Harrison County Commission Meeting
Wednesday, April 2, 2025
10:00 A.M.

The Harrison County Commission Meeting is held on the 3rd floor of the Harrison County General Services Building (229 South 3rd St.), if you are unable to attend in person, you may join and listen via Zoom Conference Call by the following steps. Public participation will only be allowed during public comment period and/or scheduled appointments.

Join Zoom Meeting

****

https://us02web.zoom.us/j/7628160712

Dial: 1-646-568-7788

Meeting ID: 762 816 0712

Passcode: 26301

Appointments:

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

10:05 A.M. --- Special Funding Request from YMCA of North Central WV requesting $1,500 for the Richard Iaquinta YMCA of NCWV 5-K Run & Walk

10:10 A.M. --- Special Funding Request from the Hotsinpiller Foundation requesting $5,000 for the Derek Hotsinpiller Fallen Stars Memorial 5K

10:15 A.M. --- Special Funding Request from Together with Veterans requesting $2,000 for the Veteran Service Fair

NEW BUSINESS – Action Items for Consideration or Approval:

1. **Public Comment Period**
2. **Consent Agenda**
3. **Payroll Change Notices:**
   - **A.** Mia Giaquinto – 911 – Leave of Absence – Effective March 24, 2025
   - **B.** David Gosa – Security – New hire – Effective April 2, 2025
   - **C.** Thomas Dodd – 911 – Resignation – Effective March 18, 2025
   - **D.** Wilma Carder – Parks & Rec – Pay Rate Increase – Effective March 25, 2025
   - **E.** Tyler Wagner – Parks & Rec – New Hire – Effective April 25, 2025
   - **F.** Daniel Gonzalez – Parks & Rec – New Hire – Effective March 25, 2025
4. **Minutes and/ or Amended Minutes of Previous Meetings**
   - **A.** Regular Meeting Minutes for March 19, 2025
5. **Requisitions --- Purchase Orders --- Invoices**
   - **A.** ARPA - Greater Harrison PSD - $4,564.52
   - **B.** ARPA – West Milford - $14,519.52
   - **C.** ARPA – City of Salem - $9,000.00
   - **D.** ARPA – City of Salem - $9,000.00
   - **E.** 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 - $14,967.50
8. **Review—Discuss—Consider** the Commission to engage Steptoe and Johnson to represent the Commission in litigation in support of certain provisions of the West Virginia Tax Increment Financing Act
9. **Review—Discuss—Consider** Consideration of approval of Engagement Letter with Steptoe & Johnson PLLC for bond counsel services associated with replacement of Bond Trustee for outstanding Tax Increment Revenue Bonds issued for Development District No. 3- White Oaks Business Park and Development District No. 4- White Oaks Industrial Park
10. **Review—Discuss—Consider** Consideration of adoption of Resolution and Order which would approve the replacement of the Bond Trustee for the Tax Increment Revenue Bonds issued by the County Commission for Development District No. 3- White Oaks Business Park and the execution and delivery of such documents as are necessary in connection with same
11. **Review—Discuss-- Consider** Consideration of adoption of Resolution and Order which would approve the replacement of the Bond Trustee for the Tax Increment Revenue Bonds issued by the County Commission for Development District No. 4- White Oaks Industrial Park and the execution and delivery of such documents as are necessary in connection with same
12. **Review—Discuss-- Consider** Update and Discussion with respect to Charles Pointe Bond Restructure Efforts (Potential Executive Session Pursuant to 6-9A-4(b)(9) to Consider Matters Involving or Affecting the Purchase, Sale or Lease of Property, Advance Construction Planning, the investment of Public Funds or Other Matters involving Commercial Competition, which if Made Public, Might Adversely Affect the Financial or Other Interest(s) of the County) (Possible Executive Session)
13. **Review—Discuss—Consider** Letter from City of Bridgeport regarding Proposed Terms related to Extension of Harrison County Development District No. 2 – Charles Pointe
14. **Review—Discuss—Consider** Status of Rycon GSA litigations (Potential Executive Session pursuant to the attorney- client priveilage)
15. **Review—Discuss- Consider** Budget Revisions for the Tax Office
    - 404- Tax Division
      Move $79,543.00 from line item 404-103-00 (Salary & Wages of Employees) to line item 404-459-00 (Capital Outlay – Equipment)
      Move $6,085.04 from line item 404-104-00 (FICA Tax-Social Security) to line item 404-459-00 (Capital Outlay- Equipment)
      Move $7,158.06 from line item 404-106-00 (Retirement Expense) to line item 404-459-00 (Capital Outlay- Equipment)

16. **Review—Discuss—Consider** Budget Revisions for the Sheriff
    - 700- Law Enforcement
      Transfer $736.13 from line item 700-216 (Maintenance & Repairs- Equipment) to 700-341 (Departmental Supplies & Materials)
      Transfer $700.00 from line item 700-211(Phone) to 700-341 (Departmental Supplies & Materials)
    - 701- Process
      Transfer $662.00 from line item 701-345 (Uniforms) to 701-219 (Building & Equipment Rental)
      Transfer $400.00 from line item 701-345 (Uniforms) to 701-225 (Laundry & Dry Cleaning)
    - 730- Security
      Transfer $365.72 from line item 027-730-459 (Capital Outlay- Equipment) to line item 027-730-345 (Uniforms)
      Transfer $100.00 from line item 027-730-221 (Training & Education) to line item 027-730-341 (Departmental Supplies & Materials)
      Transfer $1,066.49 from line item 027-730-459 (Capital Outlay- Equipment) to line item 027-730-225 (Laundry & Dry Cleaning)
17. **Review—Discuss—Consider** Modifying previously approved use of Opioid funds for the Sheriff's Department
    - $200,000 was approved for DARE officer salary over 2 years. Change to purchase of vehicles to be used by DARE officer and in various prevention
18. **Review—Discuss—Consider** Appointing to the Centra Bus Board
    A. Tim Defazio
    B. Jeanie McNabb
19. **Review—Discuss** North Central West Virginia Economic Outlook 2023-2027
20. **Review—Discuss—Consider** Resolution Authorizing the Acceptance of Funds from the West Virginia Department of Agriculture for the WV Spay/Neuter Assistance Program
21. **Review—Discuss—Consider** Resolution and Letter to request a bank account for GovWell
22. **Review—Discuss—Consider** Letter from the Farmland Protection Board requesting Excise Tax be increased for the program to the max amount set forth by the state
23. **Review—Discuss – Consider** Declaring Properties at 143 Bices Run Road, Enterprise West Virginia and 711 Bices Run Road, Enterprise West Virginia as an Emergency Nuisance within the frame work of the International Property Maintenance Code Ordinance so that Emergency measures/abatement can be commenced
24. **Review—Discuss—Consider** Request to Travel for 911 Employees to go to Hurricane, WV for NENA 911 Center Supervisor Program on May 27th through May 30th
    A. Nina Loar
    B. Justin Norman
    C. Jacob Hyre
25. **Administrator's Report**
26. **Commissioner Comments – Questions**

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

A. **Weekly Fiduciary Report from the County Clerk**
    1. March 19, 2025 through March 25, 2025
B. **Monthly Fiduciary Commission Settlements:**
    1. Cassandra Duncan
    2. Eleanore Virginia Chipps
    3. Karen Leslie Alexander
    4. Sandra Whitehair
C. **Monthly Minutes/ Financial Information from Various Boards, Committees, and Public Service**
    1. Greater Harrison PSD Regular Meeting Minutes for Feb 20, 2025
    2. Greater Harrison PSD - Financial Information Feb 2025

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

1. Funding Request --- Clarksburg History Museum (03-27-2024)
2. **Review—Discuss—Consider** Proposed Application for Relief from Erroneous Assessment related to CED Assessments due and payable for the 2017 Tax Year, 2018 Tax Year, 2019 Tax Year, 2020 Tax Year, 2021 Tax Year, and 2022 Tax Year re: Charles Pointe (Potential Executive Session Pursuant to 6-9A-4(b)(9) to Consider Matters Involving or Affecting the Purchase, Sale or Lease of Property, Advance Construction Planning, the investment of Public Funds or Other Matters involving Commercial Competition, which if Made Public, Might Adversely Affect the Financial or Other Interest(s) of the County) (02-05-2025)

10:05

HARRISON COUNTY COMMISSION
SPECIAL FUNDING REQUEST

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

Date of Request: 3/12/25

Organization Name: YMCA of North Central WV

Name and Title of Requester: Richard Johnson, CEO

Mailing Address of Organization and Responsible Person:
1 Lowndes Hill Park, Clarksburg, WV 26301 Richard Johnson
If approved, this is where the check will be sent

Telephone: (3040623-3303 Fax: (304)623-4897 E-mail: rjohnson@harcoymca.com

FEIN# 550486791 Is your organization an IRS 501(c) 3 not-for-profit? Y X N
If yes, attach IRS Status Letter
If no, please explain:

TOTAL Cost of Project/Activity: $ 3,000

Dollar Amount REQUESTED - Grant: $ 1,500 Loan: $

Was project funded previously by HCC? Y N If so, when July 2024 ; how much: $

Have you previously received funds from the Harrison County Commisson: Y N
If Yes, how much? If funded multi years - list by fiscal year?
When: July 2024 ; how much: $ 1, 500
When: ; how much: $
When: ; how much: $

Purpose of request (one sentence): The Richard Iaquinta YMCA of NCWV 5-K Run & Walk

If for a fair/festival/event, give dates and location: Date: May 17th Location: VA Trail

Describe the proposed activities with dollar amounts to be funded by this request:
The YMCA of NCWV will host our 5-K at the VA trail May 17th at 8:30am. The race will start on the side with the ball fields and will end in the grass between the fields and the dig park. Participants will be provided with race bibs, water, and fruit. Medals will also be awarded at the end of the event.

Are your financial statements audited by an outside accounting firm? Y X N
If Yes, by whom: They are reviewed by Arnett Carbis Toothman LLP

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

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

Please attach to this Request the following:

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

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

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

Signature and Title of Applicant Richard Johson **Date**_____

For Official Use:

This funding request is: APPROVED NOT APPROVED TABLED

Amount Approved: $_____ Paid Date: _____

With the following notations:

_____

_____

_____

Action taken at Harrison County Commission meeting on: _____

Name of Organization/Applicant _____

FINAL REPORT OF THE SPECIAL FUNDING REQUEST

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

NAME OF PROJECT/EVENT: _____

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

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

I CERTIFY THAT THE ABOVE INFORAMTION IS CORRECT

_____ _____

Applicant Date

County Commission of Harrison County, West Virginia

REVISED ORDER

Harrison County Community Improvement Fund -- Number 026

Harrison County General Fund -- Number 001

Policy and Procedure Regarding Contributions to Other Entities

Whereas, the Harrison County Commission has previously authorize a special fund, namely the Harrison County Community Improvement Fund (Number 026); and

Whereas, the Harrison County Commission maintains a General Fund (Number 001) as authorized and required by statute and/or regulations; and

Whereas, the Community Improvement Fund will be utilized for contributions for fairs, festivals and/or other special funding requests approved by the Harrison County Commission as originally set forth in the establishment of the Fund; and

Whereas, the General County Fund may be utilized *for* any lawful expenditure which may include contributions to fairs and festivals and/or special funding requests, and

Whereas, the Harrison County Commission, by this Order, set forth the same for any contribution to any entity, as set forth herein.

Now, therefore, it is the Order of the Harrison County Commission that any contribution to any entity shall comply with the following policy and procedure unless otherwise expressly indicated. A contribution may be considered **for** funding only upon proper documentation being presented to the Office of the Harrison County Commission, which shall include, but not be limited to:

a) "Harrison County Commission Special Funding Request Form", the most recent copy attached and Included for reference;

b) All requested documentation as out lined In the "Special Funding Request Form,

c) If previously funded, the "Final Report of the Special Funding Request Form", the most recent copy attached and included for reference.

Now, therefore be it further resolved, funding requests from fairs and festivals, Including but not limited to the following, will be considered throughout the year. Such allocation will be $1,500 for a one day event and $3,000 for any event of more than one day.

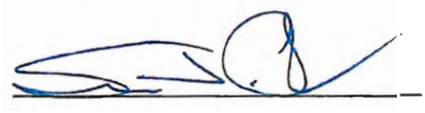
1. Apple Butter Festival - City of Salem
2. Fort New Salem Holiday - Christmas Activity
3. Frontier Days - City of Shinnston ,
4. Glen Elk Village Wine Musical & Art? Festival

5. Jesus Fest
6. Johnstown CEOS Community Fair
7. Lost Creek Community Festival
8. North Central WV Scottish Festival
9. Pine Bluff Fall Festival
10. St. Spyridon Greek Food Festival
11. Town of West Milford Old Mill Festival
12. Wallace VFD Fair & Festival
13. *WV* Black Heritage Festival
14. *WV* Italian Heritage Festival

Now, therefore be it further resolved, funding requests from any other entity or agency must be submitted to the Office of the Harrison County Commission on or before March 1st to be considered for funding in the budget for the next fiscal year, which would begin July 1st and end June 30th. For the fiscal year beginning July 1 and ending June 30, the submission deadline for a special funding request will be May 1 of each year.

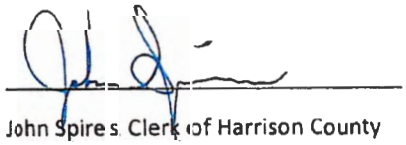
Now, therefore be it further resolved, the Harrison County Commission does hereby direct the administrative staff with the Office of the County Commission to take the necessary steps to communicate and provide this Order to the entities and agencies that have received funding during the past four fiscal years.

Order is hereby approved and entered this 20th day of July, 2022.



Susan J Thomas, President

Attest:



John Spires, Clerk of Harrison County

WEST VIRGINIA CONSUMERS SALES AND SERVICE TAX AND USE TAX

EXEMPTION CERTIFICATE

WV/CST-280
(Rev. 905)

CANNOT BE USED TO PURCHASE GASOLINE OR SPECIAL FUEL

All sales of tangible personal property or taxable services are presumed to be subject to tax unless a properly completed Exemption Certificate or a Direct Pay Permit number is provided. Read instructions on reverse side before completing this certificate.

NAME OF VENDOR	DATE	CHECK APPLICABLE BOX: ☐ SINGLE PURCHASE CERTIFICATE ☐ BLANKET CERTIFICATE	
STREET ADDRESS	CITY	STATE	ZIP CODE

TO BE COMPLETED BY PURCHASER: I, the undersigned, hereby certify that I am making an exempt purchase and hold a valid Business Registration Certificate:

Enter Tax Identification Number 55-0486911-1

My principle business activity is _____

I claim an exemption for the following reason (Check applicable box or boxes):

PURCHASE FOR RESALE

☐ Purchase of tangible personal property or taxable services for resale or for use in performing taxable services where such property becomes a component part of the property upon which the services are performed and will be actually transferred to the purchaser. WV Code § 11-15-9(a)(9)

PURCHASE BY AN EXEMPT COMMERCIAL AGRICULTURAL PRODUCER

☐ A. Purchase of tangible personal property or taxable services for use or consumption in the commercial production of an agricultural product. But not purchases for the construction of, or permanent improvement to real property or purchases of gasoline or fuel. WV Code § 11-15-9(a)(8)

☐ B. Purchase of propane for use in poultry houses for heating purposes. WV Code § 11-15-9(a)(18)

TAX EXEMPT ORGANIZATIONS

☐ A. **GOVERNMENT** - Purchases by governmental agencies and institutions of (1) the United States; (2) this State (including its local governments); and (3) any other State (and its local governments) which provides this same exemption to this State. Such purchases by government employees are not exempt unless they are on government business and are billed to and paid for directly by the government. Private persons doing business with government may not claim this exemption. WV Code § 11-15-9(a)(3)

☒ B. **CERTAIN NONPROFIT ORGANIZATIONS** - Purchases by a corporation or organization which has a current registration certificate and which is exempt from federal income taxes under section § 501(c)(3) or (c)(4) of the Internal Revenue Code. These organizations must meet all of the requirements set forth in WV Code § 11-15-9(a)(6). For information concerning these requirements refer to publication TSD-320. WV Code § 11-15-9(a)(6)

☐ C. **SCHOOLS** - Purchases by a school with its principal campus in this State which is approved by the State of West Virginia to award degrees and which is exempt from federal and state income taxes under section § 501(c)(3) of the Internal Revenue Code. WV Code § 11-15-9(a)(15)

☐ D. **CHURCHES** - Purchases of services, equipment, supplies, food for meals and materials directly used or consumed by churches which make no charge whatsoever for the services they render. The purchase must be paid for directly out of the church treasury. WV Code § 11-15-9(a)(5)

PURCHASES OF CERTAIN SPECIFIC SERVICES AND TANGIBLE PERSONAL PROPERTY

☐ A. Purchases of electronic data processing services and related software but not data processing equipment, materials and supplies. WV Code § 11-15-9(a)(21)

☐ B. Purchases of services by one corporation, partnership or limited liability company from another corporation, partnership or limited liability company but only when the entities are members of the same controlled group or related taxpayers as defined in Section 267 of the Internal Revenue Code. WV Code § 11-15-9(a)(23)

☐ C. Purchases of computer hardware and software directly incorporated into manufactured products; certain leases; electronic data processing service; computer hardware and software directly used in communication; educational software; internet advertising; high technology business services directly used in fulfillment of a government contract. WV Code § 11-15-9h

☐ D. Purchases of motion picture films, coin-operated video arcade machines and other video arcade games for any use upon which there will be a charge subject to sales tax. WV Code § 11-15-9(a)(32)

☐ E. Purchases by a licensed carrier of persons or property, or by a government entity, of aircraft repair, remodeling and maintenance services for an aircraft, engine or other component part of an aircraft, or purchases of tangible personal property that is permenently affixed as a component part of an aircraft as part of the repair, remodeling or maintenance of aircraft, aircraft engines or aircraft component parts, and purchases by a licensed carrier of persons or property, or by a government entity, of machinery, tools or equipment, directly used or consumed exclusively in the repair, remodeling or maintenance of aircraft, aircraft engines or aircraft component parts. WV Code § 11-15-9(a)(33)

REVERSE SIDE OF EXEMPTION CERTIFICATE MUST BE COMPLETED TO BE CONSIDERED VALID

I understand that this certificate may not be used to make tax free purchases of items or services which are not for an exempt purpose and that I will pay the Consumers Sales or Use Tax on tangible personal property or services purchased pursuant to this certificate and subsequently used or consumed in a taxable manner. In addition, I understand that I will be liable for the tax due, plus substantial penalties and interest, for any erroneous or false use of this certificate.

NAME OF PURCHASER	STREET ADDRESS
HARRISON County YMCA	P.O. Box 688 - Lowndes Hill Park
SIGNATURE OF OWNER, PARTNER, OFFICER OF CORPORATION, ETC.	CITY
	Clarksburg
TITLE	STATE / ZIP CODE
CEO	WV 26301

GENERAL INSTRUCTIONS

An Exemption Certificate may be used only to claim exemption from tax upon a purchase of tangible personal property or services which will be used for an exempt purpose as stated on the front of this form.

A purchaser may file a blanket Exemption Certificate with the vendor to cover additional purchases of the same general type of property or service. However, each subsequent sales slip or purchase invoice evidencing a transaction covered by a blanket Exemption Certificate must show the purchaser's name, address and Business Registration Certificate Number for purposes of certification.

INSTRUCTIONS FOR PURCHASER

To purchase tangible personal property or services tax exempt, you must possess a valid Business Registration Certificate and you must properly complete this Exemption Certificate and present it to your supplier. To be properly completed, all entries on this Exemption Certificate must be filled in.

Your Business Registration Certificate (and any duplicates) may be suspended or revoked if you or someone acting on your behalf willfully issues this certificate for the purpose of making a tax exempt purchase of tangible personal property and/or services that is not used in a tax exempt manner (as stated on the front of this form).

When property or services are purchased tax exempt with an Exemption Certificate, but later used or consumed in a non exempt manner, the purchaser must pay Sales or Use Tax on the purchase price.

The willful issuance of a false or fraudulent Exemption Certificate with the intent to evade Sales or Use Tax is a misdemeanor.

Your misuse of this Certificate with intent to evade the Sales or Use Tax shall also result in your being subject to:

A penalty of fifty percent of the tax that would have been due had there not been a misuse of such certificate.

This is in addition to any other penalty imposed by the Law.

In the event you make false or fraudulent use of this Certificate with intent to evade the tax, you may be assessed for the tax at any time subsequent to such use.

INSTRUCTIONS FOR VENDOR

At the time the property is sold or the service is rendered, you must obtain from your customer this Certificate, properly completed, (or a Direct Pay Permit number issued by the West Virginia Department of Tax and Revenue), or the sale will be deemed a taxable sale, unless the property or service sold is exempt per se from Sales Tax. Your failure to collect tax on such taxable sale will make you personally liable for the tax, plus penalties and interest.

Additional information may be required to substantiate that the sale was for exempt purposes. In order for this Certificate to be properly completed, it must be issued by a purchaser who has a valid Business Registration Certificate and must have all entries completed by the purchaser.

A timely received certificate which contains a material deficiency will be considered satisfactory if such deficiency is subsequently corrected.

You must keep this certificate for at least three years after the due date of the last return to which it relates, or the date when such return was filed, if later.

You must maintain a reasonable method of associating a particular exempt sale to a customer with the Exemption Certificate you have on file for such customer.

INSTRUCTIONS FOR VENDOR AND PURCHASER

If you, as vendor or as a purchaser, engage in any business activity in West Virginia without possessing a valid Business Registration Certificate (and you do not clearly qualify for an exemption), you shall be subject to a penalty in an amount not exceeding $100 for the first day on which such sales or purchases are made, plus an amount not exceeding $100 for each subsequent day on which such sales or purchases are made.

Please begin using this Certificate immediately.

FOR YOUTH DEVELOPMENT®
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

Board of Directors

Board Chair – Dave McHenry
132 Valley Dr. Bridgeport, WV 2633

Vice Chair – Hal Green
PO Box 4564 Bridgeport, WV 26330

Board – Treasurer: Heath Frazer
8022 Southern Ave. Stonewood, WV 26301

Board – Member: Jim Griffin
212 Johnson Ave. Bridgeport, WV 26330

Board – Member: Carrol Morrison
1401 Aaron Smith Dr. Bridgeport, WV

Board - Member: Brian Jarvis
87 Oak Ridge Drive Mount Clare, WV

Board - Member: Eric Forman
9965 George Washington Hwy Bridgeport, WV

Board - Member: Dave Mudrick
1416 Adams Ave Clarksburg, WV

Board - Member: Clare Perkins
218 Cherry St. Bridgeport, WV

The YMCA of North Central West Virginia, Inc.
P. O. Box 688 • Clarksburg, WV 26302-0688
304.623.3303

10:10

HARRISON COUNTY COMMISSION
SPECIAL FUNDING REQUEST

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

Date of Request: 5/11/2025

Organization Name: Hotsin Miller Foundation

Name and Title of Requester: Timothy Curry Grants Manager

Mailing Address of Organization and Responsible Person:
PO Box 342 Bridgeport WV 26330
if approved, this is where the check will be sent

Telephone: 304-203-5243 Fax: _____ E-mail: Tim.Curry@thehotsinmiller.foundation

FEIN# 27-5428788 Is your organization an IRS 501(c) 3 not-for profit? (Y) N
If yes, attach IRS Status Letter
If no, please explain: _____

TOTAL Cost of Project/Activity: $24,000.00

Dollar Amount REQUESTED - Grant: $5,000.00 Loan: $ _____

Was project funded previously by HCC? (Y) N If so, when 2024 ; how much: $ 3,000.00

Have you previously received funds from the Harrison County Commisson: (Y) N
If Yes, how much? If funded multi years - list by fiscal year?
When: 2024 ; how much: $ 3,000.00
When: 2023 ; how much: $ 3,000.00
When: 2022 ; how much: $ 3,000.00

Purpose of request (one sentence): DHFS 5K Race

If for a fair/festival/event, give dates and location: Date: 6/7/25 Location Bridgeport City Park

Describe the proposed activities with dollar amounts to be funded by this request:
funds will be used to support Race activities and the 15 year anniversary event.

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

Do you plan to recognize the Harrison County Commission 's contribution? (Y) N
If Yes, how? Signage, Sponsor Mentions, May forms of social media

HARRISON COUNTY COMMISSION **SPECIAL FUNDING REQUEST**

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

Please attach to this Request the following:

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

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

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

Signature and Title of Applicant Tax City County Manager **Date** 3/11/25

For Official Use:

This funding request is: APPROVED NOT APPROVED TABLED

Amount Approved: $_____ Paid Date: _____

With the following notations:

_____

_____

_____

Action taken at Harrison County Commission meeting on: _____

Name of Organization/Applicant DHFS 5K

FINAL REPORT OF THE SPECIAL FUNDING REQUEST

AMOUNT RECEIVED FROM THE HARRISON COUNTY COMMISSION: $ 5,000.00

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

T-Shirts	$ 14,000.00
Timing	$ 2,000.00
Videography	$ 3,000.00
Drinks / Snacks	$ 1,000.00
Printing / Bibs	$ 4,000.00
TOTAL	$ $24,000.00

NAME OF PROJECT/EVENT: _____

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

INCOME SOURCE:	Race Registration	$ 40.00 / Per Participant
		$
		$
	TOTAL	$
EXPENSE ITEM:		$
		$
		$
	TOTAL	$

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

	$
	$
	$
	$
TOTAL	$

I CERTIFY THAT THE ABOVE INFORAMTION IS CORRECT

Tom Clay — Applicant

3/11/25 — Date

(Revised 8/19/14)

County Commission of Harrison County, West Virginia

REVISED ORDER

Harrison County Community Improvement Fund -- Number 026

Harrison County General Fund -- Number 001

Policy and Procedure Regarding Contributions to Other Entities

Whereas, the Harrison County Commission has previously authorize a special fund, namely the Harrison County Community Improvement Fund (Number 026); and

Whereas, the Harrison County Commission maintains a General Fund (Number 001) as authorized and required by statute and/or regulations; and

Whereas, the Community Improvement Fund will be utilized for contributions for fairs, festivals and/or other special funding requests approved by the Harrison County Commission as originally set forth in the establishment of the Fund; and

Whereas, the General County Fund may be utilized *for* any lawful expenditure which may include contributions to fairs and festivals and/or special funding requests, and

Whereas, the Harrison County Commission, by this Order, set forth the same for any contribution to any entity, as set forth herein.

Now, therefore, it is the Order of the Harrison County Commission that any contribution to any entity shall comply with the following policy and procedure unless otherwise expressly indicated A contribution may be considered **for** funding only upon proper documentation being presented to the Office of the Harrison County Commission, which shall include, but not be limited to:

a) "Harrison County Commission Special Funding Request Form", the most recent copy attached and Included for reference;

b) All requested documentation as out lined In the "Special Funding Request Form,

c) If previously funded, the "Final Report of the Special Funding Request Form", the most recent copy attached and included for reference.

Now, therefore be it further resolved, funding requests from fairs and festivals, Including but not limited to the following, will be considered throughout the year. Such allocation will be $1,500 for a one day event and $3,000 for any event of more than one day.

1. Apple Butter Festival - City of Salem
2. Fort New Salem Holiday - Christmas Activity
3. Frontier Days - City of Shinnston ,
4. Glen Elk Village Wine Musical & Art? Festival

Mackenzie Simmons

From: Tim Curry <tim.curry@thehotsinpillerfoundation.org>
Sent: Tuesday, March 11, 2025 12:04 PM
To: County Administrator; Susan Thomas
Subject: Grant Application
Attachments: Harrison County Commission Grant Application.pdf; 2025 DHFS5K Sponsor Packet.pdf

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Morning!

Please find attached the **grant application** for funding from the **Hotsinpiller Foundation**. This year marks the **15th anniversary** of our foundation, and we are working hard to make the **Fallen Stars 5K** bigger and better than ever. Our goal is to have **1,500 runners participate in person on race day**, and your support would be greatly appreciated.

This year, the foundation has **expanded its charitable outreach**. While **scholarships for students pursuing criminal justice degrees** remain a top priority, we have broadened our mission to include:

- **Donations** to the families of fallen or injured officers,
- **Purchasing critical equipment** for police departments in need.

The **Fallen Stars 5K** serves as the **primary fundraiser** supporting these efforts, and we are incredibly grateful for organizations like yours that make our work possible.

Additionally, I have attached a **sponsor information packet**, which outlines various ways the **Harrison County Commission** could be recognized for its generous contributions. Please don't hesitate to reach out if you have any questions or would like to discuss this further.

Thank you for your time and consideration—I look forward to hearing from you.

Thanks,

Tim

--



TIM CURRY
DHFS5K COMMITTEE
TIM.CURRY@THEHOTSINPILLERFOUNDATION.ORG
304-203-5243
THEHOTSINPILLERFOUNDATION.ORG



DEREK HOTSINPILLER

FALLEN STARS

5TH MEMORIAL 5K











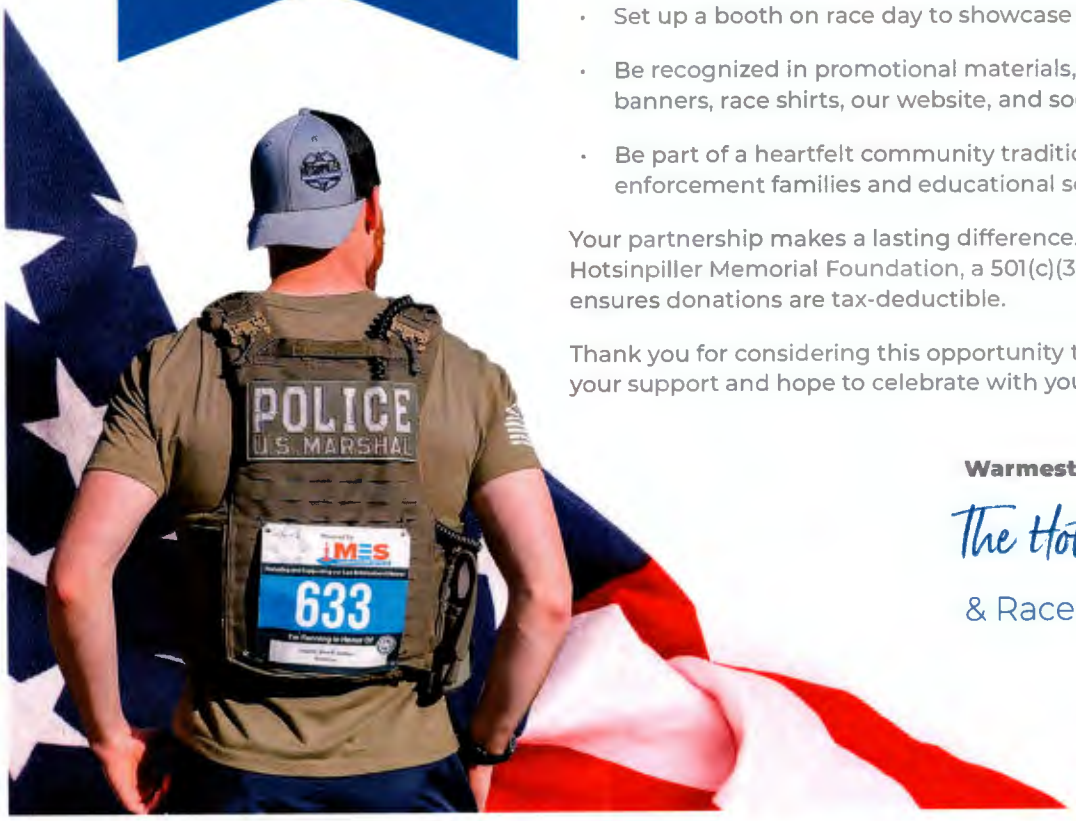
SPONSOR PACKET

Dear Prospective Sponsor,

On Saturday, June 7, 2025, the 15th Annual Derek Hotsinpiller Fallen Stars Memorial 5K will bring together runners, families, and supporters to honor the courage, dedication, and sacrifice of Deputy U.S. Marshal Derek Hotsinpiller and all heroes in blue. We are excited to celebrate this incredible milestone in a BIG, NEW WAY!

Introducing our Paint the Night Blue Celebration!

For the first time ever, we're extending the energy and camaraderie of race day into a high-energy evening event filled with live music, great food, fun activities, and a chance to honor law enforcement officers and their families. Our goal is to carry the spirit of the 5K into the night—bringing the community together to celebrate the heroes who protect us daily.



Thanks to our incredible sponsors, last year we:

- Awarded two new scholarships to high school seniors pursuing careers in criminal justice.
- Supported the families of fallen West Virginia officers and assisted two officers injured in the line of duty.
- Helped an officer who lost their home to a house fire.

We are proud to begin 2025 with donations already committed to K9 units, officers battling cancer, officers injured in the line of duty, and families of officers who made the ultimate sacrifice. This is just the beginning—and with your help, we can do even more.

The Derek Hotsinpiller Fallen Stars 5K has grown from a local event into a nationwide and global tribute. In recent years, participation has exceeded 1,150 runners from across all 50 states and several countries. For our 15th-anniversary celebration, we are aiming for over 1,500 participants, 15 participants from every state, and participants from 15 different countries. The post-race Paint the Night Blue Celebration expects to draw more than 300 attendees for an unforgettable evening of unity and gratitude.

We invite your business to become a sponsor and help us make this milestone year a huge success. Sponsors will have the opportunity to:

- Set up a booth on race day to showcase products and services.
- Be recognized in promotional materials, including digital signage, banners, race shirts, our website, and social media channels.
- Be part of a heartfelt community tradition that supports law enforcement families and educational scholarships.

Your partnership makes a lasting difference. The James and Derek Hotsinpiller Memorial Foundation, a 501(c)(3) nonprofit organization, ensures donations are tax-deductible.

Thank you for considering this opportunity to join us. We look forward to your support and hope to celebrate with you on June 7, 2025!

Warmest regards,

The Hotsinpiller Family

& Race Committee

PAINT THE NIGHT BLUE SPONSORSHIP

Paint the Night Blue Title Sponsor

$10,000
One Available

- Title Sponsor of The Event
- Logo on Event Step and Repeat
- Dedicated Social Media Posting, Advertising, and Media Mentions Leading Up To The Event (Amount will vary depending on when this sponsorship opportunity is claimed
- Special Acknowledgment During The Race and Event
- Yard Sign Placed On Race Path
- Booth Space Available at the Race
- 10 Race Registrations
- 10 Event Entry Tickets

Paint the Night Blue Band Sponsor

$5,000
One Available

- Sponsor Logo on Stage Signage
- Dedicated Social Media Posting, Advertising, and Media Mentions Leading Up To The Event (Amount will vary depending on when this sponsorship opportunity is claimed
- Yard Sign Placed On Race Path
- Special Acknowledgment During The Race and Event
- Booth Space Available at the Race
- 5 Race Registrations
- 5 Event Entry Tickets

LEGACY SPONSORSHIP

T-Shirt Sponsor

Full Sleeve $8,000
One Available

- Full imprint space on sleeve allowing for larger logo visibility. (back is dedicated to our fallen officers) Annually, we distribute over 1000 shirts to not only our West Virginia Residents but across the US. This means your logo would get National Recognition.
- Dedicated Social Media Posting, Advertising, and Media Mentions Leading Up To The Event (Amount will vary depending on when this sponsorship opportunity is claimed
- Special Acknowledgment During The Race and Event
- Yard Sign Placed On Race Path
- Booth Space Available at the Race
- 8 Race Registrations
- 8 Event Entry Tickets

Half Sleeve $4,000
Two Available

- Shared imprint space on sleeve. (back is dedicated to our fallen officers) Annually, we distribute over 1000 shirts to not only our West Virginia Residents but across the US. This means your logo would get National Recognition.
- Dedicated Social Media Posting, Advertising, and Media Mentions Leading Up To The Event (Amount will vary depending on when this sponsorship opportunity is claimed
- Special Acknowledgment During The Race and Event
- Yard Sign Placed On Race Path
- Booth Space Available at the Race
- 4 Race Registrations
- 4 Event Entry Tickets

Please note: *The "Full T-Shirt Sponsor" includes exclusive rights to the entire logo imprint space. Once the "Full T-Shirt Sponsor" level is claimed, the "Half T-Shirt Sponsor" option will no longer be available.*

Kids K Sponsor

$5,000
One Available

- Sponsor Logo on the Back of the Shirt with Fallen K9 Names
- Sponsor Logo on the Kids K Bib
- Sponsor Logo on Kids Step and Repeat
- Dedicated Social Media Posting, Advertising, and Media Mentions Leading Up To The Event (Amount will vary depending on when this sponsorship opportunity is claimed
- Special Acknowledgment During The Race and Event
- Yard Sign Placed On Race Path
- Booth Space Available at the Race
- 5 Race Registrations
- 5 Event Entry Tickets

Award Sponsor

$3,000
One Available

- Sponsor Logo on Race Day Step and Repeat (All Award Photos Taken Here Plus Many Additional Photos.)
- Your Business Will Be Included On Our Web Page, Race Registration Page, and Social Media
- Special MC Announcement During Race
- Yard Sign Placed On Race Path
- Booth Space Available at the Race
- 3 Race Registrations
- 3 Event Entry Tickets

Timing Sponsor

$2,500
One Available

- Sponsor Logo on banner lining the runner Corral Signage Starting / Finishing The Race—Many great pictures are taken here. This is a great opportunity to have your business recognized.
- Your Business Will Be Included On Our Web Page, Race Registration Page, and Social Media
- Special MC Announcement During Race
- Yard Sign Placed On Race Path
- Booth Space Available at the Race
- 2 Race Registrations
- 2 Event Entry Tickets

Bib Sponsor

$2,500
One Available

- Sponsor Logo on Local and Virtual SK Bibs
- Special MC Announcement During Race
- Your Business Will Be Included On Our Web Page, Race Registration Page, and Social Media
- Yard Sign Placed On Race Path
- Booth Space Available at the Race
- 2 Race Registrations
- 2 Event Entry Tickets

Hydration Sponsor

$1,500
One Available

- Sponsor Logo Sponsored By Signage At Designated Water Stations throughout the course and Race Finish
- Booth Space Available
- Your Business Will Be Included on Our Web Page, Race Registration Page, and Social Media



STAR SPONSORSHIP

After all Event Expenses Are Covered, These Donations Go Directly to The Hotsinpiller Foundation.

Platinum Star Sponsor

$2,000

- Customized Stage Banner (Banners will be placed in order of receipt) Center of The Event Recognition
- MC Announcement During The Race
- Business Logo Printed On Event Materials
- Yard Sign Placed On Race Path
- Booth Space Available
- Your Business Will Be Included on Our Web Page, Race Registration Page, and Social Media
- Includes 4 Race Registration

Gold Star Sponsor

$1,000

- Recognition on Race Video Presentation – This video is played on the Stage and uploaded to our YouTube Channel.
- MC Announcement During The Race
- Business Logo Printed On Event Materials
- Yard Sign Placed On Race Path
- Booth Space Available
- Your Business Will Be Included on Our Web Page, Race Registration Page, and Social Media
- Includes 2 Race Registrations

Silver Star Sponsor

$500

- Yard Sign Placed On Race Path
- Booth Space Available
- Your Business Will Be Included on Our Web Page, Race Registration Page, and Social Media

Bronze Star Sponsor

$250

- Booth Space Available
- Your Business Will Be Included on Our Web Page, Race Registration Page, and Social Media



"Events like this remind me of the important bond between law enforcement and the community we serve. Seeing people come together for a good cause and show support reinforces our commitment to serve and protect every day. As both a law enforcement officer and a participant, I can say it makes a real difference."

Justin Manson, Police Officer
Bridgeport Police Department

SPONSOR INFORMATION

Thank you for considering a sponsorship of the Fallen Stars Memorial 5K. Sponsorship deadline is **May 16**, which ensures we will have time to include your company/business on printed materials. Kids K and T-Shirt Sponsorships are due **April 30**.

Paint The Night Blue Sponsorships

$10,000	Title Sponsor
$5,000	Band Sponsor

Legacy Sponsorships

$8,000	T-Shirt Sponsor (Full)
$4,000	T-Shirt Sponsor (Half)
$5,000	Kids K Sponsor
$3,000	Award Sponsor
$2,500	Timing Sponsor
$2,500	Bib Sponsor
$1,500	Hydration Sponsor

Star Sponsorships

$2,000	Platinum Star Sponsor
$1,000	Gold Star Sponsor
$500	Silver Star Sponsor
$250	Bronze Star Sponsor

Please make checks payable to:
The James & Derek Hotsinpiller Memorial Foundation, Inc. (In care of Event)

Please remit this form with your donation item & promotional materials, or mail to:
The James and Derek Hotsinpiller Memorial Foundation, Inc.
PO Box 392
Bridgeport, WV · 26330

Sponsor Name (as it should appear on printed materials)

Contact Name & Title

Mailing Address

City, State, Zipcode

Email Address **Phone Number**

☐ **I/We plan to set up a booth on race day (Saturday, June 7th)**

☐ **My sponsorship includes race and/or event tickets, and the following people will attend from my organization:**

Participant Name	**Shirt Size**	**Age**
Participant Name	**Shirt Size**	**Age**
Participant Name	**Shirt Size**	**Age**
Participant Name	**Shirt Size**	**Age**
Participant Name	**Shirt Size**	**Age**
Participant Name	**Shirt Size**	**Age**
Participant Name	**Shirt Size**	**Age**
Participant Name	**Shirt Size**	**Age**
Participant Name	**Shirt Size**	**Age**
Participant Name	**Shirt Size**	**Age**

If funds remain after race expenses are met, I'd like the remainder of my donation to support: (Select only one)

☐ **Scholarship Recipients Only**

☐ **The general foundation fund, to be used in the area of greatest need.**

For questions contact: Ashley Hotsinpiller at 304.669.3848 or Ashley.Hotsinpiller@thehotsinpillerfoundation.org.

THIN BLUE LINE SPONSORS

We are seeking Thin Blue Line Sponsors to provide prizes and auction donations that directly benefit officers competing in the LEO challenges, and further the mission of the Hotsinpiller Foundation through the Paint the Night Blue silent auction. Please Return By Friday, **May 23**, for preparation and sponsorship recognition on printed materials.

The 15th Annual Derek Hotsinpiller Fallen Stars 5K celebrates and honors the courage and sacrifice of law enforcement officers. A highlight of our event are the LEO Challenges, where law enforcement professionals compete for top honors in categories including:

- Top Cop Challenge (Male & Female)
- Two-Man Team Challenge (1st, 2nd, and 3rd Place – 6 officers total)
- Plate Carrier Challenge (Male & Female)

All proceeds from the auction support our foundation's mission to honor the legacy of James and Derek Hotsinpiller by providing scholarships, equipment, and resources to law enforcement departments, officers, K9 teams, and their families.

As a Thin Blue Line Sponsor, your business will receive:

- Recognition at the Retail Value Level of Your Donation
- Web, Race Registration, and Social Media Recognition
- Optional Booth Space on Race Day to Promote Your Business

Tax Deduction: The James and Derek Hotsinpiller Memorial Foundation is a 501(c)(3) nonprofit organization. Donations are tax-deductible as allowable by law. A gift receipt will be provided.

Please remit this form with your donation item & promotional materials, or mail to:
The James and Derek Hotsinpiller Memorial Foundation, Inc.
PO Box 392
Bridgeport, WV · 26330

Donor Information

Name _____

Mailing Address _____

City, State, Zipcode _____

Email Address _____ **Phone Number** _____

Donated Items

Please list the donated item(s) below, and the estimated fair market value (or dollar amount) of the gift-in-kind.

Item _____ **Fair Market Value** _____

Item _____ **Fair Market Value** _____

Item _____ **Fair Market Value** _____

Please check the appropriate box(es) below.

- ☐ **I would like my donation to benefit the LEO Challenge Winners**
- ☐ **I would like my donation to benefit the silent auction for The Paint The Night Blue Celebratory Event**
- ☐ **I agree with the use and publication of this gift by The Hotsinpiller Memorial Foundation, Inc. and their "Paint The Night Blue Celebration." (Leave unchecked for anonymous gifts.)**
- ☐ **I agree that in the unlikely event of a cancellation due to mandated restrictions, my gift may be used in a virtual auction.**
- ☐ **I/We plan to set up a booth on race day (Saturday, June 7th)**

Signature

Donor Signature _____ **Date** _____

For questions, or to donate an item, gift certificate or service, contact Ashley Hotsinpiller at 304.669.3848 or email Ashley.Hotsinpiller@thehotsinpillerfoundation.org.

10:15

HARRISON COUNTY COMMISSION
SPECIAL FUNDING REQUEST

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

Date of Request: 03-13-2025

Organization Name: TOGETHER with VETERANS

Name and Title of Requester: THOMAS WILLIS, COORDINATOR TWV

Mailing Address of Organization and Responsible Person:
76 BRIDGE STREET, SHINNSTON WV 26431
If approved, this is where the check will be sent

Telephone: 304 629 4873 Fax: N/A E-mail: OLEBUBBLES3@AOL.COM

FEIN# 33-2074843 Is your organization an IRS 501(c) 3 not-for-profit? (Y) N
If yes, attach IRS Status Letter
If no, please explain: SEE ATCH VETERANS SUICIDE PREVENTION PROGRAM

TOTAL Cost of Project/Activity: $ 2000.00

Dollar Amount REQUESTED - Grant: $ 2000.00 Loan: $

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

Have you previously received funds from the Harrison County Commisson: NO Y (N)
If Yes, how much? If funded multi years - list by fiscal year?
When: _____; how much: $
When: _____; how much: $
When: _____; how much: $

Purpose of request (one sentence): VETERANS SERVICE FAIR

If for a fair/festival/event, give dates and location: Date: 29 MARCH 25 Location: AMERICAN LEGION SHINNSTON WV 26431

Describe the proposed activities with dollar amounts to be funded by this request:
VETERANS SERVICE FAIR WHERE OUTSIDE ORGANIZATIONS THAT OFFER SERVICES TO VETERANS SET UP INFO TABLE AND VETERANS GET INFO ON WHAT AVAILABLE IN LOCAL AREA. FREE LUNCH ALSO PROVIDED

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

Do you plan to recognize the Harrison County Commission 's contribution? (Y) N
If Yes, how? LETTER ATTENDEES KNOW WHO SPONSORED EVENT

HARRISON COUNTY COMMISSION **SPECIAL FUNDING REQUEST**

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

Please attach to this Request the following:

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

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

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

Signature and Title of Applicant [signature] COORDINATOR **Date** 03-13-25

For Official Use:

This funding request is: APPROVED NOT APPROVED TABLED

Amount Approved: $_____ Paid Date: _____

With the following notations:

_____

_____

_____

Action taken at Harrison County Commission meeting on: _____

Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
P.O. Box 2508
Cincinnati, OH 45201

TOGETHER WITH VETERANS CORP
C/O THOMAS WILLIS
1339 GOOSE RUN ROAD
FAIRMONT, WV 26554

Date:
02/05/2025
Employer ID number:
33-2074843
Person to contact:
Name: L. Chung
ID number: 0777227
Telephone: 877-829-5500
Accounting period ending:
December 31
Public charity status:
170(b)(1)(A)(vi)
Form 990 / 990-EZ / 990-N required:
Yes
Effective date of exemption:
December 18, 2024
Contribution deductibility:
Yes
Addendum applies:
No
DLN:
26053431002375

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements



SPONSORED BY:

TOGETHER WITH VETERANS PREVENTING SUICIDE

VETERAN SERVICES FAIR

SATURDAY, MARCH 29TH: 11AM - 3PM

SHINNSTON AMERICAN LEGION
76 BRIDGE STREET
SHINNSTON, WV 26413

- **DAN CLARKE, ESQ. PRESENTS A DISABILITY CLAIMS UPDATE SESSION STARTING AT 11 AM**
  - **BRING ANY RELEVANT PAPERWORK OR QUESTIONS FOR ONE ON ONE MEETINGS FOLLOWING THE SESSION**
- **FIND RESOURCES, SERVICES, AND INFORMATION FROM VETERAN SERVING ORGANIZATIONS**
- **ENJOY A FREE MEAL AND LOTS OF GIVEAWAYS**

To set up a table at this event please contact:

Together With Veterans

Veterans Suicide awareness and Prevention

of North Central West Virginia

HARRISON County Commission

My name is Tom Willis and I am the coordinator of Together with Veterans, a 501 C3 organization. Together With Veterans (TWV) is a dedicated non-profit organization committed to preventing veteran suicide. We operate on fundraisers and donations from our local communities, with 100% of all funds going directly to veterans. Our steering committee of volunteers includes veterans, community leaders, medical professionals (including social workers and clinical psychologists), and certified suicide prevention trainers. We have been providing veterans suicide prevention training, veterans service fairs, and one-on-one veterans contact for three years now, but we need your help to make our efforts go even further.

Every quarter, we hold a veterans service fair with 25-30 local vendors and service organizations offering free services to veterans, such as:

- WVU Law Service – Free will preparation for veterans and family members
- WV Department of Agriculture – Bee keeping and farming resources
- Salon 410 – Free haircuts the first Monday of each month
- Humana – Free medical supplement
- Vets With Guitars – Free guitar lessons and equipment
- Legal Aid of WV – Free legal advice
- Veterans Upward Bound – Education opportunities
- Veterans Service Officer – Assistance with disability service claims

We also provide free lunch and giveaways throughout the day for the 70-120 veterans in attendance. The service fair is an important event for our veterans to explore the options available to them, and offers an opportunity to socialize with fellow veterans and community members, strengthening the message that they are not alone.

By donating to Together With Veterans, you are directly supporting programs that improve the lives or our nation's heroes. Every dollar is used to provide essential services and support for veterans in our area. To make a donation, you can contact me directly at 304-629-4873, or send a check to the following address:

Together With Veterans
Attention Tom Willis or Cliff Shingleton
76 Bridge Street
Shinnston, WV 26341

If you have any questions or need further information, please contact me at 304-629-4873. On behalf of Together With Veterans, thank you for your consideration.

Sincerely,
Tom Willis, Coordinator TWV, Veterans Outreach

3-A

Harrison County Commission
Payroll Change Notice

DATE OF CHANGE	EMPLOYEE #	SOCIAL SECURITY NO
03-24-2025		| | |-| | |-| | | | |

NAME	ADDRESS
Giaquinto, Mica	

PHONE	CITY/STATE/ZIP	DEPARTMENT	SHIFT
		911	

THE CHANGE(S):

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

THE REASON FOR THE CHANGE(S):

- ☐ HIRED
- ☐ RE-HIRED
- ☐ PROMOTION
- ☐ DEMOTION
- ☐ TRANSFER
- ☐ MERIT INCREASE
- ☐ WAGE SCALE CHANGE
- ☑ 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) 78 hours LWOP - FMLA

AUTHORIZATION:

EMPLOYEE SIGNATURE	DATE
SUPERVISOR SIGNATURE Andrew D. Baily	DATE 03-24-25
HUMAN RESOURCES MANAGER	DATE

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Toll Free 1-866-466-1438 or online www.amsterdamforms.com
Amsterdam

3-B

PAYROLL CHANGE NOTICE

DATE OF CHANGE	EMPLOYEE #	SOCIAL SECURITY NO
4/2/2025		| | |-| | |-| | | | |

NAME	ADDRESS
David Gosa	

PHONE	CITY/STATE/ZIP	DEPARTMENT	SHIFT
		Security	On Call

THE CHANGE(S):

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

THE REASON FOR THE CHANGE(S):

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

TYPE OF LEAVE _____

☐ OTHER (Explain) Part-Ti re Courthouse Security as needed

AUTHORIZATION:

EMPLOYEE SIGNATURE	DATE
SUPERVISOR SIGNATURE Robert D. Matthews II, Sheriff	DATE 3/20/25
HUMAN RESOURCES MANAGER	DATE

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HARRISON COUNTY
SHERIFF AND TREASURER

ROBERT G. MATHENY

301 WEST MAIN STREET
CLARKSBURG, WEST VIRGINIA 26301
PHONE (304) 624-8550 FAX (304) 624-8734

March 20, 2025

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

Dear Commissioners:

I am requesting the advice and consent of the Commission to appoint David Gosa to fill the vacant position of part-time of Courthouse Security. Mr. Gosa has met all requirements of this position.

Thank you in advance for your consideration.

Sincerely,

Robert G. Matheny II
Sheriff

3-C

Harrison County Commission
Payroll Change Notice

DATE OF CHANGE	EMPLOYEE #	SOCIAL SECURITY NO
03-18-2025		

NAME	ADDRESS
Dodd, Thomas J. II	

PHONE	CITY/STATE/ZIP	DEPARTMENT	SHIFT
		911	

THE CHANGE(S):

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

THE REASON FOR THE CHANGE(S):

- ☐ HIRED
- ☐ RE-HIRED
- ☐ PROMOTION
- ☐ DEMOTION
- ☐ TRANSFER
- ☐ MERIT INCREASE
- ☐ WAGE SCALE CHANGE
- ☐ 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) Resignation effective 03-18-2025

AUTHORIZATION:

EMPLOYEE SIGNATURE	DATE
SUPERVISOR SIGNATURE	DATE 03-18-2025
HUMAN RESOURCES MANAGER	DATE

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3-D

PAYROLL CHANGE NOTICE

DATE OF CHANGE	EMPLOYEE #	SOCIAL SECURITY NO
3/25/25	0214	| | |-| | |-| | | | |
NAME: Wilma Carder	ADDRESS	
PHONE	CITY/STATE/ZIP	DEPARTMENT: 900 / SHIFT

THE CHANGE(S):

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

6-2 $19.95

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) Additional Duties

AUTHORIZATION:

EMPLOYEE SIGNATURE	DATE
SUPERVISOR SIGNATURE	DATE 3/17/25
HUMAN RESOURCES MANAGER	DATE

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Amsterdam

3-E

PAYROLL CHANGE NOTICE

DATE OF CHANGE	EMPLOYEE #	SOCIAL SECURITY NO
4/25/2025		| | | - | | - | | | |
NAME		ADDRESS
Tyler Quintin Wagner		
PHONE	CITY/STATE/ZIP	DEPARTMENT / SHIFT
		900 / FT

THE CHANGE(S):

✓ All Applicable Boxes	FROM	TO
☐ DEPARTMENT		
☐ JOB		
☐ SHIFT		
☐ RATE		8-1
☐ ADDRESS/PHONE		
☐ BENEFIT PLAN		43.097
☐ OTHER _____		
☐ OTHER _____		

THE REASON FOR THE CHANGE(S):

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

TYPE OF LEAVE _____

☐ OTHER (Explain) _____

AUTHORIZATION:

EMPLOYEE SIGNATURE	DATE
SUPERVISOR SIGNATURE	DATE 3-17-2025
HUMAN RESOURCES MANAGER	DATE

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3-F

PAYROLL CHANGE NOTICE

DATE OF CHANGE	EMPLOYEE #	SOCIAL SECURITY NO
3/25/2025		| | |-| | |-| | | | |

NAME	ADDRESS
Daniel Demetrius Gonzalez	

PHONE	CITY/STATE/ZIP	DEPARTMENT	SHIFT
		900	PT

THE CHANGE(S):

✓ All Applicable Boxes	FROM	TO
☐ DEPARTMENT		
☐ JOB		
☐ SHIFT		
☐ RATE		15.00/hr.
☐ 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) _____

Part-Time

AUTHORIZATION:

EMPLOYEE SIGNATURE	DATE
SUPERVISOR SIGNATURE	DATE 3/17/2025
HUMAN RESOURCES MANAGER	DATE

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4-A

At the regular meeting of the County Commission of Harrison County held on Wednesday March 19, 2025, Commissioners Susan Thomas, Patsy Trecost II and David Hinkle were present. Also present were Laura Pysz-Laulis -County Administrator, John Spires - County Clerk and Trey Simmerman - County Attorney. Commissioner Thomas opened the meeting. Commissioner Trecost said a prayer and led those present in the Pledge of Allegiance to the flag.

DRAFT

1. Public Comment Period (NONE)

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

3. Payroll Change Notices: Hinkle moved to approve A, B and C as presented by staff. Commission concurred.
A. Madison Knight – Prosecuting Attorney – New Hire – Effective 03-20-2025
B. William Gibson – 911 – Probation period Complete – Effective 03-25-2025
C. Katalia Trimmer – 911 – Resignation – Effective 03-13-2025

4. Minutes and/ or Amended Minutes of Previous Meetings: Hinkle moved to approve minutes A through I. Commission concurred.
A. Regular Meeting Minutes for February 5, 2025
B. Regular Meeting Minutes for March 5, 2025
C. Regular Meeting Minutes for February 19, 2025
D. Board of Equalization and Review Minutes for February 5, 2025
E. Board of Equalization and Review Minutes for February 10, 2025
F. Board of Equalization and Review Minutes for February 12, 2025
G. Board of Equalization and Review Minutes for February 18, 2025
H. Board of Equalization and Review Minutes for February 19, 2025
I. Board of Equalization and Review Minutes for February 24, 2025

5. Requisitions --- Purchase Orders --- Invoices: Hinkle moved to approve A and B. Commission concurred.
A. Sun Valley ARPA - $12,962.10
B. Vendor List of Payments

6. Exonerations --- Corrective Tickets --- Joint Property Applications: Hinkle moved to approve as presented in Exhibit 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 A & B (Development District No. 3 White Oaks Project No. 2) & Series 2008 A (Charles Pointe Project No. 2- North Land Bay Improvements: Hinkle moved to approve A and B. Commission concurred.

A. Series 2008A - $2,190.33
B. Series 2019 A&B - $5,830.00

8. Review—Discuss—Consider Memorandum of Understanding between West Virginia State Rail Authority, Harrison County Commission, and Hope Gas for Hope Gas Inc.'s Pipeline Replacement Project: Hinkle moved to approve MOU between West Virginia State Rail Authority, Harrison County Commission, and Hope Gas for Hope Gas Inc.'s Pipeline Replacement Project and affix appropriate signatures. Commission concurred.

9. Review—Discuss—Consider Awarding the Bid for the Architect and Engineering Firm: Danny Hamrick – Maintenance, recommends McKinley Architecture & Engineering. Hinkle moved to award bid to McKinley Architecture & Engineering. Commission concurred.

- The Thrasher Group
- Civil & Environmental Consultants
- McKinley Architecture & Engineering

10. Review—Discuss—Consider Awarding the Demolition Bid for Round 5 of DEP Demolition Program: Charlotte Shaffer – Planning, suggests Hoffman Excavating. Hinkle moved to award Demolition Bid for Round 5 of DEP Demolition Program to Hoffman Excavating - $119,300.00. Commission concurred.

- Beatty Construction - $139,400.00
- Blue & Gold Development - $137,600.00
- Hoffman Excavating - $119,300.00

11. Review—Discuss—Consider Destroying Records from the Grants Department per the Retention cycle: Gina Jones – Grants, spoke on why they need to destroy records. Hinkle moved to approve destroying records in Grants department. Commission concurred.

12. Review—Discuss—Consider Putting a RFP for an Auctioneer to sell the following properties: (Potential Executive Session Pursuant to 6-9A-4(b)(9) to Consider Matters Involving or Affecting the Purchase, Sale or Lease of Property, Advance Construction Planning, the Investment of Public Funds or Other Matters involving Commercial Competition, which if Made Public, Might Adversely Affect the Financial or Other Interest(s) of the County): Hinkle moved to approve B, C, and D and negotiate on A for 60 days. Thomas and Hinkle voted for. Trecost voted against. Motion carried.

A. 420 Buckhannon Pike
B. 279 Property – Parcel 4, District 15, Map 290

DRAFT

C. 279 Property – Parcel 11.3, District 16, Map 290
D. 279 Property – Parcel 11.4, District 16, Map 290

13. Review—Discuss-- Consider Resolution Authorizing the Submission of a Proposal to the West Virginia DEP; 2025 AML Economic Revitalization (AMLER) program for the Harrison County Animal Control Facility: Trecost moved to authorize resolution. Commission concurred.

14. Review—Discuss—Consider Resolution Authorizing the Submission of a Proposal to the West Virginia DEP; 2025 AML Economic Revitalization (AMLER) program for the Meadowbrook-Simpson Creek Rail Trail Bridge Connector: Hinkle moved to authorize resolution as stated. Commission concurred.

15. Review—Discuss—Consider Resolution to Accept the Fund from the West Virginia Justice Assistance Grant Program for Prevention Resource Officers: Hinkle moved to approve resolution to accept funds from the West Virginia Justice Assistance Grant Program for Prevention Resource Officers and affix signature. Commission concurred.

16. Review—Discuss – Consider FMLA for Mica Giaguinto: Hinkle moved to approve FMLA for Mica Giaguinto. Commission concurred.

17. Review—Discuss—Consider Request to travel for 911 employees to go to Cacapon State Park in Berkeley Springs, WV for NENA Classes on May 19th through May 21st: Hinkle moved to approve travel. Commission concurred.

- Becca Martin
- Lorenda McConnell
- Rebecca Ayers

18. Administrator's Report: Laura Pysz-Laulis spoke of GovWell program to go live for Planning Department April 7th. Update given on courthouse elevators.

19. Commissioner Comments – Questions: Trecost asked for elevator update. Hinkle discussed trespassing, vandals and unauthorized Rail Trail access.

Hinkle moved to adjourn. Commission concurred.

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

_____ _____

Susan Thomas, President Date

DRAFT

5-A

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

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

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

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

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

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

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

NOW, THEREFOR, BE IT RESOLVED the Greater Harrison County PSD has hereby authorized and directed the payment of the attached invoices which comprise Draw #3/ARPA #17 as follows:

Vendor	Total	CWSRF Debt Forgiveness	WVIJDC District 1 Grant	WVIJDC District 1 Loan	Enhacement Grant	Harrison County ARPA
Glover Legal Group	$ 99,564.52	$ -	$ -	$ 95,000.00	$ -	$ 4,564.52
	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -
Total	$ 99,564.52	$ -	$ -	$ 95,000.00	$ -	$ 4,564.52

ADOPTED BY the Greater Harrison County Public Service District, at the board meeting held March 20, 2025:

By: _____

Its: Chairman

5-B

ENVIROCLEAN LLC
PO BOX 550
CLARKSBURG, WV 26302-0550
Phone: 304-623-6770 Fax: 304-623-6775

3/20/2025	11130

Bill To

Town of West Milford
Attn: Todd Somers
PO Box 120
West Milford, WV 26451

P.O. No.	Terms	Date of Service	Job / Project
		3/20/2025	E25-0017

Quantity	Description	Rate	Amount
1	Materials for E25-0017 Fire Hydrant Replacement Contract 2 Exempt	14,519.52 0.00%	14,519.52T 0.00

**** Effective January 1, 2020 all invoices over 30 days past due will be subject to interest of 1.5% per month. ****

Email: EnvirocleanLLC@envirocleanWV.com

Invoice Total	$14,519.52
Payments/Credits	$0.00
Balance Due	$14,519.52

5-C

City of Salem
Water System Improvements Phase IV Project
Requisition No. 08

Harrison County Commission ARPA Funds	Per Budget	Adjustments	Revised Budget	Paid Prior to this Draw	Requested this Draw	Requested to Date	Remaining
1. Construction							
a. Contract 1	$ -	$ -	$ -	$ -	$ -	$ -	$ -
b. Contract 2	$ -	$ -	$ -	$ -	$ -	$ -	$ -
c. Customer LSL Replacement	$ -	$ -	$ -	$ -			
c.1. Pitchers & Filters (city purchase)	$ -	$ -	$ -	$ -	$ -	$ -	$ -
c.2. Sponsor Sampling Requirements	$ -	$ -	$ -	$ -	$ -	$ -	$ -
c. Construction Contingency	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2. Technical Services							
a. Study & Report	$ -	$ -	$ -	$ -	$ -	$ -	$ -
b. Preliminary Design	$ -	$ -	$ -	$ -	$ -	$ -	$ -
c. Final Design	$ -	$ -	$ -	$ -	$ -	$ -	$ -
d. Bidding & Negotiation	$ 5,000.00	$ -	$ 5,000.00	$ 5,000.00	$ -	$ 5,000.00	$ -
e. Construction Management	$ 36,500.00	$ -	$ 36,500.00	$ -	$ 9,000.00	$ 9,000.00	$ 27,500.00
f. RPR Services	$ -	$ -	$ -	$ -	$ -	$ -	$ -
g. Post Construction	$ -	$ -	$ -	$ -	$ -	$ -	$ -
h. Special Services							
i. Prep of Funding Applications	$ -	$ -	$ -	$ -	$ -	$ -	$ -
ii. Hydrographic Survey	$ -	$ -	$ -	$ -	$ -	$ -	$ -
iii. Engineering Surveys &Topo	$ 3,000.00	$ -	$ 3,000.00	$ 3,000.00	$ -	$ 3,000.00	$ -
iv PSC App/Coordination	$ -	$ -	$ -	$ -	$ -	$ -	$ -
v. Environmental Clearances	$ -	$ -	$ -	$ -	$ -	$ -	$ -
vi. Environmental Permitting	$ -	$ -	$ -	$ -	$ -	$ -	$ -
vii. Lands Surveys & Easement Prep	$ 10,000.00	$ -	$ 10,000.00	$ 10,000.00	$ -	$ 10,000.00	$ -
viii. Geo Tech/Subsurface Investigation	$ -	$ -	$ -	$ -	$ -	$ -	$ -
ix. Aerial Mapping/Photography	$ 5,000.00	$ -	$ 5,000.00	$ 5,000.00	$ -	$ 5,000.00	$ -
x. BABA/AIS Requirements	$ -	$ -	$ -	$ -	$ -	$ -	$ -
xi. Asset Management Plan	$ -	$ -	$ -	$ -	$ -	$ -	$ -
xii. Lead Service Line Inven.	$ -	$ -	$ -	$ -	$ -	$ -	$ -
xiii. Pre-Construction Video	$ -	$ -	$ -	$ -	$ -	$ -	$ -
xiv. ROW Coordination & Meetings	$ 5,000.00	$ -	$ 5,000.00	$ 5,000.00	$ -	$ 5,000.00	$ -
3. Legal Services							
a. Legal (Project)	$ 15,000.00	$ 5,000.00	$ 20,000.00	$ 12,476.10	$ -	$ 12,476.10	$ 7,523.90
b. Legal (PSC)	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Lands & ROWs							
a. Acquisitions/Easements/Recording Fees	$ 5,000.00	$ (5,000.00)	$ -	$ -	$ -	$ -	$ -
b. ROW Agent	$ 5,000.00	$ (5,000.00)	$ -	$ -	$ -	$ -	$ -
5. Administration (Region VI)	$ 6,000.00	$ -	$ 6,000.00	$ 6,000.00	$ -	$ 6,000.00	$ -
6. Accounting	$ 3,700.00	$ 5,000.00	$ 8,700.00	$ 8,700.00	$ -	$ 8,700.00	$ -
7. Miscellaneous							
a. Permits	$ 800.00	$ -	$ 800.00	$ 800.00	$ -	$ 800.00	$ -
b. Project Contingency	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Cost of Financing							
a. Registrar Fee	$ -	$ -	$ -	$ -	$ -	$ -	$ -
b. Bond Counsel	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Total Project Cost	**$ 100,000.00**	**$ -**	**$ 100,000.00**	**$ 55,976.10**	**$ 9,000.00**	**$ 64,976.10**	**$ 35,023.90**

5-D

City of Salem
Water System Improvements Phase IV Project
Requisition #09

Payee	HCC General Funds $141,500.00	HCC ARPA Funds $100,000.00	Salem ARPA Funds $100,000.00	CDBG $2,000,000.00	IJDC District 1 Grant $1,000,000.00	WV WDA EEGF $960,000.00	DWTRF Principal Forgiveness $1,000,000.00	DWTRF Lead Service Grant $284,200.00	DWTRF Lead Service Loan $295,800.00	EEGF Overrun Grant $565,000.00	Total $6,446,500.00
Construction											$ 103,073.03
Contract #1	$ -	$ -	$ -	$ 32,028.32	$ -	$ 69,955.46	$ -	$ -	$ 1,089.26	$ -	
Contract #2	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Customer LSL Replace.	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Pitchers & Filters (city)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Sponsor Sampling (city)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Construction Cont'y	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Engineering (Thrasher)											$ 23,665.60
Study & Report	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Preliminary Design	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Final Design	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Bidding & Negotiations	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Construction Management	$ -	$ 9,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Geo Tech/Subsurface	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Eng. Surveys & Topo	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Const Management	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
RPR Services	$ -	$ -	$ -	$ -	$ 14,665.60	$ -	$ -	$ -	$ -	$ -	
BABA/AIS Requirement	$ -		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Lead Service Line Inv.	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
ROW Ccordination Mtg.s	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Legal (Sam Harold)											$ -
Project	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Accounting											$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Project Mgm't											$ -
Region VI *(Inv #__)*	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Cost of Financing											$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Permits											$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
TOTAL THIS REQUEST	$ -	$ 9,000.00	$ -	$ 32,028.32	$ 14,665.60	$ 69,955.46	$ -	$ -	$ 1,089.26	$ -	$ 126,738.63
PRIOR REQUEST	$ 141,500.00	$ 64,976.10	$ 100,000.00	$ 466,084.93	$ 86,469.37	$ 351,935.77	$ 10,650.00	$ 8,639.00	$ 14,948.43	$ -	$ 1,245,203.60
REQUESTED TO DATE	$ 141,500.00	$ 73,976.10	$ 100,000.00	$ 498,113.25	$ 101,134.97	$ 421,891.23	$ 10,650.00	$ 8,639.00	$ 16,037.69	$ -	$ 1,371,942.24
REMAINING FUNDS	$ -	$ 26,023.90	$ -	$ 1,501,886.75	$ 898,865.03	$ 538,108.77	$ 989,350.00	$ 275,561.00	$ 279,762.31	$ 565,000.00	$ 5,074,557.76

Submitted By: Sheena Hunt, Project Manager Date: 03/25/2025

RESOLUTION

WHEREAS, the City of Salem has reviewed the attached invoices in relation to its water project and finds as follows:

1. That none of the items for which payment is proposed under this requisition has formed the basis for any disbursement heretofore made;
2. That each item for which the payment is proposed to be made is or was necessary in connection with the Project and constitutes a cost of the Project.
3. That each of such costs has been otherwise properly incurred; and
4. That payment for each of the items proposed is then due and owing.

NOW, THEREFORE, BE IT RESOLVED by the City of Salem that payment of the attached invoices as summarized above is hereby authorized and directed for payment.

APPROVED by the City of Salem on the 25th day of March 2025.

By: _____
Brandie Garner, Mayor

5-E

Date of Meeting	4/2/2025	Invoice - Quote

Department Name	Vendor Name	Description Note	General County Fund 001	E-911 007	Vital Services Levy 027	Community Corrections	Community I Fu		
911 Center	APCO International	(4) Fire Service Communication Student Manuals + shipping, (1) Law Enforcement Communications Student Manual + shipping		$539.55					
911 Center	Frontier	Backup data circuit from PK Tower to JSJOC Charles Pointe		$766.00					
911 Center	Pace Shredding	Shredding Service for 911 Center			$43.00				
911 Center	Pace Shredding	Shredding Service for 911 Center			$43.00				
911 Center	Canon Financial Services, Inc	Copier Rental for 911 Center			$135.65				
911 Center	Lowes	Two Dynamo Label Maker Cartridges for the machine at JSJOC Charles Pointe			$47.46				
911 Center	APCO International	PST -Public Safety Telecommunicator recertification for Braiden Klema		$35.00					
911 Center	Lowes	Swiffer Wet Mop Replacement Heads for Cleaning JSJOC Charles Pointe			$9.39				
911 Center	Mountaineer Generator Service	Repair Generator at PK Tower (Battery would not hold a charge)			$960.52				
911 Center	A-1 Exterminating Co., Inc	General Pest Control Services for JSJOC Charles Pointe			$75.00				
911 Center	Bearcom	Instalation & programming of new base radio for paging at PK Tower		$735.00					
911 Center	Hart Office Solutions	Copier Rental for 911 Center		$166.00					
911 Center	Mon Power	Salem Tower Electric Bill		$508.80					
911 Center	Commerce District at Charles Pointe	Statement for last 4 months for 911 Building Association Fee		$1,728.80					

Date of Meeting	4/2/2025	Invoice - Quote

Department Name	Vendor Name	Description Note	General County Fund 001	E-911 007	Vital Services Levy 027	Community Corrections	Community Improvement Fund	ARPA Fund	Other as Needed
911 Center	National Emergency Number Association	(3) Class- Preventing Telecommunicator Tunnel Vision		$660.00					
911 Center	National Emergency Number Association	(3) Class - Enhanced Fire Dispatching		$660.00					
911 Center	National Emergency Number Association	(10) Class - Enhanced Police Dispatching		$2,150.00					
911 Center	National Emergency Number Association	(10) Class - Enhanced Caller Management		$2,150.00					
911 Center	Paul Bump	(3) Full Days Per Diem (Meals & Incidentals), (2) First & Last Day Per Diem (Meals & Incidentals) **Previously approved travel to Orlando, FL for Central Square Engage Conference April 27 - May1, 2025**		$306.00					
911 Center	Gary Keith	(3) Full Days Per Diem (Meals & Incidentals), (2) First & Last Day Per Diem (Meals & Incidentals) **Previously approved travel to Orlando, FL for Central Square Engage Conference April 27 - May1, 2025**		$306.00					
911 Center	Travis Miller	(3) Full Days Per Diem (Meals & Incidentals), (2) First & Last Day Per Diem (Meals & Incidentals) **Previously approved travel to Orlando, FL for Central Square Engage Conference April 27 - May1, 2025**		$306.00					
Animal Control	US Cellular	Animal Control Phone Bill			$124.36				
Animal Control	Audubon Animal Clinic, Inc.	Examination and Vaccination For 4 Pups			$607.40				
Animal Control	Lowes	Multiple Invoices - Cleaning Supply Restock for Animal Control			$581.93				
Animal Control	A-1 Exterminating Co., Inc.	General Pest Control Services			$50.00				
Animal Control	Frontier	Animal Control Phone Bill			$181.38				

Date of Meeting	4/2/2025	Invoice - Quote

Department Name	Vendor Name	Description Note	General County Fund 001	E-911 007	Vital Services Levy 027	Community Corrections	Community Improvement Fund	ARPA Fund	Other as Needed
Assessor	Frontier	Phone / Internet Bill for Assessor Statewide	$72.60						
Assessor									
Circuit Clerk	The James & Law Co.	(4) Self-Inking Black Ink Stamp	$127.60						
Circuit Clerk	The James & Law Co.	Desk Chair	$466.00						
Circuit Clerk	The James & Law Co.	Notary Stamp (Danielle Moore)	$28.95						
Commission	Hart Office Solutions	Black Toner for Circuit Clerk's Office	$154.34						
Commission	Visual Edge IT	Black Toner for Staging Department	$129.99						
Commission	Frontier	Courthouse Phone Service Bill	$22.07						
Commission	Vertical Transport Consulting, LLC	2 Annual Elevator Inspections, 2 Witnessing & Documenting of Annual Elevator PRV Test (Hydraulic Elevator Safety Test) & Operation Fee	$499.35						
Commission	Hope Gas	Quiet Dell School Gas Utility Bill	$487.01						
Commission	Hope Gas	Public Safety Building Gas Utility Bill	$850.66						
Commission	Clarksburg Water Board	633 W. Pike St, Clarksburg - Water Utility Bill	$118.98						
Commission	Town of Nutter Fort	420 Buckhannon Pike, Clarksburg - Water, Sewer, Garbage, Fuel, Recycling & Street Fee Service Bill	$498.48						
Commission	ACE Aggregates	Limestone Sand for South Trail Project (53.05 tons total)	$1,153.84						
Commission	Pace Shredding	Shredding Service for the Commission	$43.00						
Commission	Pace Shredding	Shredding Service for the Commission	$402.00						
Commission	Canon Financial Services, Inc	Copier Rental for the Commission Office	$678.10						
Commission	Hope Gas	1117 Good Hope Pike Gas Utility Bill	$345.99						
Commission	Mon Power	Courthouse Annex Electric Utility Bill	$23,068.13						

Date of Meeting	4/2/2025	Invoice - Quote

Department Name	Vendor Name	Description Note	General County Fund 001	E-911 007	Vital Services Levy 027	Community Corrections	Community Improvement Fund	ARPA Fund	Other as Needed
Commission	UniFirst	Weekly Rugs / Maintenance Supplies Contract	$104.47						
Commission	The Exponent Telegram	Legal Ad - "Harrison County Taxpayers 2024 Second Half Property Taxes Are Now Due"	$227.04						
Commission	Hope Gas	Courthouse Annex Gas Utility Bill	$847.58						
Commission	Harrison County Financial Stabilization	Partial Reimbursement for 911 Center			$425,000.00				
Commission	Greater Harrison PSD	Greater Harrison Co PSD / arpa Funds Request - Quiet Dell Sanitary Sewer Extension - Requisition #17 (This is a draw from ARPA Funds)						$4,564.52	
Commission	Town of West Milford	Town of West Milford - ARPA Funds Request - Fire Hydrant Project Requisition # 02 (Project #2) This is a draw from ARPA Funds						$14,519.52	
Commission	Visual Edge IT	High Yield Black Toner for Staging Area	$399.99						
Commission	Otis Elevator Company	Final Payment for 5 year full load testing on the Courthouse Freight Elevator	$2,227.14						
Commission	ACE Aggregates	Limestone Sand for South Trail Project (32.01 tons total)	$696.23						
Commission	West Virginia Division of Labor	Harrison County Elevator Service of CAR 1 & Car 2 at 229 S 3rd St, Clarksburg, WV	$180.00						
Commission	Chem-Aqua	Courthouse Water Treatment Program	$310.14						
Commission	City of Salem	City of Salem ARPA Funds Request - Water System Improvements Phase IV Project - Requisition #04 (Req. #08 overall for project) This is a draw from ARPA Funds						$9,000.00	

Date of Meeting	4/2/2025	Invoice - Quote

Department Name	Vendor Name	Description Note	General County Fund 001	E-911 007	Vital Services Levy 027	Community Corrections	Community Improvement Fund	ARPA Fund	Other as Needed
Commission	Charter Communications - Spectrum	Internet Service / Extension Service for March	$439.97						
Commission	US Cellular	Cell Phone Bill	$2,510.92						
Commission	Humane Society of Harrison County	3rd & 4th Quarter Allotments (Approved June 26, 2024)							$20,000.00
Commission	Emcor Services	HVAC Maintenance Agreement for GSB (03-01-2025 to 05-31-2025)	$1,988.00						
Commission	Hart Office Solutions	Fax Machine Repair for Circuit Clerk Office	$142.42						
Commission	Hi Touch Business Services	Copy Paper Restock	$2,025.00						
Commission	Visual Edge IT	Copier Rental for Planning Department	$377.84						
Commission	Enviroclean	Janitorial Services for March 2025	$12,109.50						
Commission	Clarksburg-Harrison Public Library	4th Quarter Allotment	$76,544.75						
Commission	US Cellular	Past Due US Cellular Bill from October 2024 - February 2025 (Statements were not coming to the Commission Office, this has now been fixed)	$2,451.52						
Commission	Jarom & Associates	Appraisal Services	$1,700.00						
Commission	City of Salem	City of Salem ARPA Funds Request - Water System Improvements Phase IV Project - Requisition #05 (Req. #09 overall for project) This is a draw from ARPA Funds						$9,000.00	
Commission	UniFirst Corp.	Weekly Rugs / Maintenance Supplies Contract	$128.21						
Commission	ACE Aggregates	Limestone Sand for South Trail Project (35.08 total tons)	$762.99						
Community Corrections	Check In System, Inc.	Probation Check-in Software				$449.00			
Community Corrections	MPB Print & Sign Superstore	Business Cards				$149.00			
Community	R. D. Wilson & Sons Co.	Cleaning Supplies				$108.50			

Date of Meeting	4/2/2025	Invoice - Quote

Department Name	Vendor Name	Description Note	General County Fund 001	E-911 007	Vital Services Levy 027	Community Corrections	Community Improvement Fund	ARPA Fund	Other as Needed
Community Corrections	D/B/A PACE Enterprises, Inc.	Shredding Service Fee				$86.00			
Community Corrections	Uline Accounts Receivable	Office Supplies				$123.52			
Community Corrections	Tamara Stalnaker	Reimbursement for License renewal for Practical Nurses				$51.13			
County Clerk	Amazon.com	#10 Peel & Press Clear Envelopes for Election Media $18.95 per box (4 boxes / 50 per box)	$75.80						
County Clerk	Chapman Printing Company	2 Packs (500ea) Mail in Voter Registration Applications @ $80.00 per pack	$160.00						
County Clerk	The Exponent Telegram	2 Legal Ads - "Notice of Administration to Creditors, Distributees & Legatees", "Notice of Ancillary Filing without any Administration to Creditors, Distributees & Legatees"	$261.73						
County Garage	Auto Trim	Explorer Graphics Kit Plate #4845 - Deer Strike - Harris (Insurance to Reimburse)	$550.00						
County Garage	Hillbilly Truck Repair	Tow from I79 SB MM 119 to Nutter Fort Sheriff's Dept. plus fuel surcharge fee - Deer Strike - Harris (Insurance to Reimburse)	$81.03						
County Garage	Hillbilly Truck Repair	Maintenance Truck P/S Pump - Tow from McDonalds Parking Lot to Harrison County Sheriff's Building plus fuel surcharge fee	$70.23						
County Garage	Hillbilly Truck Repair	Tow from 7-11 Shinnston to Harrison County Sheriff's Dept. Garage plus fuel surcharge fee	$81.03						

Date of Meeting	4/2/2025	Invoice - Quote

Department Name	Vendor Name	Description Note	General County Fund 001	E-911 007	Vital Services Levy 027	Community Corrections	Community Improvement Fund	ARPA Fund	Other as Needed
County Garage	Wholesale Tire, Inc.	(4) Goodyear Eagle Enforcer A/W BSW 103V Tires, (5) 255/60R18 Goodyear Eagle Enforcer A/W BSW 108V Tires	$1,322.76						
County Garage	Parcs Superstores	Maintenance Supplies - (2) Wheel Gauge, (1) USE K5828-34710	$139.97						
County Garage	Harry Green 7 Acres	Maintenance - Multi-Point Inspection - 4 Wheel Alignment Check - Plate#504721	$134.95						
County Garage	Chenoweth Ford	Multiple Invoices - Parts - Headlamp Assembly, Reinforcements, Engine Insulator Assembly, Tube Assembly, Grille, Link	$1,523.23						
County Garage	Fisher Auto Parts, Inc.	Stock Supplies - (4) Trico Exact Fit Rear	$41.12						
County Garage	Fisher Auto Parts, Inc.	Multiple Invoices - Parts - Brake Hydraulic Hose, Trico Exact Fit Rear, Trico Ice Winter Blades, Premium Battery, Engine Oil Filter, ACI Windshield Washer Pump	$313.24						
County Garage	Chenoweth Ford	Supplies - Returned 2 Element Assembly Air Clean - Purchased 2 Element Assembly Air Clean	$54.98						
County Garage	Chenoweth Ford	Multiple Invoices - Parts - Brake Lining Kits, Rotor Assembly Brakes, License Bracket, Air Deflector	$866.63						
County Garage	Collision Plus, LLC	Parts, Body Labor, Refinish Labor, Paint & Supplies for 17 Interceptor Sedan HG140182	$1,477.54						
County Garage	Whaley Distributing Co.	Shop Supply - 30 gal. Wild Berry Wash, 5 gal. Whaley All Purpose Cleaner, Hand Clean Magic, Reclaimed Microfiber Towel Case, Spigot 4 Fat, Pass. Weight 1 1/4 oz., (12) Foamy Glass	$520.79						
County Garage	Wholesale Tire, Inc.	Multiple Invoices - Stock Tires & Zero Turn Mower Tires	$833.76						
Farmland	Turtley For You Consulting	Harrison County Farmland Protection Work January 2025 - March 2025 Mileage							$504.46

Date of Meeting	4/2/2025	Invoice - Quote

Department Name	Vendor Name	Description Note	General County Fund 001	E-911 007	Vital Services Levy 027	Community Corrections	Community Improvement Fund	ARPA Fund	Other as Needed
Grants	Beatty Construction	Demolition & Removal of structure at 92 Allen Street, Hepzibah - Will be reimbursed from WVDEP DLAP Grant #071-033-24-22	$9,600.00						
Grants	Beatty Construction	Demolition & Removal of structure at 1857 Junkins Avenue, Clarksburg - Will be reimbursed from WVDEP DLAP Grant #071-033-24-22	$7,900.00						
Grants	Beatty Construction	Demolition & Removal of structure at 1930 Junkins Avenue, Clarksburg - Will be reimbursed from WVDEP DLAP Grant #071-033-24-22	$5,000.00						
Grants	Beatty Construction	Demolition & Removal of structure at 116 Mount Clare Rd, Clarksburg - Will be reimbursed from WVDEP DLAP Grant #071-033-24-22	$8,500.00						
Grants	Beatty Construction	Demolition & Removal of structure at 94 Crummit Lane, Clarksburg - Will be reimbursed from WVDEP DLAP Grant #071-033-24-22	$9,100.00						
Home Incarceration	Canon Financial Services, Inc.	Copier Rental Fee							$67.81
I.T.	US Bank (Amamzon.com)	(5) Dell Power Supplies for inventory to fix replacement PC's	$80.45						
I.T.	Advantage Technology	Security Camera for Quiet Dell School	$2,164.54						
Law Enforcement	Robins Perfect Fit	C. Harris - Shirt Alterations	$32.00						
Law Enforcement	AT&T Mobility	LPR & Equipment	$120.72						

Date of Meeting	4/2/2025	Invoice - Quote							
Department Name	Vendor Name	Description Note	General County Fund 001	E-911 007	Vital Services Levy 027	Community Corrections	Community Improvement Fund	ARPA Fund	Other as Needed
Law Enforcement	Theodore A. Glance	Employment Evaluations	$1,475.00						
Law Enforcement	Benny's Boot Hill	Safety Toe Shoes - Sukanic	$89.06						
Law Enforcement	Project Lifesaver, Inc.	Supplies for Project Lifesaver							$189.23
Law Enforcement	West Virginia Canine Association	Training - R. Harris, King, Flanagan, Bartlett	$800.00						
Law Enforcement	Trapuzzano's	Multiple Invoices - Belt (Kesling), SGT. Badge, Deputy Badge, Hat Badge - Jacket, Pants, Name Tag (Sukanic)	$1,022.74						
Magistrates Court	The Water Shop	Water for Harrison County Magistrate Mike Weiss	$12.00						
Maintenance	Sandy's True Value	Maintenance Supplies - Hand poly leaf scoop, Homepro Bottle Brush, HP Poly FBR Brush, 20'' Pro Gong Brush, Press File Handle	$29.75						
Maintenance	Lowe's	Maintenance Supplies - Paint, Painting Supplies, Whitewood Board, (5) Faux Wood Blinds, 4 count Sponges, Shovel, Rake, 8 inch Handy File, 6 inch File	$2,012.60						
Maintenance	R.D. Wilson & Sons Co.	Cleaning Supplies Restock - (10) Pledge Multisurface Rainshower	$439.87						
Parks & Rec.	Pace Shredding	Shredding for Parks & Rec.	$43.00						
Parks & Rec.	Pace Shredding	Shredding for Parks & Rec.	$43.00						
Parks & Rec.	Hope Gas	Parks & Rec. Complex Gas Utility Bill			$31.79				
Parks & Rec.	Mon Power	Spelter Ball Park Electric Utility Bill			$29.91				
Parks & Rec.	Charter Communications (Spectrum)	Parks & Rec. Internet Bill			$188.94				
Parks & Rec.	Uline	Brush for floor cleaner (Used to clean / scrub pavillions & sidewalks)			$223.41				

Date of Meeting	4/2/2025	Invoice - Quote

Department Name	Vendor Name	Description Note	General County Fund 001	E-911 007	Vital Services Levy 027	Community Corrections	Community Improvement Fund	ARPA Fund	Other as Needed
Parks & Rec.	Visual Edge IT	Monthly Copy Charges for Color Copier			$30.40				
Parks & Rec.	US Bank	Michaels - Moss for Display			$50.97				
Parks & Rec.	UniFirst Corp.	Multiple Invoices - Weekly Rugs / Maintenance Supplies Contract			$64.14				
Parks & Rec.	JT Martin Fire & Safety	Regular Inspection			$218.14				
Parks & Rec.	Marsh Hardware & Builder Supply	Multiple Invoices - Salt & Maintenance Tools			$265.84				
Parks & Rec.	Lowes	Multiple Invoices - Guide Rope, Supplies Restock / drop cloths, display, repurposed paint, Electric project Wallace / Complete set Tools)			$747.72				
Parks & Rec.	Sandy's True Value	Multiple Invoices - Screws, nuts & seed			$71.41				
Parks & Rec.	Clarksburg Blue Print	Sign Material			$25.00				
Parks & Rec.	US Bank	Home Depot Fence Rails & End Posts to repair fence at Shinnston Rail Trail			$160.00				
Parks & Rec.	State Electric Supply Co.	Wallace New Service, Return for Invoice # 17723730-00			$1,454.69				
Parks & Rec.	Duncan Contracting	Wallace New Service / Summit Park Review Current Service			$2,200.00				
Parks & Rec.	R. Nuzum Trucking LLC	Good Hope Parking Lot - Greer Limestone to Harrison County P & R (383.55 tons)			$13,040.70				
Parks & Rec.	Compton Metals	Install Benches Shinnston Rail Trail Fabricated Anchors			$576.60				
Parks & Rec.	Harrison-Clarksburg Health Department	Annual Food Service Permit			$600.00				
Parks & Rec.	Marsh Hardware & Builder Supply	Maintenance Supplies - Pro Wiring Tool, General Vinyl Elec Tap, 12V Butt Splice			$24.20				
Parks & Rec.	Clarksburg Blue Print	Map Banner Print Dinosaurs			$49.00				

Date of Meeting	4/2/2025	Invoice - Quote							
Department Name	Vendor Name	Description Note	General County Fund 001	E-911 007	Vital Services Levy 027	Community Corrections	Community Improvement Fund	ARPA Fund	Other as Needed
Parks & Rec.	UniFirst Corp.	Weekly Rugs / Maintenance Supplies Contract			$32.07				
Parks & Rec.	Ray White	Tree Service HCPR cut and removal of trees			$3,500.00				
Planning Dept.	Pinnacle Consultants, LLC	Asbestos Tests for: 27 Main St, Enterprise - 25 Chestnut St, Enterprise	$110.00						
Planning Dept.	Pinnacle Consultants, LLC	Asbestos Test for 1378 Wilsonburg Road	$70.00						
Planning Dept.	Pinnacle Consultants, LLC	Asbestos Test for 787 Bisetown Road, Lost Creek	$50.00						
Planning Dept.	Pinnacle Consultants, LLC	Asbestos Test for 316 Midway Road, Jane Lew & 280 Midway Road, Jane Lew	$40.00						
Planning Dept.									
Process	US Cellular	Process Cellular Bill	$180.89						
Pros. Attorney	Rocky Romano	Mileage Reimbursement for Travel to WV Association of Counties	$179.20						
Pros. Attorney	Matthew Bender & Co., Inc.	3 WV Child Youth & Family Law 2024E	$290.56						
Pros. Attorney	AT&T Mobility	Wireless Service Bill	$137.13						
Senior Center	Chem-Aqua	Senior Center Water Treatment Program			$275.00				
Staging	Benny's Boot Hill	Safety Toe Shoes - Lindsay	$107.91						
Statewide Computer Network	State Tax Department	Accumulated Charges for October, November & December 2024 for CPU Processing, WVNET, Data Circuits & System Support	$23,805.19						
WVU Extension Service	Jennifer Friend	February 2025 Travel / Mileage Reimbursement	$38.78						

Date of Meeting	4/2/2025	Invoice - Quote

Department Name	Vendor Name	Description Note	General County Fund 001	E-911 007	Vital Services Levy 027	Community Corrections	Community Improvement Fund	ARPA Fund	Other as Needed
			$217,303.98	$11,017.15	$451,719.02	$967.15	$0.00	$37,084.04	$20,761.50
					Grand Total :	$738,852.84			

Sent to Bookkeeping on 03-19-2025

Sent to Bookkeeping on 03-27-2025

COMMISSIONER'S SIGNATURE

COMMISSIONER'S SIGNATURE

COMMISSIONER'S SIGNATURE

6-A

Exhibit A Exonerations	Amount
EX-RE6898 ALLEN BRETZEL & EDNA (LE) (SUSAN RANAE STANLEY ETAL)	$301
EX-RE6909 GOODWIN MICHELE K & WILLIAM C STROTHER	$1,065.68
EX-PP6907 MCINTYRE SHAUNA A	$413.22
EX-PP6905 GOELZER ROBERT P	$25.11
TOTAL:	$1,805.09

EX-RE6898

EXONERATIONS

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Real Estate

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

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

On the 02nd day of April, 2025 issued the following order, which was made and entered, to-wit:

Upon application of DMCNEMAR for **ALLEN BRETZEL & EDNA (LE) (SUSAN RANAE STANLEY ETAL)** whose address is, PO BOX 1347 BRIDGEPORT, WV 26330, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **156480** on **1 LOT #11 SUNNYSIDE ACRES** , Class **2** in **SIMPSON-BRIDGEPORT**, Harrison County, West Virginia, which should have been assessed at **136480**, Class **2** in and for the year **2024**, resulting in a difference in assessed value of **20000**. 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 homestead exemption was erroneously removed when transfer was done. Homestead was ok for Bretzel Allen. Exonerate a value of 20,000 at a Class 2 rate of levy to correct the overcharge.

District: **16 - SIMPSON-BRIDGEPORT**
Account No. **6555618**
Ticket No. **59691**
Tax Year **2024**
Parcel ID: **162402030400000000**

Amount Exonerated: $301.08

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

ATTEST: County Clerk

ASSESSOR

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

EX-RE6909

EXONERATIONS

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Real Estate

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

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

On the 02nd day of April, 2025 issued the following order, which was made and entered, to-wit:

Upon application of DMCNEMAR for **GOODWIN MICHELE K & WILLIAM C STROTHER** whose address is, 754 MINERS WAY SHINNSTON, WV 26431, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **134520** on **3 LOTS 37 BLK 1 - .57AC & .19 AC OWINGS INC PAR 2-3**, Class **2** in **CLAY-OUTSIDE**, Harrison County, West Virginia, which should have been assessed at **41610**, Class **2** in and for the year **2024**, resulting in a difference in assessed value of **92910**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, in and for the year **2024**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

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

The above mentioned property had an override value rate that was erroneously left on the shed causing large value. Exonerate a value of 92,910 at a Class 2 rate of levy to correct the overcharge.

District: **05 - CLAY-OUTSIDE**
Account No. **6242274**
Ticket No. **14197**
Tax Year **2024**
Parcel ID: **05 920000100000000**

Amount Exonerated: $1065.68

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

ATTEST: County Clerk

ASSESSOR

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

EX-PP6907

EXONERATIONS

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Personal Property

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

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

On the 02nd day of April, 2025 issued the following order, which was made and entered, to-wit:

Upon application of CRICHARDS for **MCINTYRE SHAUNA A** whose address is, 1615 21ST ST CLARKSBURG, WV 26301, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **30201** on **2023 Kia Forte**, Class **3/4** in **COAL-CLARKSBURG**, Harrison County, West Virginia, which should have been assessed at **16626**, Class **3/4** in and for the year **2024**, resulting in a difference in assessed value of **13575**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, in and for the year **2024**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

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

The above mentioned taxpayer in error reported the 2023 Kia, it is assessed on the daughters acct # 3088251. Exonerate a value of 13575 at a class 4 rate of levy to correct the overcharge. Please remove the 23 Kia Fort (13575) from the vehicle description.

District: **08 - COAL-CLARKSBURG**
Account No. **3057131**
Ticket No. **412097**
Tax Year **2024**
Parcel ID:

Amount Exonerated: $413.22

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

ATTEST: County Clerk

ASSESSOR

EX-PP6905

EXONERATIONS

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Personal Property

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

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

On the 02nd day of April, 2025 issued the following order, which was made and entered, to-wit:

Upon application of CRICHARDS for **GOELZER ROBERT P** whose address is, 100 SUMMIT CT CLARKSBURG, WV 26301, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **825** on **2004 Jeep Grand Cherokee**, Class **3/4** in **COAL-CLARKSBURG**, Harrison County, West Virginia, which should have been assessed at **0**, Class **3/4** in and for the year **2024**, resulting in a difference in assessed value of **825**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, in and for the year **2024**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

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

The above mentioned taxpayer in error reported the 2004 Jeep, the vehicle was sold and also reported on account # 3088613. Cancel this ticket and mark improper for 2024 the tax year.

District: **08 - COAL-CLARKSBURG**
Account No. **3073813**
Ticket No. **411659**
Tax Year **2024**
Parcel ID:

Amount Exonerated: $25.11

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

ATTEST: County Clerk

ASSESSOR

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. (04/02/25)

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 **$14,967.50**

5. The total amount requested to be disbursed from the Series A Administrative Expense Fund pursuant to this Requisition is **$14,967.50** 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) **$14,967.50** 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 **2nd day of April, 2025.**

THE COUNTY COMMISSION OF
HARRISON COUNTY

By: _____
Commissioner

Schedule I
to Requisition

Copies of Invoices or Statements
(Attached)

MuniCap, Inc.	Invoice #032025-068	Dated: 03/26/25	$ 1,308.75
MuniCap, Inc.	Invoice #032025-414	Dated: 03/26/25	$13,658.75
		Total	**$14,967.50**

INVOICE

MuniCap, Inc.
Suite 210
8965 Guilford Road
Columbia, MD 21046

Invoice Date	Invoice #
3/26/2025	032025-068

Balance Due $1,308.75

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

or

Wire Instructions:

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

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

Bill To:

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

Project: Charles Pointe Series 2008 1394

PLEASE DETACH AND RETURN TOP PORTION WITH PAYMENT

Invoice Date 3/26/2025

Invoice # 032025-068

MuniCap, Inc.
Suite 210
8965 Guilford Road
Columbia, MD 21046

Terms	Client #
Net 30	1394

Project: Charles Pointe Series 2008

Item	DATE	Description	Hrs	Amount
Proj Mgr (SAM)	2/5/2025	File revenue information received.	0.25	53.75
Proj Mgr (SAM)	2/6/2025	Update account reconciliation file with December transactions.	0.5	107.50
Director (NMC)	2/10/2025	Review account reconciliation for July to October 2024.	0.75	168.75
Director (JLA)	2/11/2025	Post quarterly statement to EMMA.	0.25	56.25
Proj Mgr (SAM)	2/11/2025	Review developer's quarterly report and provide to be posted.	0.75	161.25
Sr Assoc (MS)	2/11/2025	Prepare account statements for updating account reconciliation.	0.25	50.00
Sr Assoc (MMM)	2/11/2025	Verify EMMA posting.	0.25	50.00
Director (NMC)	2/11/2025	Review and update account reconciliation for October to December.	1.5	337.50
Proj Mgr (SAM)	2/14/2025	Update account reconciliation file with January transactions and correspond with the trustee related to debt service funds.	0.75	161.25
Director (JLA)	2/25/2025	Assist with identification and provision of material information related to on-going compliance.	0.5	112.50
Sr Assoc (MMM)	2/27/2025	Provide follow-up regarding management of project tasks and reports in project management software program.	0.25	50.00
		Subtotal Fees:		1,308.75

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

Total **$1,308.75**

PK/SAM

Billing Inquiries? Call (443) 539-4104

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2008

INVOICE

MuniCap, Inc.
Suite 210
8965 Guilford Road
Columbia, MD 21046

Invoice Date	Invoice #
3/26/2025	032025-414

Balance Due $13,658.75

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

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

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

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

Bill To:

Mrs. Susan Thomas
County Commission of Harrison County WV
229 South 3rd Street
Clarksburg, WV 26301

Project: Charles Pointe Consulting 2263

PLEASE DETACH AND RETURN TOP PORTION WITH PAYMENT

Invoice Date	Invoice #
3/26/2025	032025-414

MuniCap, Inc.
Suite 210
8965 Guilford Road
Columbia, MD 21046

Terms	Client #
Net 30, ...	2263

Project: Charles Pointe Consulting

Item	DATE	Description	Hrs	Amount
Exec VP (DS)	2/3/2025	Update and circulate projections.	2	550.00
Exec VP (DS)	2/4/2025	Review sales information.	1	275.00
Exec VP (DS)	2/5/2025	Update excise tax projections. Review comments to real property projections.	1.25	343.75
Director (NMC)	2/6/2025	Research historical sales data for existing and prospective tenants. Research parcels within the district.	5.5	1,237.50
Exec VP (DS)	2/6/2025	Update real property projections. Review district sales.	4.75	1,306.25
Director (NMC)	2/7/2025	Research sales data for future and existing tenants. Prepare comparison for last three years.	6.25	1,406.25
Exec VP (DS)	2/7/2025	Review property projections with developer. Cross-reference sales with assessment roll. Update real property and excise tax projections.	5	1,375.00
Director (NMC)	2/10/2025	Update 10-K research for future development and review existing development.	0.5	112.50
Exec VP (DS)	2/10/2025	Update excise tax projections and real property projections.	5.5	1,512.50
Director (NMC)	2/11/2025	Update future development 10-K research and update footnotes. Review historical Menards revenues.	0.5	112.50
Exec VP (DS)	2/11/2025	Update projections based on comments.	3.5	962.50
Exec VP (DS)	2/12/2025	Prepare analysis for T. Aman.	1	275.00
Exec VP (DS)	2/17/2025	Update projections. Participate in conference call.	3.5	962.50
Proj Mgr (JJM)	2/18/2025	Revise tax rates for additional scenario.	3.5	752.50
Exec VP (DS)	2/18/2025	Update projections based on comments. Recirculate. Review request with associate.	2.5	687.50
Exec VP (DS)	2/19/2025	Update projections based on additional sales information from Genesis. Review assessed values.	3	825.00
Exec VP (DS)	2/20/2025	Update excise tax projections and recirculate. Update real property analysis for T. Aman.	2.5	687.50
Exec VP (DS)	2/25/2025	Revise city contribution calculations. Circulate.	1	275.00
		Subtotal Fees:		13,658.75

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

Total **$13,658.75**

DS

Billing Inquiries? Call (443) 539-4104

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2008

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STEPTOE & JOHNSON PLLC
ATTORNEYS AT LAW

400 White Oaks Boulevard
Bridgeport, West Virginia 26330
Phone: 304.933.8000
Fax: 304.933.8183
http://www.steptoe-johnson.com

Thomas.Arvet@steptoe-johnson.com

March 25, 2025

The County Commission of Harrison County
Attn: Laura Pysz, County Administrator
Harrison County Courthouse
229 South Third Street
Clarksburg, West Virginia 26301

Re: Representation by Steptoe & Johnson PLLC

Dear Laura:

Thank you for selecting Steptoe & Johnson PLLC to represent The County Commission of Harrison County in connection with litigation defending the constitutionality of certain provisions of Chapter 7, Article 11B of the West Virginia Code (the "TIF Act") as more fully described in this letter. The Rules of Professional Conduct governing attorneys recommend that attorneys have written fee agreements with their clients. This letter ("Engagement Letter"), when returned to our office, will constitute, along with the Standard Terms of Engagement for Legal Services ("Standard Terms") and the Cost Information Sheet each enclosed herewith, your written fee agreement ("Agreement") with our firm for the matter addressed.

The Standard Terms address in general how our fees and charges are set; the handling of client deposits if required; billing and payment terms; the scope of the attorney-client privilege; the client's responsibilities; the termination of our firm's representation and the disposition of documents; the means by which we communicate with you; and dispute resolution procedures. To the extent that an inconsistency may arise between the terms of this Engagement Letter and the Standard Terms, the Engagement Letter shall control.

1. IDENTITY OF CLIENTS

For the purpose of this representation, we understand that our clients are The County Commission of Harrison County (the "County Commission") and The County Commission of Monongalia County (the "Mon Commission" and collectively with the County Commission, the "Clients"). We are not representing any other entities or individuals whose interest may be affected by this matter and such individual persons or other entities are expressly excluded from the scope of our representation. References in this Agreement to "you" or "your" will mean the clients identified in this paragraph.

2. SCOPE OF WORK

You are hiring us as your attorneys to represent you in the following matter:

Litigation currently pending in the Kanawha County Circuit Court or any related litigation that may currently be pending or may hereafter arise in any state or federal district court in West Virginia wherein the Clients will be defending or otherwise supporting certain provisions of the TIF Act.

We will provide those legal services necessary to represent you in the above matter and we will take reasonable steps to keep you informed of progress and to respond to your inquiries. Our representation will conclude when this matter is completed. If Steptoe & Johnson PLLC is asked to perform additional work for you in the future, the terms of this letter will apply unless a different arrangement is agreed upon.

3. MINIMUM FEE/DEPOSIT

At this time, we are not requesting an initial deposit against fees. We may request advances against costs from time to time, or a fee advance or a deposit against fees, if circumstances dictate such arrangements.

4. STAFFING, LEGAL FEES, BILLING PRACTICES

Ancil Ramey and Tom Aman will be the attorneys primarily responsible for the work we will perform for you. We may utilize the services of other attorneys, law clerks and legal assistants to assist as necessary to efficiently handle your work and to meet time deadlines.

You agree to pay by the hour at the following rates for time spent on your matter by our legal personnel. Our billing rates vary with the experience and skill of the attorney or legal personnel rendering the service. Ancil Ramey's billing rate for this matter will be $500 per hour. Other billing rates for this matter will be as follows: $395/hour for Members other than Ancil Ramey and including Tom Aman, $345/hour for Of Counsel, and $285/hour for Associates of our firm. With the exception of the Associate billing rate, these rates represent a substantial discount from our firm's standard rates due to the longstanding relationship of our firm in representing the County Commission in various matters over the years. Each of the clients will be responsible for 50% of the total amount of fees and costs incurred by our firm in each billing cycle.

Additionally, if it becomes appropriate and you agree, we may utilize other lawyers in our firm in certain specialized practice areas like federal and state taxation, ERISA and other benefits law, appellate litigation, environmental law, cyber law, and other niche practices. In these instances, our rates for these lawyers may be higher than quoted above.

We charge for our time in minimum units of 1/4 hours, unless otherwise agreed. We will charge you for the time we spend on telephone calls relating to your matter, including calls with

you, opposing counsel or court personnel. The legal personnel assigned to your matter may confer among themselves on the matter, as required. When they do confer, each person will charge for the time expended. We will charge for waiting time, in court and elsewhere, and for travel time, both local and out of town.

We normally adjust our billing rates annually on or about January 1, and we reserve the right to annually adjust our billing rates if this matter continues into another calendar year. Any adjustment is subject to approval by you with the January invoice.

5. BILLING STATEMENTS

Unless otherwise agreed to in writing, we will send you monthly statements for fees and costs incurred. Each statement will be due within thirty (30) days of its receipt. Any statement which is not contested within thirty (30) days of receipt will be deemed to be incontestable. If fees are collected at a settlement or the closing of a transaction, any additional time for post-closing matters will be either billed on a subsequent statement or estimated and collected at the settlement or closing. Each of the Clients will be responsible for 50% of the fees and costs incurred by our firm during each billing cycle.

6. DISCLAIMER OF GUARANTEE

Nothing in this Agreement and nothing in our reports or statements to you should be construed as a promise or guarantee about the outcome of your matter. We make no such promises or guarantees. Our comments about the expected outcome of your matter are expressions of our opinion only based on the presently known facts and circumstances.

7. DISCLOSURE OF REPRESENTATION

From time to time, it is useful for us to advise prospective clients of the identity of other clients for whom we have been asked to perform legal services. In addition to helping potential clients to evaluate the potential for our firm to serve their needs, such disclosures also help us make early determinations of potential conflicts. Unless you advise us otherwise, we reserve the right to include the fact of our representation of you in such disclosures and in our promotional materials. In no case do we disclose any details of any work that we perform for any client in our disclosures, and if you prefer that we not disclose our representation of you, please advise us and we will not do so.

8. PRESERVATION OF DOCUMENTS AND ELECTRONICALLY STORED INFORMATION

Developments in the law regarding document and data preservation now require parties to a lawsuit to take affirmative and documented steps to preserve records related to litigation. Courts have become increasingly vigilant in demanding that records, especially electronic files, e-mail and similar communications, be preserved. Preservation obligations arise once litigation is reasonably anticipated. In this case litigation has commenced.

To meet the duty to preserve, a number of steps should be taken at the outset of any lawsuit. These acts can be time consuming but are critical if a party is going to adequately respond to discovery requests and demonstrate its good faith efforts regarding preservation. Because of the nature of electronic record keeping, claims of spoliation or intentional destruction of discoverable evidence are becoming more commonplace. In this context, what a party does to preserve relevant records is coming under increasing scrutiny.

We anticipate working with you closely regarding document and data preservation. As an initial matter, please give consideration to and be prepared to discuss with us the scope of potentially relevant information, the possible types of records that may contain it, and all persons who may have relevant materials. If any potentially relevant information is maintained or stored electronically, immediately consult with your system administrator to determine what records exist and how they can be safeguarded. This is commonly referred to as placing a "Litigation Hold" on records. Options include the immediate suspension of relevant document/record deletion programs, copying or downloading of potentially relevant records, and creating hard copies of computerized records.

9. USE OF GENERATIVE ARTIFICIAL INTELLIGENCE

During this engagement, you understand that our attorneys may use Firm approved generative artificial intelligence ("GenAI") technology to support and facilitate our rendering of legal services to you. The Firm will only use GenAI technology that has been approved by and licensed to the Firm for its use. We may, for example, use such Firm approved GenAI technology to aid in document analysis, or to assist in summarizing information, developing legal research, and/or the initial drafting of documents. Like any new and evolving technology, GenAI carries some degree of risk, which may include the risk of erroneous GenAI-generated content, data security risks, and system malfunctions. Our lawyers involved in using GenAI technology to aid in rendering legal services for you are required to have completed training, or to do so with the assistance of those in our Firm who have been trained, to make effective use of GenAI tools approved by our Firm, to obtain useful GenAI-generated outputs. Our lawyers' use of GenAI technology will, of course, be undertaken without compromising the confidentiality of your sensitive privileged information. The results produced through GenAI technology will be reviewed by an attorney who has appropriate knowledge and experience to evaluate the usefulness of the results obtained. By signing and returning this letter, you consent to the Firm's use of GenAI technology with the understanding that such use may reasonably be expected to yield benefits that outweigh the related risks, and you consent to our use of this technology to assist our lawyers in rendering legal services for your benefit. If requested, our attorneys will obtain your specific approval in advance for any GenAI evaluations recommended for your matters.

10. CONFIDENTIAL COMMUNICATIONS

Lawyers are required by the Rules of Professional Conduct to maintain as confidential information relating to representation of, and communications with, clients, subject to certain limited exceptions. This requirement of strict confidentiality extends to electronic communications and electronically maintained files of course.

We all realize that in today's world, the danger of "hacking", or other means of third party "bad actors" gaining access to electronically-stored confidential information or electronic communications, is high. Our firm has invested and will continue to invest in technology designed to prevent unwanted and unauthorized access to your confidential information and communications. We cannot guarantee, however, that our efforts will be foolproof. We will advise you of any breach that may occur of which we become aware.

We will communicate with you in the manner, including text-messaging, that you choose, but we must advise you that "texting" is considered a high risk means of communication and that if you choose to communicate with us in that manner, you do so at your own risk of unauthorized access.

11. EFFECTIVE DATE

The effective date of this Agreement will be retroactive to the date we first performed services. The date at the beginning of this Agreement is for reference only. Even if this Agreement does not take effect, you will be obligated to pay us the reasonable value of any services we may have performed for you and any reasonable costs incurred.

We look forward to working with you. If these terms are acceptable to you, please sign the enclosed duplicate original of this letter and return it to me. If you have any questions about this letter or our representation, please call or write me.

Very truly yours,

STEPTOE & JOHNSON PLLC

By: _____
Member

Agreed to this _____ day of _____, 2025.

THE COUNTY COMMISSION OF HARRISON COUNTY

_____

Its: President

Enclosures: Standard Terms of Engagement for Legal Services, Payment Information, Cost Sheet

Steptoe & Johnson PLLC
ACH Instructions

West Virginia

Steptoe & Johnson PLLC
The Huntington National Bank
Wire Routing Number: 044000024
ACH Wire Routing Number: 051903761
Account Number: 01221280815
Account Name: Steptoe & Johnson PLLC - West Virginia Retainer IOLTA
Bank Address: 7 Easton Oval, Columbus, OH 43216
Contact: 1-800-480-2001
Swift Code: HUNTUS33

Questions on Wiring Instructions Please Contact Steptoe & Johnson PLLC at 304-556-8263

STEPTOE & JOHNSON PLLC

COST INFORMATION SHEET

(a) Copies - $0.25 per page

(b) In-house scanning - $0.10 per page

(c) In-house couriers - based on time, plus mileage

(d) Legal research - based on inquiry complexity

(e) Auto travel - IRS business mileage rate ($0.70 per mile)

STEPTOE & JOHNSON PLLC

www.steptoe-johnson.com
Revised 4/13/21

Standard Terms of Engagement for Legal Services

This statement accompanies our engagement letter and sets forth the standard terms of our engagement as your lawyers. Unless modified in writing by our engagement letter or by other mutual written agreement, these terms will be an integral part of our agreement with you.

Therefore, we ask that you review this statement carefully and contact us promptly if you have any questions. We suggest that you retain this statement in your file along with the engagement letter.

STEPTOE & JOHNSON PLLC

Identity of Clients-Scope of Work

We represent only the person or persons identified as clients in our engagement letter. We do not, for the matters described in the engagement letter, represent anyone else, including any relatives, affiliates, officers or employees of the identified client or clients.

Our legal representation is limited to the performance of the services described in the engagement letter and does not include representation beyond the scope described or in any other matter.

Any expressions on our part concerning the outcome of your legal matters are expressions of our best professional judgment but are not guarantees. Such opinions are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed.

If you have any questions about the limits of our representation or the scope of our services, please contact us and your questions will be answered promptly.

Our representation of you will commence when we receive from you an executed copy of the engagement letter and any advance payment described therein.

To the extent that the terms of this statement and the terms of our engagement letter may be inconsistent, the terms of the engagement letter shall control.

Who Will Provide the Legal Services

Customarily, each client of the firm is served by a principal lawyer contact. The principal lawyer should be someone in whom you have confidence and with whom you enjoy working. You are free to request a change of principal lawyer at any time.

Subject to the supervisory role of the principal lawyer, your work or parts of it may be performed by other lawyers and legal assistants in the firm. Such delegation may be for the purpose of involving lawyers or legal assistants with special expertise in a given area or for the purpose of providing services on the most efficient and timely basis.

Whenever practicable, we will advise you of the names of those lawyers and legal assistants who work on your matters. If required by you, our engagement letter will identify your specific procedures regarding staffing, as well as billing and other matters.

How Fees Are Set

In most instances, our fees are based on our hourly rates. We will keep accurate records of the time we devote to your work, including conferences (both in person and over the telephone), correspondence, email communication, negotiations, factual and legal research and analysis, document preparation and revision, travel on your behalf, and other related work. We typically record our time in units of quarter hours, but this practice may vary depending upon your requirements. In such instances, it will be addressed in the terms of our engagement letter.

The hourly rates of our lawyers and legal assistants vary based upon a number of factors, including the experience, reputation and expertise of the person performing the services as well as the difficulty, novelty, or complexity of the issues presented. These rates are usually adjusted annually to reflect current levels of legal experience, changes in our costs, and other factors, subject to the terms of any specific arrangement with you.

We are often requested to estimate the amount of fees and costs likely to be incurred in connection with a particular matter. Whenever possible, we will, when asked, furnish such an estimate based upon our professional judgment but always with a clear understanding that it is not a maximum or fixed-fee quotation. The ultimate cost frequently is more or less than the amount estimated.

For certain well-defined services (for example, a simple business incorporation), we may quote you a fixed fee. In such situations, the fixed fee arrangement will be expressed in the engagement letter setting forth both the amount of the fee and the scope of the services to be provided.

In undertaking representation of a client with a personal injury or wrongful death claim, we may, in appropriate circumstances, provide legal services on a contingent fee basis. Any such contingent fee arrangement will be set forth in the engagement letter.

Additional Charges

Typically, we will charge our clients not only for legal services rendered but also for costs incurred in providing these services.

Examples include charges for long-distance telephone calls, travel and lodging expenses, courier services, computerized research, and the use of our facsimile, photocopy and printing machines. We attempt to bill you for our actual out-of-pocket costs incurred, but for some items, the true cost incurred is difficult to establish. We would be pleased to discuss with you the specific schedule for these costs and to answer any questions that you may have. If you would prefer, in some situations we can arrange for certain of these services to be provided by third parties with direct billing to you.

It may become necessary to hire expert witnesses, consultants or investigators in connection with your representation. We will not hire such persons unless you agree to pay for their fees and charges. We will not select any expert witnesses, consultants or investigators until we consult with you.

Advance Deposits by Clients

Clients are commonly asked to make an advance deposit of funds with the firm. If you do deposit funds with us, you are deemed to have granted to us a security interest in the funds. These funds may be credited against your account and held by us as security for your past, present and future obligations to us. In some instances, we will apply these funds to satisfy your monthly invoices as they are billed, and in other instances we may apply these funds against your invoice only if payment is not made within thirty (30) days of our invoice. The specific manner in which your deposit will be handled will be addressed in the engagement letter. You agree that if requested, you will replenish these funds to the original balance and will increase the deposit to a greater amount if necessitated by the nature of the matter. If there should be any balance of these funds remaining at the time our representation terminates and all of our invoices have been paid, the balance will be returned to you.

Disputes Resolved by Arbitration

If you disagree with the amount of our fee, please take up the question with your principal lawyer contact or with our chief executive officer. Typically, such disagreements are resolved to the satisfaction of both sides with little inconvenience or formality.

Depending upon the rules of the applicable jurisdiction, you may also have the right to seek mediation or arbitration regarding such dispute under supervision of the state bar association. We agree to participate fully in that process, if applicable.

Bill Arrangements & Terms of Payment

Unless otherwise stated in the engagement letter, we will bill monthly. All invoices are due within 30 days of their date. We reserve the right to assess a late fee of 1.5% per month on all amounts unpaid for more than sixty (60) days from the date of billing, as well as the right to suspend or terminate services on account of nonpayment, subject to the limitations of applicable bar rules. Our policy is to discontinue service if invoices remain unpaid for more than ninety (90) days.

Escrow Deposits

We typically do not serve as escrow agent for client funds. In those instances where we do, and it is not required that we establish a separate escrow account for the funds received, the funds will be placed in our agency account for your benefit. Depending upon the rules of the applicable jurisdiction, your deposit may be placed in a pooled account if it is not expected to earn a net return, taking into consideration the size and anticipated duration of the deposit and the transaction costs. Other trust deposits will also be placed in the pooled account unless you request a segregated account. Again, depending upon the rules of the applicable jurisdiction, interest earned on the pooled account may be payable to a charitable foundation established for such purpose. Interest earned on a segregated trust account will be added to the deposit for your benefit and will be includable in your taxable income.

Attorney-Client Privilege

The attorney-client privilege is an important subject that we raise with our clients at the outset of a new representation. As a matter of professional responsibility, we are required to preserve the confidence of our clients. The professional obligation and the legal privilege accorded attorney-client communication exist to encourage candid and complete communications between client and attorney. The attorney-client privilege can be lost if our written or oral communications are shared inappropriately with others, including employees or representatives of the client not necessary to the effective representation of the client.

We should discuss in advance any intention on your part to include others in our confidential relationship.

Termination of Representation

Disposition of Documents

You may terminate our representation at any time, with or without cause, by notifying us. Your termination of our services will not affect your responsibility for payment of legal services rendered and costs incurred before termination, as well as your responsibility for payment of legal services and costs incurred in connection with an orderly transition of the matter.

We are subject to the rules of professional responsibility for the jurisdictions in which we practice which list several types of conduct or circumstances that require or allow us to withdraw from representing a client, including, for example: nonpayment of fees or costs, misrepresentation or failure to disclose material facts, action contrary to our advice, and conflict of interest with another client. We try to identify in advance and discuss with our clients any situation which may lead to our withdrawal and, if withdrawal ever becomes necessary, we will give the client written notice of our withdrawal, or, if required, our intent to seek court approval of our withdrawal.

Unless previously terminated, our representation will terminate upon the conclusion of our work for you on the matter or matters for which we have been engaged, but in no event later than our sending to you our final invoice for services rendered with respect to such matter or matters. If a period of 90 days passes in which we perform no service for you, we will consider our engagement terminated unless the circumstances indicate that our representation is ongoing.

Upon termination of our representation, if you so request, your papers and other data will be returned to you promptly. Otherwise, they will be retained by us and destroyed in accordance with our retention policy. We will not provide further notice of our intended destruction of these documents unless requested. At our discretion, we may retain the files in either hard copy or electronic form. If you object to our retaining files in electronic form, we should be so advised prior to the termination of our engagement. During the time we retain your files, you may request that we assemble and return to you those files to which you are entitled. Our own files pertaining to the matter will be retained by the firm.

These firm files include, for example, firm administrative records, time and expense reports, personnel and staffing materials, credit and accounting records, and internal lawyers' work product such as drafts, notes, and internal memoranda, prepared by or for the internal use of lawyers. These documents will be retained by us following the termination of the engagement for such period as we deem appropriate.

After completion of the matter for which we have been engaged, changes may occur in the applicable laws or regulations that could have an impact upon your future rights and liabilities. Unless you engage us to provide additional advice on issues arising from such prior representation, we have no continuing obligation to advise you with respect to future legal developments.

Client Responsibilities

You agree to pay our invoices for services and costs incurred as provided above. In addition, you agree to be candid and cooperative with us and will keep us informed and provide us with all information known or available to you relevant to our representation. Because it is important that we be able to contact you at all times in order to consult with you regarding your representation, you will inform us, in writing, of any changes in the name, address, telephone number, contact person, email address, state of incorporation or other relevant changes regarding you or your business. Whenever we need your instructions or authorization in order to proceed with legal work on your behalf, we will contact you at the latest business address we have received from you. If you affiliate with, acquire, are acquired by or merge with another company, you will provide us with sufficient notice to permit us to withdraw as your attorneys if we determine that such affiliation, acquisition or merger creates a conflict of interest between any of our clients and the other party to such affiliation, acquisition or merger, or if we determine that it is not in the best interests of the firm to represent the new entity.

STEPTOE & JOHNSON PLLC
ATTORNEYS AT LAW

400 White Oaks Boulevard
Bridgeport, WV 26330
(304) 933-8000 (304) 933-8183 Fax Thon
www.steptoe-johnson.com

March 12, 2025

Representation by Steptoe & Johnson PLLC
Replacement of Trustee for White Oaks TIF Districts

The County Commission of Harrison County
Attn: Susan Thomas, President
Harrison County Courthouse
301 West Main Street
Clarksburg, WV 26301

High Tech Corridor Development LLC
Attn: H. Wood Thrasher, Manager
500 White Oaks Boulevard
Bridgeport, West Virginia 26330

Dear Commissioner Thomas and Mr. Thrasher:

The purpose of this engagement letter is to set forth certain matters concerning the services we will perform as legal counsel to The County Commission of Harrison County (the "County Commission") in connection with the proposed replacement of United Bank with WesBanco Bank, Inc. as Trustee for the Commission's outstanding: (i) $20,573,000 Senior Tax Increment Refunding Revenue Bonds, Series 2021 A Tax-Exempt (Development District No. 3 – White Oaks) (the "Series 2021 A Bonds"), (ii) $6,422,000 Amended and Restated Subordinate Tax Increment Revenue Bonds, Series 2021 B Taxable (Development District No. 3 –White Oaks) (the "Series 2021 B Bonds"), and (iii) $1,400,000 Amended and Restated Tax Increment Revenue Bonds, Series 2016 A (Development District No. 4 – White Oaks Industrial Park Project No. 1) (the "Series 2016 A Bonds" and collectively with the Series 2021 A Bonds and the Series 2021 B Bonds, the "Bonds") and related matters. The Rules of Professional Conduct governing attorneys recommend that attorneys have written fee agreements with their clients. This letter, when returned to our office, will constitute your written fee agreement ("Agreement") with our firm for the matters described below.

1. IDENTITY OF CLIENT

For the purpose of this representation, we understand that our client is The County Commission of Harrison County. We are not representing High Tech Corridor Development LLC, the developer (the "Developer") of Development District No. 3 and Development District No. 4 for White Oaks (the "TIF Districts") with respect to the subject matter of this engagement, or any other entities or individuals whose interests may be affected by this matter, and such individual persons or other entities are expressly excluded from the scope of our representation. We understand that the Developer has or will engage its own separate legal counsel for matters respecting the Bonds and the TIF Districts.

2. SCOPE OF SERVICE

You are hiring us as your attorneys to represent you in the following matter:

To handle legal matters on behalf of the Harrison County Commission associated with the replacement of United Bank with Wesbanco Bank, Inc. as Trustee for the Bonds, prepare the documentation necessary in connection therewith and assist with the approval of such matters by the County Commission.

We will provide those legal services necessary to represent you in the above matter and we will take reasonable steps to keep you informed of progress and to respond to your inquiries. Our representation will conclude when the County Commission has approved the Trustee replacement and executed and delivered all documents in connection with same. If you request that Steptoe & Johnson PLLC perform additional work relating to this matter for you in the future, and if our firm agrees to perform such work, the terms of this letter will apply unless a different arrangement is entered into.

3. CLIENT DUTIES

You agree to be truthful with us, to cooperate, to undertake reasonable means to provide complete and accurate documents and information which may be requested in relation to this matter, to keep us informed of developments and to abide by this Agreement.

4. STAFFING, LEGAL FEES, BILLING PRACTICES

Tom Aman and Jason Turner will be the attorneys primarily responsible for the work we will perform for you in this matter. We may utilize the services of other attorneys, law clerks and legal assistants to assist as necessary to efficiently handle your work and to meet time deadlines.

All fees and expenses which we incur in this matter will either be paid from tax increment revenues as an administrative expense of the TIF Districts or by the Developer.

The County Commission agrees that we shall be compensated by hourly billing, solely from the sources and in the manner stated above, for time spent on this matter by our legal personnel. Our billing rates vary with the experience and skill of the attorney or legal personnel rendering the service. For this matter our hourly billing rates will be as follows: $385 for Members of our firm; $325 for Of Counsels with our firm and $285 for Associates of our firm. These rates represent a significant discount for our Member and Of Counsel standard rates due to our longstanding relationship with the County Commission. In order to minimize fees and expenses, while still providing high quality counsel, we may assign other lawyers or paralegals to work on various aspects of this matter.

We charge for our time in minimum units of 1/4 hours. We will charge for the time we spend on telephone calls relating to this matter, including calls with you and others relating to this matter. The legal personnel assigned to your matter may confer among themselves on the matter, as required. When they do confer, each person will charge for the time expended.

We normally adjust our billing rates annually on or about January 1, and we reserve the right to annually adjust our billing rates if this matter continues into another calendar year.

5. COSTS AND OTHER CHARGES

We will incur various costs and expenses in performing legal services under this Agreement. The County Commission agrees, in the manner stated hereinabove, to pay for those costs and expenses in addition to the hourly fees. The costs and expenses commonly include, but are not necessarily limited to, legal publication costs, photocopy and reproduction costs, long distance telephone calls, messenger and other delivery fees, faxes, postage, parking and other travel expenses, clerical staff overtime, charges for computer research time and other similar items. The costs set forth on the attached Cost Information Sheet will be charged for the identified items and any other costs and disbursements, such as filing fees, meals, and similar costs, will be billed at their actual direct cost. We will be reimbursed, in the manner stated hereinabove, for transportation, meals, lodging and all other costs of any necessary out-of-town travel by our personnel. You will also be charged the hourly rates for the time legal personnel spend traveling.

6. BILLING STATEMENTS

We will either submit detailed monthly billing statements to the County Commission and Developer for the services and expenses contemplated herein or will submit such statements periodically upon the completion of significant milestones associated with the scope of work. These invoices will be payable solely from the sources described herein.

7. DISCHARGE AND WITHDRAWAL

You may discharge us at any time, in which case the County Commission and Developer agree to honor our invoices for fees and expenses incurred for all work performed in the manner stated hereinabove. We may withdraw with your consent or for good cause. "Good cause" includes your breach of this Agreement, your refusal to cooperate with us or to follow our advice on a material matter, or any fact or circumstance that would render our continuing representation either unlawful or unethical.

8. **DISCLAIMER OF GUARANTEE**

Nothing in this Agreement and nothing in our reports or statements to you should be construed as a promise or guarantee about the outcome of your matter. We make no such promises or guarantees. Our comments about the expected outcome of your matter are expressions of our opinion only based on the presently known facts and circumstances.

9. **EFFECTIVE DATE**

The effective date of this Agreement will be retroactive to the date we first performed services. The date at the beginning of this Agreement is for reference only.

We look forward to working with you. If these terms are acceptable to you please sign this letter and return to me keeping a copy for your file. If you have any questions about this letter or our representation, please call or write me.

STEPTOE & JOHNSON PLLC

By: _____
A Member

ACCEPTED AND APPROVED:

THE COUNTY COMMISSION OF HARRISON COUNTY

By: _____
Its President

Date: _____

HIGH TECH CORRIDOR DEVELOPMENT, LLC

By: _____
Name: H. Wood Thrasher
Title: Manager

Date: _____

STEPTOE & JOHNSON PLLC

COST INFORMATION SHEET

(a) Copies - $0.25 per page

(b) In-house scanning - $0.10 per page

(c) In-house couriers - based on time, plus mileage

(d) Legal research - based on inquiry complexity

(e) Auto travel - IRS business mileage rate ($0.70 per mile)

STEPTOE & JOHNSON PLLC

www.steptoe-johnson.com
Revised 4/13/21

Standard Terms of Engagement for Legal Services

This statement accompanies our engagement letter and sets forth the standard terms of our engagement as your lawyers. Unless modified in writing by our engagement letter or by other mutual written agreement, these terms will be an integral part of our agreement with you.

Therefore, we ask that you review this statement carefully and contact us promptly if you have any questions. We suggest that you retain this statement in your file along with the engagement letter.

STEPTOE & JOHNSON PLLC

Identity of Clients-Scope of Work

We represent only the person or persons identified as clients in our engagement letter. We do not, for the matters described in the engagement letter, represent anyone else, including any relatives, affiliates, officers or employees of the identified client or clients.

Our legal representation is limited to the performance of the services described in the engagement letter and does not include representation beyond the scope described or in any other matter.

Any expressions on our part concerning the outcome of your legal matters are expressions of our best professional judgment but are not guarantees. Such opinions are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed.

If you have any questions about the limits of our representation or the scope of our services, please contact us and your questions will be answered promptly.

Our representation of you will commence when we receive from you an executed copy of the engagement letter and any advance payment described therein.

To the extent that the terms of this statement and the terms of our engagement letter may be inconsistent, the terms of the engagement letter shall control.

Who Will Provide the Legal Services

Customarily, each client of the firm is served by a principal lawyer contact. The principal lawyer should be someone in whom you have confidence and with whom you enjoy working. You are free to request a change of principal lawyer at any time.

Subject to the supervisory role of the principal lawyer, your work or parts of it may be performed by other lawyers and legal assistants in the firm. Such delegation may be for the purpose of involving lawyers or legal assistants with special expertise in a given area or for the purpose of providing services on the most efficient and timely basis.

Whenever practicable, we will advise you of the names of those lawyers and legal assistants who work on your matters. If required by you, our engagement letter will identify your specific procedures regarding staffing, as well as billing and other matters.

How Fees Are Set

In most instances, our fees are based on our hourly rates. We will keep accurate records of the time we devote to your work, including conferences (both in person and over the telephone), correspondence, email communication, negotiations, factual and legal research and analysis, document preparation and revision, travel on your behalf, and other related work. We typically record our time in units of quarter hours, but this practice may vary depending upon your requirements. In such instances, it will be addressed in the terms of our engagement letter.

The hourly rates of our lawyers and legal assistants vary based upon a number of factors, including the experience, reputation and expertise of the person performing the services as well as the difficulty, novelty, or complexity of the issues presented. These rates are usually adjusted annually to reflect current levels of legal experience, changes in our costs, and other factors, subject to the terms of any specific arrangement with you.

We are often requested to estimate the amount of fees and costs likely to be incurred in connection with a particular matter. Whenever possible, we will, when asked, furnish such an estimate based upon our professional judgment but always with a clear understanding that it is not a maximum or fixed-fee quotation. The ultimate cost frequently is more or less than the amount estimated.

For certain well-defined services (for example, a simple business incorporation), we may quote you a fixed fee. In such situations, the fixed fee arrangement will be expressed in the engagement letter setting forth both the amount of the fee and the scope of the services to be provided.

In undertaking representation of a client with a personal injury or wrongful death claim, we may, in appropriate circumstances, provide legal services on a contingent fee basis. Any such contingent fee arrangement will be set forth in the engagement letter.

Additional Charges

Typically, we will charge our clients not only for legal services rendered but also for costs incurred in providing these services.

Examples include charges for long-distance telephone calls, travel and lodging expenses, courier services, computerized research, and the use of our facsimile, photocopy and printing machines. We attempt to bill you for our actual out-of-pocket costs incurred, but for some items, the true cost incurred is difficult to establish. We would be pleased to discuss with you the specific schedule for these costs and to answer any questions that you may have. If you would prefer, in some situations we can arrange for certain of these services to be provided by third parties with direct billing to you.

It may become necessary to hire expert witnesses, consultants or investigators in connection with your representation. We will not hire such persons unless you agree to pay for their fees and charges. We will not select any expert witnesses, consultants or investigators until we consult with you.

Advance Deposits by Clients

Clients are commonly asked to make an advance deposit of funds with the firm. If you do deposit funds with us, you are deemed to have granted to us a security interest in the funds. These funds may be credited against your account and held by us as security for your past, present and future obligations to us. In some instances, we will apply these funds to satisfy your monthly invoices as they are billed, and in other instances we may apply these funds against your invoice only if payment is not made within thirty (30) days of our invoice. The specific manner in which your deposit will be handled will be addressed in the engagement letter. You agree that if requested, you will replenish these funds to the original balance and will increase the deposit to a greater amount if necessitated by the nature of the matter. If there should be any balance of these funds remaining at the time our representation terminates and all of our invoices have been paid, the balance will be returned to you.

Disputes Resolved by Arbitration

If you disagree with the amount of our fee, please take up the question with your principal lawyer contact or with our chief executive officer. Typically, such disagreements are resolved to the satisfaction of both sides with little inconvenience or formality.

Depending upon the rules of the applicable jurisdiction, you may also have the right to seek mediation or arbitration regarding such dispute under supervision of the state bar association. We agree to participate fully in that process, if applicable.

Bill Arrangements & Terms of Payment

Unless otherwise stated in the engagement letter, we will bill monthly. All invoices are due within 30 days of their date. We reserve the right to assess a late fee of 1.5% per month on all amounts unpaid for more than sixty (60) days from the date of billing, as well as the right to suspend or terminate services on account of nonpayment, subject to the limitations of applicable bar rules. Our policy is to discontinue service if invoices remain unpaid for more than ninety (90) days.

Escrow Deposits

We typically do not serve as escrow agent for client funds. In those instances where we do, and it is not required that we establish a separate escrow account for the funds received, the funds will be placed in our agency account for your benefit. Depending upon the rules of the applicable jurisdiction, your deposit may be placed in a pooled account if it is not expected to earn a net return, taking into consideration the size and anticipated duration of the deposit and the transaction costs. Other trust deposits will also be placed in the pooled account unless you request a segregated account. Again, depending upon the rules of the applicable jurisdiction, interest earned on the pooled account may be payable to a charitable foundation established for such purpose. Interest earned on a segregated trust account will be added to the deposit for your benefit and will be includable in your taxable income.

Attorney-Client Privilege

The attorney-client privilege is an important subject that we raise with our clients at the outset of a new representation. As a matter of professional responsibility, we are required to preserve the confidence of our clients. The professional obligation and the legal privilege accorded attorney-client communication exist to encourage candid and complete communications between client and attorney. The attorney-client privilege can be lost if our written or oral communications are shared inappropriately with others, including employees or representatives of the client not necessary to the effective representation of the client.

We should discuss in advance any intention on your part to include others in our confidential relationship.

Termination of Representation

Disposition of Documents

You may terminate our representation at any time, with or without cause, by notifying us. Your termination of our services will not affect your responsibility for payment of legal services rendered and costs incurred before termination, as well as your responsibility for payment of legal services and costs incurred in connection with an orderly transition of the matter.

We are subject to the rules of professional responsibility for the jurisdictions in which we practice which list several types of conduct or circumstances that require or allow us to withdraw from representing a client, including, for example: nonpayment of fees or costs, misrepresentation or failure to disclose material facts, action contrary to our advice, and conflict of interest with another client. We try to identify in advance and discuss with our clients any situation which may lead to our withdrawal and, if withdrawal ever becomes necessary, we will give the client written notice of our withdrawal, or, if required, our intent to seek court approval of our withdrawal.

Unless previously terminated, our representation will terminate upon the conclusion of our work for you on the matter or matters for which we have been engaged, but in no event later than our sending to you our final invoice for services rendered with respect to such matter or matters. If a period of 90 days passes in which we perform no service for you, we will consider our engagement terminated unless the circumstances indicate that our representation is ongoing.

Upon termination of our representation, if you so request, your papers and other data will be returned to you promptly. Otherwise, they will be retained by us and destroyed in accordance with our retention policy. We will not provide further notice of our intended destruction of these documents unless requested. At our discretion, we may retain the files in either hard copy or electronic form. If you object to our retaining files in electronic form, we should be so advised prior to the termination of our engagement. During the time we retain your files, you may request that we assemble and return to you those files to which you are entitled. Our own files pertaining to the matter will be retained by the firm.

These firm files include, for example, firm administrative records, time and expense reports, personnel and staffing materials, credit and accounting records, and internal lawyers' work product such as drafts, notes, and internal memoranda, prepared by or for the internal use of lawyers. These documents will be retained by us following the termination of the engagement for such period as we deem appropriate.

After completion of the matter for which we have been engaged, changes may occur in the applicable laws or regulations that could have an impact upon your future rights and liabilities. Unless you engage us to provide additional advice on issues arising from such prior representation, we have no continuing obligation to advise you with respect to future legal developments.

Client Responsibilities

You agree to pay our invoices for services and costs incurred as provided above. In addition, you agree to be candid and cooperative with us and will keep us informed and provide us with all information known or available to you relevant to our representation. Because it is important that we be able to contact you at all times in order to consult with you regarding your representation, you will inform us, in writing, of any changes in the name, address, telephone number, contact person, email address, state of incorporation or other relevant changes regarding you or your business. Whenever we need your instructions or authorization in order to proceed with legal work on your behalf, we will contact you at the latest business address we have received from you. If you affiliate with, acquire, are acquired by or merge with another company, you will provide us with sufficient notice to permit us to withdraw as your attorneys if we determine that such affiliation, acquisition or merger creates a conflict of interest between any of our clients and the other party to such affiliation, acquisition or merger, or if we determine that it is not in the best interests of the firm to represent the new entity.

RESOLUTION AND ORDER OF
THE COUNTY COMMISSION OF HARRISON COUNTY

A RESOLUTION AND ORDER AUTHORIZING THE REPLACEMENT OF THE BOND TRUSTEE FOR THE COUNTY COMMISSION OF HARRISON COUNTY'S OUTSTANDING SENIOR TAX INCREMENT REFUNDING REVENUE BONDS, SERIES 2021 A TAX-EXEMPT (DEVELOPMENT DISTRICT NO. 3 –WHITE OAKS), AND ITS SUBORDINATE TAX INCREMENT REVENUE BONDS, SERIES 2021 B TAXABLE (DEVELOPMENT DISTRICT NO. 3 –WHITE OAKS); AUTHORIZING THE EXECUTION AND DELIVERY OF AN INSTRUMENT OF REMOVAL, APPOINTMENT AND ACCEPTANCE WHICH WOULD EFFECT THE REPLACEMENT OF THE TRUSTEE FOR THE SERIES 2021 A BONDS AND SERIES 2021 B BONDS AND THE TAKING OF SUCH OTHER ACTIONS BY THE COMMISSION AND THE EXECUTION AND DELIVERY OF SUCH OTHER DOCUMENTS AS MAY BE NECESSARY TO CARRY OUT THE REPLACEMENT OF SUCH BOND TRUSTEE.

WHEREAS, there is currently outstanding an Indenture of Trust (the "Original Indenture") between The County Commission of Harrison County (the "Issuer") and United Bank, as Trustee (the "Original Trustee"), dated May 15, 2021, pursuant to which the Issuer originally issued its $20,573,000 Senior Tax Increment Refunding Revenue Bonds, Series 2021 A Tax-Exempt (Development District No. 3 –White Oaks) (the "Series 2021 A Bonds"), and $4,195,000 Subordinate Tax Increment Revenue Bonds, Series 2021 B Taxable (Development District No. 3 –White Oaks) (the "Series 2021 B Bonds");

WHEREAS, pursuant to a First Supplemental Indenture of Trust (the "First Supplemental Indenture") between the Issuer and the Original Trustee, dated August 11, 2023, the Issuer issued the Amended and Restated Series 2021 B Bond No. BR-1 (the "Amended and Restated Series 2021 B Bond"), in order to increase the authorized principal amount of the Series 2021 B Bonds from $4,195,000 to $6,422,000 in order to increase the principal amount available to be drawn thereon for the purpose of financing costs of Phase III TIF Project (as defined in the Indenture);

WHEREAS, pursuant to a Second Supplemental Indenture of Trust (the "Second Supplemental Indenture" and together with the Original Indenture and the First Supplemental Indenture, the "Indenture") between the Issuer and the Original Trustee, dated July 19, 2024, the Issuer and the Trustee modified Section 4.03B of the Original Indenture to extend the period of time available to the Issuer for the requisitioning of proceeds of the Series 2021 B Bonds for deposit into the Series 2021 B Bonds Project Fund and application therefrom to the payment of the costs of the Phase III TIF Project from May 25, 2024 to December 31, 2024;

WHEREAS, the Original Trustee is currently the Trustee, Paying Agent and Registrar for the Series 2021 A Bonds and the Series 2021 B Bonds;

WHEREAS, pursuant to Section 6.09 of the Indenture, the Issuer desires that the Original Trustee be replaced by Wesbanco Bank, Inc., a West Virginia banking corporation (the "Replacement Trustee"), as Trustee, Paying Agent and Registrar under the Indenture;

WHEREAS, the County Commission desires to approve the execution and delivery by the President of the County Commission of an Instrument of Removal, Appointment and Acceptance, by and among the County Commission, the Original Trustee and the Replacement Trustee (the "Trustee Replacement Agreement") which would facilitate the replacement of the Original Trustee with the Replacement Trustee as Trustee, Registrar and Paying Agent under the Indenture; and

WHEREAS, the County Commission desires to approve all other actions which may be necessary on its part and the execution and delivery of all documents that may be necessary to replace the Original Trustee with the Replacement Trustee as Trustee, Registrar and Paying Agent under the Indenture and for the Replacement Trustee to otherwise assume all duties and have all rights formerly held by the Original Trustee under the Indenture;

NOW, THEREFORE, BE IT RESOLVED, ORDERED AND ENTERED OF RECORD BY THE COUNTY COMMISSION OF HARRISON COUNTY, AS FOLLOWS:

Section 1. The County Commission authorizes, approves and directs the replacement of the Original Trustee with the Replacement Trustee as Trustee, Registrar and Paying Agent for the Series 2021 A Bonds and the Series 2021 B Bonds under the Indenture and that the Replacement Trustee otherwise have all rights and duties formerly held by the Original Trustee under the Indenture with respect to the Series 2021 A Bonds and the Series 2021 B Bonds.

Section 2. The Trustee Replacement Agreement, by and among the County Commission, the Original Trustee and the Replacement Trustee, substantially in the form attached hereto and made a part hereof as **Exhibit A**, with such changes, insertions, variations and omissions as may be approved by the President of the County Commission, shall be and the same hereby is approved. The President of the County Commission is hereby authorized and directed to execute, acknowledge, if necessary, and deliver the Trustee Replacement Agreement with such changes, insertions, variations and omissions as may be approved by the President, and the Clerk is hereby authorized and directed to affix the seal of the County Commission thereto, if necessary, and to attest the same. The execution and delivery of the Trustee Replacement Agreement by the President shall be conclusive evidence of all such approvals.

Section 3. The President of the County Commission and all other officers and employees thereof are hereby authorized to execute and deliver such other documents and to take such other actions as may be necessary to carry out the terms of the Trustee Replacement Agreement and

effect the replacement of the Original Trustee with the Replacement Trustee as Trustee, Registrar and Paying Agent for the Bonds.

Section 4. This Resolution and Order shall take effect immediately upon adoption and entry thereof.

[Remainder of Page Intentionally Blank]

Adopted and entered of record this _____, 2025.

THE COUNTY COMMISSION OF
HARRISON COUNTY

By: _____
Its President

CERTIFICATION

The undersigned, being the duly qualified, elected and acting Clerk of The County Commission of Harrison County, does hereby certify that the foregoing Resolution and Order was duly adopted and entered of record by The County Commission of Harrison County at a regular meeting duly held, pursuant to proper notice thereof, on _____, 2025 a quorum being present and acting throughout, and which Resolution and Order has not been modified, amended or revoked and is a true, correct and complete copy thereof as of this _____, 2025.

By: _____
Clerk

EXHIBIT A

[Instrument of Removal, Appointment and Acceptance]

(Attached Hereto)

INSTRUMENT OF REMOVAL, APPOINTMENT AND ACCEPTANCE

This **INSTRUMENT OF REMOVAL, APPOINTMENT AND ACCEPTANCE** (the "Agreement") is dated as of the ____ day of _____, 2025 and effective as of the ____ day of _____, 2025 (the "Effective Date"), by and among **THE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA** (the "Issuer"), **UNITED BANK**, as predecessor trustee ("United"), and **WESBANCO BANK, INC.**, as successor trustee ("Wesbanco").

WITNESSETH

WHEREAS, there is currently outstanding an Indenture of Trust (the "Original Indenture") between The County Commission of Harrison County (the "Issuer") and United Bank, as Trustee (the "Original Trustee"), dated May 15, 2021, pursuant to which the Issuer originally issued its $20,573,000 Senior Tax Increment Refunding Revenue Bonds, Series 2021 A Tax-Exempt (Development District No. 3 – White Oaks) (the "Series 2021 A Bonds"), and $4,195,000 Subordinate Tax Increment Revenue Bonds, Series 2021 B Taxable (Development District No. 3 – White Oaks) (the "Series 2021 B Bonds");

WHEREAS, pursuant to a First Supplemental Indenture of Trust (the "First Supplemental Indenture") between the Issuer and the Original Trustee, dated August 11, 2023, the Issuer issued the Amended and Restated Series 2021 B Bond No. BR-1 (the "Amended and Restated Series 2021 B Bond"), in order to increase the authorized principal amount of the Series 2021 B Bonds from $4,195,000 to $6,422,000 in order to increase the principal amount available to be drawn thereon for the purpose of financing costs of Phase III TIF Project (as defined in the Indenture);

WHEREAS, pursuant to a Second Supplemental Indenture of Trust (the "Second Supplemental Indenture" and together with the Original Indenture and the First Supplemental Indenture, the "Indenture") between the Issuer and the Original Trustee, dated July 19, 2024, the Issuer and the Trustee modified Section 4.03B of the Original Indenture to extend the period of time available to the Issuer for the requisitioning of proceeds of the Series 2021 B Bonds for deposit into the Series 2021 B Bonds Project Fund and application therefrom to the payment of the costs of the Phase III TIF Project from May 25, 2024 to December 31, 2024;

WHEREAS, United Bank is currently the Trustee, Paying Agent and Registrar under the Indenture;

WHEREAS, Section 6.09 of the Indenture provides that the Issuer may remove the Trustee at any time, so long as no default shall have occurred and be continuing under the Indenture;

WHEREAS, Section 6.10 of the Indenture provides that, if the position of Trustee shall become vacant upon removal of the Trustee by the Issuer pursuant to Section 6.09 of the Indenture, a successor Trustee shall be appointed by the Issuer by an instrument in writing delivered to such successor Trustee, with a notification thereof being given to the predecessor Trustee;

WHEREAS, no default has occurred or is continuing under the Indenture;

WHEREAS, the Issuer has taken official action to appoint Wesbanco as successor Trustee under the Indenture; and

WHEREAS, Wesbanco is willing to accept such appointment as a successor Trustee on the terms and conditions set forth herein and under the Indenture;

NOW, THEREFORE, pursuant to the provisions of the Indenture and in consideration of the covenants herein contained, it is agreed by and among the Issuer, United Bank, and Wesbanco, as follows:

ARTICLE 1
United Bank

1.1 Removal of Trustee, Paying Agent and Registrar. United Bank is hereby removed as Trustee, Paying Agent and Registrar pursuant to Section 6.09 of the Indenture, such removal to take effect upon the Effective Date.

1.2 Acknowledgement of Removal as Trustee, Registrar and Paying Agent. United Bank acknowledges its removal by the Issuer as Trustee, Paying Agent and Registrar under the Indenture as of the Effective Date.

1.3 Representations and Warranties of United Bank. United Bank represents and warrants to the Issuer and Wesbanco that:

(a) Pursuant to the provisions of the Indenture, United Bank will, on or prior to the Effective Date, transfer to Wesbanco the items described on the attached Exhibit A.

(b) This Agreement has been duly authorized, executed and delivered on behalf of United Bank and constitutes its legal, valid and binding obligation, enforceable in accordance with its terms.

(c) There is no action, suit or proceeding pending or, to the best knowledge of the responsible officers of United Bank's corporate trust department, threatened against United Bank before any court or any governmental authority arising out of any act or omission of United Bank as Trustee, Paying Agent and Registrar under the Indenture.

(d) The Indenture is in full force and effect, the principal amount outstanding on the Series 2021 A Bonds is $_____, and the principal amount outstanding on the Series 2021 B Bonds is $_____.

(e) As of _____, 2025 account balances for the Series 2021 A Bonds and the Series 2021 B Bonds are as follows:

Administrative Expense Fund (account # _____)	$_____
Revenue Fund (account # _____)	$_____
Surplus TIF Revenue Account (account # _____)	$_____
2021 A Bonds Debt Service Fund (account # _____)	$_____
2021 A Bonds Principal Account (account # _____)	$_____
2021 A Bonds Interest Account (account # _____)	$_____
2021 A Bonds Redemption Account (account # _____)	$_____
Reserve Fund (account # _____)	$_____
Rebate Fund (account # _____)	$_____
2021 B Bonds Debt Service Fund (account # _____)	$_____
2021 B Bonds Redemption Account (account # _____)	$_____
2021 B Bonds Project Fund (account # _____)	$_____

(f) As of the Effective Date, United Bank has made no advances as Trustee for the reimbursement of which it claims or may claim a lien or charge prior to that of the Bondholders.

1.4 Assignment of Prior Trustee. As of the Effective Date, United Bank assigns, transfers, delivers and confirms to Wesbanco all rights, title and interests of United Bank in the Indenture and the Trust Estate for the Series 2021 A Bonds and the Series 2021 B Bonds, including but not limited to all funds on deposit in the funds and accounts which have been established by United Bank for the Series 2021 A Bonds and the Series 2021 B Bonds pursuant to the Indenture, and all the rights, powers, privileges, and trusts of the Trustee, Paying Agent and Registrar under the Indenture. At the Issuer's sole expense but payable solely from the Trust Estate, United Bank hereby agrees to execute and deliver such further instruments and shall do such other things as Wesbanco may reasonably require so as to more fully and certainly vest and confirm in Wesbanco all rights, powers, privileges, and trusts assigned, transferred, delivered and confirmed to Wesbanco as Trustee, Paying Agent and Registrar under the Indenture.

ARTICLE 2
The Issuer

2.1 Appointment of Successor Trustee. The Issuer hereby appoints Wesbanco as the successor Trustee, Paying Agent and Registrar under the Indenture, with all the estates, properties, rights, powers, trusts, duties and obligations heretofore vested in United Bank. United Bank's removal as Trustee, Paying Agent and Registrar and the appointment and acceptance of Wesbanco as successor Trustee, Paying Agent and Registrar shall be effective as of the Effective Date.

2.2 Representations and Warranties of the Issuer. The Issuer hereby represents and warrants to United Bank and Wesbanco that:

(a) The Issuer is validly organized and existing pursuant to the laws of the State of West Virginia.

(b) It is aware of no default that has occurred and is continuing under the Indenture.

(c) This Agreement has been duly authorized, executed and delivered on behalf of the Issuer and constitutes its legal, valid and binding obligation, enforceable in accordance with its terms.

(d) On or before the date of this Agreement, the Issuer has paid, solely out of the funds which constitute a portion of the Trust Estate under the Indenture, to United Bank all remaining fees and expenses due to United Bank as Trustee under the Indenture.

(e) The Issuer has taken all actions necessary on its part of which it is aware relating to the appointment of Wesbanco as successor Trustee under the Indenture.

ARTICLE 3
Wesbanco

3.1 Acceptance of Appointment as Successor Trustee, Registrar and Paying Agent. By its signature below, Wesbanco hereby accepts its appointment as successor Trustee, Paying Agent and Registrar under the Indenture and accepts, without any further act, deed or conveyance, the rights, powers, duties and obligations of United Bank as Trustee, Paying Agent and Registrar under the Indenture, upon the terms and conditions set forth therein, with the like effect as if originally named as Trustee, Paying Agent and Registrar under the Indenture.

3.2 Representations and Warranties of Wesbanco. Wesbanco hereby represents and warrants to United Bank and to the Issuer that:

(a) It is qualified under the Indenture to act as Trustee, Paying Agent and Registrar.

(b) This Agreement has been duly authorized, executed and delivered on behalf of Wesbanco and constitutes its legal, valid and binding obligation, enforceable in accordance with its terms.

ARTICLE 4
Miscellaneous

4.1 Definitions. Except as otherwise expressly provided herein or unless the context otherwise requires, all terms used in this Agreement which are defined in the Indenture shall have the meanings assigned to them in the Indenture.

4.2 Patriot Act. The Issuer acknowledges that, in accordance with Section 326 of the USA Patriot Act, Wesbanco, like all financial institutions, and in order to help fight the funding of terrorism and money laundering, is required to obtain, verify and record information that identifies each person or legal entity that establishes a relationship or opens an account with Wesbanco. The Issuer agrees that it will provide Wesbanco with such information as it may reasonably request in order for Wesbanco to satisfy the requirements of the USA Patriot Act.

4.3 Effective Date. This Agreement and the removal, appointment and acceptance effected hereby shall be effective as of the opening of business on the Effective Date.

4.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of West Virginia.

4.5 Counterparts. This Agreement may be executed in any number of counterparts each of which shall be an original, but such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, The County Commission Of Harrison County, West Virginia has caused this instrument to be executed by one of its officers duly authorized; Wesbanco Bank, Inc. has caused this instrument to be executed and acknowledged by one of its officers duly authorized, and United Bank has caused this instrument to be executed and acknowledged by one of its officers duly authorized, all as of the _____day of _____, 2025.

THE COUNTY COMMISSION OF
HARRISON COUNTY, WEST VIRGINIA

By: _____
Its: President

COUNTERPART SIGNATURE PAGE FOR
INSTRUMENT OF REMOVAL, APPOINTMENT AND ACCEPTANCE

WESBANCO BANK, INC.

By: _____
Its: _____

COUNTERPART SIGNATURE PAGE FOR
INSTRUMENT OF REMOVAL, APPOINTMENT AND ACCEPTANCE

UNITED BANK

By: _____
Its: _____

EXHIBIT A

LIST OF ITEMS TO BE DELIVERED TO WESBANCO BY UNITED BANK

1. Closing Transcripts that includes executed copies of the Original Indenture, the First Supplemental Indenture, the Second Supplemental Indenture and other closing documents.

2. Certified List of Holders of the Series 2021 A Bonds and the Series 2021 B Bonds as of the effective date of this Agreement, certificate detail and all "stop transfers" and the reason for such "stop transfers".

3. Copies of any official notices sent by the Trustee to all Bondholders pursuant to the terms of the Indenture during the past twelve months.

4. Bond debt service records.

5. Trust account statements for a one-year period preceding the date of this Agreement for the Series 2021 A Bonds and the Series 2021 B Bonds.

6. All unissued Bonds inventory or DTC FAST held global certificates.

7. Such other documents as Wesbanco may reasonably require in order to transfer the appointment to it and to execute, acknowledge and deliver such further instruments of conveyance and further assurance and to do such other things as may reasonable be required for more fully and certainly vesting and confirming to Wesbanco all rights, powers, trusts, privileges, duties and obligations which United Bank held under and by virtue of the Indenture.

RESOLUTION AND ORDER OF
THE COUNTY COMMISSION OF HARRISON COUNTY

A RESOLUTION AND ORDER AUTHORIZING THE REPLACEMENT OF THE BOND TRUSTEE FOR THE COUNTY COMMISSION OF HARRISON COUNTY'S OUTSTANDING TAX INCREMENT REVENUE BONDS, SERIES 2016 A (DEVELOPMENT DISTRICT NO. 4 – WHITE OAKS INDUSTRIAL PARK PROJECT NO. 1) (THE "SERIES 2016 A BONDS"); AUTHORIZING THE EXECUTION AND DELIVERY OF AN INSTRUMENT OF REMOVAL, APPOINTMENT AND ACCEPTANCE WHICH WOULD EFFECT THE REPLACEMENT OF THE TRUSTEE FOR THE SERIES 2016 A BONDS AND THE TAKING OF SUCH OTHER ACTIONS BY THE COMMISSION AND THE EXECUTION AND DELIVERY OF SUCH OTHER DOCUMENTS AS MAY BE NECESSARY TO CARRY OUT THE REPLACEMENT OF SUCH BOND TRUSTEE.

WHEREAS, there is currently outstanding an Indenture of Trust (the "Original Indenture") between The County Commission of Harrison County (the "Issuer") and United Bank, formerly known as United Bank, Inc., as Trustee (the "Original Trustee"), dated November 9, 2016, pursuant to which the Issuer originally issued its $1,400,000 Tax Increment Revenue Bonds, Series 2016 A (Development District No. 4 – White Oaks Industrial Park Project No. 1) (the "Series 2016 A Bonds");

WHEREAS, pursuant to a First Supplemental Indenture of Trust (the "First Supplemental Indenture" and collectively with the Original Indenture, the "Indenture") between the Issuer and the Original Trustee, dated March 1, 2021, the Issuer and the Trustee modified Section 1.01 of the Original Indenture, Section 3.01C of the Original Indenture, Section 4.03B of the Original Indenture, and Exhibit A attached to the Original Indenture, and issued the Amended and Restated Series 2016 A Bonds No. AR-1 (the "Amended and Restated Series 2016 A Bond"), to extend the period of time available to the Issuer for the requisitioning of proceeds of the Series 2016 A Bonds for deposit into the Series 2016 A Bonds Project Fund and application therefrom to the payment of the costs of the TIF Project from November 1, 2019 to April 30, 2021;

WHEREAS, the Original Trustee is currently the Trustee, Paying Agent and Registrar for the Series 2016 A Bonds;

WHEREAS, pursuant to Section 6.09 of the Indenture, the Issuer desires that the Original Trustee be replaced by Wesbanco Bank, Inc., a West Virginia banking corporation (the "Replacement Trustee"), as Trustee, Paying Agent and Registrar under the Indenture;

WHEREAS, the County Commission desires to approve the execution and delivery by the President of the County Commission of an Instrument of Removal, Appointment and Acceptance, by and among the County Commission, the Original Trustee and the Replacement Trustee (the "Trustee Replacement Agreement") which would facilitate the replacement of the Original Trustee with the Replacement Trustee as Trustee, Registrar and Paying Agent under the Indenture; and

WHEREAS, the County Commission desires to approve all other actions which may be necessary on its part and the execution and delivery of all documents that may be necessary to replace the Original Trustee with the Replacement Trustee as Trustee, Registrar and Paying Agent under the Indenture and for the Replacement Trustee to otherwise assume all duties and have all rights formerly held by the Original Trustee under the Indenture;

NOW, THEREFORE, BE IT RESOLVED, ORDERED AND ENTERED OF RECORD BY THE COUNTY COMMISSION OF HARRISON COUNTY, AS FOLLOWS:

Section 1. The County Commission authorizes, approves and directs the replacement of the Original Trustee with the Replacement Trustee as Trustee, Registrar and Paying Agent for the Series 2016 A Bonds under the Indenture and that the Replacement Trustee otherwise have all rights and duties formerly held by the Original Trustee under the Indenture with respect to the Series 2016 A Bonds.

Section 2. The Trustee Replacement Agreement, by and among the County Commission, the Original Trustee and the Replacement Trustee, substantially in the form attached hereto and made a part hereof as **Exhibit A**, with such changes, insertions, variations and omissions as may be approved by the President of the County Commission, shall be and the same hereby is approved. The President of the County Commission is hereby authorized and directed to execute, acknowledge, if necessary, and deliver the Trustee Replacement Agreement with such changes, insertions, variations and omissions as may be approved by the President, and the Clerk is hereby authorized and directed to affix the seal of the County Commission thereto, if necessary, and to attest the same. The execution and delivery of the Trustee Replacement Agreement by the President shall be conclusive evidence of all such approvals.

Section 3. The President of the County Commission and all other officers and employees thereof are hereby authorized to execute and deliver such other documents and to take such other actions as may be necessary to carry out the terms of the Trustee Replacement Agreement and effect the replacement of the Original Trustee with the Replacement Trustee as Trustee, Registrar and Paying Agent for the Bonds.

Section 4. This Resolution and Order shall take effect immediately upon adoption and entry thereof.

[Remainder of Page Intentionally Blank]

Adopted and entered of record this _____, 2025.

THE COUNTY COMMISSION OF
HARRISON COUNTY

By: _____
Its President

CERTIFICATION

The undersigned, being the duly qualified, elected and acting Clerk of The County Commission of Harrison County, does hereby certify that the foregoing Resolution and Order was duly adopted and entered of record by The County Commission of Harrison County at a regular meeting duly held, pursuant to proper notice thereof, on _____, 2025 a quorum being present and acting throughout, and which Resolution and Order has not been modified, amended or revoked and is a true, correct and complete copy thereof as of this _____, 2025.

By: _____
Clerk

EXHIBIT A

[Instrument of Removal, Appointment and Acceptance]

(Attached Hereto)

INSTRUMENT OF REMOVAL, APPOINTMENT AND ACCEPTANCE

This **INSTRUMENT OF REMOVAL, APPOINTMENT AND ACCEPTANCE** (the "Agreement") is dated as of the ____ day of _____, 2025 and effective as of the ____ day of _____, 2025 (the "Effective Date"), by and among **THE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA** (the "Issuer"), **UNITED BANK** (formerly known as United Bank, Inc.), as predecessor trustee ("United Bank"), and **WESBANCO BANK, INC.**, as successor trustee ("Wesbanco").

WITNESSETH

WHEREAS, there is currently outstanding an Indenture of Trust (the "Original Indenture") between the Issuer and United Bank dated November 9, 2016, pursuant to which the Issuer originally issued its $1,400,000 Tax Increment Revenue Bonds, Series 2016 A (Development District No. 4 – White Oaks Industrial Park Project No. 1) (the "Series 2016 A Bonds");

WHEREAS, pursuant to a First Supplemental Indenture of Trust (the "First Supplemental Indenture" and collectively with the Original Indenture, the "Indenture") between the Issuer and the United, dated March 1, 2021, the Issuer and United modified Section 1.01 of the Original Indenture, Section 3.01C of the Original Indenture, Section 4.03B of the Original Indenture, and Exhibit A attached to the Original Indenture, and issued the Amended and Restated Series 2016 A Bonds No. AR-1 (the "Amended and Restated Series 2016 A Bond"), to extend the period of time available to the Issuer for the requisitioning of proceeds of the Series 2016 A Bonds for deposit into the Series 2016 A Bonds Project Fund and application therefrom to the payment of the costs of the TIF Project from November 1, 2019 to April 30, 2021;

WHEREAS, United Bank is currently the Trustee, Paying Agent and Registrar under the Indenture;

WHEREAS, Section 6.09 of the Indenture provides that the Issuer may remove the Trustee at any time, so long as no default shall have occurred and be continuing under the Indenture;

WHEREAS, Section 6.10 of the Indenture provides that, if the position of Trustee shall become vacant upon removal of the Trustee by the Issuer pursuant to Section 6.09 of the Indenture, a successor Trustee shall be appointed by the Issuer by an instrument in writing delivered to such successor Trustee, with a notification thereof being given to the predecessor Trustee;

WHEREAS, no default has occurred or is continuing under the Indenture;

WHEREAS, the Issuer has taken official action to appoint Wesbanco as successor Trustee under the Indenture; and

WHEREAS, Wesbanco is willing to accept such appointment as a successor Trustee on the terms and conditions set forth herein and under the Indenture;

NOW, THEREFORE, pursuant to the provisions of the Indenture and in consideration of the covenants herein contained, it is agreed by and among the Issuer, United Bank, and Wesbanco, as follows:

ARTICLE 1
United Bank

1.1 Removal of Trustee, Paying Agent and Registrar. United Bank is hereby removed as Trustee, Paying Agent and Registrar pursuant to Section 6.09 of the Indenture, such removal to take effect upon the Effective Date.

1.2 Acknowledgement of Removal as Trustee, Registrar and Paying Agent. United Bank acknowledges its removal by the Issuer as Trustee, Paying Agent and Registrar under the Indenture as of the Effective Date.

1.3 Representations and Warranties of United Bank. United Bank represents and warrants to the Issuer and Wesbanco that:

(a) Pursuant to the provisions of the Indenture, United Bank will, on or prior to the Effective Date, transfer to Wesbanco the items described on the attached Exhibit A.

(b) This Agreement has been duly authorized, executed and delivered on behalf of United Bank and constitutes its legal, valid and binding obligation, enforceable in accordance with its terms.

(c) There is no action, suit or proceeding pending or, to the best knowledge of the responsible officers of United Bank's corporate trust department, threatened against United Bank before any court or any governmental authority arising out of any act or omission of United Bank as Trustee, Paying Agent and Registrar under the Indenture.

(d) The Indenture is in full force and effect, the principal amount outstanding on the Series 2016 A Bonds is $_____.

(e) As of _____, 2025 account balances for the Series 2016 A Bonds are as follows:

Administrative Expense Fund (account # _____)	$_____
Revenue Fund (account # _____)	$_____
Debt Service Fund (account # _____)	$_____
Redemption Account (account # _____)	$_____
Project Fund (account # _____)	$_____

(f) As of the Effective Date, United Bank has made no advances as Trustee for the reimbursement of which it claims or may claim a lien or charge prior to that of the Bondholders.

1.4 Assignment of Prior Trustee. As of the Effective Date, United Bank assigns, transfers, delivers and confirms to Wesbanco all rights, title and interests of United Bank in the Indenture and the Trust Estate for the Series 2016 A Bonds, including but not limited to all funds on deposit in the funds and accounts which have been established by United Bank for the Series 2016 A Bonds pursuant to the Indenture, and all the rights, powers, privileges, and trusts of the Trustee, Paying Agent and Registrar under the Indenture. At the Issuer's sole expense but payable solely from the Trust Estate, United Bank hereby agrees to execute and deliver such further instruments and shall do such other things as Wesbanco may reasonably require so as to more fully and certainly vest and confirm in Wesbanco all rights, powers, privileges, and trusts assigned, transferred, delivered and confirmed to Wesbanco as Trustee, Paying Agent and Registrar under the Indenture.

ARTICLE 2
The Issuer

2.1 Appointment of Successor Trustee. The Issuer hereby appoints Wesbanco as the successor Trustee, Paying Agent and Registrar under the Indenture, with all the estates, properties, rights, powers, trusts, duties and obligations heretofore vested in United Bank. United Bank's removal as Trustee, Paying Agent and Registrar and the appointment and acceptance of Wesbanco as successor Trustee, Paying Agent and Registrar shall be effective as of the Effective Date.

2.2 Representations and Warranties of the Issuer. The Issuer hereby represents and warrants to United Bank and Wesbanco that:

(a) The Issuer is validly organized and existing pursuant to the laws of the State of West Virginia.

(b) It is aware of no default that has occurred and is continuing under the Indenture.

(c) This Agreement has been duly authorized, executed and delivered on behalf of the Issuer and constitutes its legal, valid and binding obligation, enforceable in accordance with its terms.

(d) On or before the date of this Agreement, the Issuer has paid, solely out of the funds which constitute a portion of the Trust Estate under the Indenture, to United Bank all remaining fees and expenses due to United Bank as Trustee under the Indenture.

(e) The Issuer has taken all actions necessary on its part of which it is aware relating to the appointment of Wesbanco as successor Trustee under the Indenture.

ARTICLE 3
Wesbanco

3.1 Acceptance of Appointment as Successor Trustee, Registrar and Paying Agent. By its signature below, Wesbanco hereby accepts its appointment as successor Trustee, Paying Agent and Registrar under the Indenture and accepts, without any further act, deed or conveyance, the rights, powers, duties and obligations of United Bank as Trustee, Paying Agent and Registrar under the Indenture, upon the terms and conditions set forth therein, with the like effect as if originally named as Trustee, Paying Agent and Registrar under the Indenture.

3.2 Representations and Warranties of Wesbanco. Wesbanco hereby represents and warrants to United Bank and to the Issuer that:

(a) It is qualified under the Indenture to act as Trustee, Paying Agent and Registrar.

(b) This Agreement has been duly authorized, executed and delivered on behalf of Wesbanco and constitutes its legal, valid and binding obligation, enforceable in accordance with its terms.

ARTICLE 4
Miscellaneous

4.1 Definitions. Except as otherwise expressly provided herein or unless the context otherwise requires, all terms used in this Agreement which are defined in the Indenture shall have the meanings assigned to them in the Indenture.

4.2 Patriot Act. The Issuer acknowledges that, in accordance with Section 326 of the USA Patriot Act, Wesbanco, like all financial institutions, and in order to help fight the funding of terrorism and money laundering, is required to obtain, verify and record information that identifies each person or legal entity that establishes a relationship or opens an account with Wesbanco. The Issuer agrees that it will provide Wesbanco with such information as it may reasonably request in order for Wesbanco to satisfy the requirements of the USA Patriot Act.

4.3 Effective Date. This Agreement and the removal, appointment and acceptance effected hereby shall be effective as of the opening of business on the Effective Date.

4.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of West Virginia.

4.5 Counterparts. This Agreement may be executed in any number of counterparts each of which shall be an original, but such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, The County Commission Of Harrison County, West Virginia has caused this instrument to be executed by one of its officers duly authorized; Wesbanco Bank, Inc. has caused this instrument to be executed and acknowledged by one of its officers duly authorized, and United Bank has caused this instrument to be executed and acknowledged by one of its officers duly authorized, all as of the _____day of _____, 2025.

THE COUNTY COMMISSION OF
HARRISON COUNTY, WEST VIRGINIA

By: _____
Its: President

COUNTERPART SIGNATURE PAGE FOR
INSTRUMENT OF REMOVAL, APPOINTMENT AND ACCEPTANCE

WESBANCO BANK, INC.

By: _____
Its: _____

COUNTERPART SIGNATURE PAGE FOR
INSTRUMENT OF REMOVAL, APPOINTMENT AND ACCEPTANCE

UNITED BANK

By: _____
Its: _____

EXHIBIT A

LIST OF ITEMS TO BE DELIVERED TO WESBANCO BY UNITED BANK

1. Closing Transcripts that includes executed copies of the Indenture and other closing documents.

2. Certified List of Holders of the Series 2016 A Bonds as of the effective date of this Agreement, certificate detail and all "stop transfers" and the reason for such "stop transfers".

3. Copies of any official notices sent by the Trustee to all Bondholders pursuant to the terms of the Indenture during the past twelve months.

4. Bond debt service records.

5. Trust account statements for a one-year period preceding the date of this Agreement for the Series 2016 A Bonds.

6. All unissued Bonds inventory or DTC FAST held global certificates.

7. Such other documents as Wesbanco may reasonably require in order to transfer the appointment to it and to execute, acknowledge and deliver such further instruments of conveyance and further assurance and to do such other things as may reasonable be required for more fully and certainly vesting and confirming to Wesbanco all rights, powers, trusts, privileges, duties and obligations which United Bank held under and by virtue of the Indenture.

Bridgeport WEST VIRGINIA
Opportunity lives here.

March 18, 2025

The County Commission of Harrison County
229 S. Third Street
Clarksburg, WV 26301
Attention: President Thomas, Commissioner Trecost,
Commissioner Hinkle, and Laura Pysz, County Administrator

Genesis Partners, Limited Partnership
600 Marketplace Avenue, Suite 350
Bridgeport, WV 26330
Attention: James Corton

UMB Bank, National Association, as Trustee
Attention: Gordon Gendler
c/o Brian Crumbaker
101 East College Avenue
Tallahassee, FL 32301

Re: Proposed Terms related to Extension of Harrison County Development District No. 2 – Charles Pointe

Dear Commissioners, Ms. Pysz, Mr. Corton, and Mr. Gendler:

In response to the request from Genesis Partners, Limited Partnership ("Genesis") as conveyed by Tom Aman via email, The City of Bridgeport, West Virginia (the "City") proposes the following terms for resolution of the outstanding issues related to the extension of the termination date of The County Commission of Harrison County Development District No. 2 – Charles Pointe (the "TIF District").

1. **Property Tax Revenue Distribution**: Beginning in the first year of the extension period of the TIF District termination date (2036), 50% of property tax revenues that would have been distributed to the City if the TIF District terminated as originally planned would be distributed to the City.

   (a) The calculation previously provided by Tom Aman and prepared by MuniCap, Inc. ("MuniCap") shows current municipal regular levy tax increment revenues of $375,539.72. 50% of this amount would be $187,769.86. On January 17, Tom Aman was authorized by Genesis to offer $100,000 per year to be distributed to the City. This is only a current difference of $87,769.86 per year.

   (b) A percentage is proposed because the City is concerned that it cannot anticipate what the future development in the TIF District would be and having the portion distributed to it be a percentage protects against that and is consistent with the City's original consent which was to the TIF District terminating in 30 years.

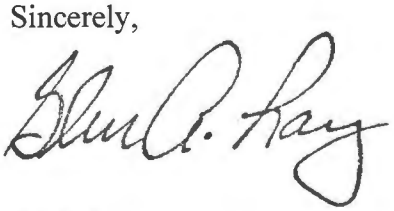
(c) As our counsel discussed with Tom Aman, the City proposes an intergovernmental agreement pursuant to WV Code §7-11B-4(22) to be entered into between The County Commission of Harrison County (the "County Commission") and the City, concurrently with the restructuring of bonds that would be acknowledged and agreed to by UMB Bank, National Association, as trustee. The trust indenture for the refunding TIF bonds would be structured so that the funds to be released to the City are segregated and not to be pledged or used for payment of such Bonds. MuniCap would annually calculate the funds to be distributed. As our counsel discussed with Tom Aman, the funds would be distributed annually to the City pursuant to the authority in WV Code §7-11B permitting the distribution of funds to levying bodies.

2. **Mutual Release of Claims**: The City proposes a mutual release of all claims by Genesis and the City.
3. **Legal Fees**: Genesis or the TIF District will pay and/or reimburse legal fees of the City related to the TIF District termination date extension and related litigation. As of March 14, 2025, the City had paid $106,679.93, which did not include accrued amounts not yet paid or amounts incurred if a resolution is reached. This amount does not include fees paid to Phil Reale or West and Jones. The City proposes an amount not to exceed $150,000. This amount has increased from the original proposal in light of recent increases in litigation costs that the City has incurred.
4. **Amendment of Bylaws**: The City proposes that the County Commission and the City agree to permit the City to nominate one member of the Charles Pointe Community Enhancement District Board for consideration of appointment by the County Commission.
5. **Development Agreement**: If Genesis remains as the developer of the TIF District, the City requests that the County Commission include a covenant in the Development Agreement that Genesis will not pursue legislation that would negatively impact collections of tax increment revenues, including but not limited to legislation to remove property from the boundaries of the City.

We look forward to discussing these proposals in further detail and working collaboratively to permit the continued development of the TIF District. Please note that final approval of terms agreed to by the parties and any documents negotiated amongst the parties are subject to approval by the City Council and the City's counsel.

Thank you for your attention to this matter.

Sincerely,



Andy Lang
Mayor
The City of Bridgeport, West Virginia
alang@bridgeportwv.gov
304-842-8235

15

HARRISON COUNTY
SHERIFF AND TREASURER

ROBERT G. MATHENY

301 WEST MAIN STREET
CLARKSBURG, WEST VIRGINIA 26301
PHONE (304) 624-8550 FAX (304) 624-8734

March 26, 2025

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

Dear Commissioners:

I am requesting an in-house transfer of funds on the following line items:

404-Tax Division
Move $79,543.00 from line item 404-103-00 to line item 404-459-00.
Move $6,085.04 from line item 404-104-00 to line item 404-459-00.
Move $7,158.06 from line item 404-106-00 to line item 404-459-00.

The purpose of this revision is to purchase a vehicle for the Tax Office.

Sincerely,

Robert G. Matheny II
Sheriff

16

HARRISON COUNTY
SHERIFF AND TREASURER

ROBERT G. MATHENY

301 WEST MAIN STREET
CLARKSBURG, WEST VIRGINIA 26301
PHONE (304) 624-8550 FAX (304) 624-8734

March 17, 2025

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

Dear Commissioners:

I am requesting to transfer funds on the following line items:

700-Law Enforcement
Transfer $736.13 from line item 700-216 to 700-341
Transfer $700.00 from line item 700-211 to 700-341

701-Process
Transfer $662.00 from line item 701-345 to line item 701-219
Transfer $400.00 from line item 701-345 to line item 701-225

730-Security
Transfer $365.72 from line item 027-730-459 to line item 027-730-345
Transfer $100.00 from line item 027-730-221 to line item 027-730-341
Transfer $1,066.49 from line item 027-730-459 to line item 027-730-225

Thank you for your consideration in this matter.

Sincerely,

Robert G. Matheny II
Sheriff

APPOINTMENT DATA
BOARDS AND/OR COMMISSIONS

18-A

Last Name DeFazio

First Name Timothy

Middle Name M

Home Address *(If PO Box, give street address)*
8109 North Byers Lane

City Stonewood

State WV

Zip Code 26301

Employer Name
Gray Media Inc (WDTV)

Employer Address
5 TV Drive

City Bridgeport

State WV

Zip Code 26330

Home Phone 304-838-2233

Business Phone 304-848-5000

Position Sought
Centra Board

Prior service on City or County Boards
Stonewood Sewer Board Cu

Years Served
2

Qualifications
Business Management, Finance and Marketing

Hours available per month
When needed.

Education Background
Roosevelt-Wilson High School
Fairmont State University

I will serve if appointed (•) YES ( ) NO

Reset Print Submit

APPOINTMENT DATA
BOARDS AND/OR COMMISSIONS

18-B

Last Name McNabb

First Name Jeanie

Middle Name

Home Address *(If PO Box, give street address)*
43 Sheffield Court

City Bridgeport

State WV

Zip Code 26330

Employer Name
Retired/BB&T

Employer Address

City

State

Zip Code

Home Phone 304-641-1349

Business Phone n/a

Position Sought
Centra Board or Health Department

Prior service on City or County Boards EODD/Charles Pointe

Years Served 6 mos

Qualifications
Have over 45 years banking experience working with clients, solving problems, reviewing properties and client information. Retired as VP of Mortgages in 2014

Hours available per month
10-15

Education Background
WVWC, various banking schools throughout career

I will serve if appointed (•) YES ( ) NO

Reset Print Submit

HARRISON COUNTY SEAL 1784 FREEDOM AND INDEPENDENCE WEST VIRGINIA

19

NORTH CENTRAL WEST VIRGINIA

ECONOMIC OUTLOOK

2023-2027



North Central West Virginia Economic Outlook 2023-2027 is published by:
Bureau of Business & Economic Research
West Virginia University
John Chambers College of Business & Economics
(304) 293-7831 | bebureau@mail.wvu.edu
business.wvu.edu/bber
Joshua Hall, Ph.D., Milan Puskar Dean

Written by:
Brian Lego
Research Assistant Professor
Bureau of Business & Economic Research

John Deskins, Ph.D.
Director
Bureau of Business & Economic Research

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WestVirginiaUniversity.
JOHN CHAMBERS COLLEGE OF BUSINESS AND ECONOMICS

Executive Summary

North Central West Virginia has been one of a few economic regions in state to record steady economic growth over the past decade, but the area experienced notable ups-and-downs over the past few years. The region experienced significant job losses and a nearly equal-sized recovery in payrolls during the COVID-19 pandemic, while also seeing the loss of a major manufacturer in Mylan. This report presents a detailed discussion of North Central West Virginia's economy along with a forecast of regional conditions. Several key facts behind the recent economic performance of North Central West Virginia are as follows:

- **North Central West Virginia managed to add 9,000 jobs between 2010 and 2019**, easily outperforming the state's overall employment performance during this period.
- **The region's recovery from the COVID-19 recession has lagged slightly behind that of the state.** Overall, regional payroll employment is at nearly 99 percent of its pre-pandemic level.
- **Among the region's four counties, only Preston County has reached pre-pandemic levels of employment but Monongalia County trails this mark by a very small margin.** Marion County has had the weakest recovery overall.
- **Natural gas output in the region has grown rapidly over the past several years and should continue to another healthy increase in withdrawals during 2022.**
- **Regional coal production has trended lower over the past several years and will decline during the outlook period as domestic steam coal demand weakens**.
- **Unemployment in the region has fallen rapidly after spiking to nearly 14 percent during the COVID-19 recession, hitting a record low of 2.8 percent in mid-2022.**
- **Labor force participation is higher in the area compared to the balance of West Virginia.** While the region does lag the overall national average, workforce participation for several age groups is well above average.
- **Per capita personal income growth in North Central WV has lagged state and national averages since 2013.** Harrison and Monongalia counties rank among the top seven in terms of per capita income levels.
- **Regional demographic trends are also favorable. The number of residents in the area has increased by 25,000 since 2000.** The area's population is younger and more highly educated versus statewide norms.

Our forecast calls for North Central to continue its recovery from the COVID-19 recession. However, the region will see increased uncertainty over the next year or so due to broader macroeconomic conditions. Growth will surpass state and national averages over the outlook period. Key aspects of our forecast are as follows:

- **We expect employment to grow at an annual rate of 0.6 percent per year in North Central WV.** This rate is higher than expected growth for West Virginia overall (0.3 percent) and the national rate of 0.4 percent.
- **Monongalia County will likely see the fastest rate of job growth in the region, especially between 2023 and 2025.** Harrison and Marion counties are also expected to grow faster than the statewide average.
- **Services sectors most affected by the pandemic will enjoy the fastest rates of job growth as a group**. The region's healthcare industry will remain a key foundation of growth, led by WVU Medicine.
- **However, manufacturing is expected to grow at the fastest rate during the outlook. Recent development announcements suggest the jobs lost in the sector by Mylan's departure could be recovered by 2024.**
- **Unemployment is expected to remain low in coming years and should remain appreciably lower than the statewide average throughout the outlook period.**
- **Real per capita personal income is expected to increase at an annual average rate of more than 1.7 percent between 2022 and 2027,** roughly on par with statewide and national growth.
- **The region's population is expected to decline slightly over the forecast horizon,** though Monongalia County will record population gains.

Recent Economic Performance

North Central West Virginia[1] has been one of the state's healthiest economic regions over the long term. Over the past few years, the four-county area has had to deal with not only the economic fallout caused by the COVID-19 pandemic, but also the loss of the state's only pharmaceuticals manufacturing facility following the closure of Mylan's plant in Morgantown in early-2022.

While its relatively diverse economic base can typically buffer it from major macroeconomic shocks, or at least alleviate their overall impacts, the magnitude of the COVID-19 recession was so substantial and encompassing that it caused the North Central region to suffer its sharpest decline in economic activity on record. Overall, total regional payrolls plunged by roughly 18,000 between February and April 2020.

The region's recovery has lagged the statewide average over the past two years or so, but again the Mylan plant closure was a significant contributing factor to this as the facility employed nearly 1,400 people. The emergence of the Delta ad Omicron variants at different points in 2021 also impeded the area's recovery pace, as rising infections and hospitalizations placed significant strain directly on the area's healthcare sector and helped to exacerbate labor shortages across several sectors as workers were infected or quarantined due to close contact exposure to the virus. Despite these hurdles, area employers have added 17,000 jobs over the course of the recovery through late-summer 2022, putting the region's total employment at nearly 99 percent of its pre-pandemic level.

PERFORMANCE BY COUNTY Monongalia County represents the North Central region's primary economic engine. To that point, West Virginia University is the linchpin of the county's economy thanks in part to the presence of 30 thousand students, faculty, and staff on the Morgantown campus. WVU has generated growth opportunities for the region's economy thanks to numerous new construction and renovation projects across the university's three campuses, not to mention the creation of spillover effects created by on-campus research and outreach activities by faculty and staff.

WVU Medicine's expanding campus at JW Ruby Memorial Hospital, and via its network growth throughout the state, has bolstered the region's economy, particularly with the recent opening of the state-of-the-art children's hospital that adds more than 150 pediatric beds and large numbers of new medical staff to operate the facility. Moreover, the

Figure 1: Total Employment

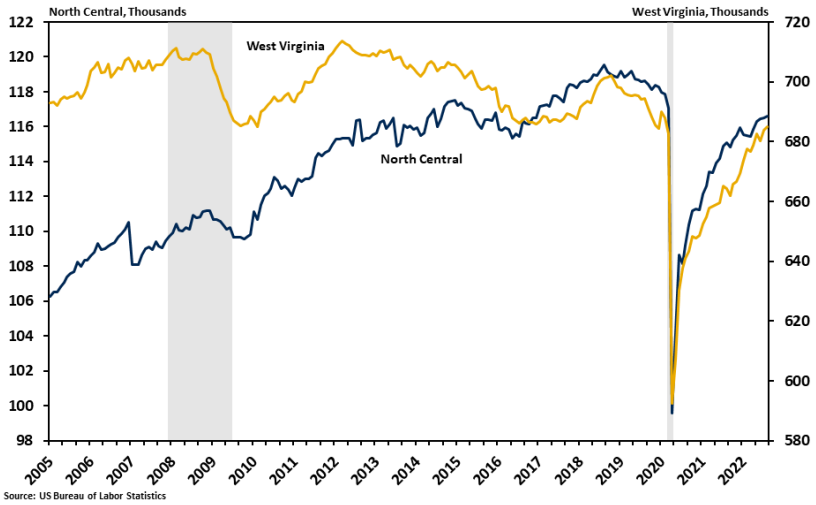
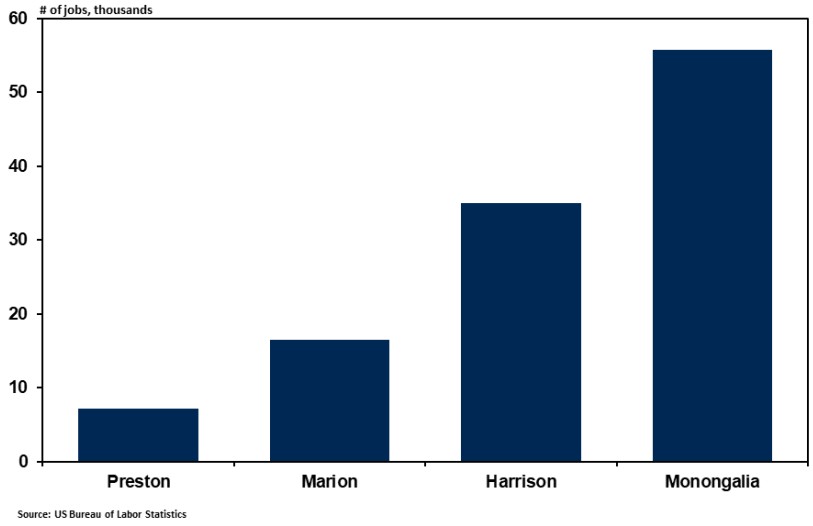
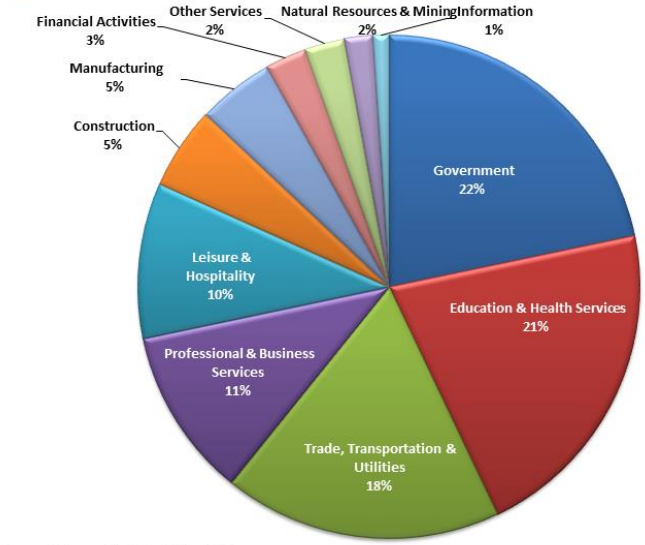


Figure 2: Total Employment by County (2021)



[1] For the purposes of this report, North-Central West Virginia consists of Harrison, Marion, Monongalia and Preston counties.

Figure 3: North Central Employment Distribution by Sector



Source: US Bureau of Labor Statistics; 2021 data.

new children's hospital has created opportunities for pediatric research as well as providing specialty pediatric care services to West Virginia residents that was only available at major hospitals in neighboring states.

Aside from the much-discussed economic fallout and volatility caused by the pandemic, Viatris' closure of the Mylan oral dose manufacturing facility in Morgantown has also had a major negative impact on the county's performance over the past year or so. Even though the plant was ultimately shuttered in early-2022, the facility had endured a succession of setbacks over the previous several years, e.g., several large-scale layoff events, restructuring of IT operations and multiple violations assessed by the FDA. In all, the plant's payroll levels had declined from nearly 2,000 in the mid- to late-2010s down to zero in early-2022 when the facility closed at the beginning of this year. On a positive note, the plant's ownership was shifted over to WVU and new companies have announced their intentions to lease portions of the facility for their own operations.

Even with all the turmoil caused by the pandemic and the negative shock caused by Mylan's closure, Monongalia County has shown significant resilience over the past two years and has managed to recover at an above average rate over the past two years or so. Indeed, after payrolls in the county fell by 9,000 during the COVID-19 recession, employment has bounced back to the point that it is only a few tenths of one percentage point away from reaching pre-pandemic levels.

Although Monongalia County experienced the largest absolute number of job losses during the COVID-19 recession, Harrison County has endured the most economic volatility over the past several years, including a period prior to the pandemic. For example, construction activity on several natural pipeline projects in the surrounding region (Mountain Valley, Atlantic Coast, Goff, and Mountaineer Xpress) added thousands of construction and engineering services jobs between 2017 and 2019. Of course, these jobs have vanished from employment data as the projects have been completed or delayed/canceled, as is the case with the Mountain Valley and Atlantic Coast pipelines.

In terms of the county's losses during the COVID-19 recession, Harrison County payrolls plunged by nearly 5,000 during the initial phase of the pandemic. In the subsequent two years or so, employment in the county has rebounded by more than 4,000 as of the second quarter of 2022. Overall, employment has reached approximately 98.6 percent of its pre-pandemic level, lagging the statewide pandemic recovery by a small margin. Even as the lingering effects of the pandemic weighed on activity for several service-providing sectors, other sectors buoyed Harrison County's economy during the pandemic. Indeed, regional aerospace manufacturing and service operations have expanded at the North Central WV Airport, including recent moves by the airport to add new commercial flight destinations for travelers and the decision by Mitsubishi Heavy Industries to add hangar space. Furthermore, the continued build-out of Charles Pointe and White Oaks, plus further personnel additions at the FBI's Criminal Justice Information Services (CJIS) facility have bolstered the area's economy.

Marion County's economy suffered the largest percentage declines in employment during the recession, as employers eliminated 20 percent (or ~3,000) jobs between February and April 2020. Unfortunately, these losses came on the heels of a protracted downward trend in employment within the county that stretched back to the early 2010s. Furthermore, Marion County has seen the weakest rebound in economic activity to date from the COVID-19 recession, as employment has increased to just over 95 percent of its pre-pandemic level. On a positive note, the county's economy did receive a shot in the arm with WVU Medicine's decision to purchase Fairmont

Medical Center and subsequent $110 million renovation of the hospital facilities that was completed during summer 2022. Also, major highway construction projects and several commercial and residential developments along the I-79 corridor have helped to lift activity as well. Finally, Preston County, which is the most rural in the North Central region, has seen employment recover to the point that it is on par with pre-pandemic levels.

PUBLIC SECTOR The public sector is a major feature of North Central West Virginia's economic landscape. In addition to the presence of higher education institutions, namely WVU and Fairmont State University, several major federal installations can be found in the area, including the FBI's CJIS facility, Department of Energy's National Energy Technology Laboratory, Louis A. Johnson VA Medical Center, National Institute for Occupational Safety and Health (NIOSH) and US Bureau of Prisons. The federal arm of the public sector has been especially supportive to regional growth in recent years, due in large part to personnel and program investments at the FBI's facility in recent years.

The COVID-19 pandemic has weighed on public sector payrolls, particularly at the state and local government levels. While the federal government stepped in with significant amounts of assistance via fiscal and monetary policy support mechanisms, state, county, and municipal payrolls are still appreciably below pre-pandemic levels. Even as state coffers are seeing record-setting surpluses and local governments have experienced a strong improvement in fiscal conditions, most of this windfall can be traced back to direct federal assistance, via the CARES Act and ARPA in 2020 and 2021.

Many state and local governments have had to focus on meeting the expenditure guidelines of programs created because of these federal policies spend the funds before they expire. Furthermore, given the rapid increase in interest rates and persistent inflationary pressures affecting the broader economy, many state and local government-related organizations, including WVU, remain under hiring freezes or limited hiring policies to minimize future operational budgets and raise the risk of potential credit rating reductions.

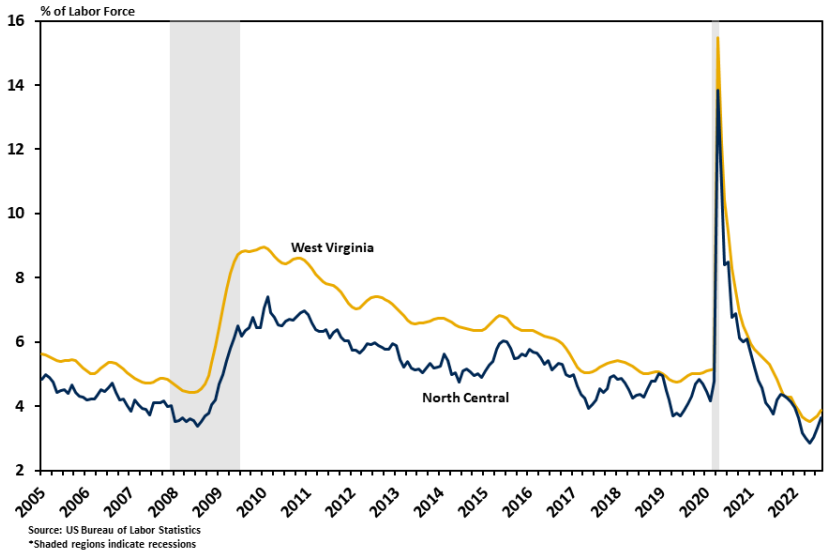
HEALTHCARE Healthcare services represents a major linchpin to the North Central Region's economy. J.W. Ruby Memorial Hospital, the Monongalia Health System, and other healthcare facilities employ nearly 15,000 people in Monongalia County alone. Moreover, while WVU Medicine has expanded its footprint statewide via mergers and management agreement ventures with other healthcare providers across the state, it has also aggressively expanded operations more locally, including the new 114-bed Southeast tower at Ruby Memorial and the Outpatient Center at University Town Centre.

In addition, the WVU Medicine Children's Hospital was recently opened and will provide the region and state with a new point of strength thanks to not only the addition of new pediatric physicians and support personnel, but also pediatric health researchers. This will enable the facility to foster new pediatric health care research capabilities and provide core and advanced pediatric care to West Virginia residents that was once only available in larger metro areas outside of the state, such as Cleveland, Pittsburgh, Baltimore, or Charlotte.

CONSTRUCTION North Central West Virginia has been home to a significant amount of construction activity in recent years. Prior to the pandemic, the massive levels of development in midstream natural gas infrastructure accounted for a sizable chunk of the sector's activity and even boosted overall employment in the region by an appreciable amount. Indeed, projects such as the Mountaineer Xpress, Goff Connector, Hammerhead, and other pipeline projects have significantly increased the natural gas throughput capacity by several billions of cubic feet per day. As mentioned above, the Atlantic Coast Pipeline was canceled in mid-2020 due to significant cost overruns and fears that additional litigation and regulatory review would delay the product for at least several more years. While the MVP project remains delayed due to similar reasons, the possibility of a future restart remains possible due to a political compromise between Senator Joe Manchin and other Democratic lawmakers to pass the Inflation Reduction Act.

Commercial, residential, and public infrastructure projects have also been a key driver of construction activity in the four-county area over the past few years. The build-up in developments such as University Town Centre, WestRidge, Charles Pointe, White Oaks, and others along the I-79/I-68 corridor have provided major boosts to industrial, commercial, and even residential construction activity. At the same time, major highway infrastructure developments have emerged as a key source of activity for

Figure 4: Unemployment Rate



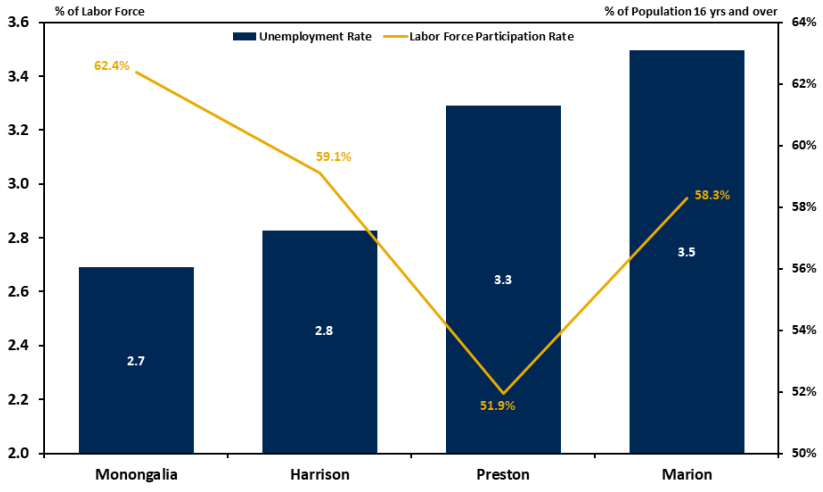
the sector as well, including projects such as the I-79 widening through Marion County and the Mileground Rd expansion in Monongalia County. In addition, construction of Mountain Top Beverage's production facility at the Morgantown Industrial Park could foster additional infrastructure investment in the region, specifically a new exit ramp on I-79 between Westover and Star City. The new exit would enable suppliers and other logistics operations to directly access the park rather than use more circuitous routes through municipalities.

ENERGY The natural resources and mining sector accounts for roughly 2 percent of regional payrolls but cyclical and structural changes in energy production have had substantial impacts on the North Central region's economy. Harrison County has consistently ranked among the state's top five natural gas-producing counties for many years, but gas drilling and activity have increased measurably in Monongalia and Marion counties during the past five years or so. Preliminary data through the first half of 2022 indicate withdrawal volumes in these three counties increased nearly 20 percent overall, with 190 billion cubic feet of natural gas withdrawn from horizontally drilled wells during the first six months of this year.

In addition to the increased proliferation of natural gas production, the North Central region still contains a sizable presence of coal mine activity. Unfortunately, the four-county area's coal output has experienced a large downward trend for much of the last decade or so. After reaching nearly 16 million tons in that year, tonnage fell to 8.4 million tons in 2021. Steam coal shipments from area mines have fallen off rapidly in recent years as electricity generation from coal-fired power plants has waned in response to heightening competition from natural gas and renewables. Furthermore, the Blacksville No 2 mine in Monongalia County ended operations in late-summer 2021. As a result, coal output through the first half of 2022 is down by more than one-third compared to the same period in 2021 and is on pace to fall to the historically low levels of mined tonnage seen during 2020.

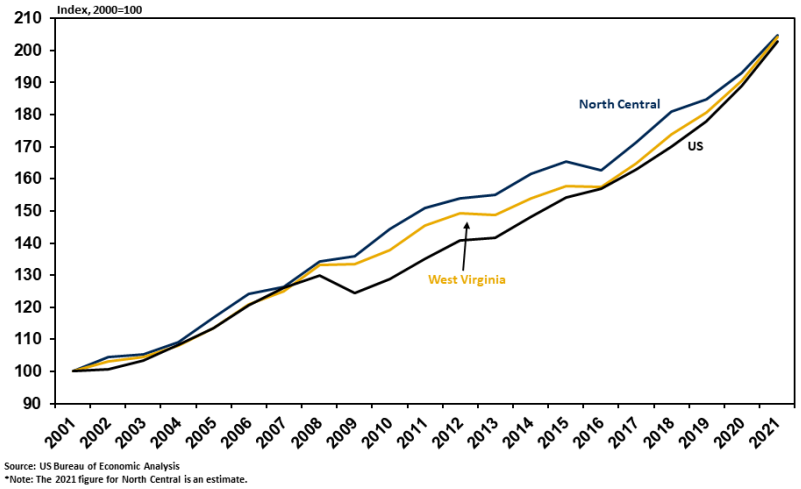
UNEMPLOYMENT North Central West Virginia consistently has an unemployment rate that comes in well below the statewide average. Prior to the pandemic, the four-county region's jobless rate had been below five percent since late-2016. The regional unemployment rate did surge to nearly 14 percent during the COVID-19 recession but was cut by more than half by the end of 2020 as the economic recovery took hold. Layoffs associated with the Mylan closure and a surge in COVID-19 infections and hospitalizations due to the emergence of the Delta variant also caused an upturn in unemployment rate during the last several months of 2021. Since then, however, reflecting the same general trend of extreme labor market tightness that has occurred nationally and within parts of West Virginia, the regional jobless rate reached a new all-time low of 2.8 percent in mid-2022. The rate has edged higher in recent months, but

Figure 5: Unemployment and Labor Force Participation by County



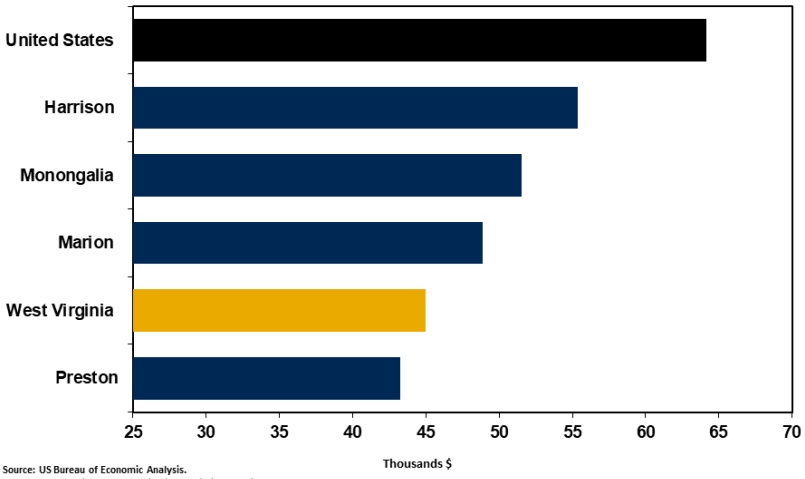
Source: US Bureau of Labor Statistics; US Census Bureau
Note: Unemployment rate represents 2022q2 average; labor force participation rate is 2021 annual average

Figure 6: Per Capita Personal Income



Source: US Bureau of Economic Analysis
*Note: The 2021 figure for North Central is an estimate.

Figure 7: Per Capita Personal Income by Area (2021)



Source: US Bureau of Economic Analysis.
*Note: The 2021 figure for counties is a preliminary estimate

remains lower than at any point ever recorded other than mid-2008.

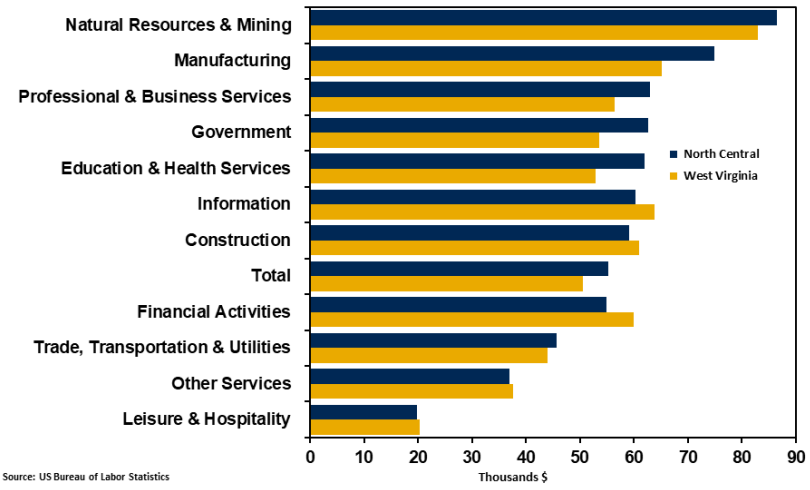
Among the four counties, Monongalia possesses the lowest rate in the region at 2.7 percent as of the second quarter of 2022, followed by Harrison County at 2.9 percent. Marion County typically has the region's highest rate of unemployment, and while that has remained true for as of the second quarter of 2022, it is also incredibly low at just 3.5 percent. Preliminary data for the third quarter of 2022 suggest the area has experienced an increase in the jobless rate, as has been the case both statewide and nationally; however, barring any unexpected changes, the overall area's unemployment rate will hold in the low- to mid- 3-percent range.

Workforce participation tends to exceed statewide averages in North Central West Virginia. Prior to the pandemic, the four-county area's labor force increased by more than 7,000 between mid-2016 and late-2019—compared to significant declines for the balance of the state. In early-2020, the region experienced a massive loss of nearly 10,000 residents leaving the labor force during the early days of the pandemic. Also, the area saw notable periods of little to no growth in the labor force that generally coincided with surges in COVID-19 infections and hospitalizations. Despite these slow periods of labor force growth, however, the North Central's workforce recently surpassed its pre-pandemic level.

Among the region's four counties, Monongalia County is one of only a few counties in the entire state to have a workforce participation rate that surpasses the national average, albeit by the slightest of margins. Preston County has the region's lowest participation rate at roughly 52 percent. However, among the prime working age (25-54 yrs), counties in the region compare well to the national average with roughly 80 percent of residents in this cohort working or looking for work.

INCOME Per capita personal income (not adjusted for inflation) in the North Central West Virginia Region was estimated at $51,100 during calendar year 2021. This marked a 6.1 percent rate of growth in average income levels from 2020 and a 36

Figure 8: Average Annual Salary by Major Sector (2021)



Source: US Bureau of Labor Statistics

percent increase over the past decade. Regional income growth during 2020 and 2021 were driven to a great extent by transfer payments as the federal government provided trillions in dollars of pandemic relief to US households via the CARES Act and ARPA. Wage growth did accelerate noticeably in 2021 as labor markets tightened within the region as well as nationally.

Harrison County had the highest per capita income of all four counties in the region at approximately $54,400 in 2021, followed by Monongalia, where residents earned more than $51,500 on average. The region's diverse mix of high-wage industries does make income growth somewhat less volatile, but per capita income is weighed on to some extent by the presence of tens of thousands of college students at WVU, Fairmont State and smaller institutions.

POPULATION Although many economic regions in West Virginia have suffered sustained population losses, North Central West Virginia has tended to see gains in the number of residents, adding roughly 25,000 people overall since 2000. The region's population has declined slightly over the past several years, due in part to falling international student enrollment at higher education institutions such as WVU. Furthermore, the COVID-19 pandemic did generate a measurable increase in deaths across the state in 2020 and 2021, including the four-county region. Finally, though not as pronounced as some of West Virginia's economic regions, the opioid epidemic has affected the North Central region as well, generating an uptick in deaths and health problems among certain age groups.

DEMOGRAPHICS Many of North Central West Virginia's underlying demographics offer a noticeable contrast to the rest of the state. However, many of these differences are driven in large part by Monongalia County, since the region's other three counties resemble the state by most demographic measures. For example, while the region's overall median age is 38.5 years, the presence of West Virginia University causes nearly 40 percent of Monongalia County's population to come in under the age of 25 and make the area's overall age distribution appear demonstrably younger.

Finally, rates of educational attainment for the region are noticeably higher versus other parts of the state as nearly 30 percent of residents aged 25 and older possess a college degree, more than 8 percentage points above the statewide figure. Unsurprisingly, Monongalia County contains the state's highest concentration of college graduates and is the only county in the state to exceed the national average, as more than 41 percent of residents 25 years and older hold bachelor's degree or higher.

Figure 9: Summary Population Profiles

	North Central	West Virginia	United States
Total Population (2021)	261,904	1,782,959	331,893,745
% Population Under 18 (2021)	18.6%	20.1%	22.2%
% Population 65 Years + (2021)	17.4%	20.7%	16.8%
Population with Less than High School Diploma (2020, 25 yrs. +)	9.7%	12.4%	11.5%
Population with High School Diploma, No College (2020, 25 yrs. +)	36.4%	40.0%	26.7%
Population with Some College (2020, 25 yrs. +)	24.1%	26.3%	28.9%
Population with Bachelor's Degree or Higher (2020, 25 yrs.+)	29.8%	21.3%	32.9%
Median Age (2021)	38.5	42.8	38.8
Mean Household Income (2020)	$73,919	$65,332	$91,547
Average Household Size (2020)	2.36	2.40	2.60
Labor Force Participation Rate (2020)*	59.4%	54.7%	61.7%

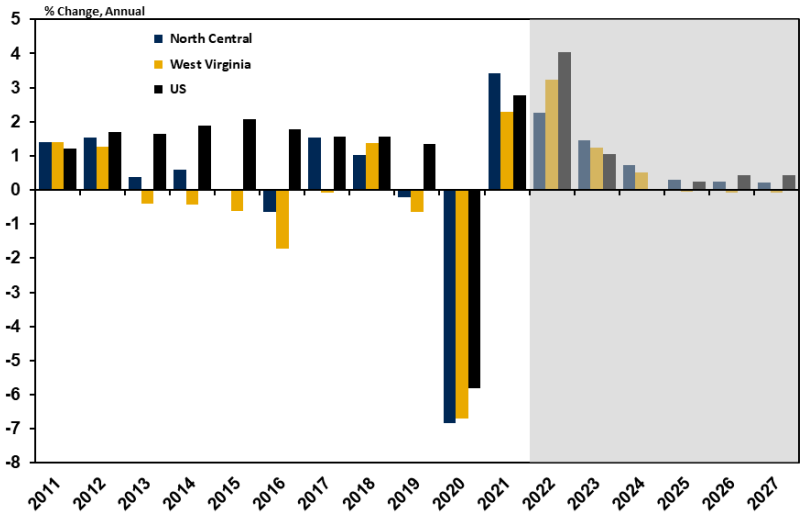
Source: US Census Bureau

*Note: WV and US figures are from 2021.

Economic Outlook

Expectations for the West Virginia and US economy during the 2022-2027 forecast horizon will have a significant impact on the North Central economy's performance going forward.[2] Given the likelihood of future Federal Reserve interest rate hikes to cool inflationary pressures, and the potential of these rate increases to precipitate an economic slowdown or even an outright recession within the next year, the regional outlook is subject to significant uncertainty. In addition, the ongoing volatility in energy markets caused Russia's invasion of Ukraine creates additional risk (both upside and downside) to the region's near-term economic performance.

Figure 10: Employment Growth Forecast

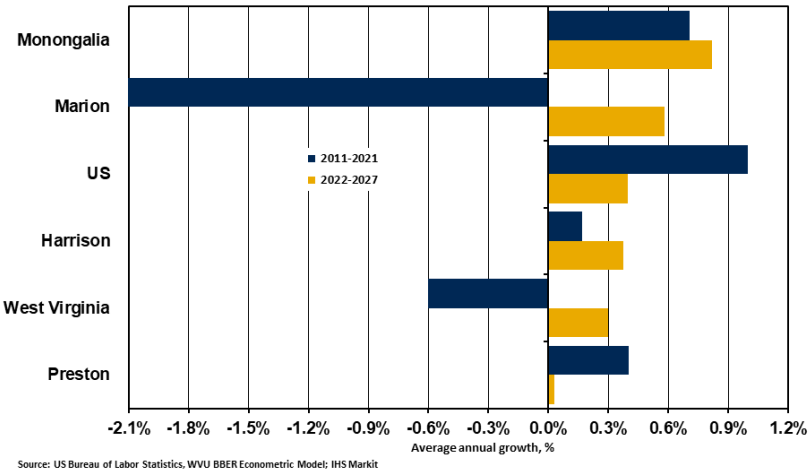


Source: US Bureau of Labor Statistics; WVU BBER Econometric Model; IHS Markit
*Note: North Central and WV use covered employment; Shaded region represents the forecast period

COUNTY OUTLOOK We anticipate total employment in the four-county region will increase at an average annual rate of nearly 0.6 percent during the five-year outlook period. Monongalia County is expected to lead the region overall in terms of job growth during the outlook period, easily outpacing both state and national averages by more than a factor of two. Manufacturing, leisure and hospitality, business services and healthcare will be the major sectors leading way in growth going forward. The construction sector is also expected to grow during the outlook period, but most of these gains are expected to occur during the early- to middle-portion of the forecast horizon, as work on the Longview Power natural gas plant, UNDIBO insulin manufacturing and testing facility, and other major commercial and industrial developments break ground and work toward completion. Other developments such as Mountain Top Beverage (and the greater Morgantown Industrial Park) and WestRidge are also expected to be built out over this period.

While the decision by Viatris to close the Mylan oral dose manufacturing plant was expected to produce a permanently negative effect to Mon County's growth going forward, recent evidence suggests those impacts may be overcome. For example, Hope Gas has entered into a leasing agreement to house some of its newly formed back-office operations and IT services personnel at the Mylan facility. In addition, South Korean pharmaceutical manufacturer UNDIBO Inc. has announced the construction of a large-scale insulin production and testing facility at the WVU Research Park in Morgantown that will begin construction by early to mid-2023. While the direct employment impact is not completely known at this time, reported estimates suggest the plant could eventually produce more than 1,000 new jobs on-site, contingent upon securing approvals with the FDA

Figure 11: Employment Growth Forecast by Area



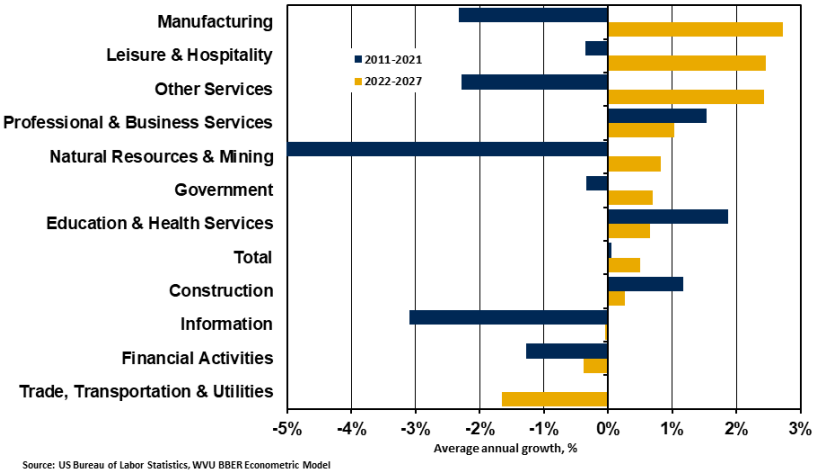
Source: US Bureau of Labor Statistics, WVU BBER Econometric Model; IHS Markit

[2] All forecast estimates presented herein are derived from the West Virginia University Bureau of Business & Economic Research Econometric Model unless otherwise noted.

for testing trials and manufacturing of low-cost insulin products.

Harrison County is expected to grow faster than the statewide average during the outlook period, achieving average annual growth of nearly 0.4 percent. Much like Mon County, Harrison County will see its large base of leisure and hospitality businesses located along the I-79 corridor benefit from further waning of the COVID-19 pandemic. In addition, anticipated growth in aerospace manufacturing and service activity along with the stability provided by major federal installations located in the area will also buoy the county going forward. Volatility in the energy sector could affect growth in both directions during the next five years, though we anticipate positive contributions from expanding natural gas production, exploration, and development throughout the North Central and northwestern portions of the state.

Figure 12: North Central Employment Growth Forecast by Sector



Source: US Bureau of Labor Statistics, WVU BBER Econometric Model

Marion County will likely see payrolls increase by 0.6 percent annually during the outlook period, which will surpass both state and national average growth rates over the next five years. The continued rebound from the COVID-19 recession will drive most of this measured improvement during the forecast horizon, chiefly for the county's leisure and hospitality and other consumer-based services industries along the I-79 corridor in Fairmont. The county does face palpable risks going forward from its exposure to domestic steam coal demand, though most of that risk extends to the long-term outlook beyond the next five years. Preston County is expected to post very little job during the next five years. The county is already on par with its pre-pandemic level of employment and given the county's rural nature, industrial mix and underlying demographic characteristics, the county is expected to have relatively limited potential for growth during the outlook period.

SERVICE SECTORS The manufacturing sector is expected to lead overall in job growth going forward, thanks in part to the UNDIBO facility coming on-line and growth by companies such as Mountain Top Beverage. However, several private service-providing sectors will combine to account for most of the overall growth in North Central economic activity over the next five years. For sectors such as leisure and hospitality, most of this growth will reflect the ongoing process of recovery from the COVID-19 pandemic as well as the easing of tight labor markets that have caused a protracted level of high job openings at restaurants and other businesses in the sector. Professional and business services is also expected to enjoy rapid job growth of roughly 1 percent annually during the outlook period. Some of this growth will reflect increased hiring of contract labor by energy producers, though the extent to which that occurs over the next year or so will be plagued with uncertainty given the geopolitical risks created by Russia's invasion of Ukraine. More importantly, however, the I-79 corridor between Clarksburg and Morgantown has seen significant development opportunities emerge over time with respect to the knowledge economy. These opportunities have been fostered by WVU as well as private sector businesses along the corridor that engage in defense and nondefense federal contracting and are only expected to increase due to some provisions in federal legislation such as the Inflation Reduction Act and the Infrastructure Investment and Jobs Act.

Finally, a nationwide shift to remote work for many tech services jobs combined with the region's competitive level of skilled labor and improving broadband availability should bolster the four-county area's ability to capture a growing share of these workers. The Ascend WV program is an example of a program that will attempt to leverage the low cost of living, natural amenities and other features in areas such as Morgantown (where broadband capacity is also widely available) with a financial incentive for new residents with remote work opportunities moving from larger cities.

After growing nearly 2 percent per year over the last decade, the education and healthcare services super-sector is expected to register gains at a noticeably slower pace of 0.7 percent annually. Growth will be somewhat slower over the near term as hospitals and other healthcare providers recalibrate their operations further away from COVID-19 pandemic emergency measures and back toward more standard provisions of care. Longer term, WVU Medicine's expanded operational footprint throughout the region via acquiring or co-operating smaller facilities in the region will enable a more expansive provision of care to residents throughout the broader region. In addition, the newly opened children's hospital in Morgantown will only enhance the region's healthcare hub status further and even generate advancements in care and research to a new area of practice.

The North Central Region's trade, transportation and utilities sector is expected to register a loss of 1 to 2 percent annually in payrolls through 2027. The region's newer retail centers should perform well during the outlook period thanks to anticipated population and income gains. For retail more broadly, however, the shift toward online direct-ship or order-and-pickup purchasing activity by consumers accelerated rapidly during the pandemic and is not expected to reverse itself to any significant extent going forward, putting further downward pressure on brick-and-mortar retail employment during the outlook period.

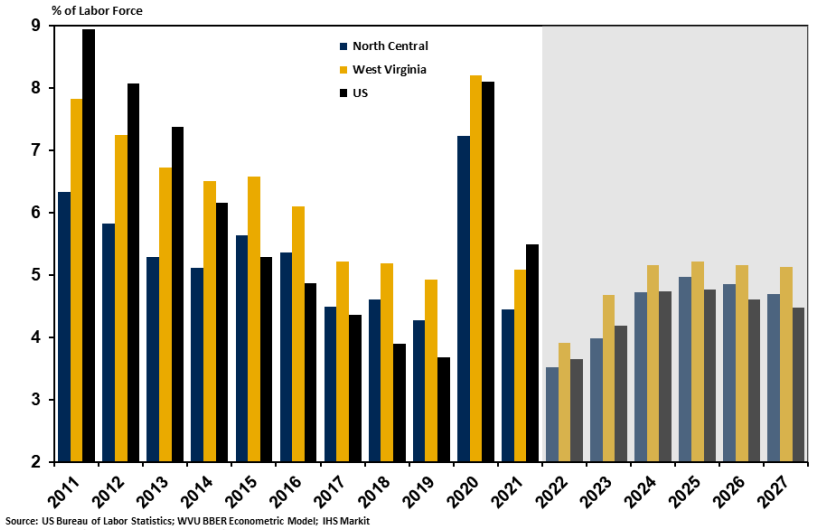
GOVERNMENT Public sector employment in the four-county area is expected to grow 0.7 percent per year between 2022 and 2027. WVU and other educational institutions should see funding streams stabilize and grow somewhat over the next few years as federal aid has buttressed state government finances significantly since the beginning of the pandemic. The direction of local government payrolls is a little less certain for now, as constitutional amendment proposals appearing on the ballot, namely Amendment 2, could lead to significant changes in the mechanisms by which local governments are funded in West Virginia.

Public infrastructure investments within the region will be appreciable over the next several years. An array of major roadway and other public infrastructure projects have already been approved throughout the I-79/I-68 corridor in Harrison, Marion and Monongalia counties. Not only will these projects create direct economic impacts during the construction phase in the outlook period, but they also create opportunities to ease prior shortcomings in the region's infrastructure that, had they not been addressed, would have placed limits on the North Central economy's growth potential—especially in Monongalia County. Finally, the Infrastructure Investment and Jobs Act and Inflation Reduction Act add a significant increase in baseline federal spending for various 'hard' and 'soft' forms of infrastructure programs over the next decade.

The FBI Criminal Justice Information Services Division in Bridgeport could potentially add more workers depending upon expanded federal mandates on background checks conducted at the facility. Elsewhere, we do not anticipate any major changes for the region's other federal employers, but downside risks are a factor that cannot be ignored as the outcome of the 2022 midterm elections could lead to changes in spending priorities, depending upon which party is able to achieve (or maintain) a lead in one or both chambers of Congress.

UNEMPLOYMENT OUTLOOK Large revisions to historical data in the next benchmark revision as well as any unanticipated changes in the North Central region's labor force participation rate could cause the regional unemployment rate to differ significantly from both its projected level and path. In addition, the path of the US and WV economies over the next year or so will have a significant influence on the trajectory of the unemployment rate. With that said, the forecast calls for

Figure 13: Unemployment Rate Forecast



Source: US Bureau of Labor Statistics; WVU BBER Econometric Model; IHS Markit
Note: Shaded region represents the forecast period

the regional unemployment rate to rise over the next few years, climbing to a peak in the upper four percent range by late-2024.

Monongalia County will maintain the lowest jobless rate among the region's four counties throughout the forecast but should see some upward pressure over the near term as certain sectors of the labor are approaching full employment and rising wages should draw in more entrants to the labor force. Harrison County's unemployment rate will generally track the broader statewide figure during the latter half of the outlook period, hovering in the mid- to upper-5-percent range. Preston and Marion counties will have jobless rates slightly above the statewide average, but both counties will continue to see emerging job opportunities for commuters that work in neighboring Harrison and Monongalia counties via the I-79/I-68 corridor.

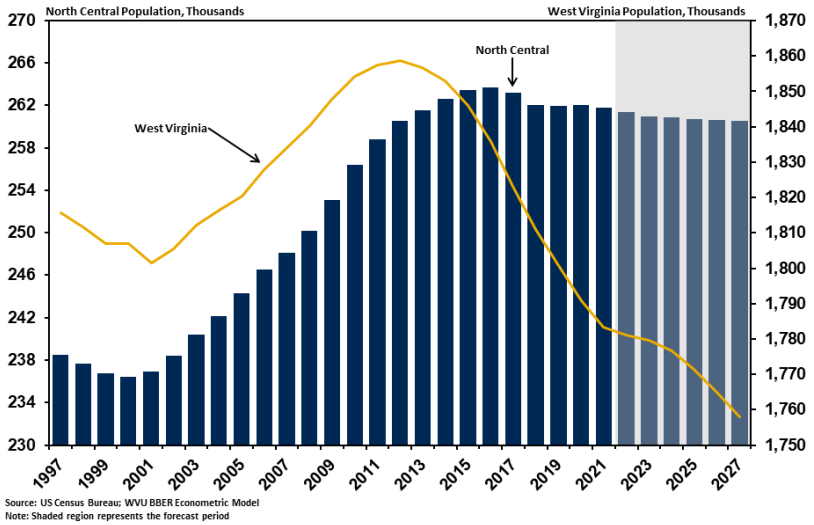
INCOME GROWTH The expiration of pandemic-related federal assistance, along with the rapid increase in inflation, will cause real per capita personal income to decline in 2022. While the impact of inflation is expected to continue to some extent into 2023, interest rate hikes by the Federal Reserve should provide the impetus to slow economic growth enough to weaken these inflationary pressures, allowing real incomes to begin rising once again by mid-2023 or so. Longer term, anticipated job growth in some relatively high-wage sectors, along with rising royalties income from natural gas and an expected rebound in equity markets, should provide enough support such that inflation-adjusted income levels increase more than 1.8 percent annually.

Finally, Harrison, Marion and Preston counties have a larger share of residents at or above the age of 65, and as a result will see stronger growth in transfer payments and a larger share of income coming from programs such as Social Security and Medicare. However, federal policy remains a risk as substantial growth in federal debt over the last decade or so and recent increases in interest rates have caused some congressional candidates to begin discussing, once again, the possibility of reshaping eligibility requirements to social safety net programs such as Social Security and Medicare to rein in budgetary costs over the long term.

POPULATION OUTLOOK The region's resident population is expected to shrink slightly during the outlook period, lagging the area's which will lag the rate of growth observed in the most recent decade. Monongalia County will account for virtually all the area's population growth through the five-year outlook period, adding residents at 0.3 percent per year.

Stronger migration flows into the county, and region, are one key mechanism by which local population growth could increase. Programs such as Ascend WV are but one example by which policymakers at the state level can foster in-migration to the area. However, federal immigration policy also matters a great deal for universities, research centers and many businesses in the North Central region. Until deep-seated disagreements over legal and illegal immigration are solved at the federal level, international immigration will not provide the boost to underlying population growth that it once did for the North Central region.

Figure 14: Population Forecast



Source: US Census Bureau; WVU BBER Econometric Model
Note: Shaded region represents the forecast period

The region's other three counties are expected to register declines in population going forward, though the losses should be relatively modest in all three as positive migration flows help to offset natural population losses (deaths exceeding births). Harrison does have some upside potential for modest population growth during the outlook period, but any such gains will be driven by development of downstream industries for natural gas as well as continued growth in aerospace industries tied to the regional airport.

20

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

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

WHEREAS, the Harrison County Animal Control, through an application process, will have the ability to provide assistance to successful applicants to spay/neuter their animals, while controlling the pet overpopulation, and

WHEREAS, by the terms and provisions of said program, it is necessary for the Harrison County Commission to adopt an official resolution authorizing and directing the participation in the West Virginia Department of Agriculture Spay and Neuter Assistance Program, and

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

The Harrison County Commission authorizes the acceptance of the WV Spay Neuter Assistance Program grant through the West Virginia Department of Agriculture, for the Harrison County Animal Control for Eighty-Five Hundred Dollars, ($8,500) and commits to the match of Two Thousand, One Hundred and Twenty-Five Dollars ($2,125).

PASSED by the Harrison County Commission on this the 2nd day of April 2025..

_____

Susan Thomas, President
Harrison County Commission

ATTEST:

_____

John Spires, County Clerk

22

Harrison County Farmland Protection Board

Harrison County Commission
Attn: Harrison County Farmland Protection
229 South 3rd St, 3rd Floor
Clarksburg, WV 26301

March 19, 2025

Dear Harrison County Commission,

The Harrison County Farmland Protection Board is writing to you to request that the Excise Tax for the program be increased to the max amount set forth by the state. The farmland protection board is currently receiving $1.50 per 1,000. We are asking that the commission considered increasing our share of the excise tax to the state max of $2.20 per 1,000.

Currently, Harrison County Farmland Protection Board is the only county not receiving the full transfer excise tax. We recently closed on two easements and have a couple more easement applications that we are working to proceed with. On top of the current applications being reviewed we have sent information to other potential farmland owners for consideration of an easement. If we could receive the full amount of the excise tax, it would allow our program to continue to grow and provide the funding to purchase more farmland for the purpose of farmland protection.

We thank you in advance for this consideration and appreciate the support that the county is providing to the Harrison County Farmland Protection Board.

Sincerely,

William Coffindaffer
Harrison County Farmland Protection Board
Chairman

Property Condition Checklist

Inspected Area:	Site	Inspection Date:		
	143 BICES RUN RD	3/19/2025		
Property Address:		**Inspected By:**		
City, County:	Shinnston, Harrison	**Year Home Built:**		
Property Information:	**Qualification Observations**	**Yes**	**No**	**N/A**
Eligibility Criteria	Single Family Dwelling(one to four unit home)	✓		
	Property Vacant and/or abandoned	✓		
	Property a nuisance due to abandonment or adverse conditions	✓		
	Property exists in a predominatly rural area	✓		
Inspected Item	**Observable Deficiency**			
Health and Safety	Air Quality-Sewer Odor Detected		✓	
	Air Quality- Propane, Natural Gas, Methane Gas Detected		✓	
	Electrical Hazzard- exposed wires open panel service entrance		✓	
	Electrical Hazzardwater leaks on and/or near electrical equipment		✓	
	Excessive materials abandoned vehicle toxic substance tires		✓	
	Hazzards-sharp edges tripping		✓	
	Infestation Insects		✓	
	Infestation rats, mice or vermin		✓	
	Hazzards other		✓	
	Mold Visible Inside		✓	

NOTICE OF VIOLATION

Location: 143 BICES RUN ROAD, SHINNSTON

Owner or Lessee: ATHENA DAWN CURRY

In Care of: _____

Address: 2134 E. GRAFTON ROAD, FAIRMONT 26554

Address: _____

Phone: _____

108.1.3 Structure unfit for human occupancy

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

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

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

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

Time: _____

Date: _____

Copy Received by: _____

Code Enforcement Officer: ROBERT LEONARD

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Postage
$
Total Postage and Fees
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1/21/25

Sent To Athena Dawn Curry
Street and Apt. No., or PO Box No. 234 E Grafton Rd.
City, State, ZIP+4® Fairmont WV 26554

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

9589 0710 5270 0834 2992 44



Property Condition Checklist				
Inspected Area:	**Site** 711 Bices Run Rd	**Inspection Date:** 3/19/2025		
Property Address:		**Inspected By:** RZ		
City, County:	Shinnston, Harrison	**Year Home Built:**		
Property Information:	**Qualification Observations**	**Yes**	**No**	**N/A**
Eligibility Criteria	Single Family Dwelling(one to four unit home)	✓		
	Property Vacant and/or abandoned	✓		
	Property a nuisance due to abandonment or adverse conditions	✓		
	Property exists in a predominatly rural area	✓		
Inspected Item	**Observable Deficiency**			
Health and Safety	Air Quality-Sewer Odor Detected		✓	
	Air Quality- Propane, Natural Gas, Methane Gas Detected		✓	
	Electrical Hazzard- exposed wires open panel service entrance		✓	
	Electrical Hazzardwater leaks on and/or near electrical equipment		✓	
	Excessive materials abandoned vehicle toxic substance tires		✓	
	Hazzards-sharp edges tripping		✓	
	Infestation Insects		✓	
	Infestation rats, mice or vermin		✓	
	Hazzards other		✓	
	Mold Visible Inside		✓	

NOTICE OF VIOLATION

Location: 711 BICES RUN ROAD, SHINNSTON

Owner or Lessee: MARION BICE

In Care of: _____

Address: 914 E MAIN STREET MANNINGTON 26582

Address: _____

Phone: _____

108.1.3 Structure unfit for human occupancy

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

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

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

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

Time: _____

Date: _____

Copy Received by: _____

Code Enforcement Officer: ROBERT LEONARD

9589 0710 5270 0834 2662 59

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- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

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1/21/25

Sent To Marion Bice
Street and Apt. No., or PO Box No. 914E Main St.
City, State, ZIP+4® Mannington WV 26582

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

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SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Marion Bice
914E Main Street
Mannington, WV 26582

9590 9402 8323 3094 0484 48

2. Article Number (Transfer from service label)
9589 0710 5270 0834 2662 59

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X C Goodwin ☐ Agent ☑ Addressee

B. Received by (Printed Name) PTF-C2 C. Date of Delivery

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

3. Service Type
- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Mail
- Mail Restricted Delivery 00)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt



24

Harrison County Commission

Request to Attend Meeting

Name: Nina Loar

Department: 911

Destination: Valley Park, Hurricane, WV

Travel Dates: 05/27/2025 - 05/30/2025

Reason: NENA 911 Center Supervisor Program

Total Estimated Cost $ 1,007.00

Transportation			$ $0.00
Air		$0.00	
Private Vehicle:			
Mileage	0 X .655	$ 0.00	
Rental Car		$0.00	
Lodging			$ 330.00
Registration			$ 460.00
Meals	(Estimated)		$ 217.00
Incidentals			$

Employee Signature: _____ Date: 03/20/2025

Approving Authority: _____ Date: _____
(County Commission or Constitutional Official)

County Commission Action ( ) Approve ( ) Disapprove
Authorized travel within the approved budget by and for other constitutional offices does not require County Commission approval

Date: _____

A8 Form Revised: May 1, 2014

Harrison County Commission

Request to Attend Meeting

Name	Justin Norman
Department	911
Destination	Valley Park, Hurricane, WV
Travel Dates	05/27/2025 - 05/30/2025
Reason	NENA 911 Center Supervisor Program

Total Estimated Cost $ 1,007.00

Transportation			$ $0.00
Air		$ 0.00	
Private Vehicle:			
Mileage	0 X .655	$ 0.00	
Rental Car		$ 0.00	
Lodging			$ 330.00
Registration			$ 460.00
Meals	(Estimated)		$ 217.00
Incidentals			$

Employee Signature: _____ Date: 03/20/2025

Approving Authority: _____ Date: _____
(County Commission or Constitutional Official)

County Commission Action ( ) Approve ( ) Disapprove
Authorized travel within the approved budget by and for other constitutional offices does not require County Commission approval

Date: _____

A8 Form Revised: May 1, 2014

Harrison County Commission

Request to Attend Meeting

Name	Jacob Hyre
Department	911
Destination	Valley Park, Hurricane, WV
Travel Dates	05/27/2025 - 05/30/2025
Reason	NENA 911 Center Supervisor Program

Total Estimated Cost			$ 1,007.00
Transportation			$ $0.00
Air		$ 0.00	
Private Vehicle:			
Mileage	0 X .655	$ 0.00	
Rental Car		$ 0.00	
Lodging			$ 330.00
Registration			$ 460.00
Meals	(Estimated)		$ 217.00
Incidentals			$

Employee Signature: _____ Date: 03/20/2025

Approving Authority: _____ Date: _____
(County Commission or Constitutional Official)

County Commission Action ( ) Approve ( ) Disapprove
Authorized travel within the approved budget by and for other constitutional offices does not require County Commission approval

Date: _____

A8 Form Revised: May 1, 2014

United States of America

A-1

State of West Virginia **County**

Clerk's Fiduciary Report

Estate from Wednesday, March 19, 2025, through Tuesday, March 25, 2025

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, Thursday, March 20, 2025, 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, **FLETA SWIGER** was appointed and qualified as ADMINISTRATRIX of the estate of **PAULINE ELLEN KENNY**, deceased. Bond was 2,000.00.

On, Friday, March 21, 2025, the following matters were disposed of in the presence of the Clerk:

The said estate of **JO ANN DAVIS**, deceased was referred to **JAMES A VARNER**, a FIDUCIARY COMMISSIONER for the Harrison County, for settlement thereof.

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

DEBORAH ANN ROLSTON, who was named in the last will and testament of **HELEN MARGARET HUFFORD**, deceased, as EXECUTRIX thereof, qualified as such. No bond was required.

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

ONNIE PORTARO, who was named in the last will and testament of **JORETTA BELLE STARKEY**, deceased, as ADMINISTRATRIX CTA thereof, qualified as such. Bond was 80,000.00.

A duly exemplified copy of the last will and testament of **LUCY M RODGERS**, deceased, late a resident of PIMA, ARIZONA, was admitted to record.

A duly exemplified copy of the last will and testament of **EDW J GOTTHELP JR**, deceased, late a resident of PIMA, ARIZONA, was admitted to record.

On, Monday, March 24, 2025, the following matters were disposed of in the presence of the Clerk:

The last will and testament of **FRANK S LOPEZ JR**, deceased, was proved by the affidavit of the attesting witnesses and the same was admitted to probate and record.

DAVID A FERRARI, who was named in the last will and testament of **FRANK S LOPEZ JR**, deceased, as CO EXECUTOR thereof, qualified as such. No bond was required.
FRANK L FERRARI, who was named in the last will and testament of **FRANK S LOPEZ JR**, deceased, as CO EXECUTOR thereof, qualified as such. No bond was required.

On, Tuesday, March 25, 2025, the following matters were disposed of in the presence of the Clerk:

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

BERNADETTE AYOOB, who was named in the last will and testament of **FREDERICK JEROME HIKEL**, deceased, as EXECUTRIX thereof, qualified as such. No bond was required.

A duly exemplified copy of the last will and testament of **RUTH LUCILLE LYNCH**, deceased, late a resident of FAIRFIELD, OHIO, was admitted to record.

A duly exemplified copy of the last will and testament of **BARBARA JEAN DAVIS**, deceased, late a resident of FORSYTH, NORTH CAROLINA, was admitted to record.

B-1

IN THE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA

LORI MONTIVERDI, CO EXECUTRIX, and
TIMOTHY DUNCAN, CO-EXECUTOR OF THE ESTATE

REPORT OF CLAIMS
AND
WAIVER OF FINAL SETTLEMENT

OF ///

CASSANDRA L. DUNCAN,
DECEASED

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

The Report of Norman T. Farley, Fiduciary Commissioner for Harrison County, West Virginia, and Waiver of Final Settlement of the **Estate of Cassandra L. Duncan,** deceased.

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

That this estate was referred to Norman T. Farley, Fiduciary Commissioner, on **September 10, 2024**; that the Appraisement of said estate was recorded in the Office of the Clerk of this Commission; and a copy was forwarded to the Tax Commissioner for West Virginia; and,

That pursuant to Article 2, Chapter 44 of the West Virginia Code, as amended, the **7th day of January, 2025**, was appointed by the County Commission as the day to receive on or before that date proofs of claim against said estate and it gave notice thereof to the creditors and beneficiaries of the estate by publishing notice in the manner and form prescribed by law in the Clarksburg Exponent-Telegram, a newspaper published and of general circulation in Harrison County, West Virginia, once each week for two successive weeks, said publication having been made on the **6th and 13th days of November, 2024**; and,

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

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

That your Commissioner further reports that said personal representatives submitted to your Commissioner the attached Affidavit and Waiver of Final Settlement duly executed by the personal representatives and all heirs, beneficiaries, and distributees of the **Estate of Cassandra L. Duncan,** deceased, as provided in Chapter 44, Article 2, Section 29 of the West Virginia Code, as amended; and

Your Commissioner further reports that the names of the personal representatives were included in a list of all fiduciaries whose accounts were then before him for settlement, which list was prepared by him and caused by him to be published once a week for two successive weeks, as required by law, said publication having been made on the **4th and 11th days of March, 2025**, in the Clarksburg Exponent-Telegram, a newspaper published and of general circulation in Harrison County, West Virginia, and upon completion of said publication, your Commissioner proceeded to make this final Report for the settlement of the accounts of said personal representatives.

This Report and attached Affidavit and Waiver of Final Settlement, filed herewith and expressly made a part hereof, may be filed as the final Report of **Lori Montiverdi, Co-Executrix, and Timothy Duncan, Co-Executor of the Estate of Cassandra L. Duncan deceased.**

GIVEN under my hand this 20th day of March, 2025.

Norman T. Farley
Fiduciary Commissioner
Harrison County, West Virginia

United States of America

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

Affidavit and Waiver of Final Settlement

I,LORI MONTIVERDI,TIMOTHY DUNCAN, personal representative(s) in the estate of CASSANDRA L DUNCAN after being first duly sworn do aver and state as follows:

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

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

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

4. No known unpaid claims exist against the estate;

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

LORI MONTIVERDI: Lori Montiverdi (L.S.)
CO EXECUTRIX

STATE OF Massachusetts COUNTY OF Worcester

The foregoing instrument was acknowledged before me this 8th day of February, 2025.

My Commission expires: October 9, 2026 Deborah J Stoodley
Notary Public

DEBORAH S. STOODLEY
Notary Public, Commonwealth of Massachusetts
My Commission Expires October 09, 2026

TIMOTHY DUNCAN _____ (L.S.)
CO EXECUTOR

STATE OF _____ COUNTY OF _____

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

My Commission expires: _____ _____
Notary Public

NOTARY SEAL

TIMOTHY DUNCAN _____ (L.S.)
SON

STATE OF _____ COUNTY OF _____

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

My Commission expires: _____ _____
Notary Public

NOTARY SEAL

United States of America

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

Affidavit and Waiver of Final Settlement

I,LORI MONTIVERDI,TIMOTHY DUNCAN, personal representative(s) in the estate of CASSANDRA L DUNCAN after being first duly sworn do aver and state as follows:

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

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

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

4. No known unpaid claims exist against the estate;

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

LORI MONTIVERDI _____ _____ (L.S.)
CO EXECUTRIX

STATE OF _____ COUNTY OF _____

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

My Commission expires: _____ _____
Notary Public

TIMOTHY DUNCAN _____ (L.S.)
CO EXECUTOR

STATE OF South Carolina COUNTY OF Greenwood

The foregoing instrument was acknowledged before me this 30 day of January 2025

My Commission expires: June 5, 2034 _____
Notary Public

TIMOTHY DUNCAN _____ (L.S.)
ION

STATE OF South Carolina COUNTY OF Greenwood

The foregoing instrument was acknowledged before me this 30 day of January, 2025

My Commission expires: Patty June 5, 2034 _____
Notary Public

PATTY J. NICKLES My Commission Expires NOTARY PUBLIC June 5, 2034 SOUTH CAROLINA

LORI MONTIVERDI _____ (L.S.)
DAUGHTER

STATE OF Massachusetts COUNTY OF Worcester

The foregoing instrument was acknowledged before me this 8th day of February, 2025.

My Commission expires: October 9, 2026 _____

DEBORAH S. STOODLEY
Notary Public, Commonwealth of Massachusetts
My Commission Expires October 09, 2026

Notary Public

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

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

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

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

_____ By _____

John R Spires
Clerk of the Harrison County Commission

Betty Cochran
Deputy Clerk

B-2

IN THE COUNTY COMMISSION OF HARRISON COUNTY, WE

SKIP COLLINS,
ADMINISTRATOR OF THE ESTATE

OF **/ / /** **REPORT OF CLAIMS**
AND
FINAL SETTLEMENT

ELEANORE VIRGINIA CHIPPS,
DECEASED

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

The Report of Claims and Final Settlement of the accounts of Skip Collins, Administrator of the Estate of Eleanore Virginia Chipps, deceased, was made before me, Norman T. Farley, Fiduciary Commissioner for Harrison County, West Virginia, and reported as follows:

(SEE ATTACHED ACCOUNTING)

United States of America

State of West Virginia

County of Harrison, ss:

ESTATE OF ELEANORE VIRGINIA CHIPPS, DECEASED

Social Security No: 233-64-6625 Date of Death: 01/01/2023

Report of Receipts, Disbursements and Distribution; Affidavit

filed by **Skip Collins, Administrator** of the estate of **Eleanore Virginia Chipps**, as provided by Chapter 44, Article 2, Section 1(b), of the Code of West Virginia, as amended.

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

Date Received:	Source:	Amount:
	See Attached Accounting of Estate of Eleanore Virginia Chipps, Schedules B and C	
	TOTAL RECEIPTS:	$ 451,915.85

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

Date Paid:	Payable to:	Amount:
	See Attached Accounting of Estate of Eleanore Virginia Chipps, Schedules D and E	
	TOTAL DISBURSEMENTS:	$100,098.57

DISTRIBUTION:

See Attached Accounting of Estate of Eleanore Virginia Chipps, Schedule H

TOTAL DISTRIBUTION: $ 351,817.28

AFFIDAVIT:

1-28-2025
Skip Collins, Administrator — Date

STATE OF OHIO,

COUNTY OF CUYAHOGA, to-wit:

Before the undersigned authority, authorized by law to administer oaths in cases of this character, this day personally appeared **Skip Collins, Administrator** of the Estate of **Eleanore Virginia Chipps** deceased, who being by me first duly sworn, did depose and say:

That the foregoing Report, dated the 28TH day of JANUARY, 2025, is a true and correct Report of all Receipts, Disbursements and Distributions made by me as Administrator through the 28TH day of JANUARY, 2025.

The foregoing instrument was acknowledged before me this 28TH day of JANUARY, 2025.

My Commission expires: 08/18/2027

V. V. A.
Notary Public

VENKATESWARAVARA P ACHANTI
Notary Public
State of Ohio
My Comm. Expires
August 18, 2027

STATE OF WEST VIRGINIA,

COUNTY OF HARRISON, to-wit:

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

Given under my hand this _____ day of _____, 2025.

_____ By _____

John R. Spires
Clerk of the Harrison County Commission

Estate: _____

ACCOUNTING OF ESTATE OF ELEANORE VIRGINIA CHIPPS
SKIP COLLINS, EXECUTOR

Summary of Schedules

Schedule A	Summary of Account
Schedule B	Receipts of Principal - Assets Listed In Inventory
Schedule B-1	Receipts of Principal - Receipts Subsequent to Inventory
Schedule C	Receipts of Income
Schedule D	Distributions to Beneficiaries
Schedule E	Disbursements - Administration Expenses
Schedule E-1	Disbursements - Fees and Commissions
Schedule F	Balance on Hand
Schedule G	Statement of Computation of Fiduciary Fee
Schedule H	Proposed Distribution Schedule

ESTATE OF ELEANORE VIRGINIA CHIPPS
by Skip Collins, Executor
January 1, 2023 through December 11, 2024

Schedule A
Summary of Account

Beginning Principal Balance - Schedule B				
Real Estate	$	282,568.00		
Personal Property		100.00		
All Other Assets		167,809.14		
Total Beginning Principal Balance			$	450,477.14
Receipts				
Receipts of Principal - Schedule B-1	$	-		
Income - Schedule C		1,438.71		
Total Receipts			$	1,438.71
Less Distributions to Beneficiaries - Schedule D			$	(71,218.00)
Less Disbursements				
Administration Expense - Schedule E	$	(28,880.57)		
Fees and Commissions - Schedule E-1		-		
Total Disbursements			$	(28,880.57)
Ending Principal Balance			**$**	**351,817.28**
Balance on Hand - Schedule F				
Cash Equivalents	$	134,506.78		
Real Estate		211,350.00		
Personal Property		-		
All Other Assets		5,960.50		
Total Balance on Hand			**$**	**351,817.28**

Schedule B
Receipts of Principal
Assets Listed in Inventory

	Date	Amount	
Real Estate			
1/2 Interest in Lot #72 Laurel Valley SD (172 Maple) - Harrison County	1/1/2023	$ 50,450.00	
101 A Poverty 1/4 Gas All Coal Less Int - Doddridge County	1/1/2023	3,050.00	
41A BRG Flint 15/16 Oil & All Coal & Gas Less Int - Doddridge County	1/1/2023	4,183.00	
28A Poverty Co&G Less Int - Doddridge County	1/1/2023	167.00	
1A Poverty Co&G Less Int - Doddridge County	1/1/2023	167.00	
Int Coal & Gas 101 AC Poverty - Doddridge County	1/1/2023	1,017.00	
Int Coal & Gas 28 Poverty - Doddridge County	1/1/2023	283.00	
Int Coal & Gas 1 AC Poverty - Doddridge County	1/1/2023	167.00	
Int Coal & Gas 41 AC Big Flint - Doddridge County	1/1/2023	417.00	
TR 2 Lot 3 N of Krumroy Rd &E of Mildred Ave - Summit Co, Ohio	1/1/2023	132,630.00	
40X128.75-504 Aurora St. - Crawford Co, Ohio	1/1/2023	78,720.00	
Mineral Interest - Doddridge County	1/1/2023	11,317.00	
Total Real Estate			$ 282,568.00
Personal Property			
Miscellaneous Tangible Personal Property	1/1/2023	$ 100.00	
Total Personal Property			$ 100.00
All Other Assets			
Great Southern Life	1/1/2023	$ 50,924.66	
Metropolitan Life	1/1/2023	7,449.25	
State Teachers Retirement System of Ohio	1/1/2023	1,000.00	
Allianz Contract 71051023	1/1/2023	40,444.14	
Allianz Contract 71051038	1/1/2023	19,256.18	
Allianz Contract 71051088	1/1/2023	42,774.41	
Antero Resources	1/1/2023	5,960.50	
Total Other Assets			$ 167,809.14
Total Inventory			$ 450,477.14

Schedule B-1
Receipts of Principal
Receipts Subsequent to Inventory

	Date	Amount
Receipts Subsequent to Inventory		
Total Receipts Subsequent to Inventory		$ -

Schedule C
Receipts of Income

	Date	Amount	
Interest Income			
Checking Interest	6/12/2023	$ 0.54	
Checking Interest	7/13/2023	5.55	
Checking Interest	8/10/2023	5.99	
Checking Interest	9/13/2023	7.27	
Checking Interest	10/12/2023	6.19	
Checking Interest	11/12/2023	6.20	
Checking Interest	12/12/2023	6.81	
Checking Interest	1/8/2024	6.51	
Checking Interest	2/12/2024	6.75	
Checking Interest	3/12/2024	6.10	
Checking Interest	4/10/2024	6.09	
Checking Interest	5/10/2024	6.30	
Checking Interest	6/12/2024	6.88	
Checking Interest	7/12/2024	5.01	
Checking Interest	8/12/2024	3.87	
Checking Interest	9/12/2024	3.72	
Checking Interest	10/10/2024	3.07	
Checking Interest	11/13/2024	3.72	
Checking Interest	12/11/2024	3.06	
Total Interest Income		$ 99.63	
Miscellaneous Income			
Deposit from Executor to activate debit card	5/22/2023	$ 20.00	
Summa Health Refund	2/12/2024	65.00	
Income Tax Refund	12/9/2024	1,254.08	
Total Miscellaneous Income		$ 1,339.08	
Total Receipts of Income			$ 1,438.71
Total Receipts			$ 1,438.71

Schedule D
Distributions to Beneficiaries

		Amount
Distributions to Beneficiaries		
Distribution of WV Real Property In-Kind		
Skip Collins	4.54546%	$ 3,237
Paula Horval	4.54546%	3,237
David Collins	4.54546%	3,237
Francis Collins	4.54546%	3,237
James Collins	4.54546%	3,237
Melodie Manganello	4.54546%	3,237
Beverly Thompson	4.54546%	3,237
Robert Jackson	4.54546%	3,237
Valerie Rathburn	4.54546%	3,237
Alvenia Chipps	4.54546%	3,237
Carla Davis	4.54546%	3,237
Clyde Edward Ray	4.54546%	3,237
Charles (Jack) Kennedy	4.54546%	3,237
Joe L. Chipps	4.54546%	3,237
Leigh Ann Kautzman	4.54546%	3,237
John Chipps	4.54546%	3,237
Toby Allen Chipps	4.54546%	3,237
Charles Riley	4.54546%	3,237
Ruchelle Robert	4.54546%	3,237
Melissa Riley	4.54546%	3,237
Kimberly Riley	4.54546%	3,237
Kathleen Stout	4.54546%	3,237
Total Distributions to Beneficiaries		$ 71,218

Schedule E
Disbursements
Administration Expense

		Amount	
Administration Expense	**2023**		
Ohio Edison		$ 97.86	
Evan's Landscaping		288.23	
StoneRise Services, LLC		65.98	
Remidi Senior Care		222.15	
Lewis Gianola		3,605.50	
WVU Medical		339.82	
US Acute Care		1,006.07	
USPS		64.26	
Evan's Landscaping		269.88	
USPS		28.75	
Doddridge County		74.61	
Doddridge County		53.18	
	2024		
Lewis Gianola		1,651.75	
Traveler's Insurance		750.00	
USPS		9.85	
Lewis Gianola		4,575.00	
USPS		9.60	
Lewis Gianola		1,392.50	
Lewis Gianola		2,030.00	
Lewis Gianola		798.75	
WV State Tax Department - 2021 Return		2,110.00	
WV State Tax Department - 2022 Return		2,868.00	
WV State Tax Department - 2023 Return		788.00	
IRS - 2023 Return		4,889.00	
Doddridge County		654.18	
WV State Tax Department		237.65	
Total Administration Expenses			$ 28,880.57

Schedule E-1
Disbursements
Fees and Commissions

	Date	Amount	
Fees and Commissions			
Total Fees and Commissions			$ -
Total Disbursements			$ 28,880.57

Schedule F
Balance on Hand

Cash & Equivalents		
Checking Account	$ 134,506.78	
Total Cash & Equivalents		$ 134,506.78
Real Estate		
1/2 Interest in Lot #72 Laurel Valley SD (172 Maple) - Harrison County	$ -	
101 A Poverty 1/4 Gas All Coal Less Int - Doddridge County	-	
41A BRG Flint 15/16 Oil & All Coal & Gas Less Int - Doddridge County	-	
28A Poverty Co&G Less Int - Doddridge County	-	
1A Poverty Co&G Less Int - Doddridge County	-	
Int Coal & Gas 101 AC Poverty - Doddridge County	-	
Int Coal & Gas 28 Poverty - Doddridge County	-	
Int Coal & Gas 1 AC Poverty - Doddridge County	-	
Int Coal & Gas 41 AC Big Flint - Doddridge County	-	
TR 2 Lot 3 N of Krumroy Rd &E of Mildred Ave - Summit Co, Ohio	132,630.00	
40X128.75-504 Aurora St. - Crawford Co, Ohio	78,720.00	
Mineral Interest - Doddridge County	-	
Total Real Estate		$ 211,350.00
Personal Property		
Miscellaneous Tangible Personal Property	$ -	
Total Personal Property		$ -
All Other Assets		
Great Southern Life	$ -	
Metropolitan Life	-	
State Teachers Retirement System of Ohio	-	
Allianz Contract 71051023	-	
Allianz Contract 71051038	-	
Allianz Contract 71051088	-	
Antero Resources	5,960.50	
Total Other Assets		$ 5,960.50
Balance on Hand		$ 351,817.28

Schedule G
Statement of Computation of Fiduciary Fee

Fee on Probate Property				
Probate Assets			$ 230,110.14	
	Computation			
	5.00%	100,000.00	$ 5,000.00	
	4.00%	130,110.14	$ 5,204.41	
	3.00%	-	-	
		230,110.14		
Total Fee on Probate Property				$ 10,204.41
Fee on Non-Probate Property				
Non-Probate Assets			$ 83,703.39	
	Computation			
	1.00%	83,703.39	$ 837.03	
Total Fee on Non-Probate Property				837.03
Total Fiduciary Fee				$ 11,041.44

Schedule H
Proposed Distribution Schedule

Balance on Hand		$ 351,817.28
Outstanding Expenses		
Fiduciary Fee	$ 11,041.44	
Reimbursement of Expenses to Executor	$ 6,856.69	
Legal and Tax Preparation Fees	$ 2,000.00	
Total Outstanding Expenses		19,898.13
Amount To Be Distributed		331,919.15
Proceeds of Ohio Real Estate To Be Distributed After Sale		211,350.00
Antero Funds To Be Distributed After Settlement		5,960.60
Remaining Amount To Be Distributed		$ 114,608.55
Distribution Amounts		
Skip Collins	4.54546%	$ 5,209.36
Paula Horval	4.54546%	$ 5,209.49
David Collins	4.54546%	$ 5,209.49
Francis Collins	4.54546%	$ 5,209.49
James Collins	4.54546%	$ 5,209.49
Melodie Manganello	4.54546%	$ 5,209.49
Beverly Thompson	4.54546%	$ 5,209.49
Robert Jackson	4.54546%	$ 5,209.49
Valerie Rathburn	4.54546%	$ 5,209.49
Alvenia Chipps	4.54546%	$ 5,209.49
Carla Davis	4.54546%	$ 5,209.49
Clyde Edward Ray	4.54546%	$ 5,209.49
Charles (Jack) Kennedy	4.54546%	$ 5,209.49
Joe L. Chipps	4.54546%	$ 5,209.49
Leigh Ann Kautzman	4.54546%	$ 5,209.49
John Chipps	4.54546%	$ 5,209.49
Toby Allen Chipps	4.54546%	$ 5,209.49
Charles Riley	4.54546%	$ 5,209.49
Ruchelle Robert	4.54546%	$ 5,209.49
Melissa Riley	4.54546%	$ 5,209.49
Kimberly Riley	4.54546%	$ 5,209.49
Kathleen Stout	4.54546%	$ 5,209.49
		$ 114,608.56

Affidavit of Accounting Party

STATE OF OHIO)
COUNTY OF) SS.:

SKIP COLLINS, being duly sworn, says:

I am the Administrator, the accounting party herein; that the foregoing account contains, according to the best of my knowledge and belief, a true statement of all receipts and disbursements on account of the trust and of all monies and other property belonging to the trust which have come into the hands of the Administrator or been received by any other person by my order or authority and that I do not know of any error or omission in the account to the prejudice of an creditor of, or person interested in, the trust.

Skip Collins, Administrator

Sworn to before me this
28TH day of JANUARY, 2025

V. V. P. ACHANTI

Notary Public
(seal)

VENKATESWARAVARA P ACHANTI
Notary Public
State of Ohio
My Comm. Expires
August 18, 2027

Name of Attorney John R. Bsharah, Esq.
Lewis Gianola PLLC

Address of Attorney 300 Summers St., Suite 700, Charleston, WV 25301
Telephone (304) 345-2000
Email jbsharah@lewisgianola.com

Your Commissioner certifies that pursuant to the requirements of the West Virginia Code, as amended, the County Commission appointed the 5th day of November, 2023, as the time and place for the presentation of claims against said estate and that it gave notice thereof to the creditors and beneficiaries of said estate by publication in the Clarksburg Exponent-Telegram on the 6th and 13th days of September, 2023, the time so fixed being according to law; and that no claims had been filed against the estate.

Your Commissioner certifies that the estate was referred to him as Fiduciary Commissioner on the 17th day of July, 2023.

Your Commissioner certifies that the name of Skip Collins, Administrator of the Estate of Eleanore Virginia Chipps, deceased, was included in a list of fiduciaries, whose accounts were before your Commissioner for settlement, and said list was published once a week for two successive weeks on the 4th and 11th days of March, 2025, in the Clarksburg Exponent-Telegram, as required by law.

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

Given under my hand this the 20th day of March, 2025.

Norman T. Farley
Fiduciary Commissioner
Harrison County, West Virginia

B-3

ESTATE OF KAREN LESLIE ALEXANDER

DOD: March 3, 2019

SETTLEMENT OF ESTATE

AND CASH RECEIPTS AND DISBURSEMENTS REPORT

For the period of June 27, 2019, through February 7, 2025

ORIGINAL ASSETS

Real Estate:

a. 403 Benedum Drive, Bridgeport, WV 26330, being 16 - Simpson-Bridgeport, Map 2405, Parcel 29, Account No. 06341407 - $135,000

Personal Property:

a. Kia Soul - $11,000

RECEIPTS:

a. Kia Soul was sold for $15,500. Proceeds were used to pay ongoing expenses of the Estate for maintenance of home.
b. Rental Income from Home. Proceeds were used to pay ongoing expenses of the Estate for maintenance of home.
c. $135,000 for sale of 403 Benedum Drive (net of $134,328.45 prior to distributions).

DISBURSEMENTS:

a. County Clerk - $1,004.00
b. KRB Kaufman Properties - $6,750.00
c. Loancare, LLC - $41,576.36
d. Loancare, LLC - $249.46
e. Funkhouser & Smith, PLLC - $1,509.83

DISTRIBUTIONS:

a. Kimberly Kinkelaar - $12,000

FINAL DISBURSEMENTS and DISTRIBUTIONS:

a. To Katrina Llaneza for Administrator Reimbursement: $10,684.00 (see Exhibit A)
b. To Katrina Llaneza for Administrator Fee: $6840
c. To Flaherty Sensabaugh Bonasso - $7500
d. To Katrina Llaneza - $19,404.93
e. To Kimberly Kinkelaar - $7404.93
f. To Kathryn Linn - $19,404.93

AFFIDAVIT

STATE OF TEXAS,
COUNTY OF Montgomery

Before the undersigned authority, this day personally appeared, Katrina Llaneza, as Administratrix of the Estate of Karen Leslie Alexander, who first being by me first duly sworn, did depose and say:

1. That the foregoing Report, dated the 13th day of January 2025, is a true and correct report of all Receipts, Disbursements, and Distributions made by me as Administratrix and that there are no assets of said Estate of Karen Leslie Alexander remaining in my hands as such items have been distributed except as noted herein.
2. That all claims against said estate for expenses of administration, taxes, and debts of said decedent have been paid in full and that a release from the State of West Virginia for Estate Tax is on record, if necessary.

Witness my signature this 23 day of January 2025.

Katrina A Llaneza
Katrina Llaneza

Taken, subscribed and sworn to before me, the undersigned notary public, this

23 day of January, 2025.

[affix notarial seal]

MICHELLE BYRD
NOTARY PUBLIC
ID# 133287799
State of Texas
Comm. Exp. 08-23-2025

Notary Public

My commission expires: 8-23-25

EXHIBIT A

Expenses paid personally by Administrator of Estate:

Date	Reason	Amount
April 2019	Mortgage	$500
April 2019	ADT Security	$59.70
May 2019	ADT Security	$64.19
May 2019	MonPower	$24.75
June 2019	Harrison County Clerk	$41.00
June 2019	Webster Insurance (Bond)	$100.00
June 2019	Mortgage	$812.62
June 2019	Flaherty Sensabaugh	$585.50
July 2019	Mortgage	$450
July 2019	Flaherty Sensabaugh	$1190
July 2019	Accountant	$460
July 2019	IRS	$41.99
July 2019	WV State Tax Dept.	$182
July 2019	ADT	$128.38
July 2019	Lawncare	$100
July 2019	Capital One	$387.88
August 2019	Mortgage	$422.54
August 2019	ADT	$64.19
August 2019	Electric	$99.26
August 2019	Water	$151
August 2019	Garbage	$28.74
August 2019	Lawn Care	$128
August 2019	IRS/EIN#	$245
August 2019	Replace Carpet	$2167.25
August 2019	Death Certificate	$115
September 2019	Mortgage	$439.87
September 2019	ADT	$64.19
September 2019	Electric	$64.19
September 2019	Water	$159.38
September 2019	Gas	$398.32
September 2019	Car Detail	$220
October 2019	Legal Fees	$789
August 2024	Bond	$952.20
Total:		$11,636.20

United States of America

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

Report of Receipts, Disbursements and Distribution; Affidavit Notice

This day KATRINA A LLANEZA reported to the Court a Report of Receipts, Disbursements and Distribution; Affidavit for the estate of KAREN LESLIE ALEXANDER, which Report of Receipts, Disbursements and Distribution; Affidavit was filed in the office of the Clerk of the Harrison County Commission on the 18th day of March, 2025 and said estate was presented to this Court on the _____ day of _____, _____, further it appearing to the Court that more than (10) days have lapsed since the date the report was filed with the Clerk of the Harrison County Commission and no objections being made thereto and no errors appearing upon the face thereof and none appearing to the Court and the Court being satisfied that all requirements of the statute in regard to such settlement have been complied with, same being deemed correct and ordered to be recorded and filed.

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

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

John R Spires
Clerk of the Harrison County Commission

B-4

IN THE COUNTY COMMISSIONER OF HARRISON COUNTY, WE

PATSY TRECOST, II, EXECUTOR
OF THE ESTATE

OF REPORT OF RECEIPTS, DISBURSEMENTS AND DISTRIBUTION

SANDRA S. WHITEHAIR, DECEASED

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

In compliance with *West Virginia Code §44-2-29,* as amended, a **Report of Receipts, Disbursements and Distribution** was filed by the Executor of the above-referred estate, which said report was executed by the executor, whereupon your Commissioner proceeded to prepare this Report with the Report of Receipts, Disbursements and Distribution attached hereto.

Your Commissioner certifies that this estate was referred to him on the 19th day of August, 2024, and that, subsequent to said date, the Clerk of the County Commission of Harrison County, West Virginia, did appoint the 7th day of July 2024, as the time and place for the presentation of claims against this estate; that said Clerk's office gave notice thereof to the creditors and beneficiaries of this estate by publication in The Exponent-Telegram on the 8th and 15th days of May, 2024, the time so fixed being according to law; and that at the end of business hours on the 7th day of July 2024, the claims period was formally closed, at which time no proofs of claim had been timely filed with said Clerk's office or your Commissioner against this estate.

Your Commissioner certifies that the name of Patsy Trecost, II, Executor of the estate of Sandra S. Whitehair, deceased, was included in a list of fiduciaries, whose accounts were before your Commissioner for settlement, and said list was published once a week on the 31st day of

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

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

Given under my hand this 6th day of November, 2024.

Robert L. Greer
Fiduciary Commissioner

BEFORE THE COUNTY COMMISSION OF
HARRISON COUNTY, WEST VIRGINIA

ESTATE OF SANDRA S. WHITEHAIR, DECEASED

REPORT OF RECEIPTS, DISBURSEMENTS AND DISTRIBUTIONS
FROM 4/12/2024 THROUGH CLOSING OF ESTATE
AFFIDAVIT

Filed by Patsy Trecost, II, Executor of the estate of Sandra S. Whitehair, as provided by Chapter 44, Article 2, Section 1(b), of the Code of West Virginia, as amended.

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

Date Received:	Source	Amount
04/12/2024	Decedent had no probate financial accounts	$ 0.00
04/12/2024	Household goods and personal effects	$ 1,000.00
04/12/2024	2004 Mercedes SL-C	$ 5,000.00
04/12/2024	2008 Mercedes C-CL	$ 5,000.00
	TOTAL RECEIPTS	**$ 0.00**

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

Date Paid:	Payable to:	Amount:

* There have been no probate disbursements. All expenses associated with administration have been paid by Patsy Trecost, II from a non-probate checking account that he owned jointly with the decedent which is disclosed on the 6.02 Form.

TOTAL DISBURSEMENTS:

DISTRIBUTION OF PERSONAL PROPERTY:

Name	Relationship	Share	Amount
Patsy Trecost, II	Nephew		None
Christian Trecost	Nephew		
* 2008 Mercerdes C-CL----------			Distributed
* Contents of real property 1715 & 1717 Williams Ave, Clarksburg WV----			Distributed
Patsy Trecost, III (Tre)	Great-Nephew		
* Real property and contents 1713 Williams Ave, Clarksburg, WV----------			Distributed
* 2004 Mercedes SL-C----------			Distributed

TOTAL DISTRIBUTION: **COMPLETE**

AFFIDAVIT

STATE OF WEST VIRGINIA (
) to-wit:
COUNTY OF HARRISON (

I, PATSY TRECOST, II, Executor of the Estate of SANDRA S. WHITEHAIR, after being first duly sworn do aver and state as follows:

That the foregoing report, dated the 21st day of October, 2024, is a true and correct Report of all Receipts, Disbursements and Distributions made (and to be made) by me as Executor through the 21st day of October, 2024.

Patsy Trecost II

Patsy Trecost, II, Executor of the
Estate of Sandra S. Whitehair

STATE OF WEST VIRGINIA)
(to-wit:
COUNTY OF HARRISON)

The foregoing instrument was acknowledged before me this 21st day of October, 2024, by Patsy Trecost, II, Executor of the Estate of Sandra S. Whitehair.

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Lisa A Stout
Steele McMunn, PLLC
347 Washington Avenue
Clarksburg, WV 26301
My Commission Expires April 17, 2029

Lisa A. Stout

Notary Public

My commission expires:

April 17, 2029

Greater Harrison County
Public Service District

C-1

Phone: 304-745-3463
Fax: 304-745-5327

www.greaterharrison.com

At the regular meeting of Greater Harrison County PSD held on Thursday February 20, 2025, Chairman James Scudere, Treasurer Ruth Ann Messenger, Secretary Raymond Leonard, Member Thomas Michael and Member Gary Auvil. Also present were Bill Hoover, General Manager, Matt Evans, Assistant Manager, Zack Dobbins of Bennett and Dobbins, Kylea Radcliff of Thrasher Engineering and Sam Harrold of Mountain State Law.

1. Minutes and/or Amended Minutes of Previous Meetings: Michael moved to approve minutes. Board concurred.
2. Public Comment Period: No one present
3. Patrick Lesmann – P&B Services provided by Bill Hoover
   General update – DEP inspected all facilities without any findings other than one tree. Regulators with DEP will come around every 4-6 months.
4. Zack Dobbins – Bennett and Dobbins
   4.1 Drawdown #7 for Wood Stock project presented. Leonard moved to approve as presented. Board concurred. Drawdown #3 for Overall Water Project presented. Leonard moved to approve as presented. Board concurred. Drawdown #2 ARPA #16 for Quiet Dell Sewer project presented. Leonard moved to approve as presented. Board concurred. Drawdown #45 tabled to be presented following the presentation of Thrasher Group Change Order #9
5. Finance Report provided by Ruth Ann Messenger
   Leonard moved to approve financial transactions. Board concurred.
   Zack provided detail on expenses.
6. Thrasher Group, Inc.
   6.1 Sewer
      6.1.a Phase II
      - Grant Agreement has been received and processed. Funds are available for drawdown.
      - Change Order #9 for Contract #3 presented. Leonard moved to approve as presented. Board with the exception of Michael concurred.
      - Zack presented Drawdown #45 for Phase II Route 73 final drawdown presented. Leonard moved to approve as presented. Board with the exception of Michael concurred.
      - Engineering Amendment #6 presented. Scudere moved to approve as presented. Board concurred.

      6.1.b Quiet Dell
      - Working on submittals. Updates of all projects presented. Clearing trees on treatment plant site.

      6.1.c Woodstock Heights Sanitary Sewer Extension Project
      - Force main tied in. Working on testing.

      6.1.d River Crossings
      - Received call from EPA, they have hired consultant that we will be scheduling a conference call with.

      6.1.e 10-year Plan
      - 2025 review remains on agenda for any discussions.

   6.2 Water
      6.2.a Overall Water Project
      - Contract #2 anticipate starting next week. Contract #3 is scheduled to do their clearing next week.

      Contract #1 working on submittals. They intend to start in the spring.

      6.2.b Buffalo Lake Road Water Line Extension

- Tried contacting AML once again.

6.2.c 10-year Plan Water

- Nothing new to present at this time.

7. Bill Hoover – General Manager

7.1 Water

7.1.a Overall 29%. Lost Creek Mount Clare was at 41%, Valley of Good Hope at 25%, and Quiet Dell at 9%. Coon's Run at 28%, Fair Oaks -9%. Believe Fair Oaks is a meter issue with Tri-County.

7.1.b Water Leak Report – Repaired 1 service line leaks In Lost Creek/Mount Clare. There were 2 service line leaks in the Valley of Good Hope.

7.2 Sewer

7.2.a The entire aerial pipe at the plant needs replaced. Materials should be on site within the next four weeks.

7.3 Good of the district

7.3.a General Update – Tanks and pump stations are operating without incidence.
The PSC in now requiring a weekly report which is required by all PSD.
New water meters have been ordered with a significant increase in price.
The control panel for Russ McCormick has been installed.

8. Sam Harold – Mountain State Law

8.1 We do have a settlement agreement that will need executed after funds available. Zack added that once funds received we only have three days to distribute. May take a couple weeks to get funds. Michael added that the board could authorize the execution of document now contingent on the funding and it could be emailed to all board members. Kylea provided a copy of document already signed by vendor for review. The document was reviewed by Michael, standard agreement. Michael motioned for Bill Hoover to execute the agreement when provided by Sam Harrold. Board concurred.

9. Executive Session

9.1 Not needed

The next meeting will be held on March 20, 2025.
Scudere moved to adjourn meeting. Board concurred.

Chairman James S Scudere
James Scudere

Treasurer Ruth Ann Messenger
Ruth Ann Messenger

Secretary Raymond Leonard
Mark Leonard

Member Thomas Michael
Thomas Michael

Member_____
Gary Auvil

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

C-2

GHCPSD - WATER DIVISION
INCOME STATEMENT
FOR THE PERIOD
02/01/2025 - 02/28/2025

	ACTUAL	BUDGET	VARIANCE	% OF TOTAL
INCOME				
DOMESTIC SERVICE/LATE CHGS	224,181.77	203,958.33	20,223.44	97.94%
COONS RUN O&M AGREEMENT	3,879.13	3,850.00	29.13	1.69%
FACILITIES CHARGE	-	-	-	0.00%
INTEREST INCOME	839.41	83.33	756.08	0.37%
MISCELLANEOUS/RECONNECT FEES	-	-	-	0.00%
QUIET DELL LEASE	-	500.00	(500.00)	0.00%
TAP FEES	-	-	-	0.00%
UNUSUAL CHARGE	-	-	-	0.00%
TOTAL INCOME	228,900.31	208,391.67	20,508.64	
EXPENSES				
ACCT, BILLING, & COLLECTING	15,563.24	6,350.00	9,213.24	7.04%
BRIDGEPORT SANITARY BOARD	-	-	-	0.00%
TOWN OF WORTHINGTON	-	-	-	0.00%
CHEMICALS	-	58.33	(58.33)	0.00%
CLARKSBURG SANITARY BOARD	-	-	-	0.00%
DEBT SERVICE	24,610.85	24,610.83	0.02	11.14%
DIRECTORS FEES	523.12	533.33	(10.21)	0.24%
EMP. BEN./GROUP INSURANCE/PENSION COSTS	9,245.42	7,050.00	2,195.42	4.18%
LAB SERVICE	1,171.70	1,058.33	113.37	0.53%
LABOR	33,848.68	30,091.67	3,757.01	15.32%
MAINTENANCE	8,234.32	15,108.33	(6,874.01)	3.73%
MISCELLANEOUS EXPENSE	-	-	-	0.00%
OFFICE SUPPLIES & EXPENSE	-	141.67	(141.67)	0.00%
OUTSIDE SERVICES/CONTRACT LABOR	4,165.00	4,233.33	(68.33)	1.88%
POWER PURCHASED	3,331.48	3,941.67	(610.19)	1.51%
PROPERTY/LIABILITY & INJURIES INSURANCE	294.51	2,366.67	(2,072.16)	0.13%
REGULATORY COMMISSION	-	875.00	(875.00)	0.00%
RENEWAL & REPLACEMENT	12,700.00	5,541.67	7,158.33	5.75%
RENT EXPENSE	2,500.00	2,500.00	-	1.13%
TAXES	2,824.14	2,341.67	482.47	1.28%
TRANSPORTATION	1,289.02	2,791.67	(1,502.65)	0.58%
UTILITIES	1,486.86	816.67	670.19	0.67%
WATER PURCHASED	99,213.97	87,485.00	11,728.97	44.89%
TOTAL EXPENSES	221,002.31	197,895.83	23,106.48	
NET SURPLUS (DEFICIT)	7,898.00	10,495.83	(2,597.83)	

GHCPSD - SEWER DIVISION
INCOME STATEMENT
FOR THE PERIOD
02/01/2025 - 02/28/2025

	ACTUAL	BUDGET	VARIANCE	% OF TOTAL
INCOME				
DOMESTIC SERVICE/LATE CHGS	247,635.09	230,791.67	16,843.42	91.85%
COONS RUN O&M AGREEMENT	-	-	-	0.00%
FACILITIES CHARGE	2,500.00	2,500.00	-	0.93%
INTEREST INCOME	4,264.02	83.33	4,180.69	1.58%
MISCELLANEOUS/RECONNECT FEES	-	-	-	0.00%
QUIET DELL LEASE	-	-	-	0.00%
TAP FEES	-	-	-	0.00%
UNUSUAL CHARGE	15,210.26	7,483.33	7,726.93	5.64%
TOTAL INCOME	269,609.37	240,858.33	28,751.04	
EXPENSES				
ACCT, BILLING, & COLLECTING	3,142.39	1,800.00	1,342.39	1.30%
BRIDGEPORT SANITARY BOARD	9,924.24	8,858.33	1,065.91	4.09%
TOWN OF WORTHINGTON	3,680.76	3,150.00	530.76	1.52%
CHEMICALS	-	1,791.67	(1,791.67)	0.00%
CLARKSBURG SANITARY BOARD	2,636.82	4,125.00	(1,488.18)	1.09%
DEBT SERVICE	112,379.86	112,379.83	0.03	46.32%
DIRECTORS FEES	476.88	533.33	(56.45)	0.20%
EMP. BEN./GROUP INSURANCE/PENSION COSTS	7,312.06	7,408.33	(96.27)	3.01%
LAB SERVICE	349.20	916.67	(567.47)	0.14%
LABOR	28,360.20	26,741.67	1,618.53	11.69%
MAINTENANCE	18,099.89	15,450.00	2,649.89	7.46%
MISCELLANEOUS EXPENSE	-	-	-	0.00%
OFFICE SUPPLIES & EXPENSE	1,789.65	1,891.67	(102.02)	0.74%
OUTSIDE SERVICES/CONTRACT LABOR	11,874.98	14,833.33	(2,958.35)	4.89%
POWER PURCHASED	19,623.18	14,850.00	4,773.18	8.09%
PROPERTY/LIABILITY & INJURIES INSURANCE	268.49	2,466.67	(2,198.18)	0.11%
REGULATORY COMMISSION	-	825.00	(825.00)	0.00%
RENEWAL & REPLACEMENT	17,090.00	8,766.67	8,323.33	7.04%
RENT EXPENSE	-	-	-	0.00%
TAXES	1,945.90	2,083.33	(137.43)	0.80%
TRANSPORTATION	1,175.11	2,500.00	(1,324.89)	0.48%
UTILITIES	2,475.43	1,841.67	633.76	1.02%
WATER PURCHASED	-	-	-	0.00%
TOTAL EXPENSES	242,605.04	233,213.17	9,391.87	
NET SURPLUS (DEFICIT)	27,004.33	7,645.17	19,359.16	

GHCPSD - COMBINED
INCOME STATEMENT
FOR THE PERIOD
02/01/2025 - 02/28/2025

	ACTUAL	BUDGET	VARIANCE	% OF TOTAL
INCOME				
DOMESTIC SERVICE/LATE CHGS	471,816.86	434,750.00	37,066.86	94.65%
COONS RUN O&M AGREEMENT	3,879.13	3,850.00	29.13	0.78%
FACILITIES CHARGE	2,500.00	2,500.00	-	0.50%
INTEREST INCOME	5,103.43	166.67	4,936.76	1.02%
MISCELLANEOUS/RECONNECT FEES	-	-	-	0.00%
QUIET DELL LEASE	-	500.00	(500.00)	0.00%
TAP FEES	-	-	-	0.00%
UNUSUAL CHARGE	15,210.26	7,483.33	7,726.93	3.05%
TOTAL INCOME	498,509.68	449,250.00	49,259.68	
EXPENSES				
ACCT, BILLING, & COLLECTING	18,705.63	8,150.00	10,555.63	4.03%
BRIDGEPORT SANITARY BOARD	9,924.24	8,858.33	1,065.91	2.14%
TOWN OF WORTHINGTON	3,680.76	3,150.00	530.76	0.79%
CHEMICALS	-	1,850.00	(1,850.00)	0.00%
CLARKSBURG SANITARY BOARD	2,636.82	4,125.00	(1,488.18)	0.57%
DEBT SERVICE	136,990.71	136,990.67	0.04	29.55%
DIRECTORS FEES	1,000.00	1,066.67	(66.67)	0.22%
EMP. BEN./GROUP INSURANCE/PENSION COSTS	16,557.48	14,458.33	2,099.15	3.57%
LAB SERVICE	1,520.90	1,975.00	(454.10)	0.33%
LABOR	62,208.88	56,833.33	5,375.55	13.42%
MAINTENANCE	26,334.21	30,558.33	(4,224.12)	5.68%
MISCELLANEOUS EXPENSE	-	-	-	0.00%
OFFICE SUPPLIES & EXPENSE	1,789.65	2,033.33	(243.68)	0.39%
OUTSIDE SERVICES/CONTRACT LABOR	16,039.98	19,066.67	(3,026.69)	3.46%
POWER PURCHASED	22,954.66	18,791.67	4,162.99	4.95%
PROPERTY/LIABILITY & INJURIES INSURANCE	563.00	4,833.33	(4,270.33)	0.12%
REGULATORY COMMISSION	-	1,700.00	(1,700.00)	0.00%
RENEWAL & REPLACEMENT	29,790.00	14,308.33	15,481.67	6.43%
RENT EXPENSE	2,500.00	2,500.00	-	0.54%
TAXES	4,770.04	4,425.00	345.04	1.03%
TRANSPORTATION	2,464.13	5,291.67	(2,827.54)	0.53%
UTILITIES	3,962.29	2,658.33	1,303.96	0.85%
WATER PURCHASED	99,213.97	87,485.00	11,728.97	21.40%
TOTAL EXPENSES	463,607.35	431,109.00	32,498.35	
NET SURPLUS (DEFICIT)	34,902.33	18,141.00	16,761.33	

GHCPSD - WATER DIVISION
INCOME STATEMENT
FOR THE PERIOD
07/01/2024 - 02/28/2025

	ACTUAL	BUDGET	VARIANCE	% OF TOTAL
INCOME				
DOMESTIC SERVICE/LATE CHGS	1,773,423.57	1,631,666.67	141,756.90	96.90%
COONS RUN O&M AGREEMENT	31,106.24	30,800.00	306.24	1.70%
FACILITIES CHARGE	-	-	-	0.00%
INTEREST INCOME	13,584.75	666.67	12,918.08	0.74%
MISCELLANEOUS/RECONNECT FEES	2,732.05	-	2,732.05	0.15%
QUIET DELL LEASE	4,500.00	4,000.00	500.00	0.25%
TAP FEES	4,900.00	-	4,900.00	0.27%
UNUSUAL CHARGE	-	-	-	0.00%
TOTAL INCOME	1,830,246.61	1,667,133.33	163,113.28	100.00%
EXPENSES				
ACCT, BILLING, & COLLECTING	54,559.59	50,800.00	3,759.59	2.94%
BRIDGEPORT SANITARY BOARD	-	-	-	0.00%
TOWN OF WORTHINGTON	-	-	-	0.00%
CHEMICALS	1,465.00	466.67	998.33	0.08%
CLARKSBURG SANITARY BOARD	-	-	-	0.00%
DEBT SERVICE	196,886.80	196,886.67	0.13	10.60%
DIRECTORS FEES	4,993.35	4,266.67	726.68	0.27%
EMP. BEN./GROUP INSURANCE/PENSION COSTS	72,105.63	56,400.00	15,705.63	3.88%
LAB SERVICE	7,142.10	8,466.67	(1,324.57)	0.38%
LABOR	305,262.45	240,733.33	64,529.12	16.43%
MAINTENANCE	144,006.06	120,866.67	23,139.39	7.75%
MISCELLANEOUS EXPENSE	-	-	-	0.00%
OFFICE SUPPLIES & EXPENSE	902.58	1,133.33	(230.75)	0.05%
OUTSIDE SERVICES/CONTRACT LABOR	110,752.01	33,866.67	76,885.34	5.96%
POWER PURCHASED	28,383.32	31,533.33	(3,150.01)	1.53%
PROPERTY/LIABILITY & INJURIES INSURANCE	21,821.05	18,933.33	2,887.72	1.17%
REGULATORY COMMISSION	10,679.68	7,000.00	3,679.68	0.57%
RENEWAL & REPLACEMENT	82,737.44	44,333.33	38,404.11	4.45%
RENT EXPENSE	20,000.00	20,000.00	-	1.08%
TAXES	25,564.75	18,733.33	6,831.42	1.38%
TRANSPORTATION	18,444.04	22,333.33	(3,889.29)	0.99%
UTILITIES	6,398.81	6,533.33	(134.52)	0.34%
WATER PURCHASED	745,872.37	699,880.00	45,992.37	40.14%
TOTAL EXPENSES	1,857,977.03	1,583,166.67	274,810.36	100.00%
NET SURPLUS (DEFICIT)	(27,730.42)	83,966.67	(111,697.09)	

GHCPSD - SEWER DIVISION
INCOME STATEMENT
FOR THE PERIOD
07/01/2024-02/28/2025

	ACTUAL	BUDGET	VARIANCE	% OF TOTAL
INCOME				
DOMESTIC SERVICE/LATE CHGS	1,866,288.60	1,846,333.33	19,955.27	93.70%
COONS RUN O&M AGREEMENT	-	-	-	0.00%
FACILITIES CHARGE	20,000.00	20,000.00	-	1.00%
INTEREST INCOME	44,406.61	666.67	43,739.94	2.23%
MISCELLANEOUS/RECONNECT FEES	22.94	-	22.94	0.00%
QUIET DELL LEASE	-	-	-	0.00%
TAP FEES	1,400.00	-	1,400.00	0.07%
UNUSUAL CHARGE	59,590.10	59,866.67	(276.57)	2.99%
TOTAL INCOME	1,991,708.25	1,926,866.67	64,841.58	100.00%
EXPENSES				
ACCT, BILLING, & COLLECTING	14,038.53	14,400.00	(361.47)	0.70%
BRIDGEPORT SANITARY BOARD	47,085.81	70,866.67	(23,780.86)	2.33%
TOWN OF WORTHINGTON	26,116.30	25,200.00	916.30	1.29%
CHEMICALS	-	14,333.33	(14,333.33)	0.00%
CLARKSBURG SANITARY BOARD	20,079.33	33,000.00	(12,920.67)	0.99%
DEBT SERVICE	899,038.88	899,038.67	0.21	44.51%
DIRECTORS FEES	4,506.65	4,266.67	239.98	0.22%
EMP. BEN./GROUP INSURANCE/PENSION COSTS	55,077.22	59,266.67	(4,189.45)	2.73%
LAB SERVICE	7,866.30	7,333.33	532.97	0.39%
LABOR	216,299.97	213,933.33	2,366.64	10.71%
MAINTENANCE	197,174.90	123,600.00	73,574.90	9.76%
MISCELLANEOUS EXPENSE	-	-	-	0.00%
OFFICE SUPPLIES & EXPENSE	13,575.96	15,133.33	(1,557.37)	0.67%
OUTSIDE SERVICES/CONTRACT LABOR	193,362.60	118,666.67	74,695.93	9.57%
POWER PURCHASED	127,841.38	118,800.00	9,041.38	6.33%
PROPERTY/LIABILITY & INJURIES INSURANCE	19,411.70	19,733.33	(321.63)	0.96%
REGULATORY COMMISSION	8,344.16	6,600.00	1,744.16	0.41%
RENEWAL & REPLACEMENT	122,392.43	70,133.33	52,259.10	6.06%
RENT EXPENSE	-	-	-	0.00%
TAXES	13,427.63	16,666.67	(3,239.04)	0.66%
TRANSPORTATION	16,639.45	20,000.00	(3,360.55)	0.82%
UTILITIES	17,440.82	14,733.33	2,707.49	0.86%
WATER PURCHASED	-	-	-	0.00%
TOTAL EXPENSES	2,019,720.02	1,865,705.33	154,014.69	100.00%
NET SURPLUS (DEFICIT)	(28,011.77)	61,161.33	(89,173.10)	

GHCPSD - COMBINED
INCOME STATEMENT
FOR THE PERIOD
07/01/2024 -02/28/2025

	ACTUAL	BUDGET	VARIANCE	% OF TOTAL
INCOME				
DOMESTIC SERVICE/LATE CHGS	3,639,712.17	3,478,000.00	161,712.17	95.23%
COONS RUN O&M AGREEMENT	31,106.24	30,800.00	306.24	0.81%
FACILITIES CHARGE	20,000.00	20,000.00	-	0.52%
INTEREST INCOME	57,991.36	1,333.33	56,658.03	1.52%
MISCELLANEOUS/RECONNECT FEES	2,754.99	-	2,754.99	0.07%
QUIET DELL LEASE	4,500.00	4,000.00	500.00	0.12%
TAP FEES	6,300.00	-	6,300.00	0.16%
UNUSUAL CHARGE	59,590.10	59,866.67	(276.57)	1.56%
TOTAL INCOME	3,821,954.86	3,594,000.00	227,954.86	100.00%
EXPENSES				
ACCT, BILLING, & COLLECTING	68,598.12	65,200.00	3,398.12	1.77%
BRIDGEPORT SANITARY BOARD	47,085.81	70,866.67	(23,780.86)	1.21%
TOWN OF WORTHINGTON	26,116.30	25,200.00	916.30	0.67%
CHEMICALS	1,465.00	14,800.00	(13,335.00)	0.04%
CLARKSBURG SANITARY BOARD	20,079.33	33,000.00	(12,920.67)	0.52%
DEBT SERVICE	1,095,925.68	1,095,925.33	0.35	28.26%
DIRECTORS FEES	9,500.00	8,533.33	966.67	0.24%
EMP. BEN./GROUP INSURANCE/PENSION COSTS	127,182.85	115,666.67	11,516.18	3.28%
LAB SERVICE	15,008.40	15,800.00	(791.60)	0.39%
LABOR	521,562.42	454,666.67	66,895.75	13.45%
MAINTENANCE	341,180.96	244,466.67	96,714.29	8.80%
MISCELLANEOUS EXPENSE	-	-	-	0.00%
OFFICE SUPPLIES & EXPENSE	14,478.54	16,266.67	(1,788.13)	0.37%
OUTSIDE SERVICES/CONTRACT LABOR	304,114.61	152,533.33	151,581.28	7.84%
POWER PURCHASED	156,224.70	150,333.33	5,891.37	4.03%
PROPERTY/LIABILITY & INJURIES INSURANCE	41,232.75	38,666.67	2,566.08	1.06%
REGULATORY COMMISSION	19,023.84	13,600.00	5,423.84	0.49%
RENEWAL & REPLACEMENT	205,129.87	114,466.67	90,663.20	5.29%
RENT EXPENSE	20,000.00	20,000.00	-	0.52%
TAXES	38,992.38	35,400.00	3,592.38	1.01%
TRANSPORTATION	35,083.49	42,333.33	(7,249.84)	0.90%
UTILITIES	23,839.63	21,266.67	2,572.96	0.61%
WATER PURCHASED	745,872.37	699,880.00	45,992.37	19.23%
TOTAL EXPENSES	3,877,697.05	3,448,872.00	428,825.05	100.00%
NET SURPLUS (DEFICIT)	(55,742.19)	145,128.00	(200,870.19)	

GREATER HARRISON COUNTY PSD - SEWER
Statement of Cash Flows
February 2025

OPERATING ACTIVITIES		
Net Income (Loss)	$	27,004.33
Adjustments to reconcile Net Income to net cash provided by operations:		
Accounts Payable	$	33,843.58
Customer Deposits	$	1,963.88
Payroll Liabilities	$	(1,269.48)
Due (From) To Water Fund	$	72,094.38
Net cash provided by Operating Activities	$	133,636.69
INVESTING ACTIVITIES		
Interest Income	$	-
Fixed Assets	$	(11,950.00)
Net cash provided by Investing Activities	$	(11,950.00)
FINANCING ACTIVITIES		
	$	-
Loan Payment	$	(848.89)
Draw on Bond & Grants	$	3,120,244.06
Net cash provided by Financing Activities	$	3,119,395.17
Net cash increase (decrease) for period	$	3,241,081.86
Cash at beginning of period	$	2,567,471.20
Cash at end of period	**$**	**5,808,553.06**
Unrestricted Cash	$	832,192.04
Restricted Cash		
Construction Account	$	3,107,527.28
Depreciation Reserve	$	678,768.18
Rural Development Reserve	$	-
Bond Commission Sweep	$	74,304.91
ARPA	$	100.00
SB 234	$	138,000.00
Customer Deposits	$	110,397.09
CD-Customer Deposits	$	107,702.99
CD-Depreciation Reserve	$	651,914.18
CD-Rural Development Reserve	$	26,896.25
CD-SB 234	$	80,750.14
Total Restricted Cash	$	4,976,361.02
Total Unrestricted & Restricted Cash	**$**	**5,808,553.06**
	$	-

GREATER HARRISON COUNTY PSD - WATER
Statement of Cash Flows
February 2025

OPERATING ACTIVITIES		
Net Income (Loss)	$	7,898.00
Adjustments to reconcile Net Income to net cash provided by operations:		
Accounts Receivable	$	4,018.88
Accounts Payable	$	(4,094.60)
Customer Deposits	$	901.63
Due (From) To Sewer Fund	$	(72,094.38)
Net cash provided by Operating Activities	$	(63,370.47)
INVESTING ACTIVITIES		
Fixed Assets Projects	$	(9,375.00)
Interest Income	$	-
Net cash provided by Investing Activities	$	(9,375.00)
FINANCING ACTIVITIES		
5.5 Agreement	$	-
Grants/Loans	$	9,375.00
Net cash provided by Financing Activities	$	9,375.00
Net cash increase (decrease)for period	$	(63,370.47)
Cash at beginning of period	$	1,431,895.27
Cash at end of period	**$**	**1,368,524.80**
Unrestricted Cash	$	610,818.54
Restricted Cash		
Depreciation Reserve	$	166,043.76
Bond Commission Sweep	$	26,503.00
Construction	$	33.26
ARPA	$	100.00
SB 234	$	134,400.00
Customer Deposits	$	13,749.42
CD-Customer Deposits	$	64,627.35
CD-Depreciation Reserve	$	271,499.33
CD-SB 234	$	80,750.14
Total Restricted Cash	$	757,706.26
Total Unrestricted & Restricted Cash	**$**	**1,368,524.80**
	$	-