Harrison County Commission Meeting
Wednesday, January 15, 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

NEW BUSINESS – Action Items for Consideration or Approval:

1. **Public Comment Period**
2. **Consent Agenda**
3. **Payroll Change Notices:**
   - **A.** William May – Maintenance – New Hire – Effective January 21, 2025
   - **B.** Jacob Sukanick – Law Enforcement – New Hire – Effective January 27, 2025
   - **C.** Savannah Sadler – Maintenance – New Hire- Effective January 21, 2025
   - **D.** William Malcolm – Maintenance – New Hire- Effective January 27, 2025
   - **E.** Christina Murphy – Assessors to Planning – Transfer – Effective January 25, 2025
4. **Minutes and/ or Amended Minutes of Previous Meetings**
   - **A.** Regular Meeting Minutes for December 11, 2024
   - **B.** Work Session Meeting Minutes for December 18, 2024
   - **C.** Regular Meeting Minutes for December 18, 2024
5. **Requisitions --- Purchase Orders --- Invoices**
   - **A.** ARPA - Enlarged Hepzibah PSD
   - **B.** Vendor List of Payments
6. **Exonerations --- Corrective Tickets --- Joint Property Applications:**
   - **A.** Exonerations
7. **Consideration of Approval of a Project Fund Requisition for the payment of cost associated with the project to be financed from proceeds of the Series 2019 Bonds issued for the Charles Pointe Economic Opportunity Development District, Series 2021 A & B (Development District No. 3 White Oaks Project No. 2) & Series 2008 A (Charles Pointe Project No. 2- North Land Bay Improvements:**
   - **A.** Series 2008A - $560.50
8. **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

9. **Review—Discuss** FOIA information that we requested from the City of Bridgeport
10. **Review—Discuss** Payroll Change notice for Robert G. Matheny from Sheriff Robert G. Matheny II
11. **Review—Discuss—Consider** Budget Revisions
    - **A.** General County
12. **Review—Discuss—Consider** Wolfe Summit Energy
    - **A.** PILOT Agreement
    - **B.** Lease Agreement

(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)

13. **Review—Discuss—Consider** Resolution to Apply for Funds from the West Virginia Department of Agriculture for the West Virginia Spay and Neuter Assistance Program
14. **Administrator's Report**
15. **Commissioner Comments – Questions**

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

- **A. Weekly Fiduciary Report from the County Clerk**
  - **1.** January 1, 2025 through January 7, 2025
- **B. Monthly Fiduciary Commission Settlements:**
- **C. Monthly Minutes/ Financial Information from Various Boards, Committees, and Public Service**
  - **1.** Agenda for Enlarged Hepzibah PSD Board Meeting
  - **2.** Sun Valley PSD Agenda for Board Meeting

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

1. Funding Request --- Clarksburg History Museum (03-27-2024)
2. Robert G. Matheny – Tax Office – New Hire, Chief Deputy Administrator (Paygrade/Step I-1 - $79,543.00) – Effective January 1, 2025 (12-18-2024)

3-A

PAYROLL CHANGE NOTICE

DATE OF CHANGE	EMPLOYEE #	SOCIAL SECURITY NO
1/21/2025		| | |-| | |-| | | | |
NAME: William May		ADDRESS
PHONE	CITY/STATE/ZIP	DEPARTMENT: 434 / SHIFT

THE CHANGE(S):

✓ All Applicable Boxes	FROM	TO
☐ DEPARTMENT		
☐ JOB		
X SHIFT		8-1
☐ RATE		$20.72
☐ ADDRESS/PHONE		
☐ BENEFIT PLAN		
☐ OTHER _____		
☐ OTHER _____		

THE REASON FOR THE CHANGE(S):

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

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

TYPE OF LEAVE _____

☐ OTHER (Explain) Maintenance Level 1

AUTHORIZATION:

EMPLOYEE SIGNATURE	DATE
SUPERVISOR SIGNATURE	DATE
HUMAN RESOURCES MANAGER	DATE 1/8/2025

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3-B

PAYROLL CHANGE NOTICE

DATE OF CHANGE	EMPLOYEE #	SOCIAL SECURITY NO
1/27/2025		| | |-| | |-| | | | |

NAME	ADDRESS
Jacob Sukanick	

PHONE	CITY/STATE/ZIP	DEPARTMENT	SHIFT
		L.E.	

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)** Effective 1/27/2025 Please pay Starting Deputy salary Sheriff's Office Law Enforcement Pay Scale 2024-2025

AUTHORIZATION:

EMPLOYEE SIGNATURE	DATE
SUPERVISOR SIGNATURE Rhod D. Mabry II	DATE 01/08/2025
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

January 6, 2025

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

Dear Commissioners:

Effective January 27, 2025, the Harrison County Sheriff's Office will be hiring Jacob Sukanick. He will be filling the vacant position of Deputy Sheriff. His name was provided by The Harrison County Civil Service Commission for Deputy Sheriffs.

Sincerely,

Robert G. Matheny II
Sheriff

3-C

PAYROLL CHANGE NOTICE

DATE OF CHANGE	EMPLOYEE #	SOCIAL SECURITY NO
01/21/2025		| | |-| | |-| | | | |
NAME Savannah Sadler		ADDRESS
PHONE	CITY/STATE/ZIP	DEPARTMENT 434 / SHIFT

THE CHANGE(S):

✓ All Applicable Boxes	FROM	TO
☐ DEPARTMENT		
☐ JOB		
☐ SHIFT		
X RATE		3-1 $16.41
☐ ADDRESS/PHONE		
☐ BENEFIT PLAN		
☐ OTHER _____		
☐ OTHER _____		

THE REASON FOR THE CHANGE(S):

- X 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) _____

AUTHORIZATION:

EMPLOYEE SIGNATURE	DATE
SUPERVISOR SIGNATURE	DATE
HUMAN RESOURCES MANAGER Laura Potter	DATE 1/10/2025

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3-D

PAYROLL CHANGE NOTICE

DATE OF CHANGE	EMPLOYEE #	SOCIAL SECURITY NO
1/27/2025		| | |-| | |-| | | |
NAME: William Malcolm		ADDRESS
PHONE	CITY/STATE/ZIP	DEPARTMENT: 434 / SHIFT

THE CHANGE(S):

✓ All Applicable Boxes	FROM	TO
☐ DEPARTMENT		
☐ JOB		
☐ SHIFT		
X RATE		7-1 19.86
☐ ADDRESS/PHONE		
☐ BENEFIT PLAN		
☐ OTHER _____		
☐ OTHER _____		

THE REASON FOR THE CHANGE(S):

X

- ☐ 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
HUMAN RESOURCES MANAGER	DATE 01/16/2025

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3-E

PAYROLL CHANGE NOTICE

DATE OF CHANGE	EMPLOYEE #	SOCIAL SECURITY NO
1/25/2025		| | |-| | |-| | | | |
NAME Christina Murphy	ADDRESS	
PHONE	CITY/STATE/ZIP	DEPARTMENT 439 / SHIFT

THE CHANGE(S):

✓ All Applicable Boxes	FROM	TO
X DEPARTMENT	406	439
☐ JOB		
☐ SHIFT		
☐ RATE		
☐ ADDRESS/PHONE		
☐ BENEFIT PLAN		
☐ OTHER _____		
☐ OTHER _____		

THE REASON FOR THE CHANGE(S):

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

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

TYPE OF LEAVE _____

X OTHER (Explain) 20000 of Salary come from 409
Balance 439

AUTHORIZATION:

EMPLOYEE SIGNATURE	DATE
SUPERVISOR SIGNATURE	DATE 01/01/2025
HUMAN RESOURCES MANAGER	DATE 01/09/2025

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At the regular meeting of the County Commission of Harrison County held on Wednesday December 11, 2024, Commissioners Susan Thomas, David Hinkle and Patsy Trecost II were present. Also present were Micah Fisher, Deputy County Clerk and Trey Simmerman, County Attorney. Laura Pysz-Laulis, County Administrator, was present via ZOOM. Commissioner Thomas opened the meeting and Commissioner Trecost said a prayer and led those present in the Pledge of Allegiance to the flag.

1. **Public Comment Period:** NONE
2. **Consent Agenda:** Trecost moved to approve. Commission concurred.
3. **Payroll Change Notices:** Trecost moved to approve A. Commission concurred.
    - **A.** Tami Henline – County Commission – Discharge – Effective December 6, 2024
4. **Minutes and/ or Amended Minutes of Previous Meetings:** Hinkle moved to approve A through D as presented. Commission concurred.
    - **A.** Special Opioid Meeting Minutes for October 24, 2024
    - **B.** Regular Meeting Minutes for November 13, 2024
    - **C.** Regular Meeting Minutes for November 20, 2024
    - **D.** Regular Meeting Minutes for December 4, 2024
5. **Requisitions --- Purchase Orders --- Invoices:** Trecost moved to approve A through C. Commission concurred.
    - A. Sun Valley ARPA #5 - $62,431.98
    - B. EHPSD ARPA - $48,071.55
    - **C.** Vendor List of Payments
6. **Exonerations --- Corrective Tickets --- Joint Property Applications:** Trecost moved to approve A. Commission concurred.
    - **A.** Exonerations – See Exhibit A
7. **Consideration of Approval of a Project Fund Requisition for the payment of cost associated with the project to be financed from proceeds of the Series 2019 Bonds issued for the Charles Pointe Economic Opportunity Development District, Series 2021 A & B (Development District No. 3 White Oaks Project No. 2) & Series 2008 A (Charles Pointe Project No. 2- North Land Bay Improvements:** Trecost moved to approve A through C. Commission concurred.
    - A. Series 2008A - $3,357.83
    - B. Series 2019 A&B - $8,888.50
    - C. Series 2021 B - $449,382.00
8. **Review—Discuss—Consider** MOU agreeing to obligate ARPA funds previously designated as Revenue Replacement. New Federal guidance requires all Revenue

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Replacement funds to be obligated to a specific project or use by December 31, 2024. A legal agreement must exist showing such obligations. The Harrison County Commission previously allotted $983,690 to Revenue Replacement and of that amount, $800,000 was specifically designated to be used for the "North Rail Trail/North Bend Connector Project (2-22-2022 Commission meeting). The remaining $183,690 was not officially designated, but potential uses discussed were the construction of the Animal Control Facility, or the Agriculture Barn. Obligations must be in specific amounts for each project. Regardless of the use, all funds must be spent by December 31, 2026. Hinkle moved to allocate $100,000.00 to animal control and $83,690.00 to the agriculture barn. There was discussion of the MOU and where funds are going to be used. Hinkle moved to retract his original motion. Commission concurred. Hinkle moved to allocate $183,690.00 to the Animal Control building and affix proper signatures. Commission concurred.

9. **Review—Discuss—Consider** Merger of Lake Floyd PSD into Sun Valley PSD
    - **A.** Accept resignation letters from Lake Floyd board members
    - **B.** Appoint Sun Valley board members as interim Board for Lake Floyd during merger process
    - **C.** Review and Approve the attached draft Order Proposing the Merger
    - **D.** Setting a date for a Public Hearing(s) – must be 20 days out from the Order

David Glover, Attorney representing Sun Valley PSD and Lake Floyd PSD. Mr. Glover gave an overview of the merger of the PSDs and the resignation of the Board members. Trecost moved to approve A through D. Commissioner Trecost voted in favor. Commissioner Thomas and Commissioner Hinkle voted against. Motion failed. Hinkle moved to approve item A and accept the resignations of the Board Members effective upon the PSC approval of the merger, Item C, approve the order proposing the merger and Item D, set a hearing date of January 2, 2025 at 10:10 am. Commission concurred.

10. **Review—Discuss—Consider** Access and Remediation Letter Agreement for: Laura Pysz-Laulis advised there is a correction regarding this agenda item. Ms. Pysz-Laulis advised that Megan Wilson is the Vine Street property and Robert Cork is the Chub Run property. Charlotte Shaffer, Director of Planning, advised that the property owners are in agreeance with the agreement. Hinkle moved to approve the access and remediation letter agreement. Commission concurred.
    - **A.** Megan Wilson – Chub Run Road
    - **B.** Robert Cork – Vine Street
11. **Review—Discuss-- Consider** Temporary Easement Agreement between Harrison County Commission and Hope Gas: Trey Simmerman gave an overview of the agreement and recommends approval. Mr. Simmerman advised that the property is located near Hite Field. Hinkle moved to approve the temporary easement agreement between the Commission and Hope Gas. Commission concurred.
12. **Review—Discuss—Consider** Releasing two active Deeds of Trust for Orpha Webster property: Trey Simmerman explained what has taken place to date. Hinkle moved to release the two active Deeds of Trust on the Orpha Webster property and have the owner draft a release for the Commission to file and record. Commission concurred.

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13. **Review—Discuss—Consider** Request to Travel for Pegi Bailey from OEM to go to 2025 Planning Summit at Stonewall Resort on January 29th and 30th: Trecost moved to approve. Commission concurred.
14. **Administrator's Report:** Laura Pysz-Laulis advised of a power outage at the Courthouse. Ms. Pysz-Laulis stated that all of the offices are doing a great job getting ready for the decorating contest that will be judged on December 20th.
15. **Commissioner Comments – Questions:** NONE

    Trecost moved to adjourn. Commission concurred.

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

_____ _____

Susan Thomas, President Date

DRAFT

4-B

At the special meeting of the County Commission of Harrison County held on Wednesday December 18, 2024, Commissioners Susan Thomas and David Hinkle were present. Commissioner Patsy Trecost II was absent. Also present were John Spires, County Clerk, Laura Pysz-Laulis, County Administrator and Trey Simmerman, County Attorney. Commissioner Thomas opened the meeting.

1. **Review—Discuss** Wolf Summit power plant project status and related proposals from Wolf Summit and status of negotiations (Potential Executive Session Pursuant to 6-9A-4(b)(9) to Consider Matters Involving or Affecting the Purchase, Sale or Lease of Property, Advance Construction Planning, the investment of Public Funds or Other Matters involving Commercial Competition, which if Made Public, Might Adversely Affect the Financial or Other Interest of the County): Commissioner Thomas spoke of progress from last meeting. Trey Simmerman spoke of potential additions and changes. Commissioner Hinkle moved to enter into executive session pursuant to 6-9A-4(b)(9). Commission concurred.
   GE representative's lawyer, Trey Simmerman, Laura Pysz-Laulis, Commissioner Susan Thomas and Commissioner Hinkle were present for executive session.
   Commissioner Hinkle moved to exit executive session and enter into regular session. Commission concurred.
2. **Review—Discuss** payroll change notice/hiring process, generally, related to, among others, elected officials and staff role(s) and review and discussion of payroll change notices related to Robert G. Matheny and Joe Carbacio (potential execution session to consider matters arising from the appointment, employment, retirement, promotion, transfer, demotion, disciplining, resignation, discharge, dismissal or compensation of a public officer or employee, or prospective public officer or employee): Hinkle moved to enter into executive session pursuant to 6-9A-4(b)(9). Commission concurred. Commissioner Hinkle, Commissioner Thomas and Trey Simmerman were present during executive session. Laura Pysz-Laulis was not present in the executive session. Hinkle moved to exit executive session and enter into regular session. Commission concurred.

   Hinkle moved to adjourn the work session. Commission concurred.

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

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_____ _____

Susan Thomas, President Date

DRAFT

At the regular meeting of the County Commission of Harrison County held on Wednesday December 18, 2024, Commissioners Susan Thomas, David Hinkle and Patsy Trecost II were present. Also present were John Spires, County Clerk, Laura Pysz-Laulis, County Administrator, and Trey Simmerman, County Attorney. Commissioner Thomas opened the meeting and Commissioner Trecost said a prayer and led those present in the Pledge of Allegiance to the flag.

1. **Public Comment Period:** NONE
2. **Consent Agenda:** Trecost moved to approve. Commission concurred.
3. **Payroll Change Notices:** Hinkle moved to approve A, B, C, D, E and G, and table F. Commission concurred.
    - **A.** Kimberly Matvich – Assessor – New Hire – Effective December 19, 2024
    - **B.** Orville L. Lake – 911 – Resignation – Effective December 12, 2024
    - **C.** Hazel Rader – County Clerk – New Hire – Effective January 6, 2025
    - **D.** Brandy Salinetro – County Commission – New Hire, Administrative Assistant – Effective January 6, 2025
    - **E.** Allen Ferree – Assessor – Retirement – Effective December 31, 2024
    - **F.** Joseph Carbacio – Law Enforcement – Resignation – Effective December 31, 2024
    - **G.** Robert G. Matheny – Tax Office – New Hire, Chief Deputy Administrator – Effective January 1, 2025
4. **Minutes and/ or Amended Minutes of Previous Meetings (NONE)**
5. **Requisitions --- Purchase Orders --- Invoices:** Hinkle moved to approve A. Commission concurred.
    - **A.** Vendor List of Payments
6. **Exonerations --- Corrective Tickets --- Joint Property Applications: (NONE)**
7. **Consideration of Approval of a Project Fund Requisition for the payment of cost associated with the project to be financed from proceeds of the Series 2019 Bonds issued for the Charles Pointe Economic Opportunity Development District, Series 2021 A & B (Development District No. 3 White Oaks Project No. 2) & Series 2008 A (Charles Pointe Project No. 2- North Land Bay Improvements:**
    A. Series 2008A - $4,630.00
    B. Series 2008A #2 - $434.50
    C. Series 2016A - $1,697.87
    D. Series 2021A&B - $1,297.50
    E. Series 2019 A&B - $3,832.50

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F. Series 2019 C - $7,595,091.07

Hinkle moved to approve A, B, C, D, E and F. Commission concurred.

8. **Review—Discuss—Consider** the following items in relation to Wolfe Summit
   - **A.** Wolfe Summit Energy Site Option
   - **B.** Wolfe Summit Energy Lease Agreement
   - **C.** Wolfe Summit Energy PILOT Agreement

   (Potential Executive Session Pursuant to 6-9A-4(b)(9) to Consider Matters Involving or Affecting the Purchase, Sale or Lease of Property, Advance Construction Planning, the investment of Public Funds or Other Matters Involving Commercial Competition, which if Made Public, Might Adversely Affect the Financial or Other Interest of The County): Hinkle moved to approve A and table B and C until January 15th, affix signature to A. Commission concurred.
9. **Review—Discuss** Update from Harrison County Economic Development Corporation: Amy Wilson spoke of continued progress of economic development, meeting and RFI request for information and housing development.
10. **Review—Discuss—Consider** Update from Town of Lumberport on water and sewer: Ryan Holcomb and Lexie Mayfield were present. Lexie Mayfield, Mayor for the Town of Lumberport, spoke of cooperation from neighboring cities, water and sewer project and office turnover. Ms. Mayfield advised that Pase I is nearly complete. She gave an overview of Phase II plans and thanked the Commission for the continued support. Ryan Holcomb spoke of pending maintenance agreement with Nutter Fort. Commissioner Hinkle asked about water loss and Ms. Mayfield advised that it is fifty percent loss, two million gallons. Trey Simmerman suggested the Town of Lumberport contact the PSC for leak assistance ect.
11. **Review—Discuss—Consider** General Order to Show Cause against Delinquent or Unprogressed Estates: Hinkle moved to approve general order and affix signatures. Commission concurred.
12. **Review—Discuss** Update from County Administrator about power outage at the Courthouse/Annex on December 11, 2024 and Status of Repairs: Laura Pysz-Laulis spoke of burnt up motor in roof chiller that caused the outage at the Courthouse. Ms. Pysz-Laulis advised of the security assessment, January continued meeting and the HVAC update.
13. **Administrator's Report:** Combined with item twelve.
14. **Commissioner Comments – Questions:** NONE

    Trecost moved to adjourn. Commission concurred.

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

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_____ _____

Susan Thomas, President Date

DRAFT

5-A

Enlarged Hepzibah PSD - Sewer
ARPA Funds Allocation
Pay Application #4

	Lake Floyd PSD	Sun Valley PSD	Enlarged Hepzibah PSD		Total
Original Allocation	$ 1,385,000.00	$ 615,000.00	$ 500,000.00		$ 2,500,000.00
Uses:					
IIIA Project		$ (409,649.00)			$ (409,649.00)
IIIB Project		$ (110,000.00)			$ (110,000.00)
Project Disbursements	$ (1,168,152.00)		$ (170,825.00)		$ (1,338,977.00)
Pay App 1			$ (76,727.20)		$ (76,727.20)
Pay App 2			$ (248,723.43)		$ (248,723.43)
Transferred To EHPSD	$ (216,848.00)	$ (95,351.00)	$ 312,199.00		$ -
Allocated to EHPSD	$ -	$ -	$ **315,923.37**		$ **315,923.37**
Pay Application #3					$ **(48,071.55)**

Pay Application #4

Vendor	Description	Invoice #		Amount
Precision Pump & Valve	Spelter Lift Station	141856	$	915.00
Precision Pump & Valve	Aerator Work	142745	$	397.00
Precision Pump & Valve	Aerator Work	142746	$	795.00
Posey Electrical	Clarifier Work Erie Plant	99-4910	$	5,731.23
Mid State Chevrolet	2025 Chevrolet Colorado	161724	$	39,042.50

Pay Application #4 Total	**46,880.73**
Remaining Funds	220,971.09

Kevin C. Short
General Manager 1/6/2025

5-B

Date of Meeting	January 15, 2025	Invoice - Quote							
Department Name	Vendor Name	Description Note	General County Fund	E-911	Vital Services Levy Fund	Community Corrections	Community Improvement Fund		
911 Center	City of Bridgeport	Water and Sewer		$274.89					
911 Center	RD Wilson	Janitorial Supplies			$121.67				
911 Center	Waste Mgmt	Dumpster			$197.51				
911 Center	Unifirst	Carpet runners			$99.50				
911 Center	WV Division of Labor - Safety Section	Certificate of Operation for Elevator			$90.00				
911 Center	Leedy Elevator	Annual Inspection			$250.00				
911 Center	Frontier	Phone Services		$3,052.74					
911 Center	Emcor Services	Service Agreements for Tower		$6,067.50					
911 Center	PA Turnpike	Toll Charge		$17.00					
911 Center	State Electric	Replacement lights			$308.64				
911 Center	APCO International	Certifications		$105.00					
911 Center	Hope Gas	911 Center		$837.70					
911 Center	Frontier	Grafton Tower Svcs		$802.57					
911 Center	Mon Power	Grafton Tower Svcs							$422.42
Animal Control	SNIP WV	Spay and Neuter services (paid from grant)			$601.50				
Animal Control	ACE Aggregates	Gravel			$271.89				
Animal Control	Tractor Supply	Supplies			$198.69				
Animal Control	City of Shinnston	Water			$50.49				
Animal Control	Emcor	HVAC Maint			$371.67				
Assessor	Visual Edge	HP Ink	$824.97						
Commission	Fleetcor (Fuelman)	Fuel Purchases (Dec 2024)	$16,012.06						
Commission	Unifirst	Mats/Rugs	$105.08						
Commission	Clarksburg Water Board	Water	$2,248.27						
Commission	Texas Check LLC	Background Check	$53.50						
Commission	FedEx	Postage	$29.96						
Commission	HCEDC	Jan-March 2025							$11,000.00
Commission	ACE Aggregates	Gravel for North Trail	$268.28						
Commission	CityNet	Internet Bill for 4 months	$50,252.67						
Commission	Unifirst	Mats/Rugs	$71.59						
Commission	Waste Mgmt	Trash/Dumpster	$946.04						
Commission	Visual Edge IT	Black Toner	$395.98						
Commission	Toshiba Financial	Copier Rental	$92.16						
Commission	Software Systems Inc	Level 2 & 3 Maint	$1,950.20						
Commission	Hope Gas	GSB	$4,752.12						
Commission	Emcor	Storage Garage	$371.66						
Commission	Mon Power	Public Safety Bldg	$1,129.93						
Commission	MVB Bank	609 West Main Street Property	$6,222.12						
Commission	West Union Bank	Cruiser Payment	$117,769.35						
Commission	Harrison County Bank	Airport Property	$34,405.48						
County Clerk	U-Line	Mini Printer Labels	$220.00						
Courthouse Security	Skasiks Cleaners				$345.20				

Date of Meeting	January 15, 2025	Invoice - Quote							
Department Name	Vendor Name	Description Note	General County Fund	E-911	Vital Services Levy Fund	Community Corrections	Community Improvement Fund	ARPA Fund	Other as Needed
Health Department	Harrison-Clarksburg Health Dept.	3rd Quarter Allotment			$48,499.00				
Home Confinement	Axon Enterprise, Inc	Body Cameras and Tasers				$2,393.61			
Law Enforcement	Axon Enterprise	Body cameras & Tasers	$43,710.09						
Law Enforcement	Galls	Fingerprint kits & Holsters	$612.55						
Law Enforcement	Trapuzzano's	Shirts, Jackets, Belts	$1,276.59						
Law Enforcement	Skasiks Cleaners	Dry Cleaning	$474.65						
Law Enforcement	Truist	Purchase from George L. Wilson - Supplies for door repair							$2,268.00
Law Enforcement	Truist	various supplies	$1,868.89						
Law Enforcement	Detectachem	Drug Test Kits	$376.74						
Parks & Rec.	Clarksburg Water Board	Water			$420.10				
Parks & Rec.	Mon Power	Quiet Dell School and Barracks			$133.27				
Process	Axon Enterprise	Body cameras & Tasers	$3,191.52						
Regional Jail	WV Regional Jail	December 2024 Inmate Housing							
Senior Center	Emcor	HVAC Maint.			$371.67				
Special Projects	Enlarged Hepzibah PSD	ARPA Draw #4 (Project #2)						$46,880.73	
			$289,632.45	$11,157.40	$52,330.80	$2,393.61	$0.00	$46,880.73	$13,690.42
					Grand Total :	$416,085.41			

_____

COMMISSIONER'S SIGNATURE

_____

COMMISSIONER'S SIGNATURE

Date of Meeting	January 15, 2025	Invoice - Quote							
Department	Vendor	Description	General County	E-911	Vital	Community	Community	ARPA	Other as
Name	Name	Note	Fund		Services Levy Fund	Corrections	Improvement Fund	Fund	Needed

COMMISSIONER'S SIGNATURE

Exhibit A Exonerations	Amount	
PP-701 REED GARY ALLEN	$	396.43
PP-702 REED GARY ALLEN	$	908.21
PP-703 PADGETT TYLER S & ALLISON M (ASH)	$	-
PP- 704 SIRIANNI SAMUEL M	$	147.76
PP-705 SIMMONS DONALD E & MARTHA E	$	42.60
PP-706 SIMMONS DONALD E & MARTHA E	$	36.13
TOTAL:	$	1,531.13

PP 701

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 15th day of January, 2025 issued the following order, which was made and entered, to-wit:

Upon application of RTORCHIA for **REED GARY ALLEN** whose address is, 1 FREEDOMS WAY CLARKSBURG, WV 26301, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **35115** on **2016 Chev Colorado**, Class **3/4** in **SIMPSON-BRIDGEPORT**, Harrison County, West Virginia, which should have been assessed at **22095**, Class **3/4** in and for the year **2023**, resulting in a difference in assessed value of **13020**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, in and for the year **2023**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

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

The above mentioned taxpayer in error reported the 2016 Chev Colorado. Exonerate a value of 35115 at a class 4 rate of levy to correct the overcharge.

District: **16 - SIMPSON-BRIDGEPORT**
Account No. **1319004**
Ticket No. **624011**
Tax Year **2023**
Parcel ID:

Amount Exonerated: $396.43

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

ATTEST: County Clerk

ASSESSOR

EXONERATIONS

PP 702

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 15th day of January, 2025 issued the following order, which was made and entered, to-wit:

Upon application of RTORCHIA for **REED GARY ALLEN** whose address is, 1 FREEDOMS WAY CLARKSBURG, WV 26301, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **30165** on **2016 CHEV & 2021 CHEV**, Class **3/4** in **SIMPSON-BRIDGEPORT**, 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 **30165**. 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 2016 Chev Colorado & 2021 Chev Camaro. Exonerate a value of 30165 at a class 4 rate of levy to correct the overcharge. Please remove the from the 16 Chev Colo (11670) & 21 Chev Cama (18495) vehicle description.

District: **16 - SIMPSON-BRIDGEPORT**
Account No. **1319004**
Ticket No. **1319004**
Tax Year **2024**
Parcel ID:

Amount Exonerated: $908.21

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

ATTEST: County Clerk

ASSESSOR

EXONERATIONS

PP703

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 15th day of January, 2025 issued the following order, which was made and entered, to-wit:

Upon application of RTORCHIA for **PADGETT TYLER S & ALLISON M (ASH)** whose address is, 81 PARADISE LN WEST MILFORD, WV 26451, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **20070** on **2022 Subaru & 2007 Ford** , Class **3/4** in , 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 **20070**. 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 2022 Subaru & 2007 Ford. Exonerate a value of 20070 at a class 4 rate of levy to correct the overcharge. Cancel this ticket and mark improper for the tax year. Supplement writting for Allison on this account, Tyler assessed on #3089724.

District: **21 -**
Account No. **3078600**
Ticket No. **3078600**
Tax Year **2024**
Parcel ID:

Amount Exonerated: $0

PRESENT: Prosecuting Attorney
(or)

PRESENT: Tax Commissioner

ATTEST: County Clerk

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

ASSESSOR

pp 704

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 15th day of January, 2025 issued the following order, which was made and entered, to-wit:

Upon application of RTORCHIA for **SIRIANNI SAMUEL M** whose address is, 1186 PETERS RUN RD LUMBERPORT, WV 26386, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **40257** on **1982 HARLEY DAV & 1995 HARLEY DAV**, Class **3/4** in **EAGLE-OUTSIDE**, Harrison County, West Virginia, which should have been assessed at **33816**, Class **3/4** in and for the year **2024**, resulting in a difference in assessed value of **6441**. 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 1982 Harley & 1995 Harley. Exonerate a value 6441of at a class 3 rate of levy to correct the overcharge. Please remove the 82 HARL FLT (4455) & 95 HARL FXDS (1986) from the vehicle description.

District: **09 - EAGLE-OUTSIDE**
Account No. **2421864**
Ticket No. **414268**
Tax Year **2024**
Parcel ID:

Amount Exonerated: $147.76

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

ATTEST: County Clerk

ASSESSOR

PP705

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 15th day of January, 2025 issued the following order, which was made and entered, to-wit:

Upon application of RTORCHIA for **SIMMONS DONALD E & MARTHA E** whose address is, 30 SIMMONS LN LUMBERPORT, WV 26386, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **13515** on **2004 CHEVY SILVERADO**, Class **3/4** in **EAGLE-OUTSIDE**, Harrison County, West Virginia, which should have been assessed at **11685**, Class **3/4** in and for the year **2023**, resulting in a difference in assessed value of **1830**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, in and for the year **2023**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

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

The above mentioned taxpayer in error reported the 2004 Chevy Silverado. Exonerate a value 1830 of at a class 3 rate of levy to correct the overcharge. Please remove the 04 Chev Silv (1830) from the vehicle description.

District: **09 - EAGLE-OUTSIDE**
Account No. **1145549**
Ticket No. **614231**
Tax Year **2023**
Parcel ID:

Amount Exonerated: $42.60

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ATTEST: County Clerk

ORDER ENTERED TO STATE AUDITOR

ASSESSOR

PP 706

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 15th day of January, 2025 issued the following order, which was made and entered, to-wit:

Upon application of RTORCHIA for **SIMMONS DONALD E & MARTHA E** whose address is, 30 SIMMONS LN LUMBERPORT, WV 26386, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **11595** on **2004 CHEVY SILVERADO**, Class **3/4** in **EAGLE-OUTSIDE**, Harrison County, West Virginia, which should have been assessed at **10020**, Class **3/4** in and for the year **2024**, resulting in a difference in assessed value of **1575**. 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 Chevy Silverado. Exonerate a value of 1575 at a class 3 rate of levy to correct the overcharge. Please remove the 04 Chev Silv (1575) from the vehicle description.

District: **09 - EAGLE-OUTSIDE**
Account No. **1145549**
Ticket No. **414262**
Tax Year **2024**
Parcel ID:

Amount Exonerated: $36.13

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. (01/15/25)

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 **$560.50**

5. The total amount requested to be disbursed from the Series A Administrative Expense Fund pursuant to this Requisition is **$560.50** 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) **$560.50** 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 **15th day of January, 2025.**

THE COUNTY COMMISSION OF
HARRISON COUNTY

By: _____
Commissioner

Schedule I
to Requisition

Copies of Invoices or Statements
(Attached)

Jackson & Kelly, PLLC	Invoice #1227757	Dated: 01/09/25	$560.50
		Total	**$560.50**

JACKSONKELLY PLLC
Attorneys at Law
P.O. BOX 45705
BALTIMORE, MD 21297-5705
TELEPHONE 304-340-1000 FAX 304-340-1130
EMPLOYER I.D. NO. 550394215

January 9, 2025
Invoice No. 1227757

34382
Charles Pointe Community Enhancement District

For Legal Services Rendered through December 31, 2024.

Matter 301
TIF Bond Assessments

Date	Timekeeper	Description	Hours	Amount
12/05/24	M. Imbrogno	Preparing and circulating board packet for December meeting.	0.40	118.00
12/06/24	M. Imbrogno	Attending December board meeting.	0.30	88.50
12/10/24	M. Imbrogno	Preparing and circulating draft December meeting minutes.	0.50	147.50
12/11/24	M. Imbrogno	Corresponding with board members regarding status of draft December meeting minutes.	0.20	59.00
12/12/24	M. Imbrogno	Corresponding regarding December meeting minutes and execution of same.	0.20	59.00
12/13/24	M. Imbrogno	Corresponding with board member regarding status of December board meeting minutes.	0.10	29.50
12/19/24	M. Imbrogno	Corresponding regarding status of execution of December board meeting minutes.	0.10	29.50
12/20/24	M. Imbrogno	Corresponding with board member regarding status of execution of December meeting minutes.	0.10	29.50
		Total Hours	1.90	
		Services		$560.50
		Total This Matter		$560.50

cc: Laura Pysz
lpysz@harrisoncountywv.gov

PAYMENT DUE February 8, 2025

10

Mackenzie Simmons

From: Laura Pysz
Sent: Wednesday, January 8, 2025 2:31 PM
To: Mackenzie Simmons
Subject: FW: Omitted agenda item_payroll change notice
Attachments: Agenda item_009884.pdf

From: Robert Matheny II <RGMatheny2@harrisoncountywv.com>
Sent: Wednesday, January 8, 2025 9:01:21 AM
To: Susan Thomas <sthomas@harrisoncountywv.com>
Cc: Patsy Trecost II <ptrecost2@harrisoncountywv.com>; David Hinkle <dhinkle@harrisoncountywv.com>; jmiller@wvnews.com <jmiller@wvnews.com>
Subject: Omitted agenda item_payroll change notice

Dear Madam President,

I submitted payroll change notices last week to be added to the commission agenda for official action during open governmental proceedings. They included one but omitted the one that I have attached within this email. Please include the omitted payroll change notice and supporting documents to the agenda so the public has freedom to access this information.

Thank you!



ROBER

County Sh

304-624

rgmath

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https://

ywv.cor

HARRISON COUNTY
SHERIFF AND TREASURER

ROBERT G. MATHENY

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

January 2, 2025

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

Dear Commissioners:

I am requesting the advice and consent on the appointment of Robert G. Matheny, effective January 8, 2025 to fill the vacant position of Chief Deputy/Administrator. Mr. Matheny meets all the qualifications required for this position. Please see supporting documentations.

#1- Correspondence between Heather Burnside and myself and the same email with correspondence between Prosecuting Attorney Rachel Romano and myself recommending applicant Robert G. Matheny to be appointed this vacant position. As well as inserting the hiring boards conclusion that the hiring of this applicant is authorized by the WV Ethics Commission as per the request by motion and favorable vote on item #10 of the Harrison County Commission meeting on December 4, 2024.

#2- Correspondence between Robert G. Matheny and John Roush, Esq, Interim General Counsel, WV Ethics Commission requesting advice if he could accept the position if offered.

#3- Correspondence between Interim General Counsel John Roush, Esq. that an appropriate structure has been set up and that the previous opinion 2021-20 would apply to this hire.

#4-Title 158 Legislative Rule WV Ethics Commission Series 6.

#5- 13.28 of the Harrison County Sheriff's Office Policy and Procedures.

Thank you for your attention to this matter.

Sincerely,

Robert G. Matheny II

PAYROLL CHANGE NOTICE

DATE OF CHANGE	EMPLOYEE #	SOCIAL SECURITY NO
1/8/2025		- -

NAME	ADDRESS
Robert G. Matheny	

PHONE	CITY/STATE/ZIP	DEPARTMENT	SHIFT
		Tax Office	

THE CHANGE(S):

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

THE REASON FOR THE CHANGE(S):

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

TYPE OF LEAVE _____

☐ OTHER (Explain) Effective 1/8/2025 Paygrade/Step I-1

AUTHORIZATION:

EMPLOYEE SIGNATURE	DATE
SUPERVISOR SIGNATURE	DATE
R G. Matheny II	1/2/25
HUMAN RESOURCES MANAGER	DATE

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

Heather Burnside

From: Robert Matheny <rgmatheny@outlook.com>
Sent: Tuesday, December 10, 2024 3:20 PM
To: Heather Burnside
Subject: Fwd: HCSO Chief Deputy Position - Hiring Board Recommendation

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.

Hi Heather,

Per the independent third parties recommendation, complete the proper paperwork and submit to Joni for signature. Thank you!

Robert Matheny
(304)[redacted]

Begin forwarded message:

From: Rachel Romano <rromano@harrisoncountywv.gov>
Date: December 10, 2024 at 3:13:38 PM EST
To: RGII <rgmatheny@outlook.com>
Cc: ppalmer@monongaliasheriff.gov, dsheriffjimriff@gmail.com, jason.snider@k12.wv.us, Gary Hamrick <ghamrick@harrisoncountywv.com>
Subject: HCSO Chief Deputy Position - Hiring Board Recommendation

Chief Matheny,
On December 6, 2024 the Hiring Board met and conducted interviews with the two individuals who applied for the advertised position of Harrison County Chief Deputy . After interviewing both applicants and reviewing their resumes, work history, qualifications and taking into consideration the WV Ethics Commission Advisory Opinion 2021-20 and recent email correspondence between Applicant Matheny and the WV Ethics Commission's Interim General Counsel dated December 4 and 5, 2024 reaffirming Advisory Opinion 2021-20, it is the Hiring Board's recommendation that Robert Matheny be hired as Chief Deputy.

Should you have any questions or concerns please don't hesitate to reach out to any one of the Board members:
Harrison County Day Report Director Gary Hamrick
Marion County Sheriff Jim Riffle
Monongalia County Sheriff Perry Palmer
Harrison County Board of Education Safety Director Jason Snider
myself

On behalf of the Hiring Board,

Rachel Romano

Robert G. Matheny

From: Robert G. Matheny
Sent: Wednesday, December 4, 2024 10:01 AM
To: john.e.roush@wv.gov
Subject: Robert Matheny

Good morning John,

It was very nice to speak to you today.

I wanted to reduce our conversation to writing so that I could provide a better synopsis of the situation regarding potential employment with the sheriff's office.
The situation is that I am the current Sheriff and a vacancy exists within the agency on the command staff of the sheriff. The command staff consists of six similarly situated Chiefs/Commanders (One is a volunteer position). My term as Sheriff expires on December 31, 2024 and the incoming Sheriff will take office on January 1, 2025. The position was advertised and I made application. The incoming Sheriff is my son, whom I have no financial responsibilities for or financial relationship with and whom I do not reside with. Once my son became the sheriff elect, I made him aware of my intentions to apply for the vacant position of Chief Deputy/Administrator for the sheriff's office. In a brief meeting with the prosecutor, she agreed to lead a selection team and maintain a five person committee to act as an independent third party for supervision to the extent possible over this position should I be the candidate selected for the job. The position was advertised in the local newspaper and other than submitting a résumé, myself nor my son has had any involvement in the process. My question is; should I be selected for this position, would it meet the standards of the Ethics Commission for me to accept it.

Thank you!

Robert Matheny

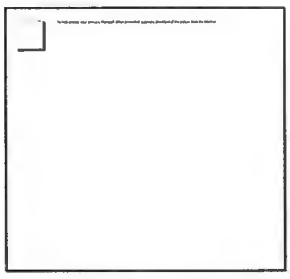
Robert G. Matheny

From: Roush, John E <john.e.roush@wv.gov>
Sent: Thursday, December 5, 2024 4:12 PM
To: Robert G. Matheny
Subject: Re: Robert Matheny

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.

Dear Sheriff Matheny,
I looked up the Advisory Opinion you mentioned in our conversation. Here is the link to it: Advisory Opinion 2021-20. It looks like the one you described asking for when your son was a candidate for a position in the department and you were sheriff. Like you, I can't see any reason why it would not apply to you and your application for a position in the department when your term ends and your son's term begins. The regulations governing nepotism were renewed in 2022, but the parts applicable to your situation did not change. Same conditions for hiring and supervision need to be applied, of course. (It appears like an appropriate structure has been set up already.)
Have a good day!

John Everett Roush, Esq.
Interim General Counsel
WV Ethics Commission
210 Brooks Street, Suite 300
Charleston, WV 25301
(304) 558-0664



Our next virtual training on the Ethics and Open Meetings Acts will be held on January 30, 2025 at noon. The training is open to all, and one hour of CLE credit is available. Please feel free to attend and invite public servants in your agency. Individual training sessions may be available for large groups. Email for an invite.

This electronic message transmission contains information from the West Virginia Ethics Commission that may be confidential or privileged. The information is intended for the use of the individual or entity named above. If you are not the intended recipient, be aware that any disclosure, copying,

WEST VIRGINIA SECRETARY OF STATE

MAC WARNER

ADMINISTRATIVE LAW DIVISION

eFILED

3/31/2022 12:09:03 PM

Office of West Virginia
Secretary Of State

NOTICE OF FINAL FILING AND ADOPTION OF A LEGISLATIVE RULE AUTHORIZED BY THE WEST VIRGINIA LEGISLATURE

AGENCY: Ethics Commission TITLE-SERIES: 158-06

RULE TYPE: Legislative Amendment to Existing Rule: Yes Repeal of existing rule: No

RULE NAME: Use of Office for Private Gain, Including Nepotism

CITE STATUTORY AUTHORITY: W. Va. Code § 6B-2-5(b) and W. Va. Code § 6B-2-2(a)

The above rule has been authorized by the West Virginia Legislature.

Authorization is cited in (house or senate bill number) HB 4114

Section 64-2-1 Passed On 2/18/2022 12:00:00 AM

This rule is filed with the Secretary of State. This rule becomes effective on the following date:

May 15, 2022

This rule shall terminate and have no further force or effect from the following date:

August 01, 2027

BY CHOOSING 'YES', I ATTEST THAT THE PREVIOUS STATEMENT IS TRUE AND CORRECT.

Yes

Theresa M Kirk -- By my signature, I certify that I am the person authorized to file legislative rules, in accordance with West Virginia Code §29A-3-11 and §39A-3-2.

TITLE 158
LEGISLATIVE RULE
WEST VIRGINIA ETHICS COMMISSION

SERIES 6
USE OF OFFICE FOR PRIVATE GAIN, INCLUDING NEPOTISM

§ 158-6-1. General Provisions.

1.1. Scope. -- This legislative rule establishes requirements relating to the private gain provisions, including nepotism, in the Ethics Act.

1.2. Authority. -- W. Va. Code § 6B-2-5(b) and W. Va. Code § 6B-2-2(a).

1.3. Filing Date. -- March 31, 2022.

1.4. Effective Date. -- May 15, 2022.

1.5. Sunset Provision: This rule shall terminate and have no further force or effect on August 1, 2027.

§ 158-6-2. Exceptions to Using Office for Private Gain.

2.1. The following acts performed by a public official or public employee do not constitute an improper use of office for private gain:

2.1.1. Usual and customary duties associated with the office or position,

2.1.2. Services relating to the advancement of public policy goals, and

2.1.3. Constituent services without compensation.

2.2. A public official acting in his or her capacity as a public official may request information on behalf of a constituent provided that no fee, reward, or other thing of value is directly or indirectly accepted by the public official. The provisions of this subsection do not apply to a public official acting in his or her private capacity.

2.3. A public official or public employee may travel out-of-state to attend seminars or to inspect certain facilities or products on behalf of his or her public agency, provided that such activities are among the public official's or public employee's job responsibilities and there is a legitimate government reason for the travel. Such travel constitutes usual and customary duties associated with the office or position.

§ 158-6-3. Nepotism.

3.1. As used in this section, the term "nepotism" means favoritism shown or patronage granted in employment or working conditions by a public official or public employee to a relative or person with whom the public official or public employee resides.

3.2. As used in this section, the term "relative" means spouse, mother, father, sister, brother, son, daughter, grandmother, grandfather, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, or daughter-in-law.

3.3. As used in this section, the term "supervise" or "supervision" means reviewing, auditing or evaluating work, or taking part in discussions or making recommendations concerning employment, assignments, compensation, bonuses, benefits, discipline, or related matters.

3.4. Nepotism constitutes improper use of office for private gain.

3.5. A public official or employee may not influence or attempt to influence the employment or working conditions of his or her relative or a person with whom he or she resides.

3.6. A public agency, including its officials and employees, must administer the employment and working conditions of a relative of a public employee or a public official or a person with whom the public official or employee resides in an impartial manner.

3.6.1. A public official or public employee may not participate in decisions affecting the employment and working conditions of his or her relative or a person with whom he or she resides unless required by law and an independent third party is involved in the process.

3.6.2. A public official or public employee may not directly supervise a relative or a person with whom he or she resides. This prohibition does not extend to matters affecting a class of five or more similarly situated employees.

3.6.3. A public official or public employee may not use a subordinate as an independent third party required by subdivision 3.6.1 of this section. This prohibition does not apply to an elected public official who may not lawfully delegate powers of his or her office (for example, a sheriff, county assessor, or county clerk).

3.7. A public official may not vote on matters affecting the employment or working conditions of a relative or person with whom the public official resides unless such relative or person is a member of a class of five or more similarly situated persons affected. For a public official's recusal to be effective, he or she must excuse himself or herself from participating in the discussion and decision-making process by physically removing himself or herself from the room during the period in which the matter is under consideration, fully disclosing his or her interests, and recusing himself or herself from voting on the issue.

3.8. Certain county public officials and local board of education officials and employees are subject to the stricter limitations in W. Va. Code § 61-10-15. Other provisions in the Code or a public agency's own policies, rules, regulations, ordinances, or charters may further limit or prohibit the hiring of a relative or a person with whom a public official or employee resides.

§ 158-6-4. Use Subordinate for Private Gain.

4.1. Public officials and public employees may not use subordinate employees for their private gain or that of another person as an implied or express condition to their continued employment. For example, a public official may not require a subordinate employee to perform personal errands for the official to maintain his or her public employment.

4.2. Public officials and public employees may not use subordinate employees during work hours to perform private work or provide personal services for their benefit or that of another person. For example, a public official or public employee may not require his or her subordinate employee to repair a garage or pave a driveway for the public official or public employee during work hours. This prohibition does not apply to de minimis work or services.

§ 158-6-5. Use or Removal of Government Property.

5.1. Public officials and public employees may not remove government property from the workplace for their private benefit or that of another person.

5.2. Public officials and public employees may not use government property for personal projects or activities that result in private gain.

5.3. This section does not apply to the de minimis use of government property.

§ 158-6-6. Kickbacks.

A public official or public employee may not accept money or a thing of value from any person for providing business or other benefits to that person through the public official's or public employee's governmental agency or as a result of his or her influence and control.

§ 158-6-7. Bribes.

A public official or public employee may not receive money or a thing of value from any person for the purpose of influencing or persuading the official to perform his duties in a manner to benefit the person.

§ 158-6-8. Private Work During Public Work Hours.

Appointed public officials and part-time and full-time public employees may not receive private compensation for performing private work during public work hours. This section does not apply to de minimis private work.

§ 158-6-9. Exemption Categories.

Certain public officials or public employees bring to their respective offices or employment their own personal prestige, intelligence, education, experience, skills and abilities, or other personal gifts or traits. In many cases, these persons bring a personal prestige to their office or employment which inures to the benefit of the state and its citizens. These public officials and employees may apply to the Ethics Commission for an exemption from the limitations in W. Va. Code § 6B-2-5(b). The Ethics Commission

may grant an exemption if it finds:

9.1. The public office held or the public employment engaged in is not such that it would ordinarily be available or offered to a substantial number of the citizens of this state;

9.2. The office held or the employment engaged in is such that it normally or specifically requires a person who possesses personal prestige, and

9.3. The person's employment contract or letter of appointment provides or anticipates that the person will gain financially from activities which are not a part of his or her office or employment.

§ 158-6-10. Other limitations.

The Ethics Act sets a minimum standard of conduct. When the Legislature or a public agency imposes stricter standards, then public officials and public employees must comply with the stricter standards.

13.28 Equal Treatment:

A. A Commanding Officer shall treat each subordinate in a fair and objective manner
and avoid giving special treatment or favors to certain officers.

B. The Harrison County Sheriff's Office shall follow WV Code and Rules set forth by the
Ethics Commission as outlined in Title 158 Legislative Rule West Virginia Ethics
Commission Series 6 (Use of office for private gain, including nepotism).

13.29 Safety:

A. A Commanding Officer shall take or initiate corrective action involving
unsatisfactory working conditions that threaten job safety and morale of subordinates.

13.30 Communications:

A. A Commanding Officer shall strive to develop a supportive, consultative, and viable
communicative relationship with subordinates, supplying them with necessary resources

General Fund FUND - BUDGET REVISION

REVENUE

Line Number	Line Description	Original Budget	Increase Amount	Decrease Amount	Revised Budget	Comment Notation
					$ -	
					$ -	

DEPT County Commission

Line Number	Line Description	Original Budget	Increase Amount	Decrease Amount	Revised Budget	Comment Notation
401-222-00	Co Commission Dues & subscriptions	$ 55,000	$ 30,000			Additional Funds
401-456-01	Land Parking Lots	$ -	$ 411,503			Additional Funds
401-458-11	GSB Warranty Claims	$ -	$ 283			Additional Funds
401-566-00	Transfer to other funds	$ 1,966,379		$ 441,786		
						Within Account line item adjustments
	Department Net Revision:		$ 441,786	$ 441,786		

DEPT **Extension Office**

Line Number	Line Description	Original Budget	Increase Amount	Decrease Amount	Revised Budget	Comment Notation
001-412-103-00	Ext Office Salaries	$ 128,183	$ -	$ 1,800	$ 120,200	Reduction - Transfer
001-412-108-00	OVT/Employees/Extension	$ 4,500	$ 1,700	$ -	$ 6,200	Additional Funds
001-412-112-00	Longevity	$ 900	$ 100	$ -	$ 1,000	Additional Funds
	Department Net Revision:		$ -	$ -		Within Account line item adjustments

DEPT **Courthouse**

Line Number	Line Description	Original Budget	Increase Amount	Decrease Amount	Revised Budget	Comment Notation
424-341-00	Materials and Supplies	400,000	0	144841	$ 255,159	Reduction - Transfer
424-458-00	CTH Capitol Outlay land	0	4,841		$ 4,841	Additional Funds
424-459-00	CTH Capitol Outlay Equip	40,000	140,000		$ 180,000	Additional Funds
			$ 144,841	$ 144,841		Within Account line item adjustments
	Department Net Revision:		$ -			

DEPT **Planning**

Line Number	Line Description	Original Budget	Increase Amount	Decrease Amount	Revised Budget	Comment Notation
439-214-00	Planning Travel	750	-	200	$ 550	Reduction - Transfer
439-240-00	Refunds Planning	-	200		$ 200	Additional Funds
	Department Net Revision:		$ 200	200		Within Account line item adjustments

Department Garage

Line Number	Line Description	Original Budget	Increase Amount	Decrease Amount	Revised Budget	Comment Notation
717-343-00	Cent Car Gas Oil Tires	$ 300,000	$ -	$ 500	$ 299,500	Reduction- Transfer
717-343-01	Law Enforcement Fuel	$ -	$ 500		$ 500	Additional Funding
					$ -	
					$ -	
			$ 500	$ 500		

Within Account line item adjustments

	APPROPRIATIONS (REVISED)	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	EXPENDED and ENCUMBERED %
001-401-101-00						
CO COMMISSION SALARY	136605.00		68302.80		68302.20	50.00
001-401-103-00						
CO COMMISSION EMPLOYEES	780426.00		364526.08		415899.92	46.70
001-401-104-00						
CO COMMISSION FICA	73442.00		32975.99		40466.01	44.90
001-401-105-00						
CO COMMISSION INSURANCE	1900000.00		321765.90		1578234.10	16.93
001-401-106-00						
CO COMMISSION RETIREMENT	82900.00		37311.45		45588.55	45.00
001-401-108-00						
OVERTIME	2000.00		1429.70		570.30	71.48
001-401-109-00						
EXTRA HELP	41000.00		5283.66		35716.34	12.88
001-401-112-00						
LONGEVITY	7380.00		3253.32		4126.68	44.08
001-401-212-00						
CO COMMISSIONS PRINTING	1000.00				1000.00	
001-401-214-00						
CO COMMISSIONS TRAVEL	5000.00		232.29		4767.71	4.64
001-401-218-00						
CO COMMISSION POSTAGE	315000.00		133890.68		181109.32	42.50
001-401-219-00						
RENTS/CO COMM	2500.00				2500.00	
001-401-220-00						
CO COMMISSION ADVERTISING	130000.00		62773.44		67226.56	48.28
001-401-221-00						
CO COMMISSION TRAINING	5000.00				5000.00	
001-401-222-00						
CO COMMISSION DUES & SUBS	55000.00		76447.10		-21447.10	138.99
001-401-223-00						
CO COMM PROF SERVICES	300000.00		175776.31		124223.69	58.59
001-401-223-01						
PROFESSIONAL SERVICES	120000.00		96302.50		23697.50	80.25
001-401-224-00						
CO COMMISSION AUDITS	80000.00				80000.00	
001-401-226-00						
CO COMM OFFICIAL BONDS	180000.00		65449.84		114550.16	36.36
001-401-232-00						
BANK FEES/CHARGES	500.00				500.00	
001-401-237-00						
OTHER TAXES AND FEES	60000.00		636.06		59363.94	1.06
001-401-240-00						
REFUNDS & REIMBURSEMENTS	5000.00		1391.42		3608.58	27.82
001-401-456-01						
LAND-PARKING LOTS CH			411502.25		-411502.25	
001-401-458-00						
CAPITOL OUTLAY/IMPROVEMEN	25000.00				25000.00	
001-401-458-03						
GENERAL SERVICES ANNEX	1800000.00		770137.75		1029862.25	42.78

HARRISON COUNTY COMMISSION
STATEMENT OF EXPENDITURES,ENCUMBRANCES & APPROPRIATIONS
GENERAL FUND
AS OF 01/2025

	APPROPRIATIONS (REVISED)	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	EXPENDED and ENCUMBERED %
001-401-458-07						
W MAIN ST PROPERTY	84500.00		37332.72		47167.28	44.18
001-401-458-08						
AIRPORT PROPERTY	420000.00		206372.88		213627.12	49.13
001-401-458-10						
FRANK LORIA CONTRIBUTION	8000.00		8000.00			100.00
001-401-458-11						
GSB WARRANTY CLAIMS			282.85		-282.85	
001-401-459-00						
CO COMM CAP OUT EQUIPMENT	69173.00		499.00		68674.00	.72
001-401-459-01						
CO COMM CAP OUT CRUISERS	240000.00		117769.35		122230.65	49.07
001-401-459-02						
CO COMM CAP OUT VESTS	30000.00				30000.00	
001-401-566-00						
TRANSFER TO OTHER FUNDS	1966379.00		121788.00		1844591.00	6.19
TOTALS FOR 401 COUNTY COMMISSION	8925805.00		3121433.34		5804371.66	34.97

HARRISON COUNTY COMMISSION
STATEMENT OF EXPENDITURES,ENCUMBRANCES & APPROPRIATIONS
GENERAL FUND
AS OF 01/2025

	APPROPRIATIONS (REVISED)	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	EXPENDED and ENCUMBERED %
001-424-103-00 COURTHOUSE SALARIES	673929.00		320619.18		353309.82	47.57
001-424-104-00 COURTHOUSE FICA	56000.00		24765.25		31234.75	44.22
001-424-106-00 COURT HOUSE RETIREMENT	61695.00		29064.90		32630.10	47.11
001-424-108-00 OVERTIME	5000.00		947.56		4052.44	18.95
001-424-109-00 EXTRA HELP	30000.00		5962.50		24037.50	19.87
001-424-112-00 LONGEVITY	6540.00		3235.00		3305.00	49.46
001-424-211-00 TELEPHONE	180000.00	3268.64	76178.27		103821.73	42.32
001-424-213-00 CTH UTILITIES	600000.00	28207.05	263025.40		336974.60	43.83
001-424-215-00 CTH M & R BUILDING	700000.00		2797.11		697202.89	.39
001-424-216-00 CTH M & R EQUIPMENT	90000.00		33352.74		56647.26	37.05
001-424-219-00 COURTHOUSE RENTS	125000.00	689.74	35428.03		89571.97	28.34
001-424-223-00 CTH PROFESSIONAL SERVICES	75000.00		12374.64		62625.36	16.49
001-424-226-00 COURTHOUSE INSURANCE	575633.00		455988.25		119644.75	79.21
001-424-230-00 COURTHOUSE CONTRACTURAL	325000.00		299640.10		25359.90	92.19
001-424-231-00 CTH FIRE SERVICE FEE	15000.00		2484.00		12516.00	16.56
001-424-237-00 OTHER TAXES AND FEES			24.00		-24.00	
001-424-341-00 CTH MATERIALS & SUPPLIES	400000.00	920.00	91117.03		308882.97	22.77
001-424-342-00 COURTHOUSE RECORD BOOKS	5000.00				5000.00	
001-424-353-00 COMPUTER SOFTWARE	125000.00		75111.47		49888.53	60.08
001-424-457-00 CAPITAL OUTLAY BUILDING	25000.00				25000.00	
001-424-458-00 CTH CAPITOL OUTLAY LAND			4840.56		-4840.56	
001-424-458-01 RAILS TO TRAILS PROJECT	150000.00	142.52	84221.19		65778.81	56.14
001-424-459-00 CTH CAPITOL OUTLAY EQUIP	40000.00		170969.91		-130969.91	427.42
001-424-459-01 CTH CAP OUTLAY-ELEVATOR	600000.00				600000.00	

	APPROPRIATIONS (REVISED)	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	EXPENDED and ENCUMBERED %
TOTALS FOR 424 COURTHOUSE	4863797.00	33227.95	1992147.09		2871649.91	40.95

HARRISON COUNTY COMMISSION
STATEMENT OF EXPENDITURES,ENCUMBRANCES & APPROPRIATIONS
GENERAL FUND
AS OF 01/2025

	APPROPRIATIONS (REVISED)	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	EXPENDED and ENCUMBERED %
001-439-103-00						
PLANNING SALARIES	232802.00		91748.33		141053.67	39.41
001-439-104-00						
PLANNING FICA	18000.00		7094.56		10905.44	39.41
001-439-106-00						
PLANNING RETIREMENT	21400.00		8221.11		13178.89	38.41
001-439-108-00						
PLANNING/OVERTIME	750.00		427.86		322.14	57.04
001-439-112-00						
LONGEVITY	1620.00		670.00		950.00	41.35
001-439-214-00						
PLANNING TRAVEL	600.00		-150.00		750.00	-25.00
001-439-221-00						
PLANNING TRAINING	1500.00		502.25		997.75	33.48
001-439-222-00						
PLANNING DUES & SUBS	500.00		80.00		420.00	16.00
001-439-223-00						
PLANNING PROF SERVICES	5000.00		2450.00		2550.00	49.00
001-439-230-00						
CONTRACTUAL	700.00				700.00	
001-439-240-00						
REFUNDS PLANNING			200.00		-200.00	
001-439-341-00						
PLANNING MAT & SUPPLIES	750.00		265.65		484.35	35.42
001-439-458-01						
NUISANCE ORDINANCE PROJ	250000.00		5.00		249995.00	
001-439-459-00						
PLANNING NEW EQUIPMENT	500.00				500.00	
TOTALS FOR 439 PLANNING COMMISSION	534122.00		111514.76		422607.24	20.87

	APPROPRIATIONS (REVISED)	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	EXPENDED and ENCUMBERED %
001-717-103-00						
CENTRAL GARAGE SALARIES	159785.00		69188.54		90596.46	43.30
001-717-104-00						
CENTRAL GARAGE FICA	12500.00		5038.22		7461.78	40.30
001-717-106-00						
CENTRAL GARAGE RET	14700.00		6133.21		8566.79	41.72
001-717-108-00						
OVERTIME	1500.00		522.43		977.57	34.82
001-717-112-00						
LONGEVITY	900.00		325.00		575.00	36.11
001-717-216-00						
CENT GARAGE M & R EQUIP	10000.00		334.30		9665.70	3.34
001-717-217-00						
CENT GARAGE M & R AUTO	60000.00		35695.41		24304.59	59.49
001-717-223-00						
PROFESSIONAL SERVICES	500.00				500.00	
001-717-230-00						
CENT GARAGE CONTRACTURAL	2200.00		55.00		2145.00	2.50
001-717-341-00						
CENT GARAGE MAT & SUPP	25000.00		16487.97		8512.03	65.95
001-717-343-00						
CENT CAR GAS OIL & TIRES	300000.00		120397.86		179602.14	40.13
001-717-343-01						
LAW ENFORCEMENT FUEL			239.42		-239.42	
TOTALS FOR 717 CENTRAL GARAGE	587085.00		254417.36		332667.64	43.33

AMENDED AND RESTATED
PAYMENT IN LIEU OF TAXES AGREEMENT

THIS AMENDED AND RESTATED PAYMENT IN LIEU OF TAXES AGREEMENT ("Agreement") is made and entered into this 30 day of October, 2024, by and among **WOLF SUMMIT ENERGY, LLC,** a Delaware limited liability company ("Wolf Summit"), as assignee of and successor in interest to ESC Harrison County Power, LLC ("ESC"), **THE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA** (the "Commission"), the **BOARD OF EDUCATION OF HARRISON COUNTY, WEST VIRGINIA** (the "Board"), the **SHERIFF OF HARRISON COUNTY, WEST VIRGINIA** (the "Sheriff") and the **ASSESSOR OF HARRISON COUNTY, WEST VIRGINIA** (the "Assessor"), the Sheriff, the Assessor, the Commission and the Board acting on behalf of Harrison County, West Virginia (the "County") and amends and restates the Payment in Lieu of Taxes Agreement dated as of April 9, 2015 and amended on October 8, 2015 by and among ESC, the Commission, the Board, the Sheriff, and the Assessor ("Original PILOT").

RECITALS

WHEREAS, Wolf Summit is the assignee of and successor in interest to the Original PILOT pursuant to an Assignment and Assumption Agreement dated as of April 27, 2023, between ESC as assignor and Wolf Summit as assignee and as a result thereof, all rights and obligations of ESC under the Original PILOT have been assumed by Wolf Summit as stated in this Agreement;

WHEREAS, Wolf Summit intends to develop and operate an approximately 625 megawatt natural gas combined cycle power plant (the "Facility") on approximately 120 acres of land located in Harrison County, West Virginia, as more particularly described in Exhibit A attached hereto and incorporated herein (the "Land");

WHEREAS, the costs of developing, constructing and equipping the Facility, including the acquisition and installation of new machinery and equipment therein (the "Equipment" and collectively with the Land and the Facility, the "Project") will be financed through certain loans made by certain private lenders (the "Loans") to Wolf Summit, and by equity investment arrangements with certain private investors;

WHEREAS, the obligations under the Loans will be secured by certain liens, deeds of trusts and other security instruments executed by Wolf Summit and encumbering the Project (the "Liens");

WHEREAS, in furtherance of the Project, ESC entered into a certain Memorandum of Understanding, dated March 4, 2015, with the Commission (the "MOU"), the performance of which MOU is subject to certain conditions precedent – including the execution of this Agreement and the Lease;

WHEREAS, the parties acknowledge that the material terms of the MOU are integrated into and subsumed by the terms of this Agreement and the Lease in all respects;

WHEREAS, upon closing of Wolf Summit's construction financing for the Project (the "Transfer Date"), legal title in the Project will be acquired by the Commission from Wolf Summit, subject to the Liens and a repurchase option reserved by Wolf Summit;

WHEREAS, the Project will be leased by the Commission back to Wolf Summit on the Transfer Date pursuant to an Amended and Restated Lease Agreement dated of event date herewith by and between the Commission as lessor and Wolf Summit as lessee for a term of not less than thirty (30) years from completion of construction of the Project (the "Lease");

WHEREAS, also pursuant to the Lease, Wolf Summit will be required to pay all costs in connection with the acquisition and construction of the Facility and the installation of the Equipment, which will be paid by Wolf Summit's remittance directly to the contractors and vendors of such sums it may owe them for providing the same; and, in addition, Wolf Summit will be solely responsible for repayment of the Loans;

WHEREAS, during the term of the Lease, the Commission will own the real and personal property that comprises the Project, subject to the Liens, the Lease and other rights and interests aforesaid;

WHEREAS, pursuant to the Lease, title to any property constituting improvements, repairs, alterations, renewals, substitutions and replacements of, and additions and appurtenances to, the Project or any part thereof, when made or installed in or about the Project shall, subject to the Lease, the Liens and the other rights and interests, immediately become vested in the Commission without further action on its part;

WHEREAS, the parties acknowledge that by virtue of the agreement by the Commission and the Board to the acquisition, construction and equipping of the Project and the terms of this Agreement, during the years of ownership by the Commission, all of the real and personal property which comprise the Project, and any leasehold interest therein, shall be exempt from ad valorem property taxes pursuant to W. Va. Code § 8-19-4; and

WHEREAS, Wolf Summit, pursuant to this Agreement, has agreed to make payments of certain amounts in lieu of ad valorem property taxes and the Assessor, the Sheriff, the Commission and the Board have agreed to the acquisition, construction and equipping of the Project, the exemption of real and personal property constituting the Project from the payment of taxes and the payment in lieu of tax payments described herein.

NOW, THEREFORE WITNESSETH, for and in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend and restate the Original PILOT as follows:

ARTICLE I
REPRESENTATIONS AND WARRANTIES, ETC.

Section 1.01. Commission Representations, Warranties, Agreements and Findings.

The Commission hereby represents, warrants, agrees, finds and confirms its findings that:

(a) The Commission is a public corporation, acting on behalf of the County, a political subdivision of the State of West Virginia (the "State"), validly created and existing under the Constitution and laws of the State, and is authorized and empowered by the provisions of the Constitution and laws of the State to enter into this Agreement.

(b) The Commission has found, and hereby finds, that the agreements herein contained and the consummation of the transactions in connection herewith will promote the public interest and public purposes by, among other things, providing certainty and soundness in fiscal planning and promoting the present and prospective prosperity, health, happiness, safety and general welfare of the people of the County.

(c) The execution of this Agreement and the consummation of the transactions in connection herewith and therewith, have been approved by the Commission at one or more duly called and constituted meetings, throughout which quorums of duly elected, qualified and acting members of the Commission were present and acting. The Commission's agreement to the acquisition, construction and equipping of the Project and its authorization for the execution of the Original PILOT are set forth in a Resolution adopted on April 9, 2015 and are amended and restated in this Agreement.

Section 1.02. Board Representations, Warranties, Agreements and Findings.

The Board hereby represents, warrants, agrees, finds and confirms its findings that:

(a) The Board is a public corporation of the State and has the power and authority to enter into the transaction contemplated by this Agreement.

(b) The Board has found, and hereby finds, that the agreements herein contained and the consummation of the transactions in connection herewith will promote the public interest and public purposes by, among other things, providing certainty and soundness in fiscal planning and promoting the present and prospective prosperity, health, happiness, safety and general welfare of the public school students in the County.

(c) The agreement to the acquisition, construction and equipping of the Project and the authorization for the execution of the Original PILOT by the Board are embodied in a Resolution adopted on April 15, 2015 and are amended and restated in this Agreement.

Section 1.03. Sheriff Representations, Warranties, Agreements and Findings.

The Sheriff hereby represents, warrants, agrees, finds and confirms his findings that:

(a) Pursuant to W. Va. Code §§ 11A-1-1, et seq., he is the officer responsible for collecting ad valorem property taxes levied in the County, and for disbursing the payments provided for in this Agreement.

(b) The Sheriff has the power to enter into this Agreement and to carry out his obligations hereunder.

(c) To the knowledge of the Sheriff, no consent or authorization of, or filing, registration or qualification with, any governmental or public authority on the part of the Sheriff is required as a condition precedent to the execution, delivery or performance of this Agreement by the Sheriff or as a condition precedent to the performance by the Sheriff of his duties contemplated hereby.

Section 1.04. Assessor Representations, Warranties, Agreements and Findings.

The Assessor hereby represents, warrants, agrees, finds, and confirms her findings that:

(a) Pursuant to W. Va. Code §§ 11-3-1, et seq., he is the officer responsible for assessing properties for ad valorem property tax purposes in the County.

(b) The Assessor has the power to enter into this Agreement and to carry out his obligations hereunder.

(c) To the knowledge of the Assessor, no consent or authorization of, or filing, registration or qualification with, any governmental or public authority on the part of the Assessor is required as a condition precedent to the execution, delivery or performance of this Agreement by the Assessor or as a condition precedent to the making of the findings by the Assessor of the matters regarding the assessment of property for taxation purposes contemplated hereby.

Section 1.05. Wolf Summit Representations, Warranties and Agreements.

Wolf Summit represents, warrants and agrees that:

(a) It is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware, and is duly qualified and authorized to conduct affairs or do or transact business in the State, with full power and legal right to enter into this Agreement and to perform its obligations hereunder.

(b) The making and performance of this Agreement and all documents, agreements and instruments in connection herewith, on Wolf Summit's part, are not prohibited under and have been duly authorized in accordance with, and will not violate the terms and provisions of, Wolf Summit's articles of organization and operating agreement, and are not prohibited by, and will not violate or

conflict with or constitute a default under, any statute, order, governmental rule or regulation, agreement, instrument or document by which Wolf Summit or any of its properties are bound.

ARTICLE II
AD VALOREM PROPERTY TREATMENT OF THE PROJECT WHILE LEASED TO WOLF SUMMIT

Section 2.01. Commission's Freehold Interest in Property Comprising the Project Shall be Exempt from Property Taxes.

The freehold interest of the Commission in all of the real and personal property which comprise the Project shall not be subject to any ad valorem property taxes, the same being exempt by operation of law.

Section 2.02. Wolf Summit's Leasehold Interest in Property Comprising the Project Shall be Exempt from Property Taxes.

The leasehold interest of Wolf Summit in all of the real and personal property which comprise the Project shall not be subject to any ad valorem property taxes, the same being exempt by operation of law.

ARTICLE III
ACQUISITION AND CONSTRUCTION OF THE PROJECT AND PAYMENT IN LIEU OF TAX

Section 3.01. Acquisition, Construction and Equipping of the Project.

The Commission and the Board each hereby agrees to the acquisition, construction and equipping of the Project, provided that Wolf Summit shall be solely responsible for such acquisition, construction and equipping of the Project.

Section 3.02. Tax Exemption.

The Commission, the Board, the Sheriff and the Assessor recognize and agree that under W. Va. Code § 8-19-4, all real and personal property owned by the Commission which is part of the Project, as well as any leasehold or similar interest held by Wolf Summit, its successors or assigns, in and to such real and personal property comprising the Project, are exempt from ad valorem property taxation.

Section 3.03. Voluntary Payment in Lieu of Taxes.

(a) Commencing on the 1st day of October of the calendar year following delivery of a certificate of completion by Wolf Summit to each party hereto, certifying that the Project is fully operational, and continuing during the period that this Agreement remains in effect as provided in Section 4.02 below, Wolf Summit agrees to voluntarily make an annual payment in lieu of taxes in

the following amounts: (i) the first scheduled payment in lieu of taxes shall be Sixty Thousand Dollars ($60,000), and (ii) each year's subsequent payment in lieu of taxes shall be in an amount equal to the previous year's actual payment in lieu of taxes made adjusted by the greater of: (A) the increase, if any, in the Consumer Price Index for All Urban Consumers for the U.S. City Average for All Items (1982-84 = 100), as published by the Bureau of Labor Statistics for the United States Department of Labor, or if such index is not available, such other index as the parties may agree most closely resembles such index, between the previous year's actual payment in lieu of taxes and October 1st, or (B) 2.5%.

(b) Wolf Summit hereby agrees to make each annual payment in lieu of taxes to the Sheriff who shall distribute each such payment to the Commission and the Board in proportion to the applicable combined levy rates (including regular and special levies, if any), for each tax year during the term of this Agreement in which such payments are made.

Section 3.04. Payment in Lieu of Tax Payable in Installments.

Wolf Summit may pay each annual payment in lieu of tax payable under Subsection 3.03(a) in two equal installments, the first installment of which shall be paid by each October 1 and the second installment of which shall be paid by each April 1, or Wolf Summit may pay the entire annual payment amount on or before October 1. There shall be no discount in the amount of any annual payment in lieu of taxes due to the early payment of such amounts by Wolf Summit or any other entity.

Section 3.05. Events of Default; Remedies.

If Wolf Summit shall fail to pay any payment in lieu of taxes to the Sheriff at the times and in the amounts as prescribed herein, and such failure to pay continues for a period of thirty (30) days after written notice thereof has been sent to Wolf Summit, then and in such event, the Commission may take whatever action at law or in equity may appear necessary or desirable to enforce its rights and the rights of the Board under this Agreement, including, without limiting the generality of the foregoing, immediately terminating this Agreement, conveying the Project to Wolf Summit and causing the assessment and collection by the Assessor and Sheriff of ad valorem taxes thereon. The Commission shall not be obligated to do any of the acts hereinabove authorized, but, in the event that the Commission elects to do any such act, all costs and expenses incurred by the Commission in doing any such act shall be owed by Wolf Summit hereunder. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time, as often as may be deemed expedient.

ARTICLE IV
GENERAL AND MISCELLANEOUS PROVISIONS

Each party will bear its own respective legal and other costs and expenses associated with this Agreement and all documents, instruments and agreements in connection herewith, and the consummation of the transactions set forth herein and therein.

Section 4.02. Term of This Agreement.

Unless terminated sooner by the express provisions hereof, this Agreement shall remain in effect for (a) a period of thirty (30) years from the date Wolf Summit commences commercial operation of the Facility, (b) for the entire term of the Lease, and any renewals thereof, (c) until the date that the final payment in lieu of tax is paid, (d) upon any change in law or a ruling by any court or judicial body with jurisdiction resulting in the assessment of any ad valorem taxes upon Wolf Summit's leasehold interest to the real and personal property comprising the Project, or (e) upon a challenge of any of the terms set forth in this Agreement by any party hereto or benefitting from this Agreement or from payments made pursuant to this Agreement, whichever shall occur first. Beginning with the first tax year after the termination hereof, and for each tax year thereafter, so long as Wolf Summit has an interest in the Project, it shall pay the full amount of the ad valorem property taxes on the real and personal property which comprise the Project, as determined by applicable law, as if Wolf Summit at that time held fee simple title to the Project.

Section 4.03. Notices.

All notices to Wolf Summit, the Commission, the Board, the Sheriff and the Assessor with respect to this Agreement, shall be deemed to be completed upon mailing by registered or certified mail, postage prepaid, addressed as follows or to such other address as shall be furnished in writing by any party to the remaining parties hereto:

a) If to Wolf Summit, as follows:

Wolf Summit Energy, LLC
901 Main Avenue
Norwalk, CT 06851
Attention: Managing Member

With a copy to:

Christopher L. Callas
Jackson Kelly PLLC
P. O. Box 553
Charleston, WV 25322

b) If to the Commission, as follows:

Harrison County Commission
Attn: President
Harrison County Courthouse
301 W Main Street
Clarksburg, West Virginia 26301

c) If to the Assessor, as follows:

Harrison County Assessor
Harrison County Courthouse
301 W Main Street
Clarksburg, West Virginia 26301

d) If to the Sheriff, as follows:

Harrison County Sheriff
Harrison County Courthouse
301 W. Main Street
Clarksburg, West Virginia 26301

e) If to the Board, as follows:

Harrison County Board of Education
Attn: President
408 E B Saunders Way
Clarksburg, West Virginia 26302-1370

Section 4.04. Credit for Payments Made.

In the event that any amounts are paid by Wolf Summit, its successors or assigns, as ad valorem property taxes levied by the Commission or the Board on their leasehold interests in the Project, such amounts shall be fully credited against and reduce the payments in lieu of taxes otherwise due pursuant to Article III herein, and Wolf Summit, its successors or assigns, shall, likewise, be entitled to a refund of the same by virtue of any overpayment thereof resulting from such credit and reduction.

Section 4.05. Use of Payments in Lieu of Taxes.

Wolf Summit shall not have any responsibility or liability for the application or expenditure by the Sheriff, the Board or by the Commission of any amount paid to the Sheriff by Wolf Summit pursuant to this Agreement. The Sheriff alone shall be responsible for the proper disposition of any amount paid in lieu of tax by Wolf Summit, and of any ad valorem property taxes determined to be due with respect to the Project subject to the Constitution and laws of the State of West Virginia. Wolf Summit is hereby indemnified and held harmless, by the other parties hereto, to the fullest extent permitted by West Virginia law, from any lawsuit or legal action, and any liability, arising from or relating to the manner in which the Sheriff distributes or the Board or the Commission applies, expends or otherwise distributes or disposes of any such amount paid by Wolf Summit under this Agreement.

Section 4.06. Construction.

It is the intention of the parties in entering into this Agreement to provide for certainty in the assessment of ad valorem property taxes with respect to the Project, to provide an inducement for Wolf Summit to invest in the Project in the County, to clarify ambiguities as to the appropriate

assessment of leasehold interests in the Project during the period it is leased by the Commission to Wolf Summit and to provide for payments in lieu of taxes as an inducement for the Commission, the Board, the Sheriff and the Assessor to enter into this Agreement. It is the intention of the parties that this Agreement be construed liberally in order to effect the aforesaid intent of the parties.

Section 4.07. Miscellaneous.

Neither this Agreement nor any provision hereof may be amended, modified, waived, discharged or terminated orally, except by an instrument in writing signed by the parties hereto. With the written consent of the Commission, which consent shall not be unreasonably withheld or delayed, this Agreement may be assigned by Wolf Summit and the provisions of this Agreement shall be binding upon and inure to the benefit of the successors and assigns of each of the parties hereto. The captions in this Agreement are for the convenience of reference only and shall not define or limit the Provisions hereof.

Section 4.08. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State.

Section 4.09. Severability.

The parties hereby agree that in the event one or more portions of this Agreement shall be declared to be invalid by appropriate authority, the remaining provisions of this Agreement shall continue in full force and effect.

Section 4.10. Rights of Wolf Summit to Challenge Assessments.

Nothing herein shall be deemed to prohibit Wolf Summit from challenging and/or appealing any assessments made against it by the County before the Commission sitting as a Board of Equalization and Review, or as otherwise provided by law, the rights of Wolf Summit herein being deemed to be cumulative and not in lieu of said rights of challenge and/or appeal. However, Wolf Summit shall have no similar right to challenge or appeal the amount or liability for payment by Wolf Summit of the payments in lieu of taxes which are required to be paid under this Agreement.

Section 4.11. Condition to Agreement Becoming Effective.

Notwithstanding any other provision herein, this Agreement shall not become effective unless and until Wolf Summit transfers ownership in and to the Project to the Commission under and pursuant to the Lease. In the event that ownership of the Project is not held by the Commission, after this Agreement becomes effective, it is expressly agreed that this Agreement shall terminate and be null and void.

Section 4.12. Indemnification.

Wolf Summit agrees, whether or not the transactions contemplated by this Agreement, the MOU or the Lease shall be consummated, to protect, indemnify and save the Commission, the Board, the Sheriff and the Assessor (hereinafter individually called "Indemnified Party" and collectively called the "Indemnified Parties") harmless from and against all liability, losses, damages, costs, reasonable expenses (including reasonable counsel fees), taxes, causes of action, suits, claims, demands and judgments of any nature or form, by or on behalf of any person arising in any manner from the transactions of which this Agreement is a part or arising in any manner in connection with the Project, and, without limiting the generality of the foregoing, arising from (i) this Agreement (except the obligations expressly undertaken by the Indemnified Parties hereby); (ii) the design, acquisition, construction; installation, operation, use, occupancy, maintenance, ownership or leasing of the Project; (iii) any written statements or representations made or given by Wolf Summit or any of its officers, employees or agents to any person, with respect to Wolf Summit, the Project, and any financing therefor, including, but not limited to, statements or representations of facts, financial information or corporate affairs; (iv) damage to property or any injury to or death of any person that may be occasioned by any cause whatsoever pertaining to the Project; (v) any breach or default on the part of Wolf Summit in the performance of any of its obligations under this Agreement; (vi) any violation of contract, agreement or restriction by Wolf Summit relating to the Project; or (vii) any violation of law, ordinance or regulation affecting the Project or any part thereof or the ownership or occupancy or use thereof.

In the event that any action or proceeding is brought against any of the Indemnified Parties by reason of any such claim, such action or proceeding shall be defended against by counsel to such Indemnified Party or Indemnified Parties or by Wolf Summit, as the Indemnified Party or Indemnified Parties, upon advice of counsel, shall determine. In the event such defense is by counsel to the Indemnified Party or Indemnified Parties, Wolf Summit shall indemnify the Indemnified Party or Indemnified Parties for reasonable costs of counsel allocated to such defense and charged to the Indemnified Party or Indemnified Parties. Wolf Summit, upon notice from an Indemnified Party, shall resist and defend such an action or proceeding on behalf of such Indemnified Party.

The provisions of this Section 4.12 shall apply to any claim or liability not resulting from an Indemnified Party's own negligence, but shall not apply to any claim or liability resulting from an Indemnified Party's negligence, bad faith, fraud or deceit or for any claim or liability which Wolf Summit was not given the opportunity to contest.

The provisions of this Section 4.12 shall survive the termination of this Agreement.

Section 4.13. Counterparts.

This Agreement may be executed in any number of counterparts by the parties hereto, and all such counterparts taken together shall constitute a single instrument.

Section 4.14. Amendment and Restatement.

This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and amends and restates, and supersedes in its entirety, the Original PILOT.

[*Signature page follows.*]

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date first written above.

WOLF SUMMIT ENERGY, LLC
a Delaware limited liability company

By: _____
Name: _____
Title: _____

THE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA

By: _____
Name: Susan J. Thomas
Title: Commission President

_____
John R. Spires
Clerk of the County Commission of Harrison County, West Virginia

THE BOARD OF EDUCATION OF HARRISON COUNTY, WEST VIRGINIA

By: _____
Name: Dora L. Stutler
Title: Superintendent

SHERIFF OF HARRISON COUNTY, WEST VIRGINIA

_____

Name: Robert G. Matheny

ASSESSOR OF HARRISON COUNTY, WEST VIRGINIA

_____

Name: Joseph R. Romano

EXHIBIT A

Real Property Legal Description

(attached hereto)

AMENDED AND RESTATED LEASE AGREEMENT

between

THE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA,

as Lessor,

and

WOLF SUMMIT ENERGY, LLC,

as Lessee

October 30, 2024

12-B

THIS AMENDED AND RESTATED LEASE AGREEMENT ("Lease") dated as of October 30, 2024, by and between **THE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA**, having its offices at Harrison County Courthouse, 301 W. Main Street, Clarksburg, WV 26301, as "Lessor" (the "Lessor"), and **WOLF SUMMIT ENERGY, LLC,** a Delaware limited liability company, as Lessee (the "Lessee"), having its principal office at 901 Main Avenue, Norwalk, CT 06851, amends and restates that certain Lease Agreement between Lessor and ESC Harrison County Power, LLC (the "Original Lessee") dated as of April 9, 2015 (the "Original Lease") and sets forth the binding agreement of the parties with respect to the subject matter hereto.

RECITALS

WHEREAS, as described in that certain Memorandum of Understanding dated as of March 4, 2015 (the "MOU"), by and between Lessor and the Original Lessee, Lessor plans to acquire from Lessee title to certain land in Harrison County, West Virginia (the "Property");

WHEREAS, the Lessee is the assignee of and successor in interest to the Original Lease pursuant to an Assignment and Assumption Agreement dated as of April 27, 2023, between the Original Lessee as assignor and the Lessee as assignee;

WHEREAS, pursuant to the MOU, the Lessee desires to develop, construct, and operate an approximately 625 megawatt, natural gas combined cycle power plant (the "Project") on the Property;

WHEREAS, in furtherance of the MOU and pursuant to this Lease, the Lessee will lease from the Lessor, and the Lessor will lease to the Lessee, the Leased Property (as hereinafter defined);

WHEREAS, the parties hereto desire that the leasehold interest in the Leased Property granted to Lessee shall be exempt from real and personal property taxes pursuant to Chapter 8, Article 19, Section 4 of the Code of West Virginia, 1931, as amended (the "Act"); and

WHEREAS, the parties acknowledge that the material terms of the MOU are integrated into and subsumed by the terms of this Lease and the PILOT (as defined herein) in all respects.

NOW, THEREFORE, in consideration of the premises and mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to amend and restate the Original Lease as follows:

SECTION 1. DEFINITIONS.

The following terms shall have the following meanings for purposes of this Lease:

"Act" shall have the meaning set forth in the recitals hereto.

"Additional Rent" shall mean the Lessee's obligation to make payments under this Lease, except payments of Basic Rent.

"Alterations" shall mean alterations, modifications, additions, improvements and betterments of any kind to the Leased Property other than normal day-to-day maintenance and repairs.

"Basic Rent" shall mean, for any Basic Rent Date, the Basic Rent payable pursuant to Section 4(b) hereof.

"Basic Rent Date" shall mean the first anniversary of the Commencement Date and each successive anniversary of the Commencement Date to and including the Expiration Date.

"Business Day" shall mean any day which is not a Saturday, Sunday or legal holiday under the laws of the State of West Virginia or United States of America.

"Certificate of Completion" shall mean the certificate to be delivered by Lessee certifying that the Equipment is in place and the Project is fully operational.

"Commencement Date" shall mean the date of delivery of the Certificate of Completion, which shall be no later than the date on which the Lessee is able to satisfy the Lessee's capacity delivery obligations to PJM Interconnection LLC.

"Condemnation" shall mean any condemnation or similar taking of the Leased Property or any portion thereof by any government agency.

"Construction Period" shall mean the period from the Transfer Date until the date of delivery of the Certificate of Completion.

“Deed” shall mean the deed from Lessee conveying the Land to Lessor on the Transfer Date.

"Default" shall mean an event that, after the giving of notice or lapse of time, or both, would constitute an Event of Default.

"Equipment" shall mean all equipment now or hereafter acquired for and located at the Project owned by the Lessor and leased to the Lessee.

"Event of Default" shall have the meaning set forth in Section 13 hereof.

"Event of Total Loss" with respect to the Leased Property shall mean any of the following events: (i) loss of all or substantially all of the Leased Property or of the use

thereof due to theft, disappearance, destruction, defect or damage to the extent that repair is uneconomical to the Lessee or impossible; or rendition of the Leased Property permanently unfit for commercial operation for any reason whatsoever; (ii) any damage to the Leased Property which results in an insurance settlement with respect to the Leased Property on the basis of an actual or constructive total loss; (iii) any Condemnation of all or substantially all of the Leased Property; and (iv) as a result of any rule, regulation, order or other action by any government agency having jurisdiction (including without limitation any federal or state environmental protection agency), the use of all or substantially all of the Leased Property in the normal course of business shall have been prohibited, or all or substantially all of the Leased Property shall have been declared unfit for use, for a period of six consecutive months (or such longer period as may be specified in the Financing Agreements), in either case with the effect that Lessee reasonably determines that the resumption of operations is not possible. The date of such Event of Total Loss shall be the date of such theft, disappearance, destruction, damage or Condemnation and the date six months (or such longer period as may be specified in the Financing Agreements) following the action of a government agency described in clause (iv) of the preceding sentence.

"Expiration Date" shall mean the last date of the term of this Lease as provided in Section 3(a).

"Facility Plans" shall mean those plans, drawings, lists and specifications to be provided by the Lessee and which describe, in full detail, each physical aspect of the Leased Property.

"Financing Agreements" shall mean all contracts, notes, bonds and other agreements and instruments affecting or otherwise incidental to the providing of debt or lease financing to the Lessee (or any refinancing thereof) for the acquisition, construction, development, equipping or operation of the Leased Property by one or more Secured Party.

"Financing Liens" shall mean all liens and security interests created in favor of the Secured Parties, pursuant to the Financing Agreements, including, without limitation, the liens and security interests created by any mortgage, deed of trust, security agreement and fixture filing statement made by the Lessee in favor of the Secured Parties, and recorded in the Office of the Clerk of the County Commission of Harrison County, West Virginia.

"Fixtures" shall mean any items of personal property which, by reason of the manner in which they are affixed to or incorporated in the Land or the Improvements, are, or may be deemed to be, fixtures under West Virginia law, and, thus, shall be included in the meaning of Land or Improvements; provided, however, that the Equipment shall not be deemed to be Fixtures for purposes of this Lease.

"Improvements" shall mean any and all buildings, structures, fixtures and improvements now or hereafter situated or erected on the Land.

"Indemnities" shall mean the obligations of the Lessee imposed under Section 11(b) of this Lease.

"Land" shall have the meaning set forth in Section 2(a) hereof.

"Leased Property" or "Leased Premises" shall mean the Land, the Improvements and the Equipment.

"Lease Term" shall mean the period beginning on the date of execution of this Lease and ending on the Expiration Date, unless this Lease shall have been terminated earlier pursuant to the terms hereof.

"MOU" shall have the meaning set forth in the recitals hereto.

"Parts" shall mean all appliances, parts, instruments, appurtenances, accessories and other miscellaneous equipment of whatever nature, which may, from time to time, be incorporated or installed in or attached to the Leased Property, the Equipment or any portion thereof.

"Payment Default" shall mean any event which constitutes or, with the passage of time or giving of notice or both would constitute, after giving effect to any applicable cure periods, an Event of Default under Section 13(a) hereof (as Event of Default is defined therein) and any failure of the Lessee to pay any amount when due hereunder.

"Person" shall mean any individual, corporation, partnership, limited liability company, firm or other legal entity.

"PILOT" shall mean that certain Amended and Restated Payment in Lieu of Taxes Agreement of even date herewith among the Lessee, the Lessor, the Board of Education of the County of Harrison, West Virginia, the Sheriff of Harrison County, West Virginia and the Assessor of Harrison County, West Virginia.

"Project" shall have the meaning set forth in the recitals hereto.

"Rent" shall mean all payments to be made by the Lessee pursuant to Sections 4(a) and 4(b) hereof.

"Repurchase Option" shall mean an express reservation by Lessee in the Deed of the right to repurchase the Leased Property.

"Secured Party" and "Secured Parties" shall mean each and every creditor and other party that has provided debt financing to the Lessee for the acquisition, development, construction, equipping or operation of the Leased Property, the payment of which financing is secured by a collateral interest in any of the Leased Property pursuant to the Financing Agreements.

"Transfer Date" shall mean the date on which Lessee closes on the construction financing for the Project and transfers the Leased Property to the Lessor.

SECTION 2. LEASE; CONSTRUCTION OF IMPROVEMENTS; EXEMPTION FROM TAXATION.

(a) Lease of Land. Subject to the terms and conditions hereof and to the Financing Agreements, the Lessor hereby leases to the Lessee, and the Lessee hereby leases from the Lessor, the surface and subsurface portions of all of that certain tract or parcel of land, situated in Harrison County, West Virginia, as more particularly described and shown on Exhibit A, and any and all appurtenant interests, rights, privileges, and easements together with all licenses, agreements, easements and rights of access appurtenant to the land for pedestrian and vehicular ingress, egress and regress to and from the Leased Property and to and from any entry and entrances located thereby and connecting with a public right of way whether now existing or acquired subsequent to the execution and delivery of this Lease (the "Land").

(b) Purchase of Equipment, Fixtures, parts and Building Materials; Construction of Improvements and Lease of Improvements and Equipment. As further described in Section 4 hereof, the Lessee shall, at its own expense and in its own name, (i) purchase all of the Equipment, Fixtures, Parts and building materials necessary to construct and equip the Improvements, in accordance with the Facility Plans, and (ii) engage a contractor, or contractors, of its choice, selected through a competitive process, to provide all labor necessary to implement and complete the Facility Plans. The Lessee shall transfer, without additional consideration, all rights, title and ownership, including but not limited to, all materials, services, labor or otherwise, during or immediately upon acquisition or construction thereof, of all Improvements and Equipment, subject to the Repurchase Option and the Financing Agreements, to the Lessor. Such rights, title and ownership shall automatically, and without need for further documentation, vest in Lessor and belong exclusively to Lessor, subject to the Repurchase Option and the Financing Agreements, without further action on the part of either party and without cost or charge to Lessor. Upon transfer of the Improvements to the Lessor, the parties hereto agree that such Improvements shall be leased to the Lessee pursuant to this Lease. Notwithstanding anything contained in this Lease to the contrary, the Lessor hereby agrees to execute any and all documents requested by a Secured Party to grant a security interest in any personal property or mortgage interest in any real property and fixtures so long as the Lessor shall have no personal liability therefor and no obligations thereunder beyond the granting of the security interest and mortgage.

(c) Exemption from Taxation. During the Lease Term, the Lessor, exclusively, shall have and own fee simple title to the Leased Premises, and consequently, the Leased Premises shall be and remain exempt from all ad valorem taxation pursuant to the Act. The Leased Premises are physically situate within the boundaries of Harrison County, West Virginia as required by the Act. Further, it is the intent and expectation of the parties that the leasehold interest granted to the Lessee herein shall be exempt from taxation in accordance with the Act and the PILOT

SECTION 3. LEASE TERM; OPTION TO PURCHASE.

(a) Lease Term. The Lease Term of this Lease shall begin on the Transfer Date and shall end on the thirtieth anniversary of the Commencement Date unless this Lease shall have been earlier terminated pursuant to the terms hereof. The Lessor and the Lessee hereby agree to execute a written confirmation specifically identifying the Commencement Date.

(b) Option to Purchase. This Lease is expressly made subject to the right of the Lessee to repurchase the Leased Property pursuant to the Repurchase Option, which shall be incorporated and explicitly included in the Deed to be recorded in the Office of the Clerk of the County Commission of Harrison County, West Virginia, in accordance with the terms of this Lease; whether or not all or any portion of the Leased Property is expressly subject to the Repurchase Option in such deed. If the Lessee does elect to exercise the Repurchase Option, (a) the Lessee shall purchase all of the Lessor's right, title and interest in the Leased Property from the Lessor, and the Lessor shall sell all of the Lessor's right, title and interest in the Leased Property to the Lessee, as is, where is (without any recourse, representation or warranty whatsoever, either express or implied, as to the condition, quality, character, uses or any other aspect of such Leased Property), for a cash consideration of One Hundred and 00/100 Dollars ($100.00) paid to the Lessor and any Rent then in arrears and any cost or expense reimbursement then due the Lessor and not theretofore paid by the Lessee; (b) the Lessor shall execute and deliver such documents and shall do or cause to be done such further acts in order to evidence such sale and transfer as the Lessee shall reasonably request; and (c) upon such conveyance, this Lease, and the PILOT, shall terminate, and the Lessee shall be subject to ad valorem taxation for its fee simple title in and to the Leased Property.

SECTION 4. RENT; PAYMENT OF INDEMNITIES.

(a) Construction Period Rent. Subject to the terms and provisions hereof, the Lessee shall pay to the Lessor during the Construction Period an amount equal to Ten and 00/100 Dollars ($10.00) per month (the "Construction Period Rent"). The Construction Period Rent shall be prorated for any partial month within the Construction Period. The Construction Period Rent shall be due and payable monthly on or before the first (1st) Business Day of each month during the Construction Period. Following the expiration of the Construction Period, the Lessee shall have no further obligation to pay Construction Period Rent.

(b) Basic Rent. On the Transfer Date, Lessee shall pay to Lessor an initial rent payment of One Million Dollars ($1,000,000). In addition, the Lessee shall pay Basic Rent to the Lessor on each Basic Rent Date during the Lease Term; the amount of the first scheduled installment of Basic Rent shall be Five Hundred Forty Thousand Dollars ($540,000), with each year's subsequent scheduled installment of Basic Rent being equal to the previous year's actual Basic Rent payment made adjusted by the greater of: (a) the increase, if any, in the Consumer Price Index for All Urban Consumers for the U.S. City Average for All Items (1982-84 = 100), as published by the Bureau of Labor Statistics for the United States Department of Labor, or if such index is not available, such other index as the parties may

agree most closely resembles such index, between the previous year's actual Basic Rent payment and the applicable Basic Rent Date or (b) 2.5%.

(c) All Rent, Indemnities and other amounts payable by the Lessee hereunder shall be paid in full, free of any deductions or withholdings imposed by any federal, state or local government or taxing authority in the United States of America. In the event that the Lessee is prohibited by any laws from making payments hereunder free of such deductions or withholdings, then the Lessee shall pay such additional amounts to the person entitled to receive such Rent, Indemnities and other amounts payable by the Lessee hereunder as may be necessary in order that the actual amount received after such deduction or withholding, and after deduction or withholding or payments of any additional taxes or other charges due as a consequence of the payment of such additional amount, shall equal the amount that would have been received if such deduction or withholding were not required.

(d) All amounts payable by and paid by the Lessee, directly or indirectly, pursuant to this Lease, are to be credited to the account of the Lessee for purposes of the Internal Revenue Code and other applicable taxing authorities, including but not limited to all depreciation accruing for the benefit of the Lessee.

(e) The Lessor and the Lessee believe that the payments of Rent hereunder constitute rental payments that equal or exceed fair market rental payments for the lease of the Leased Property pursuant to the terms hereof during the entire term of the Lease. In view of the sufficiency of those payments of Rent and the limitations on Lessee's assignment of its leasehold interest under Section 12 hereof, the Lessor and the Lessee understand and agree that the Lease does not constitute a "bargain lease" to the Lessee that would support any assessment of its leasehold interest above a nominal value.

SECTION 5. NET LEASE.

This Lease is a net lease, and the Lessee acknowledges and agrees that the Lessee's obligation to pay all Rent and all other payment obligations hereunder, and the rights of the Lessor in and to such Rent and other payment obligations, shall be absolute and unconditional and shall not be subject to any abatement, reduction, set-off, defense, counterclaim or recoupment for any reason whatsoever, including, without limitation, those matters due to any present or future claims of the Lessee against the Lessor under this Lease or otherwise, against the Secured Parties or any other person for whatever reason. Except as otherwise expressly provided herein, this Lease shall not terminate, neither shall the obligations of the Lessee be affected, by reason of (i) any defect in or damage to, or any loss or destruction of, the Leased Property, or any part thereof from whatsoever cause, or (ii) the lawful interference with the use thereof by the Lessor or any person, or (iii) failure of the Lessor to perform any obligation of the Lessor to the Lessee or any other person under this Lease or any instrument or document executed in connection herewith, or (iv) any defect in title to the Leased Property, or any part thereof or any encumbrance on such title, or (v) any bankruptcy, insolvency, reorganization or other proceeding relating to, or any action taken by any trustee or receiver of, the Lessee, the Lessor or any other person, or (vi) for any other cause, it being the express intention of the Lessor and The Lessee that all Rent and other

amounts payable by the Lessee hereunder shall be, and continue to be, payable in all events unless the obligation to pay the same shall be terminated pursuant to the express provisions of this Lease. The Lessee may not cancel this Lease except as expressly provided herein. All payments by the Lessee to the Lessor made hereunder as required hereby shall be final, and the Lessee shall not seek to recover any such payment or any part thereof for any reason whatsoever. This Section 5 shall not, however, be construed to waive the Lessee's right of action, if any, against the Lessor or any other person for damages incurred by the Lessee on account of any breach by the Lessor of any provision of this Lease or by the Lessor or such other person of any other agreement relating hereto to which the Lessor or such person, as the case may be, is a party. Upon the sublease or assignment of this Lease by the Lessee, as provided in Section 12, and notwithstanding anything to the contrary contained in this Lease, such sublessee or assignee shall assume all obligations for performance by the Lessee with respect to any liability hereunder, including the obligation to pay for the construction of the Improvements and the installation of the Equipment; and performance by such sublessee or assignee of the obligations of the Lessee shall be deemed to satisfy the obligations of the Lessee hereunder and the Lessor hereby agrees to look solely to such sublessee or assignee for performance of the construction obligations, indemnities and all other obligations of the Lessee under this Lease so long as this Lease is in effect, but such agreement by the Lessor shall not cause the Lessee to be released from its obligations under this Lease, including its obligations expressly surviving the termination of this Lease. Notwithstanding the foregoing, any Secured Party is only liable under this Lease during a period in which any Secured Party is an assignee of the Lessee, and such liability shall immediately terminate when any Secured Party is no longer an assignee of the Lessee. None of the Secured Parties shall be liable for any of the Defaults or Events of Defaults or acts or omissions of the Lessee.

SECTION 6. REDELIVERY OF LEASED PROPERTY; FURTHER CONVEYANCE.

Unless the Lessee purchases the Lessor's right, title and interest in the Leased Property pursuant to Section 3(b) or 10(a) hereof, upon the expiration or termination of this Lease, the Lessee shall concurrent with such expiration or termination, if notified in writing by the Lessor to do so within sixty (60) days prior to the expiration or termination of this Lease, reacquire the Leased Property by accepting delivery of a fully executed special warranty deed conveying all of the Lessor's right, title and interest in the same, which deed shall accompany such notice, whereupon at the Lessee's own risk and expense, all possession and control of the Leased Property in its then condition and state of repair shall become the Lessee's. If the Lessor does not notify the Lessee of the Lessee's obligation to reacquire the Leased Property within sixty (60) days prior to the expiration or termination of the Lease, the Lessee shall nonetheless be required to reacquire the Leased Property, subject to the provisions of this Section 6, upon receiving written notification from the Lessor prior to the expiration or termination of this Lease. In the event that such written notification is not timely received by the Lessee within sixty (60) days prior to expiration or termination of the Lease, the Lessee will not be required to take possession and control of the Leased Property until sixty (60) days have elapsed. The foregoing notwithstanding, the Lessee and the Lessor acknowledge that should an Event of Default occur under the Financing Agreements, the Secured Parties may, pursuant to the Financing Liens, take possession of the Leased Property, including the Equipment, and exercise any of the remedies therein provided.

In the event that the Secured Parties take possession of the Leased Property, including the Equipment, the Secured Parties shall be subject to the provisions of this Lease only during the time that they are the Lessees hereunder.

The Leased Property, upon such redelivery and further conveyance pursuant hereto, shall be free and clear of all other encumbrances except those encumbrances created by the Lessee and then remaining unsatisfied and encumbrances for fees and taxes not yet due and payable (provided that the Lessee pays to the Lessor in cash upon such redelivery, an amount equal to all such fees and taxes giving rise to any such encumbrance upon the Leased Property accrued and unpaid, whether then contingent or due, pro-rated to the date of such redelivery with the Lessee assuming all liability for the payment of the remaining portions of such fees and taxes). The Lessee shall, not less than three (3) years prior to the Expiration Date, or if operation of the Leased Property ceases prior to the Expiration Date, on or prior to the date of cessation of operation, secure for the benefit of the Lessor and its officers, employees, successors and assigns, a bond in the penalty amount of not less than Three Million Dollars ($3,000,000), issued by a company duly authorized to write such bonds in the State of West Virginia, and the condition of drawing on the bond shall be the failure of the Lessee to pay any or all costs directly related to the decommissioning, removal, remediation or cessation of the operation of the Leased Property. The provisions of the preceding sentence shall survive the termination of this Lease, and such bond shall remain in full force and effect until one (1) year after the cessation of the operation of the Leased Property or six (6) months following approval of such removal or remediation under any applicable regulatory authorities, whichever shall be longer in duration.

Upon cessation of the operation of the Leased Property, the Lessee shall, upon the written demand of the Lessor, reacquire the Leased Property in the manner and condition required by, and otherwise in accordance with, all of the provisions of this section, and the Lessor shall not be liable for the reimbursement of the Lessee for any costs and expenses incurred by the Lessee in connection therewith. Upon such redelivery, this Lease, and the PILOT, shall terminate, and the Lessee, or its successors and assigns, including the Secured Parties, shall be subject to ad valorem taxation for its fee simple title in and to the Leased Property.

SECTION 7. WARRANTIES; LIMITATION OF WARRANTIES.

(a) WITHOUT PREJUDICE TO ANY RIGHTS THE LESSEE MAY HAVE AGAINST ANY ARCHITECT, ENGINEER, SUPPLIER OR MANUFACTURER, THE LESSEE ACKNOWLEDGES AND AGREES THAT AS BETWEEN THE LESSEE AND THE LESSOR, AND AT ALL TIMES (BOTH BEFORE COMPLETION AND THEREAFTER), (i) THE SIZE, DESIGN, CAPACITY AND MANUFACTURE OF THE IMPROVEMENTS ARE OF THE SIZE, DESIGN, CAPACITY AND MANUFACTURE SELECTED BY THE LESSEE AND (ii) THE LESSEE IS SATISFIED THAT THE LEASED PROPERTY WILL BE SUITABLE FOR ITS PURPOSES. THE LESSOR REPRESENTS AND WARRANTS, AND THE LESSEE CONFIRMS THAT IT IS AWARE AND AGREES, THAT THE LESSOR IS NOT A MANUFACTURER OR DEALER IN

PROPERTY OF SUCH KIND AND THE LEASED PROPERTY IS LEASED HEREUNDER SUBJECT TO ALL APPLICABLE GOVERNMENTAL LAWS, ORDINANCES, RULES, REGULATIONS, ORDERS AND REQUIREMENTS NOW IN EFFECT OR HEREAFTER ADOPTED AND IN THE STATE AND CONDITION OF EVERY PART THEREOF WHEN THE SAME FIRST BECAME OR BECOMES SUBJECT TO THIS LEASE, WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND BY THE LESSOR, EXPRESS OR IMPLIED, AS TO THE TITLE (EXCEPT AS PROVIDED IN SECTION 3(b) AND 10(a)), MERCHANTABILITY, COMPLIANCE WITH SPECIFICATIONS, CONDITION, DESIGN, OPERATION, FREEDOM FROM PATENT OR TRADEMARK INFRINGEMENT, ABSENCE OF LATENT DEFECTS OR FITNESS FOR USE OF THE LEASED PROPERTY (OR ANY PART THEREOF), OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE LEASED PROPERTY (OR ANY PART THEREOF). Except as expressly provided herein, all risks incident to the matters discussed in this Section 7, as between the Lessor, on the one hand, and the Lessee, on the other, are to be borne by the Lessee. Subject to the terms and conditions of the Financing Agreements, the Lessor hereby assigns to the Lessee all claims and rights which the Lessor may now or hereafter have against third parties in respect of any defect of or damage to the Leased Property or breach of representation or warranty by such third party, and shall cooperate with and comply with all reasonable requests of the Lessee in the preservation, prosecution or enforcement by the Lessee of such claims or rights at the Lessee's sole cost and expense. The provisions of this paragraph have been negotiated, and, except to the extent otherwise expressly stated, the foregoing provisions are intended to be a complete exclusion and negation of any representations or warranties by the Lessor, express or implied, with respect to the Leased Property, whether arising pursuant to the Uniform Commercial Code or any similar law now or hereafter in effect, or otherwise.

(b) The Lessor agrees to provide reasonable assistance to Lessee to facilitate Lessee’s enforcement of all warranty claims and payments against third parties and to allow the Lessee to use any and all proceeds of warranty payments received by the Lessor or the Lessee in respect of the Leased Property to repair and restore any and all damaged or obsolete portions of the Leased Property to the extent permitted under the Financing Agreements.

SECTION 8. ENCUMBRANCES.

(a) Lessee. Except for the Financing Liens, the Repurchase Option and any encumbrances permitted or not otherwise prohibited under the applicable terms and provisions of the Financing Agreements and except to the extent necessary to construct and operate the Project in the normal course of business, the Lessee will not directly or indirectly create, incur, assume or suffer to exist, any encumbrances on or with respect to the Leased Property or any interest of the Lessor, the Secured Parties or the Lessee therein. The Lessee shall promptly, at its own expense, take such action as may be necessary duly to discharge, eliminate or bond in a manner satisfactory to the Lessor and the Secured Parties, any encumbrance not so excepted above if the same shall arise at any time.

(b) Lessor. The Lessor will not directly or indirectly create, incur, or assume, any encumbrances on or with respect to the Leased Property or any interest of the Lessor, the Secured Parties or the Lessee therein. The Lessor shall promptly, at its own expense, take such action as may be necessary duly to discharge, eliminate or bond in a manner reasonably satisfactory to the Lessee, and the Secured Parties, any such encumbrance if the same shall arise at any time.

SECTION 9. MAINTENANCE AND REPAIR; POSSESSION AND USE; MODIFICATIONS.

(a) Maintenance and Repair. During the Lease Term, the Lessee shall maintain the Leased Property in accordance with all relevant provisions of the Financing Agreements. Throughout the Lease Term, the possession, operation and maintenance of the Leased Property shall be at the sole risk and expense of the Lessee.

(b) Possession and Use. The Lessee agrees to use the Leased Property in accordance with all relevant provisions of the Financing Agreements. Notwithstanding the foregoing, the Leased Property will at all times (i) be operated by the Lessee for its intended purpose as an electric generation facility; (ii) be used by the Lessee solely in the conduct of its business; (iii) be and remain in the possession and control of the Lessee; and (iv) be available for inspection by the Lessor at reasonable times and upon reasonable prior notice; provided, however, any Secured Party in possession of the Leased Property may use the Leased Property for any lawful purposes.

(c) (i) Alterations. The Lessee shall have the right and/or the obligation to make such Alterations to the Leased Property in accordance with the relevant provisions of the Financing Agreements, as are permitted or otherwise not prohibited and as may be required from time to time to meet the Lessee's obligations hereunder and under the Financing Agreements or applicable changes in regulations, rules, ordinances, or laws. Except as aforesaid and as may be permitted pursuant to subparagraph (c) above or subsection (ii) below, after the date hereof, the Lessee shall not make any Alterations to the Leased Property or any part thereof without the prior written consent of the Lessor, which consent shall not be unreasonably withheld, conditioned or delayed.

(ii) Title. Notwithstanding anything set forth or implied hereunder, during the Lease Term, the Lessor shall have and own title to the Leased Premises, subject only to the leasehold estates and interests of the Lessee pursuant to this Lease. As described in Section 2(b) above, the Lessee shall transfer all right, title and ownership, including but not limited to, all materials, services, labor or otherwise, during or immediately upon acquisition or construction thereof, of all Improvements and Equipment to the Lessor, without need for further documentation, and all such rights, title and ownership shall vest in Lessor and belong exclusively to Lessor, subject to the Repurchase Option and the Financing Agreements, without further action on the part of either party and without cost or charge to Lessor.

(iii) Encumbrances. The Lessee shall cause any Alteration, title to which shall vest in the Lessor pursuant to subsection (ii) above, to be free and clear of all

encumbrances, except the Financing Liens, the Repurchase Option and those encumbrances permitted or otherwise not prohibited under the applicable terms and provisions of the Financing Agreements.

SECTION 10. LOSS OR DESTRUCTION.

(a) Event of Total Loss. Upon the occurrence of an Event of Total Loss with respect to the Leased Property, the Lessee shall notify the Lessor, and the Secured Parties within two days of the date thereof, and within a reasonable period of time following the date of such Event of Total Loss, the Lessee shall purchase the Leased Property on an "AS IS, WHERE IS" basis with covenants of special warranty, but without other recourse, representation or warranty, express or implied, from the Lessor at a price equal to that to be paid pursuant to Section 3(b), fees and other amounts then due in respect thereof and all other amounts payable to the Lessor hereunder. For purposes of Section 4, such payments shall be deemed to be Rent. Upon such payment being made, this Lease, and the PILOT, shall terminate, and the Lessee shall be subject to *ad valorem* taxation for its title in and to the Leased Property. Until such payment is made, the Lessee shall continue to pay the Basic Rent on each Basic Rent Date.

(b) Risk of Loss; No Release of Obligations. Except as provided in this Section, the Lessee shall bear the risk of loss and shall not be released from its obligations hereunder in the event of any damage to the Leased Property, or any part thereof or any Event of Total Loss relating thereto.

(c) Other Losses. In the event of any loss, destruction, or condemnation with respect to any part of the Leased Property, all insurance proceeds, condemnation awards and other payments payable to the Lessor, or, in respect of the interest of the Lessor, in the Leased Property arising from or in connection with such loss, destruction or condemnation, provided there has not occurred any Default or Event of Default which is then continuing, shall be paid to the Lessee or Lessee may direct that they be paid pursuant to the Financing Agreements. The Lessor hereby agrees that the Lessee may contest any condemnation award.

SECTION 11. INSURANCE.

(a) The Lessee shall maintain in effect, with insurers licensed to do business in the State of West Virginia and reasonably satisfactory to the Lessor, the insurance coverages required to be maintained by the Lessee under the Financing Agreements. The required liability insurance, property insurance and builders' risk insurance shall name the Lessor and the Secured Parties as additional insureds, as their respective interests may appear. The Secured Parties shall also be named as loss payees of the required liability insurance, property insurance and builders' risk insurance. The Lessee shall, upon written request by the Lessor made from time to time, provide the Lessor with such documentation as may be reasonably necessary to confirm the Lessee's compliance with the provisions of this section.

Any policy of insurance required to be carried by the Lessee shall contain a provision that (i) the policy is not subject to cancellation or change, except after the giving of

at least thirty (30) days written notice to all parties named as insured therein, and (ii) that notice is received and accepted that the insured has waived all right of recovery from the Lessor and the Secured Parties for any damage or loss caused by the risks covered in such policy. All policies required to be furnished hereunder, or renewals thereof, shall be procured at or before the beginning of any period during which such policies are required to be kept in full force and effect. Such procurement and confirmation that the policy is in full force and effect shall be satisfactorily evidenced by delivery to the Lessor and the Secured Parties of the policy or a memorandum or certificate thereof bearing the above-mentioned provisions, together with the receipt for the premium payment. All renewals shall be procured at least thirty (30) days prior to the expiration of the existing coverage. All insurance required hereunder to be carried by the Lessee shall be in insurance companies subject to the approval of the Lessor, which approval shall not be unreasonably withheld. The required liability policies shall provide minimum limits of liability of $50,000,000 per occurrence and in the aggregate. The required limits of liability may be satisfied by any combination of primary and excess insurance policies.

(b) The Lessee hereby agrees to indemnify and hold the Lessor harmless from any and all losses, costs, claims, liabilities or damages including reasonable attorney's fees and expenses arising out of or connected with the Lessor's ownership of the Leased Property or the Lessee's use and/or occupancy of the Leased Property or arising out of any breach or default of the Lessee in performance of its obligations under this Lease or arising out of any violations of any law or ordinance by the Lessee, including but not limited to any claim, demand, action, or liability under any federal, state, and/or local environmental law for any act or failure to act, or any event occurring at the Leased Property. In case any action or proceeding is brought against the Lessor by reason of any such claim, the Lessee agrees to resist and defend such action or proceeding by reliable legal counsel and to promptly pay and discharge any final judgment rendered against the Lessor therein, reserving the right to appeal such judgment prior to the payment thereof. The Lessee covenants that it will protect and hold the Lessor harmless against claims for loss, damage or injury, including death of or injury to the person or damage to the property of others, resulting from any wrongful or negligent act or omission of the Lessee, its agents, servants, employees or invitees in, on or about the Leased Property, and it is understood and agreed that the Lessor shall not be liable for any damage or injury to the person or property of the Lessee or their agents, servants, employees or invitees resulting from the wrongful or negligent act or omission of any person other than the Lessor or its agents, servants or employees. The obligations of this section shall survive the transactions contemplated herein and shall survive the termination of this Lease for the applicable period of limitations. In the event a lawsuit is filed naming the Lessee and the Lessor as defendants, settlement by the Lessee with plaintiff(s) will not release it from its obligations to indemnify the Lessor as provided herein.

(c) All insurance required hereunder shall be in place as of the Transfer Date, and certificates of insurance and other evidence of the required policies shall be provided to Lessor prior the Transfer Date.

SECTION 12. NO SUBLEASING OR ASSIGNMENT; LIMITED EXCEPTIONS.

(a) Except as provided herein, the Lessee shall not, without the prior written consent of the Lessor and the Secured Parties, except to the extent required or otherwise provided in, or contemplated by, the Financing Agreements in order to enable the Secured Parties to exercise their rights and remedies thereunder (but without conferring on the Lessee any right or remedy independent of such rights and remedies of the Secured Parties), which consent shall not be unreasonably withheld, conditioned or delayed, assign any of its rights hereunder with respect to all or substantially all of the Leased Property, or sublet, sell or otherwise dispose of its leasehold interest in, or otherwise relinquish possession or control of, any of the Leased Property or any part thereof, or sell or otherwise dispose of its interest in, or otherwise relinquish possession or control of, all or substantially all of the Leased Property. Except as provided herein, the Lessor shall not, without the prior written consent of the Secured Parties, assign any of its rights in the Leased Property, which consent shall not be unreasonably withheld, conditioned or delayed. In any event, no sublease shall be permitted hereunder unless the rights of the Lessee and the sublessee thereunder are expressly subject and subordinate to the rights of the Lessor and the Secured Parties. No lease, sublease or other relinquishment of the possession of the Leased Property or assignment by the Lessee of any of its rights hereunder shall in any way discharge or diminish any of the Lessee's obligations to the Lessor hereunder.

(b) Notwithstanding the foregoing, the Lessee may assign, without the Lessor's written consent, its leasehold interest in the Leased Property to any affiliate of the Lessee, which is controlled by common ownership; provided that no such assignment would operate to release the Lessee from its obligations under this Lease; and provided further that, the foregoing notwithstanding, the Lessee, and its permitted assignees, are permitted to contract with a third party to operate and manage the Leased Property pursuant to an operation and maintenance agreement, without the Lessor's written consent.

(c) The Lessee may also, without the Lessor's written consent, sublet the Leased Property to its affiliates controlled by common ownership, and any such subletting would not operate to release the Lessee from its obligations under the Lease.

(d) Lessee may encumber, mortgage or pledge all or a portion of its rights in this Lease to a Secured Party. Upon the exercise of their respective rights in the event of a default under their respective security documents and the exercise of remedies thereunder, the Secured Parties are permitted to take possession of the Leased Premises and become Lessees hereunder and to assign their rights under any applicable loan documents, as well as any rights to the Leased Premises, without the Lessor's written consent. Each Secured Party may demand (in order of priority of their security interest) a new Lease on the same terms as this Lease if this Lease is ever terminated for any reason other than a bona fide termination under the terms of this Lease. A Secured Party shall have the absolute right: (i) to assign all or a part of its Financing Lien; (ii) to enforce its Financing Lien and acquire title to this Lease by any lawful means; (iii) to take possession of and operate the Leased Premises or any portion thereof, to exercise all of Lessee’s rights hereunder, and to perform all obligations to be performed by Lessee hereunder, or to cause a receiver to be appointed to do so; and (iv) to acquire the estate

created by this Lease by foreclosure, by power of sale, or by an assignment in lieu of foreclosure or other means and thereafter to assign or transfer the Lease to a third party. Lessor's consent shall not be required for the acquisition of the Lease by a third party who acquires the same by foreclosure, power of sale, assignment in lieu of foreclosure, or other means. A Secured Party shall have thirty additional days beyond what is provided in this Lease to respond to any notice required under the terms herein. The provisions of this Section 12(d) shall survive termination, rejection or disaffirmance of the Lease.

(e) Without the Lessor's written consent and to permit or facilitate the construction, operation, maintenance, repair, replacement, or modification of the Project, the Lessee and any Assignee may contract with one or more third parties to operate and manage the Project, enter into licensing agreements with third parties in respect of any aspect of the Project or its operations, enter into shared use agreements or similar agreements in respect of the operation of the Project, or seek any authorization, consent, or approval from any governmental agency or body.

SECTION 13. EVENTS OF DEFAULT.

The term "Event of Default", wherever used herein, shall mean any of the following events under this Lease (whatever the reason for such event and whether it shall be voluntary or involuntary, or come about or be effected by operation of law, or be pursuant to or in compliance with any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

(a) Payments. The Lessee shall fail to make any payment when due of any amount payable by it hereunder and such failure to make such payment shall continue unremedied for thirty (30) days after receipt of written notice from the Lessor that such amounts are due and owing; or

(b) Breach. The Lessee shall fail to perform or observe any other covenant, condition or agreement to be performed or observed by it under this Lease, and such failure shall continue unremedied for thirty (30) days after the Lessor gives the Lessee written notice thereof; however, if such failure may not be remedied in such thirty (30) day period, the Lessee shall, with the consent of the Lessor, which consent shall not be unreasonably withheld, conditioned or delayed, have such additional time as may be necessary to cure such failure so long as the Lessee commences such cure during such thirty (30) day period and diligently pursues such cure thereafter.

SECTION 14. REMEDIES.

(a) Remedies. Upon the occurrence of any Event of Default and so long as the same shall be continuing, without regard to the Lessor's rights and remedies under any related document, the Lessor may, to the extent permitted by applicable law, declare this Lease to be in default by notice to such effect given to the Lessee (with a copy to each Secured Party which has provided notice of the existence of its Financing Lien and contact address to the Lessor in writing), and at any time thereafter, whether or not the Lessor is pursuing its rights

and remedies under any related document, the Lessor may, subject to the Financing Liens and the terms and conditions of the Financing Agreements, exercise one or more of the following remedies, as the Lessor in its sole discretion shall lawfully elect:

(i) The Lessor may proceed by appropriate court action, either at law or in equity, to enforce performance by the Lessee of the applicable covenants of this Lease or to recover damages for the breach thereof. The Lessee acknowledges, agrees and stipulates that subject to its Repurchase Option, should the Lessee fail to immediately deliver and surrender the Leased Property to the Lessor upon the termination of this Lease, for any reason, the remedies of the Lessor at law shall be deemed inadequate and Lessor shall be entitled to injunctive relief against the Lessee in any court of competent jurisdiction in the State of West Virginia in order to regain immediate possession of the Leased Property,

(ii) The Lessor and the Lessor's agents may, to the extent permitted by applicable law, immediately, or at any time after such Event of Default, either by summary proceedings or by any other applicable action or proceedings, re-enter the Leased Property and may take possession of the Leased Property, to the end that the Lessor may have, hold and enjoy the Leased Property, and, to the extent not prohibited by applicable law, in no event shall such re-entry or taking of possession be deemed an acceptance of surrender of this Lease. Except as otherwise provided herein, after the Lessee shall have been dispossessed-by a judgment or by a warrant of any court or judge or after any re-entry by the Lessor, or after any termination of this Lease, whether such dispossession, re-entry by the Lessor or termination shall be by operation of law or pursuant to the provisions of this Lease or otherwise, the Lessee, on its own behalf and on behalf of all persons claiming by, through or under the Lessee, including all creditors (other than the Secured Parties), does hereby expressly waive any and all rights, so far as is permitted by applicable law, which the Lessee or any such person might otherwise have to (A) the service of any notice of intention to re-enter or to institute legal proceedings to that end, (B) repossess the Leased Property, or (C) restore the operation or effectiveness of this Lease. The words "re-enter", "re-entry" and "re-entered" as used in this Lease shall not be deemed to be restricted to their technical legal meanings,

(iii) The Lessor may terminate this Lease and convey and redeliver title to the Leased Property to the Lessee pursuant to, and in accordance with, the provisions of Section 6 of this Lease,

(iv) The Lessor may demand that the Lessee, and the Lessee shall, upon the written demand of the Lessor, surrender possession of the Leased Property promptly to the Lessor in the manner and condition required by, and otherwise in accordance with all the provisions of, this Lease as if the Leased Property were being returned at the end of the term hereof, and the Lessor shall not be liable for the reimbursement of the Lessee for any costs and expenses incurred by the Lessee in connection therewith, or

(v) Notwithstanding the foregoing, the rights and remedies of the Lessor are subject to the Repurchase Option under Section 3 of this Lease and to the Financing Liens and Financing Documents. The Lessor hereby agrees to provide written notice of any Event of Default to the Lessee and to each Secured Party, which has provided notice of the

existence of its Financing Lien and contact address to the Lessor in writing, at the same time and to permit each Secured Party to cure any Default or Event of Default. The Lessor may terminate this Lease and demand that the Lessee, and the Lessee shall, upon the written demand of the Lessor, reacquire the Leased Property in the manner and condition required by, and otherwise in accordance with, all the provisions of Section 6 of this Lease, and the Lessor shall not be liable for the reimbursement for any costs and expenses incurred by the Lessee in connection therewith. Upon termination of this Lease and reacquisition of the Leased Property by the Lessee, the PILOT shall terminate, and the Lessee, or its successors and assigns, including the Secured Parties, shall be subject to ad valorem taxation for its fee simple title in and to the Leased Property.

(b) No Effect on Obligations of Lessee. No termination of this Lease, or repossession by the Lessor or reacquisition by the Lessee of all or any part of the Leased Property or exercise of any other remedy under this Section 14 shall, except as specifically provided herein, relieve the Lessee of any of its liabilities and obligations hereunder, all of which shall survive such termination, repossession or exercise of remedy. In addition, the Lessee shall be liable, except as otherwise provided herein, for any and all unpaid Rent due hereunder up to the date of exercise and consummation of any of the foregoing remedies, including all reasonable legal fees and other costs and expenses incurred by the Lessor and including all costs and expenses incurred in connection with the return of the Leased-Property in the manner and condition required by, and otherwise in accordance with the provisions of, this Lease as if the Leased Property were being returned at the end of the term hereof.

(c) No Exclusive Remedies. No remedy referred to herein is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to above or otherwise available to the Lessor at law or in equity. No waiver by the Lessor of any Default or Event of Default hereunder shall in any way be, or be construed to be, a waiver of any future or subsequent Default or Event of Default. The failure or delay of the Lessor in exercising any rights granted it or them hereunder upon any occurrence of any of the contingencies set forth herein shall not constitute a waiver of any such right upon the continuation or recurrence of any such contingencies or similar contingencies and any single or partial exercise of any particular right by the Lessor shall not exhaust the same or constitute a waiver of any other right provided herein.

(d) Survival of Option to Purchase. Notwithstanding anything set forth herein to the contrary, no Event of Default, exercise of remedies or termination of this Lease shall affect or terminate the Lessee's rights pursuant to Section 3(b) hereof, all of which shall survive the termination of this Lease.

SECTION 15. RIGHT TO PERFORM FOR LESSEE.

(a) If the Lessee shall fail to make any payment of Rent to be made by it hereunder or shall fail to perform or comply with any of its other agreements or obligations contained herein, the Lessor may (but shall not have any duty to do so) itself make such payment or perform or comply with such agreement without thereby waiving any Default or Event of Default. The amount of such payment and the amount of the reasonable expenses of

the Lessor incurred in connection with such payment or the performance of or compliance with such agreement or obligation, together with interest thereon at the contract rate from the date paid or incurred until reimbursed by the Lessee, shall be deemed additional Rent, payable by the Lessee upon demand.

(b) If the Lessee shall fail to make any payment of Rent to be made by it hereunder or shall fail to perform or comply with any of its other agreements or obligations contained herein, the Secured Parties may (but shall not have any duty to do so) make such payment or perform or comply with such agreement or obligation.

SECTION 16. SUCCESSORS, ASSIGNS AND INDEMNIFIED PARTIES.

Except as provided in Section 6 or unless an Event of Default provided in Section 13 shall have occurred and be continuing, the Lessor may not assign or terminate any of its rights hereunder, or transfer title to all or any part of the Leased Property or its interests therein, without the prior written consent of the Lessee and the Secured Parties. Subject to the remedies provided in Section 14, if an Event of Default provided in Section 13 shall have occurred and be continuing, the Lessor may assign any or all of its rights under this Lease to the Secured Parties, without the prior consent of the Lessee. This Lease, including all agreements, covenants, representations and warranties, shall be binding upon and inure to the benefit of, and may be enforced by, (i) the Lessor and its permitted successors and assigns, (ii) the Lessee and its permitted successors and assigns and (iii) the Secured Parties and their successors and assigns.

SECTION 17. LEASE NONRECOURSE TO LESSOR.

Notwithstanding anything herein contained to the contrary, the obligation of each duty or covenant of the Lessor herein shall be without recourse to the Lessor, its officers, employees, directors and agents.

SECTION 18. WORKERS' COMPENSATION COVERAGE.

The Lessee shall subscribe to and carry workers' compensation coverage in accordance with all applicable West Virginia statutes and regulations, for all of its employees employed on the Leased Property who are eligible for workers' compensation coverage. The Lessee shall make all payments and fund contributions necessary to secure and provide full and complete coverage and protection as required by West Virginia law. The Lessee shall, upon the commencement of the term of this Lease and from time to time thereafter upon the request of the Lessor, provide the Lessor with certificates evidencing the existence, validity and payment for the said workers' compensation coverage.

SECTION 19. USE OF LEASED PROPERTY.

(a) The Leased Property shall be occupied only by the Lessee or an assignee of the Lessee approved by the Lessor and the Secured Parties pursuant to Section 12 and by no other person or entity and for no other purpose without the written consent of the

Lessor; provided, however, the Lessee, and its permitted assignees, are permitted to contract with a third party to operate and manage the Leased Property pursuant to an operation and maintenance agreement, without the Lessor's written consent; provided, further, that in such circumstance, the Lessee shall continue to be bound by the terms of this Lease.

(b) The Leased Property shall be used by the Lessee only for the purpose set forth in the recitals hereto. The Lessee shall use the Leased Property for no other purpose without the prior written consent of the Lessor; provided, however, any Secured Party in possession of the Leased Property may use the Leased Property for any lawful purpose.

(c) The Lessee shall not engage in any activity upon the Leased Property that violates any federal, state or local statutes, codes, ordinances or regulations. The Lessee shall, at the Lessee's sole cost and expense, comply with all of the requirements of all county, municipal, state, federal and other applicable governmental authorities, and all reasonable regulations promulgated by the Lessor, written notice of which is given to the Lessee, now in force or which may hereafter be in force, pertaining to the Leased Property, and shall faithfully observe in the use of the Leased Property all municipal and county ordinances and state and federal statutes and the said regulations of the Lessor, now in force or which may hereafter be in force.

SECTION 20. UTILITIES.

The Lessee shall be responsible for and shall promptly pay all charges for water, gas, electricity, sewage, trash removal or any other utility used or consumed in connection with the Leased Property.

SECTION 21. ESTOPPEL CERTIFICATE.

Within ten (10) days after a request by the Lessor, the Lessee shall deliver to the Lessor a written statement, in a form acceptable to the Lessor, certifying that the Lessee has accepted possession of the Leased Property, that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), and the dates to which the Basic Rent and other charges have been paid in advance, if any; and certifying that there are no defenses or offsets thereto, or stating those claimed by the Lessee.

Within ten (10) days after a request by the Lessee or the Secured Parties, the Lessor shall deliver to the Lessee or the Secured Parties, as applicable, a written statement, in a form acceptable to the Lessee or the Secured Parties, as applicable, certifying that the Lessee has accepted possession of the Leased Property, that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), and the dates to which the Basic Rent and other charges have been paid in advance, if any; and certifying that there are no defenses or offsets thereto, or stating those claimed by the Lessor.

SECTION 22. WAIVER.

One or more waivers of any covenants or conditions by the Lessor shall not be construed as a waiver of a subsequent breach of the same or any other covenant or condition, and the consent or approval by the Lessor to or of any act by the Lessee requiring the Lessor's consent or approval shall not be construed to waive or render unnecessary the Lessor's consent or approval to or of any subsequent similar act by the Lessee.

SECTION 23. ACCORD AND SATISFACTION.

No acceptance by the Lessor of a lesser sum than the rents or other charges then due shall be deemed to be other than on account of the earliest of such stipulated rents or charges, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent or other charge be deemed an accord and satisfaction, and the Lessor may accept such check or payment without prejudice to the Lessor's right to recover the balance of such installment or pursue any other remedy provided in this Lease or by Law.

SECTION 24. AMENDMENTS AND MISCELLANEOUS.

(a) The terms of this Lease shall not be waived, altered, modified, amended, supplemented or terminated in any manner whatsoever except by written instrument signed by the Lessor, the Lessee and the Secured Parties.

(b) All agreements, indemnities, representations and warranties contained in this Lease or any agreement, document or certificate delivered pursuant hereto or in connection herewith or therewith shall survive the execution and delivery of this Lease and all such indemnities, representations and warranties, and all such agreements which by their terms so survive, shall survive the expiration or other termination of this Lease.

(c) This Lease shall constitute an agreement of lease and nothing herein shall be construed as conveying to the Lessee any right, title or interest in or to the Leased Property, except as expressly provided herein.

(d) This Lease and all rights of the Lessor and the Lessee hereunder are and shall be subject and subordinate to the Financing Liens covering the Leased Property and to any amendments, modifications, renewals or extensions thereof. In the event that any Secured Party exercises its remedies under the Financing Liens, this Lease shall, if so elected by the Secured Party, terminate upon such foreclosure. The Lessee shall at any time, and from time to time, on demand, execute any instrument that may be reasonably required by the Lessor or the Secured Party for the purpose of more formally subjecting this Lease to the Financing Liens.

(e) This Lease may be executed in any number of counterparts and by the different parties hereto on separate counterparts.

(f) All communications, declarations, demands, consents, directions, approvals, instructions, requests and notices required or permitted by this Agreement shall be in writing and shall be deemed to have been duly given or made when delivered personally or transmitted electronically by facsimile or email, receipt acknowledged, or in the case of documented overnight delivery service or registered or certified mail, return receipt requested, delivery charge or postage prepaid, on the date shown on the receipt therefor, in each case at the address set forth below:

(i)

Wolf Summit Energy, LLC
901 Main Avenue
Norwalk, CT 06851
Attention: Managing Member

With a copy to:

Christopher L. Callas
Jackson Kelly PLLC
P. O. Box 553
Charleston, WV 25322

(ii) The County Commission of Harrison County
Harrison County Courthouse
301 W Main Street
Clarksburg, WV 26301
Attention: President

A duplicate copy of each communication given by any party shall be given to the others and to the Secured Parties or their respective agents, provided, that the Lessee or the Secured Parties have provided notice in accordance with this Subsection 24(f) of each Secured Party, containing each Secured Party's name, mailing address and contact person information.

(g) The Lessee shall not record this Lease without the prior written consent of the Lessor. Either party shall, upon request of the other party, execute and acknowledge a "short form" memorandum of this Lease for recording purposes in accordance with West Virginia law.

(h) This Lease shall be governed by, and construed in accordance with, the laws of the State of West Virginia.

(i) No provision, covenant or agreement contained in this Lease or any obligations herein imposed upon the Lessor for the breach thereof, shall constitute an indebtedness of the Lessor for purposes of West Virginia law or give rise to a charge upon the Lessor's general credit or taxing power or impose upon the Lessor a pecuniary liability. In

making the agreements, provisions and covenants set forth in this Lease, the Lessor has not obligated itself except with respect to the Leased Property, its rights therein and the application of Rent and other amounts payable as hereinabove provided.

(j) The Lessor shall not be required to furnish to the Lessee any facilities or services of any kind, such as, but not limited to water, heat, gas, hot water, electricity, sewerage, trash disposal, and telephone or other communication service used, rendered or supplied upon or in connection with the Leased Property, and the Lessee shall indemnify the Lessor against any liability or damages on such account.

(k) The Lessor shall cooperate with the Lessee in granting, and shall execute such documents as may be reasonably necessary to grant, such easements and/or rights-of-ways in and over the Leased Property as the Lessee shall request and as shall be necessary to the Lessee's use of the Leased Property as contemplated herein to extent that the Lessor has title to the property interest sought by Lessee and has the legal right to grant such property interest.

(l) It is understood and agreed that the relationship of the parties to this Lease shall be that of the Lessor and the Lessee, and that the Lessor has no ownership or other direct interest in the Lessee's enterprise as that enterprise is or may be conducted at the Leased Property. This Lease shall not be construed to create a joint venture or partnership between the parties, nor shall either party be deemed by reason of this Lease to be an agent or representative of the other party.

(m) The Lessee represents and warrants to the Lessor that there are no claims for brokerage commissions or finder's fees in connection with this Lease. The Lessee covenants and agrees to defend, indemnify and hold harmless the Lessor from and against all liabilities arising from any such claims.

(n) The Lessor represents and warrants to the Lessee that there are no claims against the Lessor for brokerage commissions or finder's fees in connection with this Lease. To the extent permitted by West Virginia law, the Lessor covenants and agrees to defend, indemnify and hold harmless the Lessee from and against all liabilities arising from any such claims.

(o) If any provisions of this Lease shall be held to be invalid or unenforceable, the remaining provisions of this Lease shall in no way be affected or impaired and such remaining provisions shall continue in full force and effect.

(p) The captions or titles of the paragraphs or sections of this Lease are for convenience and reference only, and are in no way to be construed as defining, limiting or modifying the scope or intent of the various provisions of this Lease.

(q) No inference shall be drawn in favor of or against any party hereto because of such parties participation, or the participation of its counsel, in the drafting of this Lease.

(r) This Lease constitutes the entire agreement of the parties with respect to the subject matter hereof and amends and restates, and supersedes in its entirety, the Original Lease.

SECTION 25. REPRESENTATIONS AND WARRANTIES, ETC.

(a) Lessor Representations, Warranties, Agreements and Findings. The Lessor hereby represents, warrants, agrees, finds and confirms its findings that:

(i) The Lessor is a public corporation, acting on behalf of the County, a political subdivision of the State of West Virginia (the "State"), validly created and existing under the Constitution and laws of the State, and is authorized and empowered by the provisions of the Constitution and laws of the State to enter into this Lease.

(ii) The Lessor has found, and hereby finds, that the agreements herein contained and the consummation of the transactions in connection herewith will promote the public interest and public purposes by, among other things, providing certainty and soundness in fiscal planning and promoting the present and prospective prosperity, health, happiness, safety and general welfare of the people of Harrison County.

(iii) The execution of this Lease and the consummation of the transactions in connection herewith and therewith, have been approved by the Lessor at one or more duly called and constituted meetings, throughout which quorums of duly elected, qualified and acting members of the Lessor were present and acting. The Lessor's agreement to the acquisition, construction and equipping of the Project and its authorization for the execution of this Agreement are set forth in a Resolution and Order adopted on April 9, 2015.

(b) Lessee Representations, Warranties and Agreements. The Lessee represents, warrants and agrees that:

(i) It is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware, and is duly qualified and authorized to conduct affairs or do or transact business in the State, with full power and legal right to enter into this Lease and to perform its obligations hereunder.

(ii) The making and performance of this Lease and all documents, agreements and instruments in connection herewith, on Lessee's part, are not prohibited under and have been duly authorized in accordance with, and will not violate the terms and provisions of, Lessee's articles of organization and operating agreement, and are not prohibited by, and will not violate or conflict with or constitute a default under, any statute, order, governmental rule or regulation, agreement, instrument or document by which Lessee or any of its properties are bound.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have each caused this Amended and Restated Lease Agreement to be duly executed by their respective officers or other representatives thereunto duly authorized as of the date first above written.

THE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA,
Lessor

By: _____
Name: _____
Title: _____

WOLF SUMMIT ENERGY, LLC, Lessee

By: _____
Name: _____
Title: _____

STATE OF WEST VIRGINIA

COUNTY OF HARRISON, TO-WIT:

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by Susan Thomas, President of The County Commission of Harrison County, West Virginia, a public corporation of the State of West Virginia, on behalf of such public corporation.

My commission expires: _____.

_____
Notary Public

[SEAL]

STATE OF CONNECTICUT

COUNTY OF FAIRFIELD, TO-WIT:

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by _____, an authorized representative of Wolf Summit Energy, LLC, a Delaware limited liability company on behalf of such limited liability company.

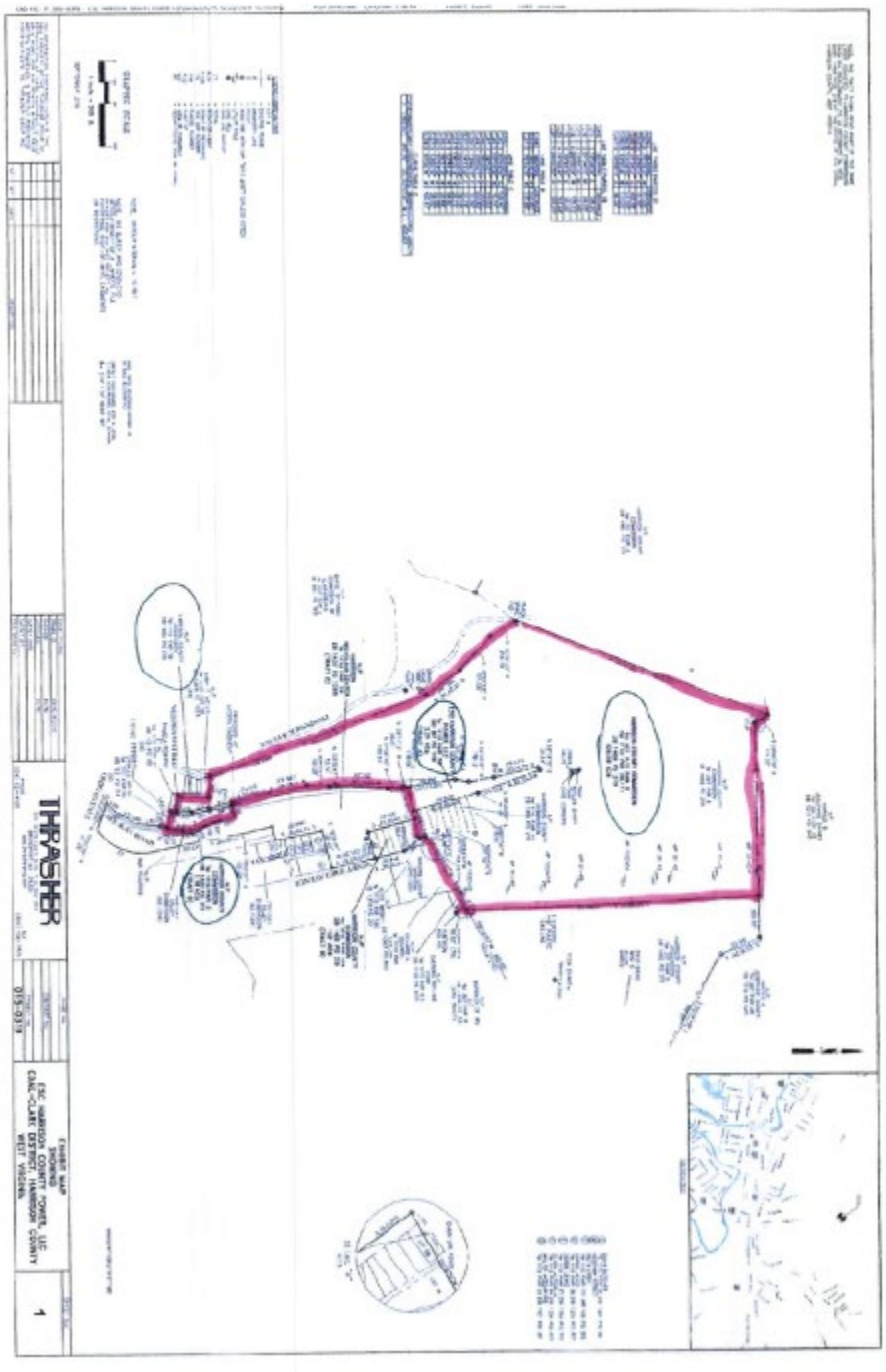
My commission expires: _____.

_____
Notary Public

[SEAL]

EXHIBIT A

DESCRIPTION OF LAND



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

WHEREAS, the Harrison County Commission wishes to participate 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, if awarded, 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 application for the WV Spay Neuter Assistance Program grant through the West Virginia Department of Agriculture, for the Harrison County Animal Control for Fifteen Thousand Dollars, ($15,000) and not more than Twenty Thousand ($20,000) and commits to the match if required.

PASSED by the Harrison County Commission on this the 15th day of January 2025.

_____

Susan Thomas, President
Harrison County Commission

ATTEST:

_____

John Spires, County Clerk

A-1

United States of America

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

Clerk's Fiduciary Report

Estate from Wednesday, January 1, 2025, through Tuesday, January 7, 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, Friday, January 3, 2025, the following matters were disposed of in the presence of the Clerk:

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

DAVID WILLIAM WILSON, who was named in the last will and testament of **DARREN LEE WILSON**, deceased, as EXECUTOR thereof, qualified as such. No bond was required.

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

KELLY MARIE ANDREWS, who was named in the last will and testament of **CONDA KAY MACE**, deceased, as EXECUTRIX thereof, qualified as such. No bond was required.

C-1

Enlarged Hepzibah Public Service District
Regular Board Meeting

Monday
January 13, 2025
4:30PM

AGENDA

1. Call meeting to order

2. Elect Officers

3. Reading of the Minutes and Approval of Check Signing Document

4. Manager's Report

5. Old Business
   A. Review & Approve 4th ARPA Payment Request

6. New Business
   A. Discuss Employees' available vacation & personal time at end of calendar year 2024 (if any over 40 hours)
   B. Revisit and Review Employee Handbook
   C. Review, Discuss & Approve Thrasher Engineering's Proposed Engineering Study for Enlarged Hepzibah PSD to provide water to the Town of Lumberport

7. Public Comments

8. Adjournment

THIS MEETING WILL BE HELD AT SUN VALLEY PUBLIC SERVICE DISTRICT'S OFFICE, LOCATED AT 18 SABLE CIRCLE, REYNOLDSVILLE, WV 26422

C-2

Sun Valley Public Service District
Regular Board Meeting

Tuesday
January 14, 2025
3:30PM

AGENDA

1. Call meeting to order

2. Elect Officers

3. Reading of the Minutes and Approval of Check Signing Document

4. Manager's Report

5. Old Business
   A. Review & Approve 6th Payment Request for Phase III-A Sewer Collection System Upgrades Project

6. New Business
   A. A. Discuss Employees' available vacation & personal time at end of calendar year 2024 (if any over 40 hours)
   B. Revisit and Review Employee Handbook

7. Public Comments

8. Adjournment