Harrison County Commission Meeting
Wednesday, August 20, 2025
10:00 A.M.

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

Join Zoom Meeting
****
https://us02web.zoom.us/j/7628160712
Dial: 1-646-568-7788
Meeting ID: 762 816 0712
Passcode: 26301

Appointments:
10:00 A.M. --- Call to Order --- Invocation --- Pledge of Allegiance
10:05 A.M. --- Special Funding Request from Shinnston Soccer Association requesting $2,000 for soccer field equipment replacement
10:10 A.M. --- Special Funding Request from Harrison County Livestock Association requesting $3,000 to rent tents for their livestock show
10:15 A.M. --- Special Funding Request from the Italian Heritage Festival requesting $5,000 to assist with expenses for electrical upgrades beside the courthouse

NEW BUSINESS – Action Items for Consideration or Approval:

1. **Public Comment Period**
2. **Consent Agenda**
3. **Payroll Change Notices:**
   - **A.** Bianca Jamen – 911 – Probationary Period Completed – Effective August 25, 2025
   - **B.** Tyara Martin – 911 – Leave w/o pay – Effective August 9, 2025
   - **C.** David Gonzalez – Parks & Rec – Part time to Full time – Effective August 25, 2025
   - **D.** Allison Boggs – Animal Control – Resignation – Effective August 26, 2025
4. **Minutes and/ or Amended Minutes of Previous Meetings**
   - **A.** Special Meeting Minutes for July 29, 2025
5. **Requisitions --- Purchase Orders --- Invoices**
   - **A.** Quotes
   - **B.** Vendor List of Payments
6. **Exonerations --- Corrective Tickets --- Joint Property Applications:**
   - **A.** Exonerations
   - **B.** Corrective Tickets
   - **C.** Joint Property Applications

7. **Consideration of Approval of a Project Fund Requisition for the payment of cost associated with the project to be financed from proceeds of the Series 2019 Bonds issued for the Charles Pointe Economic Opportunity Development District, Series 2021 A & B (Development District No. 3 White Oaks Project No. 2) & Series 2008 A (Charles Pointe Project No. 2- North Land Bay Improvements: (None)**
8. **Review—Discuss—Consider** United International condemnation and updated exhibit (potential executive session to discuss active litigation pursuant to the attorney-client privilege)
9. **Review—Discuss—Consider** Joint Petitioner's proposed Order Approving the Asset Purchase Agreement between Summit Park Public Service District and the Clarksburg Sanitary Board
10. **Review—Discuss—Consider** Engagement Letter from the Harrison County Development Authority to Collaborate on a Utility Feasibility Study for the Harrison County Development Authority & Harrison County Commission Properties located on 279
11. **Review—Discuss—Consider** giving the Deputies an additional .5% raise
12. **Review—Discuss—Consider** Promoting Michelle Tonkin to Assistant County Administrator (Potential Executive 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)
13. **Review—Discuss—Consider** Change Order #2 CEC Route 19 Feasibility Study Ecological permitting scope of work (ARMY Corp)
14. **Review—Discuss—Consider** Firework Ordinance
15. **Review—Discuss—Consider** Raising 911 Fees
16. **Review—Discuss-- Consider** Order Appointing Alex J. Harclerode to the Charles Pointe Community Enhancement District Board
17. **Review—Discuss—Consider** Hiring a Grant Writer/Manager instead of a Grant Administrator
18. **Review—Discuss—Consider** Due to the ongoing sewer and drainage issues in Modoc Alley, instruct McKinley to publish an RFP for emergency sewer repair at the GSB. The RFP will not be issued until the official report prepared by Blood Hound is received and reviewed by McKinley, County Commissioners and County Attorney.
19. **Review—Discuss—Consider** Parking lots
    - Allocating Spaces for Employees and Public Parking
    - Cost
    - Signage
    - Payment Options
20. **Review—Discuss—Consider** Awarding Bid for Fire Study
21. **Review—Discuss—Consider** Awarding Bid for the equipment to be utilized at the 3 new HCC parking lots
22. **Review—Discuss – Consider** Setting dates and times for 2-3 Public Meetings with stakeholders who have an interest in development options at the Ellis Property
    - Discussion will be of who to invite including providing contact info

23. **Review—Discuss—Consider** Zayo on Lost Creek trail
    - Needs signs on trail to warn of work or to indicate trail is closed
24. **Review—Discuss—Consider** Chad Biller/Thrasher – to provide cost of fixing Lost Creek rail trail
25. **Review—Discuss—Consider** Approving Thrasher contract/ Task Order for work on Rt. 19 to Reynoldsville trail.
    - Funds have been set aside for this project
26. **Review—Discuss—Consider** Setting aside funds for work on the rail trail from the VA to Lost Creek
    - Currently no funds are allotted to this project
27. **Review—Discuss—Consider** Status update of Charles Pointe negotiations and lawsuits (Potential Executive Session to discuss active litigation pursuant to the attorney-client privilege)
28. **Review—Discuss—Consider** Freeze all spending/expense relating to the re-organization of bonds (i.e MuniCap, Steptoe & Johnson)
    - Amount spent to date on Charles Pointe Bond Restructuring

    (Potential Executive Session to discuss active litigation pursuant to the attorney-client privilege)
29. **Review—Discuss—Consider** Hiring a County Attorney vs Outsourcing Legal Services (Potential Executive Session to discuss active litigation pursuant to the attorney-client privilege)
30. **Review—Discuss—Consider** Budget Revisions from the Sheriff for Security(730)
    - $1,273.60 from line item 027-730-225-00 to line item 027-730-345-00
31. **Review—Discuss—Consider** Letter to the Alcohol Beverage Control Administration –
    - Ovies Wine Cellar, LLC dba Haunting Hill
      434 Jacobs Road
      Mount Clare, West Virginia 26408
32. **Review—Discuss—Consider** Letter to the Alcohol Beverage Control Administration –
    - Tubby's Café
      269 Factory Street
      Clarksburg, West Virginia 26301
33. **Review—Discuss—Consider** Request to Travel for Pegi Bailey to go to the Bridgeport Conference Center for OEM Conference
34. **Review—Discuss—Consider** Request to Travel from 911 Employees to go to WV Telecommunicators Conference at Bridgeport Conference Center on October 7-9, 2025
    - **A.** Chris Cutright
    - **B.** Bryce Delgado
    - **C.** Jesua DeProspero
    - **D.** Megan Fox
    - **E.** Matthew Gump
    - **F.** Mica Love
    - **G.** Tyara Martin
35. **Review—Discuss—Consider** Request to Travel for Robert Leonard from Planning to go to Asbestos Inspector Refresher Class 2025 on August 15, 2025

36. **Review—Discuss—Consider** Request to Travel for Robert Leonard from Planning to go to WVCOA Fall 2025 Seminar on September 4-5, 2025 in Flatwoods
37. **Administrator's Report**
38. **Commissioner Comments – Questions**

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

A. **Weekly Fiduciary Report from the County Clerk**
    1. July 30, 2025 through August 5, 2025
    2. August 6, 2025 through August 12, 2025
B. **Monthly Fiduciary Commission Settlements:**
C. **Monthly Minutes/ Financial Information from Various Boards, Committees, and Public Service**
    1. Enlarged Hepzibah PSD Regular Meeting Agenda for August 11, 2025
    2. Enlarged Hepzibah PSD Regular Meeting Minutes for July 14, 2025
    3. Sun Valley PSD Regular Meeting Minutes for July 8, 2025
    4. Sun Valley PSD Outstanding Invoices as of July 31, 2025
    5. Sun Valley PSD Regular Meeting Agenda for August 12, 2025

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

10:05

HARRISON COUNTY COMMISSION
SPECIAL FUNDING REQUEST

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

Date of Request: 7/29/2025

Organization Name: Shinnston Soccer Association

Name and Title of Requester: Joshua Parsons - President

Mailing Address of Organization and Responsible Person:
PO Box 303 Shinnston West Virginia 26431
If approved, this is where the check will be sent

Telephone: 681-460-2161 Fax: _____ E-mail: shinnstonsoccer@gmail.com

FEIN# 82-2833200 Is your organization an IRS 501(c) 3 not-for-profit? Yes N
If yes, attach IRS Status Letter
If no, please explain: _____

TOTAL Cost of Project/Activity: $ 2000

Dollar Amount REQUESTED - Grant: $ 2000 Loan: $ _____

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

Have you previously received funds from the Harrison County Commisson: Y N
If Yes, how much? If funded multi years - list by fiscal year?
When: 2022 ; how much: $ 1000
When: _____ ; how much: $ _____
When: _____ ; how much: $ _____

Purpose of request (one sentence): Soccer field maintenance and work - equipment replacement

If for a fair/festival/event, give dates and location: Date: _____ Location: _____

Describe the proposed activities with dollar amounts to be funded by this request:
We are in the process of doing maintenance to our soccer fields. Our fields are played on by over 100 kids in a given season and the equipment is starting to age. We will need field paint, fixes to our benches and scoreboards, soccer balls, and other equipment that has began to age and fall apart.

Are your financial statements audited by an outside accounting firm? Y N X
If Yes, by whom:

Do you plan to recognize the Harrison County Commission 's contribution? Y X N
If Yes, how? A sign thanking them

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

Please attach to this Request the following:

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

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

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

Signature and Title of Applicant Joshua Parsons **Date** 7/29/2025

For Official Use:

This funding request is: APPROVED NOT APPROVED TABLED

Amount Approved: $_____ Paid Date: _____

With the following notations:

_____

_____

_____

Action taken at Harrison County Commission meeting on: _____

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

DEPARTMENT OF THE TREASURY

Date: FEB 28 2019

SHINNSTON SOCCER ASSOCIATION
80 MAIN STREET
SHINNSTON, WV 26431-0000

Employer Identification Number:
82-2833200
DLN:
26053435014569
Contact Person:
CUSTOMER SERVICE ID# 31954
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
January 15, 2019
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

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

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

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

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

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

10:10

HARRISON COUNTY COMMISSION
SPECIAL FUNDING REQUEST

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

Date of Request: 8/4/2025

Organization Name: Harrison County Livestock Association (HCLA)

Name and Title of Requester: Fred O. Law , Secretary

Mailing Address of Organization and Responsible Person:
1117 Blue Lick Rd, Lost Creek, WV 26385 Fred O. Law
If approved, this is where the check will be sent

Telephone: 304-745-3775/ 304-844-0482 Fax: _____ E-mail: bluelicktech@gmail.com

FEIN# 84-2009647 Is your organization an IRS 501(c) 3 not-for-profit? (•) Y ( ) N
If yes, attach IRS Status Letter
If no, please explain: _____

TOTAL Cost of Project/Activity: $ 8,000

Dollar Amount REQUESTED - Grant: $ 3,000 Loan: $ _____

Was project funded previously by HCC? Y (•) N ( ) If so, when Sept 2025 ; how much: $ 3,000

Have you previously received funds from the Harrison County Commisson: Y N
If Yes, how much? If funded multi years - list by fiscal year?
When: Sept 2022 ; how much: $ 1,500
When: Sept 2023 ; how much: $ 3,000
When: Sept 2024 ; how much: $ 3,000

Purpose of request (one sentence): To purchase tents to house livestock animals and to have enclosed showring

If for a fair/festival/event, give dates and location: Date: 8/14-16/2025 Location: Summit Park

Describe the proposed activities with dollar amounts to be funded by this request:
HCLA is having its annual livestock show. We are having a two day event to include a sale and additional exhibitors have shown an interest from both FFA and 4-H. Due to the number of animals and having a sale, a large tent is needed. The cost of the 40 x120 tent is $ 4,095. The other costs are prizes and other necessary items needed to have the show. A show ring is being borrowed from Braxton County and Cattle Panels are being borrowed from Fosters.

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

Do you plan to recognize the Harrison County Commission 's contribution? (•) Y ( ) N
If Yes, how? During the show and sale, the Commission will be announced

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

Please attach to this Request the following:

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

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

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

Signature and Title of Applicant Fred O. Law, Secretary **Date** 8/4/2025

For Official Use:

This funding request is: APPROVED NOT APPROVED TABLED

Amount Approved: $_____ Paid Date: _____

With the following notations:

_____

_____

_____

Action taken at Harrison County Commission meeting on: _____

Make plans to join us at the

4th Annual Harrison County 4-H/FFA Livestock Sale

August 16, 2025
Summit Park













10:15

HARRISON COUNTY COMMISSION
SPECIAL FUNDING REQUEST

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

Date of Request: 8.13.25

Organization Name: WV Italian Heritage Festival (WVIHF)

Name and Title of Requester: William Boyles - Chairman of the Board

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

Telephone: 304 622-7314 Fax: _____ E-mail: wvihf@wvihf.com

FEIN# 31-0961429 Is your organization an IRS 501(c) 3 not-for-profit? (Y) N
If yes, attach IRS Status Letter
If no, please explain: _____

TOTAL Cost of Project/Activity: $ 423,000

Dollar Amount REQUESTED - Grant: $ 5,000 Loan: $ _____

Was project funded previously by HCC? (Y) N If so, when 2024; how much: $ 3000

Have you previously received funds from the Harrison County Commisson: Y N
If Yes, how much? If funded multi years - list by fiscal year?
When: 2024 ; how much: $ 3000
When: 2023 ; how much: $ 2500
When: 2022 ; how much: $ 2000

Purpose of request (one sentence): _____

If for a fair/festival/event, give dates and location: Date: 8/29 - 8/31/25 Location: Clarksburg WV

Describe the proposed activities with dollar amounts to be funded by this request:
See attached letter!

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

Do you plan to recognize the Harrison County Commission 's contribution? Y (N)
If Yes, how? Name on Festival sponsor list, Website, Souvenir book and on our Schedule of Events (5000)

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

Please attach to this Request the following:

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

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

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

Signature and Title of Applicant Bill Bayles **Date** 13 Aug 25

For Official Use:

This funding request is: APPROVED NOT APPROVED TABLED

Amount Approved: $_____ Paid Date: _____

With the following notations:

_____

_____

_____

Action taken at Harrison County Commission meeting on: _____

Purpose of Request:

Describe the proposed activities with dollar amt.to be funded by this request:

To assist with expenses for electrical upgrades beside courthouse that are needed to improve and guarantee quality sound for the main stage including headliners at the WV Italian Heritage Festival, which is viewed by at least 5000 visitors and spectators throughout the 3-day festival weekend. These upgrades may be beneficial for other groups or organizations that use the courthouse plaza throughout the year and need quality sound as well.

IRS Department of the Treasury
Internal Revenue Service
P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248164828
Apr. 10, 2012 LTR 4168C E0
31-0961429 000000 00
00015779
BODC: TE

WEST VIRGINIA ITALIAN HERITAGE
FESTIVAL INC
PO BOX 1632
CLARKSBURG WV 26302-1632

7917

Employer Identification Number: 31-0961429
Person to Contact: Tonya Morris
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Mar. 30, 2012, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in September 1979.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section 509(a)(2).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Please refer to our website www.irs.gov/eo for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,

S. A. Martin, Operations Manager
Accounts Management Operations

WVIHF Officers

Bill Boyles - Chairperson	***Betty Waddy - Vice Chairperson***	***Richard Viglianco - Treasurer***	***Ed Boggess - Secretary***
1243 Norma Lane	86 2nd Street	3120 Krepps St	
Shinnston, WV 26431	Shinnston, WV 26431	Morgantown, WV 26505	
Cell: 304.641.7702	Cell: 304-695-7951	Cell: 304.685.2387	Cell: 304-641-8111
wdboyles@gmail.com	betty72366@yahoo.com	rviglianco@yahoo.com	bird33@gmail.com

WVIHF Board Members

Lauren Moore	***Rocky Romano***	***Tina Cullen***	***Gabriel Rhoades***
731 Long Street	205 Candlelight Dr	1246 Country Club Rd	8130 Sinclair Lane
Bridgeport, WV 26330	Clarksbug, WV 26301	Clarksburg, WV 26301	Stonewood, WV 26301
Cell: 304.709.2523	Cell: 304-641-6778	Cell: 304.677.5842	Cell: 304.685.8232
laurenmoore32981@gmail.com	rockyromano824@gmail.com	tinade72@msn.com	gabriel.rhodes@k12.wv.us

Rob Garcia	***Tyke Martino***	***Rose Mazza***	***Lindsey Fragman***
1519 Briarwood Road	704 Mulberry Avenue	122 Carriage Lane	63 Hoke Farm Way
Bridgeport, WV 26330	Clarksburg, WV 26301	Bridgeport, WV 26330	Mechanicsburg, PA 17050
Cell: 304.612.4401	Home: 304.622.3174	Cell: 304.641.7975	Cell: 304.206.5210
wvfinal4@gmail.com	Cell: 304.629.0541	rmazza@mix.wvu.edu	
	Ttyke1@aol.com		lindsey@lindseylowe.com

Jan McNemar	***Stephen Pishner***	***Jenna Robey***	***Betty Waddy***
126 Maryland Ave	117 South Park Avenue	317 W Philadelphia Ave	86 2nd Street
Nutter Fort, WV 26301	Clarksburg, WV 26301	Bridgeport, WV 26330	Shinnston, WV 26431
Home: 304.623.3018	Home: 304.622.8933	304.629.8786	Cell: 304-695-7951
Work: 681.342.1999	Work: 304.842.2283	seeyouincourt19@aol.com	betty72366@yahoo.com
Cell: 304.203.8617	Cell: 304.641.5910		
iskate1@frontier.com	italia212@frontier.com		
Marsha Viglianco	***Tyler Terango***	***Mary "Weege" Vargo***	***Randall Lynch***
123 Roosevelt Rd	107 Brannon Street	304 Oakview Drive	
Clarksburg, WV 26301	Stonewood, WV 26301	Bridgeport, WV 26330	
Cell: 304-844-4397	Cell: 304.203.4505	Home: 304.842.3074	cell: 304-874-0430
daycareflowers@aol.com	tterango@gmail.com	Cell: 304.677.3031	
		weegewv@yahoo.com	

Provisional Members and Liasons

Mary Frances Beto-Smith	***Jim Malfregeot - City Liasion***
1519 Briarwood Road	613 E. Main St
Bridgeport, WV 26330	Clarksburg, WV 26301
Cell: 304.694.2472	Cell: 304.677.1083
mfsmith711@gmail.com	absolute613@aol.com
Steve Annese	**Brandon LeRoy**
404 Elm Drive	
Bridgeport, WV 26330	
Cell: 304-629-1379	Cell: 304-476-2388
fless32894@gmail.com	branleroy3@gmail.com
Rachel Romano	**Maria Bailey**
103 Cannery Lane	
Clarksburg, WV 26301	
Cell: 304.838.0510	Cell: 304-677-3860
rromano29@gmail.com	
DJ Navarini	
djnavarini@gmail.com	

WVIHF Budget	2024-2025
Revenue	
Fundraising	25000
Beer Bands	6728
Beer Booth Sales	25000
Bocce Tournament	500
Donations	5000
Elimanation Dinner	28000
Fritti Festival	10000
Fritti Monthly	12000
Gala	14,000
Golf Tournament	25000
Grants	30,000
Honorees Dinner	10,000
Ice	250
Jumbo Tron	1000
Pasta Dinner	3000
Pasta 5K Race	2000
Pasta Cook-OFF	12000
Queens Court	3000
Scholarship App Fee and Donations	500
Soda Booth	10000
Souvenior Book Ad Income	12000
Souvenior Book Sales	2000
Sponsorship	160,000
Vendor	41000
Wine	5000
WVIHF T'shirt	4000
Total	**446978**

Festival Disbursements	
Advertising	4000
Beer Bands	500
Beer Booth Management	3500
Beer Festival Weekend	15000
Bocce Tournament	250
Elimantation Dinner	14000
Entartainment Childrens	7500
Entertainment Talent	65,000
Entertainment Main Stage Production	120000
Fritti Festival commissions	1000
Fritti COGS	8,500
Gala	14000
Golf Tournament	11250
Honorary council	1000
Honorees Dinner	10000
Insurance	4000
Ice	2500
Office Rent (Upkeep)	7,500
Office General Expendintures	1100
Office Copier Lease	6500
Pasta Dinner	250
Past Cookoff	3000
Pasta 5K	3000
Postage	2000
Parade	5600
Queens Court	2500
Salaries & Wages Office	30,000
Scholarship Disbursement	500
Soda Booth Management	1700

Soda Booth Product	4000
Souveior Book adminstrative Payroll	2000
Souveior Book Printing	7000
Streets	34000
Taxes and Licenseses	3000
Utilities	4000
WVIHF T'shirt	2500
Wine Expense	2500
Wine Booth Management	750
Montly Loan Repayment	24,000
EOY Loan Bulk Payment	15000
CD Funding	2,578
Promissory Note Debt	0
Total	446978

Sponsor	Amount Paid	Committed
AC/GC Cleaning Services		$300.00
Amos Carvelli Funeral Home	$1,500.00	
Aperol Spritz		$1,500.00
Applied Construction - Jacquie Dean	$3,000.00	
Asphalt Kings, LLC	$500.00	
Bad Lizard & Granite	$100.00	
Beverage Distributors		$6,000.00
Bill Pulice - Allstate	$500.00	
Black Bear Chrysler	$1,000.00	
Blueridge Risk Partners		$500.00
Bridgeport CVB		$5,000.00
Bridgeport & Clarksburg Family Denistry	$500.00	
Board of Education		$5,000.00
Budget Blinds	$50.00	
Burnside Funeral Home	$100.00	
Cashland Pawn Shop	$50.00	
Central Van & Storage	$500.00	
Central Supply Co	$250.00	
Chenoweth	$500.00	
City of Clarksburg		$5,000.00
Clarksbure Beauty Academy	$50.00	
Clarksburg CVB		$5,000.00
Crown Mitsubishi	$1,000.00	
D'Annunzio Foundation		$1,500.00
Dan Cava Toyota	$40,000.00	
Davis Funeral Home		$5,000.00
EQT	$3,000.00	
E&S Ready Mix	$100.00	
Edward Jones Lex Singleton	$50.00	
Energy Resorce Group	$2,000.00	
Harcleroad Law PLLC		$500.00
First Guaranty Bank	$500.00	
HARCO	$100.00	
Harmer Funeral Home	$100.00	
Harrison County Commission		$5,000.00
Harrison County Cultural Foundation	$1,000.00	
Harry Green 7 Acres	$100.00	
Hearing Solutions	$500.00	
Holly's Tours		$300.00
Hope Gas		$5,000.00
Hudson Diversified Energy		$1,500.00

James & Law	$250.00	
Jenkins Subaru	$3,000.00	
Joe R Plye	$3,000.00	
Wesbanco	$1,500.00	
Kelly's 2.0		$500.00
Ken Ganley Kia	$500.00	
Kitchen & Spice Company	$50.00	
Laura Goff Davis		$500.00
Looking Glass Consignment	$50.00	
Louie Spatafore	$1,000.00	
Madia Law	$1,500.00	
Matt Wanstreet Family		$5,000.00
Mark Vecchio DDS	$250.00	
Muriales	$500.00	
Mark Richards Racing	$100.00	
Michael Scordato Knights of Columbus Virtus Agency	$1,000.00	
Mike Ross	$5,000.00	
Miley Legal Group	$250.00	
Mountainer Hydraulics inc	$50.00	
Nuzum Trucking	$100.00	
North Central Regional Airport	$5,000.00	
Parkette	$50.00	
People's Bank	$1,000.00	
Perine Memorial Group (Funeral Home)	$250.00	
Peter Mcelwee or Stanley?	$100.00	
Rob Johnson	$250.00	
In Memory of Lucie & Melvin Romano	$4,000.00	
Smallwood Sanitation	$1,000.00	
Sudsberry	$50.00	
T. G. Handyman Services		$250.00
Teddy Lopez with Baker Tilly		$250.00
VFW	$50.00	
Viglianco Family	$2,800.00	$1,200.00
WACO Oil and Gas - Ike Morris	$5,000.00	
West Union Bank	$850.00	
WCO Flooring Rocky Manchin	$500.00	
Wilson Martino Dental	$250.00	
Wm Marconi Lodge Sons & Daughters #1140		$300.00
WV auto glass	$50.00	
WV Lottery		$2,500.00
WV State Building & Construction Trades	$500.00	
WV Fitness	$50.00	
WV Legislative Grant		$17,821.00

WVU Medicine- United Hospital Center	$225.00	$1,275.00
	$97,125.00	$76,396.00

West Virginia Italian Heritage Festival
Profit & Loss
November 2023 through October 2024

	Nov '23 - Oct 24
Ordinary Income/Expense	
Income	
43900 · Authors Forum Income	250.00
43800 · Misc Festival Income	1,494.00
43700 · Ice Income	2,185.50
43600 · Shipping Income	12.90
43500 · Square Fees Income	456.52
43400 · Photo Contest Income	340.00
43300 · Raffle Income	37,979.90
43200 · Bingo Income	11,305.40
43100 · VIP Income	150.00
43000 · 12 Days of Christmas	4,115.00
42900 · Wine Tasting	1,225.91
42700 · Beers Bands	7,268.00
42600 · Beer Sales - Festival	15,057.00
42500 · Donations	950.00
42400 · Canned Pepper Contest Income	70.00
42200 · Merchandise Sales	8,381.65
42100 · Light Pole Banners	3,277.00
42000 · Homemade Wine Contest	125.00
41900 · Gun Raffle	728.00
41850 · Aperol Spritz	2,112.00
41800 · Wine Booth	1,980.00
41700 · VIP Tent Income	4,125.00
41600 · Vendor Booths	41,464.00
41500 · Sponsorships	150,800.00
41400 · Spaghetti Dinner	1,687.99
41300 · Souvenir Book Sales	1,080.00
41200 · Souvenir Book Ads	8,000.00
41100 · Soda Sales - Festival	4,407.00
41000 · Scholarship App Fees	1,258.00
40900 · Queens Court Income	2,220.00
40800 · Pasta Cook-off	4,610.00
40700 · Honoree's Dinner Ticket Sales	5,393.00
40600 · Golf Tournament	29,380.00
40550 · Other Gala Income	600.00
40500 · Gala Ticket Sales	12,595.00
40450 · Friti Sales - Other	2,916.00
40400 · Fritti Sales - Sunday	15,344.50
40350 · Winterfest	733.00
40300 · Friti Sales - Festival	7,042.00
40200 · Elimination Dinner	25,551.00
40100 · Bocce Tournament	2,500.00
40050 · Grants Income	27,821.00
40000 · 5K Run	3,115.00
Total Income	452,106.27
Gross Profit	452,106.27
Expense	
74000 · Huntington Cash Deposit Fees	71.29
73000 · Bank Fees & Service Charges	174.66
72000 · Square Fees	929.03
71000 · Stripe Fees	1,274.97
70000 · Interest Expense	4,280.25
62700 · Donation	600.00
62600 · Ice Expense	2,554.00
62500 · Bocce Expenses	204.00
62400 · Morra Tournament Expenses	163.34
62300 · Photo Contest Expenses	20.62
62200 · Honorary Council Expenses	207.69
62100 · Gun Raffle Expenses	450.00
62050 · Raffle Expenses	14,622.77
62000 · Bingo Expenses	6,170.74
61950 · Repairs & Maintenance	1,253.21

West Virginia Italian Heritage Festival
Profit & Loss
November 2023 through October 2024

	Nov '23 - Oct 24
61900 · Dues & Subscriptions	3,024.13
61850 · WVIHF Orchestra	7,793.50
61800 · Wine Tasting Expense	91.31
61750 · Wine Booth Expense	986.24
61700 · VIP Tents Expenses	1,251.83
61600 · Utilities	3,043.51
61550 · Taxes & Licenses	1,072.00
61500 · Streets Expense	28,147.51
61450 · Souvenir Book Expense	6,848.00
61425 · Wine Booth Commissions	800.00
61400 · Soda Expense Festival	2,261.43
61375 · Beer Booth Commissions	3,500.00
61350 · Soda Booth Commissions	1,000.00
61300 · Queens Court Expense	1,203.15
61250 · Postage	1,261.52
61200 · Pasta Cook-Off Expense	3,160.39
61150 · Parade Expense	4,650.00
61100 · Copier Lease	6,733.82
61000 · Office Staff Payroll	16,219.46
60950 · Office Rent	6,870.00
60900 · Office Expenses	4,772.84
60850 · Merchandise Expense	6,214.53
60800 · Light Pole Banners Expense	1,110.94
60750 · Insurance - Liability	2,802.00
60700 · Honoree's Dinner Expense	6,656.25
60650 · Golf Tournament Expense	15,222.80
60600 · Gala Expense	11,957.25
60550 · Fritti Festival Expense	4,298.61
60500 · Fritti Expense	2,259.84
60400 · Entertainment (Prod & Talent)	194,590.34
60350 · Elimination Dinner Expense	12,895.70
60300 · City Street Workers	2,000.00
60250 · Beer Booths Expense	4,647.59
60200 · Misc Festival Expenses	2,229.69
60150 · Banners/Signs Expense	2,099.70
60100 · Authors Forum	273.23
60050 · Advertising	3,585.00
60000 · 5k Run Expense	2,690.84
Total Expense	413,201.52
Net Ordinary Income	38,904.75
Net Income	38,904.75



Date 10/31/24 Page 1
Account Number 1900596
Enclosures 36

WEST VIRGINIA ITALIAN HERITAGE FESTIVAL
HERITAGE FESTIVAL INC
P O BOX 1632
CLARKSBURG WV 26302-1632

CHECKING ACCOUNT

Account Title: WEST VIRGINIA ITALIAN HERITAGE FESTIVAL

FOUNDATION CHECKING		Number of Enclosures	36
Account Number	1900596	Statement Dates	10/01/24 thru 10/31/24
Previous Balance	26,251.25	Days in the statement period	31
8 Deposits/Credits	28,644.60		
34 Checks/Debits	29,291.60		
Service Charge	.00		
Interest Paid	.00		
Current Balance	25,604.25		

	Total For This Period	Total Year-to-Date
Overdraft item fees year to date	$.00	$.00
Return item fees year to date	$.00	$.00

DEPOSITS AND ELECTRONIC CREDITS

Date	Description		Amount
10/02	Deposit		125.00
10/07	SQ241007 PPD	Square Inc	14.83
10/07	Deposit		4,571.00
10/16	Deposit		11,865.00
10/17	Deposit		5,250.00
10/21	SQ241021 PPD	Square Inc	92.77

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
West Virginia Italian Heritage Festival Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☑ Other (see instructions) ▶ **501 (c)(3) Non-profit organization**

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
PO Box 1632 or 340 W. Main Street

Requester's name and address (optional)

6 City, state, and ZIP code
Clarksburg, WV 26301

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

3	1	–	0	9	6	1	4	2	9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** ▶ [signature] | **Date** ▶ 4-12-2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

3-A

Harrison County Commission
Payroll Change Notice

DATE OF CHANGE	EMPLOYEE #	SOCIAL SECURITY NO
08/25/2025		| | |-| | |-| | | | |

NAME	ADDRESS
Jamen, Bianca M.	

PHONE	CITY/STATE/ZIP	DEPARTMENT	SHIFT

THE CHANGE(S):

✓ All Applicable Boxes	FROM	TO
☐ DEPARTMENT		
☐ JOB		
☐ SHIFT		
☑ RATE	PG 3-1 ($16.91/hr.)	PG 4-1 ($17.79/hr.)
☐ ADDRESS/PHONE		
☐ BENEFIT PLAN		
☐ OTHER _____		
☐ OTHER _____		

THE REASON FOR THE CHANGE(S):

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

TYPE OF LEAVE _____

☑ OTHER (Explain) Training compl et e

AUTHORIZATION:

EMPLOYEE SIGNATURE	DATE
SUPERVISOR SIGNATURE Andrea D. Bailey	DATE 8-12-25
HUMAN RESOURCES MANAGER	DATE

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3-B

Harrison County Commission
Payroll Change Notice

DATE OF CHANGE	EMPLOYEE #	SOCIAL SECURITY NO
08-09-2025		

NAME	ADDRESS
Tyara Martin	

PHONE	CITY/STATE/ZIP	DEPARTMENT	SHIFT
		911	

THE CHANGE(S):

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

THE REASON FOR THE CHANGE(S):

- ☐ HIRED
- ☐ RE-HIRED
- ☐ PROMOTION
- ☐ DEMOTION
- ☐ TRANSFER
- ☐ MERIT INCREASE
- ☐ WAGE SCALE CHANGE
- ☐ 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)

32 Hours Leave w/o pay - medical (family) - physicians excuse provided

AUTHORIZATION:

EMPLOYEE SIGNATURE	DATE
SUPERVISOR SIGNATURE Andrew D. Bailey	DATE 08-09-2025
~~HUMAN RESOURCES MANAGER~~	DATE

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3-C

HARRISON COUNTY PARKS & RECREATION
PAYROLL CHANGE NOTICE

DATE OF CHANGE	EMPLOYEE #	SOCIAL SECURITY NO
8-25-25	991	

NAME	ADDRESS
Daniel D Gonzalez	

PHONE	CITY/STATE/ZIP	DEPARTMENT	SHIFT
		900	

THE CHANGE(S):

✓ All Applicable Boxes	FROM	TO
☐ DEPARTMENT		
☐ JOB		
☐ SHIFT		
☑ RATE	16-1	
☐ ADDRESS/PHONE		
☐ BENEFIT PLAN		
☐ OTHER Convert	Part-Time	Full-Time
☐ OTHER _____		

THE REASON FOR THE CHANGE(S):

- ☐ HIRED
- ☐ RE-HIRED
- ☐ PROMOTION
- ☐ DEMOTION
- ☑ TRANSFER PT - FT
- ☐ MERIT INCREASE
- ☐ WAGE SCALE CHANGE
- ☐ LEAVE OF ABSENCE FROM _____ UNTIL _____
- ☐ 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 8-7-25
HUMAN RESOURCES MANAGER	DATE

3-D

PAYROLL CHANGE NOTICE

DATE OF CHANGE	EMPLOYEE #	SOCIAL SECURITY NO
08-26-2025		- -

NAME	ADDRESS
Allison Boggs	

PHONE	CITY/STATE/ZIP	DEPARTMENT	SHIFT
		Animal Control	

THE CHANGE(S):

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

THE REASON FOR THE CHANGE(S):

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

TYPE OF LEAVE _____

☐ OTHER (Explain)_____

AUTHORIZATION:

EMPLOYEE SIGNATURE	DATE
SUPERVISOR SIGNATURE	DATE
HUMAN RESOURCES MANAGER Laura Pitts	DATE 8/15/2025

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At the Special meeting of the County Commission of Harrison County held on Tuesday, July 29, 2025, Commissioners Susan Thomas and David Hinkle were present. Patsy Trecost II was absent. Also present were Laura Pysz-Laulis -County Administrator, John Spires -County Clerk and Trey Simmerman -County Attorney. Commissioner Thomas opened the meeting, said a prayer, and led those present in the Pledge of Allegiance to the flag.

1. Public Comment Period: Pam Nichols – Shinnston resident, spoke of the collapsing Chrysler Building and the danger to her home.

10:05 A.M. --- Special Funding Request from the Harrison County Sheriff's Office requesting $1,500 for National Night Out: Chief Waybright spoke of the events of the National Night Out that will be held August 5th, 2025, 6pm to 8pm. Hinkle moved to approve $1,500.00 to the Sheriff's Office for National Night Out. Commission concurred.

2. Payroll Change Notices: Hinkle moved to approve Payroll changes, A through F. Commission concurred.
A. Lou Ortenzio – Community Corrections – New Hire, Part-time Transportation Officer – Effective August 1, 2025
B. Jacquelin Snider – Community Corrections – Resignation – Effective August 1, 2025
C. Traci Bodkins – Community Corrections – New Hire, Counselor – Effective August 6, 2025
D. Michael David Sadler – Parks & Rec – Resignation – Effective August 3, 2025
E. Emily Sampson – 911 – Declined Job Offer – Effective July 18, 2025
F. Kristian Wentz – 911 – New Hire, Telecommunicator Trainee – Effective August 10, 2025

3. Requisitions --- Purchase Orders --- Invoices: Hinkle moved to approve A through D and E with the exceptions; Community Corrections auto maintenance supplies, Assessors office budget transfer, 911 reimbursements, Maintenance supplies for Parks and Rec, and Extension office travel reimbursement. Commission concurred.
A. ARPA - Enlarged Hepzibah PSD - $43,309.41
B. ARPA – Salem - $4,901.60
C. ARPA – Salem - $598.40
D. Quotes
E. Vendor List of Payments

DRAFT

4. Consideration of Approval of a Project Fund Requisition for the payment of cost associated with the project to be financed from proceeds of the Series 2019 Bonds issued for the Charles Pointe Economic Opportunity Development District, Series 2021 A & B (Development District No. 3 White Oaks Project No. 2) & Series 2008 A (Charles Pointe Project No. 2- North Land Bay Improvements: Hinkle moved to approve Series 2008A for $4,305.00. Commission concurred.
A. Series 2008A - $4,305.00

5. Review—Discuss—Consider Budget Revision for General County 001 FY2025-2026 Carry Over balance: D. Option 4 was added. Hinkle moved to approve a 1.5% raise for all employees across the board, $25,000.00 increase in budget for elected officials, $100,000 increase in budget for Planning and Zoning and Sheriff Process, and $5,000.00 for non-reimbursable jail costs and Home Confinement, Commission concurred.
A. Option 1 - 0.5% raise for deputy's and elected officials
B. Option 2 - Carry over all funds to financial stabilization
C. Option 3 - 1.5% raise to all employees across the board
D. Option 4 - 1.5% raise for all employees and additional funds for elected officials

6. Review—Discuss—Consider Work that has been completed by CEC & McKinley on the Rt 19 Property: Representatives Ryan Haws – CEC and John McKinley – McKinley, presented Master Plan options for Sunset Ellis Property. Hinkle would like to consider getting a proposal to finish out the engineering on two larger dirt movements. Thomas wanted more time to look at the plan. McKinley recommends a Visioning Session to bring all stakeholders to the table.

7. Review—Discuss—Consider Master Plan proposal from McKinley for Rt. 19 Property: Hinkle moved to approve Master Plan, less 2b, 2c, and 2d. Commission concurred.

11. Review—Discuss—Consider Space Utilization study at Courthouse: Hinkle moved to accept McKinley proposal for Courthouse Feasibility study. Commission concurred.

8. Review—Discuss—Consider Phase 2 of demolition for 720 Hood Ave, Shinnston (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 enter Executive Session with Property owner, John McKinley and Trey Simmerman. Commission concurred. Thomas moved to enter Regular Session. Commission concurred. No action taken.

9. Review—Discuss—Consider Advertising Immediately for Grant Writer Position (Open it internally & externally): Hinkle moved to approve hiring an administrator for Grants. Commission concurred.

10. Review—Discuss—Consider 2025 County Projects: Chad Biller- Thrasher, explained that the Rail Trail project is broken down into 7 phases. Hinkle thinks there is enough budget to do

DRAFT

phases 3, 4, 5, and 6. Hinkle moved to set aside $2 mill to continue rail trail from Rt. 19 towards Reynoldsville. Move forward with phases 3, 4, 5, and 6. At 6 we will look to see if more money is needed to finish up the phases. Authorize Chad Biller – Thrasher, to work with counsel on the Goldizen Property Owner. Give a high-level estimate of costs for Mt. Clare to Lost Creek rail trail. Commission concurred.

12. Review—Discuss—Consider If the tax office mailed all the 2025 tax tickets being distributed to Genesis affiliate taxpayers to their attorney and Genesis Partners: Laura Pysz-Laulis explained that the mailings have been completed.

13. Review—Discuss – Consider Travel Request for 911 Employees to go to Terminal Agency Coordinator Class at the WV State Police in Charleston, WV on September 15, 2025: Hinkle moved to approve travel request for 911 Employees. Commission concurred.
A. Mike Coffey
B. Cathy Willis

14. Administrator's Report: Laura Pysz-Laulis wanted to clarify #5. 1.5% increase in pay for employees will be effective on first pay in September.

15. Commissioner Comments – Questions: Hinkle thanked the staff and Chad Biller from Thrasher for overview of entire rail trail project.

Hinkle moved to adjourn. Commission concurred.

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

DRAFT

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Susan Thomas, President Date

5-A

Date of Meeting	8/20/2025	QUOTES		
Department	**Vendor**	**Description**	**Price**	**Line Item #**
911	Premier Construction Group, LLC	Brush Clearing and roadway repair work needed at Shinnston Tower site - This company holds the state contract for all Tower and site work for anything related to the SIRN network being the previous low bid, based on State Contract HSE2600000001	$23,805.00	248-712-223-00
911	Central Square Technologies	CAD PS Pro APCO Intellicom Interface Project Management Services and Technical Services fee (to allow call taking software to be compatable and functional with the CAD System) Quote # Q-218571	$4,680.00	007-712-222-00
Commission	Advantage Tech	Multiple Items - (4) TD53 Video Intercom Reader, (6) CB62-E Outdoor Bullet Cam. 512GB, (19) Apple iPads 128GB, (19) Ipad Stands, (4) 10 year intercom License capacity increase, (19) 10 year station License capacity increase, (6) 10 year camera License capacity increase, plus shipping fee	$71,870.00	001-424-341-00
Commission	Carahsoft Technology Corp	(5) Solarwinds Remote Everywhere, (10) Solarwinds Dameware Remote Support	$4,248.05	001-401-459-00

Opioid Funds	Kustom Signals	(3) Opioid Funds to be used to purchase radar for three 2025 Ford Explorers - Raptor RP Dual Directional Ka-Band Antennas with Same Direction and DuraTrak	$7,104.00	040-700-459-00

COMMISSIONER'S SIGNATURE

COMMISSIONER'S SIGNATURE

COMMISSIONER'S SIGNATURE

5-B

Date of Meeting	8/20/2025	Invoice							
Department	Vendor	Description	General County Fund	E-911	Vital Services Levy	Community	Community		
Name	Name	Note	001	007	027	Corrections	Improvement Fund 026	Fund	Needed
911 Center	Harrison Rural Electric Association	911 Center Electric Utility Bill - Lost Creek Location		$846.97					
911 Center	Harrison Rural Electric Association	911 Center Electric Utility Bill - Genesis Blvd Location		$2,925.94					
911 Center	APCO International	APCO Law Enforcement Communications Recertification		$35.00					
911 Center	Uline	(4) Vertical File Cabinets plus shipping		$2,443.88					
911 Center	The Water Shop	Bottled Water Delivery for JSJOC Charles Pointe			$37.50				
911 Center	A-1 Exterminating Co, Inc.	General Pest Control Services for JSJOC Charles Pointe			$75.00				
911 Center	Christopher Cutright	(1) Hotel - Hilton Baltimore, Inner Harbor, (1) Parking - LAZ Parking Hilton Baltimore, (1) Parking - LAZ Parking - Hilton Baltimore, (1) Parking - LAZ Parking - Hilton Baltimore		$2,109.16					
911 Center	First Guaranty Bank	2025 SIRN Conference registrations for: Jonathan "Travis" Miller, & Trevor Vance		$350.00					
911 Center	RD Wilson Sons & Company	Hand Soap for the restroom dispensers at JSJOC Charles Pointe			$19.32				

911 Center	Advantage Technology, LLC	Video intercom reader & 10 year intercom license for enterance post / card reader at JSJOC Charles Pointe			$3,552.78				
911 Center	Alpha Energy Solutions	Replaced Faulty capacitor on air condition unit at PK Tower		$590.00					
911 Center	APCO International	(2) APCO Active Shooter (Full Member Rate), (12) APCO Active Shooter (Online Member Rate)		$3,820.00					
911 Center	Frontier	Internet Service for JSJOC Charles Pointe, Taylor County phone exchange that rings direct to JSJOC Charles Pointe, Phone service including voice and data circuits for JSJOC Charles Pointe		$3,793.85					
911 Center	Language Line Service	Subscription for 24/7 phone assistance for interpreter service to assist with non-english speaking 911 callers		$195.59					
911 Center	Waste Management	Refuse disposal service for JSJOC Charles Pointe			$197.27				
911 Center	Shinnston Ace Hardware	Replacement line trimmer head for weeding at Shinnston Tower							$27.99
911 Center	Sounthern States	Tube gate hinge and gate pipe to repair PK Tower gate		$10.98					
911 Center	Universal Engineering & Contracting LLC	Complete service and load test of building generator at JSJOC Charles Pointe		$2,767.65					

911 Center	Lowes	Two restroom bowl brushes w/ caddy and lysol all purpose cleaner for JSJOC			$21.41				
911 Center	Natasha McDaniel	Per Diem Request for Previously Approved Travel for: (3) Full Dyas Per-Diem, (1) Dinner - ICS-300 in Martinsburg September 7-10, 2025		$232.00					
911 Center	Michelle Payton	Per Diem Request for Previously Approved Travel for: (3) Full Dyas Per-Diem, (1) Dinner - ICS-300 in Martinsburg September 7-10, 2025		$232.00					
911 Center	Jacob Hyre	Per Diem Request for Previously Approved Travel for: (3) Full Dyas Per-Diem, (1) Dinner - ICS-300 in Martinsburg September 7-10, 2026		$232.00					
911 Center	Alpha Energy Solutions	HVAC Service Agreement for Salem, PK, and Lost Creek Tower Sites							$933.37
911 Center	Alpha Energy Solutions	HVAC Service Agreement for Grafton and Shinnston Tower Sites							$708.37
911 Center	Alpha Energy Solutions	HVAC Service Agreement for JSJOC Charles Pointe			$800.00				
911 Center	Leonard Truck Outfitters	Rear Cargo Mat for Ford Explorer 911 vehicle - Unit 1801			$135.00				
911 Center	APCO International	(1) APCO EMD 5.4 Recertification		$35.00					
911 Center	EIP Holdings II, LLC	September 2025 Lease Payment for Grafton Tower Site							$1,000.00

911 Center	ESRI - Environmental Systems Research Institute, Inc.	Second Year installment of three year agreement for software used in GIS mapping for Dispatch and online application		$17,600.00					
911 Center	Premier Construction Group	Electrical repairs needed at PK Tower after a lightining strike		$2,913.31					
911 Center	Central Square Technologies	CAD PS Pro addition system agencies consulting services and project management		$3,315.00					
911 Center	UniFirst Corp	Carpet Runner service for JSJOC Charles Pointe			$62.25				
911 Center	Frontier	Backup circuit data from PK Tower to JSJOC Charles Pointe		$766.00					
911 Center	Gistic Research, Inc	Annual Subscription for online addressing management service			$10,938.60				
911 Center	Commerce District at Charles Pointe	HOA for 911 Center		$404.70					
911 Center	Frontier	911 Center Phone Bill		$10,115.83					
Ambulance Authority	City of Salem	July 2025 Allotment - 36 runs @ $29.80/run			$1,072.80				
Ambulance Authority	Bridgeport Fire Department / EMS	July 2025 Allotment - BEMS 51: 110 runs @ $29.80/run, BEMS 52: 105 runs @ $29.80/run			$6,407.00				
Ambulance Authority	Nutter Fort VFD	July 2025 Allotment - 78 runs @ $29.80/run			$2,324.40				
Ambulance Authority	Anmoore EMS	July 2025 Allotment - 192 runs @ $29.80/run			$5,721.60				
Ambulance Authority	Harrison County EMS	July 2025 Allotments - EMS 61: 357 runs @ $29.80/run, EMS 62: 64 runs @ $29.80/run, EMS 63: 137 runs @ $29.80/run, EMS 67: 149 runs @ $29.80/run			$21,068.60				

Animal Control	City of Shinnston	Animal Control Water Utility Bill			$80.52				
Animal Control	US Cellular	Animal Control Phone Bill			$245.68				
Animal Control	Lowes	Cleaning Supplies for Animal Control			$275.64				
Animal Control	Tractor Supply Co	(20) Equine bedding (cat litter), (4) Paws & Claws cat food 36 lbs			$255.76				
Animal Control	Enterprise Sanitation	Garbage Utility Service Bill for Animal Control			$178.01				
Animal Control	Clarksburg Veterinary Hospital	Multiple Invoices - (15) July 2025 Spay & Neuter - Paid from money received from Rachel Ray TVRN Grant			$1,239.00				
Animal Control	Robertson Heating Supply Co	Multiple Invoices - Purchase and return of (1) Piggyback float, purchase of (1) Thickster 14 mil xl powder free disposable latex gloves			$18.77				
Animal Control	Collision Plus	Parts - 22 Silverado - Parts, Body Labor, Refinish Labor, Paint & Supplies, Cover car for paint, Hazardous Wate Disposal			$3,633.05				
Animal Control	Harry Green 7 Acres	Parts - 2022 Chevy Silverado 150 - Diagnostic for service restraint message on dash, and multi point inspection			$297.97				
Animal Control	US Bank / Amazon	Supplies - (1) Fridge Thermometer, (1) Fridge Lock, (1) Uniform Pants			$73.37				

Animal Control	Clarksburg Veterinary Hospital	Multiple Invoices - Reggie, Momma & 5 pups, Bandit, Petey, Settles Cat			$1,349.73				
Animal Control	Alpha Energy Solutions	HVAC Preventative Maintenance Agreement for Animal Control			$366.67				
Animal Control	Marion County Humane Society	Rescue Incentive Fees paid from Best Friends Grant - 2 rescues - Whitt & Britt			$400.00				
Animal Control	US Bank - Amazon	(3) Hose Restock			$76.18				
ARPA									
Assessor	The Water Shop	(13) Spring Water, (5) Bottle Deposit	$113.00						
Assessor									
Bi-County Nutrition	Bi-County Nutrition	First Quarter Levy Allotment			$17,750.00				
Circuit Clerk	US Bank / Amazon.com	HP LJ ENT 600 M602 Printer	$198.26						
Circuit Court	The Water Shop	Water for Harrsion County Circuit Court Judge McCarthy Jury Room	$45.00						
Circuit Court	The Water Shop	Water for Harrsion County Circuit Court Judge Shaffer Jury Room	$33.00						
Circuit Court	The Water Shop	Water for Harrsion County Circuit Court Judge McMunn Jury Room	$21.00						
Commission	Waste Management	301 W. Main St - Courthouse Garbage Utility Bill	$772.19						

Commission	National Night Out / Harrison County Sheriff's Office	Special Funding Request from Nat. Night Out / HC Sheriff's Office requesting $1,500.00 towards participating in Nat. Night Out.					$1,500.00		
Commission	The Exponent Telegram	Legal Ad: The Harrison County Commission is accepting sealed proposals for a Shared Service Study for Fire Service and Emergency Medical Service Agencies in Harrison County, WV	$25.87						
Commission	Advantage Technology, LLC	Harrison County Commission Monthly Billing for July, 2025 for (400) Office 365 G1 (GCC) Annual Commitment Paid Monthly, & (10) Office 365 G3 (GCC) Annual Commitment Paid Monthly	$4,230.00						
Commission	Mon Power	Public Safety Building Electric Utility Bill	$1,987.17						
Commission	US Cellular	Harrison County Commission Phone Bill	$372.00						
Commission	Fleetcor (dba Fuelman)	Gasoline Purchases for the month of July, 2025	$20,137.08						
Commission	Waste Management	Courthouse Garbage Utility Bill	$137.37						
Commission	Alpha Energy Solutions	Service to Annex A/C Unit - Inspected unit, found and replaced faulty motor. Cleaned coils with heavy debris buildup. Verified proper operations.	$2,232.85						

Commission	First Guaranty Bank	Credit Card Charges for Matheny II - Fuel card did not work	$52.75						
Commission	CityNet, LLC	Phone & Internet Service for the Courthouse	$14,991.58						
Commission	US Bank / Amazon.com	(1) Dell Mini PC Windows, (2) 24'' BenQ Monitors	$534.97						
Commission	Pace Enterprises of WV, Inc.	Professional Shredding Service for the Commission	$243.00						
Commission	UniFirst Corp	Weekly Rugs / Maintenance Contract for the Courthouse	$149.34						
Commission	A-1 Exterminating	General Pest Control Services for the Senior Center	$90.00						
Commission	A-1 Exterminating	General Pest Control Services for the GSA Building	$90.00						
Commission	A-1 Exterminating	General Pest Control Services for the Sheriff's Office	$210.00						
Commission	US Bank / Greater Harrison County PSD	Quiet Dell School Water Utility Bill	$44.89						
Commission	US Cellular	Commission Phone Bill	$1,386.70						
Commission	Alpha Energy Solutions	Relocate Thermostate at Storage Garage	$1,230.43						
Commission	YMCA	Billing for corporate membership for February, March and April, 2025	$160.00						
Commission	The Arc of Harrison County	Billing for the mon th of July 2025 for Darius Jack son, 71.50 hours x $11.00	$786.50						
Commission	Hart Office Solutions	Black Toner Cartridges for the Circuit Clerk	$181.00						
Commission	Hart Office Solutions	Black Toner Cartridges for the Circuit Clerk	$1,125.00						

Commission	Hart Office Solutions	Copier Rentals for Voters Registration	$137.63						
Commission	Frontier	Courthouse Fiber Internet Bill	$179.81						
Commission	Mon Power	General Service Building Electric Utility Bill	$13,598.07						
Commission	Mon Power	License Plate Readers Electric Utility Bill	$60.46						
Commission	Visual Edge IT	Copier Rental for the Prosecuting Attorneys office	$350.51						
Commission	Hart Office Solutions	Copier Rental for the Assessor's office	$268.46						
Commission	Liberty Distributors	Multiple Invoices - Supply Restock - Trash bags, floor cleaner, disinfectant spray, febreeze, mop heads, wypalls, big brillo pads, carpet cleaners	$4,234.35						
Commission	RD Wilson	Windex & Air freshener	$1,233.28						
Commission	Civil Air Patrol, Clarksburg Composite Squadron	Special Funding Request from Civil Air Patrol, Clarksburg Composite Squadron requesting $1500.00 for funding for Cadet Aerospace Education Activities					$1,500.00		
Commission	WV Italian Heritage Festival	Special Funding Request from the Italian Heritage Festival requesting $3000.00 to help fund entertainment costs					$3,000.00		

Commission	Johnstown Community Educational Outreach Services	Special Funding Request from Johnstown Community Educational Outreach Service requesting $3000.00 towards entertainment and advertising					$3,000.00		
Commission	Alpha Energy Solutions	HVAC Preventative Maintenance Agreement for the GSA Building	$1,091.63						
Commission	Alpha Energy Solutions	HVAC Preventative Maintenance Agreement for the Sheriff's Office	$941.63						
Commission	Alpha Energy Solutions	HVAC Preventative Maintenance Agreement for the Annex	$1,041.63						
Commission	Alpha Energy Solutions	HVAC Preventative Maintenance Agreement for the Extension Office & Old DHHR Building	$477.75						
Commission	UniFirst Corp	Weekly Rugs / Maintenance Supplies Contract for the Courthouse	$150.67						
Commission	John Deere Financial	Multiple Invoices - Total vegitation control, gloves and sprayer	$288.45						
Commission	Shinnston Ace Hardware	Supplies	$41.98						
Commission	Sandy's True Value	Supplies	$79.41						
Commission	US Bank	Canaan Valley Resort stay for Commissioner Conference for Susan Thomas	$275.40						
Commission	Harrison County Bank	Airport Property Loan Payment	$34,395.48						

Commission	MVB Bank	609 West Main Street Property Payment	$6,222.12						
Commission	Laura Pysz	Mileage Reimbursement	$215.04						
Commission	US Bank - Canaan Valley Resort State Park	Room Stay furing Conference for Laura Pysz	$224.40						
Commission	Stationers	Supplies - (20) File EXTRA Wide 3.5'' Expandable Pocket	$679.68						
Commission	Glen Elk Iron	Gym Membership for the month of July 2025	$352.00						
Commission	Hope Gas	Quiet Dell School Gas Utility Bill	$36.51						
Commission	Hope Gas	Public Safety Building Gas Utility Bill	$35.47						
Community Corrections	OpAns, LLC	DBS Tox Panel July 2025				$12,900.00			
Community Corrections	BestNotes	Monthly Fee: EHR, Monthly Fee: DSM-5				$592.00			
Community Corrections	Solid Ground Therapy Services	Clinical Supervision (Emily Rebelo)				$50.00			
Community Corrections	Division of Administraitive Services, Justice, & Comm. Services	LS/CMI April-June 30, 2025				$64.00			
Community Corrections	Change Companies Inc	Responsible Decisions Books plus Shipping				$493.68			
Community Corrections	General County	Reimbursement (Property Cleanup)				$1,250.00			
Community Corrections	Laboratory Services Accounts Receivable	Urine Panels (July 2025)				$2,541.50			
Community Corrections	Alcohol Monitoring Systems, Inc.	CAM Daily Monitoring Fee (July 2025), Remote Breath Monitoring Fee (July 2025)				$2,488.21			
Community Corrections	Pace Shredding	Shredding (July 2025)				$43.00			

Community Corrections	Micro Distributing II, LTD	Hair Mega Panel (July 2025), 16-Panel Drug Urine Test (July 2025), Additional Substance Test (July 2025)				$45,221.25			
Community Corrections	MPB Superstore	Appointment Cards				$85.00			
Community Corrections	US Bank	Supplies - Amazon (Digital Wall Calendar), Amazon (Coffee Cups), Amazon (Shredder), Amazon (File Folders)				$730.51			
County Clerk	The Water Shop	Water for the County Clerks Office	$54.00						
County Garage	Fisher Auto Parts	Multiple Invoices - Various Parts for plate #'s: 503777, 503457, 504757, & U/C Toyota Van	$519.54						
County Garage	Fisher Auto Parts	Multiple Invoices - Supplies - (2) Scott Towels Shop Towels Original Multipurpose, (1) Premium Automotive Battery AGM, (2) Premium Automotive Battery Platinum, (1) Camel Valve Core Extracting Tool	$537.54						
County Garage	Chenoweth Ford	Multiple Invoices - Parts for Plate #'s: 504587, 503414, 503777, 504587, 504760	$950.58						

County Garage	Chenoweth Ford	Supplies - (12) Oil Filter Assemblies, (1) TPMS Sensor Kit, (1) Brake Pad, (1) Brake Lining Kit, (1) Brake llning Kit, (2) Brake Rotor Assemblies, (2) Brake Rotor Assemblies, (1) Sensor Assembly	$1,052.14						
County Garage	Whaley Distributing Company	Supplies - (1) Reclaimed Microfiber Towel Case, (1) Hand Clea Madness, (1) Quart Squirt Top Buffing Solution	$92.85						
County Garage	Wholesale Tire	Supplies - (8) 245/55R18 Goodyear Eagle Enforcer A/W BSW 103V, (8) 255/60R18 Goodyear Eagle Enforcer A/W BSW 108V	$2,349.92						
Family Court	The Water Shop	Water for Family Court	$27.00						
Fire Departments	West Milford Fire Dept	Reimbursement for invoices for All American Equipment & Fire Chasers Fire Equipment			$30,000.00				
Fire Departments	West Union Bank	Payment for pumper for Anmoore Volunteer Fire Department					$29,960.44		
Fire Departments - Salem	Mountain State Educational Services Cooperative	Fire School for Nathan Richie, Online Fire Fighter Class			$620.00				
Fire Departments - Salem	Atlantic Emergency Solutions	New Compressor for Salem Fire Department, Lock, Spring, Cab Lift for Fire Truck			$3,516.94				

Fire Departments - Salem	All American Fire Equipment	Flex Hoods for Salem Fire Department			$2,543.44				
Fire Departments	Mon Power	Fire Fighters Training Building Electric Utility Bill							$59.68
Grants	The Exponent Telegram	Advertising for 720 Hood Ave, Shinnston - Phase I Demo of Chrysler Building	$19.75						
Grants	The Water Shop	Water for the Grants Department	$30.00						
Home Incarceration	Buddi US LLC	(1289) July 2025 Smart Tags							$4,898.20
Law Enforcement	Skaskiks Cleaners	Dry Cleaning	$561.35						
Law Enforcement	First Guaranty Bank	Taxable Fringe Benefits for Spitznogle & Barnett	$705.33						
Law Enforcement	First Guaranty Bank	Credit Card Charges for Matheny II & Waybright	$908.81						
Law Enforcement	First Guaranty Bank	Deputies Credit Card Charges	$2,671.74						
Law Enforcement	First Guaranty Bank	Credit Card Charges for Mealey							$792.00
Law Enforcement	Grace Animal Hospital	Vet Services for Lotta	$583.19						
Law Enforcement	Bennys Boot Hill	Safety Toe Shoes for Shaffer & Cumberledge	$278.91						
Law Enforcement	First Guaranty Bank	Burnside - National Night Out, Childers - National Night Out							$1,593.92
Law Enforcement	Steel City Drones LLC	Drones							$2,666.00
Law Enforcement	US Cellular	Cellular Bill	$2,284.29						
Law Enforcement	First Guaranty Bank	Deputy's credit card charges	$1,782.63						

Law Enforcement	First Guaranty Bank	Robey - National Night Out							$22.46
Law Enforcement	Project LifeSaver Inc	Supplies for Project Lifesaver							$683.42
Law Enforcement	Public Safety UAS	Drone Equipment							$1,132.00
Law Enforcement	All American Uniform	Safety Toe Boot - Lt. Mealey	$180.00						
Magistrates	The Water Shop	Water for HC Magistrate Mike Weiss	$18.00						
Magistrates	The Water Shop	Water for HC Magistrates Clerks Office	$21.00						
Maintenance	Uline	Multiple Invoices - Supplies - Paper roll towel, bath tissue, pressure sprayer, nitrile gloves, foaming glass cleaner, toilet brush caddy, stainless steel cleaner, etc.	$3,216.11						
Maintenance	Lowes	Supplies - Graco Pump Amor, 3ft all purpose extension, 10-inch ettore washer, whizz premium edger, Warner 3-pack putty knife, Whizz 2-pack Edger refill	$41.78						
Maintenance	Otis Elevator Company	Testing of Elevator, Vehicle and fuel surcharge plus labor	$2,181.00						
Maintenance	PA TURNPIKE TOLL BY PLATE	Toll Bill for plate #'s: WV-CY5885, WV-CY5698	$33.12						
Maintenance	Shinnston Ace Hardware	Supplies - 6pack HP Ultra 1G	$41.98						
Maintenance	Sandy's True Value	(5) Single Cut Keys	$14.95						

Maintenance	Shinnston Ace Hardware	Supplies - Performance Safety Glass Tint, Ear plugs, Safety glasses, (5) Metal Wheels etc.	$210.47						
Maintenance	Sandy's True Value	(7) Single Cut Keys for new security dead bolt, (2) 25pack 1-1/4 white tag ring	$34.51						
Maintenance	Sandy's True Value	Supplies - Adhesive, Handles, Toilet seat, keys, Toggle Bolt	$90.62						
OEM	WV Emergency Management Council, Inc.	OEM Council Dues & Conference (Bridgeport Conference Center)			$200.00				
OEM									
Opioid Funds	Trapuzzano's Uniforms	(3) Opioid Funds to be used to purchase equipment for three DARE officers - Stinger LED HL Flashlights + postage							$583.64
Parks & Rec.	Summit Park PSD	Water & Sewer Utility Bill for Summit Park Ball Field			$85.98				
Parks & Rec.	First Guaranty Bank	Multiple Invoices - Walmart & Sams Club - Food for feeding 50-75 Children all week. Final Food purchase for Summer Program ends August 1, 2025			$975.31				
Parks & Rec.	Mon Power	Summit Park Field Electric Utility Bill			$14.12				
Parks & Rec.	Enterprise Sanitation	Garbage Utility Service Bill for Parks & Rec.			$439.57				
Parks & Rec.	McCarty's Portable Toilets	Building & Grounds Maintenance			$125.00				
Parks & Rec.	M&M Septic Pumping	Portable Toilet Rentals			$466.40				

Parks & Rec.	Sandy's Hardware	Multiple Invoices - Materials to fix leak at 43 Recreation Drive Park, Materials to build trash receptacles			$204.18				
Parks & Rec.	Short Line PSD	Water Bill			$44.25				
Parks & Rec.	RD Wilson Sons & Co	Paper Plate Dinnerware			$161.90				
Parks & Rec.	Mountaineer Bounce	Last Week of Summer Programs Activity (Bounce House)			$662.24				
Parks & Rec.	US Bank	Multiple Invoices - Play equipment, prizes, rewards for summer day camp activities, 8.5x11 & 11x17 cardstock, frog and tadpole food for learning habitat, sand art supplies for summer daycamp activities, sidewalk chalk and bubble wands for summer day camp activities			$410.04				
Parks & Rec.	Mon Power	Spelter Park Electric Utility Bill			$14.01				
Parks & Rec.	Mon Power	Spelter Park Electric Utility Bill			$10.00				
Parks & Rec.	Mon Power	Ellis Property Projector Booth Electric Utility Bill			$46.00				
Parks & Rec.	Wholesale Tire	Tires - Parks & Rec Trailer - (3) ST235/80R16 (10) Trailer King RST 124/120M			$390.42				
Parks & Rec.	Alpha Energy Solutions	HVAC Preventative Maintenance Agreement for the Rec. Center			$238.88				
Planning Dept.	The Water Shop	Water for the Planning Department	$18.00						

Planning Dept.	Reclaim Company, LLC	This is for the 8/15/25 Asbestos Inspector Refresher	$250.00						
Planning Dept.	West Virginia Code Officials Association	2025 WVCOA Fall Seminar for Code Officials	$150.00						
Planning Dept.	David Allevato	David Allevato for cleaning up 82 Lewis Street, Clarksburg and 146 Crummit Lane, Clarksburg	$500.00						
Process	US Cellular	Cellular Bill for the Process Department	$200.92						
Process	The Water Shop	Water for Process	$18.00						
Process	Skasiks Cleaners	Dry Cleaning for Process	$109.20						
Prosecuting Attorney	Wilt Court Reporting	Expedited Transcript State v. Debolt	$105.00						
Prosecuting Attorney	Visa	Blue360 Media, Aqua Filter Fresh, Amazon, Zoom	$1,701.39						
Prosecuting Attorney	Harrison County Bar Association	(13) 2025 Membership Dues	$487.50						
Rail Trail	Thrasher	Rail Trail Mapping	$4,000.00						
Rail Trail	ACE Aggregates	Multiple Invoices - Multiple tons of 1-1/2 Crusher Run for the North Trail Project	$2,656.66						
Regional Jail	WV Regional Jail	Inmate Housing July 2025	$210,868.70						
Security	The Water Shop	Water for Security			$30.00				
Senior Center	Johnson Controls Fire Protection	Multiple Invoices - Service on the smoke detectors at the Senior Center			$3,469.35				

Senior Center	Alpha Energy Solutions	HVAC Preventative Maintenance Agreement for the Senior Center			$366.67				
Senior Center	Otis Elevator Company	Elevator Maintenance Service Agreement from 09/01/25 - 08/31/26 for the Senior Center			$2,309.52				
Sheriff & Treasurer	VISA / First Guaranty Bank	Amazon monthly, Water, Supplies, Training (Sheriff's Association) September 14-16th for Childers, Scott, Burnside, Waybright & Matheny II	$1,915.05						
Staging	The Water Shop	Water for Staging	$42.00						
Storage Garage	Alpha Energy Solutions	HVAC Preventative Maintenance Agreement for the Storage Garage	$366.66						
Tax Office	Robert Matheny	Meal Reimbursal, required overnight stay	$45.46						
WVU Extension	Jennifer Friend	Mileage Reimbursal for travel in June, 2025	$85.96						
			$101,883.49	$12,550.51	$14,128.15	$9,551.35	$6,450.03	$7,175.00	$23,668.05
					Grand Total:	$175,406.58			

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August 20, 2025

Real Estate Exonerations- Corrective Tickets

From: 08/20/2025 To: 08/20/2025 Apply Filter Clear

Owner	Amount
ASH LOGAN JAMES & LUKE MATTHEW	1522.79
BLAKE JACOB AUGUST & LINDSEY LEIGH	223.68
GODWIN WAYNE L & SANDRA K	205.13
KOLB JAMES E & CHRISTINA T	2693.68
MARPLE LINDA F	134.21
MAXWELL ALICE	61.04
MILLER JESSY L & SAMANTHA N	113.93
MOUNTAIN OPPORTUNITIES CORPORATION	6.16
MOUNTAIN OPPORTUNITIES CORPORATION	62.83
MOUNTAIN OPPORTUNITIES CORPORATION	62.83
MOUNTAIN OPPORTUNITIES CORPORATION	62.83
REKHI PRABHJEET S	245.78
REKHI PRABHJEET S	345.58
SKINNER HELEN J -DAVID G & RACHEL A	537.77
STOUT DEBBIE KAY ETAL	118.37
THORNE DONALD WAYNE & MARGARET GAY CHURCH	133.98
THORNE DONALD WAYNE & MARGARET GAY CHURCH	1089.40
THORNE DONALD WAYNE & MARGARET GAY CHURCH	82.24
TRUSTEES FREE METHODIST CHURCH OF NORTH AMERICA	696.19
TRUSTEES OF HORIZONS CHURCH	

Personal Property Exonerations- Corrective Tickets

From: 08/20/2025 To: 08/20/2025 Apply Filter Clear

Owner	Amount
AMERICAN LUNG CARE INC %SALAM RAJJOUB	415.43
CALOCCIA TIFFANY R	16.61
CLEVELAND BRANDON A & TIFFANY M	323.86
DE LAGE LANDEN FINANCIAL SERVICES INC	182.49
DE LAGE LANDEN FINANCIAL SERVICES INC	-473.09
DE LAGE LANDEN FINANCIAL SERVICES INC	-209.59
DE LAGE LANDEN FINANCIAL SERVICES INC	252.27
DE LAGE LANDEN FINANCIAL SERVICES INC	244.17
DE LAGE LANDEN FINANCIAL SERVICES INC	408.76
DE LAGE LANDEN FINANCIAL SERVICES INC	134.37
DEWITT-MORRIS RAMONA J	380.21
DIERINGER ROBB J & JANET A	1118.51
GROGG LISA D	81.78
HAUGHT GLEN RAY & PATTI JO	170.95
KOOKEN DAVID H & ASHLEY N (MURPHY)	225.58
KOOKEN DAVID H & ASHLEY N (MURPHY)	220.91
KOOKEN DAVID H & ASHLEY N (MURPHY)	248.14
MASON JOSEPH H	83.88
OSBORN GORDON F & DONNA RAE	32.15
SPRY SETH N	432.88
STARKEY JORETTA B	118.27
SUTER ROGER P II & MELISSA L	40.65
SUTER ROGER P II & MELISSA L	22.13
THOMAS JOSEPH L	33.73
VIGLIANCO MADELINE E	172.33
WADDELL JENNIFER L	2.80
WARD CHAD M	372.22
WOOD TIMOTHY S & JACQUELINE L	0.00

EX-RE7536

EXONERATIONS

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Real Estate

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

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

On the 20th day of August, 2025 issued the following order, which was made and entered, to-wit:

Upon application of DMCNEMAR for **THORNE DONALD WAYNE & MARGARET GAY CHURCH** whose address is, 9305 SUGAR CREEK LN NW ALBUQUERQUE NM 87120, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **5340** on **1 LOT 89 EDGEWOOD** , Class **3/4** in **COAL-CLARKSBURG**, Harrison County, West Virginia, which should have been assessed at **5340**, Class **2** in and for the year **2025**, resulting in a difference in assessed value of **0**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, in and for the year **2025**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

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

The above mentioned property has been occupied by Margaret's son & family since 2022, therefore Class 2 applies. Exonerate a value of 2670 at a Class 4 to correct the overcharge.

District: **08 - COAL-CLARKSBURG**
Account No. **6051032**
Ticket No. **29209**
Tax Year **2025**
Parcel ID: **08 10002800000000**

Amount Exonerated: $82.24

PRESENT: Prosecuting Attorney
(or)

PRESENT: Tax Commissioner

ATTEST: County Clerk

ASSESSOR

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

EX-RE7540

EXONERATIONS

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Real Estate

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

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

On the 20th day of August, 2025 issued the following order, which was made and entered, to-wit:

Upon application of DMCNEMAR for **THORNE DONALD WAYNE & MARGARET GAY CHURCH** whose address is, 9305 SUGAR CREEK LN NW ALBUQUERQUE NM 87120-7431, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **8700** on **1 LOT #88 EDGEWOOD** , Class **3/4** in **COAL-CLARKSBURG**, Harrison County, West Virginia, which should have been assessed at **8700**, Class **2** in and for the year **2025**, resulting in a difference in assessed value of **0**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, in and for the year **2025**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

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

The above mentioned property has been occupied by Margaret's son & family since 2022, therefore Class 2 applies. Exonerate a value of 4350 at a Class 4 to correct the overcharge.

District: **08 - COAL-CLARKSBURG**
Account No. **6823404**
Ticket No. **29210**
Tax Year **2025**
Parcel ID: **08 10002900000000**

Amount Exonerated: $133.98

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

ATTEST: County Clerk

ASSESSOR

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

EX-RE7542

EXONERATIONS

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Real Estate

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

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

On the 20th day of August, 2025 issued the following order, which was made and entered, to-wit:

Upon application of DMCNEMAR for **THORNE DONALD WAYNE & MARGARET GAY CHURCH** whose address is, 9305 SUGAR CREEK LN NW ALBUQUERQUE NM 87120, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **70740** on **1 LOT 86 & 87 EDGEWOOD (105 STURM ST)**, Class **3/4** in **COAL-CLARKSBURG**, Harrison County, West Virginia, which should have been assessed at **70740**, Class **2** in and for the year **2025**, resulting in a difference in assessed value of **0**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, in and for the year **2025**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

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

The above mentioned property has been occupied by Margaret's son & family since 2022, therefore Class 2 applies. Exonerate a value of 35370 at a Class 4 to correct the overcharge.

District: **08 - COAL-CLARKSBURG**
Account No. **6051041**
Ticket No. **29211**
Tax Year **2025**
Parcel ID: **08 10003000000000**

Amount Exonerated: $1089.40

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

ATTEST: County Clerk

ASSESSOR

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

EX-RE7459

EXONERATIONS

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Real Estate

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

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

On the 20th day of August, 2025 issued the following order, which was made and entered, to-wit:

Upon application of DMCNEMAR for **ASH LOGAN JAMES & LUKE MATTHEW** whose address is, 7 CRESTVIEW TER BRIDGEPORT, WV 26330, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **99960** on **1 LOT #17 BLOCK C MEADOW VIEW S-D**, Class **3/4** in **SIMPSON-BRIDGEPORT**, Harrison County, West Virginia, which should have been assessed at **99960**, Class **2** in and for the year **2025**, resulting in a difference in assessed value of **0**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, in and for the year **2025**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

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

The above mentioned property was errorneously assessed at a Class 4 when in fact it has been owner occupied since August 2023, therefore Class 2 applies. Exonerate a value of 49980 at a Class 4 rate of levy to correct the overcharge.

District: **16 - SIMPSON-BRIDGEPORT**
Account No. **6387064**
Ticket No. **56601**
Tax Year **2025**
Parcel ID: **162413007400000000**

Amount Exonerated: $1522.79

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

ATTEST: County Clerk

ASSESSOR

EX-RE7461

EXONERATIONS

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Real Estate

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

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

On the 20th day of August, 2025 issued the following order, which was made and entered, to-wit:

Upon application of DMCNEMAR for **BLAKE JACOB AUGUST & LINDSEY LEIGH** whose address is, 683 LLAMA FORK RD WALLACE, WV 26448, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **47220** on **16.75 AC BIG ELK**, Class **2** in **SARDIS**, Harrison County, West Virginia, which should have been assessed at **28020**, Class **2** in and for the year **2025**, resulting in a difference in assessed value of **19200**. 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 **2025**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

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

The above mentioned property had a dwelling that was added to this parcel in error. Exonerate a value of 19,220 at a Class 2 rate of levy to correct the overcharge.

District: **14 - SARDIS**
Account No. **6594786**
Ticket No. **45926**
Tax Year **2025**
Parcel ID: **14 123002700010000**

Amount Exonerated: $223.68

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

ATTEST: County Clerk

ASSESSOR

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

EX-RE7445

EXONERATIONS

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Real Estate

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

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

On the 20th day of August, 2025 issued the following order, which was made and entered, to-wit:

Upon application of DMCNEMAR for **KOLB JAMES E & CHRISTINA T** whose address is, 3954 PALISADES DR WEIRTON, WV 26062, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **176820** on **1 LOT #35 STONEBRIDGE TOWNHOMES AT CHARLES POINTE (.07 AC)**, Class **3/4** in **SIMPSON-BRIDGEPORT**, Harrison County, West Virginia, which should have been assessed at **176820**, Class **2** in and for the year **2025**, resulting in a difference in assessed value of **0**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, in and for the year **2025**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

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

The above mentioned property is occupied by Christina, son & granddaughter, therefore Class 2 applies. Exonerate a value of 88,410 at a Class 2 rate of levy to correct the overcharge.

District: **16 - SIMPSON-BRIDGEPORT**
Account No. **6964014 TIF #2**
Ticket No. **59077**
Tax Year **2025**
Parcel ID: **162439003500000000**

Amount Exonerated: $2693.68

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

ATTEST: County Clerk

ASSESSOR

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

EX-RE7463

EXONERATIONS

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Real Estate

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

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

On the 20th day of August, 2026 issued the following order, which was made and entered, to-wit:

Upon application of DMCNEMAR for **MAHADEV LLC** whose address is, 108 BARNETT RUN RD BRIDGEPORT, WV 26330, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **811740** on **2.31 AC SIMPSON CREEK (SUPER 8)**, Class **3/4** in **SIMPSON-BRIDGEPORT**, Harrison County, West Virginia, which should have been assessed at **735000**, Class **3/4** in and for the year **2025**, resulting in a difference in assessed value of **76740**. 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 **2025**, 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 provided income and expense then it was determined a reduction in value was warranted. Exonerate a value of 76,740 at a Class 4 rate of levy to correc the overcharge.

District: **16 - SIMPSON-BRIDGEPORT**
Account No. **6354866**
Ticket No. **59336**
Tax Year **2025**
Parcel ID: **16 289004100000000**

Amount Exonerated: $2338.11

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

ATTEST: County Clerk

ASSESSOR

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

EX-RE7491

EXONERATIONS

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Real Estate

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

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

On the 20th day of August, 2025 issued the following order, which was made and entered, to-wit:

Upon application of DMCNEMAR for **MAXWELL ALICE** whose address is, 235 ALPINE DR SHINNSTON, WV 26431, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **2820** on **.0001 INT 147 AC LEASED O&G TENMILE (ANT/API#5711)**, Class **3/4** in **UNION-OUTSIDE**, Harrison County, West Virginia, which should have been assessed at **200**, Class **3/4** in and for the year **2025**, resulting in a difference in assessed value of **2620**. 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 **2025**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

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

The above mentioned property had an HG Energy well API #6011 erroneously assessed here for the incorrect Alice A. Maxwell. Exonerate a value of 2620 at a Class 3 rate of levy to correct the overcharge.

District: **20 - UNION-OUTSIDE**
Account No. **6933711**
Ticket No. **75237**
Tax Year **2025**
Parcel ID: **209999069337110000**

Amount Exonerated: $61.04

PRESENT: Prosecuting Attorney
(or)

PRESENT: Tax Commissioner

ATTEST: County Clerk

ASSESSOR

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

EX-RE7447

EXONERATIONS

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Real Estate

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

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

On the 20th day of August, 2025 issued the following order, which was made and entered, to-wit:

Upon application of DMCNEMAR for **MILLER JESSY L & SAMANTHA N** whose address is, 173 WALNUT ST WEST MILFORD, WV 26451, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **177720** on **LOT 2 (13.85 AC) WEST FORK**, Class **2** in **GRANT-OUTSIDE**, Harrison County, West Virginia, which should have been assessed at **167940**, Class **2** in and for the year **2025**, resulting in a difference in assessed value of **9780**. 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 **2025**, 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:

Taxpayer applied for farm exemption & was approved for the 2025 tax year. The farm exemption was erroneously not applied. Exonerate a value of 9,780 at a Class 2 rate of levy to correct the overcharge.

District: **12 - GRANT-OUTSIDE**
Account No. **6994128**
Ticket No. **43006**
Tax Year **2025**
Parcel ID: **12 405006200110000**

Amount Exonerated: $113.93

PRESENT: Prosecuting Attorney
(or)

PRESENT: Tax Commissioner

ATTEST: County Clerk

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

ASSESSOR

EX-RE7493

EXONERATIONS

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Real Estate

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

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

On the 20th day of August, 2025 issued the following order, which was made and entered, to-wit:

Upon application of DMCNEMAR for **MOUNTAIN OPPORTUNITIES CORPORATION** whose address is, 433 BALTIMORE AVE CLARKSBURG, WV 26301, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **200** on **1 LOT #15 SEC 3 RIVERSIDE** , Class **3/4** in **COAL-CLARKSBURG**, Harrison County, West Virginia, which should have been assessed at **0**, Class **3/4** in and for the year **2025**, resulting in a difference in assessed value of **200**. 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 **2025**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

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

The above mentioned property was non-taxable organization but was errorneously made taxable. Exonerate a value of 200 at a Class 4 rate of levy to correct the overcharge. ***CANCEL 2025 TAX TICKET***

District: **08 - COAL-CLARKSBURG**
Account No. **6067347**
Ticket No. **28135**
Tax Year **2025**
Parcel ID: **08 11001300000000**

Amount Exonerated: $6.16

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

ATTEST: County Clerk

ASSESSOR

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

EX-RE7495

EXONERATIONS

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Real Estate

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

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

On the 20th day of August, 2025 issued the following order, which was made and entered, to-wit:

Upon application of DMCNEMAR for **MOUNTAIN OPPORTUNITIES CORPORATION** whose address is, 433 BALTIMORE AVE CLARKSBURG, WV 26301, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **2040** on **1 LOT #14 SEC 3 RIVERSIDE** , Class **3/4** in **COAL-CLARKSBURG**, Harrison County, West Virginia, which should have been assessed at **0**, Class **3/4** in and for the year **2025**, resulting in a difference in assessed value of **2040**. 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 **2025**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

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

The above mentioned property was non-taxable organization but was errorneously made taxable. Exonerate a value of 2040 at a Class 4 rate of levy to correct the overcharge. ***CANCEL 2025 TAX TICKET***

District: **08 - COAL-CLARKSBURG**
Account No. **7041909**
Ticket No. **28136**
Tax Year **2025**
Parcel ID: **08 11001400000000**

Amount Exonerated: $62.83

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

ATTEST: County Clerk

ASSESSOR

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

EX-RE7497

EXONERATIONS

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Real Estate

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

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

On the 20th day of August, 2025 issued the following order, which was made and entered, to-wit:

Upon application of DMCNEMAR for **MOUNTAIN OPPORTUNITIES CORPORATION** whose address is, 433 BALTIMORE AVE CLARKSBURG, WV 26301, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **2040** on **1 LOT 13 SEC 3 RIVERSIDE** , Class **3/4** in **COAL-CLARKSBURG**, Harrison County, West Virginia, which should have been assessed at **0**, Class **3/4** in and for the year **2025**, resulting in a difference in assessed value of **2040**. 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 **2025**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

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

The above mentioned property was non-taxable organization but was errorneously made taxable. Exonerate a value of 2040 at a Class 4 rate of levy to correct the overcharge. ***CANCEL 2025 TAX TICKET***

District: **08 - COAL-CLARKSBURG**
Account No. **6067338**
Ticket No. **28137**
Tax Year **2025**
Parcel ID: **08 11001500000000**

Amount Exonerated: $62.83

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

ATTEST: County Clerk

ASSESSOR Allen A Ferrell

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

EX-RE7499

EXONERATIONS

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Real Estate

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

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

On the 20th day of August, 2025 issued the following order, which was made and entered, to-wit:

Upon application of DMCNEMAR for **MOUNTAIN OPPORTUNITIES CORPORATION** whose address is, 433 BALTIMORE AVE CLARKSBURG, WV 26301, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **2040** on **1 LOT 12 SEC 3 RIVERSIDE** , Class **3/4** in **COAL-CLARKSBURG**, Harrison County, West Virginia, which should have been assessed at **0**, Class **3/4** in and for the year **2025**, resulting in a difference in assessed value of **2040**. 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 **2025**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

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

The above mentioned property was non-taxable organization but was errorneously made taxable. Exonerate a value of 2040 at a Class 4 rate of levy to correct the overcharge. ***CANCEL 2025 TAX TICKET***

District: **08 - COAL-CLARKSBURG**
Account No. **6067329**
Ticket No. **28138**
Tax Year **2025**
Parcel ID: **08 11003100000000**

Amount Exonerated: $62.83

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

ATTEST: County Clerk

ASSESSOR

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

EX-RE7510

EXONERATIONS

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Real Estate

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

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

On the 20th day of August, 2025 issued the following order, which was made and entered, to-wit:

Upon application of DMCNEMAR for **SKINNER HELEN J -DAVID G & RACHEL A** whose address is, 1105 25TH ST CLARKSBURG, WV 26301, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **21540** on **1 LOT PT 2-3 SEC 34 N VIEW** , Class **3/4** in **COAL-CLARKSBURG**, Harrison County, West Virginia, which should have been assessed at **8160**, Class **2** in and for the year **2025**, resulting in a difference in assessed value of **13380**. 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 **2025**, 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 had a beauty shop which closed prior to July 1, 2024 & what was the beauty shop adjoins her residence & is used as storage therefore Class 2 applies. Exonerate a value of 17460 at a Class 4 rate of levy to correct the overcharge.

District: **08 - COAL-CLARKSBURG**

Account No. 6075980
Ticket No. 28929
Tax Year **2025**
Parcel ID: **08 9021400000000**

Amount Exonerated: $537.77

APPROVED: President, County Commission

PRESENT: Prosecuting Attorney

PRESENT: Tax Commissioner

ATTEST: County Clerk

ORDER ENTERED TO STATE AUDITOR

ASSESSOR

EX-PP7455

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 20th day of August, 2025 issued the following order, which was made and entered, to-wit:

Upon application of CRICHARDS for **CALOCCIA TIFFANY R** whose address is, 1636 SHINNSTON PIKE CLARKSBURG, WV 26301, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **713** on **10 FORD EXPLORER**, Class **3/4** in **COAL-OUTSIDE**, Harrison County, West Virginia, which should have been assessed at **0**, Class **3/4** in and for the year **2025**, resulting in a difference in assessed value of **713**. 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 **2025**, 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 2010 Ford, the vehicle was gone prior to July 1, 2024. Cancel this ticket and mark improper for the 2025 tax year.

District: **07 - COAL-OUTSIDE**
Account No. **3039909**
Ticket No. **809162**
Tax Year **2025**
Parcel ID:

Amount Exonerated: $16.61

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

ATTEST: County Clerk

ASSESSOR Allen R Forrer

EX-PP7413

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 20th day of August, 2025 issued the following order, which was made and entered, to-wit:

Upon application of CRICHARDS for **SPRY SETH N** whose address is, PO BOX 234 LUMBERPORT, WV 26386, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **57030** on **2020 TOYO TACOMA**, Class **2** in **EAGLE-OUTSIDE**, Harrison County, West Virginia, which should have been assessed at **38160**, Class **2** in and for the year **2024**, resulting in a difference in assessed value of **18870**. 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 2020 Toyota, the vehicle was gone prior to July 1, 2023. Exonerate a value of 18870 at a class 3 rate of levy to correct the overcharge. Please remove the 20 Toyo Taco (18870) from the vehicle description.

District: **09 - EAGLE-OUTSIDE**
Account No. **3058051**
Ticket No. **414294**
Tax Year **2024**
Parcel ID:

Amount Exonerated: $432.88

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

ATTEST: County Clerk

ASSESSOR Allen R Ferrell

EX-PP7465

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 20th day of August, 2025 issued the following order, which was made and entered, to-wit:

Upon application of CRICHARDS for **AMERICAN LUNG CARE INC %SALAM RAJJOUB** whose address is, 700 GENESIS BLVD BRIDGEPORT, WV 26330, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **99125** on **2016 Cadillac**, Class **3/4** in **SIMPSON-BRIDGEPORT**, Harrison County, West Virginia, which should have been assessed at **85490**, Class **3/4** in and for the year **2025**, resulting in a difference in assessed value of **13635**. 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 **2025**, 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 Cadillac, the vehicle was traded for a Tesla that is reported on their personal account #3034555. Exonerate a value of 13635 at a class 4 rate of levy to correct the overcharge. Please remove the 16 Cadi Esca (13635) from the vehicle description.

District: **16 - SIMPSON-BRIDGEPORT**
Account No. **3034959**
Ticket No. **820729**
Tax Year **2025**
Parcel ID:

Amount Exonerated: $415.43

PRESENT: Prosecuting Attorney
(or)

PRESENT: Tax Commissioner

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

ATTEST: County Clerk

ASSESSOR

EX-PP7467

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 20th day of August, 2025 issued the following order, which was made and entered, to-wit:

Upon application of CRICHARDS for **CLEVELAND BRANDON A & TIFFANY M** whose address is, 205 WORLEY AVE CLARKSBURG, WV 26301, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **10515** on **2019 Toyota**, Class **3/4** in **CLARK-CLARKSBURG**, Harrison County, West Virginia, which should have been assessed at **0**, Class **3/4** in and for the year **2025**, resulting in a difference in assessed value of **10515**. 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 **2025**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

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

The above mentioned taxpayer in error reported the 2019 Toyota, the vehicle was traded for a leased vehicle January 2024. Cancel this ticket and mark improper for the 2025 tax year.

District: **03 - CLARK-CLARKSBURG**
Account No. **3070893**
Ticket No. **802661**
Tax Year **2025**
Parcel ID:

Amount Exonerated: $323.86

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

ATTEST: County Clerk

ASSESSOR

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

EX-PP7469

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 20th day of August, 2025 issued the following order, which was made and entered, to-wit:

Upon application of CRICHARDS for **DE LAGE LANDEN FINANCIAL SERVICES INC** whose address is, PO BOX 3293 OAK BROOK, IL 60522, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **27112** on **MACHINERY & COMPUTERS**, Class **3/4** in **CLARK-CLARKSBURG**, Harrison County, West Virginia, which should have been assessed at **21187**, Class **3/4** in and for the year **2025**, resulting in a difference in assessed value of **5925**. 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 **2025**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

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

The above mentioned taxpayer in error is assessed at an incorrect value. Exonerate a value of 5925 at a class 4 rate of levy to correct the overcharge. Correct description to 00 ME - MACH (20848) 00 CE - COMP (340).

District: **03 - CLARK-CLARKSBURG**
Account No. **3041685 TIF #4**
Ticket No. **802840**
Tax Year **2025**
Parcel ID:

Amount Exonerated: $182.49

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

ATTEST: County Clerk

ASSESSOR

EX-PP7471

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 20th day of August, 2025 issued the following order, which was made and entered, to-wit:

Upon application of CRICHARDS for **DE LAGE LANDEN FINANCIAL SERVICES INC** whose address is, PO BOX 3293 OAK BROOK, IL 60522, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **149669** on **MACHINERY & COMPUTERS**, Class **3/4** in **ELK**, Harrison County, West Virginia, which should have been assessed at **138842**, Class **3/4** in and for the year **2025**, resulting in a difference in assessed value of **10827**. 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 **2025**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

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

The above mentioned taxpayer in error is assessed at an incorrect value. Exonerate a value of 10827 at a class 3 rate of levy to correct the overcharge. Correct description to 00 ME - MACH (136238) 00 CE - COMP (2604).

District: **11 - ELK**
Account No. **3036774**
Ticket No. **814672**
Tax Year **2025**
Parcel ID:

Amount Exonerated: $252.27

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

ATTEST: County Clerk

ASSESSOR

EX-PP7473

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 20th day of August, 2025 issued the following order, which was made and entered, to-wit:

Upon application of CRICHARDS for **DE LAGE LANDEN FINANCIAL SERVICES INC** whose address is, PO BOX 3293 OAK BROOK, IL 60522, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **32669** on **MACHINERY & COMPUTERS**, Class **3/4** in **SIMPSON-BRIDGEPORT**, Harrison County, West Virginia, which should have been assessed at **24655**, Class **3/4** in and for the year **2025**, resulting in a difference in assessed value of **8014**. 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 **2025**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

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

The above mentioned taxpayer in error is assessed at an incorrect value. Exonerate a value of 8014 at a class 4 rate of levy to correct the overcharge. Correct description to 00 ME - MACH (23346) 00 CE - COMP (1310).

District: **16 - SIMPSON-BRIDGEPORT**
Account No. **2455989**
Ticket No. **821570**
Tax Year **2025**
Parcel ID:

Amount Exonerated: $244.17

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

ATTEST: County Clerk

ASSESSOR Allen R Furner

EX-PP7475

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 20th day of August, 2025 issued the following order, which was made and entered, to-wit:

Upon application of CRICHARDS for **DE LAGE LANDEN FINANCIAL SERVICES INC** whose address is, PO BOX 3293 OAK BROOK, IL 60522, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **78857** on **MACHINERY & COMPUTERS**, Class **3/4** in **SIMPSON-BRIDGEPORT**, Harrison County, West Virginia, which should have been assessed at **65441**, Class **3/4** in and for the year **2025**, resulting in a difference in assessed value of **13416**. 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 **2025**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

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

The above mentioned taxpayer in error is assessed at an incorrect value. Exonerate a value of 13416 at a class 4 rate of levy to correct the overcharge. Correct description to 00 ME - MACH (65441).

District: **16 - SIMPSON-BRIDGEPORT**
Account No. **3052256 TIF #3**
Ticket No. **421966**
Tax Year **2025**
Parcel ID:

Amount Exonerated: $408.76

_____ PRESENT: _____

Prosecuting Attorney APPROVED: President, County Commission

(or)

_____

PRESENT: Tax Commissioner

ORDER ENTERED TO STATE AUDITOR

_____

ATTEST: County Clerk

ASSESSOR Allen A Turner

EX-PP7477

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 20th day of August, 2025 issued the following order, which was made and entered, to-wit:

Upon application of CRICHARDS for **DE LAGE LANDEN FINANCIAL SERVICES INC** whose address is, PO BOX 3293 OAK BROOK, IL 60522, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **6707** on **MACHINERY**, Class **3/4** in **TENMILE-SALEM**, Harrison County, West Virginia, which should have been assessed at **1959**, Class **3/4** in and for the year **2025**, resulting in a difference in assessed value of **4748**. 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 **2025**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

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

The above mentioned taxpayer in error is assessed at an incorrect value. Exonerate a value of 4748 at a class 4 rate of levy to correct the overcharge. Correct description to 00 ME - MACH (1959) .

District: **19 - TENMILE-SALEM**
Account No. **3004458**
Ticket No. **826865**
Tax Year **2025**
Parcel ID:

Amount Exonerated: $134.37

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

ATTEST: County Clerk

ASSESSOR: Allen R Ferrer

EX-PP7534

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 20th day of August, 2025 issued the following order, which was made and entered, to-wit:

Upon application of CRICHARDS for **DEWITT-MORRIS RAMONA J** whose address is, 1271 DUCK CREEK RD LOST CREEK, WV 26385, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **35638** on **2024 Subaru**, Class **3/4** in **GRANT-OUTSIDE**, Harrison County, West Virginia, which should have been assessed at **19320**, Class **3/4** in and for the year **2025**, resulting in a difference in assessed value of **16318**. 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 **2025**, 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 2024 Subaru, the vehicle is her daughters account # 3090530 and she is military exempt. Exonerate a value of 16318 at a class 3 rate of levy to correct the overcharge. Please remove the 24 Suba Cross (16318) from the vehicle description.

District: **12 - GRANT-OUTSIDE**
Account No. **3060382**
Ticket No. **815872**
Tax Year **2025**
Parcel ID:

Amount Exonerated: $380.21

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

ATTEST: County Clerk

ASSESSOR Ellen A Fore

EX-PP7479

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 20th day of August, 2025 issued the following order, which was made and entered, to-wit:

Upon application of CRICHARDS for **DIERINGER ROBB J & JANET A** whose address is, 784 TWIN OAKS DR BRIDGEPORT, WV 26330, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **54690** on **2023 Scooter**, Class **3/4** in **SIMPSON-BRIDGEPORT**, Harrison County, West Virginia, which should have been assessed at **17979**, Class **3/4** in and for the year **2025**, resulting in a difference in assessed value of **36711**. 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 **2025**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

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

The above mentioned taxpayer in error is assessed at an incorrect value on the 2023 Scooter. Exonerate a value of 36711 at a class 4 rate of levy to correct the overcharge. Correct scooter description to 23 VESP SCOO (3339).

District: **16 - SIMPSON-BRIDGEPORT**
Account No. **1815352**
Ticket No. **821643**
Tax Year **2025**
Parcel ID:

Amount Exonerated: $1118.51

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

ATTEST: County Clerk

ASSESSOR

EX-PP7481

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 20th day of August, 2025 issued the following order, which was made and entered, to-wit:

Upon application of CRICHARDS for **GROGG LISA D** whose address is, PO BOX 511 LOST CREEK, WV 26385, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **11880** on **2015 Buick**, Class **3/4** in **GRANT-OUTSIDE**, Harrison County, West Virginia, which should have been assessed at **8370**, Class **3/4** in and for the year **2025**, resulting in a difference in assessed value of **3510**. 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 **2025**, 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 2015 Buick, the vehicle was replaced with the 2020 Nissan also reported. Exonerate a value of 3510 at a class 3 rate of levy to correct the overcharge. Please remove the 15 Buic Enco (3510) from the vehicle description.

District: **12 - GRANT-OUTSIDE**
Account No. **3025628**
Ticket No. **816100**
Tax Year **2025**
Parcel ID:

Amount Exonerated: $81.78

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

ATTEST: County Clerk

ASSESSOR

EX-PP7483

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 20th day of August, 2025 issued the following order, which was made and entered, to-wit:

Upon application of CRICHARDS for **HAUGHT GLEN RAY & PATTI JO** whose address is, PO BOX 216 LUMBERPORT, WV 26386, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **75195** on **2018 Nissan**, Class **3/4** in **EAGLE-LUMBERPORT**, Harrison County, West Virginia, which should have been assessed at **69120**, Class **3/4** in and for the year **2025**, resulting in a difference in assessed value of **6075**. 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 **2025**, 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 2018 Nissan, the vehicle was gone January 2024. Exonerate a value of 6075 at a class 4 rate of levy to correct the overcharge. Please remove the 18 Niss Rogu (6075) from the vehicle description.

District: **10 - EAGLE-LUMBERPORT**
Account No. **1089510**
Ticket No. **814286**
Tax Year **2025**
Parcel ID:

Amount Exonerated: $170.95

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

ATTEST: County Clerk

ASSESSOR Ellen R Ferrell

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

EX-PP7485

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 20th day of August, 2025 issued the following order, which was made and entered, to-wit:

Upon application of CRICHARDS for **KOOKEN DAVID H & ASHLEY N (MURPHY)** whose address is, 33 RALPH DR CLARKSBURG, WV 26301, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **38094** on **2013 Keystone**, Class **3/4** in **COAL-OUTSIDE**, Harrison County, West Virginia, which should have been assessed at **28404**, Class **3/4** in and for the year **2023**, resulting in a difference in assessed value of **9690**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, in and for the year **2023**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

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

The above mentioned taxpayer in error is being assessed at an incorrect value on the 2013 Keystone. Exonerate a value of 9690 at a class 3 rate of levy to correct the overcharge.

District: **07 - COAL-OUTSIDE**
Account No. **3027619**
Ticket No. **700000235**
Tax Year **2023**
Parcel ID:

Amount Exonerated: $225.58

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

ATTEST: County Clerk

ASSESSOR

EX-PP7487

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 20th day of August, 2025 issued the following order, which was made and entered, to-wit:

Upon application of CRICHARDS for **KOOKEN DAVID H & ASHLEY N (MURPHY)** whose address is, 33 RALPH DR CLARKSBURG, WV 26301, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **48481** on **2013 Keystone**, Class **3/4** in **COAL-OUTSIDE**, Harrison County, West Virginia, which should have been assessed at **38851**, Class **3/4** in and for the year **2024**, resulting in a difference in assessed value of **9630**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, in and for the year **2024**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

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

The above mentioned taxpayer in error is being assessed at an incorrect value on the 2013 Keystone. Exonerate a value of 9630 at a class 3 rate of levy to correct the overcharge.

District: **07 - COAL-OUTSIDE**
Account No. **3027619**
Ticket No. **410177**
Tax Year **2024**
Parcel ID:

Amount Exonerated: $220.91

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

ATTEST: County Clerk

ASSESSOR

EX-PP7489

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 20th day of August, 2025 issued the following order, which was made and entered, to-wit:

Upon application of CRICHARDS for **KOOKEN DAVID H & ASHLEY N (MURPHY)** whose address is, 33 RALPH DR CLARKSBURG, WV 26301, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **55329** on **2013 Keystone**, Class **3/4** in **COAL-OUTSIDE**, Harrison County, West Virginia, which should have been assessed at **44679**, Class **3/4** in and for the year **2025**, resulting in a difference in assessed value of **10650**. 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 **2025**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

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

The above mentioned taxpayer in error is being assessed at an incorrect value on the 2013 Keystone. Exonerate a value of 10650 at a class 3 rate of levy to correct the overcharge.

District: **07 - COAL-OUTSIDE**
Account No. **3027619**
Ticket No. **809962**
Tax Year **2025**
Parcel ID:

Amount Exonerated: $248.14

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

ATTEST: County Clerk

ASSESSOR

EX-PP7511

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 20th day of August, 2025 issued the following order, which was made and entered, to-wit:

Upon application of CRICHARDS for **STARKEY JORETTA B** whose address is, 1543 FAIRMONT AVE CLARKSBURG, WV 26301, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **3840** on **2016 Ford**, Class **3/4** in **COAL-CLARKSBURG**, Harrison County, West Virginia, which should have been assessed at **0**, Class **3/4** in and for the year **2025**, resulting in a difference in assessed value of **3840**. 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 **2025**, 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 Ford, the vehicle was sold September 2023. Cancel this ticket and mark improper for the 2025 tax year.

District: **08 - COAL-CLARKSBURG**
Account No. **3035814**
Ticket No. **812227**
Tax Year **2025**
Parcel ID:

Amount Exonerated: $118.27

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

ATTEST: County Clerk

ASSESSOR

EX-PP7513

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 20th day of August, 2025 issued the following order, which was made and entered, to-wit:

Upon application of CRICHARDS for **SUTER ROGER P II & MELISSA L** whose address is, 108 ASHMORE DR BRIDGEPORT, WV 26330, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **73965** on **2018 Toyota**, Class **3/4** in **SIMPSON-BRIDGEPORT**, Harrison County, West Virginia, which should have been assessed at **72630**, Class **3/4** in and for the year **2023**, resulting in a difference in assessed value of **1335**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, in and for the year **2023**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

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

The above mentioned taxpayer in error is assessed for a 2018 Toyota, the correct vehicle should be a 2017 Toyota. Exonerate a value of 1335 at a class 4 rate of levy to correct the overcharge.

District: **16 - SIMPSON-BRIDGEPORT**
Account No. **3033630**
Ticket No. **624586**
Tax Year **2023**
Parcel ID:

Amount Exonerated: $40.65

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

ATTEST: County Clerk

ASSESSOR

EX-PP7517

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 20th day of August, 2025 issued the following order, which was made and entered, to-wit:

Upon application of CRICHARDS for **SUTER ROGER P II & MELISSA L** whose address is, 108 ASHMORE DR BRIDGEPORT, WV 26330, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **61125** on **2018 Toyota**, Class **3/4** in **SIMPSON-BRIDGEPORT**, Harrison County, West Virginia, which should have been assessed at **60390**, Class **3/4** in and for the year **2024**, resulting in a difference in assessed value of **735**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, in and for the year **2024**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

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

The above mentioned taxpayer in error is assessed for a 2018 Toyota, the correct vehicle should be a 2017 Toyota. Exonerate a value of 735 at a class 4 rate of levy to correct the overcharge.

District: **16 - SIMPSON-BRIDGEPORT**
Account No. **3033630**
Ticket No. **424678**
Tax Year **2024**
Parcel ID:

Amount Exonerated: $22.13

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

ATTEST: County Clerk

ASSESSOR

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

EX-PP7519

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 20th day of August, 2025 issued the following order, which was made and entered, to-wit:

Upon application of CRICHARDS for **THOMAS JOSEPH L** whose address is, 8207 PLAINWOOD AVE STONEWOOD, WV 26301, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **7845** on **2009 Chevy**, Class **3/4** in **CLARK-STONEWOOD**, Harrison County, West Virginia, which should have been assessed at **6750**, Class **3/4** in and for the year **2025**, resulting in a difference in assessed value of **1095**. 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 **2025**, 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 2009 Chevy, vehicle was not owned July 1, 2024. Exonerate a value of 1095 at a class 4 rate of levy to correct the overcharge. Please remove the 09 Chev Impa (1095) from the vehicle description.

District: **02 - CLARK-STONEWOOD**
Account No. **3054725**
Ticket No. **802121**
Tax Year **2025**
Parcel ID:

Amount Exonerated: $33.73

PRESENT: Prosecuting Attorney
(or)

PRESENT: Tax Commissioner

ATTEST: County Clerk

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

ASSESSOR

EX-PP7521

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 20th day of August, 2025 issued the following order, which was made and entered, to-wit:

Upon application of CRICHARDS for **VIGLIANCO MADELINE E** whose address is, 127 MAUDE ST CLARKSBURG, WV 26301, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **17985** on **2018 Chevy**, Class **3/4** in **CLARK-CLARKSBURG**, Harrison County, West Virginia, which should have been assessed at **12390**, Class **3/4** in and for the year **2025**, resulting in a difference in assessed value of **5595**. 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 **2025**, 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 2018 Chevy, it was replaced with the 2024 also reported. Exonerate a value of 5595 at a class 4 rate of levy to correct the overcharge. Please remove the18 Chev Cruz (5595) from the vehicle description.

District: **03 - CLARK-CLARKSBURG**
Account No. **3083125**
Ticket No. **805141**
Tax Year **2025**
Parcel ID:

Amount Exonerated: $172.33

PRESENT: Prosecuting Attorney
(or)

PRESENT: Tax Commissioner

ATTEST: County Clerk

ASSESSOR

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

EX-PP7523

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 20th day of August, 2025 issued the following order, which was made and entered, to-wit:

Upon application of CRICHARDS for **WADDELL JENNIFER L** whose address is, PO BOX 388 CLARKSBURG, WV 26302, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **35973** on **2020 Trailer**, Class **2** in **CLARK-OUTSIDE**, Harrison County, West Virginia, which should have been assessed at **35853**, Class **2** in and for the year **2025**, resulting in a difference in assessed value of **120**. 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 **2025**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

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

The above mentioned taxpayer in error is assessed for the 2020 trailer. Exonerate a value of 120 at a class 3 rate of levy to correct the overcharge. Please remove the 20 TRU TRLR (120) from the vehicle description.

District: **01 - CLARK-OUTSIDE**
Account No. **3070542**
Ticket No. **801419**
Tax Year **2025**
Parcel ID:

Amount Exonerated: $2.80

PRESENT: Prosecuting Attorney
(or)

PRESENT: Tax Commissioner

ATTEST: County Clerk

ASSESSOR

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

EX-PP7506

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 20th day of August, 2025 issued the following order, which was made and entered, to-wit:

Upon application of CRICHARDS for **MASON JOSEPH H** whose address is, 9699 GOOD HOPE PIKE JANE LEW, WV 26378, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **20851** on **197 Dodge Dart**, Class **3/4** in **GRANT-OUTSIDE**, Harrison County, West Virginia, which should have been assessed at **17251**, Class **3/4** in and for the year **2025**, resulting in a difference in assessed value of **3600**. 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 **2025**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

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

The above mentioned taxpayer in error is assessed at an incorrect value for the 1972 Dodge Dart. Exonerate a value of 3600 at a class 3 rate of levy to correct the overcharge.

District: **12 - GRANT-OUTSIDE**
Account No. **1670775**
Ticket No. **816370**
Tax Year **2025**
Parcel ID:

Amount Exonerated: $83.88

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

ATTEST: County Clerk

ASSESSOR

EX-PP7526

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 20th day of August, 2025 issued the following order, which was made and entered, to-wit:

Upon application of CRICHARDS for **WARD CHAD M** whose address is, 256 RUTH FIELD DR CLARKSBURG, WV 26301, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **15975** on **2005 Aircraft**, Class **3/4** in **SARDIS**, Harrison County, West Virginia, which should have been assessed at **0**, Class **3/4** in and for the year **2025**, resulting in a difference in assessed value of **15975**. 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 **2025**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

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

The above mentioned taxpayer in error is assessed for the 2005 Aircraft, it is assessed in Marion County. Cancel this ticket and mark improper for the 2025 tax year.

District: **14 - SARDIS**
Account No. **3063552**
Ticket No. **818333**
Tax Year **2025**
Parcel ID:

Amount Exonerated: $372.22

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

ATTEST: County Clerk

ASSESSOR

CT-PP7530

CORRECTIVE TICKET

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Personal Property

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

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

On the 20th day of August, 2025 issued the following order, which was made and entered, to-wit:

Upon application of CRICHARDS for **DE LAGE LANDEN FINANCIAL SERVICES INC** whose address is, PO BOX 3293 OAK BROOK, IL 60522, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **13618** on **MACHINERY & COMPUTERS**, Class 3/4 in **SIMPSON-BRIDGEPORT**, Harrison County, West Virginia, which should have been assessed at **20497**, in and for the year **2025**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, and that a corrected assessment and the payment of the correct taxes so assessed in and for the year **2025**, as described below, be so ordered.

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

The above mentioned taxpayer in error is assessed at an incorrect value. Create a ticket value of 20497 at a class 4 rate of levy to properly assess and allow discount/half year payments as afforded all taxpayers. Correct description to 00 ME - MACH (18738) 00 CE - COMP (1758).

District **16 - SIMPSON-BRIDGEPORT**
Account No. **3068322**
Ticket No. **821572**
Tax Year **2025**
Parcel ID:

Amount Exonerated: **$414.91**
Corrected Ticket Amount: **$ 624.50**
TIF: **#6**

_____ PRESENT: _____
Prosecuting Attorney APPROVED: President, County Commission
(or)

_____
PRESENT: Tax Commissioner

ORDER ENTERED TO STATE AUDITOR

_____
ATTEST: County Clerk

ASSESSOR

CT-PP7528

CORRECTIVE TICKET

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Personal Property

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

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

On the 20th day of August, 2025 issued the following order, which was made and entered, to-wit:

Upon application of CRICHARDS for **DE LAGE LANDEN FINANCIAL SERVICES INC** whose address is, PO BOX 3293 OAK BROOK, IL 60522, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **52481** on **MACHINERY & COMPUTERS**, Class 3/4 in **CLARK-CLARKSBURG**, Harrison County, West Virginia, which should have been assessed at **67841**, in and for the year **2025**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, and that a corrected assessment and the payment of the correct taxes so assessed in and for the year **2025**, as described below, be so ordered.

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

The above mentioned taxpayer in error is assessed at an incorrect value. Create a ticket value of 67841 at a class 4 rate of levy to properly assess and allow discount/half year payments as afforded all taxpayers. Correct description to 00 ME - MACH (64662) 00 CE - COMP (3180).

District **03 - CLARK-CLARKSBURG**
Account No. **2455970**
Ticket No. **802841**
Tax Year **2025**
Parcel ID:

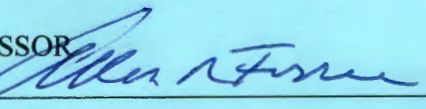
Amount Exonerated: **$1616.41**
Corrected Ticket Amount: **$ 2089.50**
TIF: #

_____ PRESENT: _____
Prosecuting Attorney APPROVED: President, County Commission
(or)

_____
PRESENT: Tax Commissioner

ORDER ENTERED TO STATE AUDITOR

_____
ATTEST: County Clerk

ASSESSOR 

CT-PP7532

CORRECTIVE TICKET

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Personal Property

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

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

On the 20th day of August, 2025 issued the following order, which was made and entered, to-wit:

Upon application of CRICHARDS for **WOOD TIMOTHY S & JACQUELINE L** whose address is, 2013 TANGLEWOOD RD BRIDGEPORT, WV 26330, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **19350** on **District Error**, Class 3/4 in **UNION-WEST MILFORD**, Harrison County, West Virginia, which should have been assessed at **19350**, in and for the year **2025**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, and that a corrected assessment and the payment of the correct taxes so assessed in and for the year **2025**, as described below, be so ordered.

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

The above mentioned taxpayer in error is assessed in District 21, the correct district is District 16. District change only the correct District is 16.

District **21 - UNION-WEST MILFORD**
Account No. **3044309**
Ticket No. **829477**
Tax Year **2025**
Parcel ID:

Amount Exonerated: **$547.60**
Corrected Ticket Amount: **$ 589.56**
TIF: #

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ATTEST: County Clerk

ORDER ENTERED TO STATE AUDITOR

ASSESSOR

HARRISON COUNTY COMMISSION

CLARKSBURG

ORDER

Following duly noticed public deliberation, the Harrison County Commission finds the proposed Asset Purchase Agreement between the Summit Park Public Service District and the Clarksburg Sanitary Board to be in the best interests of Harrison County and the ratepayers of both utilities.

Accordingly, and as required by W.Va . Code §16-13A-18a, the Commission hereby APPROVES the sale of the sanitary/sewer system of the Summit Park Public Service District to the Clarksburg Sanitary Board by the Asset Purchase Agreement appended to the Joint Petition submitted by these utilities and further directs the County Administrator to forward this Order to the Public Service Commission of West Virginia.

DATED: _____

_____
Commission President

_____
Commissioner

_____
Commissioner

HARRISON COUNTY COMMISSION
CLARKSBURG

AND NOW, this 28th day of July 2025, Joint Petitioners Summit Park Public Service District and the Clarksburg Sanitary Board respectfully request that the Harrison County Commission approve the Asset Purchase Agreement made between these Petitioners, as required by W.Va. Code §16-13A-18a. In support of this request, the Joint Petitioners state that:

1. The Asset Purchase Agreement, attached at Exhibit A, has been approved by unanimous public vote of the Board of Directors of the Clarksburg Sanitary Board on May 30, 2025. Following a duly noticed public hearing on July 14, 2025, the Board of Directors of the Summit Park Public Service District also unanimously approved this Agreement.

2. This Agreement is the full and final agreement between the Joint Petitioners and was made by fair bargaining between these Parties.

3. The Joint Petitioners find that this Agreement is in the best interests of the ratepayers of both utilities and will promote efficient and effective public sanitary sewer service in Harrison County.

4. Upon final approval by the Public Service Commission of West Virginia, sewer assets of the District will be conveyed to the Sanitary Board and Summit Park customers will become direct, retail customers of the Board. Former customers of Summit Park will be served at the Sanitary Board tariff rate, with a rate decrease of approximately 18%.

THEREFORE, these Joint Petitioners respectfully request that the Harrison County Commission APPROVE the Asset Purchase Agreement.

SUMMIT PARK PUBLIC SERVICE DISTIRCT

Robert Hinebaugh
Chairman

CLARKSBURG SANITARY BOARD

Tiffany Cell
Chairman

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement"), is made and entered into this ____ day of July 2025, by and between the Clarksburg Sanitary Board, a political subdivision of the State of West Virginia ("CSB"), and the Summit Park Public Service District, a political subdivision of the State of West Virginia ("Seller"). CSB and Seller are sometimes hereinafter referred to as a "Party" or collectively as the "Parties".

WHEREAS, CSB is a municipal corporation and a political subdivision of the State of West Virginia and currently provides sanitary sewer collection and treatment services to approximately 7,063 direct customers and nine (9) sale for resale customers, including Seller, throughout Harrison County, West Virginia; and

WHEREAS, Seller operates and maintains a sanitary sewer collection system that serves approximately 470 customers in Harrison County, West Virginia in an area contiguous with CSB's sewer system. Flows collected by Seller are transmitted to and treated by CSB; and

WHEREAS, the assets of Seller's sanitary sewer system includes, but is not limited to, pump houses, lift stations, sewer collection lines, mains, extensions, laterals, connections, services, and all other equipment and personal property used and useful in providing sewer service to the customers of Seller, together with all real property, interests in land, leases, easements, rights-of-way, permits, certificates of convenience and necessity, sewer service deposit accounts, savings accounts, investments, tap fees, sewer service security deposits, accounts receivable, renewal and replacement accounts, customer contributions in aid of construction, and all other tangible and intangible assets owned or held by Seller and used or useful in providing sewer service to Seller's customers (collectively, the "System"); and

WHEREAS, considerable costs and expenses must be expended by Seller to continue to own, operate, maintain and make necessary upgrades to the System, including, but not limited to, extension of service to an industrial development and routine renewal and replacement of the facilities that currently provide service to the customers of the System; and

WHEREAS, the Board of Directors of Seller has determined that efficiencies in providing services will be achieved through the sale of the assets associated with the Systems to CSB; and

WHEREAS, the Parties have determined that it is desirable for CSB to acquire the assets associated with the Systems and assume the service obligations of Seller.

NOW, THEREFORE, WITNESSETH, that for and in consideration of the Parties' mutual obligations and interests, the covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, the Parties agree as follows.

1. **Purchase Agreement**. CSB hereby agrees to acquire from Seller and Seller hereby agrees to grant and convey to CSB, for the consideration and upon the terms and

conditions contained in this Agreement, the assets of the System, including all extensions of the System made after the date hereof and prior to the Closing (hereinafter defined), together with all real property and including all other interests in land, leases, easements, rights-of-way, permits, certificates of convenience and necessity, deposit accounts, cash, savings accounts, investments, tap fees, security deposits, accounts receivable, renewal and replacement accounts, customer contributions in aid of construction, service territories and all other tangible and intangible assets owned or held by Seller and used or useful in providing service to the customers of the System (the "Assets").

2. **Consideration**. As consideration for Seller's conveyance of the Assets to CSB (subject to the exceptions and reservations provided for herein), CSB agrees to permanently assume full responsibility for the operation and maintenance of the System, including, without limitation, providing all customer service functions, billing, system maintenance and upgrades, vendor and bank debt payments and extensions of services. Seller and CSB agree, and each hereby acknowledges and represents, that the consideration for the conveyance of the Assets, as set forth in this Agreement, was reached through arm's length negotiations and represent the fair market value of the Assets conveyed by the terms of this Agreement.

3. **Pre-Closing Operation of the Systems**. Unless otherwise agreed to by CSB and Seller in writing, until Closing (as hereinafter defined), day-to-day operation of the Systems shall be continued by Seller. Provided, however, Seller shall not make any material changes in the operation and maintenance of the System, including, without limitation, incurring any debt, without the prior written consent of Seller. From and after Closing, CSB shall own and operate the Assets, including the former service territory of Seller, and all customers currently served by Seller shall thereafter for all purposes be customers of CSB.

4. **Final Meter Reading**. As near to Closing as reasonably practicable, a final reading of Seller's meters will be conducted. Revenues received prior to Closing shall be accounted for as revenue of Seller and revenues received on and after Closing shall be accounted for as revenue of CSB.

5. **Non-Assumption of Liabilities and Undertaking of Seller and CSB**. CSB and Seller expressly agree that, except for the obligations, if any, under PSC rules and regulations to make refunds under mainline extension agreements between Seller and its current customers, CSB is not assuming any liabilities, obligations or debts of Seller, including, but not limited to, any liabilities, obligations or debts owed to individuals, banks, entities, vendors, consultants, attorneys, engineers, accountants, suppliers, governmental entities, repairmen and/or contractors. All other debts, obligations, encumbrances and liabilities of Seller related to the System will be settled prior to or at Closing pursuant to Paragraph 10 (A)(iii), below.

6. **Harrison County Commission Consent and Approval.** Pursuant to the provisions of W. Va. Code § 16-13A-18a, CSB and Seller shall file and diligently pursue a joint petition to the Harrison County Commission for consent and approval of this Agreement.

7. **Public Service Commission of West Virginia ("PSC") Consent and Approval**. Pursuant to the provisions of W. VA. CODE §§ 16-13A-18a and 24-2-12, and no later than twenty (20) days after consent and approval of this Agreement by the Harrison County Commission, CSB and Seller shall file and diligently pursue a joint petition to the PSC for consent and approval of the material provisions of this Agreement. The joint petition also will seek PSC approval for all other related matters that may require PSC approval, including, but not limited to, any rate-related issues and the dismissal or agreed disposition of any formal complaint cases pertaining to the System or other related proceedings then pending before the PSC.

8. **Closing**. Closing of the asset acquisition and sale contemplated by this Agreement, including delivery of all duly executed documents necessary to effect the conveyance of legal title to the System ("Closing"), shall take place within thirty (30) days after the occurrence of (i) the issuance by the PSC of a final, non-appealable, Order approving this Agreement and the proposed consolidation of the System with CSB's sewer system on the terms set forth herein, and (ii) the receipt of any other required waivers, consents or approvals to the consolidation of the System. Upon mutual agreement of CSB and Seller, the time of Closing may be extended.

9. **Conveyance and Transfer**. At the Closing, Seller shall deliver to CSB a general warranty deed, bill of sale, lease, assignment and other necessary or appropriate instruments, each duly executed and in a form acceptable to CSB, transferring and conveying to CSB, its successors and assigns forever, good and marketable title to the Assets, free and clear of all liens and encumbrances, together with all files, plats, maps, plans, records, ledgers and similar property, or copies thereof, in any way connected with the operation of the System by Seller. The sale of all personal property and fixtures shall be "AS IS" and "WHERE IS" and without any implied warranties.

10. **Representations, Warranties and Covenants of Seller**.

A. General Representations and Warranties of Seller. Seller represents and warrants to and covenants with CSB that as of the date of this Agreement and as of the date of the Closing:

(i) Seller is a public service district and political subdivision of the State of West Virginia;

(ii) Seller, upon receipt of the consent and approval of the PSC, has the lawful right, power, authority and capacity to sell the Assets pursuant to this Agreement in accordance with the terms, provisions and conditions hereof;

(iii) Seller shall, upon receipt of the latter of the approving order of the Harrison County Commission or the Final Order of consent and approval of the PSC and prior to closing, liquidate the entire outstanding principal of, and accrued interest on, any outstanding USDA Sewer Revenue Bonds and other debt of the sewer system, to the extent its funds, including any bond reserve funds held by Seller, reasonably permit, consistent with Seller's obligation to provide continuous service to its customers and to pay all employees and vendors in

full and on time up to the date of closing. Upon request of Seller, CSB may contribute funds for the final loan payoff amounts.

(iv) Seller shall, upon receipt of the Final Order of consent and approval of the PSC and prior to Closing, jointly petition with CSB for WVDEP to transfer to CSB Seller's NPDES permit.

(v) Seller is the owner of good and marketable fee simple title to the Assets, free and clear of all liens, encumbrances or claims other than as provided herein.

(vi) There are no claims, actions, judgments, bankruptcies, liens, executions, suits, decrees, proceedings or orders presently pending or threatened against, by or affecting Seller relating to the Assets, nor is there any litigation or any other proceedings (including condemnation or similar proceedings) before any court or government or administrative department, commission, bureau, board or agency, domestic or foreign, which threaten or affect the Assets or which may, in any one case or in the aggregate, result in any material decrease in the value of, or constitute a lien or claim against the Assets;

(vii) No party, person or entity not a party to this Agreement is in possession of any of the Assets or any portion thereof, and no party, person or entity not a party to this Agreement has any interest in the Assets or any portion thereof, except Seller;

(viii) This Agreement has been duly authorized, executed and delivered by Seller and is a valid and legal obligation of Seller;

(ix) From the date of this Agreement until Closing, Seller will not sell, convey, lease or in any other way dispose of any of the Assets, except that Seller may release blanket easements with property owners where some of Seller's facilities are located and substitute those with defined easements based upon the centerline of the location of Seller's facilities;

(x) Seller shall convey all improvements, machinery, equipment, tools, furniture and other fixed tangible assets of the System that are necessary to the continued operation of the Systems by CSB substantially in the manner as it was conducted prior to the date of this Agreement and the date of the Closing;

(xi) Seller is unaware of any information and data furnished by Seller to CSB with respect to the Assets is untrue, incorrect, incomplete or misleading.

(xii) Seller will not cause or permit any action to be taken which will cause any of the foregoing representations, warranties and covenants to be untrue or unperformed on the date of the Closing;

(xiii) Seller will deliver at Closing all documents and instruments required by this Agreement and perform all acts necessary or appropriate for the consummation

of the purchase and sale of the Assets as contemplated by and provided for in this Agreement; and

(xiv) Seller acknowledges and agrees that CSB, in entering into this Agreement, is not obligated to hire any of Seller's employees who fail to meet CSB's standard requirements for new employees of CSB, including but not limited to availability of or qualifications for open positions or drug screening tests. Seller's employees who meet standard requirements for new employees will be hired by CSB or the City of Clarksburg to the most proximate job description which CSB or the City has open. Seller's employees who are hired by CSB or the City shall be entitled to annual and sick leave from CSB or the City based upon their years of service with Seller. CSB or the City shall work with Seller's employees hired by CSB or the City to facilitate continuation of health and retirement benefits as seamlessly as practicable. CSB and the City of Clarksburg do not accept any responsibility for any contractual or legal obligations that Seller might have to any other officers, agents or employees.

B. Environmental Representations, Warranties and Covenants of Seller.

(i) Seller represents and warrants that the System is not under sanction, order or decree IAW the Clean Water Act or other relevant law or regulation for violation of any environmental laws.

(ii) Seller maintains a valid West Virginia NPDES permit for operation of the system and shall provide CSB with a copy of this permit, along with any reports or other correspondence rendered to or by WVDEP pursuant to that permit or for the period of January 1, 2025 to present.

(iii) Seller agrees that it will not take any action or omit to take any action with respect to the Assets prior to the date of the Closing that would be a violation of any Environmental Law or would result in the Systems being in violation of any Environmental Law;

C. Insurance and Indemnity

(i) Upon closing, Seller shall provide written notice to carriers that, as the successor entity, CSB shall be the insured with respect to liability arising or alleged as a result of occurrences and/or claims made prior to closing, and that CSB shall be fully indemnified by the relevant policies. Seller shall provide CSB with copies of these policies, including contact information regarding the carrier.

11. **Representations, Warranties and Covenants of CSB.**

A. CSB represents and warrants to and covenants with Seller that as of the date of this Agreement and as of the date of the Closing:

(i) CSB is a municipal utility and political subdivision of the State of West Virginia;

(ii) CSB has the lawful right, power, authority and capacity to acquire the Assets pursuant to this Agreement in accordance with the terms, provisions and conditions hereof;

(iii) This Agreement has been duly authorized, executed and delivered by CSB and is a valid and legal obligation of CSB;

(iv) CSB has had adequate opportunity to inspect the Assets and is aware of the operational condition of Seller's system. CSB shall accepts these Assets in their current condition.

(v) So long as Seller pays off in full any and all debts related to the System prior to Closing, and unless otherwise ordered by the PSC, following Closing the former customers of Seller shall be charged the same rates as CSB charges under its tariff, as amended from time to time, without any additional surcharge.

12. **Binding Effect**. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

13. **Notices**. Any notice to be given hereunder to CSB or Seller shall be sent by registered mail to the following:

To Seller:
Summit Park Public Service District
100 Coal Street
Clarksburg WV 26301

To CSB:
Clarksburg Sanitary Board
ATTN: City Manager
222 West Main Street
Clarksburg WV 26301

14. **Amendments**. No amendment to this Agreement shall be effective until reduced to writing and executed by both Parties hereto. This instrument constitutes the entire agreement between the Parties. No Party shall be bound by any terms, conditions, statements or representations, oral or written, not herein contained. Each Party hereby acknowledges that, in executing this Agreement, it has not been induced, persuaded or motivated by any promise or representation made by the other Party, unless expressly set forth herein. All previous negotiations, statements and preliminary instruments by the Parties or their representatives are merged into this Agreement. The terms of this Agreement shall survive the Closing.

15. **Force Majeure**. If the performance by either Party of the covenants or agreements contained herein is delayed or prevented for reasons beyond the control of that Party, such as an act of God, act of war, strike, lockout, restraint of labor from whatever cause, either partial or general, riot or civil commotion, order of court or administrative tribunal having jurisdiction over either party hereto, then and in any of those events, that Party shall be excused from such performance to the extent that it is necessarily prevented, hindered or delayed thereby, during the continuance of any such happening or event and the time for such performance shall be extended commensurate with such delays, provided, however, that Party claiming an excuse from performance under this paragraph shall notify the other party in writing of the occurrence of any such event of force majeure within a reasonable time after it becomes known.

16. **Execution in Counterparts**. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.

17. **Governing Law**. This Agreement shall be governed by and interpreted in accordance with the laws of the State of West Virginia and the enforcement hereof shall be exclusively within the jurisdiction of the Circuit Court of Harrison County, West Virginia, and the Public Service Commission of West Virginia.

18. **Conditions Precedent to Effectiveness of Agreement**. The Parties understand and agree that this Agreement, and the obligations of the Parties hereunder, are expressly conditioned upon the following, each of which is a condition precedent to the validity and enforceability of this Agreement:

A. The representations and warranties set forth in Sections 9 and 10 of this Agreement shall be true and correct in all material respects at and as of the Closing;

B. This Agreement and the proposed consolidation of the Assets shall be approved by the Board of Directors of Seller at a properly noticed meeting by a vote properly taken;

C. This Agreement and the proposed consolidation by CSB of the Assets shall be approved by the Board of Directors of CSB;

D. The Harrison County Commission and the PSC shall have entered final, non-appealable, orders that approve the Joint Petitions to be filed by CSB and Seller;

E. Said order of the PSC shall not contain, nor have attached to or otherwise incorporate into it any terms, conditions or limitations that, in the sole opinion of either CSB or Seller, shall adversely affect the economic feasibility of the Agreement;

F. The Parties shall have agreed to such documents of transfer, specifically including, but not limited to, an opinion of counsel satisfactory to the Parties stating that legal and marketable title to real property, interests in real property, leases, easements and rights-of-way have been conveyed from Seller to CSB as of the Closing.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the day and year first above written.

CLARKSBURG SANITARY BOARD

By: _____
Tiffany Fell
Chairman

SUMMIT PARK PUBLIC SERVICE DISTRICT

By: _____
Robert Hinebaugh
Chairman

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement"), is made and entered into this ____ day of July 2025, by and between the Clarksburg Water Board, a political subdivision of the State of West Virginia ("CWB"), and the Summit Park Public Service District, a political subdivision of the State of West Virginia ("Seller"). CWB and Seller are sometimes hereinafter referred to as a "Party" or collectively as the "Parties".

WHEREAS, CWB is a political subdivision of the State of West Virginia and currently provides water treatment and distribution services to approximately 7,827 direct customers and 14 sale for resale customers, including Seller, throughout Harrison County, West Virginia; and

WHEREAS, Seller operates and maintains a water distribution system that serves approximately 381 customers in Harrison County, West Virginia in an area contiguous with CWB's waterworks systems; and

WHEREAS, the assets of Seller's waterworks system includes, but is not limited to, water transmission and distribution lines, mains, extensions, hydrants, laterals, valves, connections, services, meters, and all other equipment and personal property used and useful in providing water service to the customers of Seller, together with all real property, interests in land, leases, easements, rights-of-way, permits, certificates of convenience and necessity, water service deposit accounts, savings accounts, investments, tap fees, water service security deposits, accounts receivable, renewal and replacement accounts, customer contributions in aid of construction, and all other tangible and intangible assets owned or held by Seller and used or useful in providing water service to Seller's customers (collectively, the "System"); and

WHEREAS, considerable costs and expenses must be expended by Seller to continue to own, operate, maintain and make necessary upgrades to the Systems, including, but not limited to, extension of service to an industrial development and routine renewal and replacement of the facilities that currently provide service to the customers of the System; and

WHEREAS, the Board of Directors of Seller has determined that efficiencies in providing services will be achieved through the sale of the assets associated with the System to CWB; and

WHEREAS, the Parties have determined that it is desirable for CWB to acquire the assets associated with the System and assume the service obligations of Seller.

NOW, THEREFORE, WITNESSETH, that for and in consideration of the Parties' mutual obligations and interests, the covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, the Parties agree as follows.

1. **Purchase Agreement**. CWB hereby agrees to acquire from Seller and Seller hereby agrees to grant and convey to CWB, for the consideration and upon the terms and conditions contained in this Agreement, the assets of the System, including all extensions of the

System made after the date hereof and prior to the Closing (hereinafter defined), together with all real property, interests in land, leases, easements, rights-of-way, permits, certificates of convenience and necessity, deposit accounts, cash, savings accounts, investments, tap fees, security deposits, accounts receivable, renewal and replacement accounts, customer contributions in aid of construction, service territories and all other tangible and intangible assets owned or held by Seller and used or useful in providing service to the customers of the System (the "Assets").

2. **Consideration**. As consideration for Seller's conveyance of the Assets to CWB (subject to the exceptions and reservations provided for herein), CWB agrees to permanently assume full responsibility for the operation and maintenance of the System, including, without limitation, providing all customer service functions, billing, system maintenance and upgrades, vendor and bank debt payments and extensions of services. Seller and CWB agree, and each hereby acknowledges and represents, that the consideration for the conveyance of the Assets, as set forth in this Agreement, was reached through arm's length negotiations and represent the fair market value of the Assets conveyed by the terms of this Agreement.

3. **Pre-Closing Operation of the Systems**. Unless otherwise agreed to by CWB and Seller in writing, until Closing (as hereinafter defined), day-to-day operation of the Systems shall be continued by Seller. Provided, however, Seller shall not make any material changes in the operation and maintenance of the System, including, without limitation, incurring any debt, without the prior written consent of Seller. From and after Closing, CWB shall own and operate the Assets, including the former service territory of Seller, and all customers currently served by Seller shall thereafter for all purposes be customers of CWB.

4. **Final Meter Reading**. As near to Closing as reasonably practicable, a final reading of Seller's meters will be conducted. Revenues received prior to Closing shall be accounted for as revenue of Seller and revenues received on and after Closing shall be accounted for as revenue of CWB.

5. **Non-Assumption of Liabilities and Undertaking of Seller and CWB**. CWB and Seller expressly agree that, except for the obligations, if any, under PSC rules and regulations to make refunds under mainline extension agreements between Seller and its current customers, CWB is not assuming any liabilities, obligations or debts of Seller, including, but not limited to, any liabilities, obligations or debts owed to individuals, banks, entities, vendors, consultants, attorneys, engineers, accountants, suppliers, governmental entities, repairmen and/or contractors. All other debts, obligations, encumbrances and liabilities of Seller related to the System will be settled prior to or at Closing, and any debts not settled at Closing will remain solely the obligations of Seller.

6. **Harrison County Commission Consent and Approval.** Pursuant to the provisions of W.Va. Code §16-13A-18a, CWB and Seller shall file and diligently pursue a joint petition to the Harrison County Commission for consent and approval of this Agreement.

7. **Public Service Commission of West Virginia ("PSC") Consent and Approval.** Pursuant to the provisions of W. VA. CODE §§ 16-13A-18a and 24-2-12, and no later than twenty (20) days after execution of this Agreement, CWB and Seller shall file and diligently pursue a joint petition to the PSC for consent and approval of the consolidation of the System with CWB's water system as well as for approval of the material provisions of this Agreement. The joint petition also will seek PSC approval for all other related matters that may require PSC approval, including, but not limited to, any rate-related issues and the dismissal or agreed disposition of any formal complaint cases pertaining to the System or other related proceedings then pending before the PSC.

8. **Closing**. Closing of the asset acquisition and sale contemplated by this Agreement, including delivery of all duly executed documents necessary to effect the conveyance of legal title to the System ("Closing"), shall take place within thirty (30) days after the occurrence of (i) the issuance by the PSC of a final, non-appealable, Order approving this Agreement and the proposed consolidation of the System with CWB's waterworks system on the terms set forth herein, and (ii) the receipt of any other required waivers, consents or approvals to the consolidation of the Systems. Upon mutual agreement of CWB and Seller, the time of Closing may be extended.

9. **Conveyance and Transfer**. At the Closing, Seller shall deliver to CWB a general warranty deed, bill of sale, lease, assignment and other necessary or appropriate instruments, each duly executed and in a form acceptable to CWB, transferring and conveying to CWB, its successors and assigns forever, good and marketable title to the Assets, free and clear of all liens and encumbrances, together with all files, plats, maps, plans, records, ledgers and similar property, or copies thereof, in any way connected with the operation of the System by Seller. The sale of all personal property and fixtures shall be "AS IS" and "WHERE IS" and without any implied warranties.

10. **Representations, Warranties and Covenants of Seller**.

A. General Representations and Warranties of Seller. Seller represents and warrants to and covenants with CWB that as of the date of this Agreement and as of the date of the Closing:

(i) Seller is a public service district and political subdivision of the State of West Virginia;

(ii) Seller, upon receipt of the consent and approval of the PSC, has the lawful right, power, authority and capacity to sell the Assets pursuant to this Agreement in accordance with the terms, provisions and conditions hereof;

(iii) Seller shall, upon receipt of Final Order of consent and approval of the PSC and prior to Closing, jointly petition with CWB for transfer of permits authorizing the operation of the water system.

(iv) Seller is the owner of the Assets, free and clear of all liens, encumbrances or claims other than as provided herein.

(v) There are no claims, actions, judgments, bankruptcies, liens, executions, suits, decrees, proceedings or orders presently pending or threatened against, by or affecting Seller relating to the Assets, nor is there any litigation or any other proceedings (including condemnation or similar proceedings) before any court or government or administrative department, commission, bureau, board or agency, domestic or foreign, which threaten or affect the Assets or which may, in any one case or in the aggregate, result in any material decrease in the value of, or constitute a lien or claim against the Assets;

(vi) No party, person or entity not a party to this Agreement is in possession of any of the Assets or any portion thereof, and no party, person or entity not a party to this Agreement has any interest in the Assets or any portion thereof, except Seller;

(vii) This Agreement has been duly authorized, executed and delivered by Seller and is a valid and legal obligation of Seller;

(viii) From the date of this Agreement until Closing, Seller will not sell, convey, lease or in any other way dispose of any of the Assets, except that Seller may release blanket easements with property owners where some of Seller's facilities are located and substitute those with defined easements based upon the centerline of the location of Seller's facilities;

(ix) Seller shall convey all improvements, machinery, equipment, tools, furniture and other fixed tangible assets of the System that are necessary to the continued operation of the Systems by CWB substantially in the condition as such assets were in, subject to ordinary wear and tear, prior to the date of this Agreement and the date of the Closing;

(x) Seller is unaware that any of the information and data furnished by Seller to CWB with respect to the Assets is untrue, incorrect, incomplete or misleading.

(xi) Seller will not cause or permit any action to be taken which will cause any of the foregoing representations, warranties and covenants to be untrue or unperformed on the date of the Closing;

(xii) Seller will deliver at Closing all documents and instruments required by this Agreement and perform all acts necessary or appropriate for the consummation of the purchase and sale of the Assets as contemplated by and provided for in this Agreement; and

(xiii) Seller acknowledges and agrees that CWB, in entering into this Agreement, may choose to but is not obligated to hire any of Seller's employees. Seller's employees who meet CWB's standard requirements for new employees may be hired by CWB to the most proximate job description which CWB has open, and at terms to be negotiated between

the employee and CWB. CWB does not accept any responsibility for any contractual or legal obligations that Seller might have to any employees.

B. Environmental Representations, Warranties and Covenants of Seller.

(i) Seller represents and warrants that the System is not under sanction, order or decree issued by a Court or regulating agency of the State;

(ii) Seller maintains a valid West Virginia permit for operation of the water system and shall provide CWB with a copy of this permit, along with any reports or other correspondence rendered by or to a regulating agency for the period of January 1, 2025 to present;

(iii) Seller agrees that it will not take any action or omit to take any action with respect to the Assets prior to the date of the Closing that would be a violation of any Environmental or Public Health Law or would result in the Systems being in violation of any such law.

C. Insurance and Indemnity

(i) Upon Closing, Seller shall provide written notice to insurance carriers that, as the successor entity, CWB shall be the insured with respect to liability arising or alleged as a result of occurrences and/or claims made prior to closing, and that CWB shall be fully indemnified by the relevant policies. Seller shall provide CWB with copies of these policies, including contact information regarding the carrier.

11. **Representations, Warranties and Covenants of CWB.**

A. CWB represents and warrants to and covenants with Seller that as of the date of this Agreement and as of the date of the Closing:

(i) CWB is a municipal utility and political subdivision of the State of West Virginia;

(ii) CWB has the lawful right, power, authority and capacity to acquire the Assets pursuant to this Agreement in accordance with the terms, provisions and conditions hereof;

(iii) This Agreement has been duly authorized, executed and delivered by CWB and is a valid and legal obligation of CWB;

(iv) CWB has had adequate opportunity to inspect the Assets and accepts them in their current condition.

(v) So long as Seller pays off in full any and all debts related to the System prior to Closing, and unless otherwise ordered by the PSC, following Closing the former customers of Seller shall be charged the same rates as CWB charges under its tariff, as amended from time to time, without any additional surcharge.

12. **Binding Effect**. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

13. **Notices**. Any notice to be given hereunder to CWB or Seller shall be sent by registered mail to the following:

To Seller:
Summit Park Public Service District
100 Coal Street
Clarksburg WV 26301

To CWB:
Clarksburg Water Board
Attn: General Manager
1001 South Chestnut Street
Clarksburg WV 26301

14. **Amendments**. No amendment to this Agreement shall be effective until reduced to writing and executed by both Parties hereto. This instrument constitutes the entire agreement between the Parties. No Party shall be bound by any terms, conditions, statements or representations, oral or written, not herein contained. Each Party hereby acknowledges that, in executing this Agreement, it has not been induced, persuaded or motivated by any promise or representation made by the other Party, unless expressly set forth herein. All previous negotiations, statements and preliminary instruments by the Parties or their representatives are merged into this Agreement. The terms of this Agreement shall survive the Closing.

15. **Force Majeure**. If the performance by either Party of the covenants or agreements contained herein is delayed or prevented for reasons beyond the control of that Party, such as an act of God, act of war, strike, lockout, restraint of labor from whatever cause, either partial or general, riot or civil commotion, order of court or administrative tribunal having jurisdiction over either party hereto, then and in any of those events, that Party shall be excused from such performance to the extent that it is necessarily prevented, hindered or delayed thereby, during the continuance of any such happening or event and the time for such performance shall be extended commensurate with such delays, provided, however, that Party claiming an excuse from performance under this paragraph shall notify the other party in writing of the occurrence of any such event of force majeure within a reasonable time after it becomes known.

16. **Execution in Counterparts**. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.

17. **Governing Law**. This Agreement shall be governed by and interpreted in accordance with the laws of the State of West Virginia and the enforcement hereof shall be exclusively within the jurisdiction of the Circuit Court of Harrison County, West Virginia, and the Public Service Commission of West Virginia.

18. **Conditions Precedent to Effectiveness of Agreement**. The Parties understand and agree that this Agreement, and the obligations of the Parties hereunder, are expressly conditioned upon the following, each of which is a condition precedent to the validity and enforceability of this Agreement:

A. The representations and warranties set forth in this Agreement shall be true and correct in all material respects at and as of the Closing;

B. This Agreement and the proposed consolidation of the Assets shall be approved by the Board of Directors of Seller at a properly noticed meeting by a vote properly taken;

C. This Agreement and the proposed consolidation by CWB of the Assets shall be approved by the Board of Directors of CWB;

D. The Harrison County Commission and the PSC shall have entered final, non-appealable, orders that approve the Joint Petitions to be filed by CWB and Seller;

E. Said order of the PSC shall not contain, nor have attached to or otherwise incorporate into it any terms, conditions or limitations that, in the sole opinion of either CWB or Seller, shall adversely affect the economic feasibility of the Agreement;

F. The Parties shall have agreed to such documents of transfer, specifically including, but not limited to, an opinion of counsel satisfactory to the Parties stating that legal and marketable title to real property, interests in real property, leases, easements and rights-of-way have been conveyed from Seller to CWB as of the Closing.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the day and year first above written.

CLARKSBURG WATER BOARD

By: _____
Albert N. Cox II
President

SUMMIT PARK PUBLIC SERVICE DISTRICT

By: _____
Robert Hinebaugh
Chairman

The Exponent
Telegram

P.O. Box 2000
Clarksburg, WV 26302
Phone: 304-626-1420
Fax: 304-622-3629
Classified@theet.com

Advertising Invoice

CLARKSBURG WATER BOARD
1001 S CHESTNUT ST
CLARKSBURG, WV 26301

Acct#:1661
Ad#:1476793
Phone#:304-623-3711
Date:07/01/25

Salesperson: CHARDY | Classification: Legal Ads | Ad Size: 2 x 135.0

Advertisement Information: PUBLIC HEARING NOTICE - SUMMIT PARK PSD

Description	Start	Stop	Ins.	Cost/Day	Total
Classified Exponent	07/02/2025	07/02/2025	1	27.56	27.56
Affidavit Fee	-	-	-	-	10.00

Payment Information:

Date:	Order#	Type
07/01/2025	1476793	BILLED ACCOUNT

Total Amount: 37.56
Amount Due: 37.56

Attention: Please return the top portion of this invoice with your payment including account and ad number.

Ad Copy

PUBLIC NOTICE
SUMMIT PARK PUBLIC SERVICE DISTRICT

Notice is hereby given that the Board of Directors of the Summit Park Public Service District (PSD) will hold a public hearing before the final vote on proposed asset purchase agreements, the principal object of which is the conveyance of the Summit Park PSD's water and sewer franchise, equipment, fixtures, and utility service duties to the Clarksburg Water Board and the Clarksburg Sanitary Board.

The final vote on adoption of said proposed agreements will be held at the Summit Park Volunteer Fire Department located at 429 Simpson Street, Clarksburg, West Virginia on Monday, July 14, 2025 at 6:00 PM. Interested parties may appear and be heard at such time with respect to the proposed agreements. Copies of the proposed agreements are available at the Summit Park PSD's office.

Ad#1476793

PUBLISHER'S CERTIFICATE

I, Carolyn Sizemore,
Classified Manager of THE EXPONENT TELEGRAM, a newspaper of general circulation published in the city of Clarksburg, County and state aforesaid, do hereby certify that the annexed:

PUBLIC HEARING NOTICE - SUMMIT PARK PSD

Ad# 1476793

was published in THE EXPONENT-TELEGRAM 1 time(s) commencing on 07/02/2025 and ending on 07/02/2025 at the request of

CLARKSBURG WATER BOARD.

Given under my hand this 07/02/2025.

The publisher's fee for said publication is: $37.56.

Carolyn Sizemore
Classified Manager of The Exponent-Telegram

Subscribed to and sworn to before me this 07/02/2025

Notary Public in and for Harrison County, WV

My commission expires on

The 7th day of Jan 20 30

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Tina Kocher
510 Main Street
Pt Pleasant WV 25550
My Commission Expires January 7, 2030

Harrison County Development Auth

229 South 3rd Street
Clarksburg, West Virginia 26301
304-624-8500

August 14, 2025

Harrison County Commission
229 South 3rd Street
Clarksburg, West Virginia 26301

Re: Engagement and Collaboration on Utility Feasibility Study for the Harrison County Development Authority & Harrison County Commission Properties located on 279

Dear Commissioners,

The Harrison County Development Authority (HCDA) is committed to fostering economic growth and ensuring strategic infrastructure development throughout Harrison County. In alignment with these goals, we would like to formally engage with the Harrison County Commission to collaborate on a feasibility study focused on utilities for 279 properties owned by the Harrison County Development Authority and the Harrison County Commission.

The purpose of this study will be to evaluate the current capacity, limitations, and potential expansion opportunities related to water, sewer, electric, gas, and broadband infrastructure to support future development on the site. The findings will help inform planning decisions, assist in identifying funding opportunities, and ensure readiness for potential investment or development projects.

We respectfully request your support and participation in this initiative, including consideration of potential funding or in-kind contributions to help facilitate the study. HCDA is prepared to contribute administrative and logistical support throughout the process.

We believe this effort will play a critical role in ensuring the long-term success and viability of the 279 Properties as a potential hub for development in Harrison County.

Thank you for your continued partnership and shared commitment to advancing the future of Harrison County.

Sincerely,

Sam Maxson, President
Harrison County Development Authority

BEFORE THE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA

FIREWORKS DISCHARGE RESTRICTION ORDINANCE

The Harrison County Commission, West Virginia, ("the Commission"), hereby finds that the discharge of fireworks devices without restriction as to time of day or to proximity to residential and other venues of rest, relaxation, and sleep is a public nuisance.

Accordingly, pursuant to West Virginia Code§ 7-1-Jkk, the following Ordinance is adopted and shall be in full force and effect on and after_____.

(a) No person, firm, or legal entity of any kind shall use or discharge fireworks within the confines of Harrison County, not including any incorporated municipality, except that such fireworks which are permitted by West Virginia Legislative Statute may be discharged on New Year's Eve, during the hours of 9:00 o'clock p.m. and 11:59 o' clock p.m. and on New Year's Day, during the hours of 12:00 o'clock a.m. and 12:30 o'clock a.m.; and, on July 3 between the hours of 9:00 o'clock p.m. and 11:59 o'clock p.m. and on July 4 from 12:00 o'clock a.m. until 12:30 o'clock a.m., and, again from 9:00 o'clock p.m. until 11:59 p.m., only. Discharge of approved fireworks as aforesaid may also be accomplished on the Friday and Saturday preceding and following New Year's Eve and on July 4, during the hours above referenced. In addition, such fireworks may be discharged up and until 9:00 o'clock p.m. ET Monday through Friday; and up and until 10:00 o'clock p.m. ET on any Saturday or Sunday.

(b) Discharge of such permitted fireworks during any of the times herein referenced is not permitted within 250 linear, straight-line feet of the outer perimeter wall of any residential structure, motel, hotel, bed and breakfast, hospital, nursing home or other facility in which people live, sleep or rest. For purposes of this Ordinance, the location of discharge shall be the physical location where fireworks are lit and/or ignited and/or setoff.

(c) Firework or fireworks means any composition or device designed for the purpose of producing a visible or audible effect by combustion, deflagration or detonation. Fireworks include consumer fireworks, display fireworks and special effects. Fireworks does not include sparkling devices, novelties, top caps or model rockets. Consumer fireworks means small fireworks devices that are designed to produce visible effects by combustion that are required to comply with the construction, chemical composition and labeling regulations promulgated by the United States Consumer Product Safety Commission pursuant to 16 C.F.R. Parts 1500 and 1507 (2014), and that are listed in APA Standard 87-1. Display fireworks means large fireworks to be used solely by professional pyre-technicians licensed by the State Fire Marshal and designed primarily to produce visible or audible effects by combustion, deflagration or detonation and includes, but is not limited to, salutes containing more than two grains (one hundred thirty milligrams) of explosive materials, aerial shells containing more than forty grams of pyrotechnic compositions and other display pieces that exceed the limits of explosive materials for classification as consumer fireworks and are classified as fireworks UN0333, UN0334, or UN0335 pursuant to 49 C.F.R. § 172.101 (2014). Special effects means a combination of chemical elements or chemical compounds capable of burning independently of the oxygen of the atmosphere and designed and intended to produce an

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audible, visual, mechanical or thermal effect as an integral part of a motion picture, radio, television, theatrical or opera production or live entertainment. (Definitions pursuant to West Virginia Code § 29-3E-2).

(d) Violation of the provisions of this Ordinance is a misdemeanor punishable, upon conviction thereof, by fine of not less than $200.00, and not more than $1,000.00 per occurrence. Each occurrence in violation of this Ordinance shall be a separate offense.

(e) This Ordinance shall not apply to lawfully permitted fairs, festivals and events.

Ordinance considered for adoption and approval on first reading the _____ day of _____ _____, 2025.

Ordinance considered for adoption and approval on second reading the ___ day of _____ _____, 2025.

_____	_____	_____
President	Commissioner	Commissioner

DRAFT

PUBLIC SERVICE COMMISSION
OF WEST VIRGINIA
CHARLESTON

At a session of the PUBLIC SERVICE COMMISSION OF WEST VIRGINIA in the City of Charleston on the 5th day of June 2025.

GENERAL ORDER NO. 187.65
In the matter of wireless enhanced 911 fees.

COMMISSION ORDER

As directed by statute, the Public Service Commission increases the wireless enhanced 911 fee (WE911 Fee) from $3.64 to $4.01 per month, per subscriber, to become effective July 1, 2025. For July 2025, and each month thereafter, commercial mobile radio service (CMRS) providers will bill and collect a $4.01 WE911 Fee, an $0.08 wireless tower fee, which must be shown separately on the subscriber's bill, and a $0.29 public safety wireless fee, which must be shown separately on the subscriber's bill. The total of the separately billed fees shall be $4.38 per month from each service subscriber.

BACKGROUND and DISCUSSION

County commissions derive revenues to operate enhanced emergency telephone systems from two different sources. First, is an enhanced 911 fee imposed by county commissions on customers of local exchange service as well as voice over internet protocol (VoIP) service within their respective counties. W.Va. Code §7-1-3cc. Second, is a WE911 Fee established by statute at a minimum of $3.47 per month imposed by retail CMRS providers on customers for each wireless service subscription.[1]

Upon billing and collecting the WE911 Fee, CMRS providers, in turn, remit the fees, net of an administrative fee, to the Commission. The Commission retains none of the net fees and distributes the WE911 Fee revenue to the counties according to the formula set forth in W.Va. Code §24-6-6b(c). The fee is subject to increase or decrease every two years as provided by statute.

Specifically, the statute provides that:

> Beginning in the year 2021, and every two years thereafter, the Public Service Commission shall conduct a survey of the enhanced 911 fees

[1] W.Va. Code §24-6-6b(b).

> imposed by counties and shall recalculate the wireless enhanced 911 fee so that [it] increases or decreases by the same percentage as the change in the weighted average rounded to the nearest penny, as of March 1 of the respecification year, of all the enhanced 911 fees imposed by the counties which have adopted an enhanced 911 ordinance: Provided, That the wireless enhanced 911 fee may never be increased by more than 25 percent of its value at the beginning of the respecification year: Provided, however, That the fee may never be less than the amount [of $3.47 per month] set in subsection (b) of this section.[2]

Thus, if the weighted average of the enhanced 911 fees change, the Commission must adjust the WE911 Fee by the increase or decrease in the weighted average of the enhanced 911 fees, but subject to the limitations of the statute. Rule 11.1 of the Commission's Rules Governing Emergency Telephone Service, 150 C.S.R. Series 25, (Emergency Telephone Rules) provides that, if it is necessary for the Commission to recalculate the WE911 Fee, the new rate takes effect July 1 of the respecification year.

Accordingly, Commission Staff (Staff) periodically calculates the weighted average of the enhanced 911 fees imposed by the county commissions as of March 31 of a specification year, which is every odd numbered year. The 2025 data submitted to Staff from the providers of landline service and VoIP service show the number of subscribers per county and the enhanced 911 fee imposed by each county commission. As of March 1, 2025, Staff calculated a weighted average statewide enhanced 911 fee of $4.55, an increase of 10.17 percent over the $4.13 weighted average enhanced 911 fees in 2023.[3] Therefore, effective July 1, 2025, under the provisions of W.Va. Code §24-6-6b, the Commission is required to establish a WE911 Fee that is a 10.17 percent increase over the $3.64 WE911 last approved. With the 10.17 percent increase the new WE911 Fee effective July 1, 2025 is $4.01. The combination of the $4.01 WE911 Fee, the $0.08 wireless tower fee, which must be shown separately on the subscriber's bill, and the $0.29 public safety wireless fee, which must be shown separately on the subscriber's bill, totals $4.38 per month to be billed and collected by CMRS providers from each wireless subscriber account per month, effective July 1, 2025.

FINDINGS OF FACT

1. The enhanced 911 fees imposed by the county commissions are authorized by W.Va. Code §7-1-3cc.

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[2] W.Va. Code §24-6-6b(b).

[3] See Line Count Summary – March 1, 2025, Attachment A.

2. The WE911 Fee collected by CMRS providers is authorized by W.Va. Code §24-6-6b(a).

3. Pursuant to W.Va. Code §24-6-6b(b), Staff calculated the weighted average of enhanced 911 fees as of March, 2025 (the respecification year) and determined that the weighted average cost of the enhanced 911 fees as of March 1, 2025 had increased over the weighted average of those fees in 2023.

4. The recent data received by Staff from the providers of landline and VoIP service showing the number of subscribers per county and enhanced 911 fees result in a weighted average statewide enhanced 911 fee of $4.55 as of March 1, 2025 which was an increase of 10.17 percent over the fees in 2023.[4]

CONCLUSIONS OF LAW

1. West Virginia Code §24-6-6b(b) provides that,

> The wireless enhanced 911 fee is $3.47 per month for each valid in-state two-way service subscriber . . . Beginning in the year 2021, and every two years thereafter, the Public Service Commission shall conduct a survey of the enhanced 911 fees imposed by counties and shall recalculate the wireless enhanced 911 fee so that [it] increases or decreases by the same percentage as the change in the weighted average rounded to the nearest penny, as of March 1 of the respecification year, of all the enhanced 911 fees imposed by the counties which have adopted an enhanced 911 ordinance: Provided, That the wireless enhanced 911 fee may never be increased by more than 25 percent of its value at the beginning of the respecification year: Provided, however, That the fee may never be less than the amount set in subsection (b) of this section.

2. Because the weighted average of the 2025 enhanced 911 fee has increased by 10.17 percent over the weighted average fee in 2023, the Commission must increase the WE911 Fee by 10.17 percent, or from $3.64 to $4.01 per subscriber, per month, effective July 1, 2025.[5]

3. When it is necessary for the Commission to respecify the WE911 Fee, that fee takes effect July 1 of the respecification year.[6]

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[4] See Attachment A.

[5] W.Va. Code §24-6-6b(b).

[6] Emergency Telephone Rule 11.1.

ORDER

IT IS THEREFORE ORDERED that the Wireless Enhanced 911 Fee is $4.01 per month, per subscriber, to become effective July 1, 2025. When the Wireless Enhanced 911 Fee is combined with the monthly wireless tower fee of $0.08, which must be shown separately on the subscriber's bill, and the monthly public wireless safety fee increment of $0.29, which must be shown separately on the subscriber's bill, the fees total $4.38 per month per subscriber.

IT IS FURTHER ORDERED that on entry of this Order this case shall be removed from the Commission docket of open cases.

IT IS FURTHER ORDERED that the Executive Secretary of the Commission serve a copy of this Order by electronic service on each county commission and each provider of commercial mobile radio service or, alternatively, by United States First Class Mail on each county commission and each provider of commercial mobile radio service as needed, and on Commission Staff by hand delivery.

A True Copy, Teste,

Karen Buckley

Karen Buckley, Executive Secretary

JLH/pkb
GO187.65c.sca

LINE COUNT SUMMARY – MARCH 1, 2025

The weighted average for 2025 is $4.55. The weighted average for 2023 was $4.13. 2025 is a year of recalculation for adjustment purposes. The WWFA is used to determine the Wireless Fee for each county of West Virginia.

The total number of lines in the calculation is 375,298 for 2025. The total number of lines for the 2023 calculation was 476,945, a difference of 101,647 lines.

Using the weighted average of $4.55, there are currently twelve (12) residential 911 county rates and nine (9) business 911 county rates above the 2025 weighted average rate of $4.55 per line. There are currently 11 counties that set a separate rate for residential and business customers.

In 2025, the limit of any increase in the wireless 911 fee would be limited to an overall amount of $4.55 in the actual fee. This results from multiplying the current fee of $3.64 times the cap of 1.25 (25 percent by law) = $4.55. The recalculation fee of $4.01 falls below the cap.

The breakdown of the 2025 WWFA is as follows:

Recalculated Wireless 911 Fee	$4.01
Tower Fund	.08
Public Safety Fee	.29
	$4.38

This year's official survey produced a weighted average for the landline rates of $4.55, which is an increase over the $4.13 weighted average found in 2023. The Wireless 911 Fee ordered by the Commission in 2023 was $3.64; the new recalculated 911 Fee for 2025 increases to $4.01. This increase is below the cap of twenty-five percent. The increase from 2023 is a result of both increases in the E911 fees approved by the County Commissions and the continuing decline in the number of landlines. This calculation is based on the wireline count and County imposed landline E911 fees as of March 1, 2025. The calculation is shown on Attachment A.

There was a 10.17 percent increase over the 2023 Wireless 911 Fee [(4.55 - 4.13)/4.13 = .1017 * 100 = 10.17%]. The 2025 Recalculated Wireless 911 Fee is $4.01. This increase was found by applying the 10.17 percent increase to the 2023 Recalculated Wireless 911 Fee of $3.64. That increase applied to the 2023 Wireless Fee is (3.64 * 10.17%) + 3.64 = $4.01.

Submitted on April 23, 2025.

Margie Robinson, Utilities Analyst
Cindy Delaney, Utilities Analyst
Steve Wilson, Utilities Analyst

Attachment A

2025 CALCULATION OF WIRELINE E911 FEE STATE_WIDE WEIGHTED AVERAGE

COUNTY	NUMBER OF LAND LINES	WIRELINE E911 FEE	MONTHLY FEES
BARBOUR (bus)	530	$ 4.00	$ 2,120.00
BARBOUR (res)	2,051	$ 3.15	$ 6,460.65
BERKELEY	15,045	$ 5.00	$ 75,225.00
BOONE (bus)	1,011	$ 8.50	$ 8,593.50
BOONE (res)	3,722	$ 6.50	$ 24,193.00
BRAXTON	2,817	$ 2.10	$ 5,915.70
BROOKE	4,682	$ 6.05	$ 28,326.10
CABELL (bus)	5,395	$ 9.50	$ 51,252.50
CABELL (res)	7,616	$ 7.00	$ 53,312.00
CALHOUN	2,018	$ 2.45	$ 4,944.10
CLAY	1,761	$ 4.00	$ 7,044.00
DODDRIDGE	1,806	$ 2.00	$ 3,612.00
FAYETTE	7,077	$ 4.50	$ 31,846.50
GILMER	1,633	$ 1.75	$ 2,857.75
GRANT	3,138	$ 3.75	$ 11,767.50
GREENBRIER	6,390	$ 2.00	$ 12,780.00
HAMPSHIRE	5,659	$ 2.00	$ 11,318.00
HANCOCK	6,115	$ 4.05	$ 24,765.75
HARDY	7,059	$ 3.75	$ 26,471.25
HARRISON	16,490	$ 3.50	$ 57,715.00
JACKSON (bus)	1,308	$ 6.00	$ 7,848.00
JACKSON (res)	3,924	$ 2.00	$ 7,848.00
JEFFERSON	10,937	$ 5.00	$ 54,685.00
KANAWHA (bus)	24,360	$ 12.75	$ 310,590.00
KANAWHA (res)	20,057	$ 7.95	$ 159,453.15
LEWIS	3,930	$ 3.25	$ 12,772.50
LINCOLN	4,897	$ 3.50	$ 17,139.50
LOGAN	8,617	$ 3.00	$ 25,851.00
MARION	12,449	$ 3.34	$ 41,579.66
MARSHALL	6,988	$ 1.20	$ 8,385.60
MASON (bus)	2,378	$ 6.00	$ 14,268.00
MASON (res)	7,135	$ 4.00	$ 28,540.00
MCDOWELL	5,376	$ 2.90	$ 15,590.40
MERCER (bus)	3,316	$ 8.00	$ 26,528.00
MERCER (res)	6,265	$ 4.50	$ 28,192.50
MINERAL	5,128	$ 5.00	$ 25,640.00
MINGO	6,912	$ 2.00	$ 13,824.00
MONONGALIA	17,611	$ 3.00	$ 52,833.00
MONROE	2,653	$ 4.65	$ 12,336.45
MORGAN	3,682	$ 5.00	$ 18,410.00
NICHOLAS	4,751	$ 4.75	$ 22,567.25
OHIO	13,217	$ 3.56	$ 47,052.52
PENDLETON	3,103	$ 2.50	$ 7,757.50
PLEASANTS	8,686	$ 2.00	$ 17,372.00
POCAHONTAS	6,398	$ 1.25	$ 7,997.50
PRESTON	6,079	$ 3.00	$ 18,237.00
PUTNAM	7,098	$ 1.50	$ 10,647.00
RALEIGH	6,904	$ 5.00	$ 34,520.00
RANDOLPH bus	1,773	$ 6.50	$ 11,524.50
RANDOLPH res	2,988	$ 3.00	$ 8,964.00
RITCHIE	3,422	$ 2.00	$ 6,844.00
ROANE	2,855	$ 5.00	$ 14,275.00
SUMMERS	1,592	$ 3.85	$ 6,129.20
TAYLOR	2,900	$ 2.50	$ 7,250.00
TUCKER (bus)	721	$ 3.00	$ 2,163.00
TUCKER (res)	1,579	$ 2.25	$ 3,552.75
TYLER	4,258	$ 2.85	$ 12,135.30
UPSHUR (bus)	1,089	$ 6.50	$ 7,078.50
UPSHUR (res)	2,711	$ 4.50	$ 12,199.50
WAYNE	6,014	$ 4.00	$ 24,056.00
WEBSTER (bus)	813	$ 6.50	$ 3,984.50
WEBSTER (res)	1,554	$ 4.50	$ 6,993.00
WETZEL	3,291	$ 2.95	$ 9,708.45
WIRT	2,320	$ 2.00	$ 4,640.00
WOOD	13,950	$ 3.25	$ 45,337.50
WYOMING	5,494	$ 3.65	$ 20,053.10
TOTAL	375,298		$ 1,705,874.13
WIRELINE E911 FEE WEIGHTED AVERAGE			$ 4.55

WV 911 Fees

	County	Fee	Comment Field	CTX RATE	ISDN PRI Rate	
1	**Barbour**	$3.00		$0.3750	$15.00	
2	**Berkeley**	$5.00	Efective 6/1/2017	$5.00 Lines 1-8, $0.6250 Lines 9>	$25.00	
3	**Boone**	$6.50	Res (Effective January 1, 2023)			
		$8.50	Bus	$3.00	$35.00	
4	**Braxton**	$2.10		$0.2625	$10.50	
5	**Brooke**	$6.05	Effective April 1, 2017	$6.05 Lines 1 -8, $0.7563 Lines 9>	$30.25	
6	**Cabell**	$7.00	Residence (Effective May 26, 2016)	$9.50 lines 1-16, $1.1875 lines 16>	$47.50	
		$9.50	Business			
7	**Calhoun**	$2.45		$0.3060	$12.25	
8	**Clay**	$4.00	Effective May 12, 2021	$0.25	$20.00	
9	**Doddridge**	$2.45		$0.25	$12.25	
10	**Fayette**	$4.50	Effective 1/1/2016	$0.56	$22.50	Not sure if Centrex rate is correct.
11	**Gilmer**	$1.75		$0.2188	$8.75	
12	**Grant**	$3.75		$3.75 Lines 1-8, $0.4687 Lines 9>	$18.75	
13	**Greenbrier**	$2.00		$0.25	$10.00	
14	**Hampshire**	$2.00		$0.25	$10.00	
15	**Hancock**	$4.05	Effective 6/1/16	$0.5063	$20.25	
16	**Hardy**	$3.75		$0.4680	$18.75	
17	**Harrison**	$3.50	Effective 10/1/17	$0.4375	$17.50	
18	**Jackson**	$2.00	Res	$0.25	$10.00	
		$6.00	Business Rate Change Effective7/17/19	$0.75	$30.00	
19	**Jefferson**	$5.00	**Rate Change Effective 7/15/14 to $5**	$0.6250	$25.00	
20	**Kanawha**	$7.95	Residential Rate Change Effective 3/1/2025			
		$12.75	Business rate Change Effecvtive 3/1/2025	$12.75 lines 1-8, $2.25 lines 9>	$63.75	Not sure if PRI rate is correct
21	**Lewis**	$3.25	Effective January 1, 2023	$0.4063	$16.15	
22	**Lincoln**	$3.50		$3.50 Lines 1-8, $0.4375 Lines 9>	$17.50	
23	**Logan**	$3.00	Rate Change Effective 11/1/2015	$0.1875	$15.00	
24	**Mcdowell**	$2.90		$2.90 Lines 1-8, $0.3625 Lines 9>	$14.50	
25	**Marion**	$3.34	Rate Change Effective 1/30/19	$0.4175	$16.70	
26	**Marshall**	$1.20		$0.15	$6.00	
27	**Mason**	$4.00	Residence Effective July 1, 2023	$6.50 per line per month	$20.00	
		$6.00	Business		$30.00	
28	**Mercer**	$4.50	Residence Effective January 1, 2025	$0.5625	$22.50	
		$8.00	Business Eff 1/1/2024 First 8 lines, $1/line > 8 lines	Same as Business	$40.00	
29	**Mineral**	$5.00	Effective 1-1-2018	$0.63	$25.00	
30	**Mingo**	$2.00		$0.25	$10.00	
31	**Monongalia**	$3.00	Effective 7-1-2015	$3.00 Lines 1-8, $0.375 Lines 9>	$15.00	
32	**Monroe**	$4.65		$4.65 Lines 1-8, $0.5812 Lines 9>	$23.25	
33	**Morgan**	$5.00	Effective 8-1-2019	$5.00 Lines 1-8, $0.6250 Lines 9>	$25.00	
34	**Nicholas**	$4.75	Effective 5-1-2023	$0.60	$23.75	
35	**Ohio**	$3.56	Effective 2-1-2022	$1.97 Lines 1-8, $0.2463 Lines 9>	$17.80	
36	**Pendleton**	$2.50		$2.50 Lines 1-8, $0.3125 Lines 9>	$12.50	
37	**Pleasants**	$2.00		$0.25	$10.00	
38	**Pocahontas**	$1.25		$0.1560	$6.25	
39	**Preston**	$3.00	Effective 10-11-2016	$0.375	$15.00	
40	**Putnam**	$1.50		$0.1875	$7.50	
41	**Raleigh**	$5.00	Effective 4/18/17	$0.63	$25.00	
42	**Randolph**	$3.00	Residential Effective 7/1/22			
		$6.50	Business Effective 7/1/22	$0.81	$32.50	
43	**Ritchie**	$2.00		$0.25	$10.00	
44	**Roane**	$5.00	Effective July 1, 2023	$0.2187	$25.00	
45	**Summers**	$3.85	1/1/2013	$0.2312	$19.25	
46	**Taylor**	$2.50	Effective January 25, 2022	$0.3125	$12.50	
47	**Tucker**	$2.25				
		$3.00	Business Eff May 24/2023	$8.00 Lines 1-8, $1.00 lines 9>	$15.00	
48	**Tyler**	$2.85		$0.3562	$14.25	
49	**Upshur**	$4.50	Residential			
		$6.50	Business	$6.50 Lines 1-8, $0.8125 Lines 9>	$32.50	
50	**Wayne**	$4.00	Effective August 1, 2018	$0.50	$20.00	
51	**Webster**	$4.50	Residential (Effective July 1, 2023)	$3.00 on all Centrex Lines	$25.00	
		$6.50	Business			
52	**Wetzel**	$2.95		$0.3687	$14.75	
53	**Wirt**	$2.00		$0.25	$10.00	
54	**Wood**	$3.25	Effective 7-1-2016	$3.25 Lines 1-8, $0.4063 Lines 9>	$16.25	
55	**Wyoming**	$3.65	Moved from $2.65 on 3-1-14	$3.65 Lines 1-8, $0.4563 Lines 9>	$18.25	

1-Mar-25

E911
INFORMATION

HARRISON
COUNTY
COMMISSION



HARRISON COUNTY COURT HOUSE

Harrison County Commission

301 WEST MAIN STREET
CLARKSBURG, WEST VIRGINIA 26301
304-624-8500
FAX 304-624-8673

COMMISSIONERS
BERNIE FAZZINI
DAVID L. HINKLE
RONALD R. WATSON

July 14, 2017

ORIGINAL

Public Service Commission of West Virginia
Attn: Executive Director
201 Brooks Street
Charleston, West Virginia 25301

01:16 PM JUL 18 2017 PSC EXEC SEC DIV

Subject: Amendment to E911 Ordinance for Harrison County

Enclosed is a certified copy of the "Amendments to the Harrison County Ordinance – Comprehensive Plan for Emergency Telephone System. Included in the Ordinance is a fee increase to $3.50 per month which becomes effective October 1, 2017. If you have any questions, please contact the Office of the Harrison County Commission.

William A. "Willie" Parker
County Administrator

BK0087 PG1059

Harrison County
Susan J Thomas, Clerk
Instrument 201700021013
07/12/2017 @ 03:25:21 PM
GENERAL ORDER
Book 87 @ Page 1059
Pages Recorded 3

WEDNESDAY, JULY 12, 2017

County Commission

AMENDMENT
Emergency Telephone System

01:17 PM JUL 18 2017 PSC EXEC SEC DIV

Amendments to Harrison County Ordinance
Comprehensive Plan for Emergency Telephone System

Replacement: Harrison County Bureau of Emergency Communications (Fire Rescue Headquarters) Complete Ordinance

Throughout the complete Ordinance any reference to the Harrison Bureau of Emergency Communications (Fire Rescue Headquarters) is to be considered the Harrison-Taylor E911 Facility operated by the Harrison County Commission.

Replacement of Section 2 (A):

Section 2 – Availability

(A) All territory in Harrison County, including all municipal corporations; including the Flemington exchange in Taylor County and Barbour County.

Replacement of Section 3 (B):

Section 3 – Centralized Answering Point

(B) The Harrison-Taylor E911 Facility is connected to the appropriate providers via ANI trucks and other combinations of data, voice and/or other network connections or circuits. The Public Safety Answering Point (PSAP) will be located at a location approved and authorized by the Harrison County Commission.

Replacement of Section 4 (B):

Section 4 – Emergency Service

(C) **EMS Agencies**

Anmoore
Bridgeport
Flemington
Harrison
Salem

Fire Departments

Anmoore	Lumberport	Shinnston	West Milford
Bridgeport	Mount Clare	Spelter	Flemington
Clarksburg	Nutter Fort	Stonewood	
Johnstown	Reynoldsville	Summit Park	
Lost Creek	Salem	Wallace	

Law Enforcement

Anmoore	Nutter Fort
Bridgeport	Salem
Clarksburg	Shinnston
Sheriff's Department	Stonewood
Lumberport	WV Natural Resource Police (DNR)

And any other emergency service providers established after the date of this Amendment.

WEDNESDAY, JULY 12, 2017

County Commission

AMENDMENT
Emergency Telephone System

Replacement of Section 4 (C)

(C) Misdirected calls will be handled per current established procedures.

Replacement of Section 6

Section 6 – Imposition of Fee Increase and Payment of Costs.

Pursuant to the Code of West Virginia, in particular §7-1-3cc as amended, the County Commission of Harrison County hereby imposes a fee of three dollars and fifty cents ($3.50) per month per local exchange service line to finance the actual and/or projected costs of the enhanced emergency telephone system. Such fee shall become effective on the 1st day of September, 2017.

These fees will be utilized to cover the following cost areas associated with the enhanced 911 system:

1. Payment of wages, related payroll costs and benefits for all employees whose employment is associated and connected to the enhanced 911 system, including the premium cost of medical and other insurance coverage for employees.

2. All telephone company charges associated to and connected to the providing of services for the enhanced 911 system.

3. Costs associated with the providing of training for personnel employed to operate the enhanced 911 system.

4. Costs associated with the purchase, replacement, enhancement, repair and/or maintenance of enhanced 911 telecommunications equipment, including computer and other electronic equipment associated with the enhanced 911 database and/or other direct operational aspects of the enhanced 911 system.

5. Radio equipment, including spare equipment, used in the dispatching of emergency service providers pursuant to calls to 911 and/or transferring or relaying 911 calls or information related to such calls.

6. Costs associated with emergency power generation, transmission and control equipment.

7. Costs associated with the conversion of rural routes to city-type addressing including any cost to maintain and/or update the master street address file or information.

8. Any other reasonable cost(s) associated with the establishing, equipping, furnishing, operating or maintaining a county answering point.

As of the effective date of this amendment, the County Commission of Harrison County does adopt established procedures as provided for by the statue and/or regulation by the State of West Virginia, including any agency or political subdivision thereof, for billing and collection of the E911 fee with all vendors that provide such telephone – voice communication service to and in Harrison County.

BK0087 PG1061

WEDNESDAY, JULY 12, 2017

County Commission

AMENDMENT
Emergency Telephone System

The costs associated with the establishing, equipping, furnishing, operating and/or maintaining a county answering point may be paid for from the fees imposed per this Ordinance and/or any other funding source as authorized by the statues of West Virginia and/or so ordered and approved by the County Commission of Harrison County.

Replacement of Section 7 – Title and (B) Section 7 – Telephone and Voice Communication Companies

(B) Telephone, voice and/or communication firms providing service identified in Subsection (A) are subject to any fee associated with this Ordinance.

On a duly made motion, the County Commission of Harrison County, West Virginia does hereby declare that this Amendment was approved on the 12th of July, 2017 and shall become effective on the 1st day of October, 2017.

Ronald R. Watson, President

Bernie L. Fazzini, Commissioner

David L. Hinkle, Commissioner

STATE OF **WEST VIRGINIA**
COUNTY OF **HARRISON**

I, Susan J Thomas Clerk of the Harrison County Commission, do hereby certify that the foregoing writing is a true and accurate copy as appears of record in my office in **GENERAL ORDER BOOK,** *Book:* ***87*** at *Page:* ***1059***, of said record.

The foregoing instrument was acknowledged before me **Thursday, July 13, 2017**.

Susan J Thomas
Clerk of the Harrison County Commission

By Alexis Cole

Alexis Cole
Deputy Clerk

Order Appointing Alex J. Harclerode

In the County Commission of Harrison County, West Virginia

At a regular session of the County Commission of Harrison County, West Virginia, duly held on the 20th day of August, 2025, at which meeting Susan Thomas, President, David Hinkle, Member, and Patsy Trecost, Member, of the Commission were present, the following order was entered:

WHEREAS, the term of Douglas R. Miley as a member of the Charles Pointe Community Enhancement District Board (the "CED Board") expired on May 31, 2025, but under the law creating said CED Board, Mr. Miley continued as a member of the CED Board and will so continue until his successor is appointed and qualified;

WHEREAS, Alex J. Harclerode, a resident of the Charles Point Community Enhancement District, has expressed a willingness to serve as a member of the CED Board; and

WHEREAS, it was the intention of this Commission to name Alex J. Harclerode as a member of the CED Board for the full term beginning August 20, 2025, and ending on August 19, 2029.

NOW, THEREFORE, BE IT ORDERED that Alex J. Harclerode be appointed as a member of the CED Board for a term beginning on August 20, 2025, and ending on August 19, 2029.

Given under our hand and the seal of the Commission this 20th day of August, 2025.

ENTERED: August 20, 2025

_____

Susan Thomas, President
Harrison County Commission

July 24, 2025

Harrison County Commission
229 South 3rd Street, 3rd
Floor
Clarksburg, WV, 26301
Attn: Laura Pysz-Laulis

Re: Notification of Microduct & Fiber Installation in Existing Zayo Owned Network

To Whom it May Concern,

Per my conversation today with Harrison County Administrator, Laura Pysz-Laulis, Zayo and its Subcontractor will be installing microduct and 2 fiber optic cables along the South Harrison Rail Trail in West Virginia. The approximate distance for this install is 64,647 ft taking approx 30 days to place the microduct and fiber. Please consider this letter our formal notice per our agreement with Harrison County Commission, dated November 12, 2020 requiring notification for access to the existing network.

Thank you,

Merinda Simpson

Merinda Simpson
Director, LH Implementation
East

Laura Pysz

From: Merinda Simpson <merinda.simpson@zayo.com>
Sent: Thursday, July 24, 2025 7:04 PM
To: Laura Pysz
Cc: Christopher Perkins; Stephanie Moore; Merinda Simpson
Subject: Re: Fw: Zayo Agreement
Attachments: Harrison County Notification_ South Harrison Rail Trail_07.24.25.docx.pdf

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

Good Evening Laura~

Thank you so much for working with me on this today. Please find attached the letter of notification.

Merinda

On Thu, Jul 24, 2025 at 1:59 PM Laura Pysz <lpysz@harrisoncountywv.gov> wrote:

Laura Pysz-Laulis

Harrison County Administrator

Harrison County Commission

229 South 3rd St, 3rd Floor

Clarksburg, WV 26301

*This email is being sent from a mobile device.

From: Laura Pysz
Sent: Thursday, July 24, 2025 2:55:09 PM
To: County Administrator <countyadministrator@harrisoncountywv.gov>
Subject: FW: Zayo Agreement

Agreement #: RW 06012020
Utility: Fiber Optic Cable
Property: South Harrison Rail Trail
County: Harrison & Lewis County
Term: 20 years

RIGHT-OF-WAY AGREEMENT

THIS RIGHT-OF-WAY AGREEMENT made this 12TH day of NOVEMBER, 2020, by and between **HARRISON COUNTY COMMISSION**, (hereinafter referred to as County or Commission), Grantor, and **ZAYO GROUP, LLC**, a Delaware limited liability company (hereinafter referred to as Company), with its principal offices located at 1805 29th Street, Suite 2050, Boulder, Colorado 80301, Company.

WITNESSETH:

WHEREAS, By QUICKCLAIM DEED dated Feb. 25, 1998, The West Virginia Railroad Maintenance Authority assigns the area known as the South Harrison Rail Trail, for the use and benefit of a recreational trail; and

WHEREAS, Pursuant to West Virginia code, the West Virginia Railroad Maintenance Authority was re-designated the West Virginia State Rail Authority was transferred to the Harrison Count Commission; and

WHEREAS, By DEED dated Feb. 25, 1998, the West Virginia State Rail Authority granted the Harrison County Commission authority to negotiate, grant and convey rights-of-way and easements to utilities and other entities desiring to cross the South Harrison Rail Trail; and

WHEREAS, Company is desirous of boring, trenching, constructing, operating, maintaining, repairing, replacing and removing fiber optic cables running through four (4) 1¼ inch conduits utilizing a right-of-way ten (10') feet in width and approximately 64,647. (Sixty four Thousand Six Hundred Forty Seven Ft.) in length, on and underlying the South Harrison Rail Trail from a point of beginning 1295 ft. South from center line of Milford St.. Clarksburg,, West Virginia to a point just south of Lost Creek, West Virginia just before crossing trestle on said trail as noted in Exhibit A.

WHEREAS, Commission is willing to allow Company to bore, trench, construct, operate, maintain, repair, replace and remove fiber optic cables running through four (4) 1¼ inch conduits utilizing a right-of-way ten (10') feet in width and approximately 64,647 ft. (Sixty Four Thousand Six Hundred Forty Seven Ft.) in length, on and underlying the South Harrison Rail Trail from a point of beginning 1295 Ft. South from center line of Milford St. Clarksburg, West Virginia to a point south of Lost Creek West Virginia just before crossing trestle on said trail.

NOW, THEREFORE, that for and in consideration and upon the payment of the sum of Sixty-Four Thousand Six Hundred Forty-Seven Dollars ($ 64,647.00), the Commission does hereby Grant and Convey unto Company the right to bore, trench construct, operate, maintain repair, replace and remove fiber optic cables running through no more than four, 1¼ inch conduits utilizing a right-of-way ten (10') feet in width and approximately 64,647 ft. (Sixty four Thousand Six Hundred Forty Seven Ft.) in length, on and underlying the South Harrison Rail Trail from a point of beginning 1295 Ft. from center line of Milford St. Clarksburg, West Virginia to a point south of Lost Creek West Virginia just before crossing trestle on said trail, which right of way shall be five feet in width off of each side of the centerline depicted in Exhibit A:

> **PROPERTY DESCRIPTION** – Beginning at Latitude 39.28025, Longitude -80.34883 extending approximately 64,647ft. (Sixty four Thousand Six Hundred Forty Seven Ft.)in length Harrison County West Virginia to Latitude 39.144294, Longitude -80.362300 being within the right-of-way of and in, on and underlying the South Harrison Rail Trail, as shown on the Maps attached hereto as Exhibit A, which are incorporate specifically herein.

The parties hereto further covenant and agree as follows:

1. **TERM.** -- This Agreement shall be for a period of **TWENTY (20) YEARS** from the date set forth above. This Agreement may be renewed by the said parties agreeing to the same in writing for successive term(s) and the renewal shall be based upon the terms and conditions set by County/negotiated among the parties.

2. **PAYMENT.** -- Company shall pay County the sum of Sixty-Four Thousand Six Hundred Forty-Seven ($ 64,647.00), as set forth above, for the utilization of the fiber optic cable right-of-way granted herein, which sum is due upon signing.

3. This conveyance shall only be used as a fiber optic cable right-of-way, and is subject to the following:

(a) Company shall notify the County, or a designee of County, of the South Harrison Rail Trail in writing ten (10) days prior to commencing use and any work being performed pursuant to this Right-of-Way Agreement that requires access on South Harrison Rail Trail. In an emergency, Company may notify the County by telephone prior to accessing the South Harrison Rail Trail.

(b) The Trail shall always remain open for public use. Every day during Company's use of the South Harrison Rail Trail, a sign must be placed on the Trail warning trail users of Company's work and use of the Trail.

(c) County reserves the right to use the surface of the land herein conveyed.

(d) Company shall keep its facilities installed along the South Harrison Rail Trail in a condition that is satisfactory to County throughout the term of this agreement and any renewal thereof.

(e) Construction for the fiber optic cable under the South Harrison Rail Trail shall be by traditional plough, trenching, or directional boring methods with a minimum of three (3') feet of coverage/depth of installed fiber optic cable.

(f) Company shall reclaim all disturbed areas of the South Harrison Rail Trail to the satisfaction of the County. All ditches shall be compacted when back filled, and Company shall maintain all disturbed areas of the Trail for one year after the completion of the construction.

(g) Company shall install Zayo Handhole boxes and appurtenances in an area and at a level approved by the County.

(h) Company shall have no right hereunder to contract out, lease, subcontract or otherwise allow third parties to operate within the Easement area, without the express, written consent of County – with County expressly being provided a copy of any such proposed contractual arrangement.

(i) Only such trees deemed by Company to endanger the safety or interfere with the construction, maintenance, location, operation, condition or use of the premises under this Right-of-Way Agreement may be cut, and only with the prior approval of County.

(j) Company shall not cut, remove or damage any trees, shrubs, etc, located on boundary lines which have been marked or used in surveys of said lines without obtaining the prior written consent of County and without providing substitute boundary markers.

(k) Company shall refrain from using any chemicals or methods other than cutting in the maintenance of the right-of-way, unless prior written permission is given by County.

(l) Company shall provide County written notice and documentation when Company sells, grants, conveys, assigns or otherwise transfers the right-of-way; such action requires the prior written consent of the county.

(m) No use, however extended, of the right-of-way shall be construed as creating or vesting in Company any ownership in the subject property, and Company's use is expressly non-exclusive.

(n) Company shall not assert any claim against County or any agency, agent, servant or employee of County for any damage sustained by Company in its usage of the land hereby conveyed occasioned by any act or omission of County any agency, agent, servant, or employee of the County unless damage was occasioned by the gross negligence or willful misconduct of County, or any agency, agent, servant or employee of County.

(o) Company shall save harmless and indemnify County for any and all liability for personal injuries, property damage, or for loss of life or property resulting from, or causally connected with, the construction, maintenance, location, operation, repair, condition or use of the premises under this Right-of-Way Agreement, or any means of ingress thereto or egress therefrom, except liability for personal injuries, property damage, or loss of life or property caused by the willful misconduct of County or any agency, agent, servant or employee of County. Company shall maintain, at all times during the term of this Agreement, insurance covering its personal property located on the rights of way, and commercial general liability insurance with minimum limits of $2,000,000.00 for injury or death and $2,000,000.00 for damage or destruction to property, naming the County as an additional insured(s). Company shall annually, and at any other time at County's request, furnish to County a certificate or other evidence of such insurance satisfactory to County.

(p) In the event Company fails or refuses to comply with the terms contained herein, this Agreement may be cancelled, and the conveyance herein considered null and void by County. If this Agreement is cancelled, Company would be required to remove all its conduits, cables, lines, equipment and appurtenances within the right-of-way; if so directed in writing by the county.

(q) When Company, or its successors and assigns, ceases to use the right-of-way for fiber optic cable, then this Right-of-Way Agreement is null and void, and the said right-of-way reverts to County, or its successors and assigns, and Company, or its successors and assigns, shall remove all of its conduits, cables, lines, equipment and appurtenances within the right-of-way, and restore the property to the condition it was in before the removal; if so directed in writing by the county

(r) Damages limitation. In no event shall either party be liable to the other party for any incidental, special, punitive, or consequential damages arising out of or in connection with this Agreement.

(s) Notice. All notices that shall or may be given pursuant to this Agreement must be in writing and delivered (i) by hand; (ii) by mail, registered mail or certified mail; (iii) by prepaid overnight delivery service; or (iv) by email. The following addresses shall be used for notices sent by mail or overnight delivery service:

To County:
Harrison County Commission
301 W Main Street Clarksburg, WV 26301
ATTN: County Administrator

To Company:
Zayo Group, LLC
Attn: Director, Underlying Rights – East Region
1805 29th Street, Suite 2050
Boulder, CO 80301

With a Copy to:
Zayo Group, LLC
Attn: General Counsel – East Region
1805 29th Street, Suite 2050
Boulder, CO 80301

For Emergencies:
Network Operations Center & Repair
Phone: (888) 404 9296
E-mail: zayoncc@zayo.com

(t) Environmental Compliance. It is the express intent of the parties to this Agreement that Company assume full responsibility for complying with all pollution laws, environmental laws, or other applicable laws now in effect or hereafter enacted applicable to Company and its operations pursuant to this Agreement and that Company take full responsibility for all cleanup costs and damages that result, directly or indirectly from the actions or failures to act of Company, or its agents, contractors, employees, subcontractors or others on the Parcel on behalf of Operator. It is the express intent of the parties to this Agreement that Company assume full responsibility for complying with all pollution laws, environmental laws, or other applicable laws now in effect or hereafter enacted applicable to Company and its activities on the Parcel; and that Company take full responsibility for all cleanup costs and damages that result, directly or indirectly from the actions or failures to act of Company, or its agents, contractors, employees, subcontractors or others on the Parcel on behalf of Company.

(u) Mechanics Liens. Company shall pay promptly for all charges for labor and materials which Company incurs in making any additions to, repairs of, or improvements of the road and shall not permit any liens to be filed by any person or entity against the interests of County and/or Company. Notwithstanding the foregoing, if, for whatever reason, any mechanic's lien or other liens shall be filed, Company shall, at its sole expense, cause such lien to be discharged of record within such thirty (30) day period. County, in addition to any other rights and remedies, may, but shall not be obligated to, cause such lien to be discharged by payment, bond or otherwise, without investigation as to the validity thereof or as to any offsets or defenses thereto, and Company shall, upon demand, promptly within ten (10) days, reimburse County for all amounts paid and costs incurred, including attorney's fees and interests thereon at the maximum legal rate from the respective dates of County's payment therefor, in having such lien discharged of record and, further, Company shall otherwise indemnify and save County harmless from any claim or damage resulting therefrom.

(v) Plans. Company shall provide to County two copies of larger final plan/right of way/access road sheets and as-built plans/plan sheets. Further, Company shall provide County, prior to commencing construction, all written timetables related to pipeline construction/installation and access road construction.

(w) Enforcement Costs. If Company defaults under or breaches this Agreement, Company shall pay all costs and expenses, including a reasonable attorney's fee, incurred by County in enforcing this Agreement. A default shall be defined as a continuing failure to perform or observe any of the terms and provisions of this Agreement for thirty (30) days after written Notice to perform or observe the same has been given by County.

(x) Future development clause. Company further covenants that it will place no unreasonable restrictions on County for construction of future access that crosses or parallels the right of way (roads; utility; transportation/gathering lines; etc.) and County can require that Company work in an advisory capacity for construction of such items/facilities to minimize damages – with the express understanding that County will not place any inhabitable physical structure within the right of way or over pipe/fiber situate therein. Further, County and Company agree that County has the absolute right to grant other easements and right of ways parallel but adjacent to and perpendicularly as near to 90° as reasonably practicable across the right of way area, and that Company has no right to, and shall not, grant other right of ways/easements within and across the right of way area.

(y) Property Markers. Should Company damage or disturb any property corner markers, monuments or property line fences during the construction, operation, maintenance, repair or removal of the pipeline(s) subject to the rights herein granted, Company shall, at its sole cost and expense, replace said corner markers, monuments or line fences.

(z) Restoration. Unless County otherwise agrees in writing, upon termination of any of Operator's operations on Owner's land/installation of the line/fiber cable, Company shall fully restore and level the surface of the land affected by such operations as near as possible to the contours which existed prior to such operations.

(aa) Duty to Stake. Prior to commencing construction, Company shall survey and stake the centerline of the right of way and provide County with copies of all engineering and survey documents obtained by Company relating to the pipe/fiber location and to Company's activities on the parcels.

(bb) Duty to Repair and Maintain. Company covenants and agrees that it will assume all liability for the maintenance, repair, and remediation of the pipe and appurtenances located in the right-of-way, inclusive of required remediation of sections to accommodate future access across line as projects are identified by County.

(cc) Each party shall provide timely notice to the other party of any address change. Notice shall be deemed effective upon receipt in the case of hand delivery, three days after delivery for mail, or the next business day if delivery is made by email or overnight delivery service.

(dd) No Warranty. County makes no warranty of title or otherwise in entering into this Agreement.

DECLARATION OF CONSIDERATION OR VALUE

This transfer is exempt from the excise tax on the privilege of transferring real property because it is a Right-of-Way Agreement with and from the Harrison County Commission.

WITNESS the following signatures and seals:

HARRISON COUNTY COMMISSION

By: Ron Watson

Its: PRESIDENT

STATE OF WEST VIRGINIA
COUNTY OF HARRISON, To-wit:

I, Gina L. Jones, a Notary Public *in and for* said County and State, do *hereby* certify that Ron Watson, its President, bearing date the 12th day of November, 2020, has this day acknowledged the same before me in my said county to be the act and deed of said Commission.

Given under my hand this 12th day of November, 2020.

My commission expires August 14, 2025.

[Seal]

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
GINA L JONES
Harrison County Commission
301 West Main Street
Clarksburg, West Virginia 26301
My Commission Expires Aug. 14, 2025

Gina L Jones

Notary Public

ZAYO GROUP, LLC

BY: Gillian Leytham

Its: Senior Director, underlying right

STATE OF Florida
COUNTY OF Hillsborough, To-Wit:

I, Connie Preston, a Notary Public in and for said County and State, do hereby certify that Gillian Leytham, its Senior Director, who signed the writing hereto annexed, for Zayo Group, bearing date the 18 day of November, 2020, has this day acknowledged the same before me in my said county to be the act and deed of said Company.

Given under my hand this 18 day of November, 2020.

My commission expires 4-15-2024.

[Seal]

Connie Preston
Notary Public

CONNIE PRESTON
Notary Public - State of Florida
Commission # GG 964707
My Comm. Expires Apr 15, 2024
Bonded through National Notary Assn.

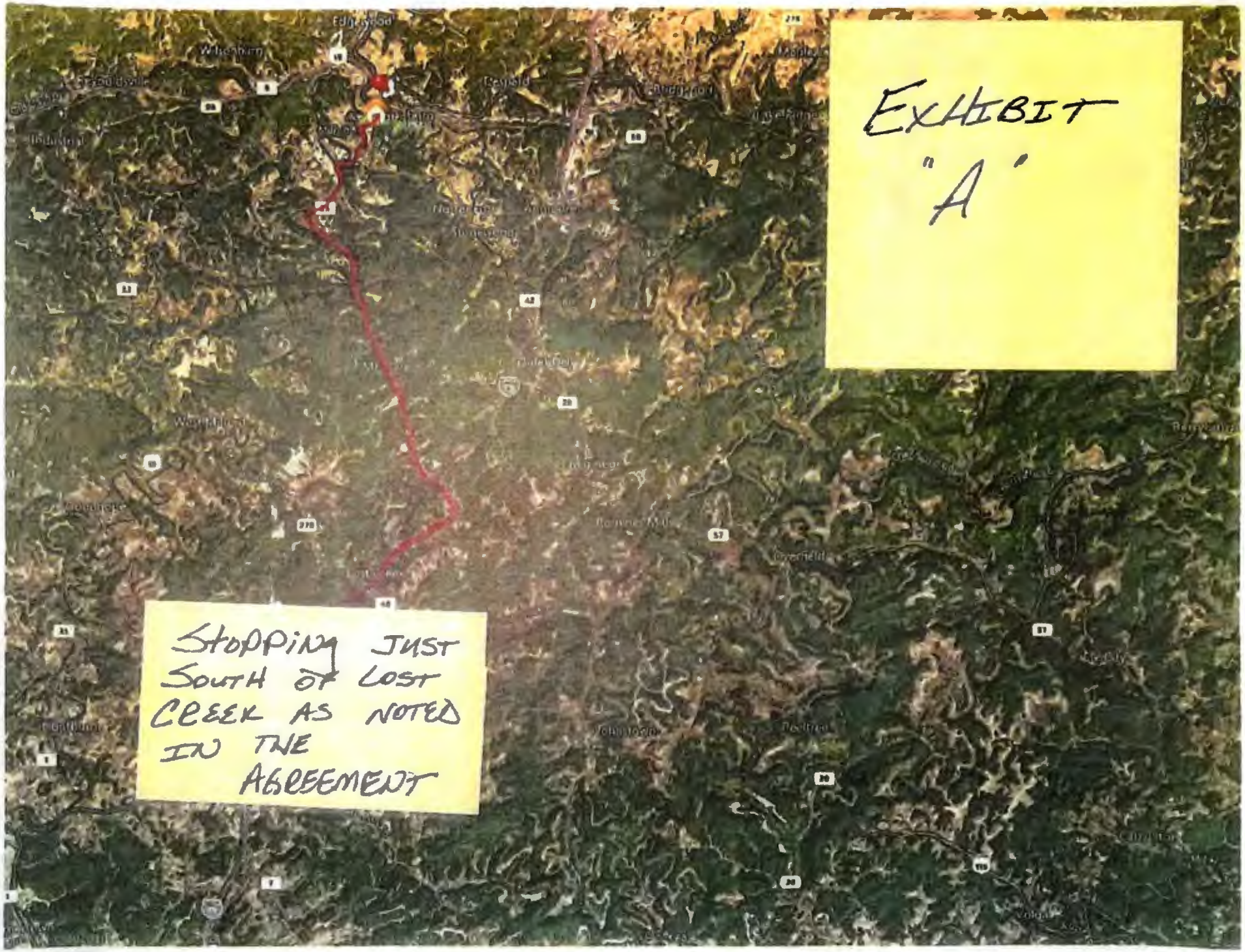
EXHIBIT
"A"
STOPPING JUST SOUTH OF LOST CREEK AS NOTED IN THE AGREEMENT

Exhibit A
TASK ORDER

Legal Name: Harrison County Commission		Effective Date of this Authorized Task Order:
Tark Order Number: 7	Owner's Project Name: Mt. Clare to Lost Creek Rail Trail Cost Estimate	Project Number (If Applicable): TBD
MSA Number or Effective Date: January 25th 2022		

1. **PROPOSED SCOPE OF WORK:**
   - The Thrasher Group (TTG) will complete a conceptual cost estimate to repair/rebuild the existing rail trail from Mt. Clare to the Trail Head in Lost Creek. The trail is approximately 29,000 Ft or 5.4 miles. The trail will be broken up into 4 different phases.

   - **Phase 1: Create a map -** Thrasher will create a color map showing the location of the trail and the 4 different phases. The map will be used in the field to generally locate the areas that need repaired. The map will be generated from free mapping available on the internet. Survey and construction based mapping will not be completed for this phase of the project.

   - **Phase 2: Site Assessment** -Thrasher will drive the entire length of the 5.4 mile trail and document the areas that need to be repaired. The map created in Phase 1 will be used in the field to document repair locations.

   - **Phase 3: Conceptual Cost Estimate -** Thrasher will take the data derived from Phase 2 and complete a conceptual cost estimate for the 4 Phases of the project.

   - **Phase 4: Present Cost Estimate -** Thrasher will present the cost estimate and map at a public Harrison County Commission meeting.

2. **MODIFCATION OR ADDITION TO AN ORIGINAL SCOPE: N/A**

3. **PHASE PRICE:**
   Work will be billed on a lump sum basis, based on estimated percent complete:

   - Phase 1: Map $1,000.00
   - Phase 2: Site Assessment $3,000.00
   - Phase 3: Conceptual Cost Estimate $1,000.00

   - Total Amount $5,000.00

4. **SCHEDULE TO COMPLETE WORK:** Two weeks after this task order is signed.

5. **AGREEMENT:**

This Authorized Task Order is made in consideration for the MSA set forth herein which each party acknowledges as good, valuable, and sufficient consideration.

All previous written and verbal communications, including but not limited to emails, phone discussions, proposals, meeting notes, and questions and answers, relating or connected to the subject matter of this Authorized Change Order are superseded by this Authorized Change Order.

6. **OTHER PROVISIONS:**

The Trasher Group	**Harrison County Commission**
By: Chad Biller	**By:** _____
Name Chad Biller	**Name:** _____
Title: Project Manager	**Title:** _____

HARRISON COUNTY
SHERIFF AND TREASURER

ROBERT G. MATHENY

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

August 7, 2025

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

Dear Commissioners:

Please make the following line item revision to the current 2025-2026 budget for the following Division:

730-Security
Please move $1,273.60 from Line Item 027-730-225 to Line Item 027-730-345

Sincerely,

Robert G. Matheny II
Sheriff

Zoning Form

(Original copy must be submitted to the WVABCA Licensing Department)

Note: If an establishment's location is not situated within a municipality, this office will need a letter from the County Commission stating that the establishment location is zoned properly. All applicants must complete the obverse (front) portion of the form.

To: Municipal Clerk or Recorder

Under the requirements set forth in 60-7-4a and/or 11-16-8(a)(5) of the W. Va. State Code, a person intending to apply for a license to operate an ABCA licensed Private Club, Private Wine Restaurant or Tavern at any location within a municipality **must file a notice of such intention with the Clerk or Recorder of such municipality at least ten (10) days prior** to filing an application for such license with the Alcohol Beverage Control Administration. Pursuant to this requirement, **notice** is herein given that the following intends to apply to the WVABCA for a license to operate a Private Club, Private Wine Restaurant, Private Wine Bed and Breakfast, Private Wine Spa, or Tavern issued pursuant to the provisions of §§ Chapter 60, Article 7 and Article 8 and/or Chapter 11, Article 16 of the W.Va. State Code.

Entity Name: Ovies Wine Cellar LLC

DBA (Doing Business As): Haunting Hill

Address of Establishment: 434 Jacobs Road (Street Route) Mount Clare (City) WV (State) 26408 (Zip Code)

Applicant's Name(s): Ovies (Last) Anthony (First) C (Middle)

Ovies (Last) Dawn (First) D (Middle)

General Description of Premises: 24'x 44' Log Cabin with front Porch & Patio situated on a portion of our property located in Mount Clare off Sub Run in Quiet Dell.

Food Services to be Offered: Charcuterie Boards

Patron Capacity: 24

This Notice has been filed with the Clerk or Recorder of the City/Town of

_____ on this _____ day of _____, _____.

Applicant's Signature(s): _____ Date: _____

_____ Date: _____

(Municipality to fill out reverse side of form)

ABCA-Lic.Z.2

(FOR USE BY MUNICIPAL AUTHORITIES ONLY)

Is the proposed location for the Private Club, Private Wine Restaurant, Private Wine Bed and Breakfast, Private Wine Spa, or Tavern described consistent with the zoning ordinances or your Municipality as either a permitted use or a conditional use of such premises?

Yes _____ No _____

If the answer to the first question was "no," does your Municipality provide within its business zones suitable alternative locations for Private Club, Private Wine Restaurant, Private Wine Bed and Breakfast, Private Wine Spa, or Tavern?

Yes _____ No _____

Is the proposed location for the Private Club, Private Wine Restaurant, Private Wine Bed and Breakfast, Private Wine Spa, or Tavern herein described situated in an area designated for the use of community development block grant funds in the municipality?

Yes _____ No _____

If yes, is the planned use of the premises at the location herein described consistent with any plan adopted by the governing body of the municipality for revitalization of the area wherein the premises are situated?

Yes _____ No _____

Does the municipality have any restrictions or regulations prohibiting Limited Video Lottery?

Yes _____ No _____

Does the municipality have any restrictions or regulations prohibiting Exotic Dancing establishments?

Yes _____ No _____

Additional comments to the Alcohol Beverage Control Administration:

_____

_____

_____

_____

_____

Approved By: Authorized Official Signature and Title

_____

City/Town

Date:_____

Return Original To: **WVABCA**
Licensing Division
900 Pennsylvania Avenue, 4th Floor
Charleston, WV 25302

Zoning Form

(Original copy must be submitted to the WVABCA Licensing Department)

Note: If an establishment's location is not situated within a municipality, this office will need a letter from the County Commission stating that the establishment location is zoned properly. All applicants must complete the obverse (front) portion of the form.

To: Municipal Clerk or Recorder

Under the requirements set forth in 60-7-4a and/or 11-16-8(a)(5) of the W. Va. State Code, a person intending to apply for a license to operate an ABCA licensed Private Club, Private Wine Restaurant or Tavern at any location within a municipality **must file a notice of such intention with the Clerk or Recorder of such municipality at least ten (10) days prior** to filing an application for such license with the Alcohol Beverage Control Administration. Pursuant to this requirement, **notice** is herein given that the following intends to apply to the WVABCA for a license to operate a Private Club, Private Wine Restaurant, Private Wine Bed and Breakfast, Private Wine Spa, or Tavern issued pursuant to the provisions of §§ Chapter 60, Article 7 and Article 8 and/or Chapter 11, Article 16 of the W.Va. State Code.

Entity Name: Tubbys LLC

DBA (Doing Business As): _____

Address of Establishment: 269 Factory St. (Street/Route) Clarksburg (City) WV (State) 26301 (Zip Code)

Applicant's Name(s): Lucente (Last) Kathryn (First) Ann (Middle)

_____ (Last) _____ (First) _____ (Middle)

General Description of Premises: 1st Floor Restaurant, with take setting and 8 counter seats, full menu & selling pop & Beer & wine

Food Services to be Offered: Eat in carry out full menu

Patron Capacity: 36

This Notice has been filed with the Clerk or Recorder of the City/Town of Harrison County **on this** 11th **day of** August, 2025.

Applicant's Signature(s): Kathryn Ann Lucente Date: 8-11-25

_____ Date: _____

(Municipality to fill out reverse side of form)

ABCA-Lic.Z.2

(FOR USE BY MUNICIPAL AUTHORITIES ONLY)

Is the proposed location for the Private Club, Private Wine Restaurant, Private Wine Bed and Breakfast, Private Wine Spa, or Tavern described consistent with the zoning ordinances or your Municipality as either a permitted use or a conditional use of such premises?

Yes ✓ No _____

If the answer to the first question was "no," does your Municipality provide within its business zones suitable alternative locations for Private Club, Private Wine Restaurant, Private Wine Bed and Breakfast, Private Wine Spa, of Tavern?

Yes _____ No _____

Is the proposed location for the Private Club, Private Wine Restaurant, Private Wine Bed and Breakfast, Private Wine Spa, or Tavern herein described situated in an area designated for the use of community development block grant funds in the municipality?

Yes _____ No ✓

If yes, is the planned use of the premises at the location herein described consistent with any plan adopted by the governing body of the municipality for revitalization of the area wherein the premises are situated?

Yes _____ No _____

Does the municipality have any restrictions or regulations prohibiting Limited Video Lottery?

Yes _____ No ✓

Does the municipality have any restrictions or regulations prohibiting Exotic Dancing establishments?

Yes _____ No ✓

Additional comments to the Alcohol Beverage Control Administration:

_____

_____

_____

_____

_____

Approved By: Authorized Official Signature and Title

_____

City/Town

Date:_____

Return Original To: **WVABCA**
Licensing Division
900 Pennsylvania Avenue, 4th Floor
Charleston, WV 25302

Harrison County Commission

Approval to Travel

33

Travelers Name: PEGI BAILEY
Department: HARRISON COUNTY OEM
Destination: BRIDGEPORT CONFERENCE CENTER
Date SEPTEMBER 29-OCTOBER 01 2025
Reason: OEM DUES AND CONFERENCE

USING COUNTY VEHICLE AND GAS

Estimated Cost $0.00

Transportation $0.00

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

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

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

Approving Authority (Elected Official/Departmental Head) Date 08/11/25

County Commission Action ( ) Approve ( ) Disapprove

Date

Prepared 12/4/2014

32-A

Harrison County Commission

Request to Attend Meeting

Name: Chris Cutright

Department: 9-1-1

Destination: Bridgeport Conference Center

Travel Dates: October 7-9, 2025

Reason: West Virginia Telecommunicators Conference

Total Estimated Cost $ 300.00

Transportation			$ $0.00
Air		$ 0.00	
Private Vehicle:			
Mileage	0 X .70	$ 0.00	
Rental Car		$ 0.00	
Lodging			$ 0.00
Registration			$ 300.00
Meals	(Estimated)		$ 0.00
Incidentals			$ 0.00

Employee Signature: [signature] Date: 7/30/2025

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

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

Date: _____

A8 Form Revised: May 1, 2014

32-B

Harrison County Commission

Request to Attend Meeting

Name: Bryce Delgado

Department: 9-1-1

Destination: Bridgeport Conference Center

Travel Dates: October 7-9, 2025

Reason: West Virginia Telecommunicators Conference

Total Estimated Cost $ 300.00

Transportation			$ $0.00
Air		$ 0.00	
Private Vehicle:			
Mileage	0 X .70	$ 0.00	
Rental Car		$ 0.00	
Lodging			$ 0.00
Registration			$ 300.00
Meals	(Estimated)		$ 0.00
Incidentals			$ 0.00

Employee Signature: [signature] Date: 07/18/2025

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

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

A8 Form Revised: May 1, 2014

32-C

Harrison County Commission

Request to Attend Meeting

Name: Jesua DeProspero

Department: 9-1-1

Destination: Bridgeport Conference Center

Travel Dates: October 7-9, 2025

Reason: West Virginia Telecommunicators Conference

Total Estimated Cost $ 300.00

Transportation			$ $0.00
Air		$ 0.00	
Private Vehicle:			
Mileage	0 X .70	$ 0.00	
Rental Car		$ 0.00	
Lodging			$ 0.00
Registration			$ 300.00
Meals	(Estimated)		$ 0.00
Incidentals			$ 0.00

Employee Signature: _____ Date: 7/18/25

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

County Commission Action ( ) Approve ( ) Disapprove

Authorized travel within the approved budget by and for other constitutional offices does not require County Commission approval

Date: _____

A8 Form Revised: May 1, 2014

32-D

Harrison County Commission

Request to Attend Meeting

Name: Megan Fox

Department: 9-1-1

Destination: Bridgeport Conference Center

Travel Dates: October 7-9, 2025

Reason: West Virginia Telecommunicators Conference

Total Estimated Cost $ 300.00

Transportation			$ $0.00
Air		$0.00	
Private Vehicle:			
Mileage	0 X .70	$0.00	
Rental Car		$0.00	
Lodging			$ 0.00
Registration			$ 300.00
Meals	(Estimated)		$ 0.00
Incidentals			$ 0.00

Employee Signature: _____ Date: 07/19/25

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

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

Date: _____

A8 Form Revised: May 1, 2014

32-E

Harrison County Commission

Request to Attend Meeting

Name: Matthew Gump

Department: 9-1-1

Destination: Bridgeport Conference Center

Travel Dates: October 7-9, 2025

Reason: West Virginia Telecommunicators Conference

Total Estimated Cost $ 300.00

Transportation			$ $0.00
Air		$ 0.00	
Private Vehicle:			
Mileage	0 X .70	$ 0.00	
Rental Car		$ 0.00	
Lodging			$ 0.00
Registration			$ 300.00
Meals	(Estimated)		$ 0.00
Incidentals			$ 0.00

Employee Signature: Matthew Gump Date: 7-18-25

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

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

Date: _____

A8 Form Revised: May 1, 2014

32-F

Harrison County Commission

Request to Attend Meeting

Name: Mica Love

Department: 9-1-1

Destination: Bridgeport Conference Center

Travel Dates: October 7-9, 2025

Reason: West Virginia Telecommunicators Conference

Total Estimated Cost $ 300.00

Transportation			$ $0.00
Air		$0.00	
Private Vehicle:			
Mileage	0 X .70	$ 0.00	
Rental Car		$0.00	
Lodging			$ 0.00
Registration			$ 300.00
Meals	(Estimated)		$ 0.00
Incidentals			$ 0.00

Employee Signature: Mica Love Date: 7/19/25

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

County Commission Action ( ) Approve ( ) Disapprove

Authorized travel within the approved budget by and for other constitutional offices does not require County Commission approval Date: _____

A8 Form Revised: May 1, 2014

32-G

Harrison County Commission

Request to Attend Meeting

Name: Tyara Martin

Department: 9-1-1

Destination: Bridgeport Conference Center

Travel Dates: October 7-9, 2025

Reason: West Virginia Telecommunicators Conference

Total Estimated Cost $ 300.00

Transportation			$ $0.00
Air		$ 0.00	
Private Vehicle:			
Mileage	0 X .70	$ 0.00	
Rental Car		$ 0.00	
Lodging			$ 0.00
Registration			$ 300.00
Meals (Estimated)			$ 0.00
Incidentals			$ 0.00

Employee Signature: _____ Date: 7/01/25

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

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

Date: _____

A8 Form Revised: May 1, 2014

Harrison County Commission

Approval to Travel

Traveler(s) Name(s) Robert Leonard

Department Planning Department

Destination Asbsestos Inspector Refresher Class 2025

Travel Dates 15-Aug-25

Reason

Reclaim Companys refresher class for Asbestos Inspector

Estimated Cost

Transportation			$	
	Air	$		
	County Vehicle	$		Taking County Truck
	Private Vehicle			
	Rental Car	$		
Lodging			$	NA
Registration			$	$250.00
Meals	(per diem)		$	NA
Incidentals	(per diem)		$	

Approving Authority _____ Date 8/8/2025
(Elected Official/Department Head)

County Commission Action ( ) Approve ( ) Disapprove

Date _____

Reclaim Company LLC
200 8th Street
Fairmont, WV 26554

(304) 366-7070
(304) 816-0194

INVOICE

Due Date	Date	Invoice #
8/15/2025	8/15/2025	3432

BALANCE DUE >> 250.00

Bill To

Reclaim Company, LLC
PO Box 2162

Fairmont, WV 26555-2162

☐ Please check box if address is incorrect or has changed, and indicate change(s) on reverse side.

Have Email? Please write it here: _____

Reclaim Company LLC
200 8th Street
Fairmont, WV 26554

PLEASE DETACH AND RETURN TOP PORTION WITH YOUR PAYMENT

P.O. No.	Terms	Due Date	Project
	Due Upon Receipt	8/15/2025	009-25

Description	Qty	Rate	Amount
This Invoice is for the 08/15/25 Asbestos Inspector Refresher Training Course	1.00	250.00	250.00

Total **USD** 250.00

Payment due on receipt. A 2% per month Interest Fee will be charged on balances over 30 days from date of invoice. A Discount may apply if the total balance is paid within 10 days from the date of invoice.

Balance Due **USD** 250.00

Harrison County Commission

Approval to Travel

Traveler(s) Name(s) Robert Leonard

Department Planning Department

Destination WVCOA Fall 2025 Seminar - Flatwoods Days Inn Conference Center

Travel Dates September 4th and 5th, 2025

Reason

West Virginia Code Officials Association

Estimated Cost

Transportation			$	
	Air	$		
	County Vehicle	$		Taking County Truck
	Private Vehicle			
	Rental Car	$		
Lodging			$	NA
Registration			$	$150.00
Meals	(per diem)		$	NA
Incidentals	(per diem)		$	

Approving Authority _____ Date Aug 13, 2025
(Elected Official/Department Head)

County Commission Action ( ) Approve ( ) Disapprove

Date _____

2025 WVCOA FALL SEMINAR

September 4th and 5th at the Days Inn & Conference Center, Flatwoods, WV

Board of Directors Meeting:

Wednesday, September 3rd, 6 PM

Registration starts at 8 AM Thursday

Thursday, September 4th 8:30 AM - 4:30 PM

Friday, September 5th 8:30 AM - Noon

Presenters:

Sept 4th **Mr. White**, Labor Program Manager for the WV Division of Labor will be presenting from 8:30 to Noon. *Topic: Licensing laws for the State of WV*

Sept 4th **Mr. Gilli**, Insulation Channel Manager for the REPS Roofing and Exterior Products will be presenting from 1 to 4:30. *Topic: Building envelope and ArmorWall which is a DuPont fire rated structural insulated sheathing panel*

Sept 5th **Ms. Perry**, Assistant Director of Land for the WV State Auditor Office will be presenting from 8:30 to 10. *Topic: Potential available grants, State property tax sales*

Sept 5th **Ms. Papadopoulos**, Executive Director for the WV Board of Architects will be presenting from 10 to Noon. Topic: New handbook for Code Officials from the Board of Architects and Engineers

Lunch Provided by Stonewall Jackson Resort on Thursday

More info and forms at WVCOA.com under events

***** PLEASE NOTE: THE NEW OWNERS OF THE DAYS INN WILL NOT ACCEPT THE DISCOUNTED PRICE OF THE GUEST ROOMS AFTER THE BLOCK DATE HAS EXPIRED.**

FOR THIS SEMINAR, THE BLOCK DATE DEADLINE IS AUGUST 21ST

You sent a $150.00 USD payment

From: service@paypal.com (service@paypal.com)

To: robdawg017@aol.com

Date: Tuesday, August 12, 2025 at 10:25 AM EDT

Hello, James Leonard II

You sent $150.00 USD to West Virginia Code Officials Association

Transaction Details

Transaction ID 772053031A222531T	**Transaction date** August 12, 2025
Money sent	$150.00 USD
Paid with:	
WESBANCO BANK INC	$150.00 USD
You paid	$150.00 USD
West Virginia Code Officials Association will receive	$150.00 USD
Your note to West Virginia Code Officials Association	WVCOA Fall Seminar

Shipping Address

899 SUDS RUN RD
MOUNT CLARE, WV 26408-9523
United States

Get the Details

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A-1

United States of America

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

Clerk's Fiduciary Report

Estate from Wednesday, July 30, 2025, through Tuesday, August 5, 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, Wednesday, July 30, 2025, the following matters were disposed of in the presence of the Clerk:

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

MARY B BINEGAR, who was named in the last will and testament of **SHIRLEY ARENE BULKA**, deceased, as EXECUTRIX thereof, qualified as such. No bond was required.

The said estate of **MARGARET ANN MCKOWN**, deceased was referred to **ROBERT PEVLER**, a FIDUCIARY COMMISSIONER for the Harrison County, for settlement thereof.

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

A duly exemplified copy of the last will and testament of **WAVA B KINCY**, deceased, late a resident of MORGAN, OHIO, was admitted to record.

A duly exemplified copy of the last will and testament of **GEORGE W MCINTIRE**, deceased, late a resident of MORGAN, OHIO, was admitted to record.

More than 31 days since the date of death or the surviving spouse or heir, upon a motion, **ZACHARY J HARPER** was appointed and qualified as ADMINISTRATOR of the estate of **RONNIE LEE HARPER**, deceased. No bond was required.

On, Thursday, July 31, 2025, the following matters were disposed of in the presence of the Clerk:

The said estate of **JUDITH ANNE ASEL**, deceased was referred to **JAMES A VARNER**, a FIDUCIARY COMMISSIONER for the Harrison County, for settlement thereof.

On, Friday, August 1, 2025, the following matters were disposed of in the presence of the Clerk:

MICHAEL WOODDELL, who was named in the last will and testament of **JANICE KAY WOODDELL**, deceased, as EXECUTOR thereof, qualified as such. No bond was required.

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

RYAN TODD FISHBAUGH, who was named in the last will and testament of **THOMAS ALLEN FISHBAUGH**, deceased, as EXECUTOR thereof, qualified as such. No bond was required.

A duly exemplified copy of the last will and testament of **RONALD EARL DRUMMOND**, deceased, late a resident of MACON, NORTH CAROLINA, was admitted to record.

More than 31 days since the date of death or the surviving spouse or heir, upon a motion, **JAMES RICHARD HOLT** was appointed and qualified as ADMINISTRATOR of the estate of **NANCY LEE HOLT**, deceased. No bond was required.

On, Tuesday, August 5, 2025, the following matters were disposed of in the presence of the Clerk:

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

DARIAN HOPE DARWAY, who was named in the last will and testament of **DONALD WILLIAM BOOK**, deceased, as EXECUTRIX thereof, qualified as such. No bond was required.

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

TAMARA SUE GRIFFITH, who was named in the last will and testament of **DAVID JACKSON GRIFFITH**, deceased, as EXECUTOR thereof, qualified as such. No bond was required.

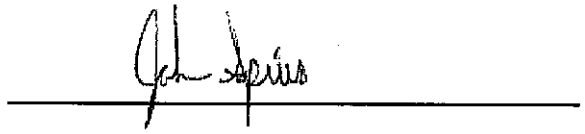
The last will and testament of **GARY LEE SHELDON**, deceased, was proved by the affidavit of the attesting witnesses and the same was admitted to probate and record.

MINDY RAE SHELDON, who was named in the last will and testament of **GARY LEE SHELDON**, deceased, as EXECUTRIX thereof, qualified as such. No bond was required.

More than 31 days since the date of death or the surviving spouse or heir, upon a motion, **CHRISTOPHER SCOTT UNDERWOOD** was appointed and qualified as ADMINISTRATOR of the estate of **EDWARD EMMITT CUTRIGHT**, deceased. Bond was 10,000.00.

More than 31 days since the date of death or the surviving spouse or heir, upon a motion, **CHRISTIE JEAN ROGERS** was appointed and qualified as ADMINISTRATOR of the estate of **MARILYN JEAN GAINES**, deceased. Bond was 10,000.00.

A duly certified copy of the last will and testament of **RANDY LEE HINERMAN**, deceased, late a resident of MARION, WEST VIRGINIA, was admitted to record.



John R Spires
Clerk of the Harrison County Commission

Wednesday, August 20, 2025

Confirmed

Estate: 12985

A-2

United States of America

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

Clerk's Fiduciary Report

Estate from Wednesday, August 6, 2025, through Tuesday, August 12, 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, Monday, August 11, 2025, the following matters were disposed of in the presence of the Clerk:

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

JAMES DRIZOS, who was named in the last will and testament of **PETER EMANUAL KAITES**, deceased, as EXECUTOR thereof, qualified as such. No bond was required.

More than 31 days since the date of death or the surviving spouse or heir, upon a motion, **JOSHUA SUROCK** was appointed and qualified as ADMINISTRATOR of the estate of **DEANNA LYNN BUSH**, deceased. Bond was 1,000.00.

More than 31 days since the date of death or the surviving spouse or heir, upon a motion, **BRUCE ALLEN BUTCHER** was appointed and qualified as ADMINISTRATOR of the estate of **HAROLD BOYD DOTSON JR**, deceased. No bond was required.

More than 31 days since the date of death or the surviving spouse or heir, upon a motion, **JOSHUA SUROCK** was appointed and qualified as ADMINISTRATOR of the estate of **DEANNA KAY BUSH**, deceased. No bond was required.

On, Tuesday, August 12, 2025, the following matters were disposed of in the presence of the Clerk:

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

WILLIAM G DAVISSON, who was named in the last will and testament of **WILLIAM GENE DAVISSON**, deceased, as EXECUTOR thereof, qualified as such. No bond was required.

More than 31 days since the date of death or the surviving spouse or heir, upon a motion, **AMANDA HAUGHT** was appointed and qualified as ADMINISTRATRIX of the estate of **VIRGINIA MATHENY MINOR**, deceased. Bond was 1,000.00.

John R Spires
Clerk of the Harrison County Commission

Wednesday, August 20, 2025
Confirmed

C-1

Enlarged Hepzibah Public Service District
Regular Board Meeting

Monday
August 11, 2025
4:30 PM

AGENDA

1. Call meeting to order

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

3. Manager's Report

4. Old Business

5. New Business
   A. Review Cash Flow Analysis & Proposed Rate Increase(s) for CWCR presented by Bennett & Dobbins

6. Public Comments

7. Adjournment

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

C-2

Enlarged Hepzibah PSD

Regular Board Meeting

Monday, July 14, 2025

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

Present	**Employees**
Darlene Swiger	Kevin Short
Fred Martin	
Sharon Hamilton	

1. **Approval of Minutes**
   Sharon Hamilton made a motion to approve the Regular Board minutes for Monday June 9, 2025, as read. Fred Martin seconded the motion. All in favor, none opposed and none abstained.
   Sharon Hamilton made a motion to approve the corrected Regular Board minutes for Monday May 12, 2025, as read. Fred Martin seconded the motion. All in favor, none opposed and none abstained.

2. **Signing of the Checks**
   Fred Martin made a motion to approve the Checks Signed Document dated 06/01/2025 through 06/30/2025. Sharon Hamilton seconded the motion. All in favor, none opposed and none abstained.

3. **Managers' Report**
   A. Kevin informed the Board that he needs a motion made to approve Bennett & Dobbins doing our annual reports for the year ended 6/30/25. After discussion,
   Fred Martin made a motion to approve Bennett & Dobbins, PLLC to do our Water & Sewer annual reports for the year ended 6/30/25 at the cost of $3,950.00, plus travel. Sharon Hamilton seconded the motion. All in favor, none opposed and none abstained.
   B. Kevin informed the Board the he needs a motion to approve Bennett & Dobbins preparing our financial statements year ended 6/30/25. After discussion,
   Fred Martin made a motion to approve Bennett & Dobbins PLLC to prepare our financial statements for the year ended 6/30/25 and adjustments for the audit in the amount of $3,950.00, plus travel. Sharon Hamilton seconded the motion. All in favor, none opposed and none abstained.
   C. Kevin provided a copy of a leak adjustment form for Gayle Lesure. The customer had usage of 549,900 gallons, which totaled $6,716.18. Kevin and the Board discussed in detail. After discussion,
   Fred Martin made a motion to approve the leak adjustment for Gayle Lesure in the amount of $6,716.18. Sharon Hamilton seconded the motion. All in favor, none opposed and none abstained.
   D. Kevin provided a copy of the invoice totals from years 2019-2020, 2023-2024 and 2024-2025 and discussed in detail.

E. Kevin provided the Board with the water cash flow and sewer cash flow analysis for June 30,2025. Kevin and the Board discussed in detail.

F. Kevin provided the Board with a copy of the Accounts Payable by A/P Aging Summary as of June 30, 2025. Kevin also, provided the Profit and Loss for July 2024 through June 2025; Income and Expense by month for July 2024 through June 2025, plus the Statement of Cash Flows for July 2024 through June 2025. Kevin and the Board discussed.

G. Kevin provided a copy of the Water Loss report for July 2024 through June 2025, with a water loss of 38.14% for the month of June 2025, and he said that we have a 36.06% Adjusted Water Loss year-to-date 2024-2025. Kevin and the Board discussed.

H. Kevin provided the Board with the July and August 2025 calendar, and discussed.

4. **Next Board Meeting**
Fred Martin announced the next Board meeting will be August 11, 2025.

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

Darlene Zwerger
Chairman

Fred F. Martin
Secretary

Sharon Hamilton
Treasurer

jd

Put w/ August Board meeting

10:47 AM
08/08/25

Enlarged Hepzibah PSD
Statement of Cash Flows
July 2025

	Jul 25
OPERATING ACTIVITIES	
Net Income	-14,154.88
Adjustments to reconcile Net Income to net cash provided by operations:	
1000.1 · Water:1370 · Returned Checks	41.33
Account Payable	-7,232.08
1200 · Other Liabilties - Sewer:1221 · Federal W/H Payable	-1,904.71
1200 · Other Liabilties - Sewer:1224 · State Withholding Payable	-226.35
1200 · Other Liabilties - Sewer:1227 · Customer Deposits	450.00
1201 · Other Current Liabilities - Wat:2350 · Customer Deposits	681.12
1201 · Other Current Liabilities - Wat:2361 · Federal W/H Payable	-2,327.99
1201 · Other Current Liabilities - Wat:2364 · State Withholding Payable	-276.65
Net cash provided by Operating Activities	-24,950.21
FINANCING ACTIVITIES	
1300 · Long Term Liabilities - Sewer:1236 · 05 USDA Bond Payable	-18,040.92
1300 · Long Term Liabilities - Sewer:1237 · Truist - Truck Loan	-560.60
1300.1 · Long Term Liabilites Water:2376 · Truist Truck Loan	-560.60
1300.1 · Long Term Liabilites Water:2377 · Truist Meter Loan	-2,287.84
Net cash provided by Financing Activities	-21,449.96
Net cash increase for period	-46,400.17
Cash at beginning of period	305,283.71
Cash at end of period	**258,883.54**

Enlarged Hepzibah PSD
A/P Aging Summary
As of July 31, 2025

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
Ace Hardware	246.59	0.00	0.00	0.00	0.00	246.59
Advance Auto Parts	9.36	0.00	0.00	0.00	0.00	9.36
Bennett & Dobbins PLLC	1,295.00	0.00	0.00	1,110.00	52,145.71	54,550.71
BHM CPA Group, Inc.	5,025.00	0.00	0.00	0.00	0.00	5,025.00
CITCO	0.00	0.00	1,525.47	0.00	0.00	1,525.47
City of Shinnston	26.70	0.00	0.00	0.00	0.00	26.70
Clarksburg Water Board	19,477.04	0.00	0.00	0.00	0.00	19,477.04
Core & Main LP	1,314.35	0.00	0.00	0.00	0.00	1,314.35
CORKY WELLS ELECTRIC	0.00	1,040.00	0.00	0.00	0.00	1,040.00
Cummins Sales and Service	0.00	0.00	1,307.32	0.00	0.00	1,307.32
DODSON PEST CONTROL	0.00	66.00	0.00	0.00	0.00	66.00
Enlarged Hepzibah PSD	349.74	0.00	0.00	0.00	0.00	349.74
GRAHAM SIMON PLUMBING	2,025.00	0.00	0.00	0.00	0.00	2,025.00
Harry Green Chevrolet	92.07	0.00	0.00	0.00	0.00	92.07
Hart Office Solutions	30.00	0.00	0.00	0.00	0.00	30.00
PACE ANALYTICAL	896.80	0.00	0.00	0.00	0.00	896.80
Precision Pump & Valve Service	5,364.00	0.00	0.00	0.00	0.00	5,364.00
Public Service Commission of WV	0.00	2,745.30	0.00	0.00	2,683.53	5,428.83
Sun Valley Public Service District	1,821.79	548.81	0.00	0.00	58,106.56	60,477.16
Tepco	3,168.00	0.00	0.00	0.00	0.00	3,168.00
TUCK'S WELDING	0.00	660.00	0.00	0.00	0.00	660.00
USA Bluebook	4,398.94	0.00	0.00	0.00	0.00	4,398.94
Vincent Lumber Company	11.49	0.00	0.00	0.00	0.00	11.49
TOTAL	**45,551.87**	**5,060.11**	**2,832.79**	**1,110.00**	**112,935.80**	**167,490.57**

Enlarged Hepzibah PSD
Profit & Loss
July 2025

	Jul 25	
Income		
SEWER PROJECT ARPA FUNDS		9,134.00
1500 · Late Fees		830.88
1501 · Metered Sales		37,702.20
1502 · Sewer Taps		-350.00
1505 · Misc Income		1,525.47
4610 · Metered Water Sales		66,302.06
4700 · Water Late Fees		1,236.14
4741 · Reconnect Fees		125.00
4742 · Water Taps		350.00
Total Income		116,855.75
Gross Profit		116,855.75
Expense		
ARPA Sewer Project		64,392.51
ENLARGED HEPZIBAH PSD		349.74
1704 · Utilities - Sewer Plant		2,382.13
1725 · Maintenance of Pumps		5,364.00
1726 · Maint of Sewer Plant		896.80
1743 · Transportation Expense		1,160.19
1781 · Accounting & Legal		1,295.00
1790 · Postage		554.60
1791 · Board Salaries		332.31
1793 · Supplies		2,583.77
1795 · Telephone		664.63
1796 · Outside Services		3,637.00
1800 · Bank Charges		50.00
1804 · Regulatory		3,368.00
6020 · Purchased Water		19,431.04
66000 · Payroll Expenses		13,497.83
6661 · Water Testing		46.00
6662 · Power & Fuel		
6662.1 · HREA	72.52	
6662.2 · Mon Power	21.84	
Total 6662 · Power & Fuel		94.36
6770 · Maint of Hydrants		4,014.60
9210 · Office Supplies		134.54
9260 · Pensions & Benefits		6,761.58
Total Expense		131,010.63
Net Income		**-14,154.88**

C-3

Sun Valley Public Service District

Regular Board Meeting

Tuesday, July 8, 2025

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

Present	Employees	Also Present	
Richard "Gregg" Dale	Kevin Short	Kylea Radcliff	Shawn Mazer
Connor Thompson		Doug Mazer	Frank Gulas
Sandra Patterson		Charles Mazer	Darletta Gulas
		Harris/WDTV	

1. **Approval of Minutes**
   Sandra Patterson made a motion to approve the minutes from the Regular Board meeting on Tuesday June 10, 2025, as read. Connor Thompson seconded the motion. All in favor, none opposed and none abstained.

2. **Signing of Checks**
   Kevin informed the Board that there will not be a check signing document at this Board meeting.

3. **Phase IIIA Sewer Project**
   Kevin informed the Board that he had the 12th Payment Request for the Phase IIIA Sewer Collection System Upgrades Project. After discussion, **Sandra Patterson made a motion to approve Resolution #12 for the Phase IIIA Sewer Project, with $79,466.88 going to Pro Contracting, for a grand total of $79,466.88 to be submitted to WV IJDC. Connor Thompson seconded the motion. All in favor, none opposed and none abstained**

4. **Phase IIIB Sewer Project**
   Kevin informed the Board that he had the 6th Payment Request for the Phase IIIB Sewer Collection System Upgrades Project. After discussion, **Sandra Patterson made a motion to approve Resolution #6 for the Phase IIIB Sewer Project, with $24,898.40 going to Thrasher Engineering; with $238,180.01 going to Pro Contracting Inc., and $3,000.00 going to JD Utilities, for a grand total of $266,078.41 to be submitted to WVDEP (SRF) and the WV WDA EEG. Connor Thompson seconded the motion. All in favor, none opposed and none abstained.**

5. **Thrasher Engineering Progress Report**
   Kylea Radcliff gave the Board a progress report on the construction.
   Phase IIIA – Kylea informed the Board that Phase IIIA is complete. She said she has the notice of acceptability of work that was done per plans specifications and is in accordance (to their knowledge) with all of the Federal and Health Department regulations and DEP guidelines. After discussion, **Sandra Patterson made a motion to approve the acceptability of work that was done for Phase IIIA Sewer Project. Connor Thompson seconded the motion. All in favor, none opposed and none abstained.** Kevin said for the record, there is $31,105.11 that is left over from this Project and we will discuss how to use this money at the next meeting in August.

Phase IIIB – Kylea said this Project is approximately 14% complete. They got started a little late so they are a tad bit behind on this Project. Kylea said she had a change order for IIIB. Their plan is to continue working up from Clarksburg Nursing Home where they had to remove a couple trees that held them up some and get Liberty High School done before school starts. Kylea said she has a non-monetary change order and it is just simply incorporating the winter shut down that they have submitted and this will be for contract #1, change order #1 for Phase IIIB Project.. **Sandra Patterson made a motion to approve change order #1 for Phase IIIB Project. Connor Thompson seconded the motion. All in motion, none opposed and none abstained.**

Indian Run – Gregg welcomed the above people from Indian Run and said that he went to the meeting last week at the County Commission and gave them an update. Gregg said he appreciated the letter of support they had drawn up to the Governor's office (see below). Gregg said that Delegate Clay Riley is working with Senator Queen to try to get something done. He said that it seems to him that it is stalled out at the PSC and thinks they are confusing the issue between a regular Project and the feasibility and critical needs, so we just need to get the ball going to where we can get this signed by someone. Gregg has explained to everyone that the longer they wait, the closer we get to bad weather. Kylea informed everyone that the next technical review committee meeting, (which they will not have to go to) is July 29, 2025 and the next Council meeting will be August 6, 2025. **Kevin informed the Board that Laura Pysz, the administrator at the Harrison County Commission sent a letter dated July 7, 2025 regarding the critical need for water for Indian Run.** Kevin, the Indian Run guest and the Board continued talking about Indian Run in detail.

6. **Manager's Report**

A. Kevin informed the Board that he needs a motion made to approve Bennett & Dobbins doing our annual reports for year ended 6/30/25. After discussion, **Connor Thompson made a motion to approve Bennett & Dobbins, PLLC to do our Water & Sewer annual reports for year ended 6/30/25 at the cost of $4,600.00. Sandra Patterson seconded the motion. All in favor, none opposed and none abstained.**

B. Kevin informed the Board that he needs a motion to approve Bennett & Dobbins preparing our financial statements year ended 6/30/25. After discussion, **Connor Thompson made a motion to approve Bennett & Dobbins PLLC to prepare our financial statements for year end 6/30/25 and adjustments for the audit in the amount of $4,600.00. Sandra Patterson seconded the motion. All in favor, none opposed and none abstained.**

C. Kevin provided the Board with copies of the Delinquency Report Summary for Lake Floyd PSD showing the total amounts still past due before charges were created on June 26, 2025 and discussed.

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

E. Kevin provided the Board with a copy of the Water Loss Report for July 2024 through June 2025. Kevin informed the Board that we had a Water Loss of 20.13 % for the month of June, 2025. He said that we have a 19.60% adjusted Water Loss for FY 2024-2025. Kevin and the Board discussed this in detail.

F. Kevin provided the Board with a copy of the Water and Sewer spreadsheets that show the total amount billed compared to the total amount purchased for the month of June, 2025 and discussed.

G. Kevin provided the Board with a copy of the Vendor Invoice Report dated 06/30/25, for SVPSD Water, SVPSD Sewer and Lake Floyd and discussed.

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

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

J. Kevin provided a copy of a response to the order of June 3, 2025 that Dave Glover wrote. In the letter, Dave Glover informs the PSC that Sun Valley PSD intends to review the June 30, 2025 numbers and apply for a rate increase to address the Cash Working Capital Reserve. Dave also tells them that Sun Valley PSD anticipates making the rate increase filing the first part of September, 2025. Kevin and the Board discussed this in detail.

K. Kevin provided the Board with a copy of the June 30, 2024 (Water) Cash Flow Analysis and discussed.

L. Kevin informed the Board that the Lake Floyd merger was approved as of June 22, 2025. Kevin said we would start billing Lake Floyd customers on our bills starting this month.

M. Kevin informed the Board that the Bobcat excavator and equipment has arrived from the leftover money in ARPA. Kevin said there are 6 attachments with this machine. Kevin and the Board discussed in detail on what was received with this machine.

7. **Employee Issues**

Kevin said that we need to go into executive session to discuss an employee. **Connor Thompson made a motion to go into executive session to discuss an employee issue. Sandra Patterson seconded the motion. All in favor, none opposed and none abstained.** Gregg Dale announced the meeting was back in session.

After the Board had discussion, **Connor Thompson made a motion to take Joyce Amos from $15.61 an hour to $16.23 an hour, which is a 4% raise. All in favor, none opposed and none abstained.**

8. **Next Board Meeting**

Sandra Patterson announced that the next Board meeting would be August 12, 2025.

9. **Adjournment**

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

Chairman

Treasurer

Secretary

aja

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

** OPEN INVOICES ** DUE DATE: 7/31/25 ** BANK:ALL **

** BEGINNING DATE: 1/01/62 - ENDING DATE: 7/31/25 **

** PAY-TO VENDOR **

ALL FUNDS

	ACCOUNT #	TITLE	QUAN	AMOUNTS	QUAN	BALANCES
B	80 921 100 00	OFFICE SUPPLIES & OTHER EXPENS	1	15.75	1	15.75
B	80 921 300 00	TELEPHONE EXPENSES	1	.75	1	.75
B	80 923 400 00	OUTSIDE SERVICES-ACCOUNTING	1	6,333.30	1	6,333.30
B	80 928 000 00	REGULATORY COMMISSION EXPENSE	1	3,279.28	1	3,279.28
B	80 933 000 00	TRANSPORTATION	2	1,666.26	2	1,666.26
	FUND# 80	WATER FUND	6	11,295.34	6	11,295.34
B	81 392 000 00	TRANSPORTATION EQUIPMENT	1	640.65	1	640.65
B	81 793 000 00	GENERAL & MISC SUPPLIES & EXP	1	6.75	1	6.75
B	81 795 100 00	OUTSIDE SERVICES-ACCOUNTING	24	32,644.99	24	32,644.99
B	81 797 000 00	REGULATORY COMMISSION EXPENSES	1	1,405.41	1	1,405.41
B	81 803 200 00	HEPZIBAH MAINTENANCE HELP-SEWE	3	474.19	3	474.19
B	81 807 200 00	TELEPHONE EXPENSE	1	.30	1	.30
B	81 811 000 00	TRANSPORTATION EXPENSE	1	73.46	1	73.46
	FUND# 81	SEWER FUND	32	35,245.75	32	35,245.75
		ALL FUNDS	38	46,541.09	38	46,541.09

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Sun Valley Public Service District
Regular Board Meeting

Tuesday
August 12, 2025
3:30 PM

AGENDA

1. Call meeting to order

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

3. Manager's Report

4. Old Business

5. New Business
   A. Review & Approve 13th Payment Request for Phase III-A Sewer Collection System Upgrades Project from ARPA Funds.
   B. Review & Approve 7th Payment Request for Phase III-B Sewer Collection System Upgrades Project
   C. Review Cash Flow Analysis & Proposed Rate Increase(s) for CWCR presented by Bennett & Dobbins

6. Public Comments

7. Adjournment