#### **Amended Agenda**

### Wednesday, September 27, 2023 11:00 A.M.

The Harrison County General Service Building located at 229 South Third Street will be opened with limited seating at the County Commission meeting. However, you may join and listen via Zoom Conference Call by the following steps. Public participation will be allowed during public comment period and/or scheduled appointments.

#### 

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

Dial: 1-646-568-7788 Meeting ID: 762 816 0712 Passcode: 270967

#### **Appointments:**

11:00 A.M. --- Call to Order --- Invocation --- Pledge of Allegiance

11:05 A.M. --- Employee Recognition Plagues --- See Exhibit A

11:10 A.M. --- Funding Request --- A. Huntington Honor Flight --- Billie Jo Claypool

B. Daughters of the American Revolution Daniel Davisson Chapter, Clarksburg WV // Doris Dean

#### **NEW BUSINESS – Action Items for Consideration or Approval:**

- 1. Public Comment Period
- 2. Consent Agenda
- 3. Payroll Change Notices:
  - A. Isaac Cooley --- Resignation --- Law Enforcement --- Effective 09/29/2023
  - B. T.R. Queen --- Transfer --- Staging --- Effective 09/25/2023
- 4. Minutes and /or Amended Minutes of Previous Meeting:
  - A. Regular Meeting Minutes --- 09-13-2023
- 5. Requisitions --- Purchase Orders --- Invoices
  - A. ARPA Requisition Greater Harrison PSD (Included in Payables)
  - **B.** Vendor List of Payments
- 6. Exonerations --- Corrective Tickets --- Joint Property Application:
  - A. Exonerations --- Exhibit A
  - B. Corrective Tickets --- Exhibit B
- 7. Consideration of Approval of a Project Fund Requisition for the payment of associated with the project to be financed from proceeds of the Series 2019 Bonds for the Charles Pointe Economic Opportunity Development District, Series 2021 A & (Development District No. 3 White Oaks Project No. 2) & Series 2008 A (Charles Pointe Project No. 2 North Land Bay Improvements: (NONE)

- 8. Consideration of Approval of Project Fund Requisitions for the payment of costs associated with the General Services Administration Building Project to be financed from proceeds of the Series 2020 Bonds issued for the Harrison County Building Commission:
  - A. Requisition No. #88 --- CDWG \$3,871.20
  - B. Requisition No. #89 --- CDWG \$3,193.15
  - C. Requisition No. #90 --- CDWG \$4,358.59
- Review Discuss Consider request to travel --- Madison Kissner, Braiden Klema & Megan Fox --- 9-1-1 --- APCO Active Shooter Course --- Logan, WV --- 10/10/2023 – 10/11/2023
- 10. Review Discuss Consider Request to Travel --- Megan Rowand, Jason McDaniel, Lindsay Atha --- 9-1-1 --- WV 911 Telecommunicator Conference --- Tridelphia, WV --- 10/29/2023 thru 11/03/2023
- 11. Review Discuss Consider Request to Travel --- Chris Cutright --- 9-1-1 --- WV 911 Telecommunicator Conference --- Tridelphia, WV --- 11/01/2023 thru 11/03/2023
- 12. Review Discuss Consider Enviroclean LLC Janitorial Bid Contract Extension
- Review Discuss Consider Awarding Bid to contractor for the removal of debris and trash accumulated at six bridges that carry the Rail Trail over Browns creek in Mount Clare, WV
- 14. Review Discuss Consider Annual Appropriation Request for Tax Year 2023 submitted by Pratt & Whitney Engine Services, Inc.
- 15. Review, Discuss, Consider Entering into System Subscription Agreement with Central Square Technologies LLC Related to 911 System.
- 16. Administrator's Report
- 17. Commissioner Comments Question

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

- A. Weekly Fiduciary Report from the County Clerk
  - 1. 09-13-2023 thru 09-19-2023
- B. Monthly Fiduciary Commission Settlements: (NONE)
- C. Monthly Minutes/Financial Information from Various Boards, Committees and Public Service:
  - 1. Enlarged Hepzibah PSD --- Agenda --- Special Board Meeting --- 09-25-2023
  - 2. Greater Harrison PSD --- Agenda --- 09-21-2023
  - 3. Greater Harrison PSD --- Financials --- 08-01-2023 -08-31-2023
  - 4. East View PDS --- Meeting Minutes --- 09-12-2023
  - 5. Governor Jim Justice --- All County Fire Protection Funding

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

- T-1. Thrasher being Engineer of record for the Rail Trail and the Agreement (03-22-2023)
- T-2. Special Funding Request Daughters of the American Revolution Daniel Davisson Chapter, Clarksburg, WV (07-12-2023)
- T-3. Payment Application #23 --- Rycon Construction ---\$275,000.00 (07-19-2023)



#### 11:05 A.M. Exhibit A

# **Employees with 30 Years of Service**

**Patrick Echard** 

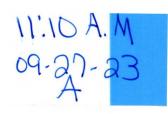
Allen Ferree

Randall Glaspell

**Patricia Shiflet** 

**Tammy Stonestreet** 

**Richard Valdez** 



# HARRISON COUNTY COMMISSION SPECIAL FUNDING REQUEST

Thank you for the opportunity to support your project. Please complete this application and return it to the Harrison County Commission, 301 West Main Street, Clarksburg, WV 26301 by fax or email:

Facsimile: 304-624-8673; Email: countyadministrator@harrisoncountywv.com;

Questions: 304-624-8500 Funding is derived from the State of West Virginia/Video Lottery Funding.

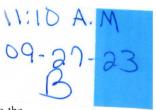
Date of Request: $8/7/2023$
Organization Name: Huntyto Honor Flight Clarkburg Flight
Name & Title of Requestor: Billie To Clarpoo) Flynt Ocordinator Matthew Keith
Mailing Address of Organization and Responsible Person:  430 WCS+ P, Ke S+ Clarks burg WV 26301  If approved, this is where the check will be sent
If approved, this is where the check will be sent
Telephone: 304-677-781 Z Fax: E-mail:
FEIN# 46-3788589 Is your organization an IRS 50I(c) 3 not-for-profit?
If yes, attach IRS Status Letter If no, please explain:
TOTAL Cost of Project/Activity: \$ 160,000.00
Dollar Amount REQUESTED - Grant: \$ 10,000.00 Loan: \$
Was project funded previously by HCC? YES NO If so, when 2022 how much: \$ \$5000.00
Have you previously received funds from the Harrison County Commission:  If Yes, how much? If funded multi years - list by fiscal year?
When: 2022 ;how much: \$ 5000 t
When:;how much: \$
Purpose of request (one sentence): To Helpus Fly our Vetetans to Washington DC
Describe the proposed activities with dollar amounts to be funded by this request:  Finds to Assist in Cost of Flying our American  Hetoes to Washington D.C. to see the Monments and  memorials built in their Honor.
Finds to Assist in cost of Figure Manuments and
Hetoes to Washington D.C. to sel
memorials built in their Honor
Are your financial statements audited by an outside accounting firm?
If Yes, by whom:
Do you plan to recognize the Harrison County Commission's contribution? If
Yes, how? Dan NPTS

#### HARRISON COUNTY COMMISSION

#### SPECIAL FUNDING REQUEST

or misappropriation of funds or pembezzlement theft or misappropriof Applicant)  Harrison County Commission hereun immediately report said incident(s) and, further, shall immediately report have been reported to the police Further, that (Name of Applicant)  the police and the Prosecuting Attorn  Please attach to this Request the following 1. IRS Letter of Tax Exemption, 2. Current list of Board of Directions 1. Isst other contributors with the police of the police 3. Iist other contributors with the seminary of the police of the	der, that (Name of Applicar to the proper police a rt said incident(s) alo agency having jurisc ey's Office toward the owing: if you have one ctors with addresses	or nature or in the event of operty of any kind or nature, the recipient of fundated Billion over agency having jurisdiction over any with a writing describing sadiction, to the Harrison Countyagrees to fully consuccessful prosecution of such a successful prosecution of successful prosecution of successful prosecution of such a successful prosecution of successful prosecution of success	any alleged re from (Name ding from the shall such matters aid incident(s) Commission.
		prior year, or reason why no availal	ble 15
<ol><li>Any additional information a</li></ol>	bout your organization	A	Ü
FINAL REPORT REQUIRED: If approved "Final Report for Special Funding Reque expenditures.			
On behalf of the Applicant, I certify that a agree to the above terms, and that a Fina detailing substantially same information Signature and Title of Applicant	al Report (on attached Fin) will be submitted within	nal Report or by Internal Financial	Report
	,		
For Official Use: This funding request is:	APPROVED	NOT APPROVED	TABLED
		Paid Date:	
Alloulit Approved.		raid Date.	
With the following notations:			
Action taken at Harrison County Commis	ssion meeting on:		
Annova	Signature	Date	

# 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@arrisoncountywv.gov; Question: 304-624-8500

Funding is derived from the State of West Virginia/Video Lottery Funding.

Date of Request: September 21, 2023

Yes, how?

Organization Name: Daughters of the American Revolution Daniel Davisson Chapter

Name and Title of Requester: Laura Fullen, Chapter Regent [Represented by Doris Dean,	Recording Secretary
Mailing Address of Organization and Responsible Person: [Laura Fullen] 440 W. Philadelphia Av	e., Bridgeport WV 26330
If approved, this is where the check will be sent Telephone: H: 304 842 2182; Cell: 304 669 9837 FAX: n/a	E-mail: lfullen@frontier.net
FEIN# Is your organization an IRS 501(c) 3 not-for-profit? If yes, attach IRS Status Letter If no, please explain:	
TOTAL Cost of Project/Activity: \$	
Dollar Amount REQUESTED -Grant: \$3,200.00 Loan: \$	
Was project funded previously by HCC? N If so, when; how much: \$	
Have you previously received funds from the Harrison County Commisson: If Yes, how much? If funded multi ye year? When:  When:  When:  When:  This is the proviously received funds from the Harrison County Commisson: If Yes, how much? If funded multi ye year? When:  Standard Standar	ears - list by fiscal
Purpose of request (one sentence): <b>Operation/upkeep of</b>	
historic DAR Daniel Davisson Cemetery  If for a fair/festival/event, give dates and location:  Date:	on:
Describe the proposed activities with dollar amounts to be funded by this request:	
Are your financial statements audited by an outside accounting firm? If Yes, by whom:	
Do you plan to recognize the Harrison County Commission 's contribution? If	

#### HARRISON COUNTY COMMISSION SPECIAL FUNDING REQUEST

DAR DANIEL DAVISSON CHAPTER 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 **DAR DANIEL DAVISSON CHAPTER** the recipient of funding from the

Harrison County Commission hereunder, that (Name of Applicant) 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 **DAR DANIEL DAVISSION CHAPTER** 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 [On File] DORIS P. DEAN, RECORDING SECRETARY Date 09/21/2023

For Official Use: This funding request is:	APPROVED	NOT APPROVED Paid Date:	TABLED
Amount Approved: \$ With the following notations:			<u> </u>
Action taken at Harrison County Comn	nission meeting on:		

PAYROLL CHANGE NOTICE 3-A

9/29/2023	EMPLOYEE *			ECURITY NO				
NAME		LAC	DRESS					
Isaac Cooley								
PHONE	CITY/STATE/ZIP			DEPARTMENT L.E.	SHIFT			
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A A ACED AND BANK		EROM		70				
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□ JOB								
□ SHIFT								
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□ ADDRESS/PHON	E	đ	SEP 21	2023				
BENEFIT PLAN					engeneraria sagi da ingagarinas de deletri de deletricado			
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□ RE-HIRED		□ LENG	TH OF SE	RVICE INCREA	SE			
☐ PROMOTION		☐ RE-EVALUATION OF EXISTING JOB						
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TRANSFER		RETIREMENT						
☐ MERIT INCREAS	SE	□ LAYOFF						
□ WAGE SCALE O	HANGE	DISCHARGE						
☐ LEAVE OF ABSE		(DATE)		INTIL	ATE			
TYPE OF LEAVE				<u>'</u>				
OTHER (Expla	in) Resignation effective 9	/29/2023, please	e pay availa	able vacation days	if any			
UTHORIZATI	ON:							
EMPLOYEE SIGNATURE				DATE				
SUPERVISOR SIGNATU				DATE 09/21/6	2023			
LOSAL & . LAM.	Sheriff							
NUMAN RESOURCES M	MARKET ON			CÓO CO	1/201			
Jane	190			M4100	M CHO			

PAYROLL CHANGE NOTICE 3-B

DATE OF CHANGE	EMPLO	OYEE #	SOCIAL	SECURITY NO		
9/25/2023				-     -	111	
NAME			ADDRESS			
T. R. Queen	The second second					
PHONE	CITY	STATE/ZIP		DEPARTMENT	SHIFT	
				Staging		
THE CHANGE(S	S):					
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O DEPARTMENT						
□ JOB				_		
SHIFT						
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□ ADDRESS/PHONE	Selection of the Selection of S					
BENEFIT PLAN			RECE	INED	2015081-2924-8	
OTHER			SEP 2	1 2023		
OTHER		Philosophia de Parla				
THE REASON F	OR 1	THE CHANG	E(S)	<del>loll</del>		
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TYPE OF LEAVE		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,				
OTHER (Explain)	Effect	ive 9/25/2023, par	t-time as need	ded basis		
		Pay \$16.77 per ho				
From Secu	rity sala	ary line item 730 to	Staging sala	ry line item 703		
AUTHORIZATIO	N:					
EMPLOYEE SIGNATURE				DATE		
SUPERVISOR SIGNATURE DATE						
HIMAN RESOURCES MANAGER.						
HUMAN RESOURCES MAI	AGER	18		DATE OF STATE	2023	
1 Jan Ca	77	7				



At the regular meeting of the County Commission of Harrison County held on Wednesday September 13, 2023, Commissioners Susan Thomas and David Hinkle were present. Commissioner Patsy Trecost II was absent. Also present was John Spires, County Clerk, and Laura Pysz-Laulis, County Administrator. Commissioner Thomas opened the meeting and said the Lord's Prayer and led those present in the Pledge of Allegiance to the Flag.

- 1. Public Comment Period: Hinkle moved to approve. Commission concurred.
- 2. Consent Agenda: Hinkle moved to approve. Commission concurred.
- 3. Payroll Change Notices: Hinkle moved to approve item A through E. Commission concurred.
  - A. Terrence Eakle --- Resignation --- Part Time Summer Help --- Effective 08-10-2023
  - B. Jennifer Prince --- New Hire --- Tax Deputy --- Tax Office --- Effective 09-25-2023
  - C. Perry DelRio --- New Hire --- Part Time --- Court Staging Deputy --- Effective 09-13-2023
  - D. Rachael Hetherington --- New Hire --- Prosecuting Attorney --- 10-02-2023
  - E. Alex Harclerode --- Resignation --- Prosecuting Attorney --- Effective 09-15-2023
- 4. Minutes and /or Amended Minutes of Previous Meeting: Hinkle moved to approve as presented. Commission concurred.
  - A. Regular Meeting Minutes --- 08-23-2023
- 5. Requisitions --- Purchase Orders --- Invoices: Hinkle moved to approve item A and B. Commission concurred.
  - A. ARPA Requisition Lake Floyd PSD (Included in Payables)
  - B. Vendor List of Payments
- 6. Exonerations --- Corrective Tickets --- Joint Property Application: Hinkle moved to approve. Commission concurred.
  - A. Exonerations --- Exhibit A
  - B. Corrective Tickets --- Exhibit B
  - C. Joint Property Applications --- Exhibit C

11:05 A.M. --- Estate Hearing --- Allow Charlotte Henrey to administer the estate of Ada B. Moses: Ms. Henrey gave the Commission a refresh regarding this estate. Hinkle moved to allow Charlotte Henrey to administrator to Ada B Moses. Commission concurred.

- 7. Consideration of Approval of a Project Fund Requisition for the payment of associated with the project to be financed from proceeds of the Series 2019 Bonds for the Charles Pointe Economic Opportunity Development District, Series 2021 A & (Development District No. 3 White Oaks Project No. 2) & Series 2008 A (Charles Pointe Project No. 2 North Land Bay Improvements: Hinkle moved to approve A,B,C and D for Whiteoaks. Commission concurred.
  - A. Requisition for Payment No. 8 --- Developer Reimbursement --- \$ 366,228.25
  - B. Requisition for Payment No. 72 --- MuniCap & UMB Bank --- \$27,585.50
  - C. Requisition for Payment No. (09/13/2023) --- UMB Bank & MuniCap --- \$26,510.83
  - D. Requisition for Payment No. 28 --- MuniCap --- \$100.00
- 11:10 A.M. --- Alley Closure --- Geoffrey & Laura Francis --- Unnamed Road --- Terra Alta Development --- Nutter Fort, WV: There was no one present for the alley closure. Hinkle moved to table this matter and attempt to reschedule.
- 8. Review Discuss Consider Engagement Letter Real Estate Option Agreement Associated with PILOT Arrangements for Proposed Natural Gas Electric Generation Facility in Harrison County, WV: Commissioner Hinkle stated his issues with the agreement. Trey Simmerman summarized the engagement letter and advised that a revision is preferred. Hinkle moved to place this back on the agenda in two weeks. Commission concurred.
- 11:15 A.M. --- Funding Request --- Harrison County Livestock Association --- Fred Law: Mr. Law advised that they are asking for funds in the amount of \$3,000.00 and explained what they would be used for. Hinkle moved to approve funds in the amount of \$3,000.00. Commission concurred.
- Review Discuss Consider A Resolution Authorizing the Application for the West Virginia Justice Assistance (JAG) Program: Gina Jones spoke on the grant opportunity. Hinkle moved to approve. Commission concurred.
- 10. Review Discuss Consider A Resolution Authorizing the Application of Funds from State of West Virginia Dept. of Military Affairs & Public Safety Homeland Security State Administrative Agency (LEPC): Gina Jones explained that this should not have been placed on the agenda and she will come back before the Commission when she reapplies. This item was removed from the agenda.
- 11. Review Discuss Consider A Resolution Authorizing the filing of the FY 2024-25 County Records Management and Preservation Grant: Hinkle moved to approve the grant applications and affix signatures. Commission concurred.
- 12. Review Discuss Consider Accepting and Awarding bid for demolition of 11 structures: Laura Pysz-Laulis explained that the Reclaim bid had the highest score. Thomas moved to approve reclaim in the amount of \$158,600.00 for the demo of the structures. Commissioner Thomas voted in favor. Commissioner Hinkle voted against. Motion failed.

13.	Administrator's Report: NONE		
14.	Commissioner Comments - Question: NONE		
Wit	h no further business to come before the Cor	nmission, meeting adjourned.	
		,	
	A STATE OF THE STA		
Cur	an Themas Drosident	Data	
Sus	an Thomas, President	Date	

5-A

# Pay Requistion #3 GREATER HARRISON COUNTY PSD Route 20 - Quiet Dell Sanitary Sewer Extension

Λ.	Cost of Project	Τ	l'otul	Τ	1		Const	Τ	Remaining
					Previous		CIIIM		Kemaning
"	Total Estimated Construction Costs	1.		1					
	a Quiet Dell Collection System	S				5	•	\$	9,561,250 00
	b. Wastewater Treatment Plant	\$	8,470,000 00					\$	8,470,000 0
_	c Contingency	S	2,658,750 00	15	•	\$		\$	2,658,750 0
2	Technical Services								
	a Study and Report Phase	\$	60,000 00	1	60,000 00	\$		\$	
	b. Preliminary Design	\$	800,000 00	5	100,000 00	\$	30,000 00	\$	670,000 0
	c. Final Design	5	420,000 00			ı		\$	420.000 0
	d Bidding and Negotiation	\$	70,000 00			ı		\$	70,000.0
	e. Resident Project Representative	\$	750,000 00	1		l		\$	750,000 0
	f. Construction (Engineering During Construction)	\$	500.000 00					S	500,000.00
	g Post Construction	S	30,000 00					5	30,000.00
	h Special Services							S	-
	i Preparation of Application/ Facility Plan Approval	\$	15,000 00					S	15,000 00
	ii. Environmental Coordination	S	25,060 00					s	25,000.00
	iii. Engineering and Topographic Surveys	S	50,000.00			5	32,000.00	S	18,000 0
	iv Survey Lands and Rights-of-Way	5	100.000.00	1		\$	20,000.00	5	80,000.00
	v. Aerial Mapping	S	30,000 00			\$	20,000.00	S	10.000 00
	vi Geotechnical Engineering	S	50,000 00			S	50,000.00	\$	
	vii. Asset Management Plan	S	35,000 00			1		S	35,000 00
	vui O&M Manual	S	75 000 00					\$	75,000 00
	Lands and ROWS							\$	
	a. Lands and Rights-of-Way Acquisitions	\$	500,000 00					\$	500,000 00
	b Rights-of-Way Meeting Assistance	S	70,000 00					\$	70,000 00
	c. Rights-of-Way Acquistion	s	100,000 00					\$	100,000 00
	d. Fee Takes	S	100,000 00					\$	100,000 00
	Legal Fees	1						\$	100,000 00
	a. Legal (Right-of-Way Attorney)	5	125,000 00					\$	125,000 00
	b Legal (Land Acquistion Attorney)	\$	10,000 00					\$	10,000 00
	c. Legal (Project Attorney)	\$	50,000 00					\$	50,000.00
	Administration Fees		50,000 00					\$	30.000.00
	a. Accounting	S	40,000 00					\$	40,000.00
	b Administration	\$	120,000.00			s	4,211 00	\$	115,789 00
ii.	Financing	"	120,000,00			-D	4,211 00	\$	115,76700
	a Bond Counsel	\$	50,000,00					\$	50.000.00
	Permits	.5	30,000,00	ĺ				\$	30.000 00
	a. WVDOII	\$	60.000 00					\$	60,000 00
	b NPDES Storm Water	\$	2.000 00					\$	2,000,00
	Miscellaneous	Ð	2.000 (0)					\$	2,000,00
	a. Project Contingency	S	98,100 00					\$	98,100,00
	a. Project Comingency	3	26,100 00					3	96,100 00
	Total Project Cost (line 8 plus line 10)	S	25,025,100.00	S	160,000.00	\$	156,211.00	S	24,798.889.00
	urces of Funds	_			140,000		100 000 000	٠,	7.00
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0	WVIJDC Grant	\$	1,000,000.00		/_	خ	•	\$	1,000,000 00
)	WVIJDC Loan 1% 40 Year	\$	7.200.000 00	S	/ /	5	10.	\$/	7,200,000 00

Signature of Authorized Representative 09/21/2023

grating of Consulting Figure 9/21/2023

Date

Date

Date of Meeting	September 27, 2023	Invoice - Quote							
Department	Vendor	Description	General County	E-911	Vital	Community	Community	ARPA	Other a
Name	Name	Note	Fund		Services Levy Fund	Corrections	Improvement Fund	Fund	Needed
Commission	Clarksburg Water Board	Service	\$88.35					-	
Commission	Town of Nutter Fort	Service	\$530.77						
Commission	State Electric	Supplies	\$316.25				***************************************		50-5WA
Commission	Xerox Corp	Copier Rental	\$220.07	535000000000000000000000000000000000000					
Commission	Hope Gas	Service	\$82.38						
Commission	Hope Gas	Service	\$73.84						
Commission	Truist Bank	Various Charges	\$3,744.22						
Commission	HC Board of Ed	Fuel Charges	\$35,037.01						
Commission	Visual Edge	Copier Rental	\$476.72						
Commission	WV Corp	Workers Compensation	\$32,572.75						
Commission	Hope Gas	Service	\$56.59			-			
Commission	HC Emergency Ambulance	Reimbursement of Supplies	\$23,957.14			2 200			
Commission	Truist Bank	Fuel Charges	\$91.66						
Commission	UniFirst	Carpet Runner Rental	\$169.49						
Commission	Liberty Distriburors	Restock Supplies	\$225.28						
Commission	West Union Bank	Loan Payment	\$8,023.45						
Commission	Harrison County Bamk	Airport Property Payment	\$34,405.48						
Commission	MVB Bank	609 W.Main ST	\$6,222.12						
Commission	Mon Power	Service Courthouse	\$21,690.67						
Commission	Harry Green	Truck Repairs	\$19,676.15						
Commission	Sandy's True Valuw	Maintenance Supplies	\$17.98						100
Commission	Lowe's Home Center	Maintenance Supplies	\$86.14						
Commission	Greater Harrison PSD	Quiet Dell Sanitary Sewer Ext.						\$156,211.00	
Commission	The Thrasher Group	HC Regional Farm Recreation	\$14,914.50						
Commission	The Thrasher Group	Rail Trail Connector	\$9,300.00						
Commission	Advantage Technology	Monthly Agreement	\$3,810.00						
Commission	Pace Shredding	Paper Shredding	\$311.00						
Commission	Sandy's True Valuw	Straw Rail Trail	\$22.68						
Law Enforcement	Idemia Identity & Security	Live Scan Maintenance	\$5,367.00						
Law Enforcement	Blue 360 Media, LLC	Law Manuals	\$605.20						
911 Center	Pace Shredding	Paper Shredding			\$39.00				
911 Center	Hart Office Solution	Copier Rental		\$187.81		,-			
911 Center	Mon Power	Service		\$52.56					
911 Center	Ace Hardware Salem	Supplies		\$9.18					
911 Center	UniFirst Corp	Carpet Runner Rental			\$54.25				
911 Center	State Electric	Lights			\$285.78				
911 Center	U S Cellular	Wireless Modem Service			\$29.49				
911 Center	U S Cellular	Cell Phone & Data Service			\$415.17				
911 Center	George Wilson	Door Lock			\$266.00				
911 Center	A-1 Exterminating Co	Pest Control			\$75.00				

Date of Meeting	September 27, 2023	Invoice - Quote							
Donastonat	Vorder	Description	Ganaral Caunty	E-911	Vital	Community	Community	ARPA	Other as
Department	Vendor	Description Note	General County Fund	E-911	Services Levy Fund	Community	Community Improvement Fund	Fund	Needed
Name	Name		Fund			Corrections	improvement runa	Fund	Needed
911 Center	State Electric	LED Lights			\$30.44				
Animal Control	Truist Bank	Various Charges			\$1,588.77				
Animal Control	Hope Gas	Service			\$52.16				
Animal Control	A-1 Exterminating Co.	Pest Control			\$50.00				
Park & Rec.	Pace Shredding	Paper Shredding			\$39.00				
Park & Rec.	Clarksburg Water Board	Service		4	\$895.49				*
Park & Rec.	Ohio Crushed Brick	Red Diamond Dust			\$6,300.00				
Assessor	WV News	2023 Assesment Reminders	\$390.48						
	MILL Bindle	Chan Complian	\$242.80						
County Garage	Whaley Distributing Fisher Auto	Shop Supplies Automobile Parts	\$243.80 \$36.36						
County Garage	Chenoweth Ford	Automobile Parts  Automobile Parts	\$769.15						
County Garage			\$550.00		-				
County Garage	Auto Trim	Graphics							
County Garage	Appalachian Tire	Tires	\$462.84						
County Garage	Advance Auto Parts	Automobile Parts	\$200.01						
County Garage	Advance Auto Parts	Liquid Copper	\$12.87						
County Garage	Hillbilly Truck Repair	Towed Vehicle	\$82.95						
Law Enforcement	AT&T	LPR & Equipment	\$120.72						
Law Enforcement	Truist	Meal, Fuel & Travel	\$603.16						
Law Enforcement	Truist	Meal, Fuel & Travel	\$1,122.76						
Law Enforcement	Truist	Meal, Fuel & Travel	\$1,882.13						
Law Enforcement	Trapuzzano's Uniforms	Uniform Supplies	\$1,204.77						
Law Enforcement	Galls	Supplies	\$0.30						
Law Enforcement	Brett Pickens	Training	\$80.00						
Law Enforcement	Truist	Meal, Fuel & Travel	\$4,514.70						V 1
Law Enforcement	Tritech Software	ZUERCHER	\$2,182.95	21.65 - 46.64 - 18.					
Law Enforcement	Division of Justice	Academy / Knapp	\$1,500.00						
Magistrates	Warren Davis	Reimbursement Phone Service							\$154.92
Magistrates	Michael Weiss	Reimbursement Phone Service							\$154.92
Magistrates	Kevin Renzelli	reimbursement Phone Service							\$154.92
Magistrates	Frank DeMarco	reimbursement Phone Service							\$154.92
Magistrates	Kimberly Wygal	reimbursement Phone Service							\$154.92
Community Corrections	U S Bank	Various Charges				\$638.17			
Community Corrections	NAADAC	Membership's				\$339.00			
Community Corrections	Alere Toxicology Service	Lab Confirmations				\$2,388.35			
Community Confections	Table Toxicology Scratce	Law Committee		····		<del>+-</del> ,			

Date of Meeting	September 27, 2023	Invoice - Quote	7-3-2-3						(i)
Department	Vendor	Description	General County	E-911	Vital	Community	Community	ADDA	Out
Name	Name	Note	Fund	E-311	Services Levy Fund	Corrections	Improvement Fund	ARPA	Other a
The second secon		<del>+</del>	THE RESERVE OF THE PERSON NAMED IN		Services Levy Fund	Corrections	Improvement Fund	Fund	Needed
County Clerk	Compiled Technologies	Printers	\$3,720.00						
County Clerk	Exponent Telegram	Legal Ad	\$159.49						
County Clerk	Casto & Harris	WV Plaque	\$80.00				ļ		
County Clerk	Mark Folio	Movicg Voter Equ	\$315.00						
County Clerk	Vincent Folio	Movicg Voter Equ	\$252.00						
County Clerk	Exponent Telegram	Notice of Administration	\$154.57			1 22 ***			
County Clerk	Exponent Telegram	Legal Ad	\$98.91			***************************************			
County Clerk	casto & Harris	Deed Books	\$2,062.50						
Pros. Atty	Truist Bank	Various Charges	\$1,018.45						
			\$245,915.76	\$249.55	\$10,120.55	\$3,365.52	\$0.00	\$156,211.00	\$774.6
					Grand Total :	\$416,636.98	****		
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6-B

# Exhibit B Corrective Tickets PP 138 Enterprise FM Trust PP 139 Enterprise FM Trust RE 453 Cureton, Barbara J \$367.20

Total: \$18,858.43

# CORRECTIVE TICKET

66 138

#### 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 27th day of September, 2023 issued the following order, which was made and entered, to-wit:

Upon application of CRICHARDS for ENTERPRISE FM TRUST whose address is, 600 CORPORATE PARK DR SAINT LOUIS, MO 63105, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of 76740 on VEHICLES, Class 3/4 in SIMPSON-BRIDGEPORT, Harrison County, West Virginia, which should have been assessed at 80550, in and for the year 2023. 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 2023, 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 due to a keying error. Create a ticket value of 80550 at a class 4 rate of levy to properly assess and allow discount/half year payments as afforded all taxpayers. Value on taxpayer fleet is correct.

District 16 - SIMPSON-BRIDGEPORT Account No. 3068323 Ticket No. 622129 Tax Year 2023	Amount Exonerated: \$2336.58 Corrected Ticket Amount: \$ 2452.59 TIF: #6
PRESENT: Prosecuting Attorney (or)	APPROVED: President, County Commission
PRESENT: Tax Commissioner	
	ORDER ENTERED TO STATE AUDITOR
ATTEST: County Clerk	
ASSESSOR/	

# **CORRECTIVE TICKET**

PP 139

#### 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 27th day of September, 2023 issued the following order, which was made and entered, to-wit:

Upon application of CRICHARDS for ENTERPRISE FM TRUST whose address is, 600 CORPORATE PARK DR SAINT LOUIS, MO 63105, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of 497835 on VEHICLES, Class 3/4 in SIMPSON-BRIDGEPORT, Harrison County, West Virginia, which should have been assessed at 526755, in and for the year 2023. 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 2023, 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 due to a keying error. Create a ticket value of 526755 at a class 4 rate of levy to properly assess and allow discount/half year payments as afforded all taxpayers. Value on taxpayer fleet is correct.

District 16 - SIMPSON-BRIDGEPORT Account No. 3048524 Ticket No. 622126 Tax Year 2023	Amount Exonerated: \$15158.08 Corrected Ticket Amount: \$16038.64 TIF: #2
PRESENT: Prosecuting Attorney (or)	APPROVED: President, County Commissi
PRESENT: Tax Commissioner	
	ORDER ENTERED TO STATE AUDITOR
ATTEST: County Clerk	
ASSESSOR	

# **CORRECTIVE TICKET**

RE 453

#### STATE OF WEST VIRGINIA

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#### **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 27th day of September, 2023 issued the following order, which was made and entered, to-wit:

Upon application of DMCNEMAR for CURETON BARBARA J whose address is, 409 1/2
PENNSYLVANIA AVE NUTTER FORT WV 26301-4521, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of 43860 on 1 TRACT (LOTS PTS 59 60) FAIRGROUNDS,
Class 3/4 in CLARK-NUTTERFORT, Harrison County, West Virginia, which should have been assessed at 23860, in and for the year 2023. 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 2023, as described below, be so ordered.

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

Class 2 & Homestead Exemption applies due to nullification of Trustees deed in DB1726/854 2/8/22. Create a ticket value of 23,860 (L-10,860 B-33,000 H/E-20,000) at a Class 2 rate of levy to properly assess and allow discounts/half year payments as afforded all taxpayers.

District 04 - CLARK-NUTTERFORT Account No. 6193647 Ticket No. 11448 Tax Year 2023	Amount Exonerated: \$1350.01 Corrected Ticket Amount: \$ 367.2 TIF: #
PRESENT: Prosecuting Attorney	APPROVED: President, County Commissi
(or)	
PRESENT: Tax Commissioner	
	ORDER ENTERED TO STATE AUDITOR
ATTEST: County Clerk	
ASSESSOR	

6-A

Exhibit A Exonerations	An	nount
PP 419 McCullough, James D & April	\$	223.00
PP 420 Mountaineer Green Medical Ventures LLC	\$	4,378.40
RE 337 Donahue, Megan Deeann	\$	795.05
RE 338 Dotson, James M jr	\$	1,401.47
RE 339 Dotson, James M jr	\$	1,435.29
RE 340 Dotson, James M jr	\$	1,428.93
RE 341 Holbert, James C jr & Collette D	\$	507.04
RE 342 Lowe, Lawrence P Living Trust	\$	302.32
RE 343 Zero Hollow LLC		\$7,765.97

**TOTAL:** \$18,237.47

# pp 419

#### 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 27th day of September, 2023 issued the following order, which was made and entered, to-wit:

Upon application of CRICHARDS for MCCULLOUGH JAMES D & APRIL L whose address is, 8013 BYERS LN STONEWOOD, WV 26301, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of 56232 on 2013 Cadillac, Class 3/4 in CLARK-STONEWOOD, Harrison County, West Virginia, which should have been assessed at 48987, Class 3/4 in and for the year 2023, resulting in a difference in assessed value of 7245. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, in and for the year 2023, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

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

The above mentioned taxpayer in error reported the 2013 Cadillac, the vehicle was sold 2021. Exonerate a value of 7245 at a class 4 rate of levy to correct the overcharge. Please remove the 13 Cadi XTS (7245) from the vehicle description.

District: 02 - CLARK-STONEWOOD Account No. 2409290 Ticket No. 601961 Tax Year 2023	Amount Exonerated: \$223.00
PRESENT: Prosecuting Attorney (or)	APPROVED: President, County Commission
PRESENT: Tax Commissioner	
	ORDER ENTERED TO STATE AUDITOR
ATTEST: County Clerk	
ASSESSOD	

pp 420

#### 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** 

ASSESSOR

Susan J. Thomas

**Patsy Trecost II** 

On the 27th day of September, 2023 issued the following order, which was made and entered, to-wit:

Upon application of CRICHARDS for MOUNTAINEER GREEN MEDICAL VENTURES LLC whose address is, 8 KERENS HILL ELKINS, WV 26241, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of 155406 on MACHINERY AND EQUIPMENT, Class 3/4 in CLARK-NUTTERFORT, Harrison County, West Virginia, which should have been assessed at 0, Class 3/4 in and for the year 2023, resulting in a difference in assessed value of 155406. 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 twice, the correct ticket # is 605966. Cancel this ticket and mark improper for the 2023 tax year.

District: 04 - CLARK-NUTTERFORT
Account No. 3074396
Ticket No. 605967
Tax Year 2023

PRESENT: Prosecuting Attorney
(or)

PRESENT: Tax Commissioner

ORDER ENTERED TO STATE AUDITOR

ATTEST: County Clerk

RE 337-

#### 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 27th day of September, 2023 issued the following order, which was made and entered, to-wit:

Upon application of DMCNEMAR for **DONAHUE MEGAN DEEANN** whose address is, 176 COX RIDGE RD CLARKSBURG, WV 26301, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of 51660 on 1 LOT #333 HARTLAND ADD, Class 3/4 in CLARK-CLARKSBURG, Harrison County, West Virginia, which should have been assessed at 51660, Class 2 in and for the year 2023, 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 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.

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The above mentioned property has been owner occupied since time of purchase which was May 2022, therefore Class 2 applies. Exonerate a value of 25830 at a Class 4 rate of levy to correct the overcharge.

District: 03 - CLARK-CLARKSBURG Account No. 6032018 Ticket No. 6307 Tax Year 2023	Amount Exonerated: \$ 795.05
PRESENT: Prosecuting Attorney (or)	APPROVED: President, County Commission
PRESENT: Tax Commissioner	
	ORDER ENTERED TO STATE AUDITOR
ATTEST: County Clerk	
ACCEPTOR	

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#### STATE OF WEST VIRGINIA

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#### **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 27th day of September, 2023 issued the following order, which was made and entered, to-wit:

Upon application of DMCNEMAR for **DOTSON JAMES M JR** whose address is, PO BOX 95 LOST CREEK, WV 26385, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of 120360 on 1 LOT PT "0" BOOTH PLAT WEST FORK (.30 AC), Class 3/4 in GRANT-OUTSIDE, Harrison County, West Virginia, which should have been assessed at 120360, Class 2 in and for the year 2021, 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 2021, 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 owner occupied since time of purchase in March 2020, therefore Class 2 applies. Exonerate a value of 60,180 at a Class 3 rate of levy to correct the overcharge.

District: 12 - GRANT-OUTSIDE Account No. 6291693 Ticket No. 39478 Tax Year 2021	Amount Exonerated: \$ 1401.47
PRESENT: Prosecuting Attorney (or)	APPROVED: President, County Commission
PRESENT: Tax Commissioner	
	ORDER ENTERED TO STATE AUDITOR
ATTEST: County Clerk	
AGGERGOR	

# RESSA

#### 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

On the 27th day of September, 2023 issued the following order, which was made and entered, to-wit:

Upon application of DMCNEMAR for **DOTSON JAMES M JR** whose address is, PO BOX 95 LOST CREEK, WV 26385, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of 121800 on 1 LOT PT "0" BOOTH PLAT WEST FORK (.30 AC), Class 3/4 in GRANT-OUTSIDE, Harrison County, West Virginia, which should have been assessed at 121800, Class 2 in and for the year 2022, 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 2022, 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 owner occupied since time of purchase in March 2020, therefore Class 2 applies. Exonerate a value of 60,900 at a Class 3 rate of levy to correct the overcharge.

District: 12 - GRANT-OUTSIDE Account No. 6291693 Ticket No. 39664 Tax Year 2022	Amount Exonerated: \$ 1435.29
PRESENT: Prosecuting Attorney (or)	APPROVED: President, County Commission
PRESENT: Tax Commissioner	
ATTEST: County Clerk	ORDER ENTERED TO STATE AUDITOR
ASSESSOR /	

RE340

#### STATE OF WEST VIRGINIA

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#### **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 27th day of September, 2023 issued the following order, which was made and entered, to-wit:

Upon application of DMCNEMAR for **DOTSON JAMES M JR** whose address is, PO BOX 95 LOST CREEK, WV 26385, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of 122760 on 1 LOT PT "0" BOOTH PLAT WEST FORK (.30 AC), Class 3/4 in GRANT-OUTSIDE, Harrison County, West Virginia, which should have been assessed at 122760, Class 2 in and for the year 2023, 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 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 property has been owner occupied since time of purchase in March 2020, therefore Class 2 applies. Exonerate a value of 61380 at a Class 3 rate of levy to correct the overcharge.

applies. Exonerate a value of 61380 at a Class 3	rate of levy to correct the overcharge.
District: 12 - GRANT-OUTSIDE Account No. 6291693 Ticket No. 39940 Tax Year 2023	Amount Exonerated: \$ 1428.93
PRESENT: Prosecuting Attorney (or)	APPROVED: President, County Commission
PRESENT: Tax Commissioner	
	ORDER ENTERED TO STATE AUDITOR
ATTEST: County Clerk	
ACCECCOR	

# COUNTY OF HARRISON

#### STATE OF WEST VIRGINIA

per Gl donavis

#### 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 27th day of September, 2023 issued the following order, which was made and entered, to-wit:

Upon application of DMCNEMAR for HOLBERT JAMES C JR & COLLETTE D whose address is, 82

AUBREY COURT RD BRIDGEPORT, WV 26330, who proved to the satisfaction of the Commission that said property
owner is aggrieved by an erroneous assessment of 266020 on 1 LOT (1.16 AC) HINKLE LAKE LOTS 332 TO 335 &
321 TO 324 & PT ABAND 15' ALLEY, Class 2 in SIMPSON-OUTSIDE, Harrison County, West Virginia, which should
have been assessed at 222460, Class 2 in and for the year 2023, resulting in a difference in assessed value of 43560. 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 property had clerical error on land & was found after taxpayer requested appraiser to review the property. Exonerate a value of 43,560 at a Class 2 rate of levy to correct the overcharge.

District: 15 - SIMPSON-OUTSIDE Account No. 6879283 Ticket No. 51877 Tax Year 2023	Amount Exonerated: \$ 507.04
PRESENT: Prosecuting Attorney (or)	APPROVED: President, County Commission
PRESENT: Tax Commissioner	
	ORDER ENTERED TO STATE AUDITOR
ATTEST: County Clerk	

# RE342

#### STATE OF WEST VIRGINIA

#### **COUNTY OF HARRISON**

#### **Real Estate**

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

**David Hinkle** 

Susan J. Thomas

Patsy Trecost II

On the 13th day of September, 2023 issued the following order, which was made and entered, to-wit:

Upon application of DMCNEMAR for LOWE LAWRENCE PLIVING TRUST whose address is, 112 SUMMIT ST BRIDGEPORT, WV 26330, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of 31820 on 1 LOT 25 MEADOWVALE SD (OWNER OCC), Class 2 in SIMPSON-BRIDGEPORT, Harrison County, West Virginia, which should have been assessed at 11820, Class 2 in and for the year 2020, resulting in a difference in assessed value of 20000. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, in and for the year 2020, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

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

The Homestead Exemption was removed in error verified owner occupied through City of Bridgeport, Exonerate a value of 20000 at a Class 2 rate of levy to correct the overcharge.

District: 16 - SIMPSON-BRIDGEPORT Account No. 6768526 Ticket No. 56061 Tax Year 2020	Amount Exonerated: \$ 302.32
PRESENT: Prosecuting Attorney	APPROVED: President, County Commission
(or)	
PRESENT: Tax Commissioner	
	ORDER ENTERED TO STATE AUDITOR
ATTEST: County Clerk	
ASSESSOR A Renume	

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#### 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 27th day of September, 2023 issued the following order, which was made and entered, to-wit:

Upon application of DMCNEMAR for **ZERO HOLLOW LLC** whose address is, 1935 DAVISSON RUN RD CLARKSBURG, WV 26301, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of 333590 on .1666 INT 1088 AC O&G DAVISSON RUN (DIV/#4279) (ARSL/#5106), Class 3/4 in CLARK-OUTSIDE, Harrison County, West Virginia, which should have been assessed at 0, Class 3/4 in and for the year 2023, resulting in a difference in assessed value of 333590. 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 mineral value was assessed incorrectly. Exonerate a value of 333,590 at a Class 3 rate of levy to correct the overcharge.

overcharge.	
District: 01 - CLARK-OUTSIDE Account No. 6984165 Ticket No. 3521 Tax Year 2023	Amount Exonerated: \$ 7765.97
PRESENT: Prosecuting Attorney	APPROVED: President, County Commission
(or)	
PRESENT: Tax Commissioner	
	ORDER ENTERED TO STATE AUDITOR
ATTEST: County Clerk	
ASSESSOR Gonamo	

8-A

# HARRISON COUNTY BUILDING COMMISSION LEASE REVENUE BONDS SERIES 2020 (GENERAL SERVICES ADMINISTRATION BUILDING PROJECT)

#### REQUISTION FORM

WesBanco Bank Incorporated Attn: Corporate Trust Department One Bank Plaza Wheeling, West Virginia 26003

Ms. LaShawnda K. Fogle

You are authorized to make the following disbursement from the Acquisition Fund maintained under that certain Bond Indenture and Security Agreement dated as of October 1, 2020, by and between the Harrison County Building Commission and WesBanco Bank, Incorporated as Trustee:

1) Requisition Number: #88

2) CDWG 75 Remittance Drive Suite 1515 Chicago, II 60675-1515

3) Amount: \$ 3871.20

- A. The expense listed above has been incurred as a Cost of the Project, is properly chargeable against the Acquisition Fund, is due and unpaid, and has not been the basis of any previous disbursement.
- B. The total obligation on account of which the payment requested herein is to be made is a total of \$3871.20 of which \$ 0.00 has previously been paid, and \$ 3871.20 remains outstanding with above amount now due and payable.
- C. If applicable, a copy of the invoice relating to this payment is attached, and a description of the work, materials or equipment is attached. There are no vendors', mechanics' or other liens, bailment leases or conditional sales contracts which should be satisfied or discharged before the payments as requisitioned therein are made, or which will not be discharged before the payments as requisitioned therein are made, or which will not be discharged by such payment.
- D. That the work, material or other purchased item to which the payment relates has been accomplished, delivered or installed in a manner satisfactory to the County.
- E. Funds remaining in the Acquisition Fund are sufficient to complete acquisition, construction, equipping and improvement of the Project.
- F. The Trustee shall have no duty to make any investigation of this Requisition, invoices and/or statements attached hereto, but may accept the same as conclusive evidence of the

Date	d this the day of,	. 20
	THE COUNTY COMMISSION OF	HARRISON COUNTY, WEST VIRGINIA

lts: \_\_\_\_\_

accuracy of this Requisition. Trustee may rely in good faith on this Requisition signed by an

Authorized Lessee Representative and that said document is believed to be genuine.

#### **REIMBURSEMENT AND THIRD PARTY PAYMENTS**

(1)	Reimbursement to Issuer or Harrison County Commission:					
	<u>Vendor</u>	<u>Description of Expense</u>	Payment Date	_Amount		
a.						
b.						
C.						
d.						
e.						
f.						
Total				\$ -		
(2)	Payments to Third Party Payees or Other Vendors:					
	Vendor	<b>Description of Expense</b>	Approval Date	Amount		
a.	CDWG	Monitors	27-Sep-23	\$3,871.20		
b.						
c.						
d.						
e.						
f. Total						
(3)	Total amount of	Total amount of disbursements pursuant to this Requisition:				
		rsement listed above in Section 1 a copies of invoices or statements.	& Section 2			
	Approval Sig	gnature	Dat	e		

Dated this the $\_$	day of, 20
THE C	DUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA

Ву:\_\_\_\_\_

accuracy of this Requisition. Trustee may rely in good faith on this Requisition signed by an

Authorized Lessee Representative and that said document is believed to be genuine.

**CDW Government** 75 Remittance Drive, Suite 1515 Chicago, IL 60675-1515

RETURN SERVICE REQUESTED



ACH INFORMATION: THE NORTHERN TRUST 50 SOUTH LASALLE STREET CHICAGO, IL 60675 E-mail Remittance To: gachremittance@cdw.com ROUTING NO.: 071000152 ACCOUNT NAME: CDW GOVERNMENT ACCOUNT NO.: 91057

INVOICE NUMBER	INVOICE DATE	CUSTOMER NUMBER		
LK61863	08/18/23	0626550		
SUBTOTAL	SHIPPING	SALES TAX		
\$3,871.20	\$0.00	\$0.00		
DUE DATE	AMOUNT DUE			
09/17/23		\$3,871.20		



172 1 SP 0.630 E0172X I0247 D11660037912 S2 P9848284 0001:0001

#### - գեկիլոկրիների լիկրիլիկիկիրիկինի -

HARRISON COUNTY COMMISSION USA 301 W MAIN ST CLARKSBURG WV 26301-2955

#### ինումներիկիներիկիրիայիունցինիիկիրությունը

CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515

#### PLEASE RETURN THIS PORTION WITH YOUR PAYMENT

NVOICE DATE	INVOICE NUMBER	PAYMEN	TTERMS			DUE DATE
08/18/23	LK61863	Net 30	Days			09/17/23
ORDER DATE	SHIP VIA	PURCHAS	SE ORDE	R NUMBE	2	CUSTOMER NUMBER
08/18/23	UPS Ground (2- 3 Day)		08182023	3		0626550
TEM NUMBER	DESCRIPTION	QTY ORD	QTY	QTY B/O	UNIT PRICE	TOTAL
6487333	VIEWSONIC 32IN CURVED GAMING MONITOR Manufacturer Part Number: VX3218-PC-MHD Serial No: WC3232340131 Serial No: WC3232340132 Serial No: WC3232340133 Serial No: WC3232340134 Serial No: WC3232340135 Serial No: WC3232340137 Serial No: WC3232340141 Serial No: WC3232340141 Serial No: WC3232340142 Serial No: WC3232340143 Serial No: WC3232340144 Serial No: WC3232340148 Serial No: WC3232340149 Serial No: WC3232340150 Serial No: WC3232340156 Serial No: WC3232340158 Serial No: WC3232340158 Serial No: WC3232340402 Serial No: WC3232340404 Serial No: WC3232340406	20	20	0	193.56	3,871.20

#### GO GREEN!

CDW is happy to announce that paperless billing is now available! If you would like to start receiving your invoices as an emailed PDF, please email CDW at paperlessbilling@cdw.com. Please include your Customer number or an Invoice number in your email for faster processing.

#### REDUCE PROCESSING COSTS AND ELIMINATE THE HASSLE OF PAPER CHECKS!

Begin transmitting your payments electronically via ACH using CDW's bank and remittance information located at the top of the attached payment coupon. Email credit@cdw.com with any questions.

ACCOUNT MANAGER	SHIPPING ADDRESS:	SUBTOTAL	\$3,871.20 \$0.00 \$0.00
LUCAS OGDEN 312-547-2776	HARRISON COUNTY COMMISSION ATTN: BRIAN HAYES 301 W MAIN ST	SHIPPING	
lucas.ogden@cdwg.com	CLARKSBURG WV 26301-2955	SALES TAX	
SALES ORDER NUMBER		The state of the s	
1CC4HRD		AMOUNT DUE	\$3,871.20



Cage Code Number 1KH72 DUNS Number 02-615-7235 Unique Entity ID (SAM): PHZDZ8SJ5CM1 ISO 9001 and ISO 14001 Certified CDW GOVERNMENT FEIN 36-4230110

HAVE QUESTIONS ABOUT YOUR ACCOUNT?
PLEASE EMAIL US AT credit@cdw.com
VISIT US ON THE INTERNET AT www.cdwg.com

8-B

# HARRISON COUNTY BUILDING COMMISSION LEASE REVENUE BONDS SERIES 2020 (GENERAL SERVICES ADMINISTRATION BUILDING PROJECT)

### REQUISTION FORM

WesBanco Bank Incorporated Attn: Corporate Trust Department One Bank Plaza Wheeling, West Virginia 26003

Ms. LaShawnda K. Fogle

You are authorized to make the following disbursement from the Acquisition Fund maintained under that certain Bond Indenture and Security Agreement dated as of October 1, 2020, by and between the Harrison County Building Commission and WesBanco Bank, Incorporated as Trustee:

1) Requisition Number: #89

2) CDWG 75 Remittance Drive Suite 1515 Chicago, II 60675-1515

3) Amount: \$3,193.15

- A. The expense listed above has been incurred as a Cost of the Project, is properly chargeable against the Acquisition Fund, is due and unpaid, and has not been the basis of any previous disbursement.
- B. The total obligation on account of which the payment requested herein is to be made is a total of \$3,193.15 of which \$ 0.00 has previously been paid, and \$ 3,193.15 remains outstanding with above amount now due and payable.
- C. If applicable, a copy of the invoice relating to this payment is attached, and a description of the work, materials or equipment is attached. There are no vendors', mechanics' or other liens, bailment leases or conditional sales contracts which should be satisfied or discharged before the payments as requisitioned therein are made, or which will not be discharged before the payments as requisitioned therein are made, or which will not be discharged by such payment.
- D. That the work, material or other purchased item to which the payment relates has been accomplished, delivered or installed in a manner satisfactory to the County.
- E. Funds remaining in the Acquisition Fund are sufficient to complete acquisition, construction, equipping and improvement of the Project.
- F. The Trustee shall have no duty to make any investigation of this Requisition, invoices and/or statements attached hereto, but may accept the same as conclusive evidence of the

Da	ted this the day of, 20
	THE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA

accuracy of this Requisition. Trustee may rely in good faith on this Requisition signed by an Authorized Lessee Representative and that said document is believed to be genuine.

### **REIMBURSEMENT AND THIRD PARTY PAYMENTS**

(1)	Reimbursement	to Issuer or Harrison County Comm	nission:	
	Vendor	<u>Description of Expense</u>	Payment Date	Amount
a.				
b.				
C.				
d.				
e.				
f.				
Total				\$ -
(2)	Payments to Thi	ird Party Payees or Other Vendors:		
	Vendor	Description of Expense	Approval Date	Amount
a.	CDWG	Single Channel Receiver	27-Sep-23	\$3,193.15
b.				
c.				
d.				
e.				
f. Total				
(3)	Total amount of	f disbursements pursuant to this Re	equisition:	\$3,193.15
		ursement listed above in Section 1 I copies of invoices or statements.	& Section 2	
	-			
	Approval S	ignature	Date	



**CDW Government** 75 Remittance Drive, Suite 1515 Chicago, IL 60675-1515

RETURN SERVICE REQUESTED



ACH INFORMATION: THE NORTHERN TRUST 50 SOUTH LASALLE STREET CHICAGO, IL 60675 E-mail Remittance To: gachremittance@cdw.com ROUTING NO.: 071000152 ACCOUNT NAME: CDW GOVERNMENT ACCOUNT NO.: 91057

INVOICE NUMBER	INVOICE DATE	CUSTOMER NUMBER
LQ71566	08/30/23	0626550
SUBTOTAL	SHIPPING	SALES TAX
\$3,193.15	\$0.00	\$0.00
DUE DATE		AMOUNT DUE
09/29/23		\$3,193.15



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### րդերիլի ՄՈՒՈւյի Միավելիկությենի Միավեկի Արաբախի

HARRISON COUNTY COMMISSION 301 W MAIN ST **CLARKSBURG WV 26301-2955** 

### րվիկրիգիկիկրումերինվիկինումերիիժիկիկն

**CDW** Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515

### PLEASE RETURN THIS PORTION WITH YOUR PAYMENT

	INVOICE NUMBER	PAYMENT TERMS	DUE DATE
08/30/23	LQ71566	Net 30 Days	09/29/23
RDER DATE	SHIP VIA	PURCHASE ORDER NUMBER	CUSTOMER NUMBER
08/21/23	DROP SHIP-GROUND	GSA-08212023	0626550
M NUMBER	DESCRIPTION	QTY QTY QTY UNIT PRICE	TOTAL
4875452	SHURE SINGLE CHANNEL RECEIVER Manufacturer Part Number: QLXD4=-G50	RECEIVED  AUG 3 1 2023  HARRISON COUNTY COMMISSION	3,193.15

### GO GREEN!

CDW is happy to announce that paperless billing is now available! If you would like to start receiving your invoices as an emailed PDF, please email CDW at paperlessbilling@cdw.com. Please include your Customer number or an Invoice number in your email for faster processing.

### REDUCE PROCESSING COSTS AND ELIMINATE THE HASSLE OF PAPER CHECKS!

Begin transmitting your payments electronically via ACH using CDW's bank and remittance information located at the top of the attached payment coupon. Email credit@cdw.com with any questions.

ACCOUNT MANAGER	SHIPPING ADDRESS:	SUBTOTAL	\$3,193,15
LUCAS OGDEN 312-547-2776	HARRISON COUNTY COMMISSION ATTN: BRIAN HAYES	SHIPPING	\$0.00
lucas.ogden@cdwg.com	301 W MAIN ST CLARKSBURG WV 26301-2955	SALES TAX	\$0.00
SALES ORDER NUMBER		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
1CC4WWD		AMOUNT DUE	\$3,193.15



Cage Code Number 1KH72 **DUNS Number 02-615-7235** Unique Entity ID (SAM): PHZDZ8SJ5CM1 ISO 9001 and ISO 14001 Certified **CDW GOVERNMENT FEIN 36-4230110** 

HAVE QUESTIONS ABOUT YOUR ACCOUNT? PLEASE EMAIL US AT credit@cdw.com VISIT US ON THE INTERNET AT www.cdwg.com



# HARRISON COUNTY BUILDING COMMISSION LEASE REVENUE BONDS SERIES 2020 (GENERAL SERVICES ADMINISTRATION BUILDING PROJECT)

### **REQUISTION FORM**

WesBanco Bank Incorporated Attn: Corporate Trust Department One Bank Plaza Wheeling, West Virginia 26003

Ms. LaShawnda K. Fogle

You are authorized to make the following disbursement from the Acquisition Fund maintained under that certain Bond Indenture and Security Agreement dated as of October 1, 2020, by and between the Harrison County Building Commission and WesBanco Bank, Incorporated as Trustee:

1) Requisition Number: #90

2) CDWG75 Remittance DriveSuite 1515Chicago, Il 60675-15153) Amount: \$4,358.59

- A. The expense listed above has been incurred as a Cost of the Project, is properly chargeable against the Acquisition Fund, is due and unpaid, and has not been the basis of any previous disbursement.
- B. The total obligation on account of which the payment requested herein is to be made is a total of \$4,358.59 of which \$ 0.00 has previously been paid, and \$ 4,358.59 remains outstanding with above amount now due and payable.
- C. If applicable, a copy of the invoice relating to this payment is attached, and a description of the work, materials or equipment is attached. There are no vendors', mechanics' or other liens, bailment leases or conditional sales contracts which should be satisfied or discharged before the payments as requisitioned therein are made, or which will not be discharged before the payments as requisitioned therein are made, or which will not be discharged by such payment.
- D. That the work, material or other purchased item to which the payment relates has been accomplished, delivered or installed in a manner satisfactory to the County.
- E. Funds remaining in the Acquisition Fund are sufficient to complete acquisition, construction, equipping and improvement of the Project.
- F. The Trustee shall have no duty to make any investigation of this Requisition, invoices and/or statements attached hereto, but may accept the same as conclusive evidence of the

Trustee may rely in good faith ative and that said document	n on this Requisition signed by is believed to be genuine.	an

Dated this	s the day of, 20
	THE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA
	Ву:
	lts:

### **REIMBURSEMENT AND THIRD PARTY PAYMENTS**

(1)	Reimbursement t	o Issuer or Harrison County Comn	nission:	
	<u>Vendor</u>	Description of Expense	Payment Date	Amount
a.				
b.				
С.				
d.				
e.				
f.				
Total				\$ -
(2)	Payments to Thire	d Party Payees or Other Vendors:		
	Vendor	<u>Description of Expense</u>	Approval Date	Amount
a.	CDWG	Microphones	27-Sep-23	\$4,358.59
b.				
c.				
d.				
e.				
f. Total				
(3)	Total amount of o	lisbursements pursuant to this Re	quisition:	\$4,358.59
		sement listed above in Section 1 & copies of invoices or statements.	& Section 2	
	Approval Sign	nature	Date	



**CDW Government** 75 Remittance Drive, Suite 1515 Chicago, IL 60675-1515

RETURN SERVICE REQUESTED



ACH INFORMATION:
THE NORTHERN TRUST
50 SOUTH LASALLE STREET
CHICAGO, IL 60675

E-mail Remittance To: gachremittance@cdw.com ROUTING NO.: 071000152 ACCOUNT NAME: CDW GOVERNMENT ACCOUNT NO.: 91057

INVOICE NUMBER	INVOICE DATE	CUSTOMER NUMBER
LQ99428	08/31/23	0626550
SUBTOTAL	SHIPPING	SALES TAX
\$4,358.59	\$0.00	\$0.00
DUE DATE		AMOUNT DUE
09/30/23		\$4,358.59



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### իոնկոնկկկկցինինինիրդիկիկկիկիկիկիկիկիկությու

HARRISON COUNTY COMMISSION USA 301 W MAIN ST CLARKSBURG WV 26301-2955

### վախվիլը իկնից ((իրալինինիկիկի թիմի բորձրինին հեմ

CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515

### PLEASE RETURN THIS PORTION WITH YOUR PAYMENT

INVOICE DATE	INVOICE NUMBER	PAYMEN	T TERMS			DUE DATE
08/31/23	LQ99428	Net 30 Days		09/30/23		
ORDER DATE	SHIP VIA	PURCHASE ORDER NUMBER		CUSTOMER NUMBER		
08/21/23	DROP SHIP-GROUND	G	SA-082120	023		0626550
TEM NUMBER	DESCRIPTION	QTY	QTY SHIP	QTY B/O	UNIT PRICE	TOTAL
4122612	SHURE 8CH NETWORK INTERFACE Manufacturer Part Number: MX415LP/C Serial No: 2CG11935601 Serial No: 2CG13116385 Serial No: 2CG13116397 Serial No: 2CG13116400	7	4	0	203.43	813.7
6240935	SHURE WRLS GOOOSENECK TRANSMITTER Manufacturer Part Number: ULXD8=-G50 Serial No: 3CG02913871 Serial No: 3CG02913895 Serial No: 3CG02914996 Serial No: 3CG02914024 Serial No: 3CG02914125 Serial No: 3CG02914202 Serial No: 3CG02914252	7	7	0	506.41	3,544.8

### **GO GREEN!**

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### REDUCE PROCESSING COSTS AND ELIMINATE THE HASSLE OF PAPER CHECKS!

Begin transmitting your payments electronically via ACH using CDW's bank and remittance information located at the top of the attached payment coupon. Email credit@cdw.com with any questions.

ACCOUNT MANAGER	SHIPPING ADDRESS:	SUBTOTAL	\$4,358.59
LUCAS OGDEN 312-547-2776	HARRISON COUNTY COMMISSION ATTN: BRIAN HAYES	SHIPPING	\$0.00
lucas.ogden@cdwg.com	301 W MAIN ST CLARKSBURG WV 26301-2955	SALES TAX	\$0.00
SALES ORDER NUMBER		CALLO IV	<b>V</b> 0.00
1CC4WWD		AMOUNT DUE	\$4,358.59



Cage Code Number 1KH72 DUNS Number 02-615-7235 Unique Entity ID (SAM): PHZDZ8SJ5CM1 ISO 9001 and ISO 14001 Certified CDW GOVERNMENT FEIN 36-4230110

HAVE QUESTIONS ABOUT YOUR ACCOUNT?
PLEASE EMAIL US AT credit@cdw.com
VISIT US ON THE INTERNET AT www.cdwg.com

Name	Madison Kissn	ier	
Department	9-1-1		
Destination	Logan WV	to the state of the content of the complete or pulsar and the state of	
Travel Dates	10/10/2023 - 1	0/11/2023	
	APCO Active Sho	ooter Course	
Reason			
	4.0.00		
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Regist	ration		\$ 221.00
Meals	(Estimated)		\$ 80.00
incidei	Nad		\$
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Approving Authori (County Commissi	ty: on or Constitutional Officia	il)	Date:
	r (8);5034 For the approved budget by uppnal orfices does not	) Approve :	) Disapprove
require County Com-		Date:	Charles (A. C. A. C. ) - 1 common region della della communicación
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Name	Braiden Klema	3					
Department	9-1-1	9-1-1					
Destination	Logan WV	Logan WV					
Travel Dates	10/10/2023 - 1	10/10/2023 - 10/11/2023					
	APCO Active Sh	ooter Course					
Reason	C 4100 - 7 - 4 410 - 7						
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and for other constitue require County County		Date:					
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A8 Form Revise to 4	李秋·加州14						

Name	Megan Fox		
Department	9-1-1	. Il o B. forward, administration for two register remove T-00 Engressmann-breastnessmannessmanness	
Destination	Logan WV	* 'B K # 4 # \$\$4.000 Superior large of the efficiency and adopted processing all particular annual a	
Travel Dates	10/10/2023 -	10/11/2023	
	APCO Active Sh	ooter Course	
Reason			
	NC 40-5 dead as		
Total Estimated Cost	Productiva из рассивато и чисточна в дас <b>оздателет</b> и <b>запомо</b>	被 h M of 1888(4) 1 156 km h1985 / 57 1622(47526)(1884-1885-1886) Line John h 1885(1856) pages should be	\$ 436.00
Transport	lations		\$ \$0.00
ā ir		\$ 0.00	
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Mileage	0 x .655	\$ 0.00	
Rental Ca	Start stampeorthylus butter e.c.	\$0.00	
	r	endance substitution (spaces also)	ş 135.00
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Registrati			\$ 221.00
Meals	(Estimated)		\$ 80.00
incidental	5		\$
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Employee Signature:	Mona	The state of the s	Date: 09 08 2023
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Angravina Actionity			Date:
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and for other constitution require County Commission		Date:	
			TO THE STATE OF THE PROPERTY O
ALSO KINDERSON IN THRESTORY TO			

Name	Megan Rowar	nd			
Department	9-1-1				
Destination	Tridelphia WV				
Travel Dates	October 29 - November 3, 2023				
	West Virginia 91	1 Telecommunica	ator Conference		
Reason	The second secon				
	To The Control of the				
Total Estimated Cost	・ (17世) (2日から) といめない かい 1990年後年 (1795年) との様 3年 (日本) (日本) (日本) (日本) (日本) (日本) (日本) (日本)	・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・	\$ 1,035.00		
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and <b>den</b> naid					
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Employed Signature:	Jegan V. O.		Date: 9/11/23		
	0				
Approving Authority: (County Commission o			Date:		
,					
County Commission Ac	rfráktara	( ) Approve	) Disapprove		
Authorized traver within	his approved sudget by		, olisappiore		
and for other constitution require Causey Commess		Date:			
A8 Form Revised By	1 11				

Request to Attend Meeting

Name	Jason McDani	el			
Department	9-1-1				
Destination	Tridelphia WV				
Travel Dates	October 29 - November 3, 2023				
	West Virginia 91	1 Telecommunicat	or Conference		
Reason	ie. No de de la companya de la compa				
	Providence of the second				
Total Estimated Cost	orkanio mag. (p.) presidente con ci. Il i i i i i i i i i i i i i i i i i i	7-19 megressey ett. Cas v. et. 1 til 2 filosofi (etter ett filosofi etter etter etter etter etter etter etter e	\$ 1,035.00		
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l					
Approving Authority:			Date:		
(County Commission of					
County Commission Ac		( ) Approve	) Disapprove		
Authorized feave, เพ่าอลัก t and for other constitution	ar offices does not				
require County Charlinss (	or approvat	Date:	*		

A8 Form Bevised May 1, 2014

Request to Attend Meeting

Name	Lindsay Atha		
Department	9-1-1		•
Destination	Tridelphia W	V	
Travel Dates	October 29 -	November 3, 2	2023
	West Virginia 9	11 Telecommunio	cator Conference
Reason			
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Total Estimated	Cost		\$ 1,035.00
Tran	sportation		\$ \$0.00
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Priva	te verble:		
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Rent	al Car	\$0.00	
Lodg	ng		\$ 550.00
Regis	tration		\$ 300.00
Meal	s (cadmated)		\$ 185.00
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A8 Form Revised (1997) 1995

Request to Attend Meeting

Name	Chris Cutright				
Department	9-1-1				
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Travel Dates	November 1 - 3, 2023				
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Meals	(Estimated)		\$		
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Employer Signature:	Mil a	aft	Date: September 14, 2023		
Approving Authority (County Commission o			Date:		
County Commission Se Authorized Praves within and for other constitution	re approved pasget be	( ) Approve :	) Disapprove		
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A8 Form Seviens (2019-2), max

Enviroclean LLC dba M&M Septic Pumping P.O. Box 336 West Milford, WV 26451



As defined in the contract between Enviroclean LLC., and Harrison County Commission for the Harrison County Courthouse cleaning contract, Enviroclean LLC., submits the following proposal for the renewal of the contract to clean Harrison County Courthouse.

Enviroclean LLC.'s proposed terms.

Enviroclean LLC will continue to perform the scope of work and accepts the new billing cycle and rate to take effect on October 1<sup>st</sup>, 2023, running through June 30<sup>th</sup>, 2024, Harrison Counties fiscal year at a rate of \$12,109.50 per month.

In addition, Enviroclean LLC and Harrison County Commission propose to add a renewal clause that becomes effective annually on July 1<sup>st</sup>, 2024, for a one-year period with and each year the renewal would allow a 3% increase, unless either party notifies one another in writing 30 days prior to scheduled renew date of July 1<sup>st</sup> of each calendar year.

Harrison County Commission Signatu	re		
Print Name	Date		
Enviroclean LLC Signature		Date	

Enviroclean LLC dba M&M Septic Pumping P.O. Box 336 West Milford, WV 26451

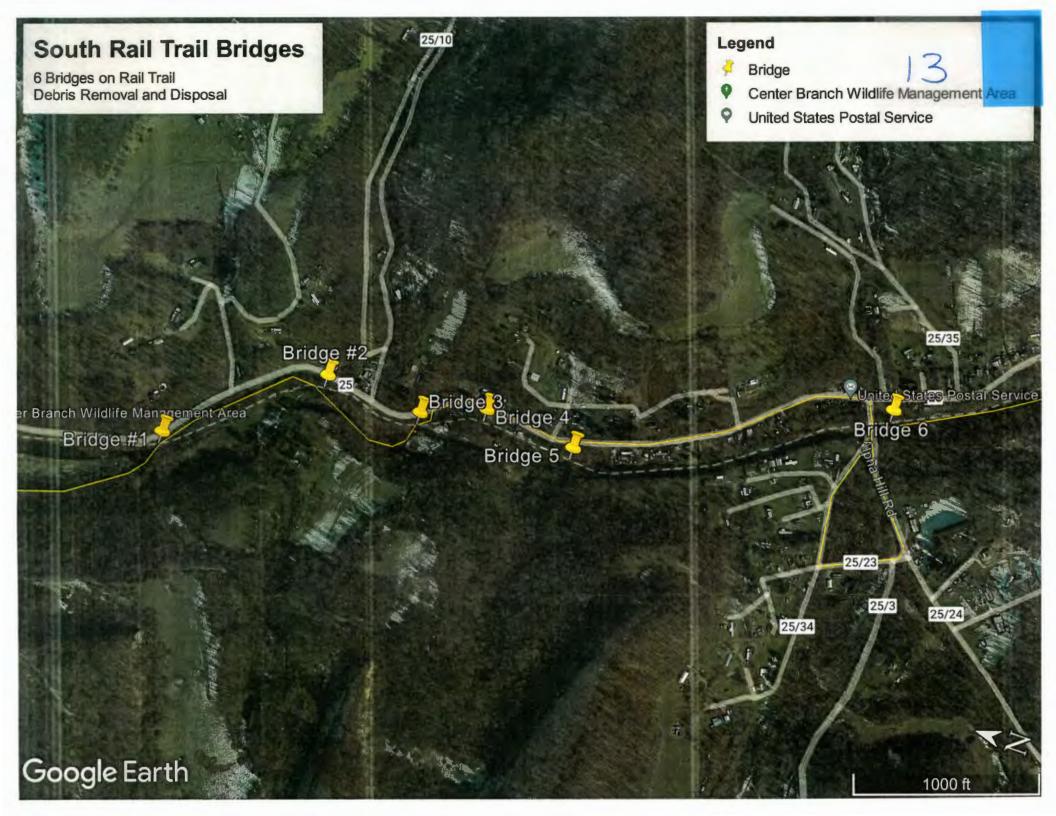


## Enviroclean LLC PO Box 336 West Milford WV 26451

Manager Steve Junkins 304-623-6770

Office Point of Contact Ray Thomas 304-623-6770

Emergency Point of Contact
304-677-5688
This phone is monitored 24 hours a day 7 days a week



### **Solicitation of Bids**

### Introduction:

The Harrison County Commission is the owner of 6 bridges that carry the south rail trail over Browns Creek in Mt Clare WV. The bridges are old railroad structures that are comprised of concrete and timber beams. The decks of the bridges have been resurfaced with treated lumber to allow rail trail traffic a safe way to cross the bridges. The bridges have accumulated large amounts of debris and trash due to storms that have occurred in the last 30 days. A map showing the bridge locations is included with this solicitation.

### **Specifications:**

The Harrison County Commission is soliciting bids for the removal of debris and trash accumulated at each of the bridges. The purpose of the removal is to allow water to freely flow under the structures. The successful contractor will be required to follow the following specifications:

- All debris and trash upstream and downstream of the bridges will be removed. The contractor
  will be responsible for removing debris and trash 50 feet upstream and downstream of the
  existing bridges. Trees that are still standing along the banks will not need to be removed.
- 2. Sediment under or around the bridge is to remain in place. Contractor will not change the bottom shape of the channel.
- 3. All debris and trash must be removed from the area and disposed of at an approved landfill. Contractor will be responsible for all dumping fees charged by the landfill. Contractor will keep a record of all tipping fees charged by the landfill.
- 4. Any damage created by the contractor to existing utilities or rail trail will be the responsibility of the contractor to correct or fix.
- 5. Contractor may use the rail trail to access the bridges.
- 6. Contractor will not be responsible for correcting the rail trail sections that have been washed out by flood waters. These areas will be repaired by the Harrison County Commission.
- 7. Contractor must be licensed in WV and have proper liability insurance.
- 8. After notice to proceed is given this work will be completed in 14 days.

Bids:	
Three bids are being sought for this work. Bids will be luat 10:00 AM. Bids and questions will be submitted to Clabiller@thethrashergroup.com or 304-288-0450.	
Lump Sum Bid	Date
Bidder Signature	Company

### **EXHIBIT C**

## Form of Annual Appropriation Request To be Submitted by Pratt & Whitney Engine Services, Inc.

### REQUEST FOR APPROPRIATION FOR TAX YEAR 2023

Pursuant to a Pay-As-You-Go Tax Increment Revenue Agreement dated March 4, 2020 (the "Agreement") by and between The County Commission of Harrison County, a public corporation and governing body of Harrison County, a political subdivision of the State of West Virginia (the "County Commission"), and Pratt & Whitney Engine Services, Inc. (a United Technologies company) (the "Company"), the Company hereby requests that the County Commission appropriate from the TIF Fund the amount of \$86,131, being an amount equal to the Project Incremental Revenues (as defined in the Agreement) for Tax Year 2023. In support of this Request, the Company, by and through its duly Authorized Officer, certifies as follows:

- 1. The property tax statements for Tax Map \_\_\_, Parcels \_\_\_, \_\_\_, and \_\_ (the "Company Facilities") for Tax Year 20\_\_ are attached hereto as **Schedule I**.
- 2. The Project Incremental Revenues attributable to the Company Facilities for Tax Year 20\_ are demonstrated as set forth in **Schedule II** hereto.

IN WITNESS WHEREOF, this Request has been duly executed by the Company by its duly Authorized Officer this August 29, 2023

PRATT & WHITNEY ENGINE SERVICES, INC.

By: JASON Williams the Its Director, TAX

State of Connecticut, County of Hartford

This record was acknowledged before me on <u>08/29/2023</u> (date)

by Jason A. Williams

(name(s) of individual(s)).

Signature of notarial officer

My commission expires:

Amy Elizabeth Gott NOTARY PUBLIC State of Connecticut

My Commission Expires February 28, 2025

### PRATT & WHITNEY ENGINE SERVICES

ANNUAL APPORPRIATION REQUEST TIF Calculation

Tax Rate Summary:

Jurisdiction	Rate	Include in TIF	10 year amount
State	0.0061%	0.0100%	\$0
County (Including Bus Levy and Vital Services)	0.8277%	0.5080%	\$0
School (General and Excess)	1.3733%	0.7760%	\$0
Municipal (General and Excess)	0.8665%	0.4668%	\$0
Total	3.0736%	1.7608%	\$0

			Paid Amo	ount w/ Discount	PAID DATE
			\$	73,294.86	9/1/2022
Jurisdiction	Value	Value	\$	73,294.86	3/1/2023
Harrison County	4,891,607	3.0736%	\$	146,589.72	
Jurisdiction	Value	Value			
Harrison County	4,891,607	1.7608%	3	86,191.62	

ROPERTY TYPE C	OUNTY	DISTRICT		ACCOUNT NO.	YEAR	TICKET NO.
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March 31, 2023	75,174.22	153,731.28	STATE			300.15
April 1, 2023	75,174.22	154,295.09	COUNTY			15,726.91
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,,,,,,		HARRISON COUNT	Y	03074698	20	22 524300
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October 31, 2022	75,738.03	149,032.89	The state of the s			
November 30, 2022	76,301.83	149,596.69				BE MADE ONLINE AT
December 31, 2022	76,865.64	150,160.50	, .	WWW.HARRIS	DNCOU	MIYWV.COM
January 31, 2023	77,429.45	150,724.31	PLEASE I	NDICATE ANY	ADDRI	ESS CHANGE BELOW.
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RTX - PRATT & WHITNEY (PROPERTY TAX)

8 FARM SPRINGS ROADC/O TAX DEPT. - 8FS2

524300

EAGLE BANK 11900 BOURNEFIELD WAY SILVER SPRING, MD 20904

**VOID 180 DAYS AFTER ISSUE** 

CHECK DATE CHECK NUMBER

02/21/2023

73,294.86

PAY

FARMINGTON CT 06032

\*\*\* Seventy-Three Thousand Two Hundred Ninety-Four And 86/100-Dollars \*\*\*

\$ \*\* 73,294.86 \*\*

TO THE ORDER OF

SHERIFF & TREASURER OF HARRISON CO.

301 W. MAIN ST CLARKSBURG, WV 26301 Domo

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### RTX-PRATT & WHITNEY (PROPERTY TAX)

PH: 860-728-6431/ 8 FARM SPRINGS ROADC/O TAX DEPT. - 8FS2 FARMINGTON CT 06032

### EAGLE BANK 11900 BOURNEFIELD WAY SILVER SPRING, MD 20904

### **VOID 180 DAYS AFTER ISSUE**

 CHECK DATE
 CHECK NUMBER
 CHECK AMOUNT

 08/26/2022
 73,294.86

PAY

\*\*\* Seventy-Three Thousand Two Hundred Ninety-Four And 86/100-Dollars \*\*\*

\$ \*\* 73,294.86 \*\*

TO THE ORDER OF

SHERIFF & TREASURER OF HARRISON CO. 301 W. MAIN ST CLARKSBURG, WV 26301\_



DO NOT WHITE, STAMP OR GIGN BELOW THIS LINE RESERVED FOR FINANC AL INSTITUTION USE	X X
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### SYSTEM SUBSCRIPTION AGREEMENT

This System Subscription Agreement ("Agreement") is made and entered into, and shall become effective as of the first day of the month in which it is signed by a duly authorized representative of the Client (defined herein), the first (1st) day of \_\_\_\_\_\_\_\_, 20\_\_\_\_\_ ("Effective Date") between CentralSquare Technologies LLC ("CentralSquare") with offices located at 1000 Business Center Drive, Lake Mary, FL 32746, and Harrison County Commission, located at 301 West Main Street, Clarksburg, WV 26301 ("Client" or "Client"). The parties may also be referred to herein collectively as the "Parties", or individually as a "Party."

- A. WHEREAS, this Agreement is for the access and use of an integrated Computer System (the "System") on a subscription basis consisting of a 911 system and any additional applications as defined in Addendum One, including applicable third-party software, equipment, and services (the "Project") as more fully described in this Agreement and the Addenda hereto;
- B. WHEREAS, this Agreement and its Exhibits set forth the terms and conditions for subscription and implementation of CentralSquare 911.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, the Parties hereto agree as follows:

### 1. **DEFINITIONS**

The following Definitions shall apply to this Agreement and its Addenda or Exhibits:

- a. **ANI.** Automatic Number Identification. A feature which provides a visual display at the PSAP (Public Safety Answering Point) of the calling party's ten (10) digit telephone number
- b. **Anniversary Date.** The reoccurring annual date of this Agreement's Effective Date.
- c. **ALI.** Automatic Location Information. A feature which provides a visual display at the PSAP of the calling party's address as well as the Emergency Service Number, street address, room or floor, names of law enforcement, fire and medical services agencies responsible for the address, type of service (residential, business, coin, etc.), and other location information.
- d. **Client Premises Equipment.** Any telecommunications equipment located on the Client's premises, whether provided by the Client or by a third party, other than the telecommunications equipment comprised of the CentralSquare 911 system as defined below.
- e. **Cutover or Cutover Date.** The date and time that the CentralSquare 911 system is connected to the public telephone network, activated and functioning to provide basic telephone service, with the exception of minor variances in performance of the CentralSquare 911 system which do not materially impair basic telephone service.

f. **Database Management System.** A system of hardware, software, manual procedures and data used by the telephone companies and Client to create, verify, update and access data relating to the telephone subscriber's service location. The data generally includes the subscriber's name, service address, pilot telephone number, Emergency Service Number and recommended emergency response agencies, and resides in the computer located in a CentralSquare controlled location, Client's premises or as the parties may otherwise agree.

### g. **Delivery.** Delivery means:

- (a) For on-premise Solutions, Delivery shall be when CentralSquare delivers to Customer the initial copies of the Solutions outlined in the Quote by whichever the following applies and occurs first (a) electronic delivery, by posting it on CentralSquare's network for downloading, or similar suitable electronic file transfer method, or (b) physical shipment, such as on a disc or other suitable media transfer method, or (c) installation, or (d) delivery of managed services server. Physical shipment is on FOB CentralSquare's shipping point, and electronic delivery is at the time CentralSquare provides Customer with access to download the Solutions.
- (b) For cloud-based Solutions Delivery, shall be whichever the following applies and occurs first when Authorized Users have (a) received log-in access to the Solution or any module of the Solution, or (b) received access to the Solution via a URL.
- h. **Emergency Answering System.** The complete composite of all of the elements of a 9-1-1 Emergency Telephone System including, but not limited to, the network, telephones at the PSAP, trunk decoding equipment, the ALI database and the controllers.
- i. **Emergency Service Number.** The telephone number assigned to the End User's telephone number for purposes of routing the emergency call.
  - **Emergency Calls.** Consist of one or more of the following conditions:
    - (1) System alarms showing "red border" on the screen
    - (2) Power outage / lightning strike

j.

- (3) Actual loss of or the threat of not acquiring or losing ANI or ALI data
- (4) Where the telephone switch is an integral part of the 9-1-1 call-taking process and installed by CentralSquare, it shall be included under this process, excluding administrative features
- k. **End User.** The Emergency Answering System, which is the subject matter of this Agreement, is being licensed by Client for installation at certain dispatch centers as set forth on Addendum One and made a part hereof by reference, which dispatch centers or PSAPs are operated by the governmental entities described on that Addendum. These governmental entities are sometimes collectively referred to herein as End Users.
- 1. **Equipment.** The computer system equipment, including hardware, as specified in Addendum One of this Agreement. CentralSquare may substitute equipment specified in Addendum One provided that such equipment will substantially meet the requirements of the Specifications and this Agreement.

- m. **Go Live.** Go Live means the date of live operations beginning at Cutover.
- n. **Help Desk.** The CentralSquare telephonic support services provided as described in Addendum Four.
- o. **Premises History.** A file which is created and maintained by the Client on its premises which can contain information about specific residences or locations within the service area. The information is free-form text and might include such information relating to particular premises such as hazards, directions, medical information or other items deemed useful in responding to a call.
- p. **PSAP.** Public Safety Answering Point. A physical location where a Public Safety Agency answers 9-1-1 calls. A PSAP may be Primary or Secondary. Client may also operate a Backup PSAP which, upon activation, will act as the Primary PSAP. A Primary PSAP receives 9-1-1 calls directly from the public and is usually a Law Enforcement Agency. A Secondary PSAP receives 9-1-1 calls on a conference or transfer basis from other PSAPs. PSAPs are operated by government jurisdictions, agencies or authority agents responsible for handling 9-1-1 emergencies.
- q. **Services.** The services provided by CentralSquare under this Agreement, including the Subscription Services.
- r. **Specifications.** Specifications shall mean the functional requirements for the components of the CentralSquare 911 Software, including but not limited to standard user guides, system administration guides, and applicable third-party hardware vendor or manufacturer specifications.
- s. **Subscription Fee.** The subscription fee specified in Addendum One for the items as specified in this Agreement, including, as applicable, equipment, software access and use, fees, expenses, Subscription Services, and other items acquired under this Agreement, including if applicable, sales, use, value added, or other such governmental taxes or charges.
- t. **Subscription Services.** The CentralSquare 911 Software, maintenance, and/or support services for the CentralSquare 911 Software and Equipment provided on a subscription basis under this Agreement.
- u. **System.** The Emergency Answering System is comprised of the E9-1-1 system equipment, third-party software, and CentralSquare Software as listed on Addendum One. The CentralSquare Software is licensed pursuant to Section 2 herein.
- v. **System Acceptance.** Immediately following Go Live, CentralSquare will complete the Functional Acceptance Testing (FAT) as defined in the Statement of Work (SOW). After successful completion of the FAT, the Parties shall execute a Task Completion Report ("TCR") acknowledging that FAT has been successfully completed. Immediately

following completion of the FAT, the Client shall utilize the System for a fifteen (15) consecutive day period (the "Soak Period") in order to verify operational system and functionality in a live environment. During the Soak Period it is anticipated that no Critical Priority or Urgent Priority Software Error (as those terms are defined in the appropriate Support Addendum) will be reported. In the event that a Critical Priority or Urgent Priority Software Error occurs during the Soak Period, CentralSquare shall commence actions in accordance with the Support Addendum to correct the reported error. If a Critical or Urgent Software Error occurs during the first eight (8) days, following resolution of the Critical or Urgent Software Error CentralSquare will restart the fifteen (15) consecutive day period. If the error occurs after the eighth (8th) day, the test will resume from the point when the error occurred once the Critical or Urgent Software Error has been resolved. System Acceptance shall be deemed to occur upon successful completion of the Soak Period.

- w. **System Cutover and Acknowledgement.** The System Cutover and Acknowledgement form attached hereto as Addendum Three, and made a part hereof by reference, shall be completed by Client prior to the departure of CentralSquare following cutover. The System Cutover and Acknowledgement form will acknowledge that system components and features as stipulated on Addendum One have been delivered, tested, and cutover on the date stipulated, and that any open item is reflected at the bottom of the form.
- x. **Total Fees.** The fees of this Agreement for the entire Term of this Agreement.
- y. **CentralSquare 911 Documentation.** CentralSquare 911 Documentation means all documentation including but not limited to standard user documentation or manuals provided with the CentralSquare 911 Software, including all modifications or updates thereto.
- z. **CentralSquare 911 Software**. As used herein, the term "CentralSquare Software" (or "CentralSquare 911 Software") shall mean the computer software in object code format which runs the components of the System, which software is specifically described on Addendum One attached hereto. CentralSquare Software shall include all modifications and updates thereto.

### 2. SOFTWARE USE AND TERM

- 2.1 CentralSquare 911 Software License
- 2.1.1 So long as Subscription Fees are current and paid in full, Client is granted a non-exclusive, nontransferable, non-sublicensable right to use the CentralSquare 911 Software and its associated Documentation on a subscription basis for Client's own internal purposes. Nothing herein shall be construed as granting Client ownership in and to the CentralSquare 911 Software or Documentation.
- 2.1.2 The CentralSquare 911 Software shall be used only on the equipment and at the locations identified in Addendum One to this Agreement. Use of the CentralSquare 911 Software may be subsequently transferred to PSAPs maintained by Client at other locations, provided: (a) the total

number of PSAPs at which the CentralSquare 911 Software is used by Client does not exceed the number of PSAPs specified in Addendum One to this Agreement; and (b) Client provides CentralSquare with written notice ninety (90) days before such transfer. The CentralSquare 911 Software shall be used only for the processing of calls by the public to the Client's PSAPs and communications by dispatchers at such PSAPs with emergency response personnel, and shall include servicing and maintaining records for the Client, emergency service providers and the public. Client shall not permit any third party (other than those described herein) to use the CentralSquare 911 Software or to allow access to the CentralSquare 911 Software through terminals other than at the PSAPs identified in Addendum One to this Agreement. Client shall not use, copy, rent, lease, sell, sublicense, create derivative works from/of, or transfer the CentralSquare 911 Software provided to Client under this Agreement, or the CentralSquare 911 Documentation, or any third-party software provided hereunder, or permit others to do said acts, except as provided in this Agreement or the applicable license agreement. Any such unauthorized use shall be void and may result in immediate and automatic termination of the applicable license, at the option of CentralSquare or the applicable third party. In such event, Client shall not be entitled to a refund of any Fees paid hereunder. The foregoing shall not limit any other rights or remedies of CentralSquare.

- 2.1.2.1 Client may make additional copies of the CentralSquare 911 Software as reasonably required for archival for backup purposes, provided that such copies contain all copyright notices and other proprietary markings contained on the original, and are kept confidential in accordance with the Confidentiality and Proprietary Rights provisions of this Agreement. Unless otherwise specified, additional CentralSquare 911 Software access acquired by Client subsequent to the effective date of this Agreement shall be subject to the terms and conditions of this section 2.
- 2.1.2.2 The CentralSquare 911 Software access granted in this Agreement, are for object code only and do not include a license or any rights to source code. Client is specifically prohibited from accessing, copying, using, modifying, distributing or otherwise exercising any rights to source code.
- 2.1.2.3 The CentralSquare 911 Software and Documentation, as well as applicable third-party software and documentation, shall not be exported outside the United States without the prior written consent of TriTech, or the applicable third-party vendor. In the event that such consent is provided, Client shall comply with the requirements for the United States Export Administration act of 1979 and any amendments thereto, and with all relevant regulations of the U.S. Department of Commerce, Bureau of Industry & Security Export Administration Regulations and any other similar laws and regulations.
- 2.1.3 Any third-party software (software owned or licensed by a party other than CentralSquare or CentralSquare) provided under this Agreement will be licensed in accordance with the applicable vendor's license terms.
- 2.1.4 <u>Infringement</u>. As the licensor of the CentralSquare 911 Software, CentralSquare will, at its expense, defend Client against any claim, action or proceeding by a third party ("Action") for infringement by the CentralSquare 911 Software of copyright or trade secrets, provided that Client immediately notifies CentralSquare in writing of such Action and cooperates fully with CentralSquare and its legal counsel in the defense thereof. CentralSquare may in its sole discretion: (i) contest; (ii) settle; (iii) procure for Client the right to continue using the CentralSquare 911 Software; or (iv) modify or replace the CentralSquare 911 Software so that it no longer infringes (as long as the functionality and

performance described in the Specifications substantially remains following such modification or replacement). Client may participate in the defense of such Action at its own expense. If CentralSquare concludes in its sole judgment that none of the foregoing options are commercially reasonable, and Client's use of the CentralSquare 911 Software is permanently enjoined as a result of a judgment of a court of competent jurisdiction in such Action, CentralSquare shall refund a prorated portion of the CentralSquare 911 Software Subscription Fee(s) paid by Client under this Agreement (calculated by multiplying the ratio of the number of months of actual Use versus the fees actually paid) and the CentralSquare 911 Software licenses granted under this Agreement shall terminate. In the event such Action results in a money judgment against Client which does not arise, wholly or in part, from the actions or omissions of Client or its employees or agents or a third party, CentralSquare will, subject to the limitations in Section 13, indemnify Client therefrom.

2.1.4.1 CentralSquare shall have no duty under this provision with respect to any Actions that result out of any claim, action or proceeding arising from or related to, infringements: (i) of third party software, including operating system software, or hardware; (ii) arising out of modifications to the CentralSquare 911 Software and/or Documentation not made by or under the direction of CentralSquare; (iii) resulting from use of the CentralSquare 911 Software to practice any method or process which does not occur wholly within the CentralSquare 911 Software; or (iv) resulting from modifications to the CentralSquare 911 Software or Documentation prepared pursuant to specifications or other material furnished by or on behalf of Client. This Section 2.1.4 states the entire obligation of CentralSquare regarding infringement of intellectual property rights, and it will survive any termination or expiration of this Agreement.

### 2.2 Term

- 2.2.1 This Agreement shall commence upon execution hereof and shall continue in full force and effect for a period of one (1) year from the date of contract execution unless the Agreement is otherwise terminated as set forth herein. If Client terminates this Agreement at any time during an annual term, Client shall pay one hundred percent (100%) of the remaining fees owed for the annual term plus implementation fees if not already paid.
- 2.2.2 At the conclusion of the annual term, this Agreement shall automatically renew for successive one (1) year terms (each a "Renewal Term"). (Any Renewal Term collectively referred to herein as the "Term").

### 3. STATEMENT OF WORK.

3.1 Addendum Two to this Agreement provides the Statement of Work ("SOW") which defines the processes and services for implementation of the CentralSquare 911 Software licensed under this Agreement.

### 4. RISK OF LOSS, TITLE AND SECURITY INTEREST

4.1 Client will maintain adequate insurance against fire, theft, or other loss for the System's full insurable value. No title in the System, Equipment, CentralSquare Software and its associated Documentation, or any third-party software provided hereunder will pass to the Client at any time or for any reason. CentralSquare reserves a security interest and grants Client a limited right in possessory interest in the System.

### 5. PSAP INSTALLATION REQUIREMENTS

5.1 Client agrees to and shall meet the requirements as listed in PSAP Installation Requirements included in the Statement of Work and made a part hereof by reference. Client may void all or part of the system warranty for not meeting these requirements. The Client must have met these requirements before CentralSquare can schedule travel for its installation team.

### 6. ACCESS

6.1 Client agrees to grant reasonable right of entry to CentralSquare to enable delivery and implementation of the CentralSquare 911 system, including provision of reasonable storage space if applicable.

### 7. TRAINING AND FOLLOW-UP TRAINING

7.1 Client shall be responsible for having employees, agents, supervisors, or any other personnel to be trained as provided hereinabove present and available for said training at the PSAP in accordance with the mutually agreed upon project schedule.

### 8. DELAYS IN SCHEDULE

8.1 In the event that the conditions or requirements, which are the responsibility of the Client, are not as represented or required, or that any delivery, installation or services must be rescheduled due to no fault of CentralSquare, Client shall be responsible for the actual costs and expenses incurred by CentralSquare in connection with any related delay or rescheduling. If CentralSquare arrives at the job site and the site is not ready for installation of CentralSquare 911, including where services provided by a telephone carrier are not in place (trunks, data circuits, database or remote diagnostic lines), causing CentralSquare to schedule another installation trip, any resulting employee labor costs and any resulting expenses will be billed to, and paid by, the Client.

### 9. LIMITED WARRANTY

- 9.1 **Manufacturer's Warranties.** To the extent they may be passed through to Client, any manufacturer's warranties covering all third-party equipment and software to be supplied pursuant to this Agreement shall be passed through to Client. Client shall execute appropriate documents to obtain the benefit of any manufacturer's warranty of third-party equipment and software provided herein for the period during which any applicable manufacturer's warranty is in existence.
- 9.2 EXCEPT AS EXPRESSLY SET FORTH HEREIN, CENTRALSQUARE MAKES, AND CLIENT RECEIVES, NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE DELIVERABLES OR SERVICES PROVIDED UNDER THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

### 10. EXISTING SYSTEM

10.1 Client's existing system equipment will not be disconnected, removed or disposed of by CentralSquare. If the existing system resides in the physical space required for the CentralSquare 911 system, then it shall be the responsibility of the Client to coordinate the relocation of the existing system equipment prior to CentralSquare's arrival at the job site. Should the Client request CentralSquare to relocate the existing system equipment, said request shall be in writing, and will be billed at the current

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pricing structure for material and labor requirements. Furthermore, CentralSquare shall not be held responsible for any damage to the equipment associated with relocation, or the cost of removing the equipment from the site, or disposal.

### 11. ALI DATABASE

11.1 It is understood that the ALI database information for use by the CentralSquare 911 Software is provided by the Client or its agent and that CentralSquare shall have no involvement with the development, maintenance or integrity of this information.

### 12. MAINTENANCE AND SOFTWARE SUPPORT

- 12.1 Support is included as part of the Subscription Fee. The initial term of support for the Subscription Services will begin upon Go Live and end twelve (12) months thereafter in accordance with Addendum Four.
- 12.2 <u>System Software</u>. Client is responsible for maintaining the System Software including updates.
- 12.3 Equipment. Maintenance and support for all Equipment sold hereunder is included under this Agreement. However, because proper computer equipment maintenance is required for proper system operation, Client agrees to acquire and keep in force computer and peripheral equipment maintenance agreements for the equipment used to operate the CentralSquare 911 Software or to provide such maintenance in-house with qualified personnel. If Client determines that an item of Equipment provided under this Agreement does not perform as provided in the applicable specifications, Client may, provided that the Subscription Services with CentralSquare are currently in force, contact CentralSquare using the procedures described in Addendum Four. CentralSquare shall thereupon provide Help Desk services to Client as provided in Addendum Four. Notwithstanding the above, CentralSquare is not and shall not be a party to such third-party maintenance agreements nor shall CentralSquare have any obligation or liability thereunder.
- 12.4 If, at any time after installation of the System, Client desires to load on a Workstation or Server any software not provided by CentralSquare, it shall, before loading such software, follow the procedures regarding third party software compatibility in the CentralSquare Documentation, and contact the CentralSquare Customer Service Department at the telephone numbers listed in Addendum Five for assistance as required. Such action shall not constitute approval, express or implied, for the loading of specific software on a Workstation or Server, nor any express or implied warranty, representation or other obligation by CentralSquare with respect to such software, including but not limited to its suitability, operability or capability to meet Client's needs or expectations. Client agrees that if the loading of such third-party software degrades the performance of the System, Client shall immediately uninstall such software. Client shall absolve, discharge and release CentralSquare from any obligations or liabilities related to operation or performance of the System, the CentralSquare Software, Subcontractor Software, or any other item provided by CentralSquare under this Agreement, including but not limited to any liabilities for damages related thereto in connection with the installation of such third-party software.

### 13. INDEMNIFICATION AND LIMITATION OF LIABILITY

- 13.1 <u>CentralSquare Indemnification Obligations</u>. Subject to the limitations set forth in this Section 13, CentralSquare shall indemnify, defend and hold harmless Client and its employees and agents (the "Client Indemnified Parties") for, from and against any and all losses, damages, claims, actions, judgments, settlements, awards, penalties, fines, costs or expenses, including reasonable attorneys' fees (collectively, "Losses"), that are incurred by any Client Indemnified Party pursuant to any third-party claim to the extent they arise from any wrongful or negligent act, error or omission of CentralSquare, its employees or agents, or of any subcontractor and its employees or agents, in connection with CentralSquare or any such subcontractor's performance of its obligations under this Agreement; provided, however, CentralSquare shall not be required to indemnify any Client Indemnified Party for any such Losses to the extent they arise from the negligence or wrongful act or omission of any Client Indemnified Party, and in such case CentralSquare's indemnity obligations hereunder shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault.
- Client Indemnification Obligations. Subject to the limitations set forth in this Section 13, Client shall indemnify, defend and hold harmless CentralSquare and its employees and agents and any subcontractor and its employees and agents (collectively the "Indemnified Parties") for, from and against any and all Losses that are incurred by any Indemnified Party pursuant to any third party claim to the extent they arise from any wrongful or negligent act, error or omission of Client, its employees or agents in connection with this Agreement or Client's use of the CentralSquare 911 System (including any use of the CentralSquare 911 System or any subsystem in contravention of the CentralSquare 911 Documentation or in contravention of any specific terms and conditions of use of any component of the CentralSquare 911 System or any subsystem); provided, however, Client shall not be required to indemnify such parties for any such Losses to the extent they were caused by the negligence or wrongful act of such Indemnified Party, and in such case Client's indemnity obligations hereunder shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault.
- 13.3 The indemnifying Party may assume, at its sole option, control of the defense, appeal or settlement of any third-party claim that is reasonably likely to give rise to an indemnification claim under Section 13.1 or 13.2 (an "Indemnified Claim") by sending written notice of the assumption to indemnified Party on or before ten (10) business days after receipt of a claim notice to acknowledge responsibility for the defense of such Indemnified Claim and undertake, conduct and control, through reputable independent counsel of its own choosing (which the indemnified party shall find reasonably satisfactory) and at indemnifying Party's sole expense, the settlement or defense thereof. The indemnifying Party shall give prompt written notice to the indemnified Party of any proposed settlement of the Indemnified Claim. The indemnifying Party may not, without the prior written consent of the indemnified Party, which indemnified Party shall not unreasonably withhold, condition or delay, settle or compromise any claim or consent to the entry of any judgment with respect to which indemnification is being sought hereunder unless such settlement, compromise or consent does not contain any equitable order, judgment or term (other than the fact of payment or the amount of such payment) that in any manner affects, restrains or interferes with the business of indemnified Party or any of indemnified Party's affiliates.
- 13.4 Except for actions for intellectual property right infringement (including copyright, trade secret or trademark infringement), no arbitration, action or proceeding arising out of any claimed breach

of this Agreement or transaction may be brought by either Party more than four (4) years after the cause of action has accrued.

- 13.5 EXCEPT FOR ANY CLAIMS MADE BY CENTRALSQUARE THAT CLIENT HAS INFRINGED OR MISAPPROPRIATED ANY OF CENTRALSQUARE'S OR CENTRALSQUARE'S INTELLECTUAL PROPERTY RIGHTS OR THAT CLIENT HAS OTHERWISE BREACHED ITS OBLIGATIONS WITH RESPECT TO INTELLECTUAL PROPERTY RIGHTS HEREIN, IN NO EVENT SHALL EITHER PARTY OR ITS SUBCONTRACTORS OR VENDORS BE LIABLE UNDER THIS AGREEMENT OR TO ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF USE, DATA, REVENUE OR PROFIT OR LOST OR DAMAGED SOFTWARE, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT THE BREACHING PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 13.6 NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, AND TO THE EXTENT ALLOWED BY APPLICABLE LAW, THE TOTAL LIABILITY OF CENTRALSQUARE FOR ANY LOSSES ARISING FROM OR OTHERWISE RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), BY WAY OF INDEMNIFICATION, UNDER STATUTE OR OTHERWISE SHALL NOT EXCEED (I) THE CONTRACT PRICE OR (II) IN THE CASE OF CLAIMS MADE FOR WHICH DEFENSE AND INDEMNITY COVERAGE IS PROVIDED BY CENTRALSQUARE'S INSURANCE CARRIER, THE COVERAGE LIMITS OF SUCH INSURANCE APPLICABLE TO SUCH LOSS. THE FOREGOING LIMITS SHALL NOT APPLY TO CLAIMS FOR BODILY INJURY, DEATH, OR DAMAGE TO PROPERTY (TANGIBLE OR INTANGIBLE) CAUSED BY THE NEGLIGENCE OR WILFUL MISCONDUCT OF CENTRALSQUARE, ITS EMPLOYEES OR AGENTS.

### 14. CONFIDENTIALITY AND PROPRIETARY RIGHTS

- 14.1 The CentralSquare 911 Software and Documentation (including any portion, modification, translation, or derivative thereof), and all applicable rights in patents, copyrights, trademarks and trade secrets therein ("Confidential and Proprietary Information"), is owned and/or licensed by CentralSquare and is protected by United States copyright, trademark and other intellectual property laws and international property laws and treaty provisions. Client shall acquire no intellectual property ownership rights to the CentralSquare 911 Software or CentralSquare 911 Documentation.
- 14.2 Client acknowledges and agrees that the CentralSquare 911 Software and CentralSquare 911 Documentation, including but not limited to the source code, object code, software design, structure and organization, user interface and the engineering know-how implemented in the CentralSquare 911 Software, together with any other information identified by CentralSquare as confidential or proprietary constitute the valuable properties and trade secrets of CentralSquare thereof, embodying substantial creative efforts and confidential information, ideas and expressions, not generally known by the public and which secure to the vendor a competitive advantage.

- 14.3 Client agrees during the term of the license granted under this Agreement, and thereafter, to hold the CentralSquare 911 Software and CentralSquare 911 Documentation, including any copies thereof and any documentation related thereto, in strict confidence and to not permit any person or entity to obtain access to it except as required for Client's exercise of the license rights granted hereunder. Nothing in this Agreement is intended to or shall limit any rights or remedies under applicable law relating to trade secrets, including the Uniform Trade Secrets Act as enacted in applicable jurisdictions.
- 14.4 Client shall not attempt or authorize others to attempt to learn the trade secrets, technology, ideas, processes, methods of operation, know-how and/or confidential information contained in the CentralSquare 911 Software by duplication, decompilation, disassembly, other forms of reverse engineering, or other methods now known or later developed.
- 14.5 If any CentralSquare Confidential and Proprietary Information is subject to any Federal or State statutes(s) providing for public access or disclosure of public records, documents or other material, Client shall (i) provide to CentralSquare written notice of any request or other action by a third party under said statute(s) for release, access, or other disclosure thereof, (ii) provide to CentralSquare a reasonable opportunity to respond to and/or oppose such action in the appropriate forum and (iii) take such steps as are permitted under said statutes to assert in response to such action any exemptions or other protections available thereunder to prevent, restrict and/or control the public release, access and/or disclosure of the CentralSquare Confidential and Proprietary Information.
- 14.6 Provided that Client's confidential business information and confidential data is marked with the legend "CONFIDENTIAL INFORMATION", "PROPRIETARY INFORMATION", or a substantially similar legend, CentralSquare agrees to maintain Client's confidential business information and confidential data, including patient identifying data, to which CentralSquare gains access in confidence and to not disclose such information except as required to perform hereunder or as required by law. If such confidential or proprietary information is disclosed to CentralSquare orally, Client shall, within five (5) business days of the disclosure, document the disclosure in writing, which writing shall be marked with the above-described legend.
- 14.7 The confidentiality obligations specified under this section 14 shall survive the termination or rescission of this Agreement.

### 15. INSURANCE

15.1 Beginning at the start of CentralSquare's performance under this Agreement, and ending when annual Support for CentralSquare 911 is no longer being provided to Client, CentralSquare shall maintain in force a policy of General Liability Insurance with coverage limits of \$1,000,000 per occurrence, \$2,000,000 aggregate. A certificate of insurance naming Client as an added insured under the General Liability insurance policy will be provided.

### 16. DEFAULT AND TERMINATION

16.1 <u>CentralSquare Termination Rights</u>. CentralSquare may terminate this Agreement and the Software licenses granted herein at any time if (i) Client fails to comply with any material term or condition of this Agreement unless (a) in the case of failure to pay monies due to CentralSquare, Client cures such failure within fifteen (15) days after written notice of such failure by CentralSquare or (b) in

Harrison County Commission Central Square 911 Software License and Implementation Agreement

other cases, Client cures such failure within thirty (30) days of such notice or in the case of failures not reasonably susceptible to cure within thirty (30) days, Client commences action to cure such failure within such period and continues such action with due diligence until the failure is cured, or (ii) Client's normal business operations are disrupted or discontinued for more than thirty (30) days by reason of insolvency, bankruptcy, receivership or business termination. Such termination shall not affect CentralSquare's right to receive and retain the Total Fees, Subscription Fees, and other fees, charges and expenses earned hereunder.

- 16.1.1 In the event of any termination in accordance with Section 16.1, any subcontractors providing software licenses hereunder, if applicable, may also terminate such licenses granted to Client with respect to this Agreement.
- 16.2 <u>Client Termination Rights</u>. Client may terminate this Agreement if (i) CentralSquare fails to comply with any material term or condition of this Agreement unless (a) CentralSquare cures such failure within thirty (30) days after written notice thereof from Client or (b) in the case of failures not reasonably susceptible to cure within thirty (30) days, CentralSquare commences action to cure such failure within such period and continues such action with due diligence until the failure is cured, or (ii) CentralSquare's normal business operations are disrupted or discontinued for more than thirty (30) days by reason of insolvency, bankruptcy, receivership or business termination and no successor or assignee is appointed who is ready, willing and able to assume and perform CentralSquare's obligations under this Agreement.
- 16.3 <u>Termination Without Cause</u>. After the first anniversary date, in the event that Client desires to terminate this Agreement without cause, Client may terminate this Agreement and all Subscription Services granted herein by providing notice one-hundred and eighty (180) days prior to the date the next Subscription Fee is due.
- 16.4 Upon any termination of this Agreement, Client shall promptly (and in any event no later than thirty (30) days after such termination) and permanently remove and destroy all copies of the CentralSquare 911 Software and Documentation and any associated materials (whether residing on a computer system, Server, Workstation, in hard copy, CD-ROM, magnetic or other media, and for backup, archival copies or otherwise) and certify to CentralSquare in writing that Client has performed such actions and has not retained or permitted others to retain any such copies. Client shall perform these same procedures for removal and destruction of third-party software provided under this Agreement, if applicable, and so notify CentralSquare.

### 17. NOTICES

17.1 Any notice or communication under this Agreement shall be in writing and shall be by U.S. Mail or telecopier to the Party receiving such communication at the address specified herein or such other address as either Party may in the future specify to the other Party. Unless specified by appropriate notice otherwise, notices shall be given to the respective parties as follows:

### **CentralSquare Technologies LLC**

Attn: Legal/Contracts 1000 Business Center Drive Lake Mary, FL 32746 Telephone: 800.727.8088

### **Harrison County Commission**

Attn: 301 West Main Street Clarksburg, WV 26301

Telephone:

### 18. ASSIGNMENT

18.1 Neither Party may assign, sublet, or transfer any interest or obligation in this Agreement without the prior written consent of the other Party, which shall not be unreasonably withheld, and then only upon such terms and conditions as both Parties may agree to set forth in writing. A merger or acquisition of all or substantially all of CentralSquare's assets shall not be considered an assignment hereunder. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

#### 19. WAIVER

19.1 In the particular event that either Party shall at any time or times waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or any succeeding breach of this Agreement by either Party, whether of the same or any other covenant, condition or obligation.

### 20. GOVERNING LAW

20.1 Except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed, interpreted and enforced in accordance with the laws of the State of West Virginia without regard to its conflict of law provisions and not including the United Nations Convention on Contracts for the International Sale of Goods if such convention would otherwise be applicable.

### 21. SEVERABILITY

21.1 If any provision, term, or condition of this Agreement is found to be or becomes unenforceable or invalid, it shall not affect the remaining provisions, terms and conditions of this Agreement, unless such invalid or unenforceable provision, term or condition renders this Agreement impossible to perform. Such remaining terms and conditions of the Agreement shall continue in full force and effect and shall continue to operate as the parties' entire Agreement.

# 22. INDEPENDENT CONTRACTOR

22.1 It is distinctly understood and agreed that the relationship of employer and employee, principal and agent, or joint venture does not and will not exist between CentralSquare and the Client, and that CentralSquare is an independent contractor of the Client.

### 23. FORCE MAJEURE

23.1 Neither Party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in Delivery or performance as a result of war, acts of terrorism, fire, strike, riot or insurrection, natural disaster, delay of carriers, governmental order or regulation, complete or partial shutdown of plant, unavailability of equipment or software from suppliers, default of a subcontractor or vendor (if such default arises out of causes beyond such Party's reasonable control), the actions or omissions of the other Party or its employees or agents and/or other similar occurrences beyond the Party's reasonable control (an "Excusable Delay"). In the event of any such Excusable Delay, Delivery or performance shall be extended for a period of time as may be reasonably necessary to compensate for such delay. The Party affected by an Excusable Delay hereunder shall provide written notice to the other Party of such delay as soon as reasonably possible.

### 24. DISPUTE RESOLUTION

24.1 The Parties desire to first attempt to resolve certain disputes, controversies and claims arising out of this Agreement or any Addenda hereto before a Party begins litigation. Prior to commencing litigation, at the written request of either Party, the Parties agree to meet onsite at either CentralSquare's or the Client's location as determined by the Parties, and negotiate in good faith to resolve any dispute arising under this Agreement. Each Party shall be responsible for its associated travel costs. If the above negotiations do not resolve the dispute with sixty (60) days of the initial written request, either Party may take appropriate legal action.

# 25. COOPERATIVE PURCHASING

25.1 The Parties agree that other public entities may use this Agreement, subject to CentralSquare approval, as a purchasing vehicle for CentralSquare's software and services. Certain terms and conditions specific to this Agreement shall be negotiated separately with such agencies, including: Pricing, Payment Terms, and System Acceptance. Each such agreement shall be fully independent of the other and this Agreement and Client shall not be a party to any such other agreements. A separate Statement of Work and Project Schedule will be developed for the applicable project, and a separate Software Support Agreement, or other ancillary agreements as required for the respective agency's project scope will be entered into with the respective agency.

### 26. ENTIRE AGREEMENT

26.1 This Agreement and its Addenda or amendment(s) represent the entire agreement between the Parties hereto and a final expression of their agreements with respect to the subject matter of this Agreement and supersedes all prior written agreements, oral agreements, representations, understandings or negotiations with respect to the matters covered by this Agreement.

### 27. GENERAL

27.1 This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original but all such counterparts together shall constitute but one and the same instrument; signature pages may be

detached from multiple counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document.

- 27.2 No modifications or amendments to this Agreement shall be binding unless in writing and executed by each of the Parties hereto.
- 27.3 The Parties may rely on a facsimile or electronic transmission as an original version of the other Party's authorized signature to bind the other Party and satisfy any applicable contractual requirements.

EACH PARTY'S ACCEPTANCE HEREOF IS EXPRESSLY LIMITED TO THE TERMS OF THIS AGREEMENT AND NO DIFFERENT OR ADDITIONAL TERMS CONTAINED IN ANY PURCHASE ORDER, CONFIRMATION OR OTHER WRITING SHALL HAVE ANY FORCE OR EFFECT UNLESS EXPRESSLY AGREED TO IN WRITING BY THE PARTIES.

HARRISON COUNTY COMMISSION	TECHNOLOGIES, LLC
Accepted By (Signature)	Accepted By (Signature)
Printed Name	Printed Name
Title	Title
Date	Date

# ADDENDUM ONE

# PRICING, PRODUCTS AND SERVICES

# WHAT SOFTWARE IS INCLUDED?

	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
1.	911 Analytics System Annual Subscription Fee	1	2,260.00	- 226.00	2,034.00
2.	911 Backup Position Annual Subscription	5	1,260.00	- 630.00	5,670.00
3.	911 Position Annual Subscription Fee	7	3,200.00	- 2,240.00	20,160.00
4.	911 Server Software Annual Subscription Fee	2	4,520.00	- 904.00	8,136.00
5.	911 Wallboard Annual Subscription Fee	1	2,300.00	- 230.00	2,070.00

 Software Subtotal
 42,300.00 USD

 Discount
 -4,230.00 USD

 Software Total
 38,070.00 USD

# WHAT SERVICES ARE INCLUDED?

DESCRIPTION	TOTAL
Public Safety Project Management Services - Fixed Fee	22,230.00
2. Public Safety Technical Services - Fixed Fee	94,770.00
Public Safety Training Services - Fixed Fee	8,190.00
4. Public Safety Travel & Living Expenses Estimate	25,300.00

 Services Subtotal
 150,490.00 USD

 Discount
 - 12,519.00 USD

 Services Total
 137,971.00 USD

# WHAT HARDWARE IS INCLUDED?

PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
911 System Hardware Annual Subscription	1	32,268.31	32,268.31

# **QUOTE SUMMARY**

## **Software Subtotal**

**Hardware Total** 

42,300.00 USD

32,268.31 USD

### **Services Subtotal**

### **Hardware Subtotal**

32,268.31 USD

Quote Subtotal	225,058.31 USD
Discount	- 16,749.00 USD

208,309.31 USD **Quote Total** 

# WHAT ARE THE RECURRING FEES?

TYPE	AMOUNT
FIRST YEAR MAINTENANCE TOTAL	0.00
FIRST YEAR SUBSCRIPTION TOTAL	70,338.31

### Payment Schedule - Services:

	Implementation Services
30%	Due on Effective Date
20%	Due at Project Kickoff
15%	Due at completion of 1 <sup>st</sup> End User Training Session
30%	Due at Go Live
5%	Due at completion of Reliability Period

**Subscriptions:** The first year Annual Software subscriptions shall be due upon delivery date. After the first year, the annual software subscriptions will be prorated to align with the Customer's budget cycle and be due on an annual basis thereafter on the anniversary of such budget date. Beginning with Year 6, the annual subscription fee shall increase by an amount not to exceed 5%.

CentralSquare shall deliver to Customer an invoice: (a) within thirty (30) days of completion of the corresponding milestone as evidenced above; and (b) thirty (30) days prior to each Anniversary Date for each annual Subscription Fee. All payments are due within thirty (30) days of receipt of any invoice. In the event of a disputed invoice, Customer shall pay the entire non-disputed portion of any such invoice.

All amounts due and payable to CentralSquare hereunder shall, if not paid when due, bear a late charge in accordance with this Agreement.

The remittance address for payments only is:

CentralSquare Technologies 12709 Collection Center Drive Chicago, IL 60693

# **ADDENDUM TWO**

# STATEMENT OF WORK

(ATTACHED)

# **ADDENDUM THREE** SAMPLE SYSTEM CUTOVER AND ACKNOWLEDGEMENT FORM

PSAP Name		Hardware:
PSAP ID		Printer Model
Date of Cut-over		Headset
Date Job Completed		Off-Hook Lights
·		Deluxe Server(s)
Primary Contact		Basic Server(s)
PSAP Phone Number		Rack-Mount Workstations
Diagnostic Number	•	Tower Workstations
Maintenance Company		<u></u>
Phone Number		Spare Parts List
Emergency Phone #		
Primary Contact		
Team Lead		
Team Member		<del></del>
Team Member		<del></del>
Team Member		<del></del>
Trainer		<del></del>
Training Manuals Provided		<del></del>
Number Hard Copy		<del></del>
Electronic Copy		Feature (Included/Not Included) Version Numbers
Electronic Copy		Quick Response CTI
Number 911 Trunks		Resource Manager
Number Admin Trunks		
Number Admin Trunks Number Positions		Paging
Extend Kits Installed		Recorder (IRR)
Radio Manufacturer		Ali_Controller
		Quick Link
CAD Company		MIS
	Tarkad	Quick Print
044 Torrest or Torrest	Tested	Fax Server
911 Transfers Tested		Paging Server
TDD Tested		Archives
Paging Tested	<del></del>	Quick Clock
Fax Ali Tested	<del></del>	Quick Map
Speed Dials Tested		TTY/TDD
Phones labeled		ALI Correction
Wires Bundled/Tied		
Clock Display Tested		
Software Settings all Match		
Registries Backed up		
Diagnostics Tested		
Maint Provider Trained		

# ADDENDUM FOUR MAINTENANCE AND SUPPORT

This Maintenance and Support Addendum (this "Addendum Four") is made by and between CentralSquare Technologies, referred to herein as "CentralSquare", with offices at 1000 Business Center Drive, Lake Mary, FL 32746, and the entity named above, referred to herein as "Client" (who together are referred to as the "Parties", or individually as "Party" herein), which is hereby incorporated into the Agreement, with reference to the following facts.

### 1.0 DEFINITIONS

All capitalized terms used in this Addendum Four and not otherwise defined herein shall have the meanings given them in the Definitions section of the Agreement, which section is incorporated by reference herein as though set forth in full.

### 2.0 FEES

Any continued support services shall be subject to payment by Client of all past unpaid Subscription fees for the current support year. Payment of applicable fees for any additional services required to bring Client's system current, which fees shall be charged at CentralSquare's then current rates for such services, shall also be the responsibility of the Client. Client acknowledges and agrees that the preceding clause is reasonable in light of the fact that the expenses incurred and resources devoted by CentralSquare to further development, enhancement and support of the CentralSquare Software must be spread over CentralSquare's client base and fairly shared by all CentralSquare Software users.

Except for taxes for which Client provides CentralSquare with written certification of its tax-exempt status, if CentralSquare is required to collect or pay sales, use, property, value-added, or other such taxes based on the Subscription fee or services provided under this Agreement, and/or Client's use thereof, then such taxes shall be invoiced to and paid by Client on receipt of such invoice.

### 3.0 SUPPORT SERVICES AND POINT OF CONTACT

CentralSquare will provide support services as more fully described in Addendum A.

Client shall appoint a principal point of contact with a level of knowledge of the CentralSquare Software and Client's computer environment to manage the reporting of Software Errors to CentralSquare in accordance with the Software Error Guidelines and Procedures set forth in Addendum A. CentralSquare reserves the right to request that Client appoint a replacement point of contact upon reasonable written notice to Client.

### 4.0 SOFTWARE ERROR CORRECTION AND ACCESS

4.1 If, during the term of this Agreement, Client determines that Software Error(s) exist, it will first follow any error procedures specified in the CentralSquare Documentation. If following the error procedures does not correct the Software Error, Client shall promptly notify CentralSquare pursuant to the guidelines and procedures described in Addendum A, setting forth

the defects noted with specificity requested by CentralSquare. Upon notification of a reported Software Error, CentralSquare shall attempt to reproduce and verify the error and, if so verified, will manage the Software Error(s) in accordance with Addendum A. If CentralSquare is unable to reproduce the Software Error at CentralSquare's facility, the Client will assist in the research of a support issue including logging or other diagnostic tools as provided by CentralSquare. CentralSquare will provide onsite assistance if the Client and CentralSquare determine that it is necessary for CentralSquare personnel to travel to Client's site to reproduce the error. If it is determined that reported problem was caused by the CentralSquare Software or CentralSquare provided Hardware, CentralSquare will be responsible for its travel and related expenses for the onsite visit. In the event that the reported problem is determined to be the result of Equipment, Subcontractor Software or Hardware, or System Software, or is otherwise not attributable to the CentralSquare Software Client shall reimburse CentralSquare for its travel expenses incident to the on-site visit, as well as CentralSquare's labor related to the on-site visit at its then current hourly rates for technical support and engineering.

- 4.1.1 If, during the term of this Agreement, Client experiences performance issues with the CentralSquare Software related to user transaction times (the elapsed time between electronically requesting information [i.e., depressing the "enter" key or mouse button] to the appearance of the data requested on the next screen) that materially degrades the operational use of the CentralSquare Software, the Client shall notify CentralSquare in accordance with Addendum A. CentralSquare will assist the Client to determine the source of the user transaction times issue (CentralSquare Software, third party products, Client supplied network, etc.). If the related to user transaction times is found to be caused by the CentralSquare Software, CentralSquare will use commercially reasonable efforts to resolve the issue according to the Priority status (defined in Addendum A) assigned based on the Subsystem, transaction type, and operational impact on the Client's Users.
- 4.2 CentralSquare maintains a Security program for managing access to Client data particularly HIPAA and CJIS information. This includes 1) a Pre-employment background check, 2) security training required by Federal CJIS regulations, and 3) criminal background checks/fingerprints required by Federal or State regulations. CentralSquare will work with the Client to provide required documentation (such as the CJIS Security Addendum Certification form and VPN documents).
- 4.3 If required by the Client, CentralSquare will provide paper fingerprint cards for such Security Approved personnel with the fingerprinting performed in the state of the CentralSquare staff's job assignment. If the Client requires fingerprints submitted in a form other than paper prints (such as Live Scan) or that such fingerprints be performed at the Client's site, the Client will reimburse CentralSquare for the cost of CentralSquare Security Approved Personnel traveling to the Client's site or for a vendor (such as Live Scan) to travel to the applicable CentralSquare offices. This provision will apply during the duration of this Agreement.

### 5.0 SOFTWARE UPDATES

From time to time at CentralSquare's discretion, Updates to the CentralSquare Software and CentralSquare Documentation will be developed and provided to Client. All Updates to the CentralSquare Software and CentralSquare Documentation shall be subject to the terms and

Harrison County Commission Central Square 911 Software License and Implementation Agreement

conditions of the Purchase Agreement and shall be deemed licensed CentralSquare Software thereunder. (Updates do not include separate modules or functions that are separately licensed and priced.)

### 6.0 LIMITATIONS

- 6.1 Support services for the CentralSquare Software shall be subject to and conditional on Client's implementation and use of a version of the CentralSquare Software that is the most current general release version thereof that is offered to Client. If Client does not implement the most current general release version when it is made available, CentralSquare shall only be obligated to provide Support Services for Client's version of the CentralSquare Software for a period of twelve (12) months thereafter.
- 6.2 CentralSquare shall not be obligated to provide Support Services if Client is not current on the payment of all Subscription fees and expenses.
- 6.3 If any of the following circumstances exist, CentralSquare shall be entitled to charge separate, additional service fees plus expenses at its then current rates:
  - 6.3.1 Problems in the CentralSquare Software are caused by modification of the CentralSquare Software, Subcontractor Software or Hardware, System Software, or Equipment by Client or a third party.
  - 6.3.2 Problems in the CentralSquare Software are caused by the CentralSquare Software not being used in accordance with the CentralSquare Documentation, or other instructions provided by CentralSquare, or by misuse or neglect.
  - 6.3.3 Problems in the CentralSquare Software are caused by software not provided by CentralSquare, not approved by CentralSquare in writing or not specified as compatible in the CentralSquare Documentation. (The procedures for loading third party software on a Workstation or Server are set forth in paragraph 7.4 of this Agreement.)
  - 6.3.4 Problems in the CentralSquare Software are caused by equipment which does not meet the configuration requirements, or Client does not maintain the site and facility as specified in the CentralSquare Documentation.
  - 6.3.5 Problems in the CentralSquare Software are caused by one or more computer viruses that have not been introduced into Client's system by CentralSquare. Client shall maintain up- to-date virus checking software in accordance with CentralSquare Documentation and shall check all software received from CentralSquare or any other person or entity for viruses before introducing that software into any part of the CentralSquare System. If desired by Client, CentralSquare will provide Updates on media rather than direct downloading to facilitate this virus checking. If, despite such check, a virus is introduced by CentralSquare, CentralSquare will provide a virus-free copy of the CentralSquare

Software, and will, at its expense, reload said software on Client's Equipment. Client shall practice reasonable back-up procedures for the CentralSquare System in accordance with CentralSquare Documentation.

- 6.3.6 Problems in the CentralSquare Software are caused by Subcontractor Software or System Software, including but not limited to operating system software.
- 6.3.7 Problems in the CentralSquare Software are caused by Equipment or software provided by Client or third parties with which the CentralSquare Software interfaces or operates (including but not limited to Subcontractor Software or Hardware or System Software), including but not limited to problems caused by changes in such Equipment or software.
- Workstation or Server any software not provided by CentralSquare, it shall, before loading such software, follow the procedures regarding third party software compatibility in the CentralSquare Documentation, and contact the Customer Service Department at the telephone numbers listed in Addendum A for assistance as required. Such action shall not constitute approval, express or implied, for the loading of specific software on a Workstation or Server, nor any express or implied warranty, representation or other obligation by CentralSquare with respect to such software, including but not limited to its suitability, operability or capability to meet Client's needs or expectations. Client agrees that if the loading of such third-party software degrades the performance of the System, Client shall immediately uninstall such software. Client shall absolve, discharge and release CentralSquare from any obligations or liabilities related to operation or performance of the System, the CentralSquare Software, Subcontractor Software, or any other item provided by CentralSquare under this Agreement, including but not limited to any liabilities for damages related thereto in connection with the installation of such third-party software.
- 6.5 CentralSquare Support Services under this Agreement, or any renewal or extension thereof, shall not include design, engineering, programming, testing, implementation or other services rendered necessary by changes in Subcontractor Software, System Software or Equipment, or in any other hardware, firmware or software provided by third parties or Client ("Third Party Changes"). Any such services shall be subject to additional charges by CentralSquare and the mutual agreement of the parties as to the terms and conditions under which such services are rendered. Absent such agreement, CentralSquare shall be under no obligation, express or implied, with respect to such Third-Party Changes.
- 6.6 Problems in the CentralSquare Software or transmission of data caused by wireless services are not warranted by CentralSquare or covered under the terms of this Agreement. Client's use of services provided by wireless service providers or carriers, and the security, privacy, or accuracy of any data provided via such services is at Client's sole risk.
- 6.7 Client is responsible for maintaining the required certifications for access to Client's state CJIS system(s), NCIC and/or other local state, federal and/or other applicable systems.

# 7.0 EQUIPMENT, SUBCONTRACTOR SOFTWARE AND HARDWARE, AND SYSTEM SOFTWARE

- 7.1 Since proper computer equipment maintenance is required for proper system operation, Client shall acquire and keep in force equipment maintenance agreements for the computer and peripheral equipment used to operate the CentralSquare Software, or to provide such maintenance in-house with qualified personnel. If Client determines that an item of Equipment provided under this Agreement does not perform as provided in the applicable specifications, Client may contact CentralSquare using the procedures described in Addendum A. CentralSquare shall thereupon provide Help Desk services to Client with respect to the reported problem and reasonable assistance, as defined in 8.2 below, in determining the cause of the reported problem. Notwithstanding the above, CentralSquare is not and shall not be a party to such third-party maintenance agreements nor shall CentralSquare have any obligation or liability thereunder.
- Maintenance and support for Subcontractor Software, Subcontractor Hardware, or 7.2 System Software sold or licensed under the Purchase Agreement shall be subject to and provided in accordance with any maintenance agreements between Client and the suppliers thereof, or other third party maintenance providers, or the provisions of the applicable Subcontract support terms provided hereto at Addendum B if continued annual support for the applicable Subcontractor Software is provided under this Agreement as further defined herein. If Client determines that an item of Subcontractor Software or Hardware, or System Software provided under the Purchase Agreement does not perform as provided in the applicable Specifications, Client may contact CentralSquare using the procedures described in Addendum A. CentralSquare shall thereupon provide Help Desk services to Client with respect to the reported problem and provide reasonable assistance to Client in determining the causes of the reported problem. Reasonable assistance consists of an evaluation of the reported problem in order to determine if the problem is being caused by a CentralSquare Software issue or an issue with a Third-Party Item that needs to be addressed by the applicable Vendor. As part of the evaluation process, CentralSquare will share with the Client non- proprietary information related to the diagnosis such as error messages, database trace information and other information that led CentralSquare to diagnose the Third-Party Item as the likely cause and which may aid the Client in seeking a resolution from the applicable manufacturer or Vendor. For issues involving Windows O/S software (Microsoft) that generally affect the operation of the CentralSquare Software and are not caused by a Client specific installation or configuration of the O/S, CentralSquare will work with Microsoft to coordinate the resolution. Notwithstanding the above, CentralSquare is not and shall not be a party to such third-party maintenance agreements nor shall Central Square have any obligation or liability thereunder.

### ADDENDUM A

# SOFTWARE ERROR CORRECTION GUIDELINES AND PROCEDURES

- (1) Support services for CentralSquare 911 are managed by TriTech. All CentralSquare 911 Software errors reported by Client's personnel shall be resolved as set forth below. The response and resolution plan will be based upon the Service Level Agreement terms specified below by product. The Client may elect to downgrade the urgency of the issue if the operational impact is not severe. The Client may also request an upgraded response to a lower priority issue if the issue has a significant operation impact by requesting to speak to a supervisor/manager from CentralSquare's Customer Service Group.
- (2) If Client determines a Software Error exists, Client shall immediately notify CentralSquare by telephone, followed by an error report in writing, setting forth the defects noted with specificity requested by CentralSquare.

Note (a): Critical Priority and Urgent Software Errors must be reported via telephone at the number listed in the Support Issues Priority and Response Matrix under section (8) below. If Critical Priority or Urgent Priority Software Errors are not reported via the telephone, the stated response and resolution times will not apply.

Note (b): Non-Critical, and Minor Priority Software Errors may be reported via email to the address listed in the matrix below, or through the Customer Service portal on CentralSquare's website.

- (3) "Normal Customer Service Hours" (Business Hours) are 7:30 a.m. through 5:00 p.m. (Central), Monday through Friday, excluding CentralSquare holidays.
- (4) The main support line will be answered by CentralSquare's Customer Service Department, or CentralSquare's answering service, depending on the time/day of the call. During Normal Customer Service Hours, a Customer Service Representative will directly answer the support telephone call. If a Customer Service Representative is not available to answer the call during Normal Customer Service Hours, the call will automatically be routed to the CentralSquare operator. If all Customer Service Representatives are busy, the operator will offer the option to leave a message, or in the case of a Critical Priority problem, as described below, locate a Customer Service Representative.
- (5) Following Normal Customer Service Hours, the call will be automatically routed to CentralSquare's answering service. Any calls routed to the answering service will be escalated to an on-call Customer Service Representative for prompt follow-up and resolution, if required.
- (6) During Normal Customer Service Hours, each issue will be assigned a ticket number. This number should be used for all subsequent inquiries relating to the original reported issue. Problems reported after Normal Customer Service Hours will be logged and assigned an issue number the

next business day.

- (7) Reported system errors will be responded to and resolved in accordance with the Priorities and Response Matrix in Section 8 below. If requested or specified in the response time criteria below, a CentralSquare representative will return the call in a manner consistent with the priority and order in which the call was received. Client will make every effort to respond to CentralSquare in a timely fashion when requests are made for follow-up calls or additional documentation on the reported problem.
  - a. If a response is not received, or a resolution is not provided in accordance with the Priorities and Response Matrix, the Client may request escalation of the issue in accordance with the CentralSquare Documentation.

# (8) Priorities and Support Response Matrix

The following priority matrix relates to system errors resulting from the CentralSquare 911 Software as further defined in this Agreement. Issues related to non-covered causes - such as network (excluding the CentralSquare or CentralSquare provided closed network) and third-party products - are not included in this priority matrix and are outside the scope of this Agreement.

# CentralSquare 911 Response Matrix

Priority	Issue Definition	Response Time
Priority 1 – Urgent Priority	A system down event which severely impacts the ability of Users to receive and process 9-1-1 calls. This is defined as the following:	Normal Customer Service Hours: Telephone calls to 800.987.0911 will be answered and managed by the first available representative or receive a call back within an average of five (5) minutes.
	<ul> <li>Unable to answer 911 calls</li> <li>Loss of ANI or ALI data; or</li> <li>If a significant number of workstations are inoperable</li> </ul>	After Normal Customer Service Hours: Thirty (30) minute call back after Client telephone contact to 800.987.0911.
	This means one or more critical components are non-functional disabling the CentralSquare 911 system.	Priority 1 issues must be called in via 800.987.0911 during Normal Customer Service in order to receive this level of response.
Priority 2 – Critical Priority	A serious issue with no workaround available, but not meeting the criteria of a Critical Priority, but which severely impacts the ability of Users to receive and process 9-1-1 calls. Such errors will be consistent and reproducible.	Normal Customer Service Hours: Telephone calls to 800.987.0911 will be answered and managed by the first available representative or receive a call back within and average of five (5) minutes.
	Customer is experiencing intermittent failure or performance degradation of CentralSquare 911 system however, essential parts of the CentralSquare 911 system are functional.	After Normal Customer Service Hours: Sixty (60) minute call back after Client telephone contact to 800.987.0911.  Priority 2 issues must be called in via
	Containsquate 711 System are functional.	800.987.0911 During Normal Customer Service in order to receive this level of response.
Priority 3 - Non-Critical Priority	Normal Customer Service Hours Support: A System Error not meeting the criteria of a Critical or Urgent Priority, has a workaround available, but which does negatively impact the call-taker from receiving and processing 9-1-1 calls. A significant number of CentralSquare 911 Users are negatively impacted by this error (e.g., does	Normal Customer Service Hours: Telephone calls to 800.987.0911 will be answered and managed by the first available representative or receive a call back within 8 hours or the next business day, as applicable.
	not apply to a minimal number of CentralSquare 911 call-takers).	Non-Critical Priority Issues are not managed after Normal Customer Service Hours.
Priority 4 – Minor Priority	Normal Customer Service Hours Support: A System Error related to a user function which does not negatively impact the call-taker from receiving and processing 9-1-1 calls. This includes system administrator functions.	Normal Customer Service Hours: Telephone calls to 800.987.0911 will be answered and managed by the first available representative or receive a call back within 8 hours or the next business day, as applicable.
		Minor Priority issues are not managed after Normal Customer Service Hours.

Priority	Resolution Process	Resolution Time
Priority 1 – Urgent Priority	CentralSquare will provide a procedural or configuration workaround or a code correction that allows the Client to resume live operations on the production system. CentralSquare will determine whether to send a tech on-site for further troubleshooting and/or resolution of software errors. Additional fees will be applicable for such on-site services.	CentralSquare will work continuously (including after hours) to provide the Client with a solution that allows the Client to resume live operations on the production system.  CentralSquare will use commercially reasonable efforts to resolve the issue as soon as possible and not later than 12 hours after notification. If new hardware is needed and there are no spares on site, CentralSquare will provide commercially reasonable efforts in shipping equipment as soon as possible to the customer site.  Reported errors for supported hardware are addressed as further defined in the Special Notes below.
Priority 2 – Critical Priority	CentralSquare will provide a procedural or configuration workaround or a code correction that allows the Client to resume normal operations on the production system. CentralSquare will determine whether to send a tech on-site for further troubleshooting and/or resolution of software errors. Additional fees will be applicable for such on-site services.	CentralSquare will work continuously (including after hours) to provide the Client with a solution that allows the Client to resume normal operations on the production system.  CentralSquare will use commercially reasonable efforts to resolve the issue as soon as possible and not later than 36 hours after notification. If new hardware is needed and there are no spares on site, CentralSquare will provide commercially reasonable efforts in shipping equipment as soon as possible to the customer site.
Priority 3 - Non-Critical Priority	CentralSquare will provide a procedural or configuration workaround that allows the Client to resolve the problem. CentralSquare will determine whether to send a tech on-site for further troubleshooting and/or resolution of software errors. Additional fees will be applicable for such on-site services.	CentralSquare will work to provide the Client with a resolution which may include a workaround, configuration changes, or code correction within a timeframe that takes into consideration the impact of the issue on the Client and CentralSquare's User base. Priority 3 issues have priority scheduling in a subsequent release.

Priority	Resolution Process	Resolution Time		
Priority 4 –	If CentralSquare determines that a reported	CentralSquare will work to provide the Client with		
Minor Priority	Medium Priority error requires a code correction,	a resolution which may include configuration		
	such issues will be addressed in a subsequent	changes, or a workaround or code correction in a		
	release when applicable.	future release of the software. Priority 4 issues		
		have no guaranteed resolution time.		

### **Special Notes:**

1. <u>Software Maintenance</u> — CentralSquare shall distribute and install updates (e.g., bug fixes, patches) to the Client's licensed CentralSquare 911 Software. From time to time at CentralSquare's discretion, updates to the CentralSquare Software and CentralSquare Documentation will be developed and provided to Client. All updates to the CentralSquare Software and CentralSquare Documentation shall be subject to the terms and conditions of the Purchase Agreement and shall be deemed licensed CentralSquare Software thereunder. (Updates do not include new versions or separate modules or functions that are separately licensed and priced and not a part of the Client's then current system.)

Maintenance and support for third party software, including system software (e.g., operating system software) is not included under this Agreement.

- 2. <u>Hardware Maintenance</u> CentralSquare shall use same or equivalent hardware in repairing the system. When available, Client spares and parts will be used as directed. Client spares and parts will be replaced, or Client reimbursed for their value. Where newer technology is requested by the Client, the Client will pay to CentralSquare in addition to the applicable Maintenance and Support Fee, the costs of such newer technology, including the time incurred by CentralSquare maintenance employees for the installation of the hardware billed at CentralSquare's then-current standard rates, and the actual hardware and materials costs. Hardware failures caused through the actions of a third-party vendor or by the Client's personnel directly, which cannot be resolved remotely, indirectly or through failure to observe standard operational guidelines for that hardware will result in both hardware and labor charges to correct the problem. Materials outside the scope of any warranties (if any) in effect, materials necessary to bring the site back into operational compliance will be direct billed to the Client.
- 3. Hardware Support Ship to CentralSquare Where telephone support has determined the apparent failure of a hardware component, the Client shall ship the component to CentralSquare's Lake Mary location for repair. Based upon component availability and the criticality of the component, a temporary spare may be shipped to the site. Contact will be made with the Client to discuss the condition and recommended action plan, and the acceptance of the action plan will be requested. CentralSquare reserves the right to make a determination of the scope of the problem and to elect to repair or replace the component at CentralSquare's sole discretion. CentralSquare will, with the exception of "acts of God", unauthorized third party (both vendors or employees of the Client) involvement with the hardware or software, and software or hardware operational errors or issues by Client personnel, fully support the repair with respect to the time and materials necessary to repair. Materials outside the scope of any warranties (if any) in effect, materials necessary to bring the site back into operational compliance will be direct billed to the Client. Failure by the Client to support the process of troubleshooting, proper component packaging to prevent shipment damage, component shipment, and component reinstallation, will make the Client liable for the cost of the responder and the response process (materials) to affect necessary system repairs. Client shall be responsible for freight costs to the Depot and CentralSquare shall be responsible for freight cost to the Client.

4. Hardware Support - On-Site — Where telephone support is not adequate to respond to problems, CentralSquare will dispatch either its own on-staff employees to the trouble site or an approved (by CentralSquare) and acceptable (by the Client) maintenance service provider which will be experienced and trained on the Purchased System. CentralSquare reserves the right to make a determination of the scope of the problem and to elect to make an on-site response. Contact will be made with the Client to discuss the condition and acceptance of an action plan will be requested. Failure by the Client to support the process for CentralSquare to make a site visit determination, particularly with respect to other maintenance providers will make the Client liable for the cost of the responder and the response process (materials). CentralSquare will respond to a site support process and, with the exception of "acts of God", unauthorized third party (both vendors or employees of the Client) involvement with the Purchased System hardware or software, and software or hardware operational errors or issues by Client personnel, will fully support the repair with respect to the time necessary to repair. Materials outside the scope of any warranties (if any) in effect, materials necessary to bring the site back into operational compliance will be direct billed to the Client.

# Additional Terms and Conditions for On-Premise Subscriptions

BY INDICATING YOUR ACCEPTANCE, OR BY USING THE SOFTWARE, YOU ACCEPT THE TERMS AND CONDITIONS AS STATED HEREIN.

Subscription Access. Customer is purchasing subscription priced software under this Quote. So long as
Client has paid the annual subscription fees and is current at all times with the subscription fees as stated
herein, CentralSquare grants to Client a limited non-exclusive, non-transferable access to use the
subscription software granted in this Quote. Client understands and acknowledges no ownership or any form
of intellectual property rights transfer under the terms of this Quote.

If customer terminates this Quote in accordance with the termination for convenience provision below, customer shall be entitled to a pro-rata refund of the annual subscription fee, calculated by the remaining months in the applicable annual subscription.

- 2. <u>Termination for Convenience.</u> This Quote may be terminated without cause by either party by providing written notice to the other party thirty (30) days prior to the date of termination.
- 3. <u>Termination of Access Rights.</u> Upon termination of this Quote, (i) all rights granted herein shall terminate immediately and automatically upon the effective date of such termination; (ii) Customer's right to the accessed software granted herein shall terminate; and (iii) Customer will cease using such software and at CentralSquare's direction return or destroy the software and any supplemental confidential information or documentation.
- 4. Right to Audit. Customer shall maintain for a reasonable period, but in no event less than three (3) years after expiration or termination of this Quote, the systems, books and records necessary to accurately reflect compliance with software access and the use thereof under this Quote. Upon request, Customer shall permit CentralSquare and its directors, officers, employees, and agents to have on-site access at Customer's premises (or remote access as the case may be) during normal business hours to audit such systems, books, and records for the purpose of verifying Customer's use of the software to monitor compliance with this Quote no more than once per year. If an audit reveals that Customer has exceeded the restrictions on use or non-compliance with this Quote, Customer shall be responsible for the reimbursement of all costs related to the audit and prompt payment by Customer to CentralSquare of any underpayment.

State of Mest Virginia



County of Harrison, ss:

# Clerk's Hiduciary Report

# Estate from Wednesday, September 13, 2023, through Tuesday, September 19, 2023

The County Commission of Harrison County this day proceeded to examine the report of the Clerk of the Commission of the Fiduciary and Probate matters had before his during the vacation of the Commission, and it appearing to the Commission that all of the proceedings had therefore ordered that the said report and matters thereto contained be and the same is hereby ratified and confirmed. Said report is in words and figures as follows, to-wit:

On, Thursday, September 14, 2023, the following matters were disposed of in the presence of the Clerk:

More than 31 days since the date of death or the surviving spouse or heir, upon a motion, CHRISTOPHER ANTHONY ALVINO was appointed and qualified as ADMINISTRATOR of the estate of ANTHONY ALVINO, deceased. Bond was 16,000.00.

On, Friday, September 15, 2023, the following matters were disposed of in the presence of the Clerk:

More than 31 days since the date of death or the surviving spouse or heir, upon a motion, JARON ALEX MAYES was appointed and qualified as ADMINISTRATOR of the estate of AMY KAYE MAYES SIMPSON, deceased. No bond was required.

A duly exemplified copy of the last will and testament of WILLIAM FREDERICK KEELING, deceased, late a resident of AUGUSTA, VIRGINIA, was admitted to record.

A duly certified copy of the last will and testament of FRONA L NORMAN, deceased, late a resident of WOOD, WEST VIRGINIA, was admitted to record.

A duly certified copy of the last will and testament of EVELYN WRIGHT GREER DELANEY, deceased, late a resident of MONONGALIA, WEST VIRGINIA, was admitted to record.

A duly exemplified copy of the last will and testament of MICHAEL F VIGLIANCO, deceased, late a resident of CHARLOTTE, FLORIDA, was admitted to record.

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

BERNARD RAY LAMM, who was named in the last will and testament of DOLORES L LAMM, deceased, as EXECUTOR thereof, qualified as such. No bond was required.

On, Monday, September 18, 2023, the following matters were disposed of in the presence of the Clerk:

The said estate of IRENE HELEN MOSSBURG, deceased was referred to ROBERT L GREER, a FIDUCIARY COMMISSIONER for the Harrison County, for settlement thereof.

# On, Tuesday, September 19, 2023, the following matters were disposed of in the presence of the Clerk:

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

MARIA GANOE, who was named in the last will and testament of MORRIS JACQUEZ, deceased, as EXECUTRIX thereof, qualified as such. No bond was required.

A duly exemplified copy of the last will and testament of **CONSTANCE JUNE STOVER**, deceased, late a resident of MANSFIELD, OHIO, was admitted to record.

John Apriler

Wednesday, September 27, 2023

John R Spires

Clerk of the Harrison County Commission

Confirmed

Estate: 11511

0-1

# Enlarged Hepzibah Public Service District Special Board Meeting

Monday September 25, 2023 5:00PM

### **AGENDA**

- 1. Call meeting to order
- 2. New Business
  - A. Review & Approve Audit Bids for next 3 years
  - B. Discuss & Approve uses for remaining monies form Water Project
  - C. Review & Approve the Hydrant Maintenance & Testing Program
- 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

# GREATER HARRISON COUNTY P.S.D.

"Meeting held in Town of West Milford Council Chambers"

Agenda September 21, 2023 9:00 am

### **Appointments**

9:00 am - Call to order

#### **ACTION ITEMS**

- 1. Approve/Edit Previous Minutes
- 2. Public Comment Period
- 3. P&B Services, LLC
  - 5.1 Package Plant Report
- 4. Bennett and Dobbins, PLLC
  - 6.1 Drawdowns Review, discuss and act.
- 5. Ruth Ann Messenger Treasurer Review, discuss and act
  - 7.1 Sewer Check Register and debit card transactions
  - 7.2 Water Check Register
- 6. The Thrasher Group, Inc.
  - 6.1 Sewer
    - 6.1.a. Phase II Review, discuss and act
      - Project Update
    - 6.1.b. Enterprise Review, discuss and act
      - Construction Closeout Update
    - 6.1.c. Sludge Review, discuss and act
      - Construction closeout update
      - Notice of Acceptability of Work
    - 6.1.d. Quiet Dell Review, discuss and act
      - Project Design Update
    - 6.1.e. Woodstock Heights Sanitary Sewer Extension Project- Review, discuss and act
      - Project Update
    - 6.1.f. River Crossings Review, discuss and act
      - Project Update
    - 6.1.g. 10-year Plan Review, discuss and act
      - General Discussion
    - 6.2 Water
      - 6.2.a. Steven's Run Review, discuss and act
        - Construction closeout update
      - 6.2.b. Overall Water Project Review, discuss and act
        - Project Discussion
      - 6.2.c. Buffalo lake Road Water Line Extension
        - AML Project Agreement

# 6.3.c. 10-year Plan - Review, discuss and act

- General Discussion
- 7. Bill Hoover General Manager
  - 7.1 Water
    - 7.1.a. Water Loss Report
    - 7.1.b. Water Leak Report
    - 7.1.c. General Updates
  - 7.2 Sewer
    - 7.2.a. General Updates
  - 7.3 Good of the District
    - 7.3.a. General Update
    - 7.3.b. Coon's Run signing of updated signature cards
- 8. Sam Harold Mountain State Law
  - 8.1 Available for general consult
  - 8.2 Adjustment policy modification
  - 8.3 Boat ramp access
  - 8.4 Employee handbook policy changes
- 9. Executive Session

Adjournment of meeting



# GHCPSD - WATER DIVISION INCOME STATEMENT FOR THE PERIOD 08/01/2023 - 08/31/2023

	ACTUAL	BUDGET	VARIANCE	% OF TOTAL
INCOME				
DOMESTIC SERVICE/LATE CHGS	192,212.80	209,330.00	(17,117.20)	96.58%
FACILITIES CHARGE	-	-	-	0.00%
INTEREST INCOME	31.85	50.83	(18.98)	0.02%
MISCELLANEOUS/RECONNECT FEES	3,768.00	486.00	3,282.00	1.89%
QUIET DELL LEASE	500.00	500.00	-	0.25%
TAP FEES	2,500.00	350.00	2,150.00	1.26%
UNUSUAL CHARGE	-	-	-	0.00%
TOTAL INCOME	199,012.65	210,716.83	(11,704.18)	
EXPENSES				
ACCT, BILLING, & COLLECTING	4,734.20	6,531.92	(1,797.72)	2.17%
BRIDGEPORT SANITARY BOARD	_	-	-	0.00%
TOWN OF WORTHINGTON	_	_	_	0.00%
CHEMICALS	_	197.42	(197.42)	0.00%
CLARKSBURG SANITARY BOARD	-	-	-	0.00%
DEBT SERVICE	24,610.85	24,596.00	14.85	11.26%
DIRECTORS FEES	420.85	542.50	(121.65)	0.19%
EMP. BEN./GROUP INSURANCE/PENSION COSTS	8,174.19	6,811.67	1,362.52	3.74%
LAB SERVICE	322.00	892.67	(570.67)	0.15%
LABOR	36,602.49	30,720.83	5,881.66	16.75%
MAINTENANCE	14,268.66	11,802.08	2,466.58	6.53%
MISCELLANEOUS EXPENSE	6.00	-	6.00	0.00%
OFFICE SUPPLIES & EXPENSE	842.56	85.83	756.73	0.39%
OUTSIDE SERVICES/CONTRACT LABOR	6,274.30	6,772.25	(497.95)	2.87%
POWER PURCHASED	3,663.62	3,819.58	(155.96)	1.68%
PROPERTY/LIABILITY & INJURIES INSURANCE	5,833.05	2,600.75	3,232.30	2.67%
REGULATORY COMMISSION	2,576.62	978.50	1,598.12	1.18%
RENEWAL & REPLACEMENT	20,418.48	5,268.33	15,150.15	9.35%
RENT EXPENSE	2,500.00	2,575.00	(75.00)	1.14%
TAXES	3,166.12	2,391.67	774.45	1.45%
TRANSPORTATION	1,021.08	3,467.67	(2,446.59)	0.47%
UTILITIES	544.99	849.75	(304.76)	0.25%
WATER PURCHASED	82,493.61	89,855.50	(7,361.89)	37.76%
TOTAL EXPENSES	218,473.67	200,759.92	17,713.75	
NET SURPLUS (DEFICIT)	(19,461.02)	9,956.92	(29,417.94)	

# GHCPSD - SEWER DIVISION INCOME STATEMENT FOR THE PERIOD 08/01/2023 - 08/31/2023

	ACTUAL	BUDGET	VARIANCE	% OF TOTAL
INCOME				
DOMESTIC SERVICE/LATE CHGS	242,488.74	234,937.67	7,551.07	96.91%
FACILITIES CHARGE	2,500.00	2,500.00	-	1.00%
INTEREST INCOME	53.10	71.67	(18.57)	0.02%
MISCELLANEOUS/RECONNECT FEES	-	-	-	0.00%
QUIET DELL LEASE	-	-	-	0.00%
TAP FEES	750.00	125.00	625.00	0.30%
UNUSUAL CHARGE	4,424.48	16,300.50	(11,876.02)	1.77%
TOTAL INCOME	250,216.32	253,934.83	(3,718.51)	
EVENOTO				
EXPENSES  ACCT, BILLING, & COLLECTING	3,152.12	1,844.17	1,307.95	1.31%
BRIDGEPORT SANITARY BOARD	7,858.54	8,565.00	(706.46)	3.26%
TOWN OF WORTHINGTON	3,593.46	12,500.00	(8,906.54)	1.49%
CHEMICALS	3,393.40	1,067.50	(1,067.50)	0.00%
CLARKSBURG SANITARY BOARD	2,479.23	1,785.83	693.40	1.03%
DEBT SERVICE	112,379.86	112,125.67	254.19	46.69%
DIRECTORS FEES	379.15	520.00	(140.85)	0.16%
EMP. BEN./GROUP INSURANCE/PENSION COSTS	7,364.39	5,424.92	1,939.47	3.06%
LAB SERVICE	684.00	663.33	20.67	0.28%
LABOR	37,976.66	20,931.50	17,045.16	15.78%
MAINTENANCE	24,316.68	16,534.17	7,782.51	10.10%
MISCELLANEOUS EXPENSE	24,510.00	10,554.17	7,702.51	0.00%
OFFICE SUPPLIES & EXPENSE	1,540.04	1,514.17	25.87	0.64%
OUTSIDE SERVICES/CONTRACT LABOR	13,644.98	15,580.83	(1,935.85)	5.67%
		14,535.08	10.04	6.04%
POWER PURCHASED	14,545.12			2.18%
PROPERTY/LIABILITY & INJURIES INSURANCE	5,255.20	2,032.58 1,222.50	3,222.62 (1,147.50)	0.03%
REGULATORY COMMISSION	75.00 925.98		(15,730.69)	0.38%
RENEWAL & REPLACEMENT	925.96	16,656.67	(15,730.69)	
RENT EXPENSE	2 492 74	1 105 00	1 077 71	0.00% 0.91%
TAXES	2,182.71	1,105.00	1,077.71	0.91%
TRANSPORTATION	745.86 1,618.81	2,993.58	(2,247.72)	0.67%
UTILITIES	1,010.01	1,366.67	252.14	0.00%
WATER PURCHASED	240,717.79	238,969.17	1,748.62	0.0076
TOTAL EXPENSES	240,111.19	230,303.17	1,740.02	
NET SURPLUS (DEFICIT)	9,498.53	14,965.67	(5,467.14)	

# GHCPSD - COMBINED INCOME STATEMENT FOR THE PERIOD 08/01/2023 - 08/31/2023

	ACTUAL	BUDGET	VARIANCE	% OF TOTAL
INCOME				
DOMESTIC SERVICE/LATE CHGS	434,701.54	444,267.67	(9,566.13)	96.77%
FACILITIES CHARGE	2,500.00	2,500.00	-	0.56%
INTEREST INCOME	84.95	122.50	(37.55)	0.02%
MISCELLANEOUS/RECONNECT FEES	3,768.00	486.00	3,282.00	0.84%
QUIET DELL LEASE	500.00	500.00	-	0.11%
TAP FEES	3,250.00	475.00	2,775.00	0.72%
UNUSUAL CHARGE	4,424.48	16,300.50	(11,876.02)	0.98%
TOTAL INCOME	449,228.97	464,651.67	(15,422.70)	
EXPENSES				
ACCT, BILLING, & COLLECTING	7,886.32	8,376.08	(489.76)	1.72%
BRIDGEPORT SANITARY BOARD	7,858.54	8,565.00	(706.46)	1.71%
TOWN OF WORTHINGTON	3,593.46	12,500.00	(8,906.54)	0.78%
CHEMICALS	-	1,264.92	(1,264.92)	0.00%
CLARKSBURG SANITARY BOARD	2,479.23	1,785.83	693.40	0.54%
DEBT SERVICE	136,990.71	136,721.67	269.04	29.83%
DIRECTORS FEES	800.00	1,062.50	(262.50)	0.17%
EMP. BEN./GROUP INSURANCE/PENSION COSTS	15,538.58	12,236.58	3,302.00	3.38%
LAB SERVICE	1,006.00	1,556.00	(550.00)	0.22%
LABOR	74,579.15	51,652.33	22,926.82	16.24%
MAINTENANCE	38,585.34	28,336.25	10,249.09	8.40%
MISCELLANEOUS EXPENSE	6.00	-	6.00	0.00%
OFFICE SUPPLIES & EXPENSE	2,382.60	1,600.00	782.60	0.52%
OUTSIDE SERVICES/CONTRACT LABOR	19,919.28	22,353.08	(2,433.80)	4.34%
POWER PURCHASED	18,208.74	18,354.67	(145.93)	3.97%
PROPERTY/LIABILITY & INJURIES INSURANCE	11,088.25	4,633.33	6,454.92	2.41%
REGULATORY COMMISSION	2,651.62	2,201.00	450.62	0.58%
RENEWAL & REPLACEMENT	21,344.46	21,925.00	(580.54)	4.65%
RENT EXPENSE	2,500.00	2,575.00	(75.00)	0.54%
TAXES	5,348.83	3,496.67	1,852.16	1.16%
TRANSPORTATION	1,766.94	6,461.25	(4,694.31)	0.38%
UTILITIES	2,163.80	2,216.42	(52.62)	0.47%
WATER PURCHASED	82,493.61	89,855.50	(7,361.89)	17.96%
TOTAL EXPENSES	459,191.46	439,729.08	19,462.38	
NET SURPLUS (DEFICIT)	(9,962.49)	24,922.58	(34,885.07)	

# GHCPSD - WATER DIVISION INCOME STATEMENT FOR THE PERIOD 07/01/2023 - 08/31/2023

_	ACTUAL	BUDGET	VARIANCE	% OF TOTAL
INCOME				
DOMESTIC SERVICE/LATE CHGS	425,598.68	418,660.00	6,938.68	97.24%
FACILITIES CHARGE	-	-	-	0.00%
INTEREST INCOME	61.79	101.67	(39.88)	0.01%
MISCELLANEOUS/RECONNECT FEES	7,500.29	972.00	6,528.29	1.71%
QUIET DELL LEASE	1,000.00	1,000.00	-	0.23%
TAP FEES	3,500.00	700.00	2,800.00	0.80%
UNUSUAL CHARGE		<u> </u>		0.00%
TOTAL INCOME	437,660.76	421,433.67	16,227.09	100.00%
EXPENSES				
ACCT, BILLING, & COLLECTING	9,255.91	13,063.83	(3,807.92)	2.34%
BRIDGEPORT SANITARY BOARD	-	-	-	0.00%
TOWN OF WORTHINGTON	-	-	_	0.00%
CHEMICALS	_	394.83	(394.83)	
CLARKSBURG SANITARY BOARD	-	-	-	0.00%
DEBT SERVICE	49,221.70	49,192.00	29.70	12.45%
DIRECTORS FEES	841.47	1,085.00	(243.53)	
EMP. BEN./GROUP INSURANCE/PENSION COSTS	15,306.39	13,623.33	1,683.06	3.87%
LAB SERVICE	621.00	1,785.33	(1,164.33)	
LABOR	66,155.74	61,441.67	4,714.07	16.73%
MAINTENANCE	25,165.64	23,604.17	1,561.47	6.36%
MISCELLANEOUS EXPENSE	6.00	· -	6.00	0.00%
OFFICE SUPPLIES & EXPENSE	852.56	171.67	680.89	0.22%
OUTSIDE SERVICES/CONTRACT LABOR	10,064.30	13,544.50	(3,480.20)	2.54%
POWER PURCHASED	6,400.44	7,639.17	(1,238.73)	1.62%
PROPERTY/LIABILITY & INJURIES INSURANCE	6,294.16	5,201.50	1,092.66	1.59%
REGULATORY COMMISSION	6,976.93	1,957.00	5,019.93	1.76%
RENEWAL & REPLACEMENT	20,418.48	10,536.67	9,881.81	5.16%
RENT EXPENSE	5,000.00	5,150.00	(150.00)	1.26%
TAXES	5,722.48	4,783.33	939.15	1.45%
TRANSPORTATION	3,186.43	6,935.33	(3,748.90)	0.81%
UTILITIES	1,116.75	1,699.50	(582.75)	0.28%
WATER PURCHASED	162,894.32	179,711.00	(16,816.68)	41.19%
TOTAL EXPENSES	395,500.70	401,519.83	(6,019.13)	100.00%
NET SURPLUS (DEFICIT)	42,160.06	19,913.83	22,246.23	=

# GHCPSD - SEWER DIVISION INCOME STATEMENT FOR THE PERIOD 07/01/2023 -08/31/2023

_	ACTUAL	BUDGET	VARIANCE	% OF TOTAL
INCOME				
DOMESTIC SERVICE/LATE CHGS	483,150.20	469,875.33	13,274.87	97.13%
FACILITIES CHARGE	5,000.00	5,000.00	-	1.01%
INTEREST INCOME	106.06	143.33	(37.27)	0.02%
MISCELLANEOUS/RECONNECT FEES	-	-	-	0.00%
QUIET DELL LEASE	-	-	-	0.00%
TAP FEES	1,000.00	250.00	750.00	0.20%
UNUSUAL CHARGE	8,164.05	32,601.00	(24,436.95)	1.64%
TOTAL INCOME	497,420.31	507,869.67	(10,449.36)	100.00%
EXPENSES				
ACCT, BILLING, & COLLECTING	4,313.47	3,688.33	625.14	0.92%
BRIDGEPORT SANITARY BOARD	7,858.54	17,130.00	(9,271.46)	
TOWN OF WORTHINGTON	6,095.02	25,000.00	(18,904.98)	
CHEMICALS	5,956.75	2,135.00	3,821.75	1.27%
CLARKSBURG SANITARY BOARD	5,217.63	3,571.67	1,645.96	1.11%
DEBT SERVICE	224,759.72	224,251.33	508.39	47.88%
DIRECTORS FEES	758.53	1,040.00	(281.47)	0.16%
EMP. BEN./GROUP INSURANCE/PENSION COSTS	13,797.29	10,849.83	2,947.46	2.94%
LAB SERVICE	1,143.20	1,326.67	(183.47)	0.24%
LABOR	58,242.88	41,863.00	16,379.88	12.41%
MAINTENANCE	48,088.01	33,068.33	15,019.68	10.24%
MISCELLANEOUS EXPENSE	-	-	-	0.00%
OFFICE SUPPLIES & EXPENSE	3,480.92	3,028.33	452.59	0.74%
OUTSIDE SERVICES/CONTRACT LABOR	27,239.96	31,161.67	(3,921.71)	5.80%
POWER PURCHASED	28,015.02	29,070.17	(1,055.15)	5.97%
PROPERTY/LIABILITY & INJURIES INSURANCE	5,671.09	4,065.17	1,605.92	1.21%
REGULATORY COMMISSION	6,108.69	2,445.00	3,663.69	1.30%
RENEWAL & REPLACEMENT	13,451.98	33,313.33	(19,861.35)	2.87%
RENT EXPENSE	-	-	-	0.00%
TAXES	3,263.89	2,210.00	1,053.89	0.70%
TRANSPORTATION	2,698.90	5,987.17	(3,288.27)	0.57%
UTILITIES	3,288.99	2,733.33	555.66	0.70%
WATER PURCHASED				0.00%
TOTAL EXPENSES	469,450.48	477,938.33	(8,487.85)	100.00%
NET SURPLUS (DEFICIT)	27,969.83	29,931.33	(1,961.50)	

# GHCPSD - COMBINED INCOME STATEMENT FOR THE PERIOD 07/01/2023 -08/31/2023

	ACTUAL	BUDGET	VARIANCE	% OF TOTAL
INCOME				
DOMESTIC SERVICE/LATE CHGS	908,748.88	888,535.33	20,213.55	97.18%
FACILITIES CHARGE	5,000.00	5,000.00	-	0.53%
INTEREST INCOME	167.85	245.00	(77.15)	0.02%
MISCELLANEOUS/RECONNECT FEES	7,500.29	972.00	6,528.29	0.80%
QUIET DELL LEASE	1,000.00	1,000.00	-	0.11%
TAP FEES	4,500.00	950.00	3,550.00	0.48%
UNUSUAL CHARGE	8,164.05	32,601.00	(24,436.95)	0.87%
TOTAL INCOME	935,081.07	929,303.33	5,777.74	100.00%
EXPENSES				
ACCT, BILLING, & COLLECTING	13,569.38	16,752.17	(3,182.79)	1.57%
BRIDGEPORT SANITARY BOARD	7,858.54	17,130.00	(9,271.46)	0.91%
TOWN OF WORTHINGTON	6,095.02	25,000.00	(18,904.98)	
CHEMICALS	5,956.75	2,529.83	3,426.92	0.69%
CLARKSBURG SANITARY BOARD	5,217.63	3,571.67	1,645.96	0.60%
DEBT SERVICE	273,981.42	273,443.33	538.09	31.68%
DIRECTORS FEES	1,600.00	2,125.00	(525.00)	0.18%
EMP. BEN./GROUP INSURANCE/PENSION COSTS	29,103.68	24,473.17	4,630.51	3.36%
LAB SERVICE	1,764.20	3,112.00	(1,347.80)	0.20%
LABOR	124,398.62	103,304.67	21,093.95	14.38%
MAINTENANCE	73,253.65	56,672.50	16,581.15	8.47%
MISCELLANEOUS EXPENSE	6.00	-	6.00	0.00%
OFFICE SUPPLIES & EXPENSE	4,333.48	3,200.00	1,133.48	0.50%
OUTSIDE SERVICES/CONTRACT LABOR	37,304.26	44,706.17	(7,401.91)	4.31%
POWER PURCHASED	34,415.46	36,709.33	(2,293.87)	3.98%
PROPERTY/LIABILITY & INJURIES INSURANCE	11,965.25	9,266.67	2,698.58	1.38%
REGULATORY COMMISSION	13,085.62	4,402.00	8,683.62	1.51%
RENEWAL & REPLACEMENT	33,870.46	43,850.00	(9,979.54)	3.92%
RENT EXPENSE	5,000.00	5,150.00	(150.00)	0.58%
TAXES	8,986.37	6,993.33	1,993.04	1.04%
TRANSPORTATION	5,885.33	12,922.50	(7,037.17)	0.68%
UTILITIES	4,405.74	4,432.83	(27.09)	0.51%
WATER PURCHASED	162,894.32	179,711.00	(16,816.68)	18.83%
TOTAL EXPENSES	864,951.18	879,458.17	(14,506.99)	100.00%
NET SURPLUS (DEFICIT)	70,129.89	49,845.17	20,284.72	:

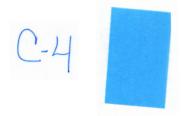
# GREATER HARRISON COUNTY PSD - SEWER Statement of Cash Flows August 2023

OPERATING ACTIVITIES		
Net Income (Loss)	\$	9,498.53
Adjustments to reconcile Net Income		
to net cash provided by operations:		
Accounts Payable	\$	(13,678.87)
Customer Deposits	\$	2,686.20
Payroll Liabilities	\$	5,567.94
Due (From) To Water Fund	\$	(67,401.96)
Net cash provided by Operating Activities	\$	(63,328.16)
INVESTING ACTIVITIES		
1450 · WORK IN PROGRESS:Row's & Land	\$	(100,000.00)
Fixed Assets Project	\$	-
Net cash provided by Investing Activities	\$	(100,000.00)
FINANCING ACTIVITIES		
	\$	-
Sinking Fund Transfers	\$	-
Draw on Bond & Grants	\$	99,251.11
Net cash provided by Financing Activities	\$	99,251.11
Net cash increase (decrease) for period	\$	(64,077.05)
Cash at beginning of period	\$	2,347,645.66
Cash at beginning of period  Cash at end of period	\$	2,347,645.66 <b>2,283,568.61</b>
Cash at end of period	\$	2,283,568.61
Cash at end of period	\$	2,283,568.61
Cash at end of period  Unrestricted Cash	\$	2,283,568.61
Cash at end of period  Unrestricted Cash  Restricted Cash	\$	<b>2,283,568.61</b> 986,291.44
Cash at end of period  Unrestricted Cash  Restricted Cash  Construction Account	<b>\$</b> \$	986,291.44 1,876.90
Cash at end of period  Unrestricted Cash  Restricted Cash  Construction Account Depreciation Reserve	\$ \$ \$	2,283,568.61 986,291.44 1,876.90 326,611.52
Unrestricted Cash  Restricted Cash  Construction Account Depreciation Reserve Rural Development Reserve	\$ \$ \$ \$	2,283,568.61 986,291.44 1,876.90 326,611.52 290.40
Unrestricted Cash  Restricted Cash Construction Account Depreciation Reserve Rural Development Reserve Bond Commission Sweep	<b>\$</b> \$ \$ \$ \$ \$	2,283,568.61 986,291.44 1,876.90 326,611.52 290.40 74,203.83
Unrestricted Cash  Restricted Cash Construction Account Depreciation Reserve Rural Development Reserve Bond Commission Sweep ARPA	\$ \$ \$ \$ \$ \$ \$	2,283,568.61 986,291.44 1,876.90 326,611.52 290.40 74,203.83 100.00
Unrestricted Cash  Restricted Cash Construction Account Depreciation Reserve Rural Development Reserve Bond Commission Sweep ARPA SB 234	\$ \$ \$ \$ \$ \$ \$	2,283,568.61 986,291.44 1,876.90 326,611.52 290.40 74,203.83 100.00 35,000.00
Unrestricted Cash  Restricted Cash Construction Account Depreciation Reserve Rural Development Reserve Bond Commission Sweep ARPA SB 234 Customer Deposits	<b>\$ \$ \$ \$ \$ \$ \$ \$ \$ \$</b>	2,283,568.61 986,291.44 1,876.90 326,611.52 290.40 74,203.83 100.00 35,000.00 59,194.52
Cash at end of period  Unrestricted Cash  Restricted Cash Construction Account Depreciation Reserve Rural Development Reserve Bond Commission Sweep ARPA SB 234 Customer Deposits CD-Customer Deposits	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	2,283,568.61 986,291.44 1,876.90 326,611.52 290.40 74,203.83 100.00 35,000.00 59,194.52 100,000.00
Cash at end of period  Unrestricted Cash  Restricted Cash Construction Account Depreciation Reserve Rural Development Reserve Bond Commission Sweep ARPA SB 234 Customer Deposits CD-Customer Deposits CD-Depreciation Reserve	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	2,283,568.61 986,291.44 1,876.90 326,611.52 290.40 74,203.83 100.00 35,000.00 59,194.52 100,000.00 600,000.00
Cash at end of period  Unrestricted Cash  Restricted Cash Construction Account Depreciation Reserve Rural Development Reserve Bond Commission Sweep ARPA SB 234 Customer Deposits CD-Customer Deposits CD-Depreciation Reserve CD-Rural Development Reserve	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	2,283,568.61 986,291.44 1,876.90 326,611.52 290.40 74,203.83 100.00 35,000.00 59,194.52 100,000.00 600,000.00 25,000.00
Cash at end of period  Unrestricted Cash  Restricted Cash Construction Account Depreciation Reserve Rural Development Reserve Bond Commission Sweep ARPA SB 234 Customer Deposits CD-Customer Deposits CD-Depreciation Reserve CD-Rural Development Reserve CD-SB 234	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	2,283,568.61 986,291.44 1,876.90 326,611.52 290.40 74,203.83 100.00 35,000.00 59,194.52 100,000.00 600,000.00 25,000.00 75,000.00

\$ -

# GREATER HARRISON COUNTY PSD - WATER Statement of Cash Flows August 2023

OPERATING ACTIVITIES		
Net Income (Loss)	\$	(19,461.02)
Adjustments to reconcile Net Income		
to net cash provided by operations:		
Accounts Receivable	\$	39.11
Accounts Payable	\$	7,751.64
Customer Deposits	\$	1,875.36
Due (From) To Sewer Fund	\$	67,401.96
Net cash provided by Operating Activities	\$	57,607.05
INVESTING ACTIVITIES		
Fixed Assets Projects	\$	(250.00)
	\$	-
Net cash provided by Investing Activities	\$	(250.00)
FINANCING ACTIVITIES		
5.5 Agreement	\$	-
Grants	\$	
Net cash provided by Financing Activities	\$	-
Net cash increase (decrease)for period	\$	57,357.05
Cash at beginning of period	\$	1,193,552.16
Cash at end of period	\$	1,250,909.21
Unrestricted Cash	\$	674,823.81
Bootsisted Cook		
Restricted Cash	•	97,607.76
Depreciation Reserve  Bond Commission Sweep	\$ \$	26,503.00
Construction	\$	45.00
ARPA	\$	100.00
SB 234	\$	35,000.00
Customer Deposits	\$	31,829.64
CDCustomer Deposits	\$	60,000.00
CD-Depreciation Reserve	\$	250,000.00
CD-SB 234	\$	75,000.00
Total Restricted Cash	\$	576,085.40
Total Unrestricted & Restricted Cash	\$	1,250,909.21
	\$	-



# EAST VIEW PUBLIC SERVICE DISTRICT 1655 PHILIPPI PIKE CLARKSBURG, WV 26301

#### MEETING MINUTES

The regular meeting of the East View Public Service District was held on Tuesday, September 12, 2023, at noon.

Those in attendance: Mike Blake, James Harbert (via phone due to Covid), Thomas Bryant (via phone due to work obligations),

Dawn Hogue, Laura Guzzi, Dave Layton and Jane Bryant.

#### FINANCIAL:

WV Municipal Bond - \$2838 USDA Rural Development Loan - \$1081 Clarksburg Water Board - \$2577.13 Clarksburg Sanitary Board - \$4925.77 Payroll - \$3480 CWCR Account - \$579.92 HNB 2.5 % - \$459 CWCR-S Account - \$296.32 WV State Auditor - \$345 Advantage Computer - \$775 R and J Flooring - \$673.29 First Data - \$24.42 PSC - \$464.16 Frontier - \$81 Hope Gas - \$284 Unifirst - \$66.88 Bennett & Dobbin - \$450 Mon Power - \$156.98 HNB - \$76.60 Enterprise Sanitation - \$43.38 Federal Deposit - \$875.87 (Withholdings) State of WV Deposit - \$172 Withholdings) The Town of Anmoore - \$35.08 Miss Utility of WV - \$16.80 USPS - \$234.30 Unemployment - \$200.64

### New Business:

Misc - \$235.84

1. Discussed Clarksburg Sanitary Board rate increase.

2. Discussed future rate increases.

\*\*\*Went into executive session to discuss and voted on consolidation with Clarksburg Water Board.

#### Old Business:

1. Discussed the Special meeting that was held, August 2, 2023, at 6:00 pm for the public to attend who can't normally make our noon meetings. Patsy Trecost, Harrison County Commissioner, Jason Myer, General Manager of the CWB, Tim Stranko, CWB lawyer, John Workman, Clarksburg Public Works and City Manager, Tiffany Fell was in attendance.

They presented the advantages of consolidating the water with Clarksburg Water Board. Questions concerning the sewage, the building and the employees were unclear.

Most of the people attending were Anmoore water customers that were complaining about the 68% water rate increase by the Town of Anmoore but are East View PSD sewage.

# WE DISCUSSED CONSOLIDATING WITH CWB AND DECIDED TO TABLE THE BOARD VOTE UNTIL MORE INFORMATION CAN BE OBTAINED:

We discussed the information below in trying to arrive at a decision.

- 1. WV MUNICIPAL BOND will be paid in full within 3 years.
- 2. USDA Rural Development will be paid in full within 3.5 years.
- 3. Bennett and Dobbins will be looking into another water rate increase.
- 4. Indecision of the future of the East View Evelyn Postlewait Community Center.
- 5. Inability to show placement of the current staff.

It was brought up that with both of our debts being paid in full within 3.5 years, we could pursue a grant, Bond or USDA loan for updates to our systems in the future.

It was expressed openly by the Public that they are against any decision to consolidate.





September 14, 2023

Harrison County Commission 301 W Main Street Clarksburg, WV 26301

Re: All County Fire Protection Funding

### Commissioners:

During the recent Interim Session of the WV Legislature, a bill was passed and signed by Governor Jim Justice providing \$3,000,000 to an All County Fire Protection Fund. These funds are to be distributed in relative proportion to each county's population as a percentage of the entire state's population. This percentage is then used to allocate the county's portion of the \$3,000,000 fund.

I am pleased to announce the first allocation of these funds. Your county should be receiving \$109,705.85 as part of the All County Fire Protection Fund distribution.

The legislation requires my office to distribute these funds directly to County Commissions. County Commissions are further required to distribute these funds to fire departments in those counties for the exclusive benefit of fire protection or emergency services in the county.

A second allocation of funds will be distributed in the near future to counties which have in place a countywide excess levy, or a countywide fee, dedicated to fire or emergency services.

Jim Justice