

**Wednesday, February 28, 2024
11:00 A.M.**

The Harrison County **General Services Building 229 South Third St.** 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.

Join Zoom Meeting

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

Dial: 1-646-568-7788

Meeting ID: 762 816 0712

Passcode: 26301

Appointments:

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

NEW BUSINESS – Action Items for Consideration or Approval:

- 1. Public Comment Period**
- 2. Consent Agenda**
- 3. Payroll Change Notices:**
 - A. Tyara Martin --- Completion of Training --- 911 --- Effective 03-10-2024**
 - B. Mikayla Shepherd --- New Hire --- 911 --- Effective 03-10-2024**
 - C. Zoey Sloan --- New Hire --- 911 --- Effective 03-10-2024**
 - D. Shawn Moore --- Discharge --- Effective 02-23-2024**
- 4. Minutes and /or Amended Minutes of Previous Meeting:**
 - A. Board of Review and Equalization Minutes --- 02-12-2024**
- 5. Requisitions --- Purchase Orders --- Invoices**
 - A. Vendor List of Payments**
- 6. Exonerations --- Corrective Tickets --- Joint Property Application:**
 - A. Exhibit A Exonerations**
 - B. Exhibit B Corrective Tickets**
- 7. Review – Discuss – Consider Access Remediation Letter Agreement**
 - A. Edward and Janis Flanigan --- 100 Factory Street Clarksburg, WV**
 - B. William Strother --- 724 Miners Way Shinnston, WV**
- 8. Review – Discuss – Consider Region 4 Local Governance Structure – Appointment of Representative to committee**

9. Consideration of Approval of a Project Fund Requisition for the payment of costs associated with the project to be financed from proceeds of the Series 2019 Bonds issued for the Charles Pointe Economic Opportunity Development District, Series 2021 A & B (Development District No. 3 White Oaks Project No. 2) & Series 2008 A (Charles Pointe Project No. 2 – North Land Bay Improvements:
 - A. Requisition for Payment No. (02/28/2024) --- UMB Bank --- \$ 1,380.33
10. Review – Discuss - Consider GSA Update --- (Potential Executive Session Pursuant to 6-9A-4(b)(9) to Consider Matters Involving or Affecting the Purchase, Sale or Lease of Property, Advance Construction Planning, the investment of Public Funds or Other Matters Involving Commercial Competition, which if Made Public, Might Adversely Affect the Financial or Other Interest of the County)
11. 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: **(NONE)**
12. Review - Discuss - Consider Orders and Election Orders as Presented by the Clerk: **(NONE)**
13. Administrator’s Report
14. Commissioner Comments – Questions

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

- A. Weekly Fiduciary Report from the County Clerk
 1. 02-14-2024 thru 02-20-2024
- B. Monthly Fiduciary Commission Settlements: **(NONE)**
- C. Monthly Minutes/Financial Information from Various Boards, Committees and Public Service
 1. Greater Harrison PSD --- Regular Meeting Minutes --- 01-25-2024

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)

3-A

PAYROLL CHANGE NOTICE

DATE OF CHANGE 03-10-24	EMPLOYEE #	SOCIAL SECURITY NO	
NAME TYARA MARTIN		ADDRESS	
PHONE	CITY/STATE/ZIP	DEPARTMENT 911	SHIFT

THE CHANGE(S):

<input checked="" type="checkbox"/> All Applicable Boxes	FROM	TO
<input type="checkbox"/> DEPARTMENT		
<input type="checkbox"/> JOB		
<input type="checkbox"/> SHIFT	PG 3-1	PG 4-1
<input checked="" type="checkbox"/> RATE		\$ 34,884
<input type="checkbox"/> ADDRESS/PHONE		
<input type="checkbox"/> BENEFIT PLAN		
<input type="checkbox"/> OTHER _____		
<input type="checkbox"/> OTHER _____		

THE REASON FOR THE CHANGE(S):

<input type="checkbox"/> HIRED	<input checked="" type="checkbox"/> PROBATIONARY PERIOD COMPLETED
<input type="checkbox"/> RE-HIRED	<input type="checkbox"/> LENGTH OF SERVICE INCREASE
<input type="checkbox"/> PROMOTION	<input type="checkbox"/> RE-EVALUATION OF EXISTING JOB
<input type="checkbox"/> DEMOTION	<input type="checkbox"/> RESIGNATION
<input type="checkbox"/> TRANSFER	<input type="checkbox"/> RETIREMENT
<input type="checkbox"/> MERIT INCREASE	<input type="checkbox"/> LAYOFF
<input type="checkbox"/> WAGE SCALE CHANGE	<input type="checkbox"/> DISCHARGE
<input type="checkbox"/> LEAVE OF ABSENCE FROM _____ (DATE) UNTIL _____ (DATE)	
TYPE OF LEAVE _____ 3-10-2024	
<input type="checkbox"/> OTHER (Explain) EFFECTIVE 03-10-2024	
COMPLETION OF TRAINING PROGRAM	
UPGRADE TO TELECOMMUNICATOR	

AUTHORIZATION:

EMPLOYEE SIGNATURE	DATE
SUPERVISOR SIGNATURE <i>Andrew D. Bailey</i>	DATE 02-21-24
HUMAN RESOURCES MANAGER <i>[Signature]</i>	DATE 2-23-24



PAYROLL CHANGE NOTICE

3-B

DATE OF CHANGE 03-10-24	EMPLOYEE #	SOCIAL SECURITY NO	
NAME Mikayla Shepherd		ADDRESS	
PHONE	CITY/STATE/ZIP	DEPARTMENT 911	SHIFT

THE CHANGE(S):

<input checked="" type="checkbox"/> All Applicable Boxes	FROM	TO
<input type="checkbox"/> DEPARTMENT		PG 3-1
<input checked="" type="checkbox"/> JOB		\$33,144
<input type="checkbox"/> SHIFT		
<input type="checkbox"/> RATE		
<input type="checkbox"/> ADDRESS/PHONE		
<input type="checkbox"/> BENEFIT PLAN		
<input type="checkbox"/> OTHER _____		
<input type="checkbox"/> OTHER _____		

THE REASON FOR THE CHANGE(S):

<input checked="" type="checkbox"/> HIRED	<input type="checkbox"/> PROBATIONARY PERIOD COMPLETED
<input type="checkbox"/> RE-HIRED	<input type="checkbox"/> LENGTH OF SERVICE INCREASE
<input type="checkbox"/> PROMOTION	<input type="checkbox"/> RE-EVALUATION OF EXISTING JOB
<input type="checkbox"/> DEMOTION	<input type="checkbox"/> RESIGNATION
<input type="checkbox"/> TRANSFER	<input type="checkbox"/> RETIREMENT
<input type="checkbox"/> MERIT INCREASE	<input type="checkbox"/> LAYOFF
<input type="checkbox"/> WAGE SCALE CHANGE	<input type="checkbox"/> DISCHARGE
<input type="checkbox"/> LEAVE OF ABSENCE FROM _____ (DATE) UNTIL _____ (DATE)	
TYPE OF LEAVE _____	
<input type="checkbox"/> OTHER (Explain) New hire E911 Telecommunicator Trainee	

AUTHORIZATION:

EMPLOYEE SIGNATURE	DATE
SUPERVISOR SIGNATURE	DATE
HUMAN RESOURCES MANAGER SIGNATURE	DATE

PAYROLL CHANGE NOTICE 3-C

DATE OF CHANGE 3-10-24	EMPLOYEE #	SOCIAL SECURITY NO	
NAME Zoey Sloan		ADDRESS	
PHONE	CITY/STATE/ZIP	DEPARTMENT 911	SHIFT

THE CHANGE(S):

<input checked="" type="checkbox"/> All Applicable Boxes	FROM	TO
<input type="checkbox"/> DEPARTMENT		PG 3-1
<input checked="" type="checkbox"/> JOB		\$33,144
<input type="checkbox"/> SHIFT		
<input type="checkbox"/> RATE		
<input type="checkbox"/> ADDRESS/PHONE		
<input type="checkbox"/> BENEFIT PLAN		
<input type="checkbox"/> OTHER _____		
<input type="checkbox"/> OTHER _____		

THE REASON FOR THE CHANGE(S):

<input checked="" type="checkbox"/> HIRED	<input type="checkbox"/> PROBATIONARY PERIOD COMPLETED
<input type="checkbox"/> RE-HIRED	<input type="checkbox"/> LENGTH OF SERVICE INCREASE
<input type="checkbox"/> PROMOTION	<input type="checkbox"/> RE-EVALUATION OF EXISTING JOB
<input type="checkbox"/> DEMOTION	<input type="checkbox"/> RESIGNATION
<input type="checkbox"/> TRANSFER	<input type="checkbox"/> RETIREMENT
<input type="checkbox"/> MERIT INCREASE	<input type="checkbox"/> LAYOFF
<input type="checkbox"/> WAGE SCALE CHANGE	<input type="checkbox"/> DISCHARGE
<input type="checkbox"/> LEAVE OF ABSENCE FROM _____ (DATE) UNTIL _____ (DATE)	
TYPE OF LEAVE _____	
<input type="checkbox"/> OTHER (Explain) New Hire E911 Telecommunicator Trainee	

AUTHORIZATION:

EMPLOYEE SIGNATURE	DATE
SUPERVISOR SIGNATURE <i>[Signature]</i>	DATE 02/03/2024
HUMAN RESOURCES MANAGER <i>[Signature]</i>	DATE 2/23/2024



3-D

PAYROLL CHANGE NOTICE

DATE OF CHANGE 2/23/2024	EMPLOYEE #	SOCIAL SECURITY NO
NAME Shawn Moore		ADDRESS
PHONE	CITY/STATE/ZIP	DEPARTMENT 731
		SHIFT

THE CHANGE(S):

<input checked="" type="checkbox"/> All Applicable Boxes	FROM	TO
<input type="checkbox"/> DEPARTMENT		
<input type="checkbox"/> JOB		
<input type="checkbox"/> SHIFT		
<input type="checkbox"/> RATE		
<input type="checkbox"/> ADDRESS/PHONE		
<input type="checkbox"/> BENEFIT PLAN		
<input type="checkbox"/> OTHER _____		
<input type="checkbox"/> OTHER _____		

THE REASON FOR THE CHANGE(S):

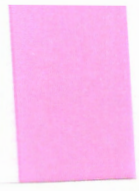
<input type="checkbox"/> HIRED	<input type="checkbox"/> PROBATIONARY PERIOD COMPLETED
<input type="checkbox"/> RE-HIRED	<input type="checkbox"/> LENGTH OF SERVICE INCREASE
<input type="checkbox"/> PROMOTION	<input type="checkbox"/> RE-EVALUATION OF EXISTING JOB
<input type="checkbox"/> DEMOTION	<input type="checkbox"/> RESIGNATION
<input type="checkbox"/> TRANSFER	<input type="checkbox"/> RETIREMENT
<input type="checkbox"/> MERIT INCREASE	<input type="checkbox"/> LAYOFF
<input type="checkbox"/> WAGE SCALE CHANGE	<input checked="" type="checkbox"/> DISCHARGE
<input type="checkbox"/> LEAVE OF ABSENCE FROM _____ (DATE)	UNTIL _____ (DATE)
TYPE OF LEAVE _____	
<input type="checkbox"/> OTHER (Explain) _____	

AUTHORIZATION:

EMPLOYEE SIGNATURE	DATE
SUPERVISOR SIGNATURE	DATE 2/23/2024
HUMAN RESOURCES MANAGER	DATE 2/23/2024



4-A



Monday February 12, 2024

The Commission sat as a Board of Review and Equalization

Commissioners Susan Thomas was present. Commissioners David Hinkle and Commissioner Patsy Trecost II were present via phone. Also present were Laura Pysz-Laulis, County Administrator, Micah Fisher, Deputy County Clerk, and Joseph Romano, Assessor.

Commissioner Thomas opened the meeting.

No one was scheduled and no one appeared. Commissioner Trecost moved to recess the Board of Review and Equalization and reconvene on Wednesday February 14, 2024 at 11:00 am. Commission concurred.

Susan Thomas, President

Date

5-A

Date of Meeting	February 28, 2024	Invoice - Quote								
Department Name	Vendor Name	Description Note	General County Fund	E-911	Vital Services Levy Fund	Community Corrections	Community Improvement Fund	ARPA Fund	QUOTES	Other as Needed
Commission	U S Bank	Greater Harrison	\$38.31							
Commission	Thomson Reuters	Online Software	\$553.52							
Commission	Hart Office	Copier Rental	\$53.96							
Commission	Clarksburg Water Board	Service	\$93.33							
Commission	Town of Nutter Fort	Service	\$496.77							
Commission	FedEX	Postage	\$42.80							
Commission	Advantage Technology	Monthly Agreement	\$3,810.00							
Commission	Visual Edge	Copier Rental	\$275.17							
Commission	A-1 Exterminating	Pest Control	\$563.25							
Commission	Hart Office	Toner	\$196.20							
Commission	Hope Gas	Service	\$2,067.19							
Commission	Hart Office	Copier Rental	\$129.43							
Commission	Simmerman Law	Service	\$25,557.10							
Commission	WV Corp	Workers Compensation	\$32,617.75							
Commission	The Arc of Harrison Co.	Plaza Cleaning	\$300.00							
Commission	Emcore Services	HVAC Repairs	\$13,913.00							
Commission	Harrison Co. Board of Edu	Fuel Charges	\$12,533.32							
Maintenance	Sandy's	Supplies	\$47.27							
Maintenance	Sandy's	Supplies	\$86.59							
Maintenance	Robertson Heating Supply	Supplies	\$22.79							
Maintenance	Michael, Inc	Repairs to Generator	\$110.00							
Maintenance	Lowe's	Supplies	\$190.95							
Maintenance	Uline	Supplies	\$1,028.92							
Maintenance	Hi Touch	Copy Paper	\$1,440.00							
Maintenance	State Electric	Light Bulbs	\$273.60							
Maintenance	Chem-Aqua	Broiler Water Treatment	\$300.00							
HC Senior Center	Chem-Aqua	Broiler Water Treatment			\$261.05					
Law Enforcement	U S Cellular	Cellular Account	\$2,697.11							
Law Enforcement	FBINAA Eastern PA Chapter	Training	\$250.00							
Law Enforcement	Benny's Boot Hill	Safety Toe Shoes	\$269.82							
Law Enforcement	Hart Office Solutions	Toner	\$381.15							
Law Enforcement	Command Communications	Batteries for Radios	\$205.90							
Law Enforcement	Project Lifesaver	Supplies	\$519.28							
911	BRG Precision	Wall Clocks		\$678.62					\$678.62	
911	Police Legal Sciences	Online Training		\$4,800.00						
911	APCO International	Recertification		\$30.00						
911	APCO International	Recertification		\$30.00						
911	APCO International	Recertification		\$30.00						
911	UniFirst	Carpet Runner Rental		\$62.25						
911	APCO International	REcertification		\$636.00						
911	APCO International	Recertification		\$90.00						
911	A-1 Exterminating	Pest Control		\$75.00						
911	R.D. Wilson	Supplies		\$18.02						
911	Frontier	Data Circuit		\$766.00						
911	Lowe's	Supplies		\$189.99						
911	APCO International	Recertification		\$30.00						
911	APCO International	Recertification		\$30.00						

Date of Meeting	February 28, 2024	Invoice - Quote								
Department Name	Vendor Name	Description Note	General County Fund	E-911	Vital Services Levy Fund	Community Corrections	Community Improvement Fund	ARPA Fund	QUOTES	Other as Needed
911	Mon Power	Shinnston Tower		\$466.37						
911	Mon Power	Salem Tower		\$504.34						
Circuit Clerk	Hart Office Solutions	Toner	\$900.00							
Circuit Clerk	Hart Office Solutions	Toner	\$150.00							
Courts	Brenda Hinkle	Mental Hygiene Services	\$253.47							
Animal Control	Ace Aggregates	Gravel Parking Lot			\$334.24					
Animal Control	Hope Gas	Service			\$1,150.00					
Animal Control	Audubon Animal Clinic	Service			\$60.00					
Animal Control	Audubon Animal Clinic	Service			\$525.00					
Animal Control	Mon Power	Service			\$216.44					
Security	Command Communications	Battery for Radio			\$303.85					
Assessor	Visual Edge	Toner	\$301.98							
Assessor	WV Association of Co.	Conference	\$940.00							
County Clerk	AI-Allegheny Systems	Installed Mesh Cage	\$1,095.00							
County Clerk	Hart Office	Toner	\$690.00							
County Clerk	Amazon	Supplies	\$309.81							
County Clerk	Uline	Envelopes	\$80.00							
County Clerk	Amazon	Shipping Labels	\$19.57							
County Clerk	Exponent Telegram	Legal Ad	\$245.86							
Park & Rec	TLG Printing	Vinyl Banner			\$150.00					
Park & Rec	Sandy's	Supplies			\$46.12					
Park & Rec	MPE	Scrubber Rental			\$164.85					
Park & Rec	RD Wilson	Stripper Pads			\$208.48					
Park & Rec	UniFirst	Weekly Rug			\$29.08					
Park & Rec	Sign Tech Wholesale	Banner			\$704.18					
Park & Rec	Visual Edge	Copier Charge			\$15.47					
Planning	Source Graphics	Toner	\$84.00						\$84.00	
Prosecuting Attorney	Rachel Romano	Reimbursement	\$163.75							
Prosecuting Attorney	Matthew Bender	Code Books	\$688.45							
Prosecuting Attorney	AT&T Mobility	Service	\$137.10							
Prosecuting Attorney	Harrison Co. Prosecuting Atty	2024 Conference	\$79.34							
Prosecuting Attorney	Truist Bank	Various Charges	\$7,891.74							
			\$115,094.55	\$8,436.59	\$4,168.76	\$0.00	\$0.00	\$0.00		\$0.00
					Grand Total :	\$127,699.90				

Date of Meeting	February 28, 2024	Invoice - Quote								
Department Name	Vendor Name	Description Note	General County Fund	E-911	Vital Services Levy Fund	Community Corrections	Community Improvement Fund	ARPA Fund	QUOTES	Other as Needed
_____	_____	DATE _____	_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	DATE _____	_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	DATE _____	_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____

6-A

Exhibit A Exonerations

Amount

RE 453 Andrick, Jeremy T	\$ 99.17
RE 454 Ayotte, Charmagne & Walter L Skinner	\$ 2.32
RE 455 Davis, Eric L & Joyce A	\$ 175.52
RE 456 Davis, Eric L & Joyce A	\$ 177.34
RE 457 Davis, Eric L & Joyce A	\$ 184.78
RE 458 Davis, Eric L & Joyce A	\$ 163.19
RE 459 Moon, Stephanie Jean	\$ 449.92
RE 460 Moon, Stephanie Jean	\$ 454.63
RE 461 Osbourn, Donna	\$ 232.80
RE 462 Moon, Stephanie Jean	\$ 453.26
TOTAL:	\$ 2,293.76

EXONERATIONS

RE 453

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 Trecoast II

On the 28th day of February, 2024 issued the following order, which was made and entered, to-wit:

Upon application of DMCNEMAR for **ANDRICK JEREMY T** whose address is, 1456 JONES RUN RD LUMBERPORT, WV 26386, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **136560** on **9.90 AS JONES RUN**, Class **2** in **EAGLE-OUTSIDE**, Harrison County, West Virginia, which should have been assessed at **128040**, Class **2** in and for the year **2023**, resulting in a difference in assessed value of **8520**. 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 applied for Farm exemption & was granted. The exemption was not applied. Exonerate a value of 8520 at a Class 2 rate of levy to correct the overcharge.

District: **09 - EAGLE-OUTSIDE**
Account No. **6213117**
Ticket No. **28963**
Tax Year **2023**

Amount Exonerated: \$ 99.17

PRESENT: Prosecuting Attorney
(or)

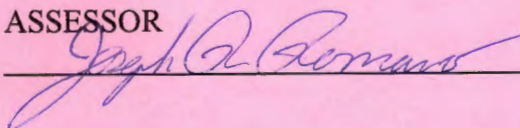
APPROVED: President, County Commission

PRESENT: Tax Commissioner

ORDER ENTERED TO STATE AUDITOR

ATTEST: County Clerk

ASSESSOR



EXONERATIONS

RE 454

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 Trecoast II

On the 28th day of February, 2024 issued the following order, which was made and entered, to-wit:

Upon application of DMCNEMAR for **AYOTTE CHARMAGNE & WALTER L SKINNER II** whose address is, C/O AYOTTE, CHARMAGNE ESTATE 24 354 SKINNER HOLLOW RD WALLACE, WV 26448, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **200** on **2 LOTS (.02 AC) SKINNER FAMILY CEMETARY**, Class **2** in **SARDIS**, 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 **200**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, in and for the year **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 is a cemetery & should have been tax exempt. It was erroneously left as taxable. Exonerate a value of 200 at a Class 2 rate of levy to correct the overcharge. ***CANCEL

TICKET***

District: **14 - SARDIS**
Account No. **6994623**
Ticket No. **44146**
Tax Year **2023**

Amount Exonerated: \$ 2.32

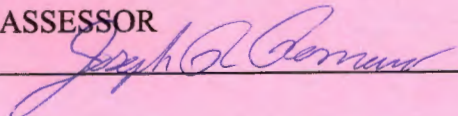
PRESENT: Prosecuting Attorney
(or)

APPROVED: President, County Commission

PRESENT: Tax Commissioner

ORDER ENTERED TO STATE AUDITOR

ATTEST: County Clerk

ASSESSOR


RE455

EXONERATIONS

STATE OF WEST VIRGINIA

COUNTY OF HARRISON

Real Estate

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

David Hinkle

Susan J. Thomas

Patsy Trecost II

On the 28th day of February, 2024 issued the following order, which was made and entered, to-wit:

Upon application of DMCNEMAR for **DAVIS ERIC L & JOYCE A** whose address is, 44 CAMP RUN RD WALLACE, WV 26448, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **61440** on **1 AC TENMILE (1984 14X70 M/HOME)**, Class **2** in **SARDIS**, Harrison County, West Virginia, which should have been assessed at **46220**, Class **2** in and for the year **2020**, resulting in a difference in assessed value of **15220**. 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 above mentioned property has a shed on it. The shed erroneously had an override value on it causing it to be overpriced. Exonerate a value of 15220 at a Class 2 rate of levy to correct the overcharge.

District: **14 - SARDIS**
Account No. **6135808**
Ticket No. **44602**
Tax Year **2020**

Amount Exonerated: \$ 175.52

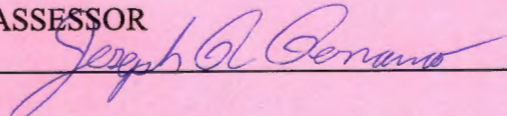
PRESENT: Prosecuting Attorney
(or)

APPROVED: President, County Commission

PRESENT: Tax Commissioner

ORDER ENTERED TO STATE AUDITOR

ATTEST: County Clerk

ASSESSOR


RE456

EXONERATIONS

STATE OF WEST VIRGINIA

COUNTY OF HARRISON

Real Estate

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

David Hinkle

Susan J. Thomas

Patsy Trecost II

On the 28th day of February, 2024 issued the following order, which was made and entered, to-wit:

Upon application of DMCNEMAR for **DAVIS ERIC L & JOYCE A** whose address is, 44 CAMP RUN RD WALLACE, WV 26448, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **61980** on **1 AC TENMILE (1984 14X70 M/HOME)**, Class **2** in **SARDIS**, Harrison County, West Virginia, which should have been assessed at **46750**, Class **2** in and for the year **2021**, resulting in a difference in assessed value of **15230**. 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 a shed on it. The shed erroneously had an override value on it causing it to be overpriced. Exonerate a value of 15230 at a Class 2 rate of levy to correct the overcharge.

District: **14 - SARDIS**
Account No. **6135808**
Ticket No. **44694**
Tax Year **2021**

Amount Exonerated: \$ 177.34

PRESENT: Prosecuting Attorney
(or)

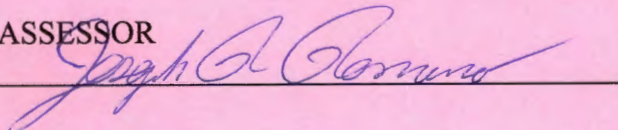
APPROVED: President, County Commission

PRESENT: Tax Commissioner

ORDER ENTERED TO STATE AUDITOR

ATTEST: County Clerk

ASSESSOR



EXONERATIONS

RE457

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 Trecoast II

On the 28th day of February, 2024 issued the following order, which was made and entered, to-wit:

Upon application of DMCNEMAR for **DAVIS ERIC L & JOYCE A** whose address is, 44 CAMP RUN RD WALLACE, WV 26448, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **62820** on **1 AC TENMILE (1984 14X70 M/HOME)**, Class **2** in **SARDIS**, Harrison County, West Virginia, which should have been assessed at **47140**, Class **2** in and for the year **2022**, resulting in a difference in assessed value of **15680**. 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 a shed on it. The shed erroneously had an override value on it causing it to be overpriced. Exonerate a value of 15680 at a Class 2 rate of levy to correct the overcharge.

District: **14 - SARDIS**
Account No. **6135808**
Ticket No. **44949**
Tax Year **2022**

Amount Exonerated: \$ 184.78

PRESENT: Prosecuting Attorney
(or)

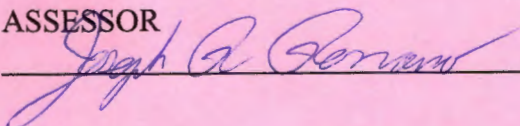
APPROVED: President, County Commission

PRESENT: Tax Commissioner

ORDER ENTERED TO STATE AUDITOR

ATTEST: County Clerk

ASSESSOR



RE458

EXONERATIONS

STATE OF WEST VIRGINIA

COUNTY OF HARRISON

Real Estate

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

David Hinkle

Susan J. Thomas

Patsy Trecoast II

On the 28th day of February, 2024 issued the following order, which was made and entered, to-wit:

Upon application of DMCNEMAR for **DAVIS ERIC L & JOYCE A** whose address is, 44 CAMP RUN RD WALLACE, WV 26448, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **63180** on **1 AC TENMILE (1984 14X70 M/HOME)**, Class **2** in **SARDIS**, Harrison County, West Virginia, which should have been assessed at **49160**, Class **2** in and for the year **2023**, resulting in a difference in assessed value of **14020**. 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 a shed on it. The shed erroneously had an override value on it causing it to be overpriced. Exonerate a value of 14020 at a Class 2 rate of levy to correct the overcharge.

District: **14 - SARDIS**
Account No. **6135808**
Ticket No. **45309**
Tax Year **2023**

Amount Exonerated: \$ 163.19

PRESENT: Prosecuting Attorney
(or)

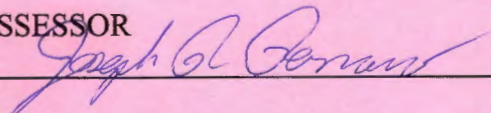
APPROVED: President, County Commission

PRESENT: Tax Commissioner

ORDER ENTERED TO STATE AUDITOR

ATTEST: County Clerk

ASSESSOR



RE 459

EXONERATIONS

STATE OF WEST VIRGINIA

COUNTY OF HARRISON

Real Estate

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

David Hinkle

Susan J. Thomas

Patsy Trecost II

On the 28th day of February, 2024 issued the following order, which was made and entered, to-wit:

Upon application of DMCNEMAR for **MOON STEPHANIE JEAN** whose address is, 790 ZACHS RUN RD MOUNT CLARE, WV 26408, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **72420** on **124.60 AS ZACKS RUN**, Class **2** in **ELK**, Harrison County, West Virginia, which should have been assessed at **33780**, Class **2** in and for the year **2021**, resulting in a difference in assessed value of **38640**. 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:

Dwelling listed on property has been razed for sometime. Exonerate a value of 38640 at a Class 2 rate of levy to correct the overcharge.

District: **11 - ELK**
Account No. **6059178**
Ticket No. **37447**
Tax Year **2021**

Amount Exonerated: \$ 449.92

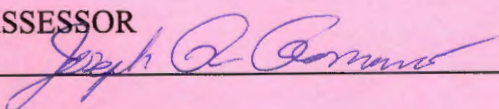
PRESENT: Prosecuting Attorney
(or)

APPROVED: President, County Commission

PRESENT: Tax Commissioner

ORDER ENTERED TO STATE AUDITOR

ATTEST: County Clerk

ASSESSOR


RE460

EXONERATIONS

STATE OF WEST VIRGINIA

COUNTY OF HARRISON

Real Estate

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

David Hinkle

Susan J. Thomas

Patsy Trecoast II

On the 28th day of February, 2024 issued the following order, which was made and entered, to-wit:

Upon application of DMCNEMAR for **MOON STEPHANIE JEAN** whose address is, 790 ZACHS RUN RD MOUNT CLARE, WV 26408, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **72360** on **124.60 AS ZACKS RUN**, Class **2** in **ELK**, Harrison County, West Virginia, which should have been assessed at **33780**, Class **2** in and for the year **2022**, resulting in a difference in assessed value of **38580**. 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:

Dwelling listed on property has been razed for sometime. Exonerate a value of 38580 at a Class 2 rate of levy to correct the overcharge.

District: **11 - ELK**
Account No. **6059178**
Ticket No. **37627**
Tax Year **2022**

Amount Exonerated: \$ 454.63

PRESENT: Prosecuting Attorney
(or)

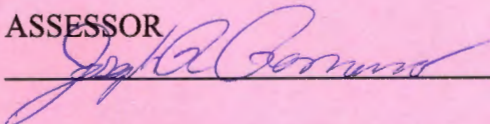
APPROVED: President, County Commission

PRESENT: Tax Commissioner

ORDER ENTERED TO STATE AUDITOR

ATTEST: County Clerk

ASSESSOR



RE461

EXONERATIONS

STATE OF WEST VIRGINIA

COUNTY OF HARRISON

Real Estate

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

David Hinkle

Susan J. Thomas

Patsy Trecoast II

On the 28th day of February, 2024 issued the following order, which was made and entered, to-wit:

Upon application of DMCNEMAR for **OSBOURN DONNA** whose address is, 3759 HOOD AVE WORTHINGTON, WV 26591, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **53290** on **PT 1 LOT PT 4 (.57 AC) HILLVIEW TERRACE (DWLG & POOL)**, Class **2** in **CLAY-OUTSIDE**, Harrison County, West Virginia, which should have been assessed at **33290**, Class **2** in and for the year **2023**, 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 **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 should have had homestead exemption but the exemption was erroneously left off. Exonerate a value of 20000 at a Class 2 rate of levy to correct the overcharge.

District: **05 - CLAY-OUTSIDE**
Account No. **6983679**
Ticket No. **15800**
Tax Year **2023**

Amount Exonerated: \$ 232.80

PRESENT: Prosecuting Attorney
(or)

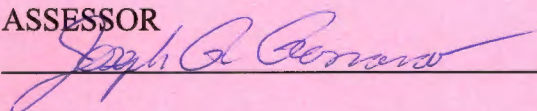
APPROVED: President, County Commission

PRESENT: Tax Commissioner

ORDER ENTERED TO STATE AUDITOR

ATTEST: County Clerk

ASSESSOR



EXONERATIONS

RE 4162

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 Trecoast II

On the 28th day of February, 2024 issued the following order, which was made and entered, to-wit:

Upon application of DMCNEMAR for **MOON STEPHANIE JEAN** whose address is, 790 ZACHS RUN RD MOUNT CLARE, WV 26408, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **73800** on **124.60 AS ZACKS RUN**, Class **2** in **ELK**, Harrison County, West Virginia, which should have been assessed at **34860**, Class **2** in and for the year **2023**, resulting in a difference in assessed value of **38940**. 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:

Dwelling listed on property has been razed for sometime. Exonerate a value of 38940 at a Class 2 rate of levy to correct the overcharge.

District: **11 - ELK**
Account No. **6059178**
Ticket No. **37892**
Tax Year **2023**

Amount Exonerated: \$ 453.26

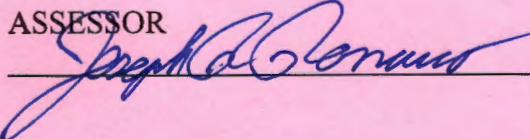
PRESENT: Prosecuting Attorney
(or)

APPROVED: President, County Commission

PRESENT: Tax Commissioner

ORDER ENTERED TO STATE AUDITOR

ATTEST: County Clerk

ASSESSOR


6-B



Exhibit B Corrective Tickets

Amount

RE 460 Stout, Thurman Jr & Kelley Ann Gogan

\$391.52

TOTAL:

\$391.52

CORRECTIVE TICKET

RE 460

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 Trecoast II

On the 28th day of February, 2024 issued the following order, which was made and entered, to-wit:

Upon application of DMCNEMAR for **STOUT THURMAN JR & KELLY ANN GOGAN** whose address is, 1612 FAIRMONT AVE CLARKSBURG, WV 26301, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **25440** on **1 LOT PT #8 PIKE ST**, Class 3/4 in **COAL-CLARKSBURG**, Harrison County, West Virginia, which should have been assessed at **25440**, 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 property is owner occupied & should have been Class 2, it was erroneously left at Class 4. Create a ticket value of 25440 (L-7320 B-18120) at a Class 2 rate of levy to properly assess and allow discounts and half year payments as afforded all taxpayers.

District **08 - COAL-CLARKSBURG**
Account No. **6047716**
Ticket No. **28236**
Tax Year **2023**

Amount Exonerated: **\$783.04**
Corrected Ticket Amount: **\$ 391.52**
TIF: **#4**

PRESENT: Prosecuting Attorney
(or)

APPROVED: President, County Commission

PRESENT: Tax Commissioner

ORDER ENTERED TO STATE AUDITOR

ATTEST: County Clerk

ASSESSOR

Joseph A. Donovan

7-A

ACCESS AND REMEDIATION LETTER AGREEMENT

This **ACCESS AND REMEDIATION LETTER AGREEMENT** ["Agreement"] is made and entered into to be effective as of the 30th day of January, 2027, by and among the Harrison County Commission, West Virginia, ("the Commission"), and Edward & Janis Flanigan, Individuals (collectively "the Parties").

RECITALS

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

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

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

AGREEMENT

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

TERMS OF THE AGREEMENT

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

- That the Parties property located at District 7, Map 111, Parcel 327.J is a nuisance in Harrison County, West Virginia – and the provisions herein apply as to this parcel, and the materials situate thereon.
- That the Parties shall refrain from allowing construction materials, tires or material/car/rubbish parts to be deposited on his/her properties within Harrison County, or to accumulate on their properties within Harrison County.
- The Parties shall allow the Commission to remove all such materials, construction materials, tires, car parts/rubbish/trailers and other unsightly and offensive materials on Flanigans' property situate within the County, no sooner than fifteen (15) days of the execution of Agreement, at a time convenient to the Commission or its contractors. **THIS FIFTEEN (15) DAY TIMEFRAME IS INSERTED HEREIN SO THAT Edward and Janis Flanigan HAS TIME TO REMOVE PERSONAL ITEMS.**

- The Parties hereby authorizes the Commission, and its authorized agents, representatives and contractors to enter upon the Parties property situate in Harrison County, West Virginia for the purpose of satisfying the terms and conditions, and intent, of this Agreement. Stated differently, the Parties expressly vests in the Commission, and its authorized agents, representatives and contractors, a temporary, unrestricted construction easement to complete the work and remediation contemplated by this Agreement – said easement terminating upon the completion of remediation work to the sole and lone satisfaction of the Commission – consistent with this Agreement.
- The Parties unconditionally waives, releases, acquits and forever discharges the Commission, and its authorized employees, officers, directors, partners, shareholders, affiliates agents, representatives and contractors or and from any and all claims, actions, causes of actions, demands, rights, damages, costs, expenses, right of contribution or compensation whatsoever, direct or indirect, known or unknown, foreseen or unforeseen, on account of or in any way related to the remediation of their parcel in Harrison County, West Virginia, and the presence of the Commission, and/or its authorized employees, officers, directors, partners, shareholders, affiliates agents, representatives and contractors on the Parties property/the Parcel.
- The Commission states that it shall attempt to schedule and coordinate all remediation work with the Parties, and shall attempt to utilize cost-effective contractors.
- The Parties also specifically grants a construction/remediation lien for the full amount of the actual, paid expense necessary to remediate the nuisance conditions located on their parcel in Harrison County, West Virginia, to the benefit of the Harrison County Commission; and consents to the recordation of said lien in any and all relevant county offices and indexes by the Harrison County Commission.
- The Parties covenants that they shall refrain prospectively from maintaining a nuisance on their parcel located in Harrison County, West Virginia. Among others, The Parties will not cause, directly or indirectly, vehicles, trailers, or garbage (abandoned or otherwise) to accumulate on their property.
- The Parties tenders one dollar (1.00) unto the Commission as consideration for this Agreement and specifically agrees that the Parties shall not challenge this Agreement for lack of consideration.

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

REPRESENTATIONS AND WARRANTIES

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

GOVERNING LAW

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

COUNTERPARTS

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

FURTHER ASSURANCES

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

UNKNOWN AND UNANTICIPATED DAMAGES

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

HEADINGS

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

MUTUAL DRAFTING

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

ENTIRE AGREEMENT; AMENDMENT

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

SEVERABILITY

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

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

THE HARRISON COUNTY COMMISSION, WEST VIRGINIA

By: _____

Its: _____

Dated: _____

Ed & Janis
Eddie & Janis Flanigan

Its owner

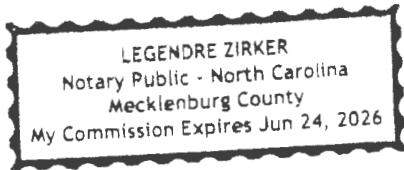
Dated: 1/30/24

The foregoing Agreement was acknowledged before me this 30th day of January,
2024 by Edward and Janis Flanigan

My commission expires June 24, 2026

Legendre Zirker
NOTARY PUBLIC

[SEAL]



[insert Exhibit 1 – Nuisance Packet]

ACCESS AND REMEDIATION LETTER AGREEMENT

This **ACCESS AND REMEDIATION LETTER AGREEMENT** ["Agreement"] is made and entered into to be effective as of the 26th day of January, 2024, by and among the Harrison County Commission, West Virginia, ("the Commission"), and William C Strother, Individuals (collectively "the Parties").

RECITALS

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

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

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

AGREEMENT

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

TERMS OF THE AGREEMENT

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

- That the Parties property located at District 05, Tax Map 920, Parcel 849 is a nuisance in Harrison County, West Virginia – and the provisions herein apply as to this parcel, and the materials situate thereon.
- That the Parties shall refrain from allowing construction materials, tires or material/car/rubbish parts to be deposited on her properties within Harrison County, or to accumulate on their properties within Harrison County.
- The Parties shall allow the Commission to remove all such materials, construction materials, tires, car parts/rubbish/trailers and other unsightly and offensive materials William C Strother property situate within the County, no sooner than fifteen (15) days of the execution of Agreement, at a time convenient to the Commission or its contractors. **THIS FIFTEEN (15) DAY TIMEFRAME IS INSERTED HEREIN SO THAT William C Strother HAS TIME TO REMOVE PERSONAL ITEMS.**

- The Parties hereby authorizes the Commission, and its authorized agents, representatives and contractors to enter upon the Parties property situate in Harrison County, West Virginia for the purpose of satisfying the terms and conditions, and intent, of this Agreement. Stated differently, the Parties expressly vests in the Commission, and its authorized agents, representatives and contractors, a temporary, unrestricted construction easement to complete the work and remediation contemplated by this Agreement – said easement terminating upon the completion of remediation work to the sole and lone satisfaction of the Commission – consistent with this Agreement.
- The Parties unconditionally waives, releases, acquits and forever discharges the Commission, and its authorized employees, officers, directors, partners, shareholders, affiliates agents, representatives and contractors or and from any and all claims, actions, causes of actions, demands, rights, damages, costs, expenses, right of contribution or compensation whatsoever, direct or indirect, known or unknown, foreseen or unforeseen, on account of or in any way related to the remediation of their parcel in Harrison County, West Virginia, and the presence of the Commission, and/or its authorized employees, officers, directors, partners, shareholders, affiliates agents, representatives and contractors on the Parties property/the Parcel.
- The Commission states that it shall attempt to schedule and coordinate all remediation work with the Parties, and shall attempt to utilize cost-effective contractors.
- The Parties also specifically grants a construction/remediation lien for the full amount of the actual, paid expense necessary to remediate the nuisance conditions located on their parcel in Harrison County, West Virginia, to the benefit of the Harrison County Commission; and consents to the recordation of said lien in any and all relevant county offices and indexes by the Harrison County Commission.
- The Parties covenants that they shall refrain prospectively from maintaining a nuisance on their parcel located in Harrison County, West Virginia. Among others, The Parties will not cause, directly or indirectly, vehicles, trailers, or garbage (abandoned or otherwise) to accumulate on their property.
- The Parties tenders one dollar (1.00) unto the Commission as consideration for this Agreement and specifically agrees that the Parties shall not challenge this Agreement for lack of consideration.

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

REPRESENTATIONS AND WARRANTIES

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

GOVERNING LAW

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

COUNTERPARTS

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

FURTHER ASSURANCES

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

UNKNOWN AND UNANTICIPATED DAMAGES

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

HEADINGS

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

MUTUAL DRAFTING

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

ENTIRE AGREEMENT; AMENDMENT

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

SEVERABILITY

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

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

THE HARRISON COUNTY COMMISSION, WEST VIRGINIA

By: _____

Its: _____

Dated: _____

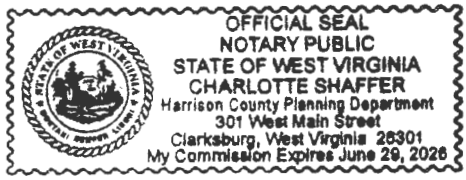
By William Strother

Its cover

Dated: 1-26-2024

The foregoing Agreement was acknowledged before me this 26 day of January, 2024, by William Strother

My commission expires June 29, 2026



Charlotte Shaffer

NOTARY PUBLIC

[SEAL]

[insert Exhibit 1 – Nuisance Packet]

MONONGALIA COUNTY COMMISSION

243 HIGH STREET, ROOM 202
COURTHOUSE
MORGANTOWN, WEST VIRGINIA 26505

8

Jeffrey L. Arnett, Commissioner
Thomas C. Bloom, Commissioner
Sean P. Sikora, Commissioner



Telephone: 304 291-7257

January 31, 2024

Harrison County Commission
Attention: Commission President
301 West Main Street
Clarksburg, WV 26301

RE: Region 4 Local Governance Structure – Appointment of a representative to committee

Dear Sir or Madam,

On January 25, 2024, representatives from the local governments in Region 4 met to discuss how the governance structure should be dictated to facilitate project submissions to the WV First Foundation. Attached are the minutes of the meeting for your reference.

Among the attendees in person and via web conference, it was determined that the committee will consist of 26 members and made up in the following manner:

- One member appointed by the County Commission within the county
- One member appointed to represent municipal governments within the county
Please note: If there are multiple municipalities within the county, the municipal governments of that county will need to meet and appoint one individual that will represent the municipalities
- Members are not required to be an individual holding an elected position

We are requesting that the name and contact information of your selected representative be submitted to the Monongalia County Commission no later than March 1. Once the list of appointees is compiled, we will send out a complete listing to all local governments. Information can be sent to rmcclure@monongaliacounty.gov or via regular mail to: 243 High Street Room 202, Morgantown, WV 26505.

If you have any questions, please contact me at your earliest convenience.

We look forward to hearing from you.

For the Commission,

Renetta McClure
County Administrator
Monongalia County Commission

REGION 4 LOCAL GOVERNMENTS
DISCUSSION ON REGIONAL GOVERNANCE STRUCTURE
JANUARY 25, 2024
9:30 A.M.

1. Call to Order

2. Welcome from Monongalia County Commissioner Tom Bloom

3. Roll Call of Local Governments

- Richard Roach, Mayor, Town of Gassaway
- Lisa Godwin, Commissioner, Braxton County Commission
- Kim Harrison, Mayor, Town of West Union
- Mark Rogers, Interim City Manager, City of Bridgeport
- Lexie Mayfield, Recorder, Town of Lumberport
- David Hinkle, President, Harrison County Commission
- Agnes Queen, President, Lewis County Commission
- Priscilla Hamilton, Finance Director, City of Fairmont
- Lt. Mike Keller, City of Fairmont Police Department
- Charlie Rosic, Mayor, Town of Grant Town
- Lora Michael, Mayor, City of Mannington
- Mike Basnett, Mayor, Town of Worthington
- Lloyd White, BOH, Marion County Commission Representative
- Craig Corkrean, Chief of Police, Town of Granville
- Sharon Doyle, Mayor, Town of Star City
- Tom Bloom, Commissioner, Monongalia County Commission
- Jeff Arnett, Commissioner, Monongalia County Commission
- James Cottrell, Mayor, Town of Masontown
- Rita Nicholson, Town Clerk, Town of Tunnelton
- Don Smith, President, Preston County Commission
- Samantha Stone, Commissioner, Preston County Commission
- Hunter Thomas, Commissioner, Preston County Commission
- Jerry Marco, Mayor, City of Elkins
- Kevin Stead, City Manager, City of Grafton
- Alan Tomson, Mayor, Town of Davis
- Bruce Kolsun, Mayor, City of Parsons
- Kristie Tenney, President, Upshur County Commission
- Laura Pysz, County Administrator, Harrison County Commission
- Tina Helmick, County Administrator, Lewis County Commission
- Paula Graves, City of Fairmont
- Annette Wright, City of Clarksburg
- Tiffany Fell, City Manager, City of Clarksburg
- Bobby Stewart, Commissioner, Lewis County Commission

4. Discussion topics

a. Regional Governance Structure

Commissioner Bloom presented two options for the regional governance structure. Option one would be one representative from each county. Option two is each

county would choose one representative from the county and the cities would also choose one representative.

A motion was made by Agnes Queen, Lewis County Commission, for option two, for each county to choose one representative from the county and the cities would also choose one representative. The motion was seconded by Mayor Al Tomson, Town of Davis. Commissioner Queen clarified the motion to add that the representatives should be an elected official with the county and an elected official within the city.

An amendment to the motion was made by Interim City Manager Mark Rogers, City of Bridgeport, that would allow selections from counties and cities to be anyone of their choosing, and not be required to be an elected official of those jurisdictions. Motion was seconded by Lloyd White, Marion County Commission representative. The motion for the amendment was unanimously carried.

The body voted for the original motion by Commissioner Queen to proceed with option two, that would designate that the regional governance structure be made up of one representative from the county, and one representative chosen by the municipalities within that county for a total of 26 members. Motion passed 21-1 in favor of the original motion.

A motion was made by Commissioner Kristie Tenney, Upshur County Commission and seconded by Lloyd Wright to have the Monongalia County Commission send out notifications to each municipality and County Commission to name an appointee and have names submitted to Commissioner Bloom by March 1, 2024. The motion was carried unanimously.

b. Process to identify projects for Region 4 to submit to WV First Foundation

A motion was made by Mayor Jerry Marco, City of Elkins, and seconded by City Manager Kevin Stead, City of Grafton to send a letter to WV First Foundation stating the Region 4 Local Governments are in the process of selecting individuals to meet and choose projects for the WV First Foundation to fund and ask the First Foundation to provide rules for submitting projects. The motion was carried unanimously.

5. Proposal of next meeting date

A motion was made by Commissioner Queen and seconded by Lisa Mace Godwin, President, Braxton County Commission for the Region 4 Local Governments to meet on a quarterly basis. The motion was unanimously carried.

6. Adjournment

A motion was made by Commissioner Godwin, seconded by Lloyd White and unanimously carried to adjourn.

9-A

**FORM OF REQUISITION
FOR PAYMENT FROM SERIES A
ADMINISTRATIVE EXPENSE FUND**

**The County Commission of Harrison County
(West Virginia)
Tax Increment Revenue and Refunding Bonds
(Charles Pointe Project No. 2- North Land Bay Improvements)
Series 2008 A**

**To: UMB Bank
120 South Sixth Street Suite 1400
Minneapolis, MN 55402**

REQUISITION FOR PAYMENT NO. (02/28/24)

THE COUNTY COMMISSION OF HARRISON COUNTY (the "Issuer"), by its duly Authorized Representatives, hereby certifies, in connection with this Requisition for Payment from Series A Administrative Expense Fund (the "Requisition") under a Development Agreement for the above captioned bonds (the "Series 2008 A Bonds"), dated March 5, 2008 (the "Development Agreement") between the Issuer and the Developer, that:

1. Terms used herein and not otherwise defined herein shall have the meanings given such terms in the Development Agreement or the Indenture of Trust for the Series 2008 A Bonds, dated March 5, 2008 as supplemented and amended (the "Series 2008 A Trust Indenture") between the Issuer and UMB Bank as substitute trustee under the Series 2008 A Trust Indenture.

2. The amount requested to be transferred from the Revenue Fund to the Series A Administrative Expense Fund is necessary to pay Administrative Expenses incurred during the preceding six month period.

3. The amount requested to be disbursed from the Series A Administrative Expense Fund by this Requisition: (a) is a portion of the Administrative Expenses authorized for funding under the Series 2008 A Trust Indenture and Development Agreement, and (b) is an authorized expenditure under the Project Plan and the Act.

4. The total amount requested to be transferred from the Revenue Fund to the Series A Administrative Expense Fund pursuant to this Requisition is **\$1,380.33**

5. The total amount requested to be disbursed from the Series A Administrative Expense Fund pursuant to this Requisition is **\$1,380.33** As set forth in the invoices attached hereto, of the total amount of such disbursement:

- (a) \$ -0- is to be paid to the Developer as reimbursement to the Developer for an invoice or statement previously paid by the Developer to an entity that is not affiliated with the Developer; and
- (b) **\$1,380.33** is to be paid to a third party payee that is not affiliated with the Developer or on a joint basis to the Developer and such a third party payee with respect to an expense previously incurred.

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

IN WITNESS WHEREOF, this Requisition has been duly executed by the Issuer by its duly Authorized Representative this **28th day of February, 2024.**

THE COUNTY COMMISSION OF
HARRISON COUNTY

By: _____
Its President

Schedule I
to Requisition

Copies of Invoices or Statements
(Attached)

UMB Bank	Invoice #970087	Dated: 02/14/2024	\$1,380.33
		Total	\$1,380.33



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

Invoice 970087

Invoice Date: February 14, 2024
 Account Number: 141961.1
 Administrator: Teri Donofrio
 Phone Number: (612) 337-7005
 Email: Teresa.Donofrio@umb.com

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

Billing Period: January 1, 2024 through January 31, 2024

Prior Balance:	\$5,918.32
Payments Received as of February 7, 2024	\$1,964.66
Adjustments	\$ 0.00
Outstanding Balance:	\$3,953.66

Current Billing Period:	
Current Period Fees	\$1,380.33
Total Fees Due	\$5,333.99

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

Account Number: 141961.1
 Invoice Number: 970087
 Remit Balance \$5,333.99

Payment Due Upon Receipt

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

Check Enclosed \$ _____

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

WIRE PAYMENT INSTRUCTIONS:

UMB Bank, N.A. Kansas City, Missouri
 ABA No. 101 000 695
 SWIFT BIC/Code UMKCUS44
 BNF Account 98 0000 6823
 BNF Name Trust
 Reference 970087
 Attention Fee Processing



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

Invoice 970087

Account Detail
Charles Pointe Project 2008AB

Account Number: 141961.1

Administrative Fees

Administration Fee	\$458.33
Administrative Fees Total	\$458.33

Transaction Fees

Volume Based

Security Location	Transaction Type	Security Type	Volume	Rate	Fees	Adjustment to Min/Max	Location Total
	Default Specialist		1.00	745.00	745.00		
	Default Administration Fees		0.30	590.00	177.00		922.00

Volume Based Total: 1.30 922.00

Transaction Fees Total \$922.00

Account Total \$1,380.33



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

Invoice 970087

Statement of Receivables

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

Invoice Number	Invoice Date	Bill Period	Amount Receivable	Aged
965630	December 20, 2023	November 1, 2023 to November 30, 2023	2,447.33	49 days
968160	January 17, 2024	December 1, 2023 to December 31, 2023	1,506.33	21 days
Total Balance Due			3,953.66	

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United States of America

State of West Virginia



County of Harrison, ss:

Clerk's Fiduciary Report

Estate from Wednesday, February 14, 2024, through Tuesday, February 20, 2024

The County Commission of Harrison County this day proceeded to examine the report of the Clerk of the Commission of the Fiduciary and Probate matters had before him 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, February 15, 2024, the following matters were disposed of in the presence of the Clerk:

The said estate of FOREST G PERINE, deceased was referred to ROBERT L GREER, a FIDUCIARY COMMISSIONER for the Harrison County, for settlement thereof.

More than 31 days since the date of death or the surviving spouse or heir, upon a motion, DAVID MAYLE was appointed and qualified as ADMINISTRATOR of the estate of ALLEN RAY GEORGE, deceased. Bond was 10,000.00.

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

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

On, Friday, February 16, 2024, the following matters were disposed of in the presence of the Clerk:

A duly copy of the last will and testament of MARGARET ANN COLE, deceased, late a resident of KANAWHA, WEST VIRGINIA, was admitted to record.

A duly exemplified copy of the last will and testament of KATHLEEN EDWARDS FITZMAURICE, deceased, late a resident of FAYETTE, KENTUCKY, was admitted to record.

A duly exemplified copy of the last will and testament of CHARLES GERALD BIGLER, deceased, late a resident of TRAVIS, TEXAS, was admitted to record.

On, Tuesday, February 20, 2024, the following matters were disposed of in the presence of the Clerk:

The said estate of LEONARD STEPHEN PRESTON, deceased was referred to JAMES A VARNER, a FIDUCIARY COMMISSIONER for the Harrison County, for settlement thereof.

More than 31 days since the date of death or the surviving spouse or heir, upon a motion, HAROLD W VANHORN was appointed and qualified as SUCCESSOR of the estate of JOLENE NESTER, deceased. No bond was required.

A duly exemplified copy of the last will and testament of **DONNA HAMMOND**, deceased, late a resident of **HARDFORD, MARYLAND**, was admitted to record.

A duly exemplified copy of the last will and testament of **LEAH J OLSON**, deceased, late a resident of **SARASOTA, FLORIDA**, was admitted to record.

A duly exemplified copy of the last will and testament of **EDNA M DENINNO**, deceased, late a resident of **SARASOTA, FLORIDA**, was admitted to record.

A duly exemplified copy of the last will and testament of **HAROLD R KENDALL**, deceased, late a resident of **LAKE, FLORIDA**, was admitted to record.

Q-1

PO Box 190
West Milford, WV
26451

Phone: 304-745-3463
Fax: 304-745-5327

www.greaterharrison.com



Greater Harrison County Public Service District

At the regular meeting of Greater Harrison County PSD held on Thursday January 25, 2024, Chairman James Scudere, Treasurer Ruth Ann Messenger, Member Thomas Michael and Gary Auvil were present. Also present were Bill Hoover, General Manager, Zack Dobbins of Bennett and Dobbins, Kylea Radcliff of Thrasher Engineering, Sam Harrold of Mountain State Law and Michael Crimm of Crimm Law.

1. Minutes and/or Amended Minutes of Previous Meeting: Michael moved to approve minutes. Board concurred.
2. Public Comment Period: No one present
3. Patrick Lesmann – P&B Services provided by Bill Hoover
General update –All operating well. Issue with pipe at plant will need repair at approximately \$8,000 for material list.
4. Zack Dobbins – Bennett and Dobbins
 - 4.1 Drawdown #5 for Rt. 20 Quiet Dell presented. Michael moved to approve as presented. Board concurred.
Drawdown #43 for Phase II/Rt. 73 presented. Michael moved to approve as presented. Board concurred.
 - 4.2 Coons Run Auditor Selection – recommend 5 current board members. Michael moved for board to be audit committee. Board concurred.
 - 4.3 Coons Run RFP – provided details on proposals received. Ferrari and Associates provided RFP. Michael moved to select Ferrari and Associates. Board concurred. Signatures required on RFP.
5. Finance Report provided by Ruth Ann Messenger
Leonard moved to approve financial transactions. Board concurred. Zack Dobbins provided detail on expenses.
6. Thrasher Group, Inc.
 - 6.1 Sewer
 - 6.1.a Phase II
 - Working with Bill on mobile unit for sludge management.
 - 6.1.b Enterprise Project
 - All items for project have been completed.
 - 6.1.c Quiet Dell
 - Everything is settled, Jack Jacobs has not signed the final yet. Morgan Haymond is working on these. Fish and Wildlife’s initial letter received don’t believe any issues. Environmental resources are good on project. Working with Circle Drive home owner’s association. Line designs are complete. All right of ways has been drafted. Second right of way meeting will be on January 31st with Nutterfort.
 - 6.1.d Woodstock Heights Sanitary Sewer Extension Project
 - Had conference call which included Zack and all information was provided. Should be able to bid early spring.
 - Discussed future with P&B with reduced package plants.
 - 6.1.e 10-year plan Sewer
 - Nothing new presented. Will review around mid-year.
 - 6.1.f River Crossings
 - We qualify for the waiver under “Baba”. In beginning stages at this point.
 - 6.2 Water
 - 6.2.a Overall Water Project
 - Working through final design. Working on tank size for Valley of Good Hope. Bill added information on 17 feet of exposed pipe, may have to add directional drill at entrance of Buffalo by Evans Service Center.

6.2.b Buffalo Lake Road Water Line Extension

- Still waiting on reply from AML.

6.2.c 10-year Plan Water

- Nothing new presented.

7. Bill Hoover – General Manager

7.1 Water

7.1.a Water loss overall 35%, VGH 22%, LCMC 48% and QD 21%. Coon's Run water loss was at 19%.

7.1.b Water Leak Report – Lost Creek/Mount Clare repaired 4 main and 1 service lines.

7.1.c Very few meter bottoms have frozen. Discussed Fair Oaks water loss numbers. Still working on cloudy water at Stevens Run, discussed possible options to resolve.

7.2 Sewer

7.2.a General Update – Pump station working well this winter. Working better with one employee designated to stations.

7.2.b Administrator selection for sewer river crossing – Only received one reply which was from JD Utility. Michael moved to select JD Utility. Board concurred.

7.3 Good of the District

7.3.a General Update

7.3.b Election of Officers – Michael moved to nominate James Scudere, Ruth Ann Messenger and Raymond Leonard as officers. Board concurred.

7.3.c Sale of Unit #2 – Motion to sell Unit 2 for \$100.00 to Flemington Sanitary Board made by Michael. Board concurred.

8. Sam Harold – Mountain State Law

8.1 Working on handbook for employees which is very time consuming.

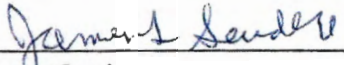
8.2 Requested executive session.

9. Executive Session

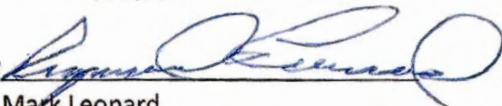
Michael motioned to move into Executive session to discuss outstanding Legal Issues. Board concurred.

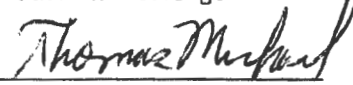
Michael motioned to leave Executive session. Board concurred.

Michael moved to adjourn meeting. Board concurred.

Chairman 
James Scudere

Treasurer _____
Ruth Ann Messenger

Secretary 
Mark Leonard

Member 
Thomas Michael

Member _____
Gary Auvil