

AGENDA
MORGAN COUNTY COMMISSION
77 Fairfax Street, Room 101
Berkeley Springs, WV 25411

September 19, 2018

9:30 AM - Call to Order – The Honorable Kimberly Nickles, Morgan County Clerk

Administration Items

Assessors Exonerations & Consolidations

Approval of Emergency Absentee Voting Policy

Approval of Road Name- Bean Patch Way

Appointment to the HOME Consortium Board- Stefanie Allemong

Approval of resolution for the Courthouse Facilities Improvement Authority grant

Agenda Items

10:00- Continuation of the Estate of John Barker

10:30- Gail Potter- Proclamation for Constitution Week (September 17-23, 2018)

10:45- Nancy Strine, HOME Consortium- Approve Resolution authorizing Morgan County Participation in the Eastern Panhandle Home Consortium of WV for the Period of July 1, 2019 to June 30, 2021

Approve 3 year Housing Consortium Cooperative Agreement between City of Martinsburg and the Counties of Berkeley, Jefferson, and Morgan, WV for the period July 1, 2019 through June 30, 2021

11:00- Decision on WVCheckbook.gov (financial data program showing how the state generates and spends revenue)

11:15- Discussion/Decision on 2018 SB 625- Report Survey for WV County Governments

Consent Agenda

- Meeting Minutes

- Purchase/ Check Logs / Budget Revisions

Items from the Public/Miscellaneous Discussion

Recess

*Times are approximate

**Morgan County Commission Meeting
September 19, 2018**

Members present:

Commissioner Joel Tuttle, President
Commissioner Robert Ford
Commissioner Ken Reed

Staff present: Stefanie Allemong, County Administrator

The meeting was opened by Kimberly Nickles, Honorable County Clerk, at 9:30 a.m.

Administration Items

Assessor's Exonerations

Commissioner Ford made a motion to approve the exoneration in the amount of \$52.37 for Kent Taylor and Roberta Jean Osborne, the parcel was missed being keyed with farm status. President Tuttle voted yea, Commissioner Ford voted yea and Commissioner Reed voted yea. Motion carried.

Taxpayer Error- Larry Wheeler

The County Commission reviewed the exoneration and Commissioner Ford made a motion to postpone the exoneration and have Ginger Johnson, Commission Secretary, contact Mr. Wheeler to see if he will come to the next County Commission meeting to discuss the exoneration.

President Tuttle voted yea, Commissioner Ford voted yea and Commissioner Reed voted yea. Motion carried.

Approval of Emergency Absentee Voting Policy

Commissioner Ford made a motion to approve Heather Tyler, Cathy Spielman, Joyce Spring and Lisa Webster as Emergency Absentee Voting Commissioners for the period of October 31 through noon of November 6, 2018 for the Primary Election. President Tuttle voted yea, Commissioner Ford voted yea and Commissioner Reed voted yea. Motion carried.

Approval of road name- Bean Patch Way

Commissioner Reed made a motion to approve the road name Bean Patch Way. President Tuttle voted yea, Commissioner Ford voted yea and Commissioner Reed voted yea. Motion carried.

Appointment to the HOME Consortium Board- Stefanie Allemong

Commissioner Reed made a motion to appoint Stefanie Allemong, County Administrator to the Eastern Panhandle Home Consortium for a three year term. This term is effective immediately and will expire June 30, 2021. President Tuttle voted yea, Commissioner Ford voted yea and Commissioner Reed voted yea. Motion carried.

Approval of resolution for the Courthouse Facilities Improvement Authority grant

Stefanie Allemong, County Administrator, explained that the county is applying for a Courthouse Facilities Improvement Authority grant to receive funding for upgrades and renovations to the exterior of the Sheriff's Department Building. Commissioner Ford made a motion to amend the resolution stating that the Commission will enter into a contractual agreement to receive funds in the amount of \$50,000 with a 20% cash match and authorizes Joel Tuttle, Commission President to act on its behalf to enter into the contractual agreement with the WV Courthouse Facilities Improvement Authority to receive the funding for the upgrades and renovations to the exterior of the Sheriff Department building. President Tuttle voted yea, Commissioner Ford voted yea and Commissioner Reed voted yea. Motion carried.

Agenda Items

Continuation of the Estate of John Barker

Commissioner Reed made a motion to remove Kimberly Barker-Miller as the Executrix and appoint Alan L. Barker as the Executor of the Estate effective immediately. President Tuttle voted yea, Commissioner Ford voted yea and Commissioner Reed voted yea. Motion carried.

Commissioner Ford made a motion to appoint Jeffrey Barker as Co-Executor at the request of Alan Barker. President Tuttle voted yea, Commissioner Ford voted yea and Commissioner Reed voted yea. Motion carried.

Gail Potter- Proclamation for Constitution Week (September 17-23, 2018)

Commissioner Ford made a motion for the County Commission to hereby proclaim September 17-23, 2018 as Constitution Week. President Tuttle voted yea, Commissioner Ford voted yea and Commissioner Reed voted yea. Motion carried.

Nancy Strine, HOME Consortium- Approve Resolution authorizing Morgan County Participation in the Eastern Panhandle Home Consortium of WV for the period of July 1, 2019-to June 30, 2021

Commissioner Reed made a motion to authorize Joel Tuttle, Morgan County Commission President, to sign the resolution authorizing Morgan County Participation in the Eastern Panhandle Home Consortium of WV for the Period of July 1, 2019 to June 30, 2021. President Tuttle voted yea, Commissioner Ford voted yea and Commissioner Reed voted yea. Motion carried.

Approve 3 year Housing Consortium Cooperative Agreement between City of Martinsburg and the Counties of Berkeley, Jefferson, and Morgan, WV for the period July 1, 2019 through June 30, 2021

Commissioner Reed made a motion authorizing Joel Tuttle, Commission President to sign the Cooperative Agreement between the City of Martinsburg and the Counties of Berkeley, Jefferson, and Morgan, WV for the period July 1, 2019 through June 30, 2021. President Tuttle voted yea, Commissioner Ford voted yea and Commissioner Reed voted yea. Motion carried.

Decision on WVCheckbook.gov (financial data program showing how the state

generates and spends revenue)

Commissioner Ford made a motion for the Commission to purchase and participate in the WVCheckbook.gov financial data program at the cost of \$3100 for the set up and an annual fee of \$1800. President Tuttle voted yea, Commissioner Ford voted yea and Commissioner Reed voted yea. Motion carried. Funds will be taken out of Carryover.

Discussion/Decision on 2018 SB625- Report Survey for WV County Governments

The County Commission along with Stefanie Allemong, County Administrator completed the 2018 SB 625 Report Survey for WV County Governments.

Consent Agenda

Meeting Minutes

Commissioner Ford made a motion to approve the Commission meeting minutes from September 4, September 5 and September 6, 2018. President Tuttle voted yea, Commissioner Ford voted yea and Commissioner Reed voted yea. Motion carried.

Commissioner Ford made a motion to approve the consent agenda. President Tuttle voted yea, Commissioner Ford voted yea and Commissioner Reed voted yea. Motion carried.

Items from the public

Sarah Green approached the Commission and requested that the Commission Meeting recordings be available on the website for the citizens. Ms. Green stated that since the meetings are during the day, a lot of people that work cannot attend but would still like to be aware of what is going on in county government. After discussing, Commissioner Ford made a motion to contact our website tech company regarding putting a link to the website that will allow the audio recordings to be uploaded on the page with the Commission minutes. President Tuttle voted yea, Commissioner Ford voted yea and Commissioner Reed voted yea. Motion carried.

Recess

Commissioner Tuttle made a motion to recess the meeting. President Tuttle voted yea, Commissioner Ford voted yea and Commissioner Reed voted yea. Motion carried.

Minutes submitted by: G. Johnson



Morgan County Commission
77 Fairfax Street, Room 101
Berkeley Springs, WV 25411
304-258-8540

- COMMISSIONERS-

Joel Tuttle
134 Ridgewood Trail
Berkeley Springs
WV 25411
304-258-7958

Robert Ford
9 Barbecue Drive
Berkeley Springs
WV 25411
304-258-4178

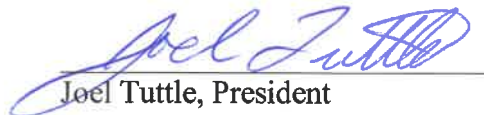
Ken Reed
11348 Martinsburg Rd
Hedgesville
WV 25427
304-258-8540

September 19, 2018

COURT ORDER

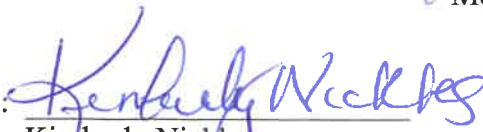
The Morgan County Commission hereby appoints **Stefanie Allemong** to the **EASTERN PANHANDLE HOME CONSORTIUM** for a three year term.

This appointment is effective immediately and will expire June 30, 2021.


Joel Tuttle, President
Morgan County Commission


Robert Ford
Morgan County Commission


Ken Reed
Morgan County Commission

ATTEST: 
Kimberly Nickles
Clerk of the County Commission

RESOLUTION

A RESOLUTION OF THE COUNTY COMMISSION OF MORGAN COUNTY, WEST VIRGINIA AUTHORIZING PARTICIPATION IN THE EASTERN PANHANDLE HOME CONSORTIUM OF WEST VIRGINIA FOR THE PERIOD OF JULY 1, 2019 TO JUNE 30, 2021.

WHEREAS, TITLE II of the National Affordable Housing Act of 1990 provides for the creation of the HOME Investment Partnership Program (hereinafter referred to as "HOME"); and

WHEREAS, the HOME regulations promulgated by the U.S. Department of Housing and Urban Development (HUD) under 24 CFR Part 92 authorizes units of general local government to enter into Housing Consortium Cooperation Agreements; and

WHEREAS, there is a need throughout the Eastern Panhandle of West Virginia to provide affordable housing for the low and moderate-income residents; and

WHEREAS, the City of Martinsburg, County of Berkeley, Town of Hedgesville, County of Jefferson, Town of Bolivar, City of Charles Town, Town of Harpers Ferry, City of Ranson, Corporation of Shepherdstown, County of Morgan, Town of Bath, Town of Paw Paw, West Virginia, have formed a Consortium that has been designated as a Participating Jurisdiction under the HOME Program, thereby entitling the Consortium to seek annual funding; and

WHEREAS, the Eastern Panhandle HOME Consortium is required to seek designation as a HOME Consortium Agreement for the period FY 2019, FY 2020, and FY 2021 in order to seek annual funding; and

WHEREAS, the County Commission of Morgan County entered into a three (3) year Housing Consortium Cooperation Agreement; and

WHEREAS, the County Commission of Morgan County recognizes the need to obtain funding for affordable housing and has identified the HOME Program as a source of funds to meet this need.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSION OF MORGAN, WEST VIRGINIA THAT:

1. The County Commission of Morgan County will cooperate with the City of Martinsburg, County of Berkeley, Town of Hedgesville, County of Jefferson, Town of Bolivar, City of Charles Town, Town of Harpers Ferry, City of Ranson,

Corporation of Shepherdstown, County of Morgan, Town of Bath, Town of Paw Paw, West Virginia, in a Consortium for participation in the HOME Program; and

2. The **President** of the **County Commission of Morgan County** is hereby authorized to enter into a Cooperation Agreement for the period of July 1, 2019 to June 30, 2021 with the other members which form the Eastern Panhandle HOME Consortium of West Virginia; and
3. A copy of this resolution is to be submitted in the request to US. Department of Housing and Urban Development to approve funding of the Eastern Panhandle HOME Consortium of West Virginia for the above Fiscal Year 2019 HOME Investment Partnership Program.

Adopted this 19th day of September, 2018.

BY:


Joel Tuttle, Commission President

ATTEST:


Kimberly Nickles, County Clerk

**HOUSING CONSORTIUM COOPERATION AGREEMENT
BY AND BETWEEN
THE CITY OF MARTINSBURG
AND
THE COUNTIES OF BERKELEY, JEFFERSON AND MORGAN
WEST VIRGINIA**

This **three-year AGREEMENT** is entered into between the City of Martinsburg (hereinafter referred to as "City"); and the Berkeley County Commission for and on behalf of Berkeley County, a political subdivision of the State of West Virginia; the Jefferson County Commission for and on behalf of Jefferson County, a political subdivision of the State of West Virginia; and the Morgan County Commission for and on behalf of Morgan County, a political subdivision of the State of West Virginia (hereinafter referred to as "Counties"), and the incorporated communities contained in each of the above said Counties.

WHEREAS, Title II of the National Affordable Housing Act of 1990 provides for the creation of the HOME Investment Partnerships Program (hereinafter referred to as "HOME"); and

WHEREAS, the HOME regulations established by the U.S. Department of Housing and Urban Development (HUD) at 24 CFR Part 92 authorizes units of general local government to enter into Housing Consortium Cooperation Agreements for three year periods and allows for annual recertification of Consortiums; and

WHEREAS, the City and Counties have determined that obtaining funding under the HOME Program as part of a Consortium Participating Jurisdiction will increase their ability to provide affordable housing for their low income constituencies.

NOW THEREFORE, the parties to this **AGREEMENT** do hereby agree as follows:

SECTION I – DEFINITIONS:

The definitions contained in 24 CFR Part 92, Subpart A., paragraph 92.2 are incorporated herein by reference and made a part hereof, and the terms defined in this section have the meanings given them:

- A. "Act" means Title II, of the Cranston-Gonzalez National Affordable Housing Act of 1990 (Pub. Law 101-625), (42 U.S.C. 12721)
- B. "Consolidated Plan" means the comprehensive planning and application document as set forth in 24 CFR Part 91 and encompasses a local government's housing needs, with a focus on affordable housing for low income families.

- C. "HOME Program" means a procedure established for the use of funds made available from HUD through the Act to carry out multi-year housing strategies through acquisition, rehabilitation and new construction of housing, tenant-based rental assistance, and homebuyer assistance.
- D. "HUD" means the United States Department of Housing and Urban Development.
- E. "Regulations" means 24 CFR Part 92 HOME Investment in Affordable Housing implementing regulations as issued by HUD.
- F. "Member" means a unit of local government which is a signatory to this Agreement and therefore a member of the Consortium for the purpose of carrying out eligible activities under 24 CFR Part 92, (which is the City of Martinsburg, Berkeley County, Jefferson County, and Morgan County).
- G. "Representative Member" means the unit of local government designated hereafter as the one member to act in a representative capacity for all members for the purposes of this agreement. The Representative Member, which is the City of Martinsburg, will be delegated the overall responsibility for ensuring that the Consortium's HOME Program is carried out in compliance with the requirements of 24 CFR Part 92 and will be responsible for the requirements concerning the Consolidated Plan (CP).
- H. "IDIS" means the Integrated Disbursement and Information System (IDIS), HUD's on-line system for draws and reporting for the HOME Program, or any other system that HUD may implement in its place.

SECTION II – PURPOSE:

This Agreement is to form a **CONSORTIUM** of four (4) units of general local government geographically located for designation as a **PARTICIPATING JURISDICTION** under the **ACT**, said **PARTICIPATING JURISDICTION** to be known and hereinafter may be referred to as the Eastern Panhandle HOME Consortium of West Virginia.

The signatory parties agree to cooperate in undertaking, or assisting in undertaking housing assistance activities under the HOME Investment Partnerships Program in compliance with HUD regulations and the local Consolidated Plan of the member jurisdictions.

SECTION III- GENERAL PROVISIONS

- A. The members agree to cooperate in undertaking or to assist in undertaking housing assistance activities in compliance with the applicable Consolidated Plan and the HOME Program.

- B. The members agree to undertake the development of a Consolidated Plan for each year covered by this Agreement.
- C. The members agree to take affirmative action to further fair housing in their jurisdictions. Such actions may include planning, education and outreach, and enforcement.

SECTION IV – ADMINISTRATION:

- A. The City and the Counties, including the incorporated communities in each County, mutually agree that the City of Martinsburg shall act as the Representative Member for all participants in the Eastern Panhandle HOME Consortium for the purposes of the Act.
- B. The City and the Counties, including the incorporated communities in each County, mutually agree that the City of Martinsburg, in its role as Representative Member, is granted the overall responsibility for ensuring that the Eastern Panhandle HOME Consortium’s Program is carried out in compliance with the requirements of the HOME Program.
- C. The City and the Counties, including the incorporated communities in each County, shall participate jointly in the development of the Eastern Panhandle HOME Consortium’s HOME Program. The Consortium will form a council known as the Eastern Panhandle HOME Consortium Council. Each Member of the Consortium will appoint three (3) representatives to the Council. The City and the Counties will mutually agree and appoint a Chairperson of the Council, who will be in addition to the number of representatives appointed by the Member Jurisdictions.
- E. The HOME Consortium Council will define a strategy and programs in sufficient detail to accommodate the collective and individual needs and priorities of any and all of the Members constituting the Eastern Panhandle HOME Consortium. The Members shall review and approve the strategy and programs for the annual use of HOME funds, as well as, have the opportunity to review and approve any program changes or amendments prior to action being taken by the Representative Member’s governing body.
- F. The City and Counties, including the incorporated communities in each County, shall be entitled to the amount of HOME Program funding based on its percentage of the low/moderate income population of the entire Consortium Area, as established by U.S. Census data of the total allocation to the Eastern Panhandle HOME Consortium. Members of the Consortium may elect to combine their allocations to carry out collaborative HOME activities. Any funds allocated to Members but remaining unobligated fifteen (15) months after the initial allocation date will be recaptured and redistributed by the HOME Consortium Council. Any funds recaptured will be offered to the other Members

for reprogramming for eligible activities in accordance with the HOME Program Regulations. The final decision for distribution of these funds will be made by the HOME Consortium Council. If any party terminates this agreement in whole or in part, all work completed and uncompleted on this project will become the property of the remaining parties to this agreement, and the disposition or completion of uncompleted work on the project will become the responsibility of the remaining parties, pursuant to the conditions of this paragraph. Ownership of all personal property acquired by virtue of the execution of or performance under this agreement is vested in the parties, pursuant to the pro-rata share of funds allocated to them, but the parties shall not take legal title to any real property, including, but not limited to, easements.

- G. Nothing in this Agreement will preclude the ability of the City or Counties, including the incorporated communities in each County, either individually or jointly in applying for financial assistance under the State of West Virginia HOME Program. Furthermore, it is expressly agreed and understood that any specific projects eligible for HOME funding may be submitted to the HOME Consortium Council by any Consortium Member, any participating municipality located in Member Counties, any authority, and/or nonprofit housing agency for funding under the Consortium's annual HOME entitlement funds.
- I. Each Member is responsible for submitting in a timely manner to the Representative Member all information necessary for participation in the Eastern Panhandle HOME Consortium as defined in the Regulations. This includes all information necessary for the Consolidated Plan, the Program Description, Certifications, written agreements with sub-recipients and performance reports. The Counties of Berkeley, Jefferson and Morgan will submit this documentation to the City of Martinsburg in order to insure a coordinated effort.
- J. Each Member shall be responsible for any required matching funds for specific eligible projects as determined by HUD submitted by that particular member. However, this does not limit the use of excessive local match from one HOME Member to another, if agreed to by the HOME Consortium Council and the Member which has the excess local match.
- K. Each Member shall be responsible for the following:
 - 1. Appoint three (3) representatives to the Eastern Panhandle HOME Consortium Council.
 - 2. Fill vacancies on the Consortium Council in a timely manner and ensure the attendance of their appointments at meetings.
 - 3. Provide information required for the preparation of revisions to the existing Five Year Consolidated Plan.
 - 4. Conduct an annual housing needs public hearing for the use of HOME funds.

5. Adopt by resolution and renew annually the participation in the Eastern Panhandle HOME Consortium.
 6. Be responsible for determining local housing needs and the use of HOME funds to address those needs.
 7. Provide an annual description of proposed project activities in accordance with the annual budget and distribution of funds.
 8. Provide documentation for matching funds or donations to the HOME Program.
 9. Maintain files and documentation for compliance with Federal regulations and make these files available for review and monitoring by HUD and/or the Representative Member.
 10. Prepare, process and forward requisitions of funds to the Representative Member.
 11. Review and approve any amendment to the Cooperation Agreement.
- L. The Representative Member shall be responsible for the overall administration of the HOME Program and meeting the Federal guidelines. In particular the following are the duties and responsibilities:
1. Provide staff to manage the program.
 2. Revise the existing Five Year Consolidated Plan to include the HOME Program and statistical information on the other consortium members.
 3. Prepare and submit all required notices, plans, performance reports, and documentation as required by HUD.
 4. Ensure that the program and activities are in compliance with the Federal regulations.
 5. Provide the other members with guidelines and policies of the program.
 6. Hold a public hearing on the annual HOME Program and adopt the budgets and activities outlines by the HOME Consortium Council.
 7. Assist the other Consortium members in meeting the Citizen Participation requirements of HUD.
 8. Review and approve all project funding agreements for each activity.
 9. Monitor the other members for compliance with the Federal regulations.
 10. Prepare an environmental review record for the HOME Program and secure the release of funds from HUD for program activities.
 11. Provide guidance and assistance to the other members to ensure compliance with the Federal labor standards.
 12. Prepare and execute all written agreement with sub-recipients and contractors to receive HOME funds.
 13. Maintain files on each project activity for monitoring by HUD.
 14. Prepare and maintain the HOME match log as required by HUD.
 15. Prepare the annual Consolidated Annual Performance Evaluation Report (CAPER) for annual submission to HUD.
 16. Establish and maintain a local HOME fund account including Federal drawdowns and program income.

17. Process Federal drawdowns of funds from the U.S. Treasury for project activities through the IDIS system.
18. Process payment requisitions and requests for funds from the other consortium members for project activities.
19. Prepare an annual budget showing the distribution of HOME funds to each Consortium member.
20. Prepare quarterly reports on expenditures, commitment of funds, and remaining balances for each consortium member and their project activities.
21. Contract for an annual audit of the HOME Program by an outside independent auditing firm.
22. Supervise the closeout of annual grants with HUD.

M. The HOME Consortium Council shall be formed to oversee the program and provide guidance on the use of funds. The specific duties and responsibilities of the Consortium Council is as follows:

1. Each member of the HOME Consortium shall have three (3) representatives to the Consortium Council.
2. Provide guidance and direction in promoting and affirmatively further fair housing in the Eastern Panhandle.
3. Define an overall strategy and programs based on the needs of the Consortium members.
4. Establish priorities for the use of HOME funds.
5. Approve the allocation and distribution of funds among the Consortium members based on the low- and moderate-income population of each member as a percentage of the Eastern Panhandle's total low- and moderate-income population.
6. Reallocate funds that are uncommitted or unobligated after fifteen (15) months after the approval by HUD of the annual HOME grants.
7. Ensure that any required matching funds are provided by the Members or from the non-federal funds portion of HOME assisted projects.
8. Review and approve any amendments to the Cooperation Agreement.
9. Review and approve documentation submitted by non-profit organizations for designation as a local Community Housing Development Organization (CHDO).
10. Monitor and recertify annually any CHDO's.
11. Adopt and assure compliance with affirmative marketing policies and procedures.
12. Approve the annual consolidated Action Plan in regard to the use of HOME funds.

N. In accordance with Section 91.402 of the Consolidated Plan Final Rule, the City of Martinsburg has a Program year that begins on July 1st and ends on June 30th each year, the HOME funds will also have the same program year start date.

SECTION IV- AFFIRMATIVE MARKETING POLICIES AND PROCEDURES:

A. Statement of Policy -

In accordance with the Eastern Panhandle HOME Consortium's, commitment of non-discrimination and equal opportunity in housing, the Consortium hereby establishes procedures to affirmatively market units assisted under the HOME Investment Partnerships Program. These procedures are intended to further the objectives of Title VIII of the Civil Rights Act of 1988 and Executive Order 11063. In addition, the Consortium will abide by and establish a minority outreach program in accordance with 24 CFR 92.350 (a)(5).

The Consortium believes that individuals of similar economic levels in the same housing market area should have available to them a like range of housing choices regardless of their race, color, religion, sex, familial status, disability or national origin. Individuals eligible for public housing assistance or who have minor children should have available to them, a like range of housing choices.

The Consortium will carry out this policy through affirmative marketing procedures designed for the HOME Investment Partnerships Program.

- B. The Consortium will inform the public, potential tenants and owners about its Fair Housing and Affirmative Marketing Policies.

SECTION V – TERMS OF THE AGREEMENT:

- A. This agreement shall be in effect for a period of one fiscal year, subject to annual renewal for any additional period of time needed to complete all phases of the project, each of which annual renewal periods shall be limited to one fiscal year; provided that, in addition to the right of non-renewal, all parties hereto shall have the right to terminate this agreement on any 12-month anniversary of the date of this agreement by giving to the other parties 30 days' written notice of such termination. It is the City's the Counties' intentions to remain members of the Consortium for the period necessary to carry out all activities that will be funded from the three **Federal Fiscal Years 2016, 2017 and 2018** provided that the Consortium qualifies as a participating jurisdiction under the Home Investment Partnerships Program, by approval of annual renewals of this agreement, and subject to said renewals will take necessary steps to provide budget allocations for funding purposes.
- B. Prior to the adoption of any amendment to this agreement, partial or complete termination of this agreement including the incorporation of changes necessary to meet the requirements for a subsequent three (3) year consortium designation period, the members agree to submit to the U.S. Dept. of HUD any revisions for its approval.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement this
19th day of September, 2018

MORGAN COUNTY COMMISSION
for and on behalf of Morgan County, a political
subdivision of the State of West Virginia



Signature

Commission President

Title

Including the incorporated areas of the Town of Bath and the Town of Paw Paw,
Morgan County, West Virginia.