

# Harrison County Demolition Loan Program

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# Questions and Answers

**Why should I tear down my structure?**

According to our International Property Maintenance Code your structure has been deemed to be deteriorated and dilapidated or has become so out of repair as to be dangerous, unsafe, unsanitary or otherwise unfit for human habitation or occupancy.

**What happens if I refuse to tear down my structure?**

The Harrison County Commission will step in and put the demolition order out for bid. The cost will then come back to you and if it isn't paid a lien will be put on your property until the debt is settled.

**What if I don't agree with your decision to tear down my house?**

Any person that is directly affected by the demolition notice has the right to file for a hearing with the board of appeals, provided that a written application for appeal is filed within twenty (20) days after the decision, notice or order was served. Any interested person may appeal the final order of the board of appeals to the circuit court as a matter of right by requesting the appeal within four (4) months after the final order of the board of appeals is rendered.

**How much time will you give me to tear it down?**

The County Commission will provide a reasonable time period in which to accomplish the demolition. Each case may have certain factors that would influence the established schedule. However, it is imperative that property owners maintain compliance with the approved schedule so the project can be completed.

**Can I just repair the house?**

One question the planning department would have is if repairs were possible why was this not already completed? However, if you think it can be repaired then you have the right to appeal the demolition order to the Code of Appeals Board and the board will review the case and make their decision. If the Board agrees with the order to demolish, then you have the right to appeal to circuit court.

**Can I just sell my property and house to someone?**

Yes, you can sell your property. However, you must comply with any notifications you have received from the county; in particular notices per section 107.6 of the International Property Maintenance Code. You must provide written notification to the buyer that the property is currently under a demolition order.

**How do you expect me to tear down my house, I have no money, bad credit, and I am on a fixed income?**

You may be eligible for a loan from the County Commission. The Commission will utilize the federal poverty guidelines eligibility.

**How long will I have to pay the loan back?**

Loan periods will be approved on a case-by-case basis. The maximum period for a loan will be five (5) years.

**How much interest are you charging me?**

The Commission will utilize an interest rate schedule of two percent 2% above the current federal discount rate. Please see tab 15, Interest Rate Schedule for an example of a \$5000.00 loan for five (5) years at 2.5%

**Do I have to bid out project?**

The County will handle the bidding procedures. The property owner will be responsible for cost of ads and miscellaneous bidding expenses.

**Do I have to use all the money that I borrowed from the Commission to tear my house down?**

You will not have direct access to the loan money. The Commission will pay all vendors directly upon approved invoices. If any money remains, the loan amount will be reduced.

**If I live in a municipality can I use the program?**

Unfortunately not, even though we would like to help everyone in the county we cannot help those that are in municipalities, you need to go to your city hall and inquire about any available programs. The County does not issue a demolition order on any property located in a municipal area.

**Will my information be kept confidential?**

Yes, everything that you fill out in your application will be kept confidential. We have inserted a confidentiality form in this packet for you and the Commission to sign.

**If I apply will I automatically be accepted to receive a loan?**

No, you will not automatically be accepted to receive a loan. The County Commission will look over your application and consider all the information that you have written on your application. These loans are on a case by case situation.

*References:*

1. *The International Property Maintenance Code that was adopted by the Harrison County Commission is of record in the County Courthouse of Harrison County, West Virginia, in GENERAL ORDER BOOK NO. 82 at page 427*
2. *The 2015 International Property Maintenance was written by the International Code Council and can be found in the Harrison County Code Officers office.*
3. *Legislative State Code §7-1-3n Authority of certain counties as to building and housing code; state building code; §58-3-1a Procedures for appeals*
4. *Title 87 Legislative Rule State Fire Commission Series 4 State Building Code 87CSR4*
5. *Prevailing Wage Schedule <http://www.sos.wv.gov/administrative-law/wagerates/Documents/harrison.pdf>*

# **Demolition Loan Program Ordinance**

## **THE HARRISON COUNTY DEMOLITION LOAN PROGRAM ORDINANCE**

**An Ordinance adopting the Harrison County Demolition Loan Program. The authority to consider such a program is based on “The International Property Maintenance Code Ordinance” as adopted by The Harrison County Commission and controlling legislative rules, including but not limited to The State Fire Commission, Title 87 Series 4 (87CSR4) of the West Virginia Code of State Regulations, and controlling statues, including but not limited to West Virginia Code §7-1-3n**

### **Article 1. Title, Purpose, Applicability, Priority, Severability**

#### **Section 1.1 Title**

This Ordinance shall be titled as the Harrison County Demolition Loan Program Ordinance.

#### **Section 1.2 Purpose**

As per the International Property Maintenance Code Ordinance, any abandoned dwelling or other building which is found to be dilapidated to an extent which renders such dwelling or other building unfit for human habitation; including but not limited to, lacking in light, ventilation or working sanitary facilities defective so as to increase the hazard of fire, accident or other calamities; any structure that is manifestly capable of being a fire hazard or is unsafe and unsecure so as to endanger life, limb or property; any structure in a state of dilapidation, deterioration, decay, faulty construction, open, vacant or abandoned; any structure damaged by fire, in danger of collapse or failure, and dangerous to anyone in or be considered eligible under the parameters of the Harrison County Demolition Loan Program Ordinance.

#### **Section 1.3 Applicability**

Structures eligible under this Ordinance shall be only vacant, dilapidated, uninhabitable structures as per International Property Maintenance Ordinance located within



Harrison County, West Virginia, exclusive of the incorporated town and cities, properties of the United States Government, and of the West Virginia State Government. Please be aware all structures used for agricultural purposes are exempt from demolition orders. For the purpose of this ordinance, the term agriculture shall be deemed to mean the cultivation of plant crops or the raising of livestock. Agriculture is the organized use of land for the production of plant or animal food, fiber or landscape products. Beef and dairy farms, grain farms, orchards, plant nurseries, and tree farms are forms of agriculture.

#### **Section 1.4 Priority**

Only those properties which receive a demolition notice from the Code Enforcement that the structure is beyond repair are eligible for the program.

Priority will be determined by Harrison County Planning Commission based on certain criteria including, but not limiting to: (1) location to other residential and housing developments; (2) place of business; (3) churches and community buildings; (4) roads and highways; or (5) need for immediate corrective action.

#### **Section 1.5 Severability**

Should any article, section, subsection or provision of this Ordinance be declared by a court of competent jurisdiction to be invalid or unconstitutional, such decision shall not affect the validity or constitutionality of the Ordinance as a whole or part thereof other than the part so declared to be invalid or unconstitutional.

### **Article 2. Definitions**

#### **Section 2.1 Interpretation**

For the purpose of this ordinance, the following interpretations shall apply:

- (a) Words used in the present tense include the future.
- (b) The singular includes the plural.

(c) The plural includes the singular.

(d) The word "person" includes a corporation, unincorporated association or partnership, chartered associations, partnerships, natural persons, joint ventures, joint stock company, club, company, business trust, or the manager, agent, servant, officer or employee of any of them.

(e) The term "shall" is mandatory and the term "may" is permissive.

(f) The word "county" shall refer to Harrison County, West Virginia.

## **Section 2.2 Definitions**

### **Abatement -**

The termination of a nuisance

### **Asbestos -**

Any of several minerals (as chrysotioe) that readily separate into long flexible fibers, that cause asbestosis and have been implicated as causes of cancer, and that have been used especially formerly as fireproof insulating materials.

### **Building -**

Any structure on a parcel of land that has one or more walls.

### **Code of Appeals Board -**

Any person who is aggrieved by an interpretation, order, requirement direction or failure to act by any state or local agency or official charged with the administration or enforcement of the State Building Code or any of its rule and regulations may file an appeal with the Building Code Appeals Board.

### **Code Official -**

The official who is charged with the administration and enforcement of this code, or any duly authorized representative.

### **Commission -**

The County Commission of Harrison County, West Virginia

Condemn -

To adjudge unfit for occupancy

Demolition Permit -

A permit from the county to demolish your structure.

Deed of Trust -

Used to release a paid-in-full note where a number of notes are described on the deed of trust which has been recorded.

Detached -

When a structural element is physically disconnected from another and that connection is necessary to provide a positive connection.

Deterioration -

To weaken, disintegrate, corrode, rust or decay and lose effectiveness.

Dwelling -

A single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.

IPMC -

International Property Maintenance Code

Lien -

The legal claim of one person upon the property of another person to secure the payment of a debt or the satisfaction of an obligation.

Neglect -

The lack of proper maintenance for a building or structure

Occupancy -

The purpose for which a building, or having possession of a space within a building.

Owner -

Any person, agent, operator, firm or corporation having a legal or equitable interest in the property; or recorded in the official records of the state, county

or municipality as holding title to the property; or otherwise having control of the property, including the guardian of the estate of any such person, and the executor or administrator of the estate of such person if ordered to take possession of real property by a court.

Premises -

A tract of land including its buildings

Process Server-

A person who serves legal documents, as subpoenas, writs, or warrants, especially those requiring appearance in court.

Promissory Note -

A written promise to pay a specified sum of money to a designated person or to his or her order, or to the bearer of the note, at a fixed time or on demand.

Security Agreements –

A contract which provides lenders with a security interest in the form of holds and claims on property owned by the borrower.

Structure -

That which is built or constructed or a portion thereof.

Vendors -

A person or agency that sells

Ventilation -

The natural or mechanical process of supplying conditioned or unconditioned air to, or removing such air from, any space.

### **Article 3 Appeals**

#### **Section 3.1 Appeals**

Any person negatively affected by a decision made under this Ordinance by the Harrison County Planning Commission and/or the Harrison County Commission shall have the right to appeal. If the property owner does not agree with the decision then an appeal must be filed with the circuit court within the time frame specified by the West Virginia Code §58-3-1a.

### **Article 4 Demolition**

#### **Section 4.1 Demolition**

As per the International Property Maintenance Code Ordinance, the property owner must obtain a demolition permit from the Planning Department before starting the demolition process. If the property owner does not obtain a demolition permit a stop work order will then be issued until the proper permit is obtained. Before demolition may begin there must be documentation of testing for asbestos on the dwelling from a licensed individual and/or company. If there is asbestos in the dwelling then it must be properly abated before demolition can occur.

### **Article 5 Program, Eligibility, Loans, Delinquency and Default**

#### **Section 5.1 Program**

Under the Ordinance, loans may be provided to certain individuals for the demolition. Through the use of this program slum, blight, and dilapidation are being eliminated. Property values will be protected and the result will be vacant lots, many of which will have the necessary infrastructure, and will be ready and accessible for future redevelopment.

## Section 5.2 Eligibility

Any person or persons may be eligible for financial assistance provided the owner agrees to any and all requirements of the Harrison County Demolition Loan Program.

- 135% and under qualify for a 75% loan
- Above 135% - 200% qualify for a 50% loan
- Above 200% available for a 25% loan

### 2014 POVERTY GUIDELINES

#### ANNUAL GUIDELINES

##### PERCENTAGE OF POVERTY GUIDELINES

FAMILY SIZE	100%	120%	133%	135%	150%	175%	185%	200%
1	\$11,670.00	\$14,004.00	\$15,521.10	\$15,754.50	\$17,505.00	\$20,422.50	\$21,589.50	\$23,340.00
2	\$15,730.00	\$18,876.00	\$20,920.90	\$21,235.50	\$23,595.00	\$27,527.50	\$29,100.50	\$31,460.00
3	\$19,790.00	\$23,748.00	\$26,320.70	\$26,716.50	\$29,685.00	\$34,632.50	\$36,611.50	\$39,580.00
4	\$23,850.00	\$28,620.00	\$31,720.50	\$32,197.50	\$35,775.00	\$41,737.50	\$44,122.50	\$47,700.00
5	\$27,910.00	\$33,492.00	\$37,120.30	\$37,678.50	\$41,865.00	\$48,842.50	\$51,633.50	\$55,820.00
6	\$31,970.00	\$38,364.00	\$42,520.10	\$43,159.50	\$47,955.00	\$55,947.50	\$59,144.50	\$63,940.00
7	\$36,030.00	\$43,236.00	\$47,919.90	\$48,640.50	\$54,045.00	\$63,052.50	\$66,655.50	\$72,060.00
8	\$40,090.00	\$48,108.00	\$53,319.70	\$54,121.50	\$60,135.00	\$70,157.50	\$74,166.50	\$80,180.00
	<b>You Qualify for a 75% Loan</b>				<b>You Qualify for a 50% Loan</b>			

#### MONTHLY GUIDELINES

##### PERCENTAGE OF POVERTY GUIDELINES

FAMILY SIZE	100%	120%	133%	135%	150%	175%	185%	200%
1	\$972.50	\$1,167.00	\$1,293.43	\$1,312.88	\$1,458.75	\$1,701.88	\$1,799.13	\$1,945.00
2	\$1,310.83	\$1,573.00	\$1,743.41	\$1,769.63	\$1,966.25	\$2,293.96	\$2,425.04	\$2,621.67
3	\$1,649.17	\$1,979.00	\$2,193.39	\$2,226.38	\$2,473.75	\$2,886.04	\$3,050.96	\$3,298.33
4	\$1,987.50	\$2,385.00	\$2,643.38	\$2,683.13	\$2,981.25	\$3,478.13	\$3,676.88	\$3,975.00
5	\$2,325.83	\$2,791.00	\$3,093.36	\$3,139.88	\$3,488.75	\$4,070.21	\$4,302.79	\$4,651.67
6	\$2,664.17	\$3,197.00	\$3,543.34	\$3,596.63	\$3,996.25	\$4,662.29	\$4,928.71	\$5,328.33
7	\$3,002.50	\$3,603.00	\$3,993.33	\$4,053.38	\$4,503.75	\$5,254.38	\$5,554.63	\$6,005.00
8	\$3,340.83	\$4,009.00	\$4,443.31	\$4,510.13	\$5,011.25	\$5,846.46	\$6,180.54	\$6,681.67
	<b>You Qualify for a 75% Loan</b>				<b>You Qualify for a 50% Loan</b>			

Produced by: CMCS/CAHPG/DEEO

[www.medicaid.gov/.../Downloads/2014-Federal-Poverty-level-charts.pdf](http://www.medicaid.gov/.../Downloads/2014-Federal-Poverty-level-charts.pdf)

**Section 5.3 Loans**

Loans shall be limited to available funding as approved by the Harrison County Commission. Loans provided shall be evidenced by deeds of trust, promissory notes, security agreements or additional documents to protect the County's interest and lien on any collateral to secure the loan. Any cost associated with securing a loan including but not limited to deed of trust and title searches will be added to the total amount of the loan. Interest rates shall be established by the Harrison County Planning Commission from time to time based upon the most current financial information. Prior to the final sale or transfer of the property during the term of the loan, the loan must be paid off in full. No funds will be disbursed directly to borrower. Harrison County Commission will disburse funds directly to vendors.

**Section 5.4 Delinquency and Default**

Loan delinquency and default shall occur when a material failure occurs in the breach of any document, contract or agreement required by this policy, including but not limited to non-payment of loan. In instances of delinquency and default, the County shall be entitled to realize any and all security for the loan in accordance with federal, state and local law. Property that serves as collateral on a loan can only be repossessed if you default on loan payments.

**Article 6 Waste Disposal**

**Section 6.1 Waste Disposal**

When disposing of demolition material, it is necessary to comply with all federal, state, and local laws and/or regulations concerning waste disposal.

**Article 7 Administrative Responsibility**

**Section 7.1 Administrative Responsibility**

The Planning Department of Harrison County Commission shall be responsible for the administration of the Harrison County Demolition Loan Program.

**Article 8 Effective Date**

**Section 8.1 Effective Date**

This Ordinance shall become effective thirty (30) days from final approval on third reading by the Harrison County Commission.

The Commission, meeting in regular session, on this the \_\_\_\_\_ day of \_\_\_\_\_ 2015, having submitted a draft ordinance for first reading and public comment and having reviewed and considered such comments, did, on this date, adopt the following Ordinance on said reading.

Ordinance considered for adoption and approval on first reading the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Ordinance considered for adoption and approval on second reading the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Ordinance considered for adoption and approval on third reading the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Ronald R. Watson, President

\_\_\_\_\_  
Bernie L. Fazzini, Commissioner

\_\_\_\_\_  
Frank T. Angotti Jr., Commissioner

Attest:

\_\_\_\_\_  
Susan J. Thomas, Clerk of the County Commission



# Application

# Harrison County Commission Demolition Loan Application

## APPLICANT

Name \_\_\_\_\_  
Address \_\_\_\_\_ Rent \_\_\_\_\_ Own \_\_\_\_\_  
\_\_\_\_\_  
Length at Residence \_\_\_\_\_  
Home Phone \_\_\_\_\_ Work Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_  
E-mail Address \_\_\_\_\_ Drivers License Number/State \_\_\_\_\_  
Social Security Number \_\_\_\_\_ Birth Date \_\_\_\_\_  
Previous Address \_\_\_\_\_ Rent \_\_\_\_\_ Own \_\_\_\_\_  
\_\_\_\_\_  
Length at Residence \_\_\_\_\_  
Check One- Married \_\_\_\_\_ Separated \_\_\_\_\_ Unmarried (Single- Divorced-Widowed) \_\_\_\_\_

## EMPLOYMENT/INCOME

Name and Address of Employer \_\_\_\_\_  
\_\_\_\_\_  
Start Date \_\_\_\_\_  
\_\_\_\_\_  
Supervisor's Name \_\_\_\_\_ If Self Employed, Type of Business \_\_\_\_\_  
Employment Income \$ \_\_\_\_\_ Per \_\_\_\_\_ (circle one) Net/Gross  
Other Income \$ \_\_\_\_\_ Per \_\_\_\_\_  
Previous Employer Name and Address if Less Than 5 (five) years  
\_\_\_\_\_  
Starting Date \_\_\_\_\_ Ending Date \_\_\_\_\_  
\_\_\_\_\_

## VERIFICATION OF INCOME

Include last year tax return or governmental verification of income

## REFERENCES

Name and Address of References  
1. \_\_\_\_\_  
\_\_\_\_\_  
Home Phone \_\_\_\_\_  
2. \_\_\_\_\_  
\_\_\_\_\_  
Home Phone \_\_\_\_\_  
3. \_\_\_\_\_  
\_\_\_\_\_  
Home Phone \_\_\_\_\_

**OTHER** CO- APPLICANT \_\_\_\_\_ SPOUSE \_\_\_\_\_ OTHER \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_ Rent \_\_\_\_\_ Own \_\_\_\_\_

\_\_\_\_\_ Length at Residence \_\_\_\_\_

Home Phone \_\_\_\_\_ Work Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_

E-mail Address \_\_\_\_\_ Drivers License Number/State \_\_\_\_\_

Social Security Number \_\_\_\_\_ Birth Date \_\_\_\_\_

Previous Address \_\_\_\_\_ Rent \_\_\_\_\_ Own \_\_\_\_\_

\_\_\_\_\_ Length at Residence \_\_\_\_\_

Check One- Married \_\_\_\_\_ Separated \_\_\_\_\_ Unmarried (Single- Divorced-Widowed) \_\_\_\_\_

**EMPLOYMENT/INCOME**

Name and Address of Employer \_\_\_\_\_

\_\_\_\_\_ Start Date \_\_\_\_\_

Supervisor's Name \_\_\_\_\_ If Self Employed, Type of Business \_\_\_\_\_

Employment Income \$ \_\_\_\_\_ Per \_\_\_\_\_ (circle one) Net/Gross

Other Income \$ \_\_\_\_\_ Per \_\_\_\_\_

Previous Employer Name and Address if Less Than 5 (five) years \_\_\_\_\_

\_\_\_\_\_ Starting Date \_\_\_\_\_ Ending Date \_\_\_\_\_

**REFERENCES**

Name and Address of References

1. \_\_\_\_\_

\_\_\_\_\_ Home Phone \_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_ Home Phone \_\_\_\_\_

3. \_\_\_\_\_

\_\_\_\_\_ Home Phone \_\_\_\_\_



**OTHER INFORMATION ABOUT YOU**

IF YOU ANSWER 'YES' TO ANY QUESTIONS OTHER THAN #1, EXPLAIN ON AN ATTACHED SHEET

1. Are you a U.S. Citizen or permanent resident alien? \_\_\_\_\_
2. Do you currently have any outstanding judgments or have you ever filed for bankruptcy, had a debt adjustment plan confirmed under chapter 13, had property foreclosed upon or repossessed in the last seven (7) years, or been a party in a lawsuit? \_\_\_\_\_
3. Is your income likely to decline in the next two years? \_\_\_\_\_
4. Are you a co-maker, co-signer or guarantor on any loan not listed above? \_\_\_\_\_

**SIGNATURES**

I swear or affirm, under penalty of applicable West Virginia Law that the answers provided by me on this loan application are true.

\_\_\_\_\_  
Signature of borrower(s)

\_\_\_\_\_  
Signature of borrower(s)

# Promissory Note

**ENTER LOAN AMOUNT**

Clarksburg, West Virginia

**PROMISSORY NOTE**

For value received, \_\_\_\_\_ and \_\_\_\_\_, his wife, promise to pay unto COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA, a political subdivision of the State of West Virginia, the principal sum of \_\_\_\_\_ DOLLARS (\$\_\_\_\_.00), with interest thereon to be computed from this date at the rate of \_\_\_\_\_ percent (\_%) per annum. Commencing on the \_\_\_\_\_ day of \_\_\_\_\_, 2014, principal and interest shall be paid in \_\_\_\_\_ (\_\_\_\_) monthly installments in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_.00) per month and a like sum on or before the \_\_\_\_ day of each calendar month thereafter until said principal and interest have been paid.

There is a right of anticipation or pre-payment allowed at option of the Promisor. In the event of exercise thereof then the indebtedness evidenced hereby may be prepaid in its entirety at any time without notice, and without penalty, and may be prepaid in part in multiples of One Hundred Dollars (\$100.00) without notice and without penalty on the first day of any calendar month, provided, however, that no such additional payment shall relieve the obligor of the obligation to make the regular monthly installment payments above provided for until the indebtedness has been paid in full.

Presentment, demand, protest, notice of dishonor and extension of time without notice are hereby waived.

It is hereby expressly agreed, that the said principal sum evidenced by this note and all accrued and unpaid interest thereon shall become due at the option of the holder hereof on the happening of any default of installment payments if such default continues for a period of forty-five (45) days

This note may not be changed or terminated orally.

WITNESS the following signatures:

\_\_\_\_\_

STATE OF WEST VIRGINIA,  
COUNTY OF HARRISON, TO-WIT:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2014  
by \_\_\_\_\_.

My commission expires: \_\_\_\_\_.

\_\_\_\_\_

Notary Public

STATE OF WEST VIRGINIA,  
COUNTY OF HARRISON, TO-WIT:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2014  
by \_\_\_\_\_.

My commission expires: \_\_\_\_\_.

\_\_\_\_\_

Notary Public



# Deed of Trust

**THIS DEED OF TRUST**, made this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between \_\_\_\_\_ and \_\_\_\_\_, his wife, parties of the first part, and the COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA, a political subdivision of the State of West Virginia; and \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_ County, West Virginia, \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_ County, West Virginia, TRUSTEES, parties of the second part.

WITNESSETH: That for and in consideration of the sum of One Dollar (\$1.00), cash in hand paid, the receipt whereof is hereby acknowledged, and by way of further security for the debt hereinafter mentioned and described, the parties of the first part do hereby grant and convey, with covenants of general warranty, unto the said Trustees, parties of the second part, subject to terms and conditions or noted in this instrument, the following parcels of land:

**Enter property description from deed**

All notices to the parties of the first part pursuant to the terms of this Deed of Trust shall be served on them as provided by applicable law at the following address:

\_\_\_\_\_

IN TRUST NEVERTHELESS, to secure HARRISON COUNTY COMMISSION the payment of the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_,\_\_\_\_.00), evidenced by a certain negotiable Promissory Note bearing date the \_\_\_\_ day of \_\_\_\_\_, 2014 calling for the principal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_,\_\_\_\_.00), made and executed by said \_\_\_\_\_ and \_\_\_\_\_, parties of the first part, payable to the order of said HARRISON COUNTY COMMISSION, as therein provided. Should default be made in the payment of said note, or if the parties of the first part fail to keep, observe and perform any of the other covenants, conditions or agreements herein contained on their part to be kept, observed, or performed, or if any proceedings under any bankruptcy or insolvency law be commenced by or against the parties of the first part, then and in any such event, and at the sole option of the holder and owner of said note, that portion of the indebtedness hereby secured remaining unpaid at such time shall become and be at once due and owing.

The parties of the second part shall permit the parties of the first part to remain in possession of the premises herein conveyed until default shall be made in the payment of the above-described note as hereinabove provided, when the same becomes due and payable, in which event it shall be the duty of said Trustees, either one of whom may act in the execution of this deed of trust, when requested in writing so to do by the holder and owner of said note, to enter upon and take possession of said property and sell the same at public auction at the

front door of the courthouse of Harrison County, West Virginia, to the highest and best bidder for cash in hand on the day of sale. Before making such sale, said Trustees, or the one so acting as hereinafter provided, shall first give notice of the time, places and terms of sale by publication thereof once a week for two (2) successive weeks in some newspaper of general circulation published in the City of Clarksburg, in said Harrison County. It is expressly agreed

that personal service of notice of sale and all other notices, other than notice by publication, upon the parties of the first part, their heirs and assigns, is hereby waived, and the sale may be adjourned from time to time without notice, other than oral proclamation at the time and place from which the adjournment is made. It is further expressly understood and agreed that in the event the property hereby conveyed is sold as hereinabove provided, then out of the proceeds of sale there shall first be paid the costs and expenses attendant upon the execution of this trust, including a commission of five percent (5%) to said Trustees, or the one so acting and out of the balance of said proceeds, there be next paid to the holder and owner of said note, such amount as may then be owing and unpaid thereon, together with any additional sums which may have been advanced as hereinafter provided, and the balance of said funds, if any, shall be by said Trustees, or the one so acting, paid over to the parties of the first part, or their heirs and assigns, as their interests may appear.

The parties of the first part further covenant and agree as follows:

1. As long as part of the indebtedness hereby secured remains unpaid, the parties of the first part will not sell or convey the property herein conveyed, or any part thereof or interest therein, without first obtaining the written consent of the holder and owner of

said note.

2. The parties of the first part will keep any improvements on the property herein conveyed in good order and repair and will not permit, suffer or commit any waste, removal or impairment of said improvements or any part thereof, and will insure the buildings on said property herein conveyed against loss by fire, with extended coverage, and will keep the same insured in some reliable fire insurance company or companies acceptable to the holder and owner of said note in the total aggregate amount of not less than the original amount of \_\_\_\_\_ Dollars (\$\_\_\_\_,\_\_\_\_.00), and loss covered by said policy or policies of insurance to be made payable to the holder and owner of said note, as its interest may appear at the time of loss. In the event the parties of the first part shall fail or refuse to keep the same insured as aforesaid, then the holder and owner of said note may insure the same at the cost of the parties of the first part.
3. The parties of the first part will pay all premiums of insurance and all taxes, levies and assessments against the property herein conveyed. In the event it shall fail or refuse so to do, then the holder and owner of said note may pay such insurance premiums, taxes, levies and assessments, and any and all amounts so paid, together with interest thereon from the date of payment shall be debts secured by this deed of trust next in point of priority after the payment of the cost of executing this trust.

The aforesaid covenants shall be covenants running with the land for the duration of this trust and shall be binding upon the heirs and assigns of the parties of the first part.

In the event of death or resignation of both Trustees, or both their refusal or inability to act, or

should the holder and owner of said note consider it advisable for any reason to appoint a substitute Trustee, then the holder and owner of said note are hereby granted the right and power and may, at any time and from time to time hereafter, and without notice, by a writing duly executed, acknowledged and filed for recordation in the office where this deed of trust is recorded, appoint and substitute another or two (2) other Trustees in the place and stead of the Trustees herein named or then authorized to act hereunder; and the Trustees so appointed shall thereupon have and be vested with all rights, powers and authority, and shall be charged with all the duties and obligations that are conferred or charged upon the Trustees herein named.

The delay or failure of the holder and owner of the note secured hereby to insist in any instance on strict performance of any covenant contained herein, or to exercise any right or power upon the happening of any default shall not be construed or operate as a waiver of such covenant or default, or an acquiescence therein, or as extending to any subsequent default.

The beneficial owner and holder of the indebtedness secured hereby at the time of the execution and delivery hereof is **HARRISON COUNTY COMMISSION**, whose address is:

**301 West Main Street, Clarksburg, West Virginia 26301.**

WITNESS the following signatures and seals:

\_\_\_\_\_

STATE OF WEST VIRGINIA,  
COUNTY OF HARRISON, TO-WIT:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2014 by \_\_\_\_\_.

My commission expires: \_\_\_\_\_.

Notary Public \_\_\_\_\_

STATE OF WEST VIRGINIA,  
COUNTY OF HARRISON, TO-WIT:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2014 by \_\_\_\_\_.

My commission expires: \_\_\_\_\_.

Notary Public \_\_\_\_\_

# Confidentiality Agreement



## Financial Confidentially

THIS AGREEMENT (the "Agreement") is entered into on this \_\_\_\_ day of \_\_\_\_ by and between \_\_\_\_\_, located at \_\_\_\_\_ ("Disclosing Applicant"), and Harrison County Commission with an address at 301 West Main Street. (the "Commission"). The Applicant and Commission desire to participate in discussions regarding Harrison County Commission Loan ("Title"). During these discussions, Applicant may share certain proprietary information with the Commission. Therefore, in consideration of the mutual promises and covenants contained in this Agreement the parties hereto agree as follows:

### 1. Definition of confidential Information.

(a) For purposes of this Agreement, "Confidential Information" means any data or information that is proprietary to the Applicant and not generally known to the public, whether in tangible or intangible form, in whatever medium provided, whether unmodified or modified by Commission or its Representatives (as defined herein), whenever and however disclosed, including, but not limited to: (i) financial information (ii) any other information that should reasonably be recognized as confidential information of the Applicant and (vi) any information generated by the Applicant or by its Representatives that contains, reflects, or is derived from any of the foregoing.

(b) Notwithstanding anything in the foregoing to the contrary, Confidential information shall not include information which: (a) was lawfully possessed, as evidenced by the Applicant's records, by the Commission prior to receiving the Confidential Information from the Applicant; (b) becomes rightfully known by the Commission from a third-party source not under an obligation to Applicant to maintain confidentiality; (c) is generally known by the public through no fault of or failure to act by the Commission inconsistent with its obligations under this Agreement; (d) is required to be disclosed in a judicial or administrative proceeding, or is otherwise requested or required to be disclosed by law or regulation, although the requirements of paragraph 4 hereof shall apply prior to any disclosure being made; and

(e) is or has been independently developed by employees, consultants or agents of the Commission without violation of terms of this Agreement, as evidenced by the Commission's records, and without reference or access to any Confidential Information.

## **2. Disclosure of Confidential Information.**

From time to time, the Applicant may disclose Confidential Information to the Commission. The Commission will: (a) limit disclosure of any Confidential Information to its directors, officers, employees, agents or representatives (collectively "Representatives") who have a need to know such Confidential Information in connection with the current or contemplated business relationship between the parties to which this Agreement relates, and only for that purpose; (b) advise its Representatives of the proprietary nature of the Confidential Information and of the obligations set forth in this Agreement, require such Representatives to be bound by confidentiality restrictions no less stringent than those contained herein, and assume full liability for acts or omissions by its Representatives that are inconsistent with its obligations under this Agreement; (c) keep all Confidential Information strictly confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and (d) not disclose any Confidential Information received by it to any third parties (except as otherwise provided for herein).

## **3. Use of Confidential Information.**

The Commission agrees to use the Confidential Information solely in connection with the current or contemplated business relationship between the parties and not for any purpose other than as authorized by this Agreement without the prior written consent of the Applicant. No other right or license, whether expressed or implied, in the confidential Information is granted to the Commission hereunder.

## **4. Compelled Disclosure of Confidential Information.**

Notwithstanding anything in the foregoing to the contrary, the Commission may disclose confidential Information pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request or similar method, provided that the Commission promptly notifies, to the extent practicable, the Applicant in writing of such

demand for disclosure so that the Applicant, at its sole expense, may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the Confidentiality of Confidential Information; provided that the Commission will disclose only that portion of the requested Confidential Information that, in the written opinion of its legal counsel, it is required to disclose. The Commission agrees that it shall not oppose and shall cooperate with efforts by, to the extent practicable, the Applicant with respect to any such request for a protective order or other relief. Notwithstanding the foregoing, if the Applicant is unable to obtain or does not seek a protective order and the Commission is legally requested or required to disclose such confidential Information, disclosure of such Confidential Information may be made without liability.

#### **5. Term**

This Agreement shall remain in effect and has no term limit or end date. The Commission's duty to hold in confidence Confidential Information that was disclosed shall remain in effect indefinitely.

#### **6. No Binding Agreement for Transaction.**

The parties agree that neither party will be under any legal obligation of any kind whatsoever with Respect to a Transaction by virtue of this Agreement, except for the matters specifically agreed to herein. The parties further acknowledge and agree that they each reserve the right, in their sole and absolute discretion, to reject any and all proposals and to terminate discussions and negotiations with respect to a Transaction at any time. This Agreement does not create a joint venture or partnership between parties. If a Transaction goes forward, the non-disclosure provisions of any applicable transaction documents entered into between the parties (or their respective affiliates) for the Transaction shall supersede this Agreement. In the event such provision is not provided for in said transaction documents, this Agreement shall control.

## 7. Miscellaneous

(a) This Agreement constitutes the entire understanding between the parties and supersedes any and all prior or contemporaneous understandings and agreements, whether oral or written, between the parties, with respect to the subject matter hereof. This Agreement can only be modified by a written amendment signed by the party against whom enforcement of such modification is sought.

(b) This validity, construction performance of this Agreement shall be governed and construed in accordance with the laws of the State of West Virginia applicable to contracts made and to be wholly performed within such state, without giving effect to any conflict of law's provisions thereof. A court of component Jurisdiction shall rule on any disputes arising under, or in any way connected with or related to, the terms of this Agreement.

(c) Any failure by either party to enforce the other party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

(d) Although the restrictions contained in this Agreement are considered by the parties to be reasonable for the purpose of protecting the Confidential Information, if any such restriction is found by a court of competent jurisdiction to be unenforceable, such provision will be modified rewritten or interpreted to include as much of its nature and scope as will render it enforceable. If it cannot be so modified, rewritten or interpreted to be enforceable in any respect, it will not be given effect, and the remainder of the Agreement will be enforced as if such provision was not included.

(e) Any notices or communications required or permitted to be given hereunder may be delivered by hand, deposited with a nationally recognized overnight carrier, electronic-mail, or mailed by certified mail, return receipt requested, postage prepaid, in each case, to the address of the other party first indicated above (or such other addressee as may be furnished by a party in accordance with this paragraph). All such notices or communications shall be deemed to have been given and received (a) in the case of personal delivery or electronic-mail, or the date of such delivery, (b) in the case of delivery by a nationally recognized overnight carrier, on the

third business day following dispatch and (c) in the case of mailing, on the seventh business day following such mailing.

(f) This Agreement is personal in nature, and neither party may directly or indirectly assign or transfer it by operation of law or otherwise without prior written consent of the other party, which consent will not be unreasonably withheld. All obligations contained in this Agreement shall extend to and be binding upon the parties to this Agreement and their respective successor, assigns and designees.

(g) Paragraph headings used in this Agreement are for reference only and shall not be used or relied upon in the interpretation of this Agreement.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS Agreement as of the date first above written

**Applicant**

**Commission**

By: \_\_\_\_\_ By: \_\_\_\_\_

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Witness:

Witness:

Printed Name: \_\_\_\_\_ Printed Name: \_\_\_\_\_

Address: \_\_\_\_\_ Address: \_\_\_\_\_

\_\_\_\_\_

# **Income Guideline**

## 2014 POVERTY GUIDELINES

### ANNUAL GUIDELINES PERCENTAGE OF POVERTY GUIDELINES

FAMILY SIZE	100%	120%	133%	135%	150%	175%	185%	200%
1	\$11,670.00	\$14,004.00	\$15,521.10	\$15,754.50	\$17,505.00	\$20,422.50	\$21,589.50	\$23,340.00
2	\$15,730.00	\$18,876.00	\$20,920.90	\$21,235.50	\$23,595.00	\$27,527.50	\$29,100.50	\$31,460.00
3	\$19,790.00	\$23,748.00	\$26,320.70	\$26,716.50	\$29,685.00	\$34,632.50	\$36,611.50	\$39,580.00
4	\$23,850.00	\$28,620.00	\$31,720.50	\$32,197.50	\$35,775.00	\$41,737.50	\$44,122.50	\$47,700.00
5	\$27,910.00	\$33,492.00	\$37,120.30	\$37,678.50	\$41,865.00	\$48,842.50	\$51,633.50	\$55,820.00
6	\$31,970.00	\$38,364.00	\$42,520.10	\$43,159.50	\$47,955.00	\$55,947.50	\$59,144.50	\$63,940.00
7	\$36,030.00	\$43,236.00	\$47,919.90	\$48,640.50	\$54,045.00	\$63,052.50	\$66,655.50	\$72,060.00
8	\$40,090.00	\$48,108.00	\$53,319.70	\$54,121.50	\$60,135.00	\$70,157.50	\$74,166.50	\$80,180.00
<b>You Qualify for a 50% Grant and 25% Loan</b>					<b>You Qualify for a 25% Grant and 50% Loan</b>			

Above 200% you qualify for a 25% loan

### MONTHLY GUIDELINES PERCENTAGE OF POVERTY GUIDELINES

FAMILY SIZE	100%	120%	133%	135%	150%	175%	185%	200%
1	\$972.50	\$1,167.00	\$1,293.43	\$1,312.88	\$1,458.75	\$1,701.88	\$1,799.13	\$1,945.00
2	\$1,310.83	\$1,573.00	\$1,743.41	\$1,769.63	\$1,966.25	\$2,293.96	\$2,425.04	\$2,621.67
3	\$1,649.17	\$1,979.00	\$2,193.39	\$2,226.38	\$2,473.75	\$2,886.04	\$3,050.96	\$3,298.33
4	\$1,987.50	\$2,385.00	\$2,643.38	\$2,683.13	\$2,981.25	\$3,478.13	\$3,676.88	\$3,975.00
5	\$2,325.83	\$2,791.00	\$3,093.36	\$3,139.88	\$3,488.75	\$4,070.21	\$4,302.79	\$4,651.67
6	\$2,664.17	\$3,197.00	\$3,543.34	\$3,596.63	\$3,996.25	\$4,662.29	\$4,928.71	\$5,328.33
7	\$3,002.50	\$3,603.00	\$3,993.33	\$4,053.38	\$4,503.75	\$5,254.38	\$5,554.63	\$6,005.00
8	\$3,340.83	\$4,009.00	\$4,443.31	\$4,510.13	\$5,011.25	\$5,846.46	\$6,180.54	\$6,681.67
<b>You Qualify for a 75% Loan</b>				<b>You Qualify for a 50% Loan</b>				

135% and under qualify for a 75% loan

Above 135% - 200% qualify for a 50% loan

Above 200% available for 25% loan

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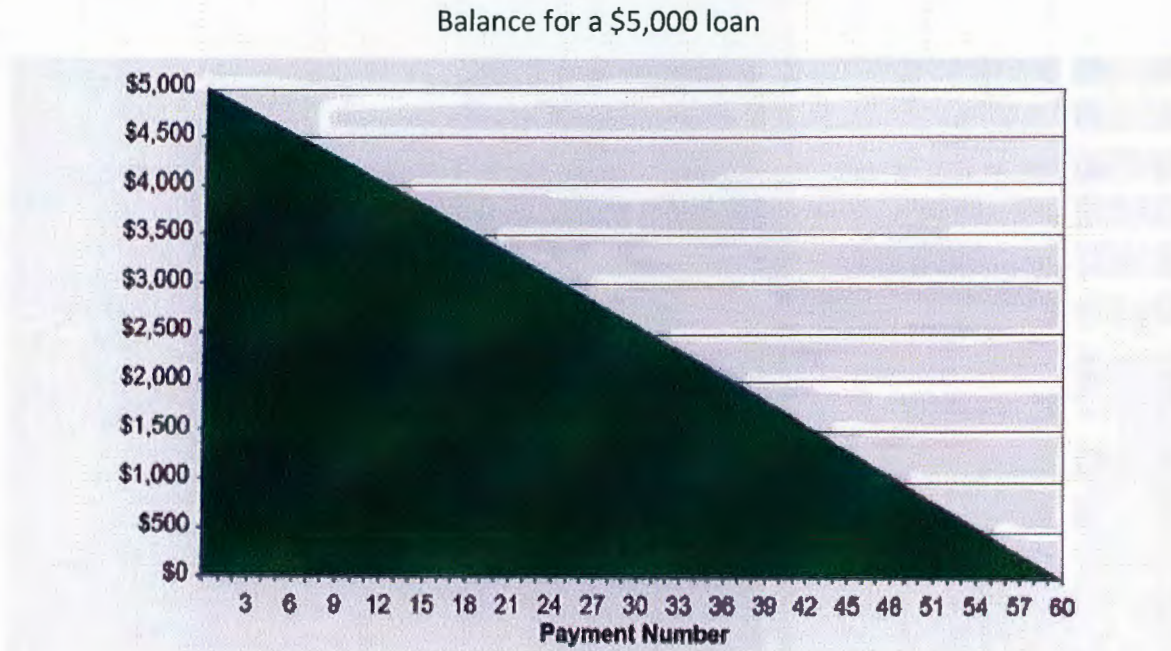
[www.medicaid.gov/.../Downloads/2014-Federal-Poverty-level-charts.pdf](http://www.medicaid.gov/.../Downloads/2014-Federal-Poverty-level-charts.pdf)

# Interest Rate Schedule



**Your \$5,000 loan has 60 monthly payments of \$88.74 at 2.5%.**

If you make all of your payments on this loan, and do not prepay any of the principal, the total interest for this loan is \$324.22.



### Loan Summary

Loan amount \$5,000

Monthly payment \$88.74

Interest rate 2.5%

Term 60 monthly payments

Total payments \$5324.22

Total interest paid \$324.22

## Total Principal and Interest by Payment



## Payment schedule

#	Payment	Principal	Interest	Loan balance
				\$5,000
1	\$88.74	\$78.32	\$10.42	\$4,921.68
2	\$88.74	\$78.49	\$10.25	\$4,843.19
3	\$88.74	\$78.65	\$10.09	\$4,764.54
4	\$88.74	\$78.81	\$9.93	\$4,685.73
5	\$88.74	\$78.98	\$9.76	\$4,606.75
6	\$88.74	\$79.14	\$9.60	\$4,527.61
7	\$88.74	\$79.31	\$9.43	\$4,448.30
8	\$88.74	\$79.47	\$9.27	\$4,368.83
9	\$88.74	\$79.64	\$9.10	\$4,289.19
10	\$88.74	\$79.80	\$8.94	\$4,209.39
11	\$88.74	\$79.97	\$8.77	\$4,129.42
12	\$88.74	\$80.14	\$8.60	\$4,049.28
13	\$88.74	\$80.30	\$8.44	\$3,968.98
14	\$88.74	\$80.47	\$8.27	\$3,888.51

15	\$88.74	\$80.64	\$8.10	\$3,807.87
16	\$88.74	\$80.81	\$7.93	\$3,727.06
17	\$88.74	\$80.98	\$7.76	\$3,646.08
18	\$88.74	\$81.14	\$7.60	\$3,564.94
19	\$88.74	\$81.31	\$7.43	\$3,483.63
20	\$88.74	\$81.48	\$7.26	\$3,402.15
21	\$88.74	\$81.65	\$7.09	\$3,320.50
22	\$88.74	\$81.82	\$6.92	\$3,238.68
23	\$88.74	\$81.99	\$6.75	\$3,156.69
24	\$88.74	\$82.16	\$6.58	\$3,074.53
25	\$88.74	\$82.33	\$6.41	\$2,992.20
26	\$88.74	\$82.51	\$6.23	\$2,909.69
27	\$88.74	\$82.68	\$6.06	\$2,827.01
28	\$88.74	\$82.85	\$5.89	\$2,744.16
29	\$88.74	\$83.02	\$5.72	\$2,661.14
30	\$88.74	\$83.20	\$5.54	\$2,577.94
31	\$88.74	\$83.37	\$5.37	\$2,494.57
32	\$88.74	\$83.54	\$5.20	\$2,411.03
33	\$88.74	\$83.72	\$5.02	\$2,327.31
34	\$88.74	\$83.89	\$4.85	\$2,243.42
35	\$88.74	\$84.07	\$4.67	\$2,159.35
36	\$88.74	\$84.24	\$4.50	\$2,075.11
37	\$88.74	\$84.42	\$4.32	\$1,990.69
38	\$88.74	\$84.59	\$4.15	\$1,906.10
39	\$88.74	\$84.77	\$3.97	\$1,821.33
40	\$88.74	\$84.95	\$3.79	\$1,736.38
41	\$88.74	\$85.12	\$3.62	\$1,651.26
42	\$88.74	\$85.30	\$3.44	\$1,565.96
43	\$88.74	\$85.48	\$3.26	\$1,480.48
44	\$88.74	\$85.66	\$3.08	\$1,394.82
45	\$88.74	\$85.83	\$2.91	\$1,308.99
46	\$88.74	\$86.01	\$2.73	\$1,222.98
47	\$88.74	\$86.19	\$2.55	\$1,136.79
48	\$88.74	\$86.37	\$2.37	\$1,050.42
49	\$88.74	\$86.55	\$2.19	\$963.87
50	\$88.74	\$86.73	\$2.01	\$877.14
51	\$88.74	\$86.91	\$1.83	\$790.23
52	\$88.74	\$87.09	\$1.65	\$703.14

53	\$88.74	\$87.28	\$1.46	\$615.86
54	\$88.74	\$87.46	\$1.28	\$528.40
55	\$88.74	\$87.64	\$1.10	\$440.76
56	\$88.74	\$87.82	\$0.92	\$352.94
57	\$88.74	\$88.00	\$0.74	\$264.94
58	\$88.74	\$88.19	\$0.55	\$176.75
59	\$88.74	\$88.37	\$0.37	\$88.38
60	\$88.56	\$88.38	\$0.18	\$0.00