

**A G E N D A**  
**PRESTON COUNTY COMMISSION**  
**May 23, 2023**  
**9:30 A.M.**

**Call to order by President and Pledge of Allegiance.**

**Roll call of Commissioners.**

**Recognition of Public.**

**Review of Bills.**

**Assessor's Office**

**Tax Correction List** – Nothing at this time

**Apportionments** – Nothing at this time

**Recognition of Scheduled Appointments**

9:31 a.m. Public Service District #1 – Update on Territory Expansion

9:35 a.m. Stacy Greaser, Victim Advocate – VOCA State and Federal Grants

9:36 a.m. Assessor's Office – Budget Revisions

10:00 a.m. Bid Award – Courthouse Chiller

**Approval of Minutes** – May 2, 2023

**Estate Settlements List** – May 8, 2023 thru May 11, 2023

ESTATE NAME: **THOMAS F. BOBO**

ESTATE NAME: **JAN LEE COOK II**

ESTATE NAME: **THOMAS DEMANCHYK**

ESTATE NAME: **STANLEY R. EVANS**

ESTATE NAME: **HANS JOSEF GOEHL**

**Proceedings in Vacation/Clerk's Fiduciary Report** – May 11, 2023 through May 17, 2023

**Fiduciary Commissioner Report** – None

**Old Business – Consideration and/or action**

**New Business – Consideration and/or action**

**Facility Manager's Report – Consideration and/or action**

A. Courthouse - Update

B. Sheriff Department - Update

**County Coordinator's Report – Consideration and/or action**

A. 2023-2024 WV Corp Coverage Intent Form

B. Approve Purchase of 5 AED Units for County Buildings

C. Report on CARES Funding

D. Legal Holidays - Closings for June

E. Budget Revisions

F. Miscellaneous Correspondence

**Personnel Matters- Consideration and/or action**

**Legal Matters- Consideration and/or action**

**Information**

A. Miscellaneous Correspondence

**Commissioners' Comments**

**STATE OF WEST VIRGINIA, COUNTY OF PRESTON, Ss:**

The Preston County Commission met in Regular Session at 9:30 a.m., May 23, 2023 in the County Commission Meeting room.

The meeting was called to order by President Samantha Stone who invited those present to join in the Pledge of Allegiance.

Commissioner Stone then declared the following Commissioners present: Don Smith, Hunter Thomas and Samantha Stone.

## Recognition of Public

Also, present was Interim Administrator, Kathy Mace and Linda Huggins, County Clerk.

The following persons registered their attendance during the meeting:

Theresa Marthey-PCN&J	Robert Williams-PSD I
Jennifer Graham-Dominion Post	Danielle Huggins
Deanna Lively	Krissy Michael-First Energy
Nichole Larew	Sheena Hunt-Region VI PDC
Cullin Cutright	Paige Hatch-PSD I
Aleah Stull-Region VI PDC	

President Stone recognized Sheena Hunt, Region VI Planning Development Council, representing the Town of Newburg, speaking to PSD#1's plan for Territory Expansion.

She expressed the need to get Newburg and their engineers together to have a work session with PSD#1 to obtain additional information on the territory expansion plan. There is concern as to whether the current plan is entering existing territories and if everyone has been given the option to have public water service to their property.

It was agreed upon to have a work session June 21, 2023 at 10:30 a.m., after the regular meeting in the commission meeting room.

## Review of Bills

Commissioner Thomas moved to approve and pay the bills that have been properly presented and reviewed. Commissioner Smith seconded the motion. A roll call vote was taken with Commissioners Thomas, Smith, and Stone voting yes. Motion carried.

## Assessor's Office – Consideration and/or action

**Tax Correction List** – Nothing at this time

**Apportionments** – Nothing at this time

## Recognition of Scheduled Appointments

9:31 a.m. Public Service District #1 – Update on Territory Expansion

Cullin Cutright presented an official submission of what the territory expansion would look like after some adjustments were made to go around the area of what Newburg had planned to do. There was discussion. Mr. Cutright stated that not making a decision to move forward at this time would not disrupt anything because they are still working and waiting for the official word from AML.

9:35 a.m. Stacy Greaser, Victim Advocate – VOCA State and Federal Grants  
Nothing presented.

9:36 a.m. Assessor's Office – Budget Revisions

Danielle Huggins presented budget revisions needed for the assessor's office to help cover costs of a server.

Commissioner Smith moved to approve the budget revisions as they have been presented. Commissioner Thomas seconded the motion. A roll call vote was taken with Commissioners Smith, Thomas and Stone voting yes. Motion carried. (See attached.)



**Connie R. Ervin  
Assessor  
Preston County**

ALLOWED  
AND PAYMENT AUTHORIZED  
MAY 23 2023  
*Samantha Stone*  
PRESIDENT OF  
COUNTY COMMISSION

Ms. Samantha Stone, President  
Preston County Commission  
106 W. Main St., Court House  
Kingwood, WV 26537

Dear Ms. Stone:

I respectfully submit the following budget revision:

DECREASE:

001-406-108-----\$ 500.00  
001-406-216-----\$ 300.00  
001-406-221-----\$ 1,000.00  
001-406-222-----\$ 20.00  
001-406-223-----\$ 80.00  
001-406-341-----\$ 700.00  
001-406-342-----\$ 140.00

INCREASE:

001-406-459-----\$ 2,740.00

TOTAL \$ 2,740.00

\$ 2,740.00

This budget revision is to help fund the purchase of the new server we need to replace both the physical GIS server and the virtual file/domain server. This budget revision is for the current fiscal year only.

Sincerely yours,

*Connie R. Ervin*

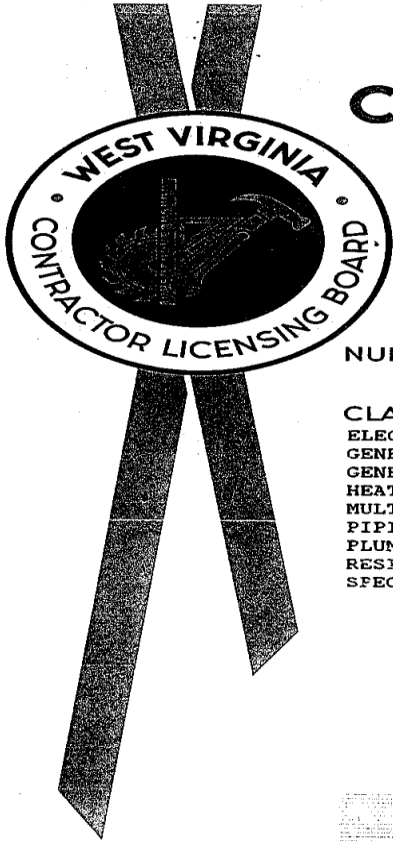
Connie R. Ervin  
Assessor

10:00 a.m. Bid Award – Courthouse Chiller

Mr. Larue noted that the low bidder in the bid proposal would not submit the scope of work to the commission so therefore the middle bidder of H.E. Neumann was awarded the Courthouse Chiller contract with a bid of \$107,889.

Commissioner Smith made a motion to accept the bid of \$107,889 from H.E. Neumann because they are the lowest qualified bidder. Commissioners Thomas seconded the motion. A roll call vote was taken with Commissioners Smith, Thomas, and Stone voting yes. Motion carried. (See attached.)

Commissioner Smith made a motion to authorize the President to sign the Project Agreement between the Preston County Commission and H.E. Neumann. Commissioner Thomas seconded the motion. A roll call vote was taken with Commissioner Smith, Thomas, and Stone voting yes. Motion carried. (See attached.)



# CONTRACTOR LICENSE

AUTHORIZED BY THE  
West Virginia Contractor  
Licensing Board

NUMBER: WV030004

CLASSIFICATION:  
ELECTRICAL  
GENERAL BUILDING  
GENERAL ENGINEERING  
HEATING, VENTILATING & COOLING  
MULTIFAMILY  
PIPING  
PLUMBING  
RESIDENTIAL  
SPECIALTY

H E NEUMANN COMPANY  
DBA H E NEUMANN COMPANY  
PO BOX 6208  
WHEELING, WV 26003

DATE ISSUED

AUGUST 07, 2022

EXPIRATION DATE

AUGUST 07, 2023

Authorized Signature

Chair, West Virginia Contractor  
Licensing Board



A copy of this license must be readily available for inspection by the Board on every job site where contracting work is being performed. This license number must appear in all advertisements, on all bid submissions, and on all fully executed and binding contracts. This license is non-transferable. This license is being issued under the provisions of West Virginia Code, Chapter 30, Article 42.



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/3/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Riggs, Counselman, Michaels & Downes, Inc. 555 Fairmount Avenue Towson MD 21286	CONTACT NAME: Rebecca Gierczak HENCHH GAU10WOhio PHONE (A/C No. Ext): 410-339-7263 FAX (A/C No): 410-339-7234 EMAIL: rgierczak@rcmd.com ADDRESS:
INSURED H.E. Neumann Company; Henco Holdings, L.L.C 100 Middle Creek Road Triadelphia WV 26059-1109	INSURER(S) AFFORDING COVERAGE INSURER A: Phoenix Insurance Company NAIC # 25623 INSURER B: Travelers Property Casualty Company of America 25674 INSURER C: Charter Oak Fire Insurance Company 25615 INSURER D: Standard Fire Insurance Company 19070 INSURER E: INSURER F:

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD. WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROCT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:		VTNCO54698537PHX23	4/1/2023	4/1/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		VTOCAP54698549COF23	4/1/2023	4/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		CUP2W0968892325	4/1/2023	4/1/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	UB1S28152623K	4/1/2023	4/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Ohio Stop Gap Coverage is included under the Workers Compensation policy  
General proof of coverage

CERTIFICATE HOLDER Specimen	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Rebecca Gierczak</i>
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H. E. Neumann Company

LIST OF SUBCONTRACTORS FOR CHILLER AND CONDENSER REPLACEMENT

Mon Valley Electric, Inc. (Electrical Work)

EPI Inc. (piping insulation)

NO ADDENDUMS

302  
5/15/23

Preston County Commission – Replace Existing Chiller System that serves Preston County Courthouse

FORM FOR PROPOSAL

DATE: 5/15/2023

TO THE OWNER Preston County Commission  
106 West Main Street, Suite 202  
Kingwood, West Virginia 26537

PROJECT Replace the existing chiller system (indoor and outdoor sections) that serves the Preston County Courthouse, 101 West Main Street, Kingwood, West Virginia 26537.

The Undersigned, called the Bidder, being familiar with and understanding the bidding documents and also having examined the site and being familiar with all local conditions affecting the project hereby proposes to furnish all labor, material, equipment, supplies and transportation and to perform all Work in accordance with the bidding documents within the time set forth below for the sum of:

Base Bid

TOTAL BASE BID \$ 1,077,889.00

(in words)

Note: Any discrepancies in words or number, the lower amount shall prevail.



PROJECT AGREEMENT

Proposal Date	Proposal Number	Agreement Number
5/15/2023	PPA28457	

BY AND BETWEEN:

H.E. Neumann Company  
100 Middle Creek Road  
Triadelphia, WV 26059

AND

Preston County Commission  
106 W Main Street  
Suite 202  
Kingwood, WV 26537

Contractor

Customer

SERVICES WILL BE PROVIDED AT THE FOLLOWING LOCATION(S):

COURTHOUSE CHILLER & CONDENSER REPLACEMENT

We are pleased to confirm our proposal for all labor and materials to replace the existing chiller system (indoor & outdoor sections) that serves your facility. We would provide and install a new Carrier replacement chiller of equal sizing & configuration. The chiller & condenser would come complete with non-fused disconnect switch, hot gas by-pass, BACnet communication, scrolling marquee display, low sound fans, hail guards, bronze Y strainer and micro channel coil. Included are allowances for the new equipment (indoor & outdoor pieces), all inlet & outlet chilled water piping revisions, all refrigerant piping revisions (inside & outside pieces), new 410a refrigerant, new refrigerant filter driers and new refrigerant piping insulation (inside & outside). Also included are allowances for removal of the old refrigerant into approved refrigerant tanks supplied by owner, crane rental, flatbed (roll-off) truck rental, insulation sub-contractor for properly insulating the disturbed chilled water lines, interface new chiller with the buildings HVAC control system, electrical sub-contractor for reconnecting the indoor & outdoor electrical connections and proper system start-up and testing by our service technicians AND a CARRIER FACTORY start-up technician. This project would be protected by a (1) year parts and labor warranty and an extended (2nd through 5th) year compressor (part only) warranty.

Equipment manufacturer has stated a (32) week lead-time to receive the new chiller & condenser. We can begin work within 1 week of receiving the equipment.

TOTAL PROJECT AMOUNT = \$1,077,889.00

Due to current market conditions, pricing and lead times for material, equipment, parts, etc. are subject to change on a daily basis. Pricing and lead times quoted in this proposal are current as of the date on the proposal and are subject to change upon verification from vendor(s). As a condition of performance, payments are to be made on a progress basis. This proposal will become a binding Agreement only after acceptance by the Customer and approved by an officer of Contractor as evidenced by their signatures below. This agreement sets forth all of the terms and conditions binding upon the parties hereto; no person has authority to make any claim, representation, promise or condition on behalf of Contractor which is not expressed herein.

Rep John Longwell

Customer Samantha Stone

Name & Title John Longwell - Senior Project Manager

Name & Title Samantha Stone, President

Date 5/15/23

Date May 23, 2023

Confidential and Proprietary. No Unauthorized Reproduction or Use.

**PROJECT AGREEMENT TERMS AND CONDITIONS**

1. Customer shall permit Contractor free and timely access to areas and equipment, and allow Contractor to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during the Contractor's normal working hours.
  2. Contractor warrants that the workmanship hereunder shall be free from defects for thirty (30) days from date of installation. If any replacement part or item of equipment proves defective, Contractor will extend to Customer the benefits of any warranty Contractor has received from the manufacturer. Removal and reinstallation of any equipment or materials repaired or replaced under a manufacturer's warranty will be at Customer's expense and at the rates in effect.
  3. Customer will promptly pay invoices within ten (10) days of receipt. Should a payment become thirty (30) days or more delinquent, Contractor may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately upon demand.
  4. Customer shall be responsible for all taxes applicable to the services and/or materials hereunder.
  5. Any alteration to, or deviation from, this Agreement involving extra work, cost of materials or labor will become an extra charge (fixed price amount to be negotiated or on a time-and-material basis at Contractor's rates then in effect) over the sum stated in this Agreement.
  6. In the event Contractor must commence legal action in order to recover any amount payable or owed to Contractor under this Agreement, Customer shall pay Contractor all court costs and attorneys' fees incurred by Contractor.
  7. Any legal action against the Contractor relating to this Agreement, or the breach thereof, shall be commenced within one (1) year from the date of the work.
  8. Contractor shall not be liable for any delay, loss, damage or detention caused by unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Contractor's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond its control.
  9. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Contractor, its agent and employees from and against all claims, damages, losses and expenses (including but not limited to attorneys' fees) arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Contractor.
  10. Customer shall make available to Contractor's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA'S Hazard Communication Standard Regulations.
  11. Contractor's obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of asbestos or any other toxic or hazardous substances, hazardous wastes or hazardous materials. In the event such substances, wastes and materials are encountered, Contractor's sole obligation will be to notify the Owner of their existence. Contractor shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted.
- Contractor expressly disclaims any and all responsibility and liability for the indoor air quality of the customer's facility, including without limitation, injury or illness to occupants of the facility or third parties, or any damage to the customer's facility, arising out of or in connection with the Contractor's work under this agreement, including without limitation any illness, injury, or damage resulting in any manner from any fungus(es) or spore(s), any substance, vapor or gas produced by or arising out of any fungus(es) or spore(s), or any material, product, building component or structure that contains, harbors, nurtures or acts as a medium for any fungus(es) or spore(s).
12. UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY OR OTHERWISE, WILL CONTRACTOR BE RESPONSIBLE FOR LOSS OF USE, LOSS OF PROFIT, INCREASED OPERATING OR MAINTENANCE EXPENSES, CLAIMS OF CUSTOMER'S TENANTS OR CLIENTS, OR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.

**Approval of Minutes – May 2, 2023**

No minutes approved on this day.



**Estate Settlements – May 8, 2023 thru May 11, 2023**

Commissioner Thomas moved that the proceeding estate settlements and/or waivers thereof, having been filed for a period of ten (10) days prior to the commencements of this term and there being no exceptions or objections filed thereto, be approved and confirmed. (See attached.)

*United States of America*



*State of West Virginia*

*County of Preston, ss:*

**Settlement List**

Notice is hereby given that the following estate(s) have been submitted for settlement from 05/08/2023 thru 05/11/2023 in the Preston County Clerk's Office at 106 West Main Street, Suite 103, Kingwood, WV 26537-1131. For approval by the Preston County Commission on Tuesday, May 23, 2023.

- ESTATE NUMBER: **4401**  
SETTLEMENT TYPE: Affidavit and Waiver of Final Settlement  
SETTLEMENT RECORDED: May 08, 2023  
ESTATE NAME: **THOMAS F. BOBO**  
EXECUTRIX: LESLIE A BRAND RILEY  
FIDUCIARY COMMISSIONER: WOODROW E. TURNER  
P.O. BOX 585  
KINGWOOD, WV 26537-0585
- ESTATE NUMBER: **4397**  
SETTLEMENT TYPE: Affidavit and Waiver of Final Settlement  
SETTLEMENT RECORDED: May 08, 2023  
ESTATE NAME: **JAN LEE COOK II**  
ADMINISTRATRIX: CAROLYN L. COOK
- ESTATE NUMBER: **4455**  
SETTLEMENT TYPE: Affidavit and Waiver of Final Settlement  
SETTLEMENT RECORDED: May 08, 2023  
ESTATE NAME: **THOMAS DEMANCHYK**  
EXECUTRIX: JILL D. LANESE  
FIDUCIARY COMMISSIONER: WOODROW E. TURNER  
P.O. BOX 585  
KINGWOOD, WV 26537
- ESTATE NUMBER: **3168**  
SETTLEMENT TYPE: Affidavit and Waiver of Final Settlement  
SETTLEMENT RECORDED: May 08, 2023  
ESTATE NAME: **STANLEY R. EVANS**  
EXECUTRIX: DARLENE S. BRYTE
- ESTATE NUMBER: **3110**  
SETTLEMENT TYPE: Affidavit and Waiver of Final Settlement  
SETTLEMENT RECORDED: May 11, 2023  
ESTATE NAME: **HANS JOSEF GOEHL**  
ADMINISTRATOR: SUSAN G. JONES  
FIDUCIARY COMMISSIONER: WOODROW "BUDDY" E. TURNER ATTORNEY AT LAW  
P.O. BOX 585  
KINGWOOD, WV 26537
- ESTATE NUMBER: **4117**  
SETTLEMENT TYPE: Report of Receipts, Disbursements and Distribution; Affidavit  
SETTLEMENT RECORDED: May 11, 2023  
ESTATE NAME: **NORMA FERN HAYES**  
CO EXECUTOR: KIMBLE HAYES  
CO EXECUTRIX: JOY MOORE
- ESTATE NUMBER: **4412**  
SETTLEMENT TYPE: Affidavit and Waiver of Final Settlement  
SETTLEMENT RECORDED: May 10, 2023  
ESTATE NAME: **BEVERLY R. STONE**  
EXECUTOR: TERRY R. STONE

Subscribed and sworn to before me on 05/17/2023.

*Linda Huggins*

Clerk of the Preston County Commission

By: *Ashley Cole*  
Ashley Cole, Deputy Clerk

Commissioner Smith seconded the motion. A roll call vote was taken with Commissioners Thomas, Smith and Stone voting yes. Motion carried.

**Proceedings in Vacation – May 11, 2023 through May 17, 2023**

Commissioner Smith moved to dispense with the reading in open court of the Proceedings of the Clerk of this Commission, had in vacation on May 11, 2023 thru May 17, 2023 inclusive, and to approve and confirm the same as presented by the County Clerk, there having been no exception or objections filed thereto. (See attachment.)

*United States of America*



*State of West Virginia*

*County of Preston, ss:*

**Clerk's Fiduciary Report**

**Estates from Thursday, May 11, 2023, through Wednesday, May 17, 2023**

The County Commission of Preston County this 23<sup>rd</sup> day of May, 2023 proceeded to examine the report of the Clerk of the Commission of the Fiduciary and Probate matters had before her 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, May 11, 2023, the following matters were disposed of in the presence of the Clerk:**

More than 30 days since the date of death or the surviving spouse or heir, upon a motion, **LEWIS A. SHROUT, JR.** was appointed and qualified as ADMINISTRATOR of the estate of **LEWIS ANDERSON SHROUT**, deceased. No bond was required.

More than 30 days since the date of death or the surviving spouse or heir, upon a motion, **TOM WILLIS** was appointed and qualified as ADMINISTRATOR of the estate of **TIMOTHY RAY WILLIS**, deceased. Bond was 300,000.00.

More than 30 days since the date of death or the surviving spouse or heir, upon a motion, **JACOB LOUGHRY** was appointed and qualified as CO ADMINISTRATOR of the estate of **THOMAS ALLEN LOUGHRY**, deceased. No bond was required. More than 30 days since the date of death or the surviving spouse or heir, upon a motion, **MEAGAN LOUGHY** was appointed and qualified as CO ADMINISTRATRIX of the estate of **THOMAS ALLEN LOUGHRY**, deceased. No bond was required.

More than 30 days since the date of death or the surviving spouse or heir, upon a motion, **RAECHEAL L. SHAW** was appointed and qualified as ADMINISTRATRIX of the estate of **THUMPER FRANKLIN FRIEND**, deceased. Bond was 15,000.00. The Said estate was referred to **OLIVIA DEVAL**, a FIDUCIARY COMMISSIONER for the Preston County Commission, for Settlement thereof.

**On, Monday, May 15, 2023, the following matters were disposed of in the presence of the Clerk:**

More than 60 days since the date of death or the surviving spouse or heir, upon a motion, **MICHELE L. BARNETT** was appointed and qualified as SUCCESSOR of the Small Estate Intestate Affidavit **CLYDE WILLIAM GIBSON**, deceased. No bond was required.

The last will and testament of **LYWOOD ROWE CLARK**, deceased, was proved by the affidavit of the attesting witnesses and the same was admitted to probate and record and a S

**SHIRLEY JEAN CLARK**, as SUCCESSOR thereof, qualified as such. No bond was required.

**On, Tuesday, May 16, 2023, the following matters were disposed of in the presence of the Clerk**

The last will and testament of **DELORES M. SMITH, AKA DELORES H. SMITH**, deceased, was proved by the affidavit of the attesting witnesses and the same was admitted to probate and record.

**ROBBIE J. MARTIN**, who was named in the last will and testament of **DELORES M. SMITH AKA DELORES H. SMITH**, deceased, as EXECUTRIX thereof, qualified as such. No bond was required.

Subscribed and sworn to before me on 05/17/2023.

*Linda Higgins*

Clerk of the Preston County Commission

By: *Ashley Cole*  
Ashley Cole, Deputy Clerk

Commissioner Thomas seconded the motion. A roll call vote was taken with Commissioners Smith, Thomas and Stone voting yes. Motion carried.

**Fiduciary Commissioner Report – None**



## Old Business- Consideration and/or action

## New Business – Consideration and/or action

### Facility Manager’s Report – Consideration and/or action

#### A. Courthouse – Update

- Family Court – hooking up receptacle in the new wall and changing some lights to LED in the lobby.
- Keystone Waterproofing- sealing/repainting of the courthouse is complete.

#### B. Sheriff Department – Update

- Bathroom under the steps for inmates is complete.
- Panhandle continued to work on drywall repairs and flooring. They will not be here this week but are working to get the contract to the commission.

### County Coordinator’s Report-Consideration and/or action

President Stone recognized Kathy Mace with the County Coordinator’s Report.

#### A. 2023-2024 WV Corp Coverage Intent Form

Ms. Mace noted the changes to coverage with deleting the wrestling barn, building and contents, deleting the contents from the McGrew House, 2 vehicles have been sold and after discussions with IT Mindshare, the limit has been raised to \$2M, which raises the premium by \$6K.

Commissioner Thomas moved to approve the Coverage Intent Form for WV Corp and authorize President, Samantha Stone, to sign. Commissioner Smith seconded the motion. A roll call vote was taken with Commissioners Thomas, Smith and Stone voting yes. Motion carried.

#### B. Approve Purchase of 4 AED Units for County Buildings

Ms. Mace was granted permission to move forward with the purchase of 4 AEDs to cover the courthouse, annex, animal shelter, jail building and the extension office and noted this is a different unit with an added cost of \$900.00 for a total of \$9,975.00.

#### C. Report on CARES Funding

In bill box:

Heart Monitor for Masontown VFD total purchase in the amount of \$37,737.73. Masontown is paying the \$6,075 for the service agreement,

Rowlesburg - \$4,000 for payments and \$995.11 from allocations of \$5K from Aug. 2022. All that’s left on the list for EMS is Masontown VFD-\$1,000; Union Ambulance-\$9,000, and Terra Atla VFD-\$1,000. All have been contacted.

#### D. Legal Holidays – Closings for June

Governor determined that June 19<sup>th</sup> will be a holiday. In addition, on June 20<sup>th</sup> the courthouse will also be closed for WV Day. See below for meeting and work session dates for the month of June.

## June

### County Commission meetings

June 6 Commission meeting

June 13 Commission meeting

June 14 Work Session EMS

June 19, 20 Holidays

June 21 Commission meeting and Work Session

June 27 Commission meeting

E. Budget Revisions

See Recognition of Appointment above for budget revisions for the Assessor's Office 9:36 a.m. appointment.

F. Miscellaneous Correspondence

- Letters are ready for signatures on the ARPA projects. Ms. Mace provided for each of the project recipients a list of their quarterly report due dates.
- The server for the clerk and sheriff's office is in. IT Mindshare has been notified to do the installation.

**Personnel Matters – Consideration and/or action**

**Legal Matters - Consideration and/or action**

**Information**

A. Miscellaneous Correspondence

**Commissioners' Comment**

At 10:34 a.m. there being no further business to come before the Commission, President Stone declared the Regular Session adjourned.

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*Commissioner*

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*Commissioner*

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*Commissioner*

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05/23/2023

