

A G E N D A
PRESTON COUNTY COMMISSION
July 25, 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 – None

Apportionments - None

Recognition of Scheduled Appointments –

9:31 a.m. Duane Hamilton, OEM/E911 - Employee Hire and Employee Salary Adjustment

9:35 a.m. John Wilhem, Concerned Citizen - Veterans Plaza Bricks

Approval of Minutes – June 13 and June 21, 2023

Estate Settlements List – July 13, 2023 thru July 13, 2023

ESTATE NAME: **FREDERICK WILLIAM TURNLEY**

Proceedings in Vacation/Clerk's Fiduciary Report – July 13, 2023 through July 19, 2023

Fiduciary Commissioner Report – None

Old Business – Consideration and/or action

New Business – Consideration and/or action

A. County Finances – Anticipated Executive Session

Facility Manager's Report – Consideration and/or action

A. Update on Panhandle/Contract

B. Update on Dailey Building

County Administrator's Report - Consideration and/or action

A. FY 2023 Carryover – Budget Revisions

B. Cancel August 15 County Commission Meeting

C. Discussion on Sheltered Workshop Ribbon Cutting August 14 at 3pm

D. Update on PSD#1 Expansion

E. Budget Revisions

F. Miscellaneous Correspondence

Personnel Matters- Consideration and/or action

A. Executive Session – Personnel

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., July 25, 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 Administrator, Nathan Raybeck and County Clerk, Linda Huggins.

The following persons registered their attendance during the meeting:

Jennifer Graham – DP

Theresa Marthey – PCN&J

Deanna Lively
Nichole Larew
Alison Nussear
Joe Larue
Melissa Hardy
Shellie Humphrey

Connie Ervin-Assessor
John R. Wilhelm
Sheriff Paul Pritt
Duane Hamilton
Tiffany Hess

Review of Bills

Commissioner Thomas moved to 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 – None

Apportionments –None

Recognition of Scheduled Appointments –

9:31 a.m. Duane Hamilton, OEM/E911 – Employee Hire and Employee Salary Adjustment

Commissioner Smith made a motion to approve the hire of Jonathan Thorne as a part-time 911 Public Safety dispatcher for Preston County E911 effective immediately. Commissioner Thomas seconded the motion. A roll call vote was taken with Commissioners Smith, Thomas, and Stone voting yes. Motion carried.

Commissioner Smith made a motion to approve the employee salary adjustment increase for Kari Pratt in the amount of \$0.25. Commissioner Thomas seconded the motion. A roll call vote was taken with Commissioners Smith, Thomas and Stone voting yes. Motion carried.

9:35 a.m. John Wilhelm, Concerned Citizen – Veterans Plaza Bricks

Mr. Wilhelm came before the commission today with concerns regarding the damaged Veterans Memorial Plaza bricks asking for the commission to replace them. He believes there to be 12 altogether that need replaced. He requested that if the bricks aren't replaced, he would like for his Father's brick to be removed.

Commissioner Stone said they will definitely address the bricks, make a plan and see what the procedure needs to be moving forward.

Mr. Wilhelm requested a response by September 1st.

Approval of Minutes – June 13, 2023 and June 21, 2023

Commissioner Thomas moved to approve the minutes of June 13, 2023 and June 21, 2023. Commissioner Smith seconded the motion. A roll call vote was taken with Commissioners Thomas, Smith and Stone voting yes. Motion carried.

Estate Settlements – July 13, 2023 thru July 13, 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 07/13/2023 thru 07/13/2023 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, July 25, 2023.

ESTATE NUMBER: 3859
SETTLEMENT TYPE: Affidavit and Waiver of Final Settlement
SETTLEMENT RECORDED: July 13, 2023
ESTATE NAME: **FREDERICK WILLIAM TURNLEY**
CO ADMINISTRATRIX: REBECCA FINCH
CO ADMINISTRATOR: FREDERICK A. TURNLEY

Subscribed and sworn to before me on 07/19/2023

Handwritten signature of Linda Huggins in cursive.

Linda Huggins
Clerk of the Preston County Commission

By Handwritten signature of Tammy Johnson in cursive.

Tammy Johnson
Deputy Clerk/Probate

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

Proceedings in Vacation – July 13, 2023 thru July 19, 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 July 13, 2023 thru July 19, 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, July 13, 2023, through Wednesday, July 19, 2023

The County Commission of Preston County this 25th day of July, 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, July 13, 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 BARRA** was appointed and qualified as SUCCESSOR of the Small Estate Affidavit Intestate of **BARRY L. BARRA**, deceased. No bond was required.

The last will and testament of **PAMELA G. KELLY**, deceased, was proved by the affidavit of the attesting witnesses and the same was admitted to probate and record.

RONALD F. KELLY, who was named in the last will and testament of **PAMELA G. KELLY**, deceased, as EXECUTOR thereof, qualified as such. No bond was required.

On, Friday, July 14, 2023, the following matters were disposed of in the presence of the Clerk:

The said estate of **MARTHA LUCILLE GRIMM**, deceased was referred to **OLIVIA DEVAL**, a FIDUCIARY COMMISSIONER for the Preston County Commission, for settlement thereof.

The last will and testament of **MARY LOU SHAFFER**, deceased, was proved by the affidavit of the attesting witnesses and the same was admitted to probate and record and a Small Estate Affidavit Testate was filed.

JAMES R. SHAFFER was named SUCCESSOR thereof, qualified as such. No bond was required.

The last will and testament of **TONY TALERICO**, deceased, was proved by the affidavit of the attesting witnesses and the same was admitted to probate and record and a Small Estate Affidavit Testate was filed.

LEANNE BISHOFF was named SUCCESSOR thereof, qualified as such. No bond was required.

On, Monday, July 17, 2023, the following matters were disposed of in the presence of the Clerk:

The last will and testament of **KAREN S. HOWELL**, deceased, was proved by the affidavit of the attesting witnesses and the same was admitted to probate and record.

ASHLEY S. HOLZINGER PLACER, who was named in the last will and testament of **KAREN S. HOWELL**, deceased, as EXECUTRIX thereof, qualified as such. No bond was required.

On, Tuesday, July 18, 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, **JUDY WEST** was appointed and qualified as ADMINISTRATRIX of the estate of **FRED ALLEN SISLER**, deceased. Bond was 25,000.00.

On, Wednesday, July 19, 2023, the following matters were disposed of in the presence of the Clerk:

The Small Estate Affidavit Testate of **SHERRAN ANN CARROLL**, deceased, was amended, as further assets were located.

ANNA MORGAN WOODS, remains SUCCESSOR thereof, qualified as such. No bond was required.

Subscribed and sworn to before me on 07/19/2023

Linda Huggins

Linda Huggins
Clerk of the Preston County Commission

By *Tammy Johnson*

Tammy Johnson
Deputy Clerk/Probate

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

A. County Finances – Anticipated Executive Session

President Stone recognized Chief Tax Deputy Melissa Hardy who explained that going through the records, it was discovered that the fire levy, the excess county money was going into the General County Account and not into the Fire Levy Account. She said with the help of Tiffany, a State Auditor, they were able to come up with a number of \$533,464.00 to reimburse the Excess Levy Account.

At 9:51 a.m., Commissioner Stone moved to go into Executive Session for personnel. Commissioner Smith seconded the motion. A roll call vote was taken with Commissioner Stone, Smith and Thomas voting yes. Motion carried.

Those in attendance for the Executive Session were: Commissioners Samantha Stone, Don Smith and Hunter Thomas. Also in attendance was County Administrator Nate Raybeck, Chief Tax Deputy Melissa Hardy, and Sheriff Paul Pritt.

EXECUTIVE SESSION

At 10:08 a.m., Commissioner Thomas moved to come out of Executive Session and reenter open session. Commissioner Smith seconded the motion. A roll call vote was taken with Commissioners Thomas, Smith and Stone voting yes. Motion carried.

President Stone advised that no action was taken as a result of the Executive Session.

Facility Manager’s Report – Consideration and/or action

Mr. Larue updated the commission on a power outage that occurred during the prior day evening that caused electrical issues and problems with the servers. He and ITMindshare worked until 12:45 a.m. to get things back up and running.

A. Update Panhandle/Contract

President Stone met with Panhandle last Thursday negotiating the contract to adhere to the changes suggested by the Prosecuting Attorney.

At 9:00 a.m. the contract was emailed to the county and was under review by the Prosecuting Attorney.

At 10:19 a.m., Commissioner Thomas moved to go into Executive Session for personnel. Commissioner Smith seconded the motion. A roll call vote was taken with Commissioner Thomas, Smith and Stone voting yes. Motion carried.

Those in attendance for the Executive Session were: Commissioners Samantha Stone, Don Smith and Hunter Thomas. Also in attendance was Joe Larue.

EXECUTIVE SESSION

At 10:28 a.m., Commissioner Thomas moved to come out of Executive Session and reenter open session. Commissioner Smith seconded the motion. A roll call vote was taken with Commissioners Thomas, Smith and Stone voting yes. Motion carried.

President Stone advised that no action was taken as a result of the Executive Session.

After additional discussion regarding when Panhandle would return to complete the job:

Commissioner Smith moved to approve and authorize the President to sign the contract with Panhandle Cleaning and Restoration Inc for the Sheriff's Department Project. Commissioner Thomas seconded the motion. A roll call vote was taken with Commissioners Smith, Thomas and Stone voting yes. Motion carried. (See attached.)

CONTRACTING SERVICES AGREEMENT

THIS AGREEMENT, made as of the 25th day of July, by and between **PANHANDLE CLEANING & RESTORATION, INC.**, with an address of 42 38th Street, Wheeling, WV 26003 ("Contractor") and **Preston County Commission** with an address of 103 W. Main Street, Kingwood, WV 26537 ("Owner"). **WHEREAS**, Contractor has been requested to provide certain labor and/or materials ("Contracting Services") for the benefit of the Owner as more specifically designated on the estimate attached hereto; and **WHEREAS**, the Contractor is willing to perform such Contracting Services for the benefit of the Owner subject to the following terms and conditions.

NOW, THEREFORE WITNESSETH: That for an in consideration of the mutual undertakings set forth below, and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the parties intending to be legally bound do hereby agree as follows:

1. **Scope of Work.** The Contractor shall perform the scope of work as outlined in the attached estimate. In the event that there are any additions, deletions or other changes to the scope of work, such modifications shall be made in writing and signed by both parties. Any adjustment to the Contract Price based on such approved modifications shall be made as set forth hereinafter.
2. **Contract Price; Payment.** The Owner shall pay or cause to be paid to the Contractor the sum of \$269,231.83 (Two Hundred Sixty-Nine Thousand Two Hundred Thirty-One dollars 83/100) (the "Contract Price") for the Contracting Services to be performed under this Agreement as set forth below. If the Owner is entitled to receive insurance proceeds for all or any portion of the Contracting Services, the Owner hereby authorizes such insurance company to remit such insurance proceeds either directly to the Contractor or jointly to the Owner and the Contractor. In the event of any modifications to the scope of work of the Contracting Services requested by the Owner, the Contractor shall furnish a written statement of the value of such change as either an additional cost or credit to the Contract Price. The Owner's written acceptance of such modification and corresponding increase or decrease shall constitute an authorized adjustment to the Contract Price.

Payment of the Contract Price shall be made to the Contractor as follows:

- A. Thirty-Five percent of the original Contract Price upon acceptance of this Agreement **(\$94,231.14)**
- B. Following Payments shall be in accordance with the Schedule of Values, based upon actual percentage of completion.
- C. The balance of the Contract Price including any adjustments is due upon receipt of Contractor's final invoice, which shall be remitted upon completion of Contracting Services.

In the event that the Contractor does not receive the payments of the Contract Price as set forth above, the Owner shall be responsible for a late fee equal to one and one-half percent (1.5%) per month of the unpaid amount. In the event that payments related to paragraph 2 are not made timely, Contractor reserves the right to stop all Contracting Services until such payments are made.

3. **Contractor's Responsibilities.** In addition to performing the scope of work for the Contract Services, the Contractor shall also be responsible for the following:
 - A. Maintaining the work area in a reasonably clean manner and removing all debris and trash on a daily basis. All materials, tools and equipment shall be removed from the work area promptly upon completion of the scope of work.
 - B. Maintaining adequate insurance coverage, including property damage, general liability and workers compensation for its employees.
 - C. Obtaining all necessary licenses and permits for the Contracting Services.
 - D. Not unreasonably interfering with the Owner's use and enjoyment of the premises while the Contracting Services are being performed and coordinating the hours and days of such work with the Owner to the extent reasonably possible.
4. **Owner's Responsibilities.** The Owner shall be responsible for the following:
 - A. Cooperating with the Contractor and its employees in scheduling the days and hours that the Contracting Services are to be performed.
 - B. Refraining from interfering with the work of the Contractor's employees or using any equipment, materials, or other property of the Contractor. Any questions or comments of the Owner regarding the Contracting Services shall be directed to either the project supervisor or to the Contractor's office at (304) 232-2321.
 - C. Making the timely payments of the Contract Price as set forth above.
 - D. Assisting the Contractor with obtaining necessary licenses and permits.
 - E. Requesting that any applicable insurance proceeds be paid directly to the Contractor or jointly to the Contractor and Owner.
5. **Miscellaneous.** This Agreement is subject to the following additional terms:
 - A. **Governing Law; Jurisdiction.** This Agreement is governed by and construed under the laws of the State of West Virginia. Any action to enforce the terms of this Agreement shall be brought in the Circuit Court of Preston County, West Virginia.
 - B. **Entire Agreement; Amendment.** This Agreement constitutes the entire understanding between the parties regarding the Contracting Services and supersedes all prior oral or written agreements, discussions or negotiations. Any amendment to this Agreement shall only be valid and binding if in writing and signed by the parties hereto.
 - C. **Binding Effect.** This Agreement shall be a binding obligation upon the parties, their heirs, personal representatives, agents, successors and assigns.

D. Severability. In the event that any portion of this Agreement shall be deemed to be void or unenforceable by a court of competent jurisdiction, the remaining terms and conditions shall be deemed separate and valid provisions.

E. Default. In the event that either party shall be in default of its obligations under this Agreement, written notice of such default shall be made by personal delivery or certified mail, return receipt requested. The defaulting party shall have a period of fifteen (15) days to cure such default, after which time the non-defaulting party may commence action for all remedies and relief to which entitled, including but not limited to reasonable attorney's fees and costs.

F. Time. Anticipated completion date to be February 23, 2024. In the event of delay in the restoration of the Preston County Sheriff's Department as described in the Scope provided to the owner by Panhandle Cleaning and Restoration, Panhandle Cleaning and Restoration shall pay liquidated damages to the Preston County Commissioner's Office in the amount of \$100.00 (One Hundred Dollars and 00/100) per day until completion. Delays caused by Force Majeure events or by actions of the Preston County Commissioner's Office, to include, but not limited to change orders, material lead-times, shall not constitute a delay resulting in the payment of liquidated damages and will extend the completion date to coincide with such added delays.

E. Additional Insured. The Preston County Commissioner's Office shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completion operations) required of Contractor and Subcontractors.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

PANHANDLE CLEANING & RESTORATION, INC.

Michael Spross

Printed Name

Signature

OWNER

x Samantha Stone

Printed Name

Signature

B. Update on Dailey Building

Everything going smoothly.

County Administrator's Report-Consideration and/or action

President Stone recognized Nathan Raybeck with the Administrator's Report.

A. FY 2023 Carryover – Budget Revision

Mr. Raybeck presented a memorandum of the unencumbered and reserved funds for FYE June 30, 2023 and a budget revision for the 2023-2024 Carry Over.

Commissioner Thomas moved to approve the budget revision as it has been presented for the 2023-2024 Carry Over. Commissioner Smith seconded the motion. A roll call vote was taken with Commissioners Thomas, Smith and Stone voting yes. Motion carried. (See attached.)



MEMORANDUM
Preston County Commission

July 25, 2023

Unencumbered and Reserved Funds for FYE June 30, 2023

GENERAL FUND

1. Cash Balance as of June 30, 2023	\$2,281,768
2. Certificates of Deposit as of June 30, 2023	<u>522,770</u>
	\$2,804,538

LESS

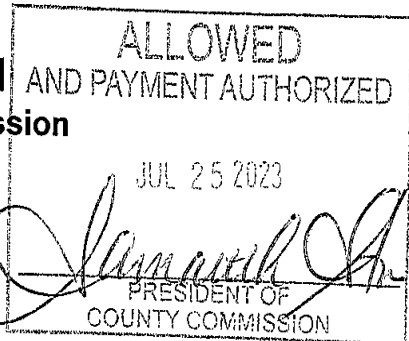
Estimated Carryover	\$1,900,000
Payroll Payables	\$25,213
Reserved ITMindshare Contract	\$14,000
Reserved Insurance Payment Flood	\$97,099
Reserved Hotel/Motel Beautification	\$57,743
Reserved Hotel/Motel Arts	\$15,105
Reserved Ryan Fund	\$5,832
Reserved CFIA Chiller Project Matching Funds	<u>\$25,000</u>
	(\$2,139,992)

UNENCUMBERED FUNDS AS OF JUNE 30, 2023 \$664,546

A budget revision is needed to increase fund balance by \$639,333.
(Payroll Payables totaling \$25,213 are accounted for through a Journal Entry by Bookkeeping)



MEMORANDUM
Preston County Commission



Date: July 25, 2023
 To: Bookkeeping
 From: Nate Raybeck, Administration
 Subject: Budget Revision – Carry Over 2023-2024

INCREASE	001-299-000 (Fund Balance)	\$639,333
INCREASE	001-428-230 (ITMINDSHARE INCREASE)	\$14,000
INCREASE	001-420-223-01 (INSURANCE PAYMENT FLOOD)	\$97,099
INCREASE	001-903-568 (HOTEL/MOTEL ARTS 22-23)	\$15,105
INCREASE	001-913-568 (HOTEL/MOTEL BEAUTIFICATION)	\$57,743
INCREASE	001716-109 (RYAN FUND PAYROLL)	\$5,417
INCREASE	001-716-104 (RYAN FUND FICA)	\$415
INCREASE	001-401-566 (CFIA CHILLER PROJECT MATCH)	\$25,000
INCREASE	001-699-999-99 (CONTINGENCIES)	<u>\$424,554</u>




RESOLUTION

At a regular session of the county commission, held (Month, day and year) July 25, 2023 the following order was made and entered:

SUBJECT: The revision of the Levy Estimate (Budget) for the County of PRESTON. The following resolution was offered:

RESOLVED: That subject to approval of the State Auditor as ex officio chief inspector of public offices, the county commission does hereby direct the budget be revised PRIOR TO THE EXPENDITURE OR OBLIGATION OF FUNDS FOR WHICH NO APPROPRIATION OR INSUFFICIENT APPROPRIATION CURRENTLY EXISTS, as shown on budget revision number 3, of the General County Fund, a copy of which is entered as part of this record.

The adoption of the foregoing resolution having been moved by Commissioner Thomas, and duly seconded by Commissioner Smith the vote thereon was as follows:

	Yes or No
	Yes or No
	Yes or No

WHEREUPON, President Stone, declared said resolution duly adopted, and it is therefore ADJUDGED and ORDERED that said resolution be, and the same is, hereby adopted as so stated above, and the County Clerk is authorized to fix his signature on the attached "Request for Revision to Approved Budget" to be sent to the State Auditor for approval.

B. Cancel August 15 County Commission Meeting

Commissioner Smith made a motion to cancel the August 15, 2023 County Commissioner Regular Meeting due to Commissioners Training and State Auditor Training. Commissioner Thomas seconded the motion. A roll call vote was taken with Commissioner Smith, Thomas and Stone voting yes. Motion carried.

C. Discussion on Sheltered Workshop Ribbon Cutting August 14 at 3 pm
Check on the language; move forward.

D. Update on PSD#1 Expansion

Mr. Raybeck is meeting with Cullen Cutright and Jay Shay on Friday July 28, 2023 to make sure that all parties have all that is needed. To be placed on the Agenda for a vote on August 1st.

E. Budget Revisions

F. Miscellaneous Correspondence

- Liability Coverage – documents presented for a receipt signature. (See attached.)

**WEST VIRGINIA COMMUNITIES
RISK POOL**

COVERSHEET TO MEMBER AGREEMENT

Member: Preston County Commission

Contract #: WV-PR-039-24

Coverage Certificate Term - Effective Date: 07/01/2023

Expiration Date: 07/01/2024

COVERAGE	LIMIT OF LIABILITY*	ANNUAL CONTRIBUTION
I. A. <u>Property</u>		\$26,098
Buildings/Contents - Replacement Cost, unless otherwise noted		
• Business Interruption/Extra Expense	\$100,000	
• Back-up of Sewers and Drains (Per Occurrence)	\$1,000,000	
• Debris Removal	\$20,000,000	
• Pollutant Clean-up and Removal	\$500,000	
• Newly Acquired Locations (per occurrence up to 120 days)	\$10,000,000	
• Property in Transit	\$5,000,000	
• Utility Services Time Element	\$2,000,000	
• Increased Cost of Construction/Ordinance/Demolition	\$20,000,000	
• Earthquake (Pool Aggregate)	\$10,000,000	
• Flood (outside 100-year flood plain; Pool Aggregate)	\$10,000,000	
B. <u>Equipment Breakdown</u>		\$2,716
• Limit Per Breakdown	\$50,000,000	
C. <u>Inland Marine</u>		\$7,840
Replacement Cost if scheduled, otherwise Actual Cash Value		
D. <u>General Liability</u>		\$55,869
• Bodily Injury & Property Damage	\$1,000,000	
• Personal Injury & Advertising	\$1,000,000	
• Products & Completed Operations	\$1,000,000	
• Fire Legal Liability - Real Property	\$100,000	
• Employee Benefits Liability	\$1,000,000	
• Broad Form Property Damage and Property in the Care, Custody, and Control	\$100,000	
E. <u>Automobile</u>		\$40,786
• Bodily Injury & Property Damage - Owned & Hired Autos	\$1,000,000	
• Medical Payments	\$2,000	
• Non-Owned Liability	\$1,000,000	
• Uninsured Motorists	\$1,000,000	
• Underinsured - Underinsured Motorist	\$250,000	
• Garage Liability	\$1,000,000	
• Garagekeepers	\$100,000	
• Automobile Physical Damage	Actual Cash Value or Cost of Repairs Less Deductible	
F. <u>Public Officials Liability</u>		\$11,706
• Per Occurrence	\$1,000,000	
• Annual Aggregate	\$1,000,000	
G. <u>Law Enforcement Liability</u>		Included
• Per Occurrence	\$1,000,000	
H. <u>Crime</u>		\$950
• Employee Dishonesty, Faithful Performance	\$250,000	
• Broad Form Monies and Securities—Inside/Outside	\$250,000	
• Money Orders, Counterfeit, Depositors Forgery	\$250,000	
		1
I. <u>Cyber Risk</u>		\$6,000
• Limit of Liability	\$2,000,000	
J. <u>Environmental Liability</u>		Included
• Each Incident and Aggregate	\$500,000	
• Pool Aggregate	\$1,000,000	
K. <u>Excess Liability</u>		\$9,540
• Excess Automobile Liability - Limit	\$1,000,000	
• Excess General Liability - Limit	\$1,000,000	
• Excess Law Enforcement Liability - Limit	\$1,000,000	
• Excess Public Officials Liability - Limit	\$1,000,000	
• Excess Public Officials Liability - Annual Aggregate	\$1,000,000	
Excess Liability does not include coverage for Non-Owned Automobile Liability or Garage Liability. Uninsured/Underinsured Motorists coverage not included unless elected, returned within 30 days of receipt and additional contribution paid.		
L. <u>Workers' Compensation</u>		\$49,285
• Employers' Liability (Coverage B)	\$1,000,000	
• Coverage A	Statutory	
Program Credit, if Applicable		Included in Above
Total Annual Contribution		\$210,790

*Coverages provided are limited to those listed herein.

*Limits noted are subject to the terms, conditions, and exclusions of the contract. Sublimits may apply.

DEDUCTIBLES (Per Occurrence)

II.

A. Property	
• Per Building and Contents Final Contribution Allocation Schedule (PR_75592) Attached Below	
• Flood	\$25,000
• Earthquake	\$25,000
B. Equipment Breakdown	
• Per Occurrence	\$1,000
C. Inland Marine	
• Per Final Contribution Allocation Schedule (IM_75592) Attached Below	
D. General Liability	
• General Liability	\$0
E. Automobile	
• Comp/Goll Deductibles Per Final Contribution Allocation Schedule (BA_75592) Attached Below	
• Liability	\$0
• Hired Car Physical Damage Comprehensive	\$1,000
• Hired Car Physical Damage Collision	\$1,000
• Garagekeepers	\$1,000
F. Public Officials Liability	
• Per Occurrence	\$15,000
G. Law Enforcement Liability	
• Per Occurrence	\$15,000
H. Crime	
• Per Occurrence	\$250
I. Cyber Risk	
• Per Claim	\$0
J. Environmental Liability	
• Per Occurrence	\$25,000
K. Excess Liability	
• Per Occurrence	Underlying Limits
L. Workers' Compensation	
• Per Occurrence	\$0

3

III. EXCESS COVERAGE OF POOL

- A. **Property:** The Pool maintains reinsurance coverage up to \$100,000,000 in excess of the Pool's per occurrence retention of \$500,000. Each member chooses coverage limits which are set forth in the individual Member Contract. The Reinsurance limits do not increase the limits or benefits available to individual Members or Covered Persons. There could be instances where the reinsurance limits are exhausted, and the Reinsurance obligation ceases. If the Reinsurer coverage obligation ceases, WVcorp will continue to honor each Member Contract up to the limits set forth in the individual Member Contract.
- B. **Liability:** The Pool maintains reinsurance coverage up to the limit of liability shown on page one of this document in excess of the Pool's per occurrence retention of \$500,000.
- C. **Worker's Compensation:** The Pool maintains reinsurance coverage up to the statutory limit of liability in excess of the Pool's per occurrence retention of \$500,000.
- D. **Stop Loss:** The Pool maintains a stop loss aggregate, which attaches at 120% of the contribution collected.

IV. CONTRIBUTION ASSESSMENT

The contributions were based on pool members' experience modified in accordance with an actuarially derived formula.

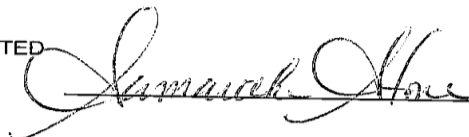
Whenever the Supervisory Board and the Insurance Commission determine that the fund account is actuarially insufficient, when considering pool assets and reserves to cover known claims both reported and unreported, the board shall make an assessment of the members of the Pool. Such assessments shall be paid within 90 days.

V. SERVICE AGENT – Risk Management Programs, Inc.

Note: Local government group self-insurance pools are not protected by any West Virginia insurance guaranty association against default due to insolvency. In the event of insolvency, Members and persons filing claims against Members may be unable to collect any amount owed to them by the Pool regardless of the terms of the Member agreement. In the event the pool is in a deficit position, a Member may be liable for any and all unpaid claims against such Member.

With regards to Workers' Compensation liability, each member agrees to assume and discharge, jointly and severally, any liability under the West Virginia Workers' Compensation Laws of any and all employers party to such agreement and which provides that, in addition to the rights of the pool, in the event of failure of the pool to enforce such rights after reasonable notice to the pool, the commissioner may, at his or her sole discretion, order members to pay into the self-insured Employer Guaranty Risk Pool and Self-Insured Employer Security Risk Pool (if applicable) an amount sufficient to cover the estimated cost of all the accrued and contingent liabilities resulting from the period of self-insured status, or, in the alternative and in the commissioner's sole discretion, secure the liabilities in a manner consistent with other provisions of this rule.

ACCEPTED
BY:




Miscellaneous Correspondence - continued

- Due to a mail issue the 19th Century Grant Reimbursement was re-presented for signature. Documents to be sent by certified mail.
- Building Commission – meeting Aug. 3 or Aug. 10. A vacancy still exists. Looking for a replacement for Bill Means. This individual needs to be a Democrat or Independent.

Personnel Matters – Consideration and/or action

- A. Executive Session – Personnel

Legal Matters - Consideration and/or action

Information

- A. Miscellaneous Correspondence

Connie Ervin came before the commission with a concern from a county tax payer, who relayed that the DEP had contacted her about cleaning up a piece of property that she co-owns with her mother. She was advised to call Litter Control Officer, Jay Sowers.

Commissioners' Comment

At 10:58 a.m. there being no further business to come before the Commission, President Stone declared the Regular Session adjourned.

Commissioner

Commissioner

Commissioner

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07/25/2023

