

A G E N D A
PRESTON COUNTY COMMISSION
JULY 23, 2024
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 –

3D LAND MANAGEMENT LLC
ADAMS CHARLES E
ALMOST HEAVEN
ANNON JENNIFER
BARLOW MARIA & WALTER
BELL CHARLES
BELL CHARLES
BISHOFF JESSICA
BOLYARD GREENLAND
BOLYARD RICHARD PAUL JR
BORN JENNIFER
BRAHAM BRADLEY K & MARY
BRAND RIDGLY K JR
BRENNAN JOHN F
BURNS LISA & HAROLD
BUSSELMAN SIERRAH
COWGER FLOYD E JR
CRESS MARY J
ESTEP JARED S
EVANS HEIDI J
EVANS VIRGINIA B EST
EVERETTS APRIL D
FLEMING ANTHONY G & JAMIE
GRIFFITH GARY L SR & BRENDA
GUILLORY DAVID B & GILSON
HARTSELL CLAUD & BRENDA
HENDERSON DAYTON F SR
HILLERY DALE A & ALISA L
IN HIS IMAGE PHOTOGRAPHY
JENKINS EUGENE J & JULIE
JOHNSON DONALD R JR
JOHNSON JOSEPH A JR
JOHNSON TERRY D & LINDA
JONES ANDY TRUMAN & LISA
JONES JON A
JONES WILLIAM P JR
KEENER JOHN DAVID
KELLY THOMAS & TIFFANY
KEPLINGER TERRY A
KISAMORE RUTH E

LAMBERT LORETTA L
LANCASTER JAMES E & HELGA
LANTZ WILLIAM & TERESA M
LAREW DARRELL L & HELEN L
LEWIS ELIZABETH M
LIPSCOMB JEFFREY W & PAM
LOWDERMILK ROBERT D JR
MATLICK MICHAEL A
MILLS GENELDA & GARY
MCCREERY SEAN R & HALEY
METHENY PEGGY L
MILLER DEBRA
MOATS DAVID C
MORELAND BILLY J & ANGELA
MORELAND STEPHEN M JR
NINER MARLA J & LOUIS K
NOWACZYNSKI ERICA R
OGAN JOE
PAQUIN SHIRLEY
PELL SHIRLEY
POLING ROGER JR
RANKIN JEREMIAH
RANKIN MATTHEW M & JANA
RECKART ELISSA L & DANIEL
ROY JASON L & EMILY D
RINGER JESSICA L
ROBERTS FRANK D III
ROBINETTE GLORIA
RODEHEAVER MICHAEL R
ROSE VIRGINIA
SCOTT KEM E & JACKIE
SHAFFER BETTY L
SHAFFERMAN JASON
SIGLEY KELLY A (SHERBAUGH)
SINES PATRICIA R
SISLER CHRISTOPHER M
SISLER REX II
SNYDER DAVID C & PEGGY
SNYDER DAVID SR
STEMPLE WESLEY A & TRINA R
STONE NICHOLAS K
STRAWSER DEENA M
STREETS MARSHA
STUCHELL ROGER L OR ELEANOR
STULL BRIAN D & DEBORAH
STULL DOUGLAS & RIDDLE BUFFIE
SUMMERS JEREMY LLOYD
SYPOLT BRADLEY J
SYPOLT TIMOTHY N SR & PEGGY
TAYLOR ALAN M JR
TEETS JOAN
TURNER JERRY R JR & ALICE

WAGNER GENEVA T
WAGNER JOHN C & CATHY JO
WAGNER MARY
WAGNER MARY
WHETSELL BRANDON & JULIE
WILLIAMS GARY R & RANDEE
WILLIAMS LARRY J
WILSON DUSTY A & KATHY L
WRIGHT LOUELLA & CHRISTOPHER
WRIGHTSTON KEVIN T

Apportionments –

Graham Jay M Sr. & Kimberly K, Personal Property
Smith Eric S & Stacy A, Personal Property

Recognition of Scheduled Appointments –

9:31 a.m. Susan Hardesty, McGrew Society – Request for Funding
9:35 a.m. Justin Wolfe, OEM/E911
A. I AM Responding Contract
B. FY 22 SLCGP Award Document Cybersecurity Grant Program

Approval of Minutes – July 9, 2024 and July 16, 2024

Estate Settlements List – July 8, 2024 thru July 11, 2024

ESTATE NAME: **JOHN B. BOWERMASTER**
ESTATE NAME: **BETTY C. CASSEDAY**
ESTATE NAME: **PATTY ELAINE WILDASIN AKA PATTY E. WELDOSIN**

Proceedings in Vacation/Clerk's Fiduciary Report – July 11, 2024 through July 17, 2024

Fiduciary Commissioner Report – None

Old Business – Consideration and/or action

New Business – Consideration and/or action

Courthouse Reconfiguration Project Update-Consideration and/or action

A. Update from Facilities Supervisor
B. Approval of Change Orders

County Administrator's Report – Consideration and/or action

A. Discussion of Composition of EMS Advisory Board
B. Budget Revisions
C. Miscellaneous Correspondence

Personnel Matters- Consideration and/or action

A. Executive Session

Legal Matters- Consideration and/or action

A. Executive Session

Information

Commissioners' Comments

STATE OF WEST VIRGINIA, COUNTY OF PRESTON, Ss:

The Preston County Commission met in Regular Session at 9:30 a.m., July 23, 2024 in the County Commission Meeting room.

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

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

Recognition of Public

Also, present was County Administrator Nate Raybeck and Assessor Connie Ervin.

The following persons registered their attendance during the meeting:

- Deanna Lively
- Jacob Martin-WV News
- Jennifer Graham-DP
- Sheriff Jim Fields
- Rosemary Bernatowicz
- Justin Wolfe-OEM/E911
- Susan Hardesty

No one registered before the meeting to address the commission.

Review of Bills

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

SYSTEM DATE 07/22/2024 COUNTY OF PRESTON PAGE 1
REPORT DATE 07/22/2024 TRANSACTION EDIT LIST TIME 14:50:42
FILES ID W BATCH NUMBER 0780 USER WVPRRMAR

TYPE	TRANS-NUMBER	P.O. NUMBER	VENDOR	ACCOUNT NUMBER	PROJECT-TASK-COST	INVOICE	TRANDATE	CASH-CODE	TRANS-AMOUNT
SEPARATE-CHK BOX		DISCOUNT-AMT	LIQUIDATE-AMT	DESCRIPTION	DUE-DATE	DISCDATE	CHECK	CHK-DATE	SELECT POSTDATE
		VENDOR NAME	ACCOUNT NAME		PAYEE VENDOR NO		PAYEE VENDOR NAME		
VC	20240780-001	0055	00140234200	DEED BOOKS	07/23/2024	117274	07/03/2024	AG01	388.73
N	NA	.00	.00	CASTO-HARRIS	0055		CASTO-HARRIS		07/2024
VC	20240780-002	5507	00146023000	CO CLERK OPER-CONTRACT SE	07/23/2024	054620	07/02/2024	AG01	1926.85
N	N1	.00	.00	AVENU INSIGHTS &	5507		AVENU INSIGHTS &		07/2024
VC	20240780-003	4236	00141221900	PRINTS	07/23/2024	323364	07/12/2024	AG01	275.75
N	NA	.00	.00	HART OFFICE SOLUTIONS	4236		HART OFFICE SOLUTIONS		07/2024
VC	20240780-004	4236	00140523000	PRINTS	07/23/2024	323216	07/11/2024	AG01	81.95
N	NA	.00	.00	HART OFFICE SOLUTIONS	4236		HART OFFICE SOLUTIONS		07/2024
VC	20240780-005	0374	00140522200	MEMBERSHIP FEES	07/23/2024	07/23/2024	07/23/2024	AG01	1000.00
N	NA	.00	.00	WV STATE BAR	0374		WV STATE BAR		07/2024
VC	20240780-006	4238	05640723000	JUNE 2024	07/23/2024	A240326	06/28/2024	AA56	600.00
N	NA	.00	.00	ATLAS GEOGRAPHIC DATA INC	4238		ATLAS GEOGRAPHIC DATA INC		07/2024
VC	20240780-007	5769	00140623000	CONSULTING SERVICES	07/23/2024	115	07/08/2024	AG01	3125.00
N	N1	.00	.00	BARKER LAND & CONSULTING	5769		BARKER LAND & CONSULTING		07/2024
VC	20240780-008	5769	05640723000	CONSULTING SERVICES	07/23/2024	114	07/08/2024	AA56	3125.00
N	N1	.00	.00	BARKER LAND & CONSULTING	5769		BARKER LAND & CONSULTING		07/2024
VC	20240780-009	3171	00140634100	NAME PLATES	07/23/2024	30260	07/11/2024	AG01	105.66
N	NA	.00	.00	CONCORD QUALITY	3171		CONCORD QUALITY		07/2024
VC	20240780-010	1301	00171721900	LOAN #910006700	07/23/2024	07/08/2024	07/08/2024	AG01	2247.31
N	NA	.00	.00	CLEAR MOUNTAIN BANK	1301		CLEAR MOUNTAIN BANK		07/2024
VC	20240780-011	1549	00173622300	CLIENT ID 19025/GRIF	07/23/2024	744036	07/03/2024	AG01	157.20
N	NA	.00	.00	PINEVIEW VETERINARY HOSP	1549		PINEVIEW VETERINARY HOSP		07/2024
VC	20240780-012	1549	00170022300	CLIENT ID PCAS/GUNNER	07/23/2024	731990	02/02/2024	AG01	18.00
N	NA	.00	.00	PINEVIEW VETERINARY HOSP	1549		PINEVIEW VETERINARY HOSP		07/2024

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TYPE	TRANS-NUMBER	P.O. NUMBER	VENDOR	ACCOUNT NUMBER	PROJECT-TASK-COST	INVOICE	TRANDATE	CASH-CODE	TRANS-AMOUNT
SEPARATE-CHK BOX		DISCOUNT-AMT	LIQUIDATE-AMT	DESCRIPTION	DUE-DATE	DISCDATE	CHECK	CHK-DATE	SELECT POSTDATE
		VENDOR NAME	ACCOUNT NAME		PAYEE VENDOR NO		PAYEE VENDOR NAME		
VC	20240780-013	1549	00170022300	CLIENT ID PCAS/GUNNER	07/23/2024	732250	02/06/2024	AG01	70.30
N	NA	.00	.00	PINEVIEW VETERINARY HOSP	1549		PINEVIEW VETERINARY HOSP		07/2024
VC	20240780-014	4665	00170023000	MAY 2024/USE OF VEHICLE	07/23/2024	07/15/2024	07/15/2024	AG01	400.00
N	N1	.00	.00	AUTO OUTLET OF MORGANTOWN	4665		AUTO OUTLET OF MORGANTOWN		07/2024
VC	20240780-015	4665	00170023000	JUNE 2024/USE OF VEHICLE	07/23/2024	07/15/2024	07/15/2024	AG01	400.00
N	N1	.00	.00	AUTO OUTLET OF MORGANTOWN	4665		AUTO OUTLET OF MORGANTOWN		07/2024
VC	20240780-016	4665	00170023000	JULY 2024/USE OF VEHICLE	07/23/2024	07/15/2024	07/15/2024	AG01	400.00
N	N1	.00	.00	AUTO OUTLET OF MORGANTOWN	4665		AUTO OUTLET OF MORGANTOWN		07/2024
VC	20240780-017	5561	00140621900	COPIER	07/23/2024	16817705	07/11/2024	AG01	220.50
N	NA	.00	.00	LEAF	5561		LEAF		07/2024
VC	20240780-018	2801	00140345900	POSTAGE MACHINE	07/23/2024	07/16/2024	07/16/2024	AG01	222.06
N	NA	.00	.00	PITNEY BOWES	2801		PITNEY BOWES		07/2024
VC	20240780-019	0296	00141234100	SUPPLIES	07/23/2024	39507464	07/12/2024	AG01	44.19
N	NA	.00	.00	QUILL CORP	0296		QUILL CORP		07/2024
VC	20240780-020	6053	00771222100	REIMB-CHARLESTON	07/23/2024	07/17/2024	07/17/2024	AE07	342.83
N	NA	.00	.00	JANA WOLFE	6053		JANA WOLFE		07/2024
VC	20240780-021	6054	00140621400	REIMB-SATELLITE CLINICS	07/23/2024	07/19/2024	07/19/2024	AG01	14.74
N	NA	.00	.00	CHRISTINA LILLY	6054		CHRISTINA LILLY		07/2024
VC	20240780-022	1129	00140621400	REIMB-SATELLITE CLINICS	07/23/2024	07/19/2024	07/19/2024	AG01	73.70
N	NA	.00	.00	CONNIE LOUGHRY	1129		CONNIE LOUGHRY		07/2024
VC	20240780-023	6055	00140621400	REIMB-SATELLITE CLINICS	07/23/2024	07/19/2024	07/19/2024	AG01	24.79
N	NA	.00	.00	KIM MCCOURT	6055		KIM MCCOURT		07/2024
VC	20240780-024	6056	00140621400	REIMB-SATELLITE CLINICS	07/23/2024	07/19/2024	07/19/2024	AG01	24.79
N	NA	.00	.00	DANIELLE HUGGINS	6056		DANIELLE HUGGINS		07/2024

TYPE	TRANS. NUMBER	P.O. NUMBER	VENDOR	ACCOUNT NUMBER	PROJECT-TASK-COST INVOICE	TRANDATE	CASH-CODE	TRANS-AMOUNT
SEPARATE-CHK BOX	DISCOUNT-AMT	LIQUIDATE-AMT	DESCRIPTION	DUE-DATE	DISCDATE	CHECK	CHK-DATE	SELECT POSTDATE
	VENDOR NAME		ACCOUNT NAME	PAYEE VENDOR NO		PAYEE VENDOR NAME		
VC	20240780-025		6057	00140621400	07/23/2024	07/19/2024	07/19/2024	AG01
N	NA	.00	JESSE HALE	REIMB-SATELLITE CLINICS ASSESSOR TRAVEL	6057	JESSE HALE		P 23.45
VC	20240780-026		3405	00173634100	07/23/2024	07/16/2024	07/16/2024	AG01
N	NA	.00	THOMAS MITTER	REIMB-K-9 MED K-9 MAT & SUPPLIES	3405	THOMAS MITTER		P 20.32
VC	20240780-027		0101	00170022200	07/23/2024	07/06/2024	07/06/2024	AG01
N	NA	.00	DOMINION POST	RENEWAL/ACCT #78078 LAW ENFORCE DUES/SUBSCRIP	0101	DOMINION POST		P 250.00
VC	20240780-028		5648	00170034400	07/23/2024	07/06/2024	07/06/2024	AG01
N	NA	.00	CRYSTAL SPRINGS	COOLER RENTAL LAW ENFORCE FOOD/DRUGS	5648	CRYSTAL SPRINGS		P 6.99
VC	20240780-029		5189	00170023000	07/23/2024	07/02/2024	07/02/2024	AG01
N	NA	.00	BEARCOM	JULY 2024 LAW ENFORCE CONT SERVICE	5189	BEARCOM		P 695.00
VC	20240780-030		5300	00170021101	07/23/2024	07/01/2024	07/01/2024	AG01
N	NA	.00	PRODIGI	ACCT #01000987 SHERIFF TELEPHONE-PRODIGI	5300	PRODIGI		P 321.57
VC	20240780-031		3494	00170021103	07/23/2024	07/01/2024	07/01/2024	AG01
N	NA	.00	AT&T MOBILITY	ACCT #287306405281 SHERIFF-TELEPHONE-AT&T	3494	AT&T MOBILITY		P 88.17
VC	20240780-032		4896	00170021600	07/23/2024	07/11/2024	07/11/2024	AG01
N	NA	.00	LEAF	COPIERS LAW ENFORCE M&R EQUIP	4896	LEAF		P 756.50
VC	20240780-033		5986	00181334100	07/23/2024	07/05/2024	07/05/2024	AG01
N	NA	.00	AT&T MOBILITY	ACCT #287323242654 LITTER CONTROL MAT/SUPPLY	5986	AT&T MOBILITY		P 38.24
VC	20240780-034		5985	00170021103	07/23/2024	07/05/2024	07/05/2024	AG01
N	NA	.00	AT&T MOBILITY	ACCT #287305512314 SHERIFF-TELEPHONE-AT&T	5985	AT&T MOBILITY		P 2490.40
VC	20240780-035		0223	00140121302	07/23/2024	07/18/2024	07/18/2024	AG01
N	NA	.00	MON POWER	ACCT #110 088 634 438 UTILITIES MON POWER	0223	MON POWER		P 920.51
VC	20240780-036		0223	00140121302	07/23/2024	07/18/2024	07/18/2024	AG01
N	NA	.00	MON POWER	ACCT #110 080 533 703 UTILITIES MON POWER	0223	MON POWER		P 229.08

TYPE	TRANS. NUMBER	P.O. NUMBER	VENDOR	ACCOUNT NUMBER	PROJECT-TASK-COST INVOICE	TRANDATE	CASH-CODE	TRANS-AMOUNT
SEPARATE-CHK BOX	DISCOUNT-AMT	LIQUIDATE-AMT	DESCRIPTION	DUE-DATE	DISCDATE	CHECK	CHK-DATE	SELECT POSTDATE
	VENDOR NAME		ACCOUNT NAME	PAYEE VENDOR NO		PAYEE VENDOR NAME		
VC	20240780-037		0223	00140121302	07/23/2024	07/18/2024	07/18/2024	AG01
N	NA	.00	MON POWER	ACCT #110 080 536 664 UTILITIES MON POWER	0223	MON POWER		P 168.42
VC	20240780-038		0223	00140121302	07/23/2024	07/18/2024	07/18/2024	AG01
N	NA	.00	MON POWER	ACCT #110 080 534 768 UTILITIES MON POWER	0223	MON POWER		P 12.05
VC	20240780-039		0223	00140121302	07/23/2024	07/18/2024	07/18/2024	AG01
N	NA	.00	MON POWER	ACCT #110 088 637 100 UTILITIES MON POWER	0223	MON POWER		P 1531.06
VC	20240780-040		0223	00140121302	07/23/2024	07/18/2024	07/18/2024	AG01
N	NA	.00	MON POWER	ACCT #110 086 597 272 UTILITIES MON POWER	0223	MON POWER		P 103.12
VC	20240780-041		0223	00140121302	07/23/2024	07/18/2024	07/18/2024	AG01
N	NA	.00	MON POWER	ACCT #110 162 822 297 UTILITIES MON POWER	0223	MON POWER		P 363.09
VC	20240780-042		5233	00173634100	07/23/2024	07/12/2024	07/12/2024	AG01
N	NA	.00	PA TURNPIKE	INV #134786080-1 K-9 MAT & SUPPLIES	5233	PA TURNPIKE		P 3.00
VC	20240780-043		5233	00170023300	07/23/2024	07/12/2024	07/12/2024	AG01
N	NA	.00	PA TURNPIKE	INV #134772715-1 LAW ENFORCE-INVEST. EXP.	5233	PA TURNPIKE		P 15.90
VC	20240780-044		4236	00140121900	07/23/2024	07/16/2024	07/16/2024	AG01
N	NA	.00	HART OFFICE SOLUTIONS	PRINTS CO COMM BLDG/EQUIP RENTS	4236	HART OFFICE SOLUTIONS		P 1.33
VC	20240780-045		4236	00140121900	07/23/2024	07/12/2024	07/12/2024	AG01
N	NA	.00	HART OFFICE SOLUTIONS	PRINTS CO COMM BLDG/EQUIP RENTS	4236	HART OFFICE SOLUTIONS		P 77.09
VC	20240780-046		4763	00140123700	07/23/2024	07/23/2024	07/23/2024	AG01
N	01	.00	DONALD AND PATRICIA BURNS	FY 2024-2025 TOWER SITE CO COMM FEES AND OTH COST	4763	DONALD AND PATRICIA BURNS		P 2250.00
VC	20240780-047		3747	00142021500	07/23/2024	07/19/2024	07/19/2024	AG01
N	N1	.00	PRO V SERVICES LLC	TREE REMOVAL CUSTODIAL M&R BLD & GRD	3747	PRO V SERVICES LLC		P 4400.00
VC	20240780-048		4016	00140634100	07/23/2024	04/24/2024	04/24/2024	AG01
N	NA	.00	WV STATE TAX DEPARTMENT	PRESTON CO BUSINESS LISTI ASSESSOR MAT & SUPPLIES	4016	WV STATE TAX DEPARTMENT		P 75.00

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SEPARATE-CHK BOX	DISCOUNT-AMT	LIQUIDATE-AMT	DESCRIPTION	DUE-DATE	DISCDATE	CHECK	CHK-DATE	SELECT POSTDATE
	VENDOR NAME		ACCOUNT NAME	PAYEE VENDOR NO		PAYEE VENDOR NAME		
VC	20240780-049		0277B	00140222000	07/23/2024	07/18/2024	07/18/2024	AG01
N	NA	.00	PRESTON PUBLICATIONS	AD #1434252/ACCT #29998 CO CLERK ADV/LEGAL PUBLIC	0277B	PRESTON PUBLICATIONS		P 62.95

TOTAL TRANSACTION AMOUNT 30192.59

List of invoices approved for payment
 this 23rd day of July, 2024
 Int. MR

Assessor's Office

Tax Correction List – See Lists below

Commissioner Stone moved to approve the Tax Correction List dtd July 23, 2024 as presented by Assessor Connie Ervin in the amount of \$13,721.15. Commissioner Thomas seconded the motion. A roll call vote was taken with Commissioner Stone, Thomas and Smith voting yes. Motion carried. (See attached.)

TAX CORRECTION LIST

July 23, 2024

DIST	NAME	DESCRIPTION	REASON FOR EXONERATION	TICKET#	ACCT#	AMOUNT	YR	A
05	3D LAND MANAGEMENT LLC	Personal Property	Taxpayer Error - Did not own machinery July 1, 2023	305580	264618	\$ 608.64	2024	
02	ADAMS CHARLES E	Personal Property	Taxpayer error - Acct copied for MH - Vechs did not val	301457	255826	\$ 165.40	2024	
06	ALMOST HEAVEN	Personal Property	Clerical error - Acct deactivated	306489	266938	\$ 33.96	2024	
03	ANNON JENNIFER	Personal Property	Taxpayer error - Acct copied for MH - Vechs did not val	303828	262774	\$ 68.16	2024	
04	BARLOW MARIA & WALTER	Personal Property	Taxpayer error - Acct copied for MH - Vechs did not val	304490	252368	\$ 43.40	2024	
03	BELL CHARLES	Personal Property	Taxpayer error - incorrectly reported 05 Ford F350	303849	02209817	\$ 126.94	2022	
03	BELL CHARLES	Personal Property	Taxpayer error - incorrectly reported 05 Ford F350	303834	02209817	\$ 120.24	2023	
08	BISHOFF JESSICA	Personal Property	Taxpayer error - Acct copied for MH - Vechs did not val	307857	247616	\$ 34.84	2024	
04	BOLYARD GREENLAND	Personal Property	Taxpayer error - Acct copied for MH - Vechs did not val	304541	241511	\$ 132.58	2024	
04	BOLYARD RICHARD PAUL JR	Personal Property	Taxpayer error - Acct copied for MH - Vechs did not val	304534	00239998	\$ 25.44	2023	
02	BORN JENNIFER	Personal Property	Taxpayer error - Acct copied for MH - Vechs did not val	301625	244673	\$ 112.94	2024	
11	BRAHAM BRADLEY K & MARY	Personal Property	Taxpayer error - Acct copied for MH - Vechs did not val	310579	241469	\$ 223.22	2024	
01	BRAND RIDGLY K JR	Personal Property	Taxpayer error - Acct copied for MH - Vechs did not val	300138	237202	\$ 196.74	2024	
10	BRENNAN JOHN F	Personal Property	Taxpayer error - Acct copied for MH - Vechs did not val	309117	248443	\$ 78.10	2024	
04	BURNS LISA & HAROLD	Real Estate	Clerical error - MH Removed from property	10723	06088609	\$ 200.20	2024	
18	BUSSELMAN SIERRAH	Personal Property	Taxpayer error - Acct copied for MH - Vechs did not val	313027	267001	\$ 84.88	2024	
05	COWGER FLOYD E JR	Personal Property	Taxpayer error - Acct copied for MH - Vechs did not val	305732	2209238	\$ 2.54	2024	
02	CRESS MARY J	Personal Property	Taxpayer error - Acct copied for MH - Vechs did not process	301877	251084	\$ 89.90	2024	
02	ESTEP JARED S	Personal Property	Taxpayer error - Acct copied for MH - Vechs did not val	302050	262866	\$ 72.42	2024	
06	EVANS HEIDI J	Personal Property	Taxpayer error - Acct copied for MH - Vechs did not val	306771	259235	\$ 37.74	2024	
17	EVANS VIRGINIA B EST	Real Estate	Keyed after books closed	36447	06199990	\$ (234.68)	2024	
02	EVERETTS APRIL D	Personal Property	Taxpayer error - Acct copied for MH - Vechs did not val	302055	265757	\$ 50.24	2024	
09	FLEMING ANTHONY G & JAMIE	Real Estate	Clerical error - did not own Jayco, per Appr now on nearby lot	26022	09077946	\$ 96.72	2024	
01	GRIFFITH GARY L SR & BRENDA	Personal Property	Taxpayer error - motor blown in 2010 Chev Equinox	300443	2206366	\$ 26.82	2024	
02	GUILLORY DAVID B & GILSON	Personal Property	Taxpayer error - 2010 Suba Imprez R-Title	302284	267505	\$ 35.68	2024	
05	HARTSELL CLAUD & BRENDA	Personal Property	Taxpayer error - did not own 13 Keys Sprint Camper	305899	2087529	\$ 101.28	2024	
15	HENDERSON DAYTON F SR	Personal Property	Clerical error - 98 Ford Ranger owned by son w/same name	312247	245579	\$ 9.50	2024	
01	HILLERY DALE A & ALISA L	Real Estate	Clerical error - wrong assessment amount	1307	06198063	\$ 74.52	2024	

Connie R. Ervin
 Connie R. Ervin, ASSESSOR
 (submitted for the taxpayer by)

Jay Shay
 Jay Shay, PROSECUTING ATTORNEY
 (received notice)

TOTAL: \$ 2,618.36



TAX CORRECTION LIST

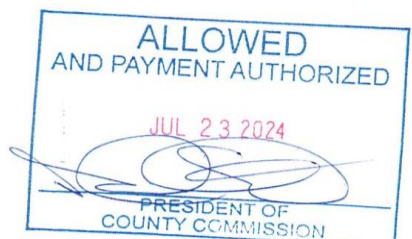
July 23, 2024

DIST	NAME	DESCRIPTION	REASON FOR EXONERATION	TICKET#	ACCT#	AMOUNT	YR	A
05	IN HIS IMAGE PHOTOGRAPHY	Personal Property	Return copied - Moved to Tucker County in 2021	305995	281477	\$ 56.24	2024	
02	JENKINS EUGENE J & JULIE	Personal Property	Taxpayer error - acct copied for MH - Vechs did not val	302458	243537	\$ 140.45	2024	
10	JOHNSON DONALD R JR	Personal Property	Taxpayer error - acct copied for MH - Vechs did not val	309652	243303	\$ 414.24	2024	
01	JOHNSON JOSEPH A JR	Real Estate	Parcel does not exist according to survey	1422	061986651	\$ 62.80	2024	
02	JOHNSON TERRY D & LINDA	Personal Property	Taxpayer error - acct copied for MH - Vechs did not val	302476	1010033	\$ 45.58	2024	
04	JONES ANDY TRUMAN & LISA	Personal Property	Taxpayer error - acct copied for MH - Vechs did not val	304948	226351	\$ 38.60	2024	
04	JONES JON A	Personal Property	Taxpayer error - acct copied for MH - Vechs did not val	304952	259222	\$ 37.74	2024	
01	JONES WILLIAM P JR	Personal Property	Taxpayer error - acct copied for MH - Vechs did not val	300599	253975	\$ 87.25	2024	
02	KEENER JOHN DAVID	Personal Property	Taxpayer error - acct copied for MH - Vechs did not val	302502	242122	\$ 56.88	2024	
08	KELLY THOMAS & TIFFANY	Personal Property	Taxpayer error - acct copied for MH - Vechs did not val	308333	261017	\$ 67.10	2024	
06	KEPLINGER TERRY A	Personal Property	Taxpayer error - acct copied for MH - Vechs did not val	307093	246245	\$ 47.30	2024	
01	KISAMORE RUTH E	Personal Property	Taxpayer error - did not own 20 Jeep July 1, 2023	300626	251849	\$ 206.10	2024	
02	LAMBERT LORETTA L	Personal Property	Taxpayer error - acct copied for MH - Vechs did not val	302569	260234	\$ 17.72	2024	
02	LANCASTER JAMES E & HELGA	Personal Property	Taxpayer error - Did not own 04 Chev Silv July 1, 2023	302576	262989	\$ 34.20	2024	
02	LANTZ WILLIAM & TERESA M	Personal Property	Clerical error - Did not own 19 Honda 1, 2023	302578	1026115	\$ 231.94	2024	
01	LAREW DARRELL L & HELEN L	Personal Property	Taxpayer error - acct copied for MH - Vechs did not val	300654	241804	\$ 78.64	2024	
06	LEWIS ELIZABETH M	Personal Property	Taxpayer error - acct copied for MH - Vechs did not val	307137	253992	\$ 200.54	2024	
05	LIPSCOMB JEFFREY W & PAM	Personal Property	Clerical error - Did not own 15 Jeep 1, 2023	306003	232462	\$ 102.30	2024	
02	LOWDERMILK ROBERT D JR	Personal Property	Taxpayer error - acct copied for MH - Vechs did not val	302634	245428	\$ 72.26	2024	
04	MATLICK MICHAEL A	Personal Property	Clerical error - Camper marked off but keyed anyway	305064	248432	\$ 404.70	2024	
11	MILLS GENELDA & GARY	Personal Property	Clerical error - Disability did not get applied to acct	311211	257065	\$ 142.34	2024	
02	MCCREERY SEAN R & HALEY	Personal Property	Clerical error - Did not own 18 Volk Atlas July 1, 2024	302742	262532	\$ 205.10	2024	
02	METHENY PEGGY L	Personal Property	Clerical error - Sold MH before July 1, 2024	302794	255138	\$ 56.98	2024	
11	MILLER DEBRA	Personal Property	Clerical error - Disability removed in error	311189	263355	\$ 197.12	2024	
17	MOATS DAVID C	Personal Property	Taxpayer error - acct copied for MH - Vechs did not val	312799	245637	\$ 68.16	2024	
04	MORELAND BILLY J & ANGELA	Personal Property	Vechs divided by divorce - rebilled separately	305125	247697	\$ 972.56	2024	
01	MORELAND STEPHEN M JR	Personal Property	Clerical error - did not own 99 V-Star July 1, 2023	300833	256714	\$ 2.04	2024	
10	NINER MARLA J & LOUIS K	Personal Property	Taxpayer error - acct copied for MH - Vechs did not val	309945	230846	\$ 82.24	2024	

Connie R. Ervin
 Connie R. Ervin, ASSESSOR
 (submitted for the taxpayer by)

Jay Shay
 Jay Shay, PROSECUTING ATTORNEY
 (received notice)

TOTAL: \$ 4,129.13



TAX CORRECTION LIST

July 23, 2024

DIST	NAME	DESCRIPTION	REASON FOR EXONERATION	TICKET#	ACCT #	AMOUNT	YR	AI
03	NOWACZYNSKI ERICA R	Personal Property	Taxpayer error - acct copied for MH - Vehs did not val	304218	256086	\$ 74.40	2024	
14	OGAN JOE	Personal Property	Taxpayer error - acct copied for MH - Vehs did not val	312112	263360	\$ 13.66	2024	
19	PAQUIN SHIRLEY	Personal Property	Clerical error - HS removed in error	313134	248840	\$ 84.22	2024	
02	PELL SHIRLEY	Personal Property	MH copied - did not own 07 Charger	302963	249764	\$ 15.96	2024	
04	POLING ROGER JR	Personal Property	Taxpayer error - acct copied for MH - Vehs did not val	305238	258515	\$ 197.00	2024	
10	RANKIN JEREMIAH	Personal Property	Taxpayer error - acct copied for MH - Vehs did not val	310015	256583	\$ 89.90	2024	
08	RANKIN MATTHEW M & JANA	Personal Property	Taxpayer error - acct copied for MH - Vehs did not val	308658	257636	\$ 112.38	2024	
08	RECKART ELISSA L & DANIEL	Personal Property	Taxpayer error - acct copied for MH - Vehs did not val	308668	245235	\$ 51.92	2024	
06	ROY JASON L & EMILY D	Personal Property	Taxpayer error - acct copied for MH - Vehs did not val	307441	250767	\$ 633.76	2024	
10	RINGER JESSICA L	Personal Property	Taxpayer error - acct copied for MH - Vehs did not val	310062	253317	\$ 146.60	2024	
17	ROBERTS FRANK D III	Personal Property	Clerical error - Taxed in wrong District - should have been 06	312876	260252	\$ 148.92	2024	
17	ROBINETTE GLORIA	Personal Property	Taxpayer error - acct copied for MH - Vehs did not val	312877	251364	\$ 95.48	2024	
06	RODEHEAVER MICHAEL R	Personal Property	Clerical error - Disability removed in error	307429	236259	\$ 48.42	2024	
10	ROSE VIRGINIA	Personal Property	Taxpayer error - did not own camper July 1, 2023	310075	262461	\$ 93.54	2024	
10	SCOTT KEM E & JACKIE	Personal Property	Taxpayer error - acct copied for MH - Vehs did not val	310133	243968	\$ 352.96	2024	
02	SHAFFER BETTY L	Personal Property	Clerical error - HS removed in error	303182	1066740	\$ 168.80	2024	
03	SHAFFERMAN JASON	Personal Property	Taxpayer error - acct copied for MH - Vehs did not val	80000784	244344	\$ 32.76	2024	
02	SHAFLEY KELLY A (SHERBAUGH)	Personal Property	Taxpayer error - acct copied for MH - Vehs did not val	303266	259261	\$ 212.50	2024	
01	SINES PATRICIA R	Personal Property	Taxpayer error - did not own 04 Linc Aviat July 1, 2023	301122	259236	\$ 18.48	2024	
02	SISLER CHRISTOPHER M	Personal Property	Taxpayer error - acct copied for MH - Vehs did not val	303282	247123	\$ 450.70	2024	
02	SISLER REX II	Personal Property	14 Kia needs to go on son Dakota's acct	303290	237451	\$ 67.86	2024	
08	SNYDER DAVID C & PEGGY	Personal Property	Taxpayer error - acct copied for MH - Vehs did not val	308810	2090917	\$ 270.42	2024	
02	SNYDER DAVID SR	Personal Property	Taxpayer error - acct copied for MH - Vehs did not val	303339	267900	\$ 56.98	2024	
05	STEMPLE WESLEY A & TRINA R	Personal Property	Taxpayer error - acct copied for MH - Vehs did not val	306337	243581	\$ 396.00	2024	
01	STONE NICHOLAS K	Personal Property	Taxpayer error - acct copied for MH - Vehs did not val	301170	252627	\$ 30.24	2024	
01	STRAWSER DEENA M	Personal Property	Taxpayer error - acct copied for MH - Vehs did not val	3001184	243775	\$ 309.82	2024	
02	STREETS MARSHA	Personal Property	Clerical error - HS removed in error	303418	244873	\$ 103.32	2024	
02	STUCHELL ROGER L OR ELEANOR	Personal Property	Clerical error - HS removed in error	303428	2241540	\$ 168.80	2024	
						TOTAL:	\$	4,445.80

Connie R. Ervin
 Connie R. Ervin, ASSESSOR
 (submitted for the taxpayer by)

Jay Shay
 Jay Shay, PROSECUTING ATTORNEY
 (received notice)

**ALLOWED
 AND PAYMENT AUTHORIZED**

JUL 23 2024

 PRESIDENT OF
 COUNTY COMMISSION

TAX CORRECTION LIST

July 23, 2024

DIST	NAME	DESCRIPTION	REASON FOR EXONERATION	TICKET#	ACCT #	AMOUNT	YR	AI
02	STULL BRIAN D & DEBORAH	Personal Property	Taxpayer error - acct copied for MH - Vehs did not val	303432	2241559	\$ 45.68	2024	
01	STULL DOUGLAS & RIDDLE BUFFIE	Personal Property	MH billed to RE for 2024 per Appr	301192	267110	\$ 39.26	2024	
06	SUMMERS JEREMY LLOYD	Personal Property	Taxpayer error - acct copied for MH - Vehs did not val	307624	243795	\$ 133.60	2024	
04	SYFOLT BRADLEY J	Personal Property	Taxpayer error - acct copied for MH - Vehs did not val	305426	261179	\$ 19.10	2024	
17	SYFOLT TIMOTHY N SR & PEGGY	Personal Property	Taxpayer error - acct copied for MH - Vehs did not val	312963	242365	\$ 101.04	2024	
02	TAYLOR ALAN M JR	Personal Property	Taxpayer error - acct copied for MH - Vehs did not val	303483	236729	\$ 302.84	2024	
17	TEETS JOAN	Personal Property	Clerical error - Removed HS by mistake	234.68	245621	\$ 234.68	2024	
01	TURNER JERRY R JR & ALICE	Personal Property	Taxpayer error - acct copied for MH - Vehs did not val	301262	250140	\$ 40.78	2024	
06	WAGNER GENEVA T	Personal Property	Taxpayer error - acct copied for MH - Vehs did not val	307705	251344	\$ 79.62	2024	
08	WAGNER JOHN C & CATHY JO	Personal Property	Taxpayer error - acct copied for MH - Vehs did not val	308901	251062	\$ 60.42	2024	
04	WAGNER MARY	Personal Property	Taxpayer error - acct copied for MH - Vehs did not val	305487	260920	\$ 26.18	2024	
04	WAGNER MARY	Personal Property	Taxpayer error - acct copied for MH - Veh val correction	80000719	00260920	\$ 33.68	2024	
08	WHETSELL BRANDON & JULIE	Personal Property	Taxpayer error - acct copied for MH - Vehs did not val	308924	258465	\$ 772.78	2024	
12	WILLIAMS GARY R & RANDEE	Personal Property	Taxpayer error - acct copied for MH - Vehs did not val	311746	242528	\$ 100.30	2024	
02	WILLIAMS LARRY J	Personal Property	Clerical error - Removed HS by mistake	303731	248943	\$ 71.20	2024	
06	WILSON DUSTY A & KATHY L	Personal Property	Clerical error - 20 Ford Esc was marked off but keyed in error	307764	232586	\$ 202.26	2024	
04	WRIGHT LOUELLA & CHRISTOPHER	Personal Property	Taxpayer error - acct copied for MH - Vehs did not val	305565	248225	\$ 33.52	2024	
08	WRIGHTSTON KEVIN T	Personal Property	Taxpayer error - 19 Ram was total loss prior to July 1, 2023	308972	265013	\$ 230.92	2024	
						TOTAL:	\$	2,527.86

Connie R. Ervin
 Connie R. Ervin, ASSESSOR
 (submitted for the taxpayer by)

Jay Shay
 Jay Shay, PROSECUTING ATTORNEY
 (received notice)

**ALLOWED
 AND PAYMENT AUTHORIZED**

JUL 23 2024

 PRESIDENT OF
 COUNTY COMMISSION

Apportionments -

Graham, Jay M. Sr. & Kimberly K.- Personal Property
 Smith, Eric S & Stacy A. -Personal Property

Commissioner Thomas moved to approve and enter into record the apportionments as they have been presented by the Assessor. Commissioner Stone seconded the motion. A roll call vote was taken with Commissioners Thomas, Stone and Smith voting yes. Motion carried.

Recognition of Scheduled Appointments –

9:31 a.m. Susan Hardesty, McGrew Society – Request for Funding

Rosemary Bernatowicz and Susan Hardesty updated the commission on projects that are in need of being done to the McGrew House and the repairs that have already been done.

Recently Spike’s Chimney came and checked the 6 chimney’s and concluded they needed to be capped. The estimate for these repairs is \$3,300. While there, he noticed that the rubber coat topping was coming off the roof which was causing a leak. They called Titan Roofing and they made the repairs at a cost of \$3,620.

Additional projects that are greatly needed: the spouting needs fixed, above the porch, because it’s causing post and front porch issues, the floor to the restroom, which is over the well, needs replaced, and the A/C units are installed but need hooked up.

They also noted that the year-to-year lease doesn’t work for them. They need something longer in order to apply for grants.

Ms. Bernatowicz noted at this time, they have no estimates for future projects but would appreciate monetary assistance as the commission has done in the past.



ROOFING QUOTE & CONTRACT

JUL 07, 2024

We can help you with
Residential & Commercial Roofing
Gutters, Siding, Soffit & Fascia

titanroofingwv@gmail.com
(304)244-9292

BERNATOWICZ

111 East Main St
Kingwood, WV
26537
rosemarybernatowicz@gmail.com
3043290884

INTRODUCTION

Here at Titan Roofing, we know that having a home that is safe and secure is a home owner's number one priority. Because we are a West Virginia based company, we understand what strong heat and cold weather can do to the condition of a roof over time. Our goal is, and always has been, to provide our customers with roofing that not only meets and exceeds industry standards for safety but also adds an esthetically pleasing touch. Our company has worked hard to become one of the most highly trusted roofing companies in the Morgantown area.

The pride we take in our workmanship shines through in every job we do. Whether it's our friendly, knowledgeable customer service staff or our highly trained roofing professionals, Our Titan Roofing company only employs the very best people in the business. Customers can always be assured that they will receive the highest quality workmanship and service we have to offer. Here at Titan Roofing, the customer comes first.

Because every home is different, we give each customer a roofing plan that has been tailored to their individual needs. Not only will customers receive roofing that is guaranteed to last, but our roofing experts can provide home owners with a roof that will enhance the beauty and value of their home. We guarantee that home owners all over the surrounding areas will come to rely on us for all of their roofing needs.

SYSTEM PLUS

Description

SYSTEM PLUS

We will install new duro-last roofing or EPDM roofing on the top flat part of the building. This quote includes all pipe boots and we will terminate it temporarily to the existing standing seam metal roof.

Roof Sheathing - We include (1) like thickness 4x8 sheet or (1) 1x_ of like size on home up to 10ft. (If Additional cost per 4x8 (\$85.00) or \$7.25 per Linear Ft.

If we need to replace iso board then it will be an additional charge of \$90 per sheet. Based on the inspection it should be still usable.

Quote subtotal	\$3,620.00
Total	\$3,620.00

AUTHORIZATION PAGE

SYSTEM PLUS

\$3,620.00

Name: Rosemary Bernatowicz

Address: 111 East Main St, Kingwood, WV

Estimates valid for 30 days from date of estimate / A 0% deposit is required before any project begins.

MISC ITEMS

Description	Qty	Unit price	Line total
<input type="checkbox"/>			
			Final Price
			\$3,620.00

Customer Comments / Notes

Signed paper contract. 7/11/24

My Product Selections

ROOFING BRAND & DESIGN LINE

GAF -

ROOFING COLOR

TO BE DETERMINED

DRIP EDGE COLOR

TO BE DETERMINED

Rosemary Bernatowicz: *Manually Signed*

Date: 7/12/2024

By signing this form I agree to and confirm the following: I certify that I am the registered owner of the above project property, or have the legal permission to authorize the work as stated. I agree to pay the total project price and understand that this work will be completed in accordance with industry best practices.

TERMS AND CONDITIONS

You may cancel this contract from the day you enter into the contract until 10 days after you receive a copy of the contract. You do not need a reason to cancel. If you do not receive the goods or services within 60 days of the date stated in the contract, you may cancel this contract within one year of the contract date. You lose that right if you accept delivery after the 60 days. If you cancel this contract, the seller has 15 days to refund your money and any trade-in, or the cash value of the trade-in. You must then return the goods. To cancel, you must give notice of cancellation at the address in this contract. You must give notice of cancellation by a method that will allow you to prove that you gave notice, including registered mail, fax or by personal delivery.

I understand that TITAN ROOFING obtains the rights to remove all unused materials at the end of the project. TITAN ROOFING orders extra materials to ensure the customer receives the highest quality materials and service and we do not experience any delays during the project.

I understand that if roof rot is discovered during tear-off TITAN ROOFING reserves the right to replace sheathing and bill me up to \$85.00 in addition to the estimated cost below without notifying me in advance. TITAN ROOFING will call me for authorization if wood replacement will exceed \$85.

In the event a punch list item occurs Titan Roofing reserves the right to collect 90% of the total project cost. Owner retains 10% until entire punch list is satisfied. 90% collection is still required upon completion of project to avoid any additional interest see payment policy below.

I understand that I must remove items from the interior walls of my home that may be damaged or fall due to vibrations from the loading/installation of shingles on my roof (if applicable), or installation of siding. TITAN ROOFING is not liable for such damages.

If additional layers of shingles are discovered during the tear off process TITAN ROOFING will take photos of additional layers and you will be charged an additional \$20/square for EACH additional LAYER for the unforeseen labor and disposal of waste.

I understand Titan Roofing cant be responsible for damages to drywall or interior ceilings due to vibrations. Titan Roofing may also not be responsible for any debris that may fall in the attic during roof tear off and replacement.

I understand that minor stucco damage may result when the roof is torn off areas where stucco meets my roof's surface, especially where improperly applied. TITAN ROOFING is not liable for repairing said damage.

I understand that any warranty for material used during the project is provided by the material manufacturer. Unless agreed upon otherwise, TITAN ROOFING provides a 2-year Workmanship Warranty on portions of the project in which TITAN fully replaced any existing products. Roofing workmanship warranties will be reduced to one year when home owners have requested that full synthetic underlayment not be installed. Full warranty details available by request.

I understand that, unless agreed upon, this does not apply to products, some of which may deteriorate more rapidly (ie. sealants) and should be inspected on a regular basis. **Customer is not responsible for material shortage and have no claim to material surpluses.**

I certify that I am the registered owner of the above project property, or have the legal permission to authorize TITAN ROOFING to perform the work as stated and agree to pay the total project price.

I understand that any insurance claims are subject to the specific terms and conditions outlined by my insurance company, and may be subject to insurance company approval.

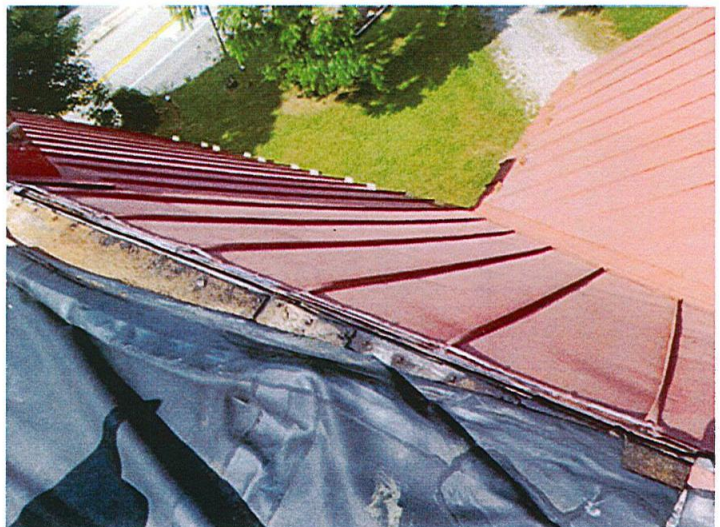
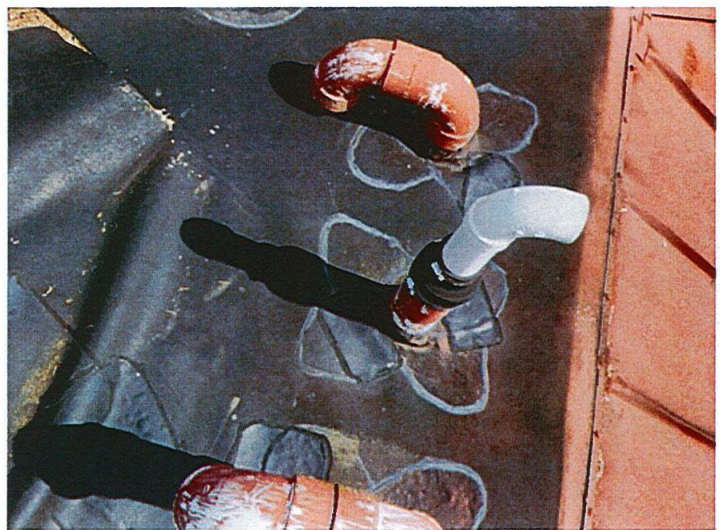
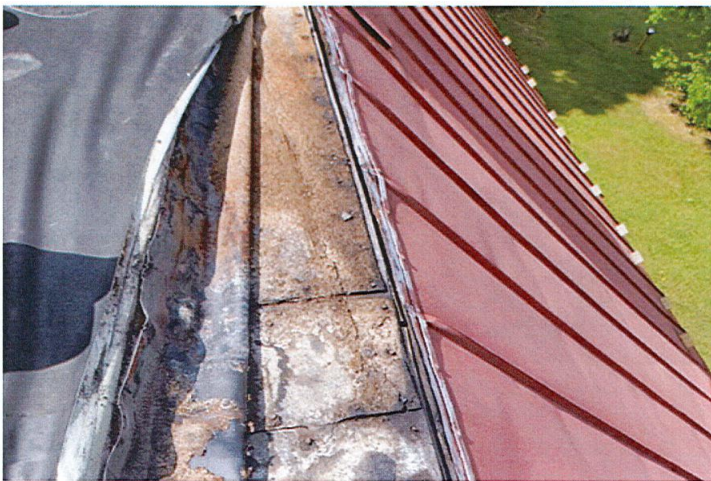
I acknowledge that I have read and understand this page. Initials: _____

I understand that payment is due upon completion of work as stated in contract. All invoices not paid in full after (5) days will be subject to a \$500 late payment charge and 2% per month interest charge. See punch list policy above.

INSPECTION



Rubber membrane is pulled away and leaving the iso board exposed. This is leaking now.







FINAL AUTHORIZATION SUMMARY

Status: Manually signed

Agreement Completed: Fri, 12 Jul 2024 15:29:11 GMT

9:35 a.m. Justin Wolfe, OEM/E911

A. IAM Responding Contract

Commissioner Thomas moved to move forward with the IamResponding one-year Contract in the amount of \$10,925 and authorize the President of the Preston County Commission to sign. Commissioner Stone seconded the motion. A roll call vote was taken with Commissioners Thomas, Stone and Smith voting yes. Motion carried. (See attached.)

IamResponding)))

Proposal to:

Preston County Commission/911 Center, WV

For the subscription renewal of:

IamResponding.com

US Patents 8,009,810 B2 and 8,848,877 B2

Australia Patent 2008208041

New Zealand Patent 578654

Canadian Patent 2676134

International Patents Pending

(Now including NFIRS, Two Tone Detect and more mutual aid functions with all subscriptions!)

Contact Information

For further information or questions concerning this proposal, please contact:

Amanda Longo
Emergency Services Marketing Corp., Inc
Post Office Box 93
Dewitt, New York 13214

(315) 701-1372 Ext. 24
Fax (315) 314-7748
alongo@emergencysmc.com

This Cost Proposal is intended to be utilized and applied in conjunction with the Business and Technical Proposal and Sole Source Statement, also submitted by IamResponding, and will remain valid for forty-five (45) days from the date of this proposal.

Prepared by: Amanda Longo

Proposal Date: 7/1/2024



AMENDMENT No. 8 to SUBSCRIPTION AGREEMENT

NOTE: Longer subscriptions are cheaper and protect against price increases by locking in your rate. If you would like to discuss a longer term, please let us know!

FULL SUBSCRIBER NAME: Preston County Commission/911 Center, WV
(The name of the entity that is subscribing, hereinafter "Subscriber")

Your most recent subscription to IamResponding expires (or expired) on June 30, 2024. This Amendment extends your most recent IamResponding agreement, on all of the same terms and conditions that you agreed to in your prior agreement (those are expressly adopted and incorporated herein), other than the length, cost and scope (number of entities covered) of the agreement, which will now be as set forth below:

1. Term. The Term of the Subscription Agreement is hereby extended through and including **June 30, 2025**.
2. Subscription Fees.
 - a. Base Subscription Fee: Subscriber shall pay to ESMC the further sum of **\$10,925** due on or before July 1, 2024, without necessity of invoice.
 - b. Telephone Call Charges: Subscriber shall pay to ESMC the total sum of **\$155** due on or before July 1, 2024, without necessity of invoice.
3. Scope of Subscription. The base subscription fee provides subscription services for Twenty (20) entities. *Eleven (11) respond to more than 100 Incidents/year. Nine (9) respond to less than 100 Incidents/year.* The agencies are as follows:

Department Names
ALBRIGHT VFD (WV)
AURORA VFD (WV)
Fellowsville Fire Department (WV)
Preston County Masontown Water Rescue, WV
Mt. Grove Fire Department (WV)
Newburg Volunteer Fire Department (WV)
Preston County Office of Emergency Management (WV)
Preston County Hazardous Incident Response Team (WV)
Rowlesburg Fire Department (WV)
Bruceton Ambulance (WV)
BRUCETON-BRANDONVILLE VFD (WV)
KAMP Ambulance (WV)
KINGWOOD FIRE DEPT (WV)
Masontown Fire Department (WV)

Please return by facsimile to: (315) 314-7748
Or mail to: Emergency Services Marketing Corp., Inc. P.O. Box 93, Dewitt, NY 13214-0093
Page 1 of 3

Reedsville Fire Department (WV)
Rowlesburg Ambulance (WV)
Terra Alta Ambulance (WV)
Terra Alta Fire Department (WV)
TUNNELTON VFD (WV)
Union Ambulance (WV)

4. Warranty of Authority. Subscriber warrants that the individual signing this Agreement possesses all authority and consents necessary to enter into this Agreement on behalf of Subscriber.

Preston County Commission/911 Center, WV

By:

Printed Name:

Dew Smith

Authorized Signature:



Official Title of Person Signing:

PRESIDENT OF COUNTY COMMISSION

Date:

7/23/2024

Billing Information:

Address:

City:

Province/State:

Postal/Zip Code:

Contact Name:

Email Address:

Phone Number:

Emergency Services Marketing Corp., Inc.

By:

Daniel R. Seidberg, President

Date:

Please return by facsimile to: (315) 314-7748
Or mail to: Emergency Services Marketing Corp., Inc. P.O. Box 93, Dewitt, NY 13214-0093
Page 3 of 3

A. FY22 SLCGP Award Document Cybersecurity Grant Program

Commissioner Stone moved to accept the FY22 State and Local Cybersecurity Grant Award in the amount of \$81,000 and authorize the President to sign the documentation. Commissioner Thomas seconded the motion. A roll call vote was taken with Commissioners Stone, Thomas and Smith voting yes. Motion carried. (See attached.)

State of West Virginia
Emergency Management Division

FY 2022 State and Local Cybersecurity Grant Award

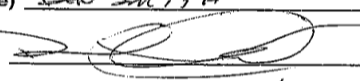
CFDA Number 97.137	Federal Grant Award EMW-2022-CY-00011	OASIS-GG Document ID GRNT2400002717
Grant Period From: 12/01/2022 To: 11/30/2026	Subgrant/Project # 22-CYBER-48	Major Program: CYGPEM Federal Program (90%): FDCYGPCONT State Program (10%): STCYGPCONT Program Period: CYGP22

Subgrantee Fiscal Agent and Address PRESTON COUNTY COMMISSION 106 W MAIN ST STE 202 KINGWOOD, WV 26537	FEIN 55-6000384
	UEI XCNKL4BYEAD5
	OASIS ID 212200

TOTAL GRANT AWARD	\$81,000.00
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By signing and accepting this award, the subgrantee agrees to comply with all conditions and assurances included in the application. I certify that this project will be implemented as described in the application.

Authorized Official: (Print Name) DERO SMITH

Authorized Official: (Signature) 

Title: PREIDENT Date: 7/23/2024

State and Local Cybersecurity Grant Program Award Certification

The attached application has been reviewed and the proposed project and expenditures fall within all state and federal guidelines which govern the State and Local Cybersecurity Grant Program, and sufficient funds exist to make this award.

SLCGP Grant Specialist _____ Date _____

I hereby authorize the awarding of funds to support the project as described in the attached application.

HSSAA Director _____ Date _____

**State and Local Cybersecurity Grant Program (SLCGP)
FY 2022 Conditions and Assurances**

This program is conditioned upon and subject to compliance with the following Conditions and Assurances. By attaching a signature to the Award Document of this grant application, the applicant certifies and assures that it will comply with the following Conditions and Assurances, Regulations, Policies, Guidelines and Requirements of the Homeland Security State Administrative Agency (HS SAA), as further clarified in U.S. Department of Homeland Security regulations and guidance and all other relevant Federal/State regulations, policies, and guidelines. These Conditions and Assurances apply to all federal and agency funds expended for purposes associated with this project. All correspondence to the HS SAA, which is required and/or occurs as a result or action of any of the following Conditions and Assurances, or as a result of the administration of any HS SAA grant program, should be addressed to:

**WV Emergency Management Division
Homeland Security State Administrative Agency
1124 Smith St, Suite 3201
Charleston, WV 25301**

- Laws of West Virginia:**
This application/contract shall be governed in all respects by the laws of the State of West Virginia. State procedures and practices will apply to all funds disbursed by the HS SAA.
- Legal Authority:**
The applicant certifies they have the legal authority to apply for the grant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directly authorizes the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- Relationship:**
The relationship of the sub-grantee to the HS SAA shall be that of an independent contractor, not that of a joint enterprise. The sub-grantee shall have no authority to bind the HS SAA for any obligation or expense without the express prior written approval from the HS SAA.

4. Project Initiation:

If the project will not be operational within 90 days of the specified project starting date, the grantee must submit a statement to HS SAA explaining the delay in implementation. Upon receipt of the 90-day letter, HS SAA may cancel the project and redistribute the funds to other project areas and/or eligible applicants if the project will not be feasible within the period of performance of the grant.

5. Civil Rights Compliance:

The sub-grantee will comply with all federal civil rights laws, including Title VI of the Civil Rights Act, as amended. These laws prohibit discrimination on the basis of race, color, religion, national origin, sex, and other protected bases in the delivery of services.

6. Written Approval of Changes:

The sub-grantee must obtain prior written approval from HS SAA for all project changes (programmatic, fiscal, or otherwise).

7. Press Release:

Any release of information pertaining to this sub-grant must include the following:

- Grant Amount.
- State Involvement (WV Emergency Management Division); and
- Federal Involvement (U.S. Department of Homeland Security).

8. Compliance with Federal Rules and Regulations:

Sub-grantee will comply with Title 2, Part 200 of the Code of Federal Regulations (Super Circular). The Super Circular supersedes Circulars A-21, A-87, A-89, A-102, A-110, A-122, A-133.

9. Program Accountability - Federal Audit Requirements:

If an audit must be conducted pursuant to the Super Circular, a copy of the audit shall be submitted to HSSAA as well as to the Federal clearinghouse.

The Federal Clearinghouse address is as follows:

**Federal Audit Clearinghouse - Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132**

10. Program Accountability - State Audit Requirements:

Chapter 12, Article 4, Section 14 of the West Virginia Code, as amended, sets forth the audit requirements of corporations, associations or other organizations which receive state funds or grants. These audit requirements do not apply to units of local and state government. If applicable, this grant shall adhere to the audit requirements set forth in §12-4-14 at the time of award. All funds disbursed by HS SAA are appropriated by the WV Legislature; therefore, all funds disbursed are considered state funds. The HS SAA will notify the Legislative Auditor when a sub-grant is awarded which falls under the requirements of the WV Code.

As of 9/13/05, the requirements set forth by §12-4-14 are as follows: Any corporation, partnership, association, individual or other legal entity (not to include a state spending unit or a local government as defined in § 6-9-1a of the West Virginia Code, as amended) which receives one or more state grants or sub-grants in the amount of \$50,000 or more in the aggregate in a state fiscal year shall file with the HS SAA a Report of the disbursement of these state funds. An OMB A-133 Audit or an audit conducted by a certified public accountant may be substituted for the Report. The Report shall be filed within two years of the end of the fiscal year in which the grant or sub-grant closes. The Report shall be written by an independent certified public accountant and the scope of the Report is limited to showing how the state grant or sub-grant funds were spent. The Report does not have to be a full-scope audit or review of the entity receiving state funds. Any entity failing to file a required Report is barred from subsequently receiving state grant or sub-grant funds until the Report is filed and is otherwise in compliance with the provisions of West Virginia Code. If a Report is not required under this section of the WV Code, then the grantee or sub-grantee shall file with HS SAA a sworn statement of expenditures made under the grant or sub-grant.

The Sub-grantee assures that it has read, understands and is in full compliance with all requirements as set forth in Chapter 12, Article 4, Section 14 of the West Virginia Code, as amended, and is not currently debarred from receiving state grant funds as a result of noncompliance with this section of the West Virginia Code, as amended.

11. Access to Records, Equipment, Training, and Exercises:

The HS SAA, through any authorized representative, shall have access to and the right to examine all records, books, papers, documents, equipment, training, and/or exercises related to the sub-grant and to relevant books and records of contractors.

12. Conflict of Interest:

No public official or employee of the sub-grantee agency, who performs any duties under the project, may participate in an administrative decision with respect to the project if such a decision can be expected to result in any private/public benefit to that individual or that individual's immediate family.

13. National and State Evaluation Efforts:

The Sub-grantee agrees to cooperate with any national and/or state evaluation efforts directly or indirectly related to this program as requested.

14. Political Activity:

As applicable, will follow the restrictions of the Hatch Act, Pub. L. 93-433, 5 U.S.C. Chapter III, (as amended), concerning the political activity of government employees are applicable to state grantee staff members and other state and local government employees whose principal employment is in connection with activities financed, in whole or in part, by Title I grants. Under a 1975 amendment to the Hatch Act, such state and local government employees may take an active part in political management and campaigns, except they may not be candidates for office.

15. Obligation of Project Funds:

Funds may not, without prior written approval from the HS SAA, be obligated prior to the effective start date or after the termination date of the project period. All invoices must be dated within the approved sub-grant period.

16. Use of Funds:

Funds awarded through the HS SAA may be expended ONLY for the purposes and activities specifically covered by the sub-grantee's approved project description and budget. Any change in the project or the budget must receive PRIOR approval from HS SAA before the change is implemented.

17. Release of Information:

All records, papers, and other documents kept by recipients of grant funds are required to be made available to the HS SAA. These records and other documents submitted to the HS SAA and its grantees, including plans and application for funds, reports, etc., are subsequently required to be made available to the U.S. Department of Homeland Security under the terms and conditions of the Federal Freedom of Information Act, 5. U.S.C. §552.

The HS SAA recognizes that some information submitted in the course of applying for funding under this program or provided in the course of its grant management activities, may be considered law enforcement sensitive or otherwise important to national or state security interests. This may include threat, risk, and needs assessment information, and discussions of demographics, transportation, public works, and industrial and public health infrastructures. While this information under federal control is subject to requests made pursuant to the Freedom of Information Act, 5. U.S.C. §552, all determinations concerning the release of information of this nature are made on a case-by-case basis by the Federal Division of Homeland Security FOIA Office and may likely fall within one or more of the available exemptions under the Act.

Sub-grantees must consult applicable state and local laws and regulations regarding the release or transmission of information to any entity which may be considered sensitive in nature. Applicants may also consult the HS SAA regarding concerns or questions about the release of potentially sensitive information under state and local laws.

18. Allowable and Unallowable Costs:

Allowable costs incurred under this grant shall be determined in accordance with the Super Circular.

19. Non-Supplanting:

Federal funds must be used to supplement existing funds for program activities and may not replace (supplant) non-Federal funds that have been appropriated for the same purpose. Potential supplanting will be the subject of monitoring and audit. Violations can result in a range of penalties, including suspension of future funds under this program, suspension or debarment from Federal grants, recoupment of monies provided under this grant, and civil and/or criminal penalties. The sub-grantee hereby certifies that Federal funds made available under this grant will not be used to supplant state and local funds.

20. Matching Contributions:

If matching funds are allocated, the applicant assures that those funds shall be in addition to funds that would otherwise be made available for the proposed project by the recipients of grant funds and shall be provided on a project-by-project basis. Cash matching contributions are subject to the same expenditure guidelines established by the HS SAA and the U.S. Department of Homeland Security for this grant program. All sub-grantees must maintain records that clearly show the source, the amount and the timing of all cash matching contributions. There is no waiver provision for any cash match requirements.

21. Project Income:

All income earned by the sub-grantee resulting from this project must be accounted for and included in the total budget. Project income is subject to the same expenditure guidelines established by the HS SAA and the U.S. Department of Homeland Security for this grant program. All sub-grantees must maintain records that clearly show the source, the amount, and the timing of all project income. There is no waiver provision for the project income requirement.

22. Consultant Fees:

Approval of this sub-grant does not necessarily indicate an approval of specific consultant rates. Please discuss rates with the HS SAA.

23. Purchasing:

When making purchases relevant to the sub-grant, the sub-grantee will abide by applicable State and local laws, which address purchasing procedures by a state or local unit of government.

24. Reports:

Each sub-grantee shall submit reports as deemed reasonably necessary by the HS SAA for monitoring, stewardship, and evaluation of programmatic and fiscal responsibilities.

25. Environmental & Historical Preservation (EHP):

When applicable, the sub-grantee shall comply with all applicable Federal, State, and local EHP requirements and shall provide any information requested to ensure compliance with applicable laws.

26. Suspension of Funding:

The HS SAA may suspend or terminate, in whole or in part, or impose other sanctions on any sub-grantee funds for the following reasons:

- Failure to adhere to the requirements, standard conditions, or special conditions and assurances of this program.
- Failure to submit reports.
- Filing a false certification in this application or in another report or document; or,
- Other just cause.

27. Sanctions for Noncompliance:

In the event of the sub-grantee's noncompliance with the terms, conditions, covenants, rules, or regulations of this grant, the HS SAA may impose such contract sanctions, as it may deem appropriate, including but not limited to:

- Withholding of payments to the sub-grantee until the sub-grantee returns to compliance.
- Cancellation, termination, or suspension of the contract, in whole or in part; or,
- Refrain from extending any further assistance to the sub-grantee until satisfactory assurance of future compliance is obtained.

28. Immigration and Naturalization Verification:

The sub-grantee agrees to complete and keep on file, as appropriate, applicable Immigration and Naturalization Service Employment Eligibility Verification Forms. These forms are to be used by recipients of Federal funds to verify that employees are eligible to work in the United States.

29. Use of Grant Funds to Enact Laws:

Sub-grantee understands and agrees that shall not use any sub-grant funds, either directly or indirectly in support of the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government.

30. Property Accountability:

The sub-grantee shall establish and administer a system to control, protect, preserve, use, maintain, and properly dispose of any property or equipment furnished to it, or made available through a sub-grant by the HS SAA. This obligation continues as long as the property is retained by the sub-grantee, notwithstanding the expiration of this agreement. Prior to sale, trade in, or disposal of property, disposition instructions will be obtained from the HS SAA. Sub-grantee assures inventory checks will be performed annually or pursuant to relevant guidance with copies provided to the HS SAA. The HS SAA reserves the right to inspect and review any equipment purchased with this sub-grant.

31. Communications Equipment:

With respect to communications initiatives and equipment, the sub-grantee agrees to the following:

Communications equipment shall be compatible with the SAFECOM P25 trunked radio hierarchy and the WV Statewide Interoperable Radio Network. Per WV Code §15-14-4, all communications equipment requests must be reviewed and approved by the Statewide Interoperability Coordinator. www.sirn.wv.gov

32. Equipment:

Sub-grantees purchasing equipment with grant funds shall adhere to the established bidding procedures for their respective units of government and/or agencies. All equipment shall have a primary function of being used for Cybersecurity as established in the Notice of Funding Opportunity and other grant guidance from the Department of Homeland Security and the Cybersecurity and Infrastructure Security Agency.

33. Marking of Equipment and Publications:

Sub-grantee shall ensure that, when practicable, any equipment purchased and publications produced with grant funding shall be prominently marked as follows: "Supported with funds provided by the U.S. Department of Homeland Security and the WV EMD."

34. Patents and/or Copyrights and Rights in Data:

Sub-grantee acknowledges that the HS SAA, and subsequently the U.S. Department of Homeland Security; reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for State or Federal

government purposes: (1) the copyright in any work developed under an award or sub award; and, (2) any rights of copyright to which a recipient or sub recipient purchases ownership, in whole or in part, with State or Federal support. Sub-grantee shall consult with the HS SAA regarding the allocation of any patent rights that arise from, or are purchased with, this funding.

35. Time Extensions:

Time extensions are allowable; however, the HS SAA will review and approve extension requests on a case-by-case basis only if the extension is warranted. Lack of planning by the sub-grantee is not a justified reason for an extension.

36. Equal Employment Opportunity Plan:

When applicable under the law, each sub-grantee certifies that it has executed, and maintains on file, an Equal Employment Opportunity Plan.

37. Veterans Preference:

This program includes a provision that grantees utilizing funds to hire additional personnel give suitable preference in employment to military veterans. HS SAA defines "suitable preference" as the requirement that a sub-grantee agency have in place a mechanism ensuring that veterans are given consideration in the hiring process.

38. Submission/Release of Proposed Publications:

The sub-grantee shall submit one copy of all reports and proposed publications resulting from this agreement to the HS SAA twenty (20) days prior to public release. Any publications (written, visual, sound, or otherwise), whether published at the grantee's or government's expense, shall contain the following statements:

"This document (product) was prepared under a grant from the United States Department of Homeland Security and the WV Division of Homeland Security and Emergency Management. Points of view or opinions expressed in this document [product] are those of the authors and do not necessarily represent the official position or policies of the U.S. Department of Homeland Security, nor the State of West Virginia."

39. Purchase of American-made Equipment/Products:

It is the sense of the Congress, as conveyed through the FY 1997 Appropriations Act, as well as the desire of HS SAA that to the greatest extent practicable, all equipment and products purchased with Federal funds made available under this grant should be American made.

40. Personnel Training:

The HS SAA reserves the right to require training as a condition of the sub-grant before or at any time during the project period. Proof of training/certification on grant-funded equipment shall be provided, upon request within 10 business days.

41. Cybersecurity and Infrastructure Security Agency (CISA) Services:

As a condition of receiving SLCGP funding, the sub-grantee will be required to utilize the following services, as per federal requirements:

CYBER HYGIENE SERVICES

Vulnerability Scanning evaluates external network presence by executing continuous scans of public, static Internet Protocols for accessible services and vulnerabilities. This service provides weekly vulnerability reports and ad-hoc alerts.

To register for this service, email vulnerability@cisa.dhs.gov with the subject line "Requesting Cyber Hygiene Services – SLCGP" to get started. Indicate in the body of your email that you are requesting this service as part of the SLCGP. For more information, visit CISA's Cyber Hygiene Information Page.

NATIONWIDE CYBERSECURITY REVIEW (NCSR)

The NCSR is a free, anonymous, annual self-assessment designed to measure gaps and capabilities of a SLT's cybersecurity programs. It is based on the NIST Cybersecurity Framework and is sponsored by DHS and MS-ISAC.

Eligible entities and their subrecipients are required to complete the NCSR, administered by the MS-ISAC, during the first year of the award/subaward period of performance and annually. However, subrecipients receiving non-funding assistance in lieu of funding will not have to complete the NCSR.

For more information, visit Nationwide Cybersecurity Review (cisecurity.org).

42. Services required by State Cybersecurity Plan:

MEMBERSHIP IN THE MS-ISAC AND/OR ELECTION INFRASTRUCTURE INFORMATION SHARING AND ANALYSIS CENTER (EI-ISAC):

Recipients and subrecipients are required to become a member of the MS-ISAC and/or EI-ISAC, as applicable. Membership is free and is a condition of receiving SLCGP funding in the State of West Virginia.

The MS-ISAC receives support from and has been designated by DHS as the cybersecurity ISAC for SLT governments. The MS-ISAC provides services and information sharing that significantly enhances SLT governments' ability to prevent, protect against, respond to, and recover from cyberattacks and compromises. DHS

maintains operational-level coordination with the MS- ISAC through the presence of MS- ISAC analysts in CISA Central to coordinate directly with its own 24x7 operations center that connects with SLT government stakeholders on cybersecurity threats and incidents. To register, please visit <https://learn.cisecurity.org/ms-isac-registration>. For more information, visit MS-ISAC (cisecurity.org).

The EI-ISAC is a collaborative partnership between the Center for Internet Security (CIS), CISA, and the Election Infrastructure Subsector Government Coordinating Council. The EIISAC is funded through DHS grants and offers state and local election officials a suite of elections-focused cyber defense tools, including threat intelligence products, incident response and forensics, threat and vulnerability monitoring, cybersecurity awareness, and training products. To register, please visit <https://learn.cisecurity.org/ei-isac-registration>. For more information, visit <https://www.cisa.gov/election-security>.

43. Accounting Requirements:

Sub-grantees shall record all project funds and costs following generally accepted accounting principles. A unique account number or cost recording shall separate all project costs from the sub-grantee's other or general expenditures. Adequate documentation for all project costs and income shall be maintained. Adequate documentation of financial and supporting material, as defined in the pertinent guidance, shall be retained and be available for audit purposes.

44. Davis-Bacon and Related Acts:

Where applicable, sub-grantees agree to comply with the Davis-Bacon and Related Acts, which applies to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Davis-Bacon and Related Act contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area. The Davis-Bacon Act directs the Department of Labor to determine such locally prevailing wage rates. The Davis-Bacon Act prevailing wage provisions apply to the "Related Acts," under which federal agencies assist construction projects through grants, loans, loan guarantees, and insurance. For prime contracts in excess of \$100,000, contractors and subcontractors must also, under the provisions of the Contract Work Hours and Safety Standards Act, as amended, pay laborers and mechanics, including guards and watchmen, at least one and one-half times their regular rate of pay for all hours worked over 40 in a workweek. The overtime provisions of the Fair Labor Standards Act may also apply to DBA-covered contracts. For more information, check the following US Department of Labor website [link](#).

45. Contractor Planning Requirements:

All subgrants utilizing a contractor will submit copies of agendas, notes/minutes, and sign-in sheets for meetings between subgrantee and contractor(s). Subgrantees MUST include a list of planned and completed meeting dates. These documents MUST be submitted with monthly progress reports. Copies of all final work products (i.e. plans, SOPs/SOGs, exercise documentation) must be submitted prior to the final request for reimbursement.

46. Suspension and Debarment:

The applicant certifies, to the best of its knowledge and belief, that the applicant and each of its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily or involuntarily excluded from covered transactions by any Federal department or agency.
- b. Have not, within the preceding three years, been convicted of or had a civil judgment rendered against him or her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or commission of any other offense indicating a lack of business integrity or business honesty.
- c. Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any offense described in paragraph (b) of this certification.
- d. Has not, within the preceding three years, had one or more public transactions (Federal, State, or local) terminated for cause or default.

Approval of Minutes – July 9, 2024 and July 16, 2024

Commissioner Thomas moved to approve the Minutes of July 9, 2024 and July 16, 2024. Commissioner Stone seconded the motion. A roll call vote was taken with Commissioners Thomas, Stone and Smith voting yes. Motion carried.

Estate Settlements – July 8, 2024 thru July 11, 2024

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 commencement 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 07/08/2024 thru 07/11/2024 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 23, 2024.

ESTATE NUMBER: **4869**
SETTLEMENT TYPE: Affidavit and Waiver of Final Settlement
SETTLEMENT RECORDED: July 10, 2024
ESTATE NAME: **JOHN B. BOWERMASTER**
ADMINISTRATOR: JERRY BOWERMASTER

ESTATE NUMBER: **4844**
SETTLEMENT TYPE: Affidavit and Waiver of Final Settlement
SETTLEMENT RECORDED: July 11, 2024
ESTATE NAME: **BETTY C. CASSEDAY**
EXECUTOR: LARRY J. CASSEDAY

ESTATE NUMBER: **4598**
SETTLEMENT TYPE: Affidavit and Waiver of Final Settlement
SETTLEMENT RECORDED: July 08, 2024
ESTATE NAME: **PATTY ELAINE WILDASIN AKA PATTY E. WELDOSIN**
EXECUTRIX: NANCY HARSH GLOTFELTY

Subscribed and sworn to before me on 07/17/2024.

Linda Huggins

Clerk of the Preston County Commission

By: *Ashley Cole*
Ashley Cole, Deputy Clerk

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

Proceedings in Vacation – July 11, 2024 through July 17, 2024

Under **New Business** Commissioner Stone moved to dispense with the reading in open court of the Proceedings of the Clerk of this Commission, had in vacation on July 11, 2024 thru July 17, 2024 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 11, 2024, through Wednesday, July 17, 2024

The County Commission of Preston County this 23rd day of July, 2024 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 11, 2024, the following matters were disposed of in the presence of the Clerk:

As the seconded named Executor in the last will and testament of **LOWELL T. LAREW**, which was previously probated and admitted to record **Lowell Jeremy Larew** was named as Executor to continue the Estate Administration. First named Executrix **MARJORIE J. LAREW** has passed away before the completion of the estate.

The last will and testament of **MARJORIE J. LAREW**, deceased, was proved by the affidavit of the attesting witnesses and the same was admitted to probate and record.

LOWELL JEREMY LAREW, who was named in the last will and testament of **MARJORIE J. LAREW**, deceased, as **EXECUTOR** thereof, qualified as such. No bond was required.

The last will and testament of **PETER Y. TURNER**, deceased, was proved by the affidavit of the attesting witnesses and the same was admitted to probate and record.

NANCY F. TURNER, who was named in the last will and testament of **PETER Y. TURNER**, deceased, as **EXECUTRIX** thereof, qualified as such. No bond was required.

On, Friday, July 12, 2024, 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, **ERIC TAYLOR** was appointed and qualified as **ADMINISTRATOR** of the estate of **PAULINE ADELE TAYLOR**, deceased. Bond was \$8,100.00.

The last will and testament of **JACQUELINE K MARSHALL**, 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.

DANIEL PARK MARSHALL, was named as **SUCCESSOR** thereof, qualified as such. No bond was required.

On, Monday, July 15, 2024, the following matters were disposed of in the presence of the Clerk:

The said estate of **WILLIAM RALEIGH THORNE**, deceased was referred to **WOODROW E. TURNER**, a **FIDUCIARY COMMISSIONER** for the Preston County Commission, for settlement thereof.

The last will and testament of **MAITLAN T. CALE**, deceased, was proved by the affidavit of the attesting witnesses and the same was admitted to probate and record.

ZACHARY L. MASSEY, who was named in the last will and testament of **MAITLAN T. CALE**, deceased, as **EXECUTOR** thereof, qualified as such. No bond was required.

On, Tuesday, July 16, 2024, 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, **THOMAS C. BARNETT** was appointed and qualified as **ADMINISTRATOR** of the estate of **FRENCH BENNETT BARNETT AKA FRENCH BENNETT BARNETT JR.**, deceased. No bond was required.

On, Wednesday, July 17, 2024, the following matters were disposed of in the presence of the Clerk:

The last will and testament of **THOMAS E. LEWIS**, 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.

SARA E. LEWIS, was named, as **SUCCESSOR** thereof, qualified as such. No bond was required.

Subscribed and sworn to before me on 07/17/2024.

Linda Huggins

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 Stone, Thomas and Smith voting yes. Motion carried.

Fiduciary Commissioner Report – None

Old Business- Consideration and/or action –

New Business – Consideration and/or action –

Courthouse Reconfiguration Project Report-Consideration and/or action

A. Update from Facilities Supervisor

Mr. Raybeck reported that everything is on schedule and Euclid is working on the phone systems for Phase II.

B. Approval of Change Orders

Commissioner Thomas moved to approve change order #1 in the amount of \$8,347.00 and authorize the President of the County Commission to sign. Commissioner Stone seconded the motion. A roll call vote was taken with Commissioners Thomas, Stone and Smith voting yes. Motion carried. (See attached.)



PCO #001

Jarrett Construction Services, Inc.
1605 Virginia St East
Charleston, West Virginia 25311
Phone: (304) 344-9140
Fax: (304) 344-9143

Project: J2409 - Preston County Courthouse
101 West Main Street
Kingwood, West Virginia 26537

Prime Contract Potential Change Order #001: CE #001 - Asbestos Abatement - Phase 1

TO:	Preston County Commission 106 W. Main Street, Suite 202 Kingwood, West Virginia 26537	FROM:	Jarrett Construction Services, Inc. PO Box 5250 Charleston, West Virginia 25361
PCO NUMBER/REVISION:	001 / 0	CONTRACT:	J2409 - CRP 2024 05282024.0 - Courthouse 2nd Level Renovation
REQUEST RECEIVED FROM:	Julie Doerr (Mills Group)	CREATED BY:	Kurtis Clinton (Jarrett Construction Services, Inc.)
STATUS:	Pending - In Review	CREATED DATE:	6/9/2024
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No		
LOCATION:	Phase 1 area (asbestos removal)	ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:	4 days	PAID IN FULL:	No
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	\$8,347.00

POTENTIAL CHANGE ORDER TITLE: CE #001 - Asbestos Abatement - Phase 1

CHANGE REASON: Unforeseen Condition

POTENTIAL CHANGE ORDER DESCRIPTION: (The Contract is Changed As Follows)

CE #001 - Asbestos Abatement - Phase 1

The purpose of this change event is to track and account for all costs associated with the remediation of asbestos in Phase 1 of the project. The client has requested to remediate and dispose of all asbestos as it pertains to the floor tiles and containment of such within Phase 1 on the 2nd Level Renovation.

ATTACHMENTS:

[Reclaim - Emergency Floor Tile Clean Up Quote.pdf](#) , [Boggs - 23 May 2024 - Preston County Court House - Asbestos Air Clearance Testing - Cost Proposal.pdf](#)

#	Budget Code	Description	Amount
1	2-2080.S ASBESTOS ABATEMENT.Commitment	Asbestos Abatement	\$2,000.00
2	2-2080.S ASBESTOS ABATEMENT.Commitment	Asbestos Testing	\$1,950.00
3	1-1000.S General Conditions	General Conditions	\$2,787.50
4	2-2080.S ASBESTOS ABATEMENT.Commitment	Asbestos Sampling	\$900.00
Subtotal:			\$7,637.50
Builder's Risk Insurance (0.10% Applies to Labor, Equipment, Materials, Commitment, Other, 99000 CONTRACTOR FEE, 99005 WV SALES TAX, 99010 BUILDERS RISK INS, 99020 GEN LIABILITY INS, and 99100 BONDS P & P.):			\$7.64
General Liability Insurance (0.92% Applies to Labor, Equipment, Materials, Commitment, Other, 99000 CONTRACTOR FEE, 99005 WV SALES TAX, 99010 BUILDERS RISK INS, 99020 GEN LIABILITY INS, and 99100 BONDS P & P.):			\$70.27
Performance Bonds (0.73% Applies to Labor, Equipment, Materials, Commitment, Other, 99000 CONTRACTOR FEE, 99010 BUILDERS RISK INS, 99020 GEN LIABILITY INS, 99100 BONDS P & P, and 99005 WV SALES TAX.):			\$55.75
Fee (7.41% Applies to Labor, Equipment, Materials, Commitment, Other, 99000 CONTRACTOR FEE, 99005 WV SALES TAX, 99010 BUILDERS RISK INS, 99020 GEN LIABILITY INS, and 99100 BONDS P & P.):			\$575.84
Grand Total:			\$8,347.00

Michael Mills (Mills Group)
88 High Street
Morgantown, West Virginia 26506

SIGNATURE DATE

Preston County Commission
106 W. Main Street, Suite 202
Kingwood, West Virginia 26537

SIGNATURE DATE 6/23/2024

Jarrett Construction Services, Inc.
PO Box 5250
Charleston, West Virginia 25361

SIGNATURE DATE 06/18/2024

Commissioner Thomas moved to approve change order #2 in the amount of \$5,169.41 for the substitution of the door frames. Commissioner Stone seconded the motion. A roll call vote was taken with Commissioners Thomas, Stone and Smith voting yes. Motion carried. (See attached.)



PCO #002

Jarrett Construction Services, Inc.
1605 Virginia St East
Charleston, West Virginia 25311
Phone: (304) 344-9140
Fax: (304) 344-9143

Project: J2409 - Preston County Courthouse
101 West Main Street
Kingwood, West Virginia 26537

Prime Contract Potential Change Order #002: CE #005 - Continuous Hinge, Exit Device, & Electric Strike

TO:	Preston County Commission 106 W. Main Street, Suite 202 Kingwood, West Virginia 26537	FROM:	Jarrett Construction Services, Inc. PO Box 5250 Charleston, West Virginia 25361
PCO NUMBER/REVISION:	002 / 0	CONTRACT:	J2409 - CRP 2024 05282024.0 - Courthouse 2nd Level Renovation
REQUEST RECEIVED FROM:	Tom Killonski (Mills Group)	CREATED BY:	Kurtis Clinton (Jarrett Construction Services, Inc.)
STATUS:	Pending - In Review	CREATED DATE:	6/18/2024
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	Yes		
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:		PAID IN FULL:	No
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	\$5,169.41

POTENTIAL CHANGE ORDER TITLE: CE #005 - Continuous Hinge, Exit Device, & Electric Strike

CHANGE REASON: Client Request

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*
CE #005 - Continuous Hinge, Exit Device, & Electric Strike

This change event was created to eliminate the need to removed the existing grouted door frames of EX202-16 & 202-3. The specialized frames are grouted in place and removing them would destroy the frames as well as a portion of the adjacent walls and associated elements. It was requested by the owner during Progress Meeting #1 to supply a cost to use the existing frame and replace the associated hardware with a continuous hinge, RIM exit device, and electric strike. This approach would be a less invasive method to reusing EX202-16 and replacing 202-3 with a level 3 bullet-resistant door.

The cost supplied is for the above mentioned hardware only, and includes material for both doors.

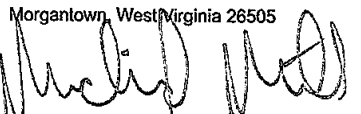
ATTACHMENTS:

#	Budget Code	Description	Amount
1	8-8100.M Metal Doors - Material	Continuous Hinge, RIM Device, Strike	\$2,710.00
2	16-16100.S Electrical	Power to Electric Strike	\$1,500.00
3	8-8100.L Metal Doors - Labor	Continuous Hinge, RIM Device, Strike	\$520.00
Subtotal:			\$4,730.00
Builder's Risk Insurance (0.10% Applies to Labor, Equipment, Materials, Commitment, Other, 99000 CONTRACTOR FEE, 99005 WV SALES TAX, 99010 BUILDERS RISK INS, 99020 GEN LIABILITY INS, and 99100 BONDS P & P.):			\$4.73
General Liability Insurance (0.92% Applies to Labor, Equipment, Materials, Commitment, Other, 99000 CONTRACTOR FEE, 99005 WV SALES TAX, 99010 BUILDERS RISK INS, 99020 GEN LIABILITY INS, and 99100 BONDS P & P.):			\$43.52
Performance Bonds (0.73% Applies to Labor, Equipment, Materials, Commitment, Other, 99000 CONTRACTOR FEE, 99005 WV SALES TAX, 99010 BUILDERS RISK INS, 99020 GEN LIABILITY INS, and 99100 BONDS P & P.):			\$34.53
Fee (7.41% Applies to Labor, Equipment, Materials, Commitment, Other, 99000 CONTRACTOR FEE, 99005 WV SALES TAX, 99010 BUILDERS RISK INS, 99020 GEN LIABILITY INS, and 99100 BONDS P & P.):			\$356.63
Grand Total:			\$5,169.41


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Morgantown, West Virginia 26505

Preston County Commission
106 W. Main Street, Suite 202
Kingwood, West Virginia 26537

Jarrett Construction Services, Inc.
PO Box 5250
Charleston, West Virginia 25361


SIGNATURE DATE 7/16/24


SIGNATURE DATE 7/23/2024


SIGNATURE DATE 06/28/2024

Commissioner Thomas moved to approve change order #3, which substitutes wood flush doors instead of hollow metal doors in the amount of \$1,946.45. Commissioner Stone seconded the motion. A roll call vote was taken with Commissioners Thomas, Stone and Smith voting yes. Motion carried. (See attached.)



JARRETT
CONSTRUCTION SERVICES

PCO #003

Jarrett Construction Services, Inc.
1605 Virginia St East
Charleston, West Virginia 25311
Phone: (304) 344-9140
Fax: (304) 344-9143

Project: J2409 - Preston County Courthouse
101 West Main Street
Kingwood, West Virginia 26537

Prime Contract Potential Change Order #003: CE #002 - Door Slab Changes

TO:	Preston County Commission 106 W. Main Street, Suite 202 Kingwood, West Virginia 26537	FROM:	Jarrett Construction Services, Inc. PO Box 5250 Charleston, West Virginia 25361
PCO NUMBER/REVISION:	003 / 0	CONTRACT:	J2409 - CRP 2024 05282024.0 - Courthouse 2nd Level Renovation
REQUEST RECEIVED FROM:	Tom Killonski (Mills Group)	CREATED BY:	Kurtis Clinton (Jarrett Construction Services, Inc.)
STATUS:	Pending - In Review	CREATED DATE:	6/25/2024
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No		
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:		PAID IN FULL:	No
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	\$1,946.45

POTENTIAL CHANGE ORDER TITLE: CE #002 - Door Slab Changes

CHANGE REASON: Deviation/Discrepancy of Contract Documents

POTENTIAL CHANGE ORDER DESCRIPTION: (The Contract Is Changed As Follows)

CE #002 - Door Slab Changes

All new doors per door schedule on sheet A603 are to be wood flush doors, as opposed to hollow metal.

ATTACHMENTS:

#	Budget Code	Description	Amount
1	8-8100.M Metal Doors - Material	Slabs changed to wood	\$1,781.00
Subtotal:			\$1,781.00
Builder's Risk Insurance (0.10% Applies to Labor, Equipment, Materials, Commitment, Other, 99000 CONTRACTOR FEE, 99005 WV SALES TAX, 99010 BUILDERS RISK INS, 99020 GEN LIABILITY INS, and 99100 BONDS P & P.):			\$1.78
General Liability Insurance (0.92% Applies to Labor, Equipment, Materials, Commitment, Other, 99000 CONTRACTOR FEE, 99005 WV SALES TAX, 99010 BUILDERS RISK INS, 99020 GEN LIABILITY INS, and 99100 BONDS P & P.):			\$16.39
Performance Bonds (0.73% Applies to Labor, Equipment, Materials, Commitment, Other, 99000 CONTRACTOR FEE, 99005 WV SALES TAX, 99010 BUILDERS RISK INS, 99020 GEN LIABILITY INS, and 99100 BONDS P & P.):			\$13.00
Fee (7.41% Applies to Labor, Equipment, Materials, Commitment, Other, 99000 CONTRACTOR FEE, 99005 WV SALES TAX, 99010 BUILDERS RISK INS, 99020 GEN LIABILITY INS, and 99100 BONDS P & P.):			\$134.28
Grand Total:			\$1,946.45

Michael Mills (Mills Group)
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Morgantown, West Virginia 26505/

Preston County Commission
106 W. Main Street, Suite 202
Kingwood, West Virginia 26537

Jarrett Construction Services, Inc.
PO Box 5250
Charleston, West Virginia 25361

SIGNATURE DATE 7/23/2024

SIGNATURE DATE 7/23/2024

SIGNATURE DATE 06/26/2024

Commissioner Thomas moved to approve change order #5, which corresponds with change order #1 for the asbestos sampling report in the amount of \$982.44. Commissioner Stone seconded the motion. A roll call vote was taken with Commissioners Thomas, Stone and Smith voting yes. Motion carried. (See attached.)



PCO #005

Jarrett Construction Services, Inc.
1605 Virginia St East
Charleston, West Virginia 25311
Phone: (304) 344-9140
Fax: (304) 344-9143

Project: J2409 - Preston County Courthouse
101 West Main Street
Kingwood, West Virginia 26537

Prime Contract Potential Change Order #005: CE #009 - Asbestos Sampling - Phase 1

TO:	Preston County Commission 106 W. Main Street, Suite 202 Kingwood, West Virginia 26537	FROM:	Jarrett Construction Services, Inc. PO Box 5250 Charleston, West Virginia 25361
PCO NUMBER/REVISION:	005 / 0	CONTRACT:	J2409 - CRP 2024 05282024.0 - Courthouse 2nd Level Renovation
REQUEST RECEIVED FROM:		CREATED BY:	Kurt's Clinton (Jarrett Construction Services, Inc.)
STATUS:	Pending - In Review	CREATED DATE:	6/28/2024
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No	ACCOUNTING METHOD:	Amount Based
LOCATION:		PAID IN FULL:	No
SCHEDULE IMPACT:		SIGNED CHANGE ORDER RECEIVED DATE:	
EXECUTED:	No	TOTAL AMOUNT:	\$982.44

POTENTIAL CHANGE ORDER TITLE: CE #009 - Asbestos Sampling - Phase 1

CHANGE REASON: Unforeseen Condition

POTENTIAL CHANGE ORDER DESCRIPTION: (The Contract Is Changed As Follows)

CE #009 - Asbestos Sampling - Phase 1

The purpose of this change order is to add the invoiced amount for the asbestos sampling report provided by Reclaim Company. This amount was not included in PCO 001. All costs associated with the remediation of asbestos in Phase 1 of the project are now captured with the inclusion of this additional invoice. The client has approved all remediation costs to remove, dispose of, and test all asbestos as it pertains to the floor tiles and containment of such in the 2nd floor renovation.

ATTACHMENTS:

Invoice # 2927 - Completion of Phase I FT & Mastic Sampling - Preston Co. Courthouse.pdf

#	Budget Code	Description	Amount
1	2-2080.S ASBESTOS ABATEMENT.Commitment	Asbestos Sampling	\$900.00
Subtotal:			\$900.00
	Bulder's Risk Insurance (0.10% Applies to Labor, Equipment, Materials, Commitment, Other, 99000 CONTRACTOR FEE, 99005 WV SALES TAX, 99010 BUILDERS RISK INS, 99020 GEN LIABILITY INS, and 99100 BONDS P & P.):		\$0.90
	General Liability Insurance (0.92% Applies to Labor, Equipment, Materials, Commitment, Other, 99000 CONTRACTOR FEE, 99005 WV SALES TAX, 99010 BUILDERS RISK INS, 99020 GEN LIABILITY INS, and 99100 BONDS P & P.):		\$8.28
	Performance Bonds (0.73% Applies to Labor, Equipment, Materials, Commitment, Other, 99000 CONTRACTOR FEE, 99005 WV SALES TAX, 99010 BUILDERS RISK INS, 99020 GEN LIABILITY INS, and 99100 BONDS P & P.):		\$6.57
	Fee (7.41% Applies to Labor, Equipment, Materials, Commitment, Other, 99000 CONTRACTOR FEE, 99005 WV SALES TAX, 99010 BUILDERS RISK INS, 99020 GEN LIABILITY INS, and 99100 BONDS P & P.):		\$66.69
Grand Total:			\$982.44

Michael Mills (Mills Group)
88 High Street
Morgantown, West Virginia 26505

SIGNATURE DATE

Preston County Commission
106 W. Main Street, Suite 202
Kingwood, West Virginia 26537

SIGNATURE DATE 7/23/2024

Jarrett Construction Services, Inc.
PO Box 5250
Charleston, West Virginia 25361

SIGNATURE DATE 06/28/2024

County Administrator’s Report – Consideration and/or action

A. Discussion of Composition of EMS Advisory Board

Mr. Raybeck stated the only recommendation that has been received so far from EMS, mirrored the basic composition of the prior advisory board. He suggested additional conversations be held to allow for additional alternative proposals and add it to the agenda of July 30, 2024 for a vote.

B. Budget Revisions - None

C. Miscellaneous Correspondence

- The July 30, 2024 Preston County Commission Meeting start time has been changed to start at 10:30 a.m.

Personnel Matters – Consideration and/or action

A. Executive Session

Legal Matters - Consideration and/or action

A. Executive Session

Information

Commissioners Comments

At 10:15 a.m., there being no further business to come before the Commission, President Smith declared the Regular Session adjourned.

Commissioner

Commissioner

Commissioner

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07/23/2024

