

STATE OF WEST VIRGINIA, COUNTY OF PRESTON, Ss:

The Preston County Commission met in Regular Session at 9:00 a.m., July 28, 2020 in the County Commission Meeting Room in the Annex Building.

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

President Stone then declared the following Commissioners present: Don Smith, Dave Price and Samantha Stone.

Also present was Kathy Mace, County Administrator.

The following persons registered their attendance during the meeting:

Biff Armstrong-IT

Angie Whetsell

Deanna Lively

Drew Proudfoot-Bowles Rice

Hunter Mullens-Mullens & Mullens, PLLC

Commissioner Price moved to authorize payment of all properly presented and approved invoices. Commissioner Smith seconded the motion. A roll call vote was taken with Commissioners Price, Smith and Stone voting yes. Motion carried.

Commissioner Price moved to approve the Tax Correction List, dated July 28, 2020 in the amount of \$1,990.54 as presented by Assessor Connie Ervin. Commissioner Smith seconded the motion. A roll call vote was taken with Commissioners Price, Smith and Stone voting yes. Motion carried.

There were no Notice of Apportionments, Consolidation of Land or County Court Splits.

Recognition of Scheduled Appointments

9:03 a.m. - Preston County Health Department-COVID-19 Virus Update

There was no COVID-19 Virus update given.

10:00 a.m. – Drew Proudfoot, Bowles Rice Request of PSD#4 for Enlargement of Service Territory (See page 21)

10:30 a.m. – Matthew Ervin, Mullens & Mullens – Update on Opioid Lawsuit (See page 24)

Approval of Minutes – June 15, 16, 17, 2020 and June 23, 24, 2020

Commissioner Smith moved to approve the minutes of June 15, 16, 17, 2020 and June 23 and 24, 2020. Commissioner Price seconded the motion. A roll call vote was taken with Commissioners Smith, Price and Stone voting yes. Motion carried.

Proceedings in Vacation – July 16, 2020 through July 22, 2020

Under **NEW BUSINESS** 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 16, 2020 through July 22, 2020 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

Estate from Thursday, July 16, 2020, through Wednesday, July 22, 2020

The County Commission of Preston County this 28th day of July, 2020, 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, Monday, July 20, 2020, 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, **SCOTT SAFFRON** was appointed and qualified as ADMINISTRATOR of the estate of **JOHN MICHAEL SAFFRON**, deceased. Bond was \$10,000.00.

The last will and testament of **CHESTER JUNIOR SUMMERS**, deceased, was proved by the affidavit of the attesting witnesses and the same was admitted to probate and record.

TERESA QUINN, who was named in the last will and testament of **CHESTER JUNIOR SUMMERS**, deceased, as EXECUTRIX thereof, qualified as such. No bond was required.

More than 30 days since the date of death or the surviving spouse or heir, upon a motion, **GENEVA T WAGNER** was appointed and qualified as ADMINISTRATRIX of the estate of **DONALD RAY DILLSWORTH**, deceased. Bond was \$10,000.00.

More than 30 days since the date of death or the surviving spouse or heir, upon a motion, **REBECCA L ROY** was appointed and qualified as ADMINISTRATRIX of the estate of **MICHAEL L ROY**, deceased. No bond was required.

On, Tuesday, July 21, 2020, 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, **MICHELLE E. WHITEHEAD** was appointed and qualified as ADMINISTRATRIX of the estate of **SHARON K DURR**, deceased. No bond was required.

More than 30 days since the date of death or the surviving spouse or heir, upon a motion, **SCOTT A GREINER** was appointed and qualified as ANCILLARY ADMINISTRATOR of the estate of **IRENE TABELL GREINER**, deceased. No bond was required.

More than 30 days since the date of death or the surviving spouse or heir, upon a motion, **JEFFREY A GREINER** was appointed and qualified as ANCILLARY ADMINISTRATOR of the estate of **IRENE TABELL GREINER**, deceased. No bond was required.

Certification of Completion of Ancillary Administration of West Virginia Real Estate Without Appointment was filed for estate of **LISA R RIHA**.

On, Wednesday, July 22, 2020, 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, **ROBERT DENKENBERGER** was appointed and qualified as ADMINISTRATOR of the estate of **HARRY ADOLPH DENKENBERGER**, deceased. Bond was \$35,000.00.

Subscribed and sworn to before me on 07/23/2020

Linda Huggins

Linda Huggins
Clerk of the Preston County Commission

Karen Kurilko
By _____
Karen Kurilko, Deputy Clerk

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

Estate Settlements – July 15, 2020 thru July 16, 2020

Commissioner Price 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 07/15/2020 thru 07/16/2020 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 28, 2020.

ESTATE NUMBER: **3594**
ESTATE NAME: **MICHAEL K BURNSIDE**
EXECUTRIX: **NICOLE BURNSIDE WOLFE**
SETTLEMENT: **AFFIDAVIT AND WAIVER OF FINAL SETTLEMENT**
FILED: **07/16/2020**

ESTATE NUMBER: **3504**
ESTATE NAME: **PALMA MARIE GARRETT**
EXECUTRIX: **CATHERINE M. COLLINS**
SETTLEMENT: **WAIVER OF FINAL SETTLEMENT**
FILED: **07/15/2020**

Subscribed and sworn to before me on 07/23/2020

Linda Huggins
Clerk of the Preston County Commission

By _____
Karen Kurilko, Deputy Clerk

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

Fiduciary Commissioner – None

Old Business – Consideration and/or action

New Business – Consideration and/or action

Administrator’s Report – Consideration and/or action

President Stone recognized Kathy Mace for the Administrators Report.

A. Update COVID-19 Virus

Kathy Mace has been working on how to proceed due to the public hearing that will be coming up on August 18, 2020 because the commission office space is not big enough to allow for social distancing. She was able to secure the Extension Office location for Tuesdays through the month of October whenever the Commission is ready to open up the meetings to the public. The only caveat being that the night meeting at the beginning of the month would need changed to a day meeting.

Commissioner Price moved to go ahead with moving the regular weekly meeting to the Extension Office, located on Court Street in Kingwood, starting with the August 11, 2020 meeting. Commissioner Smith seconded the motion. A roll call vote was taken with Commissioners Price, Smith and Stone voting yes. Motion carried.

B. 2019-2020 Carryover

Kathy Mace presented and explained carryover figures from the counties FYE 2019-2020 budget. (See attached.)

July 28, 2020

TO: PRESTON COUNTY COMMISSION	
Unencumbered and Reserved Fund for FYE 2019-2020	
GENERAL FUND	
• Cash Balance 6/30/2020	\$1,433,216.74
• Certificates of Deposit 6/30/2020	\$477,935.59
	\$1,911,152.33
LESS:	
Estimated Carryover	\$1,450,000.00
Payroll Payables	\$13,698.30
	(\$1,463,698.30)
RESERVED FROM FUND BALANCE	
Hotel/Motel Funds – ARTS	\$4,228.74
BEAUTIFICATION	\$16,761.27
PARKS & RECREATION	\$50.00
Vehicle After Market	\$21,611.00
Outstanding Purchase Orders	\$2,088.00
	(\$44,739.01)
	\$402,715.02

C. Cancel August 4 County Commission Meeting

Commissioner Smith moved to cancel the August 4, 2020 meeting due to the County Commission meeting and training through the Auditor. Commissioner Price seconded the motion. A roll call vote was taken with Commissioners Smith, Price and Stone voting yes. Motion carried.

D. Lease with CGP Development Company, Inc for space in the Kinwood Plaza for Election Center and Storage

Commissioner Price moved to authorize President Stone to sign the Lease Agreement dtd July 28, 2020 between The Preston County Commission and CGP Development Company Inc. for an 18 month period from January 1, 2021 through June 30, 2022. Commissioner Smith seconded the motion. A roll call vote was taken with Commissioners Price, Smith and Stone voting yes. Motion carried. (See attached.)

LEASE

This **Full-Service Lease**, entered into on July 28, 2020 by and between **CGP Development Co., Inc.** as lessor (the "Lessor") and **The Preston County Commission** as lessee (the "Lessee").

WITNESSETH

- 1) **PREMISES:** Lessor, in consideration of the lease payments provided in this Lease, leases to Lessee, 157 Plaza Court, Suite G-J, (the "Premises") containing approximately 3,677 square feet and located at Kingwood Plaza, Kingwood, WV 26537.
- 2) **TERM:** The term of this lease shall be for an 18-month period from January 1, 2021 ("Commencement Date") through June 30, 2022 ("Expiration Date").
- 3) **RENEWAL OPTIONS:** The Lessee will have the option to renew for 1 additional 2-year period and should give written notice to the Lessor within 60 days of end of Lease Term or end of Renewal Lease Term. The lease conditions during any such renewal period shall be the same as those contained in this Lease except the apportioned \$5,000 utility amount is subject to increase or decrease based on actual expenses during initial term.
- 4) **LEASE YEAR:** The "Lease Year" shall be defined as beginning January 1 and ending December 31 of each year throughout the Lease term.
- 5) **RENT:** Lessee shall pay to Lessor:
Initial Term Annual Base Rent: \$30,000
***Includes \$5,000 apportioned for utilities**
Initial Term Monthly Base Rent: \$2,500

Initial Term Total Monthly Rent: \$2,500
****No other costs are associated with this lease.**

Lease payments shall be due on or before the first (1st) day of each month, any payment not made before the 15th day of the month will be considered delinquent. Payments should be made to Lessor at:

CGP Development Co. Inc.
1513 Harrison Avenue, Ste A-3
Elkins, WV 26241

- 6) **UTILITIES AND SERVICES:** Lessor shall be responsible for all utility payments including electric, water, sewage, waste collection, and heating and cooling used by the Lessee on the Premises. Utilities and services will be covered by the apportioned amount described in Paragraph 5. Lessee shall be responsible for telephone and/or internet.
- 7) **TAXES:** Lessor shall pay real estate taxes and assessments for the Premises. Lessee shall pay all personal property taxes and any other charges which may be levied against

the Premises and which are attributable to Lessee's use of the Premises, along with all sales and/or use taxes (if any).

- 8) PROPERTY INSURANCE:** Lessee and Lessor shall each maintain appropriate insurance for their respective interests in the Premises and property located on the Premises. Lessor shall be named as an additional insured in such policies for the term of the lease. Lessor shall receive advance notice from insurer prior to any termination of such insurance policies.
- 9) LIABILITY INSURANCE:** Lessee agrees to provide on or before the commencement date of the term of this lease, and to keep in force during the term of this lease, a comprehensive general public liability insurance policy insuring both the Lessor and Lessee, on an occurrence basis as opposed to a claims made basis, against any liability occasioned by acts on or about the premises or any appurtenances to the premises. Such policy shall be written by an insurance company with a Best's rating acceptable to the Lessor, with coverage limits no less than \$1,000,000 amount of liability insurance for combined single limit.
- 10) MAINTENANCE:**
- a) **Lessor's obligations for maintenance shall include:**
All repairs, replacements, and servicing of the roof, outside walls and other structural parts of the Premises.
 - b) **Lessee's obligations for maintenance shall include:**
General upkeep of the interior of premises, maintenance and replacement or repair of plate glass windows and doors and all other maintenance not specifically delegated to Lessor under this Lease.
- 11) USE OF PREMISES:** Lessee may use the Premises only for purpose of _____ and shall render services commonly associated with similar facilities. The Premises may be used for any other purpose only with the prior consent of the Lessor, which shall not be unreasonably withheld.
- 12) POSSESSION:** Lessee shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Lessor on the last day of the term of this Lease, unless otherwise agreed to by both parties in writing. At the expiration of the term of this Lease, Lessee shall remove its goods and effects and peaceably yield the Premises to Lessor in as good a condition as when delivered to Lessee, with ordinary wear and tear expected.
- 13) ASSIGNABILITY/SUBLETTING:** This Lease may not be assigned, nor the premises sublet in whole or part by Lessee without the prior written consent of the Lessor, which shall not be unreasonably withheld. Assignment or subletting to a sister corporation of the Lessee is permissible without notification to the Lessor. In the event of such assignment

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or subletting the Lessee shall remain primarily liable for all the terms, covenants and conditions of this Lease.

- 14) HOLDOVER:** If Lessee maintains possession of the Premises for any period of time after the termination of this Lease ("Holdover Period"), Lessee shall pay to Lessor rent during the Holdover Period at a rate equal to the normal payment rate set forth in the Renewal Terms section 3 of this Lease.
- 15) ACCESS TO PREMISES:** Subject to Lessee's consent, which shall not be unreasonably withheld, Lessor shall have the right to enter the Premises to make inspections, provide necessary services, or show the Premises to prospective buyers, mortgagees, tenants or employees. However, Lessor does not assume any liability for the care or supervision of the Premises. As provided by law, in case of an emergency, Lessor may enter the Premises without Lessee's consent. During the last three months of this Lease, or any extension of this Lease, Lessor shall be allowed to display the usual "For Lease" signs and show the Premises to prospective tenants.
- 16) DESTRUCTION OR CONDEMNATION OF PREMISES:** If the Premises are partially destroyed by fire or other casualty to an extent that prevents the conducting of Lessee's use of the Premises in a normal manner, and if the damage is reasonably repaired within sixty days (60) after the occurrence of the destruction, and if the cost of the repair is less than \$500,000, Lessor shall repair the Premises and a just proportion of the lease payments shall abate during the period of the repair according to the extent to which the Premises have been rendered untenable. However, if the damage is not repairable within sixty days, or if the cost of the repair is \$500,000 or more, or if Lessor is prevented from repairing the damage by forces beyond Lessor's control, or if the property is condemned, this Lease shall terminate upon twenty days (20) written notice of such event or condition by either party and any unearned rent paid in advance by Lessee shall be apportioned and refunded to it. Lessee shall give Lessor immediate notice of any damage to the Premises.
- 17) DEFAULTS:** Lessee shall be in default of this Lease if Lessee fails to fulfill any lease obligation or term by which Lessee is bound. Subject to any governing provisions of law to the contrary, if Lessee fails to cure any financial obligation within 10 days (or any other obligation within 30 days) after written notice of such default is provided by Lessor to Lessee, Lessor may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing Lessor's right to damages. In the alternative, Lessor may elect to cure any default and the cost of such action shall be added to Lessor financial obligations under this Lease. Lessee shall pay all costs, damages and expenses (including reasonable attorney fees and expenses) suffered by Lessor by reason of Lessee's defaults. All sums and money or charges required to be paid by Lessee under this Lease shall be additional rent, whether or not such sums or

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charges are designated as "additional rent". The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

- 18) **CUMULATIVE RIGHTS:** The rights of the parties under this Lease are cumulative and shall not be construed as exclusive unless otherwise required by law.
- 19) **INDEMNITY REGARDING USE OF PREMISES:** To the extent permitted by law, the Lessee agrees to indemnify, hold harmless and defend the Lessor from and against any and all losses, claims, liabilities and expenses, including reasonable attorney fees, if any, which Lessor may suffer or incur in connection with Lessee's possession, use or misuse of the Premises, unless the same shall be caused by Lessor's act or negligence.
- 20) **MECHANICS LIENS:** Neither the Lessee nor anyone claiming through the Lessee shall have the right to file mechanics liens nor any other kind of lien on the Premises and the filing of this Lease constitutes notice that such liens are invalid. Further, Lessee agrees to (1) give advance notice to any contractors, subcontractors or suppliers of goods, labor or services that such liens will not be valid and (2) take whatever additional steps necessary in order to keep the premises free of all liens resulting from construction done by or for the Lessee.
- 21) **SUBORDINATION OF LEASE:** Upon request of Lessor, Lessee shall subordinate this Lease to any first mortgage now or hereafter upon Lessor's interest in the Premises and Lessee shall execute and deliver, upon demand, such further instruments subordinating the Lease to the lien of any such mortgage, provided such subordination shall be upon the express condition that this Lease shall be recognized by the mortgagee, and that the rights of Lessee shall remain in full force and effect during the term of this Lease and any extension thereof, notwithstanding any default by the mortgagor with respect to said mortgage or any foreclosure thereof, so long as Lessee shall perform all of the covenants and conditions of the Lease.
- 22) **LESSEE ESTOPPEL CERTIFICATE:** If, on any sale, assignment, or hypothecation of the leased premises and/or the land, Lessee is requested in writing to furnish and promptly deliver a Lessee Estoppel Certificate, in recordable form, the Lessee shall deliver such form of the Lessee Estoppel Certificate which should certify that this lease is in full force and effect and that there are no defenses or offsets or defaults claimed by Lessee. If Lessee refuses to promptly execute and deliver the certificate or instrument required under this lease, without good cause, Lessor may, at its option, cancel this lease without incurring any liability.
- 23) **GOVERNING LAW:** This Lease shall be construed in accordance with the laws of the State of West Virginia.
- 24) **ENTIRE AGREEMENT:** This Lease contains the entire agreement between the parties hereto and may not be modified in any other manner than in writing signed by the parties hereto or their successors in interest.

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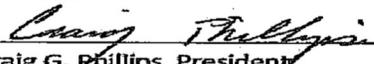
- 25) **SEVERABILITY:** If any provision of the Lease be deemed partially or totally unenforceable, the validity and enforceability of the remaining provisions of the Lease shall not in any way be affected or impaired; and such invalid or unenforceable provision shall be construed so that it will have the meaning as closely as possible to the intended meaning between the parties.
- 26) **WAIVER:** The Lessee and Lessor on behalf of themselves, their successors and assigns and subrogees do hereby release each other from any and all responsibilities and liabilities for any loss or damages caused by fire or other peril included in the coverage afforded by a standard form of fire insurance policy with extended coverage that shall have been caused by the fault or neglect of the other party or anyone of whom the other party may be responsible.
- 27) **BINDING EFFECT:** The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.
- 28) **NOTICE:** Notices under this Lease shall be served to each party of the Lease at the addresses indicated below:

Lessor:
CGP Development Co. Inc.
1513 Harrison Avenue
Tygart Valley Mall – Suite A3
Elkins, WV 26241
Office: 304-636-8030
Fax: 304-636-4103

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

Each party of this Lease has caused it to be executed at the date indicated below:

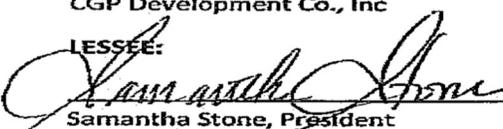
LESSOR:



Craig G. Phillips, President
CGP Development Co., Inc

July 28, 2020
Date

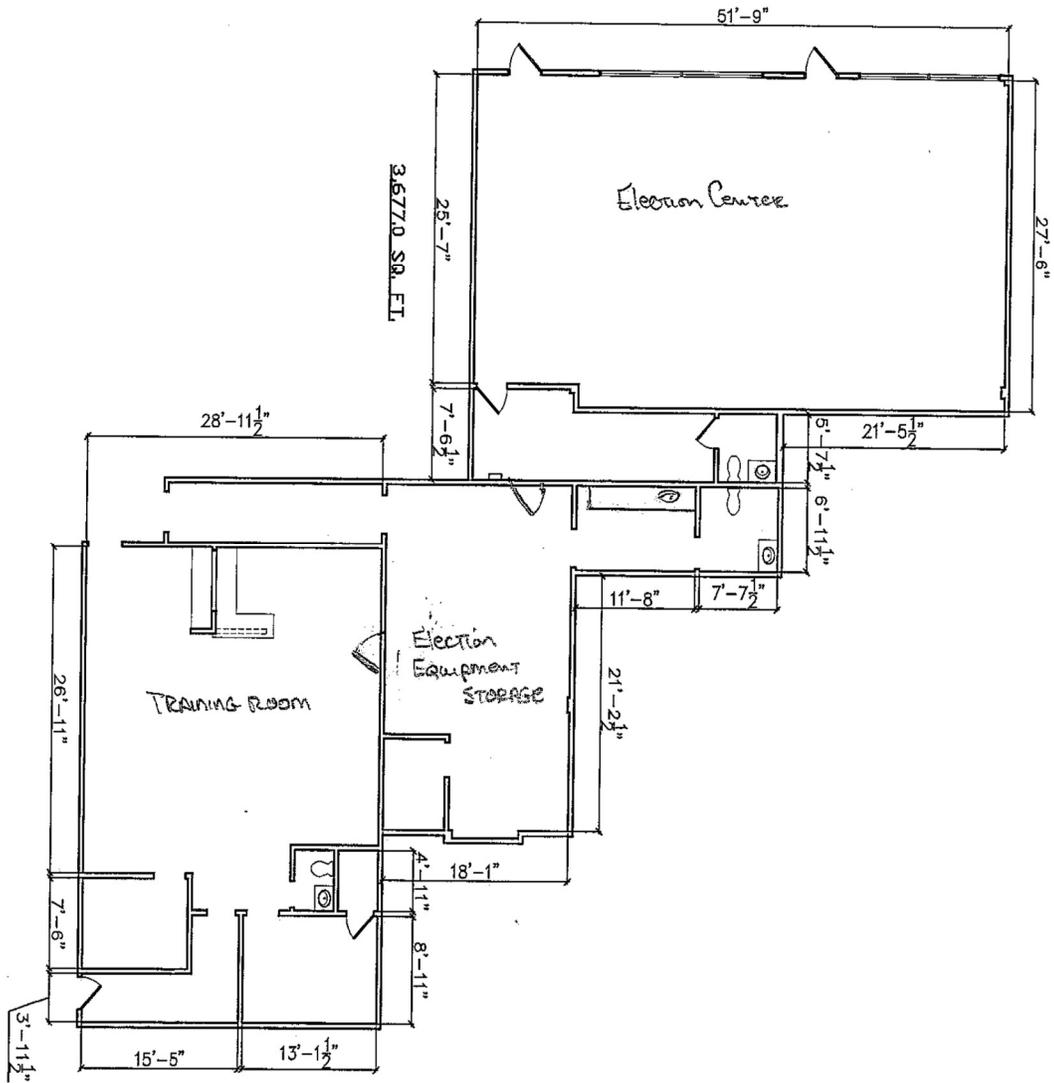
LESSEE:



Samantha Stone, President
Preston County Commission

July 28, 2020
Date

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E. Approve Employee Appreciation Day COVID-19 response

Commissioner Price made a motion to offer up a flexible day off, with the courthouse and all services remaining open, for an Appreciation Day for the response to COVID-19 to be taken between August 1, 2020 and November 30, 2020. Commissioner Smith seconded the motion. A roll call vote was taken with Commissioners Price, Smith and Stone voting yes. Motion carried.

F. Budget Revisions

Kathy Mace presented a budget revision for the carry over.

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



MEMORANDUM
Preston County Commission

Date: July 28, 2020
 To: Bookkeeper
 From: Kathy Mace *Kathy Mace*
 County Administrator
 Subject: A Budget Revision is needed to put the unencumbered funds 2019-2020 into 2020-2021 Budget incorporate the Fund Balance and Reserve Funds

INCREASE	001-299-000	(Fund balance)	\$447,456
INCREASE	001-704-230	(Regional Jail)	\$75,000
INCREASE	001-401-566	(Contributions)	\$125,000
INCREASE	001-900-567	(Parks & Rec)	\$50.00
INCREASE	001-903-568	(Arts)	\$4,229
INCREASE	001-913-568	(Beautification)	\$16,762
INCREASE	001-717-217-01	(Veh. aftermarket)	\$21,611
INCREASE	001-699-999	(Contingencies)	\$202,716
INCREASE	001-404-459	(Tax Office Equip)	\$1,265
INCREASE	001-404-216	(Main & Repair Equip)	\$823

RESOLUTION

At a Regular Session of the County Commission, held on July 28, 2020 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 forgoing resolution having been moved by Commissioner Price and duly seconded by Commissioner Smith, the vote thereon was as follows:

Commissioner	<i>David Price</i>	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Commissioner	<i>[Signature]</i>	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Commissioner	<i>[Signature]</i>	<input checked="" type="radio"/> Yes	<input type="radio"/> 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 her signature on the attached "Request for Revision to Approved Budget" to be sent to the State Auditor for approval.

G. Miscellaneous Correspondence

- A copy of a petition was received from the Herring Community asking for potable water for use in their homes. (See attached.)

Commissioner Price made a motion to draft and send a letter of support to the PSC in the efforts of the folks in the Herring Community who are working to extend water to their homes from Kingwood Water. Commissioner Smith seconded the motion. A roll call vote was taken with Commissioners Price, Smith and Stone voting yes. Motion carried. (See attached.)

July 20, 2020

Public Service Commission of West Virginia
201 Brooks Street
P.O. Box 812
Charleston, WV 25323

Attention: Roger Crammer

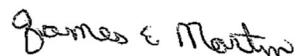
Dear Sir:

Please find enclosed a petition from residents of the Herring Community. Due to the undermining of the entire area, it is not feasible to obtain potable water for use in our homes. Wells that have been drilled have either been dry or produced rancid mine water.

Therefore we are requesting that a cost analysis study be conducted for the city of Kingwood to extend their water system from where it ends at Long Hollow Road to Vista View, Hunting Camp, Herring, and West Herring Roads.

Sincerely yours

James E. Martin



cc: City of Kingwood Water Board

Preston County Commission

Public Service Commission

PETITION

We, the undersigned, do hereby petition the city of Kingwood to provide water for the residents of the Herring area, District 2, specifically those homes situated on Long Hollow Road and Herring Road.

- Marie Soto (5) 2124 Vista Road
- Alice Samble (7) 12 Fox Hollow Road
- Dyer T. Fitch (11) (B) 2124 Vista Road
- Holland Tutchell (23) Fox Hollow Rd
- Donald Samble (1) (2)
- Beulah Samble (4) 17 Beulah Dr
- Robert Samble (3)
- Kirstin Surewok (5) 1838 Vista View Rd
- Don McEnnis (5) (B) 2 majestic view Dr Kingwood, W
- Donald Snow (3) 201 Majestic View Dr. Kingwood WV, 26537
- Justin (4) 221 Majestic View Dr Kingwood WV 26537
- Mary Davis (2) 270 MAJESTIC VIEW DR. KINGWOOD W 26537
- Jennifer Sandus (5) 274 Majestic View Dr Kingwood WV 26537
- Suzette (2) 492 Majestic View Dr Kingwood WV 26537
- Ruby (2) 1267 VISTA VIEW RD. KINGWOOD WV
- Mark Mabre (4) 272 Majestic View Dr. Kingwood
- Wendy Deibel (6) 1818 Vista View Rd

PETITION

We, the undersigned, do hereby petition the city of Kingwood to provide water for the residents of the Herring area, District 2, specifically those homes situated on Long Hollow Road and Herring Road.

Randy + Carrie Zimm
2782 Vista View Rd
Kingwood W.V., 26537
1 residence
2 occupants
Carrie Zimm

Ovillie Simons
4414 Herring Rd
Kingwood, W.V. 26537
1 residence
1 occupant
Ovillie Simons

Jeffrey EAVENSON
2657 VISTA View Rd
Kingwood W.V. 26537
2 residence
4 occupants
Jeff Eavenson

Brian Poling
3970 Herring Rd
Kingwood W.VA 26537
1 residence
4 occupants
Brian Poling

Natasha White
2704 Vista View Rd
Kingwood W.V. 26537
1 Residence
2 occupants
Natasha White

PETITION

We, the undersigned, do hereby petition the city of Kingwood to provide water for the residents of the Herring area, District 2, specifically those homes situated on Long Hollow Road and Herring Road.

Jamie + Kelly Nedrow
3854 Herring Rd.
Kingwood, W 26537

1 residence with 2 occupants

1 Business (Deer Processing)

Kelly Nedrow
Jamie Nedrow

Madison Nedrow
3874 Herring Rd
Kingwood W 26537
1 residence, 2 occupants
Madison Nedrow

Allen + Janet Nedrow
4049 Herring Rd
Kingwood W 26537
1 residence - 2 occupants
Janet Nedrow
Allen Nedrow

Dora Nicholson
3867 Herring Rd
Kingwood, W.V. 26537
1 residence 1 occupant
Dora Nicholson

PETITION

We, the undersigned, do hereby petition the city of Kingwood to provide water for the residents of the Herring area, District 2, specifically those homes situated on Long Hollow Road and Herring Road.

Forest + Julie Miller ② 2520 Vista View Road
Chris & Joyce Totham ② 2776 Vista View Road
John and Carolyn Taylor ② 4150 Herring Road, Kingwood
Pleasant Grove Baptist 50 4 times Herring Rd, Mason town
, a month 45 28
Betty Dawn Mayhew ① 2309 Vista View Rd
Kingwood, WV 26537
Gary Linda Moore ① ② Hunting Camp
James C Barlow ② 3796 Herring Rd Kingwood WV 26537
William & Kitty Pafford ② 4203 Herring Rd
Kingwood 26537
Buddy McCartney ① 1807 Vista View Rd
~~Carl Fields Jr~~ Kingwood WVA 26537
Carl Fields Jr ① 272 Herring Rd
Kingwood WV 26537
Diane Kerby ② 22 Majestic View Dr Kingwood, WV
26537
Mark Rockwell ② 22 Majestic View Dr Kingwood WV
26537
Buddy Everin ① 164 Vista View, WV 26537
Kingwood WV 26537

PETITION

We, the undersigned, do hereby petition the city of Kingwood to provide water for the residents of the Herring area, District 2, specifically those homes situated on Long Hollow Road and Herring Road. Pleasant Grove Baptist Church

George S. Taylor
Russell M...
Janis Maxwell
Larry Maxwell
Claude Taylor
Jla Taylor
Larry Turner
Carolyn Turner
William Pingley
Perela Pingley
Janet Nedrow
Allen Nedrow
MIKE HARRIMAN
Debby Cress
Larry Cress
Sandy Calvert
Peggy Klein
Jan Hamman
John Hancox & Family
Melissa
Lauran
Ashley
Will
Ben
Bill Helmick
Maddi Helmick
Bryan Dumore

PETITION

We, the undersigned, do hereby petition the city of Kingwood to provide water for the residents of the Herring area, District 2, specifically those homes situated on Long Hollow Road and Herring Road.

Walter G Hall 5200 HERRING RD, MASON TOWN, WV 26542
Feint Timothy Hunt 5292 Herring Rd., Mason town, WV 26542
James Carolyn Martin 5295 Herring Rd Mason town WV 26542
Rebata May 4690 Herring Road, Mason town, WV 26542
Thomas Mos 4690 HERRING RD MASON TOWN, WV 26542
Richard WA 2859 W HERRING RD MASON TOWN WV 26542
Wendy Nester 3028 W Herring Rd Mason town, WV 26542
Rebecca Shackelford 268 W. Oak Dr. Mason town, WV 26542
William Spackelford 268 W. Oak Dr. Mason town WV 26542
Adean J. Jepsen 3443 W. Herring Rd Mason town, WV 26542
M. N. N. 2898 W Herring Rd Mason town, WV 26542
Darin Nish 2898 W Herring Rd Mason town WV 26542
Robert D. Linn 2812 W. Herring Rd. Mason town, WV 26542

- September 12, 2020 – The 23rd celebration of the Order of the Rhododendron Ceremony 11:30 a.m. at the McGrew House honoring the top-scoring 8th grade students on this past year's Golden Horseshoe exam.
- Received a request from the Secretary of Interior concerning building and rebuilding monuments to American Heroes. They are looking for land owned by the Federal Government for the creation of a National Garden of American Heroes. (See attached.)

Commissioner Price made a motion to send a letter of support for the National Garden of American Heroes. Commissioner Smith seconded the motion. A roll call vote was taken with Commissioners Price, Smith and Stone voting yes. Motion carried.



THE SECRETARY OF THE INTERIOR
WASHINGTON

JUL 23 2020

Board of Commissioners
Preston County
106 West Main Street, Suite 103
Kingwood, West Virginia 26537-1131

Dear County Commissioners:

On July 3, 2020, President Donald J. Trump signed an Executive Order (EO) on Building and Rebuilding Monuments to American Heroes. Recently, many statues and monuments that preserve the memory of our collective American story have been vandalized, destroyed, or removed. President Trump has made clear that this Administration will not stand for anarchy and allow our Nation's history to be erased. We must preserve the story of America's heroes.

The President has directed me to lead a Task Force that will propose options for the creation of a National Garden of American Heroes, including potential locations for the site. The National Garden will feature the statues of the greatest Americans to ever live and express our noblest ideals: respect for our ancestors, love of freedom, and striving for a more perfect Union. These works of beauty, created as enduring tributes, will show reverence for our past, dignify our present, and inspire those who come to visit this majestic place in the future.

As outlined in the enclosed EO, the "National Garden should be located on a site of natural beauty that enables visitors to enjoy nature, walk among the statues, and be inspired to learn about great figures of America's history." The site should be proximate to at least one major population center and not cause significant disruption to the local community. My preference is that the site be on lands already in Federal ownership.

The Task Force will also develop a process for accepting donations or loans of statues and monuments by States, localities, civic organizations, businesses, religious organizations, and individuals for display at the National Garden of American Heroes. Statues and monuments will include the Founding Fathers, former Presidents of the United States, those who fought for the abolition of slavery, and other great Americans.

I ask that you respond to this letter in your capacity as county officials, and provide any recommendations that answer the following questions:

1. Are there locations of natural beauty within your unit of local government that would serve as a reputable location for these monuments, statues, and the National Garden of American Heroes? Please list and describe any such locations consistent with the EO.
2. Are there any statues or monuments your locality can donate or loan to this effort that will honor our nation's heroes? Please list and describe any such statues or monuments consistent with the EO.
3. In addition to the 31 individuals listed in the EO, are there any other American heroes who should be recognized in the National Garden of American Heroes? Please list and describe any such individuals consistent with the EO.

The Task Force intends to provide recommendations to the President expeditiously and would ask that you provide your response by July 31, 2020. Please send an electronic copy of your response to Mr. Jeffrey Small at jeffrey_small@ios.doi.gov.

America's heroes are embedded in our hearts and as a result of the President's leadership will forever be embedded in American history. This worthy and appropriate tribute to the legendary figures of the United States of America will transmit our national story to future generations.

Sincerely,

Secretary of the Interior

Enclosure

EXECUTIVE ORDERS

Executive Order on Building and Rebuilding Monuments to American Heroes

Issued on: July 3, 2020.

By the authority vested in me as President by the Constitution and the laws of the United States of America, it is hereby ordered as follows:

Section 1. Purpose. America owes its present greatness to its past sacrifices. Because the past is always at risk of being forgotten, monuments will always be needed to honor those who came before. Since the time of our founding, Americans have raised monuments to our greatest citizens. In 1784, the legislature of Virginia commissioned the earliest statue of George Washington, a “monument of affection and gratitude” to a man who “unit[ed] to the endowment[s] of the Hero the virtues of the Patriot” and gave to the world “an Immortal Example of true Glory.” 1 Res. H. Del. (June 24, 1784). In our public parks and plazas, we have erected statues of great Americans who, through acts of wisdom and daring, built and preserved for us a republic of ordered liberty.

These statues are silent teachers in solid form of stone and metal. They preserve the memory of our American story and stir in us a spirit of responsibility for the chapters yet unwritten. These works of art call forth gratitude for the accomplishments and sacrifices of our exceptional fellow citizens who, despite their flaws, placed their virtues, their talents, and their lives in the service of our Nation. These monuments express our noblest ideals: respect for our ancestors, love of freedom, and striving for a more perfect union. They are works of beauty, created as enduring tributes. In preserving them, we show reverence for our past, we dignify our present, and we inspire those who are to come. To build a monument is to ratify our shared national project.

To destroy a monument is to desecrate our common inheritance. In recent weeks, in the midst of protests across America, many monuments have been vandalized or destroyed. Some local governments have responded by taking their monuments down. Among others, monuments to Christopher Columbus, George Washington, Thomas Jefferson, Benjamin Franklin, Francis Scott Key, Ulysses S. Grant, leaders of the abolitionist movement, the first all-volunteer African-American regiment of the Union Army in the Civil

War, and American soldiers killed in the First and Second World Wars have been vandalized, destroyed, or removed.

These statues are not ours alone, to be discarded at the whim of those inflamed by fashionable political passions; they belong to generations that have come before us and to generations yet unborn. My Administration will not abide an assault on our collective national memory. In the face of such acts of destruction, it is our responsibility as Americans to stand strong against this violence, and to peacefully transmit our great national story to future generations through newly commissioned monuments to American heroes.

Sec. 2. Task Force for Building and Rebuilding Monuments to American Heroes. (a) There is hereby established the Interagency Task Force for Building and Rebuilding Monuments to American Heroes (Task Force). The Task Force shall be chaired by the Secretary of the Interior (Secretary), and shall include the following additional members:

- (i) the Administrator of General Services (Administrator);
- (ii) the Chairperson of the National Endowment for the Arts (NEA);
- (iii) the Chairperson of the National Endowment for the Humanities (NEH);
- (iv) the Chairman of the Advisory Council on Historic Preservation (ACHP); and
- (v) any officers or employees of any executive department or agency (agency) designated by the President or the Secretary.

(b) The Department of the Interior shall provide funding and administrative support as may be necessary for the performance and functions of the Task Force. The Secretary shall designate an official of the Department of the Interior to serve as the Executive Director of the Task Force, responsible for coordinating its day-to-day activities.

(c) The Chairpersons of the NEA and NEH and the Chairman of the ACHP shall establish cross-department initiatives within the NEA, NEH, and ACHP, respectively, to advance the purposes of the Task Force and this order and to coordinate relevant agency operations with the Task Force.

Sec. 3. National Garden of American Heroes. (a) It shall be the policy of the United States to establish a statuary park named the National Garden of American Heroes (National Garden).

(b) Within 60 days of the date of this order, the Task Force shall submit a report to the President through the Assistant to the President for Domestic Policy that proposes options for the creation of the National Garden, including potential locations for the site. In identifying options, the Task Force shall:

(i) strive to open the National Garden expeditiously;

(ii) evaluate the feasibility of creating the National Garden through a variety of potential avenues, including existing agency authorities and appropriations; and

(iii) consider the availability of authority to encourage and accept the donation or loan of statues by States, localities, civic organizations, businesses, religious organizations, and individuals, for display at the National Garden.

(c) In addition to the requirements of subsection 3(b) of this order, the proposed options for the National Garden should adhere to the criteria described in subsections (c)(i) through (c)(vi) of this section.

(i) The National Garden should be composed of statues, including statues of John Adams, Susan B. Anthony, Clara Barton, Daniel Boone, Joshua Lawrence Chamberlain, Henry Clay, Davy Crockett, Frederick Douglass, Amelia Earhart, Benjamin Franklin, Billy Graham, Alexander Hamilton, Thomas Jefferson, Martin Luther King, Jr., Abraham Lincoln, Douglas MacArthur, Dolley Madison, James Madison, Christa McAuliffe, Audie Murphy, George S. Patton, Jr., Ronald Reagan, Jackie Robinson, Betsy Ross, Antonin Scalia, Harriet Beecher Stowe, Harriet Tubman, Booker T. Washington, George Washington, and Orville and Wilbur Wright.

(ii) The National Garden should be opened for public access prior to the 250th anniversary of the proclamation of the Declaration of Independence on July 4, 2026.

(iii) Statues should depict historically significant Americans, as that term is defined in section 7 of this order, who have contributed positively to America throughout our history. Examples include: the Founding Fathers, those who fought for the abolition of slavery or participated in the underground railroad, heroes of the United States Armed Forces, recipients of the Congressional Medal of Honor or Presidential Medal of Freedom, scientists and inventors, entrepreneurs, civil rights leaders, missionaries and religious leaders, pioneers and explorers, police officers and firefighters killed or injured in the line of duty, labor leaders, advocates for the poor and disadvantaged, opponents of national socialism or international socialism, former Presidents of the United States and other elected officials, judges and justices,

astronauts, authors, intellectuals, artists, and teachers. None will have lived perfect lives, but all will be worth honoring, remembering, and studying.

(iv) All statues in the National Garden should be lifelike or realistic representations of the persons they depict, not abstract or modernist representations.

(v) The National Garden should be located on a site of natural beauty that enables visitors to enjoy nature, walk among the statues, and be inspired to learn about great figures of America's history. The site should be proximate to at least one major population center, and the site should not cause significant disruption to the local community.

(vi) As part of its civic education mission, the National Garden should also separately maintain a collection of statues for temporary display at appropriate sites around the United States that are accessible to the general public.

Sec. 4. Commissioning of New Statues and Works of Art. (a) The Task Force shall examine the appropriations authority of the agencies represented on it in light of the purpose and policy of this order. Based on its examination of relevant authorities, the Task Force shall make recommendations for the use of these agencies' appropriations.

(b) To the extent appropriate and consistent with applicable law and the other provisions of this order, Task Force agencies that are authorized to provide for the commissioning of statues or monuments shall, in expending funds, give priority to projects involving the commissioning of publicly accessible statues of persons meeting the criteria described in section 3(b)(iii) of this order, with particular preference for statues of the Founding Fathers, former Presidents of the United States, leading abolitionists, and individuals involved in the discovery of America.

(c) To the extent appropriate and consistent with applicable law, these agencies shall prioritize projects that will result in the installation of a statue as described in subsection (b) of this section in a community where a statue depicting a historically significant American was removed or destroyed in conjunction with the events described in section 1 of this order.

(d) After consulting with the Task Force, the Administrator of General Services shall promptly revise and thereafter operate the General Service Administration's (GSA's) Art in Architecture (AIA) Policies and Procedures, GSA Acquisition Letter V-10-01, and Part 102-77 of title 41, Code of Federal Regulations, to prioritize the commission of works of art that portray historically significant Americans or events of American historical significance or illustrate the ideals upon which our Nation was founded. Priority should be given to public-facing monuments to former Presidents of the United States and to individuals and events relating to the discovery

of America, the founding of the United States, and the abolition of slavery. Such works of art should be designed to be appreciated by the general public and by those who use and interact with Federal buildings. Priority should be given to this policy above other policies contained in part 102-77 of title 41, Code of Federal Regulations, and revisions made pursuant to this subsection shall be made to supersede any regulatory provisions of AIA that may conflict with or otherwise impede advancing the purposes of this subsection.

(e) When a statue or work of art commissioned pursuant to this section is meant to depict a historically significant American, the statue or work of art shall be a lifelike or realistic representation of that person, not an abstract or modernist representation.

Sec. 5. Educational Programming. The Chairperson of the NEH shall prioritize the allocation of funding to programs and projects that educate Americans about the founding documents and founding ideals of the United States, as appropriate and to the extent consistent with applicable law, including section 956 of title 20, United States Code. The founding documents include the Declaration of Independence, the Constitution, and the Federalist Papers. The founding ideals include equality under the law, respect for inalienable individual rights, and representative self-government. Within 90 days of the conclusion of each Fiscal Year from 2021 through 2026, the Chairperson shall submit a report to the President through the Assistant to the President for Domestic Policy that identifies funding allocated to programs and projects pursuant to this section.

Sec. 6. Protection of National Garden and Statues Commissioned Pursuant to this Order. The Attorney General shall apply section 3 of Executive Order 13933 of June 26, 2020 (Protecting American Monuments, Memorials, and Statues and Combating Recent Criminal Violence), with respect to violations of Federal law regarding the National Garden and all statues commissioned pursuant to this order.

Sec. 7. Definition. The term "historically significant American" means an individual who was, or became, an American citizen and was a public figure who made substantive contributions to America's public life or otherwise had a substantive effect on America's history. The phrase also includes public figures such as Christopher Columbus, Junipero Serra, and the Marquis de La Fayette, who lived prior to or during the American Revolution and were not American citizens, but who made substantive historical contributions to the discovery, development, or independence of the future United States.

Sec. 8. General Provisions: (a) Nothing in this order shall be construed to impair or otherwise affect:

(i) the authority granted by law to an executive department or agency, or the head thereof; or

(ii) the functions of the Director of the Office of Management and Budget relating to budgetary, administrative, or legislative proposals.

(b) This order shall be implemented consistent with applicable law and subject to the availability of appropriations.

(c) This order is not intended to, and does not, create any right or benefit, substantive or procedural, enforceable at law or in equity by any party against the United States, its departments, agencies, or entities, its officers, employees, or agents, or any other person.

DONALD J. TRUMP

THE WHITE HOUSE,
July 3, 2020.

- The Dailey Lease, for Community Corrections, is waiting for signatures from the Dailey family for a fully executed contract. The lease date to occupy is August 15th.
- Animal Shelter Project – still waiting on drawings from the Mills Group. Would like to go to bid as soon as possible.
- Fairs and festivals – The governor announced yesterday that there will be support for the fairs and festivals that comes from the Governor’s contingency fund.

At 9:52 a.m. President Stone called for a recess until 10:00 a.m.

At 10:00 a.m. President Stone came out of recess and continued with the Agenda and introduced Drew Proudfoot, Attorney from Bowles Rice for a Request of PSD#4 for Enlargement of Service Territory

Mr. Proudfoot explained that PSD#4 is wishing to acquire the Bruceton Mills water system. He said Bruceton Mills currently runs their own water system for their town municipality and has fallen behind in their rates so PSD#4 has gone through the right process to get it up to par as far as the regulations and the statutory requirements and is willing to assist the town by acquiring the system and then operating the system.

Commissioner Price moved to approve the initial order for the enlargement of the Service Territory for PSD#4 to include Bruceton Mills and the public hearing to held August 18, 2020 and authorized the President to sign. Commissioner Smith seconded the motion. A roll call vote was taken with Commissioners Price, Smith and Stone voting yes. Motion carried. (See attached.)

REQUEST OF PRESTON COUNTY PUBLIC SERVICE DISTRICT NO. 4 FOR ENLARGEMENT OF SERVICE TERRITORY

The Preston County Public Service District No. 4 (“District 4”) requests that the Preston County Commission (the “County Commission”) issue an initial order directing publication of notice of a hearing to consider expanding the territory of District 4, and following such hearing issuing a final order approving an expansion of the territory of District 4, for the following reasons:

1. The Town of Bruceton Mills, West Virginia (the “Town”), a municipality which owns a water utility, purchases all the potable water it needs to serve its customers from District 4.
2. The Town only has approximately 73 water customers.
3. District 4 has approximately 1,936 customers and it will be more efficient for District 4 to own the Town’s water distribution system and provide service directly to the Town’s water customers. Further, the District’s existing customers will benefit from having a larger customer base.
4. The Council of the Town has approved an Asset Purchase and Sale Agreement (the “Sale Agreement”) for the sale of the Town’s water distribution system (the “System”) to District 4, as evidenced by an Ordinance dated June 16, 2020.
5. The Council of the Town has adopted a resolution supporting the expansion of the District’s territory to include the Town. See Attachment A.
6. The current service territory of District 4 excludes areas served by the Town.
7. In order to close on the Sale Agreement, it will be necessary for the County Commission and the PSC to enter orders which amend the territory of District 4 to include areas provided with water service by the Town.
8. District 4’s present service territory was established by the August 20, 2002 County Commission Order as approved by the PSC in its June 30, 2003 PSC Order in Case No.

02-1408-PSWD-PC. District 4's service territory was described as "all of the area of Preston County east of the Cheat River, except those areas currently being served by the Towns of Bruceton Mills, Alpine Lake, Terra Alta, Rowlesburg and Albright."

9. District 4 asks the County Commission, on its own motion, to adopt the draft initial order provided as Attachment B, directing District 4 to publish and post notice of a County Commission hearing to consider expanding District 4's territory to consist of the following: All the area of Preston County east of the Cheat River, except those areas currently being provided with potable water service by the Alpine Lake Public Utilities Company, the Town of Terra Alta, the Town of Rowlesburg, or the Town of Albright.

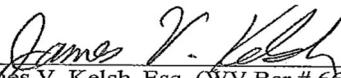
10. Under *West Virginia Code* § 16-13A-2, when a public service district needs to enlarge or merge its service area, there are three ways that it may happen. It may have: 1) a petition signed by 25% of the registered voters of the enlarged area; 2) upon recommendation of the PSC; or 3) by the County Commission upon its own motion duly adopted. The first option creates several logistical problems that will be too costly or time-consuming to be practical. The second option is not practical as District 4 has to have the enlargement completed before it closes on the Sale Agreement. The only real option is for the County Commission to adopt a motion on its own directing that the territory be enlarged. In accordance with the statute, after an initial order is adopted, a public hearing has to be set not more than 40 days nor less than 20 days from the adoption of the ordinance and a notice has to be published in regard to the public hearing. District 4 agrees that if the County Commission will approve the initial order and set a public hearing, District 4 will pay for the publication, give notice to the PSC as required by the *West Virginia Code*, and do all of the other legal matters that must be addressed to enlarge the territory, in coordination with the Preston County Prosecuting Attorney.

11. Representatives of District 4 will appear before the County Commission to discuss enlargement. District 4 will pay all costs associated with the request including publication of notice.

12. Following public hearing, District 4 asks the County Commission to adopt the draft final order provided as Attachment C.

WHEREFORE, District 4 requests that the Preston County Commission on its own motion adopt the draft initial order provided as Attachment B, and following a public hearing, adopt the draft final order provided as Attachment C.

PRESTON COUNTY PUBLIC SERVICE
DISTRICT NO. 4,
Requestor,
By its attorney.


James V. Kelsh, Esq. (WV Bar # 6617)
Drew A. Proudfoot, Esq. (WV Bar # 12801)
Bowles Rice LLP
125 Granville Square, Suite 400
Morgantown, West Virginia 26501
Counsel for Preston County PSD No. 4

ATTACHMENT B

Initial County Commission Order

INITIAL ORDER FOR ENLARGEMENT OF THE TERRITORY OF
PRESTON COUNTY PUBLIC SERVICE DISTRICT NO. 4

WHEREAS, the service territory of Preston County Public Service District No. 4 ("District 4") was established by the August 20, 2002 Order of the Preston County Commission, as approved by the Public Service Commission ("PSC") in its June 30, 2003 PSC Order in PSC Case No. 02-1408-PSWD-PC, and is "all of the area of Preston County east of the Cheat River, except those areas currently being served by the Towns of Bruceton Mills, Alpine Lake, Terra Alta, Rowlesburg and Albright."

WHEREAS, District 4 and the Town Council of Bruceton Mills ("Town") wish to expand the service territory of District 4 to include areas being provided with potable water service by the Town of Bruceton Mills, to make the service territory of District 4 "all the area of Preston County east of the Cheat River, except those areas currently being provided with potable water service by the Alpine Lake Public Utilities Company, the Town of Terra Alta, the Town of Rowlesburg, or the Town of Albright;"

WHEREAS, the Town Council of the Town adopted a resolution on June 2, 2020 supporting the expansion of District 4's territory to include the Town, and said resolution has been presented to the County Commission;

WHEREAS, the Town has entered into an Asset Purchase Agreement ("Agreement") with District 4, under which District 4 will acquire the Town's water distribution system (the "Town System") which presently serves only about 73 customers and obtains all its water from District 4, and thereafter District 4 will own, operate, and integrate the Town System as part of District 4's water distribution system;

WHEREAS, in order for District 4 to close on the Agreement, it needs authorization from the Preston County Commission and the PSC to provide service in Bruceton Mills;

WHEREAS, the County Commission finds, on its own motion, that it is important to provide utility service in a reliable and cost effective manner, and District 4, as a larger water utility, can provide service in a more reliable and cost effective manner to the Town's customers, and the District's existing customers will benefit from a larger customer base;

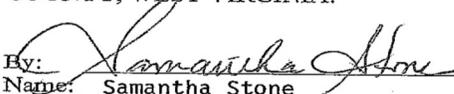
WHEREAS, it will promote the health, safety, and betterment of Preston County for District 4's territory to be enlarged.

NOW, THEREFORE, the County Commission does by motion duly approve and adopt the following:

1. That the County Commission approves the enlargement of the territory of District 4 to be all the area of Preston County east of the Cheat River, except those areas currently being provided with potable water service by the Alpine Lake Public Utilities Company, the Town of Terra Alta, the Town of Rowlesburg, or the Town of Albright, contingent upon the holding of a public hearing on the subject.
2. That the County Commission establishes a date for the public hearing on this issue, which public hearing shall occur on the 18th day of August 2020 at 10:00 AM, to be held in the County Commission meeting room in Kingwood, West Virginia.
3. That the County Commission does authorize the publication of the attached notice as a Class I legal advertisement in compliance with the provisions of the West Virginia Code § 59-3-1 *et seq.* in the *Preston County Journal* not less than ten (10) days prior to the hearing.
4. That District 4 shall serve notice of the public hearing to the PSC by sending a copy of this Order to the PSC, that District 4 shall pay all costs of publication, shall post the notice in five conspicuous places within the existing and proposed enlargement to the service territory of District 4 at least ten days in advance of the hearing date, and shall provide such other legal assistance as may be necessary to enable the enlargement of District 4's territory.
5. That the Secretary of the County Commission shall file this Initial Order with the office of the clerk of the Preston County Commission.

Enter this ORDER this 28 day of July 2020.

COUNTY COMMISSION OF PRESTON
COUNTY, WEST VIRGINIA:

By: 
Name: Samantha Stone
Title: President

At 10:07 a.m. President Stone called for a recess until 10:30 a.m.

At 10:30 a.m. President Stone called the meeting back to order and introduced Hunter Mullens from the Law Firm of Mullens and Mullens with an update on the opioid lawsuit and requested to go into Executive Session to discuss discovery issues currently due and mediation issues.

At 10:31 a.m. Commissioner Price moved to go into Executive Session for a legal matter regarding the opioid lawsuit. Commissioner Smith seconded the motion. A roll call vote was taken with Commissioners Price, Smith and Stone voting yes. Motion carried.

Those in attendance for the Executive Session were Commissioners Price, Smith and Stone, Hunter Mullens, Mullens and Mullens PLLC and Kathy Mace, Administrator.

EXECUTIVE SESSION

At 10:51 a.m. Commissioner Smith moved to come out of Executive Session and reenter open session. Commissioner Price seconded the motion. A roll call vote was taken with Commissioners Smith, Price and Stone voting yes. Motion carried.

Commissioner Smith moved to authorize the President to sign the verification of discovery document for the opioid litigations for our law firm and to be emailed after signing. Commissioner Price seconded the motion. A roll call vote was taken with Commissioners Smith, Price and Stone voting yes. Motion carried.

Personnel Matters-Consideration and/or action

Legal Matters-Consideration and/or action

- A. Minutes – June 30, 2020
- B. Miscellaneous Correspondence

Commissioners Comments

Commissioner Stone advised that the Economic Development Authority is moving their office to the Kingwood Plaza along with Farmland Protection.

At 11:02 a.m., there being no further business to come before the Commission, President Stone declared the Regular Session adjourned.

Commissioner

Commissioner

Commissioner

--oOo--

07/28/2020

