

A G E N D A
PRESTON COUNTY COMMISSION
MARCH 9, 2021
9:00 A.M.

Call to order by President and Pledge of Allegiance.
Roll call of Commissioners.
Recognition of Public.
Review of Bills.

Assessor's Office – Consideration and/or action
Tax Correction List – None
County Court Split – None

Recognition of Scheduled Appointments

- 9:05 a.m. Louis Friend, Facilitator for L&L Auto Truck Repair and Recycle Service - Request to Transfer Salvage License
- 9:15 a.m. Rob Kirk, Terra Alta Volunteer Fire Department – Regarding vehicle return and thank you

Approval of Minutes – February 2, 2021, February 9, 2021
Board of Equalization and Review January 29, 2021, February 4, 10, 12 and 16, 2021

Proceedings in Vacation – February 25, 2021 through March 3, 2021

Estate Settlements – February 23, 2021 thru February 26, 2021
ESTATE NAME: CLARENCE JUNE ADAMS, JR., AKA JUNIOR ADAMS
ESTATE NAME: GERARD D ANNELLI
ESTATE NAME: KEVIN BOYD HILLERY
ESTATE NAME: PENNY A. KELLER
ESTATE NAME: FORREST MASON PENNINGTON
ESTATE NAME: PAUL HOUSTON SISLER
ESTATE NAME: REBECCA JOYCE SYPOLT
ESTATE NAME: LAWRENCE PAUL TAYLOR

Fiduciary Commissioner Report – None

Old Business – Consideration and/or action –

New Business – Consideration and/or action –

Administrator's Report – Consideration and/or action
A. Friends of the Preston Academy Inc – Funding request
B. Records Management and Preservation Board grant award for the office of Assessor
C. SIEEP Grant February Reimbursement
D. Budget Revisions
E. Miscellaneous Correspondence

Personnel Matters- Consideration and/or action

Legal Matters- Consideration and/or action

Information

- A. Miscellaneous Correspondence

Commissioners Comments

STATE OF WEST VIRGINIA, COUNTY OF PRESTON, Ss:

The Preston County Commission met in Regular Session at 9:00 a.m., March 9, 2021 in the County Commission Meeting Room.

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

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

Also present was Kathy Mace, County Administrator.

The following persons registered their attendance during the meeting:

Jennifer Graham-Dominion Post	Kathy Plum-PCN&J
Louis W. Friend-L&L Auto Truck Repair	Rob Kirk-Terra Alta Fire Chief
Andy Lipscomb	Deanna Lively

No one registered prior to the meeting to address the Commission:

Review of Bills

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

Assessor's Office – Consideration and/or action

There was no Tax Correction List, Notice of Apportionments, Consolidation of Land or County Court Splits.

Recognition of Scheduled Appointments

9:05 a.m. – Louis Friend, Facilitator for L & L Auto Truck Repair and Recycle Service – Request to Transfer Salvage License

Mr. Louis Friend addressed the commission with a request to approve the transfer of license, of an auto salvage yard business, owned by Hank Mitter to his son, Lowell Larew, so the business can continue to operate.

Kathy Mace advised the commissioners to review the permit issued in 1988 and have the prosecuting attorney review everything before making a decision.

Mr. Friend said the State Department of Transportation has approved the application and now requires the county's approval.

Subject to be put on the fast track and revisited.

9:15 a.m. – Rob Kirk, Terra Alta Volunteer Fire Department – Regarding vehicle return and thank you

President Smith introduced Rob Kirk, Fire Chief of Terra Alta Volunteer Department, with appreciation and a thank you to the commission, Sheriff's Department, and the county for the use of a Dodge truck given to the Terra Alta Volunteer Fire Department several years ago for their use. He said they maintained the vehicle with body work, fixed the fender, back quarter panel and bed and put a new rear bumper on it.

The department was able to purchase a new vehicle and would like to return the Dodge truck to the county. Ms. Mace asked Mr. Kirk to give Duane Hamilton a call before returning it and to bring the title.

Approval of Minutes – February 2, 2021, February 9, 2021, Board of Equalization and Review January 29, 2021, February 4, 10, 12 and 16, 2021

Commissioner Stone made a motion to approve the minutes of February 2, 2021 and February 9, 2021. Commissioner Price seconded the motion. A roll call vote was taken with Commissioners Stone, Price and Smith voting yes. Motion carried.

Commissioner Stone made a motion to approve the minutes of the Board of Equalization and Review for January 29, 2021, February 4, 10, 12, and 16, 2021. Commissioner Price seconded the motion. A roll call vote was taken with Commissioners Stone, Price and Smith voting yes. Motion carried.

Proceedings in Vacation – February 25, 2021 through March 3, 2021

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, February 25, 2021 through March 3, 2021 inclusive, and to approve and confirm the same as presented by the County Clerk, there having been no exception or objections filed thereto. (See attached.)

United States of America



State of West Virginia

County of Preston, ss:

Clerk's Fiduciary Report

Estate from Thursday, February 25, 2021, through Wednesday, March 3, 2021

The County Commission of Preston County this 9th day of March, 2021 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, February 25, 2021, the following matters were disposed of in the presence of the Clerk:

The said estate of **RUFUS JACKSON LEWIS AKA RUFUS JACKSON LEWIS SR.**, deceased was referred to **DAVID P. BROWN**, a FIDUCIARY COMMISSIONER for the Preston County Commission, for settlement thereof.

More than 30 days since the date of death or the surviving spouse or heir, upon a motion, **RHONDA ROHR** was appointed and qualified as ADMINISTRATRIX of the estate of **BARBARA LONG**, deceased. Bond was 100,000.00.

The last will and testament of **D. JEAN MOORE-LUKE**, deceased, was proved by the affidavit of the attesting witnesses and the same was admitted to probate and record.

LINDSAY K. POLUGA FOWLER, who was named in the last will and testament of **D. JEAN MOORE-LUKE**, deceased, as ADMINISTRATRIX CTA thereof, qualified as such. Bond was 5,000.00.

On, Friday, February 26, 2021, the following matters were disposed of in the presence of the Clerk:

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

JAMES E. SHAY, JR., who was named in the last will and testament of **JACQUELYN SHAY**, deceased, as EXECUTOR 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, **CANDICE M. PARKER** was appointed and qualified as ADMINISTRATRIX of the estate of **ESPY LEROY PARKER, JR.**, deceased. Bond was 5,000.00.

A duly copy of the last will and testament of **SANDRA J. HOUSTON**, deceased, late a resident of Harford County, MD, was admitted to record.

On, Tuesday, March 2, 2021, the following matters were disposed of in the presence of the Clerk:

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

ANGELA SUE KING, who was named in the last will and testament of **LOIS J. LOUK**, deceased, as EXECUTRIX thereof, qualified as such. No bond was required.

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

MELISSA A. WILSON, who was named in the last will and testament of **CARLTON J. FOY**, deceased, as EXECUTRIX thereof, qualified as such. No bond was required.

Subscribed and sworn to before me on 03/04/2021

Linda Huggins

Linda Huggins
Clerk of the Preston County Commission

By *Tammy Johnson*
Tammy Johnson, Deputy Clerk

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

Estate Settlements -February 23, 2021 thru February 26, 2021

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 02/23/2021 thru 02/26/2021 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, March 9, 2021.

ESTATE NUMBER: **2331**
ESTATE NAME: **CLARENCE JUNE ADAMS, JR., AKA JUNIOR ADAMS**
ADMINISTRATRIX: JOYCE M. ADAMS
SETTLEMENT: REPORT OF RECEIPTS, DISBURSEMENTS AND DISTRIBUTION; AFFIDAVIT
FILED: 02/24/2021

INSOLVENT ESTATE

ESTATE NUMBER: **3559**
ESTATE NAME: **GERARD D ANNELLI**
EXECUTRIX: SUZAN E ANNELLI
SETTLEMENT: REPORT OF RECEIPTS, DISBURSEMENTS AND DISTRIBUTION; AFFIDAVIT
FILED: 02/23/2021

ESTATE NUMBER: **3004**
ESTATE NAME: **KEVIN BOYD HILLERY**
ADMINISTRATRIX: STEPHANIE HILLERY
SETTLEMENT: AFFIDAVIT AND WAIVER OF FINAL SETTLEMENT
FILED: 02/26/2021

ESTATE NUMBER: **3620**
ESTATE NAME: **PENNY A. KELLER**
EXECUTRIX: ROXANNE L. NUZUM
SETTLEMENT: AFFIDAVIT AND WAIVER OF FINAL SETTLEMENT
FILED: 02/25/2021

ESTATE NUMBER: **3524**
ESTATE NAME: **FORREST MASON PENNINGTON**
ADMINISTRATOR: PATRICIA L. PENNINGTON
SETTLEMENT: AFFIDAVIT AND WAIVER OF FINAL SETTLEMENT
FILED: 02/24/2021

ESTATE NUMBER: **3605**
ESTATE NAME: **PAUL HOUSTON SISLER**
ADMINISTRATRIX: REBECCA MYERS
SETTLEMENT: AFFIDAVIT AND WAIVER OF FINAL SETTLEMENT
FILED: 02/24/2021

ESTATE NUMBER: **3296**
ESTATE NAME: **REBECCA JOYCE SYPOLT**
ADMINISTRATOR: JAMES M. SYPOLT
SETTLEMENT: AFFIDAVIT AND WAIVER OF FINAL SETTLEMENT
FILED: 02/25/2021

ESTATE NUMBER: **3633**
ESTATE NAME: **LAWRENCE PAUL TAYLOR**
ADMINISTRATRIX: SHERLEEN A. FINCHER
SETTLEMENT: AFFIDAVIT AND WAIVER OF FINAL SETTLEMENT
FILED: 02/23/2021

Subscribed and sworn to before me on 03/04/2021

Linda Huggins

Linda Huggins
Clerk of the Preston County Commission

By *Tammy Johnson*
Tammy Johnson, Deputy Clerk

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

Fiduciary Commissioner Report – None

Old Business – Consideration and/or action

New Business – Consideration and/or action

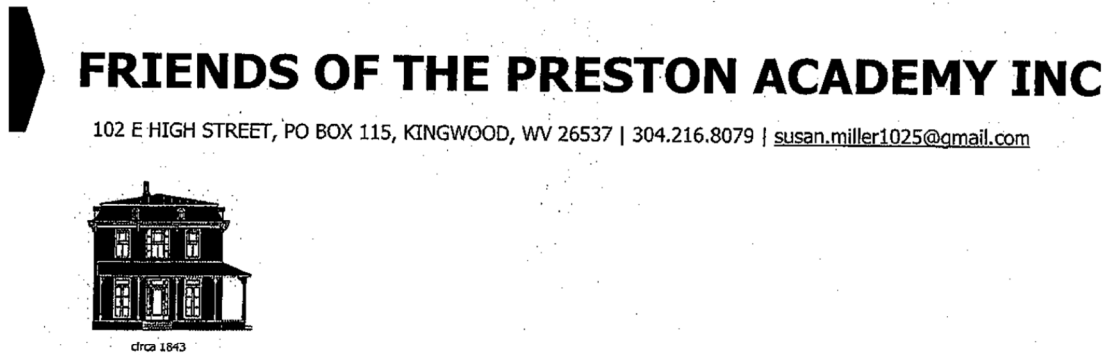
Administrator’s Report – Consideration and/or action

President Smith recognized Kathy Mace for the Administrators Report.

A. Friends of the Preston Academy Inc – Funding request

Ms. Mace received a letter from Susan Miller with a fund request in the amount of \$4,000 to repair the foundation of the Preston Academy which would allow them to continue their efforts to provide commercial rental space.

This request will be considered during budget time. (See attached).



March 2, 2021

Preston County Commissioners
106 West Main St, Suite 202
Kingwood, WV 26537

Re: Seeking Help To Repair Foundation Damage

Dear Commissioners:

Attached is a recommendation from Larry Bayles, Professional Engineer with Highland Engineering & Surveying detailing the work needed to repair the foundation of the Preston Academy. Animals are entering the building and damaging our heating ducts and equipment. We have received a contractor’s estimate of \$3,800 to do the work. Mr. Bayles will donate his services but will ask reimbursement for expenses. We ask your support in the amount of \$4,000 to complete this project.

We are actively applying for a grant to finish the ground floor and porch rehabilitation. When complete, the Preston Academy will provide attractive, commercial rental space within one block of the Courthouse. This income will sustain the building and our non-profit organization will provide additional fundraising and supervisory oversight. The Preston Academy is architecturally and historically significant, helping Preston County provide an attractive destination for tourists. When Elihu Gregg burned the Preston Courthouse in 1869, court sessions, including the trial of Elihu Gregg were held here.

We deeply appreciate your help in the past and thank you for considering our request. We are happy to furnish any information you may need.

On behalf of the board,

DocuSigned by:
SUSAN CURTIS MILLER  3/2/2021
BA8EB41917F0453...

Susan Miller, President

B. Records Management and Preservation Board grant award for the office of Assessor Ms. Mace presented a letter received from the Records Management and Preservation Board with notification that a grant has been awarded to the Assessor's Office for scanning, personnel cost to scan and index title research documents and to purchase a wide format color scanner and four desk top color scanners to digitize personal property tax and research documents.

She also mentioned that the \$1,000 commitment is in the budget and starts July 1, 2021.



Jim Justice
Governor of West Virginia

March 1, 2021

The Honorable Don Smith, President
Preston County Commission
106 W. Main Street, Suite 202
Kingwood, West Virginia 26537

Dear President Smith:

It is my pleasure to announce a Records Management and Preservation Board grant award of \$10,000 to provide improvements for the office of the Preston County Assessor. Archives and History Director Joseph N. Geiger, Jr. of the West Virginia Department of Arts, Culture and History will be in contact with you soon regarding this project, which may commence on July 1, 2021.

I am confident the funds will be put to good use to improve the management and preservation of the county's records for the benefit of its citizens. Thank you for your efforts to enhance access to the public records of Preston County.

Sincerely,

A handwritten signature in black ink, appearing to read "Jim Justice".

Jim Justice
Governor

cc: Joseph N. Geiger, Jr.

C. SIEEP Grant February Reimbursement

Commissioner Stone made a motion to authorize the President to sign the SIEEP Grant reimbursement for February. Commissioner Price seconded the motion. A roll call vote was taken with Commissioners Stone, Price and Smith voting yes. Motion carried. (See attached.)

DIVISION OF ADMINISTRATIVE SERVICES Justice and Community Services	Request for Reimbursement
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RECEIVED (For JCS Use Only)	Subgrantee: Preston County Commission
	Address: 106 W. Main St., Ste. 202 Kingwood, West Virginia 26537
	Project #: 19-SIEEP-12
	FEIN#: 55-6000384
	Funds are hereby requested to cover expenditures FROM: 02/01/2021 TO: 02/28/2021

PROJECT CASH EXPENDITURES

Account	Amount
Personnel/Contractual	
Travel/Training	
Equipment	
Other	1,262.57
TOTAL	\$1,262.57

CERTIFICATION:

I certify that this report presents actual receipts and expenditures of funds for the period covered and for the total grant budget to date, made in accordance with the approved budget for this grant.

All documentation is available at our office.

BY: **Don Smith, President**

TYPED NAME & TITLE

(Authorized Official or Grant Financial Officer ONLY)



SIGNATURE

03/09/2021
DATE

JCS USE ONLY	
ADMINISTRATIVE APPROVAL:	
This request is approved in the amount of \$ _____	
Initials _____	Date _____
Pursuant to the authority vested in me, I certify that this request is correct and proper for payment.	
Date _____	Program Accountant _____

D. Budget Revisions – none presented

E. Miscellaneous Correspondence

Housekeeping item from when the contract was signed with Keystone Waterproofing for repairs to the courthouse. Second page requires the president's signature. (See attached.)



Masonry Restoration Experts

2008 Main Drive
Latrobe, PA 15650

www.keystonewp.com

724-834-2040
Fax: 724-834-2836
Email: info@keystonewp.com

December 29, 2020

Kathy Mace (County Administrator)
Preston County Commission
106 West Main Street Suite 202
Kingwood, WV 26537

RE: Preston County Commission

Our Base Bid Includes The Following Exterior Work Items At Wall of Right Side Elevation Only:

- Cut out (approximately 3/4" deep) all mortar joints and repoint 100% with new mortar to closely match existing.
- Remove all existing caulking at steps of right side entrance, install backer rod as needed and apply Dowsil silicone sealant to same.
- Provide scaffolding and /or aerial lifts as needed to perform proposed work.

NOTE: Area of work is wall outlined in red on attached Photo 1.

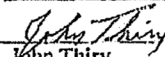
Contractor will use every precaution to protect the public and adjacent property. Any changes or additions not in specifications or contract will be quoted in addition to this work. All work will be done in a neat workmanlike manner with 100% cooperation. Bid proposal is based on using our contract or AIA form #A105 unmodified.

Additional terms and conditions of this contract are incorporated herein and the same has been reviewed by the signatory. Please sign both copies and return to the above address along with a 20% deposit payment. A copy of the fully executed contract will be returned to the addressee.

ACCEPTED BY:

BASE BID COST: \$24,500.00


Owner or Authorized Representative DATE

Submitted:  12/29/20
DATE

Approved By:  3/12/21
DATE

This bid, when signed by Owner or Owner's representative, shall be submitted to an officer of Keystone Waterproofing, Inc. for final approval, and the terms of this bid will not be binding on Keystone Waterproofing, Inc. until approved in writing by an officer of Keystone Waterproofing, Inc.

December 29, 2020
Preston County Commission
Page 2 of 2

UNIT PRICE:

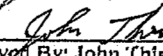
- Patch stone as needed with restoration mortar.

ADD: \$200.00' SF

ABOVE UNIT PRICE ACCEPTED BY:


Owner or Authorized Representative DATE

Submitted:  12/29/20
DATE

Approved By:  3/12/21
DATE

This bid, when signed by Owner or Owner's representative, shall be submitted to an officer of Keystone Waterproofing, Inc. for final approval, and the terms of this bid will not be binding on Keystone Waterproofing, Inc. until approved in writing by an officer of Keystone Waterproofing, Inc.

Owner is responsible for all associated cost involved, if any, in covering, shutting off, and/or relocating power lines, poles, transformers (etc.) as needed for us to perform proposed work in accordance with "OSHA" rules and regulations.

West Virginia Contractor's License Number: WV 030115.

Kathy Mace:
Business: 304-329-1805
Cell: 304-288-5030
Email: kmace@prestoncountywv.gov

JT/or

Please visit our website at
www.keystonewp.com

Terms and Conditions

INSURANCE

Contractor agrees to carry Worker's Compensation in a coverage of \$500,000.00 and Public Liability, Bodily Injury and Property Damage Insurance in a coverage amount of \$1,000,000.00.

UTILITIES, SAFETY REGULATIONS, PERMITS, ETC.

At Owner's sole expense, Owner shall provide all water and electricity for Contractor; take all actions necessary to comply with any federal, state, local or other safety rules or regulations; secure all rights of way, permits, licenses, and roadways, of any nature, if any, from local or state governing bodies and surrounding land owners; be responsible for any taxes to which the structure may be subject. Without any of the foregoing, Owner shall be responsible for all associated costs involved, if any, in covering, shutting off, and/or relocating power lines, poles, transformers (etc.) as needed for Contractor to perform the work in accordance with OSHA rules and regulations.

HAZARDOUS MATERIALS

The term "Hazardous Materials" as used herein shall mean asbestos, lead-based paint and any other substance which is now or hereafter regulated by any Hazardous Materials Laws, including without limitation the Resource Conservation and Recovery Act, the Comprehensive Environmental Response Compensation and Liability Act, the Hazardous Materials Transportation Act, the Toxic Substances Control Act, the Clean Air Act and the Clean Water Act. Owner hereby agrees to defend, indemnify and hold Contractor harmless from and against any and all losses, claims and damages arising directly or indirectly from (i) the presence of or the escape, seepage, leakage, spillage, discharge, emission or release from or on to the project site of any Hazardous Materials, or (ii) Owner's violation of or failure to comply with any Hazardous Materials Laws. Unless otherwise specifically set forth in this Contract, it is understood and agreed that (i) this Contract and the Contract price are conditioned and contingent upon the non-existence of Hazardous Materials on or about the project site, and (ii) Owner shall be solely responsible for any Hazardous Materials uncovered or revealed at the project site and for the compliance with applicable Hazardous Materials Laws with respect to any such Hazardous Materials. In the event that any Hazardous Materials are uncovered or revealed, Contractor shall have the right to immediately stop all work which Contractor deems to be affected thereby, and not resume any such work unless and until Owner has provided Contractor with satisfactory written evidence of Owner's removal, abatement or other remediation of such Hazardous Materials in compliance with all applicable Hazardous Materials Laws. The Contractor shall be entitled to reasonable adjustments in the contract price and the time to complete the work caused by the presence of Hazardous Materials on the project site.

AGREEMENT OF ARBITRATION

The parties hereto agree that any claim between the parties involving rights and obligations arising under the terms of this Contract is subject to arbitration. The arbitration shall be decided by the office of the American Arbitration Association (AAA) in Pittsburgh, Pennsylvania, and shall be conducted in accordance with the AAA's Construction Industry Arbitration Rules in effect at the time the demand for arbitration is made, and the parties hereto specifically agree to apply the Fast Track procedures of said rules where no party's disclosed claim or counterclaim exceeds \$50,000. Claims shall be decided by three arbitrators except those subject to the Fast Track procedures, which shall be decided by a single arbitrator. Arbitrators shall be selected in accordance with the AAA's rules. All arbitration hearings conducted under this Contract and all judicial proceedings to enforce any provision of this Contract shall take place in Westmoreland County, Pennsylvania.

The costs and expenses of arbitration, including the fees of the arbitrators, shall be paid by the unsuccessful party or by both parties in the proportions determined by the arbitrators in their award. During the pendency of the resolution of any claim whether submitted to arbitration or otherwise, Owner shall continue to submit all payments mandated by this Contract to Contractor irrespective of Owner's claims or defenses.

INSURANCE CLAIMS BY OWNER

In the event that damage is caused to the subject premises, or other property, Owner shall immediately notify Contractor by written instrument of said damage. Upon assessment, Contractor shall respond to said notification. Any dispute or claim arising out of or in any way related to damage to the subject premises or any other property, or Contractor's response to notification, shall be submitted to arbitration as provided for in this Contract. Owner shall not be relieved of any obligation pursuant to this Contract during the pendency of a claim hereunder, including the continuation of payment. Failure to make payment as is provided in this Contract during the pendency of a claim pursuant to this paragraph shall constitute a breach thereof.

INVOICING AND PAYMENT BY OWNER

Contractor will invoice Owner every 2 weeks as job progresses with payment due within the (10) days of the date of invoice in the event that invoice payment is not made within the ten (10) days period, Contractor may cease and terminate all work in progress and remove all equipment and supplies from the project site. The Owner shall defend, indemnify and hold harmless Contractor of any and all claims, actions or damages in any way related to the cessation and/or termination of work, including but not limited to, damage to the project site or improvements thereon. Final invoice will be sent upon completion of job and shall become due and payable within fifteen (15) days from the invoice date.

REMEDIES UPON THE FAILURE TO MAKE TIMELY PAYMENT

Notwithstanding anything herein to the contrary, in the event Owner fails to submit timely payment in full as required by the Contract, Contractor shall be entitled to all of the rights and remedies (including but not limited to interest, penalties and attorney fees) set forth in the Pennsylvania Contractor and Subcontractor Payment Act, 73 P.S. §501 et seq. This paragraph shall apply whether or not the work is performed on premises located within the Commonwealth of Pennsylvania.

CHOICE OF LAW, FORUM, AND JURISDICTION

This Contract, and all rights and obligations of the contracting parties, shall be governed by the laws of the Commonwealth of Pennsylvania. Contractor and Owner, in connection with this Contract or its performance by either party shall be exclusively made, maintained or defended in the Commonwealth of Pennsylvania and County of Westmoreland. To the extent that any such dispute, controversy, or claim is not subject to arbitration, each party hereby submits to the personal jurisdiction of the state court sitting in Westmoreland County, waives any objection to the personal jurisdiction of said court and agrees that it shall be barred from asserting any such objection. Each party hereby agrees to and does hereby waive any right to assert or move for transfer of venue to any court outside Westmoreland County, Pennsylvania, based upon the doctrine of forum non conveniens or otherwise.

ENTIRE AGREEMENT

This writing contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior oral and written representation, understandings, promises or agreements which are not included herein.

- IT meeting last week went very well
- Presented the books today for the budget. Meetings with elected officials will begin Monday, March 15, 2021 at 9:00 a.m. with a couple of items for general review (job descriptions seen in the past) and also the contract for IT Mindshare. Review and email any questions to Kathy before 4:30 p.m., Thursday, March 11, 2021.

At 9:31 a.m., Commissioner Stone made a motion to go into Executive Session for a legal matter. Commissioner Price seconded the motion. A roll call vote was taken with Commissioner Stone, Price and Smith voting yes. Motion carried.

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

EXECUTIVE SESSION

At 9:41 a.m., Commissioner Price made a motion to come out of Executive Session. Commissioner Stone seconded the motion. A roll call vote was taken with Commissioners Price, Stone and Smith voting yes. Motion carried.

President Smith advised no action taken, information only.

Information

A. Miscellaneous Correspondence

Commissioners Comments

At 9:45 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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03/09/2021