

**A G E N D A**  
**PRESTON COUNTY COMMISSION**  
**FEBRUARY 26, 2025**  
**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** – Andrews, Jeremy C-Personal Property (2023)  
Andrews, Jeremy C-Personal Property (2024)  
Lewis, James & Judy-Personal Property

**Apportionments** – None

**Recognition of Scheduled Appointments** –

9:31 a.m. Melissa Lockwood, Mon Health Preston Memorial – Certificate of Need (CON)/Letter of Support  
9:40 a.m. Kenneth Kidd, Director, Arthurdale Heritage – Update and Funding Request  
9:45 a.m. Dave Nestor, Assessor – Employee Hires  
9:50 a.m. Ken Moran, County Surveyor – Role of County Surveyor

**Approval of Minutes** – February 12, 2025

**Estate Settlements List** – February 10, 2025, thru February 13, 2025  
ESTATE NAME: **DOROTHY F. CALE**  
ESTATE NAME: **VICTORIA JEAN DEVALL**  
ESTATE NAME: **ALEXANDER J. SOBOL, AKA ALEX SOBOL**

**Proceedings in Vacation/Clerk's Fiduciary Report** – February 13, 2025, through February 19, 2025

**Fiduciary Commissioner Motion(s)** - None

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

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

- A. WV Corp Insurance 2025-2026 Renewal
- B. Application to use Preston County Courthouse Lawn – Preston County Honor Guard
- C. Commissioner Stone
  - a. County Property Proposal to Preston County Fire Association
  - b. Discussion with County Surveyor on Proposed Survey
- D. Legislative Letters of Support

**Sheriff's Tax Office** – Consideration and/or action

- A. Financial Statements

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

- A. Lighttr Contract for OEM/911
- 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 the Regular Session at 9:30 a.m., February 26, 2025, in the County Commission Meeting room.

The meeting was called to order by Samantha Stone, who was sworn in by Deanna Lively, Deputy Clerk, as President Pro-Tem. She then invited those present to join in the Pledge of Allegiance.

President Pro-Tem Stone then declared the following Commissioners present: Hunter Thomas and Samantha Stone. Commissioner Don Smith was absent.

Recognition of Public

Also present was County Administrator Nate Raybeck and County Clerk Linda Huggins.

The following people registered their attendance during the meeting:

Scott Spiker-Sheriff	Deanna Lively	Ken Moran
Jacob Martin-WV News	Jesse Hale-PCAO	Connie Kimble-PCAO
Elizabeth Satterfield	Kenneth Kidd	Kelly Hartman
Heatherlee Swirk	David J. Nestor II	Rebecca Zuchowski
Janiffer Graham-DP		

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 and Stone voting yes. Motion carried. (See attached.)

SYSTEM DATE	02/26/2025	COUNTY OF PRESTON	PAGE	1
REPORT DATE	02/26/2025	TRANSACTION EDIT LIST	TIME	7:14:27
FILES ID	W	BATCH NUMBER 1020	USER	WVPRRMAR

TYPE	TRANS.	NUMBER	P.O.	VENDOR	ACCOUNT	NUMBER	PROJECT-TASK-COST	INVOICE	TRANDATE	CASH-CODE	TRANS-AMOUNT
SEPARATE-CHK	BOX	DISCOUNT-AMT	LIQUIDATE-AMT	DESCRIPTION	ACCOUNT NAME	DUE-DATE	DISCDATE	CHECK	CHK-DATE	SELECT	POSTDATE
VC	20251020-001	N1	.00	1666	00170023000	02/26/2025	2025002	01/28/2025	AG01	P	1350.00
				MORGAN BENSON	.00 DOOR REPLACEMENT	1666			MORGAN BENSON		02/2025
					LAW ENFORCE CONT SERVICE						
VC	20251020-002	N1	.00	0638	00371634100	02/26/2025	390094	11/25/2024	AS03	P	48.00
				CHILDS FEED & SUPPLY CO	.00 STRAW	0638			CHILDS FEED & SUPPLY CO		02/2025
					DOG & KENNEL SUPPLIES						
VC	20251020-003	NA	.00	5390	00142034100	02/26/2025	25-13976	02/12/2025	AG01	P	468.22
				TT&S SUPPLY INC	.00 SUPPLIES	5390			TT&S SUPPLY INC		02/2025
					CUSTODIAL MAT/SUPPLIES						
VC	20251020-004	NA	.00	5390	00142034100	02/26/2025	25-13924	02/05/2025	AG01	P	153.90
				TT&S SUPPLY INC	.00 SUPPLIES	5390			TT&S SUPPLY INC		02/2025
					CUSTODIAL MAT/SUPPLIES						
VC	20251020-005	NA	.00	0107	00142021500	02/26/2025	1724	01/15/2025	AG01	P	30.57
				ECKERTS INC	.00 MATERIALS	0107			ECKERTS INC		02/2025
					CUSTODIAL M&R BLD & GRD						
VC	20251020-006	NA	.00	0107	00142021500	02/26/2025	1725	01/21/2025	AG01	P	94.98
				ECKERTS INC	.00 MATERIALS	0107			ECKERTS INC		02/2025
					CUSTODIAL M&R BLD & GRD						
VC	20251020-007	NA	.00	4896	00170021600	02/26/2025	17903537	02/08/2025	AG01	P	774.51
				LEAF	.00 COPIERS	4896			LEAF		02/2025
					LAW ENFORCE M&R EQUIP						
VC	20251020-008	NA	.00	5648	00140234100	02/26/2025		02/15/2025	AG01	P	77.01
				CRYSTAL SPRINGS	.00 WATER	5648			CRYSTAL SPRINGS		02/2025
					CO CLERK MAT & SUPPLIES						
VC	20251020-009	NA	.00	4236	00140523000	02/26/2025	341848	02/17/2025	AG01	P	92.75
				HART OFFICE SOLUTIONS	.00 PRINTS	4236			HART OFFICE SOLUTIONS		02/2025
					PROS ATTY CONTRACTED SERV						
VC	20251020-010	NA	.00	0280	00771223000	02/26/2025		02/18/2025	AE07	P	129.63
				CINTAS CORPORATION	.00 INV #4221489771	0280			CINTAS CORPORATION		02/2025
					E911 CONTRACTED SERV						
VC	20251020-011	NA	.00	6203	00170022300	02/26/2025		02/17/2025	AG01	P	26.00
				UNIFIRST CORPORATION	.00 INV #1240106484	6203			UNIFIRST CORPORATION		02/2025
					LAW ENFORCE PROF SERVICES						
VC	20251020-012	NA	.00	0223	00140121302	02/26/2025		02/17/2025	AG01	P	1150.39
				MON POWER	.00 ACCT #110 088 634 438	0223			MON POWER		02/2025
					UTILITIES MON POWER						

SYSTEM DATE	02/26/2025	COUNTY OF PRESTON	PAGE	2
REPORT DATE	02/26/2025	TRANSACTION EDIT LIST	TIME	7:14:27
FILES ID	W	BATCH NUMBER 1020	USER	WVPRRMAR

TYPE	TRANS.	NUMBER	P.O.	VENDOR	ACCOUNT	NUMBER	PROJECT-TASK-COST	INVOICE	TRANDATE	CASH-CODE	TRANS-AMOUNT
SEPARATE-CHK	BOX	DISCOUNT-AMT	LIQUIDATE-AMT	DESCRIPTION	ACCOUNT NAME	DUE-DATE	DISCDATE	CHECK	CHK-DATE	SELECT	POSTDATE
VC	20251020-013	NA	.00	0223	00140121302	02/26/2025	02/14/2025	02/14/2025	AG01	P	549.36
				MON POWER	.00 ACCT #110 086 597 272	0223			MON POWER		02/2025
					UTILITIES MON POWER						
VC	20251020-014	NA	.00	0223	00140121302	02/26/2025	02/17/2025	02/17/2025	AG01	P	1311.60
				MON POWER	.00 ACCT #110 088 637 100	0223			MON POWER		02/2025
					UTILITIES MON POWER						
VC	20251020-015	NA	.00	0223	00140121302	02/26/2025	02/17/2025	02/17/2025	AG01	P	115.23
				MON POWER	.00 ACCT #110 080 533 703	0223			MON POWER		02/2025
					UTILITIES MON POWER						
VC	20251020-016	NA	.00	0223	00140121302	02/26/2025	02/17/2025	02/17/2025	AG01	P	51.68
				MON POWER	.00 ACCT #110 080 534 768	0223			MON POWER		02/2025
					UTILITIES MON POWER						
VC	20251020-017	NA	.00	0223	00140121302	02/26/2025	02/17/2025	02/17/2025	AG01	P	141.85
				MON POWER	.00 ACCT #110 162 822 297	0223			MON POWER		02/2025
					UTILITIES MON POWER						
VC	20251020-018	NA	.00	0223	00140121302	02/26/2025	02/17/2025	02/17/2025	AG01	P	101.43
				MON POWER	.00 ACCT #110 080 536 664	0223			MON POWER		02/2025
					UTILITIES MON POWER						
VC	20251020-019	NA	.00	5648	00170034400	02/26/2025	02/15/2025	02/15/2025	AG01	P	6.99
				CRYSTAL SPRINGS	.00 WATER	5648			CRYSTAL SPRINGS		02/2025
					LAW ENFORCE FOOD/DRUGS						
VC	20251020-020	NA	.00	0325	00140621200	02/26/2025	9601	02/10/2025	AG01	P	448.00
				SHAFFER'S PRINTING	.00 ENVELOPES	0325			SHAFFER'S PRINTING		02/2025
					ASSESSOR-PRINTING						
VC	20251020-021	NA	.00	0325	00140621200	02/26/2025	9599	02/10/2025	AG01	P	147.15
				SHAFFER'S PRINTING	.00 PROOF SHEETS	0325			SHAFFER'S PRINTING		02/2025
					ASSESSOR-PRINTING						
VC	20251020-022	NA	.00	0325	00140621200	02/26/2025	9595	02/10/2025	AG01	P	274.32
				SHAFFER'S PRINTING	.00 PROOF SHEETS	0325			SHAFFER'S PRINTING		02/2025
					ASSESSOR-PRINTING						
VC	20251020-023	NA	.00	0325	00140621200	02/26/2025	9600	02/10/2025	AG01	P	798.40
				SHAFFER'S PRINTING	.00 LETTERS,INFO SHEETS,MAIL	0325			SHAFFER'S PRINTING		02/2025
					ASSESSOR-PRINTING						
VC	20251020-024	NA	.00	5845	20744256810	02/26/2025	02/26/2025	02/26/2025	AR207	P	1000.00
				PRESTON CO PUBLIC SERVICE	.00 RAW WATER PROJECT	5845			PRESTON CO PUBLIC SERVICE		02/2025
					ARPA-PCSD#4						

TYPE	TRANS.	NUMBER	P.O.	VENDOR	ACCOUNT	NUMBER	PROJECT-TASK-COST	INVOICE	TRANSDATE	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	20251020-025			4387	00142021500			311758	02/10/2025	AG01	601.68
N	NA				00 SERVICE & PARTS		02/26/2025	02/10/2025			02/2025
					ELECTRONIC SPECIALTY CO		4387		ELECTRONIC SPECIALTY CO		
VC	20251020-026			4071	00171721700			14121	01/13/2025	AG01	1000.00
N	NA				00 INS REPAIRS		02/26/2025	01/13/2025			02/2025
					CENTRAL GARAGE-M&R-AUTO				MCR, INC.		
WARNING: INVOICE NUMBER EXISTS MORE THAN ONCE IN THIS BATCH FOR SPECIFIED VENDOR											
VC	20251020-027			4071	00171721705			14121	01/13/2025	AG01	8852.33
N	NA				00 INS REPAIRS		02/26/2025	01/13/2025			02/2025
					CENTRAL GARAGE-INS REPAIR				MCR, INC.		
WARNING: INVOICE NUMBER EXISTS MORE THAN ONCE IN THIS BATCH FOR SPECIFIED VENDOR											
VC	20251020-028			1301	00171721900				02/06/2025	AG01	2247.31
N	NA				00 LOAN #910006700		02/26/2025	02/06/2025			02/2025
					EQUIPMENT-LEASE		1301		CLEAR MOUNTAIN BANK		
VC	20251020-029			0288	00771223000				02/04/2025	AE07	131.75
N	06				00 ACCT #10195692		02/26/2025	02/04/2025			02/2025
					PRESTON MEMORIAL HOSPITAL E911 CONTRACTED SERV		0288		PRESTON MEMORIAL HOSPITAL		
VC	20251020-030			5985	00170021103				02/05/2025	AG01	2627.20
N	NA				00 ACCT #287305512314		02/26/2025	02/05/2025			02/2025
					AT&T MOBILITY		5985		AT&T MOBILITY		
VC	20251020-031			0017	00142023000			106002	01/31/2025	AG01	414.09
N	NA				00 SERVICE & PARTS		02/26/2025	01/31/2025			02/2025
					FIRE PROTECTION PRODUCTS CUSTODIAL CONT SERVICES		0017		FIRE PROTECTION PRODUCTS		
VC	20251020-032			1802	00180122300				12/21/2024	AG01	150.00
N	06				00 CLAIM #627641		02/26/2025	12/21/2024			02/2025
					VALLEY HEALTHCARE SYSTEM MENTAL HEALTH PROF SERV		1802		VALLEY HEALTHCARE SYSTEM		
VC	20251020-033			1802	00180122300				12/23/2024	AG01	150.00
N	06				00 CLAIM #627640		02/26/2025	12/23/2024			02/2025
					VALLEY HEALTHCARE SYSTEM MENTAL HEALTH PROF SERV		1802		VALLEY HEALTHCARE SYSTEM		
VC	20251020-034			1802	00180122300				11/14/2024	AG01	150.00
N	06				00 CLAIM #627639		02/26/2025	11/14/2024			02/2025
					VALLEY HEALTHCARE SYSTEM MENTAL HEALTH PROF SERV		1802		VALLEY HEALTHCARE SYSTEM		
VC	20251020-035			1802	00180122300				12/18/2024	AG01	150.00
N	06				00 CLAIM #627642		02/26/2025	12/18/2024			02/2025
					VALLEY HEALTHCARE SYSTEM MENTAL HEALTH PROF SERV		1802		VALLEY HEALTHCARE SYSTEM		
VC	20251020-036			0280	00142034100				02/11/2025	AG01	105.53
N	NA				00 INV #4220757463		02/26/2025	02/11/2025			02/2025
					CINTAS CORPORATION CUSTODIAL MAT/SUPPLIES		0280		CINTAS CORPORATION		

TYPE	TRANS.	NUMBER	P.O.	VENDOR	ACCOUNT	NUMBER	PROJECT-TASK-COST	INVOICE	TRANSDATE	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	20251020-037			0280	00142034500				02/04/2025	AG01	25.00
N	NA				00 INV #219977547		02/26/2025	02/04/2025			02/2025
					CINTAS CORPORATION CUSTODIAL UNIFORMS		0280		CINTAS CORPORATION		
VC	20251020-038			0280	00142022500				02/11/2025	AG01	266.73
N	NA				00 INV #4220757367		02/26/2025	02/11/2025			02/2025
					CINTAS CORPORATION CUSTODIAL LAUN/DRY CLEAN		0280		CINTAS CORPORATION		
VC	20251020-039			0280	00142034500				02/11/2025	AG01	25.00
N	NA				00 INV #4220757443		02/26/2025	02/11/2025			02/2025
					CINTAS CORPORATION CUSTODIAL UNIFORMS		0280		CINTAS CORPORATION		
VC	20251020-040			0280	00142022500				02/18/2025	AG01	25.00
N	NA				00 INV #4221489338		02/26/2025	02/18/2025			02/2025
					CINTAS CORPORATION CUSTODIAL LAUN/DRY CLEAN		0280		CINTAS CORPORATION		
VC	20251020-041			0280	00142034100				02/18/2025	AG01	218.65
N	NA				00 INV #4221489418		02/26/2025	02/18/2025			02/2025
					CINTAS CORPORATION CUSTODIAL MAT/SUPPLIES		0280		CINTAS CORPORATION		
VC	20251020-042			0280	00142022500				02/18/2025	AG01	153.37
N	NA				00 INV #4221489402		02/26/2025	02/18/2025			02/2025
					CINTAS CORPORATION CUSTODIAL LAUN/DRY CLEAN		0280		CINTAS CORPORATION		
VC	20251020-043			0280	00142034500				02/18/2025	AG01	25.00
N	NA				00 INV #4221489431		02/26/2025	02/18/2025			02/2025
					CINTAS CORPORATION CUSTODIAL UNIFORMS		0280		CINTAS CORPORATION		
VC	20251020-044			1513	00142034100			67015	02/13/2025	AG01	490.59
N	NA				00 FILTERS		02/26/2025	02/13/2025			02/2025
					FILTERSOURCE CUSTODIAL MAT/SUPPLIES		1513		FILTERSOURCE		
VC	20251020-045			4896	00371621900			17868939	01/31/2025	AS03	158.50
N	NA				00 COPIER		02/26/2025	01/31/2025			02/2025
					DOG KENNEL BLDG/EQUIP REN		4896		LEAF		
VC	20251020-046			6208	00771221600			83743	02/18/2025	AE07	13328.85
N	NA				00 SOFTWARE & TRAINING		02/26/2025	02/18/2025			02/2025
					E911 M&R EQUIPMENT		6208		TOTAL RESPONSE		
VC	20251020-047			6088	00142023000			12273	02/20/2025	AG01	340.42
N	NA				00 SERVICE		02/26/2025	02/20/2025			02/2025
					CUSTODIAL CONT SERVICES		6088		A DURER INC		
VC	20251020-048			5867	00142023000			3175309	01/21/2025	AG01	521.82
N	NA				00 LOCK-SHERIFF DEPT		02/26/2025	01/21/2025			02/2025
					CUSTODIAL CONT SERVICES		5867		MONITRONICS		

TYPE	TRANS.	NUMBER	P.O.	VENDOR	ACCOUNT	NUMBER	PROJECT-TASK-COST	INVOICE	TRANSDATE	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	20251020-049			5867	00142023000			3175400	01/22/2025	AG01	60.00
N	NA				00 SERVICE-ELECTION CENTER		02/26/2025	01/22/2025			02/2025
					CUSTODIAL CONT SERVICES		5867		MONITRONICS		
VC	20251020-050			5867	00142023000			3180818	02/19/2025	AG01	1787.01
N	NA				00 SERVICE & PARTS-COURTHOUS		02/26/2025	02/19/2025			02/2025
					CUSTODIAL CONT SERVICES		5867		MONITRONICS		
VC	20251020-051			5867	00142023000			3175668	01/29/2025	AG01	434.97
N	NA				00 SERVICE & PARTS-ELECT CTR		02/26/2025	01/29/2025			02/2025
					CUSTODIAL CONT SERVICES		5867		MONITRONICS		
VC	20251020-052			4971	00371634100				02/05/2025	AS03	250.00
N	NA				00 INV #243145891		02/26/2025	02/05/2025			02/2025
					INTERVET INC DOG & KENNEL SUPPLIES		4971		INTERVET INC		
VC	20251020-053			0005	00140122300			41625759	02/04/2025	AG01	65.00
N	NA				00 SERVICE-COURTHOUSE		02/26/2025	02/04/2025			02/2025
					PEST MANAGEMENT SERVICES CO COMM PROFESS. SERVICES		0005		PEST MANAGEMENT SERVICES		
VC	20251020-054			0005	00140122300			41625876	02/04/2025	AG01	85.00
N	NA				00 SERVICE-ANNEX		02/26/2025	02/04/2025			02/2025
					PEST MANAGEMENT SERVICES CO COMM PROFESS. SERVICES		0005		PEST MANAGEMENT SERVICES		
VC	20251020-055			0223	00140121301				02/24/2025	AG01	18.46
N	NA				00 ACCT #110 083 937 554		02/26/2025	02/24/2025			02/2025
					UTILITIES KING WATER		0223		MON POWER		
VC	20251020-056			5986	00181334100				02/05/2024	AG01	38.24
N	NA				00 ACCT #2873232442654		02/26/2025	02/05/2024			02/2025
					AT&T MOBILITY LITTER CONTROL MAT/SUPPLY		5986		AT&T MOBILITY		
VC	20251020-057			5965	00140121900			2025-09	03/01/2025	AG01	1900.00
N	01				00 MARCH 2025 RENT		02/26/2025	03/01/2025			02/2025
					CO COMM BLDG/EQUIP RENTS		5965		DAFAMCO LLC		
VC	20251020-058			6088	00142023000			12274	02/20/2025	AG01	318.96
N	NA				00 PARTS & LABOR		02/26/2025	02/20/2025			02/2025
					CUSTODIAL CONT SERVICES		6088		A DURER INC		
VC	20251020-059			5390	07273136100			25-14051	02/24/2025	BC72	322.10
N	NA				00 GLOVES		02/26/2025	02/24/2025			02/2025
					COMM CORR DRUG TEST		5390		TT&S SUPPLY INC		
VC	20251020-060			2042	00140522300			25-15	02/24/2025	AG01	63.00
N	N1				00 TRANSCRIPT		02/26/2025	02/24/2025			02/2025
					PROS ATTY - PROF SERV		2042		SHARON L VINCENT		

TYPE	TRANS.	NUMBER	P.O.	VENDOR	ACCOUNT	PROJECT-TASK-COST	INVOICE	TRAN	CASH-	TRANS-
SEPARATE-CHK	BOX		DISCOUNT-AMT	LIQUIDATE-AMT	DESCRIPTION	DUE-DATE	DISCDATE	CHECK	CHK-DATE	SELECT
			VENDOR NAME		ACCOUNT NAME	PAYEE VENDOR NO		PAYEE VENDOR NAME		POSTDATE
VC	20251020-061			6205	00140522300		005	02/05/2025	AG01	
	N	N1		.00	TRANSCRIPT	02/26/2025	02/05/2025	VALERIE ERB		23.10
			VALERIE ERB		PROS ATTY - PROF SERV	6205				02/2025
VC	20251020-062			3792	00171121102			02/10/2025	AG01	
	N	NA		.00	ACCT #854806714	02/26/2025	02/10/2025	US CELLULAR		103.28
			US CELLULAR		OEM-TELEPHONE-US CELL	3792				02/2025
VC	20251020-063			5189	00171121600		5849167	02/03/2025	AG01	
	N	NA		.00	SERVICE	02/26/2025	02/03/2025	BEARCOM		742.50
			BEARCOM		EMERG SERV M&R EQUIP	5189				02/2025
VC	20251020-064			5986	00170021103			02/01/2025	AG01	
	N	NA		.00	ACCT #287306405281	02/26/2025	02/01/2025	AT&T MOBILITY		93.21
			AT&T MOBILITY		SHERIFF-TELEPHONE-AT&T	5986				02/2025
VC	20251020-065			5648	00140434100			02/15/2025	AG01	
	N	NA		.00	WATER	02/26/2025	02/15/2025	CRYSTAL SPRINGS		35.82
			CRYSTAL SPRINGS		TAX DEPART MAT/SUPPLIES	5648				02/2025
VC	20251020-066			6203	00170022300			02/24/2025	AG01	
	N	NA		.00	INV #1240107358	02/26/2025	02/24/2025	UNIFIRST CORPORATION		22.47
			UNIFIRST CORPORATION		LAW ENFORCE PROF SERVICES	6203				02/2025
VC	20251020-067			6209	00171745900			02/18/2025	AG01	
	N	NA		.00	24 CHEV TRAVERSE/#J139448	02/26/2025	02/18/2025	VICTORY TOYOTA MARIETTA		34992.00
			VICTORY TOYOTA MARIETTA		CENT GAR-EQUIPMENT	6209				02/2025
VC	20251020-068			0223	00140121302			02/24/2025	AG01	
	N	NA		.00	ACCT #110 088 635 294	02/26/2025	02/24/2025	MON POWER		3108.51
			MON POWER		UTILITIES MON POWER	0223				02/2025
VC	20251020-069			0223	00140121302			02/24/2025	AG01	
	N	NA		.00	ACCT #110 088 635 047	02/26/2025	02/24/2025	MON POWER		153.14
			MON POWER		UTILITIES MON POWER	0223				02/2025

WARNING: 2025 BUDGET HAS BEEN EXCEEDED FOR ACCOUNT 00171121102  
WARNING: 2025 BUDGET HAS BEEN EXCEEDED FOR ACCOUNT 00181334100  
WARNING: 2025 BUDGET HAS BEEN EXCEEDED FOR ACCOUNT 00371621900  
WARNING: 2025 BUDGET HAS BEEN EXCEEDED FOR ACCOUNT 00371634100  
WARNING: 2025 BUDGET HAS BEEN EXCEEDED FOR ACCOUNT 07273136100  
WARNING: 2025 BUDGET HAS BEEN EXCEEDED FOR ACCOUNT 20744256810

TOTAL TRANSACTION AMOUNT 86117.56

List of invoices approved for payment this 26th day of Feb 2025.  
Int. MLR

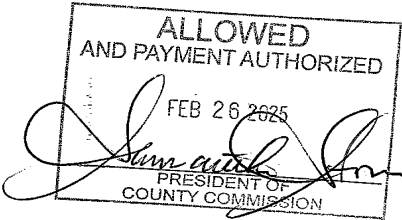
Assessor’s Office

Tax Correction List –Andrews, Jeremy C. – Personal Property (2023)  
Andrews, Jeremy C. – Personal Property (2024)  
Lewis, James & Judy – Personal Property

Connie Kimble presented the Tax Correction List for the Assessor’s Office dated February 26, 2025, in the amount of \$274.48 for approval.

Commissioner Thomas moved to approve the Tax Correction List dated February 26, 2025, in the amount of \$274.48 as presented by Ms. Kimble. Commissioner Stone seconded the motion. A roll call vote was taken with Commissioners Thomas and Stone voting yes. Motion carried. (See attached.)

TAX CORRECTION LIST							
February 26, 2025							
DIST	NAME	DESCRIPTION	REASON FOR EXONERATION	TICKET#	ACCT #	AMOUNT	YR
03	ANDREWS, JEREMY C	Personal Property	Taxpayer error - Did not own 02 Dodge Ram July 1, 2022	80003569	00256018	\$29.50	2023
03	ANDREWS, JEREMY C	Personal Property	Taxpayer error - Did not own 02 Dodge Ram July 1, 2023	80001593	00256013	\$21.14	2024
06	LEWIS, JAMES W & JUDY	Personal Property	Taxpayer error - Did not own 22 Hyun July1, 2023	307140	02222491	\$223.84	2024



David J. Nestor Jr. ASSESSOR  
(submitted for the taxpayer by)

Jay Shay, RESECUTING ATTORNEY  
(received notice)

TOTAL: \$274.48

Apportionments – None

Recognition of Scheduled Appointments –

9:31 a.m. Melissa Lockwood, Mon Health Preston Memorial – Certificate of Need (CON) Letter of Support

This appointment was cancelled.



9:40 a.m. Kenneth Kidd, Director, Arthurdale Heritage – Update and Funding Request

Mr. Kenneth Kidd, the new Director and Elizabeth Satterfield, Curator of Education at Arthurdale Heritage, presented an update and a fund request in the amount of \$10,000 for growth and community outreach and folklife programs at the schools, among other things. (See attached.)

Commissioner Thomas thanked them for coming and said their fund request would be considered during budget deliberations.



February 25, 2025  
Preston County Commission  
Kingwood, WV 26537

Dear Friends on the Preston County Commission:

Thank you for your unceasing support for our neighbors across Preston County, and specifically for the support you have shown to Arthurdale Heritage Inc. Your support of \$10,000 over each of these past two years has afforded us the ability to create new folk life programming to reach more of our community with the unique history, woodworking, metalworking, fiber arts, dance, and music that have been core to the people of Arthurdale since it's founding in 1934. As we look to the upcoming year, we respectfully request a renewal grant of \$10,000 (ten thousand dollars) to enable us to continue and expand our arts and Heritage programming.

This funding will be utilized to:

- Increase tourism by offering Appalachian Heritage programming
- Expand our outreach into county schools with history and folklife presentations;
- Expand our metalworking, woodworking, and fiber arts classes and events;
- Expand our offering of community-based concerts and dances to engage all demographics of our neighboring community.

We appreciate your consideration of our request,

Kenneth D. Kidd  
Executive Director

P.O. Box 850, Arthurdale, West Virginia 26520      [www.arthurdaleheritage.org](http://www.arthurdaleheritage.org)      304-864-3959



**Report to the Preston County Commission**  
February 26, 2025

2024 was remarkably busy and successful here at Arthurdale Heritage! It seemed that this historic place was always a bustle of activity, with events and programs almost every week. In total, **868** people visited Arthurdale Heritage to take a tour, coming from all corners of West Virginia as well as 31 states and 4 countries. We love welcoming newcomers to Preston County!

Our attendance at programs and events rose to **5,497**, far exceeding the last two years. We hosted and/or contributed to a total of **92 programs and events** this year, including heritage and art classes, concerts, square dances, family-friendly community events, lectures, and in-school visits. Funding from the County Commission last year helped make this happen!

Volunteers are the backbone of Arthurdale Heritage. Without them, we would not be able to hold large community events, welcome big tour groups, or offer tours on Saturdays in the summer. This year, **143 volunteers** served **1,612.75 hours**. At the federal rate of \$31.80/hour, their contribution to Arthurdale Heritage is **valued at more than \$52,285.00**.

In 2024, we also undertook many **capital improvement projects** as well as the opening of a **new permanent exhibit**, *Factories in the Fields: an Experiment in Agriculture and Rural Industry* in May. Our main museum in the Administration Building received a new cedar shake roof, hazardous substances were remediated in the Schools, park-like amenities were added around the campus, a new ADA sidewalk added, and so much more!

In addition to physical improvements, we also underwent **strategic and emergency preparedness planning** thanks to an IMLS federal grant. We look forward to implementing our updated mission statement in 2025: **"to build a resilient community inspired by the history, legacy, and folklife of the first New Deal Community and its people."** In the coming years, Arthurdale will continue to be the center of our small, meaningful community as we lean more into our New Deal history and heritage. Of course, we still face challenges related to funding and limited capacity. But with our motivated team and new strategic plan, we are well-poised to meet these challenges head-on and continue improving Arthurdale Heritage and serving our community.

**Contact:** Kenny Kidd ([kenny@arthurdaleheritage.org](mailto:kenny@arthurdaleheritage.org)) & Elizabeth Satterfield ([elizabeth@arthurdaleheritage.org](mailto:elizabeth@arthurdaleheritage.org)) Or reach us by phone: 304-864-3959

ARTHURDALE  
HERITAGE

THE NATION'S FIRST NEW DEAL HOMESTEAD

SPRING 2025 EVENTS

FEBRUARY

Feb 15

Valentine's Day Square Dance

7pm-9pm | Free

Feb 23

Stain Glass Class

9am-5pm | \$200-\$220 | ages 12+

MARCH

Mar 2

Creative Writing with Ann Pancake

1pm-4pm | \$15-\$20 | ages 14+

Mar 9

Spoon Carving Workshop

2pm-6pm | \$65-\$75 | ages 10+

Mar 15

Mountain State Maple Day

10am-3pm | Free

Mar 25

Mug Rug Weaving Class

6pm-8pm | \$45-\$50 | ages 8+

Mar 28

The Mud Larks Concert

7pm-9pm | \$12 advance, \$15 at door

APRIL

Apr 6

Hand-Sewn Pillow Workshop

2pm-5pm | \$15-\$20

Apr 12

Spring Fling Artisan Market

10am-3pm | Free

Apr 12

Spring Fling Square Dance

7pm-9pm | Free

SPRING 2025 EVENTS

APRIL (cont.)

Apr 22

Mug Rug Weaving Class

6pm-8pm | \$45-\$50 | ages 8+

Apr 23

Blacksmithing Workshop

9am-5pm | \$200-\$220

MAY

May 6

Kids Weaving Class

6pm-8pm | \$15 | ages 6-12

May 13

Mug Rug Weaving Class

6pm-8pm | \$45-\$50 | ages 8+

May 18

Foraging for Wild Edibles Workshop

2pm-4pm | \$25-\$30 | ages 10+

May 25

Beginner Inkle Loom Weaving Class

1pm-5pm | \$80-\$90 | ages 10+

May 31

Goat Gallop SK run/Walk

9am-12pm | \$25-\$30

SCAN TO VISIT OUR  
EVENTS PAGE

OR VISIT  
ARTHURDALEHERITAGE.ORG/EVENTS  
FOR MORE INFORMATION

HOURS OF OPERATION

May 1 - October 31  
Monday - Saturday  
10am - 5pm

November 1 - April 30  
Monday - Saturday  
10am - 3pm

18 Q Road  
Arthurdale, WV 26520

[ah@arthurdaleheritage.org](mailto:ah@arthurdaleheritage.org)

304-864-3959

[arthurdaleheritage.org](http://arthurdaleheritage.org)

VISIT  
MOUNTAINEER  
COUNTRY.COM

Scan to  
download  
our free  
trip  
planner  
app!

9:35 a.m. Dave Nestor, Assessor – Employee Hires

Commissioner Thomas moved to approve the hire of Heatherlee Sulick for employment at the Preston County Assessors Office. Her start date will be March 3, 2025, and to be paid out of the Assessor’s Valuation Fund. Her pay rate is \$15.00 per hour with a 90-day probationary period. Commissioner Stone seconded the motion. A roll call vote was taken with Commissioners Thomas and Stone voting yes. Motion carried. (See attached.)



February 20, 2025

Don Smith, President  
Preston County Commission  
106 W. Main Street  
Kingwood, WV 26537

Dear Commission:

I respectfully submit to the Commission the name, Heatherlee Sulick, to be considered for employment. Upon approval, Ms. Sulick will begin work on March 3, 2025, and be paid from the Assessor’s Valuation Fund. She will be paid at an hourly rate of \$15.00. There will be a 90-day probationary period ending May 31, 2025, reserving the right to extend that probationary period to six months, if necessary. Her annual salary for the 2024-2025 budget year will be \$31,200.

If you have any questions regarding the hiring of Ms. Sulick, please do not hesitate to contact me.

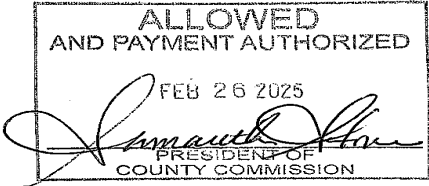
Sincerely,

David J. Nestor II, Assessor

cc: Crystal Bolyard, Payroll Clerk

DJN II/clk

David J. Nestor II  
Assessor  
Preston County



Commissioner Thomas moved to approve the hiring of Kelly Hartman to the Assessor's Office. His start date will be March 3, 2025, and he will be paid from the Assessor's Valuation Fund. His pay rate is \$16.00 per hour with a 90-day probationary period. Commissioner Stone seconded the motion. A roll call vote was taken with Commissioners Thomas and Stone voting yes. Motion carried. (See attached.)



February 20, 2025

Don Smith, President  
Preston County Commission  
106 W. Main Street  
Kingwood, WV 26537

Dear Commission:

I respectfully submit to the Commission the name, Kelly Hartman, to be considered for employment. Upon approval, Mr. Hartman will begin work on March 3, 2025, and be paid from the Assessor's Valuation Fund. He will be paid at an hourly rate of \$16.00. There will be a 90-day probationary period ending May 31, 2025, reserving the right to extend that probationary period to six months, if necessary. His annual salary for the 2024-2025 budget year will be \$33,280.

If you have any questions regarding the hiring of Mr. Hartman, please do not hesitate to contact me.

Sincerely,



David J. Nestor II, Assessor

cc: Crystal Bolyard, Payroll Clerk

DJN II/clk

**dnestor@prestoncountywv.gov**  
**106 W. Main Street, Suite 101 Kingwood, WV 26537**  
**Phone (304) 329-1220 Fax (304) 329-1643**  
**www.preston.wvassessor.com**

9:50 a.m. Ken Moran, County Surveyor – Role of County Surveyor

Commissioner Stone asked Mr. Ken Moran, the elected county surveyor, to come to the meeting to explain the role of the county surveyor. He spoke from a code standpoint and from the commission handbook and talked about other things that county surveyors have talked to him about that they do for their counties. He said the duties are not specific and would have to be defined by the commission as to what they entail. The county is required to provide office space for the county surveyor. (See attached.)

He said the office does not have a salary and usually when people are referred to him, they expect his services for nothing, but it all depends on the issue as to whether he charges or not. He noted most of the calls he receives pertain to the property lines on the assessors' aerial maps.

They discussed the benefits he could provide to the county clerk's office, the assessor and commission office in redistricting and the role he would be able to fill on the dilapidated building ordinance committee.

Commissioner Stone would like to start exploring the role and how his services could benefit Preston County.



February 18, 2025

ATTN: Samantha Stone, Commissioner  
Preston County Commission  
106 West Main St., Suite 202  
Kingwood, WV 26537

RE: Office of the County Surveyor of Lands



Dear Ms. Stone;

I appreciate your telephone call and your interest regarding the elected Office of the County Surveyor of Lands and its duties. I would like to expand upon our conversation a little. The Office originated with the State Constitution.

The primary duty, at that time, was to assist the county with the creation, location, and perpetuation of the local roadway system. In, or about, 1933 the State took over all county roads. After that, the duties were slowly reduced as the State continued with state employed surveyors. The duties of the County Surveyor of Lands eventually became those of which they continue to do today. Assisting in County real property transactions and issues.

The following are some excerpts and comments that I have garnered over the past few years. Some significant items relating to status, State Code or Rules, references, and current duties specific to the office are outlined:

- A. Current status of the occupied office:
  - At last count, 34 counties do have a Professional Surveyor in the office;
  - At least one county employs a Professional Surveyor full time with a salary and benefits;
  - At least three additional counties compensate their Office of the County Surveyor of Lands either with a salary, insurance, or a combination.
- B. Cited State Constitution, Code, and/or Rule:
  - WV Constitution, Article IX, Section 1 (It is 1 of 4 offices mandated to elected by the voters)
    - *"The voters of each county shall elect a surveyor of lands, a prosecuting attorney, a sheriff, and one and not more than two assessors, who shall hold their respective offices for the term of four years."*



- CSR §6-2-10: *"..every commissioner of a county commission and every clerk of a circuit court shall give bond with good security, to be approved by the circuit court, or the judge thereof in vacation...surveyor of lands... shall give bond with good security, to be approved, unless otherwise provided by law, by the county commission of the county in which such officer is to act.... of the surveyor of lands, not less than \$1,000 nor more than \$3,000.."*
- CSR §7-2-2: *"...whenever the county court shall deem it advisable to change the boundary line between two or more districts, or to establish a new district out of another or two or more districts, or to consolidate two or more existing districts into one, it may make such change, establishment or consolidation, by an order entered of record. And if a survey be deemed necessary, it may employ the surveyor of lands for the county..."*
- CSR §30-13A-10  
(b) *Activities that must be performed under the responsible charge of a professional surveyor, unless specifically exempted in subsection (c) of this section, include, but are not limited to, the following:*
  - (1) *The creation of maps and georeferenced databases representing authoritative locations for boundaries, the location of fixed works, or topography;*
  - (2) *Maps and georeferenced databases prepared by any person, firm, or government agency where that data is provided to the public as a survey product;*
  - (3) *Original data acquisition, or the resolution of conflicts between multiple data sources, when used for the authoritative location of features within the following data themes: geodetic control, orthoimagery, elevation and hydrographic, fixed works, private and public boundaries, and cadastral information;*
  - (7) *Authoritative interpretation of maps, deeds, or other land title documents to resolve conflicting data elements;*
- CSR §37-12-2 Execution of orders of survey. *"Every surveyor shall promptly and faithfully execute any order of survey made by any court, of lands lying in his county, and make due return of a true plat and certificate thereof; and, if he fails to do so, he shall forfeit \$50 to the party injured by such failure."*
- CSR §36-3-5a Easement and right-of-way; description of property; exception for certain public utility facilities and mineral leases.  
(d) *The clerk of the county commission of any county in which an easement or right-of-way is recorded pursuant to this section may only accept for recordation a document that complies with this section and that otherwise complies with the requirements of article one, chapter*





thirty-nine of this code, without need for a survey or certification under section two-a, article one, chapter thirty-nine of this code.

C. Excerpt from select reference:

- From the WV Association of Counties, "Handbook for Elected Officials": Each county elects a surveyor every four years, but the office carries no official duties and no salary. It is an office required by the West Virginia Constitution and the county must provide office space. Many counties do not have a surveyor. In counties with surveyors, they are compensated for the work performed such as providing documents for property tax sales or assisting in property disputes and boundary locations.

D. Typical Duties of The County Surveyor of Lands:

- County property issues and/or transfers
- County property surveys
- County business that includes boundary issues that may require opinions of a professional
- Assessor issues with boundary line locations on tax maps. This could be a liaison between the county and citizens with concerns regarding how their boundaries are shown
- Surveyor review of Circuit Court cases requiring a 3<sup>rd</sup> party review
- Support for unincorporated areas
- Representative of the Commission to related incorporated town issues
- Floodplain Ordinance assistance
- Electoral and/or County boundary location issues
- Assisting the County Clerk to review of survey plats and descriptions of real property prior to recordation for compliance with the regulated State minimum standards and code, of which some of records do not comply
- The Preston County Abandoned and Dilapidated Property Ordinance, section 2.(a) states "a County Engineer or other technically qualified county employee or consultant;" to be a member of the Preston County Property Safety Enforcement Agency. As the profession of Land Surveying does fall under the umbrella of Engineering and the testing for licensure does test for proficiency within a small realm of civil engineering, this can be an option to fulfill this requirement.
- A member of the County Planning Commission, should there be one

The investment for the County could vary. I don't believe Preston County would, as is currently, have a need for a full time Surveyor as an employee of the County. Compensation provided by Counties that do offer compensation vary from a minimal salary to only health insurance or a combination of both. All Professional Surveyors that are offered compensation, but are not employed on a full-time basis by the



County, do provide a reduced professional rate for county business that does require extensive review by the Professional.

The County Commission could support the office by acknowledging publicly, via website, county offices, commission meetings, and other county business (committee's, ordinances, etc.), that the office exists for the citizens of Preston County. Identifying specific duties under the umbrella of the County Commission that would protect the health, safety, and welfare of the general public could be of great benefit to the County with only a small financial investment.

As the elected Preston County Surveyor of Lands, I represent Preston County in the West Virginia County Surveyors Association and do pay the annual dues myself. In addition, I am a voting member of the following:

- West Virginia Society of Professional Surveyors
- Pennsylvania Society of Land Surveyors
- Maryland Society of Surveyors
- National Society of Professional Surveyors
- American Society of Civil Engineers

Again, thank you for this opportunity to be able to provide this small vision into the history and reference to the Office of The County Surveyor of Lands. And, providing reference to sections of State Code, Regulation, and County Ordinance wherein the County can benefit from the association of a Professional Surveyor at a minimal investment to the County. Should you have any further questions or comments do feel free to contact me.

Respectfully submitted,

**ADVANCED LAND SERVICES, INC.**

**Ken Moran, PS/PLS/CGPST/MASCE**

Licensed Professional Land Surveyor, in MD, PA, WV, & WV UG Endorsement; WV DEP Approved Person  
Preston County, WV, Elected County Surveyor (C.S.) of Lands 2021-2028  
Penn State University-Fayette, Former Lecturer

(304) 329-3000

Mobile/Text: (304)288-9499

[www.prosurvey.com](http://www.prosurvey.com)

[kmoran@prosurvey.com](mailto:kmoran@prosurvey.com)

WV BPS COA #5014 / WV Cont. Lic. #WV057864 / MD DLLR Firm Permit #21927

**Approval of Minutes – February 12, 2025**

The minutes of February 12, 2025, were not approved today.

**Estate Settlement List – February 10, 2025, thru February 13, 2025**

ESTATE NAME: DOROTHY F. CALE  
ESTATE NAME: VICTORIA JEAN DEVALL  
ESTATE NAME: ALEXANDER J SOBOL, AKA ALEX SOBOL

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 02/10/2025 thru 02/13/2025 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 Wednesday, February 26, 2025.

ESTATE NUMBER: 4920  
SETTLEMENT TYPE: Affidavit and Waiver of Final Settlement  
SETTLEMENT RECORDED: February 10, 2025  
ESTATE NAME: DOROTHY F. CALE  
EXECUTOR: THOMAS H. CALE

ESTATE NUMBER: 4717  
SETTLEMENT TYPE: Affidavit and Waiver of Final Settlement  
SETTLEMENT RECORDED: February 13, 2025  
ESTATE NAME: VICTORIA JEAN DEVALL  
EXECUTOR: GREGORY LYNN DEVALL

ESTATE NUMBER: 4734  
SETTLEMENT TYPE: Affidavit and Waiver of Final Settlement  
SETTLEMENT RECORDED: February 11, 2025  
ESTATE NAME: ALEXANDER J. SOBOL, AKA ALEX SOBOL  
EXECUTRIX: DONNA MONTGOMERY

Subscribed and sworn to before me on 02/19/2025.

*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 and Stone voting yes. Motion carried.

**Proceedings in Vacation/Clerk's Fiduciary Report - February 13, 2025, through February 19, 2025**

Under **New Business** Commissioner Thomas moved to dispense with the reading in open court of the Proceedings of the Clerk of this commission, had in vacation on February 13, 2025, through February 19, 2025, 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, February 13, 2025, through Wednesday, February 19, 2025

The County Commission of Preston County this 26<sup>th</sup> day of February, 2025 day 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 13, 2025, the following matters were disposed of in the presence of the Clerk:**

The last will and testament of **WILLIAM FRANKLIN ARMSTRONG**, 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. **JANET S. ARMSTRONG**, was named as SUCCESSION 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, **TIMOTHY KELLY** was appointed and qualified as ADMINISTRATOR of the estate of **JUNIOR EUGENE KELLY**, deceased. Bond was 25,000.00.

**On, Friday, February 14, 2025, the following matters were disposed of in the presence of the Clerk:**

The said estate of **BRADLEY CARL BRODE**, deceased was referred to **OLIVIA S. HARRIS DEVALL**, a FIDUCIARY COMMISSIONER for the Preston County Commission, for settlement thereof.

The last will and testament of **CONNIE LEE RADABAUGH**, 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.

**EMILY ANN RADABAUGH**, was named, as SUCCESSION thereof, qualified as such. No bond was required.

**On, Wednesday, February 19, 2025, the following matters were disposed of in the presence of the Clerk:**

The said estate of **HATTIE MAE COMP**, deceased was withdrawn from FIDUCIARY COMMISSIONER WOODROW E. TURNER, and was reassigned to **ANNE ARMSTRONG**, a FIDUCIARY COMMISSIONER for the Preston County Commission, for settlement thereof.

Subscribed and sworn to before me on 02/19/2025.

*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 and Stone voting yes. Motion carried.

**Fiduciary Commissioner Motion(s) – None**

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

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

A. WV Corp Insurance 2025-2026 Renewal – No information presented.

B. Application to use Preston County Courthouse Lawn – Preston County Honor Guard

Commissioner Thomas moved to approve the Preston County Honor Guard's Application to use the courthouse lawn for the National Vietnam War Veterans Day Observance to be held March 29, 2025, at noon. Commissioner Stone seconded the motion. A roll call vote was taken with Commissioners Thomas and Stone voting yes. Motion carried. (See attached.)



PRESTON COUNTY COMMISSION

Application to use Preston County Courthouse Lawn

Must be submitted 15 days prior to the event date

Name of Organization Preston County Honor Guard  
Vietnam Veterans Chapt. 977

Address PO Box 803

Masontown WV 26542

Describe Event \*\* National Vietnam War Veterans  
Day Observance

(submit additional sheet if needed)

\*\* Depending on the type of event being held and the length of the event your organization may be required to show proof of liability insurance. If Proof of Insurance is required it must be submitted to the County Commission at least 7 days prior to the date of the event

Date(s) and time(s) of event March 29<sup>th</sup> 12.<sup>00</sup> noon

Do you want to ring the bell? X yes  
no

Contact Person Name Bill Benson

Address 14658 Branelsonville Pike.

Bruceton Mills WV. 26525

Phone (304) 379-4233 (best number to reach you)

Email address \_\_\_\_\_

Signature of Authorized Person for Organization

Date

Title

APPROVAL

Samantha Stone  
Preston County Commission, President

7/26/25  
Date



VIETNAM VETERANS OF AMERICA  
Chapter 977 – Preston County, WV  
PO Box 803, Masontown, WV 26542

FOR IMMEDIATE RELEASE  
March 1 2025

Bill Benson  
Vietnam Veterans of America  
Chapter 977  
(304) 379-4233

Preston County Honor Guard Hosting National Vietnam War Veterans  
Day Observance

Community Is Invited to Participate on March 29 at 12:00 noon

Kingwood, WV: The Preston County Honor Guard, consisting of members from all VFW Posts and the Vietnam Veterans Chapter 977, will honor all Vietnam Era Veterans from all branches of service. The National Vietnam War Veterans Day program will be held on the lawn of the Preston County courthouse on March 29th at 12:00 noon.

The program will include guest speakers, a traditional three-shot rifle volley; TAPS; and prayer for all who have served, are now serving, and those who are still missing in action. A musical tribute of patriotic songs will be performed and members of the community are encouraged to participate.

All residents are welcome to attend to remember and honor all those who have served.

Thank you all for your generous support.

Anyone wanting to purchase a Veteran Brick for installation in the fall of 2024 may contact Vietnam Veterans Of America Chapter 977 at

Post Office Box 803 Masontown WV 26542.

###

C. Commissioner Stone
a. County Property Proposal to Preston County Fire Association

Commissioner Stone has been attending the Preston County Fire Association meetings for some time and noted the association is interested in an approximate 6-acre piece of county property located below the 911 Center to construct a 3-story burn building training facility. All the fire departments in the county have decided to collaborate and pool their state funding together into the fire association to fund the structure. The building is estimated to cost about \$300,000.

She asked that the commission consider the piece of property to deed and convey to the Preston County Fire Association to construct the burn building with the stipulation that if the Fire Association were to disband, the property would revert back to the county.

After additional discussion, Commissioner Thomas asked that any motion be tabled until next week so that Commissioner Smith could be included in the decision.

b. Discussion with County Surveyor on Proposed Survey

Attached is a quote to survey the building site in the amount of \$2,626.99. Mr. Moran noted doing a survey to clean up the tower site (which was never surveyed) would cost a bit extra but it needed done before moving forward with this process.

ADVANCED LAND SERVICES, INC.
16260 Veterans Memorial Highway - Kingwood, WV 26537
Licensed Professional Land Surveyors' in MD, PA WV
(304) 329-3000 kmoran@prosurvey.com

EXHIBIT A: FEE QUOTE & AGREEMENT FOR PROFESSIONAL SURVEYING SERVICES

ATTN: Samantha Stone
Preston County Commission
101 West Main St.
Kingwood, WV 26537

(304) 692-8054
sstone@prestoncountytv.wv.gov
P.O. # VERBAL
February 14, 2025

Estimate No. 021425-36
ESTIMATE DATE:
Payment Terms: Due Upon Receipt

PROJECT: Boundary Partition Survey

Date(s) of service: TBD (est. 2-4 Weeks)
State: WV County: Preston District: Kingwood (#1) Tax Map #: 12 Parcel #: p/o 76

SCOPE OF SERVICES PROVIDED: Deliverable(s): None Unless Checked Below

Boundary Partition Survey: 6.00 +- Acres out larger tract, Rich Wolfe Drive, Kingwood, WV: Current records search (Subject & adjoining parcels), adjoining notifications, geometrical analysis of descriptions of record, analysis of errors, gaps, overlaps, field surveys, corner monumentations.
\*\*CONFLICTING EVIDENCE AND/OR THE LACK OF BOUNDARY EVIDENCE MAY INCREASE THIS QUOTE\*\*

Checked Box is Applicable. Check others as desired.	SERVICE ITEM	GENERAL NOTATIONS	Qty.	Rate	PAYMENT METHOD	
					Check	Credit Card
<input checked="" type="checkbox"/>	Survey Services As Described	Surveying Services	1.00	\$1,883.50	\$1,883.50	\$1,955.07
<input checked="" type="checkbox"/>	Expenses & Vehicle Fees	Project Direct. ie. Copies, rebar, etc			\$73.82	\$76.63
<input checked="" type="checkbox"/>	Recordable Plat & Description	Certified Paperwork	1	\$573.50	\$573.50	\$595.29
<input type="checkbox"/>	Recording Fees (Delivery, Fees)	per §30-13A-10	0	\$95.00	\$0.00	\$0.00
<input type="checkbox"/>	Conflict Resolution	Professional Surveyor, Per Hour	0.00	\$145.00	\$0.00	\$0.00
<input type="checkbox"/>	Mark Lines Between Corners/Foot	Painted & Blazed Trees, Set Rebars	1580	\$0.55	\$869.00	\$902.02
<input type="checkbox"/>	Professional Report of Survey	Each	0	\$375.00	\$0.00	\$0.00
<input type="checkbox"/>	PE Review & Certification/Hr	Prof. Engineer Review & Certification	0.00	\$175.00	\$0.00	\$0.00
<input type="checkbox"/>	Retainer (Deposit) Required				\$1,898.12	\$1,898.12
<input checked="" type="checkbox"/>	LATE FEE(\$35) + INTEREST CHARGED	Grace Period: 10 days, then 0.067% per day (24% A.P.R.)	0.00	0.0067	\$0	\$0.00
TOTAL FEE (includes all taxes & fees): VALID UNTIL March 14, 2025					\$2,530.82	\$2,626.99

I, the undersigned, hereby authorize the above Scope of Services as checked and agree to the payment terms as shown. A final invoice will be presented upon completion of project which I shall pay in full immediately. Surveyor shall retain ownership of all documents created and may share with other professionals and/or utilize for marketing purposes. Surveyors' liability shall be limited to fee quoted herein.

Printed Name: Signature: Date:

A review is appreciated on Google and Facebook at The Professional Surveying Group or Advanced Land Services Inc

ALTHOUGH EVERY EFFORT SHALL BE MADE NOT TO EXCEED THIS QUOTE, IT IS SUBJECT TO CHANGE BASED UPON UNFORSEEN SITE CONDITIONS, RECORD DESCRIPTION EVALUATION, CONFLICTING DESCRIPTIONS & AVAILABILITY OF BOUNDARY EVIDENCE

I DO TAKE REFERRALS AND WOULD APPRECIATE YOURS! THANK YOU!

1. ALL ACCOUNTS DUE AND PAYABLE IMMEDIATELY UPON RECEIPT. UNPAID INVOICES GREATER THAN 10 DAYS FROM DATE ABOVE WILL BE SUBJECT TO A 0.067% CHARGE PER DAY (24% A.P.R.) ON THE PAST DUE BALANCE. ACCOUNTS OVER 15 DAYS SUBJECT TO COLLECTION EFFORTS AND/OR LEIN.

RETRACEMENTS-SUBDIVISIONS-FARMS-TIMBER-TITLE EXAMINATIONS-BOUNDARY CONSULTANT
ENVIRONMENTAL CONSULTANT-LICENSED UNDERGROUND SURVEYOR-WV DEP APPROVED PERSON

D. Legislative Letters of Support

Commissioner Thomas highlighted the need for letters of support that he thinks should be drafted for official approval at next week's meeting to include HB2884 (relating to valuation of specialized high-technology property) and SB20 that mandates any additional mandates put onto fire departments of the county be paid for by the state.

He thanked the assessor, his team and the commercial appraiser for all their efforts working with state legislatures to get this first bill, mentioned above, moving.

## **Sheriff's Tax Office – Consideration and/or action**

### **A. Financial Statements**

Sheriff Spiker advised they will be meeting tomorrow at 10:00 a.m. with County Administrator Nate Raybeck to finalize everything needed to move forward with the budget process.

Mr. Raybeck said it is his understanding that June is good, but they are still looking at October, November and December possibly out of balance due to where voids were put in incorrectly and deposits in transit.

Commission Thomas asked for an official update via email after the meeting.

## **County Administrator's Report – Consideration and/or action**

President ProTem Stone recognized Nate Raybeck with the County Administrator's Report.

### **A. Lightrr Contract for OEM/911**

Mr. Raybeck presented a contract with Lightrr, a company that specializes specifically in the Sheriff's Office, 911 and OEM for tech services. He said a grant had been awarded to help pay for some of the infrastructure for this.

Commissioner Thomas moved to approve the IT Contract between Lightrr and the Preston County Commission and authorize President ProTem Samantha Stone to sign the document. Commissioner Stone seconded the motion. A roll call vote was taken with Commissioners Thomas and Stone voting yes. Motion carried. (See attached.)



**Prepared for Preston County 911**

To Justin Wolfe

Email [jwolfe@preston911.com](mailto:jwolfe@preston911.com)

**Prepared by Kyle Tory**

Lightrr

Phone (844) 905-4448 Website [www.lightrr.com](http://www.lightrr.com)

Quote Number 2968 Date February 24, 2025 Expiry Date March 24, 2025

## **QUOTE: Preston County 911**

**Turn-Key Comprehensive Onsite 911 Center Network  
Onboarding, Turn-Key 911 Center IT Network Upgrade, 911  
Center IT Maintenance and Support Professional Services,  
Cybereason Cybersecurity and Ransomware Protection for 911  
Center V1 (Updated Expiration)**

Quote

This Quote #2968, together with the Lightrr Terms of Service attached hereto and all exhibits, schedules, attachments, Additional Quotes (if any), and amendments thereto and hereto shall constitute the agreement ("Agreement") between LIGHTRR, LLC (a Florida Limited Liability Company with its principal place of business at 6822 22nd Avenue North, #327, St. Petersburg, Florida 33710) "Lightrr" and Preston County Commission ("Customer") effective as of the date executed by both parties ("Effective Date").

Important Terms:  
Required for Lightrr's 911 Center IT Maintenance and Support Professional Services.

- To help protect the 911 center against any possible Ransomware exposure and network vulnerabilities

- Required EDR Cyberreason Cybersecurity and Ransomware Protection Licensing:

EDR licensing and software must be present and active on all internal 911 center machines supported by Lightrr. It is highly recommended for all external agency devices that access the 911 center network including CAD have full EDR protection. EDR is required to protect the 911 center against any possible Ransomware exposure and network vulnerabilities. EDR Licensing is provided to supported devices managed by Lightrr as outlined in the 911 Center IT Maintenance and Support Professional Services.

Lightrr do not provide EDR licensing to devices maintained/contracted by an alternate MSP IT Service Provider.

- Network Hardware, Network Licensing and Server Hardware:

All Network Hardware, Network Licensing and Server Hardware must be purchased directly through and installed by Lightrr.

Turn-Key Comprehensive Onsite 911 Center Network Onboarding 6,995.00

Includes Initial Onsite Setup and Configuration:

+/- 3 Days Tech Onsite

- Setup of Anti Ransomware software onto server(s)
  - Setup of Anti Ransomware software onto PCs at 911 center
  - Setup and push of computer groups into our MSSP (managed security service provider) portal
  - Configuration of NGAV & EDR Policies for 911
  - Meraki Hardware / Organization adoption into Lightrr's MSP portal
  - Configuration and build out of firewall rule set (requires county input)
  - Cable tidy-up of old / unused kit from CAD rack (best effort)
  - Documentation creation of topology

Solutions2:

- Work with solutions2 to deploy new Spillman Server
  - Assist in migration of data and testing
  - Work with WVSP on any FLEX ORI changes
  - Import agency provided certificates
  - Secure servers once solutions2 are completed with their install and setup

Note: Does not include building wiring or structured wiring changes if needed.

Turn-Key 911 Center IT Network Upgrade 29,850.00

911 Network Upgrade, Comprehensive Package - Customized

Cisco Hardware and License:

1 x Cisco Meraki MX Firewall Upgrade (Primary 911 Internet Perimeter Firewall)  
1 x Cisco Meraki MX 1YR License - Advanced Security  
3 x Cisco Meraki 48 Port Switches PoE  
3 x Cisco Meraki 48 Port Switch 1YR Licenses  
1 x Cisco Meraki MX Firewall (Secondary Resilience/Failover)

Patch Cords:

60 x Varied Length Patch Cords

Configuration/Setup and Installation: (Included)

- Complete 911 Network Redesign
- On-site Consultancy
- Reconfiguration of internet breakout and change over of firewalls
- Network Advanced Malware Protection (AMP), Intrusion Prevention and Detection module configuration and testing (IPS IDS).
- Security Configurations to exceed MS-ISAC Standards
- Rule Set Configuration
- Configuration of resilient Internet connections – If required
- Configuration of secondary firewall / failover
- Network routing configuration
- Cisco Meraki Portal Configurations / adoption into Lightrr's MSP Meraki portal
- Configuration of VPN 911 head end ready for field units
- Cisco Secure Anyconnect head end configuration ready for deployment / PoC
- Handover / training given to directors of what has been installed
- Training on accessing support
- Help Desk and ticketing portal access
- Tidy of current network rack patching
- Liaise with WVSP for site-to-site VPN Configuration and license setup for NCIC terminal and Spillman Interfaces

This Solution Will Provide:

Next-Gen Firewall for Intrusion Protection  
911 Center Network Independence  
VPN for NCIC State Link  
Bring co-termination licenses inline with all Meraki hardware  
Replace current single firewall with a resilient pair  
Enable Anti-Malware & content filtering at the gateway  
Lightrr Remote Access and Monitoring  
Automatic Internet Uplink Failover  
Refreshes Firewalls and ESXi to supported versions and sized correctly for current and future growth  
CAD Station Install (As required)

Note:

- VMWare Licenses and ESXi to be verified
- Does not include building wiring or structured wiring changes if needed

911 Center IT Maintenance and Support Professional Services

39,300.00

Annual Billing - 12 Month Agreement

Includes Supported Devices:

- 20 Computers
- 5 Laptops
- 5 Servers
- 6 Printers (Software and Driver Support Only - Physical/Hardware Support Not Included)
- Supported Machines to receive asset tags by Lightrr

911 Center IT Maintenance and Support Professional Services -

- 911 Center Backups:
- Includes Backups to the cloud / off site of CAD Server
- 911 Center Management:

Cloud and Onsite Backup Management  
Microsoft Application Support Maintenance  
Online Asset Management  
Online Trouble Ticket Management  
Online License Management  
Desktop Optimization & Management

- 911 Center Security:
- Windows Patch Management  
Antivirus Software Management & Update  
Service Availability Monitoring Maintenance  
Microsoft Patch Management  
Event Log Monitoring  
Log File Maintenance  
Drive Space Monitoring  
Printer Setting Management  
User Account Administration  
File Sharing Permission Administration  
Security Administration  
VPN Cisco AnyConnect Client Management

- 911 Center Help Desk:

Includes Remote Control Support of Above Services (Unlimited)  
Access to Lightrr helpdesk M-F (8.00a to 5.00p)

- Emergency Out of Hours Tech Access for 911 Center - 24x7x365 (out of hours rates apply) For mission critical 911 center network failure only.

General Terms:

- Includes Field Unit Support during regular business hours for Anyconnect VPN Issues Only.
- All support ticket requests must be submitted by the 911 center director or assistant director.
- Tech onsite support must be scheduled. Remote day to day troubleshooting may require assistance from the customer to follow basic instructions from Lightrr.

Required - Cybereason Cybersecurity and Ransomware Protection for 911 Center.  
Available for 911 Center Only.

151.00  
x 30  
4,530.00

- Per Machine/Unit and Billed Annually.

30 Total Licenses (Service Address)

Cybereason Anti-Ransomware End Point Protection - NGAV (Next Generation Anti-Virus) and EDR (Endpoint Detection and Response).  
Further information can be found at [www.cybereason.com](http://www.cybereason.com)

Includes:

- Making changes to white and black listed apps based on customer requirements
- Making changes to the EDR policy as requested by the customer
- Daily Alert (MaOp) review
- Automatically Update EDR Malware Definition Signatures at least every 8 hours.
- Push / Deploy Software Updates to End Point Sensors Software when released from Cybereason
- Weekly Quick Scans
- Monthly Full Scans

Required Protection with IT Maintenance and Support Professional Services. EDR licensing and software must be present and active on all internal machines supported by Lightrr. It is highly recommended for all external agency devices that access the customer network have full EDR protection. EDR is required to protect the customer against any possible Ransomware exposure and network vulnerabilities.

EDR Licensing is provided to supported devices managed by Lightrr as outlined in the IT Maintenance and Support Professional Services.  
Lightrr do not provide EDR licensing to devices maintained/contracted by an alternate MSP IT Service Provider.

It is the responsibility of the customer:

- 1) To ensure all staff are adequately trained on a minimum annual basis on Cybersecurity, Phishing, Social Engineering and the associated threats.
- 2) Complex passwords are force changed on all devices every 60 days (for example - VPN Logins Etc).
- 3) Staff to report immediately any suspicious activity or installation of unknown programs.
- 4) Deactivate unused accounts or leaver accounts.

Billed: Per Machine/Unit Billed Annually

Total \$80,675.00

Orders / Payment

Total payment due upfront upon contract agreement completion:

- Turn-Key Comprehensive Onsite 911 Center Network Onboarding (\$6,995.00)
- Turn-Key 911 Center IT Network Upgrade (\$29,850.00)

Services - Total payment due upon Onsite Network Installation Completion and Service Commencement:

- 911 Center IT Maintenance and Support Professional Services (\$39,300.00 Annual Invoicing - As requested)
- Cybereason Cybersecurity and Ransomware Protection for 911 Center (\$4,530.00 Annual Invoicing)

Note: All services to commence and be billed upon hardware installation completion.  
Hardware/Software orders shall be placed upon receipt of cleared payment

Scheduling and installation times may vary and subject to change. Estimated 8 - 12 week delivery period to customer site.



LIGHTRR TERMS OF SERVICE

These Lighttrr Terms of Service are attached to, and made a part of, that quote, referenced in the table following this paragraph ("Quote") from LIGHTRR, LLC (a Florida Limited Liability Company with its principal place of business at 6822 22nd Avenue North, #327, St. Petersburg, Florida 33710) "Lighttrr" offered to the Customer identified on the Quote and below, and together with the Quote, all exhibits, schedules, attachments, Additional Quotes (if any), and amendments thereto and hereto shall constitute the agreement ("Agreement") between Lighttrr and Customer effective as of the first date that this Agreement has been executed by both parties (the "Effective Date").

Customer Information & Services Delivery Period	
Customer (Legal Name)	Preston County Commission
Customer Department (if applicable)	Preston County 911 Center
Customer Notice Address	300 Rich Wolfe Drive, Kingwood, West Virginia 26537
Customer Service Address	Preston County 911/OEM, 300 Rich Wolfe Drive, Kingwood, West Virginia 26537
Customer Designated Contact Person	Justin Wolfe
Designated Contact Person Phone	304-329-1855
Designated Contact Person Email	jwolfe@preston911.com
Services Delivery Period	12 months beginning on the Services Commencement Date as specified in the next line of this table (See Section 1.3).
Services Commencement Date	(Check Applicable Box) <div><input type="checkbox"/></div> <div><input checked="" type="checkbox"/> Date Specified in Project Completion Form (See Section 1.3)</div>
Quote Reference(s)	Quote #2968  QUOTE: Preston County 911 Turn-Key Comprehensive Onsite 911 Center Network Onboarding, Turn-Key 911 Center IT Network Upgrade, 911 Center IT Maintenance and Support Professional Services, Cybereason Cybersecurity and Ransomware Protection for 911 Center V1 (Updated Expiration)

1 Services & Additional Work; Term.

1.1 **Services.** For the consideration listed in the Quote and subject to the terms and conditions of this Agreement, Lighttrr shall (A) perform the services listed on the Quote ("Services") from the Services Commencement Date through the end of the Services Delivery Period (as described in Sub-Section 1.3), and (B) shall deliver any computers, laptops, network equipment, other equipment or hardware, and software, in each case as described in the Quote (the "Products").

1.2 **Additional Work.** During the Services Delivery Period, Customer may request, in writing (through the customer service ticket system), that Lighttrr provide information technology related services for Customer are outside the scope of the Services. Lighttrr may agree, or decline, to provide such additional services in its exclusive discretion, but where Lighttrr agrees to provide such services they shall be known herein as "Additional Work." Additional Work shall be controlled by the terms of this Agreement, and billed in accordance with Sub-Section 6.2.

1.3 **Term; Services Delivery Period.** This Agreement shall be effective on the Effective Date and shall continue, unless terminated sooner in accordance herewith, until the conclusion of the Services Delivery Period (*infra*),

1

provided however that Lighttrr shall have no obligation to deliver the Services other than during the Services Delivery Period. If the Agreement (A) includes the delivery or installation of Products then the Services shall commence on such date as the same has been successfully delivered and installed (at Customer's location(s) as specified in the Quote) and confirmed by Lighttrr and Customer in writing on a project completion form; or (B) if the Agreement does not include the delivery or installation of Products, then the Services shall commence on the Services Commencement Date specified in the table above (in either case the "Services Commencement Date"). The period beginning on the Services Commencement Date and lasting for the duration of the Services Delivery Period specified in the table at the beginning of this Agreement shall be known herein as the "Services Delivery Period."

2 Outside 911 Network Hardware / Software.

a. In connection with any networks, computers, servers, network related licenses, or network infrastructure in each case associated with the Preston County 911 Center (the "911 Network") Customer shall not, without the advance written approval of Lighttrr, utilize any network equipment, servers, network related licenses, or network infrastructure software purchased through, or supplied by, any third party other than Lighttrr ("Outside Network Hardware / Software") other than in accordance with this Section 2.

b. Failure to keep the covenant set forth in Sub-Section 2 (a) will jeopardize Lighttrr's ability to maintain security controls for the network and IT environment of Customer and may compromise the security of Customer's 911 Network and related component elements, including but not limited to 911 Network hardware, equipment and software; therefore a breach by Customer of the covenant contained in this Sub-Section 2(a) shall constitute a material breach of this Agreement.

c. For reasons of quality control and security assurance, Lighttrr reserves the right in its sole and absolute discretion not to setup, support or maintain any Outside Network Hardware / Software and any approval of the same by Lighttrr, as described in Section 2a, will be conditioned upon an agreement by Customer to an Additional Quote provided by Lighttrr detailing the approved devices and setting forth per asset fees for the management of the same by Lighttrr, which fees shall be in excess of the fees set forth in the Quote.

d. Customer agrees for Lighttrr to install a service tag (where applicable) in the form of a sticker onto each asset serviced by Lighttrr. Service tags are required for support and maintenance management by Lighttrr. Asset stickers are not to be tampered with or removed. Lighttrr shall not be responsible for sticker residue, if any, from placement on the device.

3. **Products Delivery & Installation.** Products specified in the Quote (if any) will be delivered to, or installed at, (or both delivered and installed) at the location(s) of Customer as designated in the Quote. Customer should allow sixty (60) to ninety (90) days for the delivery and installation (if any) of Products. Delays beyond the reasonable control of Lighttrr (for example due to supply limitations, stocking or shipping delays) shall not constitute a breach of this Agreement. In the event of anticipated delays or periods in excess of those contemplated by this Section 3, Lighttrr shall notify Customer and shall pursue delivery and installation as expeditiously as possible, keeping Customer apprised of scheduled dates.

4 Additional Service Terms.

4.1 **Remote Delivery of Services.** Lighttrr shall provide the Services remotely to Customer from Lighttrr's business location, in accordance with the terms and subject to the conditions set forth in this Agreement.

4.2 **Non-Exclusive Services; Subcontractors.** All Services are delivered by Lighttrr on a non-exclusive basis and nothing in this Agreement shall prevent Lighttrr from providing the same or similar services to other clients. Lighttrr may engage subcontractors to perform portions of the Services, in its sole discretion.

4.3 **Additional Quotes.** Any changes to the scope of the Services, or purchases of additional Products, will be detailed in additional quotes detailing (a) the commencement date for additional Services; (b) additions to the fees and other charges owed by Customer; and (c) any other agreed upon terms (each an "Additional Quote"). Additional Quotes shall amend and update this Agreement. Additional Quotes shall become binding when executed by the Customer.

4.4 Emergency Tech Support.

a. 24 x 7 x 365 emergency tech contact is available for Customer. However, this is solely for 'Mission Critical Network Failure Only'. "Out of hours rates" that are more substantial than rates for similar work performed during



normal business hours will apply (See Sections 5 & 6 *infra*.) for emergency tech support provided outside of the regular hours of operation.

b. Emergency contact with Lightrr, if required, must be made directly from the Customer/responsible party. Out of hours support is provided subject to the interference of any Force Majeure Events (as later defined herein) that are beyond the control of Lightrr, as well as subject to normal weather, supply, time, transportation and other constraints that are or may be outside the reasonable control of Lightrr and for which Lightrr shall not be liable, such our of hours support to be provided as promptly and fully as is reasonably practicable in the circumstances.

c. Any out of hours communications from Customer that do **not** constitute an emergency or '**Mission Critical Network Failure**' will be responded to by Lightrr on the next business day and shall be billed according to the rates set forth in Section 6.

**4.5 Onsite Tech Request.** Customer may request to schedule an onsite tech visit with Lightrr, if Customer believes it necessary. Lightrr shall only perform an onsite tech visit if remote support is not reasonably possible, in the discretion of Lightrr. Any related meetings shall be attended electronically via phone or by computer remotely from Lightrr's location, unless arranged otherwise. Onsite tech visits are scheduled as promptly as is reasonably possible in the circumstances. Any unforeseen delays will be communicated to Customer by Lightrr reasonably promptly.

**4.6 Remote Access Authorization.** Customer acknowledges and agrees that Lightrr may, as and when needed and without further authorization, remotely and / or directly access the computer and information technology systems of Customer using credentials that are provided by Customer to Lightrr between the Effective Date and the end of the Services Delivery Period. Lightrr will utilize remote access whenever possible, so as to minimize travel and other charges to Customer whenever reasonably possible.

**4.7 Customer Obligations.** Customer shall (at its expense) cooperate with Lightrr regarding its performance of the Services as may be reasonably required, including but not limited to (i) ensuring continuity with respect to the Customer's connection to the internet; and (ii) providing adequate network components or services required to facilitate data transfers and provide remote access as required. Customer shall take all steps reasonably necessary to prevent any Customer-caused delays in Lightrr's provision of the Services. Customer shall respond promptly to any requests from Lightrr for information or approvals that Lightrr requires to perform the Services, within three (3) business days. Customer acknowledges and agrees that Customer is responsible for coordinating with Lightrr and others to enable the timely performance of the Services. Customer shall reasonably cooperate with any third-party Lightrr that may be retained by Lightrr in connection with the Services and provide reasonable access to Customer location during normal business hours.

**4.8 Third Party/Vendor Communication.** Customer is solely responsible for communication between it and its third-party vendors, as needed. Third party vendors contracted by Customer that are unresponsive/unable may delay or postpone any/all work to be completed by Lightrr, should Lightrr require specific necessary information and/or assistance in order to proceed that is not timely provided to Lightrr.

**4.9 Alterations.**

a. Customer represents and warrants that no Customer employee, third-party, agent, contractor and/or vendor of Customer (or acting on Customer's behalf), or any other person or entity that does not possess Lightrr's prior written authorization, shall access, change, remove or alter any Products, hardware, or software from Customer's network, or interfere with or cause outages on any of Customer's IT environment managed by Lightrr (collectively hereinafter, '**Alterations**'). Alterations described in the prior sentence constitute material breach of this Agreement and void the warranties provided in Section 8 of this Agreement. Lightrr reserves the right to terminate this Agreement with immediate effect, without penalty or refund, in such case.

Should Lightrr approve any written request from Customer for any Alteration consisting of the addition of hardware to the 911 Network, such hardware must be checked and installed onto the Customer's 911 Network by Lightrr, or upon approval by Lightrr, by Customer with prior advance authorization from Lightrr. Failure by Customer to follow these procedures related to Customer hardware installation constitutes a considerable security risk and shall void the warranties provided under this Agreement. Additionally, such Alteration(s) may constitute a material breach of this Agreement by Customer in response to which Lightrr may promptly terminate this Agreement, as well as any related agreement(s), in the sole discretion of Lightrr.

b. Lightrr reserves the right to charge the Customer out of hours rates to repair and correct any issues caused by Alterations, including any required remote repair efforts. Lightrr also reserves the right to not repair any issues

3

or errors caused by a third-party, and Lightrr is not responsible for any damages to Customer's network or any elements thereof, or any of Customer's other assets, tangible or intangible, caused thereby.

**4.10 Customer Site Conditions.** Customer understands and agrees that shall not be responsible for any conditions at Customer's site, website and/or damage to hardware, software or other items provided in connection with the Services, including but not limited to the extent that such conditions did not arise out of any act or omission by Lightrr and/or to the extent that such conditions arose from incorrect information or faulty equipment provided to Lightrr by Customer and/or any of Customer's employees or third-party contractors / professionals.

**5 Service Operation Hours**

**5.1 Regular Hours.** Lightrr's regular hours of operation will be 8am – 5pm Eastern Time, Monday to Friday. Lightrr shall be closed on all public and federal holidays.

**5.2 Customer Support Tickets.** Customer shall log requests for tech support by logging a ticket on Lightrr's website [www.lightrr.com](http://www.lightrr.com) in the helpdesk for resolution.

**6 Pricing and Payment Terms.**

**6.1 General Payment Terms.** Customer shall pay all fees, charges, and Taxes as described in the Quote, any Additional Quote, or otherwise called for in this Agreement (including in Sub-Section 6.2).

a. Lightrr shall issue invoices for Products and Services described in the Quote in accordance with the orders and payments schedule set forth in the Quote. Services billed on a monthly basis will be billed in advance on, or about, the first day of each month. All invoices shall be sent to the Customer's designated contact via QuickBooks (or Lightrr's billing software in use from time to time).

b. Customer shall pay all invoices, including both monthly invoices and for one-time or annual charges, within fifteen (15) days of receipt and may be paid by: (A) direct ACH Payment via QuickBooks (Intuit – For direct payment online); (B) credit card via QuickBooks payments (a three percent (3%) additional charge will be applied to credit card payments); or (C) check payment mailed to the address provided upon invoice.

c. A late fee of One Hundred US Dollars (\$100.00) will be added to any late payments.

d. Any charges payable under this Agreement are exclusive of any applicable taxes, tariff surcharges or other like amounts assessed by any governmental entity arising as a result of the provision of the Services by Lightrr to Customer under this Agreement or as a result of the sale of any Products (and any associated labor) ("**Taxes**") and all such Taxes shall be payable by Customer, in addition to all other charges payable hereunder.

**6.2 Additional Work Charges.**

a. Consistent with Sub-Section 1.2, Additional Work will be charged at a reduced hourly rate of **\$245.00** per hour (with a minimum of 1 hour for each instance of Additional Work).

b. A reduced tech onsite fee of **\$275.00** for any work that cannot be performed remotely from Lightrr's location during regular business hours.

c. Hours worked outside of Lightrr's regular hours of operation will be charged at a rate of **\$395.00** per hour (**Minimum two (2)-hour billing**). "Out of hours work" is provided on an as-needed, as available basis and is not guaranteed to be available on-call at any time.

d. Lightrr shall invoice Customer by on a monthly basis at the beginning of each month for any Additional Work that it has provided to Customer during the prior month.

**7 Additional Products and Services**

**7.1 Cybersecurity and Ransomware.**



- a. Lightrr strongly recommends that Customer secure cyber security insurance coverage against cyberattacks, ransomware attacks, and other malicious or unauthorized use of, access to, or theft from Customer's systems or devices.
- b. Lightrr will make Cybereason available for use by Customer on Customer-selected devices by securing Cybereason licenses. Cybereason shall be provided for use by Customer according to the specifications outlined in the Quote and for one year increments (the "Cybereason License Period"). If the Services Delivery Period is longer than the Cybereason License Period, Customer agrees that the Cybereason License Period will be automatically renewed during the Services Delivery Period, and Customer shall be obligated to pay the fees associated with a new a full Cybereason License Period. Cybereason is not licensed to Customer and Customer shall have no rights whatsoever to possess or use Cybereason except during the pendency of this Agreement. The termination of this Agreement, regardless of the cause, will result in immediate cancellation/deactivation of all Cybereason licenses with no refunds provided.
- c. Cybereason was not developed, and is not updated or managed by, Lightrr and therefore, not withstanding anything to the contrary in this Agreement, Lightrr expressly disclaims any and all representations and warranties related to its performance. Customer's responsibilities with respect to this Product, as listed in the Quote, are integral to Customer's successful use of Cybereason and Customer's security strategy generally; Customer agrees to remain current on completing Customer's cyber security responsibilities.
- d. Lightrr shall provide the following Services in connection with the use, by Customer, of Cybereason:
- A. After initial installation, Cybereason will require thirty (30) days of machine learning to learn usual behaviors. During this period, any changes that may be required to tailor the artificial intelligence algorithm will be made by Lightrr at no cost. Any additional changes after the thirty (30) day period that are requested and authorized by the Customer will be charged as Additional Work under this Agreement.
  - B. Lightrr shall serve as a direct point of contact for Customer to address any questions, concerns or requested support, via the Lightrr ticketing portal, in connection with Customer's use of Cybereason.
  - C. Lightrr will monitor reports and alerts generated by Cybereason and will notify Customer in writing of any Data Breach or Security Incident as soon as reasonably practicable after Lightrr becomes aware of it. Promptly following Lightrr's notification to Customer of a Data Breach or Security Incident, the Parties will coordinate with each other as necessary to investigate the Data Breach or Security Incident.
- e. All machines that have access to, or connect to, the Customer's 911 Network including Products must be fully licensed and actively monitored by Cybereason. Customer must have advance written consent from Lightrr for any changes to devices, or the addition of additional devices, utilized in the Customer's network and Customer shall bear full responsibility for ensuring that only authorized devices are connected to its network. Lightrr reserves the right to terminate the CRPS service provided under this Section 7.1 in the event that Customer connects any unlicensed equipment or devices to its network, *provided that* Lightrr will notify Customer of such termination as soon as reasonably practical.

## **7.2 SaaS Services: Data Backup, Encrypted Cloud Storage and Critical Environmental Power, Temperature and Humidity Sensor Solution.**

- a. Customer's use of SaaS Data Backup, Encrypted Cloud Storage, and / or Critical Environmental Power Temperature and Humidity Sensor services (individually, or in combination with one another, the "7.2 SaaS Services"), if listed in the Quote and included in the Services, shall be subject to the following additional terms and conditions, without limiting the applicability of the rest of this Agreement:
- b. Lightrr will install necessary software on Customer designated devices. Software installed in connection with the 7.2 SaaS Services is licensed to Lightrr and not Customer; Customer shall have no right whatsoever to possess or use 7.2 SaaS Services software except during the pendency of this Agreement. The termination of this Agreement, regardless of the cause, shall result in immediate termination and deactivation of all SaaS Services and Customer's access to all related software. SaaS Data Backup, Encrypted Cloud Storage, and / or critical Environmental Power Temperature and Humidity Sensor services software was not developed and is not updated or managed by Lightrr

5

and therefore, not withstanding anything to the contrary in this Agreement, Lightrr expressly disclaims any and all representations and warranties related to its performance.

- c. 7.2 SaaS Services are provided by Lightrr to the Customer on a month-to-month basis during the Service Delivery Period and may be terminated by either party with at least one full calendar month's written notice. Fees for 7.2 SaaS Services shall be set forth in the Quote and shall be invoiced monthly and in accordance with this Agreement. Late payments by Customer may result in termination of 7.2 SaaS Services with immediate effect.
- d. Lightrr is not responsible for any failure in notifications from Product alerts to the Customer. Alerts are sent from the manufacturer directly to the Customer and Lightrr does not receive a copy. It is the sole responsibility of Customer to promptly make Lightrr aware of any and all such alerts. Support by Lightrr as provided herein shall be provided during Lightrr's regular business hours, as per Section 5 hereof. Customer's responsibilities with respect to these Products, as listed in the Quote, are integral to Customer's successful use of SaaS Data Backup; Encrypted Cloud Storage, and / or Critical Environmental Power Temperature and Humidity Sensor services software (as the case may be); Customer agrees to remain current on completing Customer's responsibilities.
- e. In the event that this Agreement covers any data backup services under Additional SaaS Services, as covered by this Sub-Section 7.2, Customer shall also remain responsible, at all times, for establishing data backup procedures, specified machines, and back up retention periods that, in each case, satisfy its business objectives.

## **8 General Terms – Warranty and Limitation of Liability**

### **8.1 Limited Hardware Warranty: Disclaimers**

Lightrr shall repair or replace, at Lightrr's cost, all hardware (new and refurbished) purchased from and installed by Lightrr in the event that the same suffers machine failure within thirty (30) days from date of installation at the Customer's location. Accidental damage, other than damage caused by Lightrr, shall not be covered by Lightrr under this limited warranty and the warranty period shall not be extended by reason of Lightrr making any repair or replacement, whether in whole or in part, of any product or item covered by warranty. Notwithstanding anything to the contrary herein, this limited warranty shall not be valid at any time after the termination of this Agreement and is non-transferrable.

No part of the foregoing warranty shall limit Customer's ability to make claims under any available warranties provided by manufacturers, license, developers, or others. Customer shall be responsible for completing any required product or license registrations and maintaining any other requirements necessary to establish and continue such third party warranties.

Lightrr shall have no liability for any loss of any kind arising from claims of product failure, defective software code (including updates, patches and the like), negligence, defective design, manufactured defect, failure to warn and/or instruct, and any legal theory of liability not expressly covered under the terms of the limited warranty set forth on the prior paragraph. Lightrr makes no express hardware warranties beyond those specifically set forth in the first paragraph of this subsection 8.1.

### **8.2 Lightrr Services Warranties: Disclaimers.**

Lightrr represents and warrants that Lightrr shall perform the Services: (a) in accordance with the terms and subject to the conditions set forth in this Agreement; and (b) using personnel that possess the required skill, experience and qualifications necessary in the determination of Lightrr. Additionally, Lightrr represents and warrants that all Services and materials provided by Lightrr shall not violate or infringe the intellectual property or other rights of any third party.

The warranties set forth in the prior paragraph in this Sub-Section 8.2 are in lieu of, and Lightrr specifically disclaims, any and all other express warranties. Not in limitation of the foregoing, Lightrr shall have no liability for any losses of any kind arising from endpoint security failures, defective software code (including updates, patches, and the like), or Customer negligence.

The warranty provided for in Sub-Section 8.2 may alter and limit remedies available to Customer under applicable law.

### **8.3 Warranty Limitations: Limitation of Liability**

6

Notwithstanding the warranties in Section 8, or any other terms of this Agreement: (A) Lightrr shall not be responsible for any conditions at Customer's site or damage to Products, hardware, software or other items provided in connection with the Services resulting from those conditions; (B) Lightrr makes no express warranties with respect to any Products or Services, other than those set forth specifically in this Agreement.

Notwithstanding anything to the contrary in this Agreement, Lightrr shall not be liable for any third-party hacking attacks on, unauthorized access to, or any security breaches of, any of Customer's systems, whether involving Products, hardware, software or both, the prevention of which attacks shall be the sole responsibility of Customer. Additionally, Lightrr shall not be responsible for the consequences arising from any hardware or software changes made without the knowledge and/or involvement of Lightrr.

Lightrr does not provide custom software or software code. All software provided as a part of the Services has been developed by third party software developers and Lightrr shall not be responsible for defects in any software or software code provided as a part of the Services (including but not limited to updates, patches, and the like).

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT AND IN ALL CASES LIGHTRR SHALL NOT BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT LIGHTRR WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE, EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED HEREIN.

FURTHER, IN NO EVENT SHALL LIGHTRR'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO LIGHTRR PURSUANT TO THIS AGREEMENT DURING THE MOST RECENT TWELVE (12) MONTHS OF THIS AGREEMENT PRECEDING THE APPLICABLE CLAIM, *PROVIDED THAT* THE LIMITATION ON THE LIABILITY OF LIGHTRR IN THIS PARAGRAPH SHALL NOT LIMIT LIGHTRR'S LIABILITY FOR DIRECT DAMAGES FOR BODILY INJURY, DEATH, OR DAMAGE TO PROPERTY CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF LIGHTRR WHERE SUCH A LIMITATION WOULD BE CONTRARY TO APPLICABLE LAW.

The parties acknowledge and agree that each of them entered into this Agreement in reliance upon the limitations of liability set forth in this Sub-Section 8.3, that the same reflect an allocation of risk between the parties, that they form an essential basis of the bargain made between the parties, and that they are reasonable under the circumstances.

## 9 Termination

9.1 Unless this Agreement provides for a more immediate right to terminate, Lightrr may terminate this Agreement upon sixty (60) days' advance written notice to Customer in the event of a material breach of this Agreement by Customer. Any outstanding payments due to Lightrr upon such termination shall be paid in full by the Customer within thirty (30) calendar days of the date of written notice of such termination and no refunds will be issued for license fees or other annual charges in the event of a termination for material breach under this Sub-Section 9.1. If Customer shall in any way substantially impede the provision of Services by Lightrr to Customer, such that providing Services at the level and of the quality contemplated by this Agreement becomes impracticable, then Lightrr shall promptly inform Customer of the same in writing and if Customer does not cure the conditions listed in such notice from Lightrr to Customer in a reasonable manner within thirty (30) days of the date of such notice, then Lightrr may promptly terminate this Agreement for material breach by written notice to Customer thereof. Upon providing such notice, any payments due to Lightrr for Services rendered prior to such termination shall be paid in full by the Customer within thirty (30) calendar days of the date of written notice of such termination.

9.2 This Agreement may be terminated by Customer upon sixty (60) days written notice if (a) Lightrr breaches any material term or condition of this Agreement and (b) Lightrr fails to cure such breach within thirty (30) days of receipt of such written notice.

9.3 This Agreement shall terminate automatically and without notice upon the occurrence of any of the following events: (a) either Party becomes insolvent or admits its inability to pay its debts generally as they become due; (b) either Party becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within ten (10) days or is not dismissed or vacated within forty-five (45) days after

7

filing; (c) either Party is dissolved or liquidated or takes any corporate action for such purpose; (d) either Party makes a general assignment for the benefit of creditors; or (e) either Party has a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

9.4 After the Services Commencement Date but prior to the conclusion of the Term, either party may terminate this Agreement, for any reason or no reason, upon forty-five (45) days written notice to other party. In the event of a termination under this Sub-Section 9.4, all outstanding payments due to Lightrr for Services rendered prior the effective date of the termination shall be paid in full by the Customer within thirty (30) calendar days of the effective date of such termination. In the event of a termination under this Sub-Section 9.4, if Lightrr has been paid in advance for any Services not yet rendered as of the effective date of the termination, in the event of termination under this Sub-Section by Customer, Lightrr shall refund the unearned amount to the Customer within fifteen (15) calendar days of the termination, *provided that*, Lightrr shall have no obligation to refund, and Customer shall have no right to recover, any license fees or other annual or upfront charges in the event of a termination by Customer under this Sub-Section 9.4.

9.5 Customer shall include, or cause to be included, the amounts payable under this Agreement in the estimated budgets or request for funds or appropriations for, or by, the Customer for the intended term of this Agreement. In the event necessary funds as requested by Customer in its estimated budget or appropriations requests are not appropriated by the governing body of Customer, then Customer may terminate this Agreement by giving Lightrr thirty (30) calendar days written notice of termination, or less if the funds requested for appropriation were not appropriated for any amounts that would be owed within that thirty (30) day period. The Agreement shall terminate on the last day of the monthly term the occurs thirty (30) calendar days after Lightrr's receipt of the termination notice, or the date there was no funding appropriated for without any further liability or obligation on behalf of Customer. Lightrr shall have no obligation to refund, and Customer shall have no right to recover, any license fees or other annual or upfront charges in the event of a termination by Customer under this Sub-Section 9.5.

## 10 Relationship of the Parties

10.1 **Independent Contractor.** The Parties acknowledge and agree that the Services performed by Lightrr, its employees, agents or sub-contractors shall be as an independent contractor and that nothing in this Agreement shall be deemed to constitute a partnership, joint venture, agency relationship or otherwise between the Parties.

10.2 **Lightrr Materials.** Any preexisting Intellectual Property Rights owned by Lightrr and the creation of which preceded the Services provided to Customer, including any technology such as preexisting software code (source and executable), routines, methodologies, processes, libraries, tools or other technologies first created, adapted and/or used by Lightrr in its business generally ("**Lightrr Materials**") shall remain the sole and exclusive property of Lightrr, and Lightrr shall retain all right, title and interest in and to such Lightrr Materials. For the purposes of this Agreement, "**Intellectual Property Rights**" means any and all rights arising in the United States or any other jurisdiction throughout the world in and to (a) patents, patent disclosures, and inventions (whether patentable or not), (b) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, and other similar designations of source or origin, together with the goodwill symbolized by any of the foregoing, (c) copyrights and works of authorship (whether copyrightable or not), including computer programs, and rights in data and databases, (d) trade secrets, know-how, and other confidential or proprietary information, and (e) all other intellectual property, in each case whether registered or unregistered, and including all registrations and applications for such rights and renewals or extensions thereof, and all similar or equivalent rights or forms of protection in any part of the world.

10.3 **No Work For Hire.** The Services DO NOT constitute, in whole or in part, 'Work-For-Hire' pursuant to the terms of United States Copyright laws (17 U.S.C. § 101 *et seq.*), or any applicable foreign equivalent thereof. Lightrr retains all right, title, and interest in and to any computer software programs or source code, other works of authorship, formulas, processes, compositions of matter, databases, mask works, improvements, logos, symbols, designs, and other inventions ("**Inventions**") that Lightrr makes, conceives, reduces to practice, or creates either alone or jointly with others, in the course of the delivery of the Services, as a result of the Services, or during the time that Lightrr was providing Services. The foregoing retention of rights by Lightrr shall hold (i) whether or not such Inventions are patentable, copyrightable, protectable as Trade Secrets, or otherwise subject to intellectual property protection, and whether Lightrr seeks such protection, (ii) whether or not such Inventions are developed using equipment, supplies, facilities, or information of Customer and (iii) whether or not the Inventions relate to Customer's business.

## 11 Confidentiality

From time to time between the Effective Date and the conclusion of the Services Delivery Period, either Party (as the "Disclosing Party") may disclose or make available to the other Party (as the "Receiving Party"), non-public, proprietary and confidential information of Disclosing Party that, if disclosed in writing or other tangible form is clearly labeled as "confidential," or if disclosed orally, is identified as confidential ("Confidential Information"). However, Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Receiving Party's breach of this Section; (b) is or becomes available to Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (c) was in Receiving Party's possession prior to Disclosing Party's disclosure hereunder; (d) is subject to the Freedom of Information Act or similar law or (e) was or is independently developed by Receiving Party without using any Confidential Information.

The Parties agree, with respect to any Confidential Information as to which either is a Receiving Party, to: (1) protect and keep such Confidential Information secret and secure from disclosure and unauthorized use with the same degree of precautions and safeguards that such Party uses to protect and keep its own Confidential Information of a similar nature secret and secure, but in no case with less than reasonable care; (2) comply with all laws, rules and regulations regarding the sharing of Confidential Information, including all applicable privacy laws; (3) disclose such Confidential Information only to its legal counsel, employees, subcontractors and/or agents who have both: (i) a need to know such information in order to perform under this Agreement, and (ii) a written contractual, fiduciary or other legal duty, at least as restrictive as this Agreement, to maintain the confidentiality of the information received; (4) not use or disclose, or permit any of its legal counsel, employees, subcontractors and/or agents to use or disclose; (5) not decompile, disassemble, decode, reproduce, redesign, reverse engineer, reverse design, duplicate in whole or part, replicate, develop derivatives of or copy the design of, or manufacture any hardware, software, products, equipment, samples, prototypes, material or other tangible objects that embody Confidential Information provided by the Disclosing Party without the Disclosing Party's prior written authorization; and (6) use the Confidential Information solely to perform under this Agreement.

The Receiving Party may disclose Confidential Information as may be required by law, statute, rule or regulation, including any subpoena or other similar form of process. Prior to such disclosure, the Receiving Party shall provide the Disclosing Party with prompt written notice (so long as such notice is not prohibited by law), so that the Disclosing Party may object to the request and/or seek appropriate protective relief. Notwithstanding anything to the contrary, either Party may disclose any information, including Confidential Information, in response to a request from a federal, state and/or other regulatory official having authority over such Party and/or its affiliates.

**Freedom of Information Act.** Notwithstanding any provision of this Agreement to the contrary, if the Customer is subject to West Virginia Code Chapter 29B, Article 1, commonly referred to as the "Freedom of Information Act" ("FOIA"), then Customer shall, to the maximum extent such arguments are plausible under a reasonable reading of FOIA, assert that an exception or exceptions to FOIA apply to shield the Confidential Information that it is holding as a Receiving Party under this Section 11 from disclosure under FOIA. If, in the opinion of Customer's legal counsel no FOIA exception may reasonably be applied to shield Confidential Information from disclosure under FOIA, or in the event that a court of competent jurisdiction has ruled against Customer (Customer having asserted the application of such an exemption under FOIA), then, notwithstanding any provision of this Agreement to the contrary, Customer may disclose Confidential Information specifically requested in a valid FOIA request which is in the possession of Customer.

**12 Notices**

Any notice which may be given by a Party under this Agreement shall be deemed to have been duly delivered if delivered by hand, first class post, facsimile transmission or electronic mail to the address of the other Party as specified in this Agreement or any other address notified in writing to the other Party. Subject to any applicable local law provisions to the contrary, any such communication shall be deemed to have been made to the other Party, if delivered by:

- a. Electronic Mail (E-Mail), effective as of actual receipt;
- b. First class mail, receipt deemed to occur two (2) days from the date of posting (Signed Delivery); or
- c. Hand or by facsimile transmission, receipt effective as of the date of such delivery or transmission.

**Notice to Customer (via Mail):** Customer's Mailing Address is as provided at the start of this Agreement or as Customer may otherwise notify Lighttr pursuant hereto.

**(via Email):** Customer's Email Address is as provided in the table on page 1 of these Terms of Service or as Customer may otherwise notify Lighttr pursuant hereto. Customer shall promptly notify Lighttr of any changes address or contact person details.

9

**Notice to Lighttr (Via Email):** Attention Kyle Tory, Manager. Email: Kyle@lightrr.com

**Notice to Lighttr (Via Mail):** 6822 22nd Avenue North, #327, St. Petersburg, Florida 33710 (Head Office)

**13 Indemnity**

**13.1 Indemnification by Customer.** To the extent permitted by applicable law, Customer shall defend, indemnify, and hold harmless Lighttr and its affiliates, and their respective shareholders, members, partners, trustees, beneficiaries, directors, officers, employees and agents, and the successors and assigns of each of the foregoing (collectively, the "Lighttr Indemnified Parties") for, from and against any and all third party Claims, demands, suits, criminal or civil actions or similar proceedings that might be alleged by a third party (including enforcement proceedings by any governmental authority) and all liabilities, damages, fines, penalties, costs or expenses (including reasonable attorneys' fees and expenses and other reasonable costs for defense, settlement and appeal) that might occur as a result of the same (Claims) that any Lighttr Indemnified Party may have alleged against it, incur, become responsible for, or pay out, or Lighttr Indemnified Parties may incur, become responsible for, or pay out for any reason related to any personal injury, death, or property damage resulting from the acts or omissions of Customer.

**13.2 Indemnification by Lighttr.** Subject to the limitations in Section 8.3, Lighttr shall defend, indemnify, and hold harmless Customer and its elected officials, appointed officials, beneficiaries, employees and agents and the successors and assigns of each of the foregoing (collectively, the "Customer Indemnified Parties") for, from and against any and all third party Claims, demands, suits, criminal or civil actions or similar proceedings that might be alleged by a third party (including enforcement proceedings by any governmental authority) and all liabilities, damages, fines, penalties, costs or expenses (including reasonable attorneys' fees and expenses and other reasonable costs for defense, settlement and appeal) that might occur as a result of the same (Claims) that any Customer Indemnified Party may have alleged against it, incur, become responsible for, or pay out, or Parties may incur, become responsible for, or pay out for any reason related to any personal injury, death, or property damage resulting directly from the acts or omissions of Lighttr.

**13.3 Indemnification Procedures.** Any Indemnified Party shall be entitled, upon written notice to the Indemnifying Party, to the timely appointment of counsel by the Indemnifying Party for the defense of any Claim. If there is an unwaivable material conflict of interest in accordance with West Virginia Rules of Professional Responsibility between the Indemnified Party and the Indemnifying Party at any time during the defense of the Indemnified Party, the Indemnified Party may appoint independent counsel of its choice for the defense of the Indemnified Party as to such Claim unless counsel is being provided pursuant to an insurance agreement in which case the appointment of counsel will be in accordance with the policy and practice of the insurer. In addition, regardless of whether the Indemnified Party has appointed counsel or selects independent counsel (a) the Indemnified Party shall have the right to participate in the defense of any Claim and approve any proposed settlement of such Claim (unless such settlement involves only the payment of money, the Indemnifying Party pays all amounts due in connection with or by reason of such settlement and, as part thereof, the Indemnified Party is unconditionally released from all liability in respect of such Claim, in which case such approval shall not be required); and (b) all reasonable costs and expenses (including attorneys' fees and costs) of the Indemnified Party shall be paid by the Indemnifying Party. If the Indemnifying Party fails to timely pay such costs and expenses (including attorneys' fees and costs), the Indemnified Party shall have the right, but not the obligation, to pay such amounts and be reimbursed by the Indemnifying Party for the same, together with interest thereon until paid in full. The Parties hereby acknowledge that it shall not be a defense to a demand for indemnity that less than all Claims asserted against the Indemnified Party are subject to indemnification. If a Claim is covered by the Indemnifying Party's liability insurance, the Indemnified Party shall not knowingly take or omit to take any action that would cause the insurer not to defend such Claim or to disclaim liability in respect thereof. Nothing contained herein shall be construed to create a benefit for a third-party except for indemnified parties.

**13.4 Survival.** This Section 13 shall survive the expiration or any termination of this Agreement for a period of two years.

**14 Entire Agreement**

This Agreement, including the Quote, any exhibits, schedules, attachments, Additional Quotes, and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter.

**15 Compliance; Further Assurances**

	<p>The Parties shall at all times comply with any and all laws, ordinances, statutes, executive orders and regulations, federal, state, county and municipal, insofar as applicable to their respective obligations under this Agreement.</p> <p>The Parties shall do and cause to be done all such acts, matters and things and shall execute and deliver all such documents and instruments as shall be required to enable the Parties to perform their respective obligations under, and to give effect to the transactions contemplated by, this Agreement.</p>
16	<p><b>Titles and Headings</b></p> <p>The titles and headings used in this Agreement are for administrative convenience only and shall be disregarded for the purpose of construing and enforcing this Agreement.</p>
17	<p><b>Severability</b></p> <p>If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement nor invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal or unenforceable, the court may modify this Agreement so as to effectuate the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.</p>
18	<p><b>Assignment</b></p> <p>Customer shall not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of Lightrr, which consent may be withheld in Lightrr's sole discretion. Any purported assignment or delegation in violation of this Section 18 shall be null and void.</p> <p>Lightrr shall not assign this Agreement without Customer's prior written consent, which shall not be unreasonably withheld, <i>provided</i> that, Lightrr may assign any or all of its rights, or delegate any or all of its obligations, to any affiliate without the consent of Customer and may assign any or all of its rights or obligations under this Agreement to any person or entity acquiring all, or substantially all, of Lightrr's assets or to any person or entity acquiring more than 50% of the voting equity of Lightrr, without Customer's consent.</p>
19	<p><b>Successors and Assigns</b></p> <p>This Agreement is binding on and inures to the benefit of both Parties to this Agreement and their respective permitted successors and assigns.</p>
20	<p><b>Relationships of Parties – No conflicts of interests; Mutual Representations and Warranties</b></p> <p>Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, or fiduciary relationship, between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever. Lightrr shall perform Services hereunder as an independent contractor, and nothing herein shall be construed to be inconsistent with such relationship or status. Customer acknowledges and agrees that Lightrr may freely provide services substantially similar to the Services to other companies and/or individuals.</p> <p>Each Party represents and warrants to the other Party that: (a) it has the full right, power and authority to enter into this Agreement and to perform its obligations hereunder; and (b) when executed and delivered by such Party, this Agreement will constitute the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms.</p>
21	<p><b>Choice of Law</b></p> <p>This Agreement shall be governed by, and to be construed in accordance with, the laws of the State of West Virginia, without giving effect to the conflict of law's provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of West Virginia.</p>

22	<p><b>Time Limitation of Claims</b></p> <p>No action, regardless of form, arising out of this Agreement may be brought more than two (2) years after the discovery that a cause of action has arisen or fees for the associated Services have been invoiced whichever is earlier. The parties hereby waive the right to invoke any different limitation on the bringing of actions provided under applicable law. This Section 22 shall survive the termination of the Agreement.</p>
23	<p><b>[Intentionally Blank]</b></p>
24	<p><b>[Intentionally Blank]</b></p>
25	<p><b>Alternate Dispute Resolution</b></p> <p>If any claim or controversy shall arise between the Parties that relates to or arises out of this Agreement (a "<b>Dispute</b>"), the Parties agree to consult one another and attempt for at least ten (10) days to resolve the dispute informally prior to filing any civil action, administrative proceeding, or other enforcement action.</p>
26	<p><b>Cumulative Remedies</b></p> <p>Except as expressly set forth in this Agreement, the rights and remedies under this Agreement are cumulative and in addition to any other rights or remedies available at law, in equity or otherwise.</p>
27	<p><b>Counterparts</b></p> <p>This Agreement may be executed in counterparts, each of which is deemed an original but all of which together are deemed to be one and the same agreement. Notwithstanding anything to the contrary herein, a signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement. Counterparts may be delivered via electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g. www.docuSign.com) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered, and effective for all purposes.</p>
28	<p><b>Construction</b></p> <p>This Agreement shall be construed and interpreted fairly in accordance with the plain meaning of its terms, and there shall be no presumption or inference against the Party drafting this Agreement in construing or interpreting the provisions hereof. Each Party further acknowledges and agrees that it has had the full opportunity to consult with, or has consulted with, attorneys of its own choice regarding each term and condition of this Agreement, that each Party understands the meaning and effect of each provision contained in this Agreement, and that each has voluntarily and knowingly entered into this Agreement. Further, the Parties both expressly represent and warrant that in executing this Agreement neither has relied upon any representation or statement not set forth herein made by their respective agents, representatives or attorneys regarding the subject matter, basis or effect of this Agreement, or otherwise.</p>
29	<p><b>Non-disparagement</b></p> <p>The Parties hereto agree that neither of them will at any time make, publish or communicate to any person or entity or in any public forum any defamatory or disparaging remarks, comments or statements concerning the other Party or its businesses, or any of their respective employees, officers and existing and prospective customers, suppliers, investors, and other associated third parties.</p>
30	<p><b>Force Majeure</b></p> <p>No Party shall be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of Customer to make payments to Lightrr hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted Party's ("<b>Impacted Party</b>") reasonable control, including, without limitation,</p>

the following force majeure events (each, a "Force Majeure Event"): (a) acts of God; (b) flood, fire, earthquake, hurricane, epidemic, pandemic or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law or actions; (e) embargoes or blockades, in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) telecommunication breakdowns, power outages or shortages, inadequate transportation services or in ability or delay in obtaining supplier or suitable materials which are beyond the reasonable control of the Impacted Party; and (i) other similar events beyond the reasonable control of the Impacted Party.

The Impacted Party shall give notice in writing within three (3) business days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure to perform its obligations hereunder or delay in performing its obligations hereunder remains uncured for a period of ten (10) consecutive business days following written notice given by it to the other Party, then either Party may terminate this Agreement by written notice to the other. Notwithstanding the foregoing, Customer shall remain obligated despite any Force Majeure Event to make all payments hereunder to Lightrr, *provided that* Customer's obligation to make such payments shall be suspended during the pendency of the Force Majeure Event.

31 Amendments to existing terms (if applicable):

- A. Section 29 "Non-Disparagement" is deleted in its entirety and shall be of no force or effect.
- B. The first sentence of Sub-Section 8.1 is hereby deleted and replaced with the following sentence:

Lightrr shall repair or replace, at Lightrr's cost, all hardware (new and refurbished) purchased from, and installed by, Lightrr in the event that the same suffers machine failure within three hundred sixty five (365) days from date of installation at the Customer's location.

- D. The term "Alterations," as defined in Section 4.9(a) shall not include (i) onsite physical corrections and repairs of issues related to printers; (ii) the support of local IT personnel of Customer to address the creation of new user accounts and issues related to user account login concerns; or (iii) the assistance of local IT personnel, with instruction from Lightrr, to address onsite Customer IT support needs, including but not limited to, IT testing, visual checks, power checks, and basic level 1 Customer IT support, in each case in coordination with Lightrr.

32 Additional terms (if applicable):

33 Support & Billing Contacts

Technical Support Tickets must be logged Via the Lightrr Web Portal at Lightrr.com. Administration and billing support can be obtained by emailing info@lightrr.com or calling (+1) 844-905-4448. Please contact your Lightrr representative for more information on your account.

34 Signature Authorization

The Parties have duly executed and agreed to be bound by this Agreement (including the Quote referenced in the table at the beginning of these Terms of Service and to which these Terms of Service are attached, all exhibits, schedules, attachments, Additional Quotes (if any), and amendments hereto and thereto) as evidenced by the signatures of their authorized representatives below.

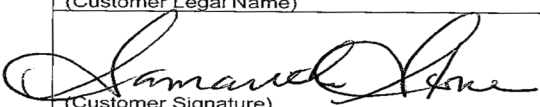
Each Party represents and warrants to the other that the signatory identified beneath its name has the authority to execute the Agreement on its behalf and that the execution, delivery and performance of this Agreement has been validly authorized by all necessary corporate, limited liability, or governmental action, as applicable.

The Parties hereto have caused this Agreement to be executed by their respective duly authorized officers and/or by relevant individual persons, as applicable.

[Lightrr Agreement Signature Page(s) Follows]

[Lightrr Agreement Signature Page(s)]

Intending to be legally bound, Lightrr and Customer have executed this Agreement, consisting of the Quote, these Lightrr Terms of Service and all exhibits, schedules, and attachments.

Customer:
Preston County Commission
(Customer Legal Name)

(Customer Signature)
By:
Samantha Stone
Its:
Commissioner
Date:
2/26/2025

Lightrr:
LIGHTRR, LLC
(Signature)
By: Kyle Tory
Its: Authorized Member
Date:

B. Budget Revisions - None

C. Miscellaneous Correspondence

The next county commission meetings will be Wednesday, March 5, 2025, at 9:30 a.m. and Tuesday, March 11, 2025, at 9:30 a.m.

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

A. Executive Session

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

A. Executive Session

**Information**

**Commissioner’s Comments**

At 10:35 a.m., there being no further business to come before the Commission, President ProTem Samantha Stone declared the Regular Session adjourned.

---

*Commissioner*

---

*Commissioner*

---

*Commissioner*

**---oOo---**

*02/26/2025*

