

# COUNTY COMMISSION OF LEWIS COUNTY

110 Center Avenue  
Weston WV 26452  
Phone:( 304)269-8200  
FAX: (304)269-2416  
Email: lewiscountycommission@lewiscountywv.org  
Website: lewiscountywv.org



**COMMISSIONERS:**  
Agnes Queen, President  
Rod Wyman, Commissioner  
Bobby Stewart, Commissioner

**LEWIS COUNTY COMMISSION  
110 CENTER AVENUE, 2ND FLOOR  
WESTON, WV 26452  
MEETING AGENDA  
TUESDAY, SEPTEMBER 12, 2023**

## **SILENT MEDITATION AND PLEDGE OF ALLEGIANCE**

- 1. 10:00 AM**      **Call Meeting to Order** (*action required*)
  
- 2. 10:05 AM**      **John Breen, Lewis County Assessor**  
**RE: Exonerations, Consolidations, Apportionments**  
Draft copies will be available for review two business days prior to the meeting date. (*action required*)

## **APPOINTMENTS:**

- 3. 10:10 AM**      **Oath of Office for the Lewis County Safe Sites & Structures Committee:**  
James Gum two-year term, Crystal Lough two-year term, Jimmy Suttle two year Term, Matt Reed one year term, Sheriff Dave Gosa one year term, Gary Foster one year term
  
- 4. 10:20 AM**      **Oath of Office for the Lewis County Planning Commission:** Robert Weaver, one year term
  
- 5. 10:25 AM**      **Dana Bowen:** Mr. Bowen will address the Lewis County Commission with his Concerns about the feral cat population in commercial areas of the County.

## **CORRESPONDENCE & INFORMATION:**

- 6. Upshur County Commission Meeting Agenda:** The September 7, 2023 Upshur County Commission meeting was canceled the next meeting is scheduled for September 14, 2023. (*information only*)

7. **Jane Lew Public Service District:** The agenda for the August 10, 2023 meeting is presented for review. *(information only)*
8. **Lewis County Sheriff's Mileage Report:** The Lewis County Sheriff's Mileage Report for the month of August, 2023 is presented for review. *(information only)*
9. **State of West Virginia Division of Corrections & Rehabilitation:** The Regional Jail Invoice for the month of August 2023 in the amount of \$37,413.44 is presented for review. The invoice amount for July 2023 was 35,498.96. The invoice amount for August, 2022 was \$59,830.00.
10. **Board(s) and Committee(s) Reports:** Commission will give reports on any Board(s) or committee(s) meeting attended, including: Brownfields meeting, Safe Sites and Structures Board, Ireland Community Meeting, WV Agriculture Commissioner, LC Economic Development Authority, WV Business Summit, Lewis Upshur Gateway Community, Hubcap, Rotary, Lewis County Convention and Visitors Bureau, Region VII meeting, LC Building Commission, E-911 Advisory Board, etc. *(information only)*

#### **BUSINESS:**

11. **Planning Commission Board Appointment:** The Commission will consider the appointment of Robert Weaver to the Planning Commission Board for a one-year term. *(action required)*
12. **Panhandle Cleaning and Restoration:** Commission will consider an offer from Panhandle Cleaning and Restoration, allowing them to conduct a Free Emergency Readiness Program assessment. Commission agrees to provide information about County properties including:
  - 1) Number of buildings
  - 2) How many floors per building
  - 3) Square footage per location
  - 4) Contact information for manager on site
  - 5) Equipment on location , generators, boilers, etc.
  - 6) Water shut off locations
  - 7) Lockout tag out boxes
  - 8) Insurance information
  - 9) Floor plans
  - 10) Staff lists
  - 11) Vendor list
  - 12) Any other assets*(action required)*
13. **Right of Entry Agreement:** The Lewis County Commission will consider approval of the Right of Entry Agreement between Ghazaka K. Amal Nizami (Berlin) and the Lewis County Commission for Phase I environmental site assessment activities and Phase II environmental site assessment activities of properties that have the potential to contribute to the economic revitalization of the county. *(action required)*
14. **Right of Entry Agreement:** The Lewis County Commission will consider the approval of the Entry Agreement between E & P Rentals LLC (Kitsonville) and the Lewis County Commission for Phase I environmental site assessment activities and Phase II environmental site assessment activities of properties that have the potential to contribute to the economic revitalization of the county. *(action required)*

- 15. Designate Date and Time for Trick or Treat in the Unincorporated Areas of Lewis County:**  
The Lewis County Commission will be asked to designate Saturday, October 28, 2023 from 5:30pm to 6:30pm as Trick or Treat in the unincorporated areas of LEWIS County. This is done to correspond with the date and time already set by the municipalities. *(action required)*
- 16. Retainer Agreement with WV University College of Law Land Use and Sustainable Development Clinic and the Lewis County Commission:** The retainer agreement with WV University College of Law and Land Use is presented for review and approval. The purpose of this agreement is for the University College of law to assist the Planning Commission with the development of the Comprehensive Plan. *(action required)*
- 17. Replacement of Air Conditioner Units:** The Commission will consider obtaining bids to replace the four air conditioner units at the Courthouse facility. *(action required)*
- 18. Lewis County Planning Commission Ordinance Amendment:** The amendment to the October 10, 2010 ordinance will be presented for consideration. *(action required)*
- 19. Boggs Environmental Consultants:** The Commission will consider approving a study for asbestos, lead based paint, and hazardous materials at Warehouse Marine as part of the Brownfields grant. The study will be conducted by Boggs Environmental Consultants at the cost of \$4,950.00 *(action required)*
- 20. Lewis-Gilmer E-911 Resignation:** Ryan Carson submitted a verbal resignation from the position of telecommunicator on August 30, 2023. Mr. Carson did not submit a letter of resignation. *(action required)*
- 21. Lewis-Gilmer E-911:** Commission will consider hiring Ben Holden at the Lewis -Gilmer E-911 Center part time, without benefits, not to exceed 20 hours per week. *(action required)*
- 22. Time Sheets and Leave Requests:** Tina Helmick Time Sheet, Barbara Winans Annual Leave, Dave Reed Annual Leave, James Gum Annual Leave *(action required)*

#### **ACTIONS, ESTATE SETTLEMENTS, ORDERS AND PAYMENT OF EXPENDITURES:**

- 23. Actions of the Clerk:** County Clerk Cynthia S. Rowan presents actions of the clerk in recess of the county commission for approval. Draft copies will be available for review upon request two business days prior to the meeting date. *(action required)*
- 24. Approval of Estates:** County Clerk Cynthia S. Rowan presents the estates ready for settlement to the Lewis County Commission for approval. Draft copies will be available for review upon request two business days prior to the meeting date. *(action required)*
- 25. Presentation by the County Clerk of the Orders of Prior Meeting(s):** The Lewis County Clerk presents the Orders (minutes) of previous Lewis County Commission meeting(s) for approval. Draft copies will be available for review upon request two business days prior to the meeting date. *(action required)*
- 26. Expenses for the Current Period Presented for Consideration of Payment:** Draft copies will be available for review upon request two business days prior to the meeting date. *(action required)*

#### **ADJOURNMENT:**

**27. With no further action being required by the Lewis County Commission the meeting will be adjourned. (*action required*)**

**LEWIS COUNTY COMMISSION MEETING MANAGEMENT**

- Regular meeting agendas will be posted and available to the public before closure two (2) business days prior to the meeting date.
- Agenda matters to be reviewed and/or considered during the meeting are at the discretion of the Lewis County Commission.
- Appointments to speak with the county commission must be scheduled before 10 AM three (3) business days prior to the meeting. Appointments will be given up to a ten (10) minute time allowance.
- Agenda items may require an executive session.
- Open discussion by Commission unless executive session is motioned per WV Code §6-9A-4.
- Input or recommendation from constitutional officers, staff or public that is not listed by name on the agenda will only be allowed if requested by the commission or required by statute.
- Those not scheduled on the agenda may sign up for public comment at a minimum fifteen (15) minutes prior to the start of the meeting. Public comment is limited to five (5) minutes per speaker.
- Motion required for consideration of vote.
- All votes unanimous unless otherwise stated.
- Roberts Rules of Order is utilized as a guide only. The Commission controls meeting management, discussion and input.
- Commissioners may participate and vote via conference call if two (2) commissioners are in attendance.

**Additional Notices**

**OATH OF OFFICE AND CERTIFICATE**

**STATE OF WEST VIRGINIA**

**COUNTY OF LEWIS TO-WIT**

I, Robert E. Weaver Jr., do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of West Virginia, and that I will faithfully discharge the duties of the office of

*The Lewis County Planning Commission*

to the best of my skill and judgment SO HELP ME GOD.

*(Signature of affiant)* \_\_\_\_\_

***Robert E. Weaver Jr.***

Subscribed and sworn to before me, in said County and State, this 12th day of September, 2023.

\_\_\_\_\_  
Agnes Queen, President

Lewis County Commission

ATTEST:

\_\_\_\_\_  
Cynthia S. Rowan, Lewis County Clerk

# Jane Lew Public Service District

70 Park Avenue  
Jane Lew, WV 26378

## Regular Meeting

August 10, 2023 4:00 PM

### ~~ Public Board Meeting Agenda ~~

I. Call to Order (Foster)

#### ~~ ROUTINE MONTHLY BUSINESS ~~

II. Minutes (7/13/2023)

III. General Manager's July Reports (Snow-McKisic)

A. WATER:

1. Water Bills
2. Water Treasury Report
3. Water Adjustments Report
4. Water Purchase, Sales & Loss Report
5. Water Preventive Maintenance Report (*Preventing unplanned breakdowns*)
6. Water Repairs Report (*fixing unplanned breakdowns*)
7. Leak Detection Report (*finding and fixing leaks*)
8. Cross Connections/Backflow Report
9. New Taps (non-project)
10. Other

B. WASTEWATER:

1. Wastewater Bills
2. Wastewater Treasury Report
3. Wastewater Adjustments Report
4. Wastewater Treatment Purchase, Sales & Loss Report
5. Wastewater Preventive Maintenance Report (*Preventing unplanned breakdowns*)
6. Wastewater Repairs Report (*fixing unplanned breakdowns*)
7. New Taps (non-project)
8. Other

IV. PSD Policies and Job Descriptions (Snow-McKisic)

V. Personnel (Snow-McKisic)

VI. Announcements (Snow-McKisic)

VII. Correspondence (Snow-McKisic)

#### ~~ OLD BUSINESS ~~

VIII. Request to Sell Sewer Property adjacent to Plant (Snow-McKisic)

#### ~~ NEW BUSINESS ~~

IX. Late-Received Agenda Items (Snow-McKisic)

X. September 1-dismissal at noon

XI. RFP Procurement Audit

XII. Adjournment

## August 2023 MILEAGE REQUEST

UNIT LIC.

- 150 D. Gosa / Vin. A42305 / 1236 – 21 SUV 40290
- 151 M. Cayton / Vin. A42304 / 1235 – 21 SUV 40783
- 152 Z. Lopez / Vin. A18031 / 4105 – 20 SUV 30706
- 153 B. Hendershot / Vin. A42303 / 1696 – 20 SUV 19394
- 154 B. Newbrough / Vin. A18030 / 1232 – 20 SUV 39171
- 155 C. Jones / Vin. A48451 / 1241 – 22 SUV 17773
- 156 C. Matheny / Vin. B29979 / 3841 - 22 SUV 21940
- 157 D. Shipman / Vin. B04451 / 4220 – 21 SUV 40960
- 158 M. Ayoob / Vin. A40308 / 2966 – 22 SUV 23917
- 159 D. Cooley / Vin. 106494 / 3930 – 18 INTERCEPTOR 72284
- 160
- 161
- 170 C. Kirkpatrick / Vin. C62863 / 1234 – 20 SUV 29938

171 T. Lafever / Vin. C62864/ 3184 – 20 SUV 37259

172 J. Johnmeyer / Vin. 106495 / 3929 – 18 INTERCEPTOR 64537

173 J. Jenkins / Vin. 568479 / 6LB-698 – 17 JEEP 54667

174 R. Bush / Vin. 179324 / 4287 – 17 JEEP 31100

175 D. Cayton / Vin.319897 / 3258 – 14 CHARGER 50829

1500 Dep. Reserves / Vin. 116126 / 1910 -13 INTERCEPTOR 117293

1500 Dep. Reserves / Vin. 553134 / 1233 – 10 Nitro 78478

Spare / Vin. A78623 / 3370 – 14 SUV 110435

Spare / Vin. 553135 / 2726 – 11 DODGE NITRO 64421

There have been a number of vehicle reassignments. Need actual mileage from each unit.

Thank You



WV Regional Jail and Correctional Facility  
 1409 Greenbrier Street  
 Charleston, WV 25311

TH  
 9-6-23  
 001-704-349.0

# Statement

Date
8/31/2023

To:
Lewis County Commission 110 Center Ave Weston, WV 26452

		Amount Due	Amount Enc.
		\$37,413.44	
Date	Transaction	Amount	Balance
07/31/2023	INV #7123302D. Due 07/31/2023. Orig. Amount \$39,744.96. --- Inmate Days - County-Discounted, 912 @ \$43.58 = 39,744.96	2,123.00	2,123.00
08/16/2023	CREDMEM Dye --- Inmate Days - County, 30 @ \$48.25 = -1,447.50	-1,447.50	675.50
08/16/2023	CREDMEM Dye --- Inmate Days - County-Discounted, 31 @ \$43.58 = -1,350.98	-1,350.98	-675.48
08/31/2023	INV #8123302D. Due 09/05/2023. Orig. Amount \$38,088.92. --- Inmate Days - County-Discounted, 874 @ \$43.58 = 38,088.92	38,088.92	37,413.44

Amount Due
\$37,413.44

I. Unless otherwise specified by law or rule, whenever payments are received from any customer as payment for outstanding invoices and/or credits are present for DCR jail beds, the payment or credit will be applied as indicated in writing by the customer. II. If the customer wishes to specify how funds or credits are to be applied, the request must be in writing by the customer at the time payment is submitted, within 90 days after payment is received by DAS, when credit appears on the customer statement, or by end of the fiscal year. III. Unless written specification is provided otherwise, it is DAS policy to apply the payment or the credit to the oldest undisputed outstanding amount(s) first. Applying the funds or credits to the oldest undisputed outstanding amount(s) assists the customer to be as current as possible to place them in the best possible position to qualify for disbursements from the Jail Operations Partial Reimbursement Fund, as noted in West Virginia Code §15A-3-17.

**STATE OF WEST VIRGINIA**  
DEPARTMENT OF HOMELAND SECURITY  
**DIVISION OF CORRECTIONS & REHABILITATION**



**WILLIAM K MARSHALL III**  
**COMMISSIONER**

**JEFF SANDY, CFE, CAMS**  
**CABINET SECRETARY**

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Office of the Commissioner  
1409 Greenbrier Street  
Charleston, WV 25311  
304-558-2036 -- Telephone  
304-558-5367 -- Fax

DISCOUNTED RATE LEWIS COUNTY  
PO BOX 466  
WESTON, WV 26452

**Invoice Number: 8123302D**

**Invoice Date: 9/5/2023 9:43:41 AM**

**Month of Service: August, 2023**

Pursuant to the provisions of W.Va. Code §15A-3-16, the Division of Corrections and Rehabilitation hereby provides you with a monthly statement of charges and costs of inmate maintenance and operational costs for Discounted Rate Lewis County for the month of August, 2023. The costs per day for inmate maintenance and operation is in accordance with the provisions of W.Va. Code §15A-3-16.

Detailed information, including names of inmates and the number of days of inmate maintenance, to support the invoice is attached.

Month: August

Number of Inmate Days: 874

Per Diem Rate: \$43.58

Amount Due: August, 2023

\$38,088.92

This invoice amount is due and payable upon receipt.

Please Remit Payment to:  
WV Regional Jail and Correctional Facility Authority  
PO Box 40258  
Charleston, WV 25364

### Emergency Response Plan (ERP) Agreement

This Emergency Response Program Agreement is made this \_\_\_ day of \_\_\_\_, 20\_\_ between \_\_\_\_\_ (“Client”) located at \_\_\_\_\_ and **Panhandle Cleaning & Restoration**, headquartered at 42 38th St. Wheeling, WV 26003 in accordance with the following terms and conditions:

**Contractor’s Commitment to Owner**

1. When an emergency occurs, we will respond to initial notification of the emergency within 5 minutes and will arrive on-site within \_\_\_ hours barring extenuating circumstances such as traffic, etc.
2. All ERP clients receive priority response over any client not included in our ERP program.
3. During a severe, area-wide weather event, our “next available crew” service pledge means that we will respond to all ERP clients with the next available crew before any other service requests are fulfilled.
4. We will mitigate the loss including board-up and tarping, structurally drying, providing restorative cleaning as well as other appropriate actions to contain and restore the property to pre-loss condition. To accomplish this we will provide a variety of resources including labor, equipment, materials, tools and other necessary items as needed.
5. Education and Training will be provided as desired.
6. We will supply personnel trained in accordance with Occupational and Health Administration (OSHA), Infection Control Assessment (ICRA) and Institute of Inspection Cleaning and Restoration Certification (IICRC) standards.
7. We will have commercial general liability, pollution liability, and workman’s compensation insurance.
8. Our company and our employees will keep all information pertaining to the client’s operations and the emergency situation confidential, unless otherwise required by law or to protect life, health or safety.
9. If unsafe conditions occur while we are performing services, or if directed by Federal, State or Local officials, either our company or the Emergency Coordinator will have the right to stop work on the project.
10. The attached Emergency Response Program materials are incorporated into this Agreement.
11. There is no cost for entering into this agreement or for the Emergency Response Plan.

**Owner’s Commitments to Contractor**

1. Because you see the benefits and value of this Emergency Response Program (ERP), you (the property owner, manager or other responsible party) agrees that Contractor will be the sole emergency response contractor hired to respond to losses caused by wind, storm, water, sewer, flood, freezing, fire and smoke, mold, accident, death and trauma scenes.
2. You will from time to time meet with Contractor’s staff and provide necessary information to ensure that this Emergency Response Program is current and up to date.

CLIENT: \_\_\_\_\_

By: **Panhandle Cleaning & Restoration**

By: \_\_\_\_\_  
*Signature*

By: \_\_\_\_\_  
*Signature*

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_



The Emergency Response Plan (ERP) is the first step in being more proactive in the event of a disaster. The initial set up of your FREE ERP requires gathering information about all your properties. Your plan can be as detailed as you would like, but here is a list of what we usually include.

- 1) How many buildings
- 2) How many floors per building
- 3) Square footage per location
- 4) Contact information for manager on site
- 5) Equipment on location (generators, boilers etc.)
- 6) Water shut off locations
- 7) Lockout tag boxes
- 8) Insurance information
- 9) Floor plans
- 10) Staff contact lists
- 11) Vendor contact lists
- 12) Any other assets that any area may have.

Information can be emailed to [cjeffries@panhandlecr.com](mailto:cjeffries@panhandlecr.com). Once the ERP is set up, facility managers can update the content.

Chris Jeffries  
304-650-0458



**Corporate Headquarters**  
42-38th Street  
Wheeling, WV 26003

**Morgantown**  
1838 Dents Run Road  
Westover, WV 26501

**Charleston**  
2503 Sissonville Drive  
Charleston, WV 25312

**Pittsburgh**  
1005 Pittsburgh Street  
Springdale, PA 15144

**Sarasota**  
4023 Sawyer Road  
Sarasota, FL 34233

ATTN: Brittany Hedrick

Right of Entry Agreement

This is an AGREEMENT made effective as of August 12, 2023 by and between:

Lewis County Commission  
110 Center Avenue, 2<sup>nd</sup> Floor  
Weston, West Virginia 26452

hereinafter referred to as "LCC" and:

**Ghazaka K. Amal Nizami**

hereinafter called "OWNER" for permission to access OWNER's property located at:

**411 Berlin Road  
Weston, West Virginia  
Parcel IDs: 21-04-0002-0035-0000 and 21-04-0002-0036-0000**

hereinafter called "SITE" to complete an investigation on behalf of the LCC.

The LCC has engaged the services of Civil and Environmental Consultants to conduct Phase I and Phase II Environmental Site Assessments of properties that have the potential to contribute to the economic revitalization of the county. The OWNER hereby grants the LCC, its agents, assigns, employees, and/or contractors the right and permission to enter upon the hereinbefore described real estate for the purpose of conducting site assessment activities described hereinafter in Paragraph 2.

The OWNER grants the aforesaid rights and permission unto the LCC to the following terms and conditions:

1. Site assessment activities to be performed on the aforesaid real estate may consist of the following:
  - a. Phase I Environmental Site Assessment activities, including, walking the property; touring structures on the property, if safe to do so; taking photographs of the property and structures, records review, if available; and interviewing past and present owners, operators, and occupants of the property.
  - b. Phase II Environmental Site Assessment activities, including, disturbance to the ground surface, vegetation, or other features of the SITE for purposes of collecting surface water, groundwater, surface soil, subsurface soil, air, and other samples. The LCC will take reasonable precautions to limit disturbance to the SITE, but it is understood by the OWNER that repairs to the SITE from disturbance will be limited to those specified. State Utility Notification Services will be utilized to determine the location and schedule of the proposed intrusive investigation activities. However, the OWNER is responsible for accurately identifying all of the SITE's subterranean structures and utility locations in the area of the intrusive investigation activities and approving the proposed locations of borings and other excavations to be completed during the investigation. Use of the SITE shall include the parking of vehicles and equipment; excavation of test pits; installation of groundwater monitoring wells; extraction of samples from surface and subsurface soils, surface water, groundwater, air, and elsewhere; storage of samples; and other activities necessary to complete the site assessment.
2. The consent and permission to enter and perform said site assessment activities upon aforesaid real estate is herein voluntarily granted by the party of the first part.

3. The term of this agreement shall be for the length of time necessary for the LCC to complete the proposed site assessment and monitoring activities.
4. The undersigned represents that he/she is authorized to sign this document on behalf of all owners of the Property and to consent to the entry provided herein.
5. The undersigned agrees that he/she will notify EPA, by contacting the individual identified below, if during the term of consent for entry the Property is sold or otherwise transferred.
6. As a property owner, you may be able to avail yourself of certain liability protections under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). Please consult a lawyer if you feel this may be applicable.

IN WITNESS WHEREOF, the parties have executed this agreement on the dates indicated.

**OWNER**

Signature Ghazala Nizami Date 8/12/23  
 Printed Name Ghazala Nizami  
 Title 570 Center Ave  
 Address Weston, WV 26452  
 Phone 814-242-8139  
 Email Saleem.a.nizami@hotmail.com

**Lewis County Commission**

Signature \_\_\_\_\_ Date \_\_\_\_\_  
 Printed Name \_\_\_\_\_  
 Title \_\_\_\_\_  
 Address \_\_\_\_\_  
 Phone \_\_\_\_\_  
 Email \_\_\_\_\_



# EPA REGION 3 BROWNFIELDS ASSESSMENT GRANT PROPERTY APPROVAL QUESTIONNAIRE FOR HAZARDOUS SITES

**Grant Recipient:** Lewis County  
**Commission**

**Grant Number:** BF- 95304901

**Date Form Completed:** 8/28/2023

## A. PROPERTY DESCRIPTION

- Property Name: Nizami Property  
\_\_\_\_\_
- Property Address: 411 Berlin Road Weston, WV  
\_\_\_\_\_
- Acres (if known): ±0.34 acres  
\_\_\_\_\_
- Is the site a brownfield, "real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant"?  
 Yes  No
- Describe the property's operational history and current use(s).  
*Historically, the property has been residential.*
- Identify when and how the property potentially became contaminated.  
*It is suspected that the property was constructed with suspect asbestos-containing materials.*
- What kind of contamination is suspected?

*It is suspected that the property could be contaminated with asbestos.*

8. Work to be done:

- Phase I**    **Phase II**    **Phase III**    **Reuse Planning**    **Remedial Planning**  
 **Other: Phase II if needed, based on Phase I results**  
 **National Historic Preservation Act applicability**    **Yes**    **No**

What is the estimated cost of the assessments?

*Phase I ESA                      \$ 3,900*

## **B. REUSE POTENTIAL**

1. Are there firm development plans for the property? Please describe.

*At this time, there are no firm development plans for the property.*

2. Is the property an integral part of a local development plan?

*The property is instrumental in the revitalization of Weston, West Virginia. The property is located adjacent to the Peterson-Central Elementary School.*

3. Does the property have strong development potential as evidenced by past or present interest of a developer?

*The property has strong development potential because the property is located in a prime location, adjacent to the Peterson-Central Elementary School.*

4. Is there a commitment in place to fund the cleanup? If not, what are some potential sources of cleanup funding that can be used?

*If cleanup is necessary, additional grant funds will be explored and applied for. Cleanup will be considered part of the construction costs.*

5. Is the property located in a federal opportunity zone? Please check the map of opportunity zones:

USEDA: [USA Opportunity Zones tool](#)

IRS: <https://www.cdfifund.gov/Pages/Opportunity-Zones.aspx>

- Yes**    **No**

## **C. PROPERTY OWNERSHIP**



1. Who currently owns the property?

*Ghazaka K. Amal Nizami*

*If you own the property, please respond to questions a through f below:*

a. How was the property acquired?

Tax Foreclosure  Donation  Eminent Domain  Bought it outright  Other  
(explain below)

b. When was the property acquired? Date:

c. Did you conduct All Appropriate Inquiry or an equivalent Phase I assessment prior to the purchase?

Yes  No

When/Date:

Who performed the All Appropriate Inquiry?

d. Describe your organization's relationship with all prior owners of the property and any familial, contractual, corporate, or financial relationships or affiliations that your organization may have had with the current or past owners or operators of the property.

e. Did disposal of any hazardous substances occur after you acquired the property?

Yes  No

f. Describe what you are doing to provide appropriate care to address hazardous substances that may be on the property.

2. Was your organization ever an owner, operator or lessee of the property?

Yes  No

3. Did your organization cause, contribute or arrange for the disposal of or releases of hazardous substances at the property in any way?

Yes  No

4. Describe the current owner's role in the assessment and cleanup of the property.

*The Nizamis would like to have the property assessed to determine cleanup methods, if necessary.*

5. Will the current owner allow access to the property to conduct the assessments?

Yes  No

#### **D. SITES NOT ELIGIBLE FOR FUNDING**

1. Is the property listed (proposed for listing) on the CERCLA (Superfund) National Priorities List?

Yes  No

2. Is the property subject to a unilateral administrative order, court order, administrative order on consent, or judicial consent decree issued to or entered into by parties under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA)?

Yes  No

3. Is the property subject to the jurisdiction, custody, or control of the U.S. government?

Yes  No

*Note: If the answer is YES to any part of the above (D.1 – 3), the property is **not** eligible.*

#### **E. PARTICULAR CLASSES OF SITES ELIGIBLE FOR BROWNFIELDS FUNDING ONLY WITH PROPERTY-SPECIFIC DETERMINATIONS**

Certain properties cannot be approved without a "Property-Specific Determination." Please answer the following questions to the best of your knowledge:

1. Is the property subject to a planned or ongoing CERCLA removal action?

Yes  No

2. Has the property been the subject of a unilateral administrative order, court order, an administrative order on consent, or judicial consent decree, *or been issued a permit* by the U.S. or an authorized state under CERCLA, the Solid Waste Disposal Act (as amended by the Resource Conservation and Recovery Act (RCRA)), the Federal Water Pollution Control Act (FWPCA), the Toxic Substances Control Act (TSCA), or the Safe Drinking Water Act (SWDA)?

Yes  No

3. Is the property subject to corrective action orders under RCRA (sections 3004(u) or 3008(h)) and has there been a corrective action permit or order issued or modified to require corrective measures?

Yes  No

4. Is the property a land disposal unit that has filed a RCRA closure notification under subtitle C of RCRA and is subject to closure requirements specified in a closure plan or permit?  
 Yes  No
  
5. Has the property had a release of polychlorinated biphenyls (PCBs) and is subject to remediation under TSCA?  
 Yes  No
  
6. Has the property received funding for remediation from the Leaking Underground Storage Tank (LUST) Trust Fund?  
 Yes  No

*Note: If the answer is YES to any of the above (E. 1-6), a property-specific determination is required. EPA's approval of Property-Specific Determinations will be based on whether or not awarding a grant will protect human health and the environment and either promote economic development or enable the property to be used for parks, greenways, and similar recreational or nonprofit purposes. Please contact your EPA Project Officer for additional information.*

<b>APPROVALS (EPA STAFF ONLY)</b>	Date of State Eligibility Determination Letter: <a href="#">Click here to enter a date.</a>
<b>Site eligible for grant funding for site assessment activities:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	
<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter a date.</a>
Project Officer	Date
Site ID Number Assigned: <a href="#">Click here to enter text.</a>	

Right of Entry Agreement

This is an AGREEMENT made effective as of May 20, 2023 by and between:

Lewis County Commission  
110 Center Avenue, 2<sup>nd</sup> Floor  
Weston, West Virginia 26452

hereinafter referred to as "LCC" and:

[[OWNER]] E & P Rentals LLC

hereinafter called "OWNER" for permission to access OWNER's property located at:

[[PARCEL ID OR ADDRESS]] 269 South Main Ave Weston WV

hereinafter called "SITE" to complete an investigation on behalf of the LCC.

26452

The LCC has engaged the services of Civil and Environmental Consultants to conduct Phase I and Phase II Environmental Site Assessments of properties that have the potential to contribute to the economic revitalization of the county. The OWNER hereby grants the LCC, its agents, assigns, employees, and/or contractors the right and permission to enter upon the hereinbefore described real estate for the purpose of conducting site assessment activities described hereinafter in Paragraph 2.

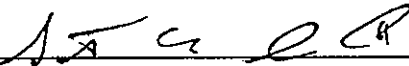
The OWNER grants the aforesaid rights and permission unto the LCC to the following terms and conditions:

1. Site assessment activities to be performed on the aforesaid real estate may consist of the following:
  - a. Phase I Environmental Site Assessment activities, including, walking the property; touring structures on the property, if safe to do so; taking photographs of the property and structures, records review, if available; and interviewing past and present owners, operators, and occupants of the property.
  - b. Phase II Environmental Site Assessment activities, including, disturbance to the ground surface, vegetation, or other features of the SITE for purposes of collecting surface water, groundwater, surface soil, subsurface soil, air, and other samples. The LCC will take reasonable precautions to limit disturbance to the SITE, but it is understood by the OWNER that repairs to the SITE from disturbance will be limited to those specified. State Utility Notification Services will be utilized to determine the location and schedule of the proposed intrusive investigation activities. However, the OWNER is responsible for accurately identifying all of the SITE's subterranean structures and utility locations in the area of the intrusive investigation activities and approving the proposed locations of borings and other excavations to be completed during the investigation. Use of the SITE shall include the parking of vehicles and equipment; excavation of test pits; installation of groundwater monitoring wells; extraction of samples from surface and subsurface soils, surface water, groundwater, air, and elsewhere; storage of samples; and other activities necessary to complete the site assessment.
2. The consent and permission to enter and perform said site assessment activities upon aforesaid real estate is herein voluntarily granted by the party of the first part.
3. The term of this agreement shall be for the length of time necessary for the LCC to complete the proposed site assessment and monitoring activities.
4. The undersigned represents that he/she is authorized to sign this document on behalf of all owners of the Property and to consent to the entry provided herein.

5. The undersigned agrees that he/she will notify EPA, by contacting the individual identified below, if during the term of consent for entry the Property is sold or otherwise transferred.
6. As a property owner, you may be able to avail yourself of certain liability protections under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). Please consult a lawyer if you feel this may be applicable.

IN WITNESS WHEREOF, the parties have executed this agreement on the dates indicated.

**OWNER**


5-20-23  
 \_\_\_\_\_  
 Signature Date  
 Stephen E Shriver II  
 \_\_\_\_\_  
 Printed Name  
 member  
 \_\_\_\_\_  
 Title  
 PO Box 1262  
 \_\_\_\_\_  
 Address  
 Weston WV 26452  
 \_\_\_\_\_  
 304 269 1250  
 \_\_\_\_\_  
 Phone  
 shrivertrucking@msa.com  
 \_\_\_\_\_  
 Email

**Lewis County Commission**

\_\_\_\_\_  
 Signature Date  
 \_\_\_\_\_  
 Printed Name  
 \_\_\_\_\_  
 Title  
 \_\_\_\_\_  
 Address  
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 Email



# EPA REGION 3 BROWNFIELDS ASSESSMENT GRANT PROPERTY APPROVAL QUESTIONNAIRE FOR HAZARDOUS SITES

**Grant Recipient:** Lewis County  
Commission

**Grant Number:** BF- 95304901

**Date Form Completed:** July 6, 2023

## A. PROPERTY DESCRIPTION

- Property Name: Kitsonville School  
\_\_\_\_\_
- Property Address: 269 South Main Avenue Weston, WV 26452  
\_\_\_\_\_
- Acres (if known): 0.37 acres  
\_\_\_\_\_
- Is the site a brownfield, "real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant"?  
 Yes  No
- Describe the property's operational history and current use(s).  
  
*Historically, the property operated Kitsonville School. According to the county assessment records, the school was constructed in 1938.*
- Identify when and how the property potentially became contaminated.  
  
*The property could potentially contain asbestos-containing building materials and lead-based paint.*

7. What kind of contamination is suspected?

*Asbestos and lead-based paint is suspected.*

8. Work to be done:

- Phase I**    **Phase II**    **Phase III**    **Reuse Planning**    **Remedial Planning**  
 **Other: Asbestos and lead-based paint surveys if needed, based on Phase I results**  
 **National Historic Preservation Act applicability**    **Yes**    **No**

What is the estimated cost of the assessments?

*Phase I ESA                      \$ 3,895*

*Costs for asbestos and lead-based paint surveys will be developed after the Phase I ESA is performed. A new PAQ will be submitted at that time.*

## **B. REUSE POTENTIAL**

1. Are there firm development plans for the property? Please describe.

*At this time, there are no firm development plans for the property.*

2. Is the property an integral part of a local development plan?

*The property is instrumental in the revitalization of Weston, West Virginia. The property is located along Main Avenue.*

3. Does the property have strong development potential as evidenced by past or present interest of a developer?

*The property has not had the interest of a developer; however, the property is in a great location. A developer may be interested in the property once the environmental status of the property is determined.*

4. Is there a commitment in place to fund the cleanup? If not, what are some potential sources of cleanup funding that can be used?

*If cleanup is necessary, additional grant funds will be explored and applied for. Cleanup will be considered part of the construction costs.*

5. Is the property located in a federal opportunity zone? Please check the map of opportunity zones:

USED A: [USA Opportunity Zones tool](#)

IRS: <https://www.cdfifund.gov/Pages/Opportunity-Zones.aspx>

Yes  No

### C. PROPERTY OWNERSHIP

1. Who currently owns the property?

*E&P Rentals, LLC.*

*If you own the property, please respond to questions a through f below:*

a. How was the property acquired?

Tax Foreclosure  Donation  Eminent Domain  Bought it outright  Other  
(explain below)

b. When was the property acquired? Date:

c. Did you conduct All Appropriate Inquiry or an equivalent Phase I assessment prior to the purchase?

Yes  No

When/Date:

Who performed the All Appropriate Inquiry?

d. Describe your organization's relationship with all prior owners of the property and any familial, contractual, corporate, or financial relationships or affiliations that your organization may have had with the current or past owners or operators of the property.

e. Did disposal of any hazardous substances occur after you acquired the property?

Yes  No

f. Describe what you are doing to provide appropriate care to address hazardous substances that may be on the property.

2. Was your organization ever an owner, operator or lessee of the property?

Yes  No

3. Did your organization cause, contribute or arrange for the disposal of or releases of hazardous substances at the property in any way?

Yes  No



4. Describe the current owner's role in the assessment and cleanup of the property.

*E&P Rentals, LLC would like to have the property assessed to determine cleanup methods, if necessary.*

5. Will the current owner allow access to the property to conduct the assessments?

Yes  No

#### **D. SITES NOT ELIGIBLE FOR FUNDING**

1. Is the property listed (proposed for listing) on the CERCLA (Superfund) National Priorities List?

Yes  No

2. Is the property subject to a unilateral administrative order, court order, administrative order on consent, or judicial consent decree issued to or entered into by parties under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA)?

Yes  No

3. Is the property subject to the jurisdiction, custody, or control of the U.S. government?

Yes  No

*Note: If the answer is YES to any part of the above (D.1 – 3), the property is **not** eligible.*

#### **E. PARTICULAR CLASSES OF SITES ELIGIBLE FOR BROWNFIELDS FUNDING ONLY WITH PROPERTY-SPECIFIC DETERMINATIONS**

Certain properties cannot be approved without a "Property-Specific Determination." Please answer the following questions to the best of your knowledge:

1. Is the property subject to a planned or ongoing CERCLA removal action?

Yes  No

2. Has the property been the subject of a unilateral administrative order, court order, an administrative order on consent, or judicial consent decree, *or been issued a permit* by the U.S. or an authorized state under CERCLA, the Solid Waste Disposal Act (as amended by the Resource Conservation and Recovery Act (RCRA)), the Federal Water Pollution Control Act (FWPCA), the Toxic Substances Control Act (TSCA), or the Safe Drinking Water Act (SWDA)?

Yes  No

3. Is the property subject to corrective action orders under RCRA (sections 3004(u) or 3008(h)) and has there been a corrective action permit or order issued or modified to require corrective measures?  
 Yes  No
  
4. Is the property a land disposal unit that has filed a RCRA closure notification under subtitle C of RCRA and is subject to closure requirements specified in a closure plan or permit?  
 Yes  No
  
5. Has the property had a release of polychlorinated biphenyls (PCBs) and is subject to remediation under TSCA?  
 Yes  No
  
6. Has the property received funding for remediation from the Leaking Underground Storage Tank (LUST) Trust Fund?  
 Yes  No

*Note: If the answer is YES to any of the above (E. 1-6), a property-specific determination is required. EPA's approval of Property-Specific Determinations will be based on whether or not awarding a grant will protect human health and the environment and either promote economic development or enable the property to be used for parks, greenways, and similar recreational or nonprofit purposes. **Please contact your EPA Project Officer for additional information.***

<b>APPROVALS (EPA STAFF ONLY)</b>	Date of State Eligibility Determination Letter: Click here to enter a date.
<b>Site eligible for grant funding for site assessment activities:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	
Click here to enter text.	Click here to enter a date.
Project Officer	Date
Site ID Number Assigned: Click here to enter text.	

## RETAINER AGREEMENT

THIS RETAINER AGREEMENT ("Agreement") is between the West Virginia University College of Law Land Use and Sustainable Development Clinic ("LUSDC") and the County of Lewis, West Virginia ("Client"), on September 5, 2023. This Agreement establishes an attorney-client relationship solely between the LUSDC and Client.

### SCOPE OF THE AGREEMENT

1. If Client is not a business entity or has not yet formed a business entity at the time this Agreement is signed, then this Agreement is entered into between the LUSDC and the person signing.
2. If Client is a business entity, this Agreement does not establish an attorney-client relationship between the LUSDC and any of the owners, directors, officers, employees, or agents of Client.
3. Any legal services to be performed by the LUSDC on behalf of any owners, directors, officers, employees, or agents of Client, must be the subject of a separate retainer agreement. Representation can only occur if:
  - a. The representation is not adverse to the interests of Client as a business entity; and
  - b. Client consents to the representation. Consent must be given by:
    - i. An appropriate official of Client other than the individual who is to be represented, or
    - ii. The unanimous vote of the shareholders, members, directors, or owners of Client.
4. All previous retainer agreements executed between the LUSDC and the Client are no longer effective.

### AUTHORITY TO REPRESENT/SCOPE OF SERVICES

5. Client seeks representation and legal services and agrees to representation and legal services by the LUSDC, and the LUSDC agrees to represent and provide legal services ("Representation and Services") for Client in connection with drafting an update to the County of Lewis's 2014 Comprehensive Plan.
6. When the services are completed, the LUSDC shall invoice Client for payment. The amount of the invoice shall not exceed twenty thousand and seven hundred and sixty dollars (\$20,760.00). The amount of the invoice includes the optional service of facilitating one (1) additional open house with the public, one (1) youth online survey, one (1) training of the planning commission, and one (1) visitor online survey.
7. Client authorizes the LUSDC to take any steps which, in its discretion, are reasonably necessary or appropriate to protect Client's interests in this Matter.
8. Client authorizes student clinicians to work on and take the lead in investigating factual and legal issues, drafting documents, communicating with Client, in order to assist in this Matter. A licensed attorney or attorneys shall at all times supervise the law student or students working on this Matter. The licensed attorney's or attorneys' supervision shall be consistent with applicable law and rules of professional conduct.
9. The LUSDC agrees to take action as may be necessary, in the LUSDC's professional judgment, to further the interests of the Client in connection with this Matter. These actions include, but are

not limited to, legal advice, research, drafting documents for a transactional matter, on-site visits, and recording documents with the appropriate government agency. **At no point may the LUSDC represent the Client in litigation or take any action or participate in any action that moves this Matter, or any other matters that arise within the scope of representation, toward litigation.** The LUSDC's services to Client under this Agreement are limited to those that the LUSDC agrees to in paragraph five (5), or in a subsequent written amendment to this Agreement signed by both parties.

10. The LUSDC shall terminate the Representation and Services upon completion of this Matter or upon the failure to consummate this Agreement. Any further representation must be the subject of a new retainer agreement. If, in the absence of a new retainer agreement, the LUSDC provides further services, the terms of this Agreement will continue in effect.

#### **AUTHORITY TO BIND**

11. Client designates [REDACTED] ("Designated Representative") as the individual who has the legal power and authority to bind Client.
12. Client authorizes the LUSDC to rely upon the acts and directions of the Designated Representative as the binding acts and direction of Client.
13. Upon the termination or withdrawal of the Designated Representative's legal power and authority to bind Client, the Designated Representative shall provide written notice to the LUSDC of such termination or withdrawal. The LUSDC is entitled to rely upon the Designated Representative's legal power and authority to bind Client until actual receipt of such written notice.

#### **CLIENT INFORMATION**

14. Client agrees to promptly provide all information and documents, which are either requested or helpful to assisting with the Representation and Services, and to attend all scheduled meetings. Client further agrees to be active participants in the completion of the scope of work which may include, but is not limited to, assisting in the identification of stakeholders, gathering background information, and helping to publicize and organize any public meetings or public hearings.
15. Client consents to the release of all information regarding its legal issue(s) or legal matter(s), as related to the Representation and Services and this Matter, to all student clinicians and faculty supervisors of the LUSDC.

#### **TERMS OF PROPOSED REPRESENTATION**

16. Client may terminate the LUSDC's Representation and Services in this Matter for any reason by providing the LUSDC with written notice of termination. Should the Client elect to terminate this Agreement, it remains obligated to reimburse the LUSDC for any out-of-pocket expenses not already paid.
17. Client understands that the law allows the LUSDC to decline Representation and Services or to withdraw as counsel for Client and terminate Representation and Services in this Matter for any reason consistent with the West Virginia Rules of Professional Conduct by providing Client with

written notice of termination. Some examples of appropriate reasons for declining or terminating Representation and Services by the LUSDC include:

- a. The representation will result in violation of the West Virginia Rules of Professional Conduct or other law;
  - b. Withdrawal can be accomplished without material adverse effect on the interests of Client;
  - c. Client persists in a course of action involving the LUSDC's Representation and Services that the LUSDC reasonably believes is criminal or fraudulent;
  - d. Client has used the LUSDC's Representation and Services to perpetrate a crime or fraud;
  - e. Client insists upon taking action that the LUSDC considers repugnant or with which the LUSDC has a fundamental disagreement;
  - f. Client fails substantially to fulfill an obligation to or renders Representation and Services unreasonably difficult for the LUSDC and has been given reasonable warning that the LUSDC will withdraw unless the obligation is fulfilled;
  - g. The Representation and Services will result in an unreasonable financial burden on the LUSDC or, the LUSDC experiences a loss of funding, which jeopardizes continued operation of the LUSDC
18. Client understands that if this Matter is not closed by the time the student clinicians complete their LUSDC course, the LUSDC may transfer this Matter to another student clinician or attorney.
19. Client further understands that some delay in processing this Matter may occur during the summer months or during times of academic recess.
20. Client understands that there may be instances where meeting by way of telephonic or virtual means in accordance with West Virginia Open Meetings Laws is acceptable and preferable to LUSDC staff and student clinicians.
21. Client further understands that the LUSDC staff will have to drive considerable distances pursuant to this representation. In cases of inclement weather or potential inclement weather, Client understands that the LUSDC will err on the side of safety and will not travel whenever traveling may pose a safety risk to staff and/or students.
22. Client further understands that the LUSDC cannot guarantee that the services outlined in Section 5 of this agreement will be completed by a particular date. The LUSDC will proceed in this matter with due diligence but factors out of the control of the LUSDC may delay delivery of the final product(s), including, but not limited to, weather, client cooperation, the academic calendar, and the LUSDC workload with other clients.
23. Client understands that it may be helpful to the LUSDC and its student clinicians to make videotape or voice recordings ("Recordings") of some or all of Client's interviews to permit discussion of this Matter to the entire LUSDC staff. Client understands that any recordings of interviews will be used for educational purposes and Representation and Services only and that the recordings will not be made available to persons other than student clinicians and faculty in the LUSDC. Client does \_\_\_\_\_ /does not \_\_\_\_\_ consent to recordings. (Place initials of the executing representative in appropriate space.
24. Client authorizes the student clinicians and faculty of the LUSDC to investigate all facts relating to this Matter. Client specifically consents to the release by any person or agency of information or records relating to it or its history.

**OTHER PROVISIONS**

- 25. The LUSDC shall represent Client diligently, faithfully, and competently.
- 26. To minimize out-of-pocket costs, it may be necessary for Client to assist the LUSDC in gathering and sorting information for use in the LUSDC's Representation and Services for Client. In each instance, Client agrees to provide such assistance, on such schedule, as may be necessary.
- 27. This Agreement constitutes the entire agreement between the parties for legal Representation and Services relating to the above-described Matter, and it supersedes any and all prior or contemporaneous understandings or agreements.
- 28. This Agreement may be supplemented, modified, or amended only by mutual agreement of the parties. No supplement, modification, and/or amendment of this Agreement shall be binding unless it is in writing and signed by all parties.
- 29. If any provision of this Agreement is held invalid or unenforceable, its invalidity or unenforceability will not affect any other provisions of this Agreement, and this Agreement will be construed and enforced as if such provision had not been included.
- 30. This Agreement may be executed in several counterparts, each constituting a duplicate original, but all such counterparts constituting one and the same agreement.

**COUNTY OF LEWIS,  
WEST VIRGINIA**

**WEST VIRGINIA UNIVERSITY  
COLLEGE OF LAW, LAND USE AND  
SUSTAINABLE DEVELOPMENT CLINIC**

\_\_\_\_\_  
Designated Representative

\_\_\_\_\_  
Katherine Garvey  
Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

IN THE MATTER OF THE CREATION OF A LEWIS PLANNING COMMISSION

(AMENDED September 12, 2023):

Now this the 10 day of October, 2010 came on for hearing the matter of establishing a Planning Commission for Lewis County, West Virginia, at which it is proposed to include all of the land lying within Lewis County, West Virginia in the planning area.

For the testimony and evidence presented and matters and things appearing before the Commission, the Commission does find that such a Planning Commission is needed for the purpose of development and planning of Lewis County.

WHEREFORE, premises considered, pursuant to the authority vested in the Commission by WV Code §8A-2-1, it is hereby ordered, adjudged and decreed that a Lewis County Planning Commission be created and that the area of planning shall include all of the lands lying within said county, and said commission shall have 8 members, subject to later revision. Said commission is hereby empowered to carry out all the purposes and objectives contained in WV Code §8A-2, and said commission shall be known as the Lewis County Planning Commission.

AMDENDED this 1st day of August 2023 to reflect the actual number of members; originally approved by Lewis County Commission on the 10<sup>th</sup> day of October 2010.

---

Agnes Queen, President

---

Rod Wyman, Commissioner

---

Bobby Stewart, Commissioner

---

ATTEST: Cynthia S. Rowan, County Clerk



August 3, 2023

**CIVIL & ENVIRONMENTAL CONSULTANTS INC.**

120 Genesis Boulevard  
Bridgeport, WV 26330  
Phone: 304.844.1489  
[bhedrick@cecinc.com](mailto:bhedrick@cecinc.com)

ATTENTION: Ms. Brittany Hedrick  
Project Manager

REFERENCE: 355 US Highway 19, Weston, West Virginia 26452  
Hazardous Materials Inspection – Technical Discussion and Cost Proposal

Ms. Hedrick:

**BOGGS ENVIRONMENTAL CONSULTANTS, INC. (BEC)** is pleased to present our technical discussion and cost proposal to conduct hazardous materials inspections within the warehouse, cutting house, maintenance shed located 355 US Highway 19, Weston, West Virginia 26452 that is scheduled to undergo demolition.

**TASK I ASBESTOS SURVEY**

BEC shall conduct comprehensive inspection of the structures, for the presence of asbestos-containing building construction materials. BEC shall identify the location, quantity, asbestiform type, and condition of any asbestos containing materials. BEC shall conduct the asbestos inspections as follows:

1. US EPA/State of West Virginia licensed asbestos inspectors and all necessary sampling equipment to perform building survey(s) to determine the presence of asbestos-containing building and insulating materials.
2. Asbestos inspectors will observe practices/procedures and directives to ensure compliance with the United States Environmental Protection Agency (US EPA) “National Emissions Standard for Hazardous Air Pollutants” (NESHAP). Specifically, US EPA NESHAP regulations require an inspection for the presence of ACBMs, prior commencement of any renovation and/or demolition work (40 CFR Part 61, Subpart M- Asbestos).
3. BEC staff shall interview the project principals to become familiar with the building layout and mechanical systems.
4. BEC staff shall review existing drawings and specifications for original construction and renovation information regarding the installation of suspect asbestos-containing materials (If Available).
5. BEC staff shall review architectural floor plans (If Available) and note all rooms located at the building on logsheets.
6. BEC staff shall enter each room that does not visually present dangerous structural conditions and inspect all accessible areas for the presence of suspect asbestos-containing materials (ACBMs). The suspect ACBMs shall be classified into Homogeneous Area (HA) sampling categories. A homogeneous area is defined as “...building construction materials that are similar in color, consistency, texture, and appearance of similar application/installation time period” per US EPA regulations. BEC staff shall, based upon onsite visual inspection, classify suspect asbestos-containing materials into one of the three HA sampling categories listed hereunder:

**Surfacing Materials** –all similar surfacing materials.

**Thermal Insulation Materials** –consisting of insulation on a single thermal system component (e.g., hot versus cold water lines) with insulation material of the same color, consistency, texture, and appearance of similar application/installation time frame.



CIVIL & ENVIRONMENTAL CONSULTANTS INC.  
355 US Highway 19, Weston, West Virginia 26452  
Hazardous Materials Inspection – Technical Discussion and Cost Proposal  
August 3, 2023  
Page Two

**TASK I ASBESTOS SURVEY**

Homogeneous Area (continued)

**Miscellaneous Materials** –all similar miscellaneous materials.

7. BEC staff shall estimate quantities of all observed HAs present at the room.
8. BEC staff shall complete remaining sections of the “Asbestos Inspection Bulk Sampling Logsheet” and note any additional pertinent information at the “Asbestos Inspection- Observation Report”.
9. BEC staff shall annotate architectural floor plans drawings with the following information:
  - HAs
  - Bulk Sample Number
  - Bulk Sample Location
10. BEC, unless otherwise advised under a separate scope of work, will not be responsible for patching and/or repair of roofing materials and/or any building construction materials that will require disturbance to satisfy this scope of work. BEC advises, sampling of the roofline is not within this scope of work.
11. BEC shall, pursuant to the field walk survey and bulk sample collection activities, submit bulk samples to a US EPA accredited laboratory to undergo Polarized Light Microscopy with Dispersion Staining (PLM/DS) analysis in accordance with the “Method for the Determination of Asbestos in Bulk Building Materials” (U.S.E.P.A. Method 600/R-93/116, July 1993).

**TASK II ENVIRONMENTAL TESTING – WASTESTREAM CHARACTERIZATION**

(BEC) shall conduct representative sampling of the anticipated demolition waste stream associated with the demolition project planned. BEC will ensure a bulk sample is collected representative of all building components scheduled for removal are collected to form one composite sample. Following collection of the composite sample, BEC will submit the composite bulk samples to a US EPA-accredited laboratory to undergo Toxic Characteristic Leachate Procedure (TCLP) analysis to reveal appropriate disposal requirement; general construction debris versus lead-containing hazardous waste

**TASK III MERCURY/PCBS & OTHER HAZARDOUS MATERIALS**

BEC shall conduct a survey for the presence of dielectric fluid storage vessels (e.g., contact switches, ballast, etc.), electrical lighting fixtures, fluorescent light tubes (lamps), mercury, petroleum products, hydraulic fluids, water treatment chemicals, and any other miscellaneous supplies that may contain hazardous materials within the structure. BEC will photograph locations and provide quantities and note manufacturer’s information.

**CIVIL & ENVIRONMENTAL CONSULTANTS INC.**  
 355 US Highway 19, Weston, West Virginia 26452  
 Hazardous Materials Inspection – Technical Discussion and Cost Proposal  
 August 3, 2023  
 Page Three

<b>COST PROPOSAL</b>
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**TASK I ASBESTOS SURVEY**

Professional Labor Fees:

Site Inspection/Survey:

US EPA/AHERA State of West Virginia Asbestos Inspectors	\$ 2,300.00
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Analytical Charges:

Polarized Light Microscopy/Dispersion Staining – Asbestos (5 Day TAT)

Eighty (80) PLM/DS Analyses @ \$ 10.00/each	\$ 800.00
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\* BEC advises, based upon US EPA asbestos analytical regulations, the laboratory analyst has the sole discretion/responsibility in determining whether the bulk sample is composed of one or multiple construction materials are present in a bulk sample. As such, one bulk sample may generate multiple analytical charges. BEC has estimated 80 separate and distinct PLM/DS analyses will be required however, should the total number of analyses, exceed 80 PLM/DS analyses, BEC will invoice for each additional analysis at \$10.00 for samples on a 5 Day TAT. BEC will only invoice for samples collected and analyzed by the lab.

Final Technical Report:

Senior Project Manager	\$ 400.00
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**TASK II ENVIRONMENTAL TESTING – WASTESTREAM CHARACTERIZATION**

Professional Labor Fees:

Collection and homogenization of anticipated comprehensive waste stream	\$ 100.00
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Analytical Charges:

Composite waste stream TCLP analysis	\$ 200.00
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Final Technical Report:

Senior Project Manager	\$ 100.00
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**TASK III MERCURY/PCBS & OTHER HAZARDOUS MATERIALS**

Professional Labor Fees:

Site Inspection/Survey	\$ 750.00
------------------------	-----------

Final Technical Report:

Senior Project Manager	\$ 300.00
------------------------	-----------

<b>Total Project Cost (Not to Exceed)</b>	<b>\$ 4,950.00</b>
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CIVIL & ENVIRONMENTAL CONSULTANTS INC.  
355 US Highway 19, Weston, West Virginia 26452  
Hazardous Materials Inspection – Technical Discussion and Cost Proposal  
August 3, 2023  
Page Four

**STANDARD TERMS & CONDITIONS**

TERMS – NET AMOUNT DUE WITHIN 30 DAYS OF RECEIPT OF INVOICE

ALL UNPAID INVOICES OVER 10 DAYS AGED WILL BE ASSESSED

A LATE FEE OF 2% OF OUTSTANDING BALANCE ACCRUED MONTHLY UNTIL PAID IN FULL

THIS PROPOSAL IS VALID FOR 90 DAYS

**BEC PROFESSIONAL SERVICE AGREEMENT**

BEC requests certification of acceptance of our Technical & Cost Proposal including our Standard Terms & Conditions by completing in full the signatory section provided below. BEC shall not incur additional fees or charges without prior written authorization from the client. The executed Professional Services Agreement shall serve as an immediate notice to proceed with performance of the scope of work.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

Should you have any questions, contact our office at your earliest convenience. Please signify your acceptance of our proposal by signing on the following page.

**BOGGS ENVIRONMENTAL CONSULTANTS, INC.**



Richard Robinson  
President



# Lewis - Gilmer E-911

James W. Gum, Director

TTY -- Phone: (304) 269-8243 • Fax: (304) 269-8203 • Email: LCE911@LCE-911.com


201 Orchard Street • Weston, WV 26452

To: Commission

Ref: resignation

From: James W. Gum

On Wednesday night Keith called me at home and told me that Ryan Carson was quitting, wanted to give a 2 weeks notice, I told him notice not needed. To have Mr. Carson provide a final timesheet, resignation, and turn in his entry card and books. I received a timesheet but no resignation letter. His last day was August 28 which he called in sick.



James W. Gum, Director  
Lewis-Gilmer E-911

9-6-23