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
Bobby Stewart, Commissioner
Chad Westfall, Commissioner

LEWIS COUNTY COMMISSION
110 CENTER AVENUE, 2ND FLOOR
WESTON, WV 26452
AMENDED AGENDA
TUESDAY, OCTOBER 6, 2026

SILENT MEDITATION AND PLEDGE OF ALLEGIANCE

1. **10:00 AM** **Call Meeting to Order** *(action required)*
2. **10:00 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

10:05 AM **Hope Inc.:** Domestic Violence Awareness Month Proclamation *(action required)*

CORRESPONDENCE

3. **Upshur County Commission Meeting Agenda:** The October 1, 2026 Upshur County Commission meeting agenda is presented for review. *(information only)*
4. **Frontier Communications:** Informational letter regarding changes to Frontier Communications services on or after November 30, 2026. (*information only)*
5. **Public Service Commission of West Virginia:** A letter regarding the receipt of the Lewis County Commission's protest letter for the Valley Link Transmission Project is presented for review. (*information only)*
6. **Agreement For Professional Services:** An agreement for pre-demolition asbestos inspection and testing services by the Allegheny Global Environmental Inc. (AGE) is presented to the Commission for review. Flood Relief. (*information only)*
7. **Board(s) and Committee(s) Reports:** Commissioners will give reports on any board(s) or committee(s) meeting attended including: Long Term Flood Recovery, Hometown Wellness Ribbon-Cutting, Ireland Community Meeting, Conservation Meeting, National Association of Counties, Governor's press conference, State Health Advisory Board, etc. (*information only)*

BUSINESS

8. **Bid Opening for Senior Center Renovation:** The Commission will open and consider bids for the Senior Center renovation. *(action required)*
9. **Bid Opening for Emergency Medical Services Renovation:** The Commission will open and consider bids for the Emergency Medical Services renovation. *(action required)*
10. **2026 Standard IRS Mileage Rates:** The Lewis County Commission will consider adopting an adjustment to the 2026 Standard IRS Mileage Rates. Upon approval, this would increase mileage reimbursement from 72.5 cents per mile to 76 cents per mile, effective October 1, 2026. *(action required)*
11. **Lewis County Planning Commission:** The Lewis County Planning Commission presents the Lewis County Comprehensive Plan for the Commission's consideration. *(action required)*
12. **SDR, Southern Disaster Recovery LLC:** An Additional Line Item Quote is presented to the Lewis County Commission for consideration. *(action required)*
13. **Lewis County Administrator:** Tina Helmick requests approval to advertise for bids for abatement. *(action required)*
14. **Lewis County Clerk:** Becky Carder requests approval for the temporary polling location change for Precinct 9 (Board of Education Building) and Precinct 10 (RLBMS Vocational Building). Both precincts will temporarily be moved to the Weston Volunteer Fire Department for the upcoming November 3, 2026 General Election due to flooding. *(action required)*
15. **Time Sheets, Leave Requests and Annual Leave Transfers:** Tina Helmick, Time Sheet; Amber Kelly, Rick Stout, Joey Blake, Leave Requests. *(action required)*

ACTIONS, ESTATE SETTLEMENTS, ORDERS AND PAYMENT OF EXPENDITURES:

16. **Actions of the Clerk:** County Clerk Becky Carder presents actions of the clerk in recess of 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)*
17. **Approval of Estates:** County Clerk Becky Carder 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)*
18. **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)*
19. **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:

20. **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 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

11:00 AM Work Session with Robert Kuhn

Upshur County Commission
Meeting Agenda

Agenda packets are available electronically at http://www.upshurcounty.org/agenda_and_minutes/index.php or by request to the Upshur County Commission Office at 304-472-0535.

Location:	Upshur County Courthouse Annex If you prefer to participate by telephone, please dial 1-408-650-3123 Access Code: 272 564 045 to enter the conference call.
Date of Meeting:	October 1, 2026
9:00 a.m.	Moment of Silent Meditation --- Pledge of Allegiance Approval of Minutes: • September 24, 2026
9:30 a.m.	Upshur County CEOS – Presentation of Proclamation declaring October 2026 as Breast Cancer Awareness month in Upshur County. * Page 4

Items for Discussion / Action / Approval:

1. Consider publishing a Request for Proposals for Veterinarian Services at the Lewis-Upshur Animal Control Facility, commencing January 2027. Upon approval, submissions will be due November 4, 2026. * Pages 5-12
2. Appoint Election Officials and Alternates, as appointed by the County Clerk, for the November 3, 2026 General Election. * Pages 13-17
3. Order Establishing Program to Permit a Student or Students to be Appointed as an Election Official Pursuant to House Bill 4865 and West Virginia Code §3-1-28. * Pages 18-20
4. Correspondence from Carol J. Smith, County Clerk, requesting the hiring of temporary election workers beginning on or around October 5, 2026, and ending on or around November 10, 2026. * Page 21
5. Correspondence from Tabatha R. Perry, County Administrator, requesting the employment of Derek Heflin as Youth Camp Facility Caretaker, effective October 19, 2026. *
   Item may lead to Executive Session per WV Code §6-9A-4 (A) *Under Separate Cover*
6. Consider Family Medical Leave Act request from an employee. *
   Item may lead to Executive Session per WV Code §6-9A-4 (A) *Under Separate Cover*
7. Consider approving an Application for Donated Leave Request. *
   Item may lead to Executive Session per WV Code §6-9A-4 (A) *Under Separate Cover*
8. Approve Invoices for Payment, Purchase Card Invoices for Payment, Budget Revisions / Financial Reports or Information, Correction of Erroneous Assessments, Exonerations/Refunds, Grant Updates / Requests for Reimbursements, Final Settlements, Vacation Orders, Consolidation of Land Tracts, Facility Maintenance Concerns or Updates, Road Name Requests, Project Reports / Updates, Request to Attend Meetings, Request for Day(s) Off.

For Your Information:
(Certain Items May Require Discussion, Action and/or Approval by the Commission)

1. Press release from the West Virginia Emergency Management Division on September 22, 2026 announcing Reopening of FY2026 Homeland Security Grant Program Application Period. Letter of Intent to apply, dated September 29, 2026. Pages 22-24

2. Request for Approval of Noncompetitive Procurement of FieldTurf for the John C Allen HUB. Pages 25-26

3. Financial Statement for the City of Buckhannon fiscal year ending June 30, 2026 as required by WV Code §8-13-23(e). Pages 27-43

4. Upshur County Sheriff's Financial Statement for period ending August 31, 2026. Pages 44-45

5. Upshur County E911 Communication Reports – August, 2026.
   - Monthly Department Summary Report
   - Monthly Wrecker Report
   - YTD Wrecker Report

   Under Separate Cover

6. Freedom of Information Act request and fulfillment from (a) Rosnick Law, PLLC and (b) TTEE PMRB Haven Trust. Pages 46-47

7. Public Notices:
   a) Newsletters and/or Event Notifications:
      - Breast Cancer Awareness Day — October 12, 2026 — Page 48

   b) Agendas and/or Notice of Meetings:
      - Council of the City of Buckhannon — October 1, 2026 — Page 49
      - Elkins Road Public Service District — October 6, 2026 — Page 50

   c) Meeting Minutes:
      - Upshur County Parks and Recreation — February 17, 2026 — Pages 51-52

   ***Dates and times of monthly board meetings are viewable at:**
   www.upshurcounty.org -- Upcoming events are listed on the main page.

8. Appointments Needed or Upcoming:

   - Mountaineer Trail Network:
     - immediate vacancy through June 30, 2028 to fill an unexpired term as landowner.
   - Upshur County Safe Structures and Sites: immediate vacancy through June 30, 2028 (General Public/Community)

****If you are interested in serving on an Upshur County board, please submit your letter of interest to the Commission Office at 91 W. Main St., Suite 101, Buckhannon, WV 26201 or tperry@upshurcounty.org. Upcoming term expirations are listed in this section of the agenda; however, letters of interest can be submitted at any time. Letters of interest for boards that do not currently have a vacancy will be held until a vacancy occurs. Please note that submitting a letter of interest does not guarantee appointment. ****

Newsletters and/or Event Notifications, Agendas and/or Notices of Meetings, Meeting Minutes and Scheduled Meetings can all be found by visiting: http://www.upshurcounty.org/agenda_and_minutes/index.php

Tabled Items
(Certain Items May Require Discussion, Action and/or Approval by the Commission)

September 24, 2026 - Review and approval of Perimeter Software Service Agreement effective August 26, 2026 at the cost of $9,000 for a year.

September 24, 2026 - Consider appointing the initial Board of members of the John C Allen Hub Foundation, Inc. which shall consist of no fewer than five nor more than fifteen persons.

Next Regular Meeting of the Upshur County Commission
October 8, 2026 — 9:00 a.m.
Upshur County Courthouse Annex

FRONTIER
A Verizon Company

600 Hidden Ridge
Irving, TX 75038

September 8, 2026

L2-********AUTO**5-DIGIT 26405 T498 P1 PAL 12 93840
LEWIS COUNTY COMMISSION
110 CENTER AVE
WESTON, WV 26452-1964

Telephone Number: 304-884-2474

Important Information About Your Communications Network

Dear LEWIS COUNTY COMMISSION,

This letter is informational only, and requires no customer action at this time.

We're pleased to inform you about updates to certain traditional copper-based and time-division multiplexing (TDM) services for certain customers in New York, Pennsylvania, Connecticut, California, Illinois and West Virginia to enable access to newer service options that offer faster speeds and more consistent performance.

As part of our transition to more advanced technologies, services will be delivered using modern fiber, wireless or cable technology where available.

What's Changing and When

On or after **November 30, 2026**, subject to Federal Communications Commission (FCC) approval, Frontier will have authority to discontinue traditional copper-based phone service.

What This Means for You

You don't need to take action right now, and there's no change or interruption to your service at this time. We'll contact you with next steps to ensure a seamless transition. Meanwhile, if you have questions, please visit us at frontier.com/businesscopper.

If your service will be discontinued, you will receive advance notice by letter with your specific disconnection date. Again, there is no change or interruption to your service today and you don't need to take any action at this time.

Services Affected

The following copper-based and TDM services and related ancillary services are affected:

- B1 (Business One-Line) - copper-based dial tone phone service.
- ISDN BRI - a 128 kbps service typically provisioned with 2 B channels plus 1 D channel.
- PBX Trunks - telephone lines that connect a private phone system to the public network for inbound and outbound calls.
- Foreign Exchange (FX) Service - a service providing a customer with a connection to a switch located outside the exchange area in which the customer's premises are located.
- Payphone - a service providing connectivity to a customer-provided payphone.
- Key System - a basic telephone system with shared lines and manual call handling, typically used by smaller organizations.

- Modern cell phones can go without a charge for more than 24 hours when kept in standby mode.
- For longer outages, cell phones can be recharged in a car, with a laptop, or with a charged power bank, which is inexpensive, typically starting at approximately $20, and available online and at various retail stores.
- Cell phones will not operate without backup power in the event of an extended power outage. In that situation, you will not be able to make or receive calls, including emergency 911 calls, unless you recharge the phone with a backup battery.
- Since wireless phones are mobile, they are not associated with one fixed location or address. If you make an emergency 911 call with your mobile phone, you should provide the emergency operator the location of your emergency and your wireless phone number, so if the call gets disconnected, the operator can call you back. Additional information is available on the FCC's website. (https://www.fcc.gov/consumers/guides/wireless-911-service)

Interconnected VoIP Services

If your power is out or your internet connection is down, be aware that your VoIP service may not work. Consider obtaining or installing a backup power supply.

Steps to take to ensure safe usage and security responsibilities:

- Portable interconnected Voice over Internet Protocol (VoIP) services can be used from virtually any internet connection anywhere; however, VoIP 911 calls may not connect to the 911 call center serving your current location.
- VoIP customers may need to provide location or other information to their VoIP providers, and update this information each time they change locations for their VoIP 911 service to function properly.
- VoIP service may not work during a power outage or when the internet connection fails or becomes overloaded. Additional information is available on the FCC's website (https://www.fcc.gov/consumers/guides/voip-and-911-service).

Attachment A2 - Additional Information for Facilities-Based Phone Service From A Provider Other Than Verizon

Cable or Fiber Phone Service

Phone devices may require batteries, wired power, or both.

- Actual battery life may vary depending on network conditions, features in use, call frequency, and usage patterns.
- Please review all documentation from your device manufacturer and service provider.

Important Notes:

- Voice service delivered over fiber or cable does not supply power through the phone line.
- If the device has no electrical power or battery power, it will not function, including for 911 emergency calls.

State	Legal Entity
	Frontier Communications of Lakewood, LLC
	Frontier Communications of Oswayo River, LLC
	Commonwealth Telephone Company LLC d/b/a Frontier Communications Commonwealth Telephone Company
	Citizens Telecommunications Company of New York, Inc. d/b/a Frontier Communications of New York
California	Frontier California Inc.
	Citizens Telecommunications Company of California Inc.
	Frontier Communications of the Southwest Inc.
Connecticut	The Southern New England Telephone Company d/b/a Frontier Communications of Connecticut.
Illinois	Frontier North Inc.
	Frontier Communications of the Carolinas LLC
	Citizens Telecommunications Company of Illinois d/b/a Frontier Citizens Communications of Illinois
	Frontier Communications of Depue, Inc.
	Frontier Communications of Illinois, Inc.
	Frontier Communications of Lakeside, Inc.
	Frontier Communications of Mt. Pulaski, Inc.
	Frontier Communications of Orion, Inc.
	Frontier Communications - Midland, Inc.
	Frontier Communications - Prairie, Inc.
	Frontier Communications - Schuyler, Inc.
West Virginia	Frontier West Virginia Inc.
	Citizens Telecommunications Company of West Virginia d/b/a Frontier Communications of West Virginia Inc.

The address is Frontier Communications Holdings LLC, 1 Verizon Way, Legal Department, Basking Ridge NJ 07920

FCC Notice

The following notice applies to the services in this notification, is required by the Federal Communications Commission ("FCC" or "Commission"), and is applicable to the communications services listed in this letter:

The FCC will normally authorize this proposed discontinuance of service (or reduction or impairment) unless it is shown that customers would be unable to receive service or a reasonable substitute from another carrier or that the public convenience and necessity is otherwise adversely affected. If you wish to object, you should file your comments as soon as possible, but no later than 15 days after the Commission releases public notice of the proposed discontinuance. You may file your comments electronically through the FCC's Electronic Comment Filing System using the docket number established

in the Commission's public notice for this proceeding, or you may address them to the Federal Communications Commission, Wireline Competition Bureau, Competition Policy Division, Washington, DC 20554, and include in your comments a reference to the § 63.71 Application of Citizens Telecommunications Company of New York, Inc. d/b/a Frontier Communications of New York; Frontier Telephone of Rochester, Inc.; Frontier Communications of New York, Inc.; Frontier Communications of AuSable Valley, Inc.; Frontier Communications of Seneca-Gorham, Inc.; Frontier Communications of Sylvan Lake, Inc.; Ogden Telephone Company d/b/a Frontier Ogden Telephone Company; Frontier Communications of Pennsylvania, LLC; Frontier Communications of Breezewood, LLC; Frontier Communications of Canton, LLC; Frontier Communications of Lakewood, LLC; Frontier Communications of Oswayo River, LLC; Commonwealth Telephone Company LLC d/b/a Frontier Communications Commonwealth Telephone Company; Frontier California Inc.; Citizens Telecommunications Company of California Inc.; Frontier Communications of the Southwest Inc.; The Southern New England Telephone Company d/b/a Frontier Communications of Connecticut; Frontier North Inc.; Frontier Communications of the Carolinas LLC; Citizens Telecommunications Company of Illinois; Frontier Communications of Depue, Inc.; Frontier Communications of Illinois, Inc.; Frontier Communications of Lakeside, Inc.; Frontier Communications of Mt. Pulaski, Inc.; Frontier Communications of Orion, Inc.; Frontier Communications - Midland, Inc.; Frontier Communications - Prairie, Inc.; Frontier Communications - Schuyler, Inc.; Frontier West Virginia Inc.; Citizens Telecommunications Company of West Virginia d/b/a Frontier Communications of West Virginia; Verizon New York Inc.; Verizon Pennsylvania LLC; Verizon North LLC; Verizon Maryland LLC; Verizon New England Inc.; Verizon Washington, DC Inc.; Frontier Communications of Michigan, Inc.; Frontier Midstates Inc. , all Verizon companies. Comments should include specific information about the impact of this proposed discontinuance (or reduction or impairment) upon you or your company, including any inability to acquire reasonable substitute service.

Attachment A - Additional Information for Voice Services

Voice Services Over the Wireless Network

These devices include battery backup capability.

- Under typical conditions for current solutions, the battery provides up to 24 hours of backup power during a power outage.
- Actual battery life may vary depending on network conditions, features in use, call frequency, usage patterns.

Important Notes:

- The device does not provide line power to your telephones.
- Different models may include either a rechargeable battery or replaceable AA batteries.
- Replacement batteries are widely available.
- If the device has no electrical power or battery power, it will not function, including for 911 emergency calls.

Steps to take to ensure safe usage and security responsibilities:

- You must enter the US address where you want emergency services to be sent if you call 911, before voice service can be activated. If you move your equipment, you must update your service address with us immediately.
- You are responsible for obtaining and maintaining a backup battery or rechargeable batteries for your equipment, to ensure service continuity.
- To ensure service during an outage, a charged battery must be installed.
- The device must be properly connected to power when not in use.

Business Digital Voice (a Frontier fiber-based service)

These devices include battery backup capability.

- Under typical conditions for current solutions, fully charged batteries in the battery backup unit provide 24 hours of backup power during a power outage.
- Actual battery life may vary depending on network conditions, features in use, call frequency, usage patterns.
- Replacement batteries are widely available: the backup battery unit uses 12 D cell batteries.

Important Notes:

- Unlimited Digital Voice service is delivered over fiber and does not supply power through the phone line.
- Battery backup units are provided to eligible business locations where service is migrated from a copper-based phone service, providing up to 24 hours of backup power during power outages.
- If the device has no electrical power or battery power, it will not function, including for 911 emergency calls.

Steps to take to ensure safe usage and security responsibilities:

- To maintain power during a power outage, you will need a battery backup unit. This allows you to continue making and receiving calls, including emergency and 911 calls.
- If you move you must update your service address with us immediately.
- You are responsible for obtaining and maintaining a backup battery and rechargeable batteries for your equipment to ensure service continuity.
- To ensure service during an outage charged batteries must be installed.
- You are responsible for obtaining replacement "D" cell batteries for continued use during an extended power outage.
- The device must be properly connected to power when not in use.

Landline Phones and Power Requirements

Some phones - especially cordless models - require electricity to operate.

- If your phone requires external power, it will not work during a power outage, even if your service has battery backup.
- This includes the ability to make or receive 911 calls.

For maximum reliability during power outages, consider using a corded phone that does not require external power.

Mobile Wireless Services

Verizon mobile wireless voice service does not provide line power to keep it operational during an extended electrical power outage, beyond a single charge of the mobile phone battery. However, Verizon's mobile wireless service does not require a backup battery to remain operational during electric power outages of several hours or less.

Steps to take to ensure safe usage and security responsibilities:

- To maintain phone service during these times, you will have to arrange for an alternative source of electrical power for your Verizon mobile phone.

Your Options

When it's time to make a change, you'll have several options – including moving to a modern solution that:

- Lets you keep your current phone number
- Supports essential services like 911, and many legacy alarm systems and faxes
- Delivers a reliable, modern service

If your services are discontinued you will have at least one fiber, wireless or cable option available. Many customers will be able to choose modern Verizon voice service over wireless or fiber.

Additional Information

- Frontier's fiber network services are not affected and will continue without interruption.
- This letter shall serve as notice that all affected services subject to automatic-renewal are not being renewed. After the end of the existing term, we will continue to provide service on a month-to-month basis until the discontinuance date, at our then current month-to-month pricing.
- All changes are subject to any applicable contractual obligations and regulatory approvals.
- If you've already received a different disconnection notice with an earlier date, that date will still apply.
- For existing federal, state, and local government agencies and educational institutions, modifications to service offerings will continue to be subject to the terms of their contract, the tariff, or product guide as applicable.

Thank you for being a Frontier customer. We're committed to making this transition as simple and smooth as possible.

Sincerely

Frontier, a Verizon Company

On behalf of:

State	Legal Entity
New York	Citizens Telecommunications Company of New York, Inc. d/b/a Frontier Communications of New York
	Frontier Telephone of Rochester, Inc.
	Frontier Communications of New York, Inc.
	Frontier Communications of AuSable Valley, Inc.
	Frontier Communications of Seneca-Gorham, Inc.
	Frontier Communications of Sylvan Lake, Inc.
	Ogden Telephone Company d/b/a Frontier Ogden Telephone Company.
Pennsylvania	Frontier Communications of Pennsylvania, LLC
	Frontier Communications of Breezewood, LLC
	Frontier Communications of Canton, LLC

Steps to take to ensure safe usage and security responsibilities:

- To maintain power during a power outage, you will need a battery backup, if available for your device, and the backup must be installed. You are responsible for obtaining any such option, if available.
- If you move you must update your service address with your service provider immediately.
- Read the FCC's 911 tips, available here: https://www.fcc.gov/emergency.

Landline Phones and Power Requirements

Some phones - especially cordless models - require electricity to operate.

- If your phone requires external power, it will not work during a power outage, even if your service has battery backup.
- This includes the ability to make or receive 911 calls.

For maximum reliability during power outages, consider using a corded phone that does not require external power.

Interconnected VoIP Services

If your power is out or your internet connection is down, be aware that your VoIP service may not work. Consider installing a backup power supply or having a wireless phone as a backup.

Steps to take to ensure safe usage and security responsibilities:

- Portable interconnected Voice over Internet Protocol (VoIP) services can be used from virtually any internet connection anywhere; however, VoIP 911 calls may not connect to the 911 call center serving your current location.
- VoIP customers may need to provide location or other information to their VoIP providers and update this information each time they change locations for their VoIP 911 service to function properly.

VoIP service may not work during a power outage or when the internet connection fails or becomes overloaded. Additional information is available on the FCC's website (https://www.fcc.gov/consumers/guides/voip-and-911-service).

Public Service Commission of West Virginia

201 Brooks Street, P.O. Box 812
Charleston, West Virginia 25323

Phone: (304) 340-0300
Fax: (304) 340-0325

September 23, 2026

Lewis County Commission
110 Center Avenue
Weston, West Virginia 26452

RE: FP Valley Link 26A
Valley Link Transmission Project

Honorable Commissioners:

This office is in receipt of your protest letter, which will be entered on the docket and lodged in the informal case that has been established to accept all protest filings pending receipt of the formal case. The informal case number is FP Valley Link 26A, should you wish to follow all protests that are received.

You may view all protests filed in the informal cases from our website www.psc.state.wv.us – on the left hand column, select *Case Information*, then select *Case*, then search by "case" by entering only the case numbers in the blank field next to the word "contains", i.e. FP Valley Link 26A, then click display. Selecting "*comments*" at the top far right-hand side will produce an activity listing, brief description and a link to view all protests filed.

Documents submitted to the Public Service Commission of West Virginia may be 1) uploaded to its public website, 2) subject to public disclosure under the West Virginia Freedom of Information Act, and/or 3) subject to disclosure under the West Virginia Open Governmental Proceedings Act. Do not submit personal information with your filings. The Commission is not responsible for confidential or personal information included with your submission. A list of personal information is available here: http://www.psc.state.wv.us/Privacy_Policy/WhatisPII.htm

I appreciate the time and effort you took to relay your opinion regarding this proceeding. Thank you for the opportunity to be of assistance in this matter.

Sincerely,

Karen Buckley

Karen Buckley
Executive Secretary

KB/mv

AGREEMENT FOR PROFESSIONAL SERVICES
Pre-Demolition Asbestos Inspection and Testing Services
Lewis County Commission and Allegheny Global Environmental, Inc.

This Agreement for Professional Services ("Agreement") is entered into this 9th day of September, 2026, by and between:

LEWIS COUNTY COMMISSION, a political subdivision of the State of West Virginia, with principal offices at 110 Center Avenue, Weston, WV 26452 ("County" or "Commission"), and

ALLEGHENY GLOBAL ENVIRONMENTAL, INC. ("AGE" or "Contractor" or "Global"), a Pennsylvania corporation, WBE/DBE, with principal offices at 37 West Main Street, Carnegie, PA 15106. County and Contractor are collectively referred to as the "Parties."

RECITALS

WHEREAS, the Lewis County Commission issued an Expedited Request for Qualifications and Quote (RFQ) for Flood-Damaged Residential Inspection, Testing, Abatement and Mitigation Services Prior to Demolition related to the July 21, 2026 flooding disaster (Disaster Event); and

WHEREAS, AGE submitted Proposal # CB-26-454 dated September 2, 2026, in response to said RFQ for pre-demolition asbestos inspections of flood damaged homes at a not-to-exceed price of $575.00 per house; and

WHEREAS, AGE will provide a letter for homes that have already been demolished at a rate of $100 for up to five homes + $20 each additional home that has already been demolished where the material is on-site.

WHEREAS, the County desires to engage AGE solely for asbestos inspection and testing services (Phase A of RFQ), and expressly NOT for abatement, mitigation, removal, transportation or disposal services; and

WHEREAS, the Parties wish to memorialize the terms and conditions under which Contractor will perform such inspection services.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the Parties agree as follows:

1. INCORPORATION OF RFQ AND PROPOSAL

1.1 The RFQ and AGE Proposal # CB-26-454 are incorporated by reference. In the event of conflict, this Agreement controls, followed by the RFQ, then the Proposal. AGE's standard Terms and Conditions attached to its Proposal are superseded by this Agreement to the extent they conflict with federal procurement requirements, West Virginia law, or this Agreement's express terms. In particular, any provision purporting to limit liability to the fee paid, to require indemnification by County, to require Pennsylvania venue, or to impose a one-year limitation period is void as contrary to public procurement requirements.

1.2 County is entering into this contract under expedited/emergency procurement procedures due to the July 21, 2026 flood, as described in Section 11 of the RFQ.

2. SCOPE OF SERVICES - INSPECTION ONLY - NO ABATEMENT

2.1 Contractor shall provide pre-demolition asbestos inspection and testing services for flood-damaged residential structures designated by the County. The current estimate is 25 to 35 homes, but actual number may increase or decrease. County makes no guarantee of minimum or maximum quantity.

2.2 Services Included (per structure):
(a) Physical inspection by a West Virginia Licensed Asbestos Inspector, in a manner consistent with standard work practices, WV State law, EPA policies, 40 CFR Part 61 Subpart M (NESHAP), and WVDEP requirements;
(b) Identification of suspect asbestos-containing materials (ACM);
(c) Collection of bulk samples using EPA-approved methods, with adequate quantity for laboratory analysis;
(d) Laboratory analysis via Polarized Light Microscopy (PLM) using EPA Interim Method for determination of asbestos in bulk material samples (EPA 600 M4-82-020), performed by a NVLAP-participating laboratory;
(e) Chain-of-custody documentation, QA/QC;
(f) Photographic documentation of each structure and each sample location;
(g) Travel, mobilization, administrative costs.

2.3 Explicit Exclusion of Abatement: Contractor is NOT authorized to perform, and shall not perform, any asbestos abatement, lead abatement, removal of regulated materials, packaging, transportation, disposal, demolition, or mitigation work under this Agreement. No abatement shall begin until separately authorized and contracted by the County with another qualified firm. This is an inspection-only contract.

2.4 Rapid Mobilization: Contractor shall mobilize inspection upon signing of contract.

Contractor shall provide number of teams available and estimated time to complete 25-35 homes as stated in Proposal.

3. DELIVERABLES - REGULATORY-COMPLIANT REPORTS FOR FUTURE ABATEMENT CONTRACTOR

The purpose of this inspection is to allow a separate, future abatement contractor to perform required work and to satisfy all governing bodies (WVDEP Division of Air Quality, WV Division of Health, EPA, OSHA, and federal).

3.1 Contractor shall prepare a separate, property-specific written inspection report for each address inspected. Each report shall be fully compliant and contain ALL necessary components required by regulatory agencies for a pre-demolition NESHAP asbestos survey and to support subsequent abatement notification.

3.2 Each Property Report SHALL Include, at a minimum:
(a) Property address, tax map/parcel ID if provided by County, date(s) of inspection, name, license number, signature and qualifications of WV Licensed Asbestos Inspector;
(b) Description of structure, areas inspected and areas not accessible (with reasons);
(c) Detailed inventory and description of all materials sampled, including homogeneous area designation, friability assessment, condition, and estimated quantity (linear feet, square feet, cubic feet or other appropriate metric) of ACM and suspect ACM;
(d) Sampling methodology and locations, with floor plan sketch or diagram showing sample locations, photographs of each sample location;
(e) Chain-of-custody records;
(f) Laboratory analytical reports from NVLAP-participating lab, including lab name, NVLAP accreditation number, analytical method, sample results, % asbestos by type, detection limits, analyst name and date;
(g) Determination of asbestos-containing material (>1% asbestos), including categorization as friable / Category I nonfriable / Category II nonfriable and RACM determination;
(h) Recommendations for abatement or special handling required prior to demolition, including identification of materials that must be removed before demolition under NESHAP;
(i) Photographs of structure exterior, interior general conditions, and each suspect material;
(j) Statement of compliance with 40 CFR 61.145, WVDEP 45CSR15, and applicable OSHA 29 CFR 1926.1101 requirements;
(k) Laboratory QA/QC and NVLAP certificate;
(l) Clear summary table suitable for use by abatement contractor for WVDEP 10-working-day abatement/demolition notification (Form DAQ-... or successor form);

(m) Any additional documentation reasonably required by Lewis County, federal, WVDEP, or other funding agency as per RFQ Section 6.

3.3 Reports must be prepared in a form suitable for inclusion in the County's permanent disaster-recovery and project records and for direct use by a third-party abatement contractor to prepare and submit required regulatory notifications. Contractor shall not place proprietary restrictions on County's use of reports for abatement bidding or regulatory filing.

3.4 Format: One (1) electronic PDF per property, searchable, plus one consolidated PDF. Reports delivered via email to cwestfall@lewiscountywv.org and County designee within time specified in Section 5.

3.5 Deficiency Correction: If any report is rejected by WVDEP, EPA, or deemed insufficient by the future abatement contractor or County for purposes of preparing a compliant abatement notification, Contractor shall revise and reissue at no additional cost within 48 hours.

4. COMPENSATION AND PAYMENT

4.1 Price: Not to exceed FIVE HUNDRED SEVENTY-FIVE DOLLARS ($575.00) per house inspected and reported, all-inclusive. This includes inspection, sampling, PLM analysis of all samples reasonably required for a NESHAP survey, written reports, photo documentation, chain-of-custody, travel, mobilization, and administrative costs.

4.2 Additional Samples: If a structure requires an unusually large number of samples beyond standard NESHAP survey practice (e.g., large multi-family), Contractor shall notify County before exceeding 20 samples per home. Any extra sample cost requires prior written County approval. Absent approval, $575/home is all-inclusive.

4.3 Invoicing: Contractor may submit invoices monthly or upon completion of a batch of homes, with itemized list by address, date of inspection, number of samples, inspector name. Each invoice shall include attached final reports for homes invoiced.

4.4 Total Contract Value: For estimated 25-35 homes, estimated total $14,375 - $20,125. Final total based on actual number of homes authorized and inspected. County may increase or decrease quantity.

4.5 Payment Terms: County shall pay undisputed amounts within 30 days of receipt of proper invoice. No retainage. No service charge for late payment beyond that allowed by WV law. County is tax-exempt.

4.6 Federal Funding Contingency: Payment is not contingent on federal reimbursement, but Contractor agrees to cooperate with all documentation requirements for eligibility, reasonableness, and compliance under 2 CFR Part 200.

5. TERM AND SCHEDULE

5.1 Term: From Notice to Proceed until completion of all authorized inspections and acceptance of final reports, or December 31, 2026, whichever first occurs, unless extended by written amendment.

5.2 Lab Turnaround: Laboratory results and draft reports, per Proposal, of sampling. Final reports within 2 business days of lab receipt.

5.3 Completion: Contractor shall use best efforts to complete inspection of all County-designated homes as agreed, subject to weather and access.

6. COMPLIANCE, LICENSING, AND NOTIFICATIONS

6.1 Licensing: Contractor shall maintain at all times: WV contractor license, WV Asbestos Inspector licenses for all field staff, and NVLAP-accredited lab. Provide copies prior to mobilization.

6.2 Compliance: All work in accordance with EPA NESHAP 40 CFR Part 61 Subpart M, OSHA 29 CFR 1926.1101, WVDEP 45CSR15 and 45CSR1, WV Code 16-32, and other applicable federal, state, local requirements.

6.3 No Regulatory Notification Duty for Abatement/Demolition: Because this is inspection-only, Contractor is NOT required to submit WVDEP asbestos abatement or demolition notifications (10-working-day notice). However, Contractor shall provide County and future abatement contractor all data needed to file such notices, as described in Section 3. If County requests assistance preparing inspection-portion of demolition notification, Contractor shall assist at no extra cost.

7. PROPERTY-SPECIFIC DOCUMENTATION AND federal REQUIREMENTS

Contractor shall maintain separate file for each property containing all items listed in RFQ Section 6: address, date, inspector qualifications, inspection report, sampling locations/methodology, chain-of-custody, lab reports, photos, description and quantity of regulated materials, itemized invoice, and any additional documentation required by Lewis County, federal agencies, WV, etc. Contractor shall cooperate with federal audits and provide documentation to establish necessity, eligibility, reasonableness of costs, quantities, and compliance with federal contracting requirements (2 CFR Part 200).

8. INSURANCE

Prior to commencement, Contractor shall provide Certificates of Insurance evidencing:
(a) Commercial General Liability - $1,000,000 per occurrence / $2,000,000 aggregate;
(b) Automobile Liability - $1,000,000 combined single limit;
(c) Workers' Compensation as required by WV law, and Employer's Liability $500,000;
(d) Contractors Pollution Liability / Environmental Liability - $1,000,000 per occurrence / $2,000,000 aggregate, appropriate for asbestos inspection/testing;
(e) Professional Liability / Errors & Omissions - $1,000,000.

County named as additional insured on GL and Pollution policies. Waiver of subrogation in favor of County where permitted. Policies shall be primary. Contractor shall provide 30-day notice of cancellation.

9. FEDERAL CONTRACT PROVISIONS (2 CFR 200, federal)

Because work may be federally funded, Contractor agrees to comply with 2 CFR Part 200 Appendix II and all applicable federal procurement requirements, including but not limited to the following:

1. 1. Equal Employment Opportunity (EEO): Compliance with E.O. 11246, as amended by E.O. 11375, and 41 CFR Part 60. The contractor will not discriminate against any employee or applicant on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin.
2. 2. Copeland "Anti-Kickback" Act (40 U.S.C. 3145): Compliance with 18 U.S.C. § 874, 40 U.S.C. § 3145, and 29 CFR Part 3. Applicable to downstream construction contracts. Contractors are prohibited from inducing any employee to forfeit any portion of compensation entitled by law. Suspected violations will be reported to the appropriate awarding agency.
3. 3. Contract Work Hours & Safety Standards Act (40 U.S.C. 3701-3708): (Applicable to contracts > $100,000) Overtime compensation computed at not less than 1.5x basic rate for hours worked over 40 in a workweek. No laborer shall work in unsanitary, hazardous, or dangerous surroundings.
4. 4. Clean Air Act & Federal Water Pollution Control Act: (Applicable to contracts > $150,000) Compliance with 42 U.S.C. 7401-7671q and 33 U.S.C. 1251-1387. Violations must be reported to the EPA Regional Office and appropriate oversight entities.
5. 5. Debarment & Suspension (E.O. 12549 / 12689): No award shall be made to parties listed as excluded on SAM.gov. Offeror certifies that neither it nor its principals are currently debarred, suspended, or proposed for debarment.
6. 6. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): (Applicable to contracts > $100,000) Contractors certify they have not used federal appropriated funds to pay

any person for influencing federal officers, agencies, or members of Congress regarding this award.

7. 7. Procurement of Recovered Materials (2 CFR § 200.323): Compliance with RCRA Section 6002. Contractors must maximize procurement of EPA-designated items containing recovered materials where technically and economically feasible.
8. 8. Covered Telecommunications Prohibition (2 CFR § 200.216): Prohibition on obligating funds to procure covered telecommunications equipment/services per Section 889 NDAA (e.g., Huawei, Dahua, Hikvision, ZTE).
9. 9. Access to Records & 3-Year Retention (2 CFR § 200.337): Contractor agrees to provide Lewis County Schools, state emergency management officials, state educational authorities, and federal audit officials access to pertinent records for audits. Records retained for a minimum of 3 years after the project is completed.
10. 10. Compliance with Statutory & Regulatory Requirements: Acknowledgment that state or federal assistance may support the project. Contractor will comply with all applicable statutory rules, executive orders, and program directives.
11. 11. Seals, Logos, & Flags: The contractor shall not use any federal, state, or local government seals, logos, or flags without prior written approval.
12. 12. No Obligation by Federal Government & Anti-Fraud: The Federal Government is not party to this contract. Offeror acknowledges 31 U.S.C. Chap. 38 (False Claims and Statements) applies to contractor actions.

- Contractor certifies that it has verified its eligibility and that of its principals via SAM.gov and is not debarred.
- Contractor shall not employ or subcontract with debarred, suspended, or excluded parties.
- Contractor acknowledges compliance with 44 CFR and federal public assistance program requirements where applicable, and small and minority business, women's business enterprise outreach per 2 CFR 200.321 (Contractor is WBE/DBE).
- Retain records for 3 years after final payment and allow access to County, Lewis County Schools, State, federal, and Comptroller General as required by 2 CFR § 200.337.

Because work may be federally funded, Contractor agrees to:
(a) Comply with 2 CFR Part 200 and Appendix II required contract provisions, including Equal Employment Opportunity (EO 11246), Davis-Bacon not applicable to inspection, Copeland Anti-Kickback, Contract Work Hours and Safety Standards, Clean Air Act and Federal Water Pollution Control Act, Debarment and Suspension (Contractor certifies not debarred), Byrd Anti-Lobbying Amendment, procurement of recovered materials, and prohibition on certain telecommunications equipment (Section 889).
(b) Retain records for 3 years after final payment and allow access to County, State, federal, Comptroller General.

(c) Not employ debarred subcontractors (SAM.gov verification).
(d) Comply with 44 CFR and federal public assistance program requirements.
(e) Small and minority business, women's business enterprise outreach per 2 CFR 200.321 (Contractor is WBE/DBE and encouraged to subcontract accordingly).

10. INDEPENDENT CONTRACTOR; NO CONFLICT

Contractor is independent contractor. Contractor has no interest and shall not acquire interest conflicting with performance. Contractor shall perform inspections objectively and shall not have financial interest in future abatement work on same properties under this program. If Contractor desires to bid on separate abatement contract, it must disclose conflict and obtain County waiver per WV Ethics rules; County may prohibit same firm from inspecting and abating same home to preserve independence.

11. INDEMNIFICATION

Contractor shall indemnify, defend, and hold harmless County, its Commissioners, officers, employees, and agents from and against claims, damages, losses, costs (including reasonable attorney fees) arising from Contractor's negligent acts, errors, omissions, or willful misconduct, or failure to comply with applicable laws, or bodily injury / property damage caused by Contractor. County does not indemnify Contractor. Nothing herein waives County's sovereign immunity.

12. TERMINATION

12.1 For Convenience: County may terminate for convenience with 7 days written notice. County shall pay for all compliant inspections completed and reports delivered through termination date.
12.2 For Cause: Either party may terminate for material breach if breach not cured within 7 days after written notice specifying breach.
12.3 Emergency: County may suspend work immediately if safety or regulatory noncompliance.

13. OWNERSHIP OF DOCUMENTS; CONFIDENTIALITY

All reports, data, photos, lab reports, field notes prepared under this Agreement shall be work product and property of County, and County may use, reproduce, and disclose for regulatory filing, federal, bidding abatement work, and public records purposes. Contractor retains copies. Contractor shall not disclose County-provided homeowner information except as required by law or to NVLAP lab under confidentiality. Contractor shall comply with privacy of property owners.

14. GOVERNING LAW AND VENUE

This Agreement governed by laws of State of West Virginia. Venue and jurisdiction in Circuit Court of Lewis County, West Virginia, or federal court having jurisdiction therein. Contractor consents to jurisdiction in West Virginia.

15. MISCELLANEOUS

15.1 Assignment: No assignment without County written consent.
15.2 Entire Agreement: This Agreement constitutes entire agreement; amendments only in writing signed by both parties.
15.3 Severability: If any provision invalid, remaining provisions enforceable.
15.4 Notices: To County: Chad Westfall, Lewis County Commission, 110 Center Avenue, Weston, WV 26452, cwestfall@lewiscountywv.org, 304-871-9684. To Contractor: Charles Bove, Allegheny Global Environmental, Inc., 37 West Main Street, Carnegie, PA 15106.
15.5 No waiver of procurement protest rights or federal requirements.
15.6 Counterparts and electronic signatures acceptable.

IN WITNESS WHEREOF, the Parties have executed this Agreement.

EXHIBIT A - PRICE SCHEDULE

Proposal # CB-26-454 Dated September 2, 2026

Not-to-exceed $575.00 per house
All-inclusive for NESHAP pre-demolition asbestos survey: WV Licensed Inspector, sampling, PLM analysis (EPA 600/M4-82-020) by NVLAP lab, chain-of-custody, photos, written report with all components required by WVDEP/EPA for future abatement contractor notification.

Exclusions: No abatement, removal, transport, disposal. No lead testing unless separately authorized.

Estimated Quantity: 25-35 homes
Estimated Total Contract: $14,375 - $20,125
Final total based on actual authorized homes inspected.

Additional agreement: AGE will provide a letter for homes that have already been demolished at a rate of $100 for up to five homes + $20 each additional home that has already been demolished where the material is on-site.

EXHIBIT B - REQUIRED REPORT CHECKLIST (GOVERNING BODY COMPLIANCE)

Per WVDEP DAQ Asbestos NESHAP Program and 40 CFR 61.145, each report must enable third-party to file abatement/demolition notice. Checklist:

[ ] Property address, inspection date, inspector name/license/signature
[ ] Description of building and inaccessible areas
[ ] Homogeneous area list with material description, friability, condition, quantity (LF/SF/CF)
[ ] Sample location diagram/sketch + photo of each sample
[ ] Chain-of-custody
[ ] NVLAP lab report (method EPA 600/M4-82-020, % asbestos, lab accreditation)
[ ] RACM / Category I / Category II determination
[ ] Table summarizing ACM vs. assumed vs. non-ACM
[ ] Recommendation for removal prior to demolition
[ ] Photographs
[ ] Statement of compliance with 40 CFR 61, WV 45CSR15
[ ] Summary table for WVDEP 10-day notice

Report shall include all necessary components for another company who will do needed abatement later - they must be able to rely on this report to prepare the governing body required abatement/demolition notifications and work plan without re-inspection.

LEWIS COUNTY COMMISSION

By: _____
Name: Agens Queen
Title: President
Date:

ALLEGHENY GLOBAL ENVIRONMENTAL, INC.

By: _____
Name: Charles Bove
Title: Environmental Services
Date:

FEIN: 25-0575452
WV Contractor License: 2473-6669
WV Asbestos Inspector License(s): AI010180

September 21, 2026

SOUTHERN DISASTER RECOVERY, LLC

Additional Line Item Quote

Prepared For: Lewis County, WV

Primary Project Contact: Robert Samaan
Email: Robert@Gosdr.com
Phone: 404-548-8858

I. **Quote for:** Hauling mixed, heavy waste including waste soils, loose rock, C&D material to final disposal from the West Virginia Department of Environmental Protection (DEP) Temporary Debris Staging & Reduction Site (TDSRS) located in Weston, WV, to the Meadowfill Landfill

II. COSTS

Item	Quantity/Unit of Measure	Unit Price
Hauling mixed, heavy waste including waste soils, loose rock, C&D material to final disposal.	Per CY	$19.00

III. ASSUMPTIONS AND REQUIREMENTS

a. This is an estimate based on the information provided as requested by Lewis County
b. Pricing is based on the stated scope of work and current site conditions known at the time this estimate was prepared.
c. Changes in scope, location, access, disposal site, schedule, or requested equipment may require a revised quotation.
d. The client is responsible for providing safe site access and any required permissions unless otherwise agreed.
e. SDR will perform services in accordance with applicable safety standards and regulatory requirements. All work shall be completed in strict accordance with plans and specifications by **Lewis County Emergency Debris Hauling Service Agreement dated August 14, 2026.**
f. This quotation is valid for thirty (30) days from the date of issue unless otherwise stated in writing.

_____

Lewis County Signature/Date