

**WEST VIRGINIA:**

At a regular meeting of the Raleigh County Commission held on the 7<sup>th</sup> day of July, 2020 in the Commission Courtroom thereof:

**CALL TO ORDER**

President Dave Tolliver called the meeting to Order.

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**ROLL CALL**

Present: David Tolliver, President  
Linda K. Epling, Commissioner  
Ron Hedrick, Commissioner, via conference call  
Carl Roop, County Attorney  
Jeff Miller, County Administrator  
Billy Michael, Assistant County Administrator

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**INVOCATION AND PLEDGE OF ALLEGIANCE**

Meeting was opened with the invocation by R. D. Tolliver, Deputy Clerk for the County Clerk, and the recitation of the Pledge of Allegiance.

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**NEW BUSINESS**

**EXONERATIONS**

Commissioner Epling made a motion to approve 3 exonerations, 1 cancellation and 0 refunds for personal property; and 0 exonerations, 0 cancellations and 0 letters of correction for real property as presented today. Motion was seconded by Commissioner Hedrick and motion carried unanimously.

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**BUDGET REVISIONS**

None

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**NEW EMPLOYEE – RALEIGH COUNTY SHERIFF’S DEPARTMENT – AMBER SOTAK, TAX DEPUTY**

A motion was made by Commissioner Epling to approve the hiring of Amber Sotak as a Deputy Clerk for the Sheriff’s Tax Department. Seconded by Commissioner Hedrick and motion carried unanimously. (SEE EXHIBIT A)

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**NEW EMPLOYEE – RALEIGH COUNTY SHERIFF’S DEPARTMENT – KRISTE L. WARD, RECORD’S CLERK**

A motion was made by Commissioner Epling to approve the hiring of Kriste L. Ward as a Record’s Clerk for the Raleigh County Sheriff. Seconded by Commissioner Hedrick and motion carried unanimously. (SEE EXHIBIT B)

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**APPROVAL OF DEPOSITARY AGREEMENT – FIRST COMMUNITY BANK – BECKLEY, WV**

A motion was made by Commissioner Epling to approve the Depositary Agreement with First Community Bank for financing the new building for the Sheriff’s Department in the amount of 4.2 million dollars. Seconded by Commissioner Hedrick and motion carried. Resolution to be prepared. (SEE EXHIBIT C)

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**CLEAR FORK RAILS TRAILS PROJECT**

**AML OSMRE – ENVIRONMENTAL ASSESSMENT AND REPORT CONTRACT WITH THE THRASHER GROUP INC.**

A motion was made by Commissioner Epling to approve the Environmental Assessment and Report Contract with Thrasher Group Inc. in the amount of \$27,000.00. Seconded by Commissioner Hedrick and motion carried. (SEE EXHIBIT D)

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**NOTICE OF PUBLIC HEARING – ROAD CLOSURE – 625 FEET OF MCKINNEY HOLLOW ROAD, SLAB FORK DISTRICT, TAX MAP 3, PARCELS 80.8 AND 80.9**

Commissioner Tolliver opened the Public Hearing to close a 625 foot section of McKinney Hollow Road as petitioned by Brent and Cassandra Haga. There being no objection, the hearing was closed.

A motion was made by Commissioner Epling to approve closing the above referenced 625 foot portion of McKinney Hollow Rd. Seconded by Commissioner Hedrick and motion carried. (SEE EXHIBIT E)

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**OLD BUSINESS**

Lisa Strader presented the Commission with the 2019 Annual Report and 2020 Marketing Plan of Visit Southern West Virginia.

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**APPROVAL OF MINUTES**

None

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**VACATION ORDERS**

Commissioner Epling moved to approve the Vacation Orders from June 16, 2020 to July 6, 2020, inclusive. Seconded by Commissioner Hedrick and motion carried unanimously. (SEE EXHIBIT F)

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**FINAL ACCOUNTINGS AND WAIVERS OF FINAL SETTLEMENT**

The Objections and Exceptions of the Fiduciary Supervisor were read into the minutes and approved. (SEE EXHIBIT G)

The Waivers of Final Settlement and Final Accountings of the County Clerk were read into the minutes and approved.  
(SEE EXHIBIT H)

The Certificates of Completion of Ancillary Administration were read into the minutes and approved.  
(SEE EXHIBIT I)

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DISCUSSION/APPROVAL – PAYMENT IN LIEU OF TAXES AGREEMENT BY AND BETWEEN RALEIGH SOLAR I, LLC AND THE RALEIGH COUNTY COMMISSION, SHERIFF OF RALEIGH COUNTY AND ASSESSOR OF RALEIGH COUNTY

Roger Hunter, Finance Attorney for Bowles and Rice, presented the Commission with a proposed Resolution for a \$90,000,000 Solar Power Generation Facility off Exit 129. The approximate 613 acres is now forest and agricultural property. Mr. Hunter stated the economic impact for Raleigh County would be 40.7 million dollars. After a brief update, the Commission opened up the discussion for questions. Questions were presented to Mr. Hunter and Mr. Bob Kiss by County Assessor Linda Sumner, County Administrator Jeff Miller, Sheriff Scott VanMeter and Commissioner Tolliver. (SEE EXHIBIT J)

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PUBLIC PARTICIPATION

Doug Epling voiced his concerns with a Solar facility, including noise pollution, availability on the power grid, wild life, vegetation, local water supply and coal mining.

Robert Kiss will send Mr. Epling information on his concerns.

Commissioner Tolliver stated the Commission will submit their questions to Mr. Kiss and Mr. Hunter and after reviewing all the information, the Commission, Ms. Sumner and Sheriff VanMeter will decide on accepting the Resolution at the next scheduled meeting on July 21, 2020.

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ADJOURNMENT

Commissioner Epling moved to adjourn until the next Commission Meeting on July 21, 2020 at 10:00 a.m. Seconded by Commissioner Hedrick and motion carried.

s/s \_\_\_\_\_  
David Tolliver  
President

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**RALEIGH COUNTY**  
SCOTT VANMETER, SHERIFF

History Report

From Date 05/12/2020 From Year 2019 Print Date 07/02/2020  
Thru Date 07/02/2020 Thru Year 2019 Print Time 9:26:24AM  
Date Type Transaction Tax Type Personal-Supplement Page 2 of 2

Type Year Ticket/Suff Tax Name1/Tax Name2 Date First Half Second Half Transaction Total

*Richard Summers*  
Assessor

*Justin Miller*  
Prosecuting Attorney

*Robert Toole*  
County Commission

At a regular session of the County Commission of Raleigh County, West Virginia, held at the Courthouse of said County, the County Commission did approve these exonerations on 7-7-20

# County Commission of Raleigh County

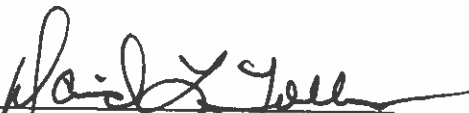


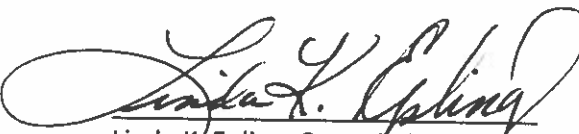
116 ½ North Heber Street  
Beckley, West Virginia 25801-4522



July 7, 2020

At a regular session of the Raleigh County Commission on the 7<sup>th</sup> day of July, 2020, Amber Sotak, was presented to the Commission by Scott Van Meter, Sheriff, to fill the position as Tax Deputy, for employment by Raleigh County.

  
David L. Tolliver, President

  
Linda K. Epling, Commissioner

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Ronald R. Hedrick, Commissioner




# County Commission of Raleigh County

116 ½ North Heber Street  
Beckley, West Virginia 25801-4522



July 7, 2020

At a regular session of the Raleigh County Commission on the 7<sup>th</sup> day of July, 2020, Kriste L Ward, was presented to the Commission by Scott Van Meter, Sheriff, to fill the position as Records Clerk, for employment by Raleigh County.

  
David L. Tolliver, President

  
Linda K. Epling, Commissioner

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Ronald R. Hedrick, Commissioner



June 30, 2020

Raleigh County Commission  
215 Main Street.  
Beckley, WV 25801

Dear Sirs:

Enclosed is a revised County Depository Bond of First Community Bank for the period July 1, 2020 through June 30, 2021 for deposits in the name of the Sheriff of Raleigh County. Per your request we have increased the original one that was mailed to you by another \$4,200,000 to cover the additional deposits you anticipate receiving.

Please return an executed Resolution or Order, compliant with the requirements of West Virginia Code § 7-6-2, which clearly indicates that the Commission has met; has considered the terms of the Bonds, including but not limited to the period, the sum, and the Bank's option to secure by either bond or letter of credit; has approved all terms in full; and wishes to accept the Bond.

Such Resolution or Order should be returned to me in the enclosed postage prepaid envelope you received with the original bond.

If you have any questions, please feel free to give me a call at (304) 323-6366.

Sincerely,

A handwritten signature in cursive script that reads "Michelle Vass".

Michelle Vass  
Controller



COUNTY DEPOSITORY BOND  
OF  
FIRST COMMUNITY BANK  
BLUEFIELD, VIRGINIA  
TO  
RALEIGH COUNTY COMMISSION  
(Sheriff of Raleigh County)

KNOW ALL MEN BY THESE PRESENTS: That, FIRST COMMUNITY BANK, duly incorporated and organized under the laws of the State of Virginia, with its chief office and place of business in the Town of Bluefield, Tazewell County, Virginia, is held and bound unto the Raleigh County Commission, in full and just sum of Five Million Seven Hundred Thousand Dollars (\$5,700,000) to the payment whereof well and truly to be made said FIRST COMMUNITY BANK binds itself, its successors and assigns firmly by these presents:

This bond shall be effective as of the first day of July, 2020 and shall expire on June 30, 2021.

IN TESTIMONY WHEREOF, said FIRST COMMUNITY BANK, has caused its name to be signed thereto by Michelle L. Vass, Controller, thereunto authorized and its corporate seal to be hereto affixed on this 30th day of June, 2020.

The conditions of the foregoing obligations are such that.

WHEREAS, the County Commission of Raleigh County, West Virginia, in pursuance of its authority, as provided by law, has designated the said FIRST COMMUNITY BANK as depository of public monies, to serve as such for one year; and

WHEREAS, the FIRST COMMUNITY BANK, as such depository of public monies, in lieu of giving a bond with personal or corporate security thereon, desires to either (i) deposit interest bearing securities for the benefit of the County Commission of Raleigh County with a face amount of Five Million Seven Hundred Thousand Dollars (\$5,700,000), as described more fully below, or (ii) provide a letter of credit for the benefit of the County Commission of Raleigh County, issued by and from the Federal Home Loan Bank of Atlanta bearing a face amount of Five Million Seven Hundred Thousand Dollars (\$5,700,000) each as provided in Section 2, Article 6, Chapter 7 of the Official Code of West Virginia; and

WHEREAS, if interest bearing securities are to be deposited, FIRST COMMUNITY BANK shall pledge the following Municipal securities:

\$1,000,000	Douglas Cnty NE	3.200%	12/15/2025
\$ 500,000	Norwich, CT	2.500%	12/1/2023
\$1,000,000	Verona, WI	2.500%	10/1/2024
\$1,000,000	West De Pere, WI	2.500%	10/1/2024

\$1,000,000	Raymore, MO	2.500%	3/1/2027
\$1,000,000	Northfield, MN	2.375%	2/1/2024
\$200,000	W Allis,, WI	2.500%	4/1/2024

WHEREAS, the County Commission of Raleigh County has approved the deposit of the aforesaid interest bearing securities in lieu of bond with the personal or corporate security, as provided by law, and by order duly entered of record has provided that said if such interest bearing securities are pledged as contemplated herein, the same shall be delivered to and kept by CenterState Bank, Birmingham, Alabama, as Trustee for the FIRST COMMUNITY BANK and the County Commission of Raleigh County, to protect and indemnify any and all loss in case of default on the part of the said FIRST COMMUNITY BANK as such depository of public monies, under the authority of which order CenterState Bank, Birmingham, Alabama, shall hold the aforesaid bonds as such trustee, and so long as the said FIRST COMMUNITY BANK is not in default as such depository of public monies shall collect and pay over to the said FIRST COMMUNITY BANK all interest accruing on the said bonds, but shall continue to hold said bonds until released by the order of record of said County Commission upon full and faithful accounting and payment by the FIRST COMMUNITY BANK of all monies deposited with it or coming into its custody as such County Depository.

WHEREAS, the County Commission of Raleigh County has also approved the aforesaid letter of credit in lieu of bonds with the personal or corporate security, as provided by law, and by order duly entered of record has agreed to accept said letter of credit, if such letter of credit is pledged as contemplated herein, for the benefit of the County Commission of Raleigh County, to protect and indemnify any and all loss in case of default on the part of the said FIRST COMMUNITY BANK as such depository of public monies, and so long as the said FIRST COMMUNITY BANK is not in default as such depository of public monies shall continue to maintain said letter of credit until released by the order of record of said County Commission upon full and faithful accounting and payment by the FIRST COMMUNITY BANK of all monies deposited with it or coming into its custody as such County Depository.

NOW, THEREFORE, if the said FIRST COMMUNITY BANK a corporation, during the term for which it has been designated by the County Commission of Raleigh County, West Virginia, as a depository of public monies, and until the bonds of its successor or successors, is accepted by the County Commission, shall receive, safely keep and pay over, as required by law, all monies which may be deposited in or come under the custody of it, the said FIRST COMMUNITY BANK as such county depository of public monies, shall faithfully perform all the duties imposed by said Article 6, Chapter 7, of the Official Code of West Virginia, 1931, as amended, upon it as a depository of public monies, then this obligation to be null and void, and the aforesaid interest bearing securities delivered to CenterState Bank, Birmingham, Alabama, Trustee, or, alternatively, the aforesaid letter of credit, shall be released by order of the County Commission of Raleigh County, West Virginia; otherwise, this obligation to remain in full force and effect and the aforesaid interest bearing securities so hypothecated to be held by CenterState Bank, Birmingham, Alabama, Trustee, or any letter of credit so hypothecated, to protect and

indemnify against the loss by reason of default of the FIRST COMMUNITY BANK in its capacity as depository of public monies.

FIRST COMMUNITY BANK

By: Michelle L. Vass  
Controller

(SEAL)

STATE OF VIRGINIA

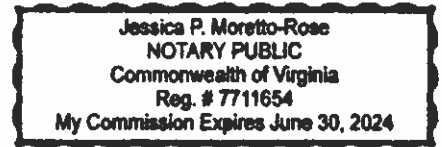
COUNTY OF TAZEWELL, to-wit:

I, the undersigned Notary Public, within and for the said County and State do certify that, Michelle L. Vass, who signed the writing annexed hereto on behalf of FIRST COMMUNITY BANK, bearing date the 30th day of June, 2020, has this day and in my said County and State, before me, acknowledged the same to be the act and deed of said Corporation.

My commission expires: 06/30/2024

Given under my hand this 30th day of June, 2020.

J. Moretto-Rose  
Notary Public



The Thrasher Group, Inc. (Thrasher), has developed the scope of work the Raleigh County Commission for an Environmental Assessment (EA) document to be prepared for the Office of Surface Mining Reclamation and Enforcement (OSMRE) for compliance with the National Environmental Policy Act for the proposed Clear Fork Rail to Trail Project. Thrasher will prepare and submit the EA to the OSMRE on behalf of the Raleigh County Commission.

### **Task 1: Aquatic Resources Delineation and Baseline Water Sampling**

Thrasher staff will perform an aquatic resources delineation of the entire project area, making sure to identify any wetlands that are mapped on the United States Fish and Wildlife Service (USFWS) National Wetlands Inventory. Baseline water samples will be taken, as required on all Abandoned Mine Lands (AML) projects, and will include sampling for pH and iron at the closest stream above the project limits, the closest stream below the project limits, any streams that fall within the project limits of disturbance, and any source of acid mine drainage within the project limits.

The total cost for Task 1 is **\$17,100**

### **Task 2: Environmental Assessment Document Preparation and Submittal to the OSMRE**

#### **Identification of Proposed Action, Project Purpose and Need, and Alternatives Analysis**

Thrasher shall prepare a written description of the proposed action (i.e. the rail to trail project), the purpose and need, and an alternatives analysis that are mandatory for the EA. Maps and/or figures that will be necessary for inclusion of the submitted EA document will be included in the appendices.

#### **Identification of the Existing Environment and Potential Impacts to Existing Environment:**

##### **Topography**

The Natural Resources Conservation Area (NRCS) and the United States Geologic Survey (USGS) online databases will be used to identify and classify topography within the project area.

##### **Geology**

The NRCS Web Soil Survey will be used to identify and classify geology and soils within the project area.

##### **Water Resources/Hydrology**

Thrasher will conduct a wetland and stream delineation of the project area to identify any wetlands and streams that could be impacted by the project. A preliminary desktop review of the project area indicates that no wild or scenic rivers are designated within or near the project area. Baseline water sampling for pH and iron will also be taken above the project, below the project, and any source of acid mine drainage within the project limits, as required by the West Virginia Department of Environmental Protection (WVDEP) for all AML projects. There are 32 mapped streams within the project area so it is anticipated that no more than 40 samples will need to be

taken. These samples will be sent to a local lab in Charleston, WV for analysis. Should additional samples be necessary, this would be outside of the scope of work and an additional proposal would need to be prepared.

### **Air Quality**

Thrasher will review the impacts that this project will have on air quality standards set in the Clean Air Act by the United States Environmental Protection Agency (USEPA). The six common air pollutants outlined by the National Ambient Air Quality Standards will be analyzed to determine if allowable amounts have been exceeded and Thrasher will identify if any potential air quality impacts will result as part of this project.

### **Soils**

The NRCS Web Soil Survey and USGS online databases will be used to identify existing soil types within the project area.

### **Vegetation**

Vegetation within the project area will be identified during the wetland and stream delineation. Online databases, such as the World Wildlife Fund, will also be used to identify vegetative communities within the project area and a Land Cover Map will be provided in the EA.

### **Fish and Wildlife**

A desktop review and agency notification will be sent to the United States Fish and Wildlife Service (USFWS) and the West Virginia Division of Natural Resources (WVDNR) to consult about potential adverse effects the project may have on rare, threatened, and endangered species. The desktop review will include utilizing the USFWS Information for Planning and Consultation Trust Resource report to identify endangered species, migratory birds, and any identified national wildlife refuges. Should any additional surveys be requested by the agencies, such as specific animal habitat assessments, this would be considered outside of the scope of work and an additional proposal would need to be prepared.

### **Farmlands/Land Use**

The NRCS Web Soil Survey will be consulted to help determine if the project area is located within a designated farmland area which includes prime farmland and farmland of statewide importance. The Major Land Resource Area (MLRA) will also be determined by desktop review using the NRCS MLRA Explorer. WVDEP AML data will also be assessed to determine the extents of mining/historic mining within or near the project area.

### **Socioeconomics**

United States Census data and the USEPA EJSCREEN website will be analyzed for any potential impacts the proposed project will have on elements of the human environment such as population income, employment, and housing.

### **Environmental Justice**

United States Census data and the USEPA EJSCREEN website will be analyzed for any potential impacts the proposed project will have on low-income and minority populations.

### **Transportation**

Local roadways and traffic patterns will be assessed to determine the effects, if any, that the project will have on local traffic.

### **Recreation**

A five-mile buffer of the project area will be analyzed for local recreational areas and the impacts that the project may have on these areas.

### **Noise**

A review of exiting noise levels as regulated by the Noise Control Act of 1972 and any potential noise impacts that could occur related to the project will be analyzed and documented.

### **Visual**

A general evaluation will take place looking at the light emissions that this project may create in the future and the visual resources which may be affected.

### **Historic, Architectural, Archaeological, and Cultural Resources**

The West Virginia State Historic Preservation Office (WVSHPO) was notified of the proposed project and the project was cleared as having "no adverse effects". This information will be incorporated into the EA.

### **Human Health and Safety**

Existing AML hazards within the project area will be analyzed for the effects on human health and safety concerns to immediate human populations as well as potential down-stream populations.

### **Hazardous Waste**

An assessment of the project area will identify type and quantities of any hazardous material located within the project site. A Phase I Environmental Site Assessment (ESA) and a Phase II ESA were already conducted on the site and this information will be incorporated into the EA. In addition, a desktop review will be conducted on the project area using data from Environmental Data Resources Inc.

### **Solid Waste**

An assessment of the project area will identify approximately how much solid waste will be produced by the project and will identify the means of disposal of the solid waste.

### **Cumulative Impacts**

This section will consist of an in-depth assessment of the project area's past, present, and foreseeable future actions and their effects to the environment.

### **Proposed Schedule for Completion**

Thrasher will initiate work within five business days of receiving Notice to Proceed. Thrasher anticipates 18 business days from Notice to Proceed until submittal to the OSMRE. This does not include lost field days due to inclement weather (i.e. thunder and/or lightning).

The cost of Task 2 is **\$9,900**

### **FEES & PAYMENT:**

The lump sum fee includes all expenses for the services described above. All payments are to be made within 30 days of the billing date. The proposed fee for the scope of work is: **\$27,000**

### **ASSUMPTIONS AND CLARIFICATIONS**

The scope of work proposed includes the following assumptions and clarifications:

- The proposed project will not change after the contract is signed.
- Clearance from the WVSHPO was received by the Raleigh County Commission in 2018. Clearances from the USFSW and the WVDNR are no longer valid as new species have been added to the Federal list of rare, threatened, and endangered species. If species specific surveys are deemed necessary by either agency, this would be outside of the scope of work and an additional proposal would need to be prepared.
- It is assumed to a maximum of 40 water samples will need to be taken. If more than 40 water samples are required, this would be outside of the scope of work and an additional proposal would need to be prepared.
- It is assumed that there will be one round of comments from the OSMRE that Thrasher will address. Any additional comments would be outside of the scope of work and an additional proposal would need to be prepared.
- There will be no public involvement from Thrasher (i.e. public meetings about the project). Should the Raleigh County Commission choose to ask Thrasher to assist in public involvement, this would be outside of the scope of work and an additional proposal would need to be prepared.

Thrasher is excited about the opportunity to work with you on this project. If you have any questions or comments with regards to this proposal, please do not hesitate to contact me.

Sincerely,

THE THRASHER GROUP, INC.

A handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke extending to the right.

Gina M. Panasik, MS Environmental  
Project Manager II



ACCEPTANCE

On this 7th day of July, 2020, the Raleigh County Commission accepts and agrees to this proposal, and the Terms and Conditions attached hereto, from The Thrasher Group, Inc.



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(Signed)

David L. Tolliver, President  
(Typed/Printed Name and Title)

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## TERMS AND CONDITIONS

Let it be known that, "Consultant" means The Thrasher Group, Inc. "Client" means Raleigh County Commission and your successions or assigns.

Period of Performance: Services provided under this Work Order are proposed to be completed within a reasonable amount of time from execution of this document, unless a separate schedule is attached.

Payment: Client will be billed monthly for Services provided under Work Order. Invoices shall be payable within thirty (30) days of receipt of invoice. Client agrees to pay a 1.5% per month late payment charge after thirty (30) days. Client agrees to review invoices promptly and raise any questions regarding the invoiced items or amounts within seven (7) days of the date of the invoice.

In the event of nonpayment of the account within sixty (60) days after invoices are rendered, Consultant shall have the right to cease all further Services on the project and pursue legal methods of collection.

Existing Information and Subsurface Conditions: Client will provide Consultant with all information Client has, or can reasonably obtain, concerning the Project, including subsurface conditions and the location of subsurface or hidden pipes, utilities or structures, all upon which we can rely.

Hazardous Materials: If hazardous materials are discovered at the project site, Consultant can terminate our obligations under this Agreement.

Limitations on Liability: Consultant's liability, and the liability of the Consultant's employees and/or subcontractors to the Client for damages arising from service provided or from the Agreement shall be limited for any and all claims, losses, costs, damages, and expenses including attorney's fees and cost for expert witness fees to the Consultant's total fee for services received under this Agreement

Insurance: Consultant shall maintain claims made professional liability insurance, general liability, automobile liability, and workers compensation insurance. Client has, or will purchase, property insurance sufficient to protect any property in which Client has an insurable interest. Client and Consultant waive any claims against each other for damage to property covered, or that should have been covered by property insurance required by this paragraph, including subrogated claims.

Mediation: Prior to any litigation, arbitration or other proceeding, Client and Consultant shall attempt to mediate any dispute arising from services provided under this Agreement. The American Arbitration Association will conduct the mediation, unless otherwise agreed. Client and Consultant will equally share all fees and costs of mediation.

Termination: Client or Consultant may terminate this Agreement for convenience by giving fourteen (14) days written notice or may terminate this Agreement for cause by giving seven (7) days written notice. If this Agreement is terminated by Client, Client shall pay Consultant, in addition to any other compensation due under this Agreement, any amount incurred by Consultant in performing services, in preparing to perform services, and in orderly terminating Services.

Full and Final Agreement: This Agreement is the full and final agreement between Client and Consultant, supersedes any prior agreements, and may not be modified except by in writing executed by both Client and Consultant. Should no action be taken by Client within 90 days of the date of submission, this proposal shall be considered null and void.

#### **INDEMNIFICATION**

Subject to Limitations of Liability, Consultant agrees, to the fullest extent permitted by law, to indemnify and hold the client harmless from damage or liability to the extent caused by Consultant's negligent acts, errors, or omissions in the performance of professional services under this Agreement and those of his or her sub-consultants or anyone for whom Consultant is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold Consultant harmless from damage or liability to the extent caused by the Client's negligent acts, errors, or omissions and those of his or her contractors, subcontractors, or consultants or anyone for whom the client is legally liable and arising from the project that is the subject of this Agreement.

Neither Party is obligated to indemnify the other in any manner whatsoever for the other's own negligence.

#### **STANDARD OF CARE**

Consultant shall provide its services pursuant to the Agreement in accordance with current, accepted professional standards, appropriate for the size, complexity, schedule and other characteristics of the Project in the jurisdiction where the Project is located ("Standard of Care"). Regardless of any other term or condition of this Agreement, Consultant makes no express or implied warranty of any sort. All warranties including warranty or merchantability or warrant of fitness for a particular purpose, are expressly disclaimed.

#### **ACCEPTANCE**

Upon reviewing this Agreement, should Client find all matters satisfactory, this Agreement shall be considered a binding contract which shall be signed by authorized representatives of Client and Consultant. Signing and returning this agreement shall be considered as a notice to proceed for Consultant to commence work on the project and constitutes acceptance of the Terms and Conditions of this Agreement without modification, addition, or deletion.



# County Commission of Raleigh County

116 ½ North Heber Street  
Beckley, West Virginia 25801-4522



IN THE COUNTY COMMISSION OF RALEIGH COUNTY, WEST VIRGINIA

## ORDER

IN RE: PETITION TO CLOSE A ROADWAY BY BRENT & CASSANDRA HAGA

This the 7th day of July, 2020, came the Petitioner(s), Brent & Cassandra Haga, pursuant to notice as provided by Section 7-1-3 (h) of the West Virginia Code, a Class I legal advertisement in the Register-Herald.

After hearing the evidence, the Raleigh County Commission finds that the use and rights of no person shall be impaired or lost by the closing and vacating such road. A motion was made by Commissioner Linda K. Epling to approve the petition. Seconded by Commissioner Ron Hedrick and the motion carried.

It is ORDERED that 625 foot of McKinney Hollow Road as shown on survey map that is located in the Slab Fork District, Tax Map 3, Parcels 80.8 and 80.9 is hereby ordered closed and abandoned this 7<sup>th</sup> day of July, 2020 and further awarded to the petitioners Brent & Cassandra Haga.

  
\_\_\_\_\_  
Billy Michael, Assistant County Administrator