



Department of Administration  
Purchasing Division  
2019 Washington Street East  
Post Office Box 50130  
Charleston, WV 25305-0130

## State of West Virginia Delivery Order

Order Date: 04-16-2025

CORRECT ORDER NUMBER MUST APPEAR  
ON ALL PACKAGES, INVOICES, AND  
SHIPPING PAPERS. QUESTIONS  
CONCERNING THIS ORDER SHOULD BE  
DIRECTED TO THE DEPARTMENT  
CONTACT.

Order Number:	CDO 0313 0313 DEP2500000006 1	Change Order No:	Procurement Folder:	1676204
Document Name:	Mitigation Credits ILF Secondary Service Area 4	Reason for Modification:		
Document Description:	Mitigation Credits ILF Secondary Service Area 4			
Procurement Type:	Central Delivery Order			
Buyer Name:	Joseph E Hager III			
Telephone:	(304) 558-2306			
Email:	joseph.e.hageriii@wv.gov			
Shipping Method:	Best Way	Master Agreement Number: CMA 0313 DEPMITCRED001 1		
Free on Board:	FOB Dest, Freight Prepaid			

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: 000000163048 ALLSTAR ECOLOGY LLC 1582 MEADOWDALE RD  FAIRMONT WV 26554 US Vendor Contact Phone: 3048163490 Extension:  Discount Details: <table><thead><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr></thead><tbody><tr><td>#1</td><td>No</td><td>0.0000</td><td>0</td></tr><tr><td>#2</td><td>No</td><td></td><td></td></tr><tr><td>#3</td><td>No</td><td></td><td></td></tr><tr><td>#4</td><td>No</td><td></td><td></td></tr></tbody></table>		Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	No			#3	No			#4	No			Requestor Name: Jessica S Chambers Requestor Phone: (304) 414-1140 Requestor Email: jessica.s.chambers@wv.gov  <b>2025</b> FILE LOCATION _____
	Discount Allowed	Discount Percentage	Discount Days																		
#1	No	0.0000	0																		
#2	No																				
#3	No																				
#4	No																				

INVOICE TO	SHIP TO
ENVIRONMENTAL PROTECTION DIV OF WASTE AND WATER MGT 601 57TH ST SE CHARLESTON WV 25304 US	ENVIRONMENTAL PROTECTION DIVISION OF WATER AND WASTE MGT 601 57TH ST SE CHARLESTON WV 25304 US

Total Order Amount: \$481,145.60

Purchasing Division's File Copy

PURCHASING DIVISION AUTHORIZATION

DATE: 4.16.25

ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION

DATE: 4-17-25

ELECTRONIC SIGNATURE ON FILE

**Extended Description:**  
Mitigation Credits ILF Secondary Service Area 4

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	94131501	751.79000	EA	\$640.0000	\$481,145.60
Service From	Service To	Manufacturer	Model No	Delivery Date	

**Commodity Line Description:** Stream Credits Per the Attached Exhibit A Pricing Page

**Extended Description:**  
See attached Exhibit Pricing Page. Selection based on location of need and will purchase the needed credits starting with the lowest first until the needed credits are purchased.

EXHIBIT A  
PURCHASE OF STREAM AND/OR WETLAND MITIGATION CREDITS  
BY WV DEP IN LIEU FEE PROGRAM  
PRICING PAGE

The following shall be provided according to the contract terms and conditions contained herein. Price may be provided for any of the following in whole or in part. A price must be provided for each item listed below in order for the vendor to be eligible to sell within that SSA (Secondary Service Area) to the ILF Program for the duration of this contract.

Item	Description	Estimated Quantity	Unit Price	Total Cost/Extended Price
1.	stream credits in ILF SSA 1	3800	\$ <u>          </u>	\$ <u>          </u>
2.	wetland credit in ILF SSA 1	1	\$ <u>50,000.<sup>00</sup></u>	\$ <u>50,000.<sup>00</sup></u> / credit here
3.	stream credit in ILF SSA 2	1	\$ <u><del>50,000.<sup>00</sup></del></u>	\$ <u><del>50,000.<sup>00</sup></del></u> / credit here
4.	wetland credits in ILF SSA 2	1	\$ <u>50,000.<sup>00</sup></u>	\$ <u>50,000.<sup>00</sup></u> credit here
5.	stream credit in ILF SSA 4	1	\$ <u>          </u>	\$ <u>          </u>
6.	wetland credit in ILF SSA 4	1	\$ <u>50,000.<sup>00</sup></u>	\$ <u>50,000.<sup>00</sup></u> credit here
7.	stream credit in ILF SSA 5	1	\$ <u>          </u>	\$ <u>          </u>
8.	wetland credit in ILF SSA 5	1	\$ <u>          </u>	\$ <u>          </u>

Mitigation Bank Information

The following is required as part of the bid.

Bank Name: ~~Hyatt~~ Beverly Bank Site #1  
Physical Address: Georgetown, Road, Beverly, WV 26253  
Bank Owner Name: Green Rivers

VENDORS		Harmony Environmental LLC	Water & Land Solutions LLC	EBX EM LLC	EIP III Credit Co LLC	Mountain State Mitigation Credits Company	Allstar Ecology LLC	EIP Credit Co LLC	Green Rivers LLC
Default Commodity Group									
Per Credit	1		\$549.00	\$599.00	\$633.00	\$640.00	\$640.00		
	2					\$50,000.00	\$52,000.00		\$50,000.00
	3	\$720.00	\$750.00		\$720.00		\$640.00		
	4	\$54,000.00	\$58,000.00				\$52,000.00		\$50,000.00
	5				\$720.00	\$720.00	\$640.00		
	6						\$52,000.00		\$50,000.00
	7					\$720.00		\$720.00	
	8								
CONTRACTS		DEPMITCRED005	DEPMITCRED007	DEPMITCRED002	DEPMITCRED003	DEPMITCRED006	DEPMITCRED001	DEPMITCRED008	DEPMITCRED004

AGREEMENT FOR PURCHASE AND SALE OF MITIGATION CREDITS

THIS AGREEMENT FOR PURCHASE AND SALE OF STREAM CREDITS

(this "Agreement") is dated this 11 day of April, 2025 by and between AllStar

Ecology,

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LLC, a West Virginia Limited Liability Company and the operator of a stream and wetland mitigation bank commonly known as the Meadow Bluff Mitigation Bank ("Seller"), and West Virginia Department of Environmental Protection, a West Virginia Regulatory Agency ("Purchaser").

RECITALS

A. Seller has acquired the right to create and operate a wetland and stream mitigation bank on approximately 94.51 acres located in Greenbrier County, West Virginia (the "Meadow Bluff Mitigation Bank," or the "Bank"); and

B. Seller has developed the Bank under United States Army Corps of Engineers - Pittsburgh District (the "Corps") and the West Virginia Department of Environmental Protection ("WVDEP") Nationwide Permit No. 27 LRH-2022-00145-GAU, the Mitigation Site Plan and Umbrella Mitigation Banking Instrument for the Hackers Creek Mitigation Bank (the "UMBI") dated May 2016 and approved January 31, 2017 by the Corps and the WVDEP to operate as a wetland and stream mitigation bank with wetland and stream credits available for sale; and

C. Seller has received approval from the Corps and WVDEP to offer wetland and stream credits from the Bank for sale as compensation for the loss of wetlands and streams due to impacts to aquatic resources within the "Service Area," as defined by the UMBI, which shall include the areas identified by the following eight-digit Hydrologic Unit Codes ("HUCs") as designated by the U.S. Geological Survey ("USGS"): Primary – Gauley (05050005) and Secondary – Lower Kanawha (05050008), Upper Kanawha (05050006), Elk (05050007), Greenbrier (05050003), James (02080201), Upper New (05050002), Lower New (05050004), and Coal (05050009); and

D. Purchaser desires to purchase from Seller, and Seller desires to sell to Purchaser stream mitigation credits pursuant to the terms and conditions set forth herein. Pursuant to WV Department of Environmental Protection In Lieu Fee Program and

E. The Corps has determined that Purchaser shall be required to purchase a total of 751.79 credits, of which, 751.79 Stream Credits will be purchased from Seller's Meadow Bluff Mitigation Bank.

## AGREEMENT

In consideration of the foregoing and the mutual promises, covenants, agreements and obligations of the parties contained in this Agreement, the adequacy and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Seller and Purchaser agree as follows:

**1. Recitals.** The recitals to this Agreement are herein incorporated by reference and made an integral part hereof as if fully set forth herein.

**2. Agreement to Sell and Purchase.** Seller hereby agrees to sell to Purchaser or its designee(s), and Purchaser, or its assignee(s), hereby purchases from Seller 751.79 mitigation credits (the "Credits") in the Bank. No later than one (1) year following the transfer of any Credit to Purchaser, commencing upon date of receipt of invoice by Purchaser of an invoice for the same, or as otherwise agreed to by the parties to this Agreement, Purchaser shall apply the Credit toward one or more projects owned or controlled by Purchaser or by one of its affiliates, as provided in Section 6(1) of this Agreement. Seller agrees to cooperate with and assist Purchaser in preparation of any documentation necessary to demonstrate the validity or efficacy of these applications of Credit pursuant to this Agreement to the Corps, WVDEP, United States Environmental Protection Agency ("EPA") and any other governing agency with jurisdiction over the creation and operation of wetland and stream mitigation banks.

**3. Purchase Price.**

(a) The purchase price for each Stream Credit shall be Six Hundred and Forty and 00/100 Dollars (\$640.00), for a total purchase price of \$481,145.60 (\$481,145.60) (the "Purchase Price"). Purchaser shall make payment of the Purchase Price by depositing the Purchase Price with Seller within twenty-one (21) days of Seller notifying Buyer that Seller has received Secondary Service Area Approval. All payments hereunder shall be made to AllStar Ecology LLC.

(b) Upon payment in full for any Credit, neither Purchaser nor its successors, assignees or designees shall be liable to Seller or to any third party for the payment of any other consideration or fee in connection with the conveyance or assignment and/or re-conveyance of that Credit to Purchaser or its affiliates.

(c) Seller shall fully release, indemnify, defend, and hold harmless Purchaser and Purchaser's successors, affiliates, assigns, and designees, and its and their respective contractors (excluding Seller), subcontractors, directors, officers and employees, from and against all claims, liabilities, obligations, losses, damages, suits, costs and expenses (including reasonable attorney's

fees and disbursements) of whatsoever kind and nature which arise out of, or are related to, Seller's failure to comply with this Agreement, including a breach by Seller of any of its representations, warranties and covenants herein. This Section 3(c) shall survive the expiration or earlier termination of this Agreement.

**4. Delivery of Credits.** Upon payment in full for any Credit, Seller shall deliver to Purchaser, its successors, assigns or designees the following documents to evidence the conveyance of the Credits:

(a) An affidavit in substantially the same form as Exhibit A attached hereto, with the project number filled in, if requested, and which upon the written request of Purchaser shall also be delivered by Seller to the Corps, EPA, and, if appropriate, the WVDEP.

(b) A bill of sale for the Credits in substantially the same form as Exhibit B attached hereto.

**5. Representations, Warranties and Covenants.** Seller hereby represents, warrants and covenants with Purchaser as follows as of the date of this Agreement and again on the date of any and all transfers of Credits:

(a) Seller expressly represents, warrants, and covenants the matters set forth as Recitals A, B, C, and D above.

(b) Seller has a sufficient number of credits in the Bank to consummate the transactions contemplated herein.

(c) Seller shall follow and comply with all maintenance requirements for the Bank as required by the Corps, WVDEP, EPA, and any other agency having jurisdiction over the Bank.

(d) Seller has full power and authority to convey the Credits to Purchaser, free and clear of any liens, security interests or other encumbrances, and to consummate the transactions contemplated herein

(e) Seller has full power and authority to convey the Credits to Purchaser and to consummate the transactions contemplated herein.

(f) There is no pending or threatened action or proceeding affecting Seller before any court, governmental agency, or arbitrator that would adversely affect Seller's ability to comply with its obligations hereunder.

(g) Seller hereby covenants and agrees with Purchaser that Seller shall not sell any number of credits in the Bank that would prevent the consummation of the transactions contemplated herein.

(h) Seller shall be solely responsible, at its sole cost and expense, for compliance with Seller's obligations under this Agreement and with all statutes, regulations, and other requirements applicable to the operation, management, and maintenance of the Bank (collectively the "Bank Regulatory Requirements"). Seller shall release, indemnify, defend, and hold harmless Purchaser and Purchaser's successors, affiliates, assigns, and designees, and its and their respective contractors (excluding Seller), subcontractors, directors, officers and employees ("Purchaser Indemnified Parties"), from and against all claims, liabilities, obligations, losses, damages, suits, actions, orders, investigations, or proceedings of whatsoever kind and nature arising from or based on Seller's failure to comply with (i) this Agreement, including, but not limited to, a breach by Seller of any of its representations, warranties and covenants herein, and (ii) any Bank Regulatory Requirements, in any case with such indemnification to include any and all costs and expenses, including without limitation, reasonable attorneys' fees, incurred by Purchaser Indemnified Parties related thereto.

(i) Seller represents and warrants that the execution and delivery of this Agreement on behalf of Seller has been duly authorized and such execution and delivery shall constitute the valid and binding agreement of Seller and is and shall be valid, binding, and legally enforceable in accordance with its terms.

(j) All of Seller's representations, warranties, and covenants herein shall survive the termination of this Agreement and the delivery of the bill or bills of sale pursuant to this Agreement.

## **6. Miscellaneous**

(a) Notices. Any notice, demand or request which is required or permitted hereunder shall be deemed effective when hand delivered, sent by a receipted overnight delivery service, or mailed, via certified mail, to the following addresses:

Seller: AllStar Ecology, LLC  
Attn: Ryan L. Ward  
1582 Meadowdale Road  
Fairmont, WV 26554



Purchaser: West Virginia Department of Environmental Protection  
601 57<sup>th</sup> Street East  
Charleston, WV 25304

The parties may change the address for notices by delivery of a change of address to the other party in accordance with the requirements set forth above.

(b) Entire Agreement; Modification. This Agreement contains the entire understanding of the parties and is intended as a final expression and a complete statement of the terms of their agreement. The terms of this Agreement specifically supersede any existing agreement between the parties hereto with respect to the subject hereof. This Agreement shall not be modified or amended except by a written document executed by both parties.

(c) Governing Law. The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of West Virginia, with the proper venue being Upshur or Harrison Counties, except to the extent that any applicable federal law or regulation shall supersede West Virginia law in relation to the matters set forth in this Agreement.

(d) Compliance with Applicable Laws. Both parties shall comply with all applicable federal, state, and local laws, rules, regulations, and orders in the conduct of their obligations hereunder.

(e) Severability. The provisions of this Agreement shall be deemed severable and, if any term herein shall be held invalid, illegal, or unenforceable, the remainder of this Agreement shall continue to be effective and binding on the parties.

(f) Additional Assurances. Seller and Purchaser agree to execute and deliver any other document or documents that may be requested from time to time by the other party necessary to perform such party's obligations under this Agreement.

(g) Attorney's Fees. If legal action is commenced by either party to enforce its rights under this Agreement, the prevailing party in such action shall be entitled to recover reasonable costs incurred by it, including, but not limited to, reasonable attorneys' fees and costs, in addition to any other relief granted.

(h) Nature of Credits. The sale and conveyance of the Credits pursuant to this Agreement shall not constitute the conveyance or transfer of any right, interest, or ownership of real property or the Bank, nor shall such conveyance impose upon Purchaser any obligation, duty, or liability arising from or incident to ownership of an interest in real property.

(j) Force Majeure. Should Seller be prevented from complying with any express or implied covenant of this Agreement because of any changes to federal or state law that renders the purpose of this Agreement ineffective, or because of any order, rule, or regulation of a governmental authority that renders the purpose of this Agreement ineffective, then while so prevented, Seller's obligations to comply with such covenant shall be suspended, and Seller shall not be liable in damages for failure to comply therewith.

(i) Purchaser shall have the right to terminate this Agreement based on the occurrence of any Force Majeure event that delays the release of Credits

(ii) This Force Majeure provision is effective only so long as Seller is in full compliance with federal and state law.

(k) Exclusivity. During the pendency of this Agreement and for so long as Purchaser is not in default of its duties pursuant to this Agreement, Seller shall neither seek nor solicit any offers relating to the sale, transfer, or other disposition of the Credits, nor respond to, negotiate, or accept any such offers, even if unsolicited.

(l) Assignability. Purchaser may assign its rights and obligations hereunder to any project undertaken by Purchaser's parent company or its subsidiaries or affiliates. Seller shall not assign its obligations hereunder to any third-party entity without the prior written consent of Purchaser, which may be withheld in Purchaser's sole discretion.

(m) Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which shall together constitute one and the same Agreement. Signed signature pages may be transmitted by facsimile or email and any such signature shall have the same legal effect as an original.


*(Remainder of page intentionally left blank. Signature page follows.)*

WITNESS the following authorized signatures:

SELLER: ALLSTAR ECOLOGY, LLC., a West Virginia Limited Liability Company

By:   
Printed: Ryan L. Ward  
Title: Member

PURCHASER: WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL  
PROTECTION, a West Virginia Regulatory Agency

By:   
Printed: Jessica Smith  
Title: ASM II



**ALLSTAR ECOLOGY**  
Natural Resource Specialists

**AllStar Ecology LLC**

**Purchase Order #040225**

March 27, 2025

TO

Jessica Chambers-Smith, DEP Procurement Manager  
601 57th Street SE  
Charleston, WV 25304  
(304)926-0499 ext.41140

REMIT PAYMENT TO

Allstar Ecology LLC  
1582 Meadowdale Road  
Fairmont, WV 26554

SUBJECT:

Mitigation Credit Supply – Secondary Service Area 4

TOTAL AMOUNT DUE: \$ 481,145.60

Meadow Bluff Mitigation Bank	Watershed	Mitigation Credits		Price Per Credit	
		Stream	Wetland	Stream	Wetland
Meadow Bluff	05050005	751.79	0.00	640.00	52,000.00
Totals					
	Total			\$481,145.60	

Payment Terms: N-30

For questions regarding this invoice, contact:

Matthew Poling

Financial Manager

[matthew.poling@allstarecology.com](mailto:matthew.poling@allstarecology.com)

304-816-3490

**AllStar Ecology, LLC**  
1582 Meadowdale Rd. Fairmont, WV 26554  
[www.AllStarEcology.com](http://www.AllStarEcology.com)  
Office: 304-816-3490  
Fax: 1-866-213-2666

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## West Virginia Secretary of State — Online Data Services

### Business and Licensing

Online Data Services Help

### Business Organization Detail

*NOTICE: The West Virginia Secretary of State's Office makes every reasonable effort to ensure the accuracy of information. However, we make no representation or warranty as to the correctness or completeness of the information. If information is missing from this page, it is not in the The West Virginia Secretary of State's database.*

### ALLSTAR ECOLOGY LLC

Organization Information								
Org Type	Effective Date	Established Date	Filing Date	Charter	Class	Sec Type	Termination Date	Termination Reason
LLC   Limited Liability Company	12/17/2007		12/17/2007	Domestic	Profit			

Organization Information			
<b>Business Purpose</b>	5416 - Professional, Scientific and Technical Services - Professional, Scientific and Technical Services - Management, Scientific and Tech Consulting Services (administrative, general, HR, marketing, process, physical distribution, logistics, environmental)		
<b>Charter County</b>	Marion	<b>Control Number</b>	0
<b>Charter State</b>	WV	<b>Excess Acres</b>	
<b>At Will Term</b>	A	<b>Member Managed</b>	MBR
<b>At Will Term Years</b>		<b>Par Value</b>	

**Authorized  
Shares****Young  
Entrepreneur**

Not Specified

**Addresses**

Type	Address
<b>Designated Office Address</b>	1582 MEADOWDALE ROAD FAIRMONT, WV, 26554
<b>Mailing Address</b>	1582 MEADOWDALE ROAD FAIRMONT, WV, 26554 USA
<b>Notice of Process Address</b>	RYAN WARD & GREG SHORT 1582 MEADOWDALE ROAD FAIRMONT, WV, 26554
<b>Principal Office Address</b>	1582 MEADOWDALE ROAD FAIRMONT, WV, 26554 USA
Type	Address

**Officers**

Type	Name/Address
<b>Member</b>	RYAN WARD 233 GILBOA ROAD FAIRMONT, WV, 26554
<b>Member</b>	GREG SHORT 765 EISENTROUT ROAD BRUCETON MILLS, WV, 26525
<b>Organizer</b>	SARAH MCCLURG 1582 MEADOWDALE ROAD FAIRMONT, WV, 26554 USA
<b>Organizer</b>	WALTER VESELKA ROUTE 1 BOX 258 REEDSVILLE, WV, 26547
Type	Name/Address

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To: All State Agencies Under Purchasing Division  
From: Samantha Willis, Director & General Counsel  
WV Purchasing *SW*  
Date: January 23, 2025  
Re: \$100,000 Spending Requests

CDO DEP25\*6  
Mitigation Credits SA4

### MEMORANDUM

Pursuant to Executive Order 4-25, signed into effect by Governor Morrisey on January 14th, 2025, all expenditures over \$100,000 must be reviewed by the Governor's Office in advance. Any solicitations, purchase orders, or other contracts currently in the possession of the Purchasing Division, which are estimated to cost over \$100,000 are being placed on hold for review. Our Division is providing documentation of those to the Governor's Office for review.

Any new requisitions valued over \$100,000 that are received by the Purchasing Division, must have a copy of this memorandum and accompanying signatures to process as usual. If there is no evidence of Governor's Office review or approval, your requisition will be returned to seek that approval.

Thank you all for your hard work, and please feel free to reach out with any questions on our end; if you have questions about the procedure for seeking the necessary approvals internally, I would recommend reaching out to your Cabinet Secretaries and/or your Department's Governor's Office liaison.

The Accompanying Request has been reviewed and approved by the following:

**Gary W Rogers**

Digitally signed by: Gary W Rogers  
DN: CN = Gary W Rogers email = gary.w.rogers@wv.gov C =  
US O = WV Dept of Environmental Protection OU = Fiscal  
Services  
Date: 2025.04.08 12:04:10 -0400

Agency Head

Date

*[Signature]*  
Cabinet Secretary/Department Head

Date

*[Signature]*  
Governor's Office Representative

*4/7/2025*  
Date