Transaction Support Engineering other services and debt

Stephen Glaser <Stephen@glaser-group.com>
Fri 6/21/2024 7:04 AM
To:Melissa Hill <Mhill@Chesapeakewv.gov>

Please provide the supporting detail for the following transactions – they all appear to be part of service or debt for service performed as well as the legal action.

The supporting detail shall not only contain the individual invoice and check detail but the vendors account detail showing all payments in regard to the transaction as well as the basis.

Such as civil action support need to be settlement that includes the total, terms, and detail of payments such as account detail for the that total liability. For the services the reason total of services rendered and the account detail for that vendor for not only FY 2021 but also 2022 and 2023 FY time period.

Check	9/28/2020	15187	Kanawha PSD	Inv# 08-2020C	1.242.75
Check	9/16/2020	15178	Chapman Technical Group	#7 of 12 pymts	500.00
Check	10/14/2020	15211	Chapman Technical Group	9th payment of 12	500.00
Check	10/14/2020	15212	Arnett Carbis Toothman	3rd payment on $78.737.59 balance	1.000.00
Check	10/14/2020	15213	Bowles Rice LLP	C6987	1.000.00
Check	10/14/2020	15215	Bennett & Dobbins PLLC	Inv. #28830 3rd pymt	1.000.00
Check	6/15/2021	15448	WV DEPT ENVIRONMENTAL PROTECTION	Civil Action # 15-C-2055	2.000.00
Check	5/21/2021	15423	Dunn Engineers. Inc.	Arrearages 2018-2019-2020	1.407.50

Would like to review either Monday or Tuesday of next week along with the other supporting detail gathered.

In addition please provide sometime today the g/l detail accounts of the supporting transaction detail for the government not only for FY 2021 that the submitted statements were based but also for 2022 and 2023 along with the 22 and 23 statements as provided for 2021.

Thanks

Stephen P Glaser CPA

304-552-4101

Stephen@Glaser-Group.com

or

accounting@glaser-group.com

LGSD BR (Ver. 2023)

Ora Ash, Deputy State Auditor
West Virginia State Auditor's Office
200 West Main Street
Clarksburg, WV 26301
Phone: 627-2415 ext. 5101 or ext. 5119
Fax: 304-340-5090
Email: lgs@wvsao.gov

Person To Contact Regarding Request:
Name: **Debbie Hill**
Phone: **304-949-1496**
Fax: **304-949-5283**
Email: dhill@chesapeakewv.gov

REQUEST FOR REVISION TO APPROVED BUDGET

Subject to approval of the state auditor, the governing body requests that the budget be revised prior to the expenditure or obligation of funds for which no appropriation or insufficient appropriation currently exists. (§ 11-8-26a)

CONTROL NUMBER
Fiscal Year Ending: 2024
Fund: Gen-01
Revision Number: 1
Pages: 1 of 1

Town of Chesapeake (WV)
GOVERNMENT ENTITY

12404 MacCorkle Ave
STREET OR PO BOX

Chesapeake
CITY

25315
ZIP CODE

Municipality
Government Type

REVENUES: (net each acct.)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PREVIOUSLY APPROVED AMOUNT	(INCREASE)	(DECREASE)	REVISED AMOUNT
296	Restricted Fund Balance		223,047		223,047
297	Committed Fund Balance		11,034		11,034
298	Assigned Fund Balance	6,000	476		6,476
299	Unassigned Fund Balance	310,000	73,587		383,587
301-01	Property Taxes - Current Expense (Page 3-Net)	113,609	3,836		117,445
303	Gas and Oil Severance Tax	400	14,487		14,887
	NET INCREASE/(DECREASE) Revenues (ALL PAGES)		475,719		

Explanation for Account # 378, Municipal Specific:

Explanation for Account # 369, Contributions from Other Funds:

EXPENDITURES: (net each account category)

(WV CODE 7-1-9)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PREVIOUSLY APPROVED AMOUNT	(INCREASE)	(DECREASE)	REVISED AMOUNT
409	Mayor's Office	9,000	713		9,713
410	City Council	9,000		357	8,643
411	Recorder's Office	4,800	2,641		7,441
412	City Manager's Office		819		819
415	City Clerk	75,000		9,343	65,657
416	Police Judge's Office	2,400		2,400	
417	City Attorney	50,000		27,238	22,762
418	City Auditor	20,000		20,000	
440	City Hall	206,000	2,595		208,595
566	Public Work	45,000		45,000	
	NET INCREASE/(DECREASE) Expenditures		475,719		

APPROVED BY THE STATE AUDITOR

BY:
Deputy State Auditor, Local Government Services Division **Date**

Deborah L. Hill
AUTHORIZED SIGNATURE OF ENTITY

6/24/2024
APPROVAL DATE

Premium Summary

Coverage	Term	Carrier	AM Best Rating	Admitted or Non Admitted	Proposed Term Premium
Property	2024-2025	Travelers	A++	Admitted	$16,626
Crime	2024-2025	Travelers	A++	Admitted	$566
Inland Marine	2024-2025	Travelers	A++	Admitted	$365
General Liability	2024-2025	Travelers	A++	Admitted	$6,645
Employee Benefits Liability	2024-2025	Travelers	A++	Admitted	$192
Law Enforcement Liability	2024-2025	Travelers	A++	Admitted	$6,621
Public Entity Management Liability	2024-2025	Travelers	A++	Admitted	$1,770
Public Entity Employment-Related Practices Liability	2024-2025	Travelers	A++	Admitted	$2,500
Automobile Liability	2024-2025	Travelers	A++	Admitted	$12,909
Automobile Physical Damage	2024-2025	Travelers	A++	Admitted	$5,298
Umbrella	2024-2025	Travelers	A++	Admitted	$3,136
Workers Compensation	2024-2025	Encova	A-	Admitted	$7,950
Taxes & Surcharges	2024-2025				$302
TOTAL ESTIMATED ANNUAL PREMIUM WITH TAXES & SURCHARGES					**$64,880**

Binding Requirements:

- "Client Authorization to Bind" signed by the insured

Payment Terms:

- Travelers – 4 Pay Quarterly with first payment due on 7/1/2024
- Encova – A deposit of $1,590 is due before 07/01/2024 to Encova Insurance PO Box 11285 Charleston, WV 25339

Note:
In evaluating your exposure to loss, we have been dependent upon information provided by you. If there are other areas that need to be evaluated prior to binding of coverage, please bring these areas to our attention. Should any of your exposures change after coverage is bound, such as your beginning new operation, hiring employees in new states, buying additional property, etc., please let us know so proper coverage(s) can be discussed.

Higher limits may be available. Please contact us if you would like a quote for higher limits.

WVcorp

Town of Chesapeake

Contribution Summary Form

Coverage	Deductible	Contribution
Property : Special Form; Replacement Cost (or stated otherwise); No Coinsurance; Blanket	See Schedule	$11,112
Inland Marine : Replacement Cost if Scheduled, otherwise Actual Cash Value	See Schedule	$313
Equipment Breakdown	$1,000	$494
General Liability : $1,000,000 Combined Single Limit; Occurrence Form; No Annual Aggregate; Non-Audited	None	$8,765
Law Enforcement Liability : $1,000,000 Limit	$2,500	Included
Public Officials Liability : $1,000,000 Limit Each Wrongful Act	$2,500	$6,002
Automobile : $1,000,000 Liability for Owned Autos; Coverage Level per Schedule; Automatic Coverage for Additions; Non-Audited	See Schedule	$15,600
Crime : Blanket $50,000 Faithful Performance; In/Out Robbery; Counterfeit; Forgery; Computer Fraud; Telephone Toll Fraud $25,000 sublimit	$250	$300
Excess Liability : Refer to the proposal page for limit information. Underlying limits must be exhausted before excess liability is available for losses.	None	$3,262
Environmental Liability : $500,000 Limit	$25,000	Included
Cyber Risk : $250,000 Limit	None	Included
Workers' Compensation :	None	$9,078
Grand Total Annual Contribution		**$54,926**
Total Contribution Due		$54,926

Any additions or deletions made after the proposal and initial billing effective up to and including July 1st will result in an endorsement and contribution adjustment.

In order to be eligible for WVcorp membership, the following coverages must be selected: Property (where applicable), General Liability, Business Auto (where applicable), and Crime. To be eligible for Workers' Compensation coverage, Property & Casualty must be in effect with WVcorp.
Quarterly installment payment terms available for Workers' Compensation coverage only.

Greenbrier Government Solutions

Greenbrier Government Solutions Inc.
220 Kopperston Road, Oceana WV 24870
www.ggswv.com | Phone/Fax: 888-600-4447

***TIN:* 810692767 | *UEI:* KVMTJANNET58 | *DUNS:* 080083427 | *CAGE:* 7HST2 |**
***GSA Contract: : 47QTCA18D0070 | SEWP CONTRACT #:* NNG15SD49B, NNG15SE09B**

QUOTE#:	**ToCWV-06242024**	**DATE:**	**6/24/24**	***Due: 15 DAYS***
TO:	**Mayor Melissa Hill**	**FROM:**	Nathan Johnson	**INVOICE**
COMPANY:	Town of Chesapeake (WV)	**TITLE:**	Vice President	
ADDRESS 1:	12404 MacCorkle Ave	**PHONE:**	304-767-1366	ToCWV-06242024
ADDRESS 2:		**EMAIL:**	njohnson@ggswv.com	
CITY:	Chesapeake			
STATE:	WV			
ZIP:	25315	**RETURNS:**		
PHONE:	304-949-1496	**NOTES:**	ACH PAYMENT TO: Greenbrier Government Solutions Inc. Routing Number: 051503394 Acct #: 0005178599447	
FAX:				
EMAIL:	mhill@chesapeakewv.gov			

Part #	Description	QTY	Discounted Price	Extended Price
CFQ7TTC0HL91:000C:P1Y:Y:ELT	Microsoft 365 GCC G5 (Annual License)	20	$640.00	$12,800.00
			TOTAL:	**$12,800.00**

Freedom of Information Act Request

Town of Chesapeake, WV

12404 MacCorkle Avenue

Chesapeake, West Virginia, 25315

Dear Sir/Madam:

I hereby request, under the Freedom of Information Act, a copy of all records and documents be provided to me as follows: Any and all investigative records, including fecal matter and smoke test results in the immediate vicinity of Porter Cotton Park, prior to and since the closing of said park, on or about June 1, 2023, located at 116th Street and Kanawha Avenue, in the city of Chesapeake, WV 25315. This request also includes any and all of the digital mapping performed by Chapman Technical engineering company and/or any other investigative engineering group, indicating where samples were taken, with the results. These records and mapping files and may be delivered in any generally accepted digital CAD files, such as DWG, DXF or PDF.

You are aware of the fact that I am a member of the Chesapeake Sanitary Board, as well as a citizen of the Town of Chesapeake, and I should be entitled to these records without cost and therefore request a waiver of all fees for this request. I will supply a 128 GB Flash Drive for the records requested, which should eliminate the cost of copy paper, as well as room for the digital mapping and data. If more storage space is needed, contact me & I will provide additional ones.

Disclosure of the requested information to me is in the public's interest because it will contribute significantly to public understanding of the operations and activities of the park, as well as the status of our ongoing sanitary sewage system activities.

If you need to discuss this request, I can be reached at [redacted] Thank you for your consideration of my request.

Sincerely, _____ Date: 5-29-2024

Herbert L. Shearer

[redacted]

Chesapeake, WV 25315

[redacted]

STATE OF WEST VIRGINIA, COUNTY OF KANAWHA, TO WIT: The foregoing instrument was acknowledged before me this 29 day of May, 2024.

Carrie Moore My Commission Expires: 10/24/27

[Seal] Notary Public

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Carrie Moore
CITY NATIONAL BANK
9005 MACCORKLE AVE
MARMET, WV 25315
My Commission Expires October 24, 2027

WITNESS the following signature:

Herbert L. Shearer

WV-FOIA REQUEST

Audit Save America <auditsaveamerica@gmail.com>

Fri 6/14/2024 5:00 AM

To:Melissa Hill <Mhill@Chesapeakewv.gov>;Robin Taylor <rtaylor@Chesapeakewv.gov>

To Whom It May Concern:

Pursuant to the West Virginia Freedom of Information Act, I request an electronic copy of the following:

- Current Budget for the Town of Chesapeake and its subsidiaries;

- Specific employment information, including full name, signed Oath of Office, job application résumé, date of hire, date of termination, position(s), position changes, base salaries, gross pay, net pay, overtime amount(s), bonus amount(s), stipend(s), pay changes, e-mail address(es), residential address(es), telephone number(s), and cellular telephone number(s), for any person employed by or elected to the Town of Chesapeake and its subsidiaries from the specific duration of time between January 1, 2023 to December 31, 2023.

Should the custodian wish to claim that any responsive public record or portion thereof to be exempt from public disclosure under the West Virginia Freedom of Information Act, I request that a Vaughn index of the relevant public record and corresponding document(s) be provided. See Vaughn v. Rosen, 484 F.2d 820 (D.C. Cir. 1973). The Vaughn index must provide a relatively detailed justification as to why each document is exempt, specifically identifying the reasons why an exemption under West Virginia Code §29B-1-4 is relevant and correlating the claimed exemption with the particular part of the withheld document to which the claimed exemption applies. It must describe each document with sufficient specificity "to permit a reasoned judgement as to whether the material is actually exempt." Founding Church of Scientology v. Bell, 603 F.2d 945, 959 (D.C. Cir. 1979). The Vaughn index must also "describe each document or portion thereof withheld, and for each withholding, it must discuss the consequences of supplying the sought-after information." King v. U.S. Dep't of Justice, 830 F.2d 210, 223-24 (D.C. Cir. 1987).

I also request that a reasonably segregable portion of the remaining materials be provided after any permissible redactions, pursuant to West Virginia Code §29B-1-4. All responsive documents should be made available on a rolling basis, and a timeline provided that includes the date(s) of fulfillment for any public record(s) not made readily available. The responsive documents may be uploaded to a Google Drive, or sent over the course of multiple e-mails due to file size limitations, as in-person pickup, postal mail, and USB drive will not be accepted.

The custodian must respond within five working days by either granting the request or giving written reasons for its denial, pursuant to West Virginia Code §29B-1-3(4). No response will be considered an unlawful denial of access to public records under the West Virginia Freedom of Information Act.

I reserve the right to institute litigation proceedings for injunctive and declaratory relief in the Thirteenth Judicial Circuit Court of Kanawha County, for any failure by the custodian to timely respond to each request made, or to a determination to withhold any responsive information.

Please acknowledge receipt of this request and provide an estimated timeline for when this request is expected to be fulfilled. All responsive information and correspondence shall be sent via e-mail communication to auditsaveamerica@gmail.com.

Town Of Chesapeake
Profit & Loss
June 2024

		Jun 24
Ordinary Income/Expense		
Income		
REVENUES		
301 Property Taxes KC Sheriff		2,021.83
304 Excise Tax on Utilities		5,260.50
320 Fines, Citation & Court fee		25.00
325 License		20.00
326 Building Permit Fees		15.00
330 IRP Fees (Interst Reg Plan)		14,635.05
341 Municipal Service Fees		7,387.88
351 Police Protection Fees		1,950.52
352 Fire Protection Fees		1,773.39
377 Greenbrier Table LOTTGRNBRI		27.09
396 Table Game Lott LOTTBLGAME		846.19
397 Video Lottery (LVL)		496.08
399 Misc Revenues		203,210.50
400 Recyle		183.00
Interest Income		47.70
Total REVENUES		237,899.73
Total Income		237,899.73
Gross Profit		237,899.73
Expense		
GENERAL GOVERNMENT EXPENDITURES		
409 Mayor's Office		
Mayor Stipend	750.00	
Payroll Taxes Mayor	57.38	
Total 409 Mayor's Office		807.38
410 City Council		
City Council Payroll Taxes	42.27	
City Council Stipend	525.00	
Total 410 City Council		567.27
411 Recorder's Office		
Payroll Taxes	175.79	
Recorder Stipend	1,803.00	
Total 411 Recorder's Office		1,978.79
440 City Hall		
Auto	56.56	
Bank charges	111.85	

Town Of Chesapeake
Profit & Loss
June 2024

		Jun 24
Contract Services		
Contract Service Messaging		61.20
IT support		13,320.00
Outsourcing Labor		1,564.50
Payroll Processing Fees		163.63
Telephone		47.88
Contract Services - Other		966.00
Total Contract Services		16,123.21
Fuel		723.26
Office supplies		84.98
Payroll Expenses -City Staff		6,914.62
Payroll Taxes- City Staff		545.59
Pest Control		63.60
Printing Expenses		207.32
Software & Apps		20,000.00
Utilities		
Comm Core		197.28
Electricity		
Annex Bldg	312.73	
Town Hall	958.20	
Total Electricity		1,270.93
Gas		
Gas Town Hall	74.18	
Total Gas		74.18
Water		
Annex Bldg	46.37	
Fire Hydrants	153.30	
Town Hall	45.46	
Total Water		245.13
Total Utilities		1,787.52
Total 440 City Hall		46,618.51
Interest Paid		178.56
Late Fees		18.43

Town Of Chesapeake
Profit & Loss
June 2024

	Jun 24	
Legal & Professional Services		
CPA Services	2,225.00	
Investigation Fees	3,000.00	
Total Legal & Professional Services		5,225.00
Total GENERAL GOVERNMENT EXPENDITURES		55,393.94
HEALTH & SANITATION		
800 Garbage Dept		
Auto Repairs & Maintenance	6,485.84	
Contract Services (Billing PSD)	1,523.50	
Payroll Expenses City Services	11,726.26	
Payroll Taxes City Services	982.68	
Refuse Fees		
Bulk	4,213.23	
Total Refuse Fees	4,213.23	
Total 800 Garbage Dept		24,931.51
Contract Services		124.40
Equipment Rental		2,376.69
Total HEALTH & SANITATION		27,432.60
PUBLIC SAFETY EXPENSE		
700 POLICE DEPT		
Police Payroll Tax	0.00	
Police salaries	0.00	
Telephone	566.91	
Total 700 POLICE DEPT		566.91
706 FIRE DEPARTMENT		
Capital Outlay	19,125.00	
Total 706 FIRE DEPARTMENT		19,125.00
Total PUBLIC SAFETY EXPENSE		19,691.91

Town Of Chesapeake
Profit & Loss
June 2024

	Jun 24
STREET & TRANSPORTATION	
752 School Flashers	16.49
Total STREET & TRANSPORTATION	16.49
Total Expense	102,534.94
Net Ordinary Income	135,364.79
Net Income	**135,364.79**

Town Of Chesapeake
Balance Sheet
As of June 30, 2024

	Jun 30, 24
ASSETS	
Current Assets	
Checking/Savings	
American Rescue Act	145,525.00
Bonding Commitment	11,034.37
Change Drawer	157.05
Chesapeake Disposal Account	1,500.00
Chesapeake Fire Fee Account	13,826.57
Garbage & Sewer	4,246.19
GF City National Bank 3019	167,780.86
Opiod Fund Account	12,246.16
Petty Cash	100.00
Police Fund	40,989.88
Total Checking/Savings	397,406.08
Accounts Receivable	
Accounts Receivable	16,461.96
Total Accounts Receivable	16,461.96
Total Current Assets	413,868.04
TOTAL ASSETS	**413,868.04**
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	41,227.45
Total Accounts Payable	41,227.45
Other Current Liabilities	
Bond from WV	11,034.37
Direct Deposit Liabilities	-2,621.32
Payroll Liabilities	9,722.41
Poca Valley Bank Loan Account	-14,250.98
Sewer Collection Account	-180,811.97
Total Other Current Liabilities	-176,927.49
Total Current Liabilities	-135,700.04
Total Liabilities	-135,700.04

Town Of Chesapeake
Balance Sheet
As of June 30, 2024

	Jun 30, 24
Equity	
Opening Balance Equity	77,871.93
Retained Earnings	350,153.23
Net Income	121,542.92
Total Equity	549,568.08
TOTAL LIABILITIES & EQUITY	413,868.04

Town Of Chesapeake
Expenses by Vendor Summary
April through June 2024

	Apr - Jun 24
3 Vets Heating and Cooling	0.00
ADP	236.05
Advantage Technology LLC	54,341.50
American Water	124.40
AMG Network Hosting, LLC	1,633.25
Appalachian Power	10,544.59
ARM SIC	6,000.00
AT&T mobility	2,502.00
Auto Zone	56.56
Brian Bowen	812.16
Capitol Ford	6,485.84
Chesapeake School Elementary School	1,000.00
Cintas	139.09
City National Bank	2.00
Comm Core	621.84
Compton Office Machine Company	674.70
Courtney Spicer	423.44
East Bank Middle School	200.00
Fastenal Company	11,105.72
GovPilot LLC	20,000.00
Greenbrier Government Solutions, Inc.	12,800.00
J.R.' S Frame and Body	4,437.68
Kanawha County Sheriff's Office Software	-2,021.83
Kanawha PSD	4,625.45
Kanawha Valley Regional Trans Auth	2,576.02
Laura Cox Planning & Design	1,000.00
M W Kryzak & Sons, Inc.	328.00
Miss Utility	112.45
Mountaineer Gas Company	741.79
net2phone inc.	95.78
NIC of West Virginia	80.00
Optimum Business	449.53
Poca Valley Bank	468.83
Pro Chem Inc	2,996.78
Purchase Power	520.99
S Agarwal CPA AC	10,489.93
Shamblin Stone, Inc	421.20
Sunbelt Rentals, Inc	2,376.69
Terminix	190.80
The Best Hardware	1,331.94
Waste Management	1,843.28
Waste Mgmnt	9,616.44
WV American Water	-105.34
WV Auto Center LLC	138.35

Town Of Chesapeake
Expenses by Vendor Summary
April through June 2024

	Apr - Jun 24
WV Municipal League	480.60
WVSFMO	150.00
TOTAL	**173,048.50**

Please sign and return this page via mail, or email to AKBridge the Gap, LLC

Mail

AKBridge the Gap, LLC
31 Carriage Road
Charleston, WV 25314

Electronic Mail

ashley.burton@akbridgethegap.com
Melissa.Fuentes@assuredpartners.com

Services	Fee:	Check or Initial
• **Employee Handbook and Policy Review & Development**	**$3,000**	_____
• **Addendum to Handbook & Policy with Organizational Plan for Police Department**	**$1,000**	_____
• **Development of Job Descriptions and Review of Positions' Exempt/Non-Exempt Classification**	**$1,000**	_____
• **Development of Vacation/Sick Leave Plan and Policy**	**$1,000**	_____
• **City-wide Harassment/Discrimination Training** (2 sessions)	**$2,000**	_____
• **Annual HR Consulting Retainer** ($1,000/month for 12 months)	**$12,000**	_____

Contract payment can be made in full upon acceptance.
Payment for consulting can be paid in full or in biannual or quarterly installments in advance:

Select Desired Billing: ☐ **Payment in Full** ☐ **Biannual payments** ☐ **Quarterly payments**

Contract Term: August 1, 2024 through August 1, 2025

AKBridge the Gap reserves the right to charge additional fees for additional services performed outside of services listed above.

Town of Chesapeake Representative:

Name: _____

Signature: _____

Title: _____

Date: _____

AKBridge the Gap, LLC
Risk Management Representative:

By: _____

Signature: _____

Title: _____

Date: _____

5 APPENDIX B: PRICING

This agreement is based on the following information agreed upon by you. Any changes to this information require an updated service agreement.

SERVICES SUPPORTED BY THIS AGREEMENT

The following are covered by this agreement:

Description	QTY	Discounted Price	Extended Price
Device Monitoring with Patch Management – Per Device	20	$9.00	$180.00
Endpoint Detection & Response – Per Device	20	$7.50	$150.00
Workstation Backup – Per Device, 100GB Pooled Storage[1]	20	$22.00	$440.00
Microsoft 365 GCC Backup – Per User, 1TB Pooled Storage[1]	20	$5.00	$100.00
Network Monitoring/Inventory - Per Location	2	$150.00	$300.00
Technical Support - PC/Office Devices	20	$20.00	$400.00
Technical Support - Network Infrastructure – Per Location	2	$150.00	$300.00
Technical Support – Business Applications[2]		Time and Material	
Monthly Reoccurring Total			**$1,870.00**
MSP Implementation Fee			**$2,000.00**

[1]Pooled storage is multiplied per user/device. Additional storage utilized above the total pooled is charged at $0.02 per GB.

[2]Business applications outside of the Microsoft Application Suite are supported ad hoc and will incur a time and materials charge determined by rates found in Appendix C.

Since part of this service agreement includes device support, CLIENT is responsible for informing Greenbrier of changes to the number of devices within five (5) business days.

Additional devices added to the program after this agreement is initiated will have an incremental cost per month per device. The monthly pricing will be automatically updated with the additional devices.

Proprietary Information - Use or disclosure of content is subject to restrictions on the title page.

4 APPENDIX A: CONTACT INFORMATION

ACCOUNT MANAGER

Your Greenbrier Account Manager is Nathan Johnson. Please contact him if you wish to make any changes to or ask questions about your service agreement. You can contact your account manager in the following ways:

Telephone: 888-600-4447

Cell: 304-767-1366

Email: njohnson@ggswv.com

CLIENT INFORMATION

The primary CLIENT contact is:

NAME: Melissa Hill
ADDRESS: 12404 MacCorkle Ave
Chesapeake, WV 25315
PHONE: 304-949-1496
E-MAIL: Mhill@Chesapeakewv.gov

Changes to this agreement may only be requested by the persons named above. It is the responsibility of the CLIENT to notify Greenbrier of changes to the contact person.

This agreement covers the following CLIENT locations:

Site Number	Address	Phone	Contact
1 City Hall/Annex	12404 MacCorkle Ave, Chesapeake, WV 25315		
2 City Yard	11425 MacCorkle Ave, Chesapeake, WV 25315		

Proprietary Information - Use or disclosure of content is subject to restrictions on the title page.

12404 MacCorkle Avenue
Chesapeake, WV 25315
Phone: 304-949-1496
Email: townhall@chesapeakewv.gov
Website: https://chesapeake.wv.gov

Transparency
Respect
Winning

RESOLUTION

At a regular session of the county commission, held (Month, day, and year) July 22, 2024, the following order was made and entered:

SUBJECT: The revision of the Levy Estimate (Budget) for the County of Kanawha. The following resolution was offered:

RESOLVED: That subject to approval of the State Auditor as ex officio chief inspector of public offices, the county commission does hereby direct the budget be revised PRIOR TO THE EXPENDITURE OR OBLIGATION OF FUNDS FOR WHICH NO APPROPRIATION OR INSUFFICIENT APPROPRIATION CURRENTLY EXISTS, as shown on budget revision number 0001, for Fiscal Year 2024-2025 a copy of which is entered as part of this record.

12404 MacCorkle Avenue
Chesapeake, WV 25315
Phone: 304-949-1496
Email: townhall@chesapeakewv.gov
Website: https://chesapeake.wv.gov

Transparency
Respect
Winning

The adoption of the foregoing resolution having been moved by _____, and duly seconded by _____ the vote thereon was as follows:

Role	Printed Name	Yes / No	Signature
Recorder	Debbie Hill		
Council-at-Large	David Lloyd		
Council – Ward 1	Dona Lacy		
Council – Ward 1	Ron Petty		
Council – Ward 2	Wesley Dillard		
Council – Ward 2	Gary Davis		
Council – Ward 3	Katie Miller		
Council – Ward 3	William Smith		
Mayor	Melissa Hill		

WHEREUPON, Town of Chesapeake (WV), declared said resolution duly adopted, and it is therefore ADJUDGED and ORDERED that said resolution be, and the same is, hereby adopted as so stated above, and the Recorder is authorized to fix her signature on the attached "Request for Revision to Approved Budget" to be sent to the State Auditor for approval.

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RESOLUTION

SUPPORTING PARTICIPATION IN THE

DIVISION OF HIGHWAYS TRANSPORTATION ALTERNATIVE GRANT

WHEREAS, the Town of Chesapeake is applying to the West Virginia Division of Highways

for a Transportation Alternative Grant for a project entitled "Chesapeake Sidewalk Design";

WHEREAS, the grant application supports the wishes of the citizens of Chesapeake for a more walkable and safer community;

WHEREAS, the Council of the Town of Chesapeake met on the _____ day of _____ 2024 with a quorum present and passed the following Resolution

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE TOWN OF CHESAPEAKE, WEST VIRGINIA; we do hereby approve and endorse the application for a grant under the Transportation Alternative Grant Program, for a project known as the " Chesapeake Sidewalk Design" grant located within this community.

The adoption of the foregoing resolution having been moved by _____ and duly seconded by _____ the vote thereon was as follows:

Role	Printed Name	Signature
Recorder	Debbie Hill	
Council-at-Large	David Lloyd	
Council – Ward 1	Dona Lacy	
Council – Ward 1	Ron Petty	
Council – Ward 2	Wesley Dillard	
Council – Ward 2	Gary Davis	
Council – Ward 3	Katie Miller	
Council – Ward 3	William Smith	
Mayor	Melissa Hill	

AGREEMENT

THIS AGREEMENT, Made the 23 day of March, 1989, by and between the CITY OF MARMET, WEST VIRGINIA, a municipal corporation, hereinafter referred to as CITY, and the SANITARY BOARD OF THE TOWN OF MARMET, WEST VIRGINIA, a public corporation, hereinafter referred to as BOARD, and the CITY OF CHESAPEAKE, WEST VIRGINIA, hereinafter referred to as CHESAPEAKE, and the SANITARY BOARD OF THE TOWN OF CHESAPEAKE, a public body, hereinafter referred to as CHESAPEAKE BOARD.

WITNESSETH:

WHEREAS, the CITY owns, and the BOARD is responsible for the operation of, a sanitary sewer system and waste water treatment plant for which improvements are planned with the capability of providing secondary treatment levels as established by the United States Environmental Protection Agency and the West Virginia Department of Natural Resources; and

WHEREAS, CHESAPEAKE owns a sanitary sewer system and waste water treatment plant and which is operated by CHESAPEAKE BOARD; and

WHEREAS, the CITY proposes to construct a waste water treatment plant with adequate design capacity to treat the sewage of CHESAPEAKE and CITY, and the CITY agrees to reserve an adequate portion of the design capacity for use by CHESAPEAKE and CHESAPEAKE BOARD, subject to the terms set forth herein; and

WHEREAS, CHESAPEAKE and CHESAPEAKE BOARD desire to connect to the CITY'S treatment plant and to be provided with

secondary treatment of waste water at the CITY'S treatment plant, and,

NOW, THEREFORE, in consideration of the recitals, the parties do hereby agree with one another as follows:

1. The BOARD shall receive, treat and dispose of the waste water from CHESAPEAKE and CHESAPEAKE BOARD at the Board's Waste Water Treatment Plant, which is operated by the BOARD. The BOARD shall maintain responsibility for discharge of treated waste water in accordance with State and Federal laws and regulations; CHESAPEAKE and CHESAPEAKE BOARD shall not be liable for fines or penalties as a result of discharge violations resulting from improper operation of Board's Waste Water Treatment Plant; provided, however, CHESAPEAKE and CHESAPEAKE BOARD shall be liable for any fine and/or penalty incurred as a result of discharge violations occurring at the Waste Water Treatment Plant, that are a direct result of the introduction of prohibited materials into the CHESAPEAKE and CHESAPEAKE BOARD collection system.

2. CHESAPEAKE and CHESAPEAKE BOARD shall maintain at its sole cost, a sanitary sewer system meeting generally accepted sanitary engineering standards which will collect and transport sewage from within the boundaries of CHESAPEAKE to the CITY'S treatment plant; provided, however, that the cost of designing, construction, installing, maintaining and replacing the sewage collection line from CHESAPEAKE to CITY'S treatment plant shall

be allocated on the basis of waste water flow as hereinafter provided.

3. CHESAPEAKE and CHESAPEAKE BOARD'S waste water is to be metered in a manner and with equipment satisfactory to the BOARD. The costs of the meter shall be recognized by the parties hereto as a capital expenditure and be prorated between the CITY and CHESAPEAKE. The costs of maintaining, repairing and replacing said meter shall likewise be prorated between CITY and CHESAPEAKE as hereinafter provided. In the event of a malfunction of the meter, the monthly fee payable by CHESAPEAKE to CITY shall be based on comparable historical usage adjusted by any change in customers.

4. CHESAPEAKE and CHESAPEAKE BOARD agree that they will pay CITY and BOARD a proportionate share of the capital costs to construct the new sewage treatment plant. Such costs include debt service and coverage for revenue bonds to pay the actual costs of construction, engineering fees, legal fees, land and right of way acquisition, bond sale costs and other related expenses, which are not allowable for EPA participation. The proportion of those costs and other related costs will be based upon the design flow from CITY and CHESAPEAKE which are 320,000 gallons per day from MARMET and 440,000 gallons per day from CHESAPEAKE. CHESAPEAKE and CHESAPEAKE BOARD'S share will be 42.11% of the annual debt service and coverage costs and will be payable in twelve (12) equal monthly payments during the year. The annual capital costs allocated to CITY and CHESAPEAKE shall

be adjusted on a yearly basis according to the most recent year's actual waste water flow. It is agreed by and between the parties hereto that prior to the initial operation of the waste treatment plant, the CITY and BOARD and CHESAPEAKE and CHESAPEAKE BOARD shall have an engineering study performed to determine the actual daily flow of waste water anticipated to be treated at CITY'S treatment plant. Such study shall be conducted simultaneously in the CITY and CHESAPEAKE during the period 1986 and the percentages of waste water flow determined therefrom, in relation to the total capacity and design of the waste water treatment plant, shall determine the % of capital costs of construction and operation expenses to be borne by CITY and CHESAPEAKE as set forth in this paragraph and the next paragraph of this Agreement.

5. CHESAPEAKE and CHESAPEAKE BOARD agree that they will pay CITY and MARMET BOARD their proportionate share of the operating and maintenance costs of CITY'S and BOARD'S treatment plant on the % basis established in the preceding paragraph, such fee to be stated on the basis of $0.2757 per 1,000 gallons of flow, the items of cost to be used in making such calculation to be those set forth on Attachment "A" and "B" hereto.

6. It is understood and agreed by and between the parties hereto that the aforesaid monthly payments of operating costs and capital costs shall be billed and paid by CHESAPEAKE and CHESAPEAKE BOARD as one monthly payment as hereinafter provided.

7. CHESAPEAKE and CHESAPEAKE BOARD will pay, and will protect, indemnify and save the BOARD and the CITY harmless from and against all liabilities, losses, damages, costs and expenses (including attorney fees and expenses of the BOARD and CITY), causes of actions, suits, claims, demands and judgments of any nature arising from:

(1) any injury to or death of any person or damage to property in or upon CHESAPEAKE and CHESAPEAKE BOARD'S property or facilities, or growing out of or connected with the use, non-use, condition or occupancy of the said CHESAPEAKE and CHESAPEAKE BOARD'S property or facilities or a part thereof; such injuries and/or damage shall include any and all injuries or damage which may occur due to any failure or malfunction of CHESAPEAKE and CHESAPEAKE BOARD'S lift stations caused by any flood, hailstorm, windstorm, Act of God, and any and all unprecedented meteorological events; and repairs, construction or alterations or remodeling thereto as performed by CHESAPEAKE and CHESAPEAKE BOARD or their authorized agents or servants, excluding the BOARD or its agents or servants, or the condition of CHESAPEAKE and CHESAPEAKE BOARD'S property or facilities

including sidewalks, streets or alleys and any equipment or facilities at any time located on CHESAPEAKE and CHESAPEAKE BOARD'S property or under CHESAPEAKE and CHESAPEAKE BOARD'S control and used in connection therewith;

(2) violation of any agreement, warranty, covenant or condition of this Agreement, except by the BOARD and the CITY;

(3) violation of any contract, agreement or restriction by CHESAPEAKE and CHESAPEAKE BOARD relating to CHESAPEAKE and CHESAPEAKE BOARD'S property or facilities, which shall have existed at the commencement of the Agreement; and

(4) viblation of any law, ordinance, regulation or court order affecting CHESAPEAKE and CHESAPEAKE BOARD'S property or facilities or a part thereof or the ownership, occupancy or use thereof.

8. The parties to this agreement mutually agree that each CITY and BOARD and CHESAPEAKE and CHESAPEAKE BOARD shall be totally responsible for its existing collection systems, including all future maintenance and expansions of said collection systems, provided, however, that the cost of constructing the initial line from each of the TOWN'S boundaries

to the CITY'S waste water treatment plants shall be considered costs of construction and capitalized.

9. CHESAPEAKE and CHESAPEAKE BOARD agree that they shall not allow non-domestic waste to be introduced into its property or facilities, including its sanitary sewer collection system.

10. The BOARD shall have no duties or responsibilities for soliciting, enforcing or compelling payment of delinquent accounts due CHESAPEAKE or CHESAPEAKE BOARD.

11. The BOARD shall invoice CHESAPEAKE and CHESAPEAKE BOARD for all services on a monthly basis and CHESAPEAKE and CHESAPEAKE BOARD shall pay such invoices within thirty (30) days of receipt.

12. Rates and charges imposed upon CHESAPEAKE and CHESAPEAKE BOARD shall be just, reasonable, applied without unjust discrimination or preference and based primarily on the costs of providing the service of sewage treatment, as allocated upon the basis of waste water flow.

13. The parties hereto, upon request of the other, shall provide one another with financial reports and related information pertinent to the operation of each others sewage treatment plant including but not limited to full details as the % of capital costs and maintenance and operation expenses allocable to CHESAPEAKE and CHESAPEAKE BOARD by CITY and MARMET BOARD. Such information shall be made available to the

requesting party within thirty (30) days after notice is received of the request by the other party.

14. The parties hereto shall meet, at least semi-annually, at a mutually agreed upon time and location, to discuss business, rates, communications, complaints, suggestions, etc., between the parties.

15. CHESAPEAKE BOARD shall perform its own service, maintenance, repairs, billing or collecting.

16. In the event the new sewage treatment plant should be abandoned or cease to be used for a sewage treatment facility in the future, then the real estate and equipment shall be sold, with the proceeds from such sale being applied to any indebtedness and the balance to be shared equally between the respective parties to this Agreement.

IN WITNESS WHEREOF, the parties have made and executed this Agreement by their appropriate offices as of the day and year first above written.

SANITARY BOARD OF THE
CITY OF MARMET

By Curtis W. Sutphin
Chairman

CITY OF MARMET

By Curtis W Sutphin
Mayor

(signatures continued page 9)

SANITARY BOARD OF THE
CITY OF CHESAPEAKE

By _____
Chairman

CITY OF CHESAPEAKE

By _____
Mayor

ATTACHMENT "A"

A. General Scope of Services and Cost Items

The following Costs or Budget Items will be shared by City and Board and Chesapeake and Chesapeake Board on prorated basis as follows:

Prior to the initial operation of the waste treatment plant, City and Board and Chesapeake and Chesapeake Board shall have an engineering study performed to determine the actual average daily flow of water anticipated to be treated at said plant. For the first year of operation, cost per gallon of treated waste will be prorated on the percentage established by this study. Each subsequent year, the rates shall be adjusted, if necessary, to be prorated on an actual gallon treated for the proceeding year.

1. Collection System from downstream side of City and Board and Chesapeake and Chesapeake Board meter only

a. Operation Supervision and Engineering
b. Operation and Maintenance Labor
c. Supplies and Expense
d. Total

2. Pumping System from downstream side of City and Board and Chesapeake and Chesapeake Board meter only

a. Operation Supervision and Engineering
b. Operation Labor
c. Power and Fuel
d. Supplies and Expense
e. Maintenance Power Pump Equipment
f. Maintenance Other Pump Equipment
g. Total

3. Treatment and Disposal

a. Operation Supervision and Engineering
b. Operation Labor
c. Supplies and Expense
d. Chemicals
e. Maintenance Equipment
f. Total

4. Administration of waste treatment plant only

a. Salaries
b. Other General Office Salaries
c. Supplies and Expenses
d. Board Members Fees
e. Special Service and Audits
f. Legal Service

g. Regulatory Commission Expense
h. Insurance and Bonding
i. Workers' Compensation
j. FICA, etc., taxes (Unemployment compensation)
k. Retirement
l. Miscellaneous
m. Utilities
n. Rent
o. Total Administration

5. Total Operation

B. Capital Expenditures When Life of Item(s) Exceeds One Year

Major Capital Item Expenditures

The City and Board will be making major capital expenditures to its Waste Water Treatment Plant. Said costs will be prorated between City and Board and Chesapeake and Chesapeake Board based on water waste flows contributed by each party at the point of impact as set forth above. Chesapeake and Chesapeake Board shall be billed on the prorated basis for the cost of construction and amortization of said indebtedness until amortized. The reimbursement of said amortization costs shall be continued by Chesapeake and Chesapeake Board until amortized, even if said service for which items is required is discontinued at the request of Chesapeake and Chesapeake Board.

ATTACHMENT "B"

MARKET - CHESAPEAKE
WASTEWATER SYSTEM IMPROVEMENTS
PROJECT COST AND FINANCING

CONSTRUCTION COSTS: February, 1985

DESCRIPTION	TOTAL COST	75% ELIGIBLE	55% ELIGIBLE	75% EPA GRANT	55% EPA GRANT	LOCAL SHARE
Contract "1"						
Treatment Unit	731,585	731,585	0	548,689	0	182,896
Sludge Holding Tanks	64,712	64,712	0	48,534	0	16,178
Sludge Dewatering	198,307	0	198,307	0	109,069	89,238
Administration Building	28,800	23,040	5,760	17,280	3,168	8,352
Equipment Building	17,920	5,914	12,006	4,435	6,604	6,881
Yard Piping	56,970	8,619	48,350	6,465	26,593	23,912
Flow Monitoring System	10,000	0	10,000	0	5,500	4,500
Site Work	100,000	80,000	20,000	60,000	11,000	29,000
Site & Other Electrical	80,000	56,000	24,000	42,000	13,200	24,800
Paving & Sub Base	54,180	0	54,180	0	29,799	24,381
Fencing (1240')	24,800	0	24,800	0	13,640	11,160
Headwall	2,000	0	2,000	0	1,100	900
Conn. To Cont. 2	2,000	0	2,000	0	1,100	900
Power Generator	12,000	12,000	0	9,000	0	3,000
Plant Pump Station	15,000	0	15,000	0	8,250	6,750
Demolition of Treatment Plants	80,000	0	80,000	0	44,000	36,000
Landscaping	10,000	0	10,000	0	5,500	4,500
TOTAL FOR CONTRACT #1	$1,488,274	$981,871	$506,413	$736,395	$278,527	$473,351

DESCRIPTION	TOTAL COST	75% ELIGIBLE	55% ELIGIBLE	75% EPA GRANT	55% EPA GRANT	LOCAL SHARE
Contract "2"						
############						
8" PVC Force Main (4500')	72,000	0	72,000	0	39,600	32,400
8" PVC Force Main Replacement (1225')	26,950	0	26,950	0	14,823	12,128
Conn. to exist. system	3,000	0	3,000	0	1,650	1,350
Force Main Cleanout (5)	2,500	0	2,500	0	1,375	1,125
Air Release Valves (3)	4,500	0	4,500	0	2,475	2,025
8" Gate Valves (2)	1,500	0	1,500	0	825	675
3" Gate Valve (1)	300	0	300	0	165	135
16" Casing (B & J) (40')	4,400	0	4,400	0	2,420	1,980
8" Creek Crossing	6,000	0	6,000	0	3,300	2,700
81 St Pump Stn. Renovation	6,000	0	6,000	0	3,300	2,700
87 St Pump Stn. Renovation	10,000	0	10,000	0	5,500	4,500
87 Street Bypass	12,000	0	12,000	0	6,600	5,400
95 St Pump Stn. Renovation	15,000	0	15,000	0	8,250	6,750
Chesapeake Pump Station Renovation	15,000	0	15,000	0	8,250	6,750
10" Gate Valve Bypass Assembly	3,000	0	3,000	0	1,650	1,350
TOTAL FOR CONTRACT #2	182,150	0	182,150	0	100,183	81,968
TOTAL CONSTRUCTION COST	$1,670,424	$981,861	$688,563	$736,395	$378,711	$555,319
Contingencies 10%	$167,042	$98,188	$68,855	$73,641	$37,870	$55,532
TOTAL CONSTRUCTION	$1,837,466	$1,080,048	$757,418	$810,036	$416,580	$610,850

** NOTE **

(1) Prorated Share of Conventional Construction = 41.22 %

(2) Prorated Share of I/A Construction = 58.78 %

(3) Construction Contingency is prorated as above.

OTHER COSTS

DESCRIPTION	TOTAL COST	75% ELIGIBLE	55% ELIGIBLE	75% EPA GRANT	55% EPA GRANT	LOCAL SHARE
Legal	14,000	0	0	0	0	14,000
Administrative (RIC)	16,000	0	0	0	0	16,000
Administrative	14,000	7,700	6,300	5,775	3,465	4,760
Bond Counsel	12,000	0	0	0	0	12,000
Basic Engineering	90,000	53,807	41,540	44,855	23,047	23,078
Inspection & Site Engg.	131,200	77,119	54,081	57,840	29,744	43,616
Special Services	15,800	0	0	0	0	15,800
Site & R/W	106,000	0	0	0	0	106,000
Equipment	60,000	0	60,000	0	33,000	27,000
Interest During Const.	65,000	0	0	0	0	65,000
Step I Loan	16,160	0	0	0	0	16,160
Sub Total	$540,160	$144,626	$162,321	$108,470	$89,276	$242,414
TOTAL PROJECT COST	$2,377,626	$1,224,674	$919,739	$918,506	$505,856	$953,264

PROJECT FINANCING:

Total Project Cost		$2,377,626
Total EPA Grant	$1,474,362	
CDBG Grant	$680,000	
ICC Grant	$100,000	
Total Grant	$2,254,362	
Total Local Share		$123,264

ANNUAL O&M COST AND USERS CHARGE ANALYSIS

Design Flows:

Average Daily Flow, Market, gpd	440,000	57.89 %
Average Daily Flow, Chesapeake, gpd	320,000	42.11 %
Total Average Daily Flow	760,000	

Number of Users:

Market	734
Chesapeake	802
Total	1,536

O&M Cost for Treatment Only:

Salaries	27,000
Payroll Taxes	3,540
Employee Pension Plan	2,635
Employee Health Benefit	3,600
Materials & Supplies	7,500
Utilities	25,000
Outside Testing	2,000
Equipment Replacement	3,000
Miscellaneous	2,000
Annual O&M Cost	$76,475

Annual Bond Payment

Total Local Share	$173,264	
Annual Bond Payment (6%, 38 years) =		$14,647.57
Bond Coverage 15%	=	$2,197.13
Total Annual Bond Payment		$16,844.70

Treatment Cost per 1000 Gallons =
[(63,500+16,844.70) / (365 * 760)] = $0.3384

Based on 440,000 Gallons of Flow from Market
Annual Cost of Treatment = (90.29 * 440 * 365) = $54,027.15

Based on 320,000 Gallons of Flow from Chesapeake
Annual Cost of Treatment = (90.29 * 320 * 365) = $39,292.91