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

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City of Chesapeake Sanitary Board
December 2024 Meeting Minutes

1. Call to Order
   - Chair / Mayor Hill
2. Roll Call
   - Robin Taylor, Recorder
     - Chair Hill, Present
     - Jason Bowen, Present
   - Note: Delayed Start for Quorum
3. Prayer & Pledge
   - Chair / Mayor Hill
4. Approval of Agenda, Meeting Minutes, & Financials
   - Agenda & Meeting Minutes
     - Motion Carried
       - Bowen – Motion
       - Hill – 2nd
     - No Questions
5. Partner Introductions
   - Burgess & Niple – 5G Partner Introduced
     - Isaac Fadiga – Project Manager
     - Michal Davis – Project Engineer
   - Discussion: Finalize Agreement
6. Old Business
   - Acknowledged all reported
     - Celebrations
     - Events
     - Fiscal Management
     - Records Management
       - WV Checkbook
7. New Business
   - Fiscal Management
     - Motion – Research Waste Management – Tonnage Increase & Options
     - Motion – Senior Services Workforce Agreement – Smart City Re/Upskill
     - Motion – Grant Submission Thriving Communities – Planning
     - Motion – The Greater Kanawha Valley Foundation – Community Development
       - All Motions Carried
         - Jason Bowen – Motion
         - Hill – 2nd
         - No Questions
   - Contracts – RFQ
     - Stormwater – Scoring & Recommendations
       - Motion Carried
         - Jason Bown – Motion
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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 _____
Chairman

CITY OF MARMET

By _____
Mayor

(signatures continued page 9)

SANITARY BOARD OF THE
CITY OF CHESAPEAKE

By _____
Chairman

CITY OF CHESAPEAKE

By _____
Mayor

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RESOLUTION: FY2021 – 2023 – Audit Update – Inclusion of Officials, Members, and Administrators

A RESOLUTION OF THE TOWN OF CHESAPEAKE, WEST VIRGINIA, TO APPROVE A REVISION OF THE AUDIT RESULTS FOR FISCAL YEARS 2021-2023 TO INCLUDE THE NAMES OF ELECTED OFFICIALS, APPOINTED MEMBERS, AND ADMINISTRATION, INCLUDING THEIR ROLES AND TERMS OF OFFICE perspective to the audited years.

WHEREAS, the Town of Chesapeake, West Virginia ("the Town"), is committed to transparency and accountability in its financial reporting, in compliance with all relevant state and municipal regulations; and

WHEREAS, the audits for Fiscal Years 2021, 2022, and 2023 have been completed, but the reports did not fully reflect the names, roles, and terms of office of the Town's Elected Officials, Appointed Members, and Administrative Staff; and

WHEREAS, the Town Council recognizes the importance of maintaining clear and accurate records in its official audits to enhance public trust, ensure transparency, and provide a historical record of its governing officials and administration;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE TOWN OF CHESAPEAKE, WEST VIRGINIA, AS FOLLOWS:

SECTION 1:

The Town Council hereby approves and authorizes a formal revision to the Fiscal Years 2021-2023 audit reports to include the names of the Elected Officials, Appointed Members, and Administration, along with their respective roles and terms of office, as follows:

Elected Officials:

- [Name], [Other Administrative Staff] (Term: [Start Date] - [End Date])

SECTION 2:

The Town Clerk is hereby directed to submit the revisions to Stephen Glaser, Auditor, and the West Virginia State Auditor's Office for inclusion in the official audit reports for Fiscal Years 2021-2023. A copy of the revised audit report will be made publicly available in accordance with applicable laws and regulations.

SECTION 3:

This Resolution shall take effect immediately upon adoption by the Town Council of Chesapeake, West Virginia.