Thursday
31
Jul 2025

TWN-MTG-Special Session - Town Hall / Council

6:00 PM - 6:30 PM

Town of Chesapeake - Meetings

Dr. Lisa E. Curry Memorial Building - Annex; Dr Lisa E Curry Memorial Building

Agenda

2025/M20-001 | TWN-MTG-Special Session - Town Hall / Council

Melissa Hill

FY2025 Budget Revision, Property Donation, KVRTA Fuel Contract

- For Information

2025/M20-002 | Prayer & Pledge

Melissa Hill

- For Discussion

2025/M20-003 | Purpose of the Special Session

Melissa Hill

FY2025 Budget Revision, Property Donation, KVRTA Fuel Contract

- For Information

2025/M20-004 | Roll Call & Quorum

Melissa Hill

Do we have a quorum?

- For Decision

2025/M20-005 | Approve Agenda

Melissa Hill

Approve Special Session Agenda

- For Decision

2025/M20-006 | Special Session Business

Melissa Hill

FY2025 Budget Revision, Property Donation, KVRTA Fuel Contract

- For Information

2025/M20-006.1 | FY2025-2026 Budget Revision

Melissa Hill

- Presentation of proposed budget adjustments
- Council approval
- Authorization to sign Budget Revision Resolution

- For Decision

2025/M20-006.2 | KVRTA Fuel Contract - Renewal

Melissa Hill

Renews every two years

- For Decision

2025/M20-006.3 | Property Donation - Location Undisclosed

Melissa Hill

- Consideration to accept property donations
- Details of the property and donor will not be disclosed publicly due to legal and privacy considerations
- Council Vote to Accept Donation
- Authorization to Sign Resolution
- Authorization to sign acknowledgement of IRS Form 8832

- For Decision

2025/M20-006.4 | Property Donation - Appraisal

Melissa Hill

Authorization to contract and pay $2,000 for property appraisal

- For Decision

2025/M20-007 | Heightened Security - Amended

Melissa Hill

Threat of harm to Public Works Employees
Report filed - Prosecutor Reviewing

- For Discussion

2025/M20-008 | August Agenda - Submit - Amended

Melissa Hill

- August Agenda - submit topics as needed
- Recorder Consideration - Teri Kincaid
- Speak with anyone else that might be interested

- For Discussion

2025/M20-009 | Adjourn

Melissa Hill

All Minds Clear

- For Decision

Town of Chesapeake
Wastewater System Improvements
Conceptual Cost Estimate
Phase 2 - Upgrade 3 Lift Stations & Priority Lines
July 2025

Item	Description	Quantity	Unit	Unit cost	total
	Mobilization	1	LS	$ 118,300	$ 118,300
	Erosion and Sedimentation Control	1	LS	$ 25,000	$ 25,000
	Preconstruction Audiovisual Recording of Project Area	1	LS	$ 15,000	$ 15,000
	Traffic Control	1	LS	$ 35,000	$ 35,000
	Lift Station No. 4 Rehabilitation	1	LS	$ 270,000	$ 270,000
	Lift Station No. 5 Rehabilitation	1	LS	$ 330,000	$ 330,000
	Lift Station No. 3 Rehabilitation	1	LS	$ 300,000	$ 300,000
	8" D.I. Sewer Line, Remove & Replace	75	LF	$ 250	$ 18,750
	6" D.I. Sewer Line, Remove & Replace	120	LF	$ 225	$ 27,000
	6" PVC Sewer Line, Remove & Replace	630	LF	$ 140	$ 88,200
	8" PVC Sewer Line, Remove & Replace	1,763	LF	$ 150	$ 264,450
	10" PVC Sewer Line, Remove & Replace	1,505	LF	$ 155	$ 233,275
	12" PVC Sewer Line, Remove & Replace	250	LF	$ 165	$ 41,250
	15" PVC Sewer Line, Remove & Replace	75	LF	$ 170	$ 12,750
	8" PVC Forcemain, Replacement	2,366	LF	$ 55	$ 130,130
	8" Pressure Inline Cleanout	2	EA	$ 7,800	$ 15,600
	1" Combination Vacuum/Air Release Valve	2	EA	$ 6,000	$ 12,000
	16" Steel Casing, Trenchless	150	LF	$ 325	$ 48,750
	Re-Establishing Sewer Connections	70	EA	$ 2,000	$ 140,000
	Manhole Replacements, Complete	35	EA	$ 5,500	$ 192,500
	Manhole Riser Section	23	VF	$ 300	$ 6,825
	Trench Pavement Replacement, WVDOH Type C	0	LF	$ 20	$ -
	Trench Pavement Replacement, Type A-3	1,235	LF	$ 150	$ 185,250
	Driveway Replacement, Asphalt	50	LF	$ 95	$ 4,750
	Driveway Replacement, Concrete	80	LF	$ 250	$ 20,000
	Driveway Replacement, Gravel	100	LF	$ 20	$ 2,000
	WVDOH Inspection Fees	0	LF	$ 3.37	$ -
	Grading & Seeding Restoration	5,427	LF	$ 4	$ 21,709
Construction Total					**$ 2,558,500**
Construction Contingency		10%			$ 255,900
Soft Costs (Permitting, Professional Team, Funding Requirements, Etc)		30%			$ 767,600
Project total					**$ 3,582,000**

Town of Chesapeake
Wastewater System Improvements
Conceptual Cost Estimate
Phase 1 - Upgrade 2 Lift Stations & Top Priority Lines
July 2025

	Description	Quantity	Unit	Unit cost	Total
	Mobilization	1	LS	$ 142,200	$ 142,200
	Erosion and Sedimentation Control	1	LS	$ 25,000	$ 25,000
	Preconstruction Audiovisual Recording of Project Area	1	LS	$ 15,000	$ 15,000
	Traffic Control	1	LS	$ 20,000	$ 20,000
	Lift Station No. 1 Upgrades (New Station in New Location)	1	LS	$ 615,000	$ 615,000
	Lift Station No. 2 Upgrades (New Station in New Location)	1	LS	$ 530,000	$ 530,000
	8" D.I. Sewer Line, Remove & Replace	75	LF	$ 250	$ 18,750
	6" PVC Sewer Line, Remove & Replace	110	LF	$ 140	$ 15,400
	8" PVC Sewer Line, Remove & Replace	3,075	LF	$ 150	$ 461,250
	15" PVC Sewer Line, Remove & Replace	500	LF	$ 170	$ 85,000
	8" PVC Forcemain, Replacement	3,700	LF	$ 55	$ 203,500
	6" PVC Forcemain, Replacement	200	LF	$ 45	$ 9,000
	8" Pressure Inline Cleanout	4	EA	$ 7,800	$ 31,200
	1" Combination Vacuum/Air Release Valve	3	EA	$ 6,000	$ 18,000
	16" Steel Casing, Trenchless	100	LF	$ 325	$ 32,500
	20" Steel Casing, Trenchless	50	LF	$ 350	$ 17,500
	Re-Establishing Customer Sewer Connections	65	EA	$ 2,000	$ 130,000
	Manhole Replacements, Complete	30	EA	$ 5,500	$ 165,000
	Manhole Riser Section	20	VF	$ 300	$ 5,850
	Trench Pavement Replacement, WVDOH Type C	2,700	LF	$ 20	$ 54,000
	Trench Pavement Replacement, Asphalt Type A-3	2,400	LF	$ 150	$ 360,000
	Driveway Replacement, Asphalt	200	LF	$ 95	$ 19,000
	Driveway Replacement, Concrete	150	LF	$ 250	$ 37,500
	Driveway Replacement, Gravel	75	LF	$ 20	$ 1,500
	WVDOH Inspection Fees	2,700	LF	$ 3.37	$ 9,099
	Grading & Seeding Restoration	6,128	LF	$ 4	$ 24,512
Construction Total					**$ 3,045,800**
Construction Contingency		10%			$ 304,600
Soft Costs (Permitting, Professional Team, Funding Requirements, Etc)		30%			$ 913,700
Project total					**$ 4,264,100**

Town of Chesapeake
Wastewater System Improvements
Conceptual Cost Estimate: 2-Phased Approach
July 2025

PHASE 1 PROJECT

Replacing Pump Stations 1 and 2 with new stations in new locations, removing and replacing approx. 3,700 LF of gravity sewers and 3,900 LF of Forcemains

Phase 1 Construction	$	3,045,800
Phase 1 Contingency	$	304,600
Phase 1 Soft Costs	$	913,700
Phase 1 Total	$	4,264,100

Funding Scenario

WVIJDC Grant	$	500,000
DEP CWSRF Principal Forgiveness	$	1,500,000
DEP CWSRF Loan (0.75% interest, 0.25% admin fee, 30yrs)	$	2,264,100

Phase 2 Project

Upgrading Pump Stations 3, 4, and 5, removing and replacing approx. 4,400 LF of gravity sewer and 2,400 LF of forcemains

Phase 2 Construction	$	2,558,500
Phase 2 Contingency	$	255,900
Phase 2 Soft Costs	$	767,600
Phase 2 Total	$	3,582,000

Funding Scenario

WVIJDC Grant	$	500,000
DEP CWSRF Principal Forgiveness	$	1,500,000
DEP CWSRF Loan (0.75% interest, 0.25% admin fee, 30yrs)	$	1,582,000

Town of Chesapeake
Sanitary Sewer System Improvements Project

Proposed Project Schedule
CWSRF & IJDC Funded

Phase I Project	
Professional Services Acquired	January-25
Submit IJDC Funding Application	October-25
Receive IJDC Funding Recommendation	December-25
Professional Agreements Executed & Approved, excluding Const.	January-26
Submit Facilities Plan to DEP	February-26
Receive DEP Approval of Facilities Plan	April-26
Municipal Rate Ordinance Completed	March-26
Begin Design	February-26
Plans & Specs Submitted to Applicable Agencies	June-26
Final Plans & Specs Approval	August-26
All Permits Submitted	August-26
Rule 42 Completed	September-26
Request for All Binding Commitments of Funds	September-26
All Permits and Clearances Obtained	September-26
File PSC Certificate Case	N/A
80% ROWS & Easements, and 100% Land Acq. Recorded	August-26
Receive Final PSC Certificate	N/A
100% ROWS, Easements & Land Acquisitions Recorded	September-26
Request Authorization to Bid	September-26
Advertise for Bids	October-26
Bid Opening	November-26
Close on Financing / Award Contracts	February-27
Begin Construction	March-27
Construction Completion	November-27

Phase II Project	
Submit IJDC Funding Application	May-28
Receive IJDC Funding Recommendation	July-28
Professional Agreements Executed & Approved, excluding Con:	August-28
Submit Facilities Plan to DEP	September-28
Receive DEP Approval of Facilities Plan	November-28
Municipal Rate Ordinance Completed	October-28
Begin Design	September-28
Plans & Specs Submitted to Applicable Agencies	January-29
Final Plans & Specs Approval	March-29
All Permits Submitted	March-29
Rule 42 Completed	April-29
Request for All Binding Commitments of Funds	April-29
All Permits and Clearances Obtained	April-29
File PSC Certificate Case	N/A
80% ROWS & Easements, and 100% Land Acq. Recorded	March-29
Receive Final PSC Certificate	N/A
100% ROWS, Easements & Land Acquisitions Recorded	April-29
Request Authorization to Bid	April-29
Advertise for Bids	May-29
Bid Opening	June-29
Close on Financing / Award Contracts	September-29
Begin Construction	October-29
Construction Completion	June-30

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 special session of the municipal council, held (Month, day and year) July 31, 2025, the following order was made and entered:

SUBJECT: The revision of the FY2025-2026 Levy Estimate (Budget) of the Town of Chesapeake (WV). The following resolution was offered:

RESOLVED: That subject to approval of the State Auditor as ex officio chief inspector of public offices the municipal council 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 ONE #1, a copy of which is entered as part of this record.

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

James D Lloyd, Council-at-Large _____ Yes or No

Ron Petty, Council – Ward 1 _____ Yes or No

Dona Lacy, Council – Ward 1 _____ Yes or No

Arianna McLaughlin – Council – Ward 2 _____ Yes or No

Katie Miller – Council – Ward 3 _____ Yes or No

William Smith – Council – Ward 3 _____ Yes or No

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 Mayor is authorized to fix her signature on the attached "Request for Revision to Approved Budget" to be sent to the State Auditor for approval.

LGSD BR (Ver. 2023)

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: FY2025-2026
Fund: General
Revision Number: 1
Pages: 1 of 1

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

Town of Chesapeake (WV)
GOVERNMENT ENTITY

Person To Contact Regarding Request:
Name: Melissa Hill
Phone: 304-949-1496
Fax: 304-949-5928
Email: mhill@chesapeakewv.gov

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
297	Committed Fund Balance		25,000		25,000
366	State Government Grants	200,000	60,000		260,000
366	State Government Grants		34,830		34,830
	#N/A				
	#N/A				
	#N/A				
NET INCREASE/(DECREASE) Revenues (ALL PAGES)			119,830		

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
706	Fire Department	25,000	25,000		50,000
404	State Grants	200,000	60,000		260,000
404	State Grants		34,830		34,830
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
NET INCREASE/(DECREASE) Expenditures			119,830		

APPROVED BY THE STATE AUDITOR

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

AUTHORIZED SIGNATURE OF ENTITY

APPROVAL DATE

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

Transparency
Respect
Winning

RESOLUTION NO. 20250731-Property Donation
A RESOLUTION AUTHORIZING THE ACCEPTANCE OF DONATED REAL PROPERTY AND APPROVAL OF APPRAISAL AND IRS FILING SUPPORT

WHEREAS, the Town of Chesapeake (WV) has been offered a donation of real property located within municipal boundaries for the purposes of community improvement and development; and

WHEREAS, the Town Council has determined that acceptance of this property serves the public interest and supports the Town's strategic goals for revitalization and future land use planning; and

WHEREAS, the donor has requested that the Town pay for a certified appraisal and provide support in filing IRS Form 8283 for non-cash charitable contributions;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE TOWN OF CHESAPEAKE (WV), AS FOLLOWS:

1. The Town of Chesapeake (WV) shall accept the donation of the real property as described in the transfer documents to be filed with the Kanawha County Clerk.
2. The Town shall pay for a certified appraisal in the amount of $2,000 to be conducted by a qualified appraiser for the purpose of establishing fair market value.
3. The Town shall provide reasonable support to the donor for the completion and endorsement of IRS Form 8283.
4. The Mayor is hereby authorized to execute all documents necessary to complete the property transfer and coordinate with the appropriate parties.
5. Due to the current vacancy in the Recorder position, the Council at Large shall execute this Resolution and any related documents in accordance with Town procedures.

This Resolution shall take effect immediately upon passage.

ADOPTED this 31st day of July 2025, by the Town Council of the Town of Chesapeake, West Virginia.

Melissa J. Hill _____
Mayor, Town of Chesapeake (WV)

James D. Lloyd _____
Council at Large
Serving in Recorder Capacity

KANAWHA VALLEY REGIONAL TRANSPORTATION AUTHORITY
P.O. Box 1188
Charleston, WV 25324
1550 Fourth Avenue
Charleston, WV 25387
PHONE 304.343.3840
FAX 304.343.3877
WEB RIDEONKRT.COM

June 13, 2025

Agency Fuel Program Participant

RE: 2025 Fuel Program Agreement

The 2023-2025 fuel contract expires November 24, 2025. The Kanawha Valley Regional Transportation Authority (KRT) is now preparing the Invitation for Bid (IFB) for the 2025-2027 fuel contract. To calculate the amount of fuel to be included in the IFB it is imperative that your agency complete and return the enclosed ***Fall 2025 Acknowledgement and Acceptance*** and ***Fuel Purchase Agreement*** **on or before Friday, August 1, 2025.**

Fuel Usage Reports for your agency from November 23, 2023, through April 30, 2025, are enclosed to assist you in calculating the amount of fuel your agency may need to be allocated in the upcoming IFB.

A list of vehicles and employees that were active in our system as of June 4, 2025, for your agency is enclosed for your review. Please note employees and vehicles that need to be removed from the fuel program. Also, provide information pertaining to vehicles and employees that need to be added to your agency.

Please return the above-mentioned documents as soon as possible via USPS in the enclosed self-addressed envelope, fax 304-345-6876 or email to me at zmccullough@rideonkrt.com.

Should you have any questions concerning this matter, please do not hesitate to contact me at 304-343-3840.

Sincerely,

Zach McCullough

Zach McCullough
Purchasing Agent
Kanawha Valley Regional Transportation Authority
1550 4th Avenue
Charleston, WV 25387
304-343-3878 ext.132
zmccullough@rideonkrt.com

Enclosures

FUEL PURCHASE AGREEMENT

THIS AGREEMENT ("Agreement") dated this ____ day of _____ 2025, between _____ (hereafter referred to as "Agency") and KANAWHA VALLEY REGIONAL TRANSPORTATION ("KRT"), a public corporation.

WHEREAS, KRT has purchased storage tanks and associated dispensing equipment ("Facilities") for the dispensing of gasoline and diesel into its vehicles; and

WHEREAS, the Agency owns and operates diesel and/or gasoline powered vehicles and desires a central location where it can economically obtain gasoline or diesel fuel; and

WHEREAS, KRT is exempt from Federal Excise Tax on gasoline and from the West Virginia Motor Fuels Excise Tax. Under the provisions of the Motor Fuels Excise Tax Act, KRT is required to pay the tax at the time it purchases supplies of gasoline and diesel fuel. KRT is authorized to file claims for refund after the Motor Fuels Excise Tax is paid; and

WHEREAS, All Agencies that enter into an agreement with KRT to purchase gasoline or diesel fuel from KRT must be exempt from the Federal Excise Tax on gasoline and from the Motor Fuels Excise Tax. In addition, all gasoline or diesel fuel purchased from KRT must be consumed in furtherance of the Agency's exempt purpose; and

NOW, THEREFORE in consideration of the mutual promises herein set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Gasoline and/or Diesel Procurement. The Agency shall be permitted to purchase, through KRT, gasoline and/or diesel fuel for use in its vehicles subject to the terms and conditions of this Agreement. In permitting this Agency to purchase fuel through the Facilities, KRT

in no way holds itself out as a merchant or dealer and makes no representations or warranties to the Agency with respect to the quality, price, or availability of gasoline and diesel fuel except as set forth elsewhere in this Agreement. KRT shall act merely as the administrator of this Agreement to facilitate the Agency's and KRT's mutual procurement of gasoline and diesel fuel in sufficient quantities to minimize the expense of operating their respective vehicles.

2. Term. This Agreement applies only to fuel procured through the fuel supply contract(s) ("Fuel Supply Contract(s)") awarded through the Fall 2025 Invitation for Bids administered by KRT. This Agreement shall commence on the date it is executed by the Agency and shall expire at the close of the term of the Fuel Supply Contract(s). The Fuel Supply Contract(s) shall be in effect for a period not shorter than twelve (12) months and not longer than twenty-four (24) months.

3. Dispensations and Restricted Use. The Agency shall be permitted to dispense gasoline and diesel fuel into its automobiles, trucks and other vehicles from the Facilities. The Facilities shall not be used to dispense gasoline or diesel fuel to the general consuming public or any other person. The Agency agrees that its use of the Facilities shall be restricted to the dispensation of gasoline and diesel fuel by its agents and employees directly into Agency-owned vehicles and fuel canisters to be consumed in furtherance of the Agency's exempt purposes;. The Agency dispensing fuel must abide by all safety standards and guidelines, as well as additional safety precautions dispensing fuels into fuel canisters by placing them on the ground.

4. Charge. The Agency shall remit to KRT for each gallon of gasoline or diesel fuel dispensed into Agency vehicles the current or most recent price paid by KRT for that type of fuel delivered to the Facilities (including the Motor Fuel Excise Tax), plus a $0.13 per gallon charge for fuel dispensed at KRT locations and $0.34 per gallon charge for fuel delivered to Agency locations to help defray KRT's administrative and maintenance expenses. In the event that the Agency requires KRT to deliver fuel to its facility, an additional delivery charge equivalent to that borne by KRT will be added.

5. Fuel Allocation. The Agency shall inform KRT ***no later than Friday, August 1, 2025***, in writing, of the annual gallons of gasoline and diesel fuel to be allocated to the Agency during each year of the Fuel Supply Contract(s). KRT relies upon the accuracy of this annual fuel allocation information to solicit bids and procure fuel. **The Agency shall pay KRT for at least 90% of the annual gallons of gasoline and 90% of the annual gallons of diesel fuel the Agency has allocated for its use that year, irrespective of the amounts of gasoline and diesel fuel actually dispensed to the Agency during that year**. If the Agency exceeds its annual allocation of gasoline or its annual allocation of diesel fuel by more than 10%, additional fuel may be unavailable or may be provided at a charge equivalent to that borne by KRT, plus taxes and fees provided for in this Agreement.

6. Payment. KRT shall submit to the Agency on a monthly basis a service activity report and an invoice for all gasoline and diesel fuel dispensed into Agency vehicles. The Agency shall pay each invoice within 20 days of receiving the invoice.

7. Termination of Fueling Privileges. If payment is not made to KRT within 20 days after receipt of an invoice, the Agency's fueling privileges may be terminated without written notice to the Agency. Termination of fueling privileges does not relieve the Agency of its responsibility to pay for 90% of its annual allocation of gasoline each year and 90% of its annual allocation of diesel fuel each year pursuant to Section 5 of this Agreement.

6. Motor Fuels Excise Tax Rate. The current flat rate component of the Motor Fuels Excise Tax is $0.2050 cents per gallon for gasoline and diesel fuel. The current variable rate component of the Motor Fuels Excise Tax is $0.1520 cents per gallon for gasoline and diesel fuel. For purposes of this Agreement, if these rates change, the new current rates will be used as of the effective date of change.

7. Combined Claims for Refund. During the term of this Agreement KRT and the Agency agree to file combined claims for refund of the Motor Fuels Excise Tax with the State Tax Department. All combined claims for refunds shall be filed by KRT as lead taxpayer of the group electing to file combined claims and shall separately set forth the number of gallons purchased, and the amount of Motor Fuels Excise Tax paid by KRT and each Agency agreeing to join in the filing of the combined claim. The Agency authorizes KRT to sign all combined claims for refund on its behalf and consents to the filing of combined claims for refund with any other taxpayers with whom KRT has also entered into Fuel Purchase Agreements. The Agency authorizes KRT to receive refunds of Motor Fuels Excise Tax in its own name and to cash any refund check received from the Tax Department on behalf of the combined group. Upon receipt of any refund check from the Tax Department, KRT will credit the Agency's fuel purchase account for the amount of the refund related to purchases of fuel by Agency. A copy of this Agreement will be submitted to the Tax Department as an attachment to the first combined claim for refund, which includes claims for refund made on behalf of the Agency.

8. Responsibility for Fuels Tax Refunds. The Agency and KRT agree that each shall be solely responsible for its own Motor Fuels Excise Tax liability. If the Tax Department denies any portion of a claim for refund representing gallons of fuel purchased by the Agency, KRT will promptly notify the Agency of the amount of refund denied and the Agency shall pay this amount to KRT within twenty (20) days. If the Tax Department audits the Motor Fuels Excise Tax accounts of either the Agency or KRT, each taxpayer shall be solely responsible for any additional tax, interest, additions to tax, or penalties arising as a result of the audit and shall indemnify the other for any cost incurred to defend an assessment attributable to fuel purchased of the other taxpayer.

9. Identification Cards. The Facilities will be operated by use of pre-coded identification cards, and the Agency shall be responsible for the payment of all charges incurred through the use of identification cards issued to the Agency. Provided, however, that within a reasonable time after having been notified by the Agency that an identification card has been lost or stolen or should for any other reason be canceled, KRT shall ensure that the identification card will no longer permit access to the Facilities.

10. Ownership of Facilities. Nothing in this Agreement shall be construed to affect the ownership of the Facilities, which shall at all times remain the property of KRT.

11. Indemnification. The Agency shall indemnify, save harmless, and defend KRT with counsel reasonably satisfactory to KRT, from any and all loss, damages, expenses, and liabilities (including statutory liability and liability under workers' compensation laws) in connection with claims for damages as a result of injury or death of any person or property damage to any property sustained by the Agency or other persons which arises in any manner from any act or neglect on or about the Facilities by the Agency or its agents, employees, assigns, or KRT when KRT and Agency are jointly liable. The Agency shall also assume all costs for neglect or violation of any municipal, state, or federal law arising by the act or neglect of the aforesaid persons.

12. Regulatory Compliance. The Agency shall take all steps reasonably necessary to ensure compliance by the operators of its vehicles and users of the Facilities with all environmental and safety regulations, including those imposed by KRT, pertaining to the Facilities and their use. These regulations include but are not limited to (i) the prohibition of smoking or open flames in or about the Facilities and (ii) the prohibition of the operation of vehicle engines while receiving gasoline from the Facilities. KRT retains the right to enforce all such regulations now and hereafter existing and to

supervise and restrict the use of the Facilities to those persons and vehicles that comply with such regulations.

13. Access to and Maintenance of Facilities. The Agency shall have reasonable access to the Facilities 24 hours per day, 365 days per year, and KRT shall maintain the Facilities in reasonable operating condition.

14. Termination for Default. Either party may terminate this Agreement if, after providing the other party with thirty days written notice of the other party's default, the default remains uncured. Termination of this Agreement does not relieve the Agency of its responsibility to pay for 90% of its annual allocation of gasoline each year and 90% of its annual allocation of diesel fuel each year pursuant to Section 5 of this Agreement.

IN WITNESS WHEREOF, _____ and the Kanawha Valley Regional Transportation Authority have hereunto affixed their respective signatures the day and year first above written.

[INSERT AGENCY NAME]

Signature_____ Title _____

STATE OF WEST VIRGINIA
COUNTY OF KANAWHA, to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by _____, on behalf of _____ (Agency).

My commission expires _____.

_____
Notary Public

KANAWHA VALLEY REGIONAL TRANSPORTATION AUTHORITY

Signature_____ Title _____

STATE OF WEST VIRGINIA
COUNTY OF KANAWHA, to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by _____, on behalf of the Kanawha Valley Regional Transportation Authority.

My commission expires _____.

_____
Notary Public

KANAWHA COUNTY INTERGOVERNMENTAL FUEL TASK FORCE
UPDATE TO FUEL PROGRAM AGREEMENT
FALL 2023 ACKNOWLEDGEMENT AND ACCEPTANCE

Administrator: Kanawha Valley Regional Transportation Authority ("KRT")

Notice of Update to Fuel Program Agreements: In order to participate in the Kanawha County Intergovernmental Fuel Task Force in 2025, KVRTA must receive, **on or before August 1, 2025**:

(1) the "Election of Participation" information requested below and

(2) a duly executed and notarized Fuel Purchase Agreement in the form enclosed, which will supersede and replace all prior fuel purchase agreements.

These materials should be mailed, faxed, or e-mailed to Zach McCullough at the information below:

Kanawha Valley Regional Transportation Authority
1550 4th Avenue, Charleston, WV 25387
Fax 304-345-6876; Email zmccullough@rideonkrt.com

ELECTION OF PARTICIPATION:

Agency Name:	
Annual Fuel Allocation	KVRTA should allocate the gallons of fuel shown below for the above-named Agency in its Fall 2021 Invitation for Bids: Gallons of Gasoline (Dec. 2025 thru Nov 2026): _____ Gallons of Diesel Fuel (Dec. 2025 thru Nov 2026): _____ Gallons of Gasoline (Dec. 2026 thru Nov 2027): _____ Gallons of Diesel Fuel (Dec. 2026 thru Nov 2027): _____ ** Participating Agencies will be responsible to pay KRT for 90% of these gallons each year irrespective of fuel actually used. (See Section 5 of Fuel Purchase Agreement) *** The contract awarded may be for a one-year or two-year term.
Agency Mailing Address:	
Contact Person:	
Phone:	
Fax:	
E-mail:	
Signature	I, _____, confirm that I have read the Fuel Purchase Agreement and that the above fuel use allocation provided to KRT is correct and accurate. Signature: _____ Date: _____

ELECTION NOT TO PARTICIPATE: (Submit only if NOT participating in the Kanawha County Intergovernmental Fuel Task Force Fall 2025 Invitation for Bids)

Agency Name:	
Contact Person:	
Phone:	
E-mail:	
Signature	I, _____, confirm that the above-referenced Agency elects not to participate in the Kanawha County Intergovernmental Fuel Task Force Fall 2025 Invitation For bids. Signature: _____ Date: _____