

STATE OF WEST VIRGINIA, COUNTY OF UPSHUR, CITY OF BUCKHANNON, TO WIT:

A regular meeting of the Buckhannon Water Board was held at the Harley A. Brown Memorial Water Plant located at 173 Wood Street on Tuesday, August 14, 2018.

A tour of the Harley A. Brown Memorial Water Plant started at 3:00 p.m. Regular session began at 4:00 p.m.

David McCauley	Mayor	Present
Colin Reger	City Recorder	Present
Robbie Skinner	Board Member	Present
David Thomas	Board Member	Via Telephone
Don Nestor	Board Member	Absent
Eric Waggoner	Board Member	Present
Kelly Arnold	Line Superintendent	Present
Jay Hollen	City Engineer	Present
Amberle Jenkins	Assistant Recorder/Director of Finance	Present

Also in attendance: Randy Blankenship with Chapman Technical Group, Nina Monroe with Adrian P.S.D., and Calvin McCutcheon.

Meeting Agenda Posted 08/07/18

REVISED AGENDA-MEETING DATE- Due to the absence of the Mayor & difficulty establishing a quorum

City of Buckhannon Water Board - 3:00 pm at Harley A. Brown Memorial Water Plant 173 Wood Street for Tour & 4:00 pm Water Board Meeting Agenda for Tuesday, August 14, 2018

- A. Call to Order
 - A.1 Moment of Silence
 - A.2 Pledge to the Flag of the United States of America
- B. Recognized Guests
 - B.1 Chapman Technical Group (D.1, &D.2 Update)
- C. Finance Report
 - C.1 July 2018 (Amby)
- D. Department Report
 - D.1 Victoria Hill Tank Project (Jay/CTG)
 - D.2 AC Pipeline Contract #1 and #2 update (see G.4 & G.5)
 - D.3 Water Dept. Report (Jerry A/Jerry M/Jerry W)
 - D.4 SWP Early Warning Monitoring System (Jay)
 - D.5 WTP Broken Shaft Issue (Jerry M/Jay)
- E. Correspondence and Information
 - E.1 Shawn Flanigan (update)
 - E.2 Adrian P.S.D. Water Purchase Agreement
 - E.3 Justin Atwell Class II Certification & Contract Agreement
 - E.4 Precision Pump & Valve Service -Pump Repair Letter of Response
 - E.5 Letter to Micrologic RE: St. Joseph's Water Tank Removal of Equipment
 - E.6 Elkins Road P.S.D. Meeting Minutes-June 2018
 - E.7 Responsibilities of Customer Service & Distribution Personnel
 - E.8 Upshur County Emergency Operations Plan-Functional Annex: City of Buckhannon
 - E.9 Smith & Nelson Waterline Extension Services
 - E.10 Abandoned Mine Water as Source Water Supply Report
 - E.11 Record Delta Newspaper Article 08/01/18 RE: Public Notification Adrian P.S.D. Public Meeting
 - E.12 HMGP Maintenance Agreement No. 1
 - E.13 HMGP Maintenance Agreement No. 2
- F. Consent Agenda
 - F.1 Approval of Minutes -July 12, 2018
- G. Strategic Issues for discussion and vote
 - G.1 Approval Job Re-Classification & Pay Increase for Justin Atwell
 - G.2 WVDOH Waterline Betterment Agreement-Brushy Fork Road
 - G.3 Request from Mt. Hope Water Association Board-Water Adjustment
 - G.4 Approval of Application for Payment No. 2 for WSI Contract No. 1
 - G.5 Approval of Application for Payment No. 1 for WSI Contact No. 2
 - G.6 Hodgesville P.S.D. re: Water Accounts; Late Fees Past Due Accounts
 - G.7 Authorization to Institute Lawsuit versus Shawn Flanigan
- H. Board Members Comments and Announcements
- I. Mayor's Comments and Announcements
- J. Adjournment

Next Meeting is September 13, 2018 at City Hall in Council Chambers.

Posted 08/07/2018

The meeting was called to order by Mayor McCauley followed by a moment of silence and pledge to the flag.

Recognized Guests:

B.1 Chapman Technical Group D1 and D2 updates-see Department Report

B.2 Calvin McCutcheon – Request for leak adjustment-

Amby's notes:

July 2018

Mr. McCutcheon came to office to ask for leak adjustment. He stated tenant said commode only ran one day.

He had no proof of repair.

We are only supposed to give adjustments when proof of repair is supplied or if it is an unexplained high consumption.

We have given adjustment on the account in the past – eight on this account since Feb 2014. But now that we can retrieve detail consumption information. There appears to be three apartments in this building.

We pulled the data log from April 6th to July 11th.

We saw continuous flow for

abt 1 hr on May 16
abt 16 hr on May 17
abt 9 hr on May 18
abt 1 hr Jun 22

Office staff could not get proof of repair and they felt it may be a problem that needs fixed since it happen on more than one occasion. Mr. McCutcheon is disputing that we have not given an adjustment at this time and wants to talk to the Board.

Mr. McCutcheon owns a rental property on Camden Ave. Typically his bills averages \$210 to \$240 per month. His last bill was \$577. At least six times over a period of two weeks, nothing was running in the house. One tenant said that her commode had been running, but her father fixed it. Mr. McCutcheon presented his daily consumption data to the Board.

Kelly Arnold suggested installing separate meters for his tenants so that he can better track the usage of individual units.

Mayor McCauley said that the best course of action is to provide separate meters for his tenants. The City will adjust the bill this time, but in the future, the board will not be as apt to adjusting the bills.

B.3 Nina Monroe-Adrian P.S.D.-Will begin to file application to US Department of Agriculture, Rural Development, Rural Utilites Service to refund projects, and need an increased water purchase agreement from Buckhannon in order to be part of the application for funding from USDA.

Jerry Arnold said that the City wouldn't have an issue in the increase in gallons, but the restriction that we may not be able to deliver larger quantity with current systems.

Mayor McCauley stated the City may not be prepared to act on the request yet.

Email from Board Member Don Nestor: As I mentioned to you on the phone I attended the public meeting held by the Adrian PSC last evening in French Creek. There were over 50 people in attendance to support the proposed extension and improvement of their system. Trey Hornor presented an overview and the PSD board answered questions. The project total cost is estimated to be \$8.67 million and it will include 161,000 feet of new lines and add 166 new customers. I asked about their request for water from the City and they plan to request 12.5 million gallons, up from their current 10 million but down from their last request of 15 million. They may attend the meeting of our water board today. I also asked them about the impact of these improvements and if it would reduce their water loss and they said it should as some of the improvements are in areas that have experienced the most water line breaks. Mr. Hornor said he felt it may take 5 or 6 years to get this funded and in place and he was not certain the entire project would be funded. I talked after the meeting to Mark Scott, a county commissioner from Randolph County who has attended the prior meeting about this extension to Pickens and Mark felt funding was very likely as he has met with Shelley Moore Capito and others. A

few people at the meeting mentioned the smaller extensions of the system under this project within Upshur County were requested years ago and the position of the PSD and the group there last night seemed to be that the push would be for the entire project and not consider dealing out some areas unless necessary to get funding. Mr. Hornor and Mr. Scott also mentioned that funding for these types of projects is much better this year with funds allocated in this area on the federal level.

If you, the Mayor, or others have any questions concerning the above let me know. Have a great meeting today and feel free to call me on my cell phone if needed today when I am in Charleston.

Thanks,
Don

Don Nestor

Motion Skinner/Thomas to Table request form Adrian P.S.D. -Carried Unanimously.

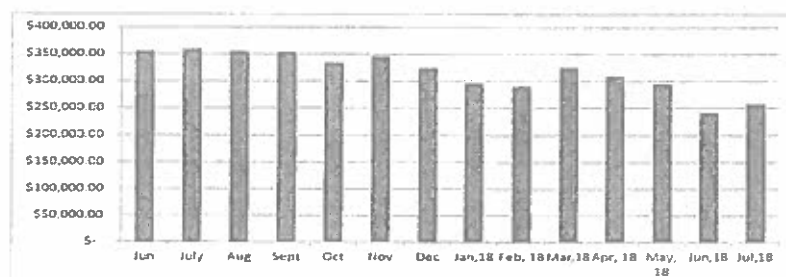
Financial Report- Amberle Jenkins: Amby presented the financials for July 2018 to the Board.

Motion Skinner/Waggoner to approve the financial report as submitted- Motion carried.

**WATER BOARD
CITY OF BUCKHANNON
BALANCE SHEET**

Balance July 31, 2018

Money market & checking	\$ 1,781,293.52
Less Received \$1,522,520.00 from ACP 7/10/18	\$ 258,773.52
C/D	\$ 576,119.82
2% Depreciation fund	\$ 380,129.62



Money Market and Checking Trend

Note: Bond Payments began March 2017 @22751.66 per mth.

Department Report:

D.1 Victoria Hill Tank Project-Victoria Hill Tank project has been completed.

D.2 AC Pipeline Contract #1 and #2 Update See items G.4 & G.5

D.3 Water Dept. Report-Kelly Arnold – Continuing to work with contractors on various projects. Raw water pump sent off June 4th anticipating two-week repair, but additional cost of \$28K may move reinstall after August 16th.

Mr. Arnold would like to plan on sending off the other pump within the next six months to rebuild them before the water levels rise. Mr. Arnold read the remainder of the report in the packet to the Board.

**CITY OF BUCKHANNON WATER DEPARTMENT
Monthly Report for August 9, 2018**

- Water leaks-1
- Weekly safety meetings.
- Locates - 64
- Residential meters changed-5
- Public Service District meters tested-0
- All meters were read in system
- Sent raw water pump off to have rebuilt June 4, 2018 will not be reinstalled until after August 16, 2018.
- Built and installed bubbler trap on filter. (Jerry M)
- Installed new chemical feed pump in plant. (Jerry M)
- Working with Hull's contractors Leggett Add. (Jerry W)

- Hired Jay Petrucic for plant operator. (Jerry M)
- Kevin Arnold received conformation about class III water operator license.
- Working with Chojnacki Construction on Brushy Fork Road.(Jerry W)
- Started 2" extension for Smith and Howard Tennerton (Jerry W)
- 72.5 million gallons of water treated for month of July. 2.4 million a day.
- Cost per million gallon treated for July \$236.55
- 42,375 gallons of water hauled from plant.
- Off & On Reports / Customer complaints answered.--357
- Non-Payments – 34
- Back-flow/cross-conn. surveys – Commercial surveys , 0 requests for survey were mailed; , letters requesting test results mailed; test results received;
- Maintenance equipment.

Chemical Cost Report:

Month: Jul-18

		Monthly Total	Y-T-D		
Million Gallons Treated:		72.49	72.49		
Total Chemical Treatment Cost:		17148.045	17148.05		
Cost per Million Gallons:		236.55739	236.5574		
Chemical	Cost	Unit	Amount Used (lbs)	Monthly Cost	Y-T-D Cost
Carbon	1.064	lb	1800	1915.2	1915.2
Chlorine	0.375	lb	2060	772.5	772.5
Fluoride	0.55	lb	550	302.5	302.5
KMnO4	3.00	lb	728.5	2185.5	2185.5
Lime	0.15	lb	1510	226.5	226.5
Premier Pac	0.35	lb	21936.7	7677.845	7677.845
Soda Ash	0.295	lb	10900	3215.5	3215.5
Sodium Hex	1.55	lb	550	852.5	852.5
Smart-Phos	14.16	GAL		0	0
				17148.05	17148.05

Certification Kevin W Arnold-Class III Water Operator-

STATE OF WEST VIRGINIA

DEPARTMENT OF HEALTH AND HUMAN RESOURCES

This is to Certify

Kevin W. Arnold

Has complied with all Rules and Regulations of the State of West Virginia to become certified as a

**Water - Class III
WVOP28845**

EXPIRATION DATE: 7/31/2020



Walter M. Avey
Director, Office of Environmental Health Services

D.4 SWP Early Warning Monitoring System-All the equipment has been purchased. We have received the first reimbursement check from the DHHR in the amount of \$5,800 +/- . Second check for remaining balance should be received soon.

D.5 WTP Broken Shaft Issue-CTG – Equipment is still under warranty, and this is the third break. Request manufacturer to supply reinforced shafts and they will comply.

Hollen – We would like the manufacturer to honor the warranty through one year, but the City feels that they should pay. Mayor McCauley feels that the City should have a longer warranty due to the frequent shaft breaks.

The City will begin to create correspondence concerning the issue.

Correspondence and Information:


E.1 Shawn Flanigan Update-See below line item G.7

E.2 Adrian PSD Water Purchase- Discussed early under guest B.3

E.3 Justin Atwell Class II Certification & Contract Agreement

STATE OF WEST VIRGINIA
DEPARTMENT OF HEALTH AND HUMAN RESOURCES

This is to Certify
Justin T. Atwell
Has complied with all Rules and Regulations of the State of West Virginia to become certified as a
Water - Class II
WVOP31117
EXPIRATION DATE: 7/31/2020



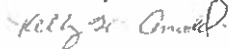
Walter M. Drey
Director, Office of Environmental Health Services


CITY OF BUCKHANNON
WATER DEPARTMENT
70 EAST MAIN STREET
BUCKHANNON, WV 26201
472-2530 (BUSINESS)
472-8628 (FAX)

Date July 25, 2018
Re: Contract.

This contract is between Justin Atwell and the City of Buckhannon Water Department to allow Justin to take electrical classes at Fred W. Eberle Technical Center to obtain enough continuing education units to use towards acquiring his class III water operator's license to be able to operate the City of Buckhannon Water Plant. In return for being allowed to attend these classes Justin has agreed to work for the City of Buckhannon Water Department for 5 years after obtaining his class III water operator's license. Justin further agrees to use his electrical license for the City of Buckhannon Water Department. In the event he does not fulfill the 5 year contract he agrees to reimburse the City of Buckhannon Water Department for all expenses incurred for his class III water operator's license.

Kelly W. Arnold
Water Department Superintendent



Signature:

Justin Atwell
J. Atwell
7/27/18

E.4 Precision Pump and Valve Service-Pump Repair Letter of Response



Good afternoon Kelly. As you may already know the factory has had production issues and has added an est additional week onto the delivery of your new National Raw Water pump. We will continue to push for our original quoted time but they will not make any promises. So as of now I have no choice but to change the new factory's ship date to August 16th 2018.

I do appreciate your patience on the matter. If in case of an emergency we do have your newly refurbished motor & your pump being replaced here in my shop on stand by. If needed we could do a quick (temporary patch) to keep you up and running until your new pump arrives. We are here to assist you in any way possible until the matter is resolved.

If you need further assistance feel free to call us

Brett Kemerer (outside sales manager) @ 1 (304) 542-0016
My direct line 1 (304) 204-2256
Or the after hour number 1 (304) 553-5062

We appreciate your business and once again
Thank you for your patience.

Lonnie conley
Insided sales & repair coordinator

E.5 Letter to Micrologic – St. Joseph’s Water Tank Removal of Equipment

CITY OF BUCKHANNON WATER DEPARTMENT
70 EAST MAIN STREET
BUCKHANNON, WV 26201
472-2530 (BUSINESS) 472-8628 (FAX)

To: Micrologic

Re: St. Joseph’s water tank.

The Buckhannon Water Department will be having the St. Joseph’s water tank razed in the very near future please make arrangements to have any equipment removed from the water tank and make arrangements to connect to a different power source as when we were abandoning our electrical equipment in the vault of the tank we turned off our electrical service and one of your employees came to the tank site and said power was lost to your equipment. We turned power back but we will be having it disconnected also.

Thanks in advance for cooperation
Kelly W. Arnold Water Department Superintendent

Micrologic would like to continue use of the tank. There will be further correspondence in the future.

E.6 Elkins Road PSD Meeting Minutes –June 2018

Elkins Road Public Service District
Board of Directors’ Regular Meeting
June 5, 2018

 COPY

Elkins Road Public Service District
Board of Directors’ Regular Meeting
June 5, 2018

The regular monthly meeting of the Elkins Road Public Service District (ERPSD) Board of Directors was held on Tuesday, June 5, 2018.

Chair, Carey Wagner, called the meeting to order at 5:30 p.m. and led the group in the Pledge of Allegiance.

Members Present were: Chair-Carey Wagner, Secretary-Larry Heater and Board Member-Sonny Matthews

Staff Present were: Office Manager-Carolyn Douglas, Billing Clerk-Sharon Burr, System Operator-Dave Wamsley

Unless otherwise stated all motions passed by vote 3-0.

Recognize that five (5) customers were present.

APPROVAL OF MINUTES

Minutes of May 1, 2018 Regular Monthly Meeting were presented for approval. Sonny Matthews moved to approve the minutes of the meetings as presented. Larry Heater seconded the motion. Motion carried

APPROVAL OF FINANCIAL REPORTS/BILLS TO DATE

Carey Wagner presented the Financial Report. Sonny Matthews made a motion to approve financial report and pay the bills to date. Larry Heater seconded the motion. Motion carried

BRIAR RIDGE ESTATES

Carolyn Douglas presented the Board with a copy of a letter she had drafted back in April to Kenny Woody regarding a past due balance for inspection fees from July 2017 for Briar Ridge. After much discussion it was decided that another letter would be drafted and mailed certified. Sonny Matthews made a motion to draft another letter and mail certified. Carey Wagner seconded. Motion carried

RECOMMENDATION TO THE UPSHUR CO. COMMISSION

Carey Wagner’s term is due expire on September 30, 2018; a letter will be drafted and mailed to the Upshur County Commission recommending that they reappoint Carey Wagner to the Elkins Road PSD Board of Directors’ for another term. Sonny Matthews made a motion to draft the letter for reappointment of Carey Wagner. Larry Heater seconded. Motion carried

PHASE III EXTENSION PROJECT

No invoices were presented for payment from Region VII.

Greg Belcher and Amanda Sulphin returned again this month for continued discussion on Phase III Extension plans. After going over the cost per customer per road on this latest extension, it was decided that due to the extremely high cost per customer to supply water to use of the roads it would be removed from the project. Sonny Matthews made a motion to remove Wolfe Ridge Road from the extension due to the high cost per customer. Larry Heater seconded. Motion carried

MAINTENANCE

Dave Wamsley, System Operator, presented his Maintenance Report for May. Discussion followed on ways to continue to lower unaccounted water loss.

There being no further business, the meeting adjourned on motion made by Sonny Matthews and seconded by Larry Heater. Meeting adjourned at 7:18 p.m.

A Special Budget Meeting will be held on Monday, June 18, 2018 at 5:00 p.m.
The next regular monthly meeting will be held on Monday, July 9, 2018 at 5:30 p.m.

Respectfully submitted:

ERPSD Board of Directors Secretary, Larry J Heater/CD

Attachments: Agenda
Sign In Sheet
Financial Report

Approved By:


Board Chair/Treasurer
Carey Wagner


Secretary
Larry Heater


Board Member
Sonny Matthews

Note: Resolved Meeting



The special budget meeting of the Elkins Road Public Service District (ERPSD) Board of Directors was held on Monday, June 18, 2018.

Chair, Carey Wagner, called the meeting to order at 5:30 p.m. and led the group in the Pledge of Allegiance.

Members Present were: Chair Carey Wagner, Secretary-Larry Heater and Board Member-Sonny Matthews

Staff Present were: Office Manager-Carolyn Douglas

Unless otherwise stated all motions passed by vote 3-0.

Recognize that three (3) customers were present.

ITEMS FOR DISCUSSION

APPROVAL OF 2018 - 2019 BUDGET

After reviewing the current proposed budget for 2018 - 2019 with the treasurer, Carey Wagner, Sonny Matthews made a motion to approve the proposed budget. Larry Heater seconded. Motion carried

PHASE III EXTENSION - TAP FEES

Tap fees for our Phase III Extension will be \$100 per our current tariff set forth by the Public Service Commission. We will again offer \$1.00 to everyone whose property we need an easement through, to be paid at the time of the signing of said Easement. Sonny Matthews made a motion to approve the fees for Taps and Easements. Larry Heater seconded. Motion carried

PERSONNEL

The Board entered into Executive Session under WV Code 6-9A-4 to discuss personnel matters. No decisions were made while in session.

There being no further business, the meeting adjourned on motion made by Sonny Matthews and seconded by Larry Heater. Meeting adjourned at 6:40 p.m.


The next regular monthly meeting will be held on Monday, July 9, 2018 at 5:30 p.m.

Respectfully submitted:

ERPSD Board of Directors Secretary, Larry J Heater:CD

Attachments: Agenda
Sign In Sheet
Copy of Budget 2018 - 2019

Approved By:


Board Chair/Treasurer Secretary Board Member
Carey Wagner Larry Heater Sonny Matthews

E.7 Responsibilities of Customer Service & Distribution Personnel

CITY OF BUCKHANNON WATER DEPARTMENT
70 EAST MAIN STREET
BUCKHANNON, WV 26201
472-2530 (BUSINESS) 472-8628 (FAX)

Responsibilities of Customer Service and Distribution Personnel

- Back flow and cross connection program such as surveys, reminder letters, and any record keeping pertaining to the program.
- Maintain, fix, repair or install new lines, leaks, new or renew services.
- Mapping, gps of all activities and material list for inventory purposes.
- All ordering of materials for customer service and line crew.
- Sampling of new lines installed and sampling when boil water notices need to be called and all associated paper work and notifications.
- Maintain and check dam.
- Maintain all tanks, and pump stations such as painting, grass cutting, pump changes, and periodic checks altitude valves and pressure reducer valves.
- Flush all hydrants, blow off's and monitor chorine residuals at dead ends.
- Work on valve program.
- Leak detection program.
- Read all meters in system.
- Test meters that are scheduled to be tested.
- Test meters for Public Service Districts.
- Maintain all customer service work such as on and off's, shut off's, complaints.
- Maintain all equipment associated with customer service and line crews.
- Location of lines for Miss Utility or Private notification. Sometimes this can take a lot of time if personal have to stay while are lines are being exposed.
- When personal are contacted after hours for leaks, shut off water for customer or any emergency they make every effort to report.
- There are many of other skills utilized from our employees such as welding, mechanic, carpentry, masonry, and electrical, and painting. We attempt to do everything in house if possible.
- All personal have variety of licenses such as WD, Class III water, Backflow, CDL, Water meter test cards, notary.
- Safety talks and practices.

Kelly W. Arnold (Water Distribution Supervisor)

UPSHUR COUNTY EMERGENCY OPERATIONS PLAN

Functional Annex: City of Buckhannon

Related Federal ESFs	<ul style="list-style-type: none"> • NRF Base Plan (Roles and Responsibilities, Concept of Operations)
Related State Annexes	<ul style="list-style-type: none"> • EOP Basic Plan
Primary Agencies	<ul style="list-style-type: none"> • Mayor • Director of Public Works • Director of Finance and Administration • City Engineer • Fire Department • Police Department • Sewer Department • Streets & Parks Department • Waste Department • Water Department • Information Coordinator
Support Agencies	<ul style="list-style-type: none"> • Upshur County Department of Homeland Security and Emergency Management • Upshur County Emergency Communications Center • Upshur County Sheriff’s Department • Upshur County Emergency Medical Services
Authorities	<ul style="list-style-type: none"> • WV Code, Chapter 15, Article 5, as amended. • WV Executive Order 20-04, December 23, 2004.
References	<ul style="list-style-type: none"> • <i>Upshur County Commission. (2015) Upshur County Emergency Operations Plan. Buckhannon, WV: UCDHSEM</i> • <i>National Incident Management System, USDHS, as amended.</i> • <i>National Response Framework, USDHS, as amended.</i> • <i>Developing and Maintaining Emergency Operations Plans, CPG 101, Version 2.0, November, 2010.</i> • <i>United States Department of Homeland Security. (2013). National Response Framework</i> • <i>Homeland Security Exercise and Evaluation Program (HSEEP), Volumes 1 through 3, USDHS, 2007.</i> • <i>West Virginia Department of Military Affairs and Public Safety. (2008)</i>

I. PURPOSE AND SCOPE

A. Purpose

This annex describes how the governmental agencies of Upshur County and the City of Buckhannon interact during large-scale emergencies impacting both jurisdictions.

B. Scope

This annex applies to all emergency situations in which both county and city emergency authorities are engaged and resources are involved in emergency responses in Upshur County. The document does not direct tasked agencies as to “how” they should fulfill their responsibilities; it functions on the assumption that the agencies tasked herein will individually maintain the capability to fulfill those responsibilities.

II. SITUATION AND ASSUMPTIONS

A. Situation

1. The City of Buckhannon is the county seat of Upshur County and the only incorporated municipality located therein.
2. The majority of Upshur County’s governmental facilities are located within the corporate limits of the City of Buckhannon.
 - a. Within the Emergency Services sector, the following agencies are located in the City’s corporate limits:
 - i. Upshur County Sheriff’s Department
 - ii. Buckhannon Police Department
 - iii. Buckhannon Fire Department
 - iv. Upshur County Emergency Medical Services
 - v. Upshur County Health Department
 - vi. St. Joseph’s Hospital / WVU Medicine
 - vii. Community Care of West Virginia
 - viii. Davis Health Care
 - ix. West Virginia Wesleyan College
 - x. Upshur County Board of Education – Central Office
 - b. With an estimated 2017 population of 5,529 (US Census Bureau) the City’s population comprises approximately 22.67% of Upshur County’s estimated population of 24,465 (US Census Bureau)
 - c. US Route 33 and State Route 20, the two primary transportation routes in and through Upshur County, both pass through the City of Buckhannon.
 - d. The City of Buckhannon’s water treatment plant supplies potable water to the citizens and businesses both inside and outside the corporate limits and to the four public service districts within Upshur County, who in turn provide potable water to the citizens outside the corporate limits.
 - e. The City of Buckhannon owns and operates the only public wastewater treatment facility in Upshur County.

B. Assumptions

1. Both County and City leadership have a vested interest in providing the most efficient, effective emergency services possible for the citizens of both jurisdictions.
 2. As the City is home to the majority of the deployable assets, the City’s leadership is likely to have a significant role during a large-scale emergency situation.
 3. Depending on the severity and magnitude of the situation, the affected area may be able to cope effectively. However, it may be necessary to request assistance from volunteer organizations, private enterprises, mutual aid organizations, or state and federal sources.
-

4. Providing an adequate emergency response (to a community or county-wide disaster) would be challenging without participation by all stakeholders.
5. Without an emergency management office of its own, the City will need to coordinate with the Upshur County Department of Homeland Security and Emergency Management to access resources from the state (per West Virginia Division of Homeland Security and Emergency Management requirements).

III. CONCEPT OF OPERATIONS

A. General Basic Considerations

- a. Per the National Incident Management System (NIMS), incident response remains at the lowest governmental level for as long as possible.
 - a. This annex does not impact those responses that can be completely accomplished with the City's resources. It is noted that County resources such as the Emergency Communications Center will be involved in all aspects of response.
 - b. This annex does not apply to situations which are handled completely according to routine operations.
 - c. For large-scale emergencies during which the Upshur County Emergency Operations Center (EOC) is activated, the City designates its Mayor or other such City official to report to the EOC. This individual will serve as a primary point of contact for City officials. This individual should participate fully in EOC operations and report back to the City should any assistance or questions for the City arise.
 - d. For all emergencies, there will be a Hot Wash conducted and an After-Action Report (AAR) completed.
 - e. For any scheduled event that requires multiple agencies, there will be a planning meeting conducted, an Incident Action Plan created and a Hot Wash with an AAR completed.
 - f. The Director of Public Works, the City Engineer and the department supervisors shall assess damage to City-owned properties. Damage assessment information shall be shared with the County, State, and Federal levels as necessary.
 - g. The City may also declare a "state of emergency" for its jurisdiction, which will activate any emergency plans or procedures the City may have in place. It is assumed that the City will request resource assistance from neighboring municipalities and/or the county emergency management structure prior to requesting assistance from the State or Federal level. For this reason, **all requests for State (and subsequently Federal) assistance in Upshur County shall be channeled through the County EOC.**
 - h. This plan is activated for disasters, not for minor local emergencies. If a minor local emergency escalates to the point that external resources, public information, or operational support is necessary, then the appropriate portions of this plan will be activated.
 - i. When the emergency/disaster exceeds the county's capability to respond, assistance will be requested from the WV Division of Homeland Security and Emergency Management (WVDHSEM). Federal assistance may be requested and coordinated by the WVDHSEM concept that incident management activities

will take place with the "lowest" jurisdictional level possible.

- j. Requests from higher levels of government should conform to National Incident Management System (NIMS) criteria.
- k. All requests for state resources must come from the Upshur County Department of Homeland Security and Emergency Management through E-Team.

B. Phases of Incident Management

1. Prevention

- a. Continue to support two-way information sharing with the Upshur County Department of Homeland Security and Emergency Management, Fusion Liaison Officers and the WV Fusion Intelligence Fusion Center as per potential threats to assets in the City.
- b. Continue to train jointly with Upshur County Sheriff's Office to ensure a tactical response capability for the City.
- c. Response to an incident takes place under the direction and control of the local government having jurisdiction. If an incident occurs within corporate boundaries, the City has direction and control. Incidents occurring in the unincorporated portions of the county are under the direction and control of the County Commission.
- d. If an incident expands to include multiple jurisdictions and/or resources, on-scene command transitions to a unified or area command structure, with the lead likely coming from the jurisdiction in which the incident originated, shall be enacted once the county EOC is activated. County government is available to support the operation through the UCDHSEM.

2. Mitigation

- a. Continue to support FEMA hazard mitigation efforts throughout the City, to include participating in the official Multi-Jurisdictional Hazard Mitigation Plan that serves both the City of Buckhannon and Upshur County.
- b. Undertake mitigation projects, as funding allows.
- c. Continue to support stream bank restoration and river clearing efforts along the Buckhannon River within the City's area of responsibility as identified in the United States Army Corps of Engineer's Local Flood Control Project.

3. Preparedness

- a. Maintain membership in the Lewis-Upshur Local Emergency Planning Committee.
- b. Identify lines of succession in City leadership as set by Charter.

4. Response

- a. Declare a state of emergency as needed for the City's corporate limits.
- b. Coordinate as appropriate, with county resources.

5. Recovery

- a. Support general mass care efforts in the City (work with American Red Cross when supporting feeding and other mass care activities).
- b. Establish a list of shelters in the City.
- c. Compile a list of agencies/entities/organizations that come forward during a response offering help for future emergencies.

IV. DIRECTION, CONTROL, AND COORDINATION

- A. The Upshur County Commission is responsible for the policy making, coordination, and direction and control over all emergency management activities within Upshur County that occur outside of City's areas of jurisdiction. Policy decisions may be based on recommendations or other information provided by the Upshur County Department of Homeland Security and Homeland Security (UCDHSEM).
- B. The City of Buckhannon is responsible for the policy making, coordination, and direction and control over City response agencies within the City's corporate limits during emergencies.
- C. In basic terms, Upshur County responders utilize the Incident Command System (ICS) to manage on-scene activities. The ICS, including how an Incident Commander (IC) is selected, is detailed in Annex A: Direction and Control.
- D. The Upshur County EOC is a Multi-Agency Coordination System (MACS) that facilitates policy and decision-making, coordination, and overall direction and control of emergency responders when an incident exceeds the capabilities of the ICS organization. The Upshur County Emergency Operations Center (EOC) is the primary and centralized location for multi-jurisdictional direction and control of emergency response activities in the county. EOC capabilities are further detailed in Annex A: Direction and Control.
- E. Public information is managed through a Joint Information System (JIS) to ensure consistency from release to release. A physical Joint Information Center (JIC) may be established within or near the EOC to coordinate and manage the JIS.

V. INFORMATION COLLECTION, ANALYSIS, AND DISSEMINATION

- A. General information collection and analysis are discussed throughout the remainder of this document.
- B. Information sharing and communications are based on plain English principles as outlined by the National Incident Management System (NIMS) as well as the use of appropriate Incident Command System (ICS) forms.
- C. Key information to collect and share:
 - What equipment, supplies and other resources have been used.
 - Anticipated needs.
 - Weather (and other hazard impacts) forecast, where/when available.
 - Road closure information.
- D. For countywide emergencies involving a significant City response, the primary means by which the City Council and the County Commission communicate is through the Upshur County Department of Homeland Security and Emergency Management.
- E. Exercises will be planned as part of collaboration between the UCDHSEM and all responder agencies.
- F. All exercises will be designed under HSEEP methodology.

VI. NOTIFICATION AND WARNING

- A. Notification and Warning to City personnel can be done through the NIXLE Notification and Warning System and phone lines.
- B. Public notification and warning will be done through the NIXLE system.

VII. ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES

- A. Annex Coordinator
 - 1. Serve as the primary point of contact for the maintenance of this annex.
-

2. Serve as a liaison between the City and the County regarding updating of the annex.
3. Represent the City of Buckhannon on matters of emergency preparedness planning.

B. Responsibilities

1. Mayor
 - a. Designate representatives of the City to serve on the Lewis-Upshur Local Emergency Planning Committee.
 - b. Declare, if necessary, an Emergency.
 - c. Coordinate as necessary during operations, with the City Council to designate a liaison to report to the Upshur County Emergency Operations Center.
 2. Director of Public Works
 - a. Represent the city in countywide preparedness efforts.
 - b. Oversee damage assessment efforts to city-owned properties.
 - c. Coordinate as necessary during operations, with the Upshur County EOC for request of state resources.
 3. Director of Finance and Administration
 - a. Support city-level emergency operations by coordinating with department heads to determine need.
 - b. Oversee damage assessment efforts to city-owned properties.
 - c. Monitor emergency expenditures.
 - d. Coordinate with City Council should budget revisions be necessary to re-allocate emergency expenditures.
 - e. Coordinate, as necessary during operations, with the Upshur County EOC for request of state resources.
 4. Fire Department
 - a. Continue to provide fire suppression services throughout the City and first-due response area.
 - b. Support emergency operations as needed, requested and in accordance with existing mutual aid agreement.
 5. Police Department
 - a. Continue to provide law enforcement services throughout the City.
 - b. Support emergency operations as needed, requested and in accordance with existing mutual aid agreements.
 6. Sewer Department
 - a. Continue operations at the wastewater treatment plant.
 - b. Address damages and service interruptions that add to the scope of the existing emergency.
 - c. Participate in damage assessment efforts.
 7. Streets & Parks Department
 - a. Address damages to streets and sidewalks that add to the scope of the emergencies.
 - b. Support emergency operations as requested.
 - c. Participate in damage assessment efforts.
 8. Waste Collection Department
 - a. Address damages to Waste Collection Department facilities and equipment that add to the scope of the emergencies.
-

- b. Support emergency operations as requested.
 - c. Participate in damage assessment efforts.
9. Water Department
- a. Continue operations at the water treatment plant.
 - b. Address damage and service interruptions that add to the scope of the emergencies.
 - c. Support emergency operations as requested.
 - d. Participate in damage assessment efforts.

E. Supporting Agencies

1. Upshur County Department of Homeland Security and Emergency Management
 - Advise County and City governments on matters of emergency management.
 - Prepare and maintain a plan for emergency response and management activities.
 - Design and conduct exercises to ensure the plan is current and effective.
 - During emergencies, activate and manage the EOC with proper authority and guidance from the Upshur County Commission.
 - Serve as liaison to state and federal officials during local states of emergency.
 - Offer training, as applicable and in accordance with National Incident Management System (NIMS) criteria, to ensure that local responders are qualified and prepared to undertake emergency operations.
 - Develop and maintain a properly categorized and typed resource manual (per NIMS requirements) to assist in the emergency procurement of necessary resources.
2. Upshur County Emergency Communications Center
 - Provide emergency dispatch operations for Upshur County.
3. Upshur County Sheriff's Department
 - Coordinate law enforcement activities in the unincorporated areas of Upshur County.
4. Upshur County Emergency Medical Services
 - Provide primary emergency medical services to all of Upshur County.
5. WV Division of Homeland Security and Emergency Management
 - Develops, tests, and maintains the *West Virginia Emergency Operations Plan*.
 - Receives local resource requests.
 - Coordinates state agency response to an incident.
 - Activates and staffs the State EOC (SEOC), if appropriate.
 - Requests and coordinates federal assistance to an emergency/disaster.

VIII. ADMINISTRATION, FINANCE, AND LOGISTICS

A. Administration

1. Administration of emergency management activities in Upshur County is conducted on a daily, non-emergency basis by the Upshur County Department of Homeland Security and Emergency Management. During the response and recovery phases,
-

the emergency management program is coordinated by the UCDHSEM Director with responders and Chief Executive Officials (CEOs) at the scene and in the activated Emergency Operations Center (EOC) in accordance with the written procedures set forth in this plan and in organizational Standard Operating Guidelines (SOGs).

2. After-Action Critique

- The UCDHSEM Director will schedule a Hot Wash of the emergency response actions. The UCOEM Director is also responsible for ensuring that the initiatives discussed during a critique session are implemented (upon approval by the county commission).
- During the critique, participants will review the effectiveness of actions taken, resource shortcomings, etc. The purpose of the meeting will be to highlight strengths and weaknesses and identify measures that can improve preparedness and operational readiness.
- UCDHSEM Director is responsible for the preparation of the After-Action Report.
- The UCDHSEM will facilitate revisions to the appropriate sections of this plan, if necessary.

3. Adoption of this Annex

- The Buckhannon City Council will adopt this annex to serve as formal guidance for operations during emergency situations.
- This annex will be added to the Upshur County Emergency Operations Plan. The annex will be updated periodically as necessary.

4. Declaration of Emergency.

- Declaration of an emergency will allow resources be requested from a state and federal level.

5. Mutual Aid

- The Buckhannon Police Department maintains a mutual aid agreement with the Upshur County Sherriff's Department for personnel, equipment and investigative assistance.
- The Buckhannon Fire Department maintains a mutual aid agreement with the other volunteer fire departments within the county.
- The Buckhannon Water Department has a mutual aid agreement through West Virginia's Water/Wastewater Agency Response Network (WV WARN) that covers personnel, equipment, and parts inventory as related to water utility operations.

6. Legal Considerations

- If necessary, the City Attorney is responsible for providing legal advice regarding City emergency decisions.
- City employees involved in a response are covered by their regular liability and other insurance programs.

Significant use of volunteers (VIPS, CERT) during emergencies is unpredictable. If volunteers are used, they would be expected to sign a waiver addressing possible liabilities.

7. Continuity of Government: Primary City Point of Contact

- Mayor
-

- Director of Finance and Administration
- Director of Public Works
- Remaining Council Member (per seniority)

B. Finance

1. Typically, department heads have the authority to make purchases when funds are in their budgets.
2. Should the emergency necessitate City purchase items that are not included in budgets, the general funds can be used. However, the City Council reserves the right to make budget revisions to re-allocate expenditures.
3. Extensive record keeping should be kept of expenditures during an emergency.
4. Should funding requests from FEMA be warranted, the Director of Finance and Administration shall work with the Director of the Upshur County Department of Homeland Security and Emergency Management to complete the required reimbursement forms.
5. Resource Procurement Actions before a Declaration of Local "State of Emergency": Every effort must be made to meet requirements with local government resources. County and City officials will be contacted without regard to normal business hours to assist in obtaining those necessary items that are not readily available in the stocks of committed local governments. Unless specifically authorized by the appropriate County and City official, normal procurement procedures will prevail.

C. Logistics

1. In the event that the county's resources prove to be inadequate during a response, requests will be made for assistance from other jurisdictions, higher levels of government and other agencies.
 - a. Resource requests will be in accordance with existing mutual aid agreements.
 - b. Requests to higher levels of government will include National Incident Management System (NIMS) resource types and categories (see Annex H: Resource Management).
 2. Procedures have been identified to ensure that authorized personnel are in-place at all times to approve emergency resource procurement and expenses.
 3. State and Federal Involvement
 - a. State
 - i. For emergency or disaster situations that exceed the combined capabilities of all local emergency response organizations (and dubbed an "incident of state significance"), the State of West Virginia, through the WV Division of Homeland Security and Emergency Management (WVDHSEM), can provide direct services and assistance to the affected county and can act as a channel of obtaining and providing additional resources from outside the state and from the federal government.
 - ii. When the WVDHSEM provides emergency assistance, which may include on-site representation, the overall command and control authority remains with the local jurisdiction, unless local control is otherwise relinquished or if state or federal law requires the transfer of authority to a specified state or federal agency.
-

- iii. The *West Virginia Emergency Operations Plan (WVEOP)* calls for all state departments and agencies with emergency responsibilities to provide direct assistance to local jurisdictions where possible and to participate in local Emergency Operations Plan (EOP) activities.
- iv. The WVEOP expects local jurisdictions to have fully committed and depleted all locally available resources before requesting assistance from a higher level of government.

IX. ANNEX DEVELOPMENT AND MAINTENANCE

1. Maintenance

- a. The Mayor, or the official designee, should participate as a member of the Lewis-Upshur Local Emergency Planning Committee, where issues relative to the annex are frequently discussed.
- b. Typically, the Director of Public Works serves as the primary planning liaison for the City of Buckhannon.
- c. Other City representatives may be asked to participate per the topic at hand.

2. Review of Annex

- a. Review of this annex should be undertaken at least once every three years by City Department Heads, City Council and the Upshur County Department of Homeland Security and Emergency Management.

3. Test, Training and Exercises

- a. City emergency service agencies regularly participate in drills and exercises with other county agencies.
- b. The City, generally, intends to participate in exercises when it is practical.
- c. Annually, this document should be tested via roundtable attended by the City and UCDHSEM.

X. PLAN DEVELOPMENT AND MAINTENANCE

A. This plan has been developed by the Upshur County Office of Emergency Management (UCOEM) in accordance with guidance provided by the WV Division of Homeland Security and Emergency Management (WVDHSEM) and the US Department of Homeland Security.

B. The UCOEM Director will ensure that this plan is periodically updated.

1. An update schedule is maintained in the format of the *CPG-101 V.2 Evaluation Matrix* (per Emergency Management Performance Grant [EMPG] requirements).
2. More extensive updates may be conducted in response to actual events or exercises that identify deficiencies in the plan. The UCOEM is responsible for distributing plan updates.
3. In general, the UCDHSEM Director facilitates updates and facilitates regular meetings of "planning committees" that are organized by annex. For example, the planning committee for the direction and control annex is the core Emergency Operations Center (EOC) staff while the planning committee for the fire and rescue annex is comprised of representatives from each of the fire departments in the county.

C. Training

1. The following training (in their most current versions), at a minimum, must be completed by all new employees, recruits, and first responders who have a direct
-

role in emergency preparedness, incident management, or response for National Incident Management System (NIMS) compliance.

- a. IS-100 (Introduction to ICS)
 - b. IS-200 (Basic ICS)
 - c. IS-700 (NIMS: An Introduction)
 - d. IS-800 (NRF)
2. Responders with the potential to hold command positions (e.g., officers, etc.) must also take IS-300 (Intermediate ICS) and IS-400 (Advanced ICS).
3. More detailed courses may also be completed as part of an on-going training program. Such courses include:
- a. IS-139 (Exercise Design)
 - b. IS-230b (Fundamentals of Emergency Management)
 - c. IS-235a (Emergency Planning)
 - d. IS-240a (Leadership and Influence)
 - e. IS-241a (Decision-Making and Problem Solving)
 - f. IS-242a (Effective Communication)
 - g. IS-244a (Developing and Managing Volunteers)
 - h. IS-402 (ICS for Local Elected Officials)
 - i. IS-702 (Public Information)
 - j. IS-703 (Resource Management)
4. Several agencies throughout Upshur County offer training opportunities, such as the UCOEM, the Lewis-Upshur Local Emergency Planning Committee (LEPC), and individual response agencies. Additionally, training for first responders can be obtained through their respective departments, as well as the WVDHSEM, West Virginia University (WVU) Fire Service Extension, etc.
5. All exercises should be designed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP).
6. Individual agencies' Standard Operating Guidelines (SOGs) detail other training requirements.

XI. AUTHORIZATION


Mayor - City of Buckhannon _____ Date _____


Buckhannon City Recorder _____ July 19, 2018
Date


Buckhannon City Council Member _____ 19 July 18
Date


Buckhannon City Council Member _____ July 19, 2018
Date


Buckhannon City Council Member _____ 7-19-18
Date


Buckhannon City Council Member _____ 7-17-18
Date


President - Upshur County Commission _____ 7/20/18
Date


Upshur County Commissioner _____ 7/20/18
Date


Upshur County Commissioner _____ 7-26-18
Date


Director Upshur County Department of Homeland Security and Emergency Management _____ 6/3/18
Date

E.9 Smith and Nelson Waterline Extension Services

July 28, 2018

Mr. Charles A. Smith
 Ms. Joie K. Howard
 6732 Race 20 South Road
 French Creek, WV 26218

Re: Residential Development at
 Intersection of Joie Kay Boulevard and Route 20 South
 near Buckhannon, WV
 Request for Waterline Extension Services

Dear Mr. Smith and Mrs. Howard:

Per the requirements of the Public Service Commission of West Virginia (PSC), the City of Buckhannon (City) is providing you an executed copy of the ALTERNATE MAIN LINE EXTENSION AGREEMENT for the as yet unnamed residential development at the intersection of Joie Kay Boulevard and Route 20 South near Buckhannon, West Virginia.


Enclosed with this letter are the following documents for the proposed waterline extension, hereinafter referred to as the Smith-Howard Route 20 South Waterline Extension, to serve the (11) residential lots identified in the plat provided to the City of Buckhannon Water Department:

- Alternate Mainline Extension Agreement
- Water Main Extension Estimate Water Rule 5.5 with Engineer's Opinion of Probable Project Costs
- Copy of Title 150 Legislative Rule: Public Service Commission - Series 7 Rules for the Government of Water Utilities
- City of Buckhannon Right-of-Way Agreement Waterline Extension and Property Plat indicating the property lots and the location of the proposed waterline extension

These documents are being provided to you for your reference and use only and no further action is required at this time by either of you.

Once all of the applicable documents have been executed, notarized and recorded, I will send you copies of said documents.

If you have any questions or comments regarding the contents of this letter, please contact me at your convenience at (301) 473-1651, Extension 1006.

Sincerely,

 James S. Holten, III, PE
 City Engineer

- David W. McCauley - Mayor (no Title 150 Legislative Rule)
- Members of the Water Board (no Title 150 Legislative Rule)
- Jerry Arnold - Director of Public Works (no Title 150 Legislative Rule)
- Kelly Arnold - Water Department Superintendent (no Title 150 Legislative Rule)

ALTERNATE MAIN LINE EXTENSION AGREEMENT (CUSTOMER CONTRIBUTION)

THIS AGREEMENT, made this 17th day of July, 2018, by and between the CITY OF BUCKHANNON, "OWNER" and Joie Charles A. Smith and Joie K. Howard, "CUSTOMER", owning property located at the intersection of Joie Kay Boulevard (the residential development's access road) and Route 20 South and having a mailing address of 395 Race 20 South Road, near the City of Buckhannon in the Buckhannon District of Lincoln County, H.I., being (1) residential building sites requesting service by petition for a water extension known as the Smith-Howard Route 20 South Waterline Extension.

WITNESSETH:

THAT WHEREAS, OWNER is the owner and operator of a water system serving customers within a geographic area in the City of Buckhannon and Buckhannon District of Lincoln County, West Virginia, as defined by the County Commission of Lincoln, West Virginia; and

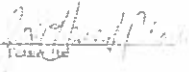

WHEREAS, CUSTOMER is a property owner, has requested OWNER to extend water service, to be known as the Smith-Howard Route 20 South Waterline Extension, to the property; and

WHEREAS, the cost of the proposed extension is estimated by the OWNER to extend five (5) times OWNER'S estimate of immediate normal annual revenue; and

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, that for and in consideration of the premises and the mutual covenants and agreements hereinafter contained, the parties hereto have agreed and do hereby agree as follows:

- (1) CUSTOMER will pay to OWNER the amount stated in (17) of this agreement as being equal to CUSTOMER'S share of the estimated extension cost.
- (2) The proposed extension will be installed according to the rules and regulations of the Public Service Commission of West Virginia and will be the property of the OWNER.
- (3) CUSTOMER will provide to the OWNER, whenever reasonably possible, at no cost to the OWNER, any private Right-of-Way necessary for the completion of the extension.
- (4) No reimbursements shall be made in accordance with Rule 5.5.5.5 of the Rules and Regulations for the Government of Water Utilities due to the fact that the OWNER is providing all of the total project costs (100%) at the beginning of the project. See the CONDITIONS section of the WATER MAIN EXTENSION ESTIMATE WATER RULE 5.5 for additional information.
- (5) The OWNER reserves the right to further extend its water system fees and beyond the terminal of the extension made pursuant to this agreement, and CUSTOMER shall not be entitled to any refund for the reaching of customers to any further extension.
- (6) CUSTOMER will pay to the OWNER the applicable tap fee and service deposit prior to the completion of CUSTOMER'S service to the extension.
- (7) CUSTOMER agrees to all of the CONDITIONS contained on the WATER MAIN EXTENSION SERVICE WATER RULE 5.5.
- (8) The preliminary extension requestion cost is estimated to be \$14,706.80 (Fourteen Thousand Seven Hundred Sixty Dollars and Eighty Cents). The OWNER'S share based on (11) homes to be extended is \$1,336.98 (One Thousand Three Hundred Sixty Dollars and Eighty Cents). This leaves a balance of \$13,369.82 (Thirteen Thousand Three Hundred Sixty Nine Dollars and Eighty Cents) to be paid for by the CUSTOMER.

Witness the following signatures (Customer & Owner)

 7/27/18
 Customer

 Mayor

WATER MAIN EXTENSION ESTIMATE WATER RULE 5.5

Date: July 16, 2018 For: Smith-Howard Route 20 South Waterline Extension

The following estimate is in response to a request to extend the CITY OF BUCKHANNON'S water facilities (approximately 230 feet of 2" D PVC) to the intersection of Joie Kay Boulevard (the residential development's access road) and Route 20 South to the unnamed residential development to serve customers who desire water service.

COST ESTIMATE

Water Line (2 inch PVC): 230 feet @ \$0.85/foot	=	\$ 195.50
Excavation/Installation: 230 feet @ \$28.75/foot	=	\$ 6,612.50
Materials (fitting, valves, etc.): See Enclosed Attachment	=	\$ 6,147.57
Permits/Rights-of-Way (Health, Highways, etc.):	=	\$ 21.00
Restoration of 230 feet (seeding, gravel, etc.): \$0.40/foot	=	\$ 92.00
Related Cost (engineering, legal, etc.): 10.0%	=	\$ 1,336.98
Total	=	\$ 14,706.80

COST SHARE OF CUSTOMERS AND UTILITY

A. Total Estimated Cost of Extension	=	\$ 14,706.80
B. Utility Share: (5 times annual revenue) \$1,722.00 per customer per year for five (5) years X 11 customers	=	\$ 18,942.00
C. Customer Share: Estimated cost to be paid by customers (A, less B.) (\$0.00)	=	\$ -2,235.20

CONDITIONS

1. If the potential Customer (i.e. Smith-Nelson Development) shall deposit with the Utility, in advance, the sum of \$0.00, (Customer's Share from "C." above) and a tap fee of \$350.00 per customer and a \$35.00 security deposit per residential customer (for a total of \$8,635.00), the Utility will apply for the necessary permit applications and begin construction activities as soon as possible.
2. Per conversations with the developer's designated representative on July 13, 2018, the residential development is to consist of eleven residential homes. Therefore, based upon that conversation, the eleven customers to be served by the water main extension project shall consist of eleven residential homes placed upon individually planned lots. No mobile homes (i.e. trailers) or recreational vehicles (RVs) (i.e. camping trailers) shall be permitted within the development as the waterline extension was engineered based upon information from the developer that only residential homes were being constructed within the development.
3. If the actual cost to construct the extension is less than the estimated cost, the Utility will refund the difference to the Customer. If the actual cost exceeds the estimated cost the Utility will bill the Customer for the difference.
4. The Customer will be required to sign an application for service and/or a User's Agreement when the tap fees and deposits are made.
5. The Customer, whenever reasonably possible, shall secure the right-of-way and deliver them to the Utility free of charge.
6. The Customer shall reimburse the Utility \$1,722.00 for each unused water service tap, out of the original eleven (11), that is not generating a normal revenue (Utility Share from "B." above) within 140 (140) days of the effective date of the Water Main Extension Project in order to compensate the Utility for the up-front financial contribution that the Utility committed to at the beginning of said Water Main Extension Project.
7. Any water service taps not installed within two (2) years of completion of the water main extension shall be considered void. The Utility shall refund the Customer \$350.00 (tap fee) for each voided tap.
8. The Water Main Extension Estimate is made in accordance with Water Rule 5.5 of the Rules and Regulations for the Government of Water Utilities.

CITY OF BUCKHANNON
RIGHT-OF-WAY AGREEMENT
WATERLINE EXTENSION

This RIGHT-OF-WAY AGREEMENT, made this 17 day of July, 2018 by and between Charles A. Smith and Joni K. Howard, Grantor and party of the first part, and THE CITY OF BUCKHANNON, a Municipal Corporation, Grantee and party of the second part.

WITNESSETH: That for and in consideration of the sum of One Dollar and Zero Cents (\$1.00), and other good and valuable considerations, the receipt of which is hereby acknowledged, the said Grantor do hereby grant and convey unto the said City Of Buckhannon, a municipal corporation, its successors and assigns, a right of way or easement 15 feet in width and a temporary construction right of way or easement 20 feet in width on, over, across, under and through lands owned by the parties of the first part running approximately 750 feet in length, for the purpose of construction, installation, operation, maintenance, repair, replacement, improvement and removal, if necessary, of both 6" and 2" waterlines, including necessary appurtenances such as valves, fittings, and service connections, upon and underlying those certain lots, tracts or parcels of land, situate on the southerly side of Joni Kay Boulevard, the residential development's access road, to the east of WV State Route 20, south of the City of Buckhannon in the Buckhannon District of Upshur County, West Virginia (and identified as 355 Route 20 South Road). The property which is subject to this easement was conveyed to the parties of the first part by deed dated December 11, 2017, which is of record in the office of the Clerk of the County Commission of Upshur County, West Virginia, in Deed Book 548 at page 637.

It is agreed that the centerline of said Right-of-Way or easement shall correspond to the centerline of the waterline and will be generally located as shown, set forth and delineated upon that certain map attached hereto.

The Grantee covenants and agrees to backfill, replace and reseed, as necessary, any surface within the Right-of-Way or easement area as may be disturbed at anytime by the construction, installation, operation, maintenance, repair, replacement, improvement and removal, of said waterline or lines, and to repair, as necessary, such part of the sidewalks, driveways, and drain lines or property of the Grantor as may be disturbed or damaged at any time by the construction, maintenance, operation, repair and/or replacement of said waterline or lines.

The Grantee further covenants and warrants to defend, save and hold the Grantor harmless from any liabilities or obligations of any kind or character whatsoever in connection with, or in any way arising out of the construction, operation, maintenance, repair and replacement of said waterline or lines.

It is agreed that the Grantor shall have the right to use the surface overlying the right of way and easement area herein conveyed, except during periods of actual construction and maintenance, for such purposes as the Grantor may desire, providing that such use shall not at any time interfere with any of the rights herein granted to the Grantee. Specifically restricted is the construction of permanent structures.

This document was prepared by: City of Buckhannon
70 East Main Street
Buckhannon, WV 26201
(334) 472-1651

DECLARATION OF CONSIDERATION

The undersigned Grantor does hereby declare that this Right-of-Way grant is not subject to the West Virginia excise tax upon the privilege of transferring title to real estate, as this is a Right-of-Way grant to a Municipal Corporation.

WITNESS the following signatures

Witness: [Signature] Charles A. Smith
Witness: [Signature] Joni K. Howard

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

I, JOSEPH PHILIP CRUZ JR. a Notary Public in and for said County and State, do hereby certify that Charles A. Smith and Joni K. Howard, who signed the foregoing Right-Of-Way Agreement bearing date the 17 day of JULY, 2018, as the authorized representatives for the private residential development, has this day, in my said County and State, before me, acknowledged the said writing to be the act and deed of said Corporation.

Given under my hand this 17 day of JULY, 2018

My commission expires: APRIL 9, 2019



[Signature]
Notary Public

THE CITY OF BUCKHANNON
a municipal corporation

By: [Signature]
It's Mayor

ATTEST

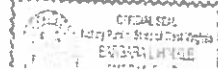
[Signature]
It's Recorder Assistant Recorder

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

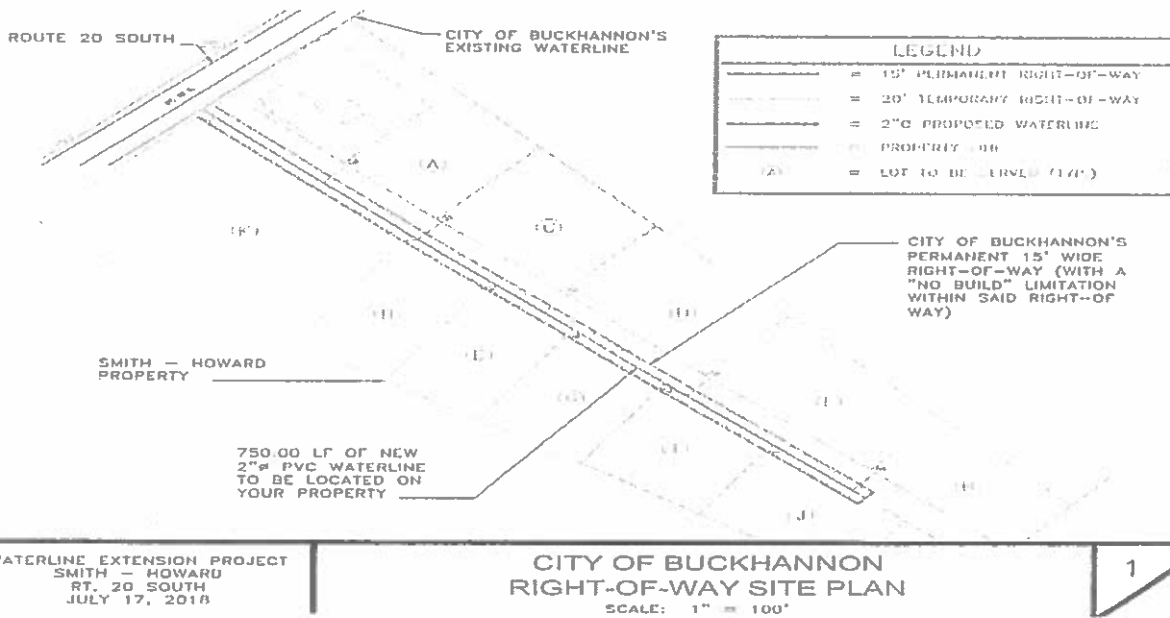
I, Barbara L. Hinkle a Notary Public in and for said County and State, do hereby certify that David W. McCauley, who signed the foregoing Right-Of-Way Agreement, bearing date the 17th day of July, 2018, as Mayor for The City of Buckhannon, a Municipal Corporation, has this day, in my said County and State, before me, acknowledged the said writing to be the act and deed of said Municipal Corporation.

Given under my hand this 20th day of July, 2018

My commission expires: September 25, 2020



[Signature]
Notary Public



WATERLINE EXTENSION PROJECT
SMITH - HOWARD
RT. 20 SOUTH
JULY 17, 2018

CITY OF BUCKHANNON
RIGHT-OF-WAY SITE PLAN
SCALE: 1" = 100'

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1

E.10 Abandoned Mine Water as Source Water Supply Report-Was presented to the board as information.

E.11 Record Delta Newspaper Article -Public Notification Adrian P.S.D. Public meeting held August 13, 2018 at 7pm RE: Proposed Water Project.

E.12 HMGP Maintenance Agreement No 1

West Virginia Division of Homeland Security and Emergency Management Hazard Mitigation Grant Program Maintenance Agreement No. 1

MAINTENANCE AGREEMENT No. 1: All Mitigation Project activities will be performed to meet Local, State, and Federal codes and standards.

All applicants whose proposed project involves the retrofit or modification of existing public property or whose proposed project would result in the public ownership or management of property, structures, minor/major flood control, waste/storm water flood mitigation or facilities/generators, must first sign the following agreement prior to submitting their application to FEMA.

The *City of Buckhannon (City)*, of *Upshur County (County)*, State of West Virginia, hereby agrees that if it receives any Federal aid as a result of the attached project application, it will accept responsibility, at its own expense if necessary, for the routine maintenance of any real property, structures, or facilities acquired or constructed as a result of such Federal aid. Routine maintenance shall include, but not be limited to, such responsibilities as keeping vacant land clear of debris, garbage, and vermin; keeping stream channels, culverts, and storm drains clear of obstructions and debris; and keeping detention ponds free of debris, trees, and woody growth.

The purpose of this agreement is to make clear the Subgrantee's maintenance responsibilities following project award and to show the Subgrantee's acceptance of these responsibilities. It does not replace, supersede, or add to any other maintenance responsibilities imposed by Federal law or regulation and which are in force on the date of project award.

Signed by *David W. McCauley (printed typed name of signing official)* the duly authorized *Mayor (title)* of *The City of Buckhannon (name of applicant)*, this *6th (day)* of *August (month)*, *2018 (year)*.

Signature: 

(Please note: The above signature must be by an individual with legal signing authority for the respective local government or county (e.g. the Mayor, the Chairperson, the Board of Freeholders, the County Executive, etc.)

E.13 HMGP Maintenance Agreement No 2

West Virginia Division of Homeland Security and Emergency Management Hazard Mitigation Grant Program Maintenance Agreement No. 2

MAINTENANCE AGREEMENT No. 2: All Mitigation Project activities will be performed to meet Local, State, and Federal codes and standards.

All applicants whose proposed project involves the retrofit or modification of existing public property or whose proposed project would result in the public ownership or management of property, structures, minor/major flood control, waste/storm water flood mitigation or facilities/generators, must first sign the following agreement prior to submitting their application to FEMA.

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Signed by *David W. McCauley (printed typed name of signing official)* the duly authorized *Mayor (title)* of *The City of Buckhannon (name of applicant)*, this *6th (day)* of *August (month)*, *2018 (year)*.

Signature: 

(Please note: The above signature must be by an individual with legal signing authority for the respective local government or county (e.g. the Mayor, the Chairperson, the Board of Freeholders, the County Executive, etc.)

Consent Agenda

- **Approval of Minutes -07/12/18 - . Motion Skinner/Thomas to approve minutes of the meeting held July 12, 2018. Motion carried.**

Strategic Issues for Discussion and Vote:

G.1 Approval Job Reclassification and Pay Increase for Justin Atwell-Kelly Arnold - Raises have been typically given to class two - request raise from \$12.50 to \$16.00

To: Buckhannon Water Board
From: Kelly W. Arnold
Date: July 16, 2018
Re: Job Re-Classification & Pay Increase – Justin Atwell

Justin Atwell is employed by the Buckhannon Water Board as “Water Plant Operator class I” at Pay Grade 4 in accordance with the City of Buckhannon Water Department pay grade.

Justin has done a good job in the time that he has been an Operator Class I for the City of Buckhannon. Justin has taken the test for a Class II operator license and was issued his certificate on 7/31/18. Justin has met all of the requirements to have a certification increase as a Class II Water Plant Operator.

I propose that Justin be moved from Water Plant Operator I (Pay Grade Class 3) to Water Plant Operator II (Pay Grade Class 4). Justin is currently at \$12.50/hr (\$26000.00/yr) and I recommend he be moved to \$16.00/hr (\$33280.00/yr), this current pay of Class II Water Plant Operator level. Justin is an hourly employee who works through the week and including any time we might be called out night, weekend or holiday. This proposal would be effective with the payroll beginning August 12, 2018 and would be \$16.00/hr (\$33280.00/yr).

Thank you,

Kelly W. Arnold

Water Department Superintendent

Motion Thomas/Waggoner to approve pay increase for Justin Atwell- Carried Unanimously.

G.2 WVDOT Waterline Betterment Agreement Brushy Fork- Hollen – Agreement for DOH to improve section of waterline near the Upshur Cinema. Hollen and O’Neill find no issues with the agreement, and improvements would cost roughly \$40,000 +/-.

Motion Waggoner/Thomas to approve WVDOT Waterline Betterment Agreement Brushy Fork – Carried Unanimously.

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION

Division of Highways

1909 Kanawha Boulevard East • Building Five • Room 110
Charleston, West Virginia 25305-0430 • (304) 538-3505

Thomas J. Smith, P. E.
Secretary of Transportation/
Commissioner of Highways

City of Buckhannon
Date
Page Two of Three

June 28, 2018

Honorable David W. McCauley
Mayor and Water Board Chair
City of Buckhannon
70 East Main Street
Buckhannon, West Virginia 26201

Dear Mayor McCauley:

State Project U349-7-0.19 00
Federal Project STP-0907(246)D
Brushy Fork Road Upgrade, Upshur County

Reference is made to a conversation with our Project Manager, wherein you indicated that the City of Buckhannon, hereinafter called “CITY”, does not have the personnel, forces, or equipment necessary to perform the design or construction of its Water line facilities which are in conflict with the subject project.

It is further understood that the City of Buckhannon has asked that certain upgrades or additional facilities, hereinafter called BETTERMENT’s be incorporated into the design and construction of its Water line facilities. It is agreed that Department shall include the requested BETTERMENTS and City of Buckhannon shall be liable and pay the additional cost incurred for the BETTERMENT of \$ 39,951.72. The requested betterment consists of the following:

As per original plans:	\$228,439.69
Cost after Upgrade	\$268,391.41
Cost Of Betterment	\$ 39,951.72

Upon proper billing by Department, City of Buckhannon shall reimburse the West Virginia Department of Transportation, Division of Highways, \$39,951.72.

Therefore, the West Virginia Department of Transportation, Division of Highways, hereinafter called Department, will have its Engineering Division perform the design of your facilities. We will also have the contractor for the Department perform all work necessary to relocate and/or adjust your Water line facilities within the scope of the subject project at project expense, as a cost of construction.

CITY will be given the opportunity to review and approve the proposed relocations prior to their being constructed.

CITY agrees to maintain that part of its facilities located within the highway rights of way in accordance with the Department’s policy, *Accommodation of Utilities on Highway Right of Way*. Further, as between CITY and Department, CITY agrees that it shall be responsible for any and all suits, claims, liabilities, losses, liens and demands, fines, costs, civil penalties, causes of action or any other obligations arising out of or in any manner connected with your failure to maintain your facilities, after such time as the Department or its Contractor completes the relocation of CITY facilities, including (without limitation) liability involving bodily injury, death, property damage or violation of any Federal, State or local law or regulation.

Further, as between CITY and Department, CITY agrees that it shall be responsible for any and all suits, claims, liabilities, losses, liens and demands, fines, costs, civil penalties, causes of action or any other obligation arising out of or in any manner connected with the work performed by CITY, its agents, employees, or contractors, under this Agreement, during or any time after such work is being or has been performed, including (without limitation) liability involving bodily injury, death, property damage or violation of any Federal, State or local law or regulation, except for any liability or damages due to the willful or intentional unlawful acts or negligence of the Department or its employees.

CITY agrees that, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Department, its officers, agents and employees from and against any and all claims, damages, liability, losses and expenses, including but not limited to attorney’s fees, brought because of any injuries or damages received or sustained by any person, persons, or property on account, arising out of or resulting from the CITY’S failure to maintain the water line facilities, whether caused either in whole or in part by the negligent acts or omissions of the CITY, its Contractor, or Subcontractor or anyone directly or indirectly employed by the CITY, its Contractor, or Subcontractor or anyone whose acts the District may be liable, except for any liability or damages due to the willful or intentional unlawful acts or the sole negligence of the Department or its employees.

When this offer is accepted and executed by CITY, and sent to and received by Department, it shall become a binding agreement between the said Department and the said CITY.

If the above procedure is satisfactory to CITY, please sign the letter in the space provided and keep one (1) for your files and return three (3) to the Department at the following address:

Mr. Anthony J. Carvillano, P.E., P.S.
Railroads and Utilities Engineer
West Virginia Division of Highways
1334 Smith Street
Charleston, West Virginia 25301

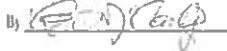
Very truly yours,


Stephen T. Rumbaugh, P. E.
Deputy State Highway Engineer -
Construction and Development

AJC: lwp


ACCEPTED BY:

City of Buckhannon

By: 

Title: Attorney General

Date: Aug 14, 2018


APPROVED AS TO FORM THIS
5TH DAY Aug, 2018
ATTORNEY GENERAL DIVISION
WEST VIRGINIA DEPARTMENT
OF TRANSPORTATION
DIVISION OF HIGHWAYS
NOTES

G.3 Request From Mt. Hope Water Association Board – Water Adjustment-Amy Jenkins checked with the Public Service Commission and stated the P.S.D. that purchases from us is not entitled to a leak adjustment, their rates are already low and therefore they do not qualify for a leak adjustment.

Motion Thomas/Waggoner to deny request for water adjustment from Mt. Hope Water Assoc. Board- Carried Unanimously.

Mt. Hope Water Association Board
1925 Tallmansville Road
Buckhannon, WV 26201

June 1, 2018

Buckhannon City Hall
ATTN: Water Board
70 East Main Street
Buckhannon, WV 26201

To the City of Buckhannon Water Board:

In recent years it's been difficult to manage and at times a struggle to keep our water system running efficiently. Our water system, as with other systems, is aging and prone to leaks. We have been finding and then repairing many leaks, but with high costs. As you know last winter hit everyone hard; continuing cold lasted three or four weeks. During that time our water loss was around fifty percent and we could not fix leaks fast enough. Recently we've hired a leak detection company to help our system and at \$3000 this service does not come cheap. Many of our customers were also hit with leaks and we have given out many adjustments to water bills due to the unfortunate winter.

With no help from the PSC and the continuing rate increase denials, there's not much in the form of help. The Buckhannon Water Board is no stranger to these kinds of problems. The Mt. Hope Water Association Board would like to know if the City of Buckhannon Water Board would consider granting our system a one-time water adjustment to help us get through this difficult time.

Respectfully,


Mt. Hope Water Board Members

G.4 Approval of Application for Payment No 2 for WSI Contract No 1-Pay application from Hull Contracting, Inc. for \$100,369.80.

G.6 Hodgesville PSD re: Water Accounts; Late Fees Past Due Accounts-Amby Jenkins – presented proposal to include surcharge to Hodgesville customers in order to pay past due balance. Read email from the PSC Attorney which says that Buckhannon should forgive entire penalty.

Emailing: ViewDocument.pdf
1 message

Wansley, Lisa <LWansley@psc.state.wv.us>
To: "amby.jenkins@buckhannonwv.org" <amby.jenkins@buckhannonwv.org>

Mon, Aug 13, 2018 at 2:17 PM

Attached is the stipulation agreement. We don't have a final order in this case yet. Staff provided \$53,525 annually for a period of two years without any penalty to pay back the arrearage. Staff thinks it is reasonable for Buckhannon to forgive the entire penalty. Lisa

**Public Service Commission
of West Virginia**

251 Brocks Street, P.O. Box 812
Charleston, West Virginia 25325



Phone (304) 346-0320
Fax (304) 346-0323

June 6, 2018

**PUBLIC SERVICE COMMISSION
WEST VIRGINIA
CHARLESTON**

**CASE NO. 18-0053-PWD-19A
HODGESVILLE PUBLIC SERVICE DISTRICT
Rule 19A application to increase water rates and charges**

JOINT STIPULATION AND SETTLEMENT AGREEMENT

Hodgesville Public Service District ("District") and Staff of the Public Service Commission of West Virginia ("Staff") enter into this *Joint Stipulation and Settlement Agreement* ("Stipulation", "Agreement") in order to resolve all issues in the above-captioned case. The Parties stipulate and agree as follows:

Procedural History

1. On January 24, 2018, Hodgesville Public Service District filed an application requesting an increase in its water rates and charges pursuant to Rule 19A of the Commission's *Rules for the Constitution and Filing of Tariffs*.
2. On May 4, 2018, Staff recommended Step 1 water rates that will generate additional annual revenue of \$153,048 or a 24.27% increase over rates prior to this case. Further, Staff recommended Step 2 water rates that will generate additional annual revenue of \$166,253 or a 16.86% increase over rates prior to this case.
3. On May 7, 2018, the District filed a request for a 36 monthly per customer surcharge of \$5.70 per customer to repay a past due amount of \$150,213.12 owed to the City of Buckhannon for purchased water.

increase of \$54,409 or 7.87% compared to interim rates. Stipulated Rates-Step 2 are the same as Staff Recommended Rates-Step 2 filed May 4, 2018. A cash flow analysis for Step 1 and Step 2 rates is shown on Attachment A. Under Stipulated Rates-Step 2, the monthly bill for the average usage of 3,500 gallons for residential customers will increase \$5.89 or 16.88% over rates existing prior to this case; the monthly bill for the average usage of 14,600 gallons for commercial customers will increase \$21.97 or 16.87% over rates existing prior to this case.

7. The parties jointly agree that Stipulated Rate-Step 1 will be effective for all service rendered on and after the date the order becomes final for a period of 24 months or when the District's arrearage to the City of Buckhannon is zero, whichever occurs first. Stipulated Rates-Step 2 will be effective for all service rendered on and after the date the order becomes final and after a period of 24 months or when the District's arrearage to the City of Buckhannon is zero, whichever occurs first.

8. The parties jointly agree that the District be required to set aside a minimum of 6.42% from all revenue collections, including delayed payment penalties but excluding returned check charges, reconversion charges and tap fees, and pay that amount, in addition to its monthly current amounts owed for sewer service, to the City of Buckhannon. The 6.42% should be deposited into an appropriate escrow account and paid to the City of Buckhannon each month while Step 1 rates are in effect. The District shall continue to file as closed case filings monthly statements with the Executive Secretary of the Commission until the arrearage is paid. Staff notes that 6.42% is considered a surcharge that is designated to the payment of the arrearage to the City of

Ingrid Ferrell, Executive Secretary
Public Service Commission
PO Box 812
Charleston, WV 25325


Re: Case No. 18-0053-PWD-19A
Hodgesville Public Service District

Dear Ms. Ferrell:

Enclosed for filing are the original and twelve (12) copies of the Joint Stipulation and Settlement Agreement in the above-referenced proceeding.

A copy has been served upon all parties of record.

Sincerely,


Lisa L. Wansley
Staff Attorney
West Virginia State Bar ID. No. 5551

LLW by
Enclosures

4. On May 25, 2018, Staff contacted the District regarding settlement of this matter. The parties have agreed to amendments of Staff's May 4, 2018 final recommendation to include revenue to cover a major portion of the recently requested \$160,213.12 for amounts due to the city of Buckhannon. The stipulation provides \$107,050 for the past due amount, without penalties, for an arrearage in purchased water from the City of Buckhannon.

Settlement Terms

5. The Parties jointly agree to the following Step 1 rates. Stipulated Rates - Step 1 generate additional revenue of \$204,683 annually or 22.47% over revenue generated under the District's rates existing prior to this case. Stipulated Rates - Step 1 Rates generate an additional \$96,843 annually or 13.12% more than Stipulated Step 2 Rates. This additional amount provides funds totaling \$43,318 or 5.87% related to Senate Bill 234 and provides funds of \$53,525 annually or 7.25% to reduce an arrearage owed to the City of Buckhannon. Under Stipulated Rates-Step 1, the monthly bill for the average usage of 3,500 gallons for residential customers will increase \$11.06 or 31.69% over rates existing prior to this case; the monthly bill for the average usage of 14,600 gallons for commercial customers will increase \$42.09 or 32.25% over rates existing prior to this case.

6. The parties jointly agree to the following Step 2 rates. Stipulated Rates Step 2 generates an increase in revenue of \$107,842 annually over revenues generated by the District's rates prior to this case, or 17.11%, which is a decrease of \$96,443 annually or 11.60% from Stipulated Rate-Step 1. Stipulated Rates-Step 2 will generate a revenue

