

**STATE OF WEST VIRGINIA, COUNTY OF UPSHUR, CITY OF BUCKHANNON, TO WTT:**

A regular meeting of the Buckhannon Waste Collection Board was held on Thursday, February 4, 2021, at 4:00 p.m. in the Council Chambers of City Hall. The following individuals were in attendance:

Robbie Skinner	Mayor	Present
Randy Sanders	City Recorder	Present
Mary Albaugh	Board Member	Present
Scott Randall	Board Member	Present
Jeff Wamsley	Waste Department Supervisor	Present
Jay Hollen	City Engineer	Present – by GTM
Jerry Arnold	Director of Public Works	Present
Amberle Jenkins	Assistant Recorder/Director of Finance	Present
Tom O'Neill	City Attorney	Present – by GTM
Callie Cronin-Sams	Grants & Information Coordinator	Present – by GTM

Note: GTM - GoToMeeting

Guests: None

Meeting Agenda Posted 02/01/2021

**To Participate in a Utility Board meeting during the COVID-19 Stay at Home Order,  
Please contact us at 304-472-1651 for the GoToMeeting link/access**

***City of Buckhannon Waste Collection Board Meeting- 4:00 pm in the Council  
Chambers of City Hall – Meeting Agenda for Thursday, February 4, 2021***

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- 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
- C. Financial Report-Amby Jenkins
  - C.1 January 2021
- D. Department Report
  - D.1 Recycling Center Report
  - D.2 Transfer Station Report
- E. Correspondence and Information
  - E.1 Waste Management-Waste & Disposal Services Agreement & Landfill Pricing
  - E.2 DMR 4th Quarter 2020
  - E.3 Letter from Resident RE: Use of Polycarts by all customers
  - E.4 Letter from WVDEP RE: Release of Equipment -2016 Recycling Assistance Grant
- F. Consent Agenda
  - F.1 Approval of Minutes: 01/07/2021
- G. Strategic Issues for Discussion and/or Vote
  - G.1 Set Final Date for Distribution of the Polycarts (Toters)
- H. Board Members Comments and Announcements
- I. Executive Session Per WV Code § 6-9A-4- Personnel Matters
- J. Adjournment

Posted: 02/01/2021      Next Meeting will be held on March 4, 2021

**A. Call to Order** - The Mayor called the meeting to order.

**A.1 Moment of Silence** – Mayor Skinner asked us to join him in a moment of silence keeping Council Member Jack Reger, who is suffering from COVID-19, in our thoughts and prayers.

**A.2 Pledge to the Flag of the United States of America** - The Pledge was led by Board Member Mary Albaugh.

**B. Recognized Guests:**

B.1 None

C. Financial Report

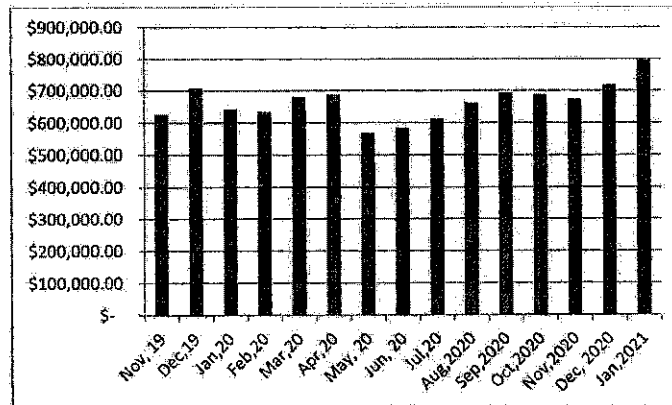
C.1 January 2021 – Amby Jenkins provided the following financial report:

WASTE BOARD  
CITY OF BUCKHANNON  
BALANCE SHEET

Balance January 31, 2021

Money Market & Checking	\$ 757,564.77
CD opened 3-11-20 1.19%	\$ 30,491.18
CDAR (CD Balances)	\$ 27,542.47

Landfill Bond \$64,000.00 (not included in above CD total)



Money Market & Checking Trend

Waste Budget Revision					
02/04/2021					
revenues		Budget	Increase	Final Budget	
404-399-000-00	Miscellaneous	15000	21200	36200	received CARES for OT
expenditure					
404-533-459-00	New Equipment Trans Sta	67992	21200	89192	purchase of 2006 International tractor trailer & one payment on current equipment

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CITY OF BUCKHANNON  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: JANUARY 31ST, 2021

404-WASTE COLLECTION

% OF YEAR COMPLETED: 58.33

REVENUES:	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<b>TAXES</b>						
404-303-002-00 RECYCLE-ALUMINUM	1,000	1,079.00	2,268.65	0.00	1,268.65	226.87
404-303-003-00 RECYCLE-OCC-CARDBOARD	1,000	1,308.00	6,131.30	0.00	5,131.30	613.13
404-303-004-00 RECYCLE-MGOF/SOW-OFFICE P	0	0.00	0.00	0.00	0.00	0.00
404-303-005-00 RECYCLE-HDPE-MILK JUGS	0	0.00	881.25	0.00	881.25	0.00
404-303-006-00 RECYCLE-ONP-NEWSPAPER	0	2,730.00	2,730.00	0.00	2,730.00	0.00
404-316-000-00 DUMPSTERS	0	0.00	3,350.00	0.00	3,350.00	0.00
404-317-000-00 DUMPSTER RENTAL	82,000	7,487.01	53,744.93	0.00	28,255.07	65.54
<b>TOTAL TAXES</b>	<b>84,000</b>	<b>12,604.01</b>	<b>69,106.13</b>	<b>0.00</b>	<b>14,893.87</b>	<b>82.27</b>
<b>OTHER FEES</b>						
404-341-000-00 FUEL SURCHARGE	100,000	7,510.46	40,484.37	0.00	59,515.63	40.48
<b>TOTAL OTHER FEES</b>	<b>100,000</b>	<b>7,510.46</b>	<b>40,484.37</b>	<b>0.00</b>	<b>59,515.63</b>	<b>40.48</b>
<b>UTILITY BILLINGS</b>						
404-350-000-00 WASTE COLLECTION BILLINGS	2,335,000	217,814.31	1,522,545.59	0.00	812,454.41	65.21
<b>TOTAL UTILITY BILLINGS</b>	<b>2,335,000</b>	<b>217,814.31</b>	<b>1,522,545.59</b>	<b>0.00</b>	<b>812,454.41</b>	<b>65.21</b>
<b>HEALTH AND SAFETY</b>						
404-355-000-00 TRANSFER ST/LANDFILL RECE	268,000	28,179.88	233,716.87	0.00	34,283.13	87.21
<b>TOTAL HEALTH AND SAFETY</b>	<b>268,000</b>	<b>28,179.88</b>	<b>233,716.87</b>	<b>0.00</b>	<b>34,283.13</b>	<b>87.21</b>
<b>GRANTS</b>						
404-366-000-00 STATE GRANTS	0	0.00	0.00	0.00	0.00	0.00
404-368-000-00 CONTRIBUTION FROM UCSWA	0	0.00	0.00	0.00	0.00	0.00
<b>TOTAL GRANTS</b>	<b>0</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>INTRA FUND CONTR/CHARGES</b>						
404-370-000-01 LATE CHARGES	0	0.00	0.00	0.00	0.00	0.00
404-370-000-02 CUSTOMER BILL FEES (BANK-S	200	75.00	175.00	0.00	25.00	87.50
<b>TOTAL INTRA FUND CONTR/CHARGES</b>	<b>200</b>	<b>75.00</b>	<b>175.00</b>	<b>0.00</b>	<b>25.00</b>	<b>87.50</b>
<b>OTHER REVENUE</b>						
404-390-000-00 INTEREST	200	0.00	294.09	0.00	94.09	147.05
404-381-000-00 MAINT BILLING OTHER DEPTS	1,000	0.00	618.63	0.00	381.37	61.86
404-399-000-00 WASTE COLL. MISCELLANEOUS	15,000	1,779.82	70,641.67	0.00	55,641.67	470.94
404-399-000-02 GAIN ON DISPOSAL OF ASSET	0	0.00	0.00	0.00	0.00	0.00
<b>TOTAL OTHER REVENUE</b>	<b>16,200</b>	<b>1,779.82</b>	<b>71,554.39</b>	<b>0.00</b>	<b>55,354.39</b>	<b>441.69</b>
<b>TOTAL REVENUE</b>	<b>2,803,400</b>	<b>267,963.48</b>	<b>1,937,582.35</b>	<b>0.00</b>	<b>865,817.65</b>	<b>69.12</b>

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CITY OF BUCKHANNON  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: JANUARY 31ST, 2021

404-WASTE COLLECTION

% OF YEAR COMPLETED: 58.33

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<b>WASTE DEPARTMENT</b>						
<b>SALARIES &amp; BENEFITS</b>						
404-530-103-00 WASTE EMPLOYEES SALARIES	635,000	46,643.13	353,250.86	0.00	281,749.14	55.63
404-530-103-01 WASTE COMPENSATED ABSENCE	0	0.00	0.00	0.00	0.00	0.00
404-530-104-00 WASTE COLL. F.I.C.A.	49,000	3,543.23	26,861.30	0.00	22,138.70	54.82
404-530-105-00 WASTE EMPLOYEE INSURANCE	187,071	0.00	91,807.90	0.00	95,263.10	49.08
404-530-106-00 WASTE EMPLOYEE RETIREMENT	63,500	4,664.34	34,775.43	0.00	28,724.57	54.76
TOTAL SALARIES & BENEFITS	934,571	54,850.80	506,695.49	0.00	427,875.51	54.22
<b>CONTRACTUAL SERVICES</b>						
404-530-213-00 WASTE COLL. UTILITIES	19,000	1,603.85	7,982.83	0.00	11,017.17	42.01
404-530-226-00 COMP. UNEMPL & INSURANCE	58,000	3,512.08	34,712.49	0.00	23,287.51	59.85
TOTAL CONTRACTUAL SERVICES	77,000	5,115.93	42,695.32	0.00	34,304.68	55.45
<b>COMMODITIES</b>						
404-530-341-00 SHOP MAINTENANCE	50,000	1,890.37	15,533.94	1,222.28	33,243.78	33.51
404-530-341-05 SAFETY EQUIPMENT	0	0.00	0.00	0.00	0.00	0.00
404-530-343-00 TRUCK MAINTENANCE	60,000	2,662.55	50,167.33	0.00	9,832.67	83.61
404-530-343-01 GAS & OIL EXPENSE 1, 2, 3, 4	92,000	5,337.08	35,410.61	0.00	56,589.39	38.49
404-530-344-00 MAINTENANCE OTHER DEPTS.	2,000	241.30	1,002.23	0.00	997.77	50.11
404-530-345-00 WASTE COLL. UNIFORMS	12,000	1,012.68	6,666.31	0.00	5,333.69	55.55
TOTAL COMMODITIES	216,000	11,143.98	108,780.42	1,222.28	105,997.30	50.93
<b>CAPITAL OUTLAY</b>						
404-530-459-00 WASTE COLL. NEW EQUIPMENT	92,000	3,612.33	76,343.31	0.00	15,656.69	82.98
404-530-459-01 TOWER SYSTEM	64,000	5,744.06	37,903.54	0.00	26,096.46	59.22
TOTAL CAPITAL OUTLAY	156,000	9,356.39	114,246.85	0.00	41,753.15	73.24
<b>CONTRIBUTIONS</b>						
404-530-531-00 DUMPSTERS (NEW)	20,000	0.00	12,386.00	0.00	7,614.00	61.93
TOTAL CONTRIBUTIONS	20,000	0.00	12,386.00	0.00	7,614.00	61.93
<b>NON-OPERATING EXPENSES</b>						
404-530-999-00 COLLECTION MISCELLANEOUS	16,000	1,401.79	8,912.96	0.00	7,087.04	55.71
TOTAL NON-OPERATING EXPENSES	16,000	1,401.79	8,912.96	0.00	7,087.04	55.71
<b>TOTAL WASTE DEPARTMENT</b>	<b>1,419,571</b>	<b>81,868.89</b>	<b>793,717.04</b>	<b>1,222.28</b>	<b>624,631.88</b>	<b>56.00</b>

RECYCLING DEPARTMENT

<b>SALARIES &amp; BENEFITS</b>						
404-531-103-00 RECYCLING SALARIES	97,000	8,079.25	55,257.45	0.00	41,742.55	56.97
404-531-103-01 ADJUST COMPENSATED ABSENC	0	0.00	0.00	0.00	0.00	0.00
404-531-104-00 FICA TAX	7,450	615.22	4,208.80	0.00	3,241.20	56.49

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CITY OF BUCKHANNON  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: JANUARY 31ST, 2021

404-WASTE COLLECTION

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DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
404-531-105-00 GROUP INSURANCE	20,786	0.00	13,472.42	0.00	7,313.58	64.81
404-531-106-00 GROUP RETIREMENT	9,700	807.93	5,525.78	0.00	4,174.22	56.97
TOTAL SALARIES & BENEFITS	134,936	9,502.40	78,464.45	0.00	56,471.55	58.15
<b>CONTRACTUAL SERVICES</b>						
404-531-213-00 UTILITIES	4,900	797.83	2,761.97	0.00	2,138.13	56.36
404-531-226-00 INSURANCE & BONDS	7,200	206.59	1,961.65	0.00	5,238.35	27.25
TOTAL CONTRACTUAL SERVICES	12,100	1,004.42	4,723.62	0.00	7,376.48	39.04
<b>COMMODITIES</b>						
404-531-343-00 TRUCK MAINTENANCE	10,000	100.93	2,649.90	0.00	7,350.10	26.50
404-531-343-01 FUEL - RECYCLING CENTER	8,000	474.97	3,008.58	0.00	4,991.42	37.61
404-531-343-02 EQUIPMENT MAINTENANCE	9,500	0.00	2,585.88	168.64	6,745.48	28.99
404-531-999-00 MISCELLANEOUS	5,000	1,210.73	5,465.87	0.00	465.87	109.32
TOTAL COMMODITIES	32,500	1,786.63	13,710.23	168.64	18,621.13	42.70
<b>CAPITAL OUTLAY</b>						
404-531-459-00 CAPITAL OUTLAY - NEW EQUI	0	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL OUTLAY	0	0.00	0.00	0.00	0.00	0.00
<b>TOTAL RECYCLING DEPARTMENT</b>	<b>179,536</b>	<b>12,293.45</b>	<b>96,898.20</b>	<b>168.64</b>	<b>82,469.16</b>	<b>54.07</b>

LANDFILL

<b>CONTRACTUAL SERVICES</b>						
404-532-216-00 TESTING/MONITOR WELLS	0	0.00	228.47	0.00	228.47	0.00
404-532-216-01 TREATMENT OF LEACHATE	39,000	3,181.31	15,966.79	0.00	23,033.21	40.94
TOTAL CONTRACTUAL SERVICES	39,000	3,181.31	16,195.26	0.00	22,804.74	41.53
<b>CAPITAL OUTLAY</b>						
404-532-461-00 BONDING (LANDFILL)	0	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL OUTLAY	0	0.00	0.00	0.00	0.00	0.00
<b>CONTRIBUTIONS</b>						
404-532-599-00 WASTE DEPRECIATION	0	0.00	0.00	0.00	0.00	0.00
TOTAL CONTRIBUTIONS	0	0.00	0.00	0.00	0.00	0.00
<b>TOTAL LANDFILL</b>	<b>39,000</b>	<b>3,181.31</b>	<b>16,195.26</b>	<b>0.00</b>	<b>22,804.74</b>	<b>41.53</b>

TRANSFER STATION

<b>SALARIES &amp; BENEFITS</b>						
404-533-103-00 SALARIES TRANSFER STATION	99,000	6,806.03	50,650.41	0.00	48,349.59	51.16
404-533-103-01 ADJUST COMPENSATED ABSENC	0	0.00	0.00	0.00	0.00	0.00
404-533-104-00 FICA TAX	7,600	522.38	3,887.64	0.00	3,712.36	51.15
404-533-105-00 GROUP INSURANCE	20,786	0.00	9,140.52	0.00	11,645.48	43.97

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CITY OF BUCKHANNON  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: JANUARY 31ST, 2021

404-WASTE COLLECTION

% OF YEAR COMPLETED: 58.33

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
404-533-106-00 GROUP RETIREMENT	9,900	680.58	5,062.96	0.00	4,835.10	51.16
TOTAL SALARIES & BENEFITS	137,286	8,008.99	58,743.47	0.00	68,542.53	50.07
CONTRACTUAL SERVICES						
404-533-213-00 UTILITIES	7,700	1,434.25	3,829.87	0.00	4,070.13	47.14
404-533-216-00 DRAINAGE EXPENSE TRANSFER	1,600	106.00	900.00	0.00	700.00	56.25
404-533-226-00 INSURANCE & BONDS	22,000	413.19	9,736.56	0.00	12,263.44	44.26
TOTAL CONTRACTUAL SERVICES	31,300	1,953.44	14,266.43	0.00	17,033.57	45.58
COMMODITIES						
404-533-343-00 EQUIPMENT MAINTENANCE	17,000	3,169.00	8,679.04	796.85	7,524.11	55.78
404-533-343-01 FUEL/OIL TRANSFER STA. 7	47,000	3,496.27	21,580.87	0.00	25,419.13	45.92
404-533-343-02 MAINTENANCE TRUCK/TRAILER	40,000	988.82	9,115.96	586.51	30,297.53	24.26
404-533-345-00 UNIFORMS	4,000	257.66	1,850.21	0.00	2,349.79	41.26
TOTAL COMMODITIES	108,000	7,911.75	41,626.08	1,383.36	65,550.56	39.27
CAPITAL OUTLAY						
404-533-459-00 NEW EQUIPMENT	67,992	5,665.09	40,891.76	0.00	27,100.24	60.14
404-533-460-00 TIPPING FEES	830,000	63,277.65	473,483.42	0.00	356,516.58	57.05
404-533-461-00 BONDING TRANSFER STATION	0	0.00	0.00	0.00	0.00	0.00
404-533-464-00 SPATE GRANT	0	0.00	0.00	0.00	0.00	0.00
404-533-470-00 TIRE DISPOSAL	0	0.00	0.00	0.00	0.00	0.00
404-533-478-00 ROAD MAINTENANCE	6,000	0.00	0.00	0.00	6,000.00	0.00
404-533-479-00 RECLASSIFY PAYMENTS	0	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL OUTLAY	903,992	68,942.73	514,375.18	0.00	389,616.82	56.30
NON-OPERATING EXPENSES						
404-533-999-00 MISCELLANEOUS TRANSFER ST	5,000	25.25	653.86	0.00	4,346.14	13.08
TOTAL NON-OPERATING EXPENSES	5,000	25.25	653.86	0.00	4,346.14	13.08
TOTAL TRANSFER STATION	1,185,578	86,842.16	639,065.02	1,383.36	545,129.62	54.02
WASTE OFFICE/BOARD						
SALARIES & BENEFITS						
404-534-101-00 WASTE BOARD OFFICERS SALA	12,000	1,000.00	6,600.00	0.00	5,400.00	55.00
404-534-103-00 CLERK, ATTORNEY, ENGINEER	197,200	12,630.28	97,954.17	0.00	99,245.83	49.67
404-534-103-01 ADJUST COMPENSATED ABSENC	0	0.00	0.00	0.00	0.00	0.00
404-534-104-00 FICA TAX	16,004	1,040.67	7,987.46	0.00	8,016.54	49.93
404-534-105-00 GROUP INSURANCE	15,590	0.00	9,892.50	0.00	5,697.50	63.45
404-534-106-00 GROUP RETIREMENT	19,960	1,283.03	9,935.54	0.00	10,024.46	49.78
404-534-107-00 INT EXE EXCAVATOR LOAN	0	0.00	0.00	0.00	0.00	0.00
TOTAL SALARIES & BENEFITS	260,754	15,953.98	132,369.67	0.00	128,384.33	50.76
CONTRACTUAL SERVICES						
404-534-216-00 POSTAGE	9,200	521.53	6,493.98	0.00	2,706.02	70.55
404-534-219-00 RENT	10,000	0.00	0.00	0.00	10,000.00	0.00
404-534-223-00 PROFESSIONAL SERVICES ILE	10,000	4,785.00	5,447.25	0.00	4,552.75	54.47

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REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: JANUARY 31ST, 2021

404-WASTE COLLECTION

% OF YEAR COMPLETED: 58.33

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
404-534-226-00 INSURANCE & BONDS	15,000	18.17	6,790.42	0.00	8,209.58	45.27
TOTAL CONTRACTUAL SERVICES	44,200	5,324.70	18,751.65	0.00	25,448.35	42.38
COMMODITIES						
404-534-353-00 PSC ASSESSMENTS	9,800	0.00	6,981.74	0.00	2,818.26	71.24
404-534-399-00 MISCELLANEOUS	0	0.00	0.00	0.00	0.00	0.00
TOTAL COMMODITIES	9,800	0.00	6,981.74	0.00	2,818.26	71.24
CAPITAL OUTLAY						
404-534-459-00 NEW COMPUTER CAPITAL OUTL	7,500	385.83	2,700.81	0.00	4,799.19	36.01
TOTAL CAPITAL OUTLAY	7,500	385.83	2,700.81	0.00	4,799.19	36.01
NON-OPERATING EXPENSES						
404-534-999-00 GEN & ADM MISC BILLING EX	51,000	5,132.30	30,335.84	0.00	20,664.16	59.48
TOTAL NON-OPERATING EXPENSES	51,000	5,132.30	30,335.84	0.00	20,664.16	59.48
TOTAL WASTE OFFICE/BOARD	173,254	26,796.81	191,119.71	0.00	182,134.29	51.20
BAD DEBT						
NON-OPERATING EXPENSES						
404-550-676-00 BAD DEBT EXPENSE (return c	0	0.00	0.00	0.00	0.00	0.00
TOTAL NON-OPERATING EXPENSES	0	0.00	0.00	0.00	0.00	0.00
TOTAL BAD DEBT	0	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	3,196,939	210,982.62	1,756,995.23	2,774.28	1,457,169.49	54.42
REVENUE OVER/(UNDERS) EXPENDITURES	( 393,539)	56,980.86	200,587.12	( 2,774.28)	591,351.84	50.27-

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AP 01-01-2021 TO 01-31-2021

FUND: WASTE COLLECTION

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
		530-341-00	SHOP MAINTENANCE	100a recpt.and supplies	18.23
		530-341-00	SHOP MAINTENANCE	100a recpt.and supplies	148.22
	HARBOR FREIGHT TOOLS	530-341-00	SHOP MAINTENANCE	PCRD-FLARE BUTS	12.99
		530-341-00	SHOP MAINTENANCE	PCRD-WORKLIGHT	5.34
	LOWES BUSINESS ACCOUNTS	530-341-00	SHOP MAINTENANCE	ADAPT, SCH40, PVC DWV, HA	92.39
		530-341-00	SHOP MAINTENANCE	MOSS,CHISEL,RE TRAC TAPE	147.09
		530-341-00	SHOP MAINTENANCE	FAUCET,BARESTOOL, KEY	279.44
	DODSON BROS EXTERMINATING CO	530-341-00	SHOP MAINTENANCE	WASTE DEC PEST INSPECTION	70.00
	FIRST COMMUNITY BANK	530-459-01	TOTER SYSTEM	WASTE JAN 2021 TOTER PYMT	5,744.06
	WV PUBLIC EMPLOYEES RETIREME	530-106-00	WASTE EMPLOYEE RETIR	WV RETIREMENT CONTRIBUTION	1,813.74
		530-106-00	WASTE EMPLOYEE RETIR	WV RETIREMENT CONTRIBUTION	1,974.65
		530-106-00	WASTE EMPLOYEE RETIR	WV RETIRE TIER2 CONTRIBUTI	436.90
		530-106-00	WASTE EMPLOYEE RETIR	WV RETIRE TIER2 CONTRIBUTI	439.05
	COMMUNITY CARE OF WV	530-999-00	COLLECTION MISCELLAN	COVID-19 TESTING	50.00
		530-999-00	COLLECTION MISCELLAN	COVID-19 TESTING	50.00
	TOTAL EQUIPMENT SOLUTIONS	530-343-00	TRUCK MAINTENANCE	BACK UP ALARM SHIPP	209.26
	ENTERPRISE FM TRUST	530-459-00	WASTE COLL. NEW EQUI	22WCPJ 2019 RAM 1500 PYMT	635.79
		530-459-00	WASTE COLL. NEW EQUI	22RKXV 2019 FORD F-150 PYM	371.39
		530-459-00	WASTE COLL. NEW EQUI	22RKWX 2018 FORD EXPLORER	293.48
	JOHN BOGGESS dba VJG ASSOCIA	530-999-00	COLLECTION MISCELLAN	GLOVES	791.00
		530-341-00	SHOP MAINTENANCE	FIRST AID KIT RESTOCK	50.17
	US CELLULAR	530-213-00	WASTE COLL. UTILITIE	642-1651 613-0113 0002	50.66
		530-213-00	WASTE COLL. UTILITIE	677-4586 3862 3867	174.76
	SPRINT	530-213-00	WASTE COLL. UTILITIE	ALL DEPT JAN 2021 GEOTAB P	139.78
	CRITES ELECTRICAL SUPPLY INC	530-343-00	TRUCK MAINTENANCE	supplies for trk recpt	195.73
		530-343-00	TRUCK MAINTENANCE	supplies for trk recpt	4.37
	COMMUNITY BANK	530-459-00	WASTE COLL. NEW EQUI	WRS JAN 2021 FREIGHTLINR PY	2,311.67
	TOOLS ETC	530-341-00	SHOP MAINTENANCE	SCREW DRIVER SET	99.00
	ST JOSEPH HOSPITAL OF BUCKHA	530-999-00	COLLECTION MISCELLAN	COVID-19 TESTING	210.00
	WALMART STORES INC -BUCKHANN	530-341-00	SHOP MAINTENANCE	TOWL, DIS, TIDE,BLEACH	83.81
	INTERNAL REVENUE SERVICE	530-104-00	WASTE COLL. F.I.C.A.	FICA WITHHELD AND MATCHED	1,385.30
		530-104-00	WASTE COLL. F.I.C.A.	FICA WITHHELD AND MATCHED	1,486.41
		530-104-00	WASTE COLL. F.I.C.A.	MEDICARE WITHHELD & MATCHE	324.01
		530-104-00	WASTE COLL. F.I.C.A.	MEDICARE WITHHELD & MATCHE	347.61
	WESTERN BRANCH DIESEL INC	530-343-00	TRUCK MAINTENANCE	R2 TRANSMISSION, OIL LEAK	468.59
	PAYFLEX	530-105-00	WASTE EMPLOYEE INSUR	WAS JAN 2021 HSA FEES	48.75
	FLEET HOSTER LLC	530-343-00	TRUCK MAINTENANCE	PCRD-DEC SERVICE CAMERAS	30.00
	AT&T MOBILITY	530-213-00	WASTE COLL. UTILITIE	304-677-3862 JERRY ARNOLD	104.36
	FRONTIER	530-213-00	WASTE COLL. UTILITIE	472-1651-101515-4 CITY.HAL	64.80
		530-213-00	WASTE COLL. UTILITIE	472-4443-101915-4 WASTE	61.35
		530-213-00	WASTE COLL. UTILITIE	304-003-2273-060600-4	24.17
	**PAYROLL EXPENSES			1/01/2021 - 1/31/2021	46,643.13
				TOTAL:	91,340.64
RECYCLING DEPARTMENT	MON POWER	531-213-00	UTILITIES	110088931701 RECYCLING CEN	613.34
	LYKINS OIL COMPANY	531-343-01	FUEL - RECYCLING CEN	WASTE DEC 2020 FUEL BILL	440.29
	SOUTHERN STATES COOP INC	531-343-01	FUEL - RECYCLING CEN	PROPANE14.8	34.68
	ENCOVA INSURANCE	531-226-00	INSURANCE & BONDS	WCB1005474 12-2-20 TO 1-3-	206.59
	WV PUBLIC EMPLOYEES INSURANC	531-105-00	GROUP INSURANCE	WAS JAN 2021 HEALTH INS	973.20
		531-105-00	GROUP INSURANCE	WAS JAN 2021 RETIREE'S INS	320.00
	NAPA-AMTOWER AUTO SUPPLY	531-343-00	TRUCK MAINTENANCE	FILTERS AIR,OIL, OIL 530	100.93
	WV PUBLIC EMPLOYEES RETIREME	531-106-00	GROUP RETIREMENT	WV RETIREMENT CONTRIBUTION	397.89
		531-106-00	GROUP RETIREMENT	WV RETIREMENT CONTRIBUTION	410.04
	JOHN BOGGESS dba VJG ASSOCIA	531-399-00	MISCELLANEOUS	WRAP, GLOVES	1,210.73

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AP 01-01-2021 TO 01-31-2021

FUND: WASTE COLLECTION

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
	SPRINT	531-213-00	UTILITIES	ALL DEPT JAN 2021 GEOTAB P	139.79
	INTERNAL REVENUE SERVICE	531-104-00	FICA TAX	FICA WITHHELD AND MATCHED	245.54
		531-104-00	FICA TAX	FICA WITHHELD AND MATCHED	253.08
		531-104-00	FICA TAX	MEDICARE WITHHELD & MATCHE	57.42
		531-104-00	FICA TAX	MEDICARE WITHHELD & MATCHE	59.18
	PEOPLES NATURAL GAS	531-213-00	UTILITIES	200008184083 RECYCLE CENTE	44.70
	PAYFLEX	531-105-00	GROUP INSURANCE	WAS JAN 2021 HSA FEES	9.75
	**PAYROLL EXPENSES			1/01/2021 - 1/31/2021	8,079.25
				TOTAL:	13,596.40
LANDFILL	BUCKHANNON UTIL BOARDS	532-216-01	TREATMENT OF LEACHAT	MUDLICK LEACHATE JAN 2020	2,821.36
	RELANCE LABORATORIES INC	532-216-01	TREATMENT OF LEACHAT	WASTE LEACHATE TEST	106.00
	HARRISON RURAL ELECTRIC	532-216-01	TREATMENT OF LEACHAT	MUDLICK ELECTRIC 12021	253.95
				TOTAL:	3,181.31
TRANSFER STATION	MON POWER	533-213-00	UTILITIES	110088931610 MUD LICK RD	308.44
		533-213-00	UTILITIES	110088931610 MUD LICK RD	703.64
	LYKINS OIL COMPANY	533-343-01	FUEL/OIL TRANSFER ST	DEF 55 GALLON DEF	235.40
		533-343-01	FUEL/OIL TRANSFER ST	WASTE DEC 2020 FUEL BILL	3,260.87
	UNIFIRST CORP.	533-345-00	UNIFORMS	ALL DEPT DEC 2020 UNIFORMS	257.66
	DONALD LAMBERT	533-999-00	MISCELLANEOUS TRANSP	REIMBURSEMENT CDL RENEWAL	25.25
	ENCOVA INSURANCE	533-226-00	INSURANCE & BONDS	WCB1005474 12-2-20 TO 1-3-	413.19
	WV PUBLIC EMPLOYEES INSURANC	533-105-00	GROUP INSURANCE	WAS JAN 2021 HEALTH INS	644.80
		533-105-00	GROUP INSURANCE	WAS JAN 2021 RETIREE'S INS	320.00
	RELANCE LABORATORIES INC	533-216-00	DRAINAGE EXPENSE TRA	WASTE TR STA TEST	106.00
	WORLDWIDE-JANE LEW	533-459-00	NEW EQUIPMENT	2006 INTERNATIONAL TRUCK	20,000.00
	BRECHBUHLER SCALES INC	533-343-00	EQUIPMENT MAINTENANC	EMERGENCY SCALE REPAIR	2,059.35
	PRECISION MACHINE & HYDRAULI	533-343-00	EQUIPMENT MAINTENANC	BUCKETCYL REPAIRS	499.40
		533-343-00	EQUIPMENT MAINTENANC	BUCKETCYL REPAIRS	499.40
	WV PUBLIC EMPLOYEES RETIREME	533-106-00	GROUP RETIREMENT	WV RETIREMENT CONTRIBUTION	334.65
		533-106-00	GROUP RETIREMENT	WV RETIREMENT CONTRIBUTION	345.93
	WASTE MANAGEMENT INC	533-460-00	TIPPING FEES	PCRD-TIP FEES NOV	49,112.48
	CITIZENS BANK OF WV	533-459-00	NEW EQUIPMENT	WASTE JAN 2021 GARBAGE TRK	2,239.50
		533-459-00	NEW EQUIPMENT	WAS JAN 2021 CLOSED TOP TR	1,120.97
	SPRINT	533-213-00	UTILITIES	ALL DEPT JAN 2021 GEOTAB P	139.79
	RELIABLE TIRE COMPANY	533-343-02	MAINTENANCE TRUCK/TR	TIRES TOYO 2	918.82
		533-343-02	MAINTENANCE TRUCK/TR	SECTION REPAIR	70.00
	COMMUNITY BANK	533-459-00	NEW EQUIPMENT	WASTE JAN 2021 ROAD TRACTO	2,304.61
	INTERNAL REVENUE SERVICE	533-104-00	FICA TAX	FICA WITHHELD AND MATCHED	208.18
		533-104-00	FICA TAX	FICA WITHHELD AND MATCHED	215.18
		533-104-00	FICA TAX	MEDICARE WITHHELD & MATCHE	48.69
		533-104-00	FICA TAX	MEDICARE WITHHELD & MATCHE	50.33
	PEOPLES NATURAL GAS	533-213-00	UTILITIES	200008184349 WASTE COLL	221.03
	AMAZON.COM	533-343-00	EQUIPMENT MAINTENANC	PCRD-PRINTER TONER	110.89
	TIRE AND RUBBER INC	533-460-00	TIPPING FEES	TIRE CD DISPOSAL DEC20	14,165.17
	PAYFLEX	533-105-00	GROUP INSURANCE	WAS JAN 2021 HSA FEES	6.50
	FRONTIER	533-213-00	UTILITIES	472-4443-101915-4 WASTE	61.35
	**PAYROLL EXPENSES			1/01/2021 - 1/31/2021	6,806.03
				TOTAL:	107,813.46
WASTE OFFICE/BOARD	ENVIRONMENTAL SYSTEMS RESEAR	534-999-00	GEN & ADM MISC BILLI	ARC GIS DESKTOP MAINT REN	300.00
	OFFICESUPPLY.COM	534-999-00	GEN & ADM MISC BILLI	PCRD-PAPER PAPER	39.84
	ENCOVA INSURANCE	534-226-00	INSURANCE & BONDS	WCB1005474 12-2-20 TO 1-3-	16.17
	RITNEY BOWES INC	534-218-00	POSTAGE	FEB 2021 PERMIT POSTAGE	521.53

FUND: WASTE COLLECTION

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
	WV PUBLIC EMPLOYEES INSURANC	534-105-00	GROUP INSURANCE	WAS JAN 2021 HEALTH INS	744.20
		534-105-00	GROUP INSURANCE	WAS JAN 2021 RETIREE'S INS	320.00
	RICHARD TRENT CPA AC CORP	534-223-00	PROFESSIONAL SERVICE	YEAR END CLOSING & FSC REP	4,785.00
	WV PUBLIC EMPLOYEES RETIREME	534-106-00	GROUP RETIREMENT	WV RETIREMENT CONTRIBUTION	526.80
		534-106-00	GROUP RETIREMENT	WV RETIREMENT CONTRIBUTION	526.23
		534-106-00	GROUP RETIREMENT	WV RETIRE TIER2 CONTRIBUTI	134.00
		534-106-00	GROUP RETIREMENT	WV RETIRE TIER2 CONTRIBUTI	96.00
	PAYROLL ACCOUNT (ALL DEPTS)	534-999-00	GEM & ADM MISC BILLI	DEC 2020 AA FEES	204.19
	COLLECTION ACCOUNT	534-999-00	GEM & ADM MISC BILLI	DEC 2020 CREDIT CARD FEES	951.21
	TOSHIBA FINANCIAL SERVICES	534-999-00	GEM & ADM MISC BILLI	CITY HALL COPIER LEASE	139.03
	DOLLAR GENERAL CORPORATION	534-999-00	GEM & ADM MISC BILLI	CITY HALL SUPPLIES	30.63
	RAVEN ROCK NETWORKS INC	534-999-00	GEM & ADM MISC BILLI	JAN 2021 SERVICE CONTRACT	212.50
	BADZIK PRINTING SERVICE, INC	534-999-00	GEM & ADM MISC BILLI	W2,1099, ENVELOPES	132.35
	COMMUNITY BANK	534-459-00	NEW COMPUTER CAPITAL ACCTS	771901071 JAN COMP SR	385.83
	WVNET	534-999-00	GEM & ADM MISC BILLI	WEB HOSTING 2ND QTR FY2021	18.75
	INTERNAL REVENUE SERVICE	534-104-00	FICA TAX	FICA WITHHELD AND MATCHED	458.48
		534-104-00	FICA TAX	FICA WITHHELD AND MATCHED	384.97
		534-104-00	FICA TAX	MEDICARE WITHHELD & MATCHE	107.20
		534-104-00	FICA TAX	MEDICARE WITHHELD & MATCHE	90.02
	AMAZON.COM	534-999-00	GEM & ADM MISC BILLI	PCRD-CANON CARTRIDGE	13.75
		534-999-00	GEM & ADM MISC BILLI	PCRD-TAPE/TOWELS/NOTES	12.88
		534-999-00	GEM & ADM MISC BILLI	PCRD-PAPER COPY	11.45
		534-999-00	GEM & ADM MISC BILLI	PCRD-MICROBAN	14.23
		534-999-00	GEM & ADM MISC BILLI	PCRD-FACE MASKS	17.97
		534-999-00	GEM & ADM MISC BILLI	PCRD-GLOVES/WIPES/DISINFEC	24.65
		534-999-00	GEM & ADM MISC BILLI	PCRD-GLOVES/WIPES/DISINFEC	23.98
	LABOR LAW CENTER	534-999-00	GEM & ADM MISC BILLI	PCRD-LABOR POSTERS	76.87
	PAYFLEX	534-105-00	GROUP INSURANCE	WAS JAN 2021 HSA FEES	6.50
	TYLER TECHNOLOGIES INC.	534-999-00	GEM & ADM MISC BILLI	UTILITY BILLING , IVR	1,132.20
		534-999-00	GEM & ADM MISC BILLI	UTILITY BILLING , IVR	617.16
		534-999-00	GEM & ADM MISC BILLI	UTILITY BILLING NOTIFICATI	71.47
	ROSSMAN & CO/PCB CORP	534-999-00	GEM & ADM MISC BILLI	DEBT COLLECTION	55.82
	COMFORTECH LLC	534-998-00	GEM & ADM MISC BILLI	2021 ANNUAL MAINT AGREEMEN	999.50
	SUDDENLINK	534-999-00	GEM & ADM MISC BILLI	JULY 2012 INTERNET	31.87
	**PAYROLL EXPENSES			1/01/2021 - 1/31/2021	13,630.28
				TOTAL:	27,867.51

A motion to approve the January 2021 Financial Report was made by Albaugh/Randall.  
 Motion carried.

Callie Cronin-Sams addressed the Board announcing that she will be leaving her post with the COB to accept an offer from the WV DEP. All members of the Board thanked Callie for her service to the City and wished her well.

**D. Department Reports** – Jeff Wamsley reported that another truck repair had taken place, since the last meeting, and that it is now back in service. There is yet another truck down now, being repaired. Our crew ran all routes even with the inclement weather.

**D.1 Recycling Center Report** – Jeff gave his Recycling Report as follows:

City of Buckhannon Recycling Center		DATE:	January-21
Inventory & Balance Sheet			
	Uproc.	Proc.	Total
ONP	0.8	3.83	4.63
OCC	1.5	13.75	15.25
MGOP	0.4	20.31	20.71
STEEL	0.3	18.6	18.9
ALUM.	0.35	0	0.35
E-WASTE	0.4	2.44	2.84
Pete #1	0.15	7.5	7.65
No. 2	0.45	13.2	13.65
Total	4.35	79.63	83.98
Inventory 1/1/21			85.92
Inventory 2/1/21			83.98
Diff.			-1.94
Loads Shipped			31.77
Total Diff. Inventory & Loads Shipped			29.83
Total Received		29.83	Total received: 20-Jan 34.02 Tons
Less Garbage		0	
Total		29.83	
<b>Crossroads Totals</b>		Garbage	
0		0	
<b>Residential Curbside</b>		Garbage	
1060		100	
Appliances Iron	Total	Total \$	
17540	0	\$877.00	
Yard Debris			
10000			

**D.2 Transfer Station Report** – Jeff reviewed the following Transfer Station Report:

**City of Buckhannon  
Transfer Station Totals**

January 2021

Total Transactions	2745	
Total Weight	1250.18	
Total Cash Received	\$29,176.86	
Total City Trucks	\$63,506.58	762.84 tons
Total Charge	\$17,311.06	
Grand total	\$109,994.52	
Total C/D Material	196.14	
Total Commercial/Residential	1054.04	
Bulky Goods	Steel	Waste Total
		0.75 1.33 2.08

MONTHLY TONNAGE REPORT												Revised June 2005 Effective July 1, 2005 Due by the 28th of the following month					
Submit according to 33CSR1 (4.12.b)												Month	Year				
Facility Name	Waste Collection Board-City of Buckhannon										Number	Month	Year				
Address	76 E Main St, Buckhannon, WV 26201										Telephone	SWF5025-99	Fax	304-472-4620	January	2021	
Source of Solid Waste (city or county or state)																	
Barbour County	5.27	0		0.76								6.96					0
Braxton County	1.5	0.66		0.79								2.85					0
Gilmer County	3.61	0		2.46								6.07					0
Harrison County	1.61	0		3.16								4.78					0
Lewis County	43.61	3.24		21.98								69.83					0.33
Out of State	0.66	0.39		0.73								1.69					0
Randolph County	1.94	0		1.81								3.82					0
Upshur County	589.93	356.51		166.24				1.65	0	1.33		1154.06					0.45
Webster County	0.18			0								0.18					0
In State Tons	850.18	400.7		196.14				1.65	0	1.33		1249.95					0.78
Out of State Tons																	
Total Tons Deposited																	

Hazardous waste exclusion efforts and results:

\*If Petroleum Contaminated Soil is used as alternative daily cover, do not double count it in your monthly tonnage totals. For information, consult the Department of Environmental Protection's Special Waste Policy.

\*\*Waste Tires by Tons - Disposed in Landfill - Whole waste tires collected by the Department of Environmental Protection may be disposed of in a landfill, in accordance with 33CSR8 Subdivision 3.1.e. Waste Tires are not exempt from the calculation of monthly tonnage limits or any solid waste disposal assessment fees, except shredded waste tires or tire derived material used as alternative daily cover or select waste.

Submit completed monthly tonnage report to:  
 Original - WVDEP, Solid Waste Permitting Unit, 601 57th Street, Charleston, WV 25304  
 Copy - Solid Waste Management Board, 601 57th Street, Charleston WV 25304 or jborwick@wvswmb.org  
 Questions? Call the DEP at (304) 526-0465, ext 1295  
 Copy - Public Service Commission, Utility Division, 201 Brooks Street, Charleston, WV 25329-0812 or lbfenner@PSC.state.wv.us  
 Copy - Applicable County or Regional Solid Waste Authority

Based upon my inquiry, I, the undersigned, hereby certify under penalty of law, that the information on this report is true, accurate and complete.

Signature of Principal Officer in charge of facility \_\_\_\_\_ Date \_\_\_\_\_

A Q & A took place with the Board Members regarding the current fleet of trucks and equipment regarding the maintenance of all.

**E. Correspondence and Information** – The Mayor reviewed the following with the Board:

**E.1 Waste Management-Waste & Disposal Services Agreement & Landfill Pricing**



INDUSTRIAL WASTE & DISPOSAL SERVICES AGREEMENT

COMPANY: Meadowfill Landfill, Inc. CUSTOMER: City of Buckhannon
Address: 1480 Dawson Drive Suite 101 Address: 70 Main St
City/State/Zip: Bridgeport, WV, 26330-7248 City/State/Zip: Buckhannon, WV, 26201

The INDUSTRIAL WASTE DISPOSAL SERVICES AGREEMENT, consisting of the terms and conditions set forth herein and Exhibit A, and any Confidential Letters and the Profile Sheet(s) entered into hereafter...

1. SERVICES PROVIDED. The Company and its affiliates will provide Customer with collection, management, transportation, disposal, treatment and recycling services ("Services") for Customer's non-hazardous Solid Waste, Special Waste, Hazardous Waste, and Recyclables...

2. CUSTOMER WARRANTIES. Customer hereby represents and warrants that all Industrial Waste collected by or delivered to the Company shall be in accordance with waste descriptions given in that Agreement and shall not be or contain any Noncomplying Waste...

3. TERM OF AGREEMENT; RIGHT TO PROVIDE COMPETING OFFERS. The Initial Term of this Agreement shall be 12 months, commencing on the Effective Date set forth above...

4. INSPECTION; REJECTION OF WASTE. Title to and liability for Noncomplying Waste shall remain with Customer at all times. Company shall have the right to inspect, analyze or test any waste delivered by Customer...

5. SPECIAL HANDLING. Title of Company waste to handle, rather than reject, Noncomplying Waste. Company shall have the right to manage the waste in the manner deemed most appropriate by Company given the characteristics of the Noncomplying Waste...

6. COMPANY WARRANTIES. Company hereby represents and warrants that (a) Company will manage the Industrial Waste in a safe and workable manner in full compliance with all valid and applicable federal, state and local laws, regulations, orders, rules and regulations...

7. LIMITED LICENSE TO ENTER. Where a Customer is transporting Industrial Waste to a Company facility, Customer and its subcontractors shall have a limited license to enter a disposal facility for the sole purpose of off-loading Industrial Waste of an area designated, and in the manner directed, by Company...

8. CHARGES AND PAYMENTS. Customer shall pay the rates ("Charges") set forth on Exhibit A or a Confirmation Letter, which shall not be modified except in accordance with the applicable laws and regulations of the Public Service Commission of West Virginia...

9. ASSIGNMENT & SUBCONTRACTING. This Agreement shall be binding on and shall inure to the benefit of the parties and their respective successors and assigns. Customer acknowledges and agrees that the Company may utilize unaffiliated subcontractors...

10. ENTIRE AGREEMENT. This Agreement and its exhibits and attachments represent the entire understanding and agreement between the parties regarding the Services and constitute any and all prior agreements, whether written or oral, between the parties regarding the same...

11. ASSIGNMENT & SUBCONTRACTING. This Agreement shall be binding on and shall inure to the benefit of the parties and their respective successors and assigns. Customer acknowledges and agrees that the Company may utilize unaffiliated subcontractors...

12. TERMINATION; LIQUIDATED DAMAGES. Company may immediately terminate this Agreement, (a) in the event of Customer's breach of any term or provision of this Agreement...

13. CONFIDENTIALITY. Except as required by law, the parties agree that the rates set forth on Exhibit A, a Confirmation Letter, including any adjustments thereto, and any other pricing information shall be confidential information and shall not be disclosed to third parties without the other party's written approval.

14. UNFORCEABLE CLAUSES. If any provision of this Agreement is deemed invalid or unenforceable, the parties shall nevertheless be bound by the balance of the terms and conditions of this Agreement, which shall remain in full force and effect...

15. EQUIPMENT. All equipment furnished by Company shall remain its property, however Customer shall have care, custody and control of the equipment and shall be liable for all loss or damage to the equipment and for its contents while at Customer's service location or otherwise under its care, custody and control...

16. UNCONTROLLABLE CIRCUMSTANCES. Except for the obligation to make payments hereunder, neither party shall be liable for its failure to perform or delay in performance caused by events beyond its reasonable control, including, but not limited to, strikes, acts of God, war, insurrection, terrorism, sabotage, riot, strike, act of God, and inability to obtain equipment, permit, change and governmental orders, laws, rules and regulations...

17. RECYCLABLE MATERIALS and recycling services. All Recyclable Materials must be clean, dry, unsoiled, uncoated, loose and unbagged (a) Single stream Recyclable Material (Single Stream) will consist of Customer's entire volume of uncoated paper and writing paper, magazines, pamphlets, mail, newspapers, folders, electrical equipment, appliance boxes, aluminum foil and beverage containers...

18. UNCONTROLLABLE CIRCUMSTANCES. Except for the obligation to make payments hereunder, neither party shall be liable for its failure to perform or delay in performance caused by events beyond its reasonable control, including, but not limited to, strikes, acts of God, war, insurrection, terrorism, sabotage, riot, strike, act of God, and inability to obtain equipment, permit, change and governmental orders, laws, rules and regulations...

19. RECYCLABLE MATERIALS and recycling services. All Recyclable Materials must be clean, dry, unsoiled, uncoated, loose and unbagged (a) Single stream Recyclable Material (Single Stream) will consist of Customer's entire volume of uncoated paper and writing paper, magazines, pamphlets, mail, newspapers, folders, electrical equipment, appliance boxes, aluminum foil and beverage containers...

20. UNCONTROLLABLE CIRCUMSTANCES. Except for the obligation to make payments hereunder, neither party shall be liable for its failure to perform or delay in performance caused by events beyond its reasonable control, including, but not limited to, strikes, acts of God, war, insurrection, terrorism, sabotage, riot, strike, act of God, and inability to obtain equipment, permit, change and governmental orders, laws, rules and regulations...

21. RECYCLABLE MATERIALS and recycling services. All Recyclable Materials must be clean, dry, unsoiled, uncoated, loose and unbagged (a) Single stream Recyclable Material (Single Stream) will consist of Customer's entire volume of uncoated paper and writing paper, magazines, pamphlets, mail, newspapers, folders, electrical equipment, appliance boxes, aluminum foil and beverage containers...

22. UNCONTROLLABLE CIRCUMSTANCES. Except for the obligation to make payments hereunder, neither party shall be liable for its failure to perform or delay in performance caused by events beyond its reasonable control, including, but not limited to, strikes, acts of God, war, insurrection, terrorism, sabotage, riot, strike, act of God, and inability to obtain equipment, permit, change and governmental orders, laws, rules and regulations...

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payment (or not when due), Company retains the right to suspend Services until the past due balance is paid in full. In addition to full payment of outstanding balances, Customer shall be required to pay a reactivation charge to resume suspended Services...

9. ASSIGNMENT & SUBCONTRACTING. This Agreement shall be binding on and shall inure to the benefit of the parties and their respective successors and assigns. Customer acknowledges and agrees that the Company may utilize unaffiliated subcontractors...

10. ENTIRE AGREEMENT. This Agreement and its exhibits and attachments represent the entire understanding and agreement between the parties regarding the Services and constitute any and all prior agreements, whether written or oral, between the parties regarding the same...

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12. TERMINATION; LIQUIDATED DAMAGES. Company may immediately terminate this Agreement, (a) in the event of Customer's breach of any term or provision of this Agreement...

13. CONFIDENTIALITY. Except as required by law, the parties agree that the rates set forth on Exhibit A, a Confirmation Letter, including any adjustments thereto, and any other pricing information shall be confidential information and shall not be disclosed to third parties without the other party's written approval.

14. UNFORCEABLE CLAUSES. If any provision of this Agreement is deemed invalid or unenforceable, the parties shall nevertheless be bound by the balance of the terms and conditions of this Agreement, which shall remain in full force and effect...

15. EQUIPMENT. All equipment furnished by Company shall remain its property, however Customer shall have care, custody and control of the equipment and shall be liable for all loss or damage to the equipment and for its contents while at Customer's service location or otherwise under its care, custody and control...

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Industrial Waste & Disposal Services Agreement

Non Profile Exhibit A

TSR : Emily Brooks

Sales person: Kenneth Westfall

A. GENERATOR

1. Name:
2. Address:
City: County:
State: ZIP code:

B. CUSTOMER BILLING INFORMATION

1. Name: City of Buckhannon
2. Address: 70 Main St
City: Buckhannon
State: WV ZIP code: 26201

C. FACILITY

1. Name(s): Meadowfill Landfill

3. Contact name: J Arnold

4. Email: JARNOLD.BUCKHANNON@GMAIL.COM

5. Phone: 6. Fax:

7. PO. number:

E. CHARGES See Attached

Table with 4 columns: DESCRIPTION, RATE, MINIMUM. Rows include Meadowfill Landfill, Treatment Method Direct Landfill - MSW, Regulatory Fee State Fee, Regulatory Fee County Fee.





Industrial Waste & Disposal Services Agreement

Exhibit A

F. COMMENTS

See Attached

- Waste Management reserves the right to refuse any load or discontinue any waste stream should such waste pose a threat to human health or safety, prove to be operationally challenging, or is in violation of any MW permit.
- Acceptance of waste is contingent upon the completion, submittal and approval of special waste profile sheet, required analytical, Industrial Waste & Disposal Services Agreement (ISA), and Exhibit A or other pricing document.
- Unit pricing shown above is based on unit of measure provided on the profile paperwork. Waste delivered in a different manner or a different unit of measure will be charged at current gate rate or current contract rate for that commodity.
- This material cannot contain any asbestos (friable or non-friable), lead based paint or PCB contaminated debris. If these contaminants are present in the waste, please contact the Technical Service Center to complete a profile form by calling 1-800-963-4776.

The work contemplated by this Exhibit A is to be done in accordance with the terms and conditions of the Industrial Waste & Disposal Services Agreement or other contractual agreement between the parties dated: \_\_\_\_\_

YOUR ACCEPTANCE OF THESE TERMS CREATES A BINDING AGREEMENT AS FOLLOWS: (I) TYPE OR SIGN YOUR NAME AND TITLE WHERE INDICATED BELOW OR (II) YOUR TENDER OR DELIVERY TO COMPANY OF THE INDUSTRIAL WASTE DESCRIBED IN THE COMPANY APPROVED PROFILE SHEET AND (IF APPLICABLE) CONFIRMATION LETTER SHALL CONSTITUTE YOUR ACCEPTANCE OF THESE TERMS WITHOUT YOUR SIGNATURE.

COMPANY		CUSTOMER	
By: _____	Date: _____	Signature: <u>Jerry Arnold</u>	Date: <u>12/17/2020</u>
Name: _____		Name: <u>Jerry Arnold</u>	
Title: _____		Title: <u>Waste Manager</u>	

E.2 DMR 4th Quarter 2020

January 7, 2021

Director  
Division of Water and Waste Management  
Solid Waste Management Unit – Office of Waste Management  
601 57<sup>th</sup> Street SE  
Charleston, WV 25304-2345

Re: **City of Buckhannon Landfill  
Solid Waste Facility Closure  
Permit No.: SWC-5062 / WV0109509  
4th Quarter 2020 DMR**

To Whom It May Concern,

We hereby submit the 4th Quarter of 2020 Discharge Monitoring Report (DMR) of Outlet 099 for the above-referenced permit in Upshur County, West Virginia.

If you have any questions or comments regarding the information contained in this letter, please contact me at your convenience at (304) 472-1651, extension 1006 or via email at [jay.hollen@buckhannonwv.org](mailto:jay.hollen@buckhannonwv.org).

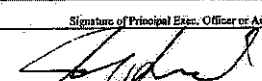
Sincerely,  
  
James S. Hollen, III, PE  
City Engineer

Enclosures

- c: WVDEP – Paul Benedum  
COB Waste Board  
Director of Public Works – Jerry Arnold  
Waste Department – Jeff Warnsley  
Engineering – Files

**STATE OF WEST VIRGINIA  
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM  
DISCHARGE MONITORING REPORT**

FACILITY NAME City of Buckhannon Landfill COMMERCIAL LABORATORY NAME \_\_\_\_\_  
 LOCATION OF FACILITY Turkey Run Road, Upshur County COMMERCIAL LABORATORY ADDRESS \_\_\_\_\_  
 PERMIT NUMBER SWC-5062/WV0109509 OUTLET NO. 099  
 WASTELOAD FOR MONTH OF Oct, Nov + Dec 20 20 INDIVIDUAL PERFORMING ANALYSIS \_\_\_\_\_

Parameter		Quantity					Other Units					Measurement Frequency	Sample Type	
		Minimum	Avg. Monthly	Max Daily	Units	N.E.	Minimum	Avg. Monthly	Max Daily	Units	N.E.			
Flow 50050	Reported	*****	*****	*****			6.683574	6.680162	6.611339			MGD	Continuous	Measure
	Permit Limitation	*****	*****	*****			N/A	Monitor-Only	N/A					
Name of Principal Exec. Officer		I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.									Date Completed			
<u>Larry L. Arnold</u>											1-7-2021			
Title of Officer											Signature of Principal Exec. Officer or Auth. Agent			
Director of Public Works														

**E.3 Letter from Resident RE: Use of Polycarts by all customers**

January 17, 2021

Just curious as to when you are going to begin instructing your employees collecting trash to stop taking trash that is not in your polycart. Every week I see full non-city cans & bags on the ground on my drive sitting out to be collected in my area, approximately 30 locations in a 2.5 mile stretch. And upon returning home every single can is empty & every bag is gone. This is only one small area; I have seen it in other areas as well. It has been over a year since your new policy started & they have continued to collect it all the entire time.

You are losing a lot of money. If you sit down and do the math, as I have, you will see how important 30 new customers can be; then calculate 100. Now you are going to raise your rates. Would it not be more beneficial to you (and your current customers) to acquire the business of the people who set their garbage out every week and do not pay for your service? Stop taking non-polycart trash; if these people contact you wanting to know why, they will be afforded the opportunity to acquire your service legally. And someone who has an account but does not have a polycart, for whatever reason, can be issued one at that time. A new year seems to be a good time to start enforcing your policy.

I am not identifying myself for obvious reasons, but I do pay for your service & have done so for many, many years.

Thank you.

**E.4 Letter from WVDEP RE: Release of Equipment -2016 Recycling Assistance Grant**

west virginia department of environmental protection

Office of Environmental Advocate  
Rehabilitation Environmental Action Plan (REAP)  
601 57<sup>th</sup> Street, SE  
Charleston, WV 25304  
Phone: 1.800.322.5530

Harold D. Ward, Cabinet Secretary  
dep.wv.gov

January 27, 2021

City of Buckhannon  
70 East Main Street  
Buckhannon, WV 26554

91 7199 9991 7039 1716 6233

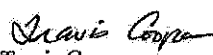
In accordance with the West Virginia Department of Environmental Protection's Recycling Grant Equipment Agreement, equipment shall be released in full to the grantee five years from date of grant award provided that said release is acceptable to the Office of WVDEP/REAP.

The City of Buckhannon has been approved for the release of the following equipment purchased through the 2016 Recycling Assistance Grant #800:

Equipment	Model #	Serial # / VIN
2016 Ford Pickup w/liftgate	F350	1FDRE3B61GED28352
Self-dumping Hopper	H-200	1145 0029880
Self-dumping Hopper	H-200	1145 0031986
Self-dumping Hopper	H-200	1145 0031945
Self-dumping Hopper	H-200	1145 0032023
Self-dumping Hopper	H-200	1145 0031948
Self-dumping Hopper	H-200	1145 0032012
Self-dumping Hopper	H-200	1145 0032022
Self-dumping Hopper	H-200	1145 0032027
Vestil Fork Truck	FL-4000	Unknown
BD Grapple Bucket	JC 106135 35470	BD35470
Case Skid Steer	SV185	NGM425918

Please remember to remove us as certificate holder on your insurance policy. If you have any questions concerning said release you may contact me at (304) 926-0499 extension 49754 or at [Travis.L.Cooper@wv.gov](mailto:Travis.L.Cooper@wv.gov).

Released by:

  
Travis Cooper  
Environmental Resources Specialist III  
Rehabilitation Environmental Action Plan

## F. Consent Agenda

### F.1 Approval of Minutes 01/07/2021

**Motion to approve the minutes of the 01/07/2021 regular meeting was made by Randall/Skinner. Motion carried.**

## G. Strategic Issues for discussion and/or vote

**G.1 Set Final Date for Distribution of the Polycarts (Toters)** – Discussion took place regarding the final date for the distribution of the Polycarts (Toters) and the implementation of the requirements for use by all customers be set for April 30, 2021. A notice acknowledging this will be mailed to all customers.

**Motion to set the date of April 30, 2021 for the implementation of the requirement of use by all customers of the Polycarts (Toters), unless appropriate exemption is granted, and a letter notifying customers of this to be mailed in advance, was made by Albaugh/Randall. Motion carried.**

Jeff told the Board that he will add the April Make It Shine annual event to the next agenda for discussion.

## H. Board Members Comments and Announcements

**Albaugh** – Mary Albaugh thanked everyone for their thoughts and prayers and updated the Board on her health.

**Randall** – Nothing further.

**Mayor Skinner** – The Mayor reminded everyone of the Executive Session that was needed.

**A motion to adjourn at 4:45 PM and move into Executive Session Per WV Code § 6-9A-4- Personnel Matters was made by Albaugh/Randall. Motion Carried.**

**I. Executive Session Per WV Code § 6-9A-4- Personnel Matters**

**A motion to adjourn at 5:38 PM out of Executive Session was made by Albaugh/Randall. Motion Carried.**

**J. Adjournment**

**There being no further business to be transacted, motion to adjourn at 5:39 PM was made by Albaugh/Randall. Motion carried.**

**Mayor Robert Skinner III**

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**City Recorder Randall H. Sanders**

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