CHARLES TOWN UTILITY BOARD
AGENDA

WEDNESDAY, NOVEMBER 16, 2022

Special Meeting | **661 South George Street, Charles Town, WV 25414** | **4:00 PM**

CALL TO ORDER

1. **APPROVAL OF MINUTES**
   a. Approval of October 26, 2022 Regular Meeting Minutes
   2022.10.26 UB Minutes.pdf

2. **PUBLIC COMMENT**
   This portion of the agenda is designed for members of the general public to share thoughts on items of interest in the community. By law, Board members may ask clarifying questions or discuss procedural matters but are not permitted to discuss the policy merits of any issue unless it is scheduled for discussion.

   The public is invited to attend this meeting in person or via webcast (www.ctubwv.com- Board Meetings - Meeting Agendas and Minutes 2022) or by accessing the following zoom link:

   https://us06web.zoom.us/j/83503612694?pwd=YlJaanF6V2NoSUdGY2duNi8raWx5QT09

   Meeting ID: 835 0361 2694
   Passcode: 212104
   +1 301 715 8592 US

3. **UNFINISHED BUSINESS**

4. **NEW BUSINESS**
   a. Renewal & Replacement Project Resolution No. 001 - Contractor Pay Application No. 001
   2022.11.16 Pay App No. 1.pdf
   2022.11.16 November Engineers Report.pdf
   b. Stonecrest Alternate Mainline Extension Agreement
   2022.11.16 Draft AMLEA Stonecrest.pdf
   c. Gannett Fleming Proposal for Water and Wastewater Cost of Service and Rate Study
   2022.11.07 Water and WW COS and Rate Design Proposal.pdf
   d. Utility Manager Contract Addendum – Possible Executive Session Under: WV State Code Section 6-9A-4(b)(2)(A) – Matters arising from the

appointment, employment of an employee.

5. **MANAGER REPORTS**
   a. Utility Manager Report
      2022.11.10 UM Report.pdf
   b. Chairman Report

6. **APPROVAL OF BILLS**
   a. November 16, 2022
      2022.11.16 Board Report.pdf

7. **ADJOURNMENT**

8. **INFORMATION ONLY - NEXT MEETING DECEMBER 14, 2022, 4:00 P.M.**

Charles Town Utility Board
Special Board Meeting
October 26, 2022

The Charles Town Utility Board held a special meeting on October 26, 2022 at 4:00 P.M. Members of the Board present were John Barkley, Tommy Stocks and Jeff Whitten. Also present were Kristen Stolipher, April Shultz, Hoy Shingleton and Ashley Stottlemyer.

CALL TO ORDER

Chairman John Barkley called the meeting to order at 4:00 P.M.

APPROVAL OF MINUTES

Approval of October 12, 2022 Regular Meeting Minutes

The Chairman called for changes or corrections to the October 12, 2022 regular meeting minutes.

Action: **Motion by Mr. Whitten, second by Mr. Stocks, the Board unanimously approved the minutes as presented.**

PUBLIC COMMENT

The Board received a no public comment.

UNFINISHED BUSINESS

Leak Adjustment Policy Discussion

Per last month's Board discussion, Mrs. Stolipher provided a draft policy for exempt meters that would allow customers to purchase a separate water meter for lawn and garden watering, or filling swimming pools, hot tubs or saunas. The Board provided discussion and minor suggested changes to the draft.

Action: **Motion by Mr. Stocks, second by Mr. Whitten, the Board unanimously approved the exempt meter policy with the comments provided.**

NEW BUSINESS

Water Capacity Improvement Fee Discussion

Mrs. Stolipher provided a brief overview on the revisions of the water capacity improvement fee, including the changes she suggested to the Board prior to taking it to Council for approval. Those most recent changes included the removal of the Huntwell West subdivision, the ENR value and the growth-related percentages for eight projects. Mrs. Stolipher explained the final Board approved fee of $4,179.00 per EDU was submitted to City Council, where questions were raised on the amount of the fee, but it was ultimately sent to the Ordinance Committee for approval where more questions were raised. Councilmember Ricki Twyford, also representing as Chair of the Ordinance Committee, was present to review the concerns of the Committee where it was suggested to utilize the 2022 ENR value raising the fee by $219.00. The Board provided discussion.

Action: **Motion by Mr. Stocks, second by Mr. Whitten, the Board unanimously approved sending the revised report to City Council for approval using the new ENR value as discussed.**

Greenfield Force Main Upgrade

Mrs. Stolipher mentioned this task order by RK&K is to provide engineering and surveying services for designing the upgrade to the existing 2,600 LF Greenfield Force Main from the existing 4" to 6" as discussed in the King's Crossing Sewer Model report earlier this month. This project would be paid for by Capacity Improvement Fee's. Rhiannon Dodge, from RK&K, addressed questions from the Board.

Action: Motion made by Mr. Stocks, second by Mr. Whitten, the Board unanimously approved RK&K Task Order No. 22 to upgrade the Greenfield Force Main.

MANAGER REPORTS

Utility Manager Report

Mrs. Stolipher briefed the Board on this month's sewer and water efforts including an update from 120 Water on lead and copper at the November 7th City Council meeting, coordination with the City on B&O taxes and a progress meeting on November 3rd for the Renewal and Replacement project, installation of VFDs at the water plant, and backup water source progress. Mrs. Stolipher also mentioned that staff is working on the Jefferson Utilities customer billing conversion and she would like to move forward with a water Class Cost of Service study.

Action: No action required by the Board.

Chairman Report

The Chairman mentioned Alvarez Contractors, Inc. requested a waiver for B&O taxes associated with the sewer plant project. City Council forwarded that request to the Finance Committee for discussion. Mrs. Stolipher mentioned those fees were included in the original contract.

Action: No action required by the Board.

APPROVAL OF BILLS

October 26, 2022

Action: Motion by Mr. Stocks, second by Mr. Whitten, the Board unanimously approved the payment of the bills.

INFORMATION ONLY

The next special meeting is scheduled for Wednesday, November 16th at 4:00 P.M. at 661 S. George Street.

Action: Motion by Mr. Whitten, second by Mr. Stocks, the Board unanimously approved the motion to adjourn.

There being no further business at this time, the Board adjourned the meeting at 4:36 P.M.

_____	_____
John Barkley	Ashley Stottlemyer
Chairman	Secretary

CHARLES TOWN UTILITY BOARD
2022 RENEWAL AND REPLACEMENT PROJECT

RESOLUTION NO. 001

RESOLUTION OF THE CITY OF CHARLES TOWN UTILITY BOARD APPROVING INVOICES RELATING TO THE CONSTRUCTION AND OTHER SERVICES FOR THE 2022 CHARLES TOWN WASTEWATER TREATMENT PLANT IMPROVEMENTS PROJECT AND AUTHORIZING PAYMENT THEREOF,

WHEREAS, the City of Charles Town Utility Board (CTUB) has reviewed the invoices attached hereto and incorporated herein by reference relation to the project:

a) That none of the items for which payment is proposed to be made has formed the basis for any disbursement theretofore made.

b) That each item for which the payment is proposed to be paid is or was necessary in connection with the Project and constitutes a cost of the project.

c) That each of such costs has been otherwise properly incurred.

d) That the payment for each of the items proposed is due and owing.

NOW, THEREFORE, BE IT RESOLVED the City of Charles Town Utility Board that the payment of the attached Contractor's Application for Payment No. 001 as summarized below, is hereby authorized and directed.

Vendor	**Renewal and Replacement Project at the Charles Town Wastewater Treatment Facility**
Alvarez Contractors, Inc.	$258,858.00
Total	**$258,858.00**

ADOPTED BY the City of Charles Town Utility Board, at the meeting held on the 16th day of November 2022.

By: _____
John Barkley, Chairman

Date: November 16, 2022

Charles Town Utility Board
2022 Renewal and Replacement Project
Schedule B

A. COST OF PROJECT	APPROVED CONSTRUCTION BUDGET	Paid by CTUB from Operating Account	Paid by CTUB from Operating Account 6/1/2022-11/7/2022	Resolution No. 1 Contractor's Application for Payment No. 001	BALANCE REMAINING
1 **CONSTRUCTION**					
a. Contract	$ 10,151,000.00			$ 258,858.00	$ 9,892,142.00
b. Construction Contingency (5%)	$ 507,550.00				$ 507,550.00
2 **ENGINEERING SERVICES**					
GDF Engineering fees (including CA and RPR)	$ 760,000.00	$ 410,782.47	$ 32,115.37		$ 317,102.16
Additional RPR inspection (not yet Board approved)	$ 125,000.00				$ 125,000.00
Initial GDF R&R Report	$ 40,082.50	$ 40,082.50			$ -
3 **LEGAL SERVICES**					
a. Local Project Attorney	$ 20,000.00	$ 544.00	$ 2,312.00		$ 17,144.00
4 **ADMINISTRATIVE SERVICES**					
a. Project Accountant (CPA)	$ 20,000.00	$ 2,937.50	$ 7,400.00		$ 9,662.50
b. Other Administrative Costs	$ 10,000.00	$ 1,190.00	$ 4,196.01		$ 4,613.99
5 **Total Project Costs Lines 1-6**	**$ 11,633,632.50**	**$ 455,536.47**	**$ 46,023.38**	**$ 258,858.00**	**$ 10,873,214.65**

B. SOURCES OF FUNDS	APPROVED PROJECT FUNDING				
1 **PROJECT FUNDS**					
a. Capacity Improvement Fees	$ 1,170,163.00				$ 1,170,163.00
b. R&R, Operating Cash, Working Capital (Reduced to Actual)	$ 1,516,939.50	$ (455,536.47)	$ (46,023.38)		$ 1,015,379.65
c. EEG Grant Funds	$ 1,966,030.00				$ 1,966,030.00
Total Internal Funds & EEG Grant Funds	**$ 4,653,132.50**				**$ 4,151,572.65**
d. Bond Proceeds 2022B & 2022C	**$ 6,980,500.00**			$ (258,858.00)	**$ 6,721,642.00**
Total Funds Available	**$ 11,633,632.50**	**$ (455,536.47)**	**$ (46,023.38)**	**$ (258,858.00)**	**$ 10,873,214.65**

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Contractor's Application for Payment No. 1

To (Owner):	CHARLES TOWN UTILITY BOARD	Application Period:	10/3/22-10/26/22
		Application Date:	11/4/2022
		From (Contractor):	ALVAREZ CONTRACTORS, INC
		Via (Engineer):	GWIN, DOBSON & FOREMAN INC.
Project:	CHARLES TOWN WASTEWATER TREATMENT PLANT IMPROVEMENTS PROJECT	Contract:	CONTRACT #1
Owner's Contract No.:		Contractor's Project No.:	
		Engineer's Project No.:	

Application For Payment

Change Order Summary

Approved Change Orders

Number	Additions	Deductions
TOTALS		
NET CHANGE BY CHANGE ORDERS		

1. ORIGINAL CONTRACT PRICE	$	$10,151,000.00
2. Net change by Change Orders	$	
3. Current Contract Price (Line 1 ± 2)	$	$10,151,000.00
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates)	$	$287,620.00
5. RETAINAGE:		
a. 10% X $287,620.00 Work Completed	$	$28,762.00
b. 10% X _____ Stored Material	$	
c. Total Retainage (Line 5.a + Line 5.b)	$	$28,762.00
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)	$	$258,858.00
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	$	
8. AMOUNT DUE THIS APPLICATION	$	$258,858.00
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above)	$	$9,892,142.00

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature

By:	Date: 11/4/2022

Payment of: $ $258,858.00
(Line 8 or other - attach explanation of the other amount)

is recommended by: Christopher M. Echevarria (Engineer) 11-8-2022 (Date)

Payment of: $ $258,858.00
(Line 8 or other - attach explanation of the other amount)

is approved by: _____ (Owner) _____ (Date)

Approved by: _____ Funding or Financing Entity (if applicable) _____ (Date)

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Progress Estimate - Lump Sum Work

Contractor's Application

For (Contract):	CHARLES TOWN WASTEWATER TREATMENT PLANT IMPROVEMENTS PROJECT	Application Number:	1
Application Period:	10/3/22-10/26/22	Application Date:	11/4/2022

			Work Completed		E	F		G
A		B	C	D				
Schedule of Values Item No.	Description	Scheduled Value ($)	From Previous Application (C+D)	This Period	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F / B)	Balance to Finish (B - F)
1	D1 - Moblization/Demob.	$20,000.00	$0.00	$10,000.00	$0.00	$10,000.00	50.0%	$10,000.00
2	D1 - Bonds/Insurance	$178,000.00	$0.00	$178,000.00	$0.00	$178,000.00	100.0%	$0.00
3	D1 - Video Taping	$4,500.00	$0.00	$4,500.00	$0.00	$4,500.00	100.0%	$0.00
4	D1 - Field Office	$18,000.00	$0.00	$5,400.00	$0.00	$5,400.00	30.0%	$12,600.00
5	D1 - QC Testing (Cash Allowance)	$50,000.00				$0.00		$50,000.00
6	D1 - Submittals/Shop Drawings by ACI	$40,000.00				$0.00		$40,000.00
	DIVISION 2 - SITE WORK							
7	D2 - Sediment & Erosion Control	$20,200.00				$0.00		$20,200.00
	SITE DEMOLITION							
8	D2 - Concrete Pads	$4,100.00				$0.00		$4,100.00
9	D2 - Remove all Ex. Underground Lines at Centrifuge Bldg. Site	$32,900.00				$0.00		$32,900.00
10	D2 - Remove all Ex. Underground Lines at Electrical Bldg. Site	$12,400.00				$0.00		$12,400.00
11	D2 - Remove Portions of Underground Lines at Ex. Press Bldg.	$4,200.00				$0.00		$4,200.00
	STRUCTURES & BUILDING DEMOLITION							
12	D2 - Headworks Building	$40,200.00				$0.00		$40,200.00
13	D2 - Influent Pump Station & Bypass Pump Set Up	$97,500.00				$0.00		$97,500.00
14	D2 - UV Equipment	$18,300.00				$0.00		$18,300.00
15	D2 - Plant Drain Pump Station	$14,800.00				$0.00		$14,800.00
16	D2 - Electrical Building by ACI	$7,900.00				$0.00		$7,900.00
17	D2 - Sludge Day Tank & Pump Building	$97,800.00	$0.00	$24,450.00	$0.00	$24,450.00	25.0%	$73,350.00
18	D2 - Digester Blower Building	$32,500.00				$0.00		$32,500.00
19	D2 - Sludge Transfer Pump Building	$3,200.00				$0.00		$3,200.00
20	D2 - Digester Tank	$8,200.00				$0.00		$8,200.00
21	D2 - SBR	$1,600.00				$0.00		$1,600.00
	EXCAVATION (MAJOR STRUCTURES)							
22	D2 - Centrifuge Building	$38,900.00				$0.00		$38,900.00
23	D2 - Electrical Building by ACI	$7,800.00				$0.00		$7,800.00
24	D2 - Blower Pad	$5,100.00				$0.00		$5,100.00
25	D2 - Generator Pad	$5,200.00				$0.00		$5,200.00
	BACKFILL (MAJOR STRUCTURES)							
26	D2 - Centrifuge Building	$42,300.00				$0.00		$42,300.00
	STRUCTURAL STONE							
27	D2 - Centrifuge Building	$13,400.00				$0.00		$13,400.00
28	D2 - Electrical Building	$5,600.00				$0.00		$5,600.00
29	D2 - FRP Building	$2,000.00				$0.00		$2,000.00
30	D2 - Generator Pad	$1,500.00				$0.00		$1,500.00
31	D2 - Blower Pad	$1,500.00				$0.00		$1,500.00
	YARD PIPING							

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Progress Estimate - Lump Sum Work

Contractor's Application

For (Contract):	CHARLES TOWN WASTEWATER TREATMENT PLANT IMPROVEMENTS PROJECT	Application Number:	1
Application Period:	10/3/22-10/26/22	Application Date:	11/4/2022

			Work Completed		E	F		G
A		B	C	D	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F / B)	Balance to Finish (B - F)
Schedule of Values Item No.	Description	Scheduled Value ($)	From Previous Application (C+D)	This Period				
32	D2 - 2" Sch 80 PVC Water Service to Headworks Bldg.	$9,900.00				$0 00		$9,900.00
33	D2 - 2" Sch 80 PVC Water Service to Centrifuge Bldg.	$25,100.00				$0 00		$25,100.00
34	D2 - 4" DIP WAS Line from Centrifuge Bldg. to Sanitary Sewer	$16,600.00				$0.00		$16,600.00
35	D2 - 4" DIP WAS Inlet to Centrifuge Bldg	$17,400.00				$0 00		$17,400.00
36	D2 - 4" DIP Sludge Drain Off Line from Digester	$16,800.00				$0 00		$16,800.00
37	D2 - 4" DIP WAS Line from Centrifuge Bldg. to Digester	$16,700.00				$0 00		$16,700.00
38	D2 - 6" PVC Drain from Centrifuge Bldg. to Manhole	$16,500.00				$0 00		$16,500.00
39	D2 - 4" PVC Drain from Centrifuge Bldg to Manhole	$15,200 00				$0 00		$15,200 00
40	D2 - 6" DIP Existing System Connection to New T-Valve	$16,700 00				$0 00		$16,700.00
41	D2 - 8" PVC Drain Line Under Centrifuge Bldg.	$13,500.00				$0 00		$13,500 00
42	D2 - 24" & 12" HDPE Storm Drain at Centrifuge Bldg.	$58,000.00				$0 00		$58,000 00
43	D2 - 18" HDPE Storm Drain at Electrical Bldg.	$39,000.00				$0 00		$39,000.00
44	D2 - 10" Stainless Steel Air Line to Digester	$10,900.00				$0 00		$10,900 00
	YARD STRUCTURES							
45	D2 - 4' Dia. Precast Drain Line Manhole	$3,400.00				$0 00		$3,400.00
46	D2 - Type G Precast Drop Inlet	$9,200 00				$0 00		$9,200 00
	FINAL RECLAMATION							
47	D2 - Asphalt Paving	$98,800.00				$0 00		$98,800.00
48	D2 - Final Grading, Seed & Mulch	$5,700.00				$0 00		$5,700.00
	DIVISION 3 - CONCRETE							
	SITE CONCRETE							
49	D3 - Generator Pad	$10,100.00				$0 00		$10,100.00
50	D3 - FRP Shelter Pad	$9,400.00				$0 00		$9,400.00
51	D3 - Digester Blower Pad	$28,200 00				$0 00		$28,200 00
52	D3 - Digester Equipment Pads	$24,900.00				$0 00		$24,900 00
53	D3 - Sidewalks at Blower Bldg. Area	$10,700.00				$0 00		$10,700 00
54	D3 - Sidewalks at Covered Sludge Storage Area	$11,400.00				$0 00		$11,400 00
	ELECTRICAL BLDG.							
55	D3 - Grade Beams	$38,300.00				$0 00		$38,300 00
56	D3 - Concrete Pads/SOG	$18,100.00				$0 00		$18,100.00
57	D3 - Door Stoops/Pads	$12,000.00				$0.00		$12,000.00
58	D3 - Exterior SOG/Sidewalks	$15,400 00				$0 00		$15,400 00
59	D3 - Misc. Equipment Pads	$3,000.00				$0 00		$3,000.00
	COVERED SLUDGE STORAGE AREA & CENTRIFUGE BLDG							
60	D3 - Footings, Grade Beams & Walls	$162,000.00				$0 00		$162,000.00
61	D3 - Thickened SOG at Trench Drains	$22,200.00				$0 00		$22,200 00
62	D3 - 6" SOG at 2 - Areas	$49,700.00				$0 00		$49,700.00
63	D3 - Equipment Pads, Containment Curbs & Walls	$15,400.00				$0 00		$15,400.00

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Progress Estimate - Lump Sum Work

Contractor's Application

For (Contract)	CHARLES TOWN WASTEWATER TREATMENT PLANT IMPROVEMENTS PROJECT	Application Number:	1
Application Period:	10/3/22-10/26/22	Application Date:	11/4/2022

			Work Completed		E	F		G
A		B	C	D	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F / B)	Balance to Finish (B - F)
Schedule of Values Item No.	Description	Scheduled Value ($)	From Previous Application (C+D)	This Period				
64	D3 - Door/Stoop	$8,100.00				$0.00		$8,100.00
	DIGESTER BLDG. & TANK							
65	D3 - Equipment Pads	$4,400.00				$0.00		$4,400.00
	DIVISION 4 - MASONRY							
	CENTRIFUGE BUILDING							
66	D4 - 12" Standard CMU's	$53,000.00				$0.00		$53,000.00
	DIVISION 5 - MISC. METALS							
	SITE							
67	D5 - Permanent Bollards	$7,200.00				$0.00		$7,200.00
68	D5 - Removable Bollards	$12,300.00				$0.00		$12,300.00
	ELECTRICAL BLDG.							
69	D5 - Partition Walls	$69,200.00				$0.00		$69,200.00
70	D5 - Roof/Ceiling Framing	$35,000.00				$0.00		$35,000.00
	CENTRIFUGE BUILDING							
71	D5 - W8 x 28 Steel Lintel	$1,800.00				$0.00		$1,800.00
72	D5 - Monorail Framing	$11,100.00				$0.00		$11,100.00
73	D5 - Covered Storage Framing	$12,900.00				$0.00		$12,900.00
74	D5 - Steel Erection	$25,500.00				$0.00		$25,500.00
75	D5 - Stainless Steel Polymer Fill Station	$4,600.00				$0.00		$4,600.00
	DIVISION 6 - WOOD AND PLASTICS							
	CENTRIFUGE BUILDING							
76	D6 - Wood Trusses & Sheathing	$69,500.00				$0.00		$69,500.00
77	D6 - Wood Framing & Interior Finishes	$53,700.00				$0.00		$53,700.00
78	D6 - FRP Grating & Ladders	$11,700.00				$0.00		$11,700.00
	ELECTRICAL SHELTER							
79	D6 - FRP Shelter Building	$48,600.00				$0.00		$48,600.00
	DIVISION 7 - THERMAL & MOISTURE PROTECTION							
	ELECTRICAL BLDG.							
80	D7 - SSR Roofing & Soffit	$105,900.00				$0.00		$105,900.00
	CENTRIFUGE BUILDING							
81	D7 - SSR Roofing & Soffit	$107,200.00				$0.00		$107,200.00
82	D7 - Corefill Insulation	$2,900.00				$0.00		$2,900.00
83	D7 - EIFS Outsulation	$39,300.00				$0.00		$39,300.00
	DIVISION 8 - DOORS & WINDOWS							
	ELECTRICAL BLDG.							
84	D8 - Hollow Metal Doors, Frames & Hardware	$25,500.00				$0.00		$25,500.00
	CENTRIFUGE BUILDING							
85	D8 - FRP Door & Window	$16,800.00				$0.00		$16,800.00

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Progress Estimate - Lump Sum Work

Contractor's Application

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Application Period:	10/3/22-10/26/22	Application Date:	11/4/2022

			Work Completed		E	F		G
A		B	C	D	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F / B)	Balance to Finish (B - F)
Schedule of Values Item No.	Description	Scheduled Value ($)	From Previous Application (C+D)	This Period				
86	D8 - Overhead Door (10'x12')	$16,200.00				$0.00		$16,200.00
87	D8 - Fixed Window	$3,800.00				$0.00		$3,800.00
	DIVISION 9 - FINISHES							
	ELECTRICAL BLDG.							
88	D9 - ACT Ceiling	$38,900.00				$0.00		$38,900.00
89	D9 - Paint Walls, Floors & Doors	$11,000.00				$0.00		$11,000.00
	CENTRIFUGE BUILDING							
90	D9 - Paint Walls, Floors & Doors	$31,000.00				$0.00		$31,000.00
91	D9 - Chemical Containment	$6,500.00				$0.00		$6,500.00
92	D9 - Piping	$5,700.00				$0.00		$5,700.00
	DIVISION 10 - SPECIALTIES							
93	D10 - Fire Extinguishers	$400.00				$0.00		$400.00
94	D10 - Project Signs	$6,700.00				$0.00		$6,700.00
	DIVISION 11 - EQUIPMENT							
	SITE							
95	D11 - Influent Pump Station - Submersible Pumps	$189,200.00	$0.00	$18,920.00	$0.00	$18,920.00	10.0%	$170,280.00
96	D11 - Plant Drain Pump Station Submersible Pumps	$89,400.00	$0.00	$8,940.00	$0.00	$8,940.00	10.0%	$80,460.00
	CENTRIFUGE BUILDING							
97	D11 - Centrifuge System	$619,200.00				$0.00		$619,200.00
98	D11 - Digester Sludge Pump	$30,000.00				$0.00		$30,000.00
99	D11 - Inline Grinder	$34,500.00				$0.00		$34,500.00
100	D11 - Polymer Feed System	$32,900.00				$0.00		$32,900.00
101	D11 - Polymer Bulk Tank	$7,800.00				$0.00		$7,800.00
	UV BUILDING							
102	D11 - UV System with Controls	$303,900.00	$0.00	$30,390.00	$0.00	$30,390.00	10.0%	$273,510.00
	HEADWORKS BUILDING							
103	D11 - Mechanical Bar Screen w/Controls	$159,000.00				$0.00		$159,000.00
104	D11 - Washer/Compactor w/Controls	$85,600.00				$0.00		$85,600.00
105	D11 - Grit Removal System w/Controls	$262,000.00				$0.00		$262,000.00
	EXISTING DIGESTER							
106	D11 - Digester Aeration & Mixing System w/Controls	$670,000.00				$0.00		$670,000.00
	EXISTING SBR TANKS							
107	D11 - MCP w/ PLC & Instrumentation	$274,800.00				$0.00		$274,800.00
	DIVISION 13 - SPECIAL CONSTRUCTION							
	SCADA / INTEGRATION							
108	D13 - SCADA, Control Panels, MCC, Field Instrumentation	$765,000.00				$0.00		$765,000.00
	DIVISION 14 - CONVEYING SYSTEMS							
	CENTRIFUGE BUILDING							

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Progress Estimate - Lump Sum Work

Contractor's Application

For (Contract):	CHARLES TOWN WASTEWATER TREATMENT PLANT IMPROVEMENTS PROJECT	Application Number:	1
Application Period:	10/3/22-10/26/22	Application Date:	11/4/2022

			Work Completed		E	F		G
A		B	C	D				
Schedule of Values Item No.	Description	Scheduled Value ($)	From Previous Application (C+D)	This Period	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F / B)	Balance to Finish (B - F)
109	D14 - Hoist & Monorail	$27,700.00				$0.00		$27,700.00
	HEADWORKS BUILDING							
110	D14 - Screw Conveyor	$70,200.00	$0.00	$7,020.00	$0.00	$7,020.00	10.0%	$63,180.00
	DIVISION 15 - MECHANICAL							
	PROCESS PIPING							
111	D15 - Influent PS - DI Pipe, Fittings, Valves & Sch 40 Stilling Well	$49,000.00				$0.00		$49,000.00
112	D15 - Effluent PS- Sch 40 Stilling Well	$3,900.00				$0.00		$3,900.00
113	D15 - Plant Drain PS - DI Pipe, Fittings, Valves & Sch 40 Stilling Well	$19,500.00				$0.00		$19,500.00
114	D15 - Plan Drain PS - New Top Slab w/Hatch & Vent Pipe	$5,000.00				$0.00		$5,000.00
115	D15 - Plant Drain PS - Portable Hoist w/Socket	$3,000.00				$0.00		$3,000.00
116	D15 - Electrical Bldg- 12" Lug Style BF Valve w/SS Flange Spool	$10,700.00				$0.00		$10,700.00
117	D15 - Centrifuge Bldg. - DI Pipe, Fittings & Valves	$86,800.00				$0.00		$86,800.00
118	D15 - Centrifuge Bldg. - Sch 80 PVC Polymer Feed System	$27,100.00				$0.00		$27,100.00
119	D15 - Sludge Transfer Pump Bldg - DI Pipe, Fittings & Valves	$5,700.00				$0.00		$5,700.00
120	D15 - Headworks Bldg. - DI Pipe, Fittings & Valves	$47,200.00				$0.00		$47,200.00
121	D15 - Headworks Bldg. - Sch 80 PVC Drains	$9,000.00				$0.00		$9,000.00
122	D15 - Ex. Digester Bldg. Mixing Sys. Air Comp. Room - 2" SS Air Pip	$11,600.00				$0.00		$11,600.00
123	D15 - Ex. Digester Bldg. Mixing Sys. Air Comp. Room - 2" Sch 40 PV	$3,200.00				$0.00		$3,200.00
124	D15 - Ex. Digester Tank - 6" DI Pipe & Fittings w/Elec. Actuated T-Va	$43,000.00				$0.00		$43,000.00
125	D15 - Ex. Digester Tank - 10" SS Pipe & Valve Air Supply Line to Mai	$19,500.00				$0.00		$19,500.00
126	D15 - Ex. Digester Tank - Pipe Penetrations to Tank by Mack Ind.	$15,700.00				$0.00		$15,700.00
127	D15 - Digester Blower Pad - 10" & 8" SS Pipe, Fittings & Valves	$15,800.00				$0.00		$15,800.00
128	D15 - SBR Tanks - Install Process Sensors & Instrumentation	$12,000.00				$0.00		$12,000.00
	PLUMBING							
129	D15 - Headworks Bldg. - Sch 80 PVC Water Pipe, Fittings, Valves, BF	$35,800.00				$0.00		$35,800.00
130	D15 - Centrifuge Bldg. - Sch 80 PVC Water Pipe, Fittings, Valves, BFI	$46,200.00				$0.00		$46,200.00
131	D15 - Centrifuge Bldg. - Sch 80 PVC Drain Pipe, Fittings, Floor Drains	$16,700.00				$0.00		$16,700.00
132	D15 - Centrifuge Bldg. - Plumbing Fixtures & Eyewash/Shower	$32,800.00				$0.00		$32,800.00
	HVAC							
133	D15 - Electrical Bldg. - Split System HVAC Unit	$22,600.00				$0.00		$22,600.00
134	D15 - Centrifuge Bldg. - Exhaust Fans, Louvers, Unit Heaters	$29,900.00				$0.00		$29,900.00
	DIVISION 16 - ELECTRICAL							
	ELECTRICAL WORK BY S&S ELECTRIC							
135	D16 - Electrical Demolition	$163,500.00				$0.00		$163,500.00
136	D16 - Lighting - Material	$11,300.00				$0.00		$11,300.00
137	D16 - Lighting - Labor	$8,900.00				$0.00		$8,900.00
138	D16 - Gear - Material	$278,300.00				$0.00		$278,300.00
139	D16 - Gear - Labor	$60,900.00				$0.00		$60,900.00

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Progress Estimate - Lump Sum Work

Contractor's Application

For (Contract):	CHARLES TOWN WASTEWATER TREATMENT PLANT IMPROVEMENTS PROJECT	Application Number:	1
Application Period:	10/3/22-10/26/22	Application Date:	11/4/2022

			Work Completed		E	F		G
A		B	C	D	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F / B)	Balance to Finish (B - F)
Schedule of Values Item No.	Description	Scheduled Value ($)	From Previous Application (C+D)	This Period				
140	D16 - Emergency Generator - Material	$382,500.00				$0.00		$382,500.00
141	D16 - Emergency Generator - Labor	$22,700.00				$0.00		$22,700.00
142	D16 - Devices - Material	$5,600.00				$0.00		$5,600.00
143	D16 - Devices - Labor	$7,300.00				$0.00		$7,300.00
144	D16 - Boxes/Troughs - Material	$101,900.00				$0.00		$101,900.00
145	D16 - Boxes/Troughs - Labor	$59,900.00				$0.00		$59,900.00
146	D16 - SCADA Equipment Install - Labor	$25,800.00				$0.00		$25,800.00
147	D16 - Conduit - Material	$380,500.00				$0.00		$380,500.00
148	D16 - Conduit - Labor	$634,000.00				$0.00		$634,000.00
149	D16 - Cable - Material	$487,600.00				$0.00		$487,600.00
150	D16 - Cable - Labor	$358,000.00				$0.00		$358,000.00
151	D16 - Grounding - Material	$12,000.00				$0.00		$12,000.00
152	D16 - Grounding - Labor	$20,700.00				$0.00		$20,700.00
153	D16 - Temporary Electric	$53,500.00				$0.00		$53,500.00
	BID ALTERNATE A - INFLUENT METERING VAULT							
154	Bonds & Insurance	$2,800.00				$0.00		$2,800.00
155	Demolition	$14,000.00				$0.00		$14,000.00
156	Excavation & Backfill	$7,600.00				$0.00		$7,600.00
157	Precast Concrete Vault	$23,000.00				$0.00		$23,000.00
158	Piping, Fittings, Valves & Supports	$45,000.00				$0.00		$45,000.00
159	16" Mag Meter	$14,600.00				$0.00		$14,600.00
160	Electrical Material	$16,000.00				$0.00		$16,000.00
161	Electrical Labor	$29,000.00				$0.00		$29,000.00
	BID ALTERNATE B - WAS METERING VAULT							
162	Bonds & Insurance	$4,400.00				$0.00		$4,400.00
163	Demolition	$14,700.00				$0.00		$14,700.00
164	Excavation & Backfill	$10,200.00				$0.00		$10,200.00
165	Precast Concrete Vault	$21,000.00				$0.00		$21,000.00
166	Piping, Fittings, Valves & Supports	$65,600.00				$0.00		$65,600.00
167	Flow Meters	$17,100.00				$0.00		$17,100.00
168	Misc. Metals	$23,000.00				$0.00		$23,000.00
169	Electrical Material	$33,000.00				$0.00		$33,000.00
170	Electrical Labor	$46,000.00				$0.00		$46,000.00
	SubTotal	**$10,151,000.00**	**$0.00**	**$287,620.00**	**$0.00**	**$287,620.00**	**2.8%**	**$9,863,380.00**

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Stored Material Summary

Contractor's Application

For (Contract): CHARLES TOWN WASTEWATER TREATMENT PLANT IMPROVEMENTS PROJECT								Application Number: 1			
Application Period: 10/3/22-10/26/22								Application Date: 11/4/2022			
A		B	C		D		E		F		G
					Stored Previously				Incorporated in Work		
Bid Item No.	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Storage Location	Description of Materials or Equipment Stored	Date Placed into Storage (Month/Year)	Amount ($)	Amount Stored this Month ($)	Subtotal Amount Completed and Stored to Date (D + E)	Date (Month/ Year)	Amount ($)	Materials Remaining in Storage ($) (D + E - F)
				Totals							

EJCDC® C-620 Contractor's Application for Payment
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CHARLES TOWN UTILITY BOARD
GD&F ENGINEER'S REPORT
November 16, 2022

Charles Town Wastewater Treatment Plant Improvements (R&R Project)

- The Contractor (Alvarez) has continued mobilizing equipment, establishing staging areas, job trailers and temporary utilities. They worked on installing erosion and sedimentation controls, performing exploratory excavation for existing underground utilities and continued excavation for the new Centrifuge Building. Demolition of the existing Sludge Pump Building and Thickened Sludge Day Tank has begun.
- Alvarez plans to continue exploratory excavation and demolition of the Sludge Tank and Building Foundation. They also plan to begin demolition work at the Digester Blower Building and near the proposed Electrical Building. They plan to prepare for the temporary bypass pumping system and construct the new storm lines near the Centrifuge Building.
- GD&F RPR, Dave Gustkey, began his full-time onsite inspection duties on Monday, November 7, 2022, and has been coordinating efforts between Alvarez and CTUB personnel.
- GD&F has received 37 submittals to date. Most of the major equipment submittals have already been reviewed and approved. Three (3) requests for information (RFI's) have been submitted to date and are currently under review.
- The first Progress Meeting was held on November 3, 2022.
- Alvarez submitted Application for Payment No. 1 in the amount of $258,858.00. This Application has been reviewed and approved by GD&F. This Application is presented in Resolution No. 001.
- See below for progress photos.

GD&F
GWIN DOBSON & FOREMAN
ENGINEERS



Demolition of Existing Sludge Day Tank

ALTERNATE MAINLINE SEWAGE COLLECTION SYSTEM AGREEMENT

THIS AGREEMENT (the "Agreement") is made and effective this _____ day of _____, 2022, by and between the CITY OF CHARLES TOWN, by and through the CHARLES TOWN UTILITY BOARD, (hereafter, "CTUB") and D.R. HORTON (hereafter " the DEVELOPER").

WHEREAS, CTUB has been authorized by City Ordinance Chapter 13, Article II to develop sewage collection and treatment facilities throughout its service area, together with vicinity residents and businesses, with public sewer service; and

WHEREAS, CTUB wishes to make public sewage collection and treatment facilities available to the greatest number of residential, commercial and industrial customers located within the service area as expeditiously as possible; and,

WHEREAS, the DEVELOPER is planning to develop certain lands known as Stonecrest Subdivision (the "Development") located within CTUB's service territory within Jefferson County for residential development; and,

WHEREAS, the Development will be located along Flowing Springs Road approximately 3,000 feet north of the intersection with Old Country Club Road; and

WHEREAS, the DEVELOPER intends to construct up to 325 single-family detached homes; and

WHEREAS, the DEVELOPER intends to construct on-site sewage collection systems with the development and connecting to the Aspen Green Sewage collection system including approximately 15,861 lineal feet of onsite "8" inch sewer main to the point of connection to the existing CTUB sewer system, along with associated the associated service laterals and manholes (the "Sewage Collection Systems") to service the Residential Lots, which will connect to the sewage collection system of the CTUB; and

WHEREAS, it is in the best interest of the future users of the Development to have public sewer collection facilities available: and

WHEREAS, THE Developer has read Rule 7.4 of the Commission's Rules for the Government of Sewer Utilities that became effective on September 14, 2021, in its entirety, understands the Rule and chooses to enter into this alternate main line extension agreement.

NOW, THEREFORE, for and in consideration of the covenants and agreements set forth herein, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the BOARD and the DEVELOPER agree:

ARTICLE I

DESIGN AND REGULATORY APPROVAL

Section 1.01. The DEVELOPER hereby agrees to employ qualified professional engineers to design the on-site and off-site sewage collection system for the DEVELOPER'S project, as described in general herein. All designs will be developed at the DEVELOPER'S expense and comply with CTUB'S Sewer System Specifications. All designs shall be reviewed and approved by CTUB's engineer prior to submission to the West Virginia Bureau for Public Health and the West Virginia Division of Environmental Protection for permits to construct and prior to the commencement of construction. Neither CTUB or its engineers or agents shall bear any financial or any other responsibility for the design and construction of the Sewage Collection System.

Section 1.02. The DEVELOPER shall, at their own expense, submit the plans and specifications to the appropriate State, Federal, and local agencies for their approval. Any changes in the plans and specifications required by the governmental agencies shall be subject to the approval of CTUB.

ARTICLE II

CONSTRUCTION AND INSPECTION

Section 2.01. The DEVELOPER will construct the entire sewer pumping and collection system under this Agreement, including but not limited to, all main lines, service lines, pumping facilities, or other necessary appurtenances, for all residential, commercial, or other customers, either proposed or existing, on-site and off-site as approved by CTUB on the Development's Preliminary Plat at the DEVELOPER'S expense. All construction shall be done in accordance with the approved plans and specifications for the Development and CTUB's current specifications. The DEVELOPER shall obtain, at their own expense, with the cooperation and support of CTUB, all necessary permits, authorizations and approvals of State, Federal, and local agencies during the construction phase and shall make such changes as are required by said agencies during this phase and such changes shall not be subject to further approval by CTUB.

Section 2.02. The DEVELOPER shall, with the cooperation and support of CTUB, obtain all necessary rights-of-way, real property, easements and take all other such actions, including but not limited to, legal action, as are necessary to complete the Sewer Collection System, at the DEVELOPER'S own expense. CTUB shall, at the request of the DEVELOPER, take such actions as are permitted by law to aid in obtaining the necessary rights of way, real property or easements

on land not owned by the DEVELOPER, including, but not limited to, legal actions. The cost of said actions requested by the DEVELOPER, including amounts paid to property owners for the required real estate and easements as well as all litigation costs and taken by CTUB shall be borne by the DEVELOPER.

Section 2.03. Prior to the substantial completion of the construction of the Sewage Collection System or phase thereof, CTUB shall have the right to inspect and approve the system of phase thereof to ensure that: (1) sewage will be satisfactorily transported from the Development in accordance with the terms of this Agreement and all applicable statutes, rules, and regulations legally applicable to CTUB; (2) infiltration will be minimized; (3) illegal and improper sources of inflow are eliminated; and (4) the system was constructed using sound engineering and construction standards, and using materials in compliance with CTUB's standards and specifications.

Section 2.04. CTUB shall have the right to inspect all work of the DEVELOPER, and its contractors, during all phases of construction to insure adequate installation of the system. The DEVELOPER shall pay CTUB for its construction inspection services. All fees shall be paid by the DEVELOPER to CTUB within fifteen (15) days of the date of the preconstruction meeting. Inspection services shall be no more than $1,500.00 per week for full-time inspection services for water and sewer installation.

Section 2.05. At the conclusion of construction, The DEVELOPER shall provide to CTUB a complete set of reproducible copies of the record drawings of the completed construction for the mainline extension, signed and sealed by the engineer who prepared the plans. Also, the DEVELOPER shall provide CTUB with executed easements for all sewer mains. SEWER SERVICE FROM THE MAINLINE EXTENSION COVERED BY THIS AGREEMENT WILL NOT BE GRANTED UNTIL THE "RECORD DRAWINGS" AND THE EXECUTED EASEMENTS ARE RECEIVED BY CTUB.

Section 2.06. At all times during the construction of said sewer system, the DEVELOPER shall maintain sole ownership of said sewer system.

Section 2.07. The DEVELOPER shall complete the mainline extension covered by this Agreement within five (5) years from the date of this Agreement. Failure to do so may make this Agreement null and void as to any uncompleted portions of the mainline extension. CTUB reserves the right to require the DEVELOPER to enter into a new agreement, have a design review and secure new permitting for the completion of the Project if sufficient proof can be demonstrated that rules, regulations or surrounding conditions have changed during the five (5) year time frame.

ARTICLE III

TRANSFER OF OWNERSHIP

Section 3.01. Upon completion of the construction of the Sewage Collection System, or phase thereof, or parts of phases thereof at the discretion of CTUB, the DEVELOPER shall, with the cooperation and support of CTUB, obtain such State, Federal, and local certifications, authorizations, or approvals as required, at the DEVELOPER'S expense. After said certifications, authorizations or approvals are obtained, and the Sewage Collection System or phase thereof is completed in all respects, the DEVELOPER shall provide CTUB written notice of said completion. As used in this and subsequent Sections, "completed in all respects" includes, but is not limited to: (i) the system or phase thereof being physically complete; (ii) all testing performed by the certifying engineer; (iii)all electrical and mechanical systems inspected and certified by approved factory authorized representatives of the manufacturers; (iv) all systems or phase thereof having passed component validation, start-up and demonstration periods and training performed; (v) all engineers, material men, contractors and subcontractors of the DEVELOPER being paid for their work on said system or phase thereof; (vi) all rights of way, real property and easements required for the operation of the Sewage Collection System or phase thereof are acquired; (vii) all legal disputes regarding the Sewerage Collection System being materially resolved; and (viii) no outstanding liens on the Sewage Collection System or phase thereof existing.

Section 3.02. Upon receipt of the written notice described in Section 3.01, CTUB shall have thirty (30) days to inspect said Sewage Collection System or phase thereof and run such tests, at CTUB's sole expense, as CTUB feels are appropriate and necessary to determine that the Sewage Collection System or phase thereof has been properly designed and constructed using sound engineering and construction standards. Within the thirty (30) day period, CTUB shall provide the DEVELOPER, in writing, a list of repairs which CTUB reasonably believes are required to cause the Sewage Collection System or phase thereof to comply with the plans and specifications previously approved by CTUB, as may have been modified by the changes required by any applicable State or Federal agency or other City department, and a list of other actions, which the DEVELOPER must take so that the system or phase thereof is completed in all respects in accordance with the approved plans. The DEVELOPER, at the DEVELOPER's own expense, shall make said reasonable repairs and once said repairs have been made, the DEVELOPER will provide CTUB with an additional written notice as set forth in Section 3.01 and CTUB shall have the same rights as it had upon receipt of the initial notice. The DEVELOPER shall not connect any businesses or structures to the sewer system or phase thereof until it has been fully tested by the

engineer and CTUB and all repairs required by CTUB have been made. Notwithstanding the foregoing, if CTUB does not inspect the Sewage Collection System or phase thereof within thirty (30) days after receipt of the written notice described in Section 3.01., CTUB's right to such inspection shall terminate.

Section 3.03. If after receipt of the notice set forth in Section 3.01, CTUB determines that the Sewage Collection System or phase thereof is completed in all respects, the DEVELOPER shall deliver, and CTUB shall accept, ownership of the Sewage Collection System or phase thereof necessary to connect to the sewage collection and pumping system built as part of the Development, including rights-of-way, and all real property and easements necessary for the ownership, operation and maintenance of the Sewage Collection System or phase thereof and any required additional off-site sewage collection and pumping system. The transfer of ownership shall occur no late than fifteen (15) days after the expiration of the CTUB's right of inspection and testing, set forth in Section 3.02. At that time of the transfer of ownership of the Sewage Collection System or phase thereof to CTUB, to the extent that any of the DEVELOPER'S funds are bonded or subject to a letter of credit tied to the Sewage Collection System or phase thereof, DEVELOPER shall retain ownership in such funds and such funds shall be automatically returned to the DEVELOPER upon the termination of any such bond or letter of credit.

Section 3.04. Ownership of the Sewage Collection System or phase thereof and any required, additional off-site collection and pumping systems shall be transferred by the DEVELPER to CTUB prior to connection to the sewage facilities built by the DEVELOPER as part of the Development.

Section 3.05. Prior to the transfer of ownership of the Sewage Collection System or phase thereof to CTUB, when the DEVELOPER applies for a building permit to construct a residential, commercial or industrial building in the Development, the DEVELOPER shall pay to CTUB (i) a non-refundable tap and inspection fee pursuant to approved CTUB tariff and (ii) a non-refundable capacity improvement fee pursuant to the approved CTUB tariff. Payments shall be made on the same date the DEVELOPER applies for a building permit to construct the residential, commercial or industrial building in the Development, which will result in said additional Customer. Notwithstanding the foregoing, CTUB shall only be entitled to retain a DEVELOPER tap or connection fee if CTUB, using its own resources, actually installs or inspects the tap and/or connection line and physically connects or inspects the connection to the customer's service. Once CTUB collects a tap or connection fee in accordance with the terms of this Agreement, CTUB shall not be permitted to collect from the customer any additional tap or service connection fee. CTUB

shall only be permitted to collect one tap or connection fee per service connection in accordance with its Tariff on file with the PSC. CTUB's right to either retain the DEVELOPER's tap or connection fee deposit or to assess a tap or connection fee from a customer is contingent upon CTUB installing the tap and/or connection line, which physically connects a customer's service to the DEVELOPER's collection system.

ARTICLE IV

DEVELOPER REIMBURSEMENT

Section 4.01. CTUB will not reimburse the Developer for the installation, cost or any other costs associated with the installation and construction of the Sewage Collection System. Developer expressly waives any right to reimbursement under the PSC Rules and Regulations for the Government of Sewer Utilities, 150 CSR 5, Rule 7.4, a copy of which is attached hereto as Exhibit A, and made a part hereof, and understand that CTUB's extension of service outlined in the Agreement herein shall be construed as an exemption to Rule 7.4. The Developer will collect reimbursement through appropriate pricing of real estate within its Development.

Section 4.02. Not later than fifteen (15) business days following the time of the transfer of ownership of the Sewage Collection System or phase thereof as provided in Article III, Developer shall provide CTUB with an itemized accounting of the costs of the Sewage Collection System or phase thereof. The costs shall include, but not limited to, labor, materials, engineering fees and costs of permits. CTUB shall have a right to review copies of the records of Developer relating to the development of the Sewage Collection System and Developer shall, at the request of CTUB, provide CTUB with copies of all invoices relating to the development of the Sewage Collection System or phase thereof. CTUB shall verify the total cost of the Sewage Collection System or phase thereof and shall give notice in writing to Developer of CTUB's calculation of the total cost of the Sewage Collection System or phase thereof (the "Project Cost").

ARTICLE V

CONDITIONS PRECEDENT

Section 5.01. This Agreement and the respective obligations of the parties are expressly conditioned upon the decision by the DEVELOPER, such decision to be made in the sole and absolute discretion of the DEVELOPER, to commence construction of the Development and upon the written approval of this Agreement by the PSC.

Section 5.02. The DEVELOPER waives the right to receive an estimate of the cost of the extension.

Section 5.03. As a condition to obtaining a main extension, the DEVELOPER shall grant CTUB the necessary easements which would allow CTUB to make future extensions into unserved areas. Such future extensions shall not adversely affect the intended use of the Developer's Property nor shall Developer incur any additional cost for granting of said easement or construction within the easement(s).The granting of the necessary easements by the Developer to CTUB shall be made without CTUB being required to pay additional consideration for the additional easements to the DEVELOPER, but shall be in such locations as shown on the approved Preliminary Plat for the Country Club Commons Development. CTUB has the right to further extend mains from and beyond the terminus of the mains constructed pursuant to this Agreement. In such an event, the DEVELOPER shall not be entitled to any refund for the connection of customers to such extension.

ARTICLE VI

SUBSEQUENT CONNECTIONS

Section 6.01. The DEVELOPER agrees that after the transfer of the ownership of the Sewage Collection System, or any portion thereof, to CTUB, the DEVELOPER shall be assessed, to the extent DEVELOPER owns the property for which a connection is requested, for each new connection upon the issuance of a sewer availability letter (i) a non-refundable tap and inspection fee pursuant to approved CTUB tariff and (ii) a non-refundable capacity improvement fee pursuant to the approved CTUB tariff. Payments shall be made on the same date the DEVELOPER applies for a building permit to construct the residential, commercial or industrial building in the Development, which will result in said additional Customer. Notwithstanding the foregoing, CTUB shall only be entitled to retain a DEVELOPER tap or connection fee if CTUB, using its own resources, actually installs or inspects the tap and/or connection line and physically connects or inspects the connection to the customer's service. Once CTUB collects a tap or connection fee in accordance with the terms of this Agreement, CTUB shall not be permitted to collect from the customer any additional tap or service connection fee. CTUB shall only be permitted to collect one tap or connection fee per service connection in accordance with its Tariff on file with the PSC. CTUB's right to either retain DEVELOPER's tap or connection fee deposit or to assess a tap or connection fee from a customer is contingent upon CTUB installing the tap and/or connection line, which physically connects a customer's service to the DEVELOPER's collection system.

Section 6.02. The DEVELOPER hereby agrees that in the event that the DEVELOPER transfers, prior to completion, any portion of DEVELOPER'S land in the Development to any individual, corporation or other entity who will continue to engage in development of said land as contemplated by this Agreement, resulting in additional customers for CTUB, the DEVELOPER

shall require, as a term of said transfer, that said individual, corporation or other entity assume the obligations of this Agreement.

ARTICLE VII

REPRESENTATIONS AND WARRANTIES

Section 7.01. The parties represent and warrant that the execution, delivery and performance of this agreement by them has been duly authorized and this agreement constitutes a valid and binding obligation of the parties in force full and accordance with its terms.

Section 7.02. The DEVELOPER represents and warrants that the Sewage Collection System or phase thereof will be designed and constructed in a proper workmanlike manner using sound principles of engineering and construction. The DEVELOPER hereby warrants DEVELOPER'S work on the Sewage Collection System's or phase thereof electrical and mechanical components, pump stations and treatment facilities for one (1) year from the date of the transfer of ownership of the Sewage Collection System or phase thereof to CTUB and, during such period, will make such repairs at the DEVELOPER'S expense, as are needed to maintain the Sewage Collection System or phase thereof in a proper operating condition in accordance with the approved plans therefore. CTUB will be responsible for reasonable maintenance of the system according to sound operating procedures and manufacturer's recommendations. The DEVELOPER will not be responsible for repairs due to CTUB failing to reasonably maintain the system.

Section 7.03. Upon notice from CTUB that all construction and testing requirements have been met, DEVELOPER shall post a one (1) year warranty bond in an amount sufficient to replace the system or phase thereof constructed by the DEVELOPER. The amount of the bond shall be 100-percent of the cost of the improvements to be bonded at that time, and shall be for a period of 365 days that will begin on the date ownership of the On-Site and Off-Site Sewage Collection System or phase thereof is transferred to CTUB, At the conclusion of such one (1) year period, any warranty bond with respect to the Sewage Collection System or phase thereof shall automatically terminate and all bonded funds shall automatically be returned to the DEVELOPER.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

Section 8.01. This Agreement shall in no manner alter or affect presently existing rates, charges, minimums or tariffs of CTUB and the same rates, fees, charges, minimums and tariffs shall apply uniformly to all customers of the District. This Agreement shall at all times be subordinate to any present or future trust indentures or other similar liens on the assets of CTUB, and the parties hereto recognize the priority of any such obligations and upon occurrence of default or assumption of operation and control by the trustee or holders of the bonds of CTUB this Agreement shall be subordinate to such obligations.

Section 8.02. Nothing in this Agreement shall be construed to make CTUB or its engineer and agents liable or responsible for any obligations of the DEVELOPER.

Section 8.03. The DEVELOPER hereby agrees to save and indemnify and keep harmless CTUB, its engineer and agents against all liability claims and judgments or demands for damages arising from accidents to third persons occurring prior to date of the transfer of the ownership of the Sewage Collection System or phase thereof to CTUB, or to property owned by third persons occasioned by the DEVELOPER, its agents, employees, contractors and subcontractors, and against all claims for damages arising from accidents to the DEVELOPER, its agents, employees, contractors and sub-contractors, occasioned by third persons occurring prior to the date of the transfer of the Sewage Collection System to CTUB, except for those legally attributable to CTUB, its engineer or agents, other than the DEVELOPER, or employees of CTUB. The DEVELOPER will defend any and all suits that may be brought against CTUB on account of any such accidents (except those legally attributable to CTUB, its engineer or agents, other than Developer, or employees of CTUB) and will make good to, and reimburse, CTUB for any reasonable, out-of-pocket expenditures (including, but not limited to reasonable legal fees and expenses) that CTUB may make by reason of such accidents.

Section 8.04. The DEVELOPER hereby agrees to save and indemnify and keep harmless CTUB, its engineer and agents from all claims, demands, causes of action, or suits of whatever nature arising out of the labor and materials used by the DEVELOPER and their contractors or sub-contractors, and from all laborers', materialmen's and mechanics' liens upon the Sewage Collection System or upon the property upon which the Sewage Collection System is located arising out of the labor and materials used by the DEVELOPER and its contractors or sub-contractors, and the DEVELOPER shall keep the Sewage Collection System or phase thereof and said property free and

clear of all liens, claims and encumbrances until the time of the transfer of ownership of the Sewage Collection System or phase thereof to CTUB.

Section 8.05. Upon transfer of the ownership of the Sewage Collection System or phase thereof to CTUB, nothing in this Agreement shall be construed to provide the DEVELOPER with any ownership or other interest in the Sewage Collection System or phase thereof which will become the exclusive property of CTUB, or with a right to be reimbursed by CTUB for any and all construction cost, except as provided in this Agreement.

Section 8.06. The DEVELOPER hereby agrees to not pursue any lawsuit, cause of action, or claim of any kind against CTUB regarding insufficient sewage treatment capacity.

Section 8.07. This Agreement constitutes the entire Agreement between CTUB and the DEVELOPER with respect to the matters addressed and may be amended only in a subsequent writing executed by both parties.

Section 8.08. This Agreement may not be assigned by CTUB without the prior written consent of the other party. The DEVELOPER may assign this Agreement without the consent of CTUB if the DEVELOPER sells all or any portion of the Development.

Section 8.09. The article and section headings in this Agreement are merely for the convenient reference of the parties and shall not affect the meaning or interpretation of this Agreement.

CHARLES TOWN UTILITY BOARD

By:_____

Its: _____

ATTEST:

_____

By:_____

Its: _____

ATTEST:

_____

EXHIBIT A

PUBLIC SERVICE COMMISSION RULE 7.4

Public Service Commission of West Virginia Rules and Regulations for the Government of Sewer Utilities, 150CSR7, Rule 7.4, Extension of Mains

original customer's service pipe crossing the subdivided property that will be occupied by a new customer, the original customer and new customer must have separate service pipes. The original customer must obtain a right-of-way for the original customer's service pipe on subdivided sections of property before title of such section passes to a new owner.

7.3.10. The customer's service pipe and all connections and fixtures attached thereto shall be subject to the inspection of the utility before use, and all premises, including any and all fixtures within the said premises, shall at all reasonable hours be subject to inspection by a duly authorized employee of the utility.

7.3.11. The utility shall make changes and bear the full costs of changes in the customer's service pipe required due to changes in grade, relocation of mains, and other causes not related to the customer. The customer shall bear the full costs of changes in service pipe or meter location desired by the customer for the customer's convenience.

7.3.12. The customer shall not attach any fixtures to, or make any branches in, the customer service pipe between the point of service and the premises served. Violation of this rule may result in termination of service pursuant to these rules.

7.3.13. The connection of surface drains to the sanitary system is prohibited. As a means to deter prohibited connections where surface or ground water is introduced into the sanitary system, the utility may add a surcharge to the customer's sewer bill where evidence of a violation exists. The surcharge shall be authorized by separate schedule to the utility's sewer tariff filed pursuant to the *Rules for the Construction and Filing of Tariffs*, 150CSR2, but the utility need not file revenue, expense, or other financial data unless otherwise ordered by the Commission. The charge for roof drains, downspouts, storm sewers or similar facilities connected to the sanitary sewer system will be calculated by the formula or rate clearly stated in the tariff, and will not be cumulative to any metered rate for sewer service. The tariff should further provide that the surcharge will not be imposed unless and until the customer is notified by certified mail, return receipt requested, or by hand delivery, that it has been established by smoke testing, dye testing, or on-site inspection that rain or surface water is being introduced into the sanitary sewer, and that the customer has thirty (30) days to divert that water from the sanitary sewer.

7.4. Extension of mains to serve new customers.

7.4.1. A sewer utility, whether publicly or privately owned, is under a public service obligation to extend its mains, and its plant and facilities to serve new customers within its service area who may apply for service.

7.4.2. The utility shall make extensions in all cases in which the public convenience and necessity require the service, construction problems are not unusual or burdensome, and the extensions appear to be economically feasible.

7.4.3. For any proposed extension of mains, a reasonable relationship should exist between the per customer investment to serve new customers and the per customer investment to serve old customers.

7.4.4. A utility shall make every effort to install its main line in the public road right-of-way or in a utility right-of-way abutting the public road right-of-way.

7.4.5. Extension for general sewer service.

7.4.5.a. The utility will respond to all inquiries regarding new sewer service, whether oral or

written, by explaining all available options for obtaining service under these rules.

7.4.5.b. The utility will, upon written request for service in the form of Sewer Form No. 4, by a prospective customer or group of prospective customers located in the same neighborhood, determine the necessary size of main required to give service and make an estimate of the cost of providing the requested service, using the form of Sewer Form No. 5, including pipe, valves, manholes, fittings, necessary materials, permits, labor costs incurred by the utility when the utility externally contracts for the construction of the extension, or internal labor costs, provided such internal or external costs are not recovered in existing rates, and other applicable related costs. When a road crossing(s) is (are) necessary to serve the customer(s) requesting service, the cost estimate shall not include costs attributable to extending the main across the first road (closest to the already existing main), but shall include the costs of installing the main across a second and any subsequent road(s). The utility will provide the written estimate calculated using Sewer Form No. 5 to the customer in the form of Sewer Form No. 6, no more than forty-five (45) days from the receipt by the utility of the written request for service. The written estimate shall include an estimated construction start date and an estimated time of construction. If the prospective customer believes that any part of the estimate is unreasonable, the customer is free to pursue an informal request for assistance from the Commission staff or to file a complaint with the Commission. Further, the utility and the customer shall execute a Main Line Extension Agreement. Commission Staff may be consulted to provide assistance and sample forms. The agreement must include as an attachment a copy of this extension rule. The utility shall keep an executed copy of the agreement for at least six (6) years. The length of the extension required shall be that length required to extend from the new proposed service area to the nearest point of connection to the utility system having sufficient excess capacity to provide service at maximum demand.

7.4.5.c. Whenever the utility is required to extend service from an existing main to property that does not immediately abut the utility's right-of-way or the public road that contains the utility main, the extension shall be considered a main extension and the cost responsibility shall be determined under Sewer Rule 7.4.5.

7.4.5.d. Where the cost of the extension does not exceed the estimated total net revenue, as calculated below, from prospective customers whose service pipes will immediately be connected directly to the extension and from whom the utility has received applications for service upon forms provided by the utility for this purpose, the utility will install, at its own cost and expense, the necessary extension; provided, that the patronage or demand will be of such permanency as to warrant the capital expenditure involved.

7.4.5.d.1. Net annual revenue shall be gross annual revenue minus an amount equal to the excess usage leak adjustment rate approved for the utility times the applicant's usage used for the purposes of this rule, with this difference further reduced for any revenue based taxes.

7.4.5.d.2. The utility will base revenue on the average usage by customer class at the time of the extension, unless circumstances of the applicant show this would result in significant error. For non-residential units, the utility will base annual revenue on typical consumption for comparable units published by the American Water Works Association.

7.4.5.d.3. Estimated total net revenue for private, for profit, utilities will be calculated as six (6) times estimated net annual revenue. Each such utility shall file for a utility-specific line extension multiplier within twelve (12) months of the effective date of these rules.

7.4.5.d.4. The utility-specific line extension multiplier for private, for profit, utilities shall be based on one (1) divided by the utility's net fixed charge rate. The net fixed charge rate shall

equal a function of the utility's weighted cost of capital, applicable income tax rates, and the Commission approved depreciation accrual rate.

7.4.5.d.5. Estimated total net revenue for associations, municipal, and public service district utilities will be calculated as five (5) times estimated net annual revenue. If the Commission approved excess leak adjustment for the utility fails to include all of the incremental costs of serving a new customer that should properly be netted out from the total revenues of the utility, the utility may apply to the Commission for a determination of the proper amount to be deducted from gross revenues to arrive at an appropriate determination of net revenue.

7.4.6. Extensions beyond the limit of utility-financed extensions of general sewer service.

7.4.6.a. If the utility-estimated cost of the proposed extension required in order to furnish general sewer service exceeds the utility's estimate of total net revenue as determined by Sewer Rule 7.4.5.d., the utility will make the extension if the applicant or the applicant's authorized agent contracts for the extension and deposits in advance with the utility the estimated cost of the extension over and above the limit of the utility-funded portion of the extension. The utility shall not pay nor be liable for any interest on such cash deposits. The utility shall make the extension after receiving the cash deposit. The utility shall, for each bona fide new customer who, within a period of ten (10) years from the making of such extension, directly connects to the extension between its original beginning and original terminus refund to the original depositor(s), an amount equal to the estimated total net revenue of the new customer as determined by Sewer Rule 7.4.5.d., but in no event shall the aggregate refund made to the depositors exceed the original deposit. Provided, however, that associations, public service districts and municipal sewer utilities may elect to refund the estimated amount over a period of five (5) years making payments no less frequently than every six (6) months.

7.4.7. Alternate Depositor-Financed Extension Plan.

7.4.7.a. Qualifying utilities. -- The above requirements notwithstanding, the utility may decline to finance the portion of a requested extension that would be utility-funded, if it can demonstrate that it has no prospect of any reasonable internal or external financing through commercial loans, grants, or through an installment arrangement with an entity installing the extension or providing the necessary materials.

7.4.7.a.1. If the utility declines to finance the portion of a requested extension that would be the financial responsibility of the utility, the utility shall file for a waiver of the extension rule within sixty (60) days of the written request.

7.4.7.a.2. Before filing for a waiver, the utility must first estimate the extension costs.

7.4.7.a.3. A request for a waiver by a utility shall be accompanied by supporting documentation justifying its request, including cost estimates, documentation of inability to finance, internally or externally, through commercial loans, grants or an installment arrangement with an entity installing the extension or providing the necessary materials.

7.4.7.a.4. If the Commission finds that the utility has reasonably declined to finance the portion of the requested extension that would otherwise be utility-funded, the Commission shall authorize the use of the alternate depositor-financed extension plan as described below.

7.4.7.b. Description of alternate depositor-financed extension plan. -- Under the alternate depositor-financed extension plan, the utility shall make the extension after:

7.4.7.b.1. receiving a cash deposit equal to the full amount of the extension cost; and

7.4.7.b.2. agreeing to give the depositor(s), who is a customer, a monthly bill credit totaling one hundred percent (100%) of the actual net bill(s) from the date service is initiated and until the total credits given equal the estimated total net revenue as defined in Sewer Rule 7.4.5.d.; and

7.4.7.b.3. agreeing to refund to the original depositor(s) an amount equal to estimated total net revenue as defined in Sewer Rule 7.4.5.d. of each bona fide customer, other than the depositor(s), who, within a period of ten (10) years from the construction of the extension, directly connects to the extension between its original beginning and the original terminus. The refund may be spread out over a five (5) year period with the utility making payments no less frequently than every six (6) months. The refunds shall continue until the total refunds given equal the estimated total net revenue as defined in Sewer Rule 7.4.5.d.

7.4.7.c. In no event shall the total refund made to the depositor(s) under Sewer Rule 7.4.7.b.3. exceed the original deposit of the depositor(s).

7.4.7.d. The utility shall not pay nor be liable for any interest on the cash deposits associated with line extensions.

7.4.8. General provisions.

7.4.8.a. If the actual cost of the extension is less than the estimated cost, the utility will refund the difference as soon as the actual cost is ascertained, but in no event later than ninety (90) days after completion of construction of the extension. When the actual cost of the extension exceeds the estimated cost, the utility will bill the depositor for the difference between the estimated and the actual cost. The utility will not pay interest on the applicant's payment or on any balance that is refunded.

7.4.8.b. In estimating the cost of an extension, the utility will base the estimate on the diameter of the pipe to be used; provided, that the estimated cost to the customer or customers shall not be based on a pipe diameter greater than the diameter of the main from which the extension is to be made, unless actual use estimated for the proposed customer or customers required a larger pipe.

7.4.8.c. Extensions made under this rule shall be and remain the property of the utility.

7.4.8.d. The utility reserves the right to further extend its sewer mains from and beyond the extension made under this rule, and the depositor or the depositor's agent paying for an extension shall not be entitled to any refund for customers attaching to such further extension or branch mains so installed.

7.4.8.e. In determining the length of main extensions or of sewer line to be installed in an urban area when land is subdivided in lots, the main, or sewer line (if installed by an entity other than a utility), shall be extended to fully cover the frontage of the property and if the last lot to be served is a corner lot, the terminal point of the extension made hereunder shall be located so that the sewer line ties in with the intersecting street. If there is no main located in the intersecting street, the terminal point of the extension shall be located at the nearest street line of the intersecting street. In rural areas or open land areas, the extension required will be that length necessary to adequately serve the applicant.

7.4.8.f. Before sewer lines are laid in any new subdivision, the road surface shall be brought to the established sub-grade as determined by the agency having jurisdiction.

7.4.8.g. This rule shall not be construed as prohibiting the utility from entering into an agreement with a customer that complies with the Commission approved checklist attached hereto as Sewer Form No. 7, in providing an alternate plan for a main extension. Commission Staff may be consulted to provide assistance and sample forms. In providing an alternate plan for main extensions a utility may not discriminate between customers whose service requirements are similar. The agreement shall be filed with and approved by the Commission prior to the implementation or execution of the agreement by any of the parties. The agreement shall include the name, address and phone number of the parties to the agreement. The agreement shall also include a provision explaining why the utility is not funding the extension. The agreement must attach a copy of Sewer Rule 7.4., and a statement signed by the prospective customer that he has reviewed and understands the provisions of Sewer Rule 7.4.6. which entitle a customer to refunds and that he knowingly waives such rights, if applicable. Failure to obtain Commission approval will result in the loss of the right to obtain reimbursement from the utility. If an entity other than the utility constructs the extension, upon completion of construction and proper utility inspection of the extension, the utility shall initiate service only after proper transfer of title to all facilities including property, plant and rights-of-way incidental to the furnishing of utility service.

7.4.8.h. Contract for service. -- A utility is not required to make utility-funded extensions or refunds as described in this rule unless those to be served by such extensions shall guarantee to the utility that they will take the service at the premises within thirty (30) days after service is available or as otherwise mutually agreed in a user's agreement.

7.4.8.i. Construction conditions. -- A utility will undertake construction of line extensions, as provided in this rule, promptly after all applications are completed, necessary right-of-way agreements or rights of entry are delivered to the utility, and all prospective customers have signed contracts.

7.4.8.j. Right-of-Way.

7.4.8.j.1. If construction of an extension involves the acquisition of a private right-of-way, then the prospective customer shall attempt to secure the right-of-way and deliver it to the utility free of cost before construction of the extension begins.

7.4.8.j.2. If, however, it is not reasonably possible for the prospective customer or customers to secure the right-of-way, and the construction of an extension involves the utility's incurring expense for right-of-way easements, either by purchase or condemnation, the utility will add those costs to the total cost of the extension.

7.4.8.j.3. As a condition to obtaining a main extension, property owner or developer must grant the utility the necessary easements which would allow the utility to make future extensions into unserved areas. The property owner or developer will grant the necessary easements without requiring the utility to pay additional consideration for the additional easements to the property owner or developer. If the property owner or developer is unwilling to grant the additional easements, the utility shall not be required to extend its main to serve the property owner or developer.

7.4.8.k. Upon the proper filing of a Tariff Rule 42A, 42R, 42T, 19A, or 19R rate case or a certificate case filed pursuant to W. Va. Code §24-2-11 by the utility, the utility may seek to include in its tariff a Capacity Improvement Fee, Capacity Assurance Fee or such other fee or charge designed to raise capital to cover the cost of future capacity expansion to be assessed against customers or entities creating those costs.

7.4.9. Community infrastructure investment agreements with municipal utilities and public

service districts.

7.4.9.a Municipal utilities and public service districts may enter into "community infrastructure investment agreements" in accordance with the provisions of W. Va. Code §22-28-1 et seq.

7.4.9.b. A utility that has entered into "community infrastructure investment agreements" pursuant to W. Va. Code §22-28-1 et seq. shall maintain separate books and records for the project areas involved in the agreements. For purposes of this section, the project areas for which separate books and records are required include plant upgrades and stand alone systems.

7.4.9.c. A utility that has entered into "community infrastructure investment agreements" pursuant to W. Va. Code §22-28-1 et seq. shall file (i) a copy of the certificate of appropriateness, (ii) a copy of the community infrastructure investment agreement, and, if necessary, (iii) a new tariff containing rates applicable to the new service area. The utility shall file the required documents with the Commission no later than thirty (30) days of the date the project is transferred to the utility.

7.4.9.d. If rates for the new customers served by a public service district's project are higher than the rates for the public service district's existing customers, the public service district shall, within ninety (90) days of the date the project is transferred to the public service district, make a formal rate application with the Commission in order to justify the higher rates to the new customers. A municipality shall enact an ordinance increasing rates, if necessary, within ninety (90) days of the date the project is transferred to the municipality.

§150-5-8. Safety requirements.

8.1. Accidents.

8.1.1. Records. -- A utility shall keep a record of every accident occurring in connection with the operation of its treatment plant, property and equipment whereby any person is killed or seriously injured, or any substantial amount of property damaged or destroyed, with a full statement of the cause of the accident and the precautions taken to prevent similar accidents in the future.

8.1.2. Electric shock. -- A utility shall instruct its employees engaged in electrical work in the practice and use of accepted rules and proper procedure for resuscitation from electric shock.

8.1.3. Asphyxiation. -- A utility shall inform its employees who must work in manholes and pits of the dangers of asphyxiation and instruct them in the practice and use of accepted rules for detection of dangerous gases, as well as the proper procedure for treating victims.

§150-5-9. Creation or alteration of public service districts.

9.1. Creation or alteration of a public service district.

9.1.1. A county commission upon entering an order on its own motion, or upon receipt of a petition, or upon receipt of a recommendation of the Commission, proposing the creation, enlargement, reduction, merger, dissolution, or consolidation of a public service district pursuant to W. Va. Code §16-13A-2, shall:

9.1.1.a. At the same session, fix a date of hearing in the county which date shall be not more than forty (40) days nor less than twenty (20) days from the date of the action;

EXHIBIT B

DEVELOPER'S PROJECT

The Sewage Collection System to be constructed by Developer is described in the attached pages.

WV STATE GRID NORTH (NAD83)

EX. 30' PRESCRIPTIVE WVDOH RIGHT-OF-WAY

EX. UTILITY POLE (TYP.)

EX. EDGE OF PAVEMENT (TYP.)

TEMP. 2" B.O.V.

FLOWING SPRINGS ROAD - CO. ROUTE 17 30' RIGHT-OF-WAY

IG TOTONJI HOLDINGS LLC
T.M. 3, PAR. 9.4
DB. 1192 PG. 436
USE: VACANT
ZONED: RURAL

DANIELS FOREST LLC
T.M. 3, PAR. 9.2
DB. 1168 PG. 718
USE: VACANT/FARM
ZONED: RURAL

OPEN SPACE C

OPEN SPACE B

OPEN SPACE D

OPEN SPACE E

OPEN SPACE F

ATKINSON ST.

STONECREST AVE.

SANDERS WAY

CHILTOWAY

BALTIMORE

MATCHLINE
SEE SHEET 31

MATCHLINE
SEE SHEET 34

S85°39'24"E
2610.71'

N07°57'42"E
1287.80'

GRAPHICAL SCALE: 1"=50'

UTILITY PLAN LEGEND:

- SANITARY SEWER MAIN
- SANITARY SEWER MANHOLE
- SANITARY SEWER LATERAL & CLEANOUT
- STORM SEWER MAIN
- STORM SEWER CURB INLET / DROP INLET / MANHOLE
- STORM SEWER OUTFALL & END SECTION W/ OUTLET PROTECTION
- WATER MAIN
- FIRE HYDRANT
- WATER SERVICE LINE & METER
- WATER VALVE / TEE WITH VALVES / HORIZONTAL BEND

INTEGRITY
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JASON P. RUSSELL
LICENSED PROFESSIONAL ENGINEER
ADVANCE COPY NOT FOR CONSTRUCTION
SEAL:

REVISIONS

1. 10/11/2022 - WVDOH COMMENTS
2. 10/25/2022 - JEFFERSON UTILITIES AND CTUB COMMENTS

UTILITY PLAN

STONECREST SUBDIVISION

TAX MAP 3, PARCEL 9; D.B. 1255, PG. 569
CHARLES TOWN TAX DISTRICT
JEFFERSON COUNTY, WEST VIRGINIA

J.C. FILE #22-11-SD

SCALE:	HORIZ.: 1"=50' VERT.:
DATE:	JUNE 2022
JOB:	2582-0103
DRAWN: MAC	CHECK: RPP
CADD: C-CU-101.DWG	
NCS:	CU-101
SHEET:	30 OF 130

UTILITY PLAN LEGEND:

- SANITARY SEWER MAIN
- SANITARY SEWER MANHOLE
- SANITARY SEWER LATERAL & CLEANOUT
- STORM SEWER MAIN
- STORM SEWER CURB INLET / DROP INLET / MANHOLE
- STORM SEWER OUTFALL & END SECTION W/ OUTLET PROTECTION
- WATER MAIN
- FIRE HYDRANT
- WATER SERVICE LINE & METER
- WATER VALVE / TEE WITH VALVES / HORIZONTAL BEND

GRAPHICAL SCALE: 1"=50'

MATCHLINE
SEE SHEET 30

DANIELS FOREST LLC
T.M. 3, PAR. 9.2
DB. 1168 PG. 718
USE: VACANT/FARM
ZONED: RURAL

WV STATE GRID NORTH (NAD83)

SHADE TREE LANE

DWAYNE H. MASEMER
T.M. 3, PAR. 13.1
DB. 990 PG. 637
USE: RESIDENTIAL
ZONED: RURAL

EX. BUILDING
EX. BOARD FENCE (TYP.)
EX. GRAVEL DRIVEWAY (TYP.)
EX. DECK

SEAN T. CROW &
MORGAN A. CADLE
T.M. 3, PAR. 13.5
DB. 1197 PG. 346
USE: RESIDENTIAL
ZONED: RURAL

MATTHEW L. &
KAYSIE L. STAUBS
T.M. 3, PAR. 13.6
DB. 1174 PG. 533
USE: RESIDENTIAL
ZONED: RURAL

MARC C. & BELYNDA
D. MAYRAND
T.M. 3, PAR. 13.2
DB. 1123 PG. 90
USE: RESIDENTIAL
ZONED: RURAL

DAVID EVANS &
EILEEN J. LAM
T.M. 3, PAR.13.3
DB. 1149 PG. 427
USE: RESIDENTIAL
ZONED: RURAL

SWM AREA A

ATKINSON ST.
BUCKEYE DR.
BUCKEYE CT.
FALTON DR.
STONECREST AL.

LOT 87 LOT 88 LOT 89 LOT 01 LOT 02 LOT 03 LOT 04 LOT 05 LOT 06 LOT 07 LOT 08 LOT 09 LOT 10 LOT 11 LOT 12 LOT 13 LOT 14 LOT 15 LOT 16 LOT 17 LOT 18 LOT 19 LOT 20 LOT 21 LOT 90 LOT 91 LOT 92 LOT 93 LOT 94 LOT 95 LOT 96 LOT 97 LOT 98 LOT 99 LOT 100 LOT 116 LOT 233 LOT 234 LOT 235 LOT 236 LOT 237 LOT 238 LOT 239 LOT 240 LOT 241 LOT 242 LOT 243 LOT 244 LOT 245 LOT 246 LOT 247 LOT 248 LOT 249 LOT 250 LOT 251 LOT 252 LOT 253 LOT 254 LOT 255 LOT 256 LOT 257 LOT 258 LOT 259 LOT 260 LOT 261 LOT 262 LOT 263 LOT 264 LOT 265 LOT 266 LOT 267 LOT 268 LOT 269 LOT 270 LOT 271 LOT 272 LOT 273 LOT 274 LOT 275 LOT 276 LOT 277 LOT 278 LOT 279 LOT 280 LOT 281 LOT 282 LOT 283 LOT 284 LOT 285 LOT 286 LOT 287 LOT 288 LOT 289 LOT 290 LOT 291 LOT 292 LOT 293 LOT 294 LOT 295 LOT 296 LOT 297 LOT 298 LOT 299 LOT 300 LOT 301 LOT 302 LOT 303 LOT 304 LOT 305 LOT 306 LOT 307 LOT 308 LOT 309 LOT 310 LOT 311

5" PVC STUB FOR FUTURE EXTENSION
TEMP. 2" B.O.V.
3/4" SINGLE WATER SERVICE LINE (TYP.)
1" DOUBLE WATER SERVICE LINE (TYP.)
4" SINGLE SANITARY SERVICE LATERAL (TYP.)
6" DOUBLE SANITARY SERVICE LATERAL (TYP.)
1-F.H. ASSEMBLY 1-16"x6" TEE 1-6" GATE VALVE
1-F.H. ASSEMBLY 1-8"x6" REDUCER 1-6" GATE VALVE
1-16"x8" CROSS 2-16" GATE VALVES 2-8" GATE VALVES
1-16"x8" TEE 1-16" GATE VALVE 1-8" GATE VALVE
1-F.H. ASSEMBLY 1-16"x6" TEE 1-6" GATE VALVE
MODIFIED VDOT JUNCTION BOX CHAMBER (TYP.)
MODIFIED 30" HEADWALL (DR1)
12' CLASS I RIP-RAP (TYP.)
20' CLASS I RIP-RAP (TYP.)
10' CLASS I RIP-RAP (TYP.)
OPEN SPACE F
30"-16" STEEL PIPE CASING
8" PVC SAN. SEW.
8" PVC W/M (TYP.)
16" PVC W/M (TYP.)
15" HDPE
18" HDPE
24" HDPE
30" HDPE
36" HDPE
45° HORIZ BEND
22.5° HORIZ BEND
20' W/L ESM'T
20' STM ESM'T
SAN SEW ESM'T
STM ESM'T
SWM ESM'T (TYP.)
AIR RELEASE VALVE
45° HORIZ BEND
2" CURB CUT
PR. PLUNGE POOL W/ CLASS I RIP-RAP
VDOT SWM RISER STRUCTURE W/ TRASH RACK
6" NON-PERFORATED PVC UNDERDRAIN (TYP.)
6" PERFORATED PVC UNDERDRAIN (TYP.)
6" PVC CLEANOUT (TYP.)
RETAINING WALL (TYP.) (BY OTHERS)

MATCHLINE
SEE SHEET 32

INTEGRITY
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JASON P. COLE — 021577 — STATE OF WEST VIRGINIA — PROFESSIONAL ENGINEER

ADVANCE COPY FOR CONSTRUCTION

SEAL:

REVISIONS

1. 10/11/2022 - WVDOH COMMENTS
2. 10/26/2022 - JEFFERSON UTILITIES AND CTUB COMMENTS

UTILITY PLAN

STONECREST SUBDIVISION

TAX MAP 3, PARCEL 9; D.B. 1255, PG. 569
CHARLES TOWN TAX DISTRICT
JEFFERSON COUNTY, WEST VIRGINIA

J.C. FILE #22-11-SD

SCALE:	HORIZ.: 1"=50' VERT.:
DATE:	JUNE 2022
JOB:	2582-0103
DRAWN: MAC	CHECK: RPP
CADD: C-CU-101.DWG	
NCS:	CU-102
SHEET:	31 OF 130

MATCHLINE
SEE SHEET 31

MATCHLINE
SEE SHEET 33

WV STATE GRID NORTH (NAD83)

SAN SEW ESM'T

LOT 302 | LOT 98 | LOT 99 | LOT 300 | LOT 100 | LOT 101 | LOT 299 | LOT 298 | LOT 102 | LOT 103 | LOT 297 | LOT 104 | LOT 296 | LOT 105 | LOT 295 | LOT 106 | LOT 294 | LOT 107 | LOT 291 | LOT 292 | LOT 293 | LOT 108 | LOT 109 | LOT 110 | LOT 111 | LOT 112 | LOT 113 | LOT 114 | LOT 115 | LOT 116 | LOT 117 | LOT 118 | LOT 119 | LOT 120 | LOT 121 | LOT 122 | LOT 123 | LOT 124 | LOT 125 | LOT 126 | LOT 127 | LOT 128 | LOT 129 | LOT 130 | LOT 131 | LOT 132 | LOT 133 | LOT 134 | LOT 135 | LOT 136 | LOT 137 | LOT 138 | LOT 139 | LOT 140 | LOT 121

6" NON-PERFORATED PVC UNDERDRAIN (TYP.)
6" PERFORATED PVC UNDERDRAIN (TYP.)
6" PVC CLEANOUT (TYP.)
SWM ESM'T (TYP.)
SWM AREA A
20' STM ESM'T
15" HDPE
18" HDPE
24" HDPE
6" DOUBLE SANITARY SERVICE LATERAL (TYP.)
6" PVC SAN. SEW.
4" SINGLE SANITARY SERVICE LATERAL (TYP.)
1" DOUBLE WATER SERVICE LINE (TYP.)
1" SINGLE WATER SERVICE LINE (TYP.)
3/4" SINGLE WATER SERVICE LINE (TYP.)
20' WL ESM'T
1-F.H. ASSEMBLY 1-18"x6" REDUCER 1-6" GATE VALVE
1-F.H. ASSEMBLY 1-18"x6" TEE 1-6" GATE VALVE
45° HORIZ. BEND
1-6" TEE 2-6" GATE VALVES
30"/6" STEEL PIPE CASING
16" CLASS I RIP-RAP (TYP.)
32" CLASS I RIP-RAP (TYP.)
40' (TYP.)
8" PVC W/M (TYP.)
8" PVC SAN. SEW.
2" PVC SAN. SEW.
16" PVC W/M (TYP.)
10" PVC SAN. SEW.
TEMP. 2" B.O.V.
W/L ESM'T
STM ESM'T
20' SAN. SEW. ESM'T (TYP.)
40' TEMP. CONST. ESM'T (TYP.)

HICKEYE DR.
MAXWELL ST.
McGRAW PL
SHADE TREE LANE

EX. GRAVEL DRIVEWAY (TYP.)
EX. BUILDING
EX. BOARD FENCE (TYP.)
EX. GRAVEL DRIVE (TYP.)

JAHANGIR GHOBADI ET AL
T.M. 5, PAR. 4
DB. 942 PG. 546
USE: RESIDENTIAL
ZONED: RURAL

RODERICK PLANES LLC
T.M. 4, PAR. 19
DB. 952 PG. 565
USE: AGRICULTURE
ZONED: RURAL
FUTURE 'ASPEN GREENS' PHASE III SUBDIVISION

FUTURE WINTERGREEN WAY
FUTURE RUSHPINK CIRCLE

UTILITY PLAN LEGEND:

- SANITARY SEWER MAIN
- SANITARY SEWER MANHOLE
- SANITARY SEWER LATERAL & CLEANOUT
- STORM SEWER MAIN
- STORM SEWER CURB INLET / DROP INLET / MANHOLE
- STORM SEWER OUTFALL & END SECTION W/ OUTLET PROTECTION
- WATER MAIN
- FIRE HYDRANT
- WATER SERVICE LINE & METER
- WATER VALVE / TEE WITH VALVES / HORIZONTAL BEND

GRAPHICAL SCALE: 1"=50'

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JASON P. RODDY — 21 — STATE OF WEST VIRGINIA — PROFESSIONAL ENGINEER
ADVANCE COPY FOR CONSTRUCTION
SEAL:

REVISIONS
1. 10/11/2022 - WVDOH COMMENTS
2. 10/26/2022 - JEFFERSON UTILITIES AND CTUB COMMENTS

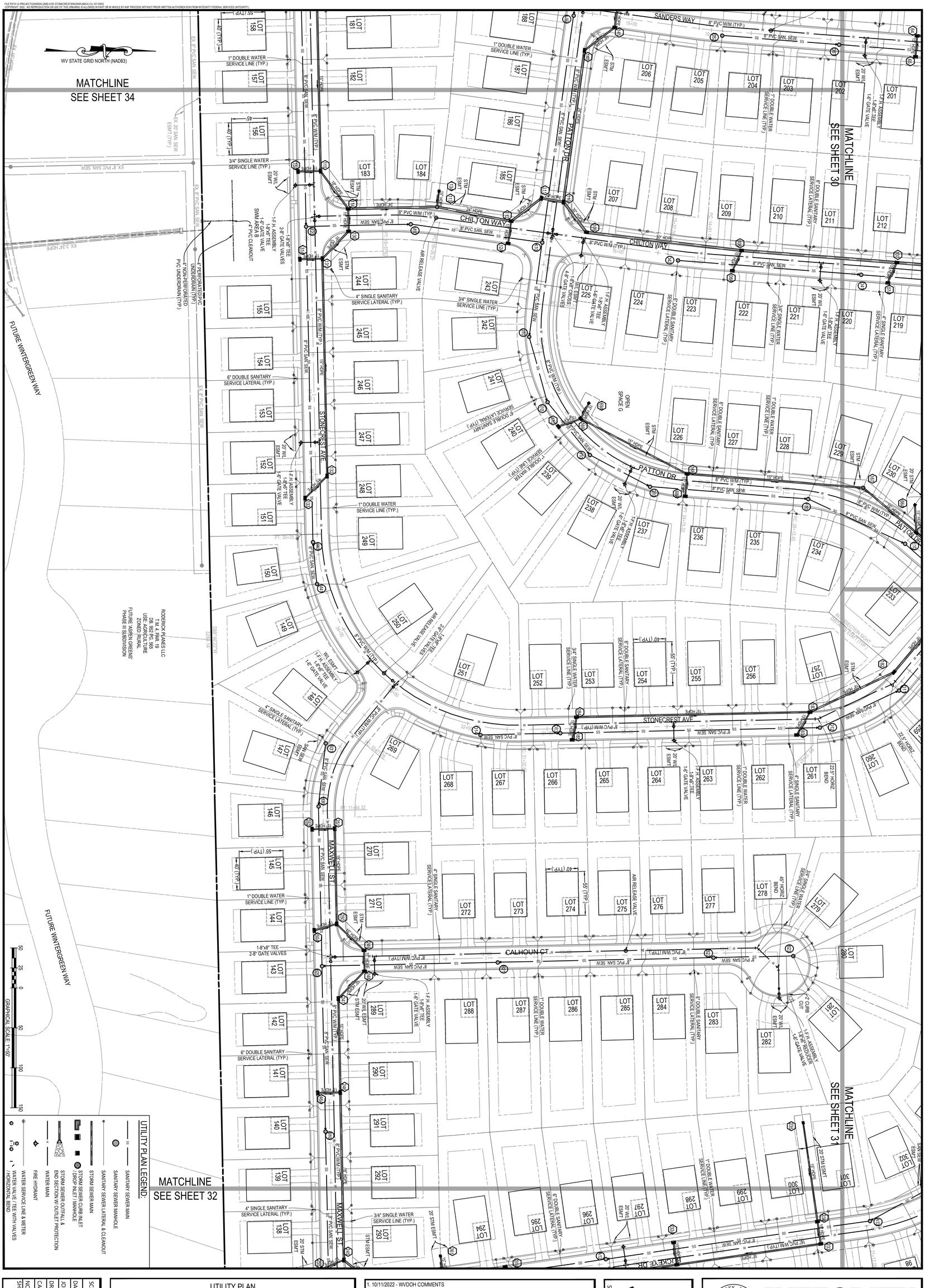
UTILITY PLAN

STONECREST SUBDIVISION

TAX MAP 3, PARCEL 9, D.B. 1255, PG. 569
CHARLES TOWN TAX DISTRICT
JEFFERSON COUNTY, WEST VIRGINIA

J.C. FILE #22-11-SD

SCALE:	HORIZ.: 1"=50' VERT.:
DATE:	JUNE 2022
JOB:	2582-0103
DRAWN: MAC	CHECK: RPP
CADD: C-CU-101.DWG	
NCS:	CU-103
SHEET:	32 OF 130



SCALE:	HORIZ.: 1"=50' VERT.:
DATE:	JUNE 2022
JOB:	2582-0103
DRAWN:	MAC CHECK: RPP
CADD:	C-CU-101.DWG
NCS:	CU-104
SHEET:	33 OF 130

UTILITY PLAN

STONECREST SUBDIVISION

TAX MAP 3, PARCEL 9; D.B. 1255, PG. 569
CHARLES TOWN TAX DISTRICT
JEFFERSON COUNTY, WEST VIRGINIA

J.C. FILE #22-11-SD

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REVISIONS

SEAL: ADVANCE COPY NOT FOR CONSTRUCTION

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WV STATE GRID NORTH (NAD83)

EX. FELLOWSHIP BIBLE CHURCH

EX. EDGE OF PAVEMENT (TYP.)

EX. BUILDING

EX. CULVERT

EX. 30' PRESCRIPTIVE WVDOH RIGHT-OF-WAY

DANIEL BEANS
T.M. 3, PAR. 9.3
DB. 1215 PG. 51
LISE: RESIDENTIAL
ZONED: RURAL

DANIEL ROAD - CO. ROUTE 18
50' RIGHT-OF-WAY

FLOWING SPRINGS ROAD - CO. ROUTE 17
50' RIGHT-OF-WAY

FELLOWSHIP BIBLE CHURCH-TRUSTEES
T.M. 3, PAR. 4.5
DB. 922 PG. 338
USE: RELIGIOUS
ZONED: RURAL

EX. UTILITY POLE (TYP.)

ANGUS MCDONALD
T.M. 4, PAR. 12
DB. 1189 PG. 356
USE: FARM
ZONED: RURAL

EX. ROAD SIGN (TYP.)

EX. 12" WATER MAIN (TYP.) (APPROX. LOCATION)

OPEN SPACE B

OPEN SPACE A

OPEN SPACE E

MATCHLINE
SEE SHEET 30

MATCHLINE
SEE SHEET 33

ATHANOR ST

PATTON DR.

FLEMING CT.

UNDERWOOD DR.

SANDERS WAY

STONECREST AVE.

WINTERGREEN WAY

LOTS 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 186, 187, 188, 189, 190, 191, 192, 193, 194, 201, 202, 203, 204, 205, 206

55' (TYP.)

60' (TYP.)

INTERSECTION SIGHT DISTANCE ESM'T (TYP.)

20' STM ESM'T

20' W/L ESMT

STM ESMT

W/L ESMT

12" PVC W/M (TYP.)

8" PVC W/M (TYP.)

6" PVC W/M (TYP.)

8" PVC SAN. SEW.

6" PVC SAN. SEW.

18" HDPE

15" HDPE

30" HDPE

24" HDPE

45° HORIZ. BEND

1-F.H. ASSEMBLY
1-8"x6" TEE
1-6" GATE VALVE

1-F.H. ASSEMBLY
1-12"x6" TEE
1-6" GATE VALVE

1-12"x12" CROSS
4-12" GATE VALVES
2-12"x8" REDUCERS

1-F.H.-ASSEMBLY
1-8"x6" REDUCER
1-6" GATE VALVE

8"x8" TEE
2-6" GATE VALVES

6" DOUBLE SANITARY SERVICE LATERAL (TYP.)

4" SINGLE SANITARY SERVICE LATERAL (TYP.)

1" DOUBLE WATER SERVICE LINE (TYP.)

3/4" SINGLE WATER SERVICE LINE (TYP.)

AIR RELEASE VALVE

SWM AREA C

STM ESMT

2' CURB CUT
EX. HEADWALL
EX. 30" HDPE

4" PVC CLEANOUT
4" PERFORATED PVC UNDERDRAIN (TYP.)
4" NON-PERFORATED PVC UNDERDRAIN (TYP.)

TEST PIT REQUIRED. CONNECT TO EX. 12" WATER MAIN.

EX. SAN. SEW. MANHOLE (TYP.)

EX. WATER VALVE (TYP.)

EX. 8" PVC SAN. SEW.

EX. 20' SAN. SEW. ESM'T (TYP.)

EX. 8" PVC SAN. SEW.

EX. 20' SAN. SEW. ESM'T (TYP.)

100' TEMP. CONST. ESM'T (TYP.)

EX. MOUNTABLE CURB & GUTTER (TYP.)

EX. CONCRETE SIDEWALK (TYP.)

EX. 15" HDPE

EX. 30" HDPE

EX. 8" WATER MAIN (TYP.) (APPROX. LOCATION)

CLARE & VIRAKTEP ATH
T.M. 4G, PAR. 22
DB. 1234 PG. 356
(LOT 22 ASPEN GREENS SUBDIVISION)
USE: RESIDENTIAL
ZONED: RURAL

DAVID & JULIA ALLEN
T.M. 4G, PAR. 21
DB. 1232 PG. 740
(LOT 21 ASPEN GREENS SUBDIVISION)
USE: RESIDENTIAL
ZONED: RURAL

EX. BUILDING

EX. BUILDING

PHASE IIA

PHASE IIB

FUTURE 'ASPEN GREENS' PHASE IIA SUBDIVISION

RODERICK PLANES LLC
T.M. 4, PAR. 19
DB. 952/PG. 565
USE: AGRICULTURE
ZONED: RURAL

FUTURE 'ASPEN GREENS' PHASE IIB SUBDIVISION

PC: 11+37.01

PT: 12+95.55

PC: 12+86.19

PT: 18+15.85

13+00

14+00

15+00

16+00

17+00

18+00

19+00

10+00

UTILITY PLAN LEGEND:

- SANITARY SEWER MAIN
- SANITARY SEWER MANHOLE
- SANITARY SEWER LATERAL & CLEANOUT
- STORM SEWER MAIN
- STORM SEWER CURB INLET / DROP INLET / MANHOLE
- STORM SEWER OUTFALL & END SECTION W/ OUTLET PROTECTION
- WATER MAIN
- FIRE HYDRANT
- WATER SERVICE LINE & METER
- WATER VALVE / TEE WITH VALVES / HORIZONTAL BEND

50 25 0 50 100 150
GRAPHICAL SCALE: 1"=50'

F:\JOBS\2-0\PROJECTS\2582-0103 STONECREST\ENGINEERING\CAD\CU-101.DWG
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JASON P. COBY
LICENSED PROFESSIONAL ENGINEER
STATE OF WEST VIRGINIA
ADVANCE COPY NOT FOR CONSTRUCTION
SEAL:

REVISIONS
1. 10/11/2022 - WVDOH COMMENTS
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UTILITY PLAN

STONECREST SUBDIVISION

TAX MAP 3, PARCEL 9; D.B. 1255, PG. 569
CHARLES TOWN TAX DISTRICT
JEFFERSON COUNTY, WEST VIRGINIA

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NCS:	CU-105
SHEET:	34 OF 130

Gannett Fleming Valuation and Rate Consultants, LLC

Corporate Headquarters
207 Senate Avenue
Camp Hill, PA 17011
P 717.763.7211 | **F** 717.763.8150

gannettfleming.com

November 7, 2022

Via email to kstolipher@ctubwv.com

Ms. Kristen M. Stolipher
Utility General Manager
Charles Town Utility Board
661 S. George Street, Ste. 101
Charles Town, WV 25414

Dear Kristen:

Proposal for Water and Wastewater Cost of Service and Rate Studies

Thank you for the opportunity to submit this proposal to conduct water and wastewater cost of service and rate studies for the Charles Town Utility Board (the Board). The proposal outlines our qualifications and experience, the scope of services we plan to provide and an estimate of our fees to complete the assignment.

QUALIFICATIONS AND EXPERIENCE

Gannett Fleming Valuation and Rate Consultants, LLC (Gannett Fleming) has a wealth of experience conducting rate studies for privately-owned and municipally-owned water and wastewater utilities. Our practice specializes in all areas of ratemaking required for this assignment including cost of service, and the development of sound, defensible water and wastewater rates and charges. The project manager, Connie Heppenstall, has over 15 years of experience conducting rate studies for water and wastewater utilities for municipal entities.

SCOPE OF SERVICES

We understand the Board requires water and wastewater rate studies to determine the appropriate level of rates and charges for the water and wastewater systems. Revenues will be projected under existing rates and compared to the projected revenue requirements to determine to what extent rates will need to be increased or revised.

In order to perform an accurate cost of service study, we will perform detailed bill analyses for the most recent 12 months of the Board's water and wastewater bills to determine the usage at each consumption level by class. This data will be use as inputs for the cost of service studies

and provide the basis for rate design. Our estimate of costs assumes that the billing data is relatively in line with revenue booked.

We will work with the Board to determine the water and wastewater revenue requirements to be used as the foundations for the water and wastewater cost of service studies. The revenue requirements will be developed under a cash basis, which includes the operation and maintenance expense, debt service and any coverage requirements and an allowance for renewals and replacements.

The water cost of service will be based on the base-extra capacity method for developing the costs to serve the various users of the system. The base-extra capacity method is described in the 2017 and prior editions of the "Principles of Water Rates, Fees and Changes" Manual (M1) published by the American Water Works Association (AWWA). This method is generally accepted for allocating the cost of water service and is an effective way to allocate the cost of providing water service to customer classifications in proportion to the classifications' use of the commodity, facilities, and services.

The wastewater cost of service allocation is similar to the water study and will be based on the functional cost allocation methodologies and procedures which are described in the Water Environment Federation (WEF) Manual of Practice No. 27, and it is the same method performed for the Board in the prior cost of service study. Costs are associated with collecting and treating sewer flows based on the volume of wastewater contributed to the system, the estimated infiltration and inflow volumes and the number and size of customers, which are then allocated to the wastewater customer classifications. Conducting the study in this manner is generally accepted as a sound method for allocating the cost of wastewater service.

Rates will be designed to recover the projected cost of service commensurate with the allocated costs for the water and wastewater services areas. Wastewater rates will explore equalizing rates across service areas. The results of the rate studies will produce sound and defensible rate schedules. As part of the analyses, we will show water and wastewater bill comparisons at various usage levels to show the impact of the revised rate structures on the various customer classes.

The results of the rate studies will be summarized in a written report and presented at a meeting of the Board.

ESTIMATE OF FEES

Gannett Fleming proposes to complete the scope of work on the basis of hourly billing rates for our personnel in effect when the services are provided, plus reimbursement of direct

expenses. A copy of our billing rates currently in effect is attached. The time to complete studies of this nature can vary depending on the availability of basic data and the assistance provided by utility personnel. Based on our experience conducting similar assignments, we estimate that our charges will not exceed $30,000 for the water study and $15,000 for the updated wastewater study, for a combined fee of $45,000 without prior approval from the Board.

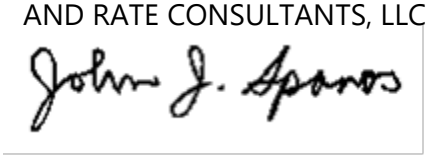
This estimate excludes any costs subsequent to the completion of the assignment, such as the time required to respond to parties under adverse intervention.

If the foregoing proposal is acceptable, please have it executed below by an authorized official of the Board and email a copy to Cheryl Rutter, our Administrative Manager, at crutter@gfnet.com with a copy to Connie Heppenstall at cheppenstall@gfnet.com.

Thank you for the opportunity to submit this proposal for your consideration. Please reach out to Connie either via email at cheppenstall@gfnet.com or by phone at 610-783-3785 if you have any questions or comments.

Respectfully submitted,

GANNETT FLEMING VALUATION
AND RATE CONSULTANTS, LLC



JOHN J. SPANOS
President



CONSTANCE E. HEPPENSTALL
Senior Project Manager, Rate Studies

The Charles Town Utility Board accepts the foregoing Proposal and authorizes Gannett Fleming Valuation and Rate Consultants, LLC to proceed with the services described herein.

ACCEPTED BY:

_____	_____
(Name)	(Printed Name)
_____	_____
(Title)	(Date)

GANNETT FLEMING VALUATION AND RATE CONSULTANTS, LLC

2022 BILLING RATES

Personnel	Hourly Rate
SUPERVISORY STAFF	
John J. Spanos, President	$305.00
Harold Walker, III, Manager, Financial Studies	270.00
Ned W. Allis, Vice President	270.00
Constance E. Heppenstall, Senior Project Manager, Rate Studies	260.00
John F. Wiedmayer, Jr., Senior Project Manager, Depreciation Studies	250.00
STAFF	
Senior Analysts	200.00
Analysts	190.00
Associate Analysts	180.00
Assistant Analysts III	170.00
Assistant Analysts II	150.00
Assistant Analysts I	140.00
Senior Technicians	125.00
Support Staff	125.00

Charles Town
Utility Board
661 S. George Street, Suite 101 Charles Town, WV 25414
Phone: (304) 725-2316 ♦ Fax: (304) 725-7150 ♦ Web: www.ctubwv.com

MEMORANDUM TO THE BOARD OF DIRECTORS

FROM: Kristen Stolipher, Utility General Manager
SUBJECT: Utility General Manager's Report
DATE: November 16, 2022

ADMINISTRATIVE

- Customer Counts
  - Sewer 8,393 (2,068 billed by JUI)
  - Water 6,490

WATER

- Water CIF and Tariff Revisions – 1st Reading at City Council approved 11-7-22

SEWER

- Renewal and Replacement project – RPR on-site

Location	Lot Number	CIF Date Paid	Number of Sewer EDUs	Sewer CIF Amount Paid	Number of Water EDU's	Water CIF Amount Paid
Beallair	134	1/11/2022	1	$ 3,207.00		
Burr West - TeMa	20-21	1/11/2022	1.5	$ 4,810.50		
10th Avenue	A-C	1/13/2022	2	$ 2,254.00	2	$ 5,152.00
Norborne Glebe	304-317	1/20/2022	14	$ 44,898.00	14	$ 36,064.00
Tate Manor	30-40	1/24/2022	11	$ 12,397.00	11	$ 28,336.00
Beallair	136	1/25/2022	1	$ 3,207.00		
Burr Park	13-14	1/25/2022	0.03	$ 962.10		
Beallair	153-154	2/8/2022	2	$ 6,414.00		
418 S Charles St		2/16/2022	1	$ 1,127.00	1	$ 2,576.00
Huntfield	858-871	2/25/2022	14	$ 15,778.00	14	$ 36,064.00
Beallair	143, 145	3/8/2022	2	$ 6,414.00		
Sheetz-Augustine Avenue		3/14/2022	16.66	$ 66,673.32	16.66	$ 42,916.16
Tate Manor	41-46	3/11/2022	6	$ 6,762.00	6	$ 15,456.00
Maple Ave	2-3	3/15/2022	1	$ 1,127.00	1	$ 2,576.00
Higgs Blvd	23-28	3/15/2022	6	$ 6,762.00	6	$ 15,456.00
Maple Ave (Apt)	2-3	3/16/2022	1	$ 1,127.00	1	$ 2,576.00
Pacel 2 MLK Blvd		3/16/2022	2	$ 2,254.00	2	$ 5,152.00
Norborne Glebe	1-14	3/17/2022	14	$ 44,898.00	14	$ 36,064.00
Washington Landing (270 Apt Units, Clubhouse, Pool		3/24/2022	129.93	$ 519,720.00		
Washington Landing (Building 100, Clubhouse)		3/24/2022			22.69	$ 28,042.00
Beallair	148, 151	3/25/2022	2	$ 6,414.00		
115 Park Avenue		4/1/2022	3	$ 3,381.00		
Huntfield	614	4/4/2022	1	$ 1,127.00	1	$ 2,576.00
Magnolia Springs	16-17, 29-31, 50-51	4/6/2022	7	$ 7,889.00	7	$ 18,032.00
Norborne Glebe	15-31, 273-277, 280-281	4/7/2022	24	$ 76,968.00	24	$ 61,824.00
Beallair	152	4/7/2022	1	$ 2,930.00		
Huntfield	615	4/8/2022	1	$ 2,930.00	1	$ 2,576.00
Beallair	59, 137, 146, 147, 155	4/8/2022	5	$ 14,650.00		
Beallair	150	4/8/2022	1	$ 2,930.00		
Magnolia Springs	1, 11-12, 15, 49, 52, 54-57, 60-64, 79-83, 90	4/13/2022			21	$ 54,096.00
Huntfield	872-878, 879-882, 884-887	4/14/2022	15	$ 43,950.00	15	$ 38,640.00
Presidents Pointe	77-96	4/18/2022	20	$ 91,100.00		
Washington Landing (Building 200, 300)		4/21/2022			23.03	$ 59,328.00
Magnolia Springs	53	4/25/2022	1	$ 2,930.00	1	$ 2,576.00
Magnolia Springs	1, 11-12, 15, 49, 52, 54-57, 60-64, 79-83, 90	4/25/2022	21	$ 61,530.00		
Magnolia Springs	16-17, 29-31, 50-51	4/25/2022	7	$ 12,621.00		
406 S Charles St, 418 S Lawrence St, 423 S Lawrence St		4/26/2022	3	$ 8,790.00	3	$ 7,728.00
Norborne Glebe	269-272, 282-285	4/28/2022	8	$ 23,440.00	8	$ 20,608.00
Tate Manor	47-52, 59-63	4/28/2020	11	$ 32,230.00	11	$ 28,336.00
Beallair	156	5/13/2022	1	$ 2,930.00		
Magnolia Springs	13	5/16/2022	1	$ 2,930.00	1	$ 2,576.00
Magnolia Springs	14, 59	5/23/2022	2	$ 5,860.00	2	$ 5,152.00
Magnolia Springs	58, 65, 76-78, 85, 172-174, 177-178	5/26/2022	11	$ 32,230.00	11	$ 28,336.00
Huntfield	623	6/6/2022	1	$ 2,930.00	1	$ 2,576.00
Huntfield	622	6/8/2022	1	$ 2,930.00	1	$ 2,576.00
307 E. 11th Avenue		6/10/2022	1	$ 2,930.00	1	$ 2,576.00
Lot Adjacent 704 N Reymann St		6/10/2022	1	$ 2,930.00	1	$ 2,576.00
Norborne Glebe	289-298	6/13/2022	10	$ 29,300.00	10	$ 25,760.00
Magnolia Springs	171, 176, 178	6/16/2022	3	$ 8,790.00	3	$ 7,728.00
Beallair	58	6/22/2022	1	$ 2,930.00		
Magnolia Springs	87, 170	6/27/2022	2	$ 5,860.00	2	$ 5,152.00
Beallair	158, 159	6/29/2022	2	$ 5,860.00		
Norborne Glebe	286-288, 299-303	6/30/2022	8	$ 23,440.00	8	$ 20,608.00
Burr West Business Park	6	7/1/2022	0.04	$ 1,282.80		
Beallair	135	7/8/2022	1	$ 2,930.00		
Aspen Greens	76	7/14/2022	1	$ 2,930.00		
Eagle Drive	12	7/22/2022	1	$ 2,930.00	1	$ 2,576.00
Magnolia Springs	84, 86, 88, 89, 175, 180-183, 185, 186	8/3/2022	11	$ 32,230.00	11	$ 28,336.00
Magnolia Springs	184,187	8/18/2022	1	$ 2,930.00	1	$ 2,576.00
Washington Landing (Building 400, 500, 600)		8/22/2022			35.5	$ 91,464.00
Beallair	60, 129	8/30/2022	2	$ 5,860.00		
Shenandoah Springs	7-10, 25-27	9/1/2022	7	$ 20,510.00		
Aspen Greens	49, 82	9/7/2022	2	$ 5,860.00		
Beallair	273	9/9/2022	1	$ 2,930.00		
Beallair	304	9/13/2022	1	$ 2,930.00		
W. Burr Park	29	9/14/2022	0.4	$ 1,172.00		
Presidents Pointe	127-134	9/16/2022	8	$ 36,440.00		
Beallair	203	9/16/2022	1	$ 2,930.00		
Shenandoah Springs (Ranson Portion of CIF)	7-10, 25-27	9/22/2022		$ 11,375.00		
219 N. Mildred - 2 Addt Units		9/26/2022	2	$ 5,860.00	2	$ 5,152.00
Beallair	213	10/11/2022	1	$ 2,930.00		
115 Park Avenue		10/11/2022			1	$ 2,576.00
Norborne Glebe	247-252, 260-268	10/14/2022	15	$ 43,950.00	15	$ 38,640.00
Shenandoah Springs	11-24	10/14/2022	14	$ 63,770.00		
Norborne Glebe	T001-T014, T075-T082	10/20/2022	22	$ 64,460.00	22	$ 56,672.00
		Total	**493.56**	$ 1,594,661.72	**355.88**	$ 886,358.16

Charles Town Utility Board
2022 Capacity Improvement Fee Collections/EDU for Sewer

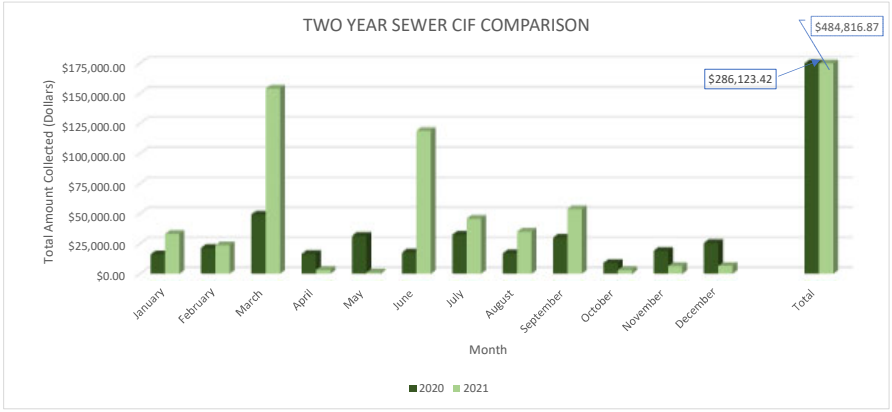
Month	Commercial	Residential	Total Number of EDU's	Total Sewer CIF Collected	CIF Paid to Ranson	Total
Jan-22	1.53	29	30.53	$ 71,735.60		$ 71,735.60
Feb-22		17	17	$ 23,319.00		$ 23,319.00
Mar-22	146.59	34	180.59	$ 662,151.32		$ 662,151.32
Apr-22		129	129	$ 389,396.00	$ 32,500.00	$ 356,896.00
May-22		15	15	$ 43,950.00		$ 43,950.00
Jun-22		30	30	$ 87,900.00		$ 87,900.00
Jul-22	0.04	3	3.04	$ 10,072.80		$ 10,072.80
Aug-22		14	14	$ 41,020.00		$ 41,020.00
Sep-22	0.4	22	22.4	$ 90,007.00	$ 24,375.00	$ 65,632.00
Oct-22		52	52	$ 175,110.00	$ 22,750.00	$ 152,360.00
Nov-22			0			$ -
Dec-22			0			$ -
Total 2022	**148.56**	**309**	**493.56**	**$ 1,594,661.72**	**$ 79,625.00**	**$ 1,515,036.72**

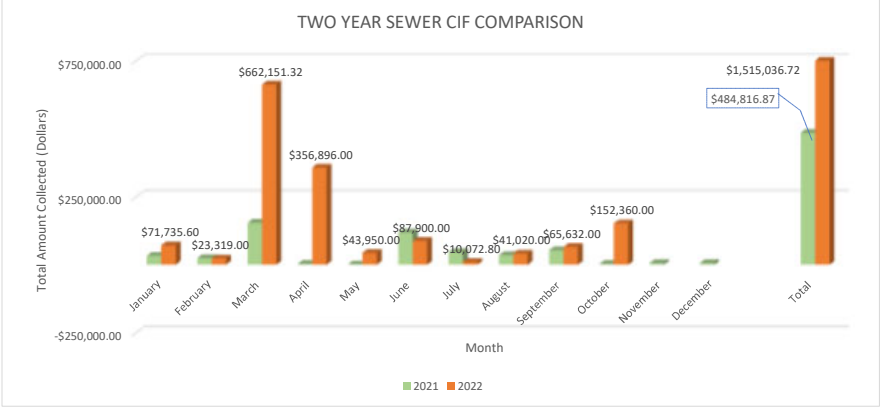
Charles Town Utility Board
2022 Capacity Improvement Fee Collections/EDU for Water

Month	Commercial	Residential	Total Number of EDU's	Total Water CIF
Jan-22		27	27	$ 69,552.00
Feb-22		15	15	$ 38,640.00
Mar-22	39.35	30	69.35	$ 148,238.16
Apr-22	23.03	92	115.03	$ 296,320.00
May-22		14	14	$ 36,064.00
Jun-22		27	27	$ 69,552.00
Jul-22		1	1	$ 2,576.00
Aug-22	36	12	47.5	$ 122,376.00
Sep-22		2	2	$ 5,152.00
Oct-22		38	38	$ 97,888.00
Nov-22			0	
Dec-22			0	
Total 2021	**97.88**	**220**	**355.88**	**$ 886,358.16**

Charles Town Utility Board 2021 Capacity Improvement Fee Collections/EDU for Sewer						
Month	**Commercial**	**Residential**	**Total Number of EDU's**	**Total Sewer CIF Collected**	**CIF Paid to Ranson**	**Total**
Jan-21		22	22	$ 33,114.00		$ 33,114.00
Feb-21		21	21	$ 33,417.00	$ 9,750.00	$ 23,667.00
Mar-21		32	136.7	$ 154,023.33		$ 154,023.33
Apr-21		1	1	$ 3,207.00		$ 3,207.00
May-21		1	1	$ 1,127.00		$ 1,127.00
Jun-21	36	3	39	$ 118,833.00		$ 118,833.00
Jul-21		37	37	$ 45,859.00		$ 45,859.00
Aug-21	9.22	3	12.22	$ 35,029.54		$ 35,029.54
Sep-21		44	44	$ 53,748.00		$ 53,748.00
Oct-21		1	1	$ 3,207.00		$ 3,207.00
Nov-21		2	2	$ 6,414.00		$ 6,414.00
Dec-21		4	4	$ 6,588.00		$ 6,588.00
Total 2021	**45.22**	**124**	**320.92**	**$494,566.87**	**$9,750.00**	**$484,816.87**

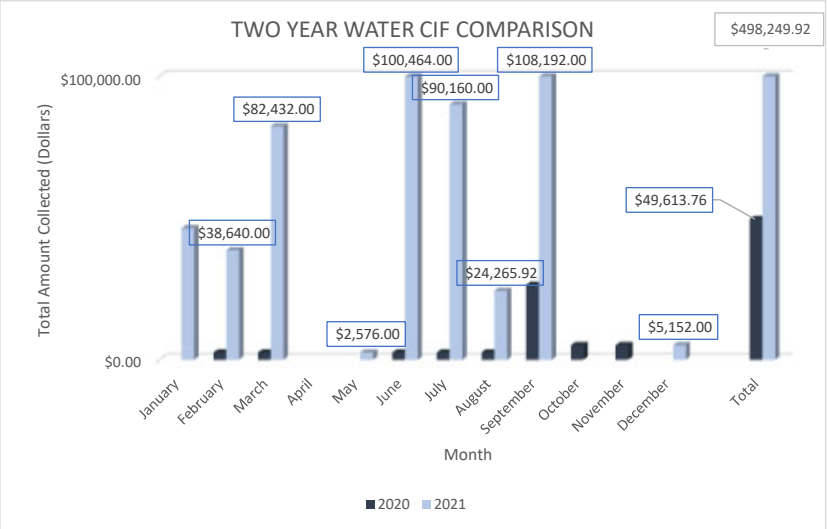
Charles Town Utility Board 2022 Capacity Improvement Fee Collections/EDU for Sewer						
Month	**Commercial**	**Residential**	**Total Number of EDU's**	**Total Sewer CIF Collected**	**CIF Paid to Ranson**	**Total**
Jan-22	1.53	29.03	30.56	$ 71,735.60		$ 71,735.60
Feb-22		17	17	$ 23,319.00		$ 23,319.00
Mar-22	146.59	34	180.59	$ 662,151.32		$ 662,151.32
Apr-22		129	129	$ 389,396.00	$ 32,500.00	$ 356,896.00
May-22		15	15	$ 43,950.00		$ 43,950.00
Jun-22		30	30	$ 87,900.00		$ 87,900.00
Jul-22	0.04	3	3.04	$ 10,072.80		$ 10,072.80
Aug-22		14	14	$ 41,020.00		$ 41,020.00
Sep-22	0.4	22	22.4	$ 90,007.00	$ 24,375.00	$ 65,632.00
Oct-22		52	52	$ 175,110.00	$ 22,750.00	$ 152,360.00
Nov-22						
Dec-22						
Total 2022	**1.97**	**275**	**493.59**	**$1,594,661.72**	**$79,625.00**	**$1,515,036.72**

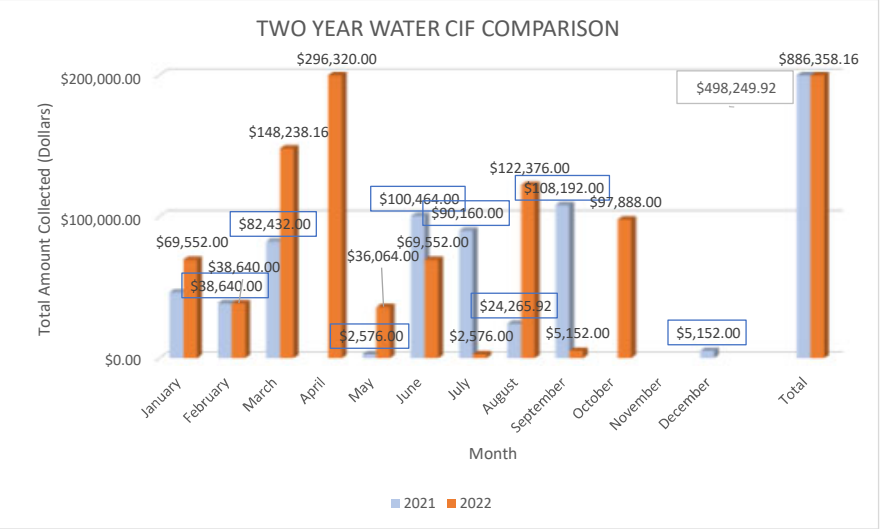




Charles Town Utility Board 2021 Capacity Improvement Fee Collections/EDU for Water				
Month	**Commercial**	**Residential**	**Total Number of EDU's**	**Total Water CIF**
Jan-21		18	18	$ 46,368.00
Feb-21		15	15	$ 38,640.00
Mar-21		32	32	$ 82,432.00
Apr-21				
May-21		1	1	$ 2,576.00
Jun-21	36	3	39	$ 100,464.00
Jul-21		35	35	$ 90,160.00
Aug-21	7.42	2	9.42	$ 24,265.92
Sep-21		42	42	$ 108,192.00
Oct-21				
Nov-21				
Dec-21		2	2	$ 5,152.00
Total 2021	**43.42**	**108**	**193.42**	**$ 498,249.92**

Charles Town Utility Board 2022 Capacity Improvement Fee Collections/EDU for Water				
Month	**Commercial**	**Residential**	**Total Number of EDU's**	**Total Water CIF**
Jan-22		27	27	$ 69,552.00
Feb-22		15	15	$ 38,640.00
Mar-22	39.35	30	69.35	$ 148,238.16
Apr-22	23.03	92	115.03	$ 296,320.00
May-22		14	14	$ 36,064.00
Jun-22		27	27	$ 69,552.00
Jul-22		1	1	$ 2,576.00
Aug-22	36	12	47.5	$ 122,376.00
Sep-22		2	2	$ 5,152.00
Oct-22		38	38	$ 97,888.00
Nov-22				
Dec-22				
Total 2022	**97.88**	**220**	**355.88**	**$ 886,358.16**





CHARLES TOWN UTILITY BOARD
WASTEWATER TREATMENT PLANT FLOW DATA

CHARLES TOWN WASTEWATER PLANT FLOW DATA						
YEAR	Total Design (MGD)	TOTAL ANNUAL FLOW (MG)	AVERAGE DAILY (MGD)	Total Design minus Average Daily	Total Available (gpd)	Total Available (EDU's)
2015	1.75	384	1.05	0.7	700,000	4,667
2016	1.75	419	1.14	0.61	610,000	4,067
2017	1.75	393	1.08	0.67	670,000	4,467
2018	1.75	491	1.34	0.41	410,000	2,733
2019	1.75	459	1.26	0.49	490,000	3,267
2020	1.75	419.7	1.15	0.60	603,333	4,022
2021	1.75	401.61	1.11	0.64	637,500	4,250
2022	1.75	321.68	1.06	0.69	689,000	4,593

TUSCAWILLA WASTEWATER PLANT FLOW DATA						
YEAR	Total Design (MGD)	TOTAL ANNUAL FLOW (MG)	AVERAGE DAILY (MGD)	Total Design minus Average Daily	Total Available (gpd)	Total Available (EDU's)
2015	0.5	48	0.13	0.37	370,000	2,467
2016	0.5	49	0.13	0.37	370,000	2,467
2017	0.5	48	0.14	0.36	360,000	2,400
2018	0.5	78	0.21	0.29	290,000	1,933
2019	0.5	55.24	0.15	0.35	350,000	2,333
2020	0.5	1.09	0.16	0.34	340,000	2,267
2021	0.5	32.55	0.10	0.40	400,833	2,672
2022	0.5	49.13	0.16	0.34	339,000	2,260

Total EDU's available between CT and Tuscawilla	
2015	7,133
2016	6,533
2017	6,867
2018	4,667
2019	5,600
2020	6,289
2021	6,922
2022	6,853

2020		
	Total	AVERAGE
JANUARY	39.05	1.26
FEBRUARY	36.74	1.27
MARCH	36.76	1.19
APRIL	33.32	1.11
MAY	35.50	1.15
JUNE	33.44	1.11
JULY	34.45	1.11
AUGUST	32.65	1.05
SEPTEMBER	32.43	1.08
OCTOBER	33.91	1.09
NOVEMBER	33.49	1.12
DECEMBER	37.96	1.22
Annual Total	419.7	1.15

2021		
	Total	AVERAGE
JANUARY	35.83	1.22
FEBRUARY	32.98	1.18
MARCH	36.39	1.17
APRIL	34.33	1.18
MAY	33.24	1.07
JUNE	36.24	1.21
JULY	30.99	1.00
AUGUST	29.94	0.97
SEPTEMBER	36.36	1.17
OCTOBER	29.97	0.97
NOVEMBER	30.12	1.00
DECEMBER	35.22	1.21
Annual Total	401.61	1.11

2022		
	Total	AVERAGE
JANUARY	37.25	1.20
FEBRUARY	33.8	1.21
MARCH	33.28	1.07
APRIL	32.98	1.1
MAY	35.86	1.16
JUNE	29.9	1.00
JULY	29.78	0.96
AUGUST	30.19	1.01
SEPTEMBER	29.62	0.96
OCTOBER	29.02	0.94
NOVEMBER		
DECEMBER		
Annual Total	321.68	1.06

2020		
	Total	AVERAGE
JANUARY		
FEBRUARY		
MARCH		
APRIL		
MAY		
JUNE		
JULY		
AUGUST	1.09	0.16
SEPTEMBER		
OCTOBER		
NOVEMBER		
DECEMBER		
Annual Total	1.09	0.16

2021		
	Total	AVERAGE
JANUARY	0.52	0.07
FEBRUARY	2.22	0.08
MARCH	4.22	0.14
APRIL	1.12	0.04
MAY	0.89	0.03
JUNE	3.37	0.11
JULY	3.9	0.13
AUGUST	3.6	0.12
SEPTEMBER	4.53	0.15
OCTOBER	3.94	0.13
NOVEMBER	3.73	0.12
DECEMBER	0.51	0.07
Annual Total	32.55	0.10

2022		
	Total	AVERAGE
JANUARY	0	0
FEBRUARY	0	0
MARCH	4.34	0.14
APRIL	4.68	0.16
MAY	6.03	0.19
JUNE	6.21	0.21
JULY	6.48	0.21
AUGUST	7.01	0.23
SEPTEMBER	7.11	0.24
OCTOBER	7.27	0.23
NOVEMBER		
DECEMBER		
Annual Total	49.13	0.16

CHARLES TOWN UTILITY BOARD
WATER TREATMENT PLANT FLOW DATA

CHARLES TOWN WATER PLANT FLOW DATA						
YEAR	Total Design (MGD)	TOTAL ANNUAL FLOW (MG)	AVERAGE DAILY (MGD)	Total Design minus Average Daily	Total Available (gpd)	Total Available (EDU's)
2019	2.8	644.32	1.77	1.03498	1,034,980	6,900
2020	2.8	615.64	1.68	1.12	1,117,946	7,453
2021	2.8	601.87	1.64	1.16	1,164,627	7,764
2022	2.8	491.14	1.61	1.19	1,193,116	7,954

2020		
	Total	AVERAGE
JANUARY	53,689,445	1,731,918
FEBRUARY	49,700,448	1,713,809
MARCH	51,009,216	1,645,459
APRIL	46,966,864	1,565,562
MAY	50,753,036	1,637,195
JUNE	52,587,142	1,752,905
JULY	54,394,477	1,754,661
AUGUST	54,972,785	1,773,316
SEPTEMBER	50,996,141	1,699,871
OCTOBER	51,222,251	1,652,331
NOVEMBER	49,014,344	1,633,811
DECEMBER	50,338,278	1,623,815
Annual Total	615,644,427	1,682,054

2021		
	Total	AVERAGE
JANUARY	50,030,727	1,613,894
FEBRUARY	45,304,029	1,618,001
MARCH	50,881,983	1,641,354
APRIL	49,098,224	1,636,607
MAY	53,910,537	1,739,050
JUNE	53,051,728	1,711,346
JULY	53,198,248	1,716,073
AUGUST	54,959,872	1,772,899
SEPTEMBER	49,200,580	1,587,115
OCTOBER	49,336,781	1,591,509
NOVEMBER	45,777,260	1,476,686
DECEMBER	47,118,143	1,519,940
Annual Total	601,868,112	1,635,373

2022		
	Total	AVERAGE
JANUARY	47,918,736	1,545,766
FEBRUARY	43,703,896	1,580,853
MARCH	48,063,482	1,550,435
APRIL	47,294,978	1,525,644
MAY	49,834,352	1,607,560
JUNE	49,111,936	1,584,256
JULY	51,919,787	1,674,832
AUGUST	51,872,384	1,673,303
SEPTEMBER	50,844,952	1,694,832
OCTOBER	50,572,280	1,631,364
NOVEMBER		
DECEMBER		
Annual Total	491,136,783	1,606,884

GLEN HAVEN WATER PLANT FLOW DATA						
YEAR	Total Design (MGD)	TOTAL ANNUAL FLOW (MG)	AVERAGE DAILY (MGD)	Total Design minus Average Daily	Total Available (gpd)	
2020	0.0216	1.04	0.01	0.01	13,120	
2021	0.0216	3.06	0.01	0.01	13,213	-
2022	0.0216	2.34	0.01	0.01	14,019	-

2020		
	Total	AVERAGE
JANUARY		
FEBRUARY		
MARCH		
APRIL		
MAY		
JUNE		
JULY		
AUGUST		
SEPTEMBER	283,900	9,158
OCTOBER	265,000	8,548
NOVEMBER	250,800	8,360
DECEMBER	243,500	7,855
Annual Total	1,043,200	8,480

2021		
	Total	AVERAGE
JANUARY	242,200	7,813
FEBRUARY	203,500	7,268
MARCH	241,800	8,636
APRIL	262,300	8,743
MAY	289,700	9,345
JUNE	276,500	8,919
JULY	302,900	9,771
AUGUST	302,900	9,771
SEPTEMBER	227,800	7,348
OCTOBER	285,100	9,197
NOVEMBER	227,200	7,329
DECEMBER	201,500	6,500
Annual Total	3,063,400	8,387

2022		
	Total	AVERAGE
JANUARY	204,300	6,590
FEBRUARY	178,600	5,761
MARCH	191,200	6,168
APRIL	222,000	7,161
MAY	237,300	7,655
JUNE	286,600	9,245
JULY	301,600	9,729
AUGUST	262,800	8,477
SEPTEMBER	221,600	7,387
OCTOBER	236,700	7,635
NOVEMBER		
DECEMBER		
Annual Total	2,342,700	7,581

CAVALAND WATER PLANT FLOW DATA						
YEAR	Total Design (MGD)	TOTAL ANNUAL FLOW (MG)	AVERAGE DAILY (MGD)	Total Design minus Average Daily	Total Available (gpd)	
2020	0.036	0.59	0.00	0.03	31,210	
2021	0.036	1.91	0.01	0.03	30,766	
2022	0.036	1.47	0.00	0.03	31,233	

2020		
	Total	AVERAGE
JANUARY		
FEBRUARY		
MARCH		
APRIL		
MAY		
JUNE		
JULY		
AUGUST		
SEPTEMBER	141,900	4,577
OCTOBER	140,300	4,526
NOVEMBER	151,500	5,050
DECEMBER	155,200	5,006
Annual Total	588,900	4,790

2021		
	Total	AVERAGE
JANUARY	150,900	4,868
FEBRUARY	132,900	4,746
MARCH	145,800	5,207
APRIL	152,900	5,097
MAY	177,900	5,739
JUNE	159,000	5,129
JULY	169,600	5,471
AUGUST	177,300	5,719
SEPTEMBER	175,600	5,665
OCTOBER	176,000	5,677
NOVEMBER	151,200	4,877
DECEMBER	143,000	4,613
Annual Total	1,912,100	5,234

2022		
	Total	AVERAGE
JANUARY	150,100	4,842
FEBRUARY	127,200	4,103
MARCH	130,300	4,203
APRIL	141,600	4,568
MAY	145,000	4,677
JUNE	155,500	5,016
JULY	173,500	5,597
AUGUST	167,200	5,394
SEPTEMBER	138,500	4,617
OCTOBER	144,300	4,655
NOVEMBER		
DECEMBER		
Annual Total	1,473,200	4,767

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT

========== FUND TOTALS ==========	
50 WATER FUND	122,799.41
60 SEWER FUND	99,943.00
GRAND TOTAL:	222,742.41

TOTAL PAGES: 6

APPROVED BY: _____

APPROVED BY: _____

This Packet:	$ 222,742.41
Security Deposit Refunds:	2,288.99
Travelers Comm. Ins., check dated 10/26/2022:	250.00
City of Charles Town, check dated 10/26/2022:	16,221.63
City of Ranson, check dated 10/26/2022:	2,963.15
Total:	$ 244,466.18

Note:

Highlighted invoice is for the R&R Project

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	204.30
GERALD TAYLOR CO., INC.	PUMP / TRANSPORT	WATER FUND	WATER	871.51
	PUMP / TRANSPORT	WATER FUND	WATER	869.13
	PUMP / TRANSPORT	WATER FUND	WATER	600.02
	PUMP / TRANSPORT	WATER FUND	WATER	259.84
	SUPERVAC LIFT STATIONS	SEWER FUND	SEWER	2,699.52
	TRANSPORT	SEWER FUND	SEWER	1,108.80
			TOTAL:	6,408.82
THE CI THORNBURG CO, INC.	METER TRANSCEIVER UNIT	WATER FUND	WATER	7,214.23
	METER TRANSCEIVER UNIT	WATER FUND	WATER	7,214.23
	2" OMNI C2 LONG METER	WATER FUND	WATER	7,068.76
	MAIN VALVE RUBBER	WATER FUND	WATER	109.01
			TOTAL:	21,606.23
TROJAN TECHNOLOGIES GROUP ULC	SLEEVE,SLEEVECUPNUT,LAMP P	SEWER FUND	SEWER	6,365.86
			TOTAL:	6,365.86
USA BLUEBOOK	SUBMERS CAGED LEVEL TRANSM	SEWER FUND	SEWER	836.89
			TOTAL:	836.89
VITAL SIGNS	TRUCK DECALS	WATER FUND	WATER	220.00
	TRUCK DECALS	SEWER FUND	SEWER	220.00
			TOTAL:	440.00
WAKEFIELD & ASSOCIATES INC	OCT COLLECTIONS	WATER FUND	WATER	181.72
	OCT COLLECTIONS	SEWER FUND	SEWER	181.73
			TOTAL:	363.45
WIRELESS NETWORKS GROUP, INC.	MISC SVCS, SEPT	WATER FUND	WATER	562.50
			TOTAL:	562.50
WV WATER DEVELOPMENT AUTHORITY	#2017-175 INFRSTRCTR FNDPR	SEWER FUND	NON-DEPARTMENTAL	788.21
			TOTAL:	788.21

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	1,374.29
MISS UTILITY OF WV, INC.	MESSAGE FEES: SEPT & OCT	WATER FUND	WATER	662.20
			TOTAL:	662.20
THOMAS NALLS	OCTOBER TANK LOT RENT	WATER FUND	NON-DEPARTMENTAL	3,787.18
			TOTAL:	3,787.18
LOGICAL CONCEPTS, INC	BRRRN,FLWNGSPGS,GRNFLDS,BR	SEWER FUND	SEWER	452.00
	WILTS	SEWER FUND	SEWER	14.20
	JHS, WNDYS, SPHN2	SEWER FUND	SEWER	15.58
			TOTAL:	481.78
PACE ANALYTICAL SERVICES, LLC	TESTING: WTP	WATER FUND	WATER	570.15
	TESTING: SOC WV3301909	WATER FUND	WATER	874.23
	TESTING: TUSC WKLY	SEWER FUND	SEWER	108.60
	TESTING: TUSC WKLY	SEWER FUND	SEWER	108.60
	TESTING: CT	SEWER FUND	SEWER	192.22
	TESTING: TUSC WKLY	SEWER FUND	SEWER	108.60
	TESTING: CT	SEWER FUND	SEWER	210.68
	TESTING: RACETRACK QRTRLY	SEWER FUND	SEWER	81.45
	TESTING: CT WKLY	SEWER FUND	SEWER	192.22
	TESTING: TUSC WKLY	SEWER FUND	SEWER	86.88
	TESTING: ROCKWOOL	SEWER FUND	SEWER	251.95
	TESTING: CT WKLY	SEWER FUND	SEWER	192.22
	TESTING: QRTLY SLDG	SEWER FUND	SEWER	305.17
	TESTING: TUSC WKLY	SEWER FUND	SEWER	108.60
			TOTAL:	3,391.57
CORPORATION OF RANSON	OCT UT COLLECTIONS	WATER FUND	NON-DEPARTMENTAL	2,969.10
			TOTAL:	2,969.10
SHENANDOAH AIR CONDITIONING & HEATING,	TWWTP DIAGNOSTIC	SEWER FUND	SEWER	99.00
			TOTAL:	99.00
SHENANDOAH SALES & SERVICE, INC.	SEWER VEHICLE SERVICE	WATER FUND	WATER	433.78
	WATER VEHICLE SERVICE	WATER FUND	WATER	172.17
	SEWER VEHICLE SERVICE	SEWER FUND	SEWER	177.49
	SEWER VEHICLE INSPECTION	SEWER FUND	SEWER	14.00
	SEWER VEHICLE SERVICE	SEWER FUND	SEWER	137.19
			TOTAL:	934.63
LAW OFFICES OF HOY SHINGLETON, L.C.	GENERAL 10/01 - 10/31/22	WATER FUND	WATER	663.00
	GENERAL 10/01 - 10/31/22	SEWER FUND	SEWER	493.00
	WVAW 10/01 & 10/21/22	SEWER FUND	SEWER	204.00
	SHEN JCT 10/5, 10/6, 10/21	SEWER FUND	SEWER	714.00
			TOTAL:	2,074.00
SPRINT	MONTHLY CELL SERVICE	WATER FUND	WATER	186.71
	MONTHLY CELL SERVICE	SEWER FUND	SEWER	238.77
			TOTAL:	425.48
STEPTOE & JOHNSON PLLC	GENERAL ENVIRONMENTAL	SEWER FUND	SEWER	10,952.50
			TOTAL:	10,952.50
STERN & EISENBERG PC, NJ ATTRNY BUSINE	REIMB CK 31916, RCV'D 10/2	WATER FUND	NON-DEPARTMENTAL	204.30

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT		AMOUNT
EXECUTIVE EMERGENCY LIGHTING LLC	AMBER LIGHTING INSTALL JEE	SEWER FUND	SEWER		665.03
				TOTAL:	665.03
FIFTH THIRD BANK	PCARD 4726	WATER FUND	WATER		1,793.61
	PCARD 4726	WATER FUND	WATER		909.44
	PCARD 4726	WATER FUND	WATER		777.37
	PCARD 4726	WATER FUND	WATER		473.66
	PCARD 4726	SEWER FUND	SEWER		790.80
	PCARD 4726	SEWER FUND	SEWER		845.09
	PCARD 4726	SEWER FUND	SEWER		2,296.81
	PCARD 4726	SEWER FUND	SEWER		273.60
	PCARD 4726	SEWER FUND	SEWER		135.35
	PCARD 4726	SEWER FUND	SEWER		28.25
				TOTAL:	8,323.98
FRONTIER COMMUNICATIONS	304-876-2120-111514-4	WATER FUND	WATER		107.02
	304-876-9970-121914-4	WATER FUND	WATER		106.26
				TOTAL:	213.28
GUTTMAN ENERGY	W/E 10/30/22	WATER FUND	WATER		1,248.92
	W/E 11/06/22	WATER FUND	WATER		297.24
	W/E 10/30/22	SEWER FUND	SEWER		694.52
	W/E 11/06/22	SEWER FUND	SEWER		1,021.65
				TOTAL:	3,262.33
GWIN DOBSON & FOREMAN INC	WWTP UPGRADE	SEWER FUND	NON-DEPARTMENTAL		8,829.82
	WW RETAINER SVCS	SEWER FUND	SEWER		1,545.15
				TOTAL:	10,374.97
INTELLIPOINT TECHNOLOGIES, LLC	IT-REGULAR-REMOTE	WATER FUND	WATER		100.00
				TOTAL:	100.00
PROTOUCH COMMUNICATIONS, LLC	OCT SVCS: AFTER-HRS EMERGE	WATER FUND	WATER		48.81
	OCT SVCS: AFTER-HRS EMERGE	SEWER FUND	SEWER		48.82
				TOTAL:	97.63
IRON MOUNTAIN, INC	SHREDDING, STORAGE	WATER FUND	WATER		359.85
	SHREDDING, STORAGE	SEWER FUND	SEWER		359.85
				TOTAL:	719.70
JAMES RIVER EQUIPMENT	PARTS FOR SKID STEER	WATER FUND	WATER		912.09
				TOTAL:	912.09
MCKINNEY'S AUTO REPAIR	WATER VEHICLE SERVICE	WATER FUND	WATER		1,226.49
	WATER TRUCK SERVICE	WATER FUND	WATER		1,645.69
	SEWER VEHICLE SERVICE	SEWER FUND	SEWER		190.50
				TOTAL:	3,062.68
METLIFE, INC	AD&D PAYABLE	WATER FUND	WATER		10.74
	LIFE PAYABLE	WATER FUND	WATER		52.00
	LTD PAYABLE	WATER FUND	WATER		323.92
	STD PAYABLE	WATER FUND	WATER		338.49
	AD&D PAYABLE	SEWER FUND	SEWER		8.48
	LIFE PAYABLE	SEWER FUND	SEWER		41.00
	LTD PAYABLE	SEWER FUND	SEWER		294.26
	STD PAYABLE	SEWER FUND	SEWER		305.40

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	20,572.88
CLIFFS CLEANING SERVICE	OCT CLEANING	WATER FUND	WATER	125.00
	OCT CLEANING	WATER FUND	WATER	365.00
	OCT CLEANING	SEWER FUND	SEWER	200.00
	OCT CLEANING	SEWER FUND	SEWER	100.00
	OCT CLEANING	SEWER FUND	SEWER	365.00
			TOTAL:	1,155.00
COMCAST BUSINESS	8299 31 008 0138502	WATER FUND	WATER	179.83
	8299 31 008 0138502	SEWER FUND	SEWER	179.83
			TOTAL:	359.66
CORE & MAIN	MTRPTBLLT, FRM&CVR	WATER FUND	WATER	1,921.67
	VLV BX RSR	WATER FUND	WATER	179.82
	MTRPTBLLT, FRM&CVR	WATER FUND	WATER	1,360.93
	CPLG,BRSSAD,PR315PIP,BLLCR	WATER FUND	WATER	2,827.39
	CTSPETBNG, SSINSRT	WATER FUND	WATER	715.20
	4AFC2504MMMJRWGVOLL/ADIBOD	WATER FUND	WATER	2,259.62
	STOCK FOR MAINT SHOP	WATER FUND	WATER	2,449.52
	SWRPIP,PVCSDR35,SWRCLNTPLG	SEWER FUND	SEWER	3,566.62
	CPLG, CLNOUT ADPT, CLNOUT	SEWER FUND	SEWER	2,456.02
			TOTAL:	17,736.79
COYNE CHEMICAL	AMMONIUM SULFATE 40% NSF	WATER FUND	WATER	1,326.00
	CP-837,AMMONIUMSULFATE40%N	WATER FUND	WATER	4,326.80
	CES PACL 2035	SEWER FUND	SEWER	3,159.00
			TOTAL:	8,811.80
CRYSTAL SPRINGS	MONTHLY SVC@ 661 & WWTP	WATER FUND	WATER	72.09
	MONTHLY SVC@ 661 & WWTP	SEWER FUND	SEWER	72.10
			TOTAL:	144.19
D.R. HORTON, INC.	SEWER UPSIZING PER AMEA	SEWER FUND	NON-DEPARTMENTAL	7,500.00
			TOTAL:	7,500.00
WV DEPT OF HEALTH & HUMAN SERVICES	FLOURIDE TEST	WATER FUND	WATER	15.00
	BACTERIOLOGICAL TEST	WATER FUND	WATER	100.00
	BACTERIOLOGICAL TEST	WATER FUND	WATER	20.00
	BACTERIOLOGICAL TEST	WATER FUND	WATER	20.00
			TOTAL:	155.00
DIGITAL ASSURANCE CERTIFICATION, LLC	DISSEMINATION SVC & STORAG	WATER FUND	WATER	1,250.00
	DISSEMINATION SVC & STORAG	SEWER FUND	SEWER	1,250.00
			TOTAL:	2,500.00
ENCOVA INSURANCE	INSTALLMENT	WATER FUND	WATER	2,855.32
	INSTALLMENT	SEWER FUND	SEWER	2,635.68
			TOTAL:	5,491.00
ERA	PH: WASTEWATER	SEWER FUND	SEWER	174.07
			TOTAL:	174.07
EUROFINS ENVIRONMENT TESTING AMERICA H	TESTING: SLUDGE	SEWER FUND	SEWER	2,080.00
			TOTAL:	2,080.00

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT		AMOUNT
KATHERINE ALBRIGHT	REIMB ALLABTPLMBNG INV2238	WATER FUND	WATER		615.25
				TOTAL:	615.25
AMERIGAS	TANK RENTAL: FLWNG SPRNGS	SEWER FUND	SEWER		133.29
	PROPANE: JOB CORPS	SEWER FUND	SEWER		834.91
				TOTAL:	968.20
APPLE VALLEY TIRE	TIRES FOR SEWER VEHICLE	SEWER FUND	SEWER		1,395.96
				TOTAL:	1,395.96
APPLIED INDUSTRIAL TECHNOLOGIES	KOP FLEX LTD 2 1/2B EB RHU	SEWER FUND	SEWER		1,208.96
	KOP FLEX LTD 2 1/2B EB RHU	SEWER FUND	SEWER		94.48
				TOTAL:	1,303.44
BIEDLER'S ELECTRIC MOTOR REPAIR, INC.	BELTS FOR PARK LIFT STATIO	SEWER FUND	SEWER		127.56
				TOTAL:	127.56
JP & RF BURNS PARTNERSHIP	OCT LOADS - 34	SEWER FUND	SEWER		6,086.00
				TOTAL:	6,086.00
CARMEUSE LIME & STONE	HYDRATE CHEMICAL BULK	SEWER FUND	SEWER		4,931.89
	HYDRATE CHEMICAL BULK	SEWER FUND	SEWER		580.80-
	HYDRATE CHEMICAL BULK	SEWER FUND	SEWER		291.77
				TOTAL:	4,642.86
CHAMPION INDUSTRIES, INC	PRINTING SVCS OCT	WATER FUND	WATER		249.18
	PRINTING SVCS OCT	WATER FUND	WATER		674.70
	POSTAGE 4 PRINTING SVCS OC	WATER FUND	WATER		1,974.72
	PRINTING SVCS OCT	SEWER FUND	SEWER		249.18
	PRINTING SVCS OCT	SEWER FUND	SEWER		674.70
	POSTAGE 4 PRINTING SVCS OC	SEWER FUND	SEWER		1,974.73
				TOTAL:	5,797.21
CHARLES TOWN PLUMBING LLC	RLCTMTRS 306&308 E LIBERTY	WATER FUND	WATER		1,050.00
				TOTAL:	1,050.00
CHARLES TOWN SEWER	OCTOBER FUNDING	SEWER FUND	NON-DEPARTMENTAL		10,648.52
				TOTAL:	10,648.52
CHARLES TOWN UTILITY BOARD	OCT FUNDING	WATER FUND	NON-DEPARTMENTAL		20,071.15
				TOTAL:	20,071.15
CHARLES TOWN WATER	OCTOBER FUNDING	WATER FUND	NON-DEPARTMENTAL		10,682.03
				TOTAL:	10,682.03
CITY NATIONAL BANK	LOCKBOX SVCS: OCT	WATER FUND	WATER		107.08
	LOCKBOX SVCS: OCT	SEWER FUND	SEWER		107.08
				TOTAL:	214.16
CITY OF CHARLES TOWN	UB COLLECTIONS OCT	WATER FUND	NON-DEPARTMENTAL		16,588.60
	661 WINDOW CLEANING 9/15/2	WATER FUND	WATER		22.28
	NOV RENT@ 661 S GEORGE ST	WATER FUND	WATER		1,275.00
	SEPT UTILITIES@ 661 S GEOR	WATER FUND	WATER		694.86
	661 WINDOW CLEANING 9/15/2	SEWER FUND	SEWER		22.27
	NOV RENT@ 661 S GEORGE ST	SEWER FUND	SEWER		1,275.00
	SEPT UTILITIES@ 661 S GEOR	SEWER FUND	SEWER		694.87