CHARLES TOWN UTILITY BOARD
AGENDA

WEDNESDAY, JUNE 11, 2025

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

CALL TO ORDER

1. **APPROVAL OF MINUTES**
   a. Approval of May 28, 2025 Regular Meeting Minutes
   05.28.25 Regular Meeting 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 Meeting - Meeting Agendas and Minutes 2025) or by accessing the following zoom link:

   https://us06web.zoom.us/j/81951861393?pwd=6EMb5cBqvempHXWF1FK76uJSu3y17k.1

   Meeting ID: 819 5186 1393
   Passcode: 822218
   (301)715-8592

3. **UNFINISHED BUSINESS**
   a. Update on WV PSC Cases - Possible Executive Session under the provision of W. VA Code 6-9a-4(b)(12) - To discuss any matter which, by express provision of federal law or state statute or rule of court is rendered confidential, or which is not considered a public record within the meaning of the freedom of information act as set forth in article one, chapter twenty-nine-b of the code.
   i. 25-0079-W-PC - Sidewinder Service Agreement for Mountain Pure Development
   ii. 25-0263-W-C – West Virginia American Water Complaint Case

   ALJ Procedural Order 06.06.25.pdf

4. **NEW BUSINESS**

a. Revised FY2026 Capital Improvement Plan
   4i-FY 26 - CIF STUDY CIP PLAN-rev.pdf
b. Asbury Block Sewer Project
   Asbury Block Project.pdf
c. West Branch Apartment Alternate Mainline Extension Agreement
   4iii-West Branch Apartments sewer AMEA 6-6-2025 rev.pdf

5. **MANAGER REPORTS**
   a. Utility Manager Report
      UM Report 06.11.25.pdf
   b. Chairman Report

6. **APPROVAL OF BILLS**
   a. June 11, 2025

7. **ADJOURNMENT**

8. **INFORMATION ONLY**
   a. Next Meeting - June 25, 2025 at 4:00 P.M.

CHARLES TOWN UTILITY BOARD

Wednesday, June 11, 2025

Regular Meeting

661 South George Street
Charles Town, WV 25414

Approval of May 28, 2025 Regular Meeting Minutes

Attachments:

05.28.25 Regular Meeting Minutes.pdf

Charles Town Utility Board
Regular Board Meeting
May 28, 2025

The Charles Town Utility Board held a regular meeting on May 28, 2025 at 4:00 P.M. Members of the Board present were John Nissel, Chairman; John Maxey, Vice Chairman; Duke Pierson, Treasurer; Heidi Parker, Board Member; and Patrick Kratovil, Board Member. Also present were Kristen Stolipher, Utility Manager; April Shultz, Assistant Utility Manager; Ashley Stottlemyer, Secretary; Robert Rodecker, Legal Counsel (Zoom).

CALL TO ORDER

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

APPROVAL OF MINUTES

Approval of May 14, 2025 Regular Meeting Minutes

The Chairman called for changes or corrections to the May 14, 2025 regular meeting minutes. Mrs. Parker proposed an amendment to the minutes providing more clarity on the discussion regarding the County Commission requesting her attendance at a meeting.

Action: **Motion made by Mr. Maxey, second by Mr. Pierson, the Board unanimously approved the minutes as amended.**

PUBLIC COMMENT

Public comment was received from Jacquelyn Milliron.

UNFINISHED BUSINESS

Update on WV PSC Cases - Possible Executive Session under the provision of W. VA Code 6-9a-4(b)(12) - To discuss any matter which, by express provision of federal law or state statute or rule of court is rendered confidential, or which is not considered a public record within the meaning of the freedom of information act as set forth in article one, chapter twenty-nine-b of the code.

i. 25-0079-W-PC - Sidewinder Service Agreement for Mountain Pure Development

Mr. Rodecker provided he is reviewing the draft lease agreement and will provide to the Board once his review is complete.

Action: **No action required by the Board.**

ii. 25-0263-W-C – West Virginia American Water Complaint Case

Mrs. Stolipher provided the Board with WVAW's response to the PSC Staff Recommendation and is now waiting for the matter to go to hearing.

Action: **No action required by the Board.**

PFAS Biosolids Testing Results

Mrs. Stolipher provided the draft policy in the packet incorporating revisions from the last meeting. Mr. Rodecker provided suggested changes to the draft. The Board provided discussions and agreed with Mr. Rodecker's comments.

Action: **Motion made by Mr. Maxey, second by Mrs. Parker, with discussions from the Board, the Board unanimously approved the PFAS policy incorporating the three recommended changes from Mr. Rodecker which included (1) deleting the second sentence in item 4 under Drinking Water, (2) striking the entire section of PFAS Thresholds & Land Application Thresholds and (3) striking PFOS from the first sentence under Biosolids PFAS Monitoring Policy Statement.**

NEW BUSINESS

FY 2026 Water Budget Revision

Mrs. Stolipher provided the need for a water budget revision to include additional money for the cleaning of the water storage tanks in the amount of $70,000 giving a total of $120,000 for that line item. She received three quotes to provide the cleaning of ten tanks as the previous company CTUB used had gone out of business. The Board provided discussions.

Action: **Motion made by Mr. Pierson, second by Mr. Maxey, the Board unanimously approved the water budget revision.**

Water Storage Tank Cleaning Proposals

Mrs. Stolipher included three proposals for the cleaning of ten storage tanks. Proposals included one from Aqueous Infrastructure Management for $42,505, one from SE Diving Services for $60,800 and a revised quote from In Depth, Inc totaling $33,500. She recommended moving forward with the In Depth, Inc proposal. Mrs. Stolipher also mentioned that should the company find more than three inches of sediment as quoted in the proposal, the budget allows for the cleaning of the additional while they are cleaning the tanks. The Board provided discussions.

Action: **Motion made by Mr. Pierson, second by Mr. Maxey, the Board unanimously approved the proposal from In Depth, Inc. as submitted.**

Sleepy Hollow Mainline Extension Request

Mrs. Stolipher introduced Josh Fornwalt from Forestar to request a Mainline Extension for the Sleepy Hollow Subdivision located off of Cranes Lane for an estimated 700 units. Mr. Fornwalt expressed their interest in a mainline extension rather than an alternate as the developer would pay the initial costs and have the opportunity to recoup that from the surrounding properties as they would provide access for water and sewer. The Board provided discussions. Mrs. Stolipher provided an evaluation needs to be done to assess the costs and evaluate all options. Mr. Maxey mentioned the Board's policy is for growth to pay for growth and not on the backs of the ratepayers.

Action: **Motion made by Mr. Maxey, second by Mr. Pierson, the Board unanimously approved tabling the request until an evaluation is completed and brought back to the Board.**

Avalon Water and Sewer Mainline Extension Agreements

Mrs. Stolipher presented the water and sewer Alternate Mainline Extension Agreements for Phase 1 of the Avalon Subdivision which is adjacent to the Water Treatment Plant. Mrs. Parker stated she noticed concerns on social media regarding the realtor of this subdivision being County Commissioner Stolipher and his relationship with the Utility Manager and wondered if there are

any ethical violations. Mr. Rodecker stated there is no suggestion that Mr. Stolipher's involvement with the transaction of the property is relative to these agreements and has no benefits.

Mr. Maxey asked if the project was located in the Charles Town Municipality, was approved by the Planning Commission, if CTUB was obligated to serve that location and was being paid for by the developer not ratepayers. Mrs. Stolipher responded yes to each question.

Action: **Motion made by Mr. Maxey, second by Mr. Pierson, the Board approved the water and sewer AMEA with Avalon. Mrs. Parker voted against the motion.**

Chlorine Room Modification Project

i. Agreement

Mrs. Stolipher included the Owner and Contractor Agreement prepared by Mr. Eckenrode and reviewed by Mr. Rodecker.

Action: **Motion made by Mr. Pierson, second by Mr. Maxey, the Board unanimously approved the Agreement as submitted.**

ii. Notice to Proceed

Mrs. Stolipher also included the Notice to Proceed effective today with substantial completion November 24, 2025 and final payment December 24, 2025.

Action: **Motion made by Mrs. Parker, second by Mr. Maxey, the Board unanimously approved the Notice to Proceed as submitted.**

iii. Change Order #1

Mrs. Stolipher provided Change Order #1 to reduce the original contract price by $30,910 for the hoist bringing the contract down to $357,710.

Action: **Motion made by Mr. Maxey, second by Mr. Pierson, the Board unanimously approved Change Order #1 as submitted.**

Collection System Project - Resolution No. 9 - Request for Payment #9, CWSRF Payment #3

Mrs. Stolipher included the pay application for Resolution No. 9, CWSRF Payment #3 in the amount of $48,555 for work completed. She also mentioned the contractor would be starting mobilization at Jefferson Memorial Park next week and holding off on Augustine Avenue until a potential change order has been brought back to the Board.

Action: **Motion made by Mr. Maxey, second by Mr. Kratovil, the Board unanimously approved Resolution No. 9 – CWSRF Payment #3.**

MANAGER REPORTS

Utility Manager Report

Mrs. Stolipher mentioned staff celebrated the retirement of Larry Stewart after 42 years.

Action: **No action required by the Board.**

Chairman Report

The Chairman provided City Council will decide on a new Chairman of the Board at their June 2nd meeting.

Action: **No action required by the Board.**

Mr. Maxey requested an update on the Rafetelis CIF report. Mrs. Stolipher provided they are waiting for the final Capital Improvement Plan which she is working on finalizing with staff and Dewberry by the next meeting so the growth-related components are up-to-date and accurate. She also mentioned she will provide the Sanitary Surveys to the Board when complete.

APPROVAL OF BILLS

May 28, 2025

Action: **Motion made by Mr. Pierson, second by Mr. Maxey, with discussion from the Board, the Board unanimously approved the payment of the bills.**

ADJOURNMENT

There being no further business at this time, the Board adjourned the meeting at 5:10 P.M.

INFORMATION ONLY

The next meeting is scheduled for Wednesday, June 11, 2025 at 4:00 P.M. at 661 S. George Street.

_____	_____
John Nissel	Ashley Stottlemyer
Chairman	Secretary

CHARLES TOWN UTILITY BOARD

Wednesday, June 11, 2025

Regular Meeting

661 South George Street
Charles Town, WV 25414

Update on WV PSC Cases - Possible Executive Session under the provision of W. VA Code 6-9a-4(b)(12) - To discuss any matter which, by express provision of federal law or state statute or rule of court is rendered confidential, or which is not considered a public record within the meaning of the freedom of information act as set forth in article one, chapter twenty-nine-b of the code.

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25-0079-W-PC - Sidewinder Service Agreement for Mountain Pure Development

CHARLES TOWN UTILITY BOARD

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25-0263-W-C – West Virginia American Water Complaint Case

Attachments:

ALJ Procedural Order 06.06.25.pdf

PUBLIC SERVICE COMMISSION
OF WEST VIRGINIA
CHARLESTON

Issued: June 6, 2025

CASE NO. 25-0263-W-C

CITY OF CHARLES TOWN,
Charles Town, Jefferson County,

Complainant,

v.

WEST VIRGINIA-AMERICAN WATER COMPANY,
a public utility,

Defendant.

PROCEDURAL ORDER

This Order sets the matter for hearing.

On February 13, 2025, the Charles Town Utility Board (City) filed a complaint against the West Virginia-American Water Company (Company) alleging that the Company was encroaching into the City's exclusive service territory creating utility-on-utility competition. The City indicated that it had a water main contiguous to the property at issue and served customers in the immediate area.

On February 14, 2025, the Commission referred the matter.

On February 24, 2025, the Company filed its answer. The Company denied that it was acting improperly. The Company justified its actions citing Beckley Water Company v. City of Mount Hope Water Department, Case No. 23-0807-W-C.

On May 14, 2025, Staff recommended that the company be ordered to cease and desist encroaching on the City's service territory and concluded that the proposed service area is within the City's service area. Staff indicated that the construction proposed by the Company would result in a water main crossing the City's existing water main. Staff indicated that City had existing water mains already along two roadways, Somerset Boulevard and Keyes Ferry Road, that border the property. Staff noted that the Commission in Beckley Water v. City of Mount Hope gave great deference to the municipality.

On May 27, 2025, the Company objected to the Staff recommendation.

The matter should be set for hearing.

ORDER

IT IS, THEREFORE, ORDERED **that the matter be, and hereby is, set for hearing on July 30, 2025, at 9:30 a.m., in The County Meeting Room, Basement of Charles Town Library, 200 East Washington Street.**

IT IS FURTHER ORDERED that the Executive Secretary serve this Order upon Commission Staff by hand delivery, upon all parties of record who have filed an e-service agreement with the Commission by electronic service and upon all other parties by U.S. First Class Mail.

Keith A. George
Chief Administrative Law Judge

KAG:lc:wsl
250263ab

CHARLES TOWN UTILITY BOARD

Wednesday, June 11, 2025

Regular Meeting

661 South George Street
Charles Town, WV 25414

Revised FY2026 Capital Improvement Plan

Attachments:

4i-FY 26 - CIF STUDY CIP PLAN-rev.pdf

Charles Town Utility Board
Capital Improvement Plan

Revised: May 29, 2025

Water Treatment and Distribution System Capital Improvement Projects							
Project Number	**Project Name**	**Department**	**Phase A - 2024-2026**	**Phase B - 2027-2028**	**Phase C - 2029-2032**	**System Improvement**	**Supports Growth**
Main Zone Improvements							
PR-MZ-01	Charles Town RaceTrack	Water	$ 88,000.00			50%	50%
PR-MZ-02	Fritts & Old Town Ranson	Water		$ 647,500.00			100%
PR-MZ-04	Church Street	Water	$ 595,000.00			30%	70%
PR-MZ-05	South George Street	Water	$ 279,000.00			70%	30%
PR-MZ-06	Water Street	Water			$ 240,000.00	70%	30%
PR-MZ-07	Route 340	Water		$ 1,200,000.00		50%	50%
PR-MZ-16	West Academy Tie	Water	$ 88,000.00			70%	30%
Total Main Zone Improvements			**$ 1,050,000.00**	**$ 1,847,500.00**	**$ 240,000.00**		
Northern High Zone Improvements							
PR-NZ-05	East 10th Street	Water	$ 298,000.00			70%	30%
PR-NZ-06	Burns Street PS Upgrade	Water		$ 1,175,333.33			100%
Total Northern High Zone Improvements			**$ 298,000.00**	**$ 1,175,333.33**	**$ -**		
Huntfield Zone Improvements							
PR-HZ-01	Augustine Avenue PS Discharge	Water		$ 298,000.00			100%
PR-HZ-05	Augustine Avenue PS Upgrade	Water		$ 780,000.00		30%	70%
Total Huntfield Zone Improvements			**$ -**	**$ 1,078,000.00**	**$ -**		
Water Treatment Plant and Associated Projects							
PR-WTP-01	Well Development/Spring Source Construction	Water	$ 1,614,900.00			50%	50%
PR-WTP-02	WTP Chlorine Room Upgrades	Water	$ 401,910.00			100%	
PR-WTP-04	WTP Sludge Forcemain/Pump Station	Water	$ 915,588.00			100%	
PR-WTP-05	Intake Construction Cost	Water			$ 1,265,000.00	100%	
PR-WTP-06	WTP Upgrade	Water			$ 40,000,000.00	30%	70%
Total Huntfield Zone Improvements			**$ 2,932,398.00**	**$ -**	**$ 41,265,000.00**		
Water Capital Project Improvements		**Total**	**$ 4,280,398.00**	**$ 4,100,833.33**	**$ 41,505,000.00**	**$**	**49,886,231.33**

Wastewater Treatment and Collection System Capital Improvement Projects							
Project Number	**Project Name**	**Department**	**Phase A - 2024-2026**	**Phase B - 2027-2028**	**Phase C - 2029-2032**	**System Improvement**	**Supports Growth**
Wastewater Treatment Plant Projects							
PR-WW-01	Renewal and Replacement Project	Sewer	$ 12,131,815.92	$ -	$ -	90%	10%
PR-WW-02	CTWWTP Upgrades and Expansion	Sewer	$ 55,000.00	$ -	$ 40,000,000.00	30%	70%
PR-WW-03	Blu-Nite Sand Filters @ CTWWTP	Sewer	$ 200,000.00	$ -	$ -	100%	
Total Wastewater Treatment Plant Projects			**$ 12,386,815.92**	**$ -**	**$ 40,000,000.00**		
Collection System Projects							
PR-CS-01	Collection System Project	Sewer	$ 7,665,544.00	$ -	$ -	70%	30%
PR-CS-02	Flowing Springs Pump Station Upgrade	Sewer	$ -	$ 1,000,000.00	$ -	30%	70%
PR-CS-03	Greenfield Forcemain & Pump Station Upgrades	Sewer	$ 1,360,000.00	$ -	$ -		100%
PR-CS-04	Cantor Hollow Pump Station	Sewer	$ 145,000.00	$ -	$ -	100%	
PR-CS-05	Asbury Church Area - Sewer Main Replacement	Sewer	$ 1,215,146.00	$ -	$ -	100%	
PR-CS-06	Fairfax Crossing Parallel Line/Collector Projects	Sewer	$ -	$ 2,500,000.00	$ -		100%

PR-CS-07	Collections System Upgrade	Sewer	$ -	$ 3,000,000.00	$ -	30%	70%
PR-CS-08	Collections Pump Stations Project	Sewer	$ -	$ -	$ 3,500,000.00	30%	70%
Total Collection System Projects			**$ 10,385,690.00**	**$ 6,500,000.00**	**$ 3,500,000.00**		
Wastewater Capital Project Improvement Projects		**Total**	**$ 22,772,505.92**	**$ 6,500,000.00**	**$ 43,500,000.00**	**$**	**72,772,505.92**

General Facilities Maintenance							
Project Number	**Project Name**	**Department**	**Phase A - 2024-2026**	**Phase B - 2027-2028**	**Phase C - 2029-2032**	**System Improvement**	**Supports Growth**
	Maintenance Building	Water/Sewer	$ 935,000.00	$ -	$ -		100%
General Facilities Maintenance		**Total**	**$ 935,000.00**	**$ -**	**$ -**		

CHARLES TOWN UTILITY BOARD

Wednesday, June 11, 2025

Regular Meeting

661 South George Street
Charles Town, WV 25414

Asbury Block Sewer Project

Attachments:

Asbury Block Project.pdf

Date: June 11, 2025

DRAFT

Charles Town Utility Board
Asbury Church Area - Sewer Main Replacement
Schedule B - Internal Purposes Only

			Resolution No. 1	
A. COST OF PROJECT	**ESTIMATED CONSTRUCTION BUDGET**	**Paid from CTUB Internal Funds**	**Contractor's Application for Payment No. 01**	**BALANCE REMAINING**
1 **CONSTRUCTION**				
a. Contract - Construction Estimate	$ 1,140,346.00	$ -	$ -	$ 1,140,346.00
b. Construction Contingency (5%)	$ 57,017.30	$ -	$ -	$ 57,017.30
2 **ENGINEERING SERVICES**				
a. GDF Engineering (Design)	$ 49,000.00	$ 32,990.87	$ -	$ 16,009.13
b. Specialized Engineering (Geotechnical)	$ 25,800.00	$ 25,050.00	$ -	$ 750.00
3 **Total Project Costs Line 1-2**	**$ 1,272,163.30**	**$ 58,040.87**	**$ -**	**$ 1,214,122.43**

B. SOURCES OF FUNDS	**APPROVED PROJECT FUNDING**	**Paid from CTUB Internal Funds**	**Contractor's Application for Payment No. 01**	**BALANCE REMAINING**
1 INTERNAL FUNDS				
a. Operating/Renewal & Replacement Fund	$ 1,272,163.30	$ (58,040.87)	$ -	$ 1,214,122.43
1 Total Sources of Funds	**$ 1,272,163.30**	**$ (58,040.87)**	**$ -**	**$ 1,214,122.43**

Charles Town Utility Board

Asbury Church Area Sanitary Sewer Improvements

Project #: 24045
Date: 4/28/2025

GD&F GWIN DOBSON & FOREMAN ENGINEERS

Item Description	Quantity	Units	Material Cost per Qty.	Labor Cost Per Qty.	Sub Cost	Cost Per Activity
Mobilization / Demobilization						
Mobilization / Demobilization	1	LS		$ 30,000.00	$ 30,000.00	
Bonding and Insurances	1	LS		$ 22,000.00	$ 22,000.00	2% of Total Job Cost.
Permitting	1	LS		$ 2,000.00	$ 2,000.00	
General Conditions	1	LS		$ 12,000.00	$ 12,000.00	
Site Surveying	1	LS		$ 2,000.00	$ 2,000.00	
Testing Allowance	1	LS		$ 10,000.00	$ 10,000.00	
Traffic Control	1	LS		$ 40,000.00	$ 40,000.00	
Temporary Bypass Pumping	1	LS		$ 20,000.00	$ 20,000.00	
					$ -	**$ 138,000.00**
North Charles St						
Man Hole(s)						
MH NO 1 Man Hole Excavation	7	CY			$ -	
Material (Manhole,Riser,Frame,Cover, Installation)	1	Ea.	$ 1,000.00	$ 3,500.00	$ 4,500.00	
Select Backfill	4	Ton	$ 100.00		$ 400.00	
MH NO 2 Man Hole Excavation	15	CY			$ -	
Material (Manhole,Riser,Frame,Cover)	1	Ea.	$ 1,000.00	$ 3,500.00	$ 4,500.00	
Select Backfill	6	Ton	$ 100.00		$ 600.00	
8" SDR-35 Main Line						
8" Main Excavation	356	CY			$ -	
8" SDR-35 (Material/Installation)	307	Ft	$ 120.00	$ -	$ 36,840.00	
Fittings	1	JOB	$ 1,000.00		$ 1,000.00	
Select Backfill	500	Ton	$ 100.00		$ 50,000.00	
Laterals					$ -	
4" SDR-35 (Materials/Installation)	120	Ft	$ 100.00		$ 12,000.00	
8"X4" Wye	5	Ea.	$ 150.00		$ 750.00	
4" 45° Bend	5	Ea.	$ 100.00		$ 500.00	
Select Backfill	125	Ton	$ 100.00		$ 12,500.00	
Paving/Sidewalk Restoration					$ -	
4" Base (5'W Trench)	221	SY	$ 80.00		$ 17,680.00	
1.5" Wearing (5'W Trench)	221	SY	$ 100.00		$ 22,100.00	
Concrete	28	SY	$ 200.00		$ 5,600.00	
Misc.	1	LS		$ 2,000.00	$ 2,000.00	**$ 166,070.00**
West North St.						
Man Hole(s)						
MH NO 3 Man Hole Excavation	16	CY			$ -	
Material (Manhole,Riser,Frame,Cover, Installation)	1	Ea.	$ 1,000.00	$ 2,500.00	$ 3,500.00	
Select Backfill	4	Ton	$ 100.00		$ 400.00	
MH NO 4 Man Hole Excavation	17	CY			$ -	
Material (Manhole,Riser,Frame,Cover, Installation)	1	Ea.	$ 1,000.00	$ 2,500.00	$ 3,500.00	
Select Backfill	4	Ton	$ 100.00		$ 400.00	
CO NO 1 Man Hole Excavation	12	CY			$ -	
Material (Manhole,Riser,Frame,Cover)	1	Ea.	$ 1,000.00	$ 2,500.00	$ 3,500.00	
Select Backfill	4	Ton	$ 100.00		$ 400.00	
8" SDR-35 Main Line						
8" Main Excavation	1362	CY			$ -	
8" SDR-35 (Material/Installation)	750	Ft	$ 192.00		$ 144,000.00	
Fittings	1	JOB	$ 1,000.00	$ -	$ 1,000.00	
Select Backfill	1906	Ton	$ 100.00		$ 190,600.00	
Laterals						
Excavation (85'Lx4'Wx5'avg.D)	63	CY			$ -	
4" SDR-35 (Materials/Installation)	85	Ft	$ 192.00		$ 16,320.00	
8"X4" Wye	3	Ea.	$ 150.00		$ 450.00	
4" 45° Bend	1	Ea.	$ 100.00		$ 100.00	

Select Backfill	88	Ton	$ 100.00		$ 8,800.00	
Paving/Sidewalk Restoration					$ -	
4" Base (5'W Trench)	464	SY	$ 200.00		$ 92,800.00	
1.5" Wearing (5'W Trench)	464	SY	$ 200.00		$ 92,800.00	
Concrete	10	SY	$ 700.00		$ 7,000.00	
Misc.	1	LS		$ 2,000.00	$ 2,000.00	**$ 559,770.00**
West Liberty St.						
Man Hole(s)						
MH NO 5 Man Hole Excavation	8	CY			$ -	
Material (Manhole,Riser,Frame,Cover, Installation)	1	Ea.	$ 1,000.00	$ 2,500.00	$ 3,500.00	
Select Backfill	3	Ton	$ 100.00		$ 300.00	
MH NO 6 Man Hole Excavation	20	CY			$ -	
Material (Manhole,Riser,Frame,Cover, Installation)	1	Ea.	$ 1,000.00	$ 2,500.00	$ 3,500.00	
Select Backfill	6	Ton	$ 100.00		$ 600.00	
CO NO 2 Man Hole Excavation	8	CY			$ -	
Material (Manhole,Riser,Frame,Cover)	1	Ea.	$ 1,000.00	$ 2,500.00	$ 3,500.00	
Select Backfill	3	Ton	$ 100.00		$ 300.00	
8" SDR-35 Main Line						
8" Main Excavation	403	CY			$ -	
8" SDR-35 (Material/Installation)	388	Ft	$ 192.00		$ 74,496.00	
Fittings	1	JOB	$ 1,000.00	$ -	$ 1,000.00	
Select Backfill	563	Ton	$ 100.00		$ 56,300.00	
Laterals						
Excavation (85'Lx4'Wx5'avg.D)	133	CY			$ -	
4" SDR-35 (Materials/Installation)	180	Ft	$ 192.00		$ 34,560.00	
8"X4" Wye	5	Ea.	$ 150.00		$ 750.00	
4" 45° Bend	4	Ea.	$ 100.00		$ 400.00	
Select Backfill	190	Ton	$ 100.00		$ 19,000.00	
Paving/Sidewalk Restoration					$ -	
4" Base (5'W Trench)	184	SY	$ 200.00		$ 36,800.00	
1.5" Wearing (5'W Trench)	184	SY	$ 200.00		$ 36,800.00	
Concrete	10	SY	$ 700.00		$ 7,000.00	
Grass	180	SY	$ 20.00		$ 3,600.00	
Misc.	1	LS		$ 2,000.00	$ 2,000.00	**$ 276,506.00**
					Subtotal:	$ 1,140,346.00

CHARLES TOWN UTILITY BOARD

Wednesday, June 11, 2025

Regular Meeting **661 South George Street**
Charles Town, WV 25414

West Branch Apartment Alternate Mainline Extension Agreement

Attachments:

4iii-West Branch Apartments sewer AMEA 6-6-2025 rev.pdf

ALTERNATE MAINLINE SEWAGE COLLECTION SYSTEM AGREEMENT

THIS AGREEMENT (the "Agreement") is made and effective this _____day of _____, 2025, by and between the **CITY OF CHARLES TOWN, by and through the CHARLES TOWN UTILITY BOARD**, (hereafter, "CTUB") and **West Branch Development LLC** (hereafter " the DEVELOPER").

WHEREAS, CTUB has been authorized by the Public Service Commission of West Virginia ("Commission") 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 West Branch Apartments (the "Development") located within CTUB's service territory; and,

WHEREAS, the Development will be located along Route 115 approximately 0.7 miles northeast of the intersection with Leetown Pike; and

WHEREAS, the DEVELOPER intends to construct 235 residential apartment units; and

WHEREAS, the DEVELOPER intends to construct On-site and Off-site sewage collection systems on, in the area near to, or adjacent to the Development as approved by CTUB on the Development's Preliminary Plat. The sewage collection system includes approximately 1,653 LF of 8" sewer line to the point of connection to the existing CTUB sewer system, along with the associated service laterals and manholes (the "Sewage Collection Systems") to service the Residential Lots, which will connect to the sewage collection and pumping system of 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 ("Sewer Rules") that became effective on March 25, 2023, in its entirety, understands the Rule and chooses to enter into this alternate main line extension agreement and to waive its right to refunds provided thereunder.

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

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acknowledged, CTUB 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 (collectively referred to herein as "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 nor its engineers or agents shall bear any financial or any other responsibility for the design and construction of the Sewage Collection System (the design and construction of the Sewer Collection System shall be collectively referred to as the "Project").

Section 1.02. The DEVELOPER shall, at its 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. If requested, plans and specifications shall be submitted to the Commission for review.

ARTICLE II

CONSTRUCTION AND INSPECTION

Section 2.01. The DEVELOPER will construct the entire Sewer 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 specifications. The DEVELOPER shall obtain, at its 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.

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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. CTUB shall bear no financial or other responsibility for the construction of the Sewage Collection System in the Development. However, 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, or Phase thereof if the project is phased, the DEVELOPER shall maintain sole ownership of said sewer system.

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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. Any new agreement will require the approval of the Commission.

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 ninety (90) 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 ninety (90) 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 its 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 system. The transfer of ownership shall occur no late than fifteen (15) days after the expiration of CTUB' s right of inspection and testing, set forth in Section 3.02.

Section 3.04. Nothing in this Article shall be construed to prevent CTUB from accepting ownership of the system a section at a time, provided that CTUB shall accept a section of the system only if said section is complete in all respects and can be fully operational at the time of the transfer of that section. CTUB and the DEVELOPER shall have the same rights and obligations and shall follow the same procedures established in the Article for the transfer of ownership of the entire system.

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

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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 Commission. 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 Commission's Sewer Rules, 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 shall not be 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 Commission.

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 will 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. 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

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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.

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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 CTUB. 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 the 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

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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. Any amendment to this Agreement should be submitted to the Commission for review and/or approval.

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.

CITY OF CHARLES TOWN, by and through the CHARLES TOWN UTILITY BOARD

By:_____

Its: _____

ATTEST:

_____

Its: _____

West Branch Development LLC

By:_____

Its:_____

ATTEST:

_____

Its: _____

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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

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EXHIBIT B

DEVELOPER'S PROJECT

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

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SHEETS 8 & 10

SHEETS 9 & 11

BRIDGEFORTH JAMES & WILLIAM E III
PARCEL ID: 08-80-013
DB. 1128 PG. 403

WESTCOTT LLC.
PARCEL ID: 08-80-012
DB. 935 PG. 649

WESCOTT DRIVE
60' ROW
DB. 418 PG. 715

BRIDGEFORTH JAMES & WILLIAM E III
PARCEL ID: 08-80-015
DB. 1095 PG. 701

BRIDGEFORTH JAMES & WILLIAM E III
PARCEL ID: 08-80-016
DB. 1066 PG. 272

BRIDGEFORTH JAMES & WILLIAM E III
PARCEL ID: 08-80-016
DB. 1066 PG. 272

ROBERTS DONNA JEAN
PARCEL ID: 08-10-001
DB. 949 PG. 56

MITCHELL RAY N
PARCEL ID: 08-10-001
DB. 1262 PG. 96

STRIDER JEFFERSON S-TR
PARCEL ID: 08-10-005
DB. 1258 PG. 54

JEFFERSON COUNTY BOARD OF EDUCATION
PARCEL ID: 08-10-0006
DB. 1200 PG. 194

60 0 60 120 180
Scale 1" = 60'

DATE	REVISIONS
01/28/25	CITY, CTUB, WVAM, WVDOT, DEP COMMENTS

MORRIS & RITCHIE ASSOCIATES, INC.
ENGINEERS, PLANNERS, SURVEYORS AND LANDSCAPE ARCHITECTS
205 EAST HIRST ROAD, SUITE 106
PURCELLVILLE, VA 20132
PHONE (703) 884-4047
MRA@TA.COM

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JON K. ERICKSON
REGISTERED
16052
STATE OF WEST VIRGINIA
PROFESSIONAL ENGINEER
01/28/25

SHEET OVERVIEW

WEST BRANCH APARTMENTS

CONSTRUCTION DRAWINGS
CITY OF RANSON, WEST VIRGINIA

JOB NO.:	22541
SCALE:	1" = 60'
DATE:	10/07/24
DRAWN BY:	DLT
DESIGN BY:	DLT
REVIEW BY:	JKE
SHEET:	7 OF 45

CHARLES TOWN UTILITY BOARD

Wednesday, June 11, 2025

Regular Meeting

661 South George Street
Charles Town, WV 25414

Utility Manager Report

Attachments:

UM Report 06.11.25.pdf

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: June 11, 2025

- **Customer Counts**
  - Sewer 10,051
  - Water 7,445

- **Administrative**
  - Utility Cloud and Edmunds software population and integration on-going

- **Water**
  - Water Model update revisions
  - ALJ Hearing set in WVAW Complaint case for July 30th at 9:30 a.m. in County Meeting Room in Library Building
  - Lead and Copper sampling within next 60 days

- **Sewer**
  - Renewal and Replacement Project substantially complete
  - Collection System Project
  - Greenfield Forcemain – Bidding anticipated in June, finalizing easement plats and recordation

Charles Town Utility Board 2024 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-24	1.5	86	87.5	$ 289,687.50	$ 33,312.50	$ 256,375.00
Feb-24		130	130	$ 458,900.00	$ 78,000.00	$ 380,900.00
Mar-24	6.78	52	58.78	$ 181,975.40	$ 9,750.00	$ 172,225.40
Apr-24	25	107	132	$ 438,885.00	$ 50,375.00	$ 388,510.00
May-24		52	52	$ 175,110.00	$ 22,750.00	$ 152,360.00
Jun-24		49	49	$ 182,570.00	$ 39,000.00	$ 143,570.00
Jul-24		100.3	100.3	$ 345,879.00	$ 52,000.00	$ 293,879.00
Aug-24		69	69	$ 226,545.00	$ 24,375.00	$ 202,170.00
Sep-24		71	71	$ 234,030.00	$ 26,000.00	$ 208,030.00
Oct-24	14	70	84	$ 278,620.00	$ 9,750.00	$ 268,870.00
Nov-24		92	92	$ 295,560.00	$ 26,000.00	$ 269,560.00
Dec-24	2.6	26	28.6	$ 96,798.00		$ 96,798.00
Total 2024	**49.88**	**764.3**	**954.18**	**$ 3,204,559.90**	**$ 371,312.50**	**$ 2,833,247.40**

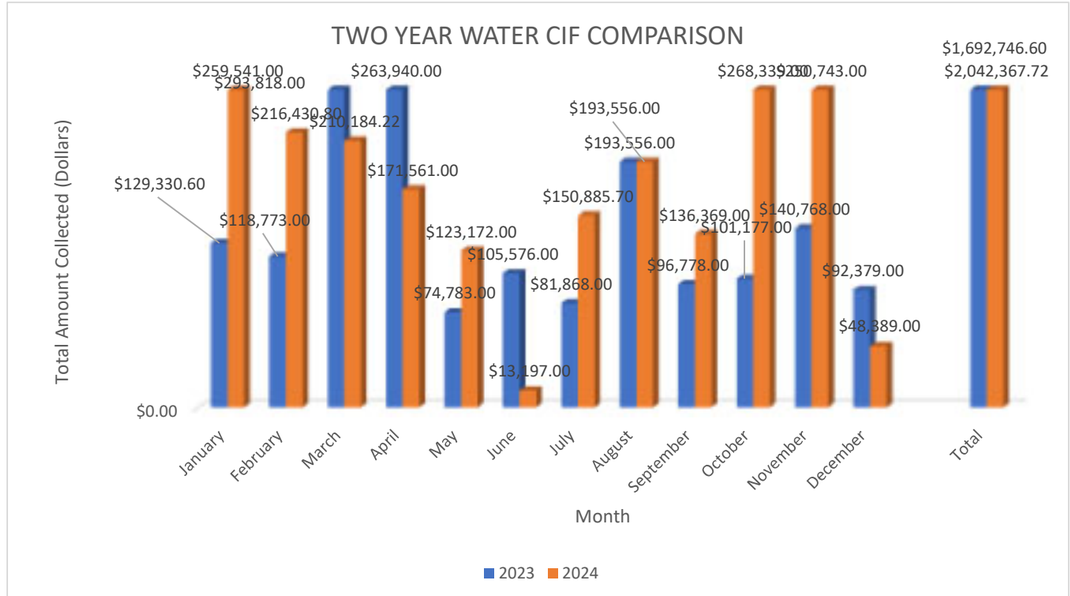


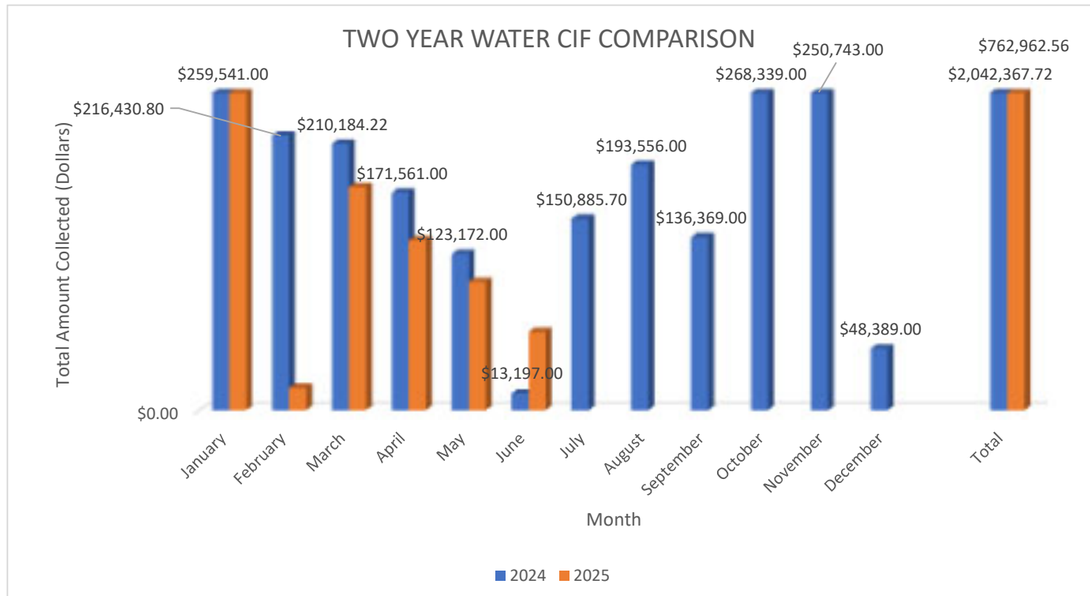
Charles Town Utility Board 2025 Capacity Improvement Fee Collections/EDU for Sewer						
Month	**Commercial**	**Residential**	**Total Number of EDU's**	**Total Sewer CIF Collected**	**CIF Paid to Ranson**	**Total**
Jan-25	1	123	124	$ 402,960.00	$ 45,500.00	$ 357,460.00
Feb-25		80	80	$ 289,650.00	$ 55,250.00	$ 234,400.00
Mar-25		121.5	121.5	$ 419,370.00	$ 63,375.00	$ 355,995.00
Apr-25	0.44	124	124.44	$ 505,984.20	$ 141,375.00	$ 364,609.20
May-25		87	87	$ 313,410.00	$ 58,500.00	$ 254,910.00
Jun-25		45	45	$ 141,600.00	$ 9,750.00	$ 131,850.00
Jul-25						
Aug-25						
Sep-25						
Oct-25						
Nov-25						
Dec-25						
Total 2025	**1.44**	**580.5**	**581.94**	**$ 2,072,974.20**	**$ 373,750.00**	**$ 1,699,224.20**



2024 Capacity Improvement Fee Collections/EDU for Water				
Month	Commercial	Residential	Total Number of EDU's	Total Water CIF
Jan-24		59	59	$ 259,541.00
Feb-24		49.2	49.2	$ 216,430.80
Mar-24	6.78	41	47.78	$ 210,184.22
Apr-24		39	39	$ 171,561.00
May-24		28	28	$ 123,172.00
Jun-24		3	3	$ 13,197.00
Jul-24		34.3	34.3	$ 150,885.70
Aug-24		44	44	$ 193,556.00
Sep-24		31	31	$ 136,369.00
Oct-24		61	61	$ 268,339.00
Nov-24		57	57	$ 250,743.00
Dec-24		11	11	$ 48,389.00
Total 2024	**6.78**	**396.5**	**464.28**	**$ 2,042,367.72**

2025 Capacity Improvement Fee Collections/EDU for Water				
Month	Commercial	Residential	Total Number of EDU's	Total Water CIF
Jan-24		62	62	$ 272,738.00
Feb-24		4	4	$ 17,596.00
Mar-24		40	40	$ 175,960.00
Apr-24	0.44	30	30.44	$ 133,905.56
May-24		23	23	$ 101,177.00
Jun-24		14	14	$ 61,586.00
Jul-24				
Aug-24				
Sep-24				
Oct-24				
Nov-24				
Dec-24				
Total 2025	**0.44**	**173**	**173.44**	**$ 762,962.56**





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 (MGD)	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	387.15	1.06	0.69	687,500	4,583
2023	1.75	382.28	1.06	0.69	694,167	4,628
2024	1.75	431.85	1.30	0.45	453,333	3,022

TUSCAWILLA WASTEWATER PLANT FLOW DATA						
YEAR	Total Design (MGD)	TOTAL ANNUAL FLOW (MG)	AVERAGE DAILY (MGD)	Total Design minus Average Daily (MGD)	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	62.8	0.17	0.33	328,333	2,189
2023	0.5	83.78	0.23	0.27	270,000	1,800
2024	0.5	66.68	0.18	0.32	316,667	2,111
2025	0.5	0	0.00	0.50	500,000	3,333

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	6,772
2023	6,428
2024	5,133
2025	3,333

Legend:
MGD= Million gallons per day
MG=million gallons
gpd= gallons per day
EDU= Equivalent Dwelling Unit (150 gpd)

2022		
	Total (MG)	AVERAGE (MG)
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	30.09	1.00
DECEMBER	35.38	1.14
Annual Total	387.15	1.06

2023		
	Total (MG)	AVERAGE (MG)
JANUARY	36.55	1.21
FEBRUARY	28.96	1.03
MARCH	30.46	1.02
APRIL	29.52	0.98
MAY	30.78	0.99
JUNE	29.64	0.99
JULY	31.2	1.01
AUGUST	29.96	1.00
SEPTEMBER	33.38	1.11
OCTOBER	33.02	1.07
NOVEMBER	33.61	1.12
DECEMBER	35.2	1.14
Annual Total	382.28	1.06

2024		
	Total (MG)	AVERAGE (MG)
JANUARY	36.06	1.16
FEBRUARY	34.43	1.19
MARCH	38.99	1.26
APRIL	38.08	1.27
MAY	37.15	1.2
JUNE	32.9	1.1
JULY	34.51	1.11
AUGUST	41.05	2.63
SEPTEMBER	35.37	1.18
OCTOBER	35.46	1.14
NOVEMBER	35.48	1.22
DECEMBER	32.37	1.1
Annual Total	431.85	1.30

2025		
	Total (MG)	AVERAGE (MG)
JANUARY	38.98	1.26
FEBRUARY	34.73	1.24
MARCH	33.84	1.09
APRIL	32.05	1.07
MAY	37.34	1.2
JUNE		
JULY		
AUGUST		
SEPTEMBER		
OCTOBER		
NOVEMBER		
DECEMBER		
Annual Total	176.94	1.17

2022		
	Total (MG)	AVERAGE (MG)
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	6.94	0.23
DECEMBER	6.73	0.22
Annual Total	62.8	0.17

2023		
	Total (MG)	AVERAGE (MG)
JANUARY	7.3	0.24
FEBRUARY	6.38	0.23
MARCH	6.41	0.21
APRIL	6.13	0.20
MAY	6.30	0.20
JUNE	6.89	0.23
JULY	7.31	0.24
AUGUST	7.7	0.25
SEPTEMBER	6.98	0.23
OCTOBER	6.92	0.22
NOVEMBER	7.22	0.24
DECEMBER	8.24	0.27
Annual Total	83.78	0.230

2024		
	Total (MG)	AVERAGE (MG)
JANUARY	8.61	0.28
FEBRUARY	8.25	0.28
MARCH	6.28	0.2
APRIL	5.05	0.17
MAY	4.64	0.15
JUNE	5.25	0.18
JULY	4.91	0.16
AUGUST	5.42	0.18
SEPTEMBER	4.87	0.16
OCTOBER	4.5	0.15
NOVEMBER	4.41	0.15
DECEMBER	4.49	0.14
Annual Total	66.68	0.183

2025		
	Total (MG)	AVERAGE (MG)
JANUARY	4.9	0.16
FEBRUARY	4.5	0.17
MARCH	6.19	0.2
APRIL	6.84	0.23
MAY	6.76	0.22
JUNE		
JULY		
AUGUST		
SEPTEMBER		
OCTOBER		
NOVEMBER		
DECEMBER		
Annual Total	29.19	0.196

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 (MGD)	Total Available (gpd)	Total Available (EDU's)
2019	2.8	644.32	1.77	1.03	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	588.97	1.60	1.20	1,204,163	8,028
2023	2.8	602.24	1.63	1.17	1,168,256	7,788
2024	2.8	579.85	1.57	1.23	1,228,525	8,190
2025	2.8	240.82	1.58	1.22	1,215,120	8,101

2022		
	Total (MG)	AVERAGE (MG)
JANUARY	47,918,736	1,545,766
FEBRUARY	43,703,896	1,560,853
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	1,640,160
OCTOBER	50,572,280	1,631,364
NOVEMBER	47,643,899	1,536,900
DECEMBER	50,188,260	1,618,976
Annual Total	588,968,942	1,595,837

2023		
	Total (MG)	AVERAGE (MG)
JANUARY	50,324,969	1,623,386
FEBRUARY	44,512,256	1,589,723
MARCH	51,243,776	1,653,025
APRIL	49,507,092	1,597,003
MAY	51,882,496	1,673,629
JUNE	51,245,216	1,653,071
JULY	53,546,017	1,727,291
AUGUST	53,866,467	1,737,628
SEPTEMBER	51,067,174	1,647,328
OCTOBER	49,781,275	1,605,848
NOVEMBER	47,073,432	1,518,498
DECEMBER	48,189,312	1,554,494
Annual Total	602,239,482	1,631,744

2024		
	Total (MG)	AVERAGE (MG)
JANUARY	48,027,207	1,549,265
FEBRUARY	44,217,320	1,579,190
MARCH	46,432,344	1,497,818
APRIL	44,552,042	1,437,163
MAY	46,432,344	1,497,818
JUNE	52,695,168	1,699,844
JULY	55,816,216	1,800,523
AUGUST	51,158,016	1,650,259
SEPTEMBER	48,673,792	1,570,122
OCTOBER	48,580,272	1,567,106
NOVEMBER	46,786,184	1,509,232
DECEMBER	46,480,137	1,499,359
Annual Total	579,851,042	1,571,475

2025		
	Total (MG)	AVERAGE (MG)
JANUARY	49,081,856	1,583,286
FEBRUARY	45,138,739	1,612,098
MARCH	48,289,664	1,557,731
APRIL	48,088,035	1,551,227
MAY	50,221,867	1,620,060
JUNE		
JULY		
AUGUST		
SEPTEMBER		
OCTOBER		
NOVEMBER		
DECEMBER		
Annual Total	240,820,161	1,584,880

GLEN HAVEN WATER PLANT FLOW DATA						
YEAR	Total Design (MGD)	TOTAL ANNUAL FLOW (MG)	AVERAGE DAILY (MGD)	Total Design minus Average Daily (MGD)	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	2.70	0.01	0.01	14,335	-
2023	0.0216	2.99	0.01	0.01	13,573	-
2024	0.0216	2.68	0.01	0.01	14,441	-
2025	0.0216	0.00	0.00	0.02	21,600	-

2022		
	Total (MG)	AVERAGE (MG)
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	7,148
OCTOBER	236,700	7,635
NOVEMBER	215,200	6,942
DECEMBER	144,500	4,661
Annual Total	2,702,400	7,265

2023		
	Total (MG)	AVERAGE (MG)
JANUARY	233,300	7,526
FEBRUARY	184,300	5,945
MARCH	218,200	7,039
APRIL	234,800	7,574
MAY	264,800	8,542
JUNE	268,900	8,674
JULY	325,100	10,487
AUGUST	281,300	9,074
SEPTEMBER	265,600	8,568
OCTOBER	233,900	7,545
NOVEMBER	242,500	7,823
DECEMBER	233,500	7,532
Annual Total	2,986,200	8,027

2024		
	Total (MG)	AVERAGE (MG)
JANUARY	234,900	7,577
FEBRUARY	182,100	5,874
MARCH	206,200	6,250
APRIL	224,200	7,232
MAY	210,000	6,774
JUNE	257,889	8,319
JULY	306,700	9,894
AUGUST	217,900	7,029
SEPTEMBER	203,900	6,577
OCTOBER	215,000	6,935
NOVEMBER	211,300	6,816
DECEMBER	205,400	6,626
Annual Total	2,675,489	7,159

2025		
	Total (MG)	AVERAGE (MG)
JANUARY	229,800	7,413
FEBRUARY	191,300	6,832
MARCH	213,100	6,874
APRIL	248,300	8,010
MAY	275,900	8,900
JUNE		
JULY		
AUGUST		
SEPTEMBER		
OCTOBER		
NOVEMBER		
DECEMBER		
Annual Total	1,158,400	7,606

CAVALAND WATER PLANT FLOW DATA						
YEAR	Total Design (MGD)	TOTAL ANNUAL FLOW (MG)	AVERAGE DAILY (MGD)	Total Design minus Average Daily (MGD)	Total Available (gpd)	
2020	0.036	0.59	0.005	0.03	31,210	
2021	0.036	1.91	0.01	0.03	30,766	
2022	0.036	1.84	0.005	0.03	31,041	
2023	0.036	1.79	0.005	0.03	31,186	
2024	0.036	0.00	0.00	0.03	31,006	
2025	0.036	0.00	0.00	0.04	36,000	

2022		
	Total (MG)	AVERAGE (MG)
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	4,468
OCTOBER	144,300	4,655
NOVEMBER	145,300	4,687
DECEMBER	226,300	7,300
Annual Total	1,844,800	4,959

2023		
	Total (MG)	AVERAGE (MG)
JANUARY	134,900	4,352
FEBRUARY	122,700	3,958
MARCH	140,000	4,516
APRIL	143,100	4,616
MAY	153,400	4,948
JUNE	166,200	5,361
JULY	166,400	5,368
AUGUST	170,400	5,497
SEPTEMBER	163,600	5,277
OCTOBER	140,600	4,535
NOVEMBER	143,200	4,619
DECEMBER	146,400	4,723
Annual Total	1,790,900	4,814

2024		
	Total (MG)	AVERAGE (MG)
JANUARY	155,600	5,019
FEBRUARY	135,000	4,355
MARCH	148,800	4,750
APRIL	155,700	5,023
MAY	153,600	4,955
JUNE	164,300	5,300
JULY	178,100	5,745
AUGUST	177,200	5,716
SEPTEMBER	151,800	4,897
OCTOBER	144,000	4,645
NOVEMBER	134,900	4,352
DECEMBER	160,300	5,171
Annual Total	1,859,300	4,994

2025		
	Total (MG)	AVERAGE (MG)
JANUARY	137,900	4,448
FEBRUARY	125,700	4,489
MARCH	133,100	4,294
APRIL	135,700	4,377
MAY	169,600	5,471
JUNE		
JULY		
AUGUST		
SEPTEMBER		
OCTOBER		
NOVEMBER		
DECEMBER		
Annual Total	702,000	4,616

Legend:
MGD= Million gallons per day
MG=million gallons
gpd= gallons per day
EDU= Equivalent Dwelling Unit (150 gpd)

CHARLES TOWN UTILITY BOARD

Wednesday, June 11, 2025

Regular Meeting

661 South George Street
Charles Town, WV 25414

Chairman Report

CHARLES TOWN UTILITY BOARD

Wednesday, June 11, 2025

Regular Meeting

661 South George Street
Charles Town, WV 25414

June 11, 2025

CHARLES TOWN UTILITY BOARD

Wednesday, June 11, 2025

Regular Meeting

661 South George Street
Charles Town, WV 25414

Next Meeting - June 25, 2025 at 4:00 P.M.