CHARLES TOWN UTILITY BOARD
AGENDA

WEDNESDAY, AUGUST 19, 2020

Special Meeting | **661 South George Street, Charles Town, WV 25414** | **3:00 PM**

CALL TO ORDER

1. **ELECTION OF TREASURER**

2. **APPROVAL OF MINUTES**
   a. Approval of July 22, 2020 regular meeting minutes
      UB Minutes July 22, 2020.pdf
   b. Approval of July 24, 2020 special meeting minutes
      UB Minutes July 24, 2020.pdf
   c. Approval of July 29, 2020 special meeting minutes
      UB Minutes July 29, 2020.pdf
   d. Approval of August 5, 2020 special meeting minutes
      UB Minutes August 5, 2020.pdf

3. **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.

   Until such time as Governor Justice revokes Executive Order 09-20 or any subsequent executive order that is primarily intended to address the public health emergency and spread of COVID-19 by restricting public gatherings and invoking physical distancing, public access to the meeting room will be restricted. Members of the public may still submit written comments to kstolipher@ctubwv.com that will be read aloud. Up to 20 minutes of time will be allotted for reading public comments.

   The public is invited to attend this meeting via webcast (www.ctubwv.com - Board Meetings - Meeting Agendas and Minutes 2020).

4. **REPORTS**
   a. RK&K Overall Project Review
      Project Summary 08192020.pdf
   b. RK&K Task Order 12 - Forrest Avenue/Fairfax Crossing - For Informational Purposes only

Task Order No. 12.pdf

5. **ACTION ITEMS**
   a. RK&K Task Order No. 11- Maintenance Building
      Task Order No. 11.pdf
   b. Tate Manor (previously Jefferson Heights South) Water and Sewer Alternate Mainline Extension Agreements
      Tate Manor Water and Sewer AMEA's.pdf
   c. Route 9 Project Draw Resolution No. 6 - Contractor Pay Application No. 006, Hatch Invoices and CTUB Reimbursement
      Route 9 Sewer Draw No. 6.pdf
   d. Hatch Task Order #10 - Magnolia Springs Water and Sewer Inspection Services (Pass through to Developer)
      Task Order No. 10.pdf

6. **UTILITY MANAGER REPORT**
   a. Utility Manager Report
      UB Update For 08192020 .pdf

7. **CHAIRMAN UPDATES**
   a. Action on Utility General Manager Position – Possible Executive Session Under: WV State Code Section §6-9A-4(b)(2)(A) – Matters arising from the appointment, employment of an employee.
   b. Service Agreement - Possible Executive Session Under: WV State Code Section §6-9A-4(b)(9) – To consider matters involving or affecting the purchase, sale or lease of property, advance construction planning, the investment of public funds or other matters involving commercial competition, which if made public, might adversely affect the financial (or other interest of the state or any political subdivision and involving contract matters.
   c. Update on City Council August 3, 2020 - Action approving conversion of the debt service reserve funds to a surety bond.
   d. Update on Return to Work Plan

8. **APPROVAL OF BILLS**
   a. August 12, 2020
      Board Report 8.12.20.pdf
   b. August 19, 2020
      Board Report 8.19.20.pdf

9. **INFORMATION ONLY - NEXT MEETING - SEPTEMBER 9, 2020 AT 4:00PM**

10. **ADJOURNMENT**

July 22, 2020

The Charles Town Utility Board held a regular meeting on July 22, 2020 at 4:00 p.m. at 661 S. George Street. Members of the Board present were Daryl Hennessy, Pete Kubic, Duke Pierson, Jacquelyn Milliron and Tommy Stocks. Also present were Jane Arnett, Kristen Stolipher, April Shultz and Hoy Shingleton. The Chairman called for changes or corrections to the July 8, 2020 regular meeting minutes. Jacquelyn had two minor corrections. The Board approved the minutes as amended. The Chairman also called for changes or corrections to the July 15, 2020 special meeting minutes. With no changes, the Board approved the minutes as presented. There were no public comments.

The Board was next briefed by John Cole of RK&K as he gave a project summary on the various task orders he is currently working on. He will provide the project details for Task Order 4 (Modified Flowing Springs Project) to staff next week. Jacquelyn had questions on Task Order 6 (Shenandoah Junction) and 9 (Beallair Downstream Capacity Analysis). John also provided the Board with a top-level budget for providing sewer service to Shenandoah Junction Public Sewer (SJPS) via an interconnection with the existing 6" force main. As part of an initial request from SJPS, John focused on the connection to CTUB's existing collection system and not CTUB purchasing the system. John noted in his findings there is available capacity for those flows and recommended SJPS install a pump station and CTUB install a flow meter costing an estimated $20,000. He added this project would be contingent upon the Modified Flowing Springs Project which would include upsizing an impeller to handle these additional flows. By motion from Duke, second by Pete, with discussion from Jacquelyn, to move forward with providing a letter back to SJPS on the findings of RK&K. Jacquelyn had several questions and concerns with moving forward. It was discussed by all Board members that at this time staff will only be providing a letter to SJPS on RK&K's findings on the availability of capacity. Further discussions would be held on the specifics and costs to accept the actual flows. The Board approved the motion to provide a letter.

The Board next received an update from Jacquelyn and Tanner Haid on the June 25th Safe Drinking Water Collaborative Steering Committee meeting. The group is working on designing a logo and developing a strategic plan. The Chairman next discussed the Approval of Bills. By motion from Jacquelyn, second by Duke, with discussions from Jacquelyn, the Board approved the payment of bills. Next discussed was Resolution No. 2020-06 – Jane E. Arnett Retirement. Daryl read the resolution into the record honoring the retirement of the Utility Manager, Jane Arnett. Her last day is August 21st. By motion from Duke, second by Pete, the Board approved Resolution 2020-06.

Next, motion from Jacquelyn, second by Pete, the Board convened into Executive Session to discuss Alternate Sewer Mainline Agreement Case No. 02-1791-PSD-PC as amended - WV State Code Section §6-9A-4(b) (9) allows executive session to consider matters involving or affecting the purchase, sale or lease of property, advance construction planning, the investment of public funds or other matters involving commercial competition, which if made public, might adversely affect the financial or other interest of the state or any political subdivision and involving contract matters and Interviews for Utility Manager Position – WV State Code Section §6-9A-4(b)(2)(A) allows executive session to consider matters arising from the appointment, employment of an employee. Hoy was invited to participate in the AMEA discussion. No action would be taken on either item by the Board.

The Chairman declared the executive session over at 6:45 p.m. The meeting was adjourned. The August 12th regular meeting will be held at the CTUB office located at 661 S. George Street.

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Chairman Secretary

July 24, 2020

The Charles Town Utility Board held a special meeting on July 24, 2020 at 3:00 p.m. at 661 S. George Street. Members of the Board present were Daryl Hennessey, Jacquelyn Milliron, and Tommy Stocks.

Next, motion from Tommy, second by Jacquelyn, the Board convened into Executive Session for the Utility Manager Position interviews – Possible Executive Session Under: WV State Code Section §6-9A-4(b)(2)(A) – Matters arising from the appointment, employment of an employee. The Chairman declared the executive session over at 5:27 p.m. Both Pete Kubic and Duke Pierson arrived during Executive Session. Motion by Tommy, second by Duke, the Board approved the scheduling of a Special Meeting on Wednesday, July 29 at 3:00 p.m. to consider the Utility Manager position.

With no further action, the July 24, 2020 special meeting adjourned at 5:28 p.m.

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Chairman Secretary

July 29, 2020

The Charles Town Utility Board held a special meeting on July 29, 2020 at 3:00 p.m. at 661 S. George Street. Members of the Board present were Daryl Hennessey, Pete Kubic, Duke Pierson, Jacquelyn Milliron, and Tommy Stocks.

Next, motion from Duke, second by Tommy, the Board convened into Executive Session to Consider Utility Manager Position – Possible Executive Session Under: WV State Code Section §6-9A-4(b)(2)(A) – Matters arising from the appointment, employment of an employee. The Chairman declared the executive session over at 3:40 p.m. Motion by Duke, second by Pete, the Board approved the scheduling of a Special Meeting on Wednesday, August 5 at 4:00 p.m. to consider Utility Manager position.

With no further action, the July 29, 2020 special meeting adjourned at 3:41 p.m.

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Chairman Secretary

August 5, 2020

The Charles Town Utility Board held a special meeting on August 5, 2020 at 4:00 p.m. at 661 S. George Street. Members of the Board present were Daryl Hennessey, Pete Kubic, Duke Pierson, Jacquelyn Milliron, and Tommy Stocks.

Next, motion from Duke, second by Tommy, the Board convened into Executive Session to do interviews for the Utility Manager position– Possible Executive Session Under: WV State Code Section §6-9A-4(b)(2)(A) – Matters arising from the appointment, employment of an employee. The Chairman declared the executive session over at 6:30 p.m. Next, the Board discussed the rescheduling of the August 12th meeting to August 19th. Motion by Duke, second by Tommy, the Board cancelled the August 12th meeting and scheduled a special meeting for August 19th at 4:00 p.m. to take up standard business. Motion by Tommy, second by Pete, the Board approved the scheduling of a Special Meeting on Thursday, August 13th at 3:00 p.m. to consider the Utility Manager position.

With no further action, the August 5, 2020 special meeting adjourned at 6:34 p.m.

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Chairman Secretary

Charles Town Utility Board
Project Summary
August 13, 2020

Task 01 – Survey / Plan Review

- Subtask 04 – Briar Run I and Briar Run II Pump Stations
  - Briar Run North Bypass Connection Plan completed and materials ordered
  - Briar Run South Bypass Connection Plan completed and materials ordered

Task 04 – Modified Flowing Spring Project *

- Design completed and submitted to CTUB Staff on 08/11/2020

Task 05 – Sewer Model

- All available sewer data entered into GIS to create sewer model
- Sewer model under evaluation
- On schedule. Estimated submission date 11/05/2020

Task 07 – Parkview - Woodlawn Project *

- Design completed and submitted to CTUB Staff on 08/10/2020
- Easement will be staked out following procurement by CTUB Staff

Task 08 – Wilt's MHP Pump Station Demolition

- Design completed and submitted to CTUB Staff on 07/22/2020
- Work underway on the approved Scope of Work Change for obtaining easements
- Easement will be staked out following procurement by CTUB Staff

Task 09 – Beallair Downstream Capacity Analysis *

- Additional flow data being obtained by CTUB Staff. 45 working-day time extension needed to evaluate additional flow data.
- On schedule. Estimated submission date 09/03/2020

Task 10 – Jefferson Memorial Park Force Main *

- Majority of survey completed
- Under design
- Estimated submission date 10/01/2020

*Project is a component of the regional modified flowing spring project

Task 11 – Maintenance Building

- Task Order submitted to CTUB Staff on 08/11/2020
- Task Order to be presented and discussed at 08/19/2020 Board Meeting

Task 12 – Forrest Avenue/Fairfax Crossing

- Task Order signed on 08/11/2020
- Efforts underway

*Project is a component of the regional modified flowing spring project

CHARLES TOWN UTILITY BOARD
WATER/SEWER SYSTEMS UPGRADE PROJECTS

RUMMEL, KLEPPER & KAHL, LLP

TASK NO. 12

PROFESSIONAL ENGINEERING & SURVEYING SERVICES

FORREST AVENUE / FAIRFAX CROSSING

August 11, 2020

Being a part of Agreement Between
Charles Town Utility Board and Rummel, Klepper & Kahl, LLP
dated November 13, 2019

This Task No. 12 dated August 11, 2020 to the Agreement between Charles Town Utility Board (CTUB) and Rummel, Klepper, and Kahl, LLP (RK&K) dated November 13, 2019 is to provide professional engineering services for a "top level" evaluation for providing sewer service via a single pump station to the existing Fairfax Crossing Subdivision; proposed Lakeland Place at Fairfax Crossing Subdivision; and Forrest Street Pump Station service area.

Scope of Services

The following summarizes RK&K's services as part of this Task:

1. RK&K will utilize the Sewer Model from Task 05 to analyze the addition of flows from the proposed Lakeland Pump Station. The Sewer Model will also be used to analyze the effect of rerouting flows from the Lakeland Pump Station, Forrest Street Pump Station, and 11th Avenue Pump Station.

2. RK&K will work with CTUB Staff to analyze the existing 11th Avenue Pump Station. This effort will consist of flow monitoring the existing gravity collection system and reviewing pump runtimes and flow data for the 11th Avenue Pump Station. Analysis of the Forrest Street Pump Station is included in Task 05 Sewer Model.

3. RK&K will review related documents including the 2020 Hatch Fairfax Crossing Evaluation Report, Fairfax Crossing Phase IIIB Plans, Ranson Storm Sewer Plans.

4. RK&K will analyze the decommissioning the 11th Avenue Pump Station; develop conveyance alternatives; and provide probable cost estimates for CTUB's use in determining the feasibility of decommissioning the pump station.

5. RK&K will analyze the possibility of combining the existing Forrest Street Pump Station and the proposed Lakeland Place Pump Station.

6. RK&K will develop different conveyance alternatives and probable cost estimates for conveying the collected sewage from the Forrest Street Pump Station and the proposed Lakeland Pump Station to the Charles Town WWTP for treatment.

7. RK&K will meet with CTUB Staff to review proposed alternatives and cost estimates along with incorporating any comments received.

8. RK&K will summarize the different alternatives and probable cost estimates within a letter style memorandum.

Schedule

Subject to CTUB review time, RK&K anticipates ninety (90) working days to perform the evaluation and preparation of report and concept map options from issuance of notice to proceed. Impacts to the schedule may occur outside of RK&K's and CTUB ability to control which may require additional time to the schedule.

Estimated Person-Hours per Phase by Category, Engineer's Consultant Costs and Other Direct Costs

A fee derivation is attached as Page 4 which includes RK&K's estimated person-hours per Phase by category and other direct costs anticipated to complete the work for this project.

Materials and Resources Required of CTUB

- CTUB will be responsible for installing temporary flow meters within sewer manholes designated by RK&K to monitor flow to the 11th Avenue Pump Station. Responsibilities also include periodic downloading and processing of data for distribution to RK&K. Flow monitoring of Forrest Street Pump Station and system between Flowing Springs Pump Station and WWTP is included in Task 05 Sewer Model.
- CTUB will be responsible for providing record drawings and O&M manuals for the Forrest Street and 11th Avenue Pump Stations.
- CTUB will be responsible for providing pump runtimes and pump station logs for the Forrest Street, 11th Avenue, and Flowing Springs Pump Stations.
- CTUB will be responsible for providing record drawings for the Fairfax Crossing Subdivision and areas served by the Forrest Street and 11th Avenue Pump Stations.
- CTUB will be responsible for providing Fairfax Crossing Phase IIIB Plans.
- CTUB will be responsible for providing Ranson Storm Sewer Plans.

Estimated Not-To-Exceed Fee

RK&K will provide the scope of services described above at an amount equal to Engineer's Direct Labor Costs times a factor of 2.7 for the services of Engineer's personnel engaged on the Project, plus Reimbursable Expenses. RK&K's current certified payrates for personnel to be assigned to this project is included as Exhibit B to Original Agreement dated November 13, 2019.

The total estimated Not-to-Exceed fee to perform the work is $9,800.00 as shown on RK&K's enclosed fee derivation.

Authorization

This Task No. 12, Forrest Avenue / Fairfax Crossing, dated August 11, 2020 and being a part of the Agreement between Charles Town Utility Board and Rummel, Klepper & Kahl, LLP for Engineering Services for Water/Sewer Systems Upgrade Projects dated November 13, 2019, is approved by the following duly authorized officials:

Engineer: RUMMEL, KLEPPER & KAHL, LLP

John W. Cole, PE
Manager, Municipal Engineering

08/11/2020
Date

Owner: Charles Town Utility Board

Jane E. Arnett
Jane Arnett
Utility Manager

8/11/20
Date

RUMMEL, KLEPPER KAHL, LLP
FEE DERIVATION
CHARLES TOWN UTILITY BOARD
TASK 12
FORREST AVENUE / FAIRFAX CROSSING

August 11, 2020

Scope of Services	Manager	Associate Engineer	Designer	CADD	Misc. Exp.	Task Total Hours
Technical Assistance						
Review	6	40	24	16	$ 175.00	**261**
Meeting (phone)	2	4				**6**
Total Hours	**8**	**44**	**24**	**16**	**$ 175.00**	**267**
Hourly Rate (including 2.7 multiplier)	**$ 194.40**	**$ 103.95**	**$ 86.40**	**$ 88.83**		
Total Fee	**$ 1,555.20**	**$ 4,573.80**	**$ 2,073.60**	**$ 1,421.28**	**$ 175.00**	**$ 9,798.88**

NTE Cost	**$ 9,800.00**

CHARLES TOWN UTILITY BOARD
WATER/SEWER SYSTEMS UPGRADE PROJECTS

RUMMEL, KLEPPER & KAHL, LLP

TASK NO. 11

PROFESSIONAL ENGINEERING & SURVEYING SERVICES

MAINTENANCE BUILDING

August 11, 2020

Being a part of Agreement Between
Charles Town Utility Board and Rummel, Klepper & Kahl, LLP
dated November 13, 2019

This Task No. 11 dated August 11, 2020 to the Agreement between Charles Town Utility Board (CTUB) and Rummel, Klepper, and Kahl, LLP (RK&K) dated November 13, 2019 is to provide professional engineering and surveying services for assisting with the site survey and development of a conceptual site layout and floor plan for a Maintenance Building located at 832 South George Street.

Scope of Services

The following summarizes RK&K's services as part of this Task:

1. RK&K will perform a site survey of the existing lot for use in the development of existing site plan and proposed building site alternatives.
2. Working with CTUB Staff, RK&K will develop different site plan options for the proposed building while accounting for floodplain, sight constraints, utilities, and other limiting factors.
3. Working with CTUB Staff, RK&K will prepare conceptual floor plan options for building layouts for review, comment and approval by CTUB.
4. Following selection of a site and floor plan, RK&K will submit a scope of work change to this task order for the development of detailed design (e.g. electrical, HVAC, plumbing) and permitting assistance.

Schedule

RK&K recognizes that engineering fees for this Task Order will be paid out of surplus proceeds from DSRF bonds which include a one-year timeframe. Therefore, RK&K will work with CTUB to prepare and develop the necessary documents to maximize the use of funds within the allotted timeframe.

Estimated Person-Hours per Phase by Category, Engineer's Consultant Costs and Other Direct Costs

Not included in this Task Order.

Materials and Resources Required of CTUB

- CTUB will be responsible for assisting RK&K with the development and selection of site and floor plan(s).
- CTUB will be responsible for paying any permitting fees and regulatory agency costs.
- CTUB will be responsible for any and all construction related materials and equipment.

Estimated Not-To-Exceed Fee

RK&K will provide the scope of services described above at an amount equal to Engineer's Direct Labor Costs times a factor of 2.7 for the services of Engineer's personnel engaged on the Project, plus Reimbursable Expenses. RK&K's current certified payrates for personnel to be assigned to this project is included as Exhibit B to Original Agreement dated November 13, 2019.

The initial budgeting fee to perform the work is $25,000.00.

Authorization

This Task No. 11, Maintenance Building, dated August 11, 2020 and being a part of the Agreement between Charles Town Utility Board and Rummel, Klepper & Kahl, LLP for Engineering Services for Water/Sewer Systems Upgrade Projects dated November 13, 2019, is approved by the following duly authorized officials:

Engineer: RUMMEL, KLEPPER & KAHL, LLP

_____ 08/11/2020

John W. Cole, PE — Date
Manager, Municipal Engineering

Owner: Charles Town Utility Board

_____ _____

Daryl Hennessy — Date
Chairman

ALTERNATE MAINLINE SEWAGE COLLECTION SYSTEM AGREEMENT

THIS AGREEMENT (the "Agreement") is made and effective this ___ day of _____, 2018, by and between the **CITY OF CHARLES TOWN, by and through the CHARLES TOWN UTILITY BOARD,** (hereinafter, the "CTUB") **and DR ACQUISITIONS, LLC.** (hereinafter "Developer").

WHEREAS, CTUB has been authorized by City Ordinance Chapter 13, Article II to develop sewage collection and treatment facilities throughout its service area, so as to provide the greatest number of persons residing in the 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, Developer is planning to develop certain lands known as

Tate Manor (the "Development") located within CTUB's service territory within Jefferson County for residential property on a phased basis; and

WHEREAS, Developer intends to construct on-site sewage collection systems on, in the area near to, or adjacent to the Development (the "Sewage Collection Systems"), which will connect to the sewage collection system of CTUB and existing sewerage pump station _Hale Road_ (the "Existing Pump Station") of the CTUB system, ; and

WHEREAS, Developer intends to construct 80 residential units for a total anticipated usage of 80 equivalent dwelling units (EDUs) as currently planned. A description of the Development is attached as Exhibit A. It is understood by both parties to this Agreement that any substantial increase in the number of EDUs will require the submission of an amended mainline sewage collection system agreement to the PSC for its consent and approval; and

WHEREAS, CTUB has coordinated with the developer of a nearby residential development to construct a new pump station (the "New Pump Station") of sufficient size which, when constructed, allow CTUB to decommission the Existing Pump Station and to accommodate the current and planned flows of that Existing Pump Station to benefit the CTUB Sewer System; and

WHEREAS, the date of construction of the New Pump Station is unknown and the Developer wishes to proceed with the construction of its Development, which will include gravity sewer lines on-site and gravity sewer extensions to the existing pump station **WHEREAS**, the Developer wishes to proceed with the construction of its Development and not wait for construction of the New Pump Station is contingent upon Developer having proper sewage collection and treatment facilities; and

WHEREAS, in order to accommodate the Development certain interim improvements to the Existing Pump Station (see "Exhibit B") are required and the Developer has agreed to be responsible for the costs of those improvements

WHEREAS, it is in the best interests of the future users of the Development to have public sewage collection facilities available; and

WHEREAS, the construction of the Development is contingent upon having proper sewage collection facilities located adjacent to Developer's property; and

ARTICLE I

DESIGN AND REGULATORY APPROVAL

Section 1.01. The Developer hereby agrees to employ qualified engineers to design the on-site and off-site sewage collection system for the Developer's project, all as described in general herein. All designs will be prepared at the Developer's expense. 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 bare any financial or any other responsibility for the design and construction of the Sewage Collection System.

The Developer hereby agrees to purchase new pumps for interim improvements to the Existing Pump Station. The cost associated with the pump upgrades is approximately $60,000. In addition to the construction of the interim improvements by the Developer, the Developer will be required to complete one (1) of the following:

a) In the event that the "New Pump Station" is not constructed within ten (10) years of the completion of the interim improvements then the Developer will be responsible for

their pro-rata share of the ultimate improvements as defined in the HATCH Task Order #6 – Jefferson Heights South Evaluation. At the present time, the pro-rata share of ultimate improvements equates to $61,200. Actual costs may differ at the time of construction.

b) In the event that the "New Pump Station" is constructed, the Developer will be required to contribute a pro-rata share of EDU's to the "New Pump Station". Based on the approved AMLEA with Magnolia Springs, WV. CTUB committed to $440,000 for 400 EDU's of additional capacity in the New Pump Station. The Developer in this agreement will be required to contribute a pro-rata share of 12.75% based on 51 units of the 400 units that will contribute to the capacity of the "New Pump Station". This equates to $56,100.

The above costs may be paid to CTUB in a single payment (escrow) or across the total number of developed lots.

Section 1.02. The Developer shall, at its expense, submit all plans and specifications for the project to the appropriate State, Federal and local governmental agencies. 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. Developer will construct the entire Sewage Collection System under this Agreement, including, but not limited to, all main lines, trunk lines, laterals, pumping facilities, force-mains, or other necessary appurtenances, to serve the Development. All construction shall be done in accordance with the approved plans and specifications for the Development and CTUB's specifications. Developer shall obtain, at Developer's own expense, with the cooperation and support of CTUB, all necessary permits, authorizations and approvals of State and Federal agencies and other City departments during the construction phase and shall make such changes as are required by said agencies and departments during this phase and such changes shall not be subject to further approval by CTUB.

CTUB will construct the interim improvements to the Existing Pump Station. Developer shall reimburse CTUB for all construction costs in a single payment (escrow) or across the total number of developer lots. The Developer shall contribute the total required payment in items 1.01 a or 1.01 b above in either a single payment (escrow) or across the total number of developed lots.

Section 2.02. 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 actions, as are reasonably necessary to complete the Sewage Collection System at Developer's own expense. CTUB shall, at the request of 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 Developer, including, but not limited to, legal actions. The cost of said actions requested by 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 Developer.

Section 2.03. 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 to CTUB for its construction inspection services. All fees shall be paid by the Developer to CTUB within fifteen (15) days from the date of the preconstruction meeting.

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 system the Developer shall maintain sole ownership of the system.

Section 2.07. The Developer shall strive to 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 timeframe.

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, Developer shall, with the cooperation and support of CTUB, obtain such State, Federal, and local certifications, authorizations and/or approvals as are required, at Developer's expense. After said certifications, authorizations and/or approvals are obtained, and the Sewage Collection System or phase thereof is completed in all respects, Developer shall provide CTUB with 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 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 Sewage Collection System or phase thereof 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: (1) 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 to Developer, in writing, a list of changes, repairs, or additions, 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 modified by the changes refined by any applicable State or Federal agency or other City department, and a list of other actions, which

Developer must take so that the system or phase thereof is completed in all respects in accordance with the approved plans. Developer, at Developer's own expense, shall make said reasonable changes, repairs, and additions and once said changes, repairs and additions have been made, 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. 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, Developer shall deliver, and CTUB shall accept, ownership of the Sewage Collection System or phase thereof and any additional required off-site Sewage Collection System necessary to connect to the sewage collection and pumping system built as part of the Consortium's Project, 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 later than fifteen (15) days after the expiration of CTUB's right of inspection and testing, set forth in Section 3.02. At the time of the transfer of ownership of the Sewage Collection System or phase thereof to CTUB, to the extent that any of 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 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 Developer to CTUB prior to connection to the sewage facilities built by the Consortium as part of the Consortium's Project.

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, 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 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 Developer's collection system.

ARTICLE IV
DEVELOPER REIMBURSEMENT

Section 4.01. Developer expressly waives any right to reimbursement, other than as detailed in this agreement above, under the PSC Rules and Regulations for the Government of Sewer Utilities, 150 CSR 5, Rule 5.5 (see attached copy as "Exhibit C") and understands that CTUB's extension of service outlined in the Agreement herein shall be construed as an exemption to Rule 5.5. 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 be limited to, labor, materials, engineering fees and cost 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. Developer waives the right to receive an estimate of the cost of the extension if constructed by CTUB.

Section 5.03. As a condition to obtaining a main extension, Developer shall grant the utility the necessary easements which would allow the utility to make future extensions into unserved areas. The granting of the necessary easements shall be made without the utility being required to pay additional consideration for the additional easements to the Developer.

ARTICLE VI

SUBSEQUENT CONNECTIONS

Section 6.01. Developer agrees that after the transfer of the ownership of the Sewage Collection System, or any portion thereof, to CTUB, Developer shall, to the extent Developer owns the property for which a connection is requested, and pay 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 , (ii) a non-refundable capacity improvement fee pursuant to the approved CTUB tariff of One Thousand One Hundred and Twenty Seven Dollars for connections made. Payments shall be made on the same date 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 Developer's collection system.

Section 6.02. Developer hereby agrees that in the event that 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, 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. 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. 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 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.

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 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 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 Developer.

Section 8.03. 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 Developer, its agents, employees, contractors and subcontractors, and against all claims for damages arising from accidents to 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 Developer, or employees of CTUB. Developer will defend any and all suits that may be brought against CTUB on account of any such accidents and will make good to, and reimburse, CTUB for any reasonable, out-of-pocket expenditures (including, but not limited to legal fees and expenses) that CTUB may make by reason of such accidents.

Section 8.04. 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 Developer and his 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 Developer and its contractors or sub-contractors, and 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 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.

Section 8.06. 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 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. Developer may assign this Agreement without the consent of CTUB if 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.

WITNESS the following signatures and seals this ____ day of _____, 2020.

Attest:

_____

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

By: _____

Its: _____

DRAFT

Attest: _____

_____

By: _____

Its: _____

DRAFT

EXHIBIT I

DEVELOPER'S PROJECT

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

DRAFT

ALTERNATE MAINLINE WATER SYSTEM AGREEMENT

THIS AGREEMENT (the "Agreement") is made and effective this _____ day of _____, 20___, by and between the **CITY OF CHARLES TOWN, by and through the CHARLES TOWN UTILITY BOARD,** (hereinafter, the "CTUB") **and DR ACQUISITIONS, LLC.** (hereinafter "Developer").

WHEREAS, CTUB has been authorized by the West Virginia Public Service Commission to develop water supply, treatment, storage, transmission and distribution facilities throughout the general Charles Town area so as to provide the greatest number of Charles Town area residents with public water; and,

WHEREAS, the CTUB wishes to make public water distribution facilities available to the greatest number of residents of the Charles Town area as expeditiously as possible; and,

WHEREAS, the DEVELOPER is planning to develop certain lands situated within the Charles Town Water Service area and commercial property; and,

WHEREAS, the planned development of the DEVELOPER'S property is contingent upon DEVELOPER having proper water distribution and storage facilities; and,

WHEREAS, it is in the best interest of the future users of the DEVELOPER'S property to have public water distribution and storage facilities available; and,

WHEREAS, the DEVELOPER is willing to bear the expense of making public water distribution and storage and/or booster facilities available in his development, as well as an adequate transmission line from the appropriate main;

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 CTUB and the DEVELOPER agree:

ARTICLE I

DESIGN

Section 1.01. The DEVELOPER hereby agrees to employ qualified professional engineers to design a water distribution and storage system to provide satisfactory water distribution within the Development, which is described and depicted in Exhibit 1, a copy of which is attached hereto and made a part hereof. Said designs will be developed at the DEVELOPER'S expense. The

DEVELOPER further agrees to reimburse the CTUB for project costs to plan, design and inspect the construction of any transmission mains required to convey water from the system to his development.

Section 1.02. The CTUB shall bear no financial or other responsibility for the design of the DEVELOPER'S water distribution and storage system. The CTUB shall have the right to inspect and approve prior to the start of construction under this Agreement the designs and specifications of the DEVELOPER'S system, to insure that the DEVELOPER'S system satisfactorily distributes the water within the development area in accordance with current and future applicable regulations and the terms of this Agreement, minimizes leakage, and is designed using sound engineering standards. The CTUB may require such revisions of said plans and specifications as the CTUB feels is necessary before giving said prior approval. The DEVELOPER must receive said prior approval of the CTUB in writing before the Development may start construction.

Section 1.03. The DEVELOPER shall, at his own expense, submit the plans and specifications to the appropriate State, Federal, and local agencies for their approval. The DEVELOPER shall make such changes as are required by said agencies, at the DEVELOPER'S expense.

ARTICLE II

CONSTRUCTION AND INSPECTION

Section 2.01. The DEVELOPER will construct the entire water distribution system under this Agreement, including but not limited to, all main lines, trunk lines, pumping facilities, storage facilities, or other necessary appurtenances, for all residential, commercial, or other customers, either proposed or existing, within the development at the DEVELOPER'S expense. The DEVELOPER shall obtain, at his own expense, 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. The DEVELOPER shall obtain all necessary rights-of-way and take all other such actions, including but not limited to, legal action, as are necessary to complete the water distribution system, at the DEVELOPER'S own expense. The CTUB shall take such actions as are permitted by law to aid in obtaining the necessary easements on land not owned by the DEVELOPER, including, but not limited to, legal action. The cost of said actions by the CTUB shall be borne by the DEVELOPER.

Section 2.02. The CTUB shall bear no financial or other responsibility for the construction of the DEVELOPER'S water distribution system in the development. However, the CTUB shall have the right to inspect and approve prior to the implementation of service under this Agreement, the construction of the Developers water distribution system to insure that water will be satisfactorily distributed within the Development in accordance with current and future applicable regulations and the terms of this Agreement, that leakage will be minimized, and that the system was constructed using sound engineering and construction standards, and using materials in compliance with the CTUB'S standards and specifications.

Section 2.03. The DEVELOPER will be required at his expense to conduct pressure tests and water quality and safety tests in accordance with the laws of the State of West Virginia and the regulations of the State Health Department. In conjunction with the testing and prior to placing it in service, the system will be cleaned, flushed and disinfected with the applicable standards and methods of the American Water Works Association and the State Health Department.

Section 2.04. The DEVELOPER shall insure that each customer connected to the water distribution system at the time of transfer of ownership shall have a water meter installed. Said water meters, and their installation, must be approved by the CTUB.

Section 2.05. The DEVELOPER shall provide to the CTUB a complete set of plans for the water distribution system and continually update these plans through the design and construction of

the system. Upon completion of construction, the DEVELOPER shall provide to the CTUB reproducible mylars of "as built" plans for the system.

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

ARTICLE III

TRANSFER OF OWNERSHIP

Section 3.01. Upon completion of the construction of the water distribution system within the development, the DEVELOPER shall obtain such State, Federal, and local certifications, authorizations, or approvals as required, at DEVELOPER'S expense. After said certifications, authorizations or approvals are obtained, and the water distribution system is completed in all respects, the DEVELOPER shall provide the CTUB written notice of said completion. As used in this and subsequent Sections, "completed in all respects" includes, but is not limited to, the system being physically complete, all engineers, materialmen, contractors and subcontractors of the DEVELOPER being paid for their work on said system, all legal disputes regarding the water distribution system being resolved, and no outstanding liens or potential liens on said system existing.

Section 3.02. Upon receipt of the written notice described in S 3.01, the CTUB shall have ninety (90) days to inspect said water distribution system and any additional tests, at the CTUB'S expense, as the CTUB feels are appropriate and necessary to determine that the system is functioning in accordance with the design plans. Not later than ninety (90) days, the CTUB shall provide to the DEVELOPER, in writing, a list of changes, repairs, or additions which the CTUB believes are necessary to place the DEVELOPER'S system in good and proper working condition, and a list of other actions which the DEVELOPER must take so that the system is completed in all respects. The DEVELOPER, at his own expense, shall make said changes, repairs and additions

and take said actions which are directed by the CTUB. Once said changes, repairs and additions have been made and actions taken, the DEVELOPER will provide the CTUB with an additional written notice as set forth in S 3.01 and the CTUB shall have the same rights as it had upon receipt of the initial notice.

Section 3.03. If, after receipt of the notice set forth in S 3.01, the CTUB determines that the DEVELOPER'S water distribution system is in good and proper working condition, that no other changes, repairs, or additions are necessary, and that the system is completed in all respects, the DEVELOPER shall deliver, and the CTUB shall accept, ownership of the water distribution system, 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 fifteen (15) days after the expiration of the CTUB'S right of inspection and testing, set forth in S 3.02.

Section 3.04. Nothing in this Article shall be construed to prevent the CTUB from accepting ownership of the system a section at a time, provided that the 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. The 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. On the same date that the DEVELOPER applies for a building permit to construct a residential, commercial or industrial building in the Service Area, the DEVELOPER shall pay to the CTUB a fee of Two Thousand Five Hundred Seventy Six Dollars ($2,576.00) for each customer who, as a result of said building permit, will be connected to the water distribution system at the time of the transfer of ownership. "Customer" shall be defined as each Residential Usage Equivalent Unit, as determined by the Water Rate Ordinance. The CTUB will retain said fees in a separate trust account until the transfer of ownership has been completed. If the

DEVELOPER fails to pay said fees, the CTUB may, at its option, refuse to accept ownership of the water distribution system.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES

Section 4.01. The CTUB represents and warrants that the execution, delivery, and performance of this Agreement by the CTUB will have been duly authorized, and this Agreement by the CTUB will have been duly authorized, and this Agreement constitutes a valid and binding obligation of the CTUB enforceable in accordance with its terms.

Section 4.02. The DEVELOPER represents and warrants that the water distribution system will be designed and constructed in accordance with the CTUB'S specifications, and in a proper workmanlike manner using sound principles of engineering and construction. The DEVELOPER hereby warrants the DEVELOPER'S work on said system's lines, pumping facilities, storage facilities and other necessary appurtenances for two (2) years from the date of the transfer of ownership to the CTUB and will make such changes, repairs and additions, at the DEVELOPER'S expense, as are needed to maintain the water distribution system in a proper operation condition. All underground pipe in the system will be accepted by the CTUB "as is" at the time of the transfer of ownership of the system.

ARTICLE V

SUBSEQUENT CONNECTIONS

Section 5.01. The DEVELOPER agrees that after the transfer of the ownership of the water distribution system, or any portion thereof, to the CTUB, the DEVELOPER shall pay a fee of Two Thousand Five Hundred Seventy Six Dollars ($2,576.00) to the CTUB for each additional customer added to the system in the development. Payment shall be made on the same date the

DEVELOPER applies for a building permit to construct the residential, commercial, or industrial building in the Service Area which will result in said additional customer. The "CUSTOMER" shall be defined as each Residential User Equivalent, as determined by the City's Water Rate Ordinance.

Section 5.02. The DEVELOPER shall insure that each additional CUSTOMER connection connected to the CTUB'S water distribution system shall have a water meter installed prior to connection to the system. Said water meter, and its installation, must be approved by the CTUB.

Section 5.03. The DEVELOPER hereby agrees that in the event that the DEVELOPER transfers any portion of the DEVELOPER'S land in the Development to any individual, corporation, or other entity who will engage in further development of said land, resulting in additional customers for the CTUB, the DEVELOPER shall require, as a term of said transfer, that said individual, corporation, or other entity assume the obligations of this Agreement.

Section 5.04. The DEVELOPER hereby agrees that he will pay the monthly water bill for any residential unit which is connected to the water system until the house is sold. It will then be the DEVELOPER'S responsibility to notify the CTUB upon change of ownership.

ARTICLE VI

MISCELLANEOUS PROVISIONS

Section 6.01. Nothing in this Agreement shall be construed to make the CTUB liable or responsible for any obligations of the DEVELOPER.

The DEVELOPER hereby agrees to save and indemnify and keep harmless the CTUB against all liability claims and judgments or demands for damages arising from accidents to persons or property occasioned by the DEVELOPER, his agents or employees, and against all claims or demands for damages arising from accidents to the DEVELOPER, his agents or employees, whether occasioned by said DEVELOPER or his employees or by the CTUB or its employees or

any other person or persons and the DEVELOPER will defend any and all suits that may be brought against the CTUB on account of any such accidents and will make good to, and reimburse, the CTUB for any expenditures that the CTUB may make by reason of such accidents.

The DEVELOPER hereby agrees to save and indemnify and keep harmless the CTUB from all claims, demands, causes of action, or suits of whatever nature arising out of the labor and materials used by the DEVELOPER and his contractors or subcontractors, and from all laborers', materialmen's and mechanics' liens upon the system or upon the property upon which the system is located arising out of the labor and materials used by the DEVELOPER and his contractors or subcontractors, and the DEVELOPERS shall keep the system and said property free and clear of all liens, claims, and encumbrances.

Section 6.02. CTUB will not reimburse the DEVELOPER for the installation cost or any other cost associated with the installation and construction of the water system. The DEVELOPER expressly waives any right to reimbursement under the Public Service Commission of West Virginia Rules and Regulations for the Government of Water Utilities, 150CSR7, Rule 5.5, Extension of Mains, a copy of which is attached hereto as Exhibit A and made a part hereof, and understands that the CTUB'S extension of service outlined in this Agreement herein shall be construed as an exemption to Rule 5.5 Extension of Mains. The DEVELOPER will collect reimbursement through appropriate pricing of real estate within its development.

Section 6.03. Upon transfer of ownership to the CTUB, nothing in this Agreement shall be construed to provide the DEVELOPER with any ownership or other interest in the water distribution system, which will become the exclusive property of CTUB.

Section 6.04. This Agreement constitutes the entire agreement between the CTUB and the DEVELOPER with respect to the matters addressed and may be amended only in a subsequent writing executed by both parties.

Section 6.05. This Agreement may not be assigned by either party without the prior written consent of the other party.

Section 6.06. 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 Chairman

ATTEST:

_____
Its Clerk

THE DEVELOPER
DR ACQUISITIONS, LLC

By:_____

ATTEST:

_____
Its Secretary

CIVIL LEGEND:

EXISTING / PROPOSED

- BOUNDARY/RIGHT-OF-WAY LINE
- ADJACENT BOUNDARY LINE
- CONCRETE MONUMENT/IRON REBAR (MON, EX. CC, 4" POST, IPF, RBF, 1" AXL / CC-TBS, TBS)
- EASEMENT LINE
- ROAD CENTERLINE
- HEADER CURB
- CURB & GUTTER (CURB, TRANS. REVERSE CURB)
- EDGE OF PAVEMENT
- EDGE OF CONCRETE
- EDGE OF GRAVEL
- SIDEWALK
- GUARDRAIL
- BOARD FENCE
- CHAIN LINK FENCE
- WIRE FENCE
- BUILDINGS (TO BE REMOVED, TO REMAIN)
- RETAINING WALL
- MISCELLANEOUS SIGNS
- MAIL BOX
- SITE LIGHT WITH POLE
- BUILDING MOUNTED LIGHT
- UTILITY POLE
- UTILITY POLE GUY WIRE
- OVERHEAD UTILITY LINE
- UNDERGROUND UTILITY LINE
- OVERHEAD COMMUNICATIONS LINE
- UNDERGROUND COMMUNICATIONS LINE
- UNDERGROUND GAS LINE
- SANITARY SEWER MAIN (8" PVC SAN. SEW. / 8" SAN. SEW.)
- SANITARY SEWER FORCE MAIN
- SANITARY SEWER MANHOLE
- SANITARY SEWER CLEAN-OUT
- STORM SEWER LINE (15" HDPE / 15" HDPE)
- STORM SEWER MANHOLE
- STORM SEWER DROP INLET
- STORM SEWER CURB INLET
- STORM SEWER RIP-RAP
- STORM SEWER END SECTION
- WATER MAIN (8" W/M / 8" W/M)
- FIRE HYDRANT
- WATER VALVE
- WATER METER
- INDEX CONTOUR LINE (590)
- INTERMEDIATE CONTOUR LINE (592)
- SPOT ELEVATIONS (× 543.6 / +45 OS, +45 TC, +45 WV)
- TREES/SHRUBS
- DRIP LINE OF TREES
- LIMITS OF CONSTRUCTION
- SOIL BOUNDARY (HbB, HgC)

SITE PLAN SHOWING
TATE MANOR

CITY OF CHARLES TOWN FILE NUMBER: SLD-2020-02

CHARLES TOWN DISTRICT
JEFFERSON COUNTY, WEST VIRGINIA

TAX MAP 13 - PARCELS 1,3 & 4 - D.B. 1191 PG. 549 & 553

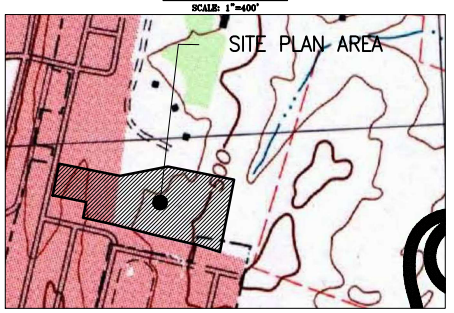
APPLICANT
DAN RYAN BUILDERS WEST VIRGINIA, LLC
10201 GOVERNOR LANE BLVD, SUITE 1006
WILLIAMSPORT, MD 21795
240-420-6046

OWNER
MVB BANK INC.
1000 JOHNSON AVENUE
BRIDGEPORT, WV 26330
304-848-5386

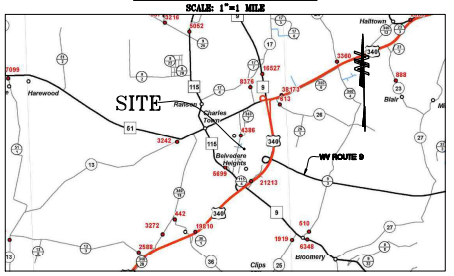
Gordon
148 S. Queen Street, Suite 201
Martinsburg, WV 25401
Phone: 304-725-8456
www.gordon.us.com

PROGRAMMING AND PLANNING
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
SURVEY AND MAPPING
SECURITY CONSULTING

LOCATION MAP
SCALE: 1"=400'



WVDOH VICINITY MAP
SCALE: 1"=1 MILE



Sheet List Table

1 COVER SHEET
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5 PRELIMINARY PLAT
6 PRELIMINARY PLAT
7 SITE LAYOUT AND UTILITY PLAN
8 GRADING AND DRAINAGE PLAN
9 GRADING AND DRAINAGE PLAN
10 TATE MANOR DRIVE PLAN AND PROFILE
11 ROAD B & ORCHARD GREEN DRIVE PLANS AND PROFILES
12 WATERLINE AND SANITARY SEWER PROFILES
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16 STORM SEWER PROFILES
17 STORM SEWER COMPUTATIONS & DETAILS
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19 PRE-DEVELOPMENT DRAINAGE AREAS
20 POST-DEVELOPMENT DRAINAGE AREAS
21 STORMWATER MANAGEMENT NARRATIVE & DETAILS
22 STORMWATER MANAGEMENT DETAILS
23 EROSION AND SEDIMENT CONTROL NARRATIVE
24 EROSION AND SEDIMENT CONTROL PLAN PHASE I
25 EROSION AND SEDIMENT CONTROL PLAN PHASE II
26 EROSION AND SEDIMENT CONTROL DETAILS
27 EROSION AND SEDIMENT CONTROL DETAILS
28 LANDSCAPE PLAN
29 LANDSCAPE DETAILS

CITY OF CHARLES TOWN – COMPLETE LIST OF WAIVER/VARIANCES

ORDINANCE	SECTION OF ORDINANCE	WAIVER APPLICATION NUMBER	DESCRIPTION OF WAIVER OR VARIANCE	STATUS	DATE APPROVED
S&LD	Appendix A	WAIVER 2019-03	TYPICAL SECTION NEIGHBORHOOD STREET (0-500 VPD), HEAD-IN PARKING (90 DEGREE).	Approved with the condition that the HOA maintains the parking spaces	25-MAR-2019
S&LD	1333.09	WAIVER 2019-04	ON-STREET PARKING REQUIREMENT, PARALLEL PARKING.	Approved as requested	25-MAR-2019
S&LD	1333.23(F)3.g.	WAIVER 2019-05	RECREATION VEHICLE (RV) PARKING IN THE R-15 ZONING DISTRICT.	Approved as requested	25-MAR-2019
S&LD	1333.17(C)2.b & c and 1333.17(E)1	WAIVER 2019-06	PARK DEDICATION STANDARD FOR DEVELOPMENTS OVER 10 ACRES.	Approved with the condition of a payment of $25,000 in lieu of public dedication space and that the central open space area could be dedicated at a future point in time to the city at no cost.	11-APR-2019
S&LD	1333.20(B)	WAIVER 2019-07	OPEN SPACE COMMON AREA FOR TOWNHOUSE DEVELOPMENTS.	No Action was required	25-MAR-2019
S&LD		WAIVER 2019-08	PROVIDE ONLY ONE ROW OF BUFFERING OF TREES AT A HEIGHT OF 4'.	Approved with the condition that two rows of buffering will be provided with the proposed trees of 4' height.	

Common Open Space Calculations (Checklist E.2.x.)

ZO Table 1322.07 - 10% Required Open Space	
Required 10%	461,320 sf x 0.10 = 46,132 sf
Proposed	107,565 sf (23%)
SLDO Section 1333.20(B) - 1,500 sf. Per Unit	
Required	80 units x 1,500 sf = 120,000 sf
Proposed*	107,565 sf*
SLDO Section 1333.20(P) - 30% of NBLA	
Required	299,139 sf x 0.30 = 89,741 sf
Proposed	107,565 sf
Park Land Dedication	
SLDO Section 1333.17(E)1.	
Required	80 units x 0.24 ac = 1.92 acres
Proposed*	0 ac*
Approved Waivers 2019-007-190031 & 2019-006-190030	

Net Buildable Land Area Calculation (Checklist E.2.g.)

Area / Use	Square Feet	Acres
Gross Land Area	461,320	10.59
Right-of-Ways	88,754	2.04
Belvedere Drive Right-of-Way Reservation	2,603	0.06
Stormwater Management Area	54,066	1.24
Buffers	16,759	0.38
Net Buildable Land Area (NBLA)	299,139	6.87

Density (Checklist E.2.g.)

Maximum Based on NBLA	299,139 / 3,500 = 85 Units
Proposed	80 Units

Acreages (Checklist E.2.n.)

Area / Use	Square Feet	Acres
Common Open Space	107,565	2.47
Townhouse Lot Area	191,574	4.40
Right-of-Ways	88,754	2.04
Belvedere Drive Right-of-Way Reservation	2,603	0.06
Stormwater Management Area	54,066	1.24
Buffers	16,759	0.38
Total	461,320	10.59

Parking Requirments (Checklist E.2.x.)

ZO Section 1333.20(G) - 1.8 Spaces Per Unit		
Required	1.8 x 80 = 144 spaces	
Provided*	Driveway Spces	80
	Garage Spaces	80
	On-Street Parallel	10
	On-Street 90 Degree*	38*
	Total	208 (2.6 per unit)
SLDO 1333.23(F)3.g. - RV Parking - 1 Per 50 Passenger Vehicle Spaces		
Required	208 / 50 = 5 RV Spaces	
Provided*	0*	
Approved Waivers 2019-05-190029, 2019-04-190028, & 2019-03-190027		

Building Setback Requirements

	Required	Provided
Front	25' (min.)	25' (min.)
Side	10' (min.)	10' (min.)
Rear	20' (min.)	20' (min.)

STATEMENT OF ACCURACY
THE ENGINEER AND/OR SURVEYOR, IN SIGNING THIS PLAT./PLAN, ATTESTS TO THE BEST OF HIS/HER KNOWLEDGE, THAT THIS PLAN IS COMPLETE AND ACCURATE.

ENGINEER _____ DATE _____

APPROVAL BLOCK
THIS PRELIMINARY PLAN AND PLAT WAS APPROVED BY THE CITY OF CHARLES TOWN, ON THE ____ DAY OF _____, 20____, SUBJECT TO ANY CONDITIONS SPECIFIED HEREON.

ALL EXPENSES INCURRED WITH RESPECT TO IMPROVEMENTS FOR ALL UTILITY SERVICES, PAVING, GRADING, LANDSCAPING, CURBS, GUTTERS, SIDEWALKS, ROAD LIGHTING, ROAD SIGNS, FLOOD PROTECTION DEVICES, DRAINAGE STRUCTURES AND ALL OTHER IMPROVEMENTS THAT MAY BE REQUIRED SHALL BE IN THE RESPONSIBILITY OF THE SUBDIVIDER AND NO THE CITY.

SECRETARY OF THE PLANNING COMMISSION _____ DATE _____

CERTIFICATE OF LAND SURVEYOR
THE PLAT REPRESENTS A SURVEY BY GORDON. ALL MONUMENTS AND IMPROVEMENTS INDICATED HEREON ACTUALLY EXIST, AND THEIR LOCATION, SIZE, AND MATERIAL ARE CORRECTLY SHOWN, GORDON IS FAMILIAR WITH ALL REQUIREMENTS OF THIS ORDINANCE, AND TO THE BEST OF OUR KNOWLEDGE AND BELIEF, ALL OF THE REQUIREMENTS OF THIS ORDINANCE HAVE BEEN FULLY COMPLIED HEREIN.

LIST OF APPROVALS:

CHARLES TOWN UTILITY BOARD WATER AVAILABILITY LETTER: DATED:

CHARLES TOWN UTILITY BOARD SEWER AVAILABILITY LETTER: DATED:

WV DEPARTMENT OF HIGHWAYS PERMIT # TBD DATE:

STATE HEALTH PERMITS PERMIT #: DATE: PERMIT #: DATE:

JEFFERSON COUNTY ADDRESSING APPROVED:

WV NPDES PERMIT APPROVED: TBD PERMIT #

NO.	SHEET NUMBER AND REVISION DESCRIPTION	DATE
1.	REVISED PER COUNTY AND CTUB COMMENTS	06-APR-2020

STATEMENT OF ACCEPTANCE
THE DEVELOPER, IN SIGNING THIS PLAT, AGREES TO ABIDE BY ALL CONDITIONS, TERMS, AND SPECIFICATIONS PROVIDED HEREON; AND TO COMPLETE ALL THE IMPROVEMENTS REQUIRED BY THE PRELIMINARY PLAT AND PLAN OR SITE PLAN.

MVB BANK LLC _____ DATE
1000 JOHNSON AVENUE
BRIDGEPORT, WV 26330

811 Know what's below. Call before you dig.

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Gordon
PROGRAMMING AND PLANNING
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
SURVEY AND MAPPING
SECURITY CONSULTING
148 S. Queen Street Suite 201
Martinsburg, WV 25401
Phone: 304-725-8456
www.gordon.us.com

JASON P. GERMAN — REGISTERED — No. 19127 — STATE OF WEST VIRGINIA — PROFESSIONAL ENGINEER
SEAL:

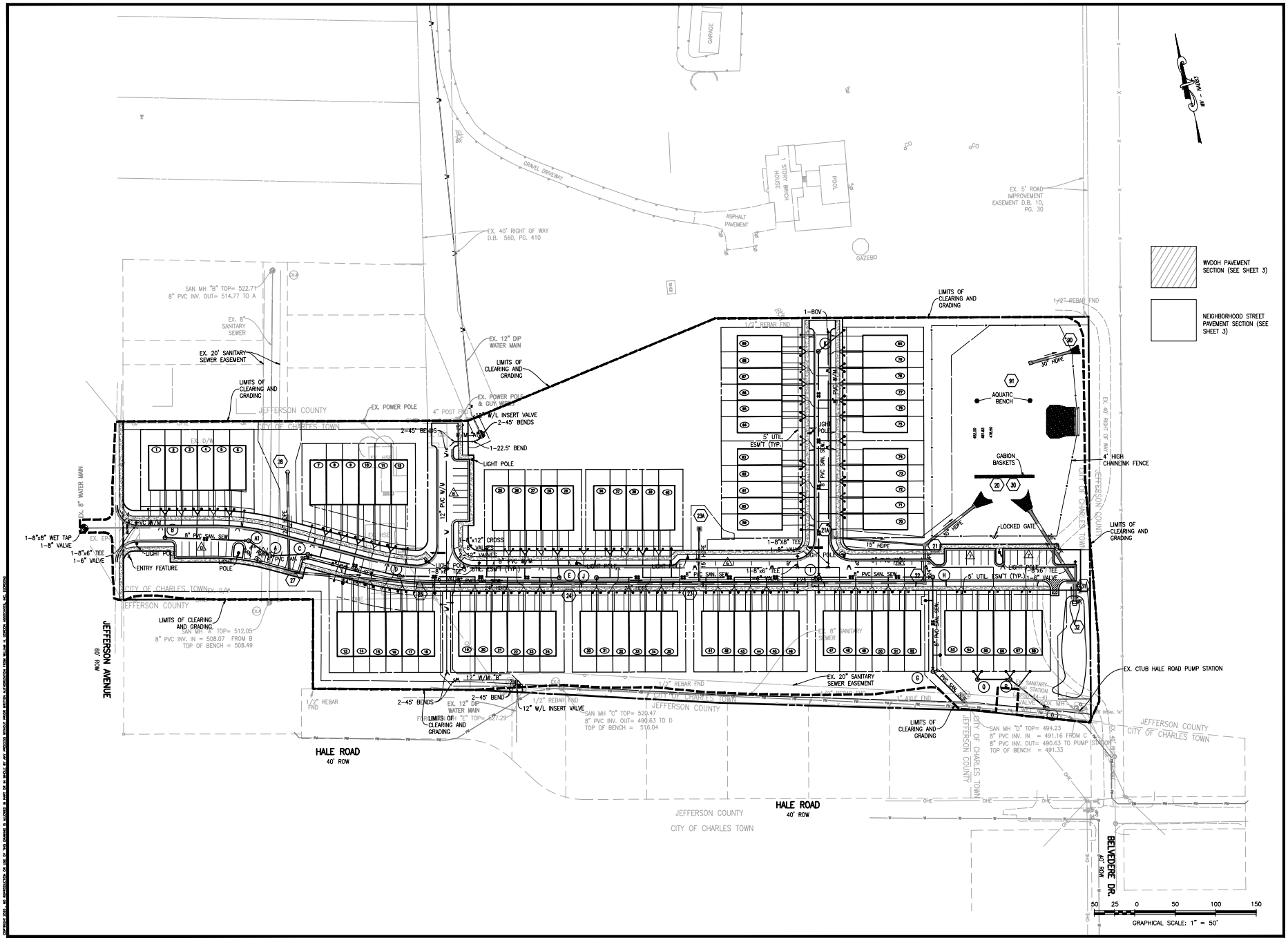
REVISIONS:
C-06-APR-2020 PER CITY AND CTUB COMMENTS

COVER SHEET

TATE MANOR
CHARLES TOWN DISTRICT, MAP 13 PARCELS 1,3 & 4
DEED BOOK 1191 PAGES 549 & 553
CITY OF CHARLES TOWN, JEFFERSON COUNTY, WEST VIRGINIA

FILE # SLD-2020-02

SCALE:	HORIZ: AS NOTED VERT: N/A
DATE:	JANUARY 2020
JOB:	2280-0203
DRAWN:	JE CHECK: JPG
CADD:	C-GI-001.DWG
NCS:	
SHEET:	1 OF 29



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SEAL:

REVISIONS

1 - 06-APR-2020 PER CITY AND CTUB COMMENTS

SITE LAYOUT AND UTILITY PLAN

TATE MANOR

CHARLES TOWN DISTRICT, MAP 13 PARCELS 1,3 & 4
DEED BOOK 1191 PAGES 549 & 553
CITY OF CHARLES TOWN, JEFFERSON COUNTY, WEST VIRGINIA

FILE # SLD-2020-02

SCALE:	HORIZ.: 1"=50' VERT.: N/A
DATE:	JANUARY 2020
JOB:	2280-0203
DRAWN: JE	CHECK: JPG
CADD:	C-CS-102.DWG
NCS:	
SHEET:	7 OF 29

CHARLES TOWN UTILITY BOARD
ROUTE 9 SEWER PROJECT

RESOLUTION NO. 6

RESOLUTION OF THE CITY OF CHARLES TOWN UTILITY BOARD APPROVING INVOICES RELATING TO THE CONSTRUCTION AND OTHER SERVICES FOR THE ROUTE 9 SEWER PROJECT AND AUTHORIZING PAYMENT THEREOF,

WHEREAS, the City of Charles Town Utility Board has reviewed the invoices attached hereto and incorporated herein by reference relation to the project funded by ROXUL USA, Inc., dba ROCKWOOL under an Alternate Mainline Extension Agreement (WV PSC Case No. 191025-S-PC, approved November 22, 2019) and the Escrow Agreement dated October 11, 2019.

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. 06, HATCH Invoice No. 90752351 and the CTUB Reimbursement per the attached Schedule B (See Column - Resolution No. 6) as summarized below, is hereby authorized and directed.

Vendor	Route 9 Sewer Project
Snyder Environmental Services, Inc.	$180,516.31
HATCH	$42,247.25
CTUB Reimbursement	$44,633.05
Total	**$267,396.61**

ADOPTED BY the City of Charles Town Utility Board, at the meeting held on the 19th day of August 2020.

By: _____
Daryl Hennessy, Chairman

Charles Town Utility Board
Route 9 Sewer Infrastructure Project
Alternate Mainline Extension Agreement (AMEA) / Escrow Agreement

				Resolution No. C	Resolution No. 1	Resolution No. 2	Resolution No. 3	Resolution No. 4	Resolution No. 5	Resolution No. 6	ESCROW DEPOSIT FOR CONSTRUCTION
$10,500,000 Rockwool Escrow Agreement/(AMEA) Reimbursement Schedule B, October, 2019	REVISED BUDGET	Draw (a.) Ranson Reimbursement	Draw (b.) CTUB Reimbursement	Draw (c.) CTUB Reimbursement 10/1/19-present	Contractor's Application for Payment No. 001	Contractor's Application for Payment No. 002, Hatch Inv. 90736637, CTUB Reimbursement	Contractor's Application for Payment No. 003, Hatch Inv. No. 90739805 & 90742814, CTUB Reimbursement	Contractor's Application for Payment No. 04, Hatch Inv. No. 90746225	Contractor's Application for Payment No. 05, CTUB Reimbursement	Contractor's Application for Payment No. 06, Hatch Inv. 90752351, CTUB Reimbursement	BALANCE REMAINING
1 **CONSTRUCTION**											
a. Contract 1	6,915,542.62	0.00	0.00	0.00	90,000.00	1,236,605.34	1,894,374.89	1,114,717.05	480,775.05	180,516.31	1,918,553.98
b. Construction 10.02%	692,633.38	0.00	0.00	0.00	0.00	0.00	0.00	0.00	72,008.45	42,992.55	577,632.38
c. CSX Fees	15,300.00	0.00	16,050.00	5,000.00	0.00	0.00	0.00	0.00	0.00	0.00	-5,750.00
d. N-S Fees	41,600.00	0.00	21,300.00	0.00	0.00	0.00	0.00	0.00	9,789.21	1,640.50	8,870.29
e. DOH Bond and Inspection Fees	119,937.00	0.00	19,550.00	0.00	0.00	84,973.05	1,288.27	0.00	0.00	0.00	14,125.68
2 **ENGINEERING SERVICES**											
Task Orders 1 - 8	1,851,567.87	1,084,987.66	102,994.82	10,289.25	0.00	38,068.37	210,109.15	93,693.87	61,197.50	42,247.25	207,980.00
Task Orders Charles Town	56,820.00	0.00	56,820.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3 **LEGAL SERVICES**											
a Local Project Attorney (PSC)	100,000.00	0.00	65,836.78	25,573.71	0.00	0.00	2,730.00	0.00	260.00	0.00	5,599.51
b Permitting / Ord Attorney	215,000.00	0.00	199,514.04	0.00	0.00	0.00	15,485.96	0.00	0.00	0.00	0.00
c RA Attorney Stranko / Luttrell	12,959.40	12,959.40	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4 **ADMINISTRATIVE SERVICES**											
b Project Accountant	16,723.00	0.00	16,723.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
c Other Administrative Costs	2,750.00	0.00	2,750.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5 **LAND COSTS**											
b Easements	324,611.85	0.00	324,611.85	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SOFT COST CONTINGENCY	74,667.36	0.00	0.00	0.00	0.00	0.00	74,667.36	0.00	0.00	0.00	0.00
Interest on Line of Credit	59,887.52	59,887.52	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Amount Owed Line of Credit		1,157,834.58									
Charles Town's Cost Incurred			826,150.49								
9 Sub Total Lines 1-8	**10,500,000.00**	**1,157,834.58**	**826,150.49**	**40,862.96**	**90,000.00**	**1,359,646.76**	**2,198,655.63**	**1,208,410.92**	**624,030.21**	**267,396.61**	**2,727,011.84**
ESCROW DEPOSIT UPON AMLEA SUBMITTAL TO WV PSC (Ranson and Charles Town Costs Incurred)											
ESCROW DEPOSIT FOR CONSTRUCTION											**2,727,011.84**

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Contractor's Application for Payment No. 06

Application Period: 6-27-2020 to 8-1-2020

To (Owner): **Charles Town Utility Board**	From (Contractor): **Snyder Environmental Services**	Via (Engineer): **Hatch Associates Consultants, Inc.**
Project: **Route 9 Sewer Project Ranson, WV**	Contract:	
Owner's Contract No.:	Contractor's Project No.: 20018	Engineer's Project No.: **H-359787**

Application For Payment

Change Order Summary

Approved Change Orders

Number	Additions	Deductions
01		$1,162,000.00
02		$1,177,551.00
03	$902,406.49	
04		$75,000.00
05		$26,160.87
TOTALS	$902,406.49	$2,440,711.87
NET CHANGE BY CHANGE ORDERS	**-$1,538,305.38**	

		$ $8,453,848.00
2. Net change by Change Orders		**$ -$1,538,305.38**
3. Current Contract Price (Line 1 ± 2)		**$ $6,915,542.62**
4. TOTAL COMPLETED AND STORED TO DATE		**$ $5,342,765.77**
5. RETAINAGE:		
a. 10% X $3,457,771.31 **Work Completed**		**$ $345,777.13**
b. 10% X **Stored Material**		**$**
c. Total Retainage (Line 5.a + Line 5.b)		**$ $345,777.13**
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)		**$ $4,996,988.64**
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)		**$ $4,816,472.33**
8. AMOUNT DUE THIS APPLICATION		**$ $180,516.31**
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above)		**$ $1,918,553.98**

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: Brandon L. Date: 8/5/2020

Payment of: $ 180,516.31
(Line 8 or other - attach explanation of the other amount)

is recommended by: _____ August 5, 2020
(Engineer) (Date)

Payment of: $ _____
(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 - Unit Price Work **Contractor's Application**

For (Contract):	Route 9 Sewer Project Ranson, WV													
Application Period:	6-27-2020 to 8-1-2020									Application Number:	06			
										Application Date:	8/1/2020			
Engineer's Project Number: H-359787						Work Completed								
A					B	C		D		E	F		G	
Bid Item Code	Description	Item Quantity	Units	Unit Price	Scheduled Value ($)	Quantity Installed this Period	Value of Work Installed This Period	Quantity Installed to Date	Value of Work Installed to Date	Materials PresentlyStored (not in C or D)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)	
100	**MOBILIZATION**													
101	MOBILIZE EQUIPMENT	1.00	LS	$ 300,000.00	$ 300,000.00	0	$ -	0.90	$270,000.00		$270,000.00	90.0%	$	30,000.00
102	BLASTING STAKEOUT	1.00	LS	$ 75,000.00	$ 75,000.00	0	$ -	1.00	$75,000.00		$75,000.00	100.0%	$	-
103	CONSTRUCTION STAKEOUT	1.00	LS	$ 75,000.00	$ 75,000.00	0	$ -	1.00	$75,000.00		$75,000.00	100.0%	$	-
104	VIDEO DOCUMENTATION	1.00	LS	$ 25,000.00	$ 25,000.00	0	$ -	1.00	$25,000.00		$25,000.00	100.0%	$	-
105	SUBMITTALS	1.00	LS	$ 25,000.00	$ 25,000.00	0	$ -	0.95	$23,750.00		$23,750.00	95.0%	$	1,250.00
106	BONDS & INSURANCE	1.00	LS	$ 100,000.00	$ 100,000.00	0	$ -	1.00	$100,000.00		$100,000.00	100.0%	$	-
200	TRAFFIC CONTROL	1.00	LS	$ 27,700.00	$ 27,700.00	0	$ -	0.75	$20,775.00		$20,775.00	75.0%	$	6,925.00
300	EROSION AND SEDIMENT CONTROL	1.00	LS	$ 60,000.00	$ 60,000.00	0	$ -	0.75	$45,000.00		$45,000.00	75.0%	$	15,000.00
400	GRAVITY SEWER 6" & 8", OPEN CUT	1,085.00	LF	$ 107.00	$ 116,095.00	0	$ -	1101.00	$117,807.00		$117,807.00	101.5%	$	(1,712.00)
500	GRAVITY SEWER 10", OPEN CUT	1,014.00	LF	$ 101.00	$ 102,414.00	0	$ -	1025.00	$103,525.00		$103,525.00	101.1%	$	(1,111.00)
600	GRAVITY SEWER 12", OPEN CUT	3,567.00	LF	$ 119.00	$ 424,473.00	0	$ -	3588.00	$426,972.00		$426,972.00	100.6%	$	(2,499.00)
700	GRAVITY SEWER 15", OPEN CUT	3,776.00	LF	$ 130.00	$ 490,880.00	0	$ -	3776.00	$490,880.00		$490,880.00	100.0%	$	-
800	FORCE-MAIN (6"-4") OPEN CUT	4,149.00	LF	$ 121.00	$ 502,029.00	195.00	$ 23,595.00	4122.00	$498,762.00		$498,762.00	99.3%	$	3,267.00
900	FORCE-MAIN (6"-4") IN EX. RT. 9 CASING	265.00	LF	$ 252.00	$ 66,780.00	265.00	$ 66,780.00	265.00	$66,780.00		$66,780.00	100.0%	$	-
1000	FORCE-MAIN (6"-4") AIR VAULT & INTERNALS	6.00	EA	$ 8,370.00	$ 50,220.00	0	$ -	8.00	$66,960.00		$66,960.00	133.3%	$	(16,740.00)
1300	FORCE-MAIN (8"-6"-8") OPEN CUT	11,646.00	LF	$ 93.00	$ 1,083,078.00	0	$ -	11675.00	$1,085,775.00		$1,085,775.00	100.2%	$	(2,697.00)
1400	FORCE-MAIN (8"-6"-8") AIR VAULT & INTERNALS	21.00	EA	$ 8,370.00	$ 175,770.00		$ -	21.00	$175,770.00		$175,770.00	100.0%	$	-
1700	FORCE-MAIN MISC. DIP FITTINGS, IF DIRECTED	2,000.00	LBS	$ 7.00	$ 14,000.00	0	$ -						$	14,000.00
1800	CONCRETE CLASS B, IF DIRECTED	100.00	CY	$ 435.00	$ 43,500.00	0	$ -						$	43,500.00
1900	CASING 24" BORED, W/ 10" GRAVITY SEWER	62.00	LF	$ 540.00	$ 33,480.00	0	$ -	65.00	$35,100.00		$35,100.00	104.8%	$	(1,620.00)
2000	CASING 24" BORED, W/ 12" GRAVITY SEWER	94.00	LF	$ 532.00	$ 50,008.00	0	$ -	94.00	$50,008.00		$50,008.00	100.0%	$	-
2100	CASING 24" BORED, W/ 6"-4"-6" FORCE-MAINS	130.00	LF	$ 596.00	$ 77,480.00	0	$ -	110.00	$65,560.00		$65,560.00	84.6%	$	11,920.00
2200	CASING 30" BORED, W/ 15" GRAVITY SEWER	162.00	LF	$ 779.00	$ 126,198.00	0	$ -	166.00	$129,314.00		$129,314.00	102.5%	$	(3,116.00)
2300	CASING 36" BORED, W/ 8"-6"-8" FORCE-MAINS	141.00	LF	$ 692.00	$ 97,572.00	0	$ -	205.00	$141,860.00		$141,860.00	145.4%	$	(44,288.00)
2600	MANHOLE, 4'-DIA. (UP TO 6' DEEP)	44.00	EA	$ 7,630.00	$ 335,720.00	1.00	$ 7,630.00	44.00	$335,720.00		$335,720.00	100.0%	$	-
2700	MANHOLE BV-03 (DOGHOUSE), 4'-DIA. (UP TO 6' DEEP)	1.00	EA	$ 7,500.00	$ 7,500.00	0	$ -	1.00	$7,500.00		$7,500.00	100.0%	$	-
2800	MANHOLE DC-02 (DOGHOUSE), 4'-DIA. (UP TO 6' DEEP)	1.00	EA	$ 7,500.00	$ 7,500.00	0	$ -	1.00	$7,500.00		$7,500.00	100.0%	$	-
2900	MANHOLE EXTENSION, 4'-DIA.	130.00	VF	$ 167.00	$ 21,710.00	12.00	$ 2,004.00	127.10	$21,225.70		$21,225.70	97.8%	$	484.30
3000	MANHOLE DROP CONNECTION, TYPE A	1.00	EA	$ 3,550.00	$ 3,550.00	0	$ -	1.00	$3,550.00		$3,550.00	100.0%	$	-
3100	MANHOLE DROP CONNECTION, TYPE B	5.00	EA	$ 5,000.00	$ 25,000.00	0	$ -	5.00	$25,000.00		$25,000.00	100.0%	$	-
3200	MANHOLE BV-22, FOR TRANSITION	1.00	EA	$ 13,500.00	$ 13,500.00	0	$ -	1.00	$13,500.00		$13,500.00	100.0%	$	-
3300	MANHOLE CH-20, FOR TRANSITION	1.00	EA	$ 13,500.00	$ 13,500.00	0	$ -	1.00	$13,500.00		$13,500.00	100.0%	$	-
3400	SEWER MARKER	98.00	EA	$ 105.00	$ 10,290.00	0	$ -						$	10,290.00
3500	CONNECTION TO EX. FACILITIES, AT MANHOLE 11V	1.00	LS	$ 7,500.00	$ 7,500.00	0	$ -	1.00	$7,500.00		$7,500.00	100.0%	$	-
3600	CONNECTION TO EX. FACILITIES, AT MANHOLE BV-03	1.00	LS	$ 7,500.00	$ 7,500.00	0	$ -	1.00	$7,500.00		$7,500.00	100.0%	$	-
3700	CONNECTION TO EX. FACILITIES, AT MANHOLE DC-02	1.00	LS	$ 7,500.00	$ 7,500.00	0	$ -	1.00	$7,500.00		$7,500.00	100.0%	$	-
3800	**PUMP STATION, WAR ADMIRAL**					0	$ -						$	-
3801	MOBILIZATION	1.00	LS	$ 21,700.00	$ 21,700.00	0.10	$ 2,170.00	0.60	$13,020.00		$13,020.00	60.0%	$	8,680.00
3802	EXCAVATION	1.00	LS	$ 120,000.00	$ 120,000.00	0	$ -	1.00	$120,000.00		$120,000.00	100.0%	$	-
3803	SET WET WELL	1.00	LS	$ 50,000.00	$ 50,000.00	0.50	$ 25,000.00	0.75	$37,500.00		$37,500.00	75.0%	$	12,500.00
3804	VALVE VAULT	1.00	LS	$ 75,000.00	$ 75,000.00	0	$ -						$	75,000.00
3805	BACKFILL	1.00	LS	$ 25,000.00	$ 25,000.00	0.50	$ 12,500.00	0.50	$12,500.00		$12,500.00	50.0%	$	12,500.00
3806	WET WELL AND VALVE VAULT PIPING	1.00	LS	$ 66,000.00	$ 66,000.00	0	$ -						$	66,000.00
3807	AIR INJECTION VAULT & EQUIPMENT	1.00	LS	$ 54,675.00	$ 54,675.00	0	$ -	1.00	$54,675.00		$54,675.00	100.0%	$	-
3808	PUMPS	1.00	LS	$ 195,000.00	$ 195,000.00	0	$ -						$	195,000.00
3809	CONTROLS	1.00	LS	$ 110,000.00	$ 110,000.00	0	$ -						$	110,000.00
3810	FETTERVILLE BUILDING	1.00	LS	$ 53,100.00	$ 53,100.00	0	$ -	0.10	$5,500.00		$5,500.00	10.4%	$	47,600.00
3811	GENERATOR PAD	1.00	LS	$ 10,000.00	$ 10,000.00	0	$ -						$	10,000.00
3812	GENERATOR	1.00	LS	$ 67,500.00	$ 67,500.00	0	$ -						$	67,500.00
3813	ELECTRIC	1.00	LS	$ 167,500.00	$ 167,500.00	0	$ -						$	167,500.00
3814	START UP	1.00	LS	$ 20,000.00	$ 20,000.00	0	$ -						$	20,000.00

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Progress Estimate - Unit Price Work

Contractor's Application

For (Contract):	Route 9 Sewer Project Ranson, WV	Application Number:	06
Application Period:	6-27-2020 to 8-1-2020	Application Date:	8/1/2020
Engineer's Project Number:	H-359787		

A					B	C		D		E	F		G
						Work Completed							
Bid Item Code	Description	Item Quantity	Units	Unit Price	Scheduled Value ($)	Quantity Installed this Period	Value of Work Installed This Period	Quantity Installed to Date	Value of Work Installed to Date	Materials PresentlyStored (not in C or D)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
3815	PAVING	1.00	LS	$ 33,000.00	$ 33,000.00	0	$ -						$ 33,000.00
3816	RESTORATION	1.00	LS	$ 22,590.00	$ 22,590.00	0	$ -						$ 22,590.00
3817	FENCE	1.00	LS	$ 15,000.00	$ 15,000.00	0	$ -						$ 15,000.00
4000	RESTORATION, STATE (WVDOH) ROAD	290.00	SY	$ 76.00	$ 22,040.00	0	$ -	70.50	$5,358.00		$5,358.00	24.3%	$ 16,682.00
4100	RESTORATION, ASPHALT DRIVEWAY	320.00	SY	$ 62.00	$ 19,840.00	70.00	$ 4,340.00	328.00	$20,336.00		$20,336.00	102.5%	$ (496.00)
4200	RESTORATION, ASPHALT BIKE PATH	140.00	SY	$ 315.00	$ 44,100.00	0	$ -	140.00	$44,100.00		$44,100.00	100.0%	$ -
4300	RESTORATION, GRAVEL ROAD OR DRIVE	2,170.00	SY	$ 15.00	$ 32,550.00	0	$ -	2170.00	$32,550.00		$32,550.00	100.0%	$ -
4400	RESTORATION, UNIMPROVED (GRASS) SURFACE	80,460.00	SY	$ 3.00	$ 241,380.00	0	$ -	74946.00	$224,838.00		$224,838.00	93.1%	$ 16,542.00
4500	CULVERT 12" TO 30", OPEN CUT	60.00	LF	$ 150.00	$ 9,000.00	0	$ -	60.00	$9,000.00		$9,000.00	100.0%	$ -
4600	ABANDONMENT OF WATER WELL	1.00	LS	$ 3,000.00	$ 3,000.00	0	$ -						$ 3,000.00
4700	EXCAVATION AND BACKFILLING BELOW SUBGRADE	500.00	CY	$ 45.00	$ 22,500.00	0	$ -						$ 22,500.00
4800	ALLOWANCE - SINKHOLE REPAIR, SOIL FOR CAP	25.00	CY	$ 30.00	$ 750.00	0	$ -						$ 750.00
4900	ALLOWANCE - SINKHOLE REPAIR, CLASS 10 AGGREGATE	25.00	CY	$ 50.00	$ 1,250.00	0	$ -						$ 1,250.00
5000	ALLOWANCE - SINKHOLE REPAIR, CLASS 1 AGGREGATE BAS	25.00	CY	$ 50.00	$ 1,250.00	0	$ -						$ 1,250.00
5100	ALLOWANCE - SINKHOLE REPAIR, SPECIAL ROCK FILL	25.00	CY	$ 50.00	$ 1,250.00	0	$ -						$ 1,250.00
5200	ALLOWANCE - SINKHOLE REPAIR, RIP-RAP	25.00	CY	$ 75.00	$ 1,875.00	0	$ -						$ 1,875.00
5300	ALLOWANCE - SINKHOLE REPAIR, IMPERVIOUS CORE	500.00	SF	$ 10.00	$ 5,000.00	0	$ -						$ 5,000.00
5400	**PUMP STATION, NORTHPORT**					0	$ -						$ -
5401	MOBILIZATION	1.00	LS	$ 20,022.00	$ 20,022.00	0	$ -	0.90	$18,019.80		$18,019.80	90.0%	$ 2,002.20
5402	EXCAVATION	1.00	LS	$ 100,000.00	$ 100,000.00	0	$ -	1.00	$100,000.00		$100,000.00	100.0%	$ -
5403	SET WET WELL	1.00	LS	$ 30,223.49	$ 30,223.49	0.10	$ 3,022.35	0.90	$27,201.14		$27,201.14	90.0%	$ 3,022.35
5404	VALVE VAULT	1.00	LS	$ 59,400.00	$ 59,400.00	0	$ -						$ 59,400.00
5405	BACKFILL	1.00	LS	$ 50,000.00	$ 50,000.00	0.50	$ 25,000.00	1.00	$50,000.00		$50,000.00	100.0%	$ -
5406	WET WELL AND VALVE VAULT PIPING	1.00	LS	$ 50,000.00	$ 50,000.00	0	$ -						$ 50,000.00
5407	PUMPS	1.00	LS	$ 100,000.00	$ 100,000.00	0	$ -						$ 100,000.00
5408	CONTROLS	1.00	LS	$ 106,012.00	$ 106,012.00	0	$ -						$ 106,012.00
5409	FETTERVILLE	1.00	LS	$ 30,000.00	$ 30,000.00	0	$ -						$ 30,000.00
5410	GENERATOR PAD	1.00	LS	$ 10,000.00	$ 10,000.00	0	$ -						$ 10,000.00
5411	GENERATOR	1.00	LS	$ 47,039.00	$ 47,039.00	0	$ -						$ 47,039.00
5412	ELECTRIC	1.00	LS	$ 146,919.00	$ 146,919.00	0	$ -						$ 146,919.00
5413	ELECTRIC CONDUIT	1,335.00	LF	$ 41.00	$ 54,735.00	235.00	$ 9,635.00	1335.00	$54,735.00		$54,735.00		$ -
5414	ELECTRIC VAULT	2.00	EA	$ 2,457.00	$ 4,914.00	0	$ -						$ 4,914.00
5415	START UP	1.00	LS	$ 4,950.00	$ 4,950.00	0	$ -						$ 4,950.00
5416	PAVING	1.00	LS	$ 16,822.00	$ 16,822.00	0	$ -						$ 16,822.00
5417	RESTORATION	1.00	LS	$ 54,970.00	$ 54,970.00	0	$ -						$ 54,970.00
5418	FENCE	1.00	LS	$ 16,400.00	$ 16,400.00	0	$ -						$ 16,400.00
CO 004	CHANGE ORDER 004 REMOVE B&O TAXES	1.00	LS	$ (75,000.00)	$ (75,000.00)	0	$ -						$ (75,000.00)
CO 005	CHANGE ORDER 005 OPEN CUT CASING	1.00	LS	$ (26,160.87)	$ (26,160.87)	0	$ -	1.00	($26,160.87)		($26,160.87)		$ -
					$ 6,915,542.62		**$ 181,676.35**		**$5,368,926.64**		**$5,342,765.77**		**$ 1,572,776.85**

EJCDC® C-620 Contractor's Application for Payment
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Stored Material Summary **Contractor's Application**

For (Contract):	Route 9 Sewer Project Ranson, WV								Application Number:	06
Application Period:	6-27-2020 to 8-1-2020									8/1/2020

A		B	C		D		E			F		G
					Stored Previously							
Bid Item No.	Supplier Invoice No.		Storage Location	Description of Materials or Equipment Stored	Date Placed into Storage (Month/Year)	Amount ($)	Amount Stored this Month ($)	Stored Units		Subtotal Amount Stored to Date (D + E)	Incorporated in Work	% Stored	Materials Remaining in Storage ($) (D + E - F)
100				**MOBILIZATION**									
101				MOBILIZE EQUIPMENT									
102				BLASTING STAKEOUT									
103				CONSTRUCTION STAKEOUT									
104				VIDEO DOCUMENTATION									
105				SUBMITTALS									
106				BONDS & INSURANCE									
200				TRAFFIC CONTROL									
300				EROSION AND SEDIMENT CONTROL									
400				GRAVITY SEWER 6" & 8", OPEN CUT									
500	3378054		on site	GRAVITY SEWER 10", OPEN CUT	3/2020	$16.00		1014.00	LF	$16.00	1025.00	-1%	
600	3376257 3378050		on site	GRAVITY SEWER 12", OPEN CUT	3/2020	$181.00		3567.00	LF	$181.00	3588.00	-1%	
700	3376255		on site	GRAVITY SEWER 15", OPEN CUT	3/2020	$21.00		3776.00	LF	$21.00	3776.00		
800	3372577		on site	FORCE-MAIN (6"-4") OPEN CUT	3/2020	$24,089.00		4149.00	LF	$24,089.00	4122.00	1%	
900				FORCE-MAIN (6"-4") IN EX. RT. 9 CASING							265.00		
1000				FORCE-MAIN (6"-4") AIR VAULT & INTERNALS							8.00		
1300	3375294 3375305 3375299 3373509 3373510		on site	FORCE-MAIN (8"-6"-8") OPEN CUT	3/2020	$105,363.00		11646.00	LF	$105,363.00	11675.00	0%	
1400	3377020 3377031			FORCE-MAIN (8"-6"-8") AIR VAULT & INTERNALS	3/2020	$29.00		21.00	EA	$29.00	21.00		
1700				FORCE-MAIN MISC. DIP FITTINGS, IF DIRECTED									
1800				CONCRETE CLASS B, IF DIRECTED									
1900				CASING 24" BORED, W/ 10" GRAVITY SEWER									
2000				CASING 24" BORED, W/ 12" GRAVITY SEWER									
2100				CASING 24" BORED, W/ 6"-4"-6" FORCE-MAINS									
2200	LL223750 LL223616 13885501		on site	CASING 30" BORED, W/ 15" GRAVITY SEWER	3/2020	$21,237.82		162.00	LF	$21,237.82	166.00	-2%	
2300	13885502		on site	CASING 36" BORED, W/ 8"-6"-8" FORCE-MAINS	3/2020	$20,250.00		141.00	LF	$20,250.00	205.00	-45%	
2600				MANHOLE, 4'-DIA. (UP TO 6' DEEP)									
2700				MANHOLE BV-03 (DOGHOUSE), 4'-DIA. (UP TO 6' DEEP)		$3.00							
2800				MANHOLE DC-02 (DOGHOUSE), 4'-DIA. (UP TO 6' DEEP)									
2900				MANHOLE EXTENSION, 4'-DIA.									
3000				MANHOLE DROP CONNECTION, TYPE A									
3100				MANHOLE DROP CONNECTION, TYPE B									
3200				MANHOLE BV-22, FOR TRANSITION									
3300				MANHOLE CH-20, FOR TRANSITION									
3400				SEWER MARKER									
3500				CONNECTION TO EX. FACILITIES, AT MANHOLE 11V									
3600				CONNECTION TO EX. FACILITIES, AT MANHOLE BV-03									
3700				CONNECTION TO EX. FACILITIES, AT MANHOLE DC-02									
3800				**PUMP STATION, WAR ADMIRAL**									
3801				MOBILIZATION									

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Stored Material Summary **Contractor's Application**

For (Contract):	Route 9 Sewer Project Ranson, WV	Application Number:	06
Application Period:	6-27-2020 to 8-1-2020		8/1/2020

A		B	C		D		E			F			G
					Stored Previously								
Bid Item No.	Supplier Invoice No.		Storage Location	Description of Materials or Equipment Stored	Date Placed into Storage (Month/Year)	Amount ($)	Amount Stored this Month ($)	Stored Units		Subtotal Amount Stored to Date (D + E)	Incorporated in Work	% Stored	Materials Remaining in Storage ($) (D + E - F)
3802				EXCAVATION									
3803				SET WET WELL									
3804				VALVE VAULT									
3805				BACKFILL									
3806				WET WELL AND VALVE VAULT PIPING									
3807				AIR INJECTION VAULT & EQUIPMENT									
3808				PUMPS									
3809				CONTROLS									
3810				FETTERVILLE BUILDING									
3811				GENERATOR PAD									
3812				GENERATOR									
3813				ELECTRIC									
3814				START UP									
3815				PAVING									
3816				RESTORATION									
3817				FENCE									
4000				RESTORATION, STATE (WVDOH) ROAD									
4100				RESTORATION, ASPHALT DRIVEWAY		$70.50							
4200				RESTORATION, ASPHALT BIKE PATH		$258.00							
4300				RESTORATION, GRAVEL ROAD OR DRIVE									
4400				RESTORATION, UNIMPROVED (GRASS) SURFACE									
4500				CULVERT 12" TO 30", OPEN CUT		$5,014.00							
4600				ABANDONMENT OF WATER WELL									
4700				EXCAVATION AND BACKFILLING BELOW SUBGRADE									
4800				ALLOWANCE - SINKHOLE REPAIR, SOIL FOR CAP									
4900				ALLOWANCE - SINKHOLE REPAIR, CLASS 10 AGGREGATE									
5000				ALLOWANCE - SINKHOLE REPAIR, CLASS 1 AGGREGATE BAS									
5100				ALLOWANCE - SINKHOLE REPAIR, SPECIAL ROCK FILL									
5200				ALLOWANCE - SINKHOLE REPAIR, RIP-RAP									
5300				ALLOWANCE - SINKHOLE REPAIR, IMPERVIOUS CORE									
5400				**PUMP STATION, NORTHPORT**									
5401				MOBILIZATION									
5402				EXCAVATION		$0.65							
5403				SET WET WELL									
5404				VALVE VAULT									
5405				BACKFILL									
5406				WET WELL AND VALVE VAULT PIPING									
5407				PUMPS									
5408				CONTROLS									
5409				FETTERVILLE									
5410				GENERATOR PAD									
5411				GENERATOR									
5412				ELECTRIC									
5413				ELECTRIC CONDUIT									
5414				ELECTRIC VAULT									
5415				START UP									
5416				PAVING									
5417				RESTORATION									
5418				FENCE									

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Stored Material Summary **Contractor's Application**

For (Contract):	Route 9 Sewer Project Ranson, WV	Application Number:	06
Application Period:	6-27-2020 to 8-1-2020		8/1/2020

A		B	C		D		E			F		G
					Stored Previously							
Bid Item No.	Supplier Invoice No.		Storage Location	Description of Materials or Equipment Stored	Date Placed into Storage (Month/Year)	Amount ($)	Amount Stored this Month ($)	Stored Units		Subtotal Amount Stored to Date (D + E)	Incorporated in Work	% Stored	Materials Remaining in Storage ($) (D + E - F)
						$176,532.97				**$171,186.82**			

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1600 West Carston St, Suite 1
Pittsburgh, PA 15219
Phone: (412) 497-2000

INVOICE

Charles Town Utility Board
832 South George Street
Charles Town, WV 25414
Attn: Jane Arnett

Date:	8/6/2020
Invoice No:	90752351
Period Ending:	7/31/2020
Currency:	US Dollar (USD)
Reference:	TASK ORDER 4
Terms of Payment:	Net 30 Days
Customer Number:	113985

re: H-359787 On-Call Engineering Services
Project Manager: Richard Travers

TO#4 Route 9 Sewer Project, Bid and Construction Services Progress Report – reviewed and processed shop drawings, coordinated on same with Snyder Environmental Services (SES), Specialized Engineering (SE) and CTUB, attended 7/7 and 7/21 progress meetings via conference call and 7/3 site visit, reviewed/ commented on minutes, addressed NPPS Sediment Control revisions with Ranson reviewer and modify plan accordingly, coordinated ventilation of Fetterville buildings with Team, coordinated with SE CM daily, reviewed and processed SES pay application with SE, SE performed daily coordination with SES on progress, liaison activities between SES and CTUB, coordinated with Triad on (third party) compaction, and performed inspection activities.

Expenses relate to 7/3 site visit and electronic data transfer to SE via USPS (pre-construction videos too large to transfer efficiently electronically)

Employee	**HOURS**	**RATE**	**AMOUNT**
Smalley, Jeremy	21.50	$ 120.00	$ 2,580.00
Severn, Guy	1.50	$ 234.00	$ 351.00
Travers, Richard	47.00	$ 215.00	$ 10,105.00
Adamowicz, Elizabeth	4.50	$ 234.00	$ 1,053.00
Zhao, Yi	6.50	$ 215.00	$ 1,397.50
Yearley, Scott	9.00	$ 120.00	$ 1,080.00
Total Labor			**$ 16,566.50**

Vendor	**INVOICE #**	**AMOUNT**
Specialized Engineering	48264	$ 24,425.00
Rick Travers Mileage	110234	$ 29.90
Courier - Hamilton	513966-0328	$ 4.60
Total Expenses		**$ 24,459.50**

Administration	**BASE**	**RATE**	**AMOUNT**
Total Administration	$ 24,425.00	5%	**$ 1,221.25**

Task Order Budget	**$ 647,683.00**
Task Order Previously Billed	**$ 420,478.39**
Total Invoice	**$ 42,247.25**
Task Order Remaining	**$ 184,957.36**

SPECIALIZED ENGINEERING
Engineers • Geologists • Inspectors
Employee Owned, Client Driven
4845 International Blvd
Suite 104
Frederick, Maryland 21703

Invoice

DATE	INVOICE NO.
07/30/2020	48264

BILL TO
Luke Fischer Hatch 704 Quince Orchard Road Suite 310 Gaithersburg, MD 20878

TERMS	PROJECT	Client's Number
NET 30	**197873 - Route 9 Sewer Infrastructure**	**Route 9 Sewer Infrastructure**

DATE	QTY	DESCRIPTION	RATE	AMOUNT
		Management		
6/29/2020	4.00	Construction Manager	130.00	520.00
6/30/2020	4.00	Construction Manager	130.00	520.00
7/1/2020	4.00	Construction Manager	130.00	520.00
7/2/2020	4.00	Construction Manager	130.00	520.00
7/6/2020	4.00	Construction Manager	130.00	520.00
7/7/2020	4.00	Construction Manager	130.00	520.00
7/8/2020	4.00	Construction Manager	130.00	520.00
7/9/2020	4.00	Construction Manager	130.00	520.00
7/10/2020	4.00	Construction Manager	130.00	520.00
7/14/2020	4.00	Construction Manager	130.00	520.00
7/15/2020	4.00	Construction Manager	130.00	520.00
7/16/2020	4.00	Construction Manager	130.00	520.00
7/16/2020	1.00	PM - Site Visit	145.00	145.00
7/17/2020	1.00	PM - Site Visit	145.00	145.00
7/20/2020	4.00	Construction Manager	130.00	520.00
7/21/2020	4.00	Construction Manager	130.00	520.00
7/22/2020	4.00	Construction Manager	130.00	520.00
7/23/2020	4.00	Construction Manager	130.00	520.00
7/24/2020	4.00	Construction Manager	130.00	520.00
		Inspector I		
6/29/2020	8.00	Senior Inspector	115.00	920.00
6/30/2020	8.00	Senior Inspector	115.00	920.00
7/1/2020	8.00	Senior Inspector	115.00	920.00
7/2/2020	8.00	Senior Inspector	115.00	920.00
7/6/2020	8.00	Senior Inspector	115.00	920.00
7/7/2020	10.00	Senior Inspector	115.00	1,150.00
7/8/2020	8.00	Senior Inspector	115.00	920.00
7/9/2020	5.00	Senior Inspector	115.00	575.00
7/10/2020	4.00	Senior Inspector	115.00	460.00
7/13/2020	4.00	Senior Inspector	115.00	460.00

Project	197873	Route 9 Sewer Infrastructure	Invoice	48264
7/14/2020	4.00	Senior Inspector	115.00	460.00
7/15/2020	4.00	Senior Inspector	115.00	460.00
7/16/2020	6.00	Senior Inspector	115.00	690.00
7/17/2020	8.00	Senior Inspector	115.00	920.00
7/20/2020	8.00	Senior Inspector	115.00	920.00
7/21/2020	8.00	Senior Inspector	115.00	920.00
7/22/2020	8.00	Senior Inspector	115.00	920.00
7/23/2020	8.00	Senior Inspector	115.00	920.00
7/24/2020	8.00	Senior Inspector	115.00	920.00
		Total this Invoice	$24,425.00	
		Outstanding Invoices		
		Number Date		
		48109 6/30/2020	43,520.00	
		Total Due to Specialized Engineering	**$67,945.00**	

All Claims and discrepancies must be reported within 30 days of the date of the invoice

Total this Invoice **$24,425.00**

HATCH

704 Quince Orchard Road, Suite 310
Gaithersburg, MD 20878

P: 301-840-1030
F: 412-809-6611

August 11, 2020

Ms. Kristen M. Stolipher, Assistant Utility Manager
Charles Town Utility Board
661 South George Street, Suite 101
Charles Town, WV 25414

Re: Task Order #10 – Magnolia Springs Water and Sanitary Sewer Inspection
Engineering Services for Water/Wastewater Systems Upgrades Projects

Dear Kristen,

We are pleased to submit our proposal for Task Order #10 to perform inspection services of the Phase 1 water and sanitary sewer public system installation over a proposed 17-week schedule at Magnolia Springs subdivision. The proposed Kinsley Construction (MS) project schedule shows a 10/21/2020 to 2/17/2021 duration using multiple crews for the water and sanitary sewer system installation is attached for reference. As a basis for this proposal it is understood that house connection piping and observation beyond the water meter or sanitary sewer cleanout or testing of pipe backfill operations will not be considered part of the scope of work.

Scope of Services

Based our understanding of this project, Hatch will engage Specialized Engineering to provide technical personnel to perform field inspection services. Their construction inspection staff will provide periodic inspection services which are budgeted for 4 hours/day for the multi-crew installation of the proposed public water and sewer piping and structures up to the water meter crock and sanitary sewer cleanout, associated pipe bedding, connections, along with corresponding material verifications per the provided approved plans, submittals and applicable CTUB requirements, as well as provide observation and documentation of contractor performed pressure testing.

Additionally, Hatch will coordinate and review pump station submittals and O&M Manuals while Specialized Engineering will provide periodic inspection services as part of the 17-week schedule for the installation/construction of the proposed pump station. It is assumed that the pump station installation/ construction will occur as an overlapping task with the piping installation inspection services noted above.

Specialized Engineering's scope of services will be conducted under the direction of a WV Professional Engineer and their project manager coordinating field staff. When requested by CTUB, the Specialized Project Manager or Professional Engineer will attend project meetings.

Reports and test results will be posted on Specialized Engineering's web-based reporting system in a timely manner for access by any authorized member of the project team.

Schedule

The inspection services will be performed based on the Contractor's installation schedule (attached hereto as noted above). It is imperative that the Contractor coordinate their weekly progress and projections for the upcoming week each week with Hatch's and Specialized Engineering's Project Manager, so the required on-site representation does not delay the Contractor's progress or a minimum 4-hour charge for a 'cancel-on-arrival' visit is not charged at the responsibility of the Contractor.

It is noted that the KS schedule does not include a line item for the pump station and force main installation. We have assumed that the force main installation is considered part of the sanitary sewer

piping installation. Further, that the pump station will be constructed during the 17 weeks outlined for Phase 1 Water and Sewer Utilities.

Proposed Fee

The estimated fee for Task Order #10 as outlined above is $67,600 with the effort invoiced in accordance with the attached breakdown. This estimate is based on the approved plans dated 01/31/2020 and the contractor's project schedule. If this task order effort has reached approximately 80% (~$54,000), but the field duration is projected to exceed the planned completion date (2/17/2021), a new proposal will be submitted for the additional field/office effort.

Terms and Conditions

The Terms and Conditions shall be in accordance with the base contract entitled Agreement between Charles Town Utility Board and Engineer for Engineering Services for Water/Wastewater Systems Upgrades Projects, dated February 21, 2019.

Should you have any questions or require any additional information, please do not hesitate to contact me at 240.751.7002 or by email at richard.travers@hatch.com.

Very truly yours,



HATCH
Rick Travers, P.E.
Sr. Project Manager

TO#10 Fee Estimate Breakdown

TO#10 Accepted – DR Horton

Approved By: _____ Date: _____

Printed Name: _____ Title: _____

TO#10 Accepted – Charles Town Utility Board

Approved By: _____ Date: _____

Printed Name: _____ Title: _____

HATCH

Project Duration: 17 weeks
4 months

Project Staffing and Budget Estimate (2019 Standard Rates)

Date: 8/11/2020

Project: TO#10 Magnolia Springs Inspection, Phase 1 **Client:** Charles Town Utility Board

By: Travers

Task No.	Task	Principal**	Sr. Project/ Technical Manager	Project/ Technical Manager	Sr. Engineer	Engineer	Junior Engineer	Sr. Technician/ Designer	Professional Engineer (P.E.)**	Project Manager**	Construction Manager**	Senior Inspector**	Inspector**	Admin. Assistant**	Total Labor	Subs	Reimb. Allowance	Total Direct	Total
		$342.00	$260.00	$234.00	$182.00	$156.00	$118.00	$138.00	$175.00	$145.00	$130.00	$115.00	$100.00	$35.00					
1	Management Coordination & Monthly Invoicing		8												$2,080		$0	$0	$2,080
2	Pump Station Submittal Review				48										$8,736		$437	$437	$9,173
3	Field Inspections/Reporting, including Pump Station								17			340			$42,075		$2,104	$2,104	$44,179
4	Engineering Report Review									51					$7,395		$370	$370	$7,765
5	Report Processing													34	$1,190		$60	$60	$1,250
6															$0		$0	$0	$0
7															$0		$0	$0	$0
8															$0		$0	$0	$0
9															$0		$0	$0	$0
															$0		$0	$0	$0
	Contingency (10% Extra Hours)	0	1	0	5	0	0	0	2	5	0	34	0	3	$0		$0	$0	$0
	Project Management (0%, 2.5%, 0%)	0	6	0	0	--	--	--	0	11	--	--	--	--	$3,155		$0	$0	$3,155
	Total Hours	0	15	0	53	0	0	0	19	67	0	374	0	37	565				
	Total Cost	$0	$3,640	$0	$8,736	$0	$0	$0	$2,975	$8,990	$0	$39,100	$0	$1,190	$64,631	$0	$2,970	$2,970	$67,601

** Specialized Engineering staff

SAY $67,600

1. Fee Inclusion Summary *(Related to Scope of Services)* :
   - Inspector Labor
   - Project Management Coordination
   - Project Engineering Report Reviews
   - Administrative/Clerical Charges

   Notification at 80% $54,080
2. Fee Exclusion Summary *(Related to Scope of Services)* :
   - All overtime beyond 40-hour weeks plus evenings, weekends, and holidays
   - Attendance at pre-construction meetings and meetings related to deficient work
   - Pre-Construction, Shop/Plant testing and inspections
   - Cancel-on-Arrival Visits; Construction Management services; Inspections related to house connections; Observation or testing of backfill operations; Full-time inspection
   - Additional or re-tests as directed by members of the design team (owner, owner's representative, developer, architect, engineer, and/or contractor, or related to deficient work).
3. Field personnel rates are invoiced with a four (4) hour minimum on site charge per base contract agreement.
4. Work hours that are beyond 40-hours weekly, evening/night shift and holiday work will be charged at 1.5 times the standard rate per the base contract agreement.

CHARLES TOWN UTILITY BOARD
661 S. George Street, Ste 101
Charles Town, WV 25414

DATE: August 13, 2020
TO: Utility Board Members
FROM: Jane Arnett, Utility Manager
REFERENCE: Information for the August 19, 2020 Utility Board meeting

==========

WATER

A new employee began on July 27, 2020 as an OIT at the Water Treatment Plant.
The Water Treatment Plant will be utilizing Taylor's for sludge hauling over the next several months before evaluating a new truck. The 1994 sludge truck will be used as a backup only.

SEWER

- The Route 9 Infrastructure Project is approximately 70% complete. Pipeline work is 99% complete, but for the tie ins at the Northport and War Admiral pump stations. Substantial completion is now scheduled for November 11, 2020.
- Smoke testing completed with report from Hydrostructures received. Efforts to date approximately 40% complete. See attached progress report.
- Bypass manholes are in place at Briar Run North with project completion next week. Briar Run South bypass pumping installation will be next.
- Rehabilitation of one MBR (one of three) is ongoing with membranes. Plant has been seeded. Membranes installation has been delayed until September 2020, due to back ordered pipe and fittings.

ACCOUNTING

Bids to be received August 7, 2020. Selection process ongoing to begin audit mid-October upon completion of Compilation by J.C. Kunkle.

As part of the rate equalization efforts, the 2020A Bond is in place. Debt service cost reductions are now known. City Council approved conversion of debt service reserve funds to a Surety on August 3, 2020. Reserve funds now available are $244,255.99 (Water) and $448,942.24 (Sewer). The Resolutions adopted by the Mayor and City Council require that these Reserve funds be expended within one year (see sample Resolution attached).
Also, as part of rate equalization, the following numbers must be determined:

1. Impact of Covid-19. With the re-establishment of disconnections for non-payment, the pro-forma Cash Flow Analysis can begin. The FY20 consumption detail will be provided to John Kunkle this month.
2. Rate coverage required for the Renewal and Replacement project, the Modified Flowing Springs project and the Ranson project are pending. The application of CIFs will be a part of the analysis.
3. Pro-forma debt service coverage and cash flow analysis can then be presented.

Note: Rate equalization efforts to date include reducing the minimum charge gallons from 2,500 to 2,000 for a rate reduction and reducing the minimum gallons to flat rate customers.

Fixed Asset software implementation and the new Work Order system are being delayed in Texas.

COLLECTIONS STATUS

On July 23, 2020 a total of 1,391 "Ten Day" notices were mailed. Beginning with balances greater than $200.00, on August 5, 2020 a total of 399 "24 Hour" disconnect notices were delivered by phone at $25.00. On August 6, 2020 a total of 71 "24 Hour" disconnect notices at $200.00 were delivered.

August 11, 2020 disconnects began with 71. At August 13, 2020, 21 are still disconnected owing over $200.00.
The number of contracts has increased significantly as follows:
April 2020 – 1
May 2020 – 0
June 2020 – 7
July 2020 – 12
August 2020 – 43
Historically, there have been an average of 3 per month.

INFORMATION

Formal requests for water and sewer service received from:
Magnolia Springs Alternate Mainline Sewage Collection System Agreement filed with the West Virginia Public Service Commission (WV PSC Case No. 19-1027-S-PC).
Fairfax Crossing – Sewer (459 EDUs), Jefferson Heights South (Tate Manor) – Water and Sewer (80 EDUs), Jefferson Heights North – Water and Sewer (131 EDUs) May 22, 2020.
Sewer – Piedmont Letter dated November 19, 2019 and Shenandoah Junction Public Sewer dated December 11, 2019.
Water and Sewer – Tate Manor Alternate Mainline Extension Agreement is before the Board.

TRACKING

July 2020 Bill Count = 6,279. Average daily gallons (gpd) of water treated at the WTP = 1.75. Average gpd wastewater treated = 1.11 mgd.
June 2020 Bill Count = 6,292. Average daily gallons (gpd) of water treated at the WTP = 1.75. Average gpd wastewater treated = 1.32 mgd.
May 2020 Bill Count = 6,268. Average daily gallons (gpd) of water treated at the WTP = 1.64. Average gpd wastewater treated = 1.15 mgd.

CIF Collections – See attached report.

Hydrants – Ranson = 38 Charles Town = 137 County = 19 Private = 193 Race Track = 19

Meters – Testing Requirements: 6" & 4" Every Year, 3" Every 3 Years, 2", 1 ½" & 1" Every 5 Years, 5/8" Every 10 Years. Total Meters 6,488 @ 8/3/2020:

	6"	4"	3"	2"	1 ½"	1"	5/8"
Meters to Test	1	9	2	30	27	58	4,190
Meters Tested	2	1	3	34	11	10	2,110

For August 19, 2020

UTILITY MANAGER REPORT SUPPLEMENT ON CRITICAL PATH PROJECTS

THE FOLLOWING PROJECT EFFORTS ARE ANTICIPATED FOR FURTHER DOCUMENTATION OF THE HOURS DEFINED IN THE AGREEMENT

1. WV PSC REPORTS
   This will primarily be a review of the FY20 year-end Trial Balance and the PSC reports. Provide assistance where needed with the data sources for technical pages within the reports.

2. CAPITAL PROJECT REVIEW
   Review the Renewal and Replacement project, the Modified Flowing Springs project and the Ranson project for completeness. The engineer's estimated project costs for these three projects will become integral to the Rate Equalization effort. Finalize the Route 9 Sewer Project and related financial and litigation matters.

3. RATE EQUALIZATION
   As previously presented, the process includes the following:

   As part of the rate equalization efforts, the 2020A Bond is in place. debt service cost reductions are now known. City Council approved conversion of debt service reserve funds to a Surety on August 3, 2020. Reserve funds now available are $244,255.09 (Water) and $448,942.24 (Sewer). The Resolutions adopted by the Mayor and City Council require that these Reserve funds be expended within one year (see sample Resolution attached). This will require application of these funds to engineering and the Tuscawilla membrane. The Board will also be presented with an option in Water to spend down those funds within the one year.
   Also, as part of rate equalization, the following numbers must be determined:
   1. Impact of Covid-19. With the re-establishment of disconnections for non-payment, the pro-forma Cash Flow Analysis can begin. The FY20 consumption detail will be provided to John Kunkle by the end of August.
   2. Rate coverage required for the Renewal and Replacement project, the Modified Flowing Springs project and the Ranson project are pending. The application of CIFs will be a part of the analysis.
   3. Pro-forma debt service coverage and cash flow analysis can then be prepared by John Kunkle and presented.

   To achieve the objective of presenting a first review of options towards equalization, the oversight and review of documents would include:
   a. Tie the FY20 WV PSC reports to the preliminary Compilation numbers.
   b. Review the produced consumption reports, evaluate impacts of minimum billings and develop tier alternatives.

c. Review the prepared pro-forma debt service coverage and cash flow analysis for options. Determine whether the previously presented option of equalizing Charles Town and Ranson could be presented in Tariff format and when. In the alternate, evaluate whether this should be completed in a combined Tariff with change options to the former JCPSD rate and debt service coverage for the projects listed above.
d. Review for accuracy the presentations to forward to the Board and City Council. The goal of this effort would be to present options to the Board in October and City Council in November 2020.

4. WV NPDES PERMIT RENEWAL
   This on-line renewal package must be submitted by December 31, 2020. Effort here will include checking the entire application and data entry.

5. ADDITIONAL EFFORTS INCLUDE
   - Continue to check eDMR submittals monthly, including the Nutrient Report due September 2020.
   - Support preparation of FY21 Budget revisions based on Rate Equalization actions taken.

CTUB Smoke Testing Inspection Summary Report							Updated 7/30/2020
Smoke Testing Area	**Total**	**MH's w/ smoke coming from pick holes**	**MH's w/ Significant Issues**	**Total Inspected**	**Total Completed**	**Percent Inspected**	**Percent Completed**
Total							
Manholes	383	262	121	94	44	78%	36%
Cleanouts	200	n/a	n/a	91	71	46%	36%
Locust Hills							
Manholes	152	133	19	19	3	100%	16%
Cleanouts	62	n/a	n/a	62	46	100%	74%
Tuscawilla							
Manholes	110	57	53	52	28	98%	53%
Cleanouts	10	n/a	n/a	10	4	100%	40%
Orchard Hills							
Manholes	20	2	18	18	10	100%	56%
Cleanouts	20	n/a	n/a	16	11	80%	55%
SW Ranson							
Manholes	70	49	21	4	3	19%	14%
Cleanouts	47	n/a	n/a	11	6	23%	13%
PS 4-4							
Manholes	31	23	8	0	0	0%	0%
Cleanouts	61	n/a	n/a	0	0	0%	0%

City of Charles Town
Combined Waterworks and Sewerage System Revenue Bonds, Series 1988 B-1
(West Virginia Water Development Authority)

SECOND SUPPLEMENTAL RESOLUTION

SECOND SUPPLEMENTAL RESOLUTION AUTHORIZING AND APPROVING THE AMENDMENT AND MODIFICATION OF THE BOND ORDINANCE OF THE CITY OF CHARLES TOWN WHICH AUTHORIZED AND DIRECTED THE ISSUANCE OF THE CITY OF CHARLES TOWN COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 1988 B-1 (WEST VIRGINIA WATER DEVELOPMENT AUTHORITY) TO PERMIT THE FUNDING OF THE SERIES 1988 B-1 BONDS RESERVE ACCOUNT THROUGH A MUNICIPAL BOND DEBT SERVICE RESERVE INSURANCE POLICY OR OTHER CREDIT FACILITY; PROVIDING FOR THE WITHDRAWAL OF MONIES CURRENTLY DEPOSITED IN THE SERIES 1988 B-1 BONDS RESERVE ACCOUNT UPON THE SATISIFACTION OF SUCH RESERVE ACCOUNT THROUGH A MUNICIPAL BOND DEBT SERVICE RESERVE INSURANCE POLICY AND THE USE OF SUCH MONIES FOR CAPITAL IMPROVEMENTS FOR THE SYSTEM; APPROVING THE MUNICIPAL BOND DEBT SERVICE RESERVE INSURANCE COMMITMENT AND DEBT SERVICE RESERVE AGREEMENT FROM BUILD AMERICA MUTUAL ASSURANCE COMPANY FOR THE SERIES 1988 B-1 BONDS RESERVE ACCOUNT; AND PROVIDING FOR THE TAKING OF ALL ACTIONS RELATED THERETO.

WHEREAS, the Council (the "Governing Body") of the City of Charles Town (the "Issuer") has duly and officially enacted a Bond Ordinance on April 18, 1988, as amended and modified by a Supplemental Resolution, duly and officially adopted on May 2, 1988 (collectively, the "Bond Ordinance"), which provided for the issuance of City of Charles Town Combined Waterworks and Sewerage System Revenue Bonds, Series 1988 B-1 (West Virginia Water Development Authority) (the "Series 1988 B-1 Bonds");

WHEREAS, the Bond Ordinance provides for a reserve account (the "Series 1988 B-1 Bonds Reserve Account") held by the West Virginia Municipal Bond Commission (the "Bond Commission") to secure the payment of the principal of, and interest on, the Series 1988 B-1 Bonds. The Bond Ordinance provided that the Series 1988 B-1 Bonds Reserve Account was funded at closing in the amount of $7,588 (the "Series 1988 B-1 Bonds Reserve Requirement"). The Series 1988 B-1 Bonds Reserve Account is funded in the amount of $7,739.28 as of June 30, 2020.

WHEREAS, the Bond Ordinance is silent as to the authority of the Issuer to subsequently pledge to the Series 1988 B-1 Bonds Reserve Account a municipal bond debt service reserve insurance policy (a "Debt Service Reserve Insurance Policy"), or surety bond, letter of credit or similar financial instrument (each known as a "Reserve Account Credit Facility"), in an amount either equal to, or lesser than, the Series 1988 B-1 Bonds Reserve Requirement;

WHEREAS, the Issuer has been advised, and does hereby determine, that pledging a Debt Service Reserve Insurance Policy to the Series 1988 B-1 Bonds Reserve Account (i) is a more financially advantageous method to satisfy the Series 1988 B-1 Bonds Reserve Requirement; and (ii) will allow the monies currently on deposit in the Series 1988 B-1 Bonds Reserve Account which remain after the payment of the cost of purchasing such Debt Service Reserve Insurance Policy and paying any expenses related thereto, to be used for the design, acquisition, construction and equipping of capital additions, betterments and improvements for the System;

WHEREAS, Build America Mutual Assurance Company ("BAM") has agreed to provide to the Issuer a Municipal Bond Debt Service Reserve Insurance Commitment for the Series 1988 B-1 Bonds, substantially in the form attached hereto as "Exhibit A" and incorporated herein by reference (the "Series 1988 B-1 Bonds Debt Service Reserve Insurance Commitment"), whereby BAM agrees, subject to certain conditions, to provide a Municipal Bond Debt Service Reserve Insurance Policy to fund the Series 1988 B-1 Bonds Debt Service Reserve Account in an amount equal to the Series 1988 B-1 Bonds Reserve Requirement (the "Series 1988 B-1 Bonds Debt Service Reserve Insurance Policy");

WHEREAS, the Series 1988 B-1 Bonds Debt Service Reserve Insurance Commitment includes a form of "Debt Service Reserve Agreement" by and between the Issuer and BAM (the "Series 1988 B-1 Bonds Debt Service Reserve Agreement") which provides, in part, that any payments made, or Policy Costs incurred, by BAM pursuant to the Series 1988 B-1 Bonds Debt Service Reserve Insurance Policy shall be repaid to BAM by the Issuer pursuant to the terms of the Series 1988 B-1 Bonds Debt Service Reserve Agreement;

WHEREAS, the West Virginia Water Development Authority (the "WDA") initially purchased, and remains the sole Registered Owner of, the Series 1988 B-1 Bonds;

WHEREAS, Section 11.01 of the Bond Ordinance provides that written consent of the Registered Owners of the Series 1988 B-1 Bonds to amendment or modification of the Bond Ordinance is required prior to any such amendment or modification;

WHEREAS, the WDA, as sole Registered Owner of the Series 1988 B-1 Bonds, has agreed to the amendment and modification of the Bond Ordinance to authorize any Debt Service Reserve Insurance Policy as provided in this Second Supplemental Resolution;

WHEREAS, the Issuer desires to purchase, and pledge to the Series 1988 B-1 Bonds Reserve Account, the Series 1988 B-1 Bonds Debt Service Reserve Insurance Policy in the amount of the Series 1988 B-1 Bonds Reserve Requirement, and for the monies on deposit in the Series 1988 B-1 Bonds Reserve Account to be released to the Issuer and used as provided herein; and

WHEREAS, the Governing Body deems it essential and desirable that this Second Supplemental Resolution be adopted, and that the Bond Ordinance be amended and modified as set forth below.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CHARLES TOWN:

Section 1. The Bond Ordinance is hereby amended and modified by adding a new Section 5.04 in the Bond Ordinance as set forth below:

> Section 5.04. Reserve Account Credit Facility. In lieu of or in addition to cash or investments, at any time the Issuer may, with the prior written consent of the Registered Owners of the Series 1988 B-1 Bonds, cause to be deposited with the Commission and pledged to the Series 1988 B-1 Bonds Reserve Account any form of Reserve Account Credit Facility, in the amount of the Series 1988 B-1 Bonds Reserve Requirement, or as such lesser amount, irrevocably payable to the Commission as beneficiary for the Registered Owners of the Series 1988 B-1 Bonds. In the event the Series 1988 B-1 Bonds Reserve Account is initially funded, in whole or in part, with proceeds of the Series 1988 B-1 Bonds, or from monthly payments from Net Revenues of the System by the Issuer, the Issuer may deposit a Reserve Account Credit Facility to replace all or any portion of the monies on deposit in the Series 1988 B-1 Bonds Reserve Account and any monies then on deposit in the Series 1988 B-1 Bonds Reserve Account, and required to be on deposit therein, shall be returned to the Issuer and used to pay the costs of delivering such Reserve Account Credit Facility and/or to pay the costs of design, acquisition, construction and equipping of capital additions, betterments and improvements for the System. The term "Reserve Account Credit Facility" shall mean any municipal bond debt service reserve insurance policy, surety bond, letter of credit or similar financial instrument that the Issuer deposits with the Commission and pledges to the Series 1988 B-1 Bonds Reserve Account.
>
> (1) Any such Reserve Account Credit Facility shall be payable to the Commission as beneficiary for the Registered Owners of the Series 1988 B-1 Bonds, shall have a term of no less than one (1) year and shall be payable (upon the giving of such notice as may be required thereunder) (i) on any date on which moneys are required to be withdrawn from the Series 1988 B-1 Bonds Reserve Account due to insufficient amounts in the applicable funds and accounts held by the Commission with respect to the Series 1988 B-1 Bonds when needed to pay debt service on such Bonds or (ii) on a date not more than ten (10) days prior to the expiration date of the Reserve Account Credit Facility in the event the Issuer has not satisfied any of the requirements for a Reserve Account Credit Facility for which the expiration date is not coterminous with the Series

1988 B-1 Bonds set forth in (i), (ii) or (iii) below. Not less than three (3) months prior to any stated expiration date of such Reserve Account Credit Facility for any Reserve Account Credit Facility that is not conterminous with the final maturity date of the Series 1988 B-1 Bonds, the Issuer shall either (i) provide for delivery of a replacement Reserve Account Credit Facility which satisfies the requirements of this Section 5.04, (ii) deliver an extension of the Reserve Account Credit Facility for a term of not less than one (1) year, or (iii) deposit cash in the Series 1988 B-1 Bonds Reserve Account in an amount which satisfied the requirements of this Section 5.04. Upon delivery of a replacement Reserve Account Credit Facility, the Commission shall deliver the then-effective Reserve Account Credit Facility to, or at the direction of, the Issuer.

(2) In the event the Commission draws upon a Reserve Account Credit Facility, the Issuer shall pay to the provider thereof, from the Revenue Fund in accordance with the priority for funding of all reserve accounts from Net Revenue set forth in Section 5.03 hereof, all principal and interest and expenses payable thereto under the terms of the applicable Reserve Account Credit Facility. This Bond Ordinance shall not be terminated until all such amounts are paid in full.

(3) The Commission shall maintain adequate records of (i) the amount available to be drawn at any time under any Reserve Account Credit Facility; and (ii) the amounts paid and payable by the Issuer to the provider thereof.

(4) In the event the Series 1988 B-1 Bonds Reserve Account is, at any time, only partially funded by a Reserve Account Credit Facility and the Commission is required to withdraw any monies from the Series 1988 B-1 Bonds Reserve Account, the Commission shall (i) first disburse any cash or investments in the Series 1988 B-1 Bonds Reserve Account until such cash or investments are exhausted and, thereafter, draw on said Reserve Account Credit Facility, and (ii) reimburse the provider of said Reserve Account Credit Facility an amount equal to the aggregate amount drawn on such Reserve Account Credit Facility (including any interest accrued on any amount drawn under said Reserve Account Credit Facility) before replenishing the cash or investments in order to restore said Series 1988 B-1 Bonds Reserve Account to the Series 1988 B-1 Bonds Reserve Requirement.

Section 2. The Bond Ordinance is hereby amended and modified by adding a new Section 5.05 in the Bond Ordinance as set forth below:

Section 5.05. Provisions related to Build America Mutual Assurance Company Municipal Bond Debt Service Reserve

Insurance Policy.

With respect to the Municipal Bond Debt Service Reserve Insurance Policy, notwithstanding anything to the contrary set forth in this Bond Ordinance the Issuer agrees to comply, and hereby authorizes and instructs the Commission, as Paying Agent, to comply with the following provisions:

(a) The Issuer shall repay any draws under the Municipal Bond Debt Service Reserve Insurance Policy (the "Reserve Policy") and pay all related reasonable expenses incurred by BAM (the "Reserve Insurer"). Interest shall accrue and be payable on such draws and expenses from the date of payment by the Reserve Insurer at the Late Payment Rate. "Late Payment Rate" means the lesser of (A) the greater of (i) the per annum rate of interest, publicly announced from time to time by JPMorgan Chase Bank at its principal office in the City of New York, as its prime or base lending rate ("Prime Rate") (any change in such Prime Rate to be effective on the date such changes are announced by JPMorgan Chase Bank) plus 5%, and (ii) the then applicable highest rate of interest on the Series 1988 B-1 Bonds, and (B) the maximum rate permissible under applicable usury or similar laws limiting interest rates. The Late Payment Rate shall be computed on the basis of the actual number of days elapsed over a year of 360 days. In the event JPMorgan Chase Bank ceases to announce its Prime Rate publicly, Prime Rate shall be the publicly announced prime or base lending rate of such bank, banking association or trust company bank as the Reserve Insurer in its sole and absolute discretion shall specify.

Repayment of draws and payment of expenses and accrued interest thereon at the Late Payment Rate (collectively, the "Policy Costs") shall commence in the first month following each draw, and each such monthly payment shall be in an amount at least equal to 1/12 of the aggregate of Policy Costs related to such draw.

Amounts in respect of Policy Costs paid to the Reserve Insurer shall be credited first to interest due, then to the expenses due and then to principal due. As and to the extent that payments are made to the Reserve Insurer on account of principal due, the coverage under the Reserve Policy will be increased by a like amount, subject to the terms of the Reserve Policy.

All cash and investments in the Series 1988 B-1 Bonds Reserve Account and all other available amounts in any funds available to pay debt service on the Bonds shall be transferred to the Series 1988 B-1 Bonds Sinking Fund for payment of the debt service on the Series 1988 B-1 Bonds

before any drawing may be made on the Reserve Policy or any Reserve Account Credit Facility.

Payment of any Policy Cost shall be made prior to replenishment of any cash amounts. Draws on all Reserve Account Credit Facility (including the Reserve Policy) on which there is available coverage shall be made on a pro-rata basis (calculated by reference to the coverage then available thereunder) after applying all available cash and investments in the Series 1988 B-1 Bonds Reserve Account. Payment of Policy Costs and reimbursement of amounts with respect to other Reserve Account Credit Facility shall be made on a pro-rata basis prior to replenishment of any cash drawn from the Series 1988 B-1 Bonds Reserve Account Reserve Fund. For the avoidance of doubt, "available coverage" means the coverage then available for disbursement pursuant to the terms of the applicable Reserve Account Credit Facility without regard to the legal or financial ability or willingness of the provider of such instrument to honor a claim or draw thereon or the failure of such provider to honor any such claim or draw.

The Policy Limit shall automatically and irrevocably be reduced from time to time by the amount of each reduction in the reserve requirement of the Series 1988 B-1 Bonds, if any.

(b) Draws under the Reserve Policy may only be used to make payments on Series 1988 B-1 Bonds covered under the Reserve Policy.

(c) If the Issuer shall fail to pay any Policy Costs in accordance with the requirements of paragraph (a) above, the Reserve Insurer shall be entitled to exercise any and all legal and equitable remedies available to it, including those provided under this Bond Ordinance or any other document executed in connection with the Series 1988 B-1 Bonds (collectively, the "Security Documents").

(d) The Security Documents shall not be discharged until all Policy Costs owing to the Reserve Insurer shall have been paid in full. The Issuer's obligation to pay such amount shall expressly survive payment in full of the Series 1988 B-1 Bonds.

(e) The Reserve Policy shall expire and terminate in accordance with the terms and provisions of the Reserve Policy and Debt Service Reserve Agreement.

(f) Any amendment, supplement, modification to, or waiver of any of the Security Documents that requires the consent of the Registered Owners of the Bonds or adversely affects the rights or interest of the

Reserve Insurer shall be subject to the prior written consent of the Reserve Insurer.

(g) The Reserve Insurer is recognized as and shall be deemed to be a third party beneficiary of the Security Documents and may enforce the provisions of the Security Documents as if it were a party thereto.

(h) Policy Costs due and owing shall be included in debt service requirements for purposes of calculation of the additional bonds test and the rate covenant in the Security Documents.

(i) The Commission shall ascertain the necessity for a claim upon the Reserve Policy in accordance with the provisions of paragraph (a) hereof and shall provide notice to the Reserve Insurer in accordance with the terms of the Reserve Policy at least five business days prior to each date upon which interest or principal is due on the Series 1988 B-1 Bonds and a draw on the Reserve Policy is anticipated to make such payment. Where deposits are required to be made by the Issuer with the Commission to the debt service fund for the Series 1988 B-1 Bonds more often than semi-annually, the Commission shall give notice to the Reserve Insurer of any failure of the Issuer to make timely payment in full of such deposits within two business days of the date due.

(j) The Issuer agrees unconditionally that it will pay or reimburse the Reserve Insurer on demand any and all reasonable charges, fees, costs, losses, liabilities and expenses that the Reserve Insurer may pay or incur, including, but not limited to, fees and expenses of the Reserve Insurer's agents, attorneys, accountants, consultants, appraisers and auditors and reasonable costs of investigations, in connection with the administration (including waivers and consents, if any), enforcement, defense, exercise or preservation of any rights and remedies in respect of this Bond Ordinance or any other Security Document ("Administrative Expenses"). For purposes of the foregoing, costs and expenses shall include a reasonable allocation of compensation and overhead attributable to the time of employees of the Reserve Insurer spent in connection with the actions described in the preceding sentence. The Issuer agrees that failure to pay any Administrative Expenses on a timely basis will result in the accrual of interest on the unpaid amount at the Late Payment Rate, compounded semi-annually, from the date that payment is first due to the Reserve Insurer until the date the Reserve Insurer is paid in full.

(k) Payments made by the Reserve Insurer under the Reserve Policy with respect to claims for interest on or principal of the Series 1988 B-1 Bonds shall not discharge the obligation of the Issuer with respect to

such Series 1988 B-1 Bonds, and BAM shall become the owner of such unpaid Series 1988 B-1 Bonds and claims for the interest thereon. The Issuer and the Commission recognize and agree that to the extent the Reserve Insurer makes payments directly or indirectly (e.g., by paying through the Paying Agent), on account of principal of or interest on the Series 1988 B-1 Bonds, the Reserve Insurer will be subrogated to the rights of such holders to receive the amount of such principal and interest from the Issuer, with interest thereon.

(l) In order to secure the Issuer's payment obligations with respect to Policy Cost, there is hereby granted and perfected in favor of the Reserve Insurer a security interest (subordinate only to that of the owners of the Series 1988 B-1 Bonds and all bonds issued on a parity therewith, including the Prior Bonds and all subsequently issued additional parity bonds) in all revenues and collateral pledged as security for the Series 1988 B-1 Bonds. Policy Costs shall be paid to the Reserve Insurer immediately following the payment of principal of and interest on the Series 1988 B-1 Bonds and all Parity Bonds, including following the occurrence of a default or event of default.

(m) Notice and Other Information to be given to the Reserve Insurer.

(1) The Issuer will provide the Reserve Insurer with all notices and other information it is obligated to provide (i) under its Continuing Disclosure Agreement and (ii) to the Registered Owners of the Series 1988 B-1 Bonds under the Security Documents.

(2) In addition, the Issuer shall provide the Reserve Insurer with the following notices and other information: (i) notice of any draw upon the Series 1988 B-1 Bond Reserve Account within two (2) business days after knowledge thereof, other than in connection with withdrawals of amounts in excess of the Series 1988 B-1 Bonds Reserve Requirement; and (ii) prior written notice of the advance refunding or redemption of any of the Series 1988 B-1 Bonds, including the principal amount, maturities and CUSIP numbers thereof, if any.

(3) The Reserve Insurer shall be entitled to receive such additional information as it may reasonably request.

(4) The notice address of Reserve Insurer is:

Build America Mutual Assurance Company 200
Liberty Street, 27th Floor
New York, NY 10281

Attention: Surveillance, Re: Policy No. 2018N0015
Telephone: (212) 235-2500
Telecopier: (212) 235-1542 Email:
notices@buildamerica.com

In each case in which notice or other communication refers to an event of default or a claim on the Reserve Policy, then a copy of such notice or other communication shall also be sent to the attention of the General Counsel at the same address and at claims@buildamerica.com or at Telecopier: (212) 235-5214 and shall be marked to indicate "URGENT MATERIAL ENCLOSED."

Section 3. The Issuer hereby accepts, approves and ratifies the Series 1988 B-1 Bonds Debt Service Reserve Insurance Commitment and the form of the Series 1988 B-1 Bonds Debt Service Reserve Agreement, with such changes as shall be approved by the Mayor in his discretion, and does hereby authorize the Mayor, City Clerk and City Manager to execute such documents and to take any and all actions required to consummate the transactions contemplated therein, specifically including, but not limited to, (i) the purchase, and pledge to the Series 1988 B-1 Bonds Reserve Account, of the Series 1988 B-1 Bonds Debt Service Reserve Insurance Policy; (ii) the release to the Issuer of the monies currently on deposit in the Series 1988 B-1 Bonds Reserve Account; and (iii) the payment of the costs associated with actions authorized in this Supplemental Resolution, specifically including, but not limited to, the premium for the Series 1988 B-1 Bonds Debt Service Reserve Insurance Policy.

Section 4. The Issuer shall use any funds released from the Series 1988 B-1 Bonds Reserve Account as a result of pledging the Series 1988 B-1 Bonds Debt Reserve Insurance Policy thereto for (i) paying costs associated with obtaining the Series 1988 B-1 Bonds Debt Service Reserve Insurance Policy, specifically including, but not limited to, the premium paid to BAM for the Series 1988 B-1 Bonds Debt Service Reserve Insurance Policy; and (ii) paying costs of design, acquisition, construction and equipping of additions, betterments, and/or improvements to the System. All funds released from the Series 1988 B-1 Bonds Reserve Account shall be expended within one (1) year of such funds being received by the Issuer.

Section 5. The Mayor, City Clerk and City Manager, and all other appropriate officers, employees and agents of the Issuer, are hereby authorized, empowered and directed to do any and all things proper and necessary to cause to occur the actions provided for in this Supplemental Resolution, and no further authority shall be necessary to authorize any such officers, employees and agents of the Issuer to give such further assurance and do such further acts as may be legally required.

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Section 6. This Supplemental Resolution shall be effective immediately following adoption hereof.

Adopted this 3rd day of August, 2020.

CITY OF CHARLES TOWN

By: _____
Its: Mayor

CERTIFICATION

Certified a true, correct and complete copy of a Second Supplemental Resolution duly adopted by the Council of the City of Charles Town on the 3rd day of August, 2020.

Dated: August 26, 2020.

[SEAL]

_____

City Clerk

EXHIBIT A

Form of

BAM Municipal Bond Debt Service Reserve Insurance Commitment for Series 1988 B-1 Bonds

(see attached)

Customer Name	Location	Lot Number	CIF Date Paid	Number of Sewer EDUs	Sewer CIF Amount Paid	Number of Water EDU's	Water CIF Amount Paid
K. Hovnanian	Shenandoah Springs	3M	1/9/2020	1	$ 2,752.00		
K. Hovnanian	Shenandoah Springs	7M	1/9/2020	1	$ 2,752.00		
Dan Ryan Builders	Aspen Greens	29	1/17/2020	1	$ 3,207.00		
Dan Ryan Builders	Aspen Greens	30	1/17/2020	1	$ 3,207.00		
Dan Ryan Builders	Aspen Greens	31	1/17/2020	1	$ 3,207.00		
Dan Ryan Builders	Aspen Greens	40	1/17/2020	1	$ 3,207.00		
K. Hovnanian	Shenandoah Springs	11M	1/30/2020	1	$ 2,752.00		
Dan Ryan Builders	Aspen Greens	35	2/5/2020	1	$ 3,207.00		
Dan Ryan Builders	Briar Run	313-316	2/19/2020	4	$ 12,828.00		
K. Hovnanian	Shenandoah Springs	12M	2/27/2020	1	$ 2,752.00		
K. Hovnanian	Shenandoah Springs	14M	2/27/2020	1	$ 2,752.00		
Hayslette	Jefferson Ave	3A	2/28/2020	1	$ 3,207.00	1	$ 2,576.00
Dan Ryan Builders	Briar Run	333-336	3/18/2020	4	$ 12,828.00		
Dan Ryan Builders	Aspen Greens	5	3/18/2020	1	$ 3,207.00		
Dan Ryan Builders	Aspen Greens	24	3/18/2020	1	$ 3,207.00		
Dan Ryan Builders	Aspen Greens	26	3/18/2020	1	$ 3,207.00		
Dan Ryan Builders	Aspen Greens	28	3/18/2020	1	$ 3,207.00		
Dan Ryan Builders	Aspen Greens	33	3/18/2020	1	$ 3,207.00		
Dan Ryan Builders	Aspen Greens	34	3/18/2020	1	$ 3,207.00		
Dan Ryan Builders	Aspen Greens	38	3/18/2020	1	$ 3,207.00		
Dan Ryan Builders	Aspen Greens	39	3/18/2020	1	$ 3,207.00		
Dan Ryan Builders	Aspen Greens	43	3/18/2020	1	$ 3,207.00		
Dan Ryan Builders	Aspen Greens	45	3/18/2020	1	$ 3,207.00		
Dan Ryan Builders	Aspen Greens	46	3/18/2020	1	$ 3,207.00		
F & A Builders	E. Liberty Street	32	3/25/2020	1	$ 1,127.00	1	$ 2,576.00
Dan Ryan Builders	Aspen Greens	32	4/2/2020	1	$ 3,207.00		
Blackford	8879 Charles Town Road		4/28/2020	1	$ 3,207.00		
Stanley Martin	Presidents Pointe	1-7	4/28/2020	7	$ 19,264.00		
Stanley Martin	Presidents Pointe	10-15	4/28/2020	6	$ 16,512.00		
Stanley Martin	Presidents Pointe	16-21	4/28/2020	6	$ 16,512.00		
Stanley Martin	Presidents Pointe	22-28	5/8/2020	7	$ 19,264.00		
Stanley Martin	Presidents Pointe	29-36	5/29/2020	8	$ 22,016.00		
Wormald	Beallair	106	5/29/2020	1	$ 3,207.00		
Lutman	Maple Avenue	4-8	6/16/2020	1	$ 1,127.00	1	$ 2,576.00
Devil's Due Distillery	Burr West	32	6/22/2020	1	$ 641.40		
Dan Ryan Builders	Briar Run	382-386	6/25/2020	5	$ 16,035.00		
Stanley Martin	Presidents Pointe	71-76	7/2/2020	6	$ 16,512.00		
	Jefferson Terrace	16/17	7/21/2020			1	$ 2,576.00
	Beallair	121	7/22/2020	1	$ 3,207.00		
			Totals =	**82**	**$ 235,773.40**	**4**	**$ 10,304.00**

Charles Town Utility Board
2020 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-20		7	7	$ 21,084.00	$ 4,875.00	$ 16,209.00
Feb-20		8	8	$ 24,746.00	$ 3,250.00	$ 21,496.00
Mar-20		16	16	$ 49,232.00		$ 49,232.00
Apr-20		21	21	$ 58,702.00	$ 42,250.00	$ 16,452.00
May-20		16	16	$ 44,487.00	$ 13,000.00	$ 31,487.00
Jun-20	1	6	7	$ 17,803.40		$ 17,803.40
Jul-20		7	7	$ 19,719.00	$ 9,750.00	$ 9,969.00
Aug-20						
Sep-20						
Oct-20						
Nov-20						
Dec-20						
Total 2020	**1**	**81**	**82**	**$ 235,773.40**	**$ 73,125.00**	**$ 162,648.40**

Charles Town Utility Board
2020 Capacity Improvement Fee Collections/EDU for Water

Month	Commercial	Residential	Total Number of EDU's	Total Water CIF
Jan-20				
Feb-20		1	1	$ 2,576.00
Mar-20		1	1	$ 2,576.00
Apr-20				
May-20				
Jun-20		1	1	$ 2,576.00
Jul-20		1	1	$ 2,576.00
Aug-20				
Sep-20				
Oct-20				
Nov-20				
Dec-20				
Total 2020	**0**	**4**	**4**	**$ 10,304.00**

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT

APPROVED BY:

APPROVED BY:

This Packet: $ 329,518.78
Security Deposit Refunds: 779.09

Total: $ 330,297.87

**** Highlighted invoices to be reimbursed by the Route 9 Sewer Project Escrow Account

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT		AMOUNT
				TOTAL:	36.00
TYLER TECHNOLOGIES	CASH COLLECTION PROCESS 5/	WATER FUND	WATER		206.25
	CASH COLLECTION PROCESS 5/	SEWER FUND	SEWER		206.25
				TOTAL:	412.50
UNIFIRST CORPORATION	UNIFORMS	WATER FUND	WATER		34.67
	UNIFORMS	WATER FUND	WATER		31.26
	UNIFORMS	WATER FUND	WATER		29.00
	UNIFORMS	SEWER FUND	SEWER		34.67
	UNIFORMS	SEWER FUND	SEWER		31.26
	UNIFORMS	SEWER FUND	SEWER		29.00
				TOTAL:	189.86
USA BLUEBOOK	CLOROX DISINFECTING WIPES	WATER FUND	WATER		94.33
	PVC BULKHEAD FITTING	WATER FUND	WATER		36.45
	PVC COMPACT BALL VALVE SOC	WATER FUND	WATER		23.39
	LIGHT DUTY MIXER W/EPOXYCO	WATER FUND	WATER		437.00
	GLOVES,BLADE,NOZZLE,SHUTOF	SEWER FUND	SEWER		1,231.02
	GLOVES	SEWER FUND	SEWER		1,151.01
				TOTAL:	2,973.20
MICHAEL B VENTERS	CONSULTING FEE, AUG 2020	SEWER FUND	SEWER		725.00
				TOTAL:	725.00
WEST VIRGINIA TRACTOR COMPANY	O-RING, SEAL	SEWER FUND	SEWER		32.13
				TOTAL:	32.13
WIRELESS NETWORKS GROUP, INC.	MISC SVCS- JULY	WATER FUND	WATER		5,137.50
				TOTAL:	5,137.50
WV BUREAU OF PUBLIC HEALTH	C.COLE CLASS1 CERTIFICATIO	SEWER FUND	SEWER		125.00
				TOTAL:	125.00

FUND TOTALS		
50	WATER FUND	101,427.83
60	SEWER FUND	228,090.95
	GRAND TOTAL:	329,518.78

TOTAL PAGES: 6

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT		AMOUNT
SG PLUMBING, INC.	SOUTH REYMANN 7/13 - 7/17/	WATER FUND	WATER		3,700.00
	PEACH TREE 7/14/20	WATER FUND	WATER		490.00
	SEMINARY STREET 7/21/20	WATER FUND	WATER		490.00
	WEST 5TH AVE 7/23/20	WATER FUND	WATER		760.00
	PEACH TREE 7/21/20	WATER FUND	WATER		455.80
	RANSON 7/28/20	WATER FUND	WATER		895.00
	JEFFERSON TERRACE 7/29/20	WATER FUND	WATER		760.00
	REYMANN STREET 7/30/20	WATER FUND	WATER		490.00
	REYMANN STREET 7/30/20	WATER FUND	WATER		490.00
	MAPLE AVENUE 7/20/20	SEWER FUND	SEWER		895.00
	WEST 5TH AVE 7/24/20	SEWER FUND	SEWER		760.00
				TOTAL:	10,185.80
SHENANDOAH AIR CONDITIONING	REPLACE A/C UNIT	SEWER FUND	SEWER		7,195.00
	RPLC BARD W/FACTORY BARD	SEWER FUND	SEWER		9,945.00
	LEAK SEARCH	SEWER FUND	SEWER		225.00
				TOTAL:	17,365.00
SHERIFF OF JEFFERSON COUNTY	FULL YEAR- PARCEL 1 TUSCAW	WATER FUND	WATER		1,770.73
				TOTAL:	1,770.73
LAW OFFICES OF HOY SHINGLETON, L.C.	GENERAL 7/02 - 7/31/2020	SEWER FUND	SEWER		6,187.47
				TOTAL:	6,187.47
SMITH & LOVELESS INC	VCM PMP, CMPRSSR, VLV AIR	SEWER FUND	SEWER		1,527.86
				TOTAL:	1,527.86
SPRINT	MONTHLY CELL SERVICE	WATER FUND	WATER		290.95
	MONTHLY CELL SERVICE	SEWER FUND	SEWER		83.71
	MONTHLY CELL SERVICE	SEWER FUND	SEWER		199.78
				TOTAL:	574.44
STEPTOE & JOHNSON PLLC	GEN FINANCING/REGULATORY M	WATER FUND	WATER		4,457.02
	CNSTRCTN STRMWTR PRMT ISSU	SEWER FUND	NON-DEPARTMENTAL		42,992.55
	GENERAL ENVIRONMENTAL	SEWER FUND	SEWER		6,360.00
	GENERAL EMPLOYER COUNSELIN	SEWER FUND	SEWER		790.00
	GEN FINANCING/REGULATORY M	SEWER FUND	SEWER		13,371.07
				TOTAL:	67,970.64
GERALD TAYLOR CO., INC.	SUPERVAC/ HAUL	SEWER FUND	SEWER		2,889.00
	PUMP SLUDGE/TRANSPORT	SEWER FUND	SEWER		471.67
	SLUDGE PUMP/TRANSPORT	SEWER FUND	SEWER		946.00
	PUMP SLUDGE/TRANSPORT	SEWER FUND	SEWER		404.00
				TOTAL:	4,710.67
CI THORNBURG CO., INC.	2" OMNI	WATER FUND	WATER		711.82
	3" OMNI	WATER FUND	WATER		928.56
	CORR MTR BOX, MTR BOX CVR	WATER FUND	WATER		582.00
	CHLORINE	WATER FUND	WATER		903.00
	4" OMNI	WATER FUND	WATER		946.56
	DI FLANGED ELL,CL/53 DIP,R	SEWER FUND	SEWER		1,203.00
	CL/53 DIP FXPE	SEWER FUND	SEWER		194.00
	SVC SADDL,BALL CORP STOP,	SEWER FUND	SEWER		554.89
				TOTAL:	6,023.83
TUSCAWILLA HILLS HOA INC	HOA DUES AUG 2020	WATER FUND	WATER		36.00

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	RNSN:SWRLN TRC&JET,PMPCK&P	SEWER FUND	SEWER	75.00
	LCSTHLL PMP RPR 5/14 - 5/2	SEWER FUND	SEWER	487.50
	SH2 PUMP REPAIRS 5/8 - 5/1	SEWER FUND	SEWER	262.50
	BEALLAIR,CNTYGRN,DEERFLD,J	SEWER FUND	SEWER	1,293.75
	CK STRM FLTS& READJSTD, BE	SEWER FUND	SEWER	937.50
	MT DSCNT SWTCH,TRMNTNG WRS	SEWER FUND	SEWER	1,500.00
	11TH AVE PS HKD UP UNINSTL	SEWER FUND	SEWER	112.50
	DCMSN PS CLRNC DR, XFR SWT	SEWER FUND	SEWER	4,256.25
	DLLRGNRL SWR LN, LIMESILO	SEWER FUND	SEWER	2,962.50
	MNTR RPLC PHS FLR RLY & AD	SEWER FUND	SEWER	1,631.25
	JTTSFRM CK TRNSDCR&FLTS, N	SEWER FUND	SEWER	1,612.50
	ASHLEYBRIN NEW PMP, 11AVE	SEWER FUND	SEWER	525.00
			TOTAL:	23,231.25
MCKINNEY'S AUTO REPAIR	2015 CHEVY COLORADO	WATER FUND	WATER	103.18
			TOTAL:	103.18
MISSION COMMUNICATIONS, INC.	ASHLEYBRIN, 4THAVE, FLWNGS	SEWER FUND	SEWER	1,102.20
			TOTAL:	1,102.20
MOUNTAIN STATE ESC	REGISTRATION- C.COLE	SEWER FUND	SEWER	125.00
			TOTAL:	125.00
THOMAS NALLS	JULY RENT	WATER FUND	NON-DEPARTMENTAL	3,411.22
			TOTAL:	3,411.22
LOGICAL CONCEPTS, INC	MNTRNG LFT,PMP 7/01 - 7/16	SEWER FUND	SEWER	12.90
	MONITORING LIFT& PUMP STAT	SEWER FUND	SEWER	468.00
			TOTAL:	480.90
PACE ANALYTICAL SERVICES, LLC	TESTING: UCMR4_SE3_WK1_JUL	WATER FUND	WATER	418.00
	TESTING: UCMR4_SE4_WK3_JUL	WATER FUND	WATER	418.00
	TESTING: CT SEMI-ANNUAL	SEWER FUND	SEWER	160.20
	TESTING: CT WEEKLY	SEWER FUND	SEWER	199.98
	TESTING: CT QTRLY SLUDGE	SEWER FUND	SEWER	204.78
	TESTING: CT INDUSTRIAL USE	SEWER FUND	SEWER	53.63
	TESTING: CT WEEKLY	SEWER FUND	SEWER	190.30
	TESTING: CT WEEKLY	SEWER FUND	SEWER	190.30
			TOTAL:	1,835.19
CORPORATION OF RANSON	JULY GARBAGE	WATER FUND	NON-DEPARTMENTAL	288.25
	JULY UT COLLECTIONS	WATER FUND	NON-DEPARTMENTAL	2,633.71
			TOTAL:	2,921.96
RK & K ENGINEERS	TO4 MODIFIED FLOWING SPRNG	SEWER FUND	NON-DEPARTMENTAL	2,301.08
	TO9 BEALLAIR DWNSTRM CAP A	SEWER FUND	NON-DEPARTMENTAL	330.75
	TO10 JEFFRSN MMRL PRK FRC	SEWER FUND	NON-DEPARTMENTAL	4,324.32
	TO1 BRIAR RUN 1&2	SEWER FUND	SEWER	4,278.83
	TO5 SEWER MODEL	SEWER FUND	SEWER	5,151.72
	TO6 SHENADOAH JUNCTION	SEWER FUND	SEWER	141.75
	TO7 PARKVIEW-WOODLAWN	SEWER FUND	SEWER	8,035.07
	TO8 WILTS MHP PS DEMO	SEWER FUND	SEWER	3,366.90
			TOTAL:	27,930.42
ROSS H BARE	SVC CLL CT RPGRM VRBL FRQN	SEWER FUND	SEWER	675.00
			TOTAL:	675.00

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT		AMOUNT
FIRE SAFETY EQUIPMENT SUPPLY	FIRE SAFETY SUPPLIES	SEWER FUND	SEWER		389.00
				TOTAL:	389.00
TRAFFIC CONTROL SVCS, LLC	100 W WASHINGTON ST	WATER FUND	WATER		2,178.88
				TOTAL:	2,178.88
GUTTMAN ENERGY	W/E 7/19/2020	WATER FUND	WATER		507.78
	W/E 7/26/2020	WATER FUND	WATER		988.37
	W/E 8/02/2020	WATER FUND	WATER		365.85
	W/E 7/19/2020	SEWER FUND	SEWER		263.68
	W/E 7/26/2020	SEWER FUND	SEWER		416.94
	W/E 8/02/2020	SEWER FUND	SEWER		331.05
				TOTAL:	2,873.67
GRANICUS	PEAK AGENDA MNGMNT, GV'T T	WATER FUND	WATER		3,781.38
	PEAK AGENDA MNGMNT, GV'T T	SEWER FUND	SEWER		3,781.38
				TOTAL:	7,562.76
HACH COMPANY	MONO-CHLOR, AMMONIA, CHEMK	WATER FUND	WATER		1,756.95
	SPADNS2, FLUORIDE RGT, ACC	WATER FUND	WATER		79.20
				TOTAL:	1,836.15
PROTOUCH COMMUNICATIONS, LLC DBA INTOU	JULY SVCS: AFTER-HRS EMERG	WATER FUND	WATER		304.51
				TOTAL:	304.51
INWOOD QUARRY, INC.	C2, #10 PICKUPS: 7/28/20	WATER FUND	WATER		469.29
	#67, C2 PICKUPS: 7/29/20	WATER FUND	WATER		643.71
	C2 PICKUP: 7/30/20	WATER FUND	WATER		206.47
				TOTAL:	1,319.47
IRON MOUNTAIN, INC	SHREDDING, STORAGE	WATER FUND	WATER		208.11
	SHREDDING, STORAGE	SEWER FUND	SEWER		208.11
				TOTAL:	416.22
JEFFERSON UTILITIES, INC	12-0820-00	SEWER FUND	SEWER		135.36
	12-0820-00	SEWER FUND	SEWER		45.12
				TOTAL:	180.48
JNO S SOLENBERGER & CO., INC	SUPPLIES FOR BRIAR RUN	SEWER FUND	SEWER		391.09
				TOTAL:	391.09
JAMES SHERMAN NEWCOMB	PLATES & HOT ROUND	SEWER FUND	SEWER		557.26
				TOTAL:	557.26
KABLE EXCAVATING, LLC	LOADER & MOBILIZATION FEE	WATER FUND	WATER		470.00
				TOTAL:	470.00
J.C. KUNKLE & ASSOCIATES, A.C.	PROFF SVCS 6/01 - 7/31/202	WATER FUND	WATER		1,248.00
	PROFF SVCS 6/01 - 7/31/202	SEWER FUND	SEWER		1,352.00
				TOTAL:	2,600.00
MAGAHA, INC.	TUSC MEMBRANE FILTER REPLC	SEWER FUND	NON-DEPARTMENTAL		4,800.00
	RMV OLD FLTRS, BRSCRN UNLD	SEWER FUND	NON-DEPARTMENTAL		2,250.00
	TUSC NWFLTR, SCRN SH2, HNT	SEWER FUND	SEWER		75.00
	TUSC NWFLTR, SCRN SH2, HNT	SEWER FUND	SEWER		150.00
	RNSN:SWRLN TRC&JET,PMPCK&P	SEWER FUND	SEWER		300.00

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT		AMOUNT
	1ST QTR PCKG DWN PYMNT	SEWER FUND	SEWER		20,429.72
	1ST QTR PRFSNL DWN PYMNT	SEWER FUND	SEWER		2,238.13
	1ST QTR EXCSS DWN PYMNT	SEWER FUND	SEWER		1,267.17
				TOTAL:	47,870.04
CORE & MAIN	4 FLG RW GV OL HW AMRCN FL	WATER FUND	WATER		647.28-
	BRS SAD, BALL CORP STP	WATER FUND	WATER		845.75
	SPIGOT PLUGS	SEWER FUND	SEWER		181.14
	2" IPS PLUG	SEWER FUND	SEWER		50.00
	EPOXY BAND, BALL CURB FIPT	SEWER FUND	SEWER		646.49
				TOTAL:	1,076.10
COYNE CHEMICAL	HYDROFLUOSILICIC ACID 23%	WATER FUND	WATER		1,095.64
	AMMONIUM SULFATE 40%,CP-83	WATER FUND	WATER		4,177.40
	ZETAG 8868FS	SEWER FUND	SEWER		6,454.23
				TOTAL:	11,727.27
C. R. SEMLER, INC.	48" DIA SANITARY SEWER MAN	SEWER FUND	SEWER		2,310.00
				TOTAL:	2,310.00
CSX TRANSPORTATION, INC	HRZNTL JCK &BORE STEEL CSN	SEWER FUND	NON-DEPARTMENTAL		1,640.50
				TOTAL:	1,640.50
DELL MARKETING L.P.	OPIPLEX 5080, MONITOR	WATER FUND	WATER		1,558.20
				TOTAL:	1,558.20
WV DEPT OF HEALTH & HUMAN SERVICES	BACTERIOLOGICAL TESTING	WATER FUND	WATER		140.00
	BACTERIOLOGICAL TESTING	WATER FUND	WATER		180.00
	BACTERIOLOGICAL TESTING	WATER FUND	WATER		40.00
	BACTERIOLOGICAL TESTING	WATER FUND	WATER		140.00
				TOTAL:	500.00
ENCOVA INSURANCE	INSTALLMENT	WATER FUND	WATER		2,342.40
	INSTALLMENT	SEWER FUND	SEWER		1,317.60
				TOTAL:	3,660.00
FASTENAL	SUPPLIES FOR BRIAR RUN	SEWER FUND	SEWER		53.64
	SUPPLIES FOR BRIAR RUN	SEWER FUND	SEWER		93.09
				TOTAL:	146.73
FERGUSON WATERWORKS	HAND SANITIZER, DSPNSNG ST	WATER FUND	WATER		390.00
	HAND SANITIZER	WATER FUND	WATER		80.00
				TOTAL:	470.00
FIFTH THIRD BANK	XXXX XXXX XXXX 4726	WATER FUND	WATER		2,218.45
	XXXX XXXX XXXX 4726	WATER FUND	WATER		97.48
	XXXX XXXX XXXX 4726	WATER FUND	WATER		313.52
	XXXX XXXX XXXX 4726	WATER FUND	WATER		73.31
	XXXX XXXX XXXX 4726	WATER FUND	WATER		208.00
	XXXX XXXX XXXX 4726	SEWER FUND	SEWER		915.82
	XXXX XXXX XXXX 4726	SEWER FUND	SEWER		365.51
	XXXX XXXX XXXX 4726	SEWER FUND	SEWER		52.00
	XXXX XXXX XXXX 4726	SEWER FUND	SEWER		283.08
	XXXX XXXX XXXX 4726	SEWER FUND	SEWER		2,518.45
				TOTAL:	7,045.62

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT		AMOUNT
AMERIGAS	TANK RENTAL: GLEN HAVEN	WATER FUND	WATER		106.00
	TANK RENTAL: SHN	SEWER FUND	SEWER		36.00
	TANK RENTAL: DEERFIELD	SEWER FUND	SEWER		118.25
	TANK RENTAL: SITE PS 1-10	SEWER FUND	SEWER		142.00
	TANK RENTAL: SITE PS 1-12A	SEWER FUND	SEWER		142.00
	TANK RENTAL: SITE PS 4-4	SEWER FUND	SEWER		142.00
	TANK RENTAL: RT 9 GENERATO	SEWER FUND	SEWER		129.00
				TOTAL:	815.25
APPLE VALLEY TIRE	TIRE REPLACEMENT	WATER FUND	WATER		156.55
				TOTAL:	156.55
NEAL O NILSEN	OFFICE 365 BASIC - 22 USER	WATER FUND	WATER		66.00
	OFFICE 365 BASIC - 22 USER	SEWER FUND	SEWER		66.00
				TOTAL:	132.00
BIEDLER'S ELECTRIC MOTOR REPAIR, INC.	48-20-5140,48-20-5135,5316	SEWER FUND	SEWER		1,075.06
	48-20-5145,48-20-4415	SEWER FUND	SEWER		281.11
	COUNTY GREEN PUMP REPAIR	SEWER FUND	SEWER		3,735.76
				TOTAL:	5,091.93
BURNS FARM	JULY LOADS - 49	SEWER FUND	SEWER		8,477.00
				TOTAL:	8,477.00
CAPITAL LIGHTING & SUPPLY LLC	PUSH BUTTONS & OPTIONS	SEWER FUND	SEWER		449.04
	SERVICE CHARGE	SEWER FUND	SEWER		79.19
				TOTAL:	528.23
CARMEUSE LIME & STONE	HYDRATE CHEMICAL BULK	SEWER FUND	SEWER		4,088.43
				TOTAL:	4,088.43
CITY ELECTRIC SUPPLY CO	SUPPLIES: MOOSE,JETS,BURR,	SEWER FUND	SEWER		1,860.65
				TOTAL:	1,860.65
CITY NATIONAL BANK	LOCKBOX SERVICES JULY	WATER FUND	WATER		1,669.69
	LOCKBOX SERVICES JULY	WATER FUND	WATER		749.96
	LOCKBOX SERVICES JULY	SEWER FUND	SEWER		1,669.69
	LOCKBOX SERVICES JULY	SEWER FUND	SEWER		749.96
				TOTAL:	4,839.30
CITY OF CHARLES TOWN	UB COLLECTIONS - JULY	WATER FUND	NON-DEPARTMENTAL		15,333.59
				TOTAL:	15,333.59
CLIFFS CLEANING SERVICE	JULY CLEANING	WATER FUND	WATER		125.00
	JULY CLEANING	WATER FUND	WATER		365.00
	JULY CLEANING	SEWER FUND	SEWER		200.00
	JULY CLEANING	SEWER FUND	SEWER		100.00
	JULY CLEANING	SEWER FUND	SEWER		365.00
				TOTAL:	1,155.00
COMCAST BUSINESS	8299 31 008 0138502	SEWER FUND	SEWER		192.95
				TOTAL:	192.95
COMMERCIAL INSURANCE	1ST QTR PCKG DWN PYMNT	WATER FUND	WATER		20,429.72
	1ST QTR PRFSNL DWN PYMNT	WATER FUND	WATER		2,238.13
	1ST QTR EXCSS DWN PYMNT	WATER FUND	WATER		1,267.17

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
SNYDER ENVIRONMENTAL SERVICES, INC	CNCTR AP#05 RES#6, RT 9 PR	SEWER FUND	NON-DEPARTMENTAL	180,516.31
			TOTAL:	180,516.31
GERALD TAYLOR CO., INC.	SLUDGE PUMP/ TRANSPORT	SEWER FUND	SEWER	404.00
	SLUDGE TRANSPORT	SEWER FUND	SEWER	651.00
	SUPERVAC/ HAUL	SEWER FUND	SEWER	2,097.00
			TOTAL:	3,152.00
UNIFIRST CORPORATION	UNIFORMS	WATER FUND	WATER	29.00
	UNIFORMS	SEWER FUND	SEWER	29.00
			TOTAL:	58.00
USA BLUEBOOK	CIK FOR WTP	WATER FUND	WATER	52.45
	PUMPS WTP	WATER FUND	WATER	2,742.70
			TOTAL:	2,795.15
VALLEY CREDIT SERVICE, INC.	JULY COLLECTIONS	WATER FUND	WATER	174.34
	JUNE COLLECTIONS	SEWER FUND	SEWER	174.33
	PSD JULY COLLECTIONS	SEWER FUND	SEWER	103.05
			TOTAL:	451.72

========== FUND TOTALS ==========

50	WATER FUND	25,011.76
60	SEWER FUND	251,633.48
	GRAND TOTAL:	276,645.24

TOTAL PAGES: 3

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APPROVED BY: _____

****** Highlighted invoices to be reimbursed by the Route 9 Sewer Project Escrow Account**

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT		AMOUNT
AMERIGAS	TANK RENTAL: CRANES LN	SEWER FUND	SEWER		46.23
				TOTAL:	46.23
APPLE VALLEY TIRE	FLAT REPAIR PLUG	SEWER FUND	SEWER		9.00
				TOTAL:	9.00
AUTOZONE	BATTERY	WATER FUND	WATER		45.59
				TOTAL:	45.59
BUSINESS CARD	5472 0636 0426 2754	WATER FUND	WATER		777.41
	5472 0636 0426 2754	WATER FUND	WATER		23.59
	5472 0636 0426 2754	WATER FUND	WATER		208.00
	5472 0636 0426 2754	WATER FUND	WATER		16.95
	5472 0636 0426 2754	WATER FUND	WATER		43.68
	5472 0636 0426 2754	SEWER FUND	SEWER		43.68
				TOTAL:	1,113.31
CHARLES TOWN SEWER	JULY FUNDING	SEWER FUND	NON-DEPARTMENTAL		14,509.19
				TOTAL:	14,509.19
CHARLES TOWN WATER	JULY FUNDING	WATER FUND	NON-DEPARTMENTAL		9,763.96
				TOTAL:	9,763.96
CITY ELECTRIC SUPPLY CO	RELAY, SAW, THHN-8, THHN-6	SEWER FUND	SEWER		691.69
	ADAPTER, LOCKNUT, COUPLING	SEWER FUND	SEWER		47.79
	RELAY	SEWER FUND	SEWER		55.47
	TAPE, CORD, MULT THHN	SEWER FUND	SEWER		311.11
				TOTAL:	1,106.06
CITY OF CHARLES TOWN	AUG RENT@ 661 S GEORGE ST	WATER FUND	WATER		1,275.00
	JUNE UTILITIES@ 661 S GEOR	WATER FUND	WATER		667.20
	AUG RENT@ 661 S GEORGE ST	SEWER FUND	SEWER		1,275.00
	JUNE UTILITIES@ 661 S GEOR	SEWER FUND	SEWER		667.19
				TOTAL:	3,884.39
CORE & MAIN	METER SETTER	WATER FUND	WATER		675.00
	CLEANOUT PLUG, MIPT PLUG,	SEWER FUND	SEWER		644.40
				TOTAL:	1,319.40
CRYSTAL SPRINGS	MONTHLY SVC@ WWTP& MAINT S	WATER FUND	WATER		9.29
	MONTHLY SVC@ 661 S GEORGE	WATER FUND	WATER		3.21
	MONTHLY SVC@ 661 S GEORGE	SEWER FUND	SEWER		3.20
				TOTAL:	15.70
DECKER & COMPANY, PLLC	PROFF Y.E. SVCS: 7 CERTIFI	WATER FUND	WATER		787.50
	PROFF Y.E. SVCS: 7 CERTIFI	SEWER FUND	SEWER		787.50
				TOTAL:	1,575.00
DELL MARKETING L.P.	MONITORS, WARRANTY	WATER FUND	WATER		372.48
				TOTAL:	372.48
WV DEPT OF HEALTH & HUMAN SERVICES	BACTERIOLOGICAL TESTING	WATER FUND	WATER		40.00
				TOTAL:	40.00
FLUID SOLUTIONS INC	SEALS, GUIDE CLAW ASSY	SEWER FUND	SEWER		619.34
				TOTAL:	619.34

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT		AMOUNT
FRONTIER COMMUNICATIONS	304-876-9970-121914-4	WATER FUND	WATER		92.21
	304-876-2120-111514-4	WATER FUND	WATER		92.21
	304-876-2594-041306-4	SEWER FUND	SEWER		143.50
				TOTAL:	327.92
GUTTMAN ENERGY	W/E 8/09/20	WATER FUND	WATER		380.42
	W/E 8/09/20	SEWER FUND	SEWER		358.45
				TOTAL:	738.87
GWIN DOBSON & FOREMAN INC	TUSC WWTP MBRN BIORCTR RPL	SEWER FUND	NON-DEPARTMENTAL		345.15
	WWTP UPGRADE	SEWER FUND	NON-DEPARTMENTAL		2,764.20
				TOTAL:	3,109.35
HATCH ASSOCIATES CONSULTANTS, INC.	TO4 H-359787 RT 9 PRJCT	SEWER FUND	NON-DEPARTMENTAL		42,247.25
				TOTAL:	42,247.25
HOLIDAY INN EXPRESS	HOLIDAY INN EXPRESS	SEWER FUND	SEWER		774.46
				TOTAL:	774.46
INWOOD QUARRY, INC.	C2 PICKUPS: 8/13/20	WATER FUND	WATER		460.24
				TOTAL:	460.24
JEFFERSON PUBLISHING COMPANY	ACCOUNTANT AD 7/01/20	WATER FUND	WATER		43.40
	ACCOUNTANT AD 7/08/20	WATER FUND	WATER		43.25
	ACCOUNTANT AD 7/01/20	SEWER FUND	SEWER		43.40
	ACCOUNTANT AD 7/08/20	SEWER FUND	SEWER		43.25
				TOTAL:	173.30
LOVE 4 GOLF LLC	110 104 407 850	SEWER FUND	SEWER		438.52
				TOTAL:	438.52
DONALD MICKEY	MOWING SUMMIT PT& PLYGRND	SEWER FUND	SEWER		250.00
				TOTAL:	250.00
MISS UTILITY OF WV, INC.	MESSAGE FEES: JULY	WATER FUND	WATER		191.80
				TOTAL:	191.80
PACE ANALYTICAL SERVICES, LLC	TESTING: CAVALAND QUARTERL	WATER FUND	WATER		21.00
	TESTING: CAVALAND QUARTERL	WATER FUND	WATER		165.00
	TESTING: JCPSD IU04 QUARTE	SEWER FUND	SEWER		74.52
	TESTING: CT WEEKLY	SEWER FUND	SEWER		190.30
				TOTAL:	450.82
ROBBIE SHIPE	ROBBIE SHIPE	SEWER FUND	SEWER		275.00
				TOTAL:	275.00
SG PLUMBING, INC.	W 5TH AVE: 8/03/20	WATER FUND	WATER		760.00
	S REYMANN: 8/05/20	WATER FUND	WATER		895.00
	S REYMANN: 8/05/20	WATER FUND	WATER		429.88
	S REYMANN: 8/06/20	WATER FUND	WATER		760.00
	EASTVIEW CT: 8/10/20	WATER FUND	WATER		760.00
	WEST 6TH AVE: 8/11/20	WATER FUND	WATER		625.00
	PLUM TREE: 8/12/20	WATER FUND	WATER		200.00
	VALLEY BRANCH DR: 8/13/20	WATER FUND	WATER		760.00
	TUSCAWILLA DR: 8/14/20	WATER FUND	WATER		625.00
				TOTAL:	5,814.88