CHARLES TOWN UTILITY BOARD
AGENDA

WEDNESDAY, APRIL 23, 2025

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

CALL TO ORDER

1. **APPROVAL OF MINUTES**
   a. Approval of April 9, 2025 Regular Meeting Minutes
   UB Minutes 04.09.25.pdf

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

   The public is invited to attend this meeting in person or via webcast (www.ctubwv.com- Board Meeting - Meeting Agendas and Minutes 2025) or by accessing the following zoom link:

   https://us06web.zoom.us/j/89378400726?pwd=rF94ZBd2ACvNqkG7cCSGx5Kz3YNb6G.1

   Meeting ID: 893 7840 0726
   Passcode: 989222
   (301)715-8592

3. **UNFINISHED BUSINESS**
   a. Board Policies
   i. CIF Policy
   3ai1- CIF redline.pdf
   3ai2-CIF-Policy Clean.pdf
   ii. Biosolids PFAS Policy
   3aii1-BioSolids-PFAS-Policy.pdf

4. **NEW BUSINESS**
   a. Cooley Public Strategies - Draft Strategic Plan
   4a-CTUB Strategic Plan - Q2-Q4 2025.pdf
   b. GDF Recommendation for Chlorine Gas System Modifications Project
   4b-BidRecomLetter 4-15-2025.pdf
   c. Birdhill Meadows Sewer AMEA
   Birdhill AMEA.pdf

Birdhill AMEA Exhibit.pdf

d. Discussion on County Commission Updates

5. **MANAGER REPORTS**
   a. Utility Manager Report
      Revenue & Expense March 2025.pdf
   b. Chairman Report

6. **APPROVAL OF BILLS**
   a. April 23, 2025
      Board Report 04.23.25.pdf

7. **ADJOURNMENT**

8. **INFORMATION ONLY**
   a. Next Meeting - May 14, 2025 at 4:00 P.M.

CHARLES TOWN UTILITY BOARD

Wednesday, April 23, 2025

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

Approval of April 9, 2025 Regular Meeting Minutes

Attachments:

UB Minutes 04.09.25.pdf

Charles Town Utility Board
Regular Board Meeting
April 9, 2025

The Charles Town Utility Board held a regular meeting on April 9, 2025 at 4:00 P.M. Members of the Board present were John Nissel, Chairman; John Maxey, Vice Chairman; Heidi Parker, Board Member; and Patrick Kratovil, Board Member. Also present were Kristen Stolipher, Utility Manager; Ashley Stottlemyer, Secretary; Richard Lewis, Environmental Legal Counsel (Zoom) and Pasha Majdi, County Commission Liaison (Zoom).

Mr. Pierson and Mr. Rodecker were absent from the meeting.

CALL TO ORDER

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

APPROVAL OF MINUTES

Approval of March 26, 2025 Minutes

Action: Motion made by Mrs. Parker, second by Mr. Maxey, the Board unanimously approved the minutes.

PUBLIC COMMENT

The Board received no public comments.

MANAGER REPORTS

Utility Manager Report

Mrs. Stolipher provided staff is continuing to work through the Utility Cloud and Edmunds software integration and preparing for CTUB Day on May 9th with a rain date of May 16th. She also mentioned the baffle wall installation is complete and the R&R project is nearing completion. Chris Eckenrode from GDF briefed the Board on various projects, including the bid opening for the chlorine room project at the water treatment plant. He mentioned one bid was received from Snyder Environmental for $388,620.00. Mr. Eckenrode will provide his recommendation at the next meeting. The Board provided discussions.

Mrs. Parker had questions about the Red Clover AMEA that is currently at the PSC for approval. Mrs. Stolipher stated the developer had minor changes to the agreement so staff revised and sent back to the PSC for approval. The Board provided discussions. Mrs. Parker requested any changes be brought to the Board's attention.

Mr. Maxey requested quarterly expense reports comparing the same quarter for the prior year for tracking purposes.

Action: No action required by the Board.

NEW BUSINESS

Water Model Update Presentation by Dewberry

Sam Forster from Dewberry gave a presentation on the draft Water Model Update which evaluated the hydraulic model and system demands, reviewed infrastructure and provided recommendations

for improving the system since the last report in 2019. He will issue a final report with the recommended improvement projects and a flushing protocol to consider. The Board provided discussions.

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

UNFINISHED BUSINESS

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

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

No updates for this item.

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

Mrs. Stolipher mentioned the PSC is still reviewing the agreement. The Chairman suggested the Board review the draft lease as described in the agreement prior to executing the document once approved by the PSC.

The Chairman also suggested Mrs. Parker update the County Commission on both cases since she is the County representative on the Board. The Board will discuss this matter in more detail at the next meeting.

NEW BUSINESS

2022 Sewer Collection System Project – Resolution No. 6 – CIF Payment #5

Mrs. Stolipher included the pay application for Resolution No. 6 in the amount of $9,869.79 for work completed.

Action: **Motion made by Mr. Maxey, second by Mr. Kratovil, the Board unanimously approved Resolution No. 6 – CIF Payment #5.**

CEM Corporation Quote for Lab Equipment

Mrs. Stolipher provided a quote from CEM for a lab testing machine that will allow staff to perform various in-house weekly testing in the amount of $18,428.00. The existing machine is 14 years old and will be moved to the Tuscawilla treatment plant for use.

Action: **Motion made by Mrs. Parker, second by Mr. Maxey, the Board unanimously approved the CEM Corporation quote for lab equipment.**

PFAS Biosolids Testing Results

Mrs. Stolipher provided the summary pages for the four sets of results collected and analyzed by Eurofins Lancaster Laboratories Environment Testing, LLC. She stated that even though West Virginia has no regulations at this time, the results were well below thresholds set by other states. The Board provided discussions. Mrs. Stolipher will work with the PR firm to provide public notice of the results.

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

Board Policies

i. CIF Policy – Draft by Mr. Maxey
ii. Biosolids PFAS Policy – Draft by Mr. Maxey
iii. Rules of Procedure
iv. Connect and Disconnect Policy
v. Developer Policy

Mrs. Stolipher included the two policies drafted by Mr. Maxey and mentioned other policies she has been working on with Mr. Rodecker. Mr. Lewis reviewed the PFAS policy and thought it was well written. The Board provided discussions. Mr. Rodecker will review the two policies drafted by Mr. Maxey for consideration at the next board meeting.

Action: No action required by the Board.

MANAGER REPORTS

Chairman Report

The Chairman provided no updates.

Action: No action required by the Board.

APPROVAL OF BILLS

April 9, 2025

Action: Motion made by Mrs. Parker, second by Mr. Maxey, the Board unanimously approved the payment of the bills.

ADJOURNMENT

There being no further business at this time, the Board adjourned the meeting at 5:38 P.M.

INFORMATION ONLY

The next meeting is scheduled for Wednesday, April 23, 2025 at 4:00 P.M. at 661 S. George Street.

_____ _____

John Nissel, Chairman

Ashley Stottlemyer, Secretary

CHARLES TOWN UTILITY BOARD

Wednesday, April 23, 2025

Regular Meeting

661 South George Street
Charles Town, WV 25414

Board Policies

CHARLES TOWN UTILITY BOARD

Wednesday, April 23, 2025

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

CIF Policy

Attachments:

3ai1- CIF redline.pdf
3ai2-CIF-Policy Clean.pdf

Charles Town Utility Board Capacity Improvement Fee Policy

Purpose
The Charles Town Utility Board (CTUB) is committed to ensuring that the cost of necessary water and sewer infrastructure expansion required to serve new development is borne by those creating the demand for such new facilities, rather than by existing ratepayers. This policy affirms the Board's commitment to maintaining a fair and reasonable Capacity Improvement Fee (CIF) that adequately funds system expansion while ensuring financial sustainability and equitable cost distribution.

Policy Statement
CTUB recognizes that growth within its service area necessitates ongoing investment in water and sewer infrastructure. CIFs provide a temporary means of accumulating at least part of the funds necessary to expand capacity thus reducing the rate impact on all customers. ~~To prevent the financial burden of system expansion from falling on existing ratepayers, t~~The Board maintains a CIF to be assessed on new development. This fee is designed to reflect an equitable method for distributing a portion of the cost of additional capacity improvements to future customers ~~the actual costs of associated with capacity improvements~~ and will be reviewed and adjusted at least every three to five years to ensure its adequacy in funding required infrastructure projects.

Guiding Principles

1. **Equity and Fairness** – The CIF shall ensure that new growth contributes ~~proportionally~~ equitably to the cost of expanding infrastructure without placing an undue burden on existing ratepayers.
2. **Cost-Based Assessment** – The fee shall be based on documented infrastructure costs, calculated according to Public Service Commission of West Virginia (PSC) and industry standards and methodologies ~~investment needs, ensuring that it remains aligned with actual expansion costs.~~
3. **Transparency** – The methodology used to determine and adjust the CIF shall be publicly available, and the Board shall review the fee periodically to maintain consistency with infrastructure funding requirements.
4. **Regulatory Compliance** – The CIF shall be assessed in accordance with applicable West Virginia state law and ~~Public Service Commission~~PSC regulations governing municipal utilities and infrastructure funding.
5. **Fiscal Responsibility** – Revenues generated from the CIF shall be allocated ~~exclusively~~ to qualifying costs for ~~to~~ capital improvement projects that expand system capacity, ensuring responsible financial stewardship.

Review and Adjustments
Recognizing that the current CIF was set several years ago ~~and has proven to be insufficient~~, the Board is actively reviewing the fee ~~structure~~ to ensure it meets the rapidly growing demands of the service area. CTUB has engaged Raftellis Financial Consultants to analyze and recommend an appropriate CIF adjustment. The Board will consider these recommendations and, with advice

Commented [RR1]: This language comes from the PSC decision in 05-09-2012 Order in Case No. 09-0961-PWSD-GI Berkeley County

Commented [RR2]: This language comes from the PSC decision in 03-23-2017 Order in Case No. 15-1338-PSD-42R-PC.

Commented [MC3]: If we use combined or buy in, we also use existing asset values.

Commented [MC4]: You may also be able to pay debt service on those projects, which is implied here but not sure if you need to call out. Check with attorney?

of the Charles Town City Council, make necessary modifications to ensure the CIF remains fair, reasonable, and sufficient to fund required infrastructure ~~improvements~~expansion.

Conclusion

The Charles Town Utility Board remains dedicated to maintaining high-quality, environmentally sound water and sewer services while ensuring that infrastructure costs are equitably distributed. This policy reaffirms the Board's commitment to responsible utility management, financial sustainability, and fair growth contributions.

Commented [MC5]: Not improvements, expansion

Commented [RR6R5]: Correct. CIFs can only be used for treatment and transmission costs

Charles Town Utility Board Capacity Improvement Fee Policy

Purpose
The Charles Town Utility Board (CTUB) is committed to ensuring that the cost of necessary water and sewer infrastructure expansion required to serve new development is borne by those creating the demand for such new facilities, rather than by existing ratepayers. This policy affirms the Board's commitment to maintaining a fair and reasonable Capacity Improvement Fee (CIF) that adequately funds system expansion while ensuring financial sustainability and equitable cost distribution.

Policy Statement
CTUB recognizes that growth within its service area necessitates ongoing investment in water and sewer infrastructure. CIFs provide a temporary means of accumulating at least part of the funds necessary to expand capacity thus reducing the rate impacts on all customers. The Board maintains a CIF to be assessed on new development. This fee is designed to reflect an equitable method for distributing a portion of the cost of additional capacity improvements to future customers and will be reviewed and adjusted at least every three years to five years to ensure its adequacy in funding required infrastructure projects.

Guiding Principles

1. **Equity and Fairness** – The CIF shall ensure that new growth contributes equitably to the cost of expanding infrastructure without placing an undue burden on existing ratepayers.
2. **Cost-Based Assessment** – The fee shall be based on documented infrastructure costs, calculated according to Public Service Commission of West Virginia (PSC) and industry standard and methodologies.
3. **Transparency** – The methodology used to determine and adjust the CIF shall be publicly available, and the Board shall review the fee periodically to maintain consistency with infrastructure funding requirements.
4. **Regulatory Compliance** – The CIF shall be assessed in accordance with applicable West Virginia state law and PSC regulations governing municipal utilities and infrastructure funding.
5. **Fiscal Responsibility** – Revenues generated from the CIF shall be allocated to qualifying costs for capital improvement projects that expand system capacity, ensuring responsible financial stewardship.

Review and Adjustments
Recognizing that the current CIF was set several years ago, the Board is actively reviewing the fee to ensure it meets the rapidly growing demands of the service area. CTUB has engaged Raftellis Financial Consultants to analyze and recommend an appropriate CIF adjustment. The Board will consider these recommendations and, with advice of the Charles Town City Council, make necessary modifications to ensure the CIF remains fair, reasonable, and sufficient to fund required infrastructure expansion.

Conclusion
The Charles Town Utility Board remains dedicated to maintaining high-quality, environmentally sound water and sewer services while ensuring that infrastructure costs are equitably distributed. This policy reaffirms the Board's commitment to responsible utility management, financial sustainability, and fair growth contributions.

DRAFT

CHARLES TOWN UTILITY BOARD

Wednesday, April 23, 2025

Regular Meeting

661 South George Street
Charles Town, WV 25414

Biosolids PFAS Policy

Attachments:

3aii1-BioSolids-PFAS-Policy.pdf

Charles Town Utility Board Biosolids PFAS Monitoring Policy

Purpose

The Charles Town Utility Board (CTUB) is committed to protecting public health, farmland, and groundwater from potential PFAS contamination associated with biosolids land application. This policy affirms the Board's commitment to rigorous monitoring, science-based thresholds, and proactive restrictions to ensure biosolids are managed in an environmentally sound manner that safeguards our community and complies with evolving regulatory standards.

Policy Statement

CTUB recognizes that biosolids are a valuable resource for agriculture but must be managed responsibly to mitigate risks from PFAS/PFOS contamination. The Board will conduct annual PFAS testing of biosolids generated at its wastewater treatment plant and enforce application restrictions based on test results. This policy ensures transparency, aligns with EPA recommendations, and prioritizes the long-term protection of Jefferson County's land and water resources.

Guiding Principles

1. **Public Health Protection** – Land application of biosolids shall not compromise soil, groundwater, or crop safety due to PFAS contamination.
2. **Science-Based Thresholds** – Application rates will be adjusted or halted based on **tiered PFAS concentrations** (see below), using the most current EPA-certified testing methods.
3. **Transparency** – Testing results, thresholds, and corrective actions will be publicly reported on the CTUB website.
4. **Regulatory Compliance** – This policy adheres to EPA interim guidance and will adapt to future state (WVDEP) or federal regulations.
5. **Proactive Risk Management** – If PFAS levels exceed actionable thresholds, CTUB will immediately restrict application and pursue safe alternatives.

PFAS Thresholds & Land Application Restrictions

Based on average PFAS concentrations (µg/kg dry weight) from annual testing:

- < 20 µg/kg: No restrictions. Normal application rates permitted.
- 20–50 µg/kg: Application rate reduced to ***≤ 3 dry tons/acre/year***.
- 50–100 µg/kg: Application rate reduced to ≤ 1.5 dry tons/acre/year.
- ≥ 100 µg/kg: ***Land application halted***. CTUB will implement alternative disposal methods (e.g., EPA-approved landfill, thermal treatment, or other EPA/WVDEP approved method).

DRAFT

Implementation & Oversight

Annual Testing:

- Conducted by an EPA-certified lab using a minimum of three representative samples.
- Results reviewed by CTUB within 30 days.

Response to Exceedances:

- Levels >20 µg/kg trigger confirmatory testing.
- Levels >50 µg/kg require notification to WVDEP and affected landowners.

Recordkeeping:

- All data retained for 5+ years and made publicly available.

Review and Adjustments

Recognizing the rapidly evolving science of PFAS, CTUB will review this policy annually to incorporate:

- New EPA or WVDEP regulations.
- Advances in PFAS treatment or testing technologies.
- Feedback from stakeholders (farmers, health officials, environmental groups).

Conclusion

The Charles Town Utility Board prioritizes the responsible management of biosolids to balance agricultural benefits with environmental protection. This policy ensures that PFAS risks are systematically monitored, mitigated, and communicated to the public, upholding CTUB's commitment to safe and sustainable utility operations.

DRAFT

CHARLES TOWN UTILITY BOARD

Wednesday, April 23, 2025

Regular Meeting

661 South George Street
Charles Town, WV 25414

Cooley Public Strategies - Draft Strategic Plan

Attachments:

4a-CTUB Strategic Plan - Q2-Q4 2025.pdf

COOLEY PUBLIC STRATEGIES

To: Charles Town Utility Board
From: Cooley Public Strategies
Date: April 15, 2025
Re: Strategic Plan Q2-4 2025

The Charles Town Utility Board seeks to increase the level of transparent communication with the greater Charles Town community. It hopes to achieve this by providing clear and accurate information about the state of the utility, the value of its rate structure, and its environmental impact.

Goal: Increase CTUB's communication with key stakeholders and the public, transparently educating them about why CTUB is the best and most effective water system in West Virginia.

Strategies:
- Meet the public where it is – online.
- Educate and empower stakeholders.
- Prepare for the long-term.

Tactics:
- Define CTUB's messaging
- Establish social media platforms
- Website resource review and restructuring
- Launch monthly e-newsletter
- Engage directly with the Council and other stakeholders
- Strengthen media relationships
- Educate about future needs

The activities outlined below are intended to take place throughout the remainder of 2025. We envision Q2 to include some short-term deliverables, including defining the message, developing a social media strategy, auditing the website, and supporting outreach to the Board and Council. The remainder of the activities will begin in Q2 but will bear fruit in Q3 and Q4.

One important note: This plan is presented as an approach given our current understanding of the needs of CTUB and the challenges it is currently facing. The plan is subject to adjustment as new developments and opportunities arise for CTUB.

Set the Foundation

Define the CTUB Message

CPS will work with CTUB staff to develop a Frequently Asked Questions document about CTUB, its role in the community, its operations, and its value as part of the growth and development of Jefferson County. This FAQ will be the foundation for work on a variety of platforms – the website, social media, in-person events, and media education.

Working to define the message about what CTUB is today will clarify its value proposition in the community. It will also help CTUB staff reflect on how it is perceived in the community, what holes exist in the community's familiarity with CTUB and its operations, and what third party voices are most helpful in assisting with increasing the utility's transparency in the community.

Anticipated CTUB staff pull: 15 hours

Meet the Public Where They Are

Social Media

CTUB is the unfortunate victim of misinformation and confusion on social media. The recent conflation of WVAW's boil water notice and CTUB's sediment issue is a case where information provided directly by CTUB would have been both educational and accurate.

CPS proposes to launch a CTUB Facebook page. The page would provide educational information about water and wastewater generally, updates about work CTUB is doing in the community to improve the system and its services, and urgent alerts and guidance during events. The page will also promote transparency by offering a direct line for community questions, combating misinformation from within the community itself.

In order to successfully launch social media, we would ask the Board to approve an initial policy for responding to comments, addressing misinformation, and engaging with other groups/pages. Should the Board approve moving forward, the CPS team will present a recommended social media policy for the Board to consider at its next meeting.

Anticipated CTUB staff pull: 1 hour/week

Website Review

The CTUB website is well-organized and efficiently structured. It does not, however, lend itself to quickly accessing key information like industrial customer applications and water testing results.

CPS will thoroughly review the website, through the eyes of a concerned citizen, a residential customer, and a commercial customer. We will evaluate the ease of access to critical information and any points of confusion.

Based on that audit, we will work with CTUB to reorganize some of the materials, potentially adding user-friendly sections related to how rates are set, the difference between CTUB and WVAW, and information about testing results.

We will work with CTUB staff to develop new, user-friendly educational materials as needed. Examples of such materials include and are not limited to service maps, project spotlights, emergency alerts and preparedness information, rates and billing information, as well as community events and involvement opportunities. These materials can be used on the website as well as in community outreach and education events, meetings with stakeholders, and educating the media about how CTUB operates.

Anticipated CTUB staff pull: 4 hours/week for 5 weeks

Launch E-Newsletter

A lot of behind-the-scenes activity happens at CTUB each month. Without a line of sight into the operations, it is difficult for the public to appreciate the complexity of the operation. CPS proposes to launch a monthly e-newsletter for stakeholders, customers, and other interested parties.

Our team will work with CTUB staff to develop content for the e-newsletter. Topics could include a project-of-the-month, a staff member profile, notifications of planned work, upcoming and previous meeting highlights, education about capacity and expansion of CTUB, and reminders about what should – and should not – be put in the wastewater system.

Anticipated CTUB staff pull: 10 hours/month initially, 5 hours/month once established

Develop Annual Report

At the end of FY25, CTUB has the opportunity to prepare an annual report to inform elected officials, community leaders, and customers about its work in 2025 and its anticipated activities and needs in 2026.

This report could include a general budget overview, information about key projects undertaken in the prior fiscal year, and a breakdown of anticipated needs in 2026. It could also provide information about key contacts at CTUB, information about how to provide feedback about the system, and an opportunity to sign up for the e-newsletter and follow the utility on social media.

Anticipated CTUB staff pull: 25 hours

Educate and Empower Stakeholders

Talking Points and Background for Council and Board Members

One of the most challenging parts of serving on the Council or Board is being asked to explain CTUB's complex activities without simple language to describe the situation. CPS proposes to work with CTUB staff to develop concise, clear talking points for both Board and Council members about the challenges the utility faces and the actions the Board has taken.

These talking points will provide Board and Council members with facts and clear explanations to serve as a reference point when talking to constituents. The talking points can also serve as the starting point for public-facing materials for the website, social media, and events. This will ensure that CTUB's actions are being presented accurately and in a uniform way across a variety of speakers and venues.

Anticipated CTUB staff pull: 1.5 hours/issue addressed

Events and Briefings

CTUB leadership is hosting an open house for key stakeholders at the water treatment plant on May 9. This is an excellent opportunity to educate leaders about CTUB's operations, community impact, and philosophy. Seeing exactly how and why "growth pays for growth" will enable leaders to discuss the benefits of this approach with the community at large.

CPS recommends scheduling a quarterly interaction with Board and Council members to do a deep dive into the issues CTUB faces. These sessions will allow CTUB staff to directly address questions and concerns held by members and to receive feedback in real time about how best to communicate concerns with the public.

Two of these opportunities for 2025 could be on-site open houses at CTUB facilities, and two could be briefing-style events, where CTUB staff explains how rates are set, the difference between CTUB's rate model and WVAW's, the state of repair and need for improvement of the existing infrastructure, or another topic of pressing interest to the community. CPS will develop materials to support CTUB leadership.

Anticipated CTUB staff pull: 30 hours/quarter

Prepare for the Long-Term

Develop and Deepen Local Media Relationships

To effectively establish and deepen relationships with local media in Charles Town, CPS will focus on building a strong rapport with outlets such as the *Spirit of Jefferson* reporters. We will proactively engage with them, offering insights into CTUB's new Facebook page and keeping them informed about upcoming events. This will not only enhance transparency but also position CTUB as the go-to source for accurate information on water and wastewater issues in the community. Additionally, we will reach out to local radio stations and *The Journal News*, making sure they are well equipped with the latest updates and developments from CTUB.

Begin Making the Case for the Future

CPS will work with CTUB staff to identify a list of potentially challenging issues that are likely to come up for CTUB in the near-future – infrastructure investment, rate increases, system expansions, regulatory compliance, environmental issues, etc.

Once this list of issues is identified, we will develop messaging that takes the issue from the ground up. We will also begin to sketch out timelines for engaging community leaders, customers, and the greater Charles Town area in education activities around any potential action. This will enable CTUB leaders to make strategic decisions about when, where and how to begin speaking about potentially controversial plans to maximize the transparency and open communication of the utility.

Anticipated staff pull: 10 hours

CHARLES TOWN UTILITY BOARD

Wednesday, April 23, 2025

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

GDF Recommendation for Chlorine Gas System Modifications Project

Attachments:

4b-BidRecomLetter 4-15-2025.pdf

April 17, 2025

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

RE: Bid Results - Engineer's Recommendation
Water Treatment Plant Chlorine Gas System Modifications
Charles Town, Jefferson County, West Virginia

Dear Mrs. Stolipher:

Please find enclosed the certified tabulation of bids received Wednesday, April 9, 2025 for the above referenced project.

Bid Results:

Water Treatment Plant Chlorine Gas System Modifications Project: Low Bidder: Snyder Environmental Services, Inc., Kearneysville, WV. The total lump sum bid price was $388,620. Only one (1) bid was submitted.

The engineer's cost estimate was $215,000; however, this price did not include a new trolley hoist and hoist control panel, which are estimated to cost $45,000. These items were added just prior to the project bidding. Snyder has offered a credit in the amount of $30,910 for the hoist. The new wall mounted hoist control panel is corroded and is in need of replacement. Chris Hutzler recently had the original hoist handheld controller replaced and it appears to be working well. The hoist itself was determined to be about 15 – years old and is currently in good working condition.

The lone bid came in significantly higher than the estimate. It appears that recent tariff taxes have impacted material prices which drove the higher-than-expected bid price. Due to only a single bid, it is difficult to speculate how it would have compared to other bids.

Bid Review: Gwin, Dobson & Foreman, Inc. (GD&F) reviewed the documents submitted by Snyder Environmental Services, Inc., and found them in accordance with the Instructions to Bidders. The 10% Bid Bond was furnished by The Cincinnati Insurance Company, an approved surety by the US Treasury Department (circular 570).

GD&F also examined the technical qualifications and references of the low bidder. Snyder Environmental Services, Inc., has been performing water and wastewater treatment facility work since 1979. Snyder successfully completed construction of the CTUB Route 9 Sewer Project. Snyder Environmental Services, Inc., has recently completed several water and sewer projects for the Town of Front Royal, VA, and Berkeley County PSSD. Chuck Goff of Snyder has coordinated and performed numerous projects for CTUB over the years including installation of the MBRs at the Tuscawilla WWTP, new valves at the raw water intake and installation of the sedimentation basin baffle walls at the water treatment plant. Mr. Goff performs excellent work and comes highly recommended.

Concerning financial status, Snyder Environmental Services, Inc., provided an Experience, Equipment and Financial Statement per the contract requirements. It appears that they possess all the necessary resources and equipment to successfully complete the project. Snyder Environmental Services, Inc., plans to subcontract the chlorine gas equipment installation work to Heritage Environmental, whom have successfully completed numerous GD&F chlorine gas projects.

If the representations are a true and accurate statement of the administrative, financial and bonding capability of

Snyder Environmental Services, Inc., then it appears that they have the ability to complete a project of this scope and magnitude.

Evaluation- Obviously the bid came in much higher than the estimate. The recent tariff taxes and the fact that we only received one bid, have played an important part in the bid overrun.

GD&F performed an in-house value engineering review of the project and came up with one item to eliminate from the project. This item consists of the motor driven trolley/hoist. Since the handheld controller was recently replaced and it is currently in good working condition, this item can remain in service.

GD&F feels that there would not be any major benefit to re-bidding the project unless it was included as part of a larger future project. Besides the item mentioned above, there is nothing else of substance to eliminate from the project. Since there was only one (1) bid submitted, it is difficult to determine how the bid would have compared to others. GD&F's experience with re-bidding is such that the bids have a good chance of increasing as opposed to decreasing, since the bid price is known. Also, future tariff increases are difficult to predict and contractors are being conservative in their prices to reflect such anticipate increases. GD&F feels that the chlorine gas system improvements should be completed as soon as possible to avoid potential safety related issues and to get the system up to current safety standards.

Recommendation - Contingent on the availability of funding and based on representations made in the documents provided by the bidder, we recommend that CTUB issue a Notice-of-Intent-to-Award for the Water Treatment Plant Chlorine Gas System Modifications to Snyder Environmental Services, Inc., Kearneysville, WV, in the amount of $357,710. This price equals the Total Lump Sum Bid Price and incudes Change Order No. 1 for eliminating the new hoist. Please note that CTUB has 90 days from April 9, 2025, to award the contract to Snyder per the bidding documents.

Funding – GD&F assumes this project will be funded from Operating and Renewal and Replacement Funds, and has been informed by CTUB that this money is available for use on this project.

As always, if you have any questions, please contact us at your convenience.

Respectfully Submitted,
GWIN, DOBSON & FOREMAN, INC.

Christopher M. Eckenrode, P.E.
Engineering Manager

Enclosures
CME/
21060/BidRecomLetter
cc: File

CHARLES TOWN UTILITY BOARD

Wednesday, April 23, 2025

Regular Meeting

661 South George Street
Charles Town, WV 25414

Birdhill Meadows Sewer AMEA

Attachments:

Birdhill AMEA.pdf
Birdhill AMEA Exhibit.pdf

ALTERNATE MAINLINE SEWAGE COLLECTION SYSTEM AGREEMENT

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

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

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

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

WHEREAS, the Development will be located along Route 480 (Kearneysville Pike) approximately 0.25 miles northeast of the intersection with Route 115 (Old Charles Town Road); and

WHEREAS, the DEVELOPER intends to construct 720 Single Family and Town Homes (Phase 1 219 lots, Phase 2 201 lots, Phase 3 240 lots, Phase 4 60 lots);

and

WHEREAS, the DEVELOPER intends to construct On-site and Off-site sewage collection systems on, in the area near to, or adjacent to the Development as approved by CTUB on the Development's Preliminary Plat including approximately (Phase 1) 9,803 LF of 8", 583 LF of 10" sewer line and one (1) pump station with emergency generator, and 8,185 LF of 6" and 10" force main, (Phase 2) 8,324 LF of 8", (Phase 3) 6,589 LF of 8", (Phase 4) 1,501 LF of 8" to the point of connection to the existing CTUB sewer system, along with the associated service laterals and manholes (the "Sewage Collection Systems") to service the Residential Lots, which will connect to the sewage collection and pumping system of CTUB; and

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

DRAFT

WHEREAS, The Developer has read Rule 7.4 of the Public Service Commission of West Virginia's ("Commission") Rules for the Government of Sewer Utilities that became effective on March 25, 2023, in its entirety, understands the Rule and chooses to enter into this alternate main line extension agreement and to waive its right to refunds provided thereunder.

.

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

ARTICLE I

DESIGN AND REGULATORY APPROVAL

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

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

ARTICLE II

CONSTRUCTION AND INSPECTION

Section 2.01. The DEVELOPER will construct the entire Sewer Collection System under this Agreement, including but not limited to, all main lines, service lines, pumping facilities, or other necessary appurtenances, for all residential, commercial, or other customers, either proposed or existing, On-site and Off-site as approved by CTUB on the Development's Preliminary Plat at the DEVELOPER'S expense. All construction shall be done in accordance with the approved plans and specifications for the Development and CTUB' s specifications. The DEVELOPER shall obtain, at its expense, with the cooperation and support of CTUB, all necessary permits, authorizations

DRAFT

and approvals of State, Federal, and local agencies during the construction phase and shall make such changes as are required by said agencies during this phase and such changes shall not be subject to further approval by CTUB.

Section 2.02. The DEVELOPER shall, with the cooperation and support of CTUB, obtain all necessary rights-of-way, real property, easements and take all other such actions, including but not limited to, legal action, as are necessary to complete the Sewer Collection System, at the DEVELOPER'S own expense. CTUB shall, at the request of the DEVELOPER, take such actions as are permitted by law to aid in obtaining the necessary rights of way, real property or easements on land not owned by the DEVELOPER, including, but not limited to, legal actions. The cost of said actions requested by the DEVELOPER, including amounts paid to property owners for the required real estate and easements as well as all litigation costs and taken by CTUB shall be borne by the DEVELOPER.

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

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

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

DRAFT

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

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

ARTICLE III
TRANSFER OF OWNERSHIP

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

Section 3.02. Upon receipt of the written notice described in Section 3.01, CTUB shall have thirty (30) days to inspect said Sewage Collection System or phase thereof and run such tests, at CTUB's sole expense, as CTUB feels are appropriate and necessary to determine that the Sewage Collection System or phase thereof has been properly designed and constructed using sound

DRAFT

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

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

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

Section 3.05. Prior to the transfer of ownership of the Sewage Collection System or phase thereof to CTUB, when the DEVELOPER applies for a building permit to construct a residential, commercial or industrial building in the Development, the DEVELOPER shall pay to CTUB (i) a

non-refundable tap and inspection fee pursuant to approved CTUB tariff and (ii) a non-refundable capacity improvement fee pursuant to the approved CTUB tariff. Payments shall be made on the same date the DEVELOPER applies for a building permit to construct the residential, commercial or industrial building in the Development, which will result in said additional Customer. Notwithstanding the foregoing, CTUB shall only be entitled to retain a DEVELOPER tap or connection fee if CTUB, using its own resources, actually installs or inspects the tap and/or connection line and physically connects or inspects the connection to the customer's service. Once CTUB collects a tap or connection fee in accordance with the terms of this Agreement, CTUB shall not be permitted to collect from the customer any additional tap or service connection fee. CTUB shall only be permitted to collect one tap or connection fee per service connection in accordance with its Tariff on file with the Commission. CTUB's right to either retain the DEVELOPER's tap or connection fee deposit or to assess a tap or connection fee from a customer is contingent upon CTUB installing the tap and/or connection line, which physically connects a customer's service to the DEVELOPER's collection system.

ARTICLE IV

DEVELOPER REIMBURSEMENT

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

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

DRAFT

ARTICLE V

CONDITIONS PRECEDENT

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

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

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

ARTICLE VI

SUBSEQUENT CONNECTIONS

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

DRAFT

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

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

ARTICLE VII

REPRESENTATIONS AND WARRANTIES

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

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

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

bond with respect to the Sewage Collection System or phase thereof shall automatically terminate and all bonded funds shall automatically be returned to the DEVELOPER.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

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

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

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

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

DRAFT

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

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

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

Section 8.07. This Agreement constitutes the entire Agreement between CTUB and the DEVELOPER with respect to the matters addressed and may be amended only in a subsequent writing executed by both parties. Any amendment to this Agreement should be submitted to the Commission for review and/or approval.

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

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

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

By:_____

Its: _____

ATTEST:

_____

Its: _____

JEFFERSON ORCHARDS, INC.

By:_____

Its:_____

ATTEST:

_____

Its: _____

DRAFT

EXHIBIT A

PUBLIC SERVICE COMMISSION RULE 7.4

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

DRAFT

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

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

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

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

7.4. Extension of mains to serve new customers.

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

7.4.2. The utility shall make extensions in all cases in which the public convenience and necessity require the service, construction problems are not unusual or burdensome, and the extensions appear to be economically feasible, except that a utility shall first consider an application for an alternate main extension when applicable.

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

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

7.4.5. Extension for general sewer service.

7.4.5.a. The utility will respond to all inquiries regarding new sewer service, whether oral or written, by explaining all available options for obtaining service under these rules, including the option of an alternate main extension agreement, pursuant to Rule 7.4.8.g.

7.4.5.b. The utility will, upon written request for service in the form of Sewer Form No. 4, by a prospective customer or group of prospective customers located in the same neighborhood, determine the necessary size of main required to give service and make an estimate of the cost of providing the requested service, using the form of Sewer Form No. 5, including pipe, valves, manholes, fittings, necessary materials, permits, labor costs incurred by the utility when the utility externally contracts for the construction of the extension, or internal labor costs, provided such internal or external costs are not recovered in existing rates, and other applicable related costs. When a road crossing(s) is (are) necessary to serve the customer(s) requesting service, the cost estimate shall not include costs attributable to extending the main across the first road (closest to the already existing main), but shall include the costs of installing the main across a second and any subsequent road(s). The utility will provide the written estimate calculated using Sewer Form No. 5 to the customer in the form of Sewer Form No. 6, no more than forty (40) days from the receipt by the utility of the written request for service, except that the utility will provide the written estimate to the customer no more than twenty (20) days following a denial of a request for an alternate main extension agreement pursuant to Rule 7.4.8.g. The written estimate shall include an estimated construction start date and an estimated time of construction. If the prospective customer believes that any part of the estimate is unreasonable, the customer is free to pursue an informal request for assistance from the Commission staff or to file a complaint with the Commission. Further, the utility and the customer shall execute a Main Line Extension Agreement. Commission Staff may be consulted to provide assistance and sample forms. The agreement must include as an attachment a copy of this extension rule. The utility shall keep an executed copy of the agreement for at least six (6) years. The length of the extension required shall be that length required to extend from the new proposed service area to the nearest point of connection to the utility system having sufficient excess capacity to provide service at maximum demand.

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

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

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

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

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

7.4.5.d.4. The utility-specific line extension multiplier for private, for profit, utilities shall be based on one (1) divided by the utility's net fixed charge rate. The net fixed charge rate shall equal a function of the utility's weighted cost of capital, applicable income tax rates, and the Commission approved

depreciation accrual rate.

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

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

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

7.4.7. Alternate Depositor-Financed Extension Plan.

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

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

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

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

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

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

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

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

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

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

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

7.4.8. General provisions.

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

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

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

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

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

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

7.4.8.g. Alternate Main Extension Agreements.

7.4.8.g.1. A utility may enter into an agreement with an applicant that complies with the Commission approved checklist attached hereto as Sewer Form No. 7, in providing an alternate plan for a main extension. Commission Staff may be consulted to provide assistance and sample forms.

7.4.8.g.2. An applicant desiring to enter into an alternate main extension agreement should submit a written request to the utility.

7.4.8.g.3. A utility will, within twenty (20) days of receipt of the written request to enter into an alternate main extension agreement, consider the request and submit a response to the applicant indicating the utility's approval or denial of the request.

7.4.8.g.4. If the utility denies the request to enter into an alternate main extension agreement, the utility will provide the applicant with a detailed explanation of its decision and explain the available options for obtaining service under these rules. If the applicant believes that a denial is unreasonable, the applicant is free to pursue an informal request for assistance from the Commission staff or to file a complaint with the Commission.

7.4.8.g.5. In providing an alternate plan for main extensions a utility may not discriminate between customers whose service requirements are similar.

7.4.8.g.6. An alternate main extension agreement shall be filed with and approved by the Commission prior to the implementation or execution of the agreement by any of the parties. The agreement shall include the name, address and phone number of the parties to the agreement. The agreement shall also include a provision explaining why the utility is not funding the extension. The agreement must attach a copy of Sewer Rule 7.4., and a statement signed by the prospective customer that the customer has reviewed and understands the provisions of Sewer Rule 7.4.6. which entitles a customer to refunds and that the customer knowingly waives such rights, if applicable. Failure to obtain Commission approval will result in the loss of the right to obtain reimbursement from the utility. If an entity other than the utility constructs the extension, upon completion of construction and proper utility inspection of the extension, the utility shall initiate service only after proper transfer of title to all facilities including property, plant and rights-of-way incidental to the furnishing of utility service.

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

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

7.4.8.j. Right-of-Way.

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

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

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

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

7.4.9. Community infrastructure investment agreements with municipal utilities and public service districts.

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

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

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

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

§150-5-8. Safety requirements.

8.1. Accidents.

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

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

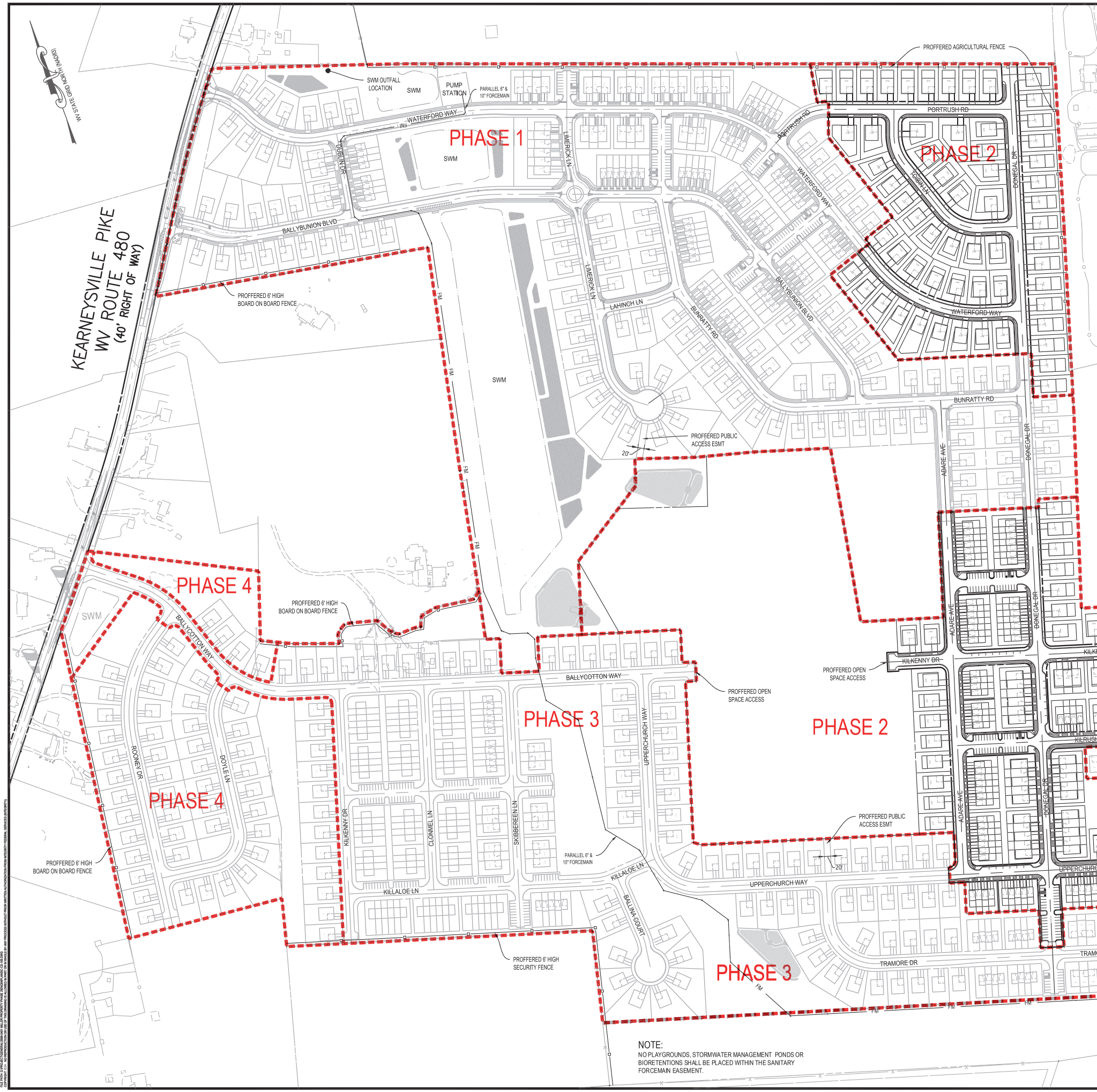
8.1.3. Asphyxiation. -- A utility shall inform its employees who must work in manholes and pits

EXHIBIT B

DEVELOPER'S PROJECT

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

DRAFT



NOTE:
NO PLAYGROUNDS, STORMWATER MANAGEMENT PONDS OR BIORETENTIONS SHALL BE PLACED WITHIN THE SANITARY FORCEMAIN EASEMENT.

PHASE 1 LAND AREAS	AREA (AC)
RESIDENTIAL LOT AREA (115 -TOWNHOMES)	7.75
RESIDENTIAL LOT AREA (104 - SINGLE FAMILY DETACHED)	20.52
INTERNAL ROAD RIGHT-OF-WAY	11.75
STORMWATER MANAGEMENT	16.57
ACTIVE OPEN SPACE	5.50
PASSIVE OPEN SPACE	2.59
HIGHWAY RESERVE AREA	0.15
PUMP STATION	0.20
TOTAL	65.03

PHASE 1 PARKLAND		
Density - DUA		
Dwellings	Residential Lot Area	Dwelling Units Per Acre
219	28.27	219 /28.27 = 7.75
	Parkland Requirements	
	% of Site	Land Area (AC)
Required	10%	(65.03 x 0.10 = 6.50) 6.50
Provided (Active)	8.5% (5.50 / 65.03 = 0.08458)	5.50 +/-
Provided (Passive)	4% (2.59 / 65.03 = 0.03983)	2.59 +/-

PHASE 2 LAND AREAS	AREA (AC)
RESIDENTIAL LOT AREA (120 -TOWNHOMES)	7.70
RESIDENTIAL LOT AREA (81 - SINGLE FAMILY DETACHED)	15.57
INTERNAL ROAD RIGHT-OF-WAY	9.12
STORMWATER MANAGEMENT	0.00
ACTIVE OPEN SPACE	1.27
PASSIVE OPEN SPACE	0.28
HIGHWAY RESERVE AREA	0.00
RESIDUE	20.98
TOTAL	54.92

PHASE 2 PARKLAND		
Density - DUA		
Dwellings	Residential Lot Area	Dwelling Units Per Acre
201	23.27	201 /23.27 = 8.64
	Parkland Requirements	
	% of Site	Land Area (AC)
Required	10%	(54.92 x 0.10 = 5.49) 5.49
Provided (Active)	2.3% (1.27 / 54.92 = 0.0231)	1.27 +/-
Provided (Passive)	0.01% (0.28 / 54.92 = 0.00510)	0.28 +/-

PHASE 3 LAND AREAS	AREA (AC)
RESIDENTIAL LOT AREA (161 -TOWNHOMES)	10.79
RESIDENTIAL LOT AREA (79 - SINGLE FAMILY DETACHED)	14.38
INTERNAL ROAD RIGHT-OF-WAY	12.73
STORMWATER MANAGEMENT	5.01
ACTIVE OPEN SPACE	1.11
PASSIVE OPEN SPACE	13.74
HIGHWAY RESERVE AREA	0.09
PUMP STATION	0.00
TOTAL	57.85

PHASE 3 PARKLAND		
Density - DUA		
Dwellings	Residential Lot Area	Dwelling Units Per Acre
240	25.17	240 /25.17 = 9.54
	Parkland Requirements	
	% of Site	Land Area (AC)
Required	10%	(57.85 x 0.10 = 5.79) 5.79
Provided (Active)	0.2% (1.11 / 57.85 = 0.01919)	1.11 +/-
Provided (Passive)	2.4% (13.74 / 57.85 = 0.23751)	13.74 +/-

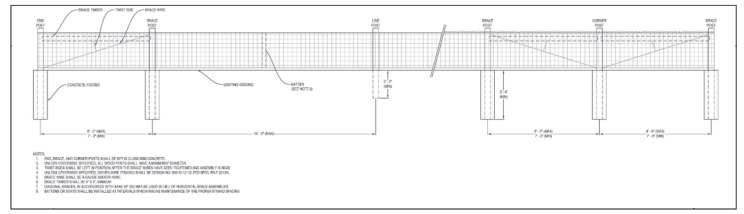
PHASE 4 LAND AREAS	AREA (AC)
RESIDENTIAL LOT AREA (0 -TOWNHOMES)	0.00
RESIDENTIAL LOT AREA (60 - SINGLE FAMILY DETACHED)	11.32
INTERNAL ROAD RIGHT-OF-WAY	2.04
STORMWATER MANAGEMENT	0.00
ACTIVE OPEN SPACE	0.00
PASSIVE OPEN SPACE	3.55
HIGHWAY RESERVE AREA	0.00
PUMP STATION	0.00
TOTAL	16.91

PHASE 4 PARKLAND		
Density - DUA		
Dwellings	Residential Lot Area	Dwelling Units Per Acre
60	11.32	60 / 11.32 = 5.30
	Parkland Requirements	
	% of Site	Land Area (AC)
Required	10%	(16.91 x 0.10 = 1.69) 1.69
Provided (Active)	0% (0.00 / 16.91 = 0.00000)	0.00 +/-
Provided (Passive)	2.1% (3.55 / 16.91 = 0.20993)	3.55 +/-

OVERALL LAND AREAS	AREA (AC)
RESIDENTIAL LOT AREA (396 -TOWNHOMES)	26.24
RESIDENTIAL LOT AREA (324 - SINGLE FAMILY DETACHED)	61.79
INTERNAL ROAD RIGHT-OF-WAY	35.64
STORMWATER MANAGEMENT	21.58
ACTIVE OPEN SPACE	7.88
PASSIVE OPEN SPACE	20.16
HIGHWAY RESERVE AREA	0.24
PUMP STATION	0.20
RESIDUE	20.98
TOTAL	194.71

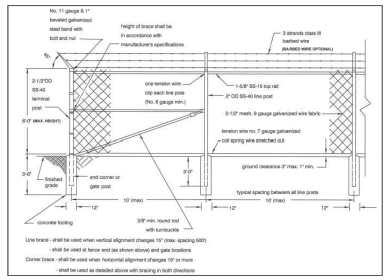
OVERALL PARKLAND		
Density - DUA		
Dwellings	Residential Lot Area	Dwelling Units Per Acre
720	88.03	720 /88.03 = 8.18
	Parkland Requirements	
	% of Site	Land Area (AC)
Required	10%	(194.71 x 0.10 = 19.47) 19.47
Provided (Active)	4% (7.88 / 194.71 = 0.04047)	7.88 +/-
Provided (Passive)	10.4% (20.16 / 194.71 = 0.10354)	20.16 +/-

AGRICULTURAL FENCE DETAIL:
NOT TO SCALE

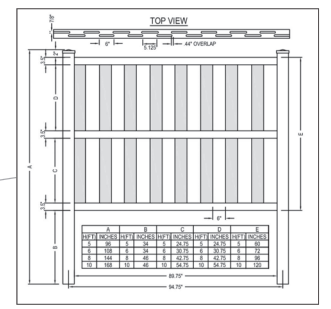


PUBLIC ACCESS NOTE:
1. SURFACE AREA WITHIN PUBLIC ACCESS EASEMENT SHALL BE GRASS.

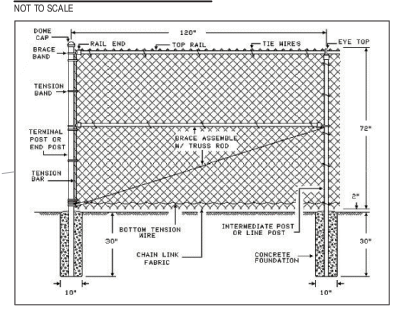
SECURITY FENCE DETAIL:
NOT TO SCALE



BOARD ON BOARD SCREENING FENCE DETAIL:
NOT TO SCALE



CHAIN LINK SCREENING FENCE DETAIL:
NOT TO SCALE



150 75 0 150 300 450
GRAPHICAL SCALE: 1"=150'

INTEGRITY
FEDERAL SERVICES
CIVIL ENGINEERING • LANDSCAPE ARCHITECTURE • SURVEYING • LAND PLANNING
148 S. Queen Street, Suite 201 • Martinsburg, WV 25401
Phone: 304-725-8456 • www.ifs-ae.com

SEAL:

REVISIONS

OVERALL AND FUTURE SITE PHASING

BIRDHILL MEADOWS SUBDIVISION PHASE 2

TAX MAP 3, PARCEL 29, D.B. 1291, PG. 381
MIDDLEWAY TAX DISTRICT
JEFFERSON COUNTY, WEST VIRGINIA

J.C. FILE #XX-XX-SD

SCALE:	HORIZ.: 1"=150' VERT.: N/A
DATE:	JANUARY 2025
JOB:	3568-0401
DRAWN: JMM	CHECK: JPG
CADD: C-CS-100.DWG	
NCS:	
SHEET:	07 OF 103

FILE PATH: C:\PROJECTS\3568\PLOTS\3568-SHEET SETS\3568-PROPERTY PHASE DIAGRAM\3568-CS-100.DWG
THE INFORMATION CONTAINED ON THIS DRAWING IS THE SOLE PROPERTY OF INTEGRITY FEDERAL SERVICES. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF INTEGRITY FEDERAL SERVICES IS PROHIBITED.

INTEGRITY
FEDERAL SERVICES

CIVIL ENGINEERING • LANDSCAPE ARCHITECTURE • PLANNING

148 S. Queen Street, Suite 201 • Phone: 304-725-8456
Martinsburg, WV 25401 • www.ifs-se.com

SEAL:

REVISIONS

OVERALL SANITARY LAYOUT

BIRDHILL MEADOWS SUBDIVISION PHASE 1

TAX MAP 3, PARCEL 29; D.B. 1291, PG. 381
MIDDLEWAY TAX DISTRICT
JEFFERSON COUNTY, WEST VIRGINIA

J.C. FILE #24-12-SD

SCALE:	HORIZ.: 1"=250' VERT.: N/A
DATE:	APRIL 2025
JOB:	3568-0301
DRAWN: JMM	CHECK: JPG
CADD: C-CS-101.DWG	
NCS:	
SHEET:	1 OF 1

FILEPATH: G:\PROJECTS\CENTRAL\3568-0301 MILLER PROPERTY PHASE 1\ENGINEER\TECHNICAL\MXT AND SANIC-CS-101.DWG
Last Saved By: JMM
ALL INFORMATION CONTAINED HEREIN IS THE SOLE PROPERTY OF INTEGRITY FEDERAL SERVICES, INC. AND IS NOT TO BE USED IN ANY MANNER WITHOUT WRITTEN AUTHORIZATION FROM INTEGRITY FEDERAL SERVICES, INC.

CHARLES TOWN UTILITY BOARD

Wednesday, April 23, 2025

Regular Meeting

661 South George Street
Charles Town, WV 25414

Discussion on County Commission Updates

CHARLES TOWN UTILITY BOARD

Wednesday, April 23, 2025

Regular Meeting

661 South George Street
Charles Town, WV 25414

Utility Manager Report

Attachments:

Revenue & Expense March 2025.pdf

Charles Town Water Department
Revenue & Expense Summary
March 31, 2025

Annual Budget		Y-T-D Budget	Y-T-D Actual	Difference
	REVENUES			
3,740,000	Metered Sales - Residential	2,805,000	2,659,832	(145,168)
1,800,000	Metered Sales - Commercial	1,350,000	1,291,847	(58,153)
65,000	Metered Sales - Glen Haven/Cavaland	48,750	45,645	(3,105)
40,000	Sale for Resale - Bulk Water	30,000	23,716	(6,284)
90,000	Forfieted Discounts	67,500	61,308	(6,192)
30,000	Misc. Service Rev - Reconnection / Tap Fees	22,500	17,212	(5,288)
565,000	Tank Lot Rental Income (Non-Operating)	423,750	412,141	(11,609)
270,000	Interest Income (Non-Operating)	202,500	248,071	45,571
34,000	Sinking Fund Income (Non-Operating)	25,500	24,966	(534)
40,000	Miscellaneous Income (Non-Operating)	30,000	38,610	8,610
-	Grant Revenue - BHS OEHS SWAP	-	38,000	38,000
-	Gain on Sale of Assets	-	8,160	8,160
6,674,000	**TOTAL REVENUES**	5,005,500	4,869,507	(135,993)
	EXPENSES			
15,000	WS - Materials & Supplies Expense	11,250	7,407	(3,843)
60,000	WS - Maint of Water Source	45,000	38,937	(6,063)
484,096	WT - Salaries & Wages - Operations Labor	363,072	361,742	(1,330)
155,000	WT - Power & Fuel	116,250	114,632	(1,618)
10,000	WT - Power & Fuel - GH/CAV	7,500	6,740	(760)
235,000	WT - Chemical Expense	176,250	147,898	(28,352)
30,000	WT - Testing	22,500	13,060	(9,440)
30,000	WT - Materials & Supplies Expense	22,500	24,504	2,004
6,500	WT - Materials & Supplies Expense - GH/CAV	4,875	3,567	(1,308)
55,000	WT - Sludge Hauling	41,250	28,560	(12,690)
90,000	WT - Maint of Water Treatment Plant	67,500	41,984	(25,516)
10,000	WT - Maint of Water Plant - GH/CAV	7,500	8,554	1,054
20,000	WT - Licenses & Subscriptions	15,000	8,326	(6,674)
512,125	TD - Salaries & Wages - Maintenance Labor	384,094	373,232	(10,861)
30,000	TD - Materials & Supplies Expense	22,500	15,932	(6,568)
40,000	TD - Maint of Dist Reservior & Standpipes	30,000	18,523	(11,477)
120,000	TD - Maint of Mains	90,000	57,673	(32,327)
195,000	TD - Maint of Services	146,250	131,110	(15,140)
360,000	TD - Maint of Meters	270,000	314,977	44,977
50,000	TD - Maint of Hydrants	37,500	25,735	(11,765)
205,055	CA - Salaries & Wages	153,791	142,589	(11,202)
75,500	CA - Billing Expense	56,625	55,887	(738)
112,000	CA - Credit Card Processing Fees	84,000	75,660	(8,340)
82,000	CA - Licenses & Subscriptions (includes Sensus)	61,500	41,354	(20,146)
15,000	CA - Bad Debt Expense	11,250	6,673	(4,577)
147,399	GA - Salaries & Wages	110,549	107,585	(2,964)
2,500	GA - Director Compensation	1,875	1,550	(325)
229,592	GA - Employee Insurance & Benefits	172,194	164,456	(7,738)
121,381	GA - Employee Pension Expense	91,036	85,321	(5,714)

Charles Town Water Department
Revenue & Expense Summary
March 31, 2025

103,365	GA - Payroll Taxes - FICA Tax Expense	77,524	77,217	(307)
7,140	GA - OPEB (Other Post Employment Benefits)	5,355	4,939	(416)
23,325	GA - Employee 457 Expense	17,494	17,091	(402)
30,000	GA - Office Supplies & Expense	22,500	26,530	4,030
20,000	GA - Travel, Training, & Education	15,000	13,277	(1,723)
15,000	GA - Uniform Expense	11,250	6,955	(4,295)
22,000	GA - Computer - Technology Expense	16,500	10,361	(6,139)
30,000	GA - Maint. of General Property	22,500	18,501	(3,999)
28,000	GA - Licenses & Subscriptions	21,000	23,426	2,426
30,000	GA - Contractual Services - Engineering	22,500	12,036	(10,464)
25,000	GA - Contractual Services - Accounting	18,750	17,536	(1,214)
65,000	GA - Contractual Services - Legal	48,750	29,375	(19,375)
35,000	GA - Contractual Services - Other	26,250	3,520	(22,730)
15,300	GA - Rental of Building	11,475	11,475	-
72,000	GA - Transportation Expense	54,000	44,550	(9,450)
95,000	GA - Insurance	71,250	88,195	16,945
22,510	GA - Worker's Comp	16,883	14,503	(2,380)
25,000	GA - Regulatory Commission Expense	18,750	4,301	(14,450)
6,000	GA - Bond Administration Fees	4,500	4,117	(383)
15,000	GA - Misc. General Expense	11,250	7,732	(3,518)
5,000	Advertising & Publication Expense	3,750	2,200	(1,550)
358,160	Interest on Long Term Debt (Non-Operating)	268,620	305,005	36,385
1,328,615	Depreciation Expense (Non-Cash)	996,461	996,461	-
5,874,563	**TOTAL EXPENSES**	4,405,923	4,163,468	(242,455)
799,437	Excess (Deficit)	599,577	706,039	

Board request 5/8/2024

NON-OPERATING REVENUES/CAPITAL CONTRIBUTIONS

CIF Revenue (Non-Operating)	1,444,192

OPERATING CASH ACCOUNT
Reconciliation to Cash:

Cash Balance @ 6/30/24	644,529	
Disbursements To Date	(4,838,692)	
Expenses	4,163,468	
Deposits To Date	5,279,297	
Revenues	(4,869,507)	
OPERATING CASH BALANCE @ 03/31/2025	1,085,134	
	1,085,134	Water Operating
	0	

Added to report in 2019

OTHER CASH ACCOUNT BALANCES

Water Capacity Improvement Fund	7,552,952
Water Renewal & Replacement Fund	872,217
Water Working Capital Fund	407,064

Charles Town Sewer Department
Revenue & Expense Summary
March 31, 2025

Annual Budget		Y-T-D Budget	Y-T-D Actual	Difference
	REVENUES			
3,042,000	CTUB Service Revenue	2,281,500	2,148,723	(132,777)
1,845,000	Ranson Revenue	1,383,750	1,340,101	(43,649)
2,720,000	JCPSD Revenue	2,040,000	1,959,884	(80,116)
45,000	Customer Forfieted Discounts	33,750	30,894	(2,856)
38,000	Customer Forfieted Discounts- RA	28,500	24,753	(3,747)
50,000	Customer Forfieted Discounts- PSD	37,500	30,031	(7,469)
30,000	Misc. Sewer Revenues (Non-Operating)	22,500	23,749	1,249
325,000	Interest Income (Non-Operating)	243,750	274,570	30,820
50,000	Sinking Fund Income (Non-Operating)	37,500	43,416	5,916
8,145,000	**TOTAL REVENUES**	6,108,750	5,876,122	(232,628)
	EXPENSES			
15,000	CS - Materials & Supplies Expense	11,250	6,179	(5,071)
90,000	CS - Maint of Service Connections	67,500	43,149	(24,351)
180,000	CS - Maint of Collecting & Trans. Mains	135,000	55,713	(79,287)
513,870	PS - Salaries & Wages	385,403	328,223	(57,179)
155,000	PS - Power & Fuel	116,250	118,826	2,576
25,000	PS - Materials & Supplies Expense	18,750	21,973	3,223
65,000	PS - Sludge Hauling	48,750	37,809	(10,941)
180,000	PS - Maint of Pump Stations	135,000	167,840	32,840
297,257	TD - Salaries & Wages	222,943	213,675	(9,268)
175,000	TD - Power - CT Plant	131,250	140,018	8,768
90,000	TD - Power - TUI	67,500	66,260	(1,240)
10,000	TD - Power - Deerfield	7,500	3,705	(3,795)
180,000	TD - Chemical Expense - CT	135,000	112,293	(22,707)
25,000	TD - Chemical Expense - TUI	18,750	9,695	(9,055)
45,000	TD - Testing - CT	33,750	25,158	(8,592)
12,000	TD - Testing - TUI	9,000	7,658	(1,342)
80,000	TD - Materials & Supplies Expense	60,000	49,765	(10,235)
60,000	TD - Sludge Hauling - TUI	45,000	15,716	(29,284)
120,000	TD - Maint. Burns Farm	90,000	80,990	(9,010)
230,000	TD - Maint. Treatment Plant - CT	172,500	127,806	(44,694)
150,000	TD - Maint. Treatment Plant - TUI	112,500	119,590	7,090
30,000	TD - Maint. Treatment Plant - Deerfield	22,500	15,515	(6,985)
15,000	TD - Licenses & Subscriptions	11,250	10,608	(642)
307,992	CA - Billing & Acct Labor	230,994	206,096	(24,898)
85,000	CA - Billing Expense	63,750	56,976	(6,774)
110,000	CA - Credit Card Processing Fees	82,500	75,660	(6,840)
60,000	CA - Licenses & Subscriptions	45,000	41,354	(3,646)
25,000	CA - Bad Debt Expense	18,750	11,431	(7,319)
227,276	GA - Salaries & Wages	170,457	168,117	(2,340)
2,500	GA - Director Compensation	1,875	1,550	(325)
198,920	GA - Employee Insurance & Benefits	149,190	146,972	(2,218)
122,304	GA - Employee Pension Expense	91,728	80,654	(11,074)
104,150	GA - Payroll Taxes - FICA Tax Expense	78,113	70,233	(7,880)

Charles Town Sewer Department
Revenue & Expense Summary
March 31, 2025

6,120	GA - OPEB (Other Post Employment Benefits)	4,590	4,241	(349)
23,808	GA - Employee 457 Expense	17,856	16,457	(1,400)
30,000	GA - Office Supplies & Expense	22,500	27,108	4,608
30,000	GA - Travel, Training, & Education	22,500	30,172	7,672
15,000	GA - Uniform Expense	11,250	5,417	(5,833)
20,000	GA - Computer - Technology Expense	15,000	9,761	(5,239)
30,000	GA - Maint. of General Property	22,500	14,210	(8,290)
30,000	GA - Licenses & Subscriptions	22,500	17,999	(4,501)
35,000	GA - Contractual Services - Engineering	26,250	19,685	(6,565)
30,000	GA - Contractual Services - Accounting	22,500	12,760	(9,740)
200,000	GA - Contractual Services - Legal	150,000	90,844	(59,156)
35,000	GA - Contractual Services - Other	26,250	3,520	(22,730)
15,300	GA - Rental of Building	11,475	11,475	-
90,000	GA - Transportation Expense	67,500	71,308	3,808
110,000	GA - Insurance	82,500	88,195	5,695
19,958	GA - Worker's Comp	14,969	13,999	(969)
35,000	GA - Regulatory Commission Expense	26,250	12,084	(14,166)
55,000	GA - Bond Administration Fees	41,250	36,771	(4,479)
15,000	GA - Misc. General Expense	11,250	11,594	344
5,000	GA - Advertising & Publication Expense	3,750	1,642	(2,108)
587,147	Interest on Long Term Debt (Non-Operating)	440,360	299,331	(141,029)
2,411,199	Depreciation Expense (Non-Cash)	1,808,399	1,808,399	-
7,814,801	**TOTAL EXPENSES**	5,861,101	5,244,180	(616,921)
330,199	Excess (Deficit)	247,649	631,942	

***Board request 5/8/2024**	**NON-OPERATING REVENUES/CAPITAL CONTRIBUTIONS**		
	CIF Revenue (Non-Operating)	2,271,922	
	OPERATING CASH ACCOUNT		
	Reconciliation to Cash:		
	Cash Balance @ 6/30/24	1,798,204	
	Disbursements To Date	(8,219,653)	
	Expenses	5,244,180	
	Deposits To Date	10,029,671	
	Revenues	(8,148,044)	
	OPERATING CASH BALANCE @ 03/31/2025	3,608,222	
		3,608,222	Sewer Operating
		(0)	
***Added to report in 2019**	**OTHER CASH ACCOUNT BALANCES**		
	Sewer Capacity Improvement Fund	7,867,861	
	Sewer Renewal & Replacement Fund	762,239	
	Sewer Working Capital Fund	749,076	

CHARLES TOWN UTILITY BOARD

Wednesday, April 23, 2025

Regular Meeting

661 South George Street
Charles Town, WV 25414

Chairman Report

CHARLES TOWN UTILITY BOARD

Wednesday, April 23, 2025

Regular Meeting

661 South George Street
Charles Town, WV 25414

April 23, 2025

Attachments:

Board Report 04.23.25.pdf

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	TOP TANK	WATER FUND	WATER	434.95
	CHEMKEY	WATER FUND	WATER	167.50
	CHEMKEY	WATER FUND	WATER	33.50
	MAG DRIVE	WATER FUND	WATER	969.95
	PH TESTER	WATER FUND	WATER	204.00
	GLASS FIBER FILTER	SEWER FUND	SEWER	350.71
	COVERALLS, GLASSES, WIPES,	SEWER FUND	SEWER	1,516.48
	GLASSES, WIPES	SEWER FUND	SEWER	89.22
	DIPPER	SEWER FUND	SEWER	1,498.93
	DIPPER	SEWER FUND	SEWER	1,498.93
			TOTAL:	7,113.09
WALKER DIVING UNDERWATER CONSTRUCTION	INTAKE CLEANING &INSPECTIO	WATER FUND	WATER	6,773.00
			TOTAL:	6,773.00
WV AMERICAN WATER	USAGE DATA - 2,748	SEWER FUND	SEWER	549.60
			TOTAL:	549.60
WV WATER DEVELOPMENT AUTHORITY	#2017-175 INFRSCTR FNDPRJC	SEWER FUND	NON-DEPARTMENTAL	1,513.40
			TOTAL:	1,513.40

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

50	WATER FUND	99,996.98
60	SEWER FUND	110,980.68
	GRAND TOTAL:	210,977.66

TOTAL PAGES: 5

APPROVED BY: _____

APPROVED BY: _____

This Packet: $ 210,977.66

Snyder Environmental Svcs, check dated 4/09/2025: 15,000.00

Total: $ 225,977.66

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT		AMOUNT
	713-000201	WATER FUND	NON-DEPARTMENTAL		40.79
	713-000204	WATER FUND	NON-DEPARTMENTAL		39.93
	713-000206	WATER FUND	NON-DEPARTMENTAL		31.53
	713-000295	WATER FUND	NON-DEPARTMENTAL		34.07
	713-000296	WATER FUND	NON-DEPARTMENTAL		34.90
	713-000297	WATER FUND	NON-DEPARTMENTAL		39.11
	713-000298	WATER FUND	NON-DEPARTMENTAL		33.23
	713-000299	WATER FUND	NON-DEPARTMENTAL		33.23
	713-000301	WATER FUND	NON-DEPARTMENTAL		38.27
	713-000302	WATER FUND	NON-DEPARTMENTAL		38.27
				TOTAL:	1,341.66
MISS UTILITY OF WV, INC.	MESSAGE FEES: MAR	WATER FUND	WATER		259.62
	MESSAGE FEES: MAR	SEWER FUND	SEWER		259.63
				TOTAL:	519.25
NB & C ENGINEERING SERVICES, LLC	STRCTRL ANLSYS 6TH AVE	WATER FUND	WATER		1,100.00
				TOTAL:	1,100.00
LOGICAL CONCEPTS, INC	RE-ACTIVATION FEE	SEWER FUND	SEWER		100.00
				TOTAL:	100.00
PRECISION PUMP & VALVE SERVICE, INC.	VIBRATION TESTING FOR PUMP	WATER FUND	WATER		6,888.00
	VIBRATION TESTING FOR PUMP	WATER FUND	WATER		2,952.00
	FLANGE, CHK VALVE	SEWER FUND	SEWER		1,262.00
				TOTAL:	11,102.00
RAFTELIS FINANCIAL CONSULTANTS INC	WA & SWR CAPACITY FEE STUD	WATER FUND	WATER		2,404.74
	WA & SWR CAPACITY FEE STUD	SEWER FUND	SEWER		2,404.74
				TOTAL:	4,809.48
SG PLUMBING, INC.	SEWER PLANT: 4/04/25	SEWER FUND	SEWER		2,157.02
				TOTAL:	2,157.02
DAVID STAUBS	PER DIEM: 5/14 - 5/15/25	WATER FUND	WATER		69.00
				TOTAL:	69.00
STH, INC.	KIMBERWICKE DR N PM	SEWER FUND	SEWER		500.00
	WAR ADMIRAL BLVD PM	SEWER FUND	SEWER		500.00
	NORTHPORT AVE PM	SEWER FUND	SEWER		500.00
				TOTAL:	1,500.00
GERALD TAYLOR CO., INC.	PUMP / TRANSPORT	WATER FUND	WATER		727.65
	PUMP / TRANSPORT	WATER FUND	WATER		184.88
	PUMP / TRANSPORT	WATER FUND	WATER		759.07
	TRANSPORT	SEWER FUND	SEWER		1,039.50
	TRANSPORT	SEWER FUND	SEWER		935.55
	SUPERVAC	SEWER FUND	SEWER		1,052.55
	SUPERVAC	SEWER FUND	SEWER		2,544.88
				TOTAL:	7,244.08
THE CI THORNBURG CO, INC.	CHLORINE	WATER FUND	WATER		2,804.11
	SENSUS SOFTWARE	WATER FUND	WATER		27,983.00
				TOTAL:	30,787.11
HD SUPPLY INC	CHEMKEY	WATER FUND	WATER		348.92

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	C2 & I10 & I8 PICKUPS: 4/1	SEWER FUND	SEWER	341.26
			TOTAL:	1,532.23
JAMES RIVER EQUIPMENT	331G - RPLCD TURBOCHRGR	WATER FUND	WATER	6,049.57
	331G - INSTLD NW DSCNNCT W	WATER FUND	WATER	1,126.33
			TOTAL:	7,175.90
JEFFERSON CO SOLID WASTE AUTHORITY	SEWER SCRAP	SEWER FUND	SEWER	64.19
			TOTAL:	64.19
JEFFERSON PUBLISHING COMPANY	3/27 & 4/03 NOTICES: HYDRN	WATER FUND	WATER	41.94
			TOTAL:	41.94
JASON EUGENE GRAY	NEW WALL MCC BLDNG@ PLANT	SEWER FUND	SEWER	7,928.98
			TOTAL:	7,928.98
SECURITY DEPOSIT REFUNDS	701-002090	WATER FUND	NON-DEPARTMENTAL	24.96
	701-002390	WATER FUND	NON-DEPARTMENTAL	31.00
	701-003440	WATER FUND	NON-DEPARTMENTAL	16.91
	702-004190	WATER FUND	NON-DEPARTMENTAL	45.01
	703-002042	WATER FUND	NON-DEPARTMENTAL	3.88
	704-002590	WATER FUND	NON-DEPARTMENTAL	46.60
	705-003900	WATER FUND	NON-DEPARTMENTAL	10.33
	706-000610	WATER FUND	NON-DEPARTMENTAL	32.35
	707-000180	WATER FUND	NON-DEPARTMENTAL	15.64
	709-000034	WATER FUND	NON-DEPARTMENTAL	28.27
	709-000055	WATER FUND	NON-DEPARTMENTAL	7.92
	709-000057	WATER FUND	NON-DEPARTMENTAL	20.96
	709-000067	WATER FUND	NON-DEPARTMENTAL	47.01
	709-000093	WATER FUND	NON-DEPARTMENTAL	21.95
	709-000141	WATER FUND	NON-DEPARTMENTAL	8.93
	709-000209	WATER FUND	NON-DEPARTMENTAL	10.92
	710-000086	WATER FUND	NON-DEPARTMENTAL	31.95
	710-000087	WATER FUND	NON-DEPARTMENTAL	20.92
	710-000091	WATER FUND	NON-DEPARTMENTAL	28.88
	710-000119	WATER FUND	NON-DEPARTMENTAL	11.90
	711-000033	WATER FUND	NON-DEPARTMENTAL	5.71
	711-000035	WATER FUND	NON-DEPARTMENTAL	37.25
	711-000040	WATER FUND	NON-DEPARTMENTAL	42.16
	711-000068	WATER FUND	NON-DEPARTMENTAL	21.52
	711-000071	WATER FUND	NON-DEPARTMENTAL	36.27
	712-000021	WATER FUND	NON-DEPARTMENTAL	13.93
	712-000031	WATER FUND	NON-DEPARTMENTAL	37.61
	712-000033	WATER FUND	NON-DEPARTMENTAL	42.01
	712-000040	WATER FUND	NON-DEPARTMENTAL	20.95
	712-000044	WATER FUND	NON-DEPARTMENTAL	9.91
	712-000046	WATER FUND	NON-DEPARTMENTAL	9.91
	712-000056	WATER FUND	NON-DEPARTMENTAL	23.96
	712-000057	WATER FUND	NON-DEPARTMENTAL	14.93
	712-000061	WATER FUND	NON-DEPARTMENTAL	16.93
	712-000027	WATER FUND	NON-DEPARTMENTAL	34.96
	712-000028	WATER FUND	NON-DEPARTMENTAL	16.90
	712-000029	WATER FUND	NON-DEPARTMENTAL	16.90
	712-000033	WATER FUND	NON-DEPARTMENTAL	23.94
	712-000040	WATER FUND	NON-DEPARTMENTAL	42.98
	713-000199	WATER FUND	NON-DEPARTMENTAL	43.31

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
DEPT OF ENVIRONMENTAL PROTECTION	WWTP LAB CERT RNWL 2025	SEWER FUND	SEWER	80.00
			TOTAL:	80.00
DEWBERRY ENGINEERS INC	TO8 WATER MODEL UPDATE	WATER FUND	NON-DEPARTMENTAL	9,555.00
			TOTAL:	9,555.00
WV DEPT OF HEALTH & HUMAN SERVICES	BACTERIOLOGICAL TEST	WATER FUND	WATER	46.00
	BACTERIOLOGICAL TEST	WATER FUND	WATER	115.00
			TOTAL:	161.00
EUROFINS ENVIRONMENT TESTING AMERICA H	TESTING: BIOSOLIDS	SEWER FUND	SEWER	851.00
			TOTAL:	851.00
GUTTMAN ENERGY	W/E 4/06/25	WATER FUND	WATER	359.90
	W/E 4/13/25	WATER FUND	WATER	545.43
	W/E 4/06/25	SEWER FUND	SEWER	835.47
	W/E 4/06/25	SEWER FUND	SEWER	51.33
	W/E 4/13/25	SEWER FUND	SEWER	941.95
	W/E 4/13/25	SEWER FUND	SEWER	253.07
			TOTAL:	2,987.15
GWIN DOBSON & FOREMAN INC	WTP CHLORINE ROOM UPGRADES	WATER FUND	NON-DEPARTMENTAL	1,807.00
	WWTP MAINT BUILDING	WATER FUND	NON-DEPARTMENTAL	649.84
	SMMTPT RACEWY SNTRY SRVY	WATER FUND	NON-DEPARTMENTAL	1,508.00
	WWTP UPGRADES	SEWER FUND	NON-DEPARTMENTAL	5,541.01
	ASBRYCH SWRMN RPLCMNT	SEWER FUND	NON-DEPARTMENTAL	26,058.80
	WWTP MAINT BUILDING	SEWER FUND	NON-DEPARTMENTAL	649.84
	RANSON HEIGHTS	SEWER FUND	NON-DEPARTMENTAL	964.49
	WW SYS PRELIM ENGNR RPRT	SEWER FUND	NON-DEPARTMENTAL	3,465.80
			TOTAL:	40,644.78
DUSTIN GREGORY	PER DIEM: 5/01/25	WATER FUND	WATER	34.50
			TOTAL:	34.50
HACH COMPANY	CHEMKEY	WATER FUND	WATER	1,152.30
	REAGENT SET	WATER FUND	WATER	610.80
			TOTAL:	1,763.10
ANDREAS HALE	PER DIEM: 5/05 - 5/09/25	SEWER FUND	SEWER	306.00
			TOTAL:	306.00
JASON HARRIS	CLEAN BRUSH @ AVIS ST	WATER FUND	WATER	300.00
			TOTAL:	300.00
CHRIS HUTZLER	PER DIEM: 5/01/25	WATER FUND	WATER	34.50
			TOTAL:	34.50
ISAAC M. SEE	DUMP TRUCK REPAIR	SEWER FUND	SEWER	633.44
			TOTAL:	633.44
PROTOUCH COMMUNICATIONS, LLC	MAR SVCS: AFTER-HRS EMERGE	WATER FUND	WATER	119.60
	MAR SVCS: AFTER-HRS EMERGE	SEWER FUND	SEWER	119.61
			TOTAL:	239.21
INWOOD QUARRY, INC.	C2 & I10 & I8 PICKUPS: 4/1	WATER FUND	WATER	595.48
	C2 & I10 & I8 PICKUPS: 4/1	WATER FUND	WATER	595.49

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
AMERIGAS PROPANE LP	CLOSE ORDER: APPLETREE	SEWER FUND	SEWER	81.96
			TOTAL:	81.96
APPARATAUS REPAIR & ENGINEERING, INC	COIL	WATER FUND	WATER	243.28
			TOTAL:	243.28
APPLE VALLEY TIRE	TITONS SENSOR	WATER FUND	WATER	260.00
			TOTAL:	260.00
AUTOZONE	GREASE FITTINGS	WATER FUND	WATER	35.26
	BLADE VEHICLE SIDE CONNECT	WATER FUND	WATER	15.51
	MISC FOR MOWERS	WATER FUND	WATER	226.05
	MAINT TRUCK TOW WIRING CNN	WATER FUND	WATER	168.05
	PS BATTERIES	SEWER FUND	SEWER	453.97
	BATTERY SHN2	SEWER FUND	SEWER	159.99
			TOTAL:	1,058.83
B & G PAINTING LLC	PAINTING OF RIVER INTAKE	WATER FUND	WATER	5,783.25
			TOTAL:	5,783.25
CLAYTON SHICH	6" TAP HYDRANT FOR CTMS	WATER FUND	WATER	700.00
			TOTAL:	700.00
CEM	CTWWTP CEM MACHINE	SEWER FUND	NON-DEPARTMENTAL	18,428.00
	GLASS FIBER PADS	SEWER FUND	SEWER	169.21
			TOTAL:	18,597.21
CHAMPION INDUSTRIES, INC	PRINTING SVCS MAR	WATER FUND	WATER	2,271.35
	POSTAGE 4 PRINTING SVCS MA	WATER FUND	WATER	5,729.25
	PRINTING SVCS MAR	SEWER FUND	SEWER	2,271.35
	POSTAGE 4 PRINTING SVCS MA	SEWER FUND	SEWER	5,729.26
			TOTAL:	16,001.21
CITY ELECTRIC SUPPLY CO	TAPE, 25V 25A RK5TDFU	SEWER FUND	SEWER	26.79
	LITTEL FUSE	SEWER FUND	SEWER	237.87
			TOTAL:	264.66
COASTTEC	BACKUPS	SEWER FUND	SEWER	397.56
			TOTAL:	397.56
CRYSTAL SPRINGS	MNTHLY SVC@ 661 & 842	WATER FUND	WATER	162.88
	MNTHLY SVC@ 661 & 842	SEWER FUND	SEWER	122.90
			TOTAL:	285.78
CUMMINS, INC	PM: HUNTFIELD BOOSTER	WATER FUND	WATER	798.29
	PM: CAV	WATER FUND	WATER	509.74
	PM: JOHN RISSLER	WATER FUND	WATER	932.10
	PM: GH	WATER FUND	WATER	509.74
	PM: CTWWTP	SEWER FUND	SEWER	1,845.00
	PM: DEMORY FARMS PS	SEWER FUND	SEWER	586.59
	PM: WILLOW SPG PS	SEWER FUND	SEWER	603.77
	PM: S SAMUEL ST	SEWER FUND	SEWER	507.08
			TOTAL:	6,292.31
D.R. HORTON, INC.	SEWER UPSIZING PER AMEA	SEWER FUND	NON-DEPARTMENTAL	10,000.00
			TOTAL:	10,000.00

CHARLES TOWN UTILITY BOARD

Wednesday, April 23, 2025

Regular Meeting

661 South George Street
Charles Town, WV 25414

Next Meeting - May 14, 2025 at 4:00 P.M.