CHARLES TOWN UTILITY BOARD
AGENDA

WEDNESDAY, AUGUST 28, 2024

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

CALL TO ORDER

1. **APPROVAL OF MINUTES**
   a. Approval of August 14, 2024 Minutes
      UB Minutes 08.14.2024.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 2024) or by accessing the following zoom link:

   https://us06web.zoom.us/j/87576137996?pwd=z6MJ3RYaadTiMtbwbU6t8J5qDKeIYk.1

   Meeting ID: 875 7613 7996
   Passcode: 280988
   (301)715-8592

3. **UNFINISHED BUSINESS**

4. **NEW BUSINESS**
   a. Stone Spring Alternate Mainline Extension Agreements
      Stone Spring Sewer AMEA.pdf
      Stone Spring Water AMEA.pdf
   b. Collection System Project Resolution and Bidding Schedule
      Resolution 2024-03 Collection System Bonding Resolution.pdf
      Memo to Charles Town City Council Regarding Schedule.pdf
      Authorization to Advertise.pdf

5. **MANAGER REPORTS**
   a. Utility Manager Report
      Emails for Record.pdf

i. Collection Project Documents
PS Reapproval and Letter 08.14.2024.pdf
Request to Advertise 08.20.2024.pdf
Project Schedule - 07.19.2024.pdf
b. Chairman Report

6. **APPROVAL OF BILLS**
a. August 28, 2024
Board Report 08.28.2024.pdf

7. **ADJOURNMENT**

8. **INFORMATION ONLY**
a. Next Meeting - September 11, 2024 at 4:00 P.M.
b. Revenue and Expense Reports
Revenue & Expense June - Preliminary Draft.pdf
Revenue & Expense July.pdf

CHARLES TOWN UTILITY BOARD

Wednesday, August 28, 2024

Regular Meeting

661 South George Street
Charles Town, WV 25414

Approval of August 14, 2024 Minutes

Attachments:

UB Minutes 08.14.2024.pdf

Charles Town Utility Board
Regular Board Meeting
August 14, 2024

The Charles Town Utility Board held a regular meeting on August 14, 2024 at 4:00 P.M. Members of the Board present were John Nissel, Chairman; Tommy Stocks, Treasurer; and Heidi Parker, Board Member. Also present were Kristen Stolipher, Utility Manager; April Shultz, Assistant Utility Manager; Ashley Stottlemyer, Secretary; and Robert Rodecker, Legal Counsel.

Duke Pierson, Vice Chairman, was absent, with notice, from the meeting.

CALL TO ORDER

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

APPROVAL OF MINUTES

Approval of July 24, 2024 Regular Meeting Minutes

The Chairman called for changes or corrections to the July 24, 2024 regular meeting minutes.

Action: **Motion made by Mr. Stocks, second by Mrs. Parker, the Board unanimously approved the July 24, 2024 minutes as presented.**

NEW BUSINESS

West Virginia American Water Agenda Item Request

Brooks Crislip and Jake Lance from WV American Water (WVAW) gave a presentation to request authority to engage in a due diligence review of CTUB's sewer assets so WVAW can provide an accurate and comprehensive offer to purchase the sewer system. Mrs. Parker, Mr. Stocks and the Chairman all agreed in their comments to deny the partnership and/or sale with WVAW.

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

PUBLIC COMMENT

Public comment was received from Amanda Stroud, Marc Petitpierre, James Walch, Jacqueline Milliron, Julie Philabaum, Ben Shade, Roger Tingley, Giuliana Bryna, David Grozinsky and Christine Marshall. The Chairman read a public comment from Andi Sugrue. Mrs. Parker read public comments from Keith and Debra Johnson, Kevin Long and Garrett Miller.

NEW BUSINESS

Gwin Dobson Foreman

Renewal and Replacement Pay Application No. 22

Mrs. Stolipher included the contractor application for Payment No. 22 in the amount of $243,655.09 for work completed. The project is roughly 89% complete.

Action: **Motion made by Mr. Stocks, second by Mrs. Parker, the Board unanimously approved Resolution No. 22.**

Collection System Project – Construction Administration and RPR Services

Mrs. Stolipher presented a GDF task order to provide engineering services pertaining to the Collection System Project including all construction administration, startup and resident project representative services for the duration of the project. This is not to exceed $300,000.00. Mrs.

Stolipher mentioned these services will be taken out of the RK&K estimated costs which will be discussed in the next agenda item. The Board provided discussions.

Action: Motion made by Mrs. Parker, second by Mr. Stocks, the Board unanimously approved the GDF task order for Construction Administration and RPR services for the Collection System project.

CTUB Collection System Project

RK&K Task Order Amendment

Mrs. Stolipher included the Scope of Work change No. 06 to reduce the scope of services for RK&K including the construction administration services and the construction inspection services for the Collection System Project. RK&K will see this project through bid opening tentatively scheduled for October 8th and provide a recommendation at the October 9th board meeting. The Board provided discussions.

Action: Motion made by Mr. Stocks, second by Mrs. Parker, the Board unanimously approved the RK&K task order amendment.

Authorized Representative Resolution

Mrs. Stolipher provided the resolution from the WV DEP Community Development Department to authorize the Chairman of the Board to sign on behalf of CTUB for the Collection System Project. This authorization is a standard process for WVDEP projects in granting approvals to proceed with load documents for the Collection System Project. The Board provided discussions.

Action: Motion made by Mr. Stocks, second by Mrs. Parker, the Board unanimously approved the Authorized Representative Resolution.

Proposed Project Costs and Funding (Pre-bid)

Mrs. Stolipher included a copy of the proposed estimated project costs of $6,558,894.00 and the various funding strategies showing growth and non-growth related costs.

Action: No action required by the Board.

Locust Hill Pond Ownership and Responsibilities

The Chairman recommended tabling this item until the full Board is present due to its complexity.

Action: No action required by the Board.

Employee Policy on Personal Social Media requested by Heidi Parker

Mrs. Parker requested this agenda item to review the social media policy of the City/CTUB and that Board members are aware of the expectations of the policy. Mrs. Stolipher mentioned that all CTUB staff review the employee handbook and sign an Acknowledgement of Receipt. Mr. Rodecker was available for questions.

Action: No action required by the Board.

Personnel Matter requested by Heidi Parker - Possible Executive Session Under: WV State Code Section §6-9A-4(b)(2)(B) - General personnel policy issue.

Mrs. Parker requested this item in reference to a personnel issue and that such matter be addressed in executive session. Mr. Rodecker gave a brief overview of the executive session provisions of the West Virginia Open Governmental Proceedings Act.

Action: **Motion made by Mrs. Parker to convene into executive session to discuss a personnel matter with Mrs. Stolipher. The motion failed due to lack of a second.**

The Chairman asked Mrs. Stolipher if she would like to discuss this matter in executive session and Mrs. Stolipher declined and expressed her desire to have the matter discussed in public session. Mrs. Parker discussed her complaints in public session. She distributed several emails to the Board she received from Mrs. Stolipher which she felt were targeting and offensive. The emails, which have been entered into the record, relate to a meeting request by representatives of WV American Water (WVAW) as well as an email regarding social media posts made on an Official Sewer Watch Facebook page owned by Mrs. Parker containing negative comments about CTUB and the Utility Manager. Additionally, Mrs. Parker alleges that there was wrongdoing by Mrs. Stolipher by her attendance at a meeting with West Virginia American Water. Mr. Rodecker clarified that Ms. Stolipher had full authority to meet with West Virginia American Water and did so within her role as Utility Manager. He further observed that she properly did her job and brought the matter of WVAWC requests to the Board for the Board to make decisions. The Chairman also mentioned he did not believe any violations were committed by Mrs. Stolipher.

Mrs. Stolipher requested Mrs. Parker put her specific complaints against her in writing.

Mrs. Milliron made a statement since her name was mentioned that the social media posts were her opinions.

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

MANAGER REPORTS

Utility Manager Report

Mrs. Stolipher mentioned the water and sewer specifications should be available for Board review by the end of the year, the lead and copper inventory is almost complete, and she obtained the last easement for the Sewer Collection Project. She also provided the overview of the various projects she presented to City Council last week.

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

Chairman Report

The Chairman provided a comment to a public comment made by Jacqueline Milliron at the City Council meeting last week regarding costs for the Collection System Project. He stated her information she provided to City Council was inaccurate and not up to date. He also mentioned City Council will be interviewing candidates for the vacant CTUB board position on August 19th. There were five applicants who applied, but one dropped out.

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

APPROVAL OF BILLS

August 14, 2024

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

ADJOURNMENT
There being no further business at this time, the Board adjourned the meeting at 5:59 P.M.

INFORMATION ONLY
The next meeting is scheduled for Wednesday, August 28, 2024 at 4:00 P.M. at 661 S. George Street.

_____	_____
John Nissel	Ashley Stottlemyer
Chairman	Secretary

CHARLES TOWN UTILITY BOARD

Wednesday, August 28, 2024

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

Stone Spring Alternate Mainline Extension Agreements

Attachments:

Stone Spring Sewer AMEA.pdf
Stone Spring Water AMEA.pdf

DRAFT

ALTERNATE MAINLINE SEWAGE COLLECTION SYSTEM AGREEMENT

THIS AGREEMENT (the "Agreement") is made and effective this _____ day of _____, 2024, by and between the CITY OF CHARLES TOWN, by and through the CHARLES TOWN UTILITY BOARD, (hereafter, "CTUB") and Stanley Martin Homes, LLC (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 Stone Springs Subdivision (the "Development") located within CTUB's service territory within Jefferson County for residential development; and,

WHEREAS, the Development will be located along Keyes Ferry Road, approximately 1200' southeast of the Keyes Ferry Road and the Wild Geese Way intersection; and

WHEREAS, the DEVELOPER intends to construct 325 Single Family and Town Homes; 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 13567 LF of 8" sewer line and one (1) pump station with emergency generator, and 1972' of 6" force main, to the point of connection to the existing CTUB sewer system, along with associated the associated service laterals and manholes (the "Sewage Collection Systems") to service the Residential Lots, which will connect to the sewage collection and pumping system of the CTUB; and

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

WHEREAS, THE Developer has read Rule 7.4 of the Commission's Rules for the Government of Sewer Utilities that became effective on March 25, 2023, in its entirety, understands the Rule and chooses to enter into this alternate main line extension agreement.

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

acknowledged, the BOARD and the DEVELOPER agree:

ARTICLE I

DESIGN AND REGULATORY APPROVAL

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

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

ARTICLE II

CONSTRUCTION AND INSPECTION

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

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

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

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

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

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

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

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

regulations or surrounding conditions have changed during the five (5) year time frame.

ARTICLE III

TRANSFER OF OWNERSHIP

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

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

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

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

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

Section 3.05. Prior to the transfer of ownership of the Sewage Collection System or phase thereof to CTUB, when the DEVELOPER applies for a building permit to construct a residential, commercial or industrial building in the Development, the DEVELOPER shall pay to CTUB (i) a non-refundable tap and inspection fee pursuant to approved CTUB tariff and (ii) a non-refundable capacity improvement fee pursuant to the approved CTUB tariff. Payments shall be made on the same date the DEVELOPER applies for a building permit to construct the residential, commercial or industrial building in the Development, which will result in said additional Customer. Notwithstanding the foregoing, CTUB shall only be entitled to retain a DEVELOPER tap or connection fee if CTUB, using its own resources, actually installs or inspects the tap and/or connection line and physically connects or inspects the connection to the customer's service. Once

CTUB collects a tap or connection fee in accordance with the terms of this Agreement, CTUB shall not be permitted to collect from the customer any additional tap or service connection fee. CTUB shall only be permitted to collect one tap or connection fee per service connection in accordance with its Tariff on file with the PSC. CTUB's right to either retain the DEVELOPER's tap or connection fee deposit or to assess a tap or connection fee from a customer is contingent upon CTUB installing the tap and/or connection line, which physically connects a customer's service to the DEVELOPER's collection system.

ARTICLE IV

DEVELOPER REIMBURSEMENT

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

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

ARTICLE V

CONDITIONS PRECEDENT

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

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

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

ARTICLE VI

SUBSEQUENT CONNECTIONS

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

Section 6.02. The DEVELOPER hereby agrees that in the event that the DEVELOPER transfers, prior to completion, any portion of DEVELOPER'S land in the Development to any

individual, corporation or other entity who will continue to engage in development of said land as contemplated by this Agreement, resulting in additional customers for CTUB, the DEVELOPER shall require, as a term of said transfer, that said individual, corporation or other entity assume the obligations of this Agreement.

ARTICLE VII

REPRESENTATIONS AND WARRANTIES

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

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

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

ARTICLE VIII

MISCELLANEOUS PROVISIONS

Section 8.01. This Agreement shall in no manner alter or affect presently existing rates, charges, minimums or tariffs of CTUB and the same rates, fees, charges, minimums and tariffs shall apply uniformly to all customers of 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 date of the transfer of the ownership of the Sewage Collection System or phase thereof to CTUB, or to property owned by third persons occasioned by the DEVELOPER, its agents, employees, contractors and subcontractors, and against all claims for damages arising from accidents to the DEVELOPER, its agents, employees, contractors and sub-contractors, occasioned by third persons occurring prior to the date of the transfer of the Sewage Collection System to CTUB, except for those legally attributable to CTUB, its engineer or agents, other than the DEVELOPER, or employees of CTUB. The DEVELOPER will defend any and all suits that may be brought against CTUB on account of any such accidents (except those legally attributable to CTUB, its engineer or agents, other than Developer, or employees of CTUB) and will make good to, and reimburse, CTUB for any reasonable, out-of-pocket expenditures (including, but not limited to reasonable legal fees and expenses) that CTUB may make by reason of such accidents.

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

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

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

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

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

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

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

CHARLES TOWN UTILITY BOARD

By:_____

Its: _____

ATTEST:

_____

Stanley Martin Homes, LLC

By: _____
Michael Ames

Its: Vice President of Land Development

ATTEST: _____

EXHIBIT A

PUBLIC SERVICE COMMISSION RULE 7.4

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

EXHIBIT B

DEVELOPER'S PROJECT

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

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.

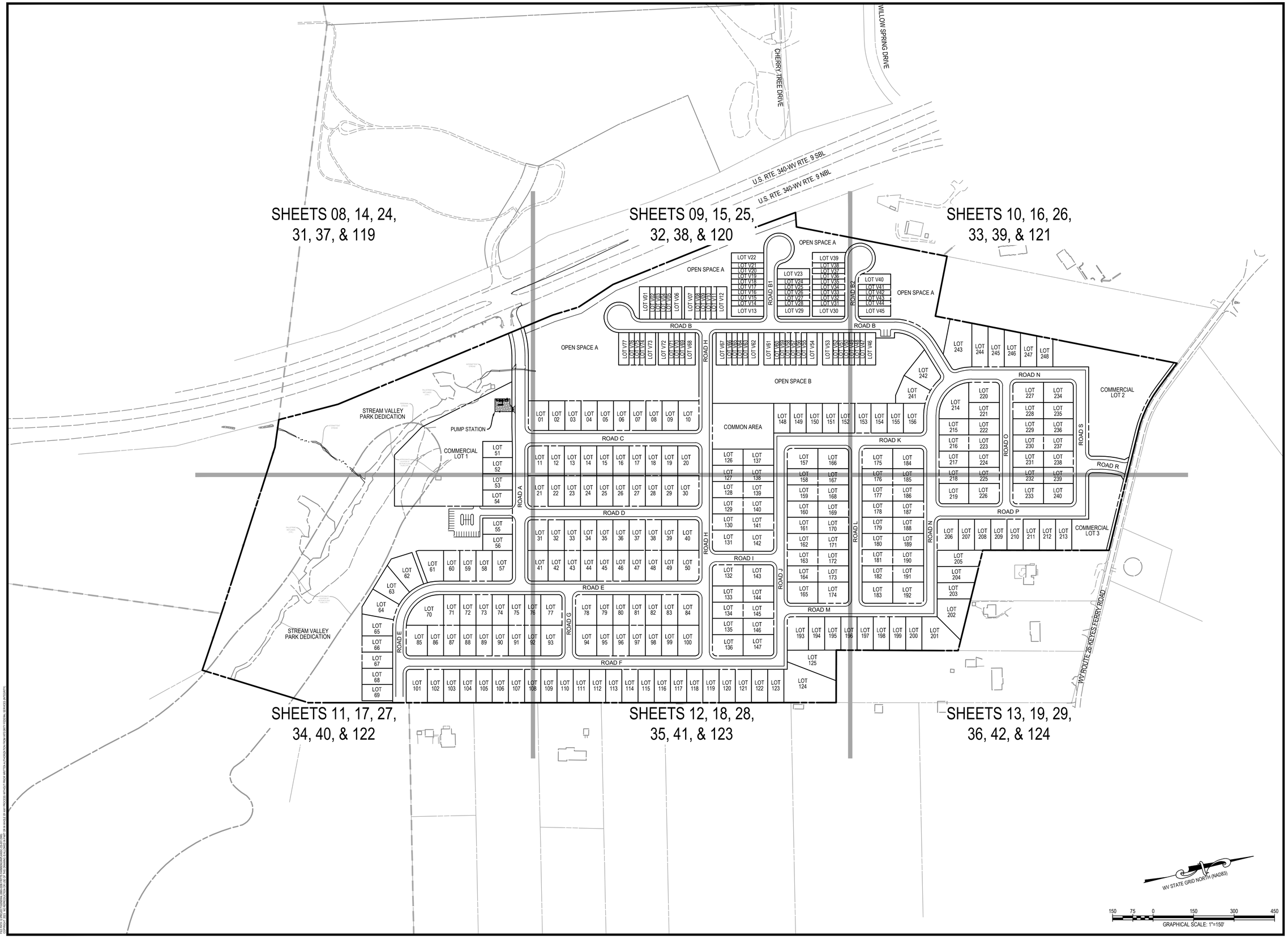
§150-5-8. Safety requirements.

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



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REGISTERED
No. 19127
STATE OF
WEST VIRGINIA
PROFESSIONAL ENGINEER

REVISIONS

1. 01/31/2023 - CITY OF CHARLES TOWN 1ST SUBMISSION
1. 03/16/2023 - WVDOH, CTUB, AND CITY OF CHARLES TOWN COMMENTS

OVERALL SITE PLAN

STONE SPRING SUBDIVISON

TAX MAP 15, PARCEL 01; D.B. 451, PG. 745
CITY OF CHARLES TOWN TAX DISTRICT
JEFFERSON COUNTY, WEST VIRGINIA

SCALE:	HORIZ.: 1"=150' VERT.:
DATE:	JANUARY 2023
JOB:	2665-0206
DRAWN: JCH	CHECK: JPG
CADD: C-CS-001.DWG	
NCS:	
SHEET:	06 OF 134

DRAFT

ALTERNATE MAINLINE WATER SYSTEM AGREEMENT

THIS AGREEMENT (the "Agreement") is made and effective this _____ day of _____, 2024, by and between the **CITY OF CHARLES TOWN, by and through the CHARLES TOWN UTILITY BOARD,** (hereinafter, the "CTUB") and Stanley Martin Homes, LLC (hereafter " the DEVELOPER").

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

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

WHEREAS, the DEVELOPER is planning to develop certain lands known as Stone Spring Subdivision ("the Development") situated within the Charles Town Water Service area and commercial property; and:

WHEREAS, the Development will be located along Keyes Ferry Road, approximately 1200' southeast of the Keyes Ferry Road and the Wild Geese Way intersection, and

WHEREAS, the DEVELOPER intends to construct up to 325 Single Family and Town Homes; and

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

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

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

WHEREAS, THE DEVELOPER has read Rule 7.5 of the Commission's Rules for the Government of Water 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.

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

ARTICLE I

DESIGN

Section 1.01. The DEVELOPER hereby agrees to employ qualified professional engineers to design a water distribution and storage system to provide satisfactory water distribution on-site and off-site, which is described and depicted in Exhibit A, a copy of which is attached hereto and made a part hereof. The on-site portion will include 13,750 linear feet of 8" PVC watermain. The off-site portion will include approximately 40 linear feet of 8-inch PVC watermain. Said designs will be developed at the DEVELOPER'S expense. All designs shall be reviewed and approved by CTUB's engineer prior to submission to the State of West Virginia Office of Environmental Health Services 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 Water Distribution System. The DEVELOPER further agrees to reimburse the CTUB for project costs to plan, design and inspect the construction of any transmission mains required to convey water from the system to his development.

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

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

ARTICLE II

CONSTRUCTION AND INSPECTION

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

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

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

Section 2.04. The DEVELOPER shall insure that each customer connected to the water distribution system at the time of transfer of ownership shall have a water meter installed. Said water meters, and their installation, must be approved by the CTUB. 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 $1,000.00 per week for part-time inspection service for water installation.

Section 2.05. The DEVELOPER shall provide to the CTUB a complete set of plans for the water distribution system and continually update these plans through the design and construction of the system. Upon completion of construction, the DEVELOPER shall provide to the CTUB reproducible mylars of "as built" plans for the system.

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

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

ARTICLE III

TRANSFER OF OWNERSHIP

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

Section 3.02. Upon receipt of the written notice described in S 3.01, the CTUB shall have ninety (90) days to inspect said water distribution system and any additional tests, at the CTUB'S expense, as the CTUB feels are appropriate and necessary to determine that the system is functioning in accordance with the design plans. Not later than ninety (90) days, the CTUB shall provide to the DEVELOPER, in writing, a list of changes, repairs, or additions which the CTUB believes are

necessary to place the DEVELOPER'S system in good and proper working condition, and a list of other actions which the DEVELOPER must take so that the system is completed in all respects. The DEVELOPER, at his own expense, shall make said changes, repairs and additions and take said actions which are directed by the CTUB. Once said changes, repairs and additions have been made and actions taken, the DEVELOPER will provide the CTUB with an additional written notice as set forth in S 3.01 and the CTUB shall have the same rights as it had upon receipt of the initial notice.

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

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

Section 3.05. On the same date that the DEVELOPER applies for a building permit to construct a residential, commercial or industrial building in the Service Area, the DEVELOPER shall pay to the CTUB (i) a non-refundable tap fee (unless tap is performed by the DEVELOPER) pursuant to approved CTUB tariff and (ii) the required Capacity Improvement Fees for each customer who, as a result of said building permit, will be connected to the water distribution system at the time of the transfer of ownership. "Customer" shall be defined as each Residential Usage Equivalent Unit, as determined by the Water Rate Ordinance. The CTUB will retain said fees in a separate trust account until the transfer of ownership has been completed. If the DEVELOPER fails to pay said fees, the CTUB may, at its option, refuse to accept ownership of the water distribution system.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES

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

Section 4.02. The DEVELOPER represents and warrants that the water distribution system will be designed and constructed in accordance with the CTUB'S specifications, and in a proper workmanlike manner using sound principles of engineering and construction. The DEVELOPER hereby warrants the DEVELOPER'S work on said system's lines, pumping facilities, storage facilities and other necessary appurtenances for one (1) year from the date of the transfer of ownership to the CTUB and will make such changes, repairs and additions, at the DEVELOPER'S expense, as are needed to maintain the water distribution system in a proper operation condition. All underground pipe in the system will be accepted by the CTUB "as is" at the time of the transfer of ownership of the system.

ARTICLE V

SUBSEQUENT CONNECTIONS

Section 5.01. The DEVELOPER agrees that after the transfer of the ownership of the water distribution system, or any portion thereof, to the CTUB, the DEVELOPER shall pay to the CTUB the required Capacity Improvement Fees for each customer who, as a result of said building permit, will be added to the system in the development. Payment shall be made on the same date the DEVELOPER applies for a building permit to construct the residential, commercial, or industrial building in the Service Area which will result in said additional customer. The "CUSTOMER" shall be defined as each Residential User Equivalent, as determined by the City's Water Rate Ordinance.

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

Section 5.03. The DEVELOPER shall insure that each additional CUSTOMER connection connected to the CTUB'S water distribution system shall have a water meter installed prior to connection to the system. Said water meter, and its installation, must be approved by the CTUB.

Section 5.04. The DEVELOPER hereby agrees that in the event that the DEVELOPER transfers any portion of the DEVELOPER'S land in the Development to any individual, corporation, or other entity who will engage in further development of said land, resulting in additional customers

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

Section 5.05. The DEVELOPER hereby agrees that he will pay the monthly water bill for any residential unit which is connected to the water system until the house is sold. It will then be the DEVELOPER'S responsibility to notify the CTUB upon change of ownership.

Section 5.06. As a condition to obtaining a main extension, the DEVELOPER shall grant CTUB the necessary easements which would allow CTUB to make future extensions into unserved areas. Such future extensions shall not adversely affect the intended use of the Developer's Property nor shall Developer incur any additional cost for granting of said easement or construction within the easement(s).The granting of the necessary easements by the Developer to CTUB shall be made without CTUB being required to pay additional consideration for the additional easements to the DEVELOPER, but shall be in reasonable locations. 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

MISCELLANEOUS PROVISIONS

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

The DEVELOPER hereby agrees to save and indemnify and keep harmless the CTUB against all liability claims and judgments or demands for damages arising from accidents to persons or property occasioned by the DEVELOPER, his agents or employees, and against all claims or demands for damages arising from accidents to the DEVELOPER, his agents or employees, whether occasioned by said DEVELOPER or his employees or by the CTUB or its employees or any other person or persons and the DEVELOPER will defend any and all suits that may be brought against the CTUB on account of any such accidents and will make good to, and reimburse, the CTUB for any expenditures that the CTUB may make by reason of such accidents.

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

subcontractors, and the DEVELOPERS shall keep the system and said property free and clear of all liens, claims, and encumbrances.

Section 6.02. CTUB will not reimburse the DEVELOPER for the installation cost or any other cost associated with the installation and construction of the water system. The DEVELOPER expressly waives any right to reimbursement under the Public Service Commission of West Virginia Rules and Regulations for the Government of Water Utilities, 150CSR7, Rule 7.5, Extension of Mains, a copy of which is attached hereto as Exhibit B and made a part hereof, and understands that the CTUB'S extension of service outlined in this Agreement herein shall be construed as an exemption to Rule 7.5 Extension of Mains. The DEVELOPER will collect reimbursement through appropriate pricing of real estate within its development.

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

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

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

Section 6.06. The article and section headings in this Agreement are merely for the convenient reference of the parties and shall not affect the meaning or interpretation of this Agreement.

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

By:_____

Its Chairman

ATTEST:

_____

Its Clerk

THE DEVELOPER

Stanley Martin Homes, LLC

By: _____

Vice President of Land Development

ATTEST:

_____

Its Secretary

EXHIBIT A

DEVELOPER'S PROJECT

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

EXHIBIT B

PUBLIC SERVICE COMMISSION RULE 5.5

Public Service Commission of West Virginia Rules and Regulations for the Government of Water Utilities, 150CSR7, Rule 7.5, Extension of Mains

utility and shall be solely responsible for service beyond the meter. The utility shall not serve other customers from a long service line.

7.4.2. If a road crossing is necessary to serve the customer, the utility shall install that portion of the line crossing under the road and shall locate the meter on the customer's side of the road; provided that the utility's distribution main lies within or adjacent to the existing road right-of-way. The customer shall be required to provide evidence to the utility that proper easements or rights-of-way have been obtained. Standards of service received by the customer shall be determined at the metering point. The customer shall not permit others to connect to the customer's water lines or receive water service from the customer's privately owned service line. In the event the utility's main is later extended to the customer's property line under Water Rule 7.5., the customer shall discontinue the use of his privately owned service line and shall pay all costs and charges authorized by the rules of the Commission and the rules and tariffs of the utility for water service from such extension, the same as if the customer had not previously laid and received service through a private service line. The provisions of this rule shall apply to all persons now or hereafter receiving water service through a privately owned service line extending from the utility's main to the property to be served.

7.5. Extension of mains to serve new customer(s) and customers currently served under Water Rule 7.4.

7.5.1. A water 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.

7.5.2. 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.

7.5.3. 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 net investment to serve existing customers.

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

7.5.5. Extensions for general water service.

7.5.5.a. The utility will respond to all inquiries regarding new water 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 7.5.8.g.

7.5.5.b. When extensions other than those made pursuant to Rule 7.5.8.g._are built, the customer pays for the customer service pipe and the utility pays for the utility service pipe.

7.5.5.c. The utility will, upon written request for service in the form of Water Form No. 4, by a prospective customer or group of prospective customers located in the same neighborhood, or a customer currently served under Water Rule 7.4., 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 Water Form No. 5, including pipe, valves, fittings, necessary materials, permits, 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 Water Form No. 5 to the customer in the form of Water 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 7.5.8.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 their 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.

7.5.5.d. Unless service is to be provided by a long service line pursuant to Water Rule 7.4., whenever the utility is required to extend service from an existing distribution main to property that does not immediately abut the utility's right-of-way or the public road that contains the distribution main, the extension shall be considered a main extension and cost responsibility shall be determined under Water Rule 7.5.5.

7.5.5.e. Where the cost of the extension does not exceed the estimated total net revenue, as calculated below, from hydrants and 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.

7.5.5.e.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 purposes of this rule, with this difference further reduced for any revenue based taxes.

7.5.5.e.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.

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

7.5.5.e.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.

7.5.5.e.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.

7.5.6. Extensions beyond the limit of utility-financed extensions of general water service and public fire service.

7.5.6.a. If the utility-estimated cost of the proposed extension required in order to furnish general water service exceeds the utility's estimate of total net revenue as determined by Water Rule 7.5.5.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 the original terminus, refund to the original depositor(s), an amount equal to the estimated total net revenue of the new customer as determined by Water Rule 7.5.5.d., but in no event shall the aggregate refund made to the depositor(s) exceed the original deposit. Provided that associations, public service districts and municipal water 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.

7.5.7. Alternate depositor-financed extension plan.

7.5.7.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.

7.5.7.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.

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

7.5.7.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, and the proposed agreement.

7.5.7.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.

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

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

7.5.7.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 Water Rule 7.5.5.d.; and

7.5.7.b.3. agreeing to refund to the original depositor(s) an amount equal to the estimated total net revenue as defined in Water Rule 7.5.5.e. 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 Water Rule 7.5.5.d.

7.5.7.c. In no event shall the total refund made to the depositor(s) under Water Rule 7.5.7. exceed the original deposit of the depositor(s).

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

7.5.8. General Provisions.

7.5.8.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.

7.5.8.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 consumption estimated for the proposed customer or customers requires a larger pipe.

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

7.5.8.d. The utility reserves the right to further extend its distribution 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.

7.5.8.e. In determining the length of water line to be installed in an urban area when land is subdivided into lots, the main, or water 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 water 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.

7.5.8.f. Before water 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.

7.5.8.g. Alternate Main Extension Agreements.

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

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

7.5.8.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.

7.5.8.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.

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

7.5.8.g.6. An alternate main extension agreement shall be filed with and approved by the Commission prior to 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 Water Rule 7.5 and a statement signed by the prospective customer that the customer has reviewed and understands the provisions of Water Rule 7.5.7. which entitle 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.

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

7.5.8.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.

7.5.8.j. Right-of-Way.

7.5.8.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.

7.5.8.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.

7.5.8.j.3. As a condition to obtaining a main extension, property owner or developer must grant the utility the necessary easements to 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.

7.5.8.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.

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

7.5.9.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.

7.5.9.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.

7.5.9.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.

7.5.9.d. If rates for the new customers served by a public service district 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.

7.6. Water Losses.

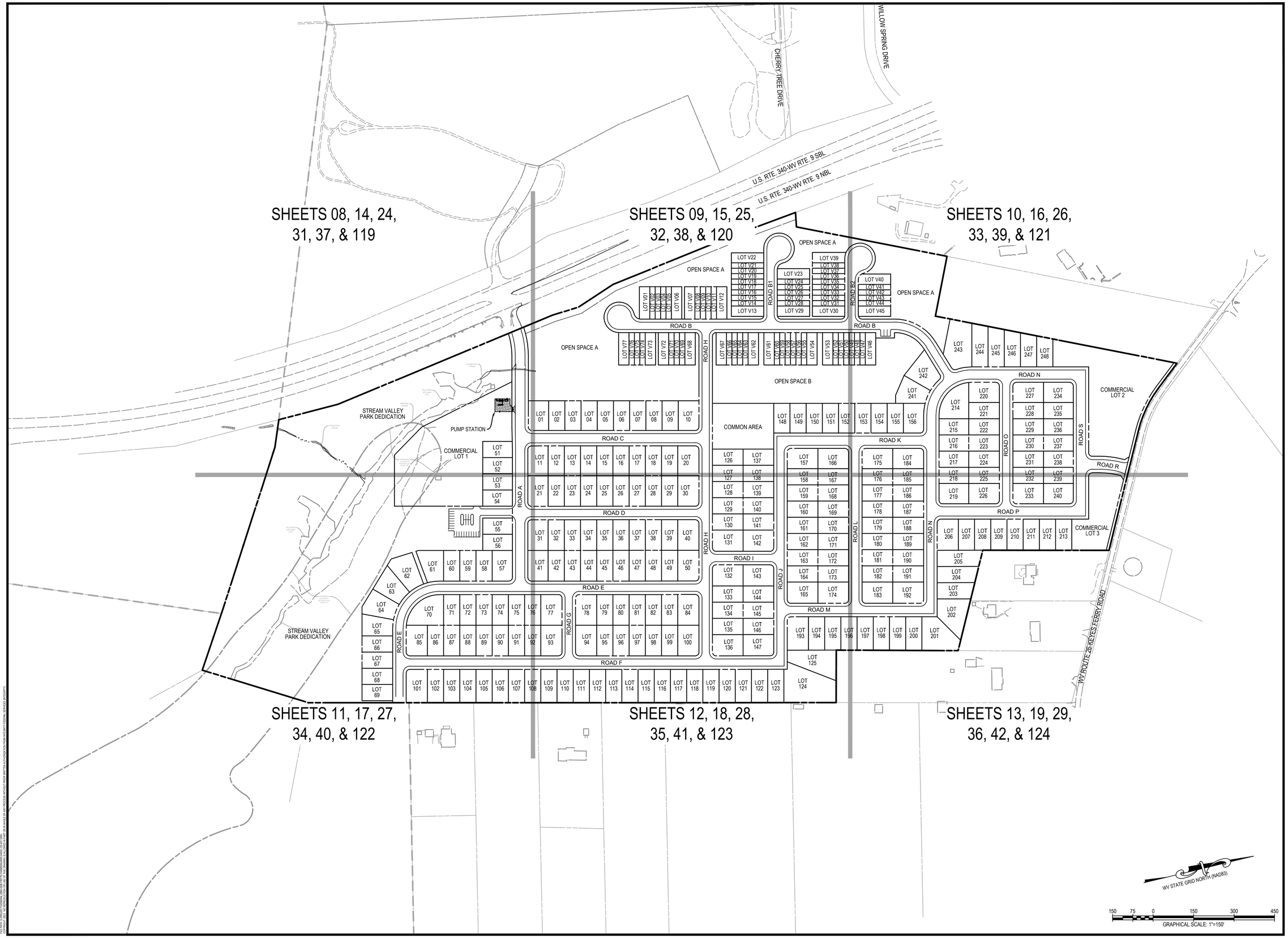
7.6.1. Each utility shall determine either by actual measurement or by estimate the amount of "Water Losses" as defined in Water Rule 3.17. in each division of its system and report, separately, to the Commission in its annual report. If the reported Water Losses are in excess of fifteen percent (15%) of the water supply delivered into the transmission and distribution system on an annual basis, the utility will state the remedial actions it proposes to take. A utility may seek assistance from the Commission regarding remediation of water losses in excess of fifteen percent (15%).

7.7. Cross connections and back flow prevention regulations.

7.7.1. See West Virginia Bureau for Public Health legislative rules pertaining to cross-connections and backflow prevention codified at 64CSR15 (effective March 13, 2004).

7.7.2. All utilities that have adopted a standard or uniform cross-connection and backflow program pursuant to §64-15-8.2 of the *West Virginia Code of State Rules* must file the details of such programs with the Commission. Such programs will be approved as filed unless it can be shown that the program violates an existing Commission rule.

7.8. Standard pressure.



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JASON P. GERHART
REGISTERED
No. 19127
STATE OF WEST VIRGINIA
PROFESSIONAL ENGINEER
3-16-23

REVISIONS

1. 01/31/2023 - CITY OF CHARLES TOWN 1ST SUBMISSION
1. 03/16/2023 - WVDOH, CTUB, AND CITY OF CHARLES TOWN COMMENTS

OVERALL SITE PLAN

STONE SPRING SUBDIVISON

TAX MAP 15, PARCEL 01; D.B. 451, PG. 745
CITY OF CHARLES TOWN TAX DISTRICT
JEFFERSON COUNTY, WEST VIRGINIA

SCALE:	HORIZ.: 1"=150' VERT.:
DATE:	JANUARY 2023
JOB:	2665-0206
DRAWN: JCH	CHECK: JPG
CADD: C-CS-001.DWG	
NCS:	
SHEET:	06 OF 134

CHARLES TOWN UTILITY BOARD

Wednesday, August 28, 2024

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

Collection System Project Resolution and Bidding Schedule

Attachments:

Resolution 2024-03 Collection System Bonding Resolution.pdf
Memo to Charles Town City Council Regarding Schedule.pdf
Authorization to Advertise.pdf

Charles Town
Utility Board

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

UTILITY BOARD

CHAIRMAN
City of Charles Town City Manager John Nissel

VICE CHAIRMAN
City of Ranson Mayor Duke Pierson

TREASURER
Thomas Stocks

SECRETARY
Ashley Stottlemyer

Board Member Heidi Parker

UTILITY MANAGER
Kristen Stolipher

RESOLUTION NO. 2024-03
CHARLES TOWN UTILITY BOARD

Combined Waterworks and Sewerage System
Revenue Bonds, Series 2024 A and Series 2024 B

WHEREAS there is need for the Charles Town Utility Board by and for Water and Sewer operations to adopt Water and Sewer Budgets for Fiscal Year 2025;

WHEREAS it has been determined that certain CITY OF CHARLES TOWN (WEST VIRGINIA) Combined Waterworks and Sewerage System Refunding Revenue Bonds require the following:

The Charles Town Utility Board ("CTUB") hereby petitions the Council of the City of Charles Town ("City") to enact an ordinance directing the issuance by the City of its Combined Waterworks and Sewerage System Revenue Bonds, Series 2024 A and Series 2024 B, in an aggregate principal amount not to exceed $5,000,000 (collectively, the "Bonds") pursuant to the provisions of Chapter 8, Article 20 of the West Virginia Code of 1931, as amended, such bonds to be in an aggregate amount not to exceed $5,000,000, in one or more series, for the purpose of financing the costs of design, acquisition, construction and equipping of certain additions, betterments and improvements to the sanitary sewerage portion of the combined waterworks and sewerage system of the City, specifically the following:

Collection System Project. The intent of this project is to reduce sewer flow in the Old Town Ranson gravity sewer system and address various necessary infrastructure improvements within the sanitary sewerage collection system. The project includes improvements to the Burr East Pump Station, the Moose Lodge Pump Station, the Jett's Farm Pump Station and force main, and the Flowing Springs Pump Station. Also included in the Project is the decommissioning of the Forrest Avenue and 11th Street Pump Stations, construction of the Lakeland Place Pump Station, extension of the Clarence Drive Pump Station force main through Jefferson Memorial Park, and upgrade of the Evitt's Run gravity line. Collectively all of the above discussed additions, betterments, and improvements, together with all appurtenant facilities, are referred to as the "Collection System Project."

Proceeds of the Bonds will also be used to pay the costs of issuance thereof and related costs.

NOW, THEREFORE, BE IT RESOLVED, that the Charles Town Utility Board hereby petitions the City to enact an ordinance for the funding and construction of the Collection System Project, dated this day, August 28, 2024.

CHARLES TOWN UTILITY BOARD

By: _____
Its: Chairman

John C. Stump, Esquire
Chase Tower, 17th Floor (25301)
P.O. Box 1588
Charleston, WV 25326-1588
304.353.8196 Office 304.933.8704 Fax
304.549.8196 Cell
john.stump@steptoe-johnson.com

MEMORANDUM

To: **The City Council of the City of Charles Town**
The Honorable Robert Trainor, Mayor

From: **John C. Stump**

Date: **August 23, 2024**

Re: **Proposed Ordinance Schedule for Combined Waterworks and Sewerage System Revenue Bonds, Series 2024 A and Series 2024 B**

The purpose of this memorandum is to propose a schedule for the necessary actions of the City Council (the "Council") of the City of Charles Town (the "City") and the Charles Town Utility Board (the "Utility Board") related to enactment of an ordinance (the "Bond Ordinance") authorizing the issuance by the City of its Combined Waterworks and Sewerage System Revenue Bonds, Series 2024 A and Series 2024 B, in an aggregate principal amount not to exceed $5,000,000 (collectively, the "Bonds"). The proceeds of the Bonds will be used to finance the design, acquisition, construction and equipping of the Collection System Project, the description of which is below:

Collection System Project. The intent of this project is to reduce sewer flow in the Old Town Ranson gravity sewer system and address various necessary infrastructure improvements within the sanitary sewerage collection system. The project includes improvements to the Burr East Pump Station, the Moose Lodge Pump Station, the Jett's Farm Pump Station and force main, and the Flowing Springs Pump Station. Also included in the Project is the decommissioning of the Forrest Avenue and 11th Street Pump Stations, construction of the Lakeland Place Pump Station, extension of the Clarence Drive Pump Station force main through Jefferson Memorial Park, and upgrade of the Evitt's Run gravity line. Collectively all of the above discussed additions, betterments, and improvements, together with all appurtenant facilities, are referred to as the "Collection System Project."

A proposed schedule for enactment of the Bond Ordinance to authorize the issuance of the Bonds is set forth below. In preparing this schedule, I have assumed (i) the shortest time frames between each step permitted by state law while accommodating the newspaper publication schedule; and (ii) as well as affirmative Council action at each meeting. These assumptions are made solely for purposes of preparing this schedule and are not meant to infer that any decision by Council or CTUB is pre-determined. This schedule does not contemplate a referral of the Bond Ordinance to the ordinance committee.

August 28, 2024 — 4:00 p.m. CTUB Regular Meeting

- Consideration of Resolution Requesting Issuance of Bonds

September 16, 2024 — 7:00 p.m. Council Regular Meeting

- First Reading and Approval of Bond Ordinance

October 7, 2024 — 7:00 p.m. Council Regular Meeting

- Second Reading and Adoption of Bond Ordinance

October 9, 2024 — First Publication in the *Spirit of Jefferson and Farmer's Advocate* of Notices of Public Hearing for October 21, 2024 for:*

- Public Hearing on Bond Ordinance

October 16, 2024 — Second Publication in the *Spirit of Jefferson and Farmer's Advocate* of Notices of Public Hearing for October 21, 2024 for:*

- Public Hearing on Bond Ordinance

October 21, 2024 — 7:00 p.m. Council Regular Meeting

- Public Hearing on Bond Ordinance
- Third Reading and Enactment of Bond Ordinance

*Steptoe & Johnson will arrange all publications for the public hearing.

Finally, please note that the enactment of the Bond Ordinance does not, in anyway, obligate the City to issue the Bonds or proceed with the Collection System Project. Following the enactment of the Bond Ordinance and the receipt of construction bids for the Collection System Project, City Council will be presented with a Supplemental Parameters Resolution (the "Resolution") for consideration. The Resolution is the final official action of the City Council which is required for the issuance of the Bonds.

west virginia department of environmental protection

Division of Water and Waste Management
601 57th Street, SE
Charleston, WV 25304
Phone: 304-926-0495 / Fax: 304-926-0496

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

August 27, 2024

The Honorable Bob Trainor
Mayor, City of Charles Town
101 East Washington Street
Charles Town, WV 25414

RE: City of Charles Town Utility Board
2022 Collection System Project
SRF No. C-544686
Authorization to Advertise

Dear Mayor Trainor:

You are hereby authorized to advertise for bids. Please refer to our approval letter on the plans and specifications regarding any technical requirements to be met prior to opening bids. The project should, as a minimum, be published in newspapers as a Class II legal advertisement not less than 30 days prior to the date on which bids are to be received. A copy of the legal advertisement should be sent to Paige Parrish of our office.

Your project has been designated as a "non-equivalency" project under the Clean Water State Revolving Fund Program (CWSRF), which means that no federal requirements will apply, except for Davis Bacon. CWSRF state regulations will still apply to the project.

When the project is advertised, the following statements must appear in the advertisement for bids:

NONDISCRIMINATION IN EMPLOYMENT

Bidders on this work will be required to comply with the President's Executive Order No. 11246. The requirements for bidders and contractors under this order are explained in the specifications.

SUSPENSION AND DEBARMENT

Recipient shall not entertain the use of businesses that are listed on the 'System for Award Management (SAM)' at www.sam.gov in accordance with 2 CFR Part 1532 and Subpart B and C of 2 CFR Part 180."

DBE REQUIREMENTS

Each bidder must fully comply with the Disadvantaged Business Enterprises, and Affirmative Action requirements, as identified in the contract documents.

The Bidder agrees to make "positive efforts" to subcontract a portion of the total value of the contract to Disadvantaged Business Enterprises. This shall be done in compliance with the six (6) affirmative steps as outlined in 40 CFR 33.240. Failure to demonstrate positive efforts to do so may lead to rejection of bids. For this program, the term "subcontract" includes all construction, modification, and service work contracted for by the bidder in the execution of the work under this contract.

An application will be provided after the bids are received. A conference call will be initiated approximately 10 calendar days after bids are received to determine outstanding issues and establish a tentative closing date.

Should you have any questions in the interim, please contact Paige Parrish at (304) 926-0499, ext. 43837 or paige.m.parrish@wv.gov.

Sincerely,

Katheryn D. Emery, P.E.
Program Manager
State Revolving Funds Program

KE/pp

cc: Mr. John Cole, Rummel, Klepper & Kahl, LLC (via e-mail)
Ms. Rhiannon Dodge, Rummel, Klepper & Kahl, LLC (via e-mail)
Mrs. Kristen Stolipher, City of Charles Town Utility Board (via e-mail)
Ms. Samme Gee, Esquire, Jackson Kelly PLLC (via e-mail)
Ms. Julie Merow, Esquire, Jackson Kelly PLLC (via e-mail)
Mr. Wayne Morgan, WV IJDC (via e-mail)
Ms. Marie Prezioso, WDA (via e-mail)

Charles Town Utility Board - 2022 Sewer Collection System Project

Option A

DRAFT

IJDC PROJECT 2021S-2041 CWSRF Project C544686

8/26/2024

A. COST OF PROJECT	TOTAL	CWSRF Loan (0.25%, 0.25% admin, 40yr)	CWSRF Loan (2.75%, 0.25% admin, 20yr)	CWSRF "Green" Principal Forgiveness	Capacity Improvement Fee	CTUB Internal Funding Contribution	Economic Enhancement Grant
	9,582,000.00	**2,844,984.00**	**216,016.00**	**500,000.00**	**3,347,200.00**	**1,053,800.00**	**1,620,000.00**
1 Construction							
a. Contract 1	7,530,100.00	2,829,659.00	200,691.00	500,000.00	2,379,750.00	0.00	1,620,000.00
2 Construction Contingency	753,010.00	0.00	0.00	0.00	753,010.00	0.00	0.00
3 Legal	140,000.00	0.00	0.00	0.00	0.00	140,000.00	0.00
4 Accountant (Kunkle)	30,000.00	0.00	0.00	0.00	0.00	30,000.00	0.00
5 Technical Services							
a Study and Report	58,500.00	0.00	0.00	0.00	0.00	58,500.00	0.00
b. Preliminary Design	168,720.00	0.00	0.00	0.00	0.00	168,720.00	0.00
c Final Design	230,280.00	0.00	0.00	0.00	0.00	230,280.00	0.00
d Bidding and Negotiation	37,000.00	0.00	0.00	0.00	0.00	37,000.00	0.00
e Eng. During Construction	100,000.00	0.00	0.00	0.00	0.00	100,000.00	0.00
f Project Inspection	200,000.00	0.00	0.00	0.00	200,000.00	0.00	0.00
g Special Services							
i. Geotechnical	18,990.00	0.00	0.00	0.00	0.00	18,990.00	0.00
ii. Land Surveys & Easement	47,700.00	0.00	0.00	0.00	0.00	47,700.00	0.00
iii. Engineering Surveys	30,700.00	0.00	0.00	0.00	0.00	30,700.00	0.00
iv. Funding Applications	4,200.00	0.00	0.00	0.00	0.00	4,200.00	0.00
6 Administration							
a Project Administrator	0.00	0.00	0.00	0.00	0.00	0.00	0.00
b Other Admin (legal ads, conf calls)	10,000.00	0.00	0.00	0.00	0.00	10,000.00	0.00
7 Lands / Easements							
a Easements	50,600.00	0.00	0.00	0.00	0.00	50,600.00	0.00
b R/W Agent	102,200.00	0.00	0.00	0.00	0.00	102,200.00	0.00
8 Permits	7,000.00	0.00	0.00	0.00	0.00	7,000.00	0.00
9 Plats	12,350.00	0.00	0.00	0.00	12,000.00	350.00	0.00
10 Project Contingency	10,000.00	0.00	0.00	0.00	2,440.00	7,560.00	0.00
11 Sub Total line 1 thru 10	**9,541,350.00**	**2,829,659.00**	**200,691.00**	**500,000.00**	**3,347,200.00**	**1,043,800.00**	**1,620,000.00**
B. Cost of Financing							
12 Registrar Fees	650.00	325.00	325.00	0.00	0.00	0.00	0.00
13 Bond Counsel (S&J)	40,000.00	15,000.00	15,000.00	0.00	0.00	10,000.00	0.00
14 Sub Total Cost of Financing	40,650.00	15,325.00	15,325.00	0.00	0.00	10,000.00	0.00
15 Total Project Cost (Line 10 + Line 14)	**9,582,000.00**	**2,844,984.00**	**216,016.00**	**500,000.00**	**3,347,200.00**	**1,053,800.00**	**1,620,000.00**
C. SOURCES OF OTHER FUNDS							
16 State Grant (EEGF)	1,620,000.00	0.00	0.00	0.00	0.00	0.00	1,620,000.00
17 Federal Grant (CWSRF)	500,000.00	0.00	0.00	500,000.00	0.00	0.00	0.00
18 Capital Improvement Fee	3,347,200.00	0.00	0.00	0.00	3,347,200.00	0.00	0.00
19 Internal Funding Contribution	1,053,800.00	0.00	0.00	0.00	0.00	1,053,800.00	0.00
20 City APRA Contribution	0.00	0.00	0.00	0.00	0.00	0.00	0.00
21 Total Grants	6,521,000.00	0.00	0.00	500,000.00	3,347,200.00	1,053,800.00	1,620,000.00
22 Total Bond Issue	**3,061,000.00**	**2,844,984.00**	**216,016.00**	**0.00**	**0.00**	**0.00**	**0.00**
23 Total Project Funding (Line 21 + Line 22)	**9,582,000.00**						

Charles Town Utility Board

RK&K, LLP

Charles Town Utility Board - 2022 Sewer Collection System Project

Option B

DRAFT

IJDC PROJECT 2021S-2041 CWSRF Project C544686

8/26/2024

A. COST OF PROJECT	TOTAL	CWSRF Loan (0.25%, 0.25% admin, 40yr)	CWSRF Loan (2.75%, 0.25% admin, 20yr)	CWSRF "Green" Principal Forgiveness	Capacity Improvement Fee	CTUB Internal Funding Contribution	Economic Enhancement Grant
	6,614,960.00	**2,844,984.00**	**216,016.00**	**500,000.00**	**1,312,960.00**	**664,000.00**	**1,077,000.00**
1 Construction							
a. Contract 1	7,530,100.00	0.00	0.00	0.00	0.00	0.00	0.00
b. Deduct - FS Pump Station (*Project in FY 2025)	(2,710,000.00)	0.00	0.00	0.00	0.00	0.00	0.00
2 Sub Total line 1	4,820,100.00	2,824,659.00	195,691.00	500,000.00	222,750.00	0.00	1,077,000.00
3 Construction Contingency	497,000.00	0.00	0.00	0.00	497,000.00	0.00	0.00
4 Sub Total line 2 and 3	**5,317,100.00**	**2,824,659.00**	**195,691.00**	**500,000.00**	**719,750.00**	**0.00**	**1,077,000.00**
B. Cost of Legal, Engineering and Soft Costs							
5 Legal	140,000.00	0.00	0.00	0.00	0.00	140,000.00	0.00
6 Accountant (Kunkle)	30,000.00	0.00	0.00	0.00	0.00	30,000.00	0.00
7 Technical Services							
a Study and Report	58,500.00	0.00	0.00	0.00	58,500.00	0.00	0.00
b. Preliminary Design	168,720.00	0.00	0.00	0.00	168,720.00	0.00	0.00
c Final Design	230,280.00	0.00	0.00	0.00	0.00	230,280.00	0.00
d Bidding and Negotiation	37,000.00	0.00	0.00	0.00	37,000.00	0.00	0.00
e Eng. During Construction	100,000.00	0.00	0.00	0.00	100,000.00	0.00	0.00
f Project Inspection	200,000.00	0.00	0.00	0.00	200,000.00	0.00	0.00
g Special Services							
i. Geotechnical	18,990.00	0.00	0.00	0.00	18,990.00	0.00	0.00
ii. Land Surveys & Easement	47,700.00	0.00	0.00	0.00	0.00	47,700.00	0.00
iii. Engineering Surveys	30,700.00	0.00	0.00	0.00	0.00	30,700.00	0.00
iv. Funding Applications	4,200.00	0.00	0.00	0.00	0.00	4,200.00	0.00
8 Administration							
a Project Administrator	0.00	0.00	0.00	0.00	0.00	0.00	0.00
b Other Admin (legal ads, conf calls)	10,000.00	0.00	0.00	0.00	0.00	10,000.00	0.00
9 Lands / Easements							
a Easements	50,600.00	0.00	0.00	0.00	0.00	50,600.00	0.00
b R/W Agent	102,135.00	0.00	0.00	0.00	0.00	102,135.00	0.00
10 Permits	7,000.00	0.00	0.00	0.00	0.00	7,000.00	0.00
11 Plats	11,385.00	0.00	0.00	0.00	0.00	11,385.00	0.00
12 Project Contingency	10,000.00	0.00	0.00	0.00	10,000.00	0.00	0.00
13 Sub Total line 5 thru 12	**1,257,210.00**	**0.00**	**0.00**	**0.00**	**593,210.00**	**664,000.00**	**0.00**
C. SOURCES OF OTHER FUNDS							
14 Registrar Fees	650.00	325.00	325.00	0.00	0.00	0.00	0.00
15 Bond Counsel (S&J)	40,000.00	20,000.00	20,000.00	0.00	0.00	0.00	0.00
16 Sub Total line 14 thru 15	**40,650.00**	**20,325.00**	**20,325.00**	**0.00**	**0.00**	**0.00**	**0.00**
17 Total Project Cost Line 4+13+16	**6,614,960.00**	**2,844,984.00**	**216,016.00**	**500,000.00**	**1,312,960.00**	**664,000.00**	**1,077,000.00**
D. SOURCES OF OTHER FUNDS							
18 CWSRF Loan (40 Year)	2,844,984.00	2,844,984.00	0.00	0.00	0.00	0.00	0.00
19 CWSRF Loan (20 Year)	216,016.00	0.00	216,016.00	0.00	0.00	0.00	0.00
20 Sub Total Bond Issue	**3,061,000.00**	0.00	0.00	0.00	0.00	0.00	0.00
21 State Grant (EEGF)	500,000.00	0.00	0.00	500,000.00	0.00	0.00	0.00
22 Federal Grant (CWSRF)	1,077,000.00	0.00	0.00	0.00	0.00	0.00	1,077,000.00
23 Sub Total Grant Funds	**1,577,000.00**	0.00	0.00	0.00	0.00	0.00	0.00
24 Capital Improvement Fee	1,312,960.00	0.00	0.00	0.00	1,312,960.00	0.00	0.00
25 Internal Funding Contribution	664,000.00	0.00	0.00	0.00	0.00	664,000.00	0.00
26 Sub Total Internal Funds	**1,976,960.00**	0.00	0.00	0.00	0.00	0.00	0.00
27 Total Project Funding (Line 18, 21 and 24)	**6,614,960.00**						

* **FSPS Rehab Project - $950,000 yo be completed in 2025 and funded with internal funds. The costs for the CS Project is $6,614,960 plus the $950,000 for a total of $7,564,960.**

Charles Town Utility Board

RK&K, LLP

CHARLES TOWN UTILITY BOARD

Wednesday, August 28, 2024

Regular Meeting

661 South George Street
Charles Town, WV 25414

Utility Manager Report

Attachments:

Emails for Record.pdf

Kristen Stolipher

From: Kristen Stolipher
Sent: Tuesday, July 23, 2024 12:10 PM
To: 'jnissel@charlestownwv.us'; 'Keith Pierson'; 'Thomas Stocks'; Heidi Parker; 'kupson@jeffersoncountywv.org'
Cc: Bob Trainor; Robert R. Rodecker
Subject: Due Diligence Information
Attachments: CTUB Due Diligence Letter.pdf; CTUB Wastewater Due Diligence Checklist by Priority Level.pdf

All:
Several weeks ago, upon request from West Virginia American Water, two of their marketing folks came in to the office to sit down with myself and Mayor Trainor. The purpose of the meeting according to the original request was to "Discuss some wastewater plans WVAW is working through as well as talk on potential service areas for water with regard to future development".

It seems that they are interested in assessing the details of our wastewater system with a potential to make an offer for purchase of the CTUB wastewater system. Based on the discussion during the meeting, the only potential to "talk on potential service areas for water with regard to future development" was hinged on sale of the CTUB wastewater system.

The attached documents were received today and I will include them in the Board packet for the meeting in August 14, 2024 for discussion and review by the Board.

Please let me know if there are any questions.

Thanks,
Kristen

Kristen M. Stolipher
Utility General Manager
Charles Town Utility Board
661 South George Street, Suite 101
Charles Town, WV 25414
Office: (304) 724-7080
Cell: (304)-904-7359
Email: kstolipher@ctubwv.com

From: Brooks Crislip <Brooks.Crislip@amwater.com>
Sent: Tuesday, July 23, 2024 8:30 AM

To: Kristen Stolipher <kstolipher@ctubwv.com>
Subject: Due Diligence Information

Good morning Kristen,

Attached is a letter detailing the proposed due diligence process regarding the wastewater system as well as a list of documentation we'd review as part of that process. Once you've had a chance to review, please let me know if you have any questions or need anything else.

Thanks again!

Brooks Crislip, Director of Business Development

West Virginia American Water

1600 Pennsylvania Ave

Charleston, WV 25302

C: 304-993-9643

E: brooks.crislip@amwater.com

American Water Home Page

West Virginia American Water Home Page

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WEST VIRGINIA
AMERICAN WATER

July 23, 2024

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

Re: WVAW / Charles Town Wastewater – Due Diligence Proposal

Dear Kristen,

Please accept this letter as a written indication of West Virginia American Water's ("WVAW") interest in partnering with the Charles Town Utility Board (hereinafter "CTUB" or "City") to collaboratively engage in a due diligence review of the City of Charles Town's sewer assets. At the conclusion of the due diligence review period, it is WVAW's intent to provide the City with a formal offer for consideration, with the City being under no obligation to accept any such offers or other proposals.

The due diligence review process, which we anticipate lasting between two and three months in total, simply involves the sharing of information to allow WVAW to provide Charles Town with an accurate and comprehensive offer. The analysis and costs associated with the review are entirely borne by WVAW and we structure the process to avoid creating any disruptions or unnecessary burdens for the utility.

This collaboration would involve sharing information including, but not limited to, operational data, asset details and a review of their physical condition, financial records, and regulatory compliance documentation. Any information obtained during this process will be kept strictly confidential and used solely for the purpose of conducting the evaluation referenced herein.

The process itself is generally broken into three stages:

- **STAGE 1 – Document Sharing (1 month)**: Staying in regular communication with CTUB-designated representatives, WVAW creates a secure online portal for easy document sharing. WVAW works with the utility to assist with locating and uploading documents to be reviewed. WVAW also coordinates with utility designees to do a guided, one-day, on-site and in-person inspection of the systems.

- **STAGE 2 – Evaluation (1 to 2 months):** WVAW performs a detailed review and analysis of the information provided. This includes a comprehensive system needs study accompanied by a 5-year capital investment plan to determine the most immediate needs of the system, a rate impact study to determine the effect on customer rates, and a financial model to determine debt repayment obligations and potential proceeds to Charles Town.

- **STAGE 3 – Offer Presentation:** WVAW provides the City with a formal written offer in the form of an Asset Purchase Agreement, which will detail the proposed terms and purchase price. WVAW and the City work together to finalize the agreement's terms and other related details while also getting the necessary approvals from pertinent boards and councils, as well as hosting public information sessions and hearings as required or requested.

After completing Stage 3 of the process, any agreements reached would then be submitted to the West Virginia Public Service Commission for its review and approval. A potential transaction would close and become final upon the Commission's approval, at which time the purchase price, less payment of any outstanding debts or other obligations, would be wire transferred to an account designated by the City and ownership of the assets would officially change hands.

As part of any offer and eventual agreement and subject to further due diligence review, WVAW anticipates it will offer employment to CTUB's current wastewater employees, in accordance with WVAW's customary screening procedures and employment criteria. Hired employees will receive compensation and benefits aligned to the compensation and benefits provided to similarly situated employees of WVAW.

The ultimate goal of this process is to provide both Charles Town and WVAW with an opportunity to thoroughly assess the benefits of an eventual transaction. We are confident that working together holds the potential to help Charles Town and the surrounding communities meet its ever-evolving wastewater needs.

We greatly appreciate your consideration of this proposal and look forward to working together throughout this process and into the future.

Sincerely,

Brooks H. Crislip
Director of Business Development, WVAW
brooks.crislip@amwater.com
(304) 993-9643

WEST VIRGINIA AMERICAN WATER

DUE DILIGENCE INFORMATION REQUESTS
WASTEWATER

Priority 1

- Asset list and depreciation schedule (including year built/acquired and original cost)
- Loans, bonds, or grants (amount, year received, funding agencies, projects funded)
- Collection system map
- Combined Sewer Overflows (locations, dates of occurrences with duration, etc.)
- Contact information for consulting engineer
- Lift Station information (location, GPM, HP, wet well diameter, year built, etc.)
- List of known system needs
- Notices of Violation, Consent Orders (state and federal)
- Plant information (location, capacity, average daily treatment, etc.)

Priority 2

- Complete Long Term Control Plan
- Historical Discharge Monitoring Reports
- NPDES Permit
- Other Permits (DEP, EPA)
- List of planned projects for the next five years
- Any employee union affiliations
- Employee certifications (CDL, plant operator licenses, etc.)
- List of and copies of pending litigation or other legal actions
- List of pending complaints (PSC formal complaints or informal complaints)

Priority 3

- Historical summary of system (when originally built, major expansions)
- Copy of employee handbook
- Description of employee benefits, including costs
- Organization chart with names and titles (plus any vacancies)

Kristen Stolipher

From: Kristen Stolipher
Sent: Tuesday, July 30, 2024 11:16 AM
To: Heidi Parker
Subject: Next week

Heidi,
I wanted to see if you had any time available next week for a quick meeting to discuss a few things. Let me know what your availability may be.

Thanks,
Kristen

Kristen M. Stolipher
Utility General Manager
Charles Town Utility Board
661 South George Street, Suite 101
Charles Town, WV 25414
Office: (304) 724-7080
Cell: (304)-904-7359
Email: kstolipher@ctubwv.com

Kristen Stolipher

From: Kristen Stolipher
Sent: Tuesday, August 6, 2024 12:52 PM
To: jnissel@charlestownwv.us; Keith Pierson; Thomas Stocks; Heidi Parker; kupson@jeffersoncountywv.org
Cc: Bob Trainor; Robert R. Rodecker; April Shultz; Ashley Stottlemyer
Subject: RE: Due Diligence Information
Attachments: Screensho003.jpg; Screensho002.jpg; Screensho001.jpg; Screensho.jpg

All:
I attended the City Council meeting last evening to provide an update on various projects for the Utility Board. After significant discussion about CTUB's on-going projects, I was also questioned on the meeting that myself, Mayor Trainor and Ashley participated in with West Virginia American Water. As I have always been fully transparent on all fronts, I provided a brief update to Council in advance of even being able to brief the Utility Board. WVAW has been attempting to make deals with all Utilities in the State as well as many of the Utilities in this area. When asked during the meeting with WVAW about my opinion of them offering a proposal to CTUB/the City of Charles Town, I responded that it is the Utility Board's responsibility to make that decision. I then requested that they put their "ask" in writing and be prepared to present to the CTUB Board of Directors.

This morning I received the attached statements posted on the Jefferson County Sewer Water Facebook page. Contrary to what was posted on this site that is overseen and operated by Ms. Parker and Ms. Milliron, there were no "closed door meetings, secret meeting, segway to make sure the peon ratepayers are owned by WVAW or thoughts of engaging or partnering" with WVAW.

If the Board of Directors ever asked me how I felt about some purchase of CTUB by WVAW, I would be adamantly opposed just as I was through the purchase of JUI. It is unfortunate that now we have mass panic on an issue that the Board of Directors hasn't even been able to discuss. CTUB has maintained low rates for our customers and operates in a way that requires growth to pay for growth and not the existing ratepayers. I feel that publicly owned and operated Utilities will always be in the best interest of this community.

It is disheartening to have received several calls this morning from my staff worried about seeing these statements on social media and concerned of the "possibility of WVAW purchasing CTUB". That was never discussed in the meeting. It is also a shame that the Board did not have an opportunity to discuss this without such an unvalidated attack on myself and on an uneventful meeting. I will always continue to work for what is best for this Utility and for our staff who work very hard each and every day. They certainly don't deserve to worry with unfounded conspiracy theories.

I am hopeful the discussion between the Board next week puts this issue to rest and I would hope in the future that these issues are left for the entire Board to discuss.

Regards,
Kristen

Kristen M. Stolipher
Utility General Manager
Charles Town Utility Board
661 South George Street, Suite 101
Charles Town, WV 25414
Office: (304) 724-7080
Cell: (304)-904-7359
Email: kstolipher@ctubwv.com

From: Kristen Stolipher
Sent: Tuesday, July 23, 2024 12:10 PM
To: 'jnissel@charlestownwv.us' <jnissel@charlestownwv.us>; 'Keith Pierson' <dukepierson8@gmail.com>; 'Thomas Stocks' <tstocks316@gmail.com>; Heidi Parker <HParker@ctubwv.com>; 'kupson@jeffersoncountywv.org' <kupson@jeffersoncountywv.org>
Cc: Bob Trainor <btrainor@charlestownwv.us>; Robert R. Rodecker <rrodecker@kaycasto.com>
Subject: Due Diligence Information

All:
Several weeks ago, upon request from West Virginia American Water, two of their marketing folks came in to the office to sit down with myself and Mayor Trainor. The purpose of the meeting according to the original request was to "Discuss some wastewater plans WVAW is working through as well as talk on potential service areas for water with regard to future development".

It seems that they are interested in assessing the details of our wastewater system with a potential to make an offer for purchase of the CTUB wastewater system. Based on the discussion during the meeting, the only potential to "talk on potential service areas for water with regard to future development" was hinged on sale of the CTUB wastewater system.

The attached documents were received today and I will include them in the Board packet for the meeting in August 14, 2024 for discussion and review by the Board.

Please let me know if there are any questions.

Thanks,
Kristen

Kristen M. Stolipher
Utility General Manager
Charles Town Utility Board
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Cell: (304)-904-7359
Email: kstolipher@ctubwv.com

From: Brooks Crislip <Brooks.Crislip@amwater.com>
Sent: Tuesday, July 23, 2024 8:30 AM
To: Kristen Stolipher <kstolipher@ctubwv.com>
Subject: Due Diligence Information

Good morning Kristen,

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Thanks again!

Brooks Crislip, Director of Business Development

West Virginia American Water

1600 Pennsylvania Ave

Charleston, WV 25302

C: 304-993-9643

E: brooks.crislip@amwater.com

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West Virginia American Water Home Page

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Jackie Milliron

Admin 4h ·

I had to wait until this morning to put some hours between last night's Charles Town City Council meeting and what I am obligated ethically to report.

During the presentation by CTUB general manager, Kristen Stolipher, it was reported that the mayor of Charles Town had a closed door private meeting with West Virginia American Water regarding "partnership opportunities."

Ms Stolipher attended this closed door meeting as well, but it was scheduled during a time when the city manager could not attend and may have been sick.
I am unaware how the council eventually learned of this meeting. Last night several councilmembers were less than pleased that their conduit on the CTUB board (the city manager is the chair of CTUB) was not apprised of the content of the meeting.

The discussion revealed that Ms Stolipher could not deny that the content of closed door meeting included the possibility of WVAW buying CTUB, perhaps in part or in whole...we are not sure because the details were somewhat deliberately vague.

She stated there will be a presentation by WVAW at the August 14, 2024 CTUB meeting.

After all the hard work and efforts to consolidate the three utilities, gain efficiencies and equalize rates, it was very disheartening to learn about this secret meeting. Was this ultimately the goal of consolidation? Not efficiencies not fairness in rates, but a boondoggle to segway to make sure the peon ratepayers are owned by WVAW as local and Charleston leadership buy stocks?

I cannot believe that CTUB or the mayor would even think about engaging or partnering with a corporation who has notoriously used monopolized customers to front their

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I cannot believe that CTUB or the mayor would even think about engaging or partnering with a corporation who has notoriously used monopolized customers to front their private asset gains. I cannot believe that the rest of council including the city manager were disenfranchised from the whole discussion. That's our elected folks. Recall similar things that happened at the county commission? Common denominators should be surfacing by now.

Until the community wakes up, this secret meeting won't be the last in an attempt to turn our government into private gain venture. CTUB and the mayor should have told WVAW to pound sand. But they didn't.

Vote wisely.

4 7 comments 11 shares

Like Comment Send Share

Jackie Milliron

Admin 6d ·

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Jefferson County Sewer Watch (Official Page)

Admin Jackie Milliron · 4h ·



Christine Balmert Marshall

I seem to recall a few Jefferson County Prosperity members, who were also JCDA board members, used to attend CTCC meetings. After a meeting, post consolidation, one remarked how much they were pleased with the consolidation, however it was their (whoever "they" were was unclear) preference that it should have occurred under the county PSD.

2h Like Reply



Jackie Milliron

Author Admin

Christine Balmert Marshall maybe so. But WVAW came repeatedly to the psd wanting to buy. And the county repeatedly kept putting developers with interest on the psd board , not ratepayers.
This was the problem. In 2013 i co wrote a bill with senator snyder to require at least one ratepayer out of three. So what the JCC did was put a ratepayer with development pecuniary interests.
The psd ratepayers were constantly put on the hook for development costs hence the high rates...which by the way mirrors exactly what WVAW does for development at the expense of monopolized customers.

So if the JCC elected were required to have integrity we would be looking at a different scenario

30m Like Reply

Write a public comment...



Jefferson County Sewer Watch (Official Page)

Admin Jackie Milliron · 4h ·

So if the JCC elected were required to have integrity we would be looking at a different scenario

30m Like Reply



Write a reply...



Chris Ziegler
Is everyone starting to see how things work around here?

2h Like Reply



Tim Ross
Didn't wayne morgan try to get the sewer for woody thatcher a long time ago and he used to work for american water in new Jersey then went to the state ijdc and was part of the machinations that brought rockwool here?

3h Like Reply 1



Denise Nick
Well. Stoliphers sound very much like an issue for the State or even the Prosecutor should be concerned about. But here we are.....rogue.

3h Like Reply



Christine Balmert Marshall
Is the CTUB meeting at 4:00?

2h Like Reply



Jen Miller
Vote wisely people

4h Like Reply

Write a public comment...

Kristen Stolipher

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Kristen Stolipher

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Sent: Tuesday, August 6, 2024 1:36 PM
To: Heidi Parker; jnissel@charlestownwv.us; Keith Pierson; Thomas Stocks; kupson@jeffersoncountywv.org
Cc: Bob Trainor; Robert R. Rodecker; April Shultz; Ashley Stottlemyer
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Attachments: Screensho004.jpg

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1:30

Admin



Jackie Milliron
Admin

Message



Heidi Thornock Parker
Admin

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Roger Forshee
Admin
Manassas Park High

Add friend

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Kristen Stolipher

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To: Kristen Stolipher; jnissel@charlestownwv.us; Keith Pierson; Thomas Stocks; kupson@jeffersoncountywv.org
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The Council was presented a resume with this information that I created and administered the Jefferson County Sewer Watch when I applied for this position in 2023, and was still placed on the Board. Since being on CTUB, Ms. Millrion has been administrating this FB page.

I do take issue with accusing me of any wrong doing, since this Ms. Milliron's post, using the information she heard at the Council meeting from you on 8/5. I expect that this will never happen again without some evidence of wrong doing.

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West Virginia American Water Home Page

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CHARLES TOWN UTILITY BOARD

Wednesday, August 28, 2024

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

Collection Project Documents

Attachments:

PS Reapproval and Letter 08.14.2024.pdf
Request to Advertise 08.20.2024.pdf
Project Schedule - 07.19.2024.pdf

west virginia department of environmental protection

Division of Water and Waste Management
601 57th Street SE
Charleston, WV 25304
Phone: 304-926-0495 / Fax: 304-926-0463

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

August 14, 2024

Mrs. Kristen Stolipher, Utilities Manager
City of Charles Town Utility Board
661 S. George Street
Charles Town, WV 25414

RE: City of Charles Town Utility Board
2022 Collection System Project
SRF No. C-544686
IJDC No. 2021S-2041

Dear Mrs. Stolipher:

The plans and specifications for the above referenced project are hereby approved.

This approval DOES NOT constitute authority to advertise for bids. You will be advised by a separate letter from this agency as to when such an advertisement can be initiated.

Please be advised it will be necessary to issue an addendum to the contract documents prior to opening of bids to include the current Federal Labor Wage Determinations. This and all addenda and revisions to the contract documents must be electronically sent to this office for approval and issued to plan holders five (5) days prior to bid opening. Failure to submit addenda in a timely manner will automatically nullify approval to open bids. Any addenda issued inside the five (5) day period prior to the bid opening must include an automatic extension to the bid opening date of a minimum of seven (7) days.

If any questions arise, please contact Thomas Cazad, P.E., at (304) 926-0499 ext. 43789, or at Thomas.A.Cazad@wv.gov.

Sincerely,

Katheryn Emery, P.E.
Engineer Chief
State Revolving Funds

KE/tc

cc: John Cole, P.E., RK&K (via e-mail)
Wayne Morgan, P.E., IJDC (via e-mail)

VIA EMAIL

August 20, 2024

Katheryn Emery, PE, Program Manager
West Virginia Department of Environmental Protection
Division of Water and Waste Management
State Revolving Fund Program
601 57th Street, SE
Charleston, WV 25304

RE: Charles Town Utility Board – 2022 Collection System Project
CWSRF Project No. C-544686 (IJDC 2021S-2041)
Request to Advertise Project

Dear Kathy:

On behalf of the Charles Town Utility Board (CTUB), please allow this letter to serve as a formal request to advertise the project for bid. As of this letter, and to the best of my knowledge, all CWSRF requirements have been satisfied.

Enclosed with this request are copies of the following documents which have been updated since the June 2024 request for binding commitment:

- Project Schedule dated 7/19/2024
- Draft Schedule B dated 08/16/2024
- Drawdown Schedule dated 08/16/2024

Also enclosed is a copy of the Final Title Opinion dated 8/16/24 as well as a copy of the CPA Certificate dated 7/31/24.

To allow the first publication of the advertisement to occur on September 4th, approval from CWSRF needs to be received by August 28th whereby allowing subsequent approval from WDA to be obtained.

During review of this request, should there be any questions, please do not hesitate to reach out to Kristen Stolipher or myself.

Sincerely,
Rummel, Klepper & Kahl, LLP

John W. Cole, PE
Director

Enclosure
cc: CTUB
Marie Prezioso, WDA
Paige Parrish, DEP
John Giroir, DEP
Samme Gee, JK
John Stump, S&J
John Kunkle, K&A
Bob Rodecker, KC&C
file

CHARLES TOWN UTILITY BOARD
2022 Sewer Collection System Project

RK&K Project No. 19339.019
IJDC Project No. 2021S-2041
CWSRF Project No. C544686

Project Schedule
July 19, 2024

1. Request Approval to Advertise – August 2024
    a. CWSRF
    b. WDA
2. Advertisement (30 days)
    a. 1st Advertisement – September 4, 2024
    b. 2nd Advertisement – September 11, 2024
3. **Pre-Bid Meeting – September 18, 2024 @ 1:00pm**
4. 1st Addendum – September 20, 2024
5. Final Questions Due – September 27, 2024
6. Final Addendum – October 2, 2024
7. **Bid Opening – October 8, 2024 @ 1:00pm**
8. Notice of Award issued – October 9, 2024 (tentative)
9. Bond Closing – December 13, 2024
10. Pre-Construction Meeting – December 18, 2024
11. Notice to Proceed – December 30, 2024
12. Start Construction (18 months) – December 30, 2024
    a. Monthly Progress Meetings – TBD
13. Complete Construction – June 2026

Charles Town Utility Board - 2022 Sewer Collection System Project

DRAFT

IJDC PROJECT 2021S-2041 **CWSRF Project C544686** **8/16/2024**

A. COST OF PROJECT	TOTAL	CWSRF Loan (0.25%, 0.25% admin, 40yr)	CWSRF Loan (2.75%, 0.25% admin, 20yr)	CWSRF "Green" Principal Forgiveness	Capacity Improvement Fee	CTUB Internal Funding Contribution	Economic Enhancement Grant
	9,582,000.00	**2,844,984.00**	**216,016.00**	**500,000.00**	**3,347,200.00**	**1,053,800.00**	**1,620,000.00**
1 Construction							
a. Contract 1	7,530,100.00	2,829,659.00	200,691.00	500,000.00	2,379,750.00	0.00	1,620,000.00
2 Construction Contingency	753,010.00	0.00	0.00	0.00	753,010.00	0.00	0.00
3 Legal	140,000.00	0.00	0.00	0.00	0.00	140,000.00	0.00
4 Accountant (Kunkle)	30,000.00	0.00	0.00	0.00	0.00	30,000.00	0.00
5 Technical Services							
a Study and Report	58,500.00	0.00	0.00	0.00	0.00	58,500.00	0.00
b. Preliminary Design	168,720.00	0.00	0.00	0.00	0.00	168,720.00	0.00
c Final Design	230,280.00	0.00	0.00	0.00	0.00	230,280.00	0.00
d Bidding and Negotiation	37,000.00	0.00	0.00	0.00	0.00	37,000.00	0.00
e Eng. During Construction	100,000.00	0.00	0.00	0.00	0.00	100,000.00	0.00
f Project Inspection	200,000.00	0.00	0.00	0.00	200,000.00	0.00	0.00
g Special Services							
i. Geotechnical	18,990.00	0.00	0.00	0.00	0.00	18,990.00	0.00
ii. Land Surveys & Easement	47,700.00	0.00	0.00	0.00	0.00	47,700.00	0.00
iii. Engineering Surveys	30,700.00	0.00	0.00	0.00	0.00	30,700.00	0.00
iv. Funding Applications	4,200.00	0.00	0.00	0.00	0.00	4,200.00	0.00
6 Administration							
a Project Administrator	0.00	0.00	0.00	0.00	0.00	0.00	0.00
b Other Admin (legal ads, conf calls)	10,000.00	0.00	0.00	0.00	0.00	10,000.00	0.00
7 Lands / Easements							
a Easements	50,600.00	0.00	0.00	0.00	0.00	50,600.00	0.00
b R/W Agent	102,200.00	0.00	0.00	0.00	0.00	102,200.00	0.00
8 Permits	7,000.00	0.00	0.00	0.00	0.00	7,000.00	0.00
9 Plats	12,350.00	0.00	0.00	0.00	12,000.00	350.00	0.00
10 Project Contingency	10,000.00	0.00	0.00	0.00	2,440.00	7,560.00	0.00
11 Sub Total line 1 thru 10	**9,541,350.00**	**2,829,659.00**	**200,691.00**	**500,000.00**	**3,347,200.00**	**1,043,800.00**	**1,620,000.00**
B. Cost of Financing							
12 Registrar Fees	650.00	325.00	325.00	0.00	0.00	0.00	0.00
13 Bond Counsel (S&J)	40,000.00	15,000.00	15,000.00	0.00	0.00	10,000.00	0.00
14 Sub Total Cost of Financing	40,650.00	15,325.00	15,325.00	0.00	0.00	10,000.00	0.00
15 Total Project Cost (Line 10 + Line 14)	**9,582,000.00**	**2,844,984.00**	**216,016.00**	**500,000.00**	**3,347,200.00**	**1,053,800.00**	**1,620,000.00**
C. SOURCES OF OTHER FUNDS							
16 State Grant (EEGF)	1,620,000.00	0.00	0.00	0.00	0.00	0.00	1,620,000.00
17 Federal Grant (CWSRF)	500,000.00	0.00	0.00	500,000.00	0.00	0.00	0.00
18 Capital Improvement Fee	3,347,200.00	0.00	0.00	0.00	3,347,200.00	0.00	0.00
19 Internal Funding Contribution	1,053,800.00	0.00	0.00	0.00	0.00	1,053,800.00	0.00
20 City APRA Contribution	0.00	0.00	0.00	0.00	0.00	0.00	0.00
21 Total Grants	6,521,000.00	0.00	0.00	500,000.00	3,347,200.00	1,053,800.00	1,620,000.00
22 Total Bond Issue	**3,061,000.00**	**2,844,984.00**	**216,016.00**	**0.00**	**0.00**	**0.00**	**0.00**
23 Total Project Funding (Line 21 + Line 22)	**9,582,000.00**						

Charles Town Utility Board

RK&K, LLP

Charles Town Utility Board
2022 Sewer Collection System Project
CWSRF FUNDING (C-544686)
DRAWDOWN SCHEDULE
August 16, 2024

MONTH	Budget	Loan Closing	Construction Period												TOTAL
		0	1	2	3	4	5	6	7	8	9	10 through 17	18	19	
CWSRF Funding															
Loan (1%, 40yr)	$ 2,844,984.00														
Activity															
Construction	$ 2,829,659.00	$ -	$ 353,700.00	$ 353,700.00	$ 353,700.00	$ 353,700.00	$ 353,700.00	$ 353,700.00	$ 353,700.00	$ 353,759.00	$ -	$ -	$ -	$ -	$ 2,829,659.00
Construction Cont.	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Engineering															
* Study & Report	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
* Design	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
* Bidding	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
* Construction Eng	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
* RPR	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
* Special Services	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Accounting	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Administration	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Bond Counsel	$ 15,325.00	$ 15,325.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 15,325.00
TOTALS		**$ 15,325.00**	**$ 353,700.00**	**$ 353,700.00**	**$ 353,700.00**	**$ 353,700.00**	**$ 353,700.00**	**$ 353,700.00**	**$ 353,700.00**	**$ 353,759.00**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 2,844,984.00**

MONTH	Budget	Loan Closing	Construction Period												TOTAL
		0	1	2	3	4	5	6	7	8	9	10 through 17	18	19	
CWSRF Funding															
Loan (3%, 20yr)	$ 216,016.00														
Activity															
Construction	$ 200,691.00	$ -	$ 50,200.00	$ 50,200.00	$ 50,200.00	$ 50,091.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 200,691.00
Construction Cont.	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Engineering															
* Study & Report	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
* Design	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
* Bidding	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
* Construction Eng	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
* RPR	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
* Special Services	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Accounting	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Administration	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Bond Counsel	$ 15,325.00	$ 15,325.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 15,325.00
TOTALS		**$ 15,325.00**	**$ 50,200.00**	**$ 50,200.00**	**$ 50,200.00**	**$ 50,091.00**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 216,016.00**

MONTH	Budget	Loan Closing	Construction Period												TOTAL
		0	1	2	3	4	5	6	7	8	9	10 through 17	18	19	
CWSRF Funding															
"Green" Grant	$ 500,000.00														
Activity															
Construction	$ 500,000.00	$ -	$ -	$ -	$ -	$ 109.00	$ 50,200.00	$ 50,200.00	$ 50,200.00	$ 50,141.00	$ 299,150.00	$ -	$ -	$ -	$ 500,000.00
Construction Cont.	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Engineering															
* Study & Report	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
* Design	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
* Bidding	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
* Construction Eng	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
* RPR	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
* Special Services	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Accounting	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Administration	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Bond Counsel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTALS		**$ -**	**$ -**	**$ -**	**$ -**	**$ 109.00**	**$ 50,200.00**	**$ 50,200.00**	**$ 50,200.00**	**$ 50,141.00**	**$ 299,150.00**	**$ -**	**$ -**	**$ -**	**$ 500,000.00**

KAY CASTO & CHANEY PLLC
Attorneys at Law

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Telephone (304) 225-0970 • Fax (304) 225-0974
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shiggins@kaycasto.com
Ext. 318
Celebrating a Century of Service

August 16, 2024

The City of Charles Town
C/O Charles Town Utility Board
Kristen Stolipher, General Manager
101 E. Washington St.
Charles Town, WV 25414

West Virginia Department of Environmental Protection
601 57th Street
Charleston, WV 25304

West Virginia Water Development Authority
1009 Bullitt Street
Charleston, WV 25301

Steptoe & Johnson PLLC
P.O. Box 1588
Charleston, WV 25326-1588

Re: Title Opinion for Charles Town Utility Board
2022 Sewer Collection System Project
WVIJDC Project 2021S-2041, CWSRF Project C544686

Ladies and Gentlemen:

We are counsel to the City of Charles Town/Charles Town Utility Board (the "Issuer") in connection with a proposed sanitary sewer project to design, acquire, construct and equip certain additions, betterments and improvements to the Issuer's combined waterworks and sewerage system, (the "Project"). We provide this title opinion on behalf of the Issuer to satisfy the requirements of the West Virginia Department of Environmental Protection (the "DEP") for the Project. Please be advised of the following:

1. We are of the opinion that the Issuer is a duly created and validly existing municipality possessed with all the powers and authority granted to municipalities under the laws of the State of West Virginia to construct, operate and maintain the Project as approved by the DEP.

2. I have been advised by Project Engineer Rummel, Klepper & Kahl, LLP ("RK&K") of the following status with respect to the permits and approvals required for the construction of the Project:

- ACOE – received
- DEP NPDES Modification – pending approval. Comment period expires 8/16/24. Anticipated approval date: September 2024
- DEP Erosion and Sediment – received
- DOH – conditionally approved; final approval is awaiting application through the new WVDOT Permit Portal - Anticipated approval date: August 23, 2024. See Exhibit 1.

3. We have investigated and ascertained the location of, and are familiar with the legal description of, the necessary sites, including easements and/or rights of way, required for the Project as set forth in the plans for the Project prepared by RK&K.

4. We have examined the records on file in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, the county in which the Project is to be located, and, in our opinion, the Town has acquired One Hundred Percent (100%) of the required Rights-of-Way and Easements for the Project, sufficient to assure undisturbed use and possession for the purpose of construction, operation and maintenance for the estimated life of the facilities to be constructed. Rights-of-Way and Easement Agreements have been acquired for the following properties:

- See Exhibit 2 attached hereto and made a part of this Title Opinion.

[There are no additional real property acquisitions to be obtained.]

5. All Deeds of Easement and Rights of Way which have been acquired to date by the Issuer have been duly recorded in the Office of the Clerk of the County Commission of Jefferson County to protect the legal title to and interest of the Issuer.

6. Following appropriate investigation, we are unaware of any litigation pending with respect to the Project.

7. There are no federal or state tax liens of record against the Issuer.

8. Neither a certificate of convenience and necessity or waiver of certificate is required for this Project.

If you have any questions regarding any of the information contained in this title opinion, please contact us.

Sincerely,

/s/ Stephen G. Higgins

Stephen G. Higgins

SGH/kln

EXHIBIT 1

From: Kristen Stolipher <kstolipher@ctubwv.com>
Sent: Thursday, August 15, 2024 11:02 AM
To: Stephen G. Higgins
Subject: FW: CTUB 2022 Collection System Project Conditional Approval

[Caution, External Email]

From: Caldwell, Tom N <tom.n.caldwell@wv.gov>
Sent: Tuesday, August 13, 2024 2:45 PM
To: John W. Cole <jcole@rkk.com>
Cc: April Shultz <ashultz@ctubwv.com>; Kristen Stolipher <kstolipher@ctubwv.com>; Rhiannon Dodge <rdodge@rkk.com>
Subject: CTUB 2022 Collection System Project Conditional Approval

The proposed permit work for the Charles Town Utility Board 2022 Collection System Project has been conditionally approved by my office. The final approval is awaiting application through the new WVDOT Permit Portal. If you have any questions, just call or email me.

Thomas N. Caldwell, Jr.

WVDOH

District 5 Utility Supervisor

(681)320-2040 (office)

(304)400-5319 (cell)

EXHIBIT 2

Property Owner	Tax Map	Parcel
Kita LLC	1	16.15
Donald Walker	1	22.3
G&S Properties (pump station)	1	27.5
James F. Young, Sr.	1	79
Kubic Engineering & Construction, Inc.	1	82
Ruland-Vesey Trust (fob RAI Properties)	1	94
44 College Ready Foundation, Inc. (fob Proper Consultants)	1	211
Evitts Run Conservancy	1	212
Odbert C. & Darla T. Courtney	1	218
Robert W. Powers, et al.	2A	16
Diane L. Brill	3	162
Gary R. Reynolds & Tammy L. Alger	3	237.1
Mary White Estate	3	238
Steven Rao & Ronald Shields	3	239
Robert J. Ingram, Jr.	3	239.1
Shelly H. & Richard Cooper	3	240
Erika Landaverde (fob Stump)	3	241
Rebecca R. Pleines	3	243
Paul V. & Tabitha D. Breeden	3	245
Joseph M. Hopfer	3	246
Clarence W. Kidwell, Jr.	3	250
D. Morningstar & S. Hollingsworth (fob Whetzel)	3	254
Jennie Shipe	3	257
Rebecca J. & Robert F. Willis, Sr.	3	258
Macetas/Rozas (fob Francis Davis Rogers)	4	6
Ghuman Properties, LLC	4	14
Evitts Run Conservancy, Inc.	4	14.2 & 5
Robert K. Tritt	4	62
Charles Town Loyal Order of Moose (Pump Station Property)	7	11.5
Guy & Eleanor Chicchirichi	7	11.7
Citizens Telecommunications Company Of West Virginia	7	13
Stanley Martin Companies, LLC	8	1
City of Ranson Building Commission	8	1.1
Fairfax Crossing Real Estate, LLC (Lakeland Pump Station Prop)	8	1.2
GLP Capital LP	8	2
First Charles Town Group Inc.	8	25
Cavalier Investments, LLC	10	2

Property Owner	Tax Map	Parcel
Phil Cogar Investments, LLC	10	4
Twelve Foot (12') Alley		
44 College Ready Foundation, Inc.	1	None
Evitts Run Conservancy, Inc.	1	None
Mark Roper	1	None
George C. Rutherford Revocable Trust	1	None
Robert & Peggy Davis	1	None

***fob – formerly owned by

J.C. Kunkle & Associates, A.C.
CERTIFIED PUBLIC ACCOUNTING & CONSULTING

July 31, 2024

City of Charles Town (West Virginia)
$2,844,984 Combined Waterworks and Sewerage System Revenue Bonds,
Series 2024 A (West Virginia SRF Program) and
$216,016 Combined Waterworks and Sewerage System Revenue Bonds,
Series 2024 B (West Virginia SRF Program)

PRELIMINARY CPA CERTIFICATE (Rev 2)

The City of Charles Town
Charles Town, West Virginia

West Virginia Water Development Authority
Charleston, West Virginia

West Virginia Department of Environmental Protection
Charleston, West Virginia

Ladies and Gentlemen:

Based upon the rates and charges set forth in the sewer rate ordinance enacted by the City of Charles Town (the "Issuer") on January 2, 2024 (which rates became effective February 16, 2024) and the water rate ordinance enacted January 2, 2024 (which rates became effective February 16, 2024), and projected operation and maintenance expenses and anticipated customer usage as furnished to us by the Issuer, it is our opinion that such rates and charges will be sufficient to provide revenues which, together with other revenues of the combined waterworks and sewerage system (the "System") of the Issuer, will pay all repair, operation and maintenance expenses of the System and leave a balance each year equal to at least 115% of the maximum amount required in any year for debt service on the Issuer's Combined Waterworks and Sewerage System Revenue Bonds, Series 2024 A (West Virginia SRF Program), proposed to be issued in the original aggregate principal amount of $2,844,984 (the "Series 2024 A Bonds") and Combined Waterworks and Sewerage System Revenue Bonds, Series 2024 B (West Virginia SRF Program), proposed to be issued in the original aggregate principal amount of $216,016 (the "Series 2024 B Bonds" and, collectively with the Series 2024 A Bonds, the "Series 2024 Bonds") and all other obligations secured by a lien on or payable from such revenues, including the Issuer's:

1. Combined Waterworks and Sewerage System Revenue Bonds, Series 1987 B, dated November 18, 1987, issued in the original aggregate principal amount of $413,629 (the "Series 1987 B Bonds");

2. Combined Waterworks and Sewerage System Revenue Bonds, Series 1988 B-1, dated May 4, 1988, issued in the original aggregate principal amount of $295,916 (the "Series 1988 B-1 Bonds");

164 Lina Lane ▪ Martinsburg, WV 25405
304/263-9299 ▪ Fax 304/267-7032 ▪ e-mail: jckunkle@jckunkleassociates.com
MEMBER: AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS

3. Combined Waterworks and Sewerage System Revenue Bonds, Series 1988 B-2, dated May 20, 1988, issued in the original aggregate principal amount of $558,000 (the "Series 1988 B-2 Bonds");

4. Combined Waterworks and Sewerage System Revenue Bonds, Series 1989 B, dated April 13, 1989, issued in the original aggregate principal amount of $117,480 (the "Series 1989 B Bonds");

5. Combined Waterworks and Sewerage System Revenue Bonds, Series 2002 A (West Virginia Water Development Authority), dated August 22, 2002, issued in the original aggregate principal amount of $1,100,000 (the "Series 2002 A Bonds");

6. Combined Waterworks and Sewerage System Revenue Bonds, Series 2002 B (West Virginia Infrastructure Fund), dated August 22, 2002, issued in the original aggregate principal amount of $3,600,000 (the "Series 2002 B Bonds");

7. Combined Waterworks and Sewerage System Revenue Bonds, Series 2010 A (West Virginia DWTRF Program), dated January 13, 2010, issued in the original aggregate principal amount of $912,458 (the "Series 2010 A Bonds");

8. Combined Waterworks and Sewerage System Revenue Bonds, Series 2010 B (West Virginia DWTRF Program/ARRA), dated January 13, 2010, issued in the original aggregate principal amount of $100,000 (the "Series 2010 B Bonds");

9. Combined Waterworks and Sewerage System Design Revenue Bonds, Series 2010 C (West Virginia SRF Program), dated December 2, 2010, issued in the original aggregate principal amount of $1,250,000 (the "Series 2010 C Bonds");

10. Combined Waterworks and Sewerage System Design Revenue Bonds, Series 2010 D (West Virginia SRF Program), dated December 2, 2010, issued in the original aggregate principal amount of $500,000 (the "Series 2010 D Bonds");

11. Combined Waterworks and Sewerage System Revenue Bonds, Series 2011 A (West Virginia SRF Program), dated July 22, 2011, issued in the original aggregate principal amount of $13,147,192 (the "Series 2011 A Bonds");

12. Combined Waterworks and Sewerage System Design Revenue Bonds, Series 2013 A (West Virginia SRF Program), dated June 27, 2013, issued in the original aggregate principal amount of $591,977 (the "Series 2013 A Bonds");

13. Combined Waterworks and Sewerage System Revenue Bonds, Series 2014 A (West Virginia SRF Program), dated June 18, 2014, issued in the original aggregate principal amount of $4,058,900 (the "Series 2014 A Bonds");

14. Combined Waterworks and Sewerage System Revenue Bonds, Series 2016 A (Tax-Exempt), dated March 17, 2016, issued in the original aggregate principal amount of $7,695,000 (the "Series 2016 A Bonds");

15. Combined Waterworks and Sewerage System Revenue Bonds, Series 2016 B (Tax-Exempt), dated August 18, 2016, issued in the original aggregate principal amount of $3,895,000 (the "Series 2016 B Bonds");

16. Combined Waterworks and Sewerage System Revenue Bonds, Series 2018 A-1 (West Virginia Water Development Authority), dated December 27, 2018, replacing the Jefferson County Public Service District Sewer Revenue Bonds, Series 1988 B (West Virginia Water Development Authority) dated May 5, 1998, issued in the original aggregate principal amount of $425,767 (the "Series 2018 A-1 Bonds");

17. Combined Waterworks and Sewerage System Revenue Bonds, Series 2018 A-3 (West Virginia Infrastructure Fund), dated December 27, 2018, replacing the Jefferson County Public Service District Sewer Revenue Bonds, Series 1998 C (West Virginia Infrastructure Fund) dated June 25, 1998, issued in the original aggregate principal amount of $662,039 (the "Series 2018 A-3 Bonds");

18. Combined Waterworks and Sewerage System Revenue Bonds, Series 2018 A-4 (West Virginia SRF Program), dated December 27, 2018, replacing the Jefferson County Public Service District Sewer Revenue Bonds, Series 1999 A (West Virginia SRF Program) dated December 8, 1999, issued in the original aggregate principal amount of $378,363 (the "Series 2018 A-4 Bonds");

19. Combined Waterworks and Sewerage System Revenue Bonds, Series 2018 A-5 (West Virginia SRF Program), dated December 27, 2018, replacing the Jefferson County Public Service District Sewer Revenue Bonds, Series 2000 A (West Virginia SRF Program) dated June 22, 2000, issued in the original aggregate principal amount of $1,154,889 (the "Series 2018 A-5 Bonds");

20. Combined Waterworks and Sewerage System Revenue Bonds, Series 2018 A-6 (West Virginia SRF Program), dated December 27, 2018, replacing the Jefferson County Public Service District Sewer Revenue Bonds, Series 2008 A (West Virginia SRF Program) dated June 18, 2008, issued in the original aggregate principal amount of $2,005,000 (the "Series 2018 A-6 Bonds");

21. Combined Waterworks and Sewerage System Revenue Bonds, Series 2018 A-7 (West Virginia DWTRF Program), dated December 27, 2018, replacing the Jefferson County Public Service District Sewer Revenue Bonds, 2014 A (West Virginia DWTRF Program) dated April 17, 2014, issued in the original aggregate principal amount of $985,350 (the "Series 2018 A-7 Bonds");

22. Combined Utility System Revenue Bonds, Series 2018 B (Bank Qualified), dated December 27, 2018, issued in the original aggregate principal amount of $3,065,000 (the "Series 2018 B Bonds");

23. Combined Waterworks and Sewerage System Refunding Revenue Bonds, Series 2020 A (Bank-Qualified), dated July 14, 2020, issued in the original aggregate principal amount of $4,575,000 (the "Series 2020 A Bonds");

24. Combined Waterworks and Sewerage System Refunding Revenue Bonds, Series 2022 A (Bank Qualified), dated February 2, 2022, issued in the original aggregate principal amount of $4,380,000 (the "Series 2022 A Bonds");

25. Combined Waterworks and Sewerage System Revenue Bonds, Series 2022 B (Bank Qualified), dated September 7, 2022, issued in the original aggregate principal amount of $5,620,000 (the "Series 2022 B Bonds"); and

26. Combined Waterworks and Sewerage System Revenue Bonds, Series 2-22 C (Taxable), dated September 7, 2022, issued in the original aggregate principal amount of $1,815,000 (the "Series 2022 C Bonds" and, collectively with the bonds heretofore listed, the "Prior Bonds").

It is our further opinion that the Net Revenues actually derived from the System during any 12 consecutive months, within the 18 months immediately preceding the date of the actual issuance of the Series 2024 Bonds, plus the estimated average increased annual Net Revenues to be received in each of the 3 succeeding years after the completion of the improvements to be financed by the Series 2024 Bonds, if any, are not less than 115% of the largest aggregate amount that will mature and become due in any succeeding fiscal year for the payment of principal of and interest on the Series 2024 Bonds and the Prior Bonds.

In the course of our due diligence to render this Certificate, we have reviewed the books and records of the System and further opine as follows:

(a.) The Debt Service Reserve Funds for the Prior Bonds are each funded or are being funded at the level required by the respective ordinance of the Issuer authorizing the issuance of such Prior Bonds (collectively, the "Prior Ordinances");

(b.) The Renewal and Replacement Fund required by the Prior Ordinances is established and the rates and charges for the System have been established which are sufficient to make the required deposits in the Renewal and Replacement Fund; and

©.) The Working Capital Reserve Account required by W. V. Code Section 24-1-1(k) is established and the rates and charges for the System have been established which are sufficient to make the required deposits in the Working Capital Reserve Account.

Very truly yours,

J.C. Kunkle & Associates, A.C.

Martinsburg, West Virginia

TOWN OF DAVIS
Collection System Improvement Project
RK&K Project No. 21232
IJDC Project No 2021S-2022
CWSRF Project No C-544726

Project Schedule
July 19, 2024

1. Tucker County Court Hearing – Right of Entry/Condemnation – August 14, 2024
2. Request Approval to Advertise – August 2024
3. Advertisement (30 days)
    a. 1st Advertisement – August 28th
    b. 2nd Advertisement – September 4th
4. Pre-Bid Meeting
    a. Contract 1 – September 11, 2024 @ 1:00pm
    b. Contract 2 – September 11, 2024 @ 1:30pm
5. 1st Addendum – September 13, 2024
6. Final Questions Due – September 23, 2024
7. Final Addendum – September 27, 2024
8. Bid Opening
    a. Contract 1 – October 3, 2024 @ 1:00pm
    b. Contract 2 – October 3, 2024 @ 1:30pm
9. Notice of Award issued – TBD
10. Bond Closing – December 2024
11. Pre-Construction Meeting – TBD
12. Notice to Proceed – January 2025
13. Start Construction (12 months) – January 2025
    a. Monthly Progress Meetings – TBD
14. Complete Construction – January 2026

CHARLES TOWN UTILITY BOARD

Wednesday, August 28, 2024

Regular Meeting

661 South George Street
Charles Town, WV 25414

Chairman Report

CHARLES TOWN UTILITY BOARD

Wednesday, August 28, 2024

Regular Meeting

661 South George Street
Charles Town, WV 25414

August 28, 2024

Attachments:

Board Report 08.28.2024.pdf

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT

========== FUND TOTALS ==========		
50	WATER FUND	127,112.64
60	SEWER FUND	93,482.73
	GRAND TOTAL:	220,595.37

TOTAL PAGES: 4

APPROVED BY: _____

APPROVED BY: _____

This Packet: $ 220,595.37
Macetas & Rozas Easement, check dated 8/15/2024: 7,000.00

Total: $ 227,595.37

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT		AMOUNT
	TESTING: TUSC MNTHLY	SEWER FUND	SEWER		501.00
	TESTING: CT WKLY	SEWER FUND	SEWER		264.20
	TESTING: TUSC WKLY	SEWER FUND	SEWER		142.10
				TOTAL:	1,632.20
HEIDI PARKER	PER DIEM 9/25 - 9/28/24	WATER FUND	WATER		112.00
	PER DIEM 9/25 - 9/28/24	SEWER FUND	SEWER		112.00
				TOTAL:	224.00
ROSS H BARE	SVC CLL BLWR MTR#3	SEWER FUND	SEWER		720.00
	TWWTP SVC CALL	SEWER FUND	SEWER		480.00
				TOTAL:	1,200.00
SG PLUMBING, INC.	510 E NORTH ST: 8/12/24	WATER FUND	WATER		1,450.00
	528 E WASHINGTON ST: 8/14/	WATER FUND	WATER		1,319.16
				TOTAL:	2,769.16
SHENANDOAH SALES & SERVICE, INC.	VAC TRUCK REPAIR	SEWER FUND	SEWER		94.94
	JETTER TRUCK REPAIR	SEWER FUND	SEWER		248.97
				TOTAL:	343.91
DXP ENTERPRISES, INC	PARK PS SVCS	SEWER FUND	SEWER		2,100.00
				TOTAL:	2,100.00
T-MOBILE	MONTHLY CELL SERVICE	WATER FUND	WATER		128.72
	MONTHLY CELL SERVICE	SEWER FUND	SEWER		165.28
				TOTAL:	294.00
GERALD TAYLOR CO., INC.	PUMP / TRANSPORT	WATER FUND	WATER		476.53
	PUMP / TRANSPORT	WATER FUND	WATER		781.20
	TRANSPORT	SEWER FUND	SEWER		1,039.50
	SUPERVAC	SEWER FUND	SEWER		2,266.90
				TOTAL:	4,564.13
THE CI THORNBURG CO, INC.	TRANSCEIVER	WATER FUND	WATER		10,746.00
	CARBON SLURRY	WATER FUND	WATER		1,070.00
	SRII TRPL	WATER FUND	WATER		3,130.20
	CHLORINE	WATER FUND	WATER		2,804.11
				TOTAL:	17,750.31
TYLER TECHNOLOGIES	DEVICE SVC FEES	WATER FUND	WATER		60.00
	DEVICE SVC FEES	SEWER FUND	SEWER		60.00
				TOTAL:	120.00
HD SUPPLY INC	BENCH PAD	WATER FUND	WATER		56.70
	TNT & VLV BOX KEY	SEWER FUND	SEWER		674.13
	TNT & VLV BOX KEY	SEWER FUND	SEWER		579.15
	DEBRIS BASKET	SEWER FUND	SEWER		437.95
	TNT, GLOVES	SEWER FUND	SEWER		1,000.88
				TOTAL:	2,748.81
WV WATER DEVELOPMENT AUTHORITY	#2017-175 INFRSCTR FNDPRJC	SEWER FUND	NON-DEPARTMENTAL		1,952.58
				TOTAL:	1,952.58
ZETA SOLUTIONS, LLC	KAMIRA PAX-XL8	WATER FUND	WATER		11,901.60
				TOTAL:	11,901.60

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
DEWBERRY ENGINEERS INC	TO8 WATER MODEL UPDATE	WATER FUND	NON-DEPARTMENTAL	2,570.00
	TO7 CTUB ONCALL SUPPORT	SEWER FUND	SEWER	152.50
			TOTAL:	2,722.50
WV DEPT OF HEALTH & HUMAN SERVICES	BACTERIOLOGICAL TEST	WATER FUND	WATER	115.00
	BACTERIOLOGICAL TEST	WATER FUND	WATER	184.00
			TOTAL:	299.00
EAST MOUNTAIN HEALTH PHYSICIANS, INC	D.TITUS HEP B VACC	SEWER FUND	SEWER	99.00
			TOTAL:	99.00
EDMUNDS GOVTECH, INC	UTILITY SOFTWARE	WATER FUND	NON-DEPARTMENTAL	15,997.50
	UTILITY SOFTWARE	WATER FUND	WATER	24,225.00
	UTILITY SOFTWARE	SEWER FUND	NON-DEPARTMENTAL	15,997.50
	UTILITY SOFTWARE	SEWER FUND	SEWER	24,225.00
			TOTAL:	80,445.00
GUTTMAN ENERGY	W/E 8/11/24	WATER FUND	WATER	654.99
	W/E 8/18/24	WATER FUND	WATER	722.43
	W/E 8/11/24	SEWER FUND	SEWER	1,612.27
	W/E 8/18/24	SEWER FUND	SEWER	1,048.04
	W/E 8/18/24	SEWER FUND	SEWER	32.89
			TOTAL:	4,070.62
GRAINGER	TOOLS FOR SEWER	SEWER FUND	SEWER	442.48
	AIR FILTER	SEWER FUND	SEWER	116.56
			TOTAL:	559.04
HIGH HORIZONS FARM, INC.	STRAW	WATER FUND	WATER	100.00
			TOTAL:	100.00
JAMES RIVER EQUIPMENT	PARTS FOR BACKHOE	WATER FUND	WATER	950.19
	TOWMASTER	WATER FUND	WATER	370.59
			TOTAL:	1,320.78
JEFFERSON PUBLISHING COMPANY	7/31 & 8/07 ADS: NOTICES	WATER FUND	WATER	56.70
			TOTAL:	56.70
KAY CASTO & CHANEY PLLC	GENERAL: THRU 7/31/24	WATER FUND	WATER	195.00
	CLLCTNSYSTM: THRU 7/31/24	SEWER FUND	NON-DEPARTMENTAL	10,061.26
	GENERAL: THRU 7/31/24	SEWER FUND	SEWER	195.00
	WVAW: THRU 7/31/24	SEWER FUND	SEWER	65.00
			TOTAL:	10,516.26
MCKINNEY'S AUTO REPAIR	SEWER TRUCK REPAIR	SEWER FUND	SEWER	1,784.76
	SEWER TRUCK REPAIR	SEWER FUND	SEWER	873.60
	SEWER TRUCK SERVICE	SEWER FUND	SEWER	116.54
			TOTAL:	2,774.90
MICRO-TECH DESIGNS, INC.	SCADA & ONSITE TRBLSHTNG	SEWER FUND	SEWER	2,260.38
	CTWWTP TRBLSHT ALARM	SEWER FUND	SEWER	760.50
			TOTAL:	3,020.88
PACE ANALYTICAL SERVICES, LLC	TESTING: CT WKLY	SEWER FUND	SEWER	267.90
	TESTING: TUSC WKLY	SEWER FUND	SEWER	142.10
	TESTING: CT MNTHLY	SEWER FUND	SEWER	314.90

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
120 WATER INC	KIT & TEST	WATER FUND	WATER	1,422.00
			TOTAL:	1,422.00
ANTIETAM ELECTRICAL CONTRACTORS, INC	GFI FOR RAW WTR PMPS	WATER FUND	WATER	447.89
			TOTAL:	447.89
AUTOZONE	JHS PS	SEWER FUND	SEWER	145.65
			TOTAL:	145.65
CHARLES TOWN SEWER	JULY FUNDING	SEWER FUND	NON-DEPARTMENTAL	16,431.10
			TOTAL:	16,431.10
CHARLES TOWN WATER	JULY FUNDING	WATER FUND	NON-DEPARTMENTAL	15,127.19
			TOTAL:	15,127.19
COMCAST BUSINESS	8299 31 011 0522683	WATER FUND	WATER	284.27
	8299 31 011 0190689	WATER FUND	WATER	309.24
	8299 31 011 0537814	WATER FUND	WATER	139.27
	8299 31 011 0203433	WATER FUND	WATER	271.85
	8299 31 011 0534977	WATER FUND	WATER	72.26
	8299 31 008 0243229	SEWER FUND	SEWER	511.32
	8299 31 011 0203466	SEWER FUND	SEWER	246.90
			TOTAL:	1,835.11
CORE & MAIN	PIPE STOCK	WATER FUND	WATER	2,217.14
	313-253NL, 314-268-NL, 314	WATER FUND	WATER	1,640.07
	COUPLING, CPLG PINS	WATER FUND	WATER	1,485.04
	METER TILE	WATER FUND	WATER	403.63
	FLG 90 C110 IMP	WATER FUND	WATER	886.82
	VALVE BOX RISER	WATER FUND	WATER	39.96
	VALVE BOX RISER	WATER FUND	WATER	23.98
	VALVE BOX RISER	WATER FUND	WATER	269.73
	WATER MATERIAL	WATER FUND	WATER	2,167.27
	WATER MATERIAL	WATER FUND	WATER	2,035.65
	WATAP&SWR 131 W WASHNGTN S	WATER FUND	WATER	2,196.53
	BRASS 90	WATER FUND	WATER	366.90
	SS TAP	WATER FUND	WATER	1,222.84
	DUAL WATER ARV	WATER FUND	WATER	1,198.76
	GLUE	WATER FUND	WATER	170.94
	CPLG	WATER FUND	WATER	735.13
	WATER STOCK	WATER FUND	WATER	1,237.72
	CPLG	WATER FUND	WATER	643.26
	WATAP&SWR 131 W WASHNGTN S	SEWER FUND	SEWER	2,196.52
	CRAIGHILL PS EMRGNCY CNNCT	SEWER FUND	SEWER	588.48
			TOTAL:	21,726.37
CORNET INC	HYDRANT REPAIR MATERIALS	WATER FUND	WATER	829.51
			TOTAL:	829.51
COYNE CHEMICAL	AMMONIUM SULFATE 40% NSF	WATER FUND	WATER	5,463.24
	CONTAINER RETURNS	SEWER FUND	SEWER	45.00-
			TOTAL:	5,418.24
CUMMINS, INC	SVC CLL: BURNS BSTR STN	WATER FUND	WATER	3,626.93
			TOTAL:	3,626.93

CHARLES TOWN UTILITY BOARD

Wednesday, August 28, 2024

Regular Meeting

661 South George Street
Charles Town, WV 25414

Next Meeting - September 11, 2024 at 4:00 P.M.

CHARLES TOWN UTILITY BOARD

Wednesday, August 28, 2024

Regular Meeting

661 South George Street
Charles Town, WV 25414

Revenue and Expense Reports

Attachments:

Revenue & Expense June - Preliminary Draft.pdf
Revenue & Expense July.pdf

Charles Town Water Department
Revenue & Expense Summary
6/30/2024
Preliminary Draft
(Fiscal year-end entries pending)

Annual Budget		Y-T-D Budget	Y-T-D Actual	Difference
	REVENUES			
2,915,000	Metered Sales - Residential	2,915,000	3,025,393	110,393
1,400,000	Metered Sales - Commercial	1,400,000	1,461,607	61,607
88,000	Metered Sales - Glen Haven/Cavaland	88,000	84,292	(3,708)
24,000	Sale for Resale - Bulk Water	24,000	35,883	11,883
80,000	Forfieted Discounts	80,000	76,042	(3,958)
28,500	Misc. Service Revenue - Reconnection Fees	28,500	28,240	(260)
565,000	Tank Lot Rental Income (Non-Operating)	565,000	481,519	(83,481)
145,000	Interest Income (Non-Operating)	145,000	204,651	59,651
28,000	Sinking Fund Income (Non-Operating)	28,000	33,043	5,043
35,000	Miscellaneous Income (Non-Operating)	35,000	36,185	1,185
5,308,500	**TOTAL REVENUES**	5,308,500	5,466,854	158,354
	EXPENSES			
15,000	WS - Materials & Supplies Expense	15,000	13,927	(1,073)
30,000	WS - Maint of Water Source	30,000	27,555	(2,445)
380,129	WT - Salaries & Wages - Operations Labor	380,129	388,548	8,419
150,000	WT - Power & Fuel	150,000	144,743	(5,257)
8,400	WT - Power & Fuel - GH/CAV	8,400	8,017	(383)
185,000	WT - Chemical Expense	185,000	195,690	10,690
35,000	WT - Testing	35,000	24,515	(10,485)
30,000	WT - Materials & Supplies Expense	30,000	28,340	(1,660)
4,000	WT - Materials & Supplies Expense - GH/CAV	4,000	5,433	1,433
45,000	WT - Sludge Hauling	45,000	44,066	(934)
90,000	WT - Maint of Water Treatment Plant	90,000	77,695	(12,305)
10,000	WT - Maint of Water Plant - GH/CAV	10,000	10,265	265
25,000	WT - Licenses & Subscriptions	25,000	14,267	(10,733)
389,144	TD - Salaries & Wages - Maintenance Labor	389,144	402,964	13,820
25,000	TD - Materials & Supplies Expense	25,000	19,234	(5,766)
50,000	TD - Maint of Dist Reservior & Standpipes	50,000	29,646	(20,354)
120,000	TD - Maint of Mains	120,000	133,090	13,090
160,000	TD - Maint of Services	160,000	157,181	(2,819)
240,000	TD - Maint of Meters	240,000	286,585	46,585
50,000	TD - Maint of Hydrants	50,000	61,185	11,185
197,629	CA - Salaries & Wages	197,629	182,380	(15,249)
65,000	CA - Billing Expense	65,000	43,784	(21,217)
64,500	CA - Licenses & Subscriptions (includes Sensus)	64,500	44,287	(20,213)
15,000	CA - Bad Debt Expense	15,000	13,760	(1,240)
130,607	GA - Salaries & Wages	130,607	136,385	5,778
2,500	GA - Director Compensation	2,500	2,500	-
178,000	GA - Employee Insurance & Benefits	178,000	173,005	(4,995)
98,776	GA - Employee Pension Expense	98,776	95,026	(3,750)
83,959	GA - Payroll Taxes - FICA Tax Expense	83,959	85,296	1,337

Charles Town Water Department
Revenue & Expense Summary
6/30/2024
Preliminary Draft
(Fiscal year-end entries pending)

22,101	GA - Employee 457 Expense	22,101	19,617	(2,483)
78,000	GA - Office Supplies & Expense	78,000	89,641	11,641
6,500	GA - Travel, Training, & Education	6,500	5,225	(1,275)
8,000	GA - Uniform Expense	8,000	6,540	(1,460)
22,000	GA - Computer - Technology Expense	22,000	20,253	(1,747)
25,000	GA - Maint. of General Property	25,000	31,383	6,383
30,000	GA - Licenses & Subscriptions	30,000	14,298	(15,702)
25,000	GA - Contractual Services - Engineering	25,000	22,625	(2,375)
20,000	GA - Contractual Services - Accounting	20,000	19,525	(475)
65,000	GA - Contractual Services - Legal	65,000	53,806	(11,194)
20,000	GA - Contractual Services - Other	20,000	16,930	(3,070)
15,300	GA - Rental of Building	15,300	15,300	-
68,000	GA - Transportation Expense	68,000	63,578	(4,422)
85,000	GA - Insurance	85,000	83,976	(1,024)
26,000	GA - Worker's Comp	26,000	16,858	(9,142)
20,000	GA - Regulatory Commission Expense	20,000	19,127	(873)
6,000	GA - Bond Administration Fees	6,000	5,298	(702)
10,000	GA - Misc. General Expense	10,000	8,255	(1,745)
4,000	Advertising & Publication Expense	4,000	3,657	(343)
376,358	Interest on Long Term Debt (Non-Operating)	376,358	376,441	83
1,237,073	Depreciation Expense (Non-Cash)	1,237,073	1,237,073	-
-	Amortization Expense (Non-Cash)	-	79,076	79,076
5,046,975	**TOTAL EXPENSES**	5,046,975	5,057,856	10,880
261,525	Excess (Deficit)	261,525	408,998	

Reconciliation to Cash:

Cash Balance @ 6/30/24	650,664	
Disbursements To Date	(5,984,853)	
Expenses	5,057,856	
Deposits To Date	5,975,217	
Revenues	(5,466,854)	
CASH BALANCE @ 6/30/2024	641,029	
	641,029	Water Operating
	(0)	
CIF Revenue (Non-Operating)	1,705,011	
Water Capacity Improvement Fund	5,922,508	
Water Renewal & Replacement Fund	808,743	
Water Working Capital Fund	395,953	

Charles Town Sewer Department
Revenue & Expense Summary
6/30/2024
Preliminary Draft
(Fiscal year-end entries pending)

Annual Budget		Y-T-D Budget	Y-T-D Actual	Difference
	REVENUES			
2,600,000	CTUB Service Revenue	2,600,000	2,667,291	67,291
1,500,000	Ranson Revenue	1,500,000	1,555,313	55,313
2,660,000	JCPSD Revenue	2,660,000	2,652,226	(7,774)
42,000	Customer Forfieted Discounts	42,000	40,927	(1,073)
30,000	Customer Forfieted Discounts- RA	30,000	31,473	1,473
52,000	Customer Forfieted Discounts- PSD	52,000	47,396	(4,604)
30,000	Misc. Sewer Revenues (Non-Operating)	30,000	29,801	(199)
162,000	Interest Income (Non-Operating)	162,000	242,922	80,922
160,000	Sinking Fund Income (Non-Operating)	160,000	176,315	16,315
7,236,000	**TOTAL REVENUES**	7,236,000	7,443,665	207,665
	EXPENSES			
15,000	CS - Materials & Supplies Expense	15,000	7,234	(7,766)
65,000	CS - Maint of Service Connections	65,000	52,696	(12,304)
180,000	CS - Maint of Collecting & Trans. Mains	180,000	158,140	(21,860)
402,006	PS - Salaries & Wages	402,006	404,828	2,822
140,000	PS - Power & Fuel	140,000	140,430	430
25,000	PS - Materials & Supplies Expense	25,000	17,971	(7,029)
65,000	PS - Sludge Hauling	65,000	64,256	(744)
180,000	PS - Maint of Pump Stations	180,000	172,729	(7,271)
313,509	TD - Salaries & Wages	313,509	310,311	(3,198)
150,000	TD - Power - CT Plant	150,000	156,502	6,502
90,000	TD - Power - TUI	90,000	84,816	(5,184)
10,000	TD - Power - Deerfield	10,000	6,932	(3,068)
180,000	TD - Chemical Expense - CT	180,000	146,595	(33,405)
25,000	TD - Chemical Expense - TUI	25,000	26,160	1,160
35,000	TD - Testing - CT	35,000	36,059	1,059
12,000	TD - Testing - TUI	12,000	10,880	(1,120)
80,000	TD - Materials & Supplies Expense	80,000	66,128	(13,872)
60,000	TD - Sludge Hauling - TUI	60,000	48,858	(11,142)
110,000	TD - Maint. Burns Farm	110,000	110,631	631
240,000	TD - Maint. Treatment Plant - CT	240,000	278,559	38,559
145,000	TD - Maint. Treatment Plant - TUI	145,000	126,780	(18,220)
15,000	TD - Maint. Treatment Plant - Deerfield	15,000	17,215	2,215
246,780	CA - Billing & Acct Labor	246,780	240,435	(6,345)
75,000	CA - Billing Expense	75,000	50,620	(24,380)
40,000	CA - Licenses & Subscriptions	40,000	17,120	(22,880)
25,000	CA - Bad Debt Expense	25,000	23,555	(1,445)
205,113	GA - Salaries & Wages	205,113	209,241	4,127
2,500	GA - Director Compensation	2,500	2,500	-
210,000	GA - Employee Insurance & Benefits	210,000	175,123	(34,877)
105,067	GA - Employee Pension Expense	105,067	102,733	(2,334)
89,307	GA - Payroll Taxes - FICA Tax Expense	89,307	89,434	128

Charles Town Sewer Department
Revenue & Expense Summary
6/30/2024
Preliminary Draft
(Fiscal year-end entries pending)

20,000	GA - Employee 457 Expense	20,000	18,408	(1,592)
85,000	GA - Office Supplies & Expense	85,000	91,733	6,733
12,000	GA - Travel, Training, & Education	12,000	13,050	1,050
6,500	GA - Uniform Expense	6,500	5,953	(547)
20,000	GA - Computer - Technology Expense	20,000	16,145	(3,855)
30,000	GA - Maint. of General Property	30,000	33,244	3,244
30,000	GA - Licenses & Subscriptions	30,000	11,063	(18,937)
35,000	GA - Contractual Services - Engineering	35,000	27,188	(7,812)
30,000	GA - Contractual Services - Accounting	30,000	18,325	(11,675)
180,000	GA - Contractual Services - Legal	180,000	94,436	(85,564)
15,000	GA - Contractual Services - Other	15,000	7,475	(7,525)
15,300	GA - Rental of Building	15,300	15,300	-
90,000	GA - Transportation Expense	90,000	93,999	3,999
110,000	GA - Insurance	110,000	83,976	(26,024)
25,000	GA - Worker's Comp	25,000	15,565	(9,435)
30,000	GA - Regulatory Commission Expense	30,000	32,506	2,506
55,000	GA - Bond Administration Fees	55,000	50,876	(4,124)
15,000	GA - Misc. General Expense	15,000	11,220	(3,780)
3,000	GA - Advertising & Publication Expense	3,000	3,294	294
603,946	Interest on Long Term Debt (Non-Operating)	603,946	604,231	285
-	Loss on Disposition of Assets	-	67,796	67,796
2,205,421	Depreciation Expense (Non-Cash)	2,205,421	2,205,421	-
-	Amortization Expense (Non-Cash)	-	65,008	65,008
7,152,448	**TOTAL EXPENSES**	7,152,448	6,941,682	(210,766)
83,552	Excess (Deficit)	83,552	501,983	

Reconciliation to Cash:

Cash Balance @ 6/30/23	2,544,101	
Disbursements To Date	(12,649,801)	
Expenses	6,941,682	
Deposits To Date	11,907,405	
Revenues	(7,443,665)	
CASH BALANCE 6/30/2024	1,801,704	
	1,801,704	Sewer Operating
Grant Revenue - WDA EEGF	1,966,030	
CIF Revenue (Non-Operating)	2,504,204	
Sewer Capacity Improvement Fund	7,498,696	
Sewer Renewal & Replacement Fund	481,194	
Sewer Working Capital Fund	728,625	

Charles Town Water Department
Revenue & Expense Summary
7/31/2024

Annual Budget		Y-T-D Budget	Y-T-D Actual	Difference
	REVENUES			
3,182,000	Metered Sales - Residential	265,167	305,024	39,857
1,525,000	Metered Sales - Commercial	127,083	142,451	15,368
58,000	Metered Sales - Glen Haven/Cavaland	4,833	5,411	578
25,000	Sale for Resale - Bulk Water	2,083	11,379	9,296
80,000	Forfieted Discounts	6,667	8,542	1,875
30,000	Misc. Service Rev - Reconnection / Tap Fees	2,500	1,948	(552)
565,000	Tank Lot Rental Income (Non-Operating)	47,083	98,119	51,035
160,000	Interest Income (Non-Operating)	13,333	27,196	13,863
34,000	Sinking Fund Income (Non-Operating)	2,833	-	(2,833)
40,000	Miscellaneous Income (Non-Operating)	3,333	5,018	1,684
5,699,000	**TOTAL REVENUES**	474,917	605,088	130,171
	EXPENSES			
15,000	WS - Materials & Supplies Expense	1,250	837	(413)
30,000	WS - Maint of Water Source	2,500	330	(2,170)
441,390	WT - Salaries & Wages - Operations Labor	36,783	50,635	13,852
155,000	WT - Power & Fuel	12,917	12,315	(602)
10,000	WT - Power & Fuel - GH/CAV	833	560	(273)
185,000	WT - Chemical Expense	15,417	5,596	(9,821)
35,000	WT - Testing	2,917	414	(2,503)
30,000	WT - Materials & Supplies Expense	2,500	1,671	(829)
5,000	WT - Materials & Supplies Expense - GH/CAV	417	632	215
55,000	WT - Sludge Hauling	4,583	1,378	(3,206)
90,000	WT - Maint of Water Treatment Plant	7,500	1,200	(6,300)
10,000	WT - Maint of Water Plant - GH/CAV	833	-	(833)
20,000	WT - Licenses & Subscriptions	1,667	-	(1,667)
403,960	TD - Salaries & Wages - Maintenance Labor	33,663	57,868	24,205
25,000	TD - Materials & Supplies Expense	2,083	3,616	1,533
50,000	TD - Maint of Dist Reservior & Standpipes	4,167	252	(3,915)
120,000	TD - Maint of Mains	10,000	2,258	(7,742)
160,000	TD - Maint of Services	13,333	5,350	(7,984)
240,000	TD - Maint of Meters	20,000	23,071	3,071
50,000	TD - Maint of Hydrants	4,167	7,193	3,027
197,629	CA - Salaries & Wages	16,469	21,095	4,626
65,000	CA - Billing Expense	5,417	-	(5,417)
72,000	CA - Licenses & Subscriptions (includes Sensus)	6,000	231	(5,769)
15,000	CA - Bad Debt Expense	1,250	(331)	(1,581)
139,895	GA - Salaries & Wages	11,658	15,727	4,069
2,500	GA - Director Compensation	208	250	42
229,592	GA - Employee Insurance & Benefits	19,133	18,397	(735)
106,684	GA - Employee Pension Expense	8,890	8,348	(543)
90,681	GA - Payroll Taxes - FICA Tax Expense	7,557	8,019	462
6,936	GA - OPEB (Other Post Employment Benefits)	578	518	(60)
23,325	GA - Employee 457 Expense	1,944	1,594	(350)

Charles Town Water Department
Revenue & Expense Summary
7/31/2024

78,000	GA - Office Supplies & Expense	6,500	9,613	3,113
15,000	GA - Travel, Training, & Education	1,250	1,732	482
10,000	GA - Uniform Expense	833	190	(644)
22,000	GA - Computer - Technology Expense	1,833	-	(1,833)
25,000	GA - Maint. of General Property	2,083	4,034	1,951
20,000	GA - Licenses & Subscriptions	1,667	5,179	3,512
30,000	GA - Contractual Services - Engineering	2,500	-	(2,500)
20,000	GA - Contractual Services - Accounting	1,667	-	(1,667)
65,000	GA - Contractual Services - Legal	5,417	634	(4,783)
25,000	GA - Contractual Services - Other	2,083	440	(1,643)
15,300	GA - Rental of Building	1,275	-	(1,275)
72,000	GA - Transportation Expense	6,000	2,065	(3,935)
95,000	GA - Insurance	7,917	21,677	13,760
19,158	GA - Worker's Comp	1,597	5,460	3,863
20,000	GA - Regulatory Commission Expense	1,667	400	(1,267)
6,000	GA - Bond Administration Fees	500	-	(500)
15,000	GA - Misc. General Expense	1,250	468	(782)
5,000	Advertising & Publication Expense	417	-	(417)
358,160	Interest on Long Term Debt (Non-Operating)	29,847	-	(29,847)
1,237,073	Depreciation Expense (Non-Cash)	103,089	103,089	-
5,232,283	**TOTAL EXPENSES**	436,024	404,004	(32,020)
466,717	Excess (Deficit)	38,893	201,084	
	Reconciliation to Cash:			
	Cash Balance @ 6/30/24		641,029	
	Disbursements To Date		(583,873)	
	Expenses		404,004	
	Deposits To Date		708,107	
	Revenues		(605,088)	
	CASH BALANCE @ 7/31/2024		765,262	
			765,262	Water Operating
			0	
	CIF Revenue (Non-Operating)		150,886	
	Water Capacity Improvement Fund		6,094,361	
	Water Renewal & Replacement Fund		757,841	
	Water Working Capital Fund		397,341	

Charles Town Sewer Department
Revenue & Expense Summary
7/31/2024

Annual Budget		Y-T-D Budget	Y-T-D Actual	Difference
	REVENUES			
2,650,000	CTUB Service Revenue	220,833	247,816	26,983
1,550,000	Ranson Revenue	129,167	135,350	6,183
2,720,000	JCPSD Revenue	226,667	223,876	(2,791)
45,000	Customer Forfieted Discounts	3,750	3,752	2
32,000	Customer Forfieted Discounts- RA	2,667	3,342	676
50,000	Customer Forfieted Discounts- PSD	4,167	4,635	468
30,000	Misc. Sewer Revenues (Non-Operating)	2,500	961	(1,539)
170,000	Interest Income (Non-Operating)	14,167	32,862	18,695
165,000	Sinking Fund Income (Non-Operating)	13,750	4,650	(9,100)
7,412,000	**TOTAL REVENUES**	617,667	657,244	39,577
	EXPENSES			
15,000	CS - Materials & Supplies Expense	1,250	590	(660)
65,000	CS - Maint of Service Connections	5,417	696	(4,720)
180,000	CS - Maint of Collecting & Trans. Mains	15,000	3,866	(11,134)
513,870	PS - Salaries & Wages	42,823	46,048	3,225
140,000	PS - Power & Fuel	11,667	14,003	2,336
25,000	PS - Materials & Supplies Expense	2,083	917	(1,166)
65,000	PS - Sludge Hauling	5,417	-	(5,417)
180,000	PS - Maint of Pump Stations	15,000	12,294	(2,706)
276,817	TD - Salaries & Wages	23,068	31,163	8,095
150,000	TD - Power - CT Plant	12,500	14,808	2,308
90,000	TD - Power - TUI	7,500	6,542	(958)
10,000	TD - Power - Deerfield	833	1,218	385
180,000	TD - Chemical Expense - CT	15,000	-	(15,000)
25,000	TD - Chemical Expense - TUI	2,083	-	(2,083)
35,000	TD - Testing - CT	2,917	8,774	5,857
12,000	TD - Testing - TUI	1,000	920	(80)
80,000	TD - Materials & Supplies Expense	6,667	11,417	4,750
60,000	TD - Sludge Hauling - TUI	5,000	1,040	(3,961)
110,000	TD - Maint. Burns Farm	9,167	9,646	479
230,000	TD - Maint. Treatment Plant - CT	19,167	8,364	(10,802)
150,000	TD - Maint. Treatment Plant - TUI	12,500	6,715	(5,785)
15,000	TD - Maint. Treatment Plant - Deerfield	1,250	11,415	10,165
285,793	CA - Billing & Acct Labor	23,816	29,932	6,116
75,000	CA - Billing Expense	6,250	-	(6,250)
50,000	CA - Licenses & Subscriptions	4,167	231	(3,935)
25,000	CA - Bad Debt Expense	2,083	(190)	(2,274)
218,805	GA - Salaries & Wages	18,234	24,522	6,289
2,500	GA - Director Compensation	208	250	42
198,920	GA - Employee Insurance & Benefits	16,577	17,209	632
116,801	GA - Employee Pension Expense	9,733	7,726	(2,007)
99,281	GA - Payroll Taxes - FICA Tax Expense	8,273	6,790	(1,484)
6,120	GA - OPEB (Other Post Employment Benefits)	510	468	(42)
23,808	GA - Employee 457 Expense	1,984	1,460	(524)

Charles Town Sewer Department
Revenue & Expense Summary
7/31/2024

85,000	GA - Office Supplies & Expense	7,083	10,111	3,028
20,000	GA - Travel, Training, & Education	1,667	1,634	(32)
10,000	GA - Uniform Expense	833	243	(590)
20,000	GA - Computer - Technology Expense	1,667	-	(1,667)
30,000	GA - Maint. of General Property	2,500	-	(2,500)
30,000	GA - Licenses & Subscriptions	2,500	5,179	2,679
35,000	GA - Contractual Services - Engineering	2,917	-	(2,917)
30,000	GA - Contractual Services - Accounting	2,500	400	(2,100)
200,000	GA - Contractual Services - Legal	16,667	7,496	(9,170)
25,000	GA - Contractual Services - Other	2,083	440	(1,643)
15,300	GA - Rental of Building	1,275	-	(1,275)
90,000	GA - Transportation Expense	7,500	3,415	(4,085)
110,000	GA - Insurance	9,167	21,677	12,510
17,868	GA - Worker's Comp	1,489	5,652	4,163
30,000	GA - Regulatory Commission Expense	2,500	1,015	(1,485)
55,000	GA - Bond Administration Fees	4,583	-	(4,583)
15,000	GA - Misc. General Expense	1,250	1,451	201
5,000	GA - Advertising & Publication Expense	417	144	(273)
587,147	Interest on Long Term Debt (Non-Operating)	48,929	-	(48,929)
2,205,421	Depreciation Expense (Non-Cash)	183,785	183,785	-
7,325,451	**TOTAL EXPENSES**	610,454	521,475	(88,979)
86,549	Excess (Deficit)	7,212	135,769	

Reconciliation to Cash:

Cash Balance @ 6/30/24	1,801,704	
Disbursements To Date	(1,468,273)	
Expenses	521,475	
Deposits To Date	2,309,089	
Revenues	(657,244)	
CASH BALANCE 7/31/2024	2,642,520	
	2,642,520	Sewer Operating
	-	
Grant Revenue - WDA EEGF	-	
CIF Revenue (Non-Operating)	299,074	
Sewer Capacity Improvement Fund	7,811,770	
Sewer Renewal & Replacement Fund	498,615	
Sewer Working Capital Fund	731,178	