CHARLES TOWN UTILITY BOARD
AGENDA

WEDNESDAY, SEPTEMBER 11, 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 28, 2024 Minutes
   UB Minutes 08.28.24.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/82930531604?pwd=kD1VU7tU8h87WoOt3bAImkDat9gbM3.1

   Meeting ID: 829 3053 1604
   Passcode: 370302
   (301)715-8592

3. **UNFINISHED BUSINESS**
   a. Proposed OSA Grant Agreement G250412
   Proposed OSA Grant Agreement - G250412.pdf
   b. Locust Hill Golf Course Discussion

4. **NEW BUSINESS**
   a. Renewal and Replacement Project Resolution No. 23 - Contractor Pay Application No. 23
   Pay App No. 23.pdf
   b. Change Order No. 5 - Storm Sewer
   Change Order No. 5.pdf
   c. Maintenance Building Design
   New Maintenance Building Proposal - Task Order.pdf
   d. Red Clover Meadows Alternate Mainline Extension Agreement - Sewer

Red Clover Meadows AMEA- Sewer 8-30-24 Final.pdf
Utility Phasing Exhibits.pdf

e. BASF and Tyco Class Action Settlement Discussion and General PFAS Updates - Possible Executive Session Under: WV State Code Section §6-9A-4(b)(12) – To discuss any matter which, by express provision of federal law or state statute or rule of court is rendered confidential.
BASF and Tyco PFAS General Discussion.pdf

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

6. **APPROVAL OF BILLS**
   a. September 11, 2024
   Board Report 09.11.24.pdf

7. **ADJOURNMENT**

8. **INFORMATION ONLY**
   a. Next Meeting - September 25, 2024 at 4:00 P.M.

CHARLES TOWN UTILITY BOARD

Wednesday, September 11, 2024

Regular Meeting

661 South George Street
Charles Town, WV 25414

Approval of August 28, 2024 Minutes

Attachments:

UB Minutes 08.28.24.pdf

Charles Town Utility Board
Regular Board Meeting
August 28, 2024

The Charles Town Utility Board held a regular meeting on August 28, 2024 at 4:00 P.M. Members of the Board present were John Nissel, Chairman; Tommy Stocks, Treasurer; Heidi Parker, Board Member; and John Maxey, new appointed 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 August 28, 2024 Regular Meeting Minutes

The Chairman called for changes or corrections to the August 28, 2024 regular meeting minutes. Mrs. Parker suggested an amendment to the minutes.

Action: **Motion made by Mr. Stocks, second by Mrs. Parker, the Board unanimously approved the August 28, 2024 minutes as amended.**

Mrs. Parker rescinded her complaint she put on record at the last board meeting against Mrs. Stolipher.

PUBLIC COMMENT

Public comment was received from Jacquelyn Milliron and Mike Tolbert.

NEW BUSINESS

Stone Spring Alternate Mainline Extension Agreements

Mrs. Stolipher included the water and sewer Alternate Mainline Extension Agreements for the Stone Spring development for 325 single family and townhome units. Mr. Rodecker reviewed the agreements. Mr. Maxey suggested a small grammatical correction.

Action: **Motion made by Mr. Maxey, second by Mrs. Parker, the Board unanimously approved the water and sewer alternate mainline extension agreements for Stone Springs.**

Collection System Project Resolution and Bidding Schedule

Mrs. Stolipher informed the Board of the final authorization from WVDEP and WDA to bid the project, which they approved the option to list the Flowing Springs pump station upgrade as a bid alternate. She recommended the Board propose a resolution for City Council to initiate the bond ordinance process for the project. Bid documents will be opened on October 8th with selection of the contractor at the October 9th Board meeting. Mrs. Stolipher provided the resolution recommends issuing a bond not to exceed $5,000,000 with the understanding there may be last minute changes when final bids come in. The Board provided discussions.

Action: **Motion made by Mrs. Parker, second by Mr. Stocks, the Board unanimously approved Resolution No. 2024-03 Combined Waterworks and Sewerage System Revenue Bonds, Series 2024 A and Series 2024 B not to exceed $5,000,000.**

MANAGER REPORTS

Utility Manager Report

Mrs. Stolipher provided Collection Project documents in the packet as information updates. She mentioned the Locust Hill pond discussion will take place at the September 11th board meeting.

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

Chairman Report

The Chairman had no updates to report.

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

APPROVAL OF BILLS

August 28, 2024

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

ADJOURNMENT

There being no further business at this time, the Board adjourned the meeting at 4:23 P.M.

INFORMATION ONLY

The next meeting is scheduled for Wednesday, September 11, 2024 at 4:00 P.M. at 661 S. George Street.

_____ _____

John Nissel, Chairman

Ashley Stottlemyer, Secretary

CHARLES TOWN UTILITY BOARD

Wednesday, September 11, 2024

Regular Meeting

661 South George Street
Charles Town, WV 25414

Proposed OSA Grant Agreement G250412

Attachments:

Proposed OSA Grant Agreement - G250412.pdf

Sherri A. Young, D.O., MBA, FAAFP
DH Cabinet Secretary

Michael J. Caruso
DHF Cabinet Secretary

Cynthia A. Persily, Ph.D.
DoHS Cabinet Secretary

STATE OF WEST VIRGINIA
DEPARTMENTS OF HEALTH, HEALTH FACILITIES, AND HUMAN SERVICES

Office of Accounting
Division of General Accounting & Reporting | Amy J. Smith, Director

Dear Prospective Grantee:

Attached you will find a proposed grant agreement for your entity. Please print and review the document thoroughly. Should you have questions concerning this proposed grant agreement, please contact the appropriate person listed in Exhibit H. If you encounter an issue printing the attached grant agreement, please respond to e-mail address OSAGrants@wv.gov.

If you agree to the terms and conditions of this grant agreement, please secure a **notarized** (by a certified notary public) **original signature** of a duly authorized officer of your organization on the space provided on the signature page. Please note, if an Exhibit L, which represents the Business Associate Addendum (BAA), is applicable to your grant agreement, it now includes a signature line and must also be signed by the same duly authorized officer.

As a reminder, the grant agreement has not, as yet, been signed by an authorized official of the Office of Shared Administration. Accordingly, the grant agreement is not fully executed. You will receive via e-mail a signed copy once the grant agreement has been completely executed.

Promptly return the **entire original signed grant agreement and all exhibits** to:

Office of Shared Administration
Division of General Accounting & Reporting
One Davis Square
Suite 301
Charleston, WV 25301

The signed Grant Agreement and all exhibits must be returned to the address listed above or sent via email to OSAGrants@wv.gov as long as it is fully legible. Failure to return the grant will result in delay and the possible need to return a new original to you for signature a second time.

STATE OF WEST VIRGINIA DEPARTMENTS OF HEALTH, HEALTH FACILITIES, AND HUMAN SERVICES
GRANT AGREEMENT

	1. Federal Sub-recipient Grant Agreement (128)	**3.** Agreement Number:	G250412
X	**2.** Other Grant Agreement	**4.** wvOASIS Document Id	

5. Grantee UEI:	**6.** wvOASIS Vendor #: 000000175054	**7.** Date Prepared: 05/17/2024

8. Grantee Name and Address	**9.** Spending Unit Name and Address
CHARLES TOWN UTILITY BOARD 661 S GEORGE ST STE 101 CHARLES TOWN, WV 25414	Bureau for Public Health: Office of Environmental Health Services 350 Capitol Street, Room 206 Charleston, WV 25301
10. Grantee Remittance Name and Address	**11.** Spending Unit Contact Person Name
CHARLES TOWN UTILITY BOARD 661 S GEORGE ST STE 101 CHARLES TOWN, WV 25414	Levandoski, Ashley

12. Auditor's Information

Fund	Sub Fund	Budget Fiscal Year	Department	Unit	Appropriation Unit	Object	Sub Object	Amount
0417	0000	2025	0506	3448	30002	3256	4231	$38,000.00

Function	Major Program	Program	Program Period

Total: $38,000.00

13. Start Date: July 01, 2024	**14.** End Date: June 30, 2025

15. Description of Program

source water protection improvement activities

GRANT AGREEMENT
BETWEEN
THE WEST VIRGINIA DEPARTMENT OF HEALTH
Bureau for Public Health
Office of Environmental Health Services
and
CHARLES TOWN UTILITY BOARD

This Grant Agreement is between the West Virginia Department of Health, Bureau for Public Health Office of Environmental Health Services hereafter "Department" and CHARLES TOWN UTILITY BOARD, hereafter "Grantee." The Grant Agreement is for the provision of source water protection improvement activities as further described in **Exhibit A**.

WHEREAS, the Department has identified a public need;

WHEREAS, the Department has selected the Grantee to implement activities and services as described herein to accomplish a public purpose of support or stimulation authorized by Federal/State statutes and regulations;

WHEREAS, the Department will provide funds as available for these activities and services;

NOW, THEREFORE the parties mutually agree as follows:

I. PROGRAM SERVICES TO BE PROVIDED

1.01 **Scope:**

The Grantee agrees to provide the services and activities under the terms and conditions in the approved Statement of Work attached as **Exhibit A**.

II. GRANT AGREEMENT TERM

2.01 **Term:**

This Grant Agreement shall be effective for the period commencing on 7/1/2024 and ending on 6/30/2025. The Department shall have no obligation for payment of services rendered by the Grantee which are not performed within this specified period.

III. FUNDING

3.01 **Source of Funds:**

3.01(a) The Source of Funds Schedule, attached as **Exhibit B**, identifies the source of funds to be used as payment for the term of this Grant Agreement.

3.01(b) Federal funds are identified by the applicable Catalog of Federal Domestic Assistance (CFDA) numbers and the appropriated federal revenue fund account number(s).

3.01(c) State funds are identified by the specific appropriated general revenue fund and/or appropriated/non-appropriated special revenue fund account number(s).

3.02 **Condition for Receipt of State Funds:**

State funds provided by the Department to the Grantee under this Grant Agreement may not be used by the Grantee as a match or cost-sharing provision to secure other federal monies without prior written approval by the Department.

3.03 **Maximum Amount Available:**

The Department agrees to pay the Grantee a sum not to exceed Thirty Eight Thousand, $38,000.00, dollars for the term of this Grant Agreement. The amount of this Grant Agreement can only change by written agreement which is signed by the parties.

3.04 **Subject to Funds Availability:**

3.04(a) This Grant Agreement is subject to the appropriation and availability of State and/or Federal funds. If the funds are not appropriated as anticipated, or they are otherwise unavailable, the Department reserves the right to reduce or terminate this Grant Agreement upon written notice to the Grantee.

3.04(b) Such reduction or termination shall not be deemed a breach of Grant Agreement by the Department.

3.04(c) Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Agreement.

3.04(d) If termination occurs, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date, provided funds are available.

3.04(e) Upon such termination, the Grantee shall have no right to recover from the Department any actual, general, special, incidental, consequential, or any other damages of any description or amount.

3.05 **Program Income:**

3.05(a) 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200) outline specific guidance for the tracking and disposition of any program income generated as a result of funds received under this Grant Agreement.

3.05(b) Except as otherwise provided in Federal awarding agency regulations or the terms and conditions of the award, program income does not include interest on grant funds, nor does it include the receipt of principal on loans, rebates, credits, discounts, etc., or interest earned on any of them. Furthermore, program income does not include taxes, special assessments, levies, and fines raised by governmental recipients.

3.05(c) Grantee agrees to comply with all applicable regulations regarding program income.

IV. AUTHORIZING STATUTES AND REGULATIONS

4.01 **Grantee Uniform Administrative Regulations, (Cost Principles, and Audit Requirements for Federal Awards):**

Title 2, Part 200 of the Code of Federal Regulations (2 CFR 200) establishes uniform administrative requirements, cost principles and audit requirements for Federal awards to non-Federal entities. Subparts B through D of 2 CFR 200 set forth the uniform administrative requirements for grant agreements and for managing Federal grant programs. The Grantee agrees to comply with the uniform administrative requirements set forth within 2 CFR 200 Subparts B through D, regardless of whether the Department is funding this grant award with Federal pass-through dollars, state-appropriated dollars or a combination of both.

4.02 **Statutes and Program Regulations:**

For each federal grant program there are applicable federal statutes and/or codified federal program regulations. Also included are any applicable West Virginia Code citations, administrative rules, and Department policies. A listing of the above information and possible sources for obtaining the information is attached as **Exhibit C**. This information is to be used by the Grantee to determine the manner in which the work is performed under this Grant Agreement.

4.03 **Grantee Responsibility:**

The Grantee is responsible for obtaining the above information. The listing is not to be deemed inclusive, but informative of relevant statutes and regulations.

V. PAYMENT TERMS AND CONDITIONS

5.01 **Payment Methodology:**

The payment methodology guidance and address for invoice submission, attached as **Exhibit D**, shall constitute the manner whereby payments are made by the Department to the Grantee.

5.02 **Budget:**

The Grant Agreement Budget, attached as **Exhibit E,** shall constitute the maximum amount available to the Grantee for work performed under this Grant Agreement.

5.03 **Payment of an Invoice:**

The payment of an invoice by the Department shall not prejudice the Department's right to object to

or question any invoice or matter relating to this Grant Agreement. Such payment by the Department shall not be construed as acceptance of any part of the work or service provided nor as an approval of any of the costs invoiced.

5.04 **Unallowable Costs:**

The Grantee's invoice shall be subject to reduction for amounts included in any invoice or prior payment made which are determined by the Department not to constitute allowable costs on the basis of audits, reviews, or monitoring of this Grant Agreement.

5.05 **Deductions & Withholdings:**

5.05(a) The Department may deduct amounts or withhold payments invoiced by the Grantee under this or any other Grant Agreement between the Grantee and the Department or its operating units if the Grantee fails to comply with any requirements of this Grant Agreement or any other Grant Agreements between the Grantee and the Department or its Bureaus, Offices, Divisions, or other operating units.

5.05(b) Funds withheld due to unsatisfactory program performance or failure to comply with the terms and conditions of this Grant Agreement or any other Grant Agreement between the Department or its other operating units may be restored upon satisfactory completion of the condition that caused the withholding.

VI. STANDARDS FOR FINANCIAL MANAGEMENT

6.01 **Financial Management System:**

6.01(a) The Grantee will maintain an accounting system and a set of accounting records that, at a minimum, allows for the identification of the source of revenue and expenditures related to this Grant Agreement.

6.01(b) All records will be supported by source documentation.

6.01(c) The Grantee's financial and accounting records pertaining to this agreement must be closed out at the end of the Grant Agreement period and must identify any excess revenue over expenditures.

6.02 **Cost Principles:**

Subpart E of 2 CFR 200 establishes principles for determining the allowable costs incurred by non-Federal entities under Federal awards. The Grantee agrees to comply with the cost principles set forth within 2 CFR 200 Subpart E, regardless of whether the Department is funding this grant award with Federal pass-through dollars, state-appropriated dollars or a combination of both.

6.03 **Indirect Costs and Allocation of Costs:**

6.03(a) If the Grantee charges indirect costs to this Grant Agreement, the Grantee shall utilize an indirect cost rate that provides an equitable distribution of indirect expenses and shall

be prepared to substantiate the rate and the basis for the rate by providing the DHHR with one of the following three forms of documentation:

6.03(a)(1) Indirect cost proposal and corresponding negotiated indirect cost rate agreement as issued or otherwise approved by a Federal cognizant agency for indirect costs. "Cognizant agency for indirect costs" means the Federal agency responsible for reviewing, negotiating and approving indirect cost proposals developed under 2 CFR 200 on behalf of all Federal agencies.

6.03(a)(2) Indirect cost proposal and corresponding indirect cost rate agreement (or similar script) as issued or otherwise approved by another State grant-awarding agency that has agreed to review the proposal and negotiate a rate.

6.03(a)(3) Indirect cost proposal that includes the indirect cost rate; the distribution base; a signed certification as outlined within 2 CFR 200; and a written attestation (or similar form of assurance) from an independent certified public accountant confirming that the proposal complies with, was prepared in accordance with and addresses all of the requirements of 2 CFR 200.

6.03(b) De Minimis Rate

6.03(b)(1) A Grantee that has never received a negotiated indirect cost rate may elect to charge a de minimis rate of 10% of modified total direct costs as allowed per 2 CFR 200. "Modified total direct costs" means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and subawards and subcontracts up to the first $25,000 of each subaward or subcontract (regardless of the period of performance of the subawards and subcontracts under the award). Modified total direct costs excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs, and the portion of each subaward and subcontract in excess of $25,000.

6.03(b)(2) If the Grantee elects to utilize the de minimis rate, the Grantee must utilize the rate consistently for all Federal awards [and for all DHHR awards, regardless of whether said awards are funded with Federal dollars or State appropriated dollars] until such time as the Grantee chooses to negotiate for a rate.

6.03(b)(3) If the Grantee is a government agency that receives more than $35 million of direct Federal funding, the Grantee must submit its indirect cost rate proposal to its cognizant agency for indirect costs and is thus not qualified to utilize the de minimis rate.

VII. AUDITS AND MONITORING

7.01 **Audit Requirements:**

The Grantee agrees that it has reviewed, understands and will comply with the Federal audit requirements of 2 CFR 200 Subpart F as may be applicable; the State accountability requirements of WV Code §12-4-14; and the Grantee Audit Certification and Federal Expenditure Disclosure

(GACFED) requirements referenced within Exhibit F of this grant agreement.

7.02 **Monitoring:**

7.02(a) The Department has a responsibility to monitor the activities of its grantees as necessary to provide reasonable assurance that the Grantee uses these grant funds for intended and authorized purposes; complies with laws, regulations and the provisions of contracts or grant agreements; and achieves performance goals.

7.02(b) Monitoring is the process by which the programmatic and administrative management performance of a grant is continuously reviewed by the awarding agency. Factors that may affect the nature, timing and extent of monitoring activities of the Department include, but are not limited to, the complexities of the program's compliance requirements, the amount (dollar value) of awards, and the Grantee's overall level of risk. There are several types of monitoring activities that may be performed by the Department in relation to this grant including the review of audits, financial and performance reports; the performance of onsite monitoring visits; observing operations; reviewing financial and programmatic records; regular contact; other inquiries concerning program and financial activities; etc.

7.02(c) The Grantee shall fully cooperate and assist the Department or its authorized representative(s) with respect to the monitoring responsibilities and activities referenced herein, or with respect to any and all other monitoring activities deemed necessary and appropriate by the Department at its sole discretion. Notwithstanding the administrative and reporting requirements presently cited within this agreement, the Grantee shall allow for the performance of onsite monitoring reviews by the Department or its authorized representative(s), and agrees to provide any technical assistance, reports, records, documentation and to comply with all requests for information as deemed necessary and appropriate by the Department, at its sole discretion, to fulfill its monitoring responsibilities and objectives. The Department or its authorized representative(s) shall be given full and complete access to all information and personnel related to the performance of this grant agreement to ensure that program activities and costs are consistent with goals and objectives of the grant.

7.02(d) If as a result of its monitoring efforts the Department uncovers deficiencies in the Grantee's administration of this grant or related project/program, the Department shall notify the Grantee in writing of said deficiencies. The Grantee agrees to take immediate and timely corrective action as determined by the Department in an attempt to rectify any identified and reported deficiencies and to resolve the matter to the overall satisfaction and sole discretion of the Department.

7.03 **Failure to Comply:**

Failure to comply with any of the requirements within this [Audits and Monitoring] Section or failure to respond in a timely manner to the Department's request for reports, records, documentation or other information related to monitoring may result in disallowed costs, suspension or termination of funding for this and other grants and contracts with the Department.

VIII. REPORTS AND RECORDS

8.01 **Required Reports:**

The Grantee certifies that it will comply with all applicable reporting and record retention requirements the source of which may be Federal and State laws, programmatic regulations, public policy and/or administrative requirements. References to these requirements and further guidance may be found in the general terms and conditions of this grant agreement as well as the attached exhibits.

8.02 **Record Retention:**

8.02(a) Grantee shall retain all financial records, supporting documents, statistical records, and all other records pertinent to this Grant Agreement for a period of three years from the date of submission of the final expenditure report or payment of final invoice.

8.02(b) If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

8.02(c) Records for equipment acquired with Federal funds shall be retained for three years after final disposition.

8.03 **Access to Records:**

8.03(a) The Department and its Inspector General, Federal awarding agency and its Inspector General, Comptroller General of the United States, State Auditors, program monitors, or any duly authorized representatives have the right of timely and unrestricted access to any books, documents, papers, or other records of the Grantee, in order to make audits, examinations, excerpts, transcripts and copies of such documents.

8.03(b) This right also includes timely and reasonable access to the Grantee's past and present personnel for the purpose of interviewing and discussing matters related to such documents.

8.03(c) The rights of access are not limited to the required retention period, but shall last as long as records are retained.

8.03(d) Grantee waives any confidentiality, privacy privilege, or proprietary defenses regarding audits or monitoring.

IX. STANDARD TERMS AND CONDITIONS

9.01 **Required Approvals:**

The Department is not bound by this Grant Agreement until it is approved and signed by the appropriate Department and/or State officials in accordance with applicable West Virginia State laws and regulations.

9.02 **Modifications:**

9.02(a) Formal Grant Agreement modifications and change orders will be negotiated by the Department and the Grantee to address changes including, but not limited to, the terms and

conditions, costs, or scope of work included under this Grant Agreement.

9.02(b) As soon as possible after receipt of a written change request, but in no event more than thirty (30) days, the Grantee shall provide the Department a written statement verifying the change has no price impact on the Grant Agreement. If there is a price change, Grantee shall provide a description of the price increase or decrease involved in implementing the change.

9.02(c) The Department agrees to provide a modification, if approved, within thirty (30) days of receipt of Grantee's written statement.

9.02(d) No changes in scope to the project are authorized or are to be implemented by Grantee until a written change order is received and approved in writing by the Department and other applicable agencies.

9.03 **Termination**:

9.03(a) Any change in Federal and/or State law which significantly alters Grantee's required activity, or any change in the availability of funds shall be viewed as binding and shall warrant good faith renegotiation of the provisions of the Grant Agreement that are affected. This change in circumstance includes suspension, termination, or reduction by the federal grantor agency of the grant to the Department under which this Grant Agreement is made. If such renegotiation proves unsuccessful within ten (10) days, the Grant Agreement may be terminated upon written notice of either party to the other party at least thirty (30) days before termination.

9.03(b) This Grant Agreement may be cancelled by either party at any time with or without cause, upon thirty (30) days notice in writing, and delivered by mail or in person.

9.03(c) Upon default, as defined below, the Department shall give Grantee twenty (20) days written Notice of Default and Right to Cure. If the default has not been cured within such twenty day period, then this Grant Agreement shall terminate automatically upon its own terms without further notice or demand. Default shall include Grantee's:

9.03(c)(1) Failure to fulfill for any reason in a timely and proper manner its obligations under this Grant Agreement in the Department's sole determination;

9.03(c)(2) Failure for any reason to comply with such additional conditions as may be lawfully applied by the federal grantor agency to the Grantee and Department;

9.03(c)(3) Failure to demonstrate compliance with any corrective action plans approved by the Department.

The Department expressly reserves all remedies at law and equity, including without limitation, the right to seek all appropriate relief upon the filing of a voluntary or involuntary petition for Grantee's reorganization or liquidation under any bankruptcy or insolvency laws providing for the relief for debtors.

9.03(d) In the event of any termination, all property and finished or unfinished documents, data, and studies prepared by Grantee under this Grant Agreement shall be disposed of according to directive of the federal awarding agency and the Department, and Grantee may be entitled to compensation for any nonreimbursed expenses reasonable and necessary incurred in satisfactory performance of

the Grant Agreement.

9.03(e) Notwithstanding the above, Grantee shall not be relieved of the liability to the Department for any damages sustained by the Department by virtue of any breach of the Grant Agreement by Grantee. The Department within its sole discretion may withhold payments due the Grantee under this Grant Agreement, or withhold payments due under any other grant agreement between the Grantee and Department or its operating units as payment for damages. The Department within its sole discretion may use the withheld amounts as security to cover unliquidated damages sustained by the Department as reasonably estimated by the Department until such time as the exact amount of damages due the Department from the Grantee is agreed upon or otherwise determined.

9.03(f) The Department shall provide Grantee with notice, in writing, of conditions endangering performance. If after such notice Grantee fails to remedy the conditions contained in the notice within the time period contained in the notice, the Department shall issue an order to stop all work immediately. The Department shall be obligated only for services rendered and accepted before the date of the notice of termination.

9.04 **Assignment:**

Grantee shall not modify, convey, sell, transfer, assign, delegate, or otherwise dispose of the Grant Agreement or any portion thereof or of any right, title or interest therein without the prior written consent of the Department. This provision includes potential assignment of the Grant Agreement due to change in ownership of the firm.

9.05 **Subgranting:**

The Grantee shall not enter into a subgrant agreement for any of the work performed under this Grant Agreement without obtaining the prior written approval of the Department. If subgrant agreements are approved by the Department, they shall contain, at a minimum, sections of this Grant Agreement pertaining to Indemnity Conflicts of Interest, Lobbying, Nondiscrimination, Audit Requirements, Public Notice and any other State and/or Federal requirements.

9.06 **Completeness:**

9.06(a) This Grant Agreement is complete and contains the entire understanding between the parties relating to this Grant Agreement.

9.06(b) This Grant Agreement supersedes all prior understandings, representations, negotiations, and agreements between the parties written or oral.

9.06(c) If there is a conflict between any of the terms of this Grant Agreement as specified in Sections I through XVI and **Exhibit A**, the terms of Section I through XVI shall govern.

9.07 **Severability:**

If any terms and conditions of this Grant Agreement are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in effect. To this end, the terms and conditions of this Grant Agreement are declared severable.

9.08 **Ownership of Information, Software and Data:**

9.08(a) Within the scope of confidentiality provision in this Grant Agreement and governing laws, the Department and Grantee shall share joint ownership of all information and data developed, derived, documented or furnished by Grantee and/or the Department under this Grant Agreement.

9.08(b) Within the scope of confidentiality provision in this Grant Agreement and governing laws, the Department and Grantee shall both have unlimited, non-exclusive rights to use, disclose, duplicate or publish for any purpose whatsoever, the results of activities under this Grant Agreement.

9.08(c) All software must include application programs in the most current version, systems instructions, all data files in the current versions, user and operational manuals and other documentation, system and program documentation describing the most current version, network configuration and control documentation, training programs and material in the operational plans and products developed, and all specialized or specially modified operation system software and specially developed programs, including utilities, software and documentation which are required for or used in the operation of any software developed and/or purchased.

9.08(d) All computer equipment and software that interfaces with the Department's equipment and software shall meet or exceed Department standards.

9.09 **Licensure and Registrations:**

The Grantee certifies that it is registered and licensed to do business in the State of West Virginia. The Grantee and its employees and all sub-grantees shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

9.10 **Department Right of Approval:**

The Department shall have the right in its sole discretion to refuse to permit any employee of the Grantee, or employee of an approved agent, assignee, or subcontractor of the Grantee, to be located at a Department work location, or to provide services to the Department or its clientele pursuant to this Grant Agreement.

X. COMMUNICATIONS AND CONTACTS:

10.01 **Contacts:**

A list identifying contact persons for each party is attached as **Exhibit H.**

10.02 **Notices:**

Any notice, request, demand, communication required under this Grant Agreement shall be in writing and shall be deemed sufficiently given upon delivery, if delivered by hand (signed receipt obtained), or three (3) days after posting if properly addressed and sent certified mail return receipt requested. These notices shall become effective on the date of receipt or the date specified within the notice, whichever comes later.

10.03 **Party Changes:**

Each party shall provide a written notice of changes in contact persons, address, telephone, fax numbers, and email addresses.

XI. PROCUREMENT AND PROPERTY STANDARDS

11.01 **Procurement Standards:**

11.01 The grantee must use its own documented procurement procedures which reflect applicable state and local laws and regulations, provided that the procurements conform to applicable federal law and the standards identified in 2 CFR Part 200.317- 200.326.

11.02 **Property Standards (Property, Equipment and Supplies):**

11.02(a) Grantee is bound by and agrees to comply with the property standards set forth in 2 CFR 200.310-200.316, regardless of whether the Department is funding this grant award with Federal pass-through dollars, state-appropriated dollars or a combination of both.

11.03 **Prior Approval for Equipment and other Capital Expenditures:**

Capital expenditures for general purpose equipment; special purpose equipment; and improvements to land, buildings, or equipment which materially increase their value are unallowable except with the prior written approval of the Department and must be included as a separate budgetary line item in **Exhibit E** of this grant agreement. Further regulations regarding the acquisition, disposition and overall accounting for property and equipment are delineated in 2 CFR 200.439. Additionally, the grantee shall be bound by any special terms, conditions or restrictions regarding capital expenditures for property and equipment as disclosed in **Exhibit K** of this grant agreement.

XII. INDEPENDENT GRANTEE:

12.01 **Relationship:**

12.01(a) The relationship of the Grantee to the Department will be that of an independent grantee and no principal-agent relationship or employer-employee relationship is contemplated or created by the parties to this Grant Agreement.

12.01(b) Grantee shall be responsible for selecting, supervising, and compensating individuals employed pursuant to the terms of this Grant Agreement.

12.01(c) Neither the Grantee nor any employees or contractors of the Grantee shall be deemed to be employees of the Department for any purposes whatsoever, and neither the Grantee nor any employees or contractors of the Grantee shall be eligible to participate in any benefit program unless such program is specifically available to the Grantee by the State of West Virginia as a separate, distinct and stand alone benefit not arising from the Department and this grant agreement.

12.01(d) Grantee shall be exclusively responsible for the payment to its employees and contractors of all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, compliance with the wage and hour law and all other employment laws.

XIII. INDEMNIFICATION AND HOLD HARMLESS:

13.01 **Indemnification and Hold Harmless:**

Grantee shall indemnify and hold harmless the Department, its Bureaus, Offices, Commissions, State of West Virginia, its officers, agents, subcontractors and employees of each entity from and against any and all loss, damage, liability and from any claims for damages arising from bodily injury, including death, which may be sustained or claimed to be sustained by any person, including employees of Grantee or its subcontractors or agents, and from any damages to property, including loss of use, and including property of the Department and State of West Virginia, caused by or arising out of or claimed to have been caused or to have arisen out of an act or omission of Grantee or its agents, employees or subcontractors in connection with the performance of this Grant Agreement, or caused by or arising out of or claimed to have been caused or to have arisen out of the concurrent negligence of Grantee, its agents and employees, in connection with the performance of this Grant Agreement, whether or not insured against; provided, however, that the foregoing indemnification will not cover loss, damage or liability arising from the sole negligence of the Department, its agents and employees; and Grantee shall at its own cost and expense defend any claim, suit, action, or proceeding, whether groundless or not, which may be commenced against the Department or State of West Virginia, and Grantee shall pay all judgments which may be recovered in any such actions, claims, proceedings or suits and defray any and all expenses, including costs and attorneys fees, which may be incurred as a result of such actions, claims, proceedings or suits. Notwithstanding the foregoing, in the event of such actions, claims, proceedings or suits, the Department shall be entitled, if it so elects, to representation by attorneys of its own selection. The obtaining by the Grantee of a release or discharge of liability running to the Grantee shall not diminish nor affect in any way the rights of the Department and the obligation of the Grantee.

If Grantee is an agency or instrumentality of the state of West Virginia, this section is not applicable to this Grant Agreement or any other Grant Agreement issued by the Department. If Grantee is an agency or instrumentality of a state other than the state of West Virginia; is a local government located within or outside the state of West Virginia, as the term "local government" is defined in 2 CFR 200.64; or is a nonprofit organization operating within or outside the state of West Virginia, as the term "nonprofit organization" is defined in 2 CFR 200.70, this section is applicable.

XIV. ASSURANCES & PUBLIC POLICY REQUIREMENTS

14.01 **Assurances:**

14.01(a) **Conflicts of Interest:** The Grantee attests that it, its officers or members, employees, or subgrantees presently have no interest and shall not acquire any interest, direct or indirect which would conflict or compromise in any manner the performance of services. The Grantee further attests that during the performance of the Grant Agreement, the Grantee shall periodically question its officers, members and employees concerning such interests. Any such interest discovered shall be promptly presented in detail to the Department. The Grantee will establish safeguards to

prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal gain.

14.01(b) **Transactions with Affiliated Business Entities or Relatives:** Grantee will make a full disclosure in writing to the Department any corporation, partnership, sole proprietorship, or other business entity of any kind which is a wholly or partially owned entity of the Grantee or whose relatives supply goods or services to Grantee or work for or provide services to Grantee.

14.01(c)**No Debt Requirement:** Grantee certifies it has thoroughly reviewed its business activities and accounts after reading **Exhibit I** (attached), and Grantee hereby assures the Department that Grantee and all its related parties do not owe any debt.

14.02 **Public Policy Requirements:**

14.02(a) **Certification Regarding Debarment & Suspension:** Grantee certifies that no entity, agency, or person associated with the Grantee is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, “Debarment and Suspension.”

14.02(b) **Certification of Compliance with Environmental Tobacco Smoke/Pro Children Act of 1994:** Grantee certifies compliance with Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as Pro-Children Act of 1994, requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity. By signing and submitting this application the Grantee certifies that it will comply with the requirements of the Act.

The Grantee further agrees that it will require the language of this certification be included in any subgrants which contain provisions for the children's services and that all subgrantees shall certify accordingly.

The Public Health Service strongly encourages all grant recipients to provide a smoke-free workplace and promote the non-use of tobacco products. This is consistent with the PHS mission to protect and advance the physical and mental health of the American people.

14.02(c)**Certification of a Drug Free Workplace:** In accordance with Public Law 100-690 Drug-Free Workplace Act of 1988 the Grantee certifies the following requirements for a drug free workplace will be provided and/or maintained with a good faith effort including, at a minimum, having a policy statement and an ongoing drug awareness program. If such a policy and practice have not been established heretofore, Grantee agrees to do so within thirty (30) calendar days after the beginning of this Grant Agreement.

Grantee agrees to publish a statement notifying employees that the unlawful manufacture,

distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition. Grantee also agrees to make it a requirement that each employee who will be engaged in the provision of service under this Grant Agreement be given a copy of this statement and that each such employee understand that, as a condition of employment, the employee will abide by the terms of the statement.

Grantee also agrees to establish and/or maintain an ongoing drug-free awareness program to inform employees about the dangers of drug abuse in the workplace, any available drug counseling or rehabilitation, and the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

14.02(d) **Certifications Related to Lobbying:** Grantee shall not endorse or support any candidate running for partisan political office. No federal or state funds under this Grant Agreement shall be expended to support any legislative lobbying efforts of Grantee related to specific legislation. Grantee shall certify that no federal appropriated funds have been paid or will be paid, by or on behalf of the Grantee or an employee thereof, to any person for purposes of influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress , an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Grantee shall immediately complete and submit a disclosure form to report lobbying.

Grantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including, but not limited to subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements), and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this Grant Agreement was made. Submission of this certification is a prerequisite for making and entering into this Grant Agreement imposed under 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty.

14.02(e) **Civil Rights:** Grantee shall comply with all Federal and State laws, rules and regulations that prohibit any unlawful discrimination or violations of civil rights. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 - 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L 91-616), as amended, relating to nondiscrimination

on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal and State assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to this grant. The Grantee shall insert a similar provision in all subcontracts and subawards for activities covered under this Grant Agreement.

14.02(f) **Program Fraud Civil Remedies Act:** The authorized official signing for the Grantee certifies that the statements herein are true, complete, and accurate to the best of his or her knowledge, and that he or she is aware that any false, fictitious, or fraudulent statements or claims may subject him or her to criminal, civil, or administrative penalties. The undersigned agrees the Grantee organization will comply with all terms and conditions of the Grant Agreement.

XV. OTHER TERMS AND CONDITIONS

15.01 **Confidentiality of Records:**

Strict standards of confidentiality of records and the Health Insurance Portability and Accountability Act of 1996 (HIPAA) shall be maintained in accordance with State and Federal laws. Attached **Exhibits J and L** (if applicable) more fully explain these requirements and must be followed by the Grantee. It is expressly understood and agreed that obligations set forth in this section shall survive the termination of this Grant Agreement.

15.02 **No Waiver/Strict Performance Required:**

Failure by any party to this Grant Agreement to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Agreement shall be deemed to have been waived, modified, deleted except by a written amendment signed by the parties.

15.03 **Titles, Tense:**

In construing this Grant Agreement, whenever appropriate, the singular tense shall be deemed to mean the plural and vice-versa. Titles of sections and paragraphs used herein are for the purpose of facilitating ease of reference only and shall not be construed to be a part of this Grant Agreement.

15.04 **State and Federal Compliance:**

The Grantee shall comply with all applicable State and Federal laws and regulations in the performance of this Grant Agreement.

15.05 **Department Liability:**

The Department shall have no liability except as specifically provided in this Grant Agreement.

15.06 **Organization and/or Personnel Changes:**

Grantee agrees to inform the Department of any changes of key personnel or organizational structure affecting the operation of the Grantee agency.

15.07 **Taxes and Obligations:**

Grantee certifies it is current on all taxes and obligations due the federal, state, and local governments.

15.08 **Public Notice:**

Grantee shall give credit in any publicity, printed materials, programs, and press releases as follows: “This program is being presented with financial assistance as a grant from the West Virginia Department of Health and Human Resources.”

15.09 **Information Technology Policies:**

Grantees that have access to Department data systems or use the Department’s Wide Area network (WAN) agree to comply with all of the Department’s Information Technology Policies, including, but not limited to, the Information Technology Resource Policy and the Hardware/Software Policy. Grantee agrees to only use these systems for activities related to the work performed under this Grant Agreement.

XVI. SPECIAL TERMS AND CONDITIONS

16.01 Any special terms and conditions required as a condition for receiving and expending funds under this Grant Agreement are attached as **Exhibit K**.

16.01(a) If any of these special terms and conditions required by federal statute, codified federal regulation, applicable West Virginia Code citations, administrative rules, or Department policies conflict with any other terms and conditions of this Grant Agreement, the special terms and conditions shall control.

16.01(b) If the special terms and conditions conflict with federal statutes, codified federal regulations, applicable West Virginia Code citations, administrative rules, or Department policies, such special terms and conditions are void.

IN WITNESS WHEREOF, the parties have caused this Grant Agreement to be signed and dated as shown below.

FOR CHARLES TOWN UTILITY BOARD

Grantee Authorized Signature: _____ *Date:* _____

Printed Name and Title: _____

Taken, sworn and subscribed before me this ___ day of _____, 20___.

Notary Public Signature: _____

My Commission Expires: _____

FOR THE DEPARTMENT OF HEALTH

_____ _____

Date

A. Introduction/Background

West Virginia State Code 16-1 requires that any public water utility required to file a source water protection plan (SWPP) shall submit an updated SWPP at least every three years or when there is a substantial change in the potential sources of significant contamination within the identified zone of critical concern. The Department of Health and Human Resources, working in collaboration with the Department of Environmental Protection and the Division of Homeland Security and Emergency Management, shall compile an inventory of all potential sources of significant contamination (PSSC) contained within a public water system's (PWS) zone of critical concern. The PWS is required to update the PSSC inventory when the SWPP is updated.

B. Objectives

The goal of this project is to update the Charles Town Utility Board PSSC inventory including a newly discovered group of septic tanks at Summit Point Raceway. As part of the updates, communicate with the upstream PSSC threats and provide public outreach information and materials.

C. Activities

Update the PSSC inventory and the communications plan and provide public outreach information. The work will be done within the Charles Town Utility Board watershed area in Jefferson County, West Virginia.

D. Performance Measures

Complete the SWPP and PSSC updates and include these improvements in the next required update to the Source Water Protection Plan for the public water system.

E. Timeframes

July 1, 2024 to June 30, 2025.

EXHIBIT B
SOURCE OF FUNDS SCHEDULE

The Department estimates the funds for this Grant Agreement shall be paid from the following federal and/or state sources:

FEDERAL FUNDS			
1. CFDA Number	2. Account Number (Fund/Appropriation Unit)	3. Grant Name	4. Amount
TOTAL FEDERAL FUNDS			

STATE FUNDS		
5. Fund/Appropriation Unit	6. Fund/Appropriation Unit Name	7. Amount
0417/30002	Environmental Health Services	$38,000.00
TOTAL STATE FUNDS		**$38,000.00**

STATE FUNDS		
(Appropriation Type - Special Revenue: Appropriated or Unappropriated)		
8. Account Numbers (Fund/Appropriation Unit)	9. Fund/Appropriation Unit Name	10. Amount
TOTAL STATE FUNDS		

TOTAL FEDERAL AND STATE FUNDS	**$38,000.00**

If at the end of the Grant Agreement period the Department determines the funding sources for all payments to the Grantee for this Grant Agreement are different than reflected above, a revised Source of Funds Schedule shall be sent to the Grantee by the Department that reflects the final source of funds.

FFATA

As stated in the Addendum to this grant agreement, the Grantee must comply with the Federal Funding Accountability and Transparency Act of 2006.

Health Insurance Portability and Accountability Act

"Health Insurance Portability and Accountability Act of 1996, Public Law 104 - 191, 110 Stat. 1936 (1996) (HIPAA) and regulations promulgated thereunder (HIPAA Regulations)."

West Virginia Nonprofit Corporation Act

"West Virginia Nonprofit Corporation Act, W. Va. Code 31E-1-101 through 31E-8-856, if applicable.
http://www.wvlegislature.gov/WVCODE/code.cfm?chap=31E&art=1

WV Code §12-4-14

In accordance with WV Code §12-4-14, referenced in Exhibit F of this grant agreement, a Grantee seeking a State grant must provide verification that they have filed all reports and sworn statements of expenditures for prior State grants received. Therefore, in accordance with WV Code §12-4-14 and Section 8.1.1 of CSR §155-09, the following assurance is hereby incorporated into this grant agreement for the purpose of providing the required certification:

"Under penalty of law for false swearing (West Virginia Code §61-5-3), Grantee certifies that by signing this grant agreement on the signature page that Grantee and all related parties have filed all reports for State grants received as required under West Virginia Code §12-4-14."

Grantee Executive Responsibility and Accountability

If a grantee is required to comply with any audit or monitoring procedures described in this grant, or if the grantee receives any other audit reports or findings (including but not limited to IRS, FBI, EPA, DOD, DOC, SEC, OSHA, DOJ, DOT, OCR, FTC or other regulatory audits), the grantee's President, Chief Executive Officer, or Executive Director (whichever is applicable, hereafter President) shall insure that the following occurs:

(1) that the grantee's officers, responsible financial personnel (including grantee's internal and external accountants and CPAs), Board of Directors, and lawyer(s) timely receive a complete copy of the above described audits, findings and monitoring reports with exhibits, and

(2) that after a review by them, the President shall make an inquiry to them whether they have any other information, knowledge or facts indicating that the grant funds were not spent in accordance with the grant agreement, other than those disclosures previously made to any internal auditors, external auditors, regulatory authorities and to the DEPARTMENT, and

(3) that if the President learns from his inquiry of new information, knowledge or facts indicating the grant funds were not spent in accordance with the grant agreement, he shall report immediately his new findings to the DEPARTMENT, appropriate internal and external auditors and the appropriate regulatory authorities, and

(4) that the DEPARTMENT will receive a copy of any audit report, or finding by a regulatory agency related or unrelated to this grant (including but not limited to any report, audit or finding from any regulatory agency or oversight organization that criticizes the grantee's operation, purchasing practices, delivery of services, staff salaries, personnel practices, and programs, including but not limited to, for example, the IRS, FBI, EPA, DOD, DOC, SEC, OSHA, DOJ, DOT, OCR, FTC, and other investigative federal and state agencies, etc). If there is any doubt as to whether to "self disclose" and send a copy of any such audit or report to the DEPARTMENT, it is the grantee's responsibility to seek timely written clarification from the DEPARTMENT.

Under penalty of law for false swearing (W.VA. CODE 61-5-3), DEPARTMENT in its discretion may request from time to time that the grantee's President provide a written letter of assurance to the DEPARTMENT that he has complied with the above requirements. The DEPARTMENT may request facts relating to such compliance, such as dates and other particulars of such compliance. If such assurance letters are requested, the grantee's President shall provide to the DEPARTMENT this written assurance no later than ten (10) days from the date on the written request.

The DEPARTMENT may also request the President to certify in writing within ten (10) days of DEPARTMENT's written request to him that the grantee has adequate controls to detect and prevent misuse of grant funds and accounting fraud. The grantee shall provide written proof, satisfactory to the DEPARTMENT, of the exact nature of these controls. If the DEPARTMENT determines in its sole discretion that the grantee's controls are inadequate, the grantee shall institute controls that are adequate to satisfy the DEPARTMENT within thirty (30) days of the DEPARTMENT's written notification of the inadequacy.

If the grantee refuses to provide such written assurances, or provides unsatisfactory written assurances, the DEPARTMENT in its sole discretion may terminate this grant and withhold the grant funds until a satisfactory assurance is received.

The fact that the DEPARTMENT did not request written assurances for any past period does not waive or otherwise change the grantee's continuing obligation to comply timely with the above disclosure and inquiry obligations and to provide written assurances satisfactory to DEPARTMENT. In other words, these disclosure and reporting duties are deemed a continuing duty regardless of whether the DEPARTMENT requests a written letter of assurance of compliance. It is the grantee's responsibility to make any appropriate self disclosures and to comply with this requirement, and then be able to document such compliance if and when requested by the DEPARTMENT.

Any correspondence required as a result of Grantee Executive Responsibility and Accountability provisions above can be submitted to:

Office of Internal Control and Policy Development
Office of Shared Administration
West Virginia Departments of Health, Health Facilities and Human Services
One Davis Square, Suite 401
Charleston, WV 25301

Pursuant to CFR 200.331 the below information is being provided to indicate the Federal Award Identification Number (FAIN) and the Federal Award Date.

Grant Name	FAIN	Start Date	End Date

EXHIBIT D
PAYMENT METHODOLOGY - SCHEDULE OF PAYMENTS - MULTIPLE RECONCILIATIONS

After receipt of the fully executed Grant Agreement, the Grantee will submit invoices pursuant to the Schedule of Payments provided for in this exhibit. Each invoice must bear the original signature of the Grantee's agency head or person designated as responsible for the invoicing. Such invoices must be submitted as an original with **Zero (0)** copies and must conform to the Department's invoicing instructions.

Invoices are to be submitted to the address below:

Bureau for Public Health: Office of Environmental Health Services
350 Capitol Street, Room 206
Charleston, WV 25301

Schedule of Payments

Date	Amount
7/15/2024	$7,600.00
10/15/2024	$8,360.00
1/15/2025	$9,500.00
4/15/2025	$12,540.00
TOTAL	$38,000.00

The Grantee understands that invoices submitted prior to the full execution of the Grant Agreement and the issuance of the Grant Agreement will not be honored and that invoices submitted with mistakes and/or omissions will be returned.

Requests by the Grantee for payment shall be limited to the minimum amount needed and be timed to be in accordance with the actual, immediate cash requirements of the Grantee in carrying out the purpose of the approved program or project. The timing and amount of the cash payment shall be as close as is administratively feasible to the actual disbursements by the Grantee for direct program costs and the proportionate share of any allowable indirect costs.

Reports reconciling payments received and actual expenditures incurred will be submitted in accordance with Exhibit G reporting requirements. Scheduled payments may be adjusted in subsequent months based on the financial information contained in the reports.

A final report reconciling total payments received and actual expenditures incurred for the term of this agreement must be submitted to the Department as specified in Exhibit G. Any payments received in excess of actual expenditures must be returned to the Department.

EXHIBIT E
GRANTEE BUDGET

Budget Category	Amount
A. Personnel	$35,000.00
B. Fringe Benefits	
C. Equipment	
D. Supplies	$1,000.00
E. Contractual Costs	
F. Construction	
G. Other	$2,000.00
Total Direct Costs	$38,000.00

H. Indirect Costs	
Total Indirect Costs	

Total Grant Award	**$38,000.00**

For informational purposes only:

I. Grantee Supplied Match /Certified Match	
J. Other Grantee Supplied Funds	

K. Program Income (Projected)	

L. Indirect Cost Rate %	0.00%
M. Cost Distribution Base	
N. Rate Substantiation	

EXHIBIT F
FEDERAL AUDIT REQUIREMENTS – STATE ACCOUNTABILITY REQUIREMENTS
GRANTEE AUDIT CERTIFICATION AND FEDERAL EXPENDITURE DISCLOSURE

F.1. **Federal Audit Requirements**: Grantees that expend $750,000 or more during their fiscal year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of 2 CFR 200 Subpart F (Audit Requirements). The audit must be completed and the reporting package required by 2 CFR 200 Subpart F shall be submitted to the Office of Internal Control and Policy Development, Division of Compliance and Monitoring at the address referenced below within the earlier of 30 days after receipt of the auditor's report(s) or nine months after the Grantee's fiscal year end.

F.2. **Grantee Audit Certification and Federal Expenditure Disclosure (GACFED) form**: The Departments developed a Grantee Audit Certification and Federal Expenditure Disclosure (GACFED) form to track the Grantee's total Federal award expenditures and to ensure that its Grantees comply with the Federal audit requirements of 2 CFR 200 Subpart F. Specifically, the GACFED form provides the Department with precise information related to a Grantee's Federal award activity in advance of the single audit due date. The Grantee shall submit the GACFED form to the Office of Internal Control and Policy Development, Division of Compliance and Monitoring at the address referenced below within 60 days after the Grantee's fiscal year end.

F.3. **West Virginia Code §12-4-14**: West Virginia Code Chapter 12, Article 4, Section 14 (§12-4-14) sets forth grant-related accountability requirements enacted by the West Virginia Legislature. West Virginia Code §12-4-14 requires any person, corporation, partnership, association, individual or other legal entity that receives one or more State grants in the amount of $50,000 or more in the aggregate in a State's fiscal year to file with the grantor(s) a "report" of the disbursement of the State grant funds. Grantees must submit the required report(s) referenced in West Virginia Code §12-4-14 to the Office of Internal Control and Policy Development, Division of Compliance and Monitoring within two years after the end of the fiscal year in which the Department disbursed the State grants to the Grantee. According to the Code, if the Grantee's fiscal year differs from the State's fiscal year (July 1 through June 30), the Grantee must file required reports within two years after the end of the Grantee's fiscal year following the State fiscal year in which the funds were disbursed.

F.4. **Source of Funds**: The relevant audit and reporting requirements expressed within this Exhibit and applicable to Department Grantees are generally contingent upon the collective award amounts and related requirements attached to the original funding source. Therefore, it is imperative that both Grantees and their external auditors know the original source of grant funds in order to properly plan, procure and perform an audit or attestation service or to otherwise meet applicable reporting requirements referenced within this Exhibit. In addition to this grant agreement, Grantees should review all other individual award documents, regardless of grantor, when determining the most efficient and effective means to meet the submission requirements referenced within this grant agreement and possibly attached to other grant awards. Please note that the source of funds schedule, attached to the grant agreement as Exhibit B, identifies the source (origin) of funds to be used as payment for the term of this grant. Federal funding retains its identity even when it is sub-granted (passed-through) to other organizations; hence, Federal funds are identified in the source of funds schedule within this grant agreement by the applicable Catalog of Federal Domestic Assistance (CFDA) number(s) and the appropriated Federal revenue fund account number(s). State funds are identified by the specific appropriated general revenue fund and/or appropriated/non-appropriated special revenue fund account number(s).

F.5. **Address for Submission**: Grantees shall submit all audits, reports and supporting information and documentation, whether directly stated or implicitly referenced within this Exhibit, to the following address:

WV Departments of Health, Health Facilities and Human Services
Office of Internal Control and Policy Development
Division of Compliance and Monitoring
One Davis Square, Suite 401
Charleston, WV 25301

Questions pertaining to this Exhibit may be directed to the Office of Internal Control and Policy Development, Division of Compliance and Monitoring at 304-558-9919 or via facsimile to 304-558-2269.

F.6. **Penalties for Noncompliance**: In cases of the Grantee's inability or unwillingness to comply with the audit, reporting and disclosure requirements referenced within this Exhibit, the Departments shall take appropriate action against the Grantee via one or more of the following sanctioning measures: withholding grant funds, suspending grant payments, terminating grant awards, debarring the Grantee from receiving future grants.

F.7. **Grantee Audit Compliance Guide / Internet Links**: The Departments developed a Grantee Audit Compliance Guide to further describe and to assist its grantees in complying with the audit, reporting and related disclosure requirements applicable to Departments grant awards. The Grantee Audit Compliance Guide is posted on the Internet and may be accessed by going to http://www.wvdhhr.org/oamr/GranteeAuditComplianceGuide/Index.html. In addition to the Grantee Audit Compliance Guide, the Department webpage includes a copy of the GACFED form required by Section F.2 of this Exhibit, links to certain regulatory documents such as 2 CFR 200 Subpart F, OMB Circular A-133 and WV Code §12-4-14, and various other forms and tools to ensure compliance with the requirements referenced herein. The Grantee Audit Compliance Guide applies specifically to recipients of grant awards (Grantees) from the Departments and must be read in its entirety to gain a complete and thorough understanding of the individual audit and reporting requirements applicable to Department grant agreements.

EXHIBIT G
REQUIRED REPORTS

Failure to provide the Department with the required reports may result in suspension of payments or termination of this grant agreement. All reports must be signed and dated by the appropriate authorized representative.

Financial Reports

A report reconciling payments received and actual expenditures incurred will be submitted following the timeframes indicated in the table below.

Title/Number	Due Date
JULY - SEPT 2024	10/15/2024
OCT - DEC 2024	01/15/2025
JAN - MARCH 2025	04/15/2025
APRIL - JUNE 2025	07/15/2025

Any payments received in excess of actual expenditures must be returned to the Department.
To assure the Department that expenditures are proper and in accordance with the terms and conditions of the award and approved project budgets, the Grantee shall complete a Sworn Statement of Expenditures form, signed by an official authorized to legally bind the Grantee, and shall submit the form within 15 calendar days after the grant period. A copy of the form is located here:
www.wvdhhr.org/oamr/GranteeAuditComplianceGuide

Grantee agrees to submit the financial reports/Sworn Statement of Expenditures to:

WV Department of Health Services
Central Finance Unit: Office of Subrecipient Grants
350 Capitol St, Room 205
Charleston, WV, 25301

Additional Reports Information

Grantee agrees to submit quarterly progress reports; reports shall include progress made on all goals outlined in Exhibit A for the reporting period, detailed below:

Reporting Period: July 1, 2024 through September 30, 2024; report due October 15, 2024.
Reporting Period: October 1, 2024 through December 31, 2024; report due January 15, 2025.
Reporting Period: January 1, 2025 through March 31, 2025; report due April 15, 2025.
Reporting Period: April 1, 2025 through June 30, 2025; report due July 15, 2025.

The final report, due July 15, 2025, will certify that the project has been completed.
Grantee agrees to submit progress reports to:

Office of Environmental Health Services
Attention: Brian Carr
350 Capitol Street Room 313
Charleston, WV 25301-3713

Exhibit H
Contacts

Grantee Contacts

Name	Address	Telephone	Fax	Email
Stolipher, Kristen M.	661 South George Street Charles Town, WV 25414	(304) 724-7080		kstolipher@ctubwv.com

Department Contacts

Name	Address	Telephone	Fax	Email
Burdette, Sara	350 Capitol Street Rm206 Charleston, WV 25305	304-352-4831		sara.a.burdette@wv.gov
Carr, Brian A.	350 Capitol St, Room 313 Charleston, WV 25301	(304) 356-4298		Brian.A.Carr@wv.gov

EXHIBIT I
NO DEBT REQUIREMENT

West Virginia Code §5A-3-10a states:

No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

Exception: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

Definitions:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor, so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

Under penalty of law for false swearing (West Virginia Code §61-5-3), Grantee certifies that by signing this grant agreement on the signature page that Grantee and all related parties do not owe any debts.

EXHIBIT J
CONFIDENTIALITY

Not applicable to this agreement

Not applicable to this agreement

ADDENDUM
(Federal Funding Accountability and Transparency Act)

1. Purpose and Summary

The purpose of this Addendum is to ensure that recipients of grant awards from the West Virginia Departments of Health, Health Facilities, and Human Services understand their responsibilities under the Code of Federal Regulations at Title 2, Part 25 ("Universal Identifier and System for Award Management") and Title 2, Part 170 ("Reporting Subaward and Executive Compensation Information"), both parts of which were issued under the authority of the Federal Funding Accountability and Transparency Act (Pub. L. 109-282; 31 U.S.C. 6102).

2. Unique Entity ID

On April 4, 2022, the federal government stopped using the DUNS number to uniquely identify entities. Now, entities doing business with the federal government use the Unique Entity ID created in SAM.gov. Entities no longer have to go to a third-party website (i.e., Dun and Bradstreet) to obtain the identifier. This transition allows the federal government to streamline the entity identification and validation process, making it easier and less burdensome for entities to do business with the federal government.

The Unique Entity ID is a 12-character alphanumeric ID assigned to an entity by SAM.gov. As part of this transition, the DUNS number has been removed from SAM.gov. If your organization is registered in SAM.gov (active or not), your Unique Entity ID has already been assigned and is viewable in SAM.gov. The Unique Entity ID is located on your entity registration record.

If your organization is not registered in SAM.gov, you can still receive a Unique Entity ID. (Subrecipients of federal funds are not required to complete full SAM registration to obtain a Unique Entity ID). Additional information about registration procedures or getting a Unique Entity ID for your organization without having to complete an entity registration may be found at the SAM internet site currently at https://www.sam.gov.

No entity may receive a subaward from the Department until the entity has provided its Unique Entity ID to the Department. For purposes of this Department grant award, entities are not required to obtain an active SAM registration (i.e., not required to complete full SAM registration) but must obtain a Unique Entity ID.

3. Federal Funding Accountability and Transparency Act

The Federal Funding Accountability and Transparency Act, hereinafter referred to as FFATA, is an Act of Congress that requires full disclosure to the public of all entities or organizations receiving Federal funds. The FFATA directed the U.S. Office of Management and Budget (OMB) to ensure the existence and operation of a single searchable website, accessible to the public at no cost, which includes for each Federal award:

a. The amount of the award.
b. Information including transaction type, funding agency, the North American Industry Classification System Code or Catalog of Federal Domestic Assistance number (where applicable), program source, and an award title descriptive of the purpose of each funding action.
c. The name and location of the recipient and the primary location of performance.
d. A unique identifier of the recipient and any parent agency (Unique Entity ID).
e. Any other relevant information specified by the OMB.

4. Department Reporting to the Federal Government

The Department, as a primary recipient of Federal grants awards, is ultimately responsible for reporting on all data required by the FFATA, including the following data elements related to its subrecipient Grantees:

a. Subrecipient Unique Entity ID
b. Subaward number
c. Subrecipient legal name
d. Subrecipient DBA name
e. Subrecipient location
f. Subrecipient congressional district
g. Subrecipient type
h. Amount of subaward
i. Total subaward funds disbursed
j. Subaward date
k. Subrecipient primary place of performance
l. Congressional district for primary performance location
m. Subrecipient officer names and compensation of the top five officials, if applicable
n. Information on subrecipient vendors

5. Subrecipient (Grantee) Information Form - Office of Shared Administration Finance A-1000

Instead of requiring its Grantees to report directly to the Federal government on the aforementioned data, the Department will gather the necessary information from its Grantees for compilation and reporting to the Federal government in a comprehensive and cumulative manner. To achieve these objectives and ensure consistent accounting treatment for these Federal funds, the Department developed a standardized form (Office of Shared Administration Finance A-1000) in which its Grantees shall be required to complete and submit to the Department during the negotiation (pre-award) stage of the grant cycle. The Department will not process the Grant Agreement or commit any of the funds related thereto until the Grantee submits a signed copy of the Subrecipient (Grantee) Information Form.

CHARLES TOWN UTILITY BOARD

Wednesday, September 11, 2024

Regular Meeting

661 South George Street
Charles Town, WV 25414

Locust Hill Golf Course Discussion

CHARLES TOWN UTILITY BOARD

Wednesday, September 11, 2024

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

Renewal and Replacement Project Resolution No. 23 - Contractor Pay Application No. 23

Attachments:

Pay App No. 23.pdf

CHARLES TOWN UTILITY BOARD
2022 RENEWAL AND REPLACEMENT PROJECT

RESOLUTION NO. 23

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED the City of Charles Town Utility Board that the payment of the attached Contractor's Application for Payment No. 23 as summarized below, is hereby authorized and directed.

Vendor	2022B & 2022C Construction Fund	Capacity Improvement Fee Fund	Total
Alvarez Contractors, Inc.	$253,483.46	$310,424.21	$563,907.67
Total	**$253,483.46**	**$310,424.21**	**$563,907.67**

ADOPTED BY the City of Charles Town Utility Board, at the meeting held on the 11th day of September, 2024.

By: _____
John Nissel, Chairman

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Contractor's Application for Payment No. 23

Application Period: 8/01/24-8/31/24	Application Date: 8/31/2024	
To (Owner): CHARLES TOWN UTILITY BOARD	From (Contractor): ALVAREZ CONTRACTORS, INC.	Via (Engineer): GWIN, DOBSON & FOREMAN INC.
Project: CHARLES TOWN WASTEWATER TREATMENT PLANT IMPROVEMENTS PROJECT	Contract: CONTRACT #1	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.:

Application For Payment

Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
CO 1	$498,183.42	
CO 2	$41,179.57	
CO 3	$90,351.00	
CO 4	$76,494.00	
TOTALS	$706,207.99	
NET CHANGE BY CHANGE ORDERS	**$706,207.99**	

1. ORIGINAL CONTRACT PRICE	$	$10,151,000.00
2. Net change by Change Orders	$	$706,207.99
3. Current Contract Price (Line 1 ± 2)	$	$10,857,207.99
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates)	$	$9,954,222.07
5. RETAINAGE:		
a. 2% X $9,127,267.12 Work Completed	$	$182,545.34
b. 2% X $826,954.95 Stored Material	$	$16,539.10
c. Total Retainage (Line 5.a + Line 5.b)	$	$199,084.44
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)	$	$9,755,137.63
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	$	$9,191,229.96
8. AMOUNT DUE THIS APPLICATION	$	$563,907.67
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above)	$	$1,102,070.36

Contractor's Certification

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

Contractor Signature

By: [signature]	Date: 8/31/2024

Payment of: $ $563,907.67
(Line 8 or other - attach explanation of the other amount)

is recommended by: _____ _____
(Engineer) (Date)

Payment of: $ $563,907.67
(Line 8 or other - attach explanation of the other amount)

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

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

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Progress Estimate - Lump Sum Work

Contractor's Application

For (Contract):	CHARLES TOWN WASTEWATER TREATMENT PLANT IMPROVEMENTS PROJECT	Application Number:	23
Application Period:	8/01/24-8/31/24	Application Date:	8/31/2024

			Work Completed		E	F		G
A		B	C	D	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F / B)	Balance to Finish (B - F)
Schedule of Values Item No.	Description	Scheduled Value ($)	From Previous Application (C+D)	This Period				
1	D1 - Moblization/Demob.	$20,000.00	$20,000.00	$0.00	$0.00	$20,000.00	100.0%	$0.00
2	D1 - Bonds/Insurance	$178,000.00	$178,000.00	$0.00	$0.00	$178,000.00	100.0%	$0.00
3	D1 - Video Taping	$4,500.00	$4,500.00	$0.00	$0.00	$4,500.00	100.0%	$0.00
4	D1 - Field Office	$18,000.00	$16,560.00	$360.00	$0.00	$16,920.00	94.0%	$1,080.00
5	D1 - QC Testing (Cash Allowance)	$50,000.00	$17,000.00	$0.00	$0.00	$17,000.00	34.0%	$33,000.00
6	D1 - Submittals/Shop Drawings by ACI	$40,000.00	$38,000.00	$0.00	$0.00	$38,000.00	95.0%	$2,000.00
	DIVISION 2 - SITE WORK							
7	D2 - Sediment & Erosion Control	$20,200.00	$18,786.00	$404.00	$0.00	$19,190.00	95.0%	$1,010.00
	SITE DEMOLITION							
8	D2 - Concrete Pads	$4,100.00	$2,460.00	$0.00	$0.00	$2,460.00	60.0%	$1,640.00
9	D2 - Remove all Ex. Underground Lines at Centrifuge Bldg. Site	$32,900.00	$31,255.00	$0.00	$0.00	$31,255.00	95.0%	$1,645.00
10	D2 - Remove all Ex. Underground Lines at Electrical Bldg. Site	$12,400.00	$12,400.00	$0.00	$0.00	$12,400.00	100.0%	$0.00
11	D2 - Remove Portions of Underground Lines at Ex. Press Bldg.	$4,200.00	$420.00	$0.00	$0.00	$420.00	10.0%	$3,780.00
	STRUCTURES & BUILDING DEMOLITION							
12	D2 - Headworks Building	$40,200.00	$40,200.00	$0.00	$0.00	$40,200.00	100.0%	$0.00
13	D2 - Influent Pump Station & Bypass Pump Set Up	$97,500.00	$97,500.00	$0.00	$0.00	$97,500.00	100.0%	$0.00
14	D2 - UV Equipment	$18,300.00	$18,300.00	$0.00	$0.00	$18,300.00	100.0%	$0.00
15	D2 - Plant Drain Pump Station	$14,800.00				$0.00		$14,800.00
16	D2 - Electrical Building by ACI	$7,900.00				$0.00		$7,900.00
17	D2 - Sludge Day Tank & Pump Building	$97,800.00	$97,800.00	$0.00	$0.00	$97,800.00	100.0%	$0.00
18	D2 - Digester Blower Building	$32,500.00	$32,500.00	$0.00	$0.00	$32,500.00	100.0%	$0.00
19	D2 - Sludge Transfer Pump Building	$3,200.00	$2,240.00	$0.00	$0.00	$2,240.00	70.0%	$960.00
20	D2 - Digester Tank	$8,200.00	$8,200.00	$0.00	$0.00	$8,200.00	100.0%	$0.00
21	D2 - SBR	$1,600.00				$0.00		$1,600.00
	EXCAVATION (MAJOR STRUCTURES)							
22	D2 - Centrifuge Building	$38,900.00	$38,900.00	$0.00	$0.00	$38,900.00	100.0%	$0.00
23	D2 - Electrical Building by ACI	$7,800.00	$7,800.00	$0.00	$0.00	$7,800.00	100.0%	$0.00
24	D2 - Blower Pad	$5,100.00	$5,100.00	$0.00	$0.00	$5,100.00	100.0%	$0.00
25	D2 - Generator Pad	$5,200.00	$5,200.00	$0.00	$0.00	$5,200.00	100.0%	$0.00
	BACKFILL (MAJOR STRUCTURES)							
26	D2 - Centrifuge Building	$42,300.00	$42,300.00	$0.00	$0.00	$42,300.00	100.0%	$0.00
	STRUCTURAL STONE							
27	D2 - Centrifuge Building	$13,400.00	$13,400.00	$0.00	$0.00	$13,400.00	100.0%	$0.00
28	D2 - Electrical Building	$5,600.00	$5,600.00	$0.00	$0.00	$5,600.00	100.0%	$0.00
29	D2 - FRP Building	$2,000.00	$2,000.00	$0.00	$0.00	$2,000.00	100.0%	$0.00
30	D2 - Generator Pad	$1,500.00	$1,500.00	$0.00	$0.00	$1,500.00	100.0%	$0.00
31	D2 - Blower Pad	$1,500.00	$1,500.00	$0.00	$0.00	$1,500.00	100.0%	$0.00
	YARD PIPING							

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Progress Estimate - Lump Sum Work

Contractor's Application

For (Contract):	CHARLES TOWN WASTEWATER TREATMENT PLANT IMPROVEMENTS PROJECT	Application Number:	23
Application Period:	8/01/24-8/31/24	Application Date:	8/31/2024

			Work Completed		E	F		G
A		B	C	D	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F / B)	Balance to Finish (B - F)
Schedule of Values Item No.	Description	Scheduled Value ($)	From Previous Application (C+D)	This Period				
32	D2 - 2" Sch 80 PVC Water Service to Headworks Bldg.	$9,900.00	$9,900.00	$0.00	$0.00	$9,900.00	100.0%	$0.00
33	D2 - 2" Sch 80 PVC Water Service to Centrifuge Bldg.	$25,100.00	$25,100.00	$0.00	$0.00	$25,100.00	100.0%	$0.00
34	D2 - 4" DIP WAS Line from Centrifuge Bldg. to Sanitary Sewer	$16,600.00	$16,600.00	$0.00	$0.00	$16,600.00	100.0%	$0.00
35	D2 - 4" DIP WAS Inlet to Centrifuge Bldg.	$17,400.00	$17,400.00	$0.00	$0.00	$17,400.00	100.0%	$0.00
36	D2 - 4" DIP Sludge Drain Off Line from Digester	$16,800.00	$16,800.00	$0.00	$0.00	$16,800.00	100.0%	$0.00
37	D2 - 4" DIP WAS Line from Centrifuge Bldg. to Digester	$16,700.00	$16,700.00	$0.00	$0.00	$16,700.00	100.0%	$0.00
38	D2 - 6" PVC Drain from Centrifuge Bldg. to Manhole	$16,500.00	$16,500.00	$0.00	$0.00	$16,500.00	100.0%	$0.00
39	D2 - 4" PVC Drain from Centrifuge Bldg. to Manhole	$15,200.00	$15,200.00	$0.00	$0.00	$15,200.00	100.0%	$0.00
40	D2 - 6" DIP Existing System Connection to New T-Valve	$16,700.00	$16,700.00	$0.00	$0.00	$16,700.00	100.0%	$0.00
41	D2 - 8" PVC Drain Line Under Centrifuge Bldg.	$13,500.00	$13,500.00	$0.00	$0.00	$13,500.00	100.0%	$0.00
42	D2 - 24" & 12" HDPE Storm Drain at Centrifuge Bldg.	$58,000.00	$52,200.00	$0.00	$0.00	$52,200.00	90.0%	$5,800.00
43	D2 - 18" HDPE Storm Drain at Electrical Bldg.	$39,000.00	$39,000.00	$0.00	$0.00	$39,000.00	100.0%	$0.00
44	D2 - 10" Stainless Steel Air Line to Digester	$10,900.00	$10,900.00	$0.00	$0.00	$10,900.00	100.0%	$0.00
	YARD STRUCTURES							
45	D2 - 4' Dia. Precast Drain Line Manhole	$3,400.00	$3,400.00	$0.00	$0.00	$3,400.00	100.0%	$0.00
46	D2 - Type G Precast Drop Inlet	$9,200.00	$9,200.00	$0.00	$0.00	$9,200.00	100.0%	$0.00
	FINAL RECLAMATION							
47	D2 - Asphalt Paving	$98,800.00				$0.00		$98,800.00
48	D2 - Final Grading, Seed & Mulch	$5,700.00	$4,560.00	$285.00	$0.00	$4,845.00	85.0%	$855.00
	DIVISION 3 - CONCRETE							
	SITE CONCRETE							
49	D3 - Generator Pad	$10,100.00	$10,100.00	$0.00	$0.00	$10,100.00	100.0%	$0.00
50	D3 - FRP Shelter Pad	$9,400.00	$9,400.00	$0.00	$0.00	$9,400.00	100.0%	$0.00
51	D3 - Digester Blower Pad	$28,200.00	$28,200.00	$0.00	$0.00	$28,200.00	100.0%	$0.00
52	D3 - Digester Equipment Pads	$24,900.00	$24,900.00	$0.00	$0.00	$24,900.00	100.0%	$0.00
53	D3 - Sidewalks at Blower Bldg. Area	$10,700.00				$0.00		$10,700.00
54	D3 - Sidewalks at Covered Sludge Storage Area	$11,400.00				$0.00		$11,400.00
	ELECTRICAL BLDG.							
55	D3 - Grade Beams	$38,300.00	$38,300.00	$0.00	$0.00	$38,300.00	100.0%	$0.00
56	D3 - Concrete Pads/SOG	$18,100.00	$18,100.00	$0.00	$0.00	$18,100.00	100.0%	$0.00
57	D3 - Door Stoops/Pads	$12,000.00	$6,000.00	$0.00	$0.00	$6,000.00	50.0%	$6,000.00
58	D3 - Exterior SOG/Sidewalks	$15,400.00	$11,550.00	$0.00	$0.00	$11,550.00	75.0%	$3,850.00
59	D3 - Misc. Equipment Pads	$3,000.00	$3,000.00	$0.00	$0.00	$3,000.00	100.0%	$0.00
	COVERED SLUDGE STORAGE AREA & CENTRIFUGE BLDG.							
60	D3 - Footings, Grade Beams & Walls	$162,000.00	$162,000.00	$0.00	$0.00	$162,000.00	100.0%	$0.00
61	D3 - Thickened SOG at Trench Drains	$22,200.00	$22,200.00	$0.00	$0.00	$22,200.00	100.0%	$0.00
62	D3 - 6" SOG at 2 - Areas	$49,700.00	$49,700.00	$0.00	$0.00	$49,700.00	100.0%	$0.00
63	D3 - Equipment Pads, Containment Curbs & Walls	$15,400.00	$15,400.00	$0.00	$0.00	$15,400.00	100.0%	$0.00

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Progress Estimate - Lump Sum Work

Contractor's Application

For (Contract):	CHARLES TOWN WASTEWATER TREATMENT PLANT IMPROVEMENTS PROJECT	Application Number:	23
Application Period:	8/01/24-8/31/24	Application Date:	8/31/2024

			Work Completed		E	F		G
A		B	C	D	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F / B)	Balance to Finish (B - F)
Schedule of Values Item No.	Description	Scheduled Value ($)	From Previous Application (C+D)	This Period				
64	D3 - Door/Stoop	$8,100.00				$0.00		$8,100.00
	DIGESTER BLDG. & TANK							
65	D3 - Equipment Pads	$4,400.00	$4,400.00	$0.00	$0.00	$4,400.00	100.0%	$0.00
	DIVISION 4 - MASONRY							
	CENTRIFUGE BUILDING							
66	D4 - 12" Standard CMU's	$53,000.00	$53,000.00	$0.00	$0.00	$53,000.00	100.0%	$0.00
	DIVISION 5 - MISC. METALS							
	SITE							
67	D5 - Permanent Bollards	$7,200.00	$4,320.00	$0.00	$0.00	$4,320.00	60.0%	$2,880.00
68	D5 - Removable Bollards	$12,300.00	$10,455.00	$0.00	$0.00	$10,455.00	85.0%	$1,845.00
	ELECTRICAL BLDG.							
69	D5 - Partition Walls	$69,200.00	$69,200.00	$0.00	$0.00	$69,200.00	100.0%	$0.00
70	D5 - Roof/Ceiling Framing	$35,000.00	$35,000.00	$0.00	$0.00	$35,000.00	100.0%	$0.00
	CENTRIFUGE BUILDING							
71	D5 - W8 x 28 Steel Lintel	$1,800.00	$1,800.00	$0.00	$0.00	$1,800.00	100.0%	$0.00
72	D5 - Monorail Framing	$11,100.00	$11,100.00	$0.00	$0.00	$11,100.00	100.0%	$0.00
73	D5 - Covered Storage Framing	$12,900.00	$12,900.00	$0.00	$0.00	$12,900.00	100.0%	$0.00
74	D5 - Steel Erection	$25,500.00	$25,500.00	$0.00	$0.00	$25,500.00	100.0%	$0.00
75	D5 - Stainless Steel Polymer Fill Station	$4,600.00	$4,600.00	$0.00	$0.00	$4,600.00	100.0%	$0.00
	DIVISION 6 - WOOD AND PLASTICS							
	CENTRIFUGE BUILDING							
76	D6 - Wood Trusses & Sheathing	$69,500.00	$69,500.00	$0.00	$0.00	$69,500.00	100.0%	$0.00
77	D6 - Wood Framing & Interior Finishes	$53,700.00	$53,700.00	$0.00	$0.00	$53,700.00	100.0%	$0.00
78	D6 - FRP Grating & Ladders	$11,700.00	$11,700.00	$0.00	$0.00	$11,700.00	100.0%	$0.00
	ELECTRICAL SHELTER							
79	D6 - FRP Shelter Building	$48,600.00	$48,600.00	$0.00	$0.00	$48,600.00	100.0%	$0.00
	DIVISION 7 - THERMAL & MOISTURE PROTECTION							
	ELECTRICAL BLDG.							
80	D7 - SSR Roofing & Soffit	$105,900.00	$100,605.00	$0.00	$0.00	$100,605.00	95.0%	$5,295.00
	CENTRIFUGE BUILDING							
81	D7 - SSR Roofing & Soffit	$107,200.00	$107,200.00	$0.00	$0.00	$107,200.00	100.0%	$0.00
82	D7 - Corefill Insulation	$2,900.00	$2,900.00	$0.00	$0.00	$2,900.00	100.0%	$0.00
83	D7 - EIFS Outsulation	$39,300.00	$37,335.00	$0.00	$0.00	$37,335.00	95.0%	$1,965.00
	DIVISION 8 - DOORS & WINDOWS							
	ELECTRICAL BLDG.							
84	D8 - Hollow Metal Doors, Frames & Hardware	$25,500.00	$25,500.00	$0.00	$0.00	$25,500.00	100.0%	$0.00
	CENTRIFUGE BUILDING							
85	D8 - FRP Door & Window	$16,800.00	$16,800.00	$0.00	$0.00	$16,800.00	100.0%	$0.00

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Progress Estimate - Lump Sum Work

Contractor's Application

For (Contract):	CHARLES TOWN WASTEWATER TREATMENT PLANT IMPROVEMENTS PROJECT	Application Number:	23
Application Period:	8/01/24-8/31/24	Application Date:	8/31/2024

			Work Completed		E	F		G
A		B	C	D	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F / B)	Balance to Finish (B - F)
Schedule of Values Item No.	Description	Scheduled Value ($)	From Previous Application (C+D)	This Period				
86	D8 - Overhead Door (10'x12')	$16,200.00	$13,770.00	$0.00	$0.00	$13,770.00	85.0%	$2,430.00
87	D8 - Fixed Window	$3,800.00	$2,850.00	$0.00	$0.00	$2,850.00	75.0%	$950.00
	DIVISION 9 - FINISHES							
	ELECTRICAL BLDG.							
88	D9 - ACT Ceiling	$38,900.00	$38,900.00	$0.00	$0.00	$38,900.00	100.0%	$0.00
89	D9 - Paint Walls, Floors & Doors	$11,000.00	$7,700.00	$0.00	$0.00	$7,700.00	70.0%	$3,300.00
	CENTRIFUGE BUILDING							
90	D9 - Paint Walls, Floors & Doors	$31,000.00	$29,450.00	$0.00	$0.00	$29,450.00	95.0%	$1,550.00
91	D9 - Chemical Containment	$6,500.00	$6,500.00	$0.00	$0.00	$6,500.00	100.0%	$0.00
92	D9 - Piping	$5,700.00	$5,415.00	$0.00	$0.00	$5,415.00	95.0%	$285.00
	DIVISION 10 - SPECIALTIES							
93	D10 - Fire Extinguishers	$400.00				$0.00		$400.00
94	D10 - Project Signs	$6,700.00				$0.00		$6,700.00
	DIVISION 11 - EQUIPMENT							
	SITE							
95	D11 - Influent Pump Station - Submersible Pumps	$189,200.00	$18,920.00	$9,460.00	$140,566.30	$168,946.30	89.3%	$20,253.70
96	D11 - Plant Drain Pump Station Submersible Pumps	$89,400.00	$8,940.00	$0.00	$60,242.70	$69,182.70	77.4%	$20,217.30
	CENTRIFUGE BUILDING							
97	D11 - Centrifuge System	$619,200.00	$557,280.00	$30,960.00	$0.00	$588,240.00	95.0%	$30,960.00
98	D11 - Digester Sludge Pump	$30,000.00	$28,500.00	$0.00	$0.00	$28,500.00	95.0%	$1,500.00
99	D11 - Inline Grinder	$34,500.00	$32,775.00	$0.00	$0.00	$32,775.00	95.0%	$1,725.00
100	D11 - Polymer Feed System	$32,900.00	$31,255.00	$0.00	$0.00	$31,255.00	95.0%	$1,645.00
101	D11 - Polymer Bulk Tank	$7,800.00	$7,410.00	$0.00	$0.00	$7,410.00	95.0%	$390.00
	UV BUILDING							
102	D11 - UV System with Controls	$303,900.00	$303,900.00	$0.00	$0.00	$303,900.00	100.0%	$0.00
	HEADWORKS BUILDING							
103	D11 - Mechanical Bar Screen w/Controls	$159,000.00	$159,000.00	$0.00	$0.00	$159,000.00	100.0%	$0.00
104	D11 - Washer/Compactor w/Controls	$85,600.00	$85,600.00	$0.00	$0.00	$85,600.00	100.0%	$0.00
105	D11 - Grit Removal System w/Controls	$262,000.00	$262,000.00	$0.00	$0.00	$262,000.00	100.0%	$0.00
	EXISTING DIGESTER							
106	D11 - Digester Aeration & Mixing System w/Controls	$670,000.00	$636,500.00	$0.00	$0.00	$636,500.00	95.0%	$33,500.00
	EXISTING SBR TANKS							
107	D11 - MCP w/ PLC & Instrumentation	$274,800.00	$247,320.00	$0.00	$0.00	$247,320.00	90.0%	$27,480.00
	DIVISION 13 - SPECIAL CONSTRUCTION							
	SCADA / INTEGRATION							
108	D13 - SCADA, Control Panels, MCC, Field Instrumentation	$765,000.00	$76,500.00	$0.00	$598,938.00	$675,438.00	88.3%	$89,562.00
	DIVISION 14 - CONVEYING SYSTEMS							
	CENTRIFUGE BUILDING							

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Progress Estimate - Lump Sum Work

Contractor's Application

For (Contract):	CHARLES TOWN WASTEWATER TREATMENT PLANT IMPROVEMENTS PROJECT	Application Number:	23
Application Period:	8/01/24-8/31/24	Application Date:	8/31/2024

			Work Completed		E	F		G
A		B	C	D				
Schedule of Values Item No.	Description	Scheduled Value ($)	From Previous Application (C+D)	This Period	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F / B)	Balance to Finish (B - F)
109	D14 - Hoist & Monorail	$27,700.00	$0.00	$27,700.00	$0.00	$27,700.00	100.0%	$0.00
	HEADWORKS BUILDING							
110	D14 - Screw Conveyor	$70,200.00	$66,690.00	$0.00	$0.00	$66,690.00	95.0%	$3,510.00
	DIVISION 15 - MECHANICAL							
	PROCESS PIPING							
111	D15 - Influent PS - DI Pipe, Fittings, Valves & Sch 40 Stilling Well	$49,000.00	$0.00	$0.00	$2,721.15	$2,721.15	5.6%	$46,278.85
112	D15 - Effluent PS- Sch 40 Stilling Well	$3,900.00	$3,900.00	$0.00	$0.00	$3,900.00	100.0%	$0.00
113	D15 - Plant Drain PS - DI Pipe, Fittings, Valves & Sch 40 Stilling Well	$19,500.00	$0.00	$0.00	$4,488.80	$4,488.80	23.0%	$15,011.20
114	D15 - Plan Drain PS - New Top Slab w/Hatch & Vent Pipe	$5,000.00				$0.00		$5,000.00
115	D15 - Plant Drain PS - Portable Hoist w/Socket	$3,000.00				$0.00		$3,000.00
116	D15 - Electrical Bldg- 12" Lug Style BF Valve w/SS Flange Spool	$10,700.00				$0.00		$10,700.00
117	D15 - Centrifuge Bldg. - DI Pipe, Fittings & Valves	$86,800.00	$86,800.00	$0.00	$0.00	$86,800.00	100.0%	$0.00
118	D15 - Centrifuge Bldg. - Sch 80 PVC Polymer Feed System	$27,100.00	$27,100.00	$0.00	$0.00	$27,100.00	100.0%	$0.00
119	D15 - Sludge Transfer Pump Bldg - DI Pipe, Fittings & Valves	$5,700.00	$5,700.00	$0.00	$0.00	$5,700.00	100.0%	$0.00
120	D15 - Headworks Bldg. - DI Pipe, Fittings & Valves	$47,200.00	$47,200.00	$0.00	$0.00	$47,200.00	100.0%	$0.00
121	D15 - Headworks Bldg. - Sch 80 PVC Drains	$9,000.00	$9,000.00	$0.00	$0.00	$9,000.00	100.0%	$0.00
122	D15 - Ex. Digester Bldg. Mixing Sys. Air Comp. Room - 2" SS Air Pipe	$11,600.00	$11,600.00	$0.00	$0.00	$11,600.00	100.0%	$0.00
123	D15 - Ex. Digester Bldg. Mixing Sys. Air Comp. Room - 2" Sch 40 PV	$3,200.00	$3,200.00	$0.00	$0.00	$3,200.00	100.0%	$0.00
124	D15 - Ex. Digester Tank - 6" DI Pipe & Fittings w/Elec. Actuated T-Va	$43,000.00	$43,000.00	$0.00	$0.00	$43,000.00	100.0%	$0.00
125	D15 - Ex. Digester Tank - 10" SS Pipe & Valve Air Supply Line to Mar	$19,500.00	$19,500.00	$0.00	$0.00	$19,500.00	100.0%	$0.00
126	D15 - Ex. Digester Tank - Pipe Penetrations to Tank by Mack Ind.	$15,700.00	$15,700.00	$0.00	$0.00	$15,700.00	100.0%	$0.00
127	D15 - Digester Blower Pad - 10" & 8" SS Pipe, Fittings & Valves	$15,800.00	$15,800.00	$0.00	$0.00	$15,800.00	100.0%	$0.00
128	D15 - SBR Tanks - Install Process Sensors & Instrumentation	$12,000.00	$2,400.00	$1,200.00	$0.00	$3,600.00	30.0%	$8,400.00
	PLUMBING							
129	D15 - Headworks Bldg. - Sch 80 PVC Water Pipe, Fittings, Valves, BF	$35,800.00	$35,800.00	$0.00	$0.00	$35,800.00	100.0%	$0.00
130	D15 - Centrifuge Bldg. - Sch 80 PVC Water Pipe, Fittings, Valves, BFF	$46,200.00	$46,200.00	$0.00	$0.00	$46,200.00	100.0%	$0.00
131	D15 - Centrifuge Bldg. - Sch 80 PVC Drain Pipe, Fittings, Floor Drains	$16,700.00	$16,700.00	$0.00	$0.00	$16,700.00	100.0%	$0.00
132	D15 - Centrifuge Bldg. - Plumbing Fixtures & Eyewash/Shower	$32,800.00	$32,800.00	$0.00	$0.00	$32,800.00	100.0%	$0.00
	HVAC							
133	D15 - Electrical Bldg. - Split System HVAC Unit	$22,600.00	$22,600.00	$0.00	$0.00	$22,600.00	100.0%	$0.00
134	D15 - Centrifuge Bldg. - Exhaust Fans, Louvers, Unit Heaters	$29,900.00	$26,910.00	$0.00	$0.00	$26,910.00	90.0%	$2,990.00
	DIVISION 16 - ELECTRICAL							
	ELECTRICAL WORK BY S&S ELECTRIC							
135	D16 - Electrical Demolition	$163,500.00	$142,245.00	$8,175.00	$0.00	$150,420.00	92.0%	$13,080.00
136	D16 - Lighting - Material	$11,300.00	$11,300.00	$0.00	$0.00	$11,300.00	100.0%	$0.00
137	D16 - Lighting - Labor	$8,900.00	$7,565.00	$445.00	$0.00	$8,010.00	90.0%	$890.00
138	D16 - Gear - Material	$278,300.00	$278,300.00	$0.00	$0.00	$278,300.00	100.0%	$0.00
139	D16 - Gear - Labor	$60,900.00	$54,810.00	$0.00	$0.00	$54,810.00	90.0%	$6,090.00

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Progress Estimate - Lump Sum Work

Contractor's Application

For (Contract):	CHARLES TOWN WASTEWATER TREATMENT PLANT IMPROVEMENTS PROJECT	Application Number:	23
Application Period:	8/01/24-8/31/24	Application Date:	8/31/2024

			Work Completed		E	F		G
A		B	C	D				
Schedule of Values Item No.	Description	Scheduled Value ($)	From Previous Application (C+D)	This Period	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F / B)	Balance to Finish (B - F)
140	D16 - Emergency Generator - Material	$382,500.00	$286,875.00	$0.00	$0.00	$286,875.00	75.0%	$95,625.00
141	D16 - Emergency Generator - Labor	$22,700.00	$13,620.00	$0.00	$0.00	$13,620.00	60.0%	$9,080.00
142	D16 - Devices - Material	$5,600.00	$3,920.00	$1,120.00	$0.00	$5,040.00	90.0%	$560.00
143	D16 - Devices - Labor	$7,300.00	$5,110.00	$1,460.00	$0.00	$6,570.00	90.0%	$730.00
144	D16 - Boxes/Troughs - Material	$101,900.00	$86,615.00	$5,095.00	$0.00	$91,710.00	90.0%	$10,190.00
145	D16 - Boxes/Troughs - Labor	$59,900.00	$47,920.00	$5,990.00	$0.00	$53,910.00	90.0%	$5,990.00
146	D16 - SCADA Equipment Install - Labor	$25,800.00	$5,160.00	$12,900.00	$0.00	$18,060.00	70.0%	$7,740.00
147	D16 - Conduit - Material	$380,500.00	$361,475.00	$11,415.00	$0.00	$372,890.00	98.0%	$7,610.00
148	D16 - Conduit - Labor	$634,000.00	$602,300.00	$6,340.00	$0.00	$608,640.00	96.0%	$25,360.00
149	D16 - Cable - Material	$487,600.00	$438,840.00	$24,380.00	$0.00	$463,220.00	95.0%	$24,380.00
150	D16 - Cable - Labor	$358,000.00	$232,700.00	$71,600.00	$0.00	$304,300.00	85.0%	$53,700.00
151	D16 - Grounding - Material	$12,000.00	$7,800.00	$3,600.00	$0.00	$11,400.00	95.0%	$600.00
152	D16 - Grounding - Labor	$20,700.00	$13,455.00	$6,210.00	$0.00	$19,665.00	95.0%	$1,035.00
153	D16 - Temporary Electric	$53,500.00	$46,545.00	$4,280.00	$0.00	$50,825.00	95.0%	$2,675.00
	BID ALTERNATE A - INFLUENT METERING VAULT							
154	Bonds & Insurance	$2,800.00	$2,800.00	$0.00	$0.00	$2,800.00	100.0%	$0.00
155	Demolition	$14,000.00	$14,000.00	$0.00	$0.00	$14,000.00	100.0%	$0.00
156	Excavation & Backfill	$7,600.00	$7,600.00	$0.00	$0.00	$7,600.00	100.0%	$0.00
157	Precast Concrete Vault	$23,000.00	$23,000.00	$0.00	$0.00	$23,000.00	100.0%	$0.00
158	Piping, Fittings, Valves & Supports	$45,000.00	$45,000.00	$0.00	$0.00	$45,000.00	100.0%	$0.00
159	16" Mag Meter	$14,600.00	$13,140.00	$0.00	$0.00	$13,140.00	90.0%	$1,460.00
160	Electrical Material	$16,000.00	$16,000.00	$0.00	$0.00	$16,000.00	100.0%	$0.00
161	Electrical Labor	$29,000.00	$29,000.00	$0.00	$0.00	$29,000.00	100.0%	$0.00
	BID ALTERNATE B - WAS METERING VAULT							
162	Bonds & Insurance	$4,400.00	$4,400.00	$0.00	$0.00	$4,400.00	100.0%	$0.00
163	Demolition	$14,700.00				$0.00		$14,700.00
164	Excavation & Backfill	$10,200.00	$7,650.00	$0.00	$0.00	$7,650.00	75.0%	$2,550.00
165	Precast Concrete Vault	$21,000.00	$21,000.00	$0.00	$0.00	$21,000.00	100.0%	$0.00
166	Piping, Fittings, Valves & Supports	$65,600.00	$65,600.00	$0.00	$0.00	$65,600.00	100.0%	$0.00
167	Flow Meters	$17,100.00	$15,390.00	$0.00	$0.00	$15,390.00	90.0%	$1,710.00
168	Misc. Metals	$23,000.00	$16,100.00	$0.00	$0.00	$16,100.00	70.0%	$6,900.00
169	Electrical Material	$33,000.00	$16,500.00	$13,200.00	$0.00	$29,700.00	90.0%	$3,300.00
170	Electrical Labor	$46,000.00	$23,000.00	$18,400.00	$0.00	$41,400.00	90.0%	$4,600.00
	CHANGE ORDER #1							
171	CHANGE ORDER #1	$498,183.42	$498,183.42	$0.00	$0.00	$498,183.42	100.0%	$0.00
172	CHANGE ORDER #2	$41,179.57	$41,179.57	$0.00	$0.00	$41,179.57	100.0%	$0.00
173	CHANGE ORDER #3	$90,351.00	$82,219.31	$5,421.06	$0.00	$87,640.37	97.0%	$2,710.63
174	CHANGE ORDER #4	$76,494.00	$18,359.00	$3,059.76	$19,998.00	$41,416.76	54.1%	$35,077.24

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Progress Estimate - Lump Sum Work

Contractor's Application

For (Contract):	CHARLES TOWN WASTEWATER TREATMENT PLANT IMPROVEMENTS PROJECT	Application Number:	23
Application Period:	8/01/24-8/31/24	Application Date:	8/31/2024

			Work Completed		E	F		G
A		B	C	D				
Schedule of Values Item No.	Description	Scheduled Value ($)	From Previous Application (C+D)	This Period	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F / B)	Balance to Finish (B - F)
	SubTotal	**$10,857,207.99**	**$8,853,807.30**	**$273,459.82**	**$826,954.95**	**$9,954,222.07**	**91.7%**	**$902,985.92**

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Stored Material Summary

Contractor's Application

For (Contract):	CHARLES TOWN WASTEWATER TREATMENT PLANT IMPROVEMENTS PROJECT							Application Number:	23		
Application Period:	8/01/24-8/31/24							Application Date:	8/31/2024		
A		B	C		D		E		F		G
					Stored Previously				Incorporated in Work		
Bid Item No.	Supplier Invoice No.	Submittal No. (with Specification Section	Storage Location	Description of Materials or Equipment Stored	Date Placed into Storage (Month/Year)	Amount ($)	Amount Stored this Month ($)	Subtotal Amount Completed and Stored to Date (D + E)	Date (Month/ Year)	Amount ($)	Materials Remaining in Storage ($) (D + E - F)
34, 37, 42, 158, 166	S100204638.001		Inwood shop	CITCO Water - Piping, Valves, Fittings for Yard Piping & Bid Alternates	1/2023	$16,302.08		$16,302.08	8/2024	$16,302.08	
111, 113, 117, 119, 158, 166	S100198279.001		Inwood shop	CITCO Water - Piping, Valves, Fittings for Mechanical Piping & Bid Alternates	1/2023	$33,962.32		$33,962.32	12/2023	$33,962.32	
136	3624349		onsite	Scott Electric - lighting	1/2023	$3,299.00		$3,299.00	3/2023	$3,299.00	
42	S100204638.002		Inwood shop	CITCO Water - Piping, Valves, Fittings for Yard Piping	1/2023	$5,281.95		$5,281.95	9/2023	$5,281.95	
158	S100198279.002		Inwood shop	CITCO Water - Piping, Valves, Fittings for Bid Alternate A	1/2023	$7,075.75		$7,075.75	10/2023	$7,075.75	
138	S6606924.005, S6606924.003		onsite	Schaedler yesco electrical material for gear	2/2023	$2,481.00		$2,481.00	3/2023	$2,481.00	
13	21073974		Inwood shop	ISCO Industries Piping for Bypass pump	2/2023	$6,795.23		$6,795.23	3/2023	$6,795.23	
43	S100207506.001		Inwood shop	CITCO Water - Nyloplast Drain Basins	2/2023	$14,097.00		$14,097.00	4/2023	$14,097.00	
171	483242		Inwood shop	Skyline Steel - H-Piles	3/2023	$62,060.00		$62,060.00	4/2023	$62,060.00	
106	6183.03-.05		Inwood shop	Enviromix, Inc. - Digester Aeration & Mixing Sys w/Controls	3/2023	$259,425.00		$259,425.00	9/2023	$259,425.00	
157,165	MIVC0029470		Inwood shop	Mack Industries - PS Meter Vault, WAS Valve Vault	4/2023	$33,815.00		$33,815.00	12/2023	$33,815.00	
102	902090889		Inwood shop	Veolia UV System	4/2023	$237,600.00		$237,600.00	10/2023	$237,600.00	
117	S100211394.001		Inwood shop	CITCO Water - Process Piping for Centrifuge Bldg	4/2023	$5,774.80		$5,774.80	12/2023	$5,774.80	
117	S100209868.002		Inwood shop	CITCO Water - Process Piping for Centrifuge Bldg	4/2023	$4,582.50		$4,582.50	12/2023	$4,582.50	
117	S100198279.004		Inwood shop	CITCO Water - Process Piping for Centrifuge Bldg	4/2023	$3,386.75		$3,386.75	12/2023	$3,386.75	
111,120	S100209822.004		Inwood shop	CITCO Water - Process Piping for HW Bldg & Inf PS	4/2023	$11,549.36		$11,549.36	7/2023	$4,339.41	$7,209.95
33	S100213814.001		Inwood shop	CITCO Water - Yard Piping for Water Svc to Centrifuge Bldg	4/2023	$5,871.20		$5,871.20	8/2023	$5,871.20	
158	S100211150.003		Inwood shop	CITCO Water - Piping for Bid Alternate A - Inf. Metering Vault	4/2023	$5,581.64		$5,581.64	9/2023	$5,581.64	
105	9865-1, 9865-2		Inwood shop	Envirodyne Systems Inc. - Grit Removal System	4/2023	$70,462.00		$70,462.00	7/2023	$70,462.00	
13	0134274-IN		Inwood shop	Precision Pump & Valve - Pumps for bypass	4/2023	$32,204.00		$32,204.00	5/2023	$32,204.00	
103,104	93254		Inwood shop	Zima Corporation - Bar Screen, Washer/Compactor	4/2023	$165,750.30		$165,750.30	7/2023	$165,750.30	
108	220802-1		Inwood shop	Micro-Tech Designs, Inc. - SCADA equipment	4/2023	$36,698.00		$36,698.00			$36,698.00
106	6183.06		Inwood shop	Enviromix, Inc. - Diffusers, Aeration piping, pipes/supports	5/2023	$77,827.50		$77,827.50	9/2023	$77,827.50	
125,127	683		Inwood shop	B.A. Martin Welding - SS Piping for Digester	5/2023	$18,779.95		$18,779.95	10/2023	$18,779.95	
71-75	1457		Inwood shop	Southern Steel Products Company - Misc. Metals for Cent. Bldg	5/2023	$38,450.00		$38,450.00	2/2024	$38,450.00	
95-96	9261		Inwood shop	Pumpman Pittsburgh - Submersible Pumps	5/2023	$200,809.00		$200,809.00			$200,809.00
105	9865-3		Inwood shop	Envirodyne Systems Inc. - Grit Removal System	6/2023	$134,158.00		$134,158.00	8/2023	$134,158.00	
166	S100198279.005		Inwood shop	CITCO Water - Plug valves	7/2023	$26,796.00		$26,796.00	12/2023	$26,796.00	
106	6183.07		Inwood shop	Enviromix, Inc. - Digester Blowers	7/2023	$181,597.50		$181,597.50	10/2023	$181,597.50	
97	PSI-31936		Inwood shop	Centrisys - Centrifuge System	9/2023	$499,840.00		$499,840.00	1/2024	$499,840.00	
108	220802-2		Inwood shop	Micro-Tech Designs, Inc. - Controls and Instrumentation	9/2023	$14,087.00		$14,087.00			$14,087.00
134	111977-00		Inwood shop	Aircon Engineering - Unit Heaters, Louvers, Split System	9/2023	$26,918.00		$26,918.00	3/2024	$26,918.00	
83	1327		Inwood shop	Kephart Plaster and Stone - EIFS Outsulation	11/2023	$13,000.00		$13,000.00	12/2023	$13,000.00	
78	10033728		Inwood shop	Fibergrate Composite Structures - FRP Ladder	11/2023	$2,975.00		$2,975.00	2/2024	$2,975.00	
166	S100234535.004		Inwood shop	CITCO Water - DI Piping	11/2023	$8,800.61		$8,800.61	12/2023	$8,800.61	
108	220802-3, 4		onsite	Micro-Tech Designs-Float Control Panels, Eff./Drain Pumps	2/2024	$29,479.00		$29,479.00			$29,479.00
108	220802-5		onsite	Micro-Tech Designs - Influent Pump VFD	5/2024	$105,434.00		$105,434.00			$105,434.00
108	220802-6		onsite	Micro-Tech Designs - MCC Panels	5/2024	$413,240.00		$413,240.00			$413,240.00

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Stored Material Summary

Contractor's Application

For (Contract): CHARLES TOWN WASTEWATER TREATMENT PLANT IMPROVEMENTS PROJECT								Application Number: 23			
Application Period: 8/01/24-8/31/24								Application Date: 8/31/2024			
A		B	C		D		E		F		G
					Stored Previously				Incorporated in Work		
Bid Item No.	Supplier Invoice No.	Submittal No. (with Specification Section	Storage Location	Description of Materials or Equipment Stored	Date Placed into Storage (Month/Year)	Amount ($)	Amount Stored this Month ($)	Subtotal Amount Completed and Stored to Date (D + E)	Date (Month/ Year)	Amount ($)	Materials Remaining in Storage ($) (D + E - F)
174	386790		MSJ site	Waldron of Maryland, Inc. - Exp. Proof Heaters	8/2024		$19,998.00	$19,998.00			$19,998.00
				Totals		**$2,816,246.44**	**$19,998.00**	**$2,836,244.44**		**$2,009,289.49**	$826,954.95

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WALDRON
OF MARYLAND, INC.

Waldron of Maryland, Inc.
8997A Yellow Brick Road
P.O. Box 72230
Baltimore, MD 21237
410-574-9200 Fax: 410-574-0089
E-Mail: info@waldronofmd.com
Website: www.engineeringair.com

INVOICE

Number	386790
Date	08/06/2024
Page	1

Bill-to: **00094**
M.S. JOHNSTON CO.
13261 PENNSYLVANIA AVE
HAGERSTOWN, MD 21742

1079-23
CTWWTP
1503

Ship-to: *SAME*
M.S. JOHNSTON CO.
13261 PENNSYLVANIA AVE
HAGERSTOWN, MD 21742

REC'D 8-9-2024

Reference #	Shipped	Salesperson	Terms	Tax Code	Doc #	Wh	Freight	Ship Via
PO#1410744	08/02/2024	LH LARRY HIGD	NET 30	NOTAX	354518	01	PREPAID	DIRECT

Item	Description	Ordered	Shipped	Backordrd	UM	Price	UM	Extension
GROTT	2-QMARK EXP-PROOF HEATERS TAG-CHARLESTOWN	1	1	0	EA	19998.000	EA	19998.00

Merchandise	Misc	Discount	Tax	Freight	Total Due
19998.00	.00		.00	.00	19998.00

NO STOCK ITEMS MAY BE RETURNED WITHOUT PRIOR RGA

Customer Copy

... Last Page

Date: September 11, 2024

Charles Town Utility Board
2022 Renewal and Replacement Project
Schedule B

A. COST OF PROJECT	APPROVED CONSTRUCTION BUDGET	Paid by CTUB from Operating Account 4/11/2024-5/8/2024	Paid by CTUB from Operating Account 5/9/2024-6/26/2024	Paid by CTUB from Operating Account 6/26/2024-8/14/2024	Resolution No. 17 Contractor's Application for Payment No. 17	Resolution No. 18 Contractor's Application for Payment No. 18	Resolution No. 19 Contractor's Application for Payment No. 19	Resolution No. 20 Contractor's Application for Payment No. 20	Resolution No. 21 Contractor's Application for Payment No. 21	Resolution No. 22 Contractor's Application for Payment No. 22	Resolution No. 23 Contractor's Application for Payment No. 23	BALANCE REMAINING
1 **CONSTRUCTION**												
a. Contract	$ 10,151,000.00				$ 231,456.69	$ 74,676.45	$ 277,040.90	$ 823,882.75	$ 439,198.81	$ 240,041.05	$ 555,426.85	$ 1,044,284.49
b. Construction Contingency 5% - (See note #2, 5, 6, and 7 below)	$ 264,525.43											$ 264,525.43
c. Change Order #1 (See note #1 below)	$ 498,183.42											$ -
d. Change Order #2	$ 41,179.57											$ -
e. Change Order #3	$ 90,351.00				$ 23,491.26	$ 3,614.00				$ 3,614.04	$ 5,421.06	$ 2,710.63
f. Change Order #4	$ 76,494.00								$ 18,359.00		$ 3,059.76	$ 55,075.24
2 **ENGINEERING SERVICES**												
GDF Engineering fees (including CA and RPR)	$ 760,000.00	$ 2,329.80	$ 1,733.14	$ 3,195.72								$ 37,912.41
Additional RPR inspection (Amendment #2 & #3)	$ 160,000.00	$ 12,607.15	$ 20,840.95	$ 25,240.96								$ 60,007.80
Initial GDF R&R Report	$ 40,082.50											$ -
3 **LEGAL SERVICES**												
a. Local Project Attorney	$ 20,000.00											$ 14,244.00
4 **ADMINISTRATIVE SERVICES**												
a. Project Accountant (CPA)	$ 20,000.00											$ 9,112.50
b. Other Administrative Costs	$ 10,000.00											$ 3,151.74
5 **Total Project Costs Lines 1-6**	**$ 12,131,815.92**	**$ 14,936.95**	**$ 22,574.09**	**$ 28,436.68**	**$ 254,947.95**	**$ 78,290.45**	**$ 277,040.90**	**$ 823,882.75**	**$ 457,557.81**	**$ 243,655.09**	**$ 563,907.67**	**$ 1,491,024.24**
B. SOURCES OF FUNDS	**APPROVED PROJECT FUNDING**											
1 PROJECT FUNDS												
Internal Funds & EEG Grant												
a. Capacity Improvement Fees	$ 1,170,163.00										$ (310,424.21)	$ 859,738.79
b. Renewal & Replacement (See note #3 & #4 below)	$ 500,000.00											$ 1,816.58
c. Operating Cash	$ 1,515,122.92	$ (14,936.95)	$ (22,574.09)	$ (28,436.68)								$ 629,468.87
d. EEG Grant Funds	$ 1,966,030.00					$ (78,290.45)	$ (277,040.90)	$ (823,882.75)	$ (134,926.20)			$ -
Total Internal Funds & EEG Grant Funds	**$ 5,151,315.92**											**$ 1,491,024.24**
Bond Proceeds												
e. 2022B & 2022C Construction Fund Account	**$ 6,980,500.00**				$ (254,947.95)	$ -	$ -	$ -	$ (322,631.61)	$ (243,655.09)	$ (253,483.46)	$ -
Total Funds Available	**$ 12,131,815.92**	**$ (14,936.95)**	**$ (22,574.09)**	**$ (28,436.68)**	**$ (254,947.95)**	**$ (78,290.45)**	**$ (277,040.90)**	**$ (823,882.75)**	**$ (457,557.81)**	**$ (243,655.09)**	**$ (563,907.67)**	**$ 1,491,024.24**

Note #1 - March 1, 2023 this line item was increased to include the full amount of Change Order #1. Internal funds that were previously allocated for the Collection System project will be dedicated to this Change Order. This will require an increase of the requested funds from CWSRF for the Collection System Project.
Note #2 - March 8, 2023 this line item was decreased by $41,179.57 to include the full amount of Change Order #2.
Note #3 - Pay App #7 in the amount of $1,068,229.84 includes $298,910 from Change Order #1. $769,319.84 will be paid from the 2022B and $298,910 will be paid from the Renewal & Replacement Account
Note #4 - Pay App #8 in the amount of $872,756.88 includes the remaining balance of $199,273.42 from Change Order #1. $673,483.46 will be paid from the 2022B and $199,273.42 will be paid from the Renewal & Replacement Account
Note #5 - August 23, 2023 this line item was decreased by $90,351 to include the full amount of Change Order #3.
Note #6 - June 26, 2024 this line item was decreased by $76,494 to include the full amount of Change Order #4.
Note #7 - July 24, 2024 this line item was decreased by $35,000 to include a portion of Amendment No. 3 for additional RPR services. The additional RPR line budget item included $25,000 above budget, remaining $35,000 was reduced from contingency

CHARLES TOWN UTILITY BOARD

Wednesday, September 11, 2024

Regular Meeting

661 South George Street
Charles Town, WV 25414

Change Order No. 5 - Storm Sewer

Attachments:

Change Order No. 5.pdf

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Change Order No. 5

Date of Issuance:	8/28/2024	Contract Effective Date:	September 8, 2022
Owner:	Charles Town Utility Board	Owner's Contract No.:	1
Contractor:	Alvarez Contractors, Inc.	Contractor's Project No.:	N/A
Engineer:	GD&F Engineers, Inc.	Engineer's Project No.:	20045
Project:	Charles Town WWTF Improvements	Contract Name:	N/A

The Contract is modified to replace the areas of damaged storm piping as identified by camera inspection.

Attachments: Alvarez Quote to Replace Damaged Storm Piping, 8/7/2024

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES *[note changes in Milestones if applicable]*
Original Contract Price: $ 10,151,000.00	Original Contract Times: Substantial Completion: June 24, 2024 Ready for Final Payment: September 22, 2024 days or dates
[Increase] [~~Decrease~~] from previously approved Change Orders No. 1 to No. 4: $ 706,207.99	[Increase] [Decrease] from previously approved Change Orders No. 1 to No. 4: Substantial Completion: 159 days Ready for Final Payment: 90 days days
Contract Price prior to this Change Order: $10,857,207.99	Contract Times prior to this Change Order: Substantial Completion: November 30, 2024 Ready for Final Payment: February 28, 2025 days or dates
[Increase] [~~Decrease~~] of this Change Order: $27,066.00	[Increase] [Decrease] of this Change Order: Substantial Completion: Ready for Final Payment: days or dates
Contract Price incorporating this Change Order: $ 10,884,273.99	Contract Times with all approved Change Orders: Substantial Completion: November 30, 2024 Ready for Final Payment: February 28, 2025 days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: [signature]	By:	By: Gary Wallace
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: Senior Env. Engineer	Title:	Title: Vice President
Date: 08/30/2024	Date:	Date: 8/30/2024

Approved by Funding Agency (if applicable)

By: _____ Date:

Title: _____

From: ï»¿Gary Walker <gwaci@frontier.com>
Sent: Wednesday, August 7, 2024 10:02 AM
To: Dave Pedersen; Christopher M. Eckenrode
Subject: Charles Town Change Order - Repair Damaged Storm Drain

Categories: Charles Town

Dave,

As requested, the following prices are budget numbers for repairing the damaged storm drain on the Charles Town WWTP.

- Estimated cost: **$ 22,323.00**
- Estimated cost if things go well: **$ 17,580.00**
- Estimated cost if things do not go well: **$ 27,066.00**

Let me know if we are to proceed with doing the work as documented cost plus or per the estimated cost.

Thanks,

Gary Walker, VP
Alvarez Contractors, Inc.
PO Box 94
3436 Patterson Mtn. Road
Spring Dale, WV 25986
Phone: (304) 484-7754
gwaci@frontier.com

MATCHLINE C — SEE SHEET 206

CONCRETE PEDESTAL

EFFLUENT WATER SUMP

DISINFECTION CHANNEL

4" DIA. DI WASTE ACTIVATED SLUDGE (WAS) INLET LINE
PROVIDE EXISTING SYSTEM CONNECTION:
a. EXPLORATORY EXCAVATION REQUIRED TO DETERMINE EXACT LOCATION OF EXISTING 4" DI INFLUENT SLUDGE LINE
b. 2–4" DIMJ 45° BENDS W/CTB AND RETAINER GLANDS
c. 1–4" DIMJ 22 1/2° VERTICAL BEND W/CTB AND RETAINER GLANDS
d. 2–4" COUPLINGS, TYPE AS REQUIRED
e. 36 L.F. OF 4" DIA. DI PIPE

20"DI DECANT LINE

4"DI SERVICE WATERLINE

CONDUIT

6" DIA. SCH. 80 PVC ROOF DRAIN LINE
PROVIDE:
a. 1–6" PVC 90° BEND
b. 1–6" PVC 45° BEND
c. 1–12"x12"x6" HDPE REDUCING WYE
d. 6" DIA. SCH. 80 PVC PIPE AS REQUIRED FOR STORMWATER FROM CENTRIFUGE BUILDING DOWNSPOUT TO DRAIN BASIN

TO NEXT INLET

6" DIA. SCH. 80 PVC DRAIN LINE
PROVIDE EXISTING SYSTEM CONNECTION:
a. 1–6" PVC 45° BEND
b. 1–6" PVC 22 1/2° BEND
c. 1–6"x6"x4" PVC REDUCING WYE
d. 1–6" COUPLING, TYPE AS REQUIRED
e. 22 L.F. OF 6" DIA. SCH. 80 PVC PIPE

CORE DRILL THROUGH EXISTING MH AND PROVIDE LINK SEAL

6"DI PLANT DRAIN RETURN LINE

SEE SHEET 560 FOR SBR BASIN MODIFICATIONS

SERVICE WATER BUILDING

SSMH
TOP EL. 470.35
INV IN(464.00
INV OUT 463.85

4" DIA. SCH. 80 PVC DRAIN LINE
PROVIDE EXISTING SYSTEM CONNECTION:
a. 1–4" PVC 22 1/2° BEND
b. 1–4" COUPLING, TYPE AS REQUIRED
c. 11 L.F. OF 4" DIA. SCH. 80 PVC PIPE

I–15
24" DRAIN BASIN WITH DOMED GRATE ASSEMBLY
GRATE=469.75
INV OUT=465.92

IG (BURIED)
TOP EL. 469.48
INV EL. 465.68

6"DI

8"PVC

4" DIA. DI WASTE ACTIVATED SLUDGE (WAS) LINE TO SANITARY SEWER
PROVIDE EXISTING SYSTEM CONNECTION:
a. 2–4" DIMJ 45° BENDS W/CTB AND RETAINER GLANDS
b. 1–4" COUPLING, TYPE AS REQUIRED
c. 33 L.F. OF 4" DIA. DI PIPE

UMH
TOP EL. 470.31

6"DI SUPERNATANT DRAW LINE

PROVIDE EXISTING SYSTEM CONNECTION AND CONNECTION TO NEW TELESCOPING VALVE:
a. EXPLORATORY EXCAVATION REQUIRED TO DETERMINE EXACT LOCATION OF EXISTING 6" DI PLANT DRAIN RETURN LINE
b. 1–6" DIMJ 90° BEND W/CTB AND RETAINER GLANDS
c. 1–6" DIMJ 45° BEND W/CTB AND RETAINER GLANDS
d. 1–6" DIMJ TEE W/CTB AND RETAINER GLANDS
e. 8 L.F. OF 6" DIA. DI PIPE
f. 2–6" COUPLINGS (TYPE AS REQUIRED)

4" DIA. DI WASTE ACTIVATED SLUDGE (WAS) LINE TO DIGESTER TANK

4" DIA. DI DIGESTED SLUDGE DRAW–OFF LINE FROM DIGESTER TANK

ELEC. BOX

PROVIDE 3'–6" LONG CONCRETE ENCASEMENT FOR PIPES CROSSING UNDER GRADE BEAM OR DELIVERY AREA FOOTING

PROVIDE 5'–2" LONG CONCRETE ENCASEMENT FOR PIPES CROSSING UNDER DELIVERY AREA FOOTING

SSMH
TOP EL.
INV (A)
INV (B)

12" DIA. HDPE

PROVIDE EXISTING SYSTEM CONNECTION:
a. EXPLORATORY EXCAVATION REQUIRED TO DETERMINE EXACT LOCATION OF EXISTING 6" DI AEROBIC DIGESTER WASTED SLUDGE LINE
b. 1–4" DIMJ 45° BEND W/CTB AND RETAINER GLANDS
c. 1–6"x4" DIMJ REDUCER W/CTB AND RETAINER GLANDS
d. 1–6" COUPLING, TYPE AS REQUIRED
e. 22 L.F. OF 4" DIA. DI PIPE
f. 1 L.F. OF 6" DIA. DI PIPE

DIGESTER TANK

SSMH
TOP EL. 470.37
INV (A) 464.73
INV (B) 464.82
INV (C) 464.12
INV (D) 464.07
INV (E) 462.77

CITY OF CHARLES TOWN
TAX ID 02 1000030003000
DB 1053 PG 222

10" DIA. WELDED STAINLESS STEEL AIR LINE
PROVIDE:
a. 1–10" STAINLESS STEEL 45° BEND
b. 10" DIA. WELDED STAINLESS STEEL AS NECESSARY FROM NEW BLOWERS TO AIR SYSTEM INSIDE TANK, SEE SHEETS 541 AND 550 FOR COMPLETE LIST

(D)6"DI SUPERNATANT DRAW LINE

POSSIBLE BURIED INLET

6"DI AEROBIC DIGESTER WASTED SLUDGE LINE

(A)6"DI

PROVIDE HDPE TO CMP MARMAC CONNECTION

CENTRIFUGE BUILDING
FF EL. 470.25

8" DIA. PVC

4"DI AEROBIC DIGESTER INFLUENT LINE

24"CMP

PROVIDE EXISTING SYSTEM CONNECTION:
a. EXPLORATORY EXCAVATION REQUIRED TO DETERMINE EXACT LOCATION OF EXISTING 4" DI AEROBIC DIGESTER INFLUENT LINE
b. 1–4" DIMJ 45° BEND W/CTB AND RETAINER GLANDS
c. 1–4" COUPLING, TYPE AS REQUIRED
d. 24 L.F. OF 4" DIA. DI PIPE

I–3
30" DRAIN BASIN WITH STANDARD GRATE ASSEMBLY
GRATE=470.61
INV IN=465.75 (12")
INV IN=465.74 (24")
INV OUT=465.70

NEW CAP, TYPE AS REQUIRED (TYP.)

6"DI SLUDGE LINE

3"CONDUIT(2)

SDMH
TOP EL. 471.86
INV (A) 465.36
INV (B) 465.31

PROVIDE 5'–2" LONG CONCRETE ENCASEMENT FOR 8" DIA. PVC CROSSING UNDER DELIVERY AREA FOOTING

24" DIA. HDPE

FF EL. 471.97

6" DIA. SCH. 80 PVC ROOF DRAIN LINE
PROVIDE:
a. 1–6" PVC 90° BEND
b. 1–6" PVC 45° BEND
c. 6" DIA. SCH. 80 PVC PIPE AS REQUIRED FOR STORMWATER FROM CENTRIFUGE BUILDING DOWNSPOUT TO DRAIN BASIN

UTILITY RISER

10"DI PROCESS AIR LINE

2" DIA. SCH. 80 WATER SERVICE LINE

24" DIA. HDPE

I–1
CAST–IN–PLACE WVDOT TYPE "G" INLET
GRATE=469.25
INV IN=465.50 (24")
INV OUT=465.87

SSMH
PRECAST CONCRETE MANHOLE
RIM=469.85
INV IN=465.16
INV OUT=464.67

PROVIDE COUPLING TO CONNECT TO EXISTING PIPE AS REQUIRED (TYP.)

PROVIDE 20'–0" LONG CONCRETE ENCASEMENT FOR 24" DIA. STORM DRAIN LINE

I–2
30" DRAIN BASIN WITH DOMED GRATE ASSEMBLY
GRATE=470.00
INV IN=467.32 (6")
INV IN=465.65 (24")
INV OUT=465.65

CONCRETE PIPE SUPPORT BASE

POTABLE WATER BOOSTER PUMP

PIPES ABOVE GRADE

BELT FILTER PRESS BUILDING
FF EL. 472.08

6" DI (ABAN)

LIME SILO

SLUDGE LOADING AREA

PILLAR

TRENCH DRAIN
TOP EL. 469.93
INV EL. 468.92

3" PVC SS

SSMH (FILLED)
TOP EL. 469.74
BOTTOM EL. 465.54

3" SERVICE WATERLINE

8"PVC

36"PVC

18"PVC

LP

ABANDONED PUMP HOUSE (BELOW)

CHARLES TOWN CITY LIMITS
JEFFERSON COUNTY JURISDICTION

LEGEND *EXISTING*

- SUBJECT PROPERTY LINE
- RIGHT–OF–WAY (SUBJECT PROPERTY)
- ADJACENT PROPERTY LINE
- RIGHT–OF–WAY (ADJACENT PROPERTY)
- MUNICIPALITY BOUNDARY
- STREAM EDGE
- BUILDING/TANK
- SITE PIPING (2" OR SMALLER, TYPE AS NOTED)
- SITE PIPING (3" OR LARGER, TYPE AS NOTED)
- STORM DRAIN LINE
- STORM DRAIN INLET (IG)
- STORM DRAIN MANHOLE (SDMH)
- CH — CHEMICAL FEED LINE
- FM — FORCEMAIN
- SANITARY SEWER MANHOLE (SSMH)
- SANITARY SEWER CLEANOUT (SSCO)
- SANITARY SEWER VALVE (SV)
- W — WATERLINE (TYPE AND SIZE AS SHOWN)
- WATER CURB BOX (WCB)
- WATER VALVE (WV)
- ELECTRICAL MANHOLE
- U/E — UNDERGROUND ELECTRIC LINE (APPROX.)
- UTILITY POLE (UP)
- LIGHT POLE (LP)
- U/T — UNDERGROUND TELECOM LINE (APPROX.)

LEGEND *PROPOSED*

- BUILDING
- SITE PIPING
- STORM DRAIN
- INLET (TYPE AS NOTED)
- MANHOLE (TYPE AS NOTED)
- SANITARY SEWER
- W — W — WATER SERVICE LINE
- CH — CHEMICAL FEED LINE
- PIPE CAP (SIZE AND TYPE AS NOTED)
- U/E — UNDERGROUND ELECTRIC
- E — E — EXPOSED WIRE

GRAPHIC SCALE
5 0 2.5 5 10 20
1 inch = 5 feet

NO.	DATE	DESCRIPTION
	7/8/22	ISSUED FOR CONSTRUCTION
	4/29/22	ISSUED FOR BID

REVISIONS

CHRISTOPHER W. LOMBARD REGISTERED 20110 STATE OF WEST VIRGINIA PROFESSIONAL ENGINEER

SEAL

PROPOSED UNDERGROUND PIPING/CONDUIT PLAN – CENTRIFUGE BUILDING AREA

CHARLES TOWN UTILITY BOARD

CHARLES TOWN WASTEWATER TREATMENT FACILITY IMPROVEMENT PROJECT

CITY OF CHARLES TOWN, JEFFERSON COUNTY, WEST VIRGINIA

DATE: 9/30/21	JOB: 20045	SCALE: 1" = 5'
FILE: 20045_207	DRAWN BY: DLK	CHECKED BY: CME

GD&F
GWIN DOBSON & FOREMAN ENGINEERS
3121 Fairway Drive
Altoona, PA 16602
814.943.5214
gdfeng@neers.com

SHEET NO: 207

PLOT CREATED: 6/23/2022 7:35 AM

G:\20045_CHARLES TOWN WWTF\20045_207

CHARLES TOWN UTILITY BOARD

Wednesday, September 11, 2024

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

Maintenance Building Design

Attachments:

New Maintenance Building Proposal - Task Order.pdf

GD&F
GWIN
DOBSON &
FOREMAN
ENGINEERS

August 28, 2024

Charles Town Utility Board
661 South George Street, Suite 101
Charles Town, WV 25414

Attn: Kristen M. Stolipher, Utility General Manager

RE: Charles Town WWTF New Maintenance Building
Conceptual Design and Cost Estimating Proposal (Task Order)

Dear Mrs. Stolipher:

Per your request, Gwin, Dobson & Foreman, Inc. (GD&F) is pleased to present the following proposal (Task Order) to perform conceptual design and cost estimating for a new Maintenance Building near the existing Charles Town Wastewater Treatment Facility.

Understanding of the Project

CTUB is looking to construct a new maintenance building on land which they already own located adjacent to the existing Charles Town Wastewater Treatment Facility. GD&F will evaluate any land and layout restrictions along with proposed utilities to the new facility including electric, water and sewer at a minimum. GD&F will develop architectural floor plan drawing options and potential preliminary building elevational drawings. Preliminary site plan drawings will also be developed indicating clearances, utilities, grading, parking and sidewalks. These preliminary drawings will be used to develop a cost estimate that can be used for future planning and final design. CTUB has expressed interest in a building similar to one that Ranson recently constructed. The proposed approximate size is 50' x 80' with 16' high ceilings, with at least 3 garage bays, overhead doors, and a storage room, rest room and office.

Proposed Services

GD&F will provide the following services:

- Site visit to obtain CTUB input and review existing Ranson building
- Coordinate utilities to new building
- Investigate building permit and land development requirements
- Develop preliminary architectural floor plans
- Develop preliminary architectural building elevations
- Develop preliminary site/civil plans
- Prepare construction cost estimate

Services that are not included:

- Surveying
- Structural and MEP design

Proposed Schedule

GD&F will begin immediately upon written authorization from the Board and will complete the conceptual design and cost estimate by the end of December 2024.

Proposed Cost

GD&F will provide the above scope of services for an estimated, not-to-exceed, fee of 14,000. Invoices will be submitted on a monthly basis based on GDF current standard rates. Payment will be made on an accrued hourly basis plus expenses. The expenses include direct expenses such as mileage, printing/copying, etc. as necessary to complete the services. Payment is due within thirty (30) days of invoicing.

We appreciate the opportunity to submit this proposal. To authorize the services, please complete the following authorization section of this proposal and return a signed copy to our office. If you have any questions, please contact our office at your convenience.

Respectfully submitted,
GWIN, DOBSON & FOREMAN, INC.

Christopher M. Eckenrode

Christopher M. Eckenrode, P.E.
Engineering Manager

CME/mad
Prop/2024/CTUB_MaintBldgConcept_8-28-24.doc
cc: File

ACCEPTANCE OF PROPOSAL

The Charles Town Utility Board hereby accepts the above service and cost proposal.

_____ _____

Authorized Representative Date

_____

Attest/Witness

CHARLES TOWN UTILITY BOARD

Wednesday, September 11, 2024

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

Red Clover Meadows Alternate Mainline Extension Agreement - Sewer

Attachments:

Red Clover Meadows AMEA- Sewer 8-30-24 Final.pdf
Utility Phasing Exhibits.pdf

ALTERNATE MAINLINE SEWAGE COLLECTION SYSTEM AGREEMENT

THIS AGREEMENT (the "Agreement") is made and effective this 30th day of August, 2024, by and between the CITY OF CHARLES TOWN, by and through the CHARLES TOWN UTILITY BOARD, (hereafter, "CTUB") and U.S.HOME,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 Red Clover Meadows Subdivision (the "Development") located within CTUB's service territory within Jefferson County for residential development; and,

WHEREAS, the Development will be located along Foal Street and 19th Avenue and

WHEREAS, the DEVELOPER intends to construct up to Foal Street and 19th Avenue; 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 1030 feet of 4" sanitary force main, 390 feet of 6" sewer, 5387 feet of 8" sewer, 2538 feet of 12" sewer, to the point of connection to the existing CTUB sewer system, along with the associated service laterals and manholes (the "Sewage Collection Systems") to service the Residential Lots, which will connect to the sewage collection and pumping system of 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:

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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

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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.

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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

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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

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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

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

ARTICLE VII

REPRESENTATIONS AND WARRANTIES

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

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

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

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ARTICLE VIII

MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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:

_____

U.S. HOME, LLC

By:_____
Jeff

Its: _____

ATTEST:

_____

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EXHIBIT A

PUBLIC SERVICE COMMISSION RULE 7.4

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

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EXHIBIT B

DEVELOPER'S PROJECT

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

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FRONTIER - A CITIZENS COMMUNICATIONS CO. EASEMENT D.B. 1020 PG. 427

EX. CABLE PEDESTAL

FOAL STREET
50' ROW

EX. FIRE HYDRANT

1-45° BEND

1-12"X6" TEE FH ASSEMBLY

PROPOSED GUARDRAIL

12" CADI PVC

15" RCP

1-12"X8" TEE
2-12" VALVES
1-8" VALVE

PROPOSED RETAINING WALL

SEE WALL PROFILE ON SHEET 22

TH 551.9
BW 546.9

TH 548.9
BW 543.9

TH 544.9
BW 540.9

TH 541.9
BW 537.9

TH 537.9
BW 533.9

TH 535.9
BW 530.9

TH 535.9
BW 527.9

TH 528.8
BW 526.8

TH 535.38
BW 534.0

EX. 4" PVC FM

10' ACCESS ESMT.

24" RCP

36" RCP

1-12" VALVE
1-BOV
25' OVERBLAST

PHASE 2

4" SAN LAT (TYP.)

PR 8" SAN

8" CADI PVC

ALLEY 7
RA-20-18

1-8"X6" TEE
FH ASSEMBLY

8' ACCESS UTILITY ESMT

SEE WALL PROFILE ON SHEET 22

CEDAR VALLEY R/W
ST-60-36

1-12"X8" TEE
2-12" VALVES
1-8" VALVE

1-8"X8" TEE
3-8" VALVES

1-8"X8" CROSS
4-8" VALVES

1-8"X8" TEE
FH ASSEMBLY

15" RCP

18" RCP

21" RCP

EX. EXPOSED ROCK

R=15.00'

R=35.00'

R=40.00'

SIGHT DISTANCE (TYP.)

ALLEY 6
RA-20-18

15" RCP

6" SAN LAT

8" CADI PVC

15" RCP

1-8"X8" TEE
3-8" VALVES

1-90° BEND

1-8"X8" TEE
2-8" VALVES

8" CADI PVC

8" SAN

16TH AVE
ST-60-36

PHASE 2
1-8" VALVE
1-BOV
25' OVERBLAST

GLENDWELL LLOYD AND THE
JOANN L. LLOYD TRUST
PIN #19-08-0008-0009-0000
1,358,070 S.F. OR
31.1770 AC.

POTOMAC TC OWNER LLC
PIN #19-08-0008-0009-0002
289,369 S.F. OR
6.6430 AC.

MATCHLINE SHEET 12

MATCHLINE SHEET 14

30 0 30 60 90
Scale 1" = 30'

REVISIONS		
DATE	CLIENT REV.	
04/27/23	CITY; JUI, CTUB COMMENTS	
06/08/23	SANITARY REVISION	
08/17/23	JUI, CTUB COMMENTS	
08/22/23		

MORRIS & RITCHIE ASSOCIATES, INC.
ENGINEERS, PLANNERS, SURVEYORS AND LANDSCAPE ARCHITECTS
205 E. HIRST STREET, SUITE 106
PURCELLVILLE, VA 20132
PHONE: (703) 994 - 4047
MRAGTA.COM

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JUSTIN K. ERICKSON
LICENSED
16052
STATE OF WEST VIRGINIA
PROFESSIONAL ENGINEER
08/22/23

GRADING PLAN

RED CLOVER MEADOWS
PHASE 1
CONSTRUCTION DRAWINGS
CITY OF RANSON, WEST VIRGINIA

JOB NO.:	21170X01
SCALE:	1"=30'
DATE:	04/21/23
DRAWN BY:	DLT
DESIGN BY:	DLT
REVIEW BY:	JKE
SHEET:	11 OF 56

CIVIC SPACE

TOT LOT

GAZEBO

TENTATIVE MAILBOX LOCATION

REVERSE CURB & GUTTER

CEDAR VALLEY RD
ST-60-36

ALLEY 1
RA-20-16

ALLEY 2
RA-20-16

ALLEY 3
RA-20-16

ALLEY 4
RA-20-16

11TH AVE ST-60-36

PROPOSED RETAINING WALL #2

PHASE 2

PHASE 3

TEMPORARY FORCEMAIN EASEMENT
D.B. 1073 PG. 501
(TO BE VACATED)

SWM POND #2
2 YR WSE=548.57
10 YR WSE=549.74
100 YR WSE=551.82

FOREBAY #1

PHASE 2
1-8"X8" TEE
1-BOV
25' OVERBLAST

1-CAP
25' OVERBLAST

PLACE MARKER FOR FUTURE USE
PHASE 2
MH 62 - 61

N 16° 05' 08" E 912.56'

N 59° 55' 50" W 74.17'

MATCHLINE SHEET 11

MATCHLINE SHEET 13

NORTH
NAD 83 (2011)

Scale 1" = 30'

REVISIONS		
DATE		
04/27/23	CLIENT REV.	
06/08/23	CITY, JUI, CTUB COMMENTS	
08/17/23	SANITARY REVISION	
08/22/23	JUI, CTUB COMMENTS	

MORRIS & RITCHIE ASSOCIATES, INC.
ENGINEERS, PLANNERS, SURVEYORS AND LANDSCAPE ARCHITECTS
205 E. HIRST STREET, SUITE 106
PURCELLVILLE, VA 20132
PHONE: (703) 994 - 4047
MRAGTA.COM

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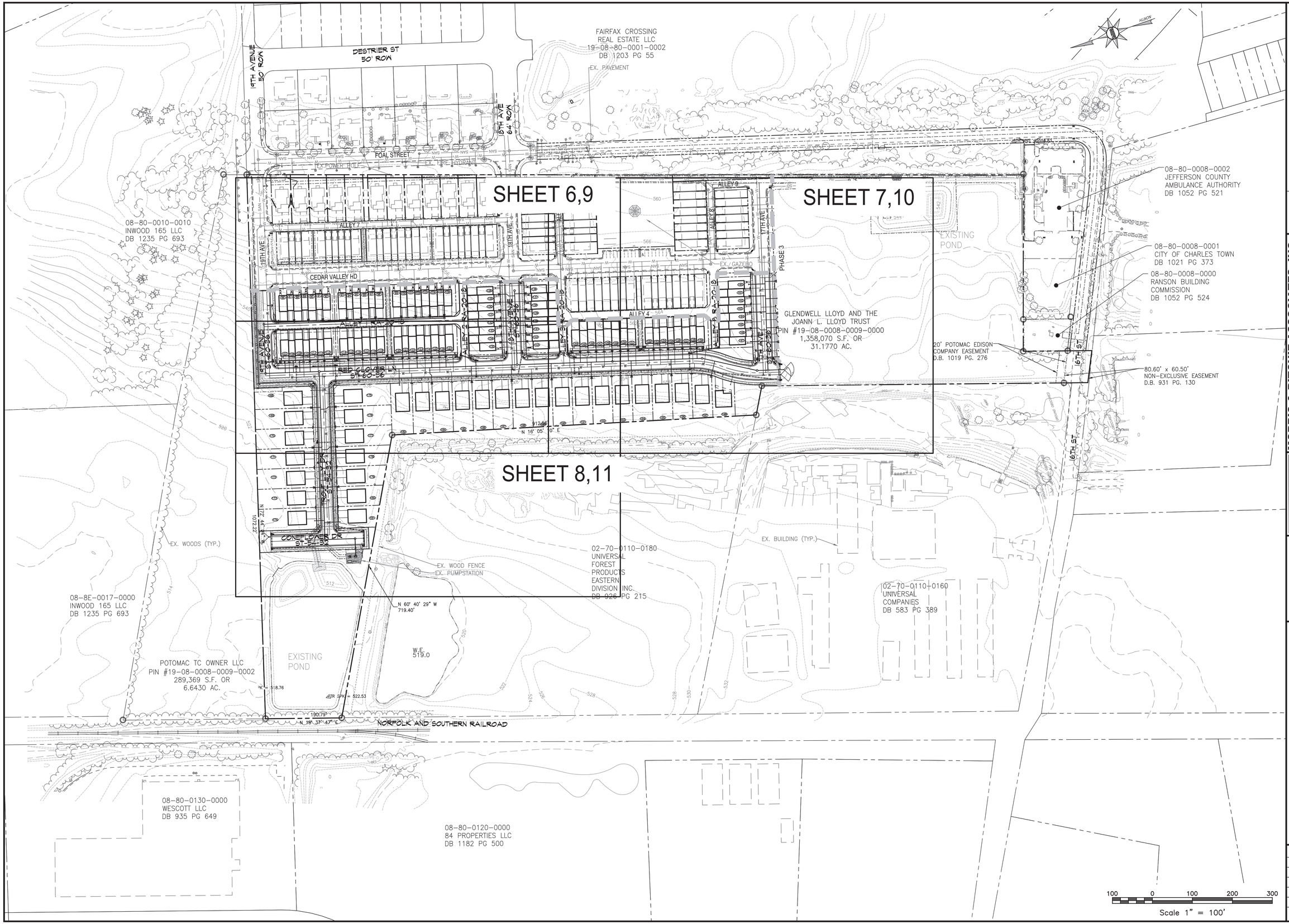
JIR ERICKSON
16052
STATE OF WEST VIRGINIA
PROFESSIONAL ENGINEER
08/22/23

GRADING PLAN

RED CLOVER MEADOWS
PHASE 1
CONSTRUCTION DRAWINGS
CITY OF RANSON, WEST VIRGINIA

JOB NO.:	21170X01
SCALE:	1"=30'
DATE:	04/21/23
DRAWN BY:	DLT
DESIGN BY:	DLT
REVIEW BY:	JKE
SHEET:	12 OF 56



DATE	REVISIONS
09/22/23	JUL. CTUB COMMENTS
12/26/23	WVAW. AND CTUB COMMENTS
01/08/24	CITY COMMENTS
01/23/24	CTUB COMMENTS

MORRIS & RITCHIE ASSOCIATES, INC.
ENGINEERS, PLANNERS, SURVEYORS AND LANDSCAPE ARCHITECTS
205 E. HIRST STREET, SUITE 106
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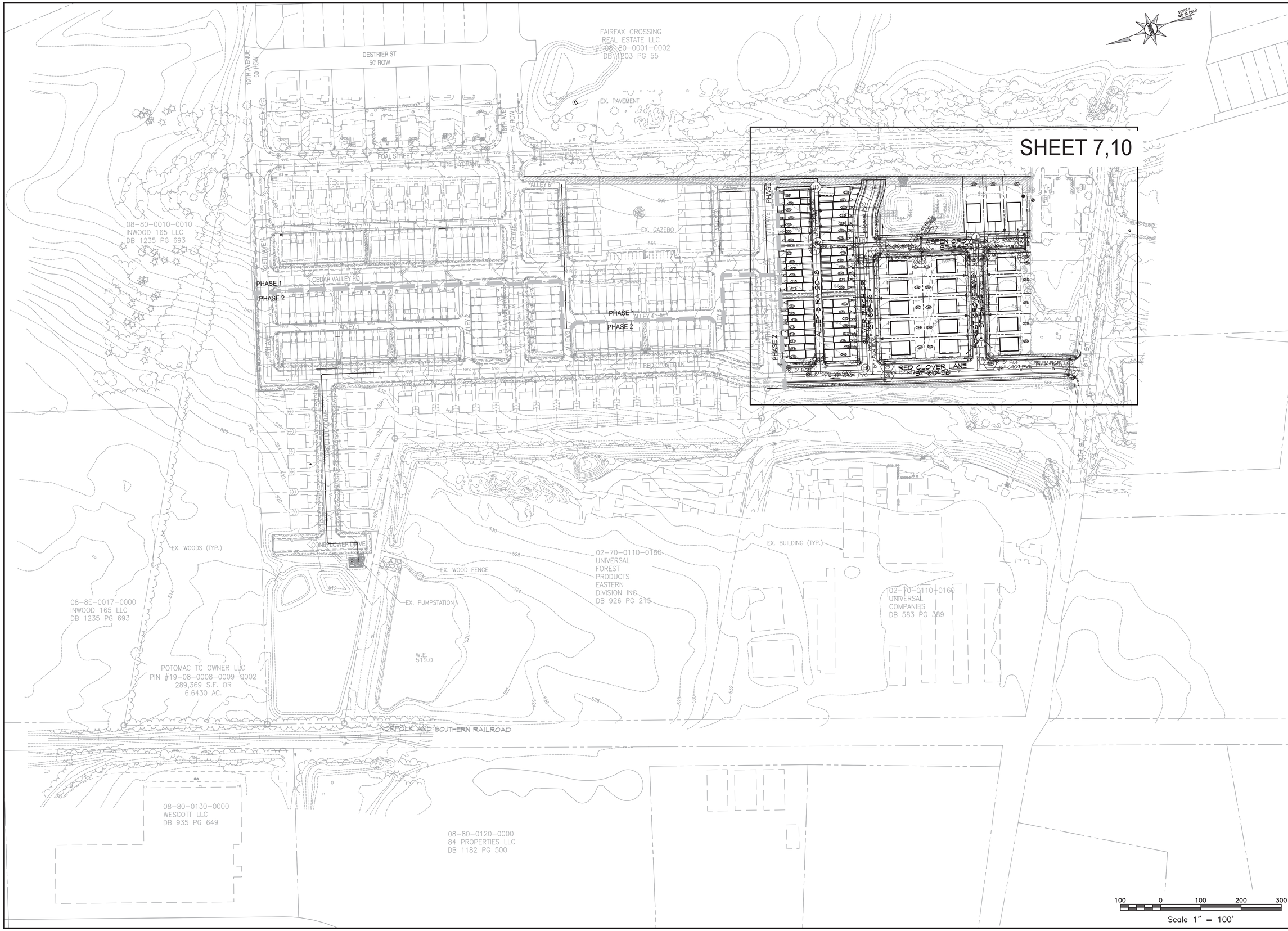
JAY E. ERICKSON
WV REGISTERED
16052
STATE OF WEST VIRGINIA
PROFESSIONAL ENGINEER
01/23/24

OVERALL PLAN

RED CLOVER MEADOWS
PHASE 2
CONSTRUCTION DRAWINGS
CITY OF RANSON, WEST VIRGINIA

JOB NO.:	21170X01
SCALE:	1"=100'
DATE:	08/04/23
DRAWN BY:	DLT
DESIGN BY:	DLT
REVIEW BY:	JKE
SHEET:	5 OF 48



DATE	REVISIONS
01/10/24	WVAW, CTUB, AND CITY COMMENTS

MORRIS & RITCHIE ASSOCIATES, INC.
ENGINEERS, PLANNERS, SURVEYORS AND LANDSCAPE ARCHITECTS
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MRA

JAY K. ERICKSON
LICENSED PROFESSIONAL ENGINEER
16052
STATE OF WEST VIRGINIA
01/10/24

OVERALL PLAN

RED CLOVER MEADOWS
PHASE 3
CONSTRUCTION DRAWINGS
CITY OF RANSON, WEST VIRGINIA

JOB NO.:	21170X01
SCALE:	1"=100'
DATE:	09/28/23
DRAWN BY:	DLT
DESIGN BY:	DLT
REVIEW BY:	JKE
SHEET:	5 OF 34

CHARLES TOWN UTILITY BOARD

Wednesday, September 11, 2024

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

BASF and Tyco Class Action Settlement Discussion and General PFAS Updates - Possible Executive Session Under: WV State Code Section §6-9A-4(b)(12) – To discuss any matter which, by express provision of federal law or state statute or rule of court is rendered confidential.

Attachments:

BASF and Tyco PFAS General Discussion.pdf

SUMMARY NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND COURT-APPROVAL HEARING

In re: Aqueous Film-Forming Foams Products Liability Litigation, MDL No. 2:18-mn-02873 This Document relates to: *City of Camden, et al., v. BASF Corporation*, No. 2:24-cv-03174-RMG

UNITED STATES DISTRICT COURT, DISTRICT OF SOUTH CAROLINA, CHARLESTON DIVISION

TO THE SETTLEMENT CLASS: All Active Public Water Systems in the United States of America that have one or more Impacted Water Sources as of May 15, 2024.

All capitalized terms not otherwise defined herein shall have the meanings set forth in the Settlement Agreement, available for review at **www.PFASWaterSettlement.com**.

Active Public Water System means a Public Water System whose activity-status field in SDWIS states that the system is "Active."

Impacted Water Source means a Water Source that has a Qualifying Test Result showing a Measurable Concentration of PFAS.

Public Water System means a system for the provision to the public of water for human consumption through pipes or other constructed conveyances, if such system has at least fifteen (15) service connections or regularly serves an average of at least twenty-five (25) individuals daily at least sixty (60) days out of the year, consistent with the use of that term in the Safe Drinking Water Act, 42 U.S.C § 300f(4)(A) and 40 C.F.R. Part 141. The term "Public Water System" includes (i) any collection, treatment, storage, and distribution facilities under control of the operator of such system and used primarily in connection with such system, and (ii) any collection or pretreatment storage facilities not under such control which are used primarily in connection with such system. Solely for purposes of this Settlement Agreement, the term "Public Water System" refers to a Community Water System of any size or a Non-Transient Non-Community Water System that serves more than 3,300 people, according to SDWIS, the owner and/or operator of such Public Water Systems, or any Person (but not any financing or lending institution) that has legal authority or responsibility (by statute, regulation, other law, or contract) to fund or incur financial obligations for the design, engineering, installation, operation, or maintenance of any facility or equipment that treats, filters, remediates, or manages water that has entered or may enter Drinking Water or any Public Water System. It is the intention of this Agreement that the definition of "Public Water System" be as broad, expansive, and inclusive as possible.

What Is the Purpose of this Notice? The purpose of this Notice is (i) to advise you of a proposed settlement of certain Claims against BASF Corporation ("BASF" or "Defendant") in the United States District Court for the District of South Carolina (the "Court"); (ii) to summarize your rights

in connection with the Settlement; and (iii) to inform you of a Court hearing to consider whether to grant final approval of the Settlement (the "Final Fairness Hearing"), to be held on November 1, 2024 at 12:00 p.m. EST, before the Honorable Richard M. Gergel, United States District Judge of the United States District Court for the District of South Carolina, located at 85 Broad Street, Charleston, South Carolina 29401.

What Are the Key Terms of the Proposed Settlement? BASF has agreed to pay $312,500,000 (the "Settlement Amount"), subject to final approval of the Settlement by the Court and certain other conditions specified in the Settlement Agreement. BASF shall additionally pay $4,000,000 (the "Initial Payment") to cover costs incurred by the Notice Administrator in the course of executing the Notice Plan. Together, these payments from BASF constitute the "Settlement Funds." In no event shall BASF be required under the Settlement Agreement to pay any amounts above the Settlement Funds. Any fees, costs, or expenses payable under the Settlement Agreement shall be paid out of, and shall not be in addition to, the Settlement Funds. Each Class Member that has not excluded itself from the Class will be eligible to receive a settlement check(s) from the Claims Administrator based on the Allocation Procedures developed by Class Counsel, which are subject to final approval by the Court as fair and reasonable and whose administration is under the oversight of the Special Master.

What Are My Options?

YOU CAN PARTICIPATE IN THE SETTLEMENT. You must file a Claims Form to be eligible to receive a payment under the Settlement. You can submit your Claims Form online at **www.PFASWaterSettlement.com**, or you can download, complete, and mail your Claims Form to the Claims Administrator at AFFF Public Water System Claims, P.O. Box 4466, Baton Rouge, Louisiana 70821. The deadline to submit a Claims Form is sixty (60) calendar days after the Effective Date.

Regardless of whether you file a Claims Form or receive any distribution under the Settlement, unless you timely opt out as described below, you will be bound by the Settlement and any judgment or other final disposition related to the Settlement, including the Release set forth in the Settlement Agreement, and will be precluded from pursuing claims against BASF separately if those Claims are within the scope of the Release.

YOU CAN OPT OUT OF THE SETTLEMENT. If you do not wish to be a Class Member and do not want to participate in the Settlement and receive a settlement check, you may exclude yourself, or "opt out" from the Class by completing and submitting a Request for Exclusion. The Request for Exclusion form will be available online and may be submitted electronically; if it is submitted via paper copy it must be served on the Opt Out Administrator no later than October 15, 2024. Requests for Exclusion may be withdrawn at any time before the Final Fairness Hearing.

YOU CAN OBJECT TO THE SETTLEMENT. Any Class Member that has not successfully excluded itself ("opted out") may object to the Settlement. Any Class Member that wishes to object to the Settlement or to an award of fees or expenses to Class Counsel must file a written and signed statement designated "Objection" with the Clerk of the Court and provide service on BASF's Counsel and Class Counsel no later than September 15, 2024. No Class Member who has submitted a Request for Exclusion may object, and any

Objections submitted by any Class Member that later excludes itself shall be deemed withdrawn.

VISIT WWW.PFASWATERSETTLEMENT.COM FOR COMPLETE INFORMATION ABOUT YOUR RIGHTS

The Court's Final Fairness Hearing. The Court will hold the Final Fairness Hearing in the United States District Court for the District of South Carolina, located at 85 Broad Street, Charleston, South Carolina 29401, on November 1, 2024. At that time, the Court will determine, among other things, (i) whether the Settlement should be granted final approval as fair, reasonable, and adequate, (ii) whether the Litigation should be dismissed with prejudice pursuant to the terms of the Settlement Agreement, (iii) whether the Settlement Class should be conclusively certified, (iv) whether Settlement Class Members should be bound by the Release set forth in the Settlement Agreement, (v) the amount of attorneys' fees and costs to be awarded to Class Counsel, if any, and (vi) the amount of the award to be made to the Class Representatives for their services, if any. The Final Fairness Hearing may be postponed, adjourned, or continued by Order of the Court without further notice to the Class.

How Do I Get More Information? Please visit **www.PFASWaterSettlement.com** or call toll free **1-855-714-4341.** You may also contact Class Counsel for more information:

Scott Summy **Baron & Budd, P.C.** 3102 Oak Lawn Ave., Ste. 1100 Dallas, Texas 75219	Michael A. London **Douglas & London** 59 Maiden Lane, 6th Floor New York, NY 10038
Paul J. Napoli **Napoli Shkolnik** 1302 Av. Ponce de Leon San Juan, Puerto Rico 00907	Joseph F. Rice **Motley Rice LLC** 28 Bridgeside Boulevard Mt. Pleasant, South Carolina 29464

Notice Administrator	**Claims Administrator**
In re: Aqueous Film-Forming Foams Products Liability Litigation c/o Notice Administrator 1650 Arch Street, Suite 2210 Philadelphia, PA 19103	AFFF Public Water System Claims PO Box 4466 Baton Rouge, LA 70821
Opt Out Administrator Rubris Inc. P.O. Box 3866 McLean, VA 22103	

Clerk of the Court:

Clerk, United States District
Court for the District
of South Carolina
85 Broad Street
Charleston, SC 29401

Counsel for BASF Corporation:

Matthew A. Holian
DLA Piper LLP (US)
33 Arch Street, 26th Floor
Boston, MA 02110
Matt.holian@dlapiper.com

John R. Wellschlager
DLA Piper LLP (US)
650 South Exeter Street, Suite 1100
Baltimore, MD 21202
John.wellschlager@dlapiper.com

SUMMARY NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

AND COURT-APPROVAL HEARING

In re: Aqueous Film-Forming Foams Products Liability Litigation, MDL No. 2:18-mn-02873 This Document relates to: *City of Camden, et al., v. Tyco Fire Products LP*, No. 2:24-cv-02321-RMG

UNITED STATES DISTRICT COURT, DISTRICT OF SOUTH CAROLINA, CHARLESTON DIVISION

TO THE SETTLEMENT CLASS: All Active Public Water Systems in the United States of America that have one or more Impacted Water Sources as of May 15, 2024.

All capitalized terms not otherwise defined herein shall have the meanings set forth in the Settlement Agreement, available for review at **www.PFASWaterSettlement.com**.

Active Public Water System means a Public Water System whose activity-status field in SDWIS states that the system is "Active."

Impacted Water Source means a Water Source that has a Qualifying Test Result showing a Measurable Concentration of PFAS.

Public Water System means a system for the provision to the public of water for human consumption through pipes or other constructed conveyances, if such system has at least fifteen (15) service connections or regularly serves an average of at least twenty-five (25) individuals daily at least sixty (60) days out of the year, consistent with the use of that term in the Safe Drinking Water Act, 42 U.S.C § 300f(4)(A) and 40 C.F.R. Part 141. The term "Public Water System" includes (i) any collection, treatment, storage, and distribution facilities under control of the operator of such system and used primarily in connection with such system, and (ii) any collection or pretreatment storage facilities not under such control which are used primarily in connection with such system. Solely for purposes of this Settlement Agreement, the term "Public Water System" refers to a Community Water System of any size or a Non-Transient Non-Community Water System that serves more than 3,300 people, according to SDWIS, the owner and/or operator of such Public Water Systems, or any Person (but not any financing or lending institution) that has legal authority or responsibility (by statute, regulation, other law, or contract) to fund or incur financial obligations for the design, engineering, installation, operation, or maintenance of any facility or equipment that treats, filters, remediates, or manages water that has entered or may enter Drinking Water or any Public Water System. It is the intention of this Agreement that the definition of "Public Water System" be as broad, expansive, and inclusive as possible.

What Is the Purpose of this Notice? The purpose of this Notice is (i) to advise you of a proposed

settlement of certain Claims against Tyco Fire Products LP ("Tyco" or "Defendant") in the United States District Court for the District of South Carolina (the "Court"); (ii) to summarize your rights in connection with the Settlement; and (iii) to inform you of a Court hearing to consider whether to grant final approval of the Settlement (the "Final Fairness Hearing"), to be held on **November 1, 2024** at **11 a.m.**, before the Honorable Richard M. Gergel, United States District Judge of the United States District Court for the District of South Carolina, located at 85 Broad Street, Charleston, South Carolina 29401.

What Are the Key Terms of the Proposed Settlement? Tyco has agreed to pay $750,000,000.00 (the "Settlement Amount"), subject to final approval of the Settlement by the Court and certain other conditions specified in the Settlement Agreement. In no event shall Tyco be required under the Settlement Agreement to pay any amounts above the Settlement Amount. Any fees, costs, or expenses payable under the Settlement Agreement shall be paid out of, and shall not be in addition to, the Settlement Amount. Each Class Member that has not excluded itself from the Class will be eligible to receive a settlement check(s) from the Claims Administrator based on the Allocation Procedures developed by Class Counsel, which are subject to final approval by the Court as fair and reasonable and whose administration is under the oversight of the Special Master.

What Are My Options?

YOU CAN PARTICIPATE IN THE SETTLEMENT. You must file a Claims Form to be eligible to receive a payment under the Settlement. You can submit your Claims Form online at **www.PFASWaterSettlement.com**, or you can download, complete, and mail your Claims Form to the Claims Administrator at AFFF Public Water System Claims, P.O. Box 4466, Baton Rouge, Louisiana 70821. The deadline to submit a Phase One Action Fund Claims Form is **sixty (60) calendar days after the Effective Date**.

Regardless of whether you file a Claims Form or receive any distribution under the Settlement, unless you timely opt out as described below, you will be bound by the Settlement and any judgment or other final disposition related to the Settlement, including the Release set forth in the Settlement Agreement, and will be precluded from pursuing claims against Tyco separately if those Claims are within the scope of the Release.

YOU CAN OPT OUT OF THE SETTLEMENT. If you do not wish to be a Class Member and do not want to participate in the Settlement and receive a settlement check, you may exclude yourself, or "opt out" from the Class by completing and submitting a Request for Exclusion. The Request for Exclusion form will be available online and may be submitted electronically; if it is submitted via paper copy it must be served on the Opt Out Administrator no later than **September 23, 2024**. Requests for Exclusion may be withdrawn at any time before the Final Fairness Hearing.

YOU CAN OBJECT TO THE SETTLEMENT. Any Class Member that has not successfully excluded itself ("opted out") may object to the Settlement. Any Class Member that wishes to object to the Settlement or to an award of fees or expenses to Class Counsel must file a written and signed statement designated "Objection" with the Clerk

of the Court and provide service on Tyco's Counsel and Class Counsel no later than **August 24, 2024**. No Class Member who has submitted a Request for Exclusion may object, and any Objections submitted by any Class Member that later excludes itself shall be deemed withdrawn.

VISIT WWW.PFASWATERSETTLEMENT.COM FOR COMPLETE INFORMATION ABOUT YOUR RIGHTS

The Court's Final Fairness Hearing. The Court will hold the Final Fairness Hearing in the U.S. Court House for the United States District Court for the District of South Carolina, located at 85 Broad Street, Charleston, South Carolina 29401, on **November 1, 2024**. At that time, the Court will determine, among other things, (i) whether the Settlement should be granted final approval as fair, reasonable, and adequate, (ii) whether the Litigation should be dismissed with prejudice pursuant to the terms of the Settlement Agreement, (iii) whether the Settlement Class should be conclusively certified, (iv) whether Settlement Class Members should be bound by the Release set forth in the Settlement Agreement, (v) the amount of attorneys' fees and costs to be awarded to Class Counsel, if any, and (vi) the amount of the award to be made to the Class Representatives for their services, if any. The Final Fairness Hearing may be postponed, adjourned, or continued by Order of the Court without further notice to the Class.

How Do I Get More Information? Please visit **www.PFASWaterSettlement.com** or call toll free **1-855-714-4341.** You may also contact Class Counsel for more information:

Scott Summy **Baron & Budd, P.C.** 3102 Oak Lawn Ave., Ste. 1100 Dallas, Texas 75219	Michael A. London **Douglas & London** 59 Maiden Lane, 6th Floor New York, NY 10038
Paul J. Napoli **Napoli Shkolnik** 1302 Av. Ponce de Leon San Juan, Puerto Rico 00907	Joseph F. Rice **Motley Rice LLC** 28 Bridgeside Boulevard Mt. Pleasant, South Carolina 29464

Notice Administrator	**Claims Administrator**
In re: Aqueous Film-Forming Foams Products Liability Litigation c/o Notice Administrator 1650 Arch Street, Suite 2210 Philadelphia, PA 19103	AFFF Public Water System Claims PO Box 4466 Baton Rouge, LA 70821

Opt Out Administrator
Rubris Inc.
P.O. Box 3866
McLean, VA 22103

Clerk of the Court:

Clerk, United States District
Court for the District
of South Carolina
85 Broad Street
Charleston, SC 29401

Counsel for Tyco Fire Products LP:

Joseph G. Petrosinelli
Liam J. Montgomery
WILLIAMS & CONNOLLY LLP
680 Maine Avenue SW
Washington, DC 20024
(202) 434-5000
jpetrosinelli@wc.com
lmontgomery@wc.com

CHARLES TOWN UTILITY BOARD

Wednesday, September 11, 2024

Regular Meeting

661 South George Street
Charles Town, WV 25414

Utility Manager Report

Attachments:

UM Report.pdf

Charles Town Utility Board

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

MEMORANDUM TO THE BOARD OF DIRECTORS

FROM: Kristen Stolipher, Utility General Manager
SUBJECT: Utility General Manager's Report
DATE: September 11, 2024

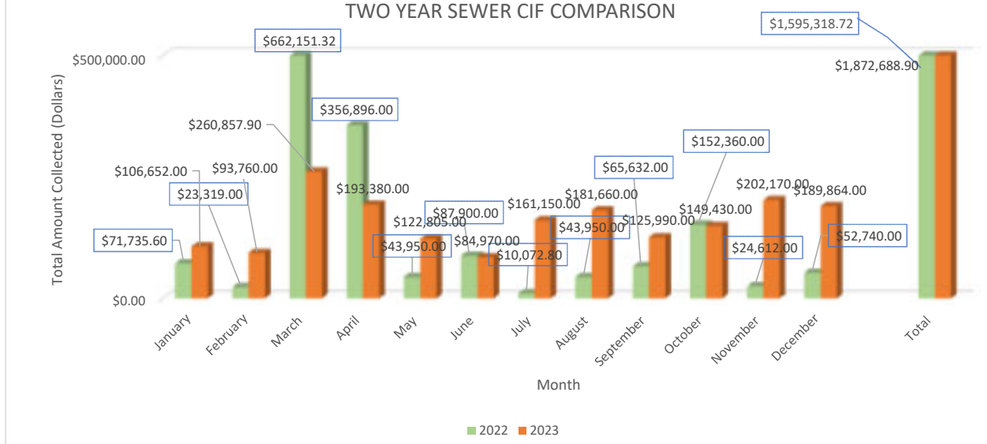
- **Customer Counts**
  - Sewer 9,271
  - Water 7,092

- **Administrative**
  - Water and Sewer Specifications 40% complete – anticipated to be complete end of 2024
  - Asset Management underway

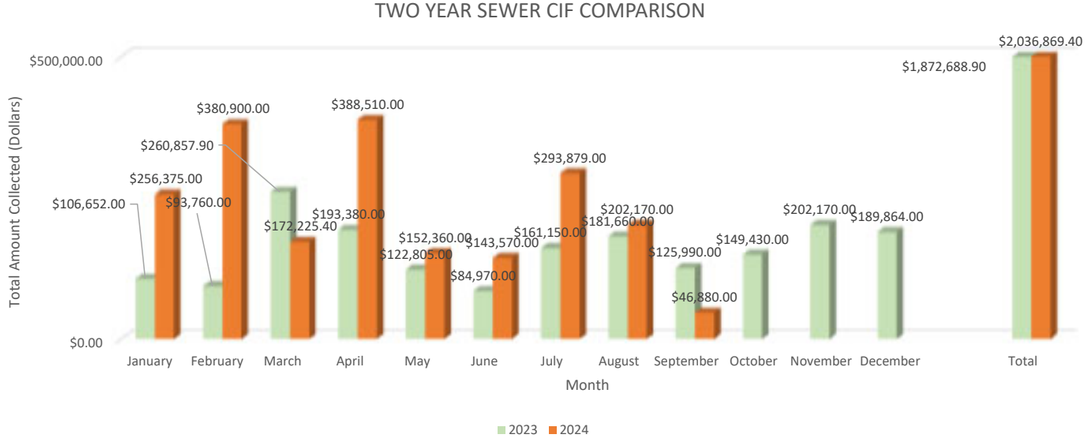
- **Water**
  - Lead and Copper Inventory complete and submitted to the State. No lead service lines or mains were located. Galvanized lines will need replacement once EPA provides a schedule.
  - WTP Recycle Design – awaiting permitting

- **Sewer**
  - Renewal and Replacement Project
  - Collection System Project
  - Greenfield Forcemain – design work in progress
  - North/George/Liberty block project – survey work in progress
  - Wastewater Expansion Preliminary Engineering underway

Charles Town Utility Board 2023 Capacity Improvement Fee Collections/EDU for Sewer						
Month	**Commercial**	**Residential**	**Total Number of EDU's**	**Total Sewer CIF Collected**	**CIF Paid to Ranson**	**Total**
Jan-23		36.4	36.4	$ 116,402.00	$ 9,750.00	$ 106,652.00
Feb-23		32	32	$ 93,760.00		$ 93,760.00
Mar-23	4.03	85	89.03	$ 286,906.65	$ 26,048.75	$ 260,857.90
Apr-23		66	66	$ 206,380.00	$ 13,000.00	$ 193,380.00
May-23	5.19	36	41.19	$ 139,380.00	$ 17,550.00	$ 122,805.00
Jun-23		29	29	$ 84,970.00		$ 84,970.00
Jul-23		55	55	$ 237,525.00	$ 76,375.00	$ 161,150.00
Aug-23		62	62	$ 202,785.00	$ 21,125.00	$ 181,660.00
Sep-23		43	43	$ 156,865.00	$ 30,875.00	$ 125,990.00
Oct-23		51	51	$ 191,680.00	$ 42,250.00	$ 149,430.00
Nov-23		69	69	$ 237,920.00	$ 35,750.00	$ 202,170.00
Dec-23	33	32	65	$ 196,364.00	$ 6,500.00	$ 189,864.00
Total 2023	**42.02**	**491.4**	**638.42**	**$ 2,150,937.65**	**$ 279,223.75**	**$ 1,872,688.90**

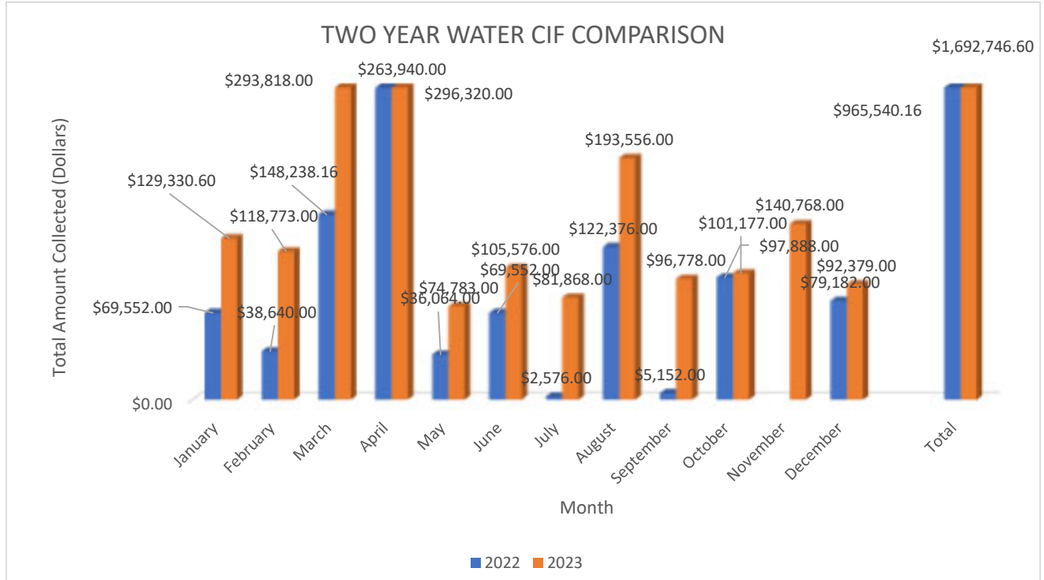


Charles Town Utility Board 2024 Capacity Improvement Fee Collections/EDU for Sewer						
Month	**Commercial**	**Residential**	**Total Number of EDU's**	**Total Sewer CIF Collected**	**CIF Paid to Ranson**	**Total**
Jan-24	1.5	86	87.5	$ 289,687.50	$ 33,312.50	$ 256,375.00
Feb-24		130	130	$ 458,900.00	$ 78,000.00	$ 380,900.00
Mar-24	6.78	52	58.78	$ 181,975.40	$ 9,750.00	$ 172,225.40
Apr-24	25	107	132	$ 438,885.00	$ 50,375.00	$ 388,510.00
May-24		52	52	$ 175,110.00	$ 22,750.00	$ 152,360.00
Jun-24		49	49	$ 182,570.00	$ 39,000.00	$ 143,570.00
Jul-24		100.3	100.3	$ 345,879.00	$ 52,000.00	$ 293,879.00
Aug-24		69	69	$ 226,545.00	$ 24,375.00	$ 202,170.00
Sep-24		16	16	$ 46,880.00		$ 46,880.00
Oct-24						
Nov-24						
Dec-24						
Total 2024	**33.28**	**576.3**	**694.58**	**$ 2,346,431.90**	**$ 309,562.50**	**$ 2,036,869.40**

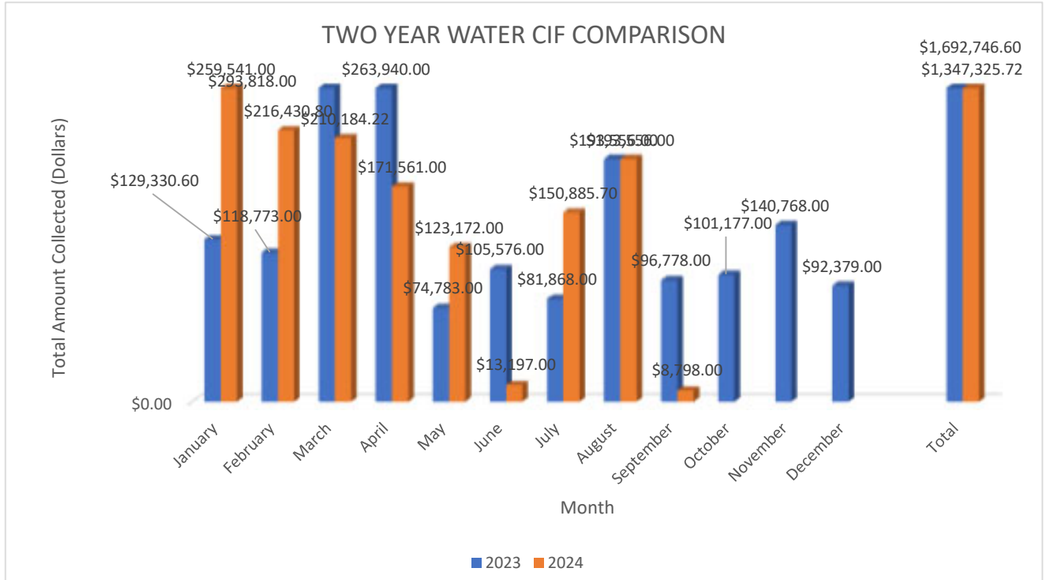


Water CIF Tracking as of September 6, 2024

2023 Capacity Improvement Fee Collections/EDU for Water					
Month	Commercial	Residential	Total Number of EDU's	Total Water CIF	
Jan-23		30.4	30.4	$	129,330.60
Feb-23		27	27	$	118,773.00
Mar-23		81.5	81.5	$	293,818.00
Apr-23		60	60	$	263,940.00
May-23		17	17	$	74,783.00
Jun-23		24	24	$	105,576.00
Jul-23	24.95	4	28.95	$	81,868.00
Aug-23		44	44	$	193,556.00
Sep-23		22	22	$	96,778.00
Oct-23		23	23	$	101,177.00
Nov-23		32	32	$	140,768.00
Dec-23		21	21	$	92,379.00
Total 2023	**24.95**	**362.9**	**410.85**	**$**	**1,692,746.60**



2024 Capacity Improvement Fee Collections/EDU for Water					
Month	Commercial	Residential	Total Number of EDU's	Total Water CIF	
Jan-24		59	59	$	259,541.00
Feb-24		49.2	49.2	$	216,430.80
Mar-24	6.78	41	47.78	$	210,184.22
Apr-24		39	39	$	171,561.00
May-24		28	28	$	123,172.00
Jun-24		3	3	$	13,197.00
Jul-24		34.3	34.3	$	150,885.70
Aug-24		44	44	$	193,556.00
Sep-24		2	2	$	8,798.00
Oct-24					
Nov-24					
Dec-24					
Total 2024	**6.78**	**299.5**	**306.28**	**$**	**1,347,325.72**



CHARLES TOWN UTILITY BOARD
WASTEWATER TREATMENT PLANT FLOW DATA

CHARLES TOWN WASTEWATER PLANT FLOW DATA						
YEAR	Total Design (MGD)	TOTAL ANNUAL FLOW (MG)	AVERAGE DAILY (MGD)	Total Design minus Average Daily (MGD)	Total Available (gpd)	Total Available (EDU's)
2015	1.75	384	1.05	0.7	700,000	4,667
2016	1.75	419	1.14	0.61	610,000	4,067
2017	1.75	393	1.08	0.67	670,000	4,467
2018	1.75	491	1.34	0.41	410,000	2,733
2019	1.75	459	1.26	0.49	490,000	3,267
2020	1.75	419.7	1.15	0.60	603,333	4,022
2021	1.75	401.61	1.11	0.64	637,500	4,250
2022	1.75	387.15	1.06	0.69	687,500	4,583
2023	1.75	382.28	1.06	0.69	694,167	4,628
2024	1.75	293.17	1.37	0.39	385,000	2,567

TUSCAWILLA WASTEWATER PLANT FLOW DATA						
YEAR	Total Design (MGD)	TOTAL ANNUAL FLOW (MG)	AVERAGE DAILY (MGD)	Total Design minus Average Daily (MGD)	Total Available (gpd)	Total Available (EDU's)
2015	0.5	48	0.13	0.37	370,000	2,467
2016	0.5	49	0.13	0.37	370,000	2,467
2017	0.5	48	0.14	0.36	360,000	2,400
2018	0.5	78	0.21	0.29	290,000	1,933
2019	0.5	55.24	0.15	0.35	350,000	2,333
2020	0.5	1.09	0.16	0.34	340,000	2,267
2021	0.5	32.55	0.10	0.40	400,833	2,672
2022	0.5	62.8	0.17	0.33	328,333	2,189
2023	0.5	83.78	0.23	0.27	270,000	1,800
2024	0.5	48.41	0.20	0.30	300,000	2,000

Total EDU's available between CT and Tuscawilla	
2015	7,133
2016	6,533
2017	6,867
2018	4,667
2019	5,600
2020	6,289
2021	6,922
2022	6,772
2023	6,428
2024	4,567

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

2022		
	Total (MG)	AVERAGE (MG)
JANUARY	37.25	1.20
FEBRUARY	33.8	1.21
MARCH	33.28	1.07
APRIL	32.98	1.1
MAY	35.86	1.16
JUNE	29.9	1.00
JULY	29.78	0.96
AUGUST	30.19	1.01
SEPTEMBER	29.62	0.96
OCTOBER	29.02	0.94
NOVEMBER	30.09	1.00
DECEMBER	35.38	1.14
Annual Total	387.15	1.06

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

2024		
	Total (MG)	AVERAGE (MG)
JANUARY	36.06	1.16
FEBRUARY	34.43	1.19
MARCH	38.99	1.26
APRIL	38.08	1.27
MAY	37.15	1.2
JUNE	32.9	1.1
JULY	34.51	1.11
AUGUST	41.05	2.63
SEPTEMBER		
OCTOBER		
NOVEMBER		
DECEMBER		
Annual Total	293.17	1.37

2022		
	Total (MG)	AVERAGE (MG)
JANUARY	0	0
FEBRUARY	0	0
MARCH	4.34	0.14
APRIL	4.68	0.16
MAY	6.03	0.19
JUNE	6.21	0.21
JULY	6.48	0.21
AUGUST	7.01	0.23
SEPTEMBER	7.11	0.24
OCTOBER	7.27	0.23
NOVEMBER	6.94	0.23
DECEMBER	6.73	0.22
Annual Total	62.8	0.17

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

2024		
	Total (MG)	AVERAGE (MG)
JANUARY	8.61	0.28
FEBRUARY	8.25	0.28
MARCH	6.28	0.2
APRIL	5.05	0.17
MAY	4.64	0.15
JUNE	5.25	0.18
JULY	4.91	0.16
AUGUST	5.42	0.18
SEPTEMBER		
OCTOBER		
NOVEMBER		
DECEMBER		
Annual Total	48.41	0.200

CHARLES TOWN UTILITY BOARD
WATER TREATMENT PLANT FLOW DATA

CHARLES TOWN WATER PLANT FLOW DATA						
YEAR	Total Design (MGD)	TOTAL ANNUAL FLOW (MG)	AVERAGE DAILY (MGD)	Total Design minus Average Daily (MGD)	Total Available (gpd)	Total Available (EDU's)
2019	2.8	644.32	1.77	1.03	1,034,980	6,900
2020	2.8	615.64	1.68	1.12	1,117,946	7,453
2021	2.8	601.87	1.64	1.16	1,164,627	7,764
2022	2.8	588.97	1.60	1.20	1,204,163	8,028
2023	2.8	602.24	1.63	1.17	1,168,256	7,788
2024	2.8	3,893.31	1.59	1.21	1,211,015	8,073

GLEN HAVEN WATER PLANT FLOW DATA						
YEAR	Total Design (MGD)	TOTAL ANNUAL FLOW (MG)	AVERAGE DAILY (MGD)	Total Design minus Average Daily (MGD)	Total Available (gpd)	
2020	0.0216	1.04	0.01	0.01	13,120	
2021	0.0216	3.06	0.01	0.01	13,213	-
2022	0.0216	2.70	0.01	0.01	14,335	-
2023	0.0216	2.99	0.01	0.01	13,573	-
2024	0.0216	1.84	0.01	0.01	14,231	-

CAVALAND WATER PLANT FLOW DATA						
YEAR	Total Design (MGD)	TOTAL ANNUAL FLOW (MG)	AVERAGE DAILY (MGD)	Total Design minus Average Daily (MGD)	Total Available (gpd)	
2020	0.036	0.59	0.005	0.03	31,210	
2021	0.036	1.91	0.01	0.03	30,766	
2022	0.036	1.84	0.005	0.03	31,041	
2023	0.036	1.79	0.005	0.03	31,186	
2024	0.036	0.00	0.01	0.03	30,892	

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

2022		
	Total (MG)	AVERAGE (MG)
JANUARY	47,918,736	1,545,766
FEBRUARY	43,703,896	1,560,853
MARCH	48,063,482	1,550,435
APRIL	47,294,978	1,525,644
MAY	49,834,352	1,607,560
JUNE	49,111,936	1,584,256
JULY	51,919,787	1,674,832
AUGUST	51,872,384	1,673,303
SEPTEMBER	50,844,952	1,640,160
OCTOBER	50,572,280	1,631,364
NOVEMBER	47,643,899	1,536,900
DECEMBER	50,188,260	1,618,976
Annual Total	588,968,942	1,595,837

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

2024		
	Total (MG)	AVERAGE (MG)
JANUARY	48,027,207	1,549,265
FEBRUARY	44,217,320	1,579,190
MARCH	46,432,344	1,497,818
APRIL	44,552,042	1,437,163
MAY	46,432,344	1,497,818
JUNE	52,695,168	1,699,844
JULY	55,816,216	1,800,523
AUGUST	51,158,016	1,650,259
SEPTEMBER		
OCTOBER		
NOVEMBER		
DECEMBER		
Annual Total	389,330,657	1,588,985

2022		
	Total (MG)	AVERAGE (MG)
JANUARY	204,300	6,590
FEBRUARY	178,600	5,761
MARCH	191,200	6,168
APRIL	222,000	7,161
MAY	237,300	7,655
JUNE	286,600	9,245
JULY	301,600	9,729
AUGUST	262,800	8,477
SEPTEMBER	221,600	7,148
OCTOBER	236,700	7,635
NOVEMBER	215,200	6,942
DECEMBER	144,500	4,661
Annual Total	2,702,400	7,265

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

2024		
	Total (MG)	AVERAGE (MG)
JANUARY	234,900	7,577
FEBRUARY	182,100	5,874
MARCH	206,200	6,250
APRIL	224,200	7,232
MAY	210,000	6,774
JUNE	257,889	8,319
JULY	306,700	9,894
AUGUST	217,900	7,029
SEPTEMBER		
OCTOBER		
NOVEMBER		
DECEMBER		
Annual Total	1,839,889	7,369

2022		
	Total (MG)	AVERAGE (MG)
JANUARY	150,100	4,842
FEBRUARY	127,200	4,103
MARCH	130,300	4,203
APRIL	141,600	4,568
MAY	145,000	4,677
JUNE	155,500	5,016
JULY	173,500	5,597
AUGUST	167,200	5,394
SEPTEMBER	138,500	4,468
OCTOBER	144,300	4,655
NOVEMBER	145,300	4,687
DECEMBER	226,300	7,300
Annual Total	1,844,800	4,959

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

2024		
	Total (MG)	AVERAGE (MG)
JANUARY	155,600	5,019
FEBRUARY	135,000	4,355
MARCH	148,800	4,750
APRIL	155,700	5,023
MAY	153,600	4,955
JUNE	164,300	5,300
JULY	178,100	5,745
AUGUST	177,200	5,716
SEPTEMBER		
OCTOBER		
NOVEMBER		
DECEMBER		
Annual Total	1,268,300	5,108

CHARLES TOWN UTILITY BOARD

Wednesday, September 11, 2024

Regular Meeting

661 South George Street
Charles Town, WV 25414

Chairman Report

CHARLES TOWN UTILITY BOARD

Wednesday, September 11, 2024

Regular Meeting

661 South George Street
Charles Town, WV 25414

September 11, 2024

Attachments:

Board Report 09.11.24.pdf

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT

========== FUND TOTALS ==========		
50	WATER FUND	164,887.59
60	SEWER FUND	665,217.60
	GRAND TOTAL:	830,105.19

TOTAL PAGES: 6

APPROVED BY: _____

APPROVED BY: _____

This Packet: $ 830,105.19
Comcast, check dated 8/28/2024: 284.27

Total: $ 830,389.46

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	WTP SUPPLIES	WATER FUND	WATER	1,005.48
	GH/CAV SUPPLIES	WATER FUND	WATER	196.00
	MAINT SUPPLIES	WATER FUND	WATER	573.93
	SUBSCRIPTIONS	WATER FUND	WATER	201.39
	TRAINING	WATER FUND	WATER	704.80
	TECH SUPPLIES	WATER FUND	WATER	60.00
	TRANSPORTATION	WATER FUND	WATER	341.43
	REGULATORY EXPNS	WATER FUND	WATER	61.52
	REGULATORY EXPNS	WATER FUND	WATER	17.39
	OFFICE SUPPLIES	SEWER FUND	SEWER	452.74
	SUBSCRIPTIONS	SEWER FUND	SEWER	229.83
	PMPSTN SUPPLIES	SEWER FUND	SEWER	542.86
	TRMNT &DSPSL SUPPLIES	SEWER FUND	SEWER	2,197.45
	TWWTP MAINT	SEWER FUND	SEWER	54.22
	DEERFIELD MAINT	SEWER FUND	SEWER	440.06
	TRAINING	SEWER FUND	SEWER	649.24
	TECH SUPPLIES	SEWER FUND	SEWER	60.00
	TRANSPORTATION	SEWER FUND	SEWER	10.00
	REGULATORY EXPNS	SEWER FUND	SEWER	120.60
	GEN EXPENSE	SEWER FUND	SEWER	149.40
			TOTAL:	8,659.75
HD SUPPLY INC	BEAKER, CHEMKEY, BOTTLE	WATER FUND	WATER	2,061.90
	CHEMKEY	WATER FUND	WATER	498.95
	PRY BAR	SEWER FUND	SEWER	815.80
	DIPPER, GLOVES	SEWER FUND	SEWER	475.98
			TOTAL:	3,852.63
WV AMERICAN WATER	SHUTOFFS & RECONNECTS JULY	SEWER FUND	NON-DEPARTMENTAL	920.00
			TOTAL:	920.00
WV BUREAU OF PUBLIC HEALTH	D.TITUS CLSS C WW CERT	SEWER FUND	SEWER	100.00
	W.CROSS CLSS C WW CERT	SEWER FUND	SEWER	100.00
			TOTAL:	200.00
WV ASSOC OF COUNTIES GROUP SELF-INSURA	QUARTERLY	WATER FUND	NON-DEPARTMENTAL	21,676.75
	QUARTERLY	SEWER FUND	NON-DEPARTMENTAL	21,676.75
			TOTAL:	43,353.50
HOIST & CRANE REPAIR INC	HOIST FOR HUNTFIELD PS	SEWER FUND	SEWER	10,388.54
			TOTAL:	10,388.54

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	702-001750	WATER FUND	NON-DEPARTMENTAL	39.09
	703-002224	WATER FUND	NON-DEPARTMENTAL	31.09
	703-002225	WATER FUND	NON-DEPARTMENTAL	34.14
	703-002226	WATER FUND	NON-DEPARTMENTAL	31.09
			TOTAL:	2,860.06
THOMAS NALLS	AUG TANK LOT RENT	WATER FUND	NON-DEPARTMENTAL	3,937.31
			TOTAL:	3,937.31
LOGICAL CONCEPTS, INC	PS MONITORING	SEWER FUND	SEWER	333.00
			TOTAL:	333.00
PACE ANALYTICAL SERVICES, LLC	TESTING: CT WKLY	SEWER FUND	SEWER	264.20
	TESTING: TUSC WKLY	SEWER FUND	SEWER	142.10
			TOTAL:	406.30
PATTON BUILDING SERVICES INC	CLEANING AUG	WATER FUND	WATER	124.95
	CLEANING AUG	WATER FUND	WATER	229.08
	CLEANING AUG	SEWER FUND	SEWER	249.90
	CLEANING AUG	SEWER FUND	SEWER	229.07
			TOTAL:	833.00
PRECISION PUMP & VALVE SERVICE, INC.	BLOWER MOTOR REPAIR	SEWER FUND	SEWER	8,968.00
			TOTAL:	8,968.00
RAILROAD MGMT CO, IV LLC	RANSON, PIPE WATER LICENSE	WATER FUND	WATER	643.70
			TOTAL:	643.70
CORPORATION OF RANSON	AUG UT COLLECTIONS	WATER FUND	NON-DEPARTMENTAL	5,497.63
			TOTAL:	5,497.63
STH, INC.	PM: WTP TURBINES	WATER FUND	WATER	660.00
			TOTAL:	660.00
T-MOBILE	MONTHLY CELL SERVICE	WATER FUND	WATER	53.96
	MONTHLY CELL SERVICE	SEWER FUND	SEWER	68.47
			TOTAL:	122.43
GERALD TAYLOR CO., INC.	PUMP / TRANSPORT	WATER FUND	WATER	985.61
	TRANSPORT	SEWER FUND	SEWER	935.55
	SUPERVAC	SEWER FUND	SEWER	2,645.76
			TOTAL:	4,566.92
TEK ADVISORS LLC	IT CONSULTING	WATER FUND	WATER	440.00
	IT CONSULTING	SEWER FUND	SEWER	440.00
			TOTAL:	880.00
THE CI THORNBURG CO, INC.	SRII TRPL	WATER FUND	WATER	3,456.00
	CARBON SLURRY	WATER FUND	WATER	980.00
	SRII TRPL	WATER FUND	WATER	9,390.60
	CHLORINE	WATER FUND	WATER	2,714.11
	TRANSCEIVER	WATER FUND	WATER	10,746.00
			TOTAL:	27,286.71
U.S. BANK	OFFICE SUPPLIES	WATER FUND	WATER	361.58
	SUBSCRIPTIONS	WATER FUND	WATER	229.83

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	SEWER VEHICLE INSPECTION	SEWER FUND	SEWER	19.00
			TOTAL:	302.98
METLIFE, INC	AD&D PAYABLE	WATER FUND	WATER	10.76
	LIFE PAYABLE	WATER FUND	WATER	57.29
	LTD PAYABLE	WATER FUND	WATER	346.09
	STD PAYABLE	WATER FUND	WATER	432.82
	AD&D PAYABLE	SEWER FUND	SEWER	9.08
	LIFE PAYABLE	SEWER FUND	SEWER	48.31
	LTD PAYABLE	SEWER FUND	SEWER	272.90
	STD PAYABLE	SEWER FUND	SEWER	339.72
			TOTAL:	1,516.97
SECURITY DEPOSIT REFUNDS	402-000259	WATER FUND	NON-DEPARTMENTAL	303.16
	101-000745	WATER FUND	NON-DEPARTMENTAL	78.00
	101-001120	WATER FUND	NON-DEPARTMENTAL	35.56
	103-000160	WATER FUND	NON-DEPARTMENTAL	38.66
	103-001000	WATER FUND	NON-DEPARTMENTAL	65.48
	104-001515	WATER FUND	NON-DEPARTMENTAL	88.79
	105-000265	WATER FUND	NON-DEPARTMENTAL	43.86
	106-001080	WATER FUND	NON-DEPARTMENTAL	87.09
	107-000001	WATER FUND	NON-DEPARTMENTAL	76.60
	109-000002	WATER FUND	NON-DEPARTMENTAL	8.00
	109-000024	WATER FUND	NON-DEPARTMENTAL	64.03
	108-000226	WATER FUND	NON-DEPARTMENTAL	3.09
	109-000012	WATER FUND	NON-DEPARTMENTAL	36.84
	109-000014	WATER FUND	NON-DEPARTMENTAL	82.44
	202-000171	WATER FUND	NON-DEPARTMENTAL	39.21
	202-001290	WATER FUND	NON-DEPARTMENTAL	16.30
	203-001555	WATER FUND	NON-DEPARTMENTAL	39.21
	205-000550	WATER FUND	NON-DEPARTMENTAL	3.25
	401-000106	WATER FUND	NON-DEPARTMENTAL	26.45
	401-000247	WATER FUND	NON-DEPARTMENTAL	51.33
	402-000358	WATER FUND	NON-DEPARTMENTAL	28.94
	514-150132	WATER FUND	NON-DEPARTMENTAL	42.20
	514-150169	WATER FUND	NON-DEPARTMENTAL	98.88
	514-150172	WATER FUND	NON-DEPARTMENTAL	110.33
	514-150184	WATER FUND	NON-DEPARTMENTAL	123.42
	514-150186	WATER FUND	NON-DEPARTMENTAL	111.97
	514-150188	WATER FUND	NON-DEPARTMENTAL	49.37
	514-150191	WATER FUND	NON-DEPARTMENTAL	51.15
	514-150197	WATER FUND	NON-DEPARTMENTAL	43.99
	514-150198	WATER FUND	NON-DEPARTMENTAL	43.75
	514-150175	WATER FUND	NON-DEPARTMENTAL	56.53
	514-150177	WATER FUND	NON-DEPARTMENTAL	74.42
	514-150182	WATER FUND	NON-DEPARTMENTAL	74.42
	514-150186	WATER FUND	NON-DEPARTMENTAL	38.62
	104-002015	WATER FUND	NON-DEPARTMENTAL	133.12
	301-000220	WATER FUND	NON-DEPARTMENTAL	53.68
	401-000025	WATER FUND	NON-DEPARTMENTAL	64.50
	401-000778	WATER FUND	NON-DEPARTMENTAL	125.14
	402-000485	WATER FUND	NON-DEPARTMENTAL	24.68
	701-003190	WATER FUND	NON-DEPARTMENTAL	30.17
	701-003320	WATER FUND	NON-DEPARTMENTAL	30.17
	701-003330	WATER FUND	NON-DEPARTMENTAL	124.89
	701-003690	WATER FUND	NON-DEPARTMENTAL	2.96

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	18,246.59
CRYSTAL SPRINGS	MONTHLY SVC@ 661	WATER FUND	WATER	83.43
	MONTHLY SVC@ 661	SEWER FUND	SEWER	83.43
			TOTAL:	166.86
D.R. HORTON, INC.	SEWER UPSIZING PER AMEA	SEWER FUND	NON-DEPARTMENTAL	10,000.00
			TOTAL:	10,000.00
DELL MARKETING L.P.	COMP FOR BOARD MEETINGS	WATER FUND	WATER	780.56
	COMP FOR BOARD MEETINGS	SEWER FUND	SEWER	780.56
			TOTAL:	1,561.12
WV DEPT OF HEALTH & HUMAN SERVICES	BACTERIOLOGICAL TEST	WATER FUND	WATER	46.00
			TOTAL:	46.00
ELM SHOES, INC	BOOTS	WATER FUND	WATER	230.00
	BOOTS	WATER FUND	WATER	302.00
			TOTAL:	532.00
ENCOVA INSURANCE	INSTALLMENT	WATER FUND	WATER	362.96
	INSTALLMENT	SEWER FUND	SEWER	335.04
			TOTAL:	698.00
ERM & ASSOCIATES LLC	ESMNT ACQSTN 2023CLLCTNSYS	SEWER FUND	NON-DEPARTMENTAL	783.75
			TOTAL:	783.75
GUTTMAN ENERGY	W/E 8/25/24	WATER FUND	WATER	1,035.42
	W/E 9/01/24	WATER FUND	WATER	513.94
	W/E 8/25/24	SEWER FUND	SEWER	980.93
	W/E 8/25/24	SEWER FUND	SEWER	50.83
	W/E 9/01/24	SEWER FUND	SEWER	979.90
	W/E 9/01/24	SEWER FUND	SEWER	39.24
			TOTAL:	3,600.26
GASKINS SERVICES LLC	TOPSOIL	WATER FUND	WATER	2,100.00
			TOTAL:	2,100.00
INWOOD QUARRY, INC.	C2 & I10 PICKUPS: 8/29/24	WATER FUND	WATER	881.81
	C2 & I10 PICKUPS: 8/29/24	WATER FUND	WATER	881.80
			TOTAL:	1,763.61
IRON MOUNTAIN, INC	SHREDDING, STORAGE	WATER FUND	WATER	1,087.32
	SHREDDING, STORAGE	SEWER FUND	SEWER	1,087.32
			TOTAL:	2,174.64
CARSON KLOCKMANN	PER DIEM 10/06 - 10/11/24	WATER FUND	WATER	324.50
			TOTAL:	324.50
J.C. KUNKLE & ASSOCIATES, A.C.	PROF SVCS: 7/01 - 8/31/24	WATER FUND	WATER	800.00
	PROF SVCS: 7/01 - 8/31/24	SEWER FUND	NON-DEPARTMENTAL	2,900.00
	PROF SVCS: 7/01 - 8/31/24	SEWER FUND	SEWER	800.00
			TOTAL:	4,500.00
MCKINNEY'S AUTO REPAIR	WATER VEHICLE SERVICE	WATER FUND	WATER	142.94
	WATER VEHICLE SERVICE	WATER FUND	WATER	141.04

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT		AMOUNT
3RD TIME TRUCKING	HAULING	WATER FUND	WATER		412.48
	HAULING	WATER FUND	WATER		412.47
				TOTAL:	824.95
AERZEN USA CORP	TWWTP AIR FILTERS	SEWER FUND	SEWER		1,444.71
				TOTAL:	1,444.71
ALS GROUP USA CORP	TESTING	WATER FUND	WATER		1,103.40
	TESTING	WATER FUND	WATER		735.50
				TOTAL:	1,838.90
ALVAREZ CONTRACTORS, INC	WWTP PROJECT	SEWER FUND	NON-DEPARTMENTAL		563,907.67
				TOTAL:	563,907.67
AMERIGAS PROPANE LP	TANK RENTAL: SITE 5-1	SEWER FUND	SEWER		172.88
				TOTAL:	172.88
JP & RF BURNS PARTNERSHIP	AUG LOADS - 53	SEWER FUND	SEWER		9,646.00
				TOTAL:	9,646.00
CHARLES TOWN UTILITIES	SEC DEP XFR 7/1/23 - 6/30/	WATER FUND	NON-DEPARTMENTAL		1,385.68
				TOTAL:	1,385.68
CHARLES TOWN UTILITY BOARD	SEC DEP XFR 7/1/23 - 6/30/	SEWER FUND	NON-DEPARTMENTAL		1,668.39
				TOTAL:	1,668.39
CITY NATIONAL BANK	LOCKBOX SVCS: AUG	WATER FUND	WATER		96.96
	LOCKBOX SVCS: AUG	SEWER FUND	SEWER		96.96
				TOTAL:	193.92
CITY OF CHARLES TOWN	UB COLLECTIONS AUG	WATER FUND	NON-DEPARTMENTAL		21,466.67
				TOTAL:	21,466.67
COMCAST BUSINESS	8299 31 011 0537814	WATER FUND	WATER		139.27
	8299 31 008 0138502	WATER FUND	WATER		189.78
	8299 31 011 0203433	WATER FUND	WATER		273.89
	8299 31 007 0037375	WATER FUND	WATER		299.61
	8299 31 008 0138502	SEWER FUND	SEWER		189.79
	8299 31 011 0203466	SEWER FUND	SEWER		248.94
				TOTAL:	1,341.28
COMPOSITEK, LLC	WTP BAFFLE WALL	WATER FUND	NON-DEPARTMENTAL		44,300.00
				TOTAL:	44,300.00
CORE & MAIN	WATER STOCK	WATER FUND	WATER		2,469.72
	WATER STOCK	WATER FUND	WATER		4,597.44
	BRS SAD	WATER FUND	WATER		77.98
	BRS SAD	WATER FUND	WATER		505.20
	CPLG	WATER FUND	WATER		534.90
	LID, RING	SEWER FUND	SEWER		1,042.14
				TOTAL:	9,227.38
COYNE CHEMICAL	AMMONIUM SULFATE 40% NSF	WATER FUND	WATER		1,586.00
	CP - 837	WATER FUND	WATER		3,030.00
	CES PACL 2035	SEWER FUND	SEWER		3,404.70
	ZETAG 8868 FS	SEWER FUND	SEWER		10,225.89

CHARLES TOWN UTILITY BOARD

Wednesday, September 11, 2024

Regular Meeting

661 South George Street
Charles Town, WV 25414

Next Meeting - September 25, 2024 at 4:00 P.M.