CHARLES TOWN UTILITY BOARD
AGENDA

WEDNESDAY, AUGUST 11, 2021

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

CALL TO ORDER

1. **APPROVAL OF MINUTES**
   a. Approval of July 28, 2021 Regular Meeting Minutes
   2021.07.28 UB Minutes.pdf

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

   The public is invited to attend this meeting in person, via webcast (www.ctubwv.com - Board Meetings - Meeting Agendas and Minutes 2021) or by accessing the following zoom link:

   https://us06web.zoom.us/j/89615955943?pwd=N1hWRlhFMU1XWVFiN1ZQcFZRVzBRUT09

   Meeting ID: 896 1595 5943, Passcode: 380446 or by calling (301)715-8592.

3. **UNFINISHED BUSINESS**

4. **NEW BUSINESS**
   a. CED Modebach Electric VFD Quote
   CED Quote.pdf
   b. LB Water Butterfly Valve Pneumatic Actuator Quote
   Valve Quote.pdf
   c. Well Site Evaluation - Phase III Proposals
   Well Site Evaluation.pdf
   d. Property Purchase Request from Evitts Run Estates
   Property Request.pdf
   e. SJPS WVPSC Financial Evaluation Presentation by John Kunkle - Possible Executive Session Under: WV State Code Section §6-9A-4(b)(9) - To consider matters involving or affecting the purchase, sale or lease of property, advance construction planning, the investment of public funds or other matters involving commercial competition, which if made public, might adversely affect the financial or other interest of the state or any

political subdivision and involving contract matters.

5. **MANAGER REPORTS**
   a. Utility Manager Report
      2021.08.11 Utility Manager Report.pdf
   i. Discussion on Amendments to AMEA's
   b. Chairman Report

6. **APPROVAL OF BILLS**
   a. August 11, 2021
      2021.08.11 Board Report.pdf

7. **ADJOURNMENT**

INFORMATION ONLY
   a. Next Meeting - August 25, 2021 at 4:00 PM

July 28, 2021

The Charles Town Utility Board held a meeting on July 28, 2021 at 4:00 p.m. Members of the Board present were Daryl Hennessy (virtual), Duke Pierson, Tommy Stocks and Jacquelyn Milliron (virtual). Also present were Kristen Stolipher, April Shultz, Hoy Shingleton, Commissioner Caleb Hudson (virtual) and Ashley Stottlemyer. The Chairman called for changes or corrections to the July 14, 2021 regular meeting minutes. Jacquelyn suggested changes. The Board approved the minutes as amended. The Board received no public comments.

The Chairman next opened the floor for discussion on the GDF Project Updates. Kristen provided a brief overview on the project updates drafted by GDF. Staff has been working with GDF to develop a list of necessary projects at the water treatment plant to utilize the surety funds that must be spent this year. Kristen mentioned the list has been narrowed down to four projects; replace four 12" butterfly valves and actuators, two VFD's for intake pumps, safety upgrades to the chlorine room, and an airburst system for the intake screen. GDF is also working on a long-range water treatment facility plan and continuing with progress on the groundwater wells project. On the wastewater side, Kristen provided GDF is finishing up the Renewal & Replacement (R&R) permit plans that will come before the Board prior to submittal to the State. Jacquelyn had questions on the groundwater wells and generator for the R&R project.

Next discussed was the WV PSC Case 21-0260-S-P Shenandoah Junction Public Sewer Review. Kristen noted the report by GDF is a portion of the evaluation the Board is undertaking with regard to the Shenandoah Junction Public Sewer (SJPS) case. GDF provided a high-level engineering evaluation with costs to either obtain SJPS as a resale customer or acquisition of the SJPS system. The evaluation provided an estimated $1.8 million in costs for CTUB to take over the SJPS system. Staff has a meeting scheduled with the owner next week to discuss options per the PSC order. John Kunkle will be providing a financial analysis at the next board meeting. The Chairman, Jacquelyn and Hoy provided discussion on the evaluation and discussion points for the meeting next week.

The Utility Manager Report was next addressed. Kristen briefed the Board on this month's sewer and water efforts including NPDES permit comments, hydrant flushing, and the new vehicle purchase. Jacquelyn thanked Kristen for the tour of the new pump stations on Route 9. Under the Chairman Report, the Chairman thanked Kristen for the system tours given to the new City Council members. He also mentioned he will be working with Kristen to schedule a time in early September to provide the City Council with updates on capital projects. The Chairman also informed the Board the City Council is unwilling to make the modification to Article 147 as requested by the County Commission. Jacquelyn requested a discussion on the AMEA amendments process for a future board meeting.

The Board next discussed the Approval of Bills. Motion by Tommy, second by Duke, with discussion from Jacquelyn, the Board approved the payment of bills. The meeting was adjourned at 4:38 p.m. The August 11th regular meeting will be held beginning at 4:00 p.m.

_____ _____

Chairman Secretary

CED/MOSEBACH ELECTRIC
3524 ROUTE 764

ALTOONA PA 16601 USA
TEL: (814)944-7407 FAX: (814)944-7670
CONTACT: MATT TAYLOR

QUOTE FOR: COD
ACCT: L6-00216 COD

SHIP TO: GDF ASSOCIATES

ALTOONA, PA 16601
TEL:

QUOTATION

PAGE 1

QUOTE #	DATE	REV #	REV DATE
1020445	07/26/2021	7	07/26/2021

QUOTE EXPIRES	PREPARED BY
07/22/2021	MT

SLS	INSLS
3500	0178

FOB	FREIGHT
SHIPPING POINT	PP & CHARGE

CUST PO #

JOB NAME
GD&F DRIVE

LN	QTY	PRODUCT	CODE	DESCRIPTION	PRICE	PER	EXT AMT
01	2	AB	24F1AHD186JA6NNNNN-ND-AD-B0-C1-DP-ETM2-F0-IA-J22-J42-L1-L2-M	PF753 PACKAGED DRIVE	30823.41	E	61646.82
02	*	24F1AHD186JA6NNNNN-ND-AD-B0-C1-DP-ETM2-F0-IA-J22-J42-L1-					
03	*	L2-MT-P3-PS1-S51-S59G-S60A-S68-S87-SIA					

TOTAL: 61646.82 **

PLEASE NOTE: This is not an offer to contract, but merely a quotation of current prices for your convenience and information. Orders based on this quotation are subject to your acceptance of the terms and conditions located at sales.our-terms.com, which we may change from time to time without prior notice. We make no representation with respect to compliance with job specifications.

QUOTATION

L/B Water Service, Inc.
169 EBONY ROAD
EBENSBURG, PA 15931
814-471-1980

Quote Number	
1630521	
Quote Date	Page
7/28/2021	1 of 2

Quote Expires On 8/27/2021

Proposal Submitted to: 12618

MISCELLANEOUS CUSTOMER
(PAYMENT AT TIME OF SALE)
EBENSBURG, PA 15931

Ship To:

CHARLES TOWN UTILITY BOARD
661 SOUTH GEORGE STREET
SUITE 101
CHARLES TOWN, WV 25414

Requested By: Ms. KRISTEN STOLIPHER

PO/Job Name	Salesperson	Entered By
CHARLESTOWN WTP - BFVS BUDGET	Ebensburg House	SARAH_KRUG

Quantity Quoted	UOM	Item ID / Item Description	Unit Price	Extended Price
4.00	EA	MSC-10178272 ***NON-STOCK*** 12IN BUTTERFLY VALVE W/ MT71 PNEUMATIC ACTUATOR, AIR-SPRING, DECLUTCH GEAR OPERATOR, SOLENOID VALVE, LIMIT SWITCH	$11,485.00	$45,940.00
8.00	EA	12X8TORUSEALACC 12IN FLANGED ACCESSORY SET (12 7/8IN X 4IN CANADIAN)BOLT & NUT 1/8IN TORUSEAL GASKET TORUSEAL FLANGE GASKET 350 PSI (PL5-7/8CX4) (13419) (36318)	$67.15	$537.20

Due to the recent unprecedented market conditions, LB Water reserves the right to implement prices (provided by way of a quotation or in person) at the time of delivery. Any shipment changes representing a price increase, the buyer will be notified and afforded an opportunity to confirm. This quotation is strictly for budgetary purposes and represents pricing based on current market conditions. Thank you for your patience and understanding.

Total Lines: 2

SUB-TOTAL:	46,477.20
TAX:	2,788.63
EXTENDED QUOTE $$:	**49,265.83**

QUOTATION

L/B Water Service, Inc.
169 EBONY ROAD
EBENSBURG, PA 15931
814-471-1980

Quote Number	
1630521	
Quote Date	Page
7/28/2021	2 of 2

Quote Expires On 8/27/2021

Quantity Quoted	UOM	Item ID / Item Description	Unit Price	Extended Price

L/B Water Service, Inc.
TERMS AND CONDITIONS OF SALE

1. EXPIRATION. This offer expires 8/27/2021 and may be revoked prior to expirations unless expressly accepted by Purchaser.
2. TAXES. Purchaser is responsible for all taxes, including but not limited to; federal, state, and/or municipal sales, use, excise, or other taxes assessed on the goods. Sales tax will be charged unless a valid tax exemption certificate is received by Seller prior to delivery. Exemption certificates received more than sixty (60) days after delivery will not be honored.
3. DELIVERY TERMS. The place for delivery of the Goods is:
661 SOUTH GEORGE STREET, SUITE 101, CHARLES TOWN, WV 25414,
Unless specific written instructions are included with this Quote, the cost of transportation of the goods to the location listed here shall be borne by the Seller, when delivered by the Seller's personnel and vehicle. Seller assumes the risk of all deliveries up to the point when the goods leave the Seller's control . If the Purchaser requests special handling, partial shipments, or rush delivery the Purchaser will be responsible for the freight costs. Purchaser assumes all risk of loss during delivery of goods by third party. In the absence of written instructions from Purchaser to the contrary, Seller, on behalf of Purchaser, shall exercise its discretion as to all matters of shipment used.
4. PAYMENT TERMS. Payment terms are: COD
Thereafter, a service charge of 1.5% per month will be added to the unpaid balance, until the account is paid in full. Accounts with past due balances may be refused future deliveries. Seller shall be entitled to recover from Purchaser all costs of collection of unpaid balances, including, but not limited to, reasonable attorneys' fees, court costs, and interest.
5. SPECIAL ORDERS. Orders for materials that are non-stock are non-cancellable and non-returnable.
6. RETURNS. Any returns of materials must have prior authorization and are be subject to inspection for re-salability. A minimum 25% handling and restocking charge will be charged on these items.
7. WARRANTIES. The goods shall be free from defects in material and workmanship. The goods will conform to designated specifications, when we are advised in advance of quotation. All manufacturers warranties shall be passed on and flow to the Purchaser/Owner. Seller shall not be obligated or liable under any manufacturer's warranty . Seller shall not be liable for any warranty offered by the Seller for any goods that are modified , altered, misused, damaged, improperly handled or stored, or otherwise improperly treated or used.
8. LIMITED LIABILITY. Seller shall not, under any circumstances, be responsible for special, indirect, incidental, consequential, liquidated, or penal damages resulting from the contract under this Quote or the performance or breach thereof, or from the design, manufacture, sale, delivery, operation or use of any goods or equipment covered by or furnished under this Quote. The liability of Seller shall in no case exceed the price paid by the Purchaser for the goods. Seller disclaims all liability, whether in contract, tort (including negligence), warranty or other grounds, to any party other than the Purchaser. The Purchaser's sole and exclusive remedy , whether based upon warranty, contract or tort, is pursuant to the warranty contained in paragraph 5.
9. DISCLAIMERS. Except as expressly set forth herein, Seller hereby disclaims, and Purchaser hereby waives, all other warranties, whether express or implied, including, without limitation, warranties of merchantability, fitness for a particular purpose, title, and non-infringement.
10. GOVERNING LAW. This Quote shall be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania, without regard to principles of conflicts of law, and without regard to rules of construction relating to which party drafted this Quote.
11. SEVERABILITY. In the event any provision of this Quote is held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions of this Quote will remain in effect .
12. ENTIRE AGREEMENT. This Quote is the complete agreement between Seller and Purchaser and there are no other written or oral understandings, directly or indirectly, that are not incorporated herein. Seller reserves the right to change the quoted prices, if this quotation is not accepted in its entirety.

I/we, _____ , hereby agree to purchase the goods presented on this quotation and to accept the terms and conditions listed above.

_____ _____ _____
Signature Title Date

July 22, 2021

Gwin, Dobson and Foreman, Inc.
3121 Fairway Drive
Altoona, Pennsylvania 16602

Attn: Mr. Christopher M. Eckenrode, P.E.
Senior Project Engineer
P: [814] 943-5214
E: ceckenrode@gdfengineers.com

Re: Proposal for Well Logging and Testing Services
Charles Town Utility Board Test Wells
Jefferson County, West Virginia
Terracon Proposal No. PJD1217116

Dear Mr. Eckenrode:

As requested, Terracon Consultants, Inc. (Terracon) is submitting this proposal to provide hydrologic services in conjunction with the development of new water supply wells for the Charles Town Utility Board. This proposal outlines our understanding of the project and scope of services requested by the Charles Town Utility Board (CTUB) and provides an estimated fee for our services.

1.0 PROJECT INFORMATION

We understand the project will assess the feasibility of developing two water supply wells to augment the water supply of the Charles Town Utility Board water treatment plant. The CTUB water plant is currently dependent entirely on water pumped from the Shenandoah River, and they wish to augment the river water with a groundwater supply to reduce the costs of treating the raw river water supply. Details of the proposed services are provided below.

2.0 SCOPE OF SERVICES

The scope of services for this project is intended to comply with the State of West Virginia Bureau of Public Health, Office of Environmental Health Services requirements for community and public water wells.

Specifically, Terracon will provide the following services and deliverables:

- Complete and submit the necessary permit documents (forms EW-77B and EW-100).
- Document the geology of the boreholes during the drilling of two 6-inch diameter test wells.
- Perform an extended air lift test using the drill rig to determine the potential yield of the two test wells, which based on the client's requirements, must be greater than 200 gallons per minute (gpm) combined yield.
- If the wells meet or exceed the required yield, then Terracon will oversee and document pumping tests including a three-stage step drawdown test, and a 72-hour constant rate pumping test.
- Collect samples for water quality testing to be submitted to a State of West Virginia accredited laboratory for analysis of all parameters required for the permitting of a Public Water System Well including the required tests for groundwater under the influence of surface water (GWUI).
- Compile a summary report which combines the results of the desktop hydrogeological study, pumping tests, water quality tests, sustainable yield evaluation and a delineation of contributing areas.

2.1 Methods and Procedures

Preparation of Permits and Applications
Terracon will complete and submit both the necessary permit documents (forms EW-77B and EW-100) for community wells.

Well Drilling Observation (Logging) and Initial Yield (Air Lift) Testing
A Terracon field geologist will document and log the test well borings. The documentation will include observations of rock cuttings at 20-foot intervals, noting any changes in bedrock geology, specifically mineralogy, lithology, bedding and water-bearing seams or zones. The test wells are planned to be drilled to a maximum depth of 700 feet below the surface.

Yield estimates provided by the well driller shall be monitored once the boring encounters any water-bearing seams or zones by estimating the flow during drilling by air lift. If the drill rig air lift results in a combine yield of greater than 200 gpm the boring shall be considered sufficient to be converted from a test well to a production well. The 6-inch borehole will be reamed out by the well-drilling contractor to 8-inches, and a permanent casing shall be installed prior to the installation of a temporary submersible test pump.

Pumping Tests

1. Step Drawdown – A step drawdown test will be conducted on each well in which the drawdown in the well is observed while the discharge is increased in "steps". The test is used to determine the approximate aquifer transmissivity, storage coefficient, well efficiency and well loss component of the drawdown in the pumped well. We propose to

run a three-step test, with the intervals determined based on the air lift yield measured during drilling. The step drawdown test will be continuously monitored by a Terracon staff geologist, and the results analyzed by a senior geologist.

2. Constant Rate Pumping Test – Depending on the results of the step drawdown test, a 72-hour constant rate pumping test will be performed for each well. The pumping rate shall be based on the results of the step drawdown test and shall be conducted at 1.5X the proposed desired yield. The test shall also include a recovery period of not less than 12-hours or until the well recovers to within 90% of the starting static water level, whichever comes first. Water samples for water quality testing will be collected during the last day of the constant rate test. They will be submitted to a State of West Virginia accredited laboratory for analysis of all parameters required for the permitting of a Public Water System Well including the required tests for groundwater under the influence of surface water (GWUI). All wells within 0.5-miles of the test wells will be fitted with continuous recording water level dataloggers based upon permission from the well owners. Surface water bodies (streams, ponds, etc.) will have gauges installed which will be periodically checked during the pumping test.

Summary Report

A summary report shall be compiled containing the results of the desktop hydrological study, and the following:

- Engineering diagrams showing construction details (e.g. well casing, screen setting and casing stickup, etc.) and depths of pumping wells.
- Geologic logs (completed well registration reports).
- The raw pump test data with: date, clock time, elapsed time (minutes), measuring point (top of casing) elevation, static water level, water level measurements, and calculated drawdown.
- Transmissivity, storage coefficient, and safe yield, as well as all graphs, formulae and calculations used to estimate these values.
- Scaled site plan showing water level elevation controls (e.g., top of casing) and grade elevation for all wells, staff gages and other water measuring points, pump test discharge piping and discharge point, the location of nearby surface water bodies, and, if applicable, the one hundred (100) year floodplain and elevation.
- Latitude and longitude (in degrees, minutes, seconds, tenths of second) or northing and easting in State Plane Coordinates, or Universal Transverse Mercator (UTM) for all production wells, preferably in NAD83 (we will specify the method and datum used to locate the wells).
- A topographic map showing wellhead protection areas and the locations of existing or potential groundwater contamination threats.
- Interpretations of the data including methodology, geologic sections of the area, references, and rationale.

- Sustainable yield evaluation based on:
    1. Recharge to the site under normal and drought conditions.
    2. Extrapolation of drawdown to 180-days without significant recharge.
    3. Significant adverse impacts (quality or quantity) on neighboring wells, springs or perennial water bodies.
- Delineation of Contributing Areas - The delineation of recharge zones and contributing areas to a community water supply well requires the application of appropriate geologic information and methods to assess groundwater flow and the influence of boundary conditions. Unless the aquifer is homogeneous and isotropic and no near-field boundary conditions are present, analytical methods (e.g.: Wellhead Protection Areas (WHPA), stagnation point calculations, etc.) will not provide realistic results. This is particularly true for wells sited in karst geology settings. The conditions influence the contributing area significantly and cannot be adequately simulated by common analytical methods. A Certified Professional Geologist or Hydro-geologist who is familiar with the conditions at the well site shall perform the delineation. The goal of wellhead delineation is to provide the public water supplier with the inferred area that is most likely to provide recharge to the well. This area must be reasonably sized, and appropriate to the anticipated yield of the well. It is noted that the well head protection areas can be delineated more accurately by conducting dye trace analysis. However, these services are not included in our scope of services and can be provided for additional fees.

Terracon's Incident and Injury-Free Culture – Employee safety is a core value of Terracon and we are committed to an Incident and Injury-Free (*IIF*) workplace. It is our personal and organizational commitment at all levels of the company to everyone going home safe to their family every day. All employees are expected to perform their job assignments with safety as a primary objective. Terracon dedicates the time, resources, and equipment necessary for an IIF environment and no employee will be required to work in unsafe conditions.

3.0 CLIENT RESPONSIBILITIES

The client shall be expected to provide the following:

1. The client will be responsible for providing Terracon's field representatives access to the site, and any gate lock keys or lock combinations (if necessary).
2. If specific roads, lanes, or travel paths are to be used to access the drill site, then these access routes must be designated by the client.
3. The client will provide all required permit fees in addition to the fee for services shown below.

4.0 COMPENSATION

We will complete the above services for an estimated fee of $39,000. Any additions or changes to the Scope of Services will be billed on a time and expense basis in accordance with our then prevailing fees or as a negotiated additional lump sum.

5.0 SCHEDULING

We expect the project to take six weeks to complete (inclusive of field work and report delivery) based on the schedule of the well-drilling contractor. However, please note, inclement weather conditions and the presence of snow on the ground surface may cause delays to the proposed field schedule.

6.0 AUTHORIZATION

This proposal may be accepted by executing the attached Agreement for Services and returning it along with this proposal to Terracon. This Agreement, including the limitations it contains, shall constitute the exclusive terms, conditions and services to be performed for this project. This proposal is valid only if authorized within sixty (60) days from the listed proposal date.

We appreciate the opportunity to provide this proposal and look forward to working with you on this project. Please call the undersigned if you have any questions or would like to review this proposal.

Sincerely,
Terracon Consultants, Inc.

Robert K. Denton Jr., CPG, LPSS
Senior Geologist

For: Tadeusz W. Lewis, PE
Senior Principal

Attachments: Agreement for Services

Reference Number: PJD217116

AGREEMENT FOR SERVICES

This AGREEMENT is between Gwin Dobson & Foreman Inc ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the CTUB Test Wells project ("Project"), as described in Consultant's Proposal dated 07/22/2021 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

1. Scope of Services. The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
2. Acceptance/ Termination. Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
3. Change Orders. Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
4. Compensation and Terms of Payment. Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
5. Third Party Reliance. This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
6. LIMITATION OF LIABILITY. **CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF $50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
7. Indemnity/Statute of Limitations. Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
8. Warranty. Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
9. Insurance. Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance ($1,000,000); (ii) commercial general liability insurance ($2,000,000 occ / $4,000,000 agg); (iii) automobile liability insurance ($2,000,000 B.I. and P.D. combined single limit); and (iv) professional liability insurance ($1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

10. CONSEQUENTIAL DAMAGES. **NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
11. Dispute Resolution. Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
12. Subsurface Explorations. Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
13. Testing and Observations. Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
14. Sample Disposition, Affected Materials, and Indemnity. Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
15. Ownership of Documents. Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
16. Utilities. Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
17. Site Access and Safety. Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to the coronavirus. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes. Client acknowledges its responsibility for notifying Consultant of any circumstances that present a risk of exposure to the coronavirus or individuals who have tested positive for COVID-19 or are self-quarantining due to exhibiting symptoms associated with the coronavirus.

Consultant:	Terracon Consultants, Inc.	Client:	Gwin Dobson & Foreman Inc
By: For:	Date: 7/22/2021	By:	Date:
Name/Title:	Tadeusz W Lewis / Senior Vice President	Name/Title:	Christopher M Eckenrode /
Address:	19955 Highland Vista Dr Ste 170 Ashburn, VA 20147-2698	Address:	3121 Fairway Dr Altoona, PA 16602
Phone:	(703) 726-8030 Fax:	Phone:	(814) 943-5214 Fax:
Email:	Ted.Lewis@terracon.com	Email:	ceckenrode@gdfengineers.com

VALLEY DRILLING CORPORATION OF VIRGINIA

9172 John S. Mosby Highway
Upperville, VA 20184-1723

540/592-3239 1-800/582-9355(WELL) FAX 540/592-3259

P R O P O S A L - C O N T R A C T

REGISTERED CLASS A VIRGINIA CONTRACTOR

July 23, 2021

PROPOSAL SUBMITTED TO:
Charles Town Utility Board
661 South George Street, Suite 101
Charles Town, WV 25414

CONTACT INFO:
Email: Robert.denton@terracon.com
kstolipher@ctubwv.com
Phone: 703-727-5925
304-724-7080

ATT: Robert Denton
Kristen M. Stolipher

RE: Charles Town Utility Board -
Charles Town WV

Drill 8" Production Well
Depth to 700'

Mobilization.....$500.00
Drilling 12" top hole to accommodate 8" .322 wall casing.
Based on 63' @ $32.00 per foot.....$2,016.00
Install 63'-8" .322 wall casing at $47.00 per foot.....$2,961.00
8" Drilling from 63' to 700'
637' at $27.00 per foot.....$17,199.00
Grout 8" well with Bentonite. Includes 12 Bags Bentonite.....$800.00
Additional Bentonite (if needed) $30.00 per bag.
8" locking well cap.....$120.00
Liner (if needed) to maintain grout annulas $1,600.00 plus cost of 12" pipe at $56.00 per foot
Standby time (if needed) $250.00 per hour
Airlift test with drill rig $300.00 per hour.
Est. 4hrs. Check flow with flume.....$1,200.00
Cost estimate per well.....**$24,796.00**

Erosion control – Hay bales/silt fence (if needed) estimated $1,000.00
Clean up (if needed) estimated $1,000.00

2) Cost per well for test pumping.

Install test pump in well including meter, sample tap, throttling valve, 200' discharge pipe, generator, fuel and labor. Install separate pipe for water level probe.

250 GPM pump capacity $3,692.00
Step-drawdown test based on 6hrs total at $185.00 per hr. $1,100.00
72 hour constant rate test and 6hr recovery at $185.00 per hr. $14,430.00
Removal of all equipment.....$3,692.00

Total $22,914.00

Not Included:

No water quality sampling included.
Installation of dataloggers in nearby wells
Permit for drilling/abandonment

Cost for abandonment

700' well $2,200.00
If well is shallower, cost will be less.

Payment to be made as follows: Upon completion of job.

All work is to be performed in accordance with drawing and specifications. Valley Drilling Corporation of Virginia is not responsible for loss or damage due to theft, vandalism, or losses due to other acts of God or factors beyond our control. Under no circumstances will adjustment work be performed unless in writing. A service charge of 2% per month (24% per annum) will be imposed on all accounts not paid in full within 30 days of billing. Accounts will be billed each 30 days. Customer promises to pay any legal or collection fees incurred by Valley Drilling Corporation of Virginia, including reasonable attorney fees of 1/3 of all amounts past due, whether suit is filed or not.

VALLEY DRILLING CORPORATION OF VIRGINIA

_____

Dennis W. Singhas, President

NOTE: This proposal may be withdrawn by us if not accepted within 30 days. Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

By:_____ **Date of Acceptance:**_____

Purchase request - property behind Evitts Run Estates

To kstolipher

You replied to this message on 7/27/2021 4:22 PM.

Good afternoon Kristen,

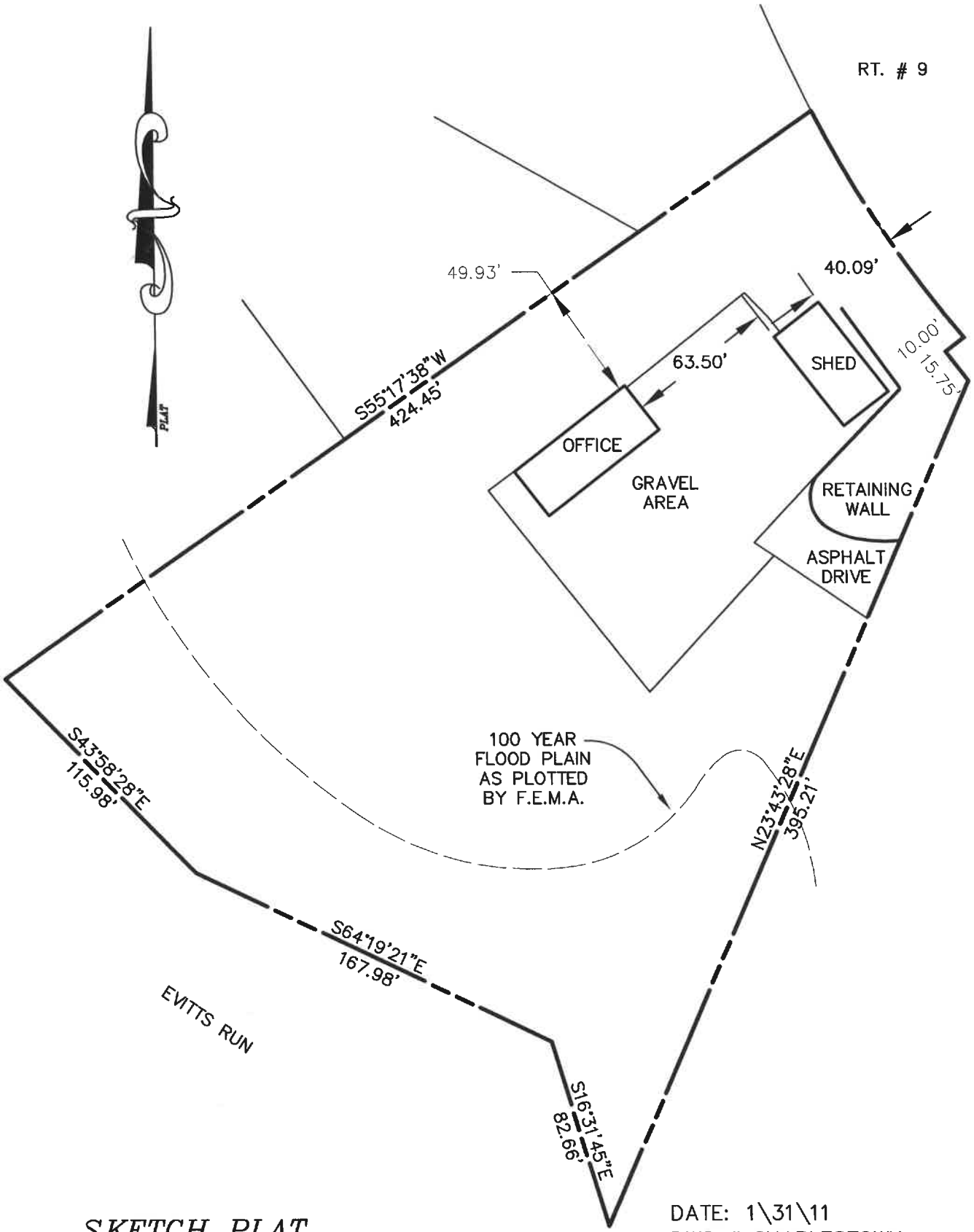
Ms. Hottel is the owner of Lot 16 in Evitts Run Estates which is adjacent to property owned by the City of Charles Town (CTUB Maintenance Facility).

She is interested in purchasing approximately a 1/2 acre of this property to be merged in with her lot. I wanted to reach out and see if the City/CTUB would be open to the idea.

She mentioned that she had discussions with you back n 2017 regarding some of her items encroaching onto the property, so I figured I would start with you. If I should reach out to someone else, please let me know.

Thank you,
Addie

Crawford LAW GROUP



SKETCH PLAT

DATE: 1\31\11
DWG # CHARLESTOWN

PLAT SHOWING EXISTING LOCATIONS, REVISED FLOOD PLAIN, CITY OF CHARLES TOWN.

GRAPHIC SCALE

60 0 30 60 120 240

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: August 11, 2021

ADMINISTRATIVE

- Customer Counts
  - Sewer 8,126 (1,996 billed by JUI)
  - Water 6,315

WATER

- 2021 Source Water Protection Grant

SEWER

- Council briefing on projects and bond refunding scheduled for September 7, 2021
- Renewal and Replacement Project updates
- 2021 Collection System updates
- Green Hill Sewer Availability request (formerly Stonecrest Subdivision) – 320 Single Family Residential Units

INFORMATION

- **Capacity Improvement Fee collection: See attached.**
- **Water and Sewer Treatment Plant Flows: See attached.**
- **Smoke Testing – See attached.**

Location	Lot Number	CIF Date Paid	Number of Sewer EDUs	Sewer CIF Amount Paid	Number of Water EDU's	Water CIF Amount Paid	
Tate Manor	1-6	1/4/2021	6	$ 6,762.00	6	$ 15,456.00	
Briar Run	387-389, 391	1/4/2021	4	$ 12,828.00			
Tate Manor	7-12	1/25/2021	6	$ 6,762.00	6	$ 15,456.00	
Tate Manor	13-18	1/25/2021	6	$ 6,762.00	6	$ 15,456.00	
Presidents Pointe	51-56	2/12/2021	6	$ 16,512.00			
Magnolia Springs	38-41	2/17/2021	4	$ 4,508.00	4	$ 10,304.00	$ 38,640.00
Tate Manor	19-24	2/24/2021	6	$ 6,762.00	6	$ 15,456.00	
Tate Manor	25-29	2/24/2021	5	$ 5,635.00	5	$ 12,880.00	
Magnolia Springs	21,23, 32-35, 42-48	3/5/2021	13	$ 14,651.00	13	$ 33,488.00	
Magnolia Springs	22	3/12/2021	1	$ 1,127.00	1	$ 2,576.00	
Magnolia Springs	8-10, 18-20, 24-28, 36-37, 66-70	3/17/2021	18	$ 20,286.00	18	$ 46,368.00	
Rockwool		3/31/2021	104.7	$ 117,959.33			
17 Clems Drive		4/21/2021	1	$ 3,207.00			
West Washington Street	45	5/28/2021	1	$ 1,127.00	1	$ 2,576.00	
2 Sunlite Dr- Tuscawilla		6/15/2021	1	$ 1,127.00	1	$ 2,576.00	
Jefferson Xing Apartments	7	6/23/2021	36	$ 115,452.00	36	$ 92,736.00	
100 Center Street		6/30/2021	1	$ 1,127.00	1	$ 2,576.00	
203 E 7th Ave		6/30/2021	1	$ 1,127.00	1	$ 2,576.00	
Magnolia Springs	71-73, 101-102, 114-122, 125-133, 135, 138, 140-149	7/29/2021	35	$ 39,445.00	35	$ 90,160.00	
Beallair	142	7/30/2021	1	$ 3,207.00			
Beallair	67	7/30/2021	1	$ 3,207.00			
		Total	**257.7**	$ 389,580.33	**140**	$ 360,640.00	

Charles Town Utility Board
2021 Capacity Improvement Fee Collections/EDU for Sewer

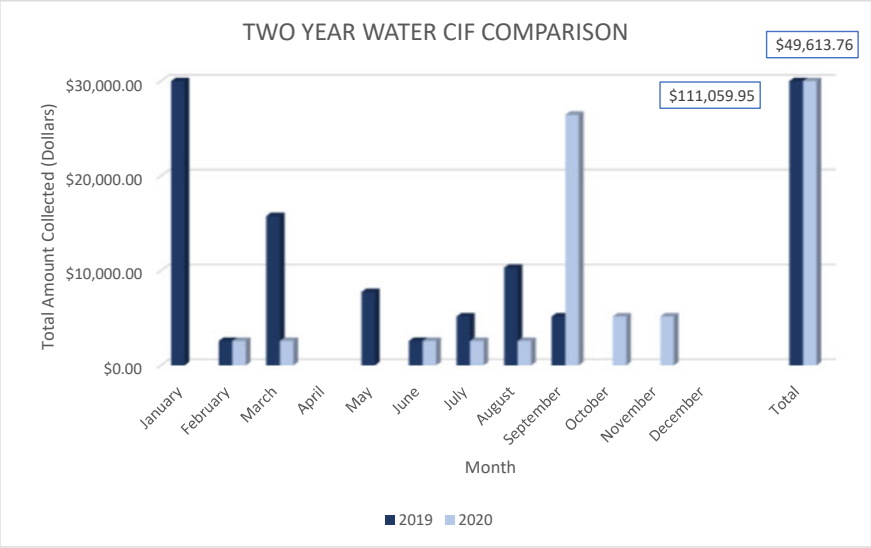
Month	Commercial	Residential	Total Number of EDU's	Total Sewer CIF Collected	CIF Paid to Ranson	Total
Jan-21		22	22	$ 33,114.00		$ 33,114.00
Feb-21		21	21	$ 33,417.00	$ 9,750.00	$ 23,667.00
Mar-21		32	136.7	$ 154,023.33		$ 154,023.33
Apr-21		1	1	$ 3,207.00		$ 3,207.00
May-21		1	1	$ 1,127.00		$ 1,127.00
Jun-21	36	3	39	$ 118,833.00		$ 118,833.00
Jul-21		37	37	$ 45,859.00		$ 45,859.00
Aug-21						$ -
Sep-21						$ -
Oct-21						$ -
Nov-21						$ -
Dec-21						
Total 2021	**36**	**117**	**257.7**	**$ 389,580.33**	**$ 9,750.00**	**$ 379,830.33**

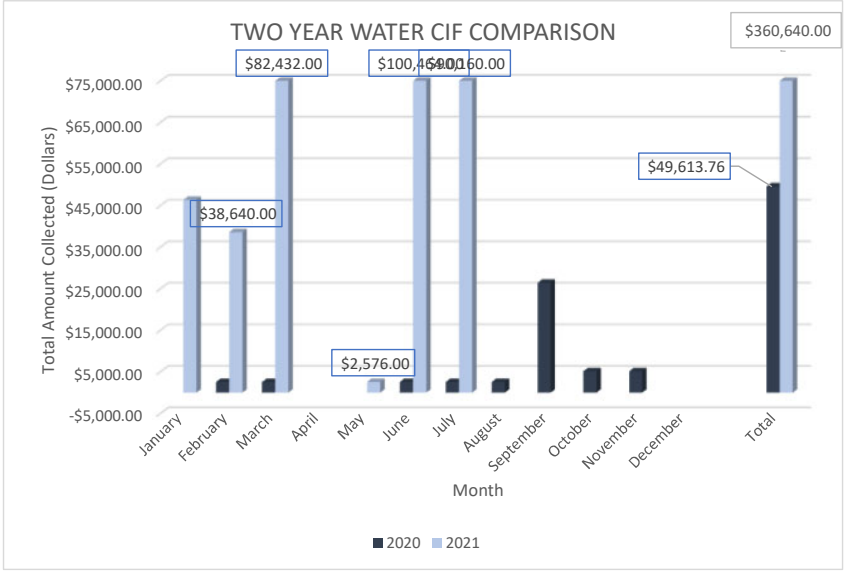
Charles Town Utility Board
2021 Capacity Improvement Fee Collections/EDU for Water

Month	Commercial	Residential	Total Number of EDU's	Total Water CIF
Jan-21		18	18	$ 46,368.00
Feb-21		15	15	$ 38,640.00
Mar-21		32	32	$ 82,432.00
Apr-21		0	0	$ -
May-21		1	1	$ 2,576.00
Jun-21	36	3	39	$ 100,464.00
Jul-21		35	35	$ 90,160.00
Aug-21				
Sep-21				
Oct-21				
Nov-21				
Dec-21				
Total 2021	**36**	**104**	**140**	**$ 360,640.00**

Charles Town Utility Board 2020 Capacity Improvement Fee Collections/EDU for Water				
Month	**Commercial**	**Residential**	**Total Number of EDU's**	**Total Water CIF**
Jan-20				
Feb-20		1	1	$ 2,576.00
Mar-20		1	1	$ 2,576.00
Apr-20				
May-20				
Jun-20		1	1	$ 2,576.00
Jul-20		1	1	$ 2,576.00
Aug-20		1	1	$ 2,576.00
Sep-20		10.26	10.26	$ 26,429.76
Oct-20		2	2	$ 5,152.00
Nov-20		2	2	$ 5,152.00
Dec-20				
Total 2020	**0**	**19**	**19.26**	**$ 49,613.76**

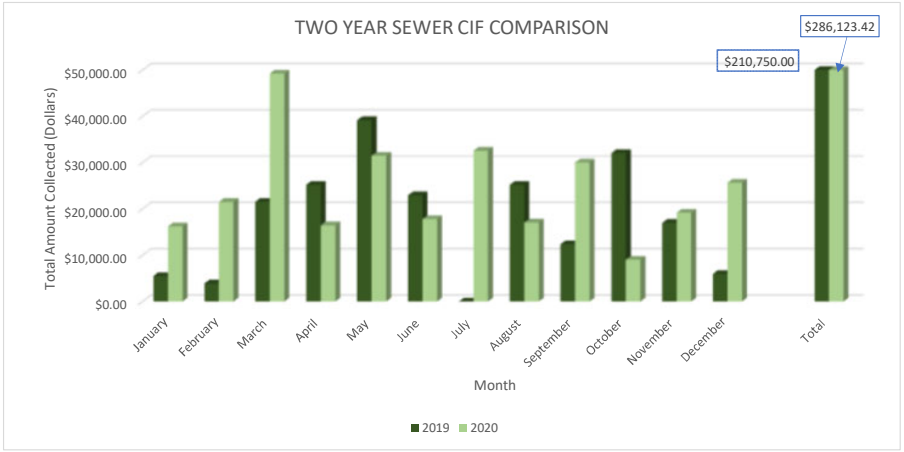
Charles Town Utility Board 2021 Capacity Improvement Fee Collections/EDU for Water				
Month	**Commercial**	**Residential**	**Total Number of EDU's**	**Total Water CIF**
Jan-21		18	18	$ 46,368.00
Feb-21		15	15	$ 38,640.00
Mar-21		32	32	$ 82,432.00
Apr-21				
May-21		1	1	$ 2,576.00
Jun-21	36	3	39	$ 100,464.00
Jul-21		35	35	$ 90,160.00
Aug-21				
Sep-21				
Oct-21				
Nov-21				
Dec-21				
Total 2021	**36**	**104**	**140**	**$ 360,640.00**

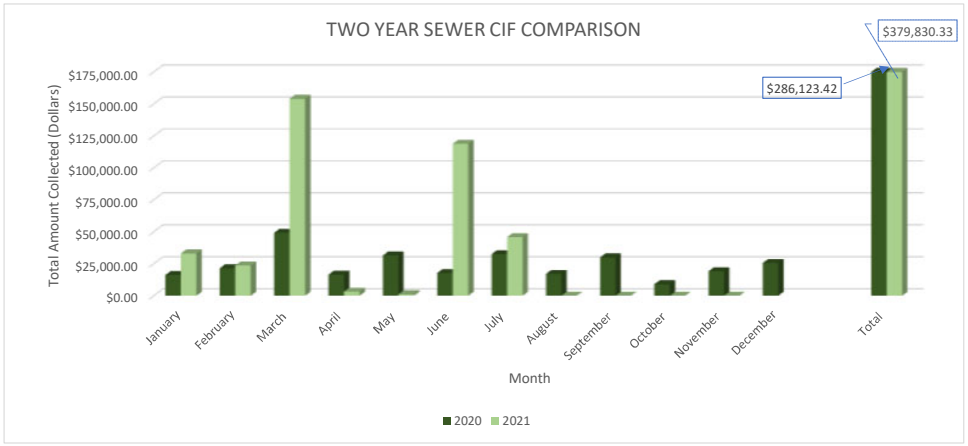




Charles Town Utility Board 2020 Capacity Improvement Fee Collections/EDU for Sewer						
Month	**Commercial**	**Residential**	**Total Number of EDU's**	**Total Sewer CIF Collected**	**CIF Paid to Ranson**	**Total**
Jan-20		7	7	$21,084.00	$4,875.00	$16,209.00
Feb-20		8	8	$24,746.00	$3,250.00	$21,496.00
Mar-20		16	16	$49,232.00		$49,232.00
Apr-20		21	21	$58,702.00	$42,250.00	$16,452.00
May-20		16	16	$44,487.00	$13,000.00	$31,487.00
Jun-20	1	6	7	$17,803.40		$17,803.40
Jul-20		11	11	$32,547.00		$ 32,547.00
Aug-20		5.31	5.31	$17,040.00		$ 17,040.00
Sep-20		19.26	19.26	$39,776.02	$9,750.00	$ 30,026.02
Oct-20		8	8	$18,766.00	$9,750.00	$ 9,016.00
Nov-20		17	17	$45,159.00	$26,000.00	$ 19,159.00
Dec-20		8	8	$25,656.00		$ 25,656.00
Total 2020	**1**	**137**	**143.57**	**$394,998.42**	**$108,875.00**	**$286,123.42**

Charles Town Utility Board 2021 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-21		22	22	$ 33,114.00		$ 33,114.00
Feb-21		21	21	$ 33,417.00	$ 9,750.00	$ 23,667.00
Mar-21		32	136.7	$ 154,023.33		$ 154,023.33
Apr-21		1	1	$ 3,207.00		$ 3,207.00
May-21		1	1	$ 1,127.00		$ 1,127.00
Jun-21	36	3	39	$ 118,833.00		$ 118,833.00
Jul-21		37	37	$ 45,859.00		$ 45,859.00
Aug-21						$ -
Sep-21						$ -
Oct-21						$ -
Nov-21						$ -
Dec-21						
Total 2021	**36**	**117**	**257.7**	**$389,580.33**	**$9,750.00**	**$379,830.33**





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	Total Available (gpd)	Total Available (EDU's)
2019	2.8	644.32	1.77	1.03498	1,034,980	6,900
2020	2.8	615.64	1.68	1.12	1,117,946	7,453
2021	2.8	355.48	1.67	1.13	1,131,954	7,546

2019		
	Total	AVERAGE
JANUARY	52,264,325	1,685,946
FEBRUARY	48,901,884	1,746,496
MARCH	52,112,735	1,681,056
APRIL	51,316,538	1,710,551
MAY	56,973,829	1,837,865
JUNE	55,111,832	1,837,061
JULY	57,587,563	1,857,663
AUGUST	58,291,878	1,880,383
SEPTEMBER	53,642,580	1,788,086
OCTOBER	54,262,184	1,750,393
NOVEMBER	50,656,056	1,688,535
DECEMBER	53,202,360	1,716,205
Annual Total	644,323,764	1,765,020

2020		
	Total	AVERAGE
JANUARY	53,689,445	1,731,918
FEBRUARY	49,700,448	1,713,809
MARCH	51,009,216	1,645,459
APRIL	46,966,864	1,565,562
MAY	50,753,036	1,637,195
JUNE	52,587,142	1,752,905
JULY	54,394,477	1,754,661
AUGUST	54,972,785	1,773,316
SEPTEMBER	50,996,141	1,699,871
OCTOBER	51,222,251	1,652,331
NOVEMBER	49,014,344	1,633,811
DECEMBER	50,338,278	1,623,815
Annual Total	615,644,427	1,682,054

2021		
	Total	AVERAGE
JANUARY	50,030,727	1,613,894
FEBRUARY	45,304,029	1,618,001
MARCH	50,881,983	1,641,354
APRIL	49,098,224	1,636,607
MAY	53,910,537	1,739,050
JUNE	53,051,728	1,711,346
JULY	53,198,248	1,716,073
AUGUST		
SEPTEMBER		
OCTOBER		
NOVEMBER		
DECEMBER		
Annual Total	355,475,476	1,668,046

GLEN HAVEN WATER PLANT FLOW DATA						
YEAR	Total Design (MGD)	TOTAL ANNUAL FLOW (MG)	AVERAGE DAILY (MGD)	Total Design minus Average Daily	Total Available (gpd)	
2020	0.0216	1.04	0.01	0.01	13,120	
2021	0.0216	1.82	0.01	0.01	12,958	-

2020		
	Total	AVERAGE
JANUARY		
FEBRUARY		
MARCH		
APRIL		
MAY		
JUNE		
JULY		
AUGUST		
SEPTEMBER	283,900	9,158
OCTOBER	265,000	8,548
NOVEMBER	250,800	8,360
DECEMBER	243,500	7,855
Annual Total	1,043,200	8,480

2021		
	Total	AVERAGE
JANUARY	242,200	7,813
FEBRUARY	203,500	7,268
MARCH	241,800	8,636
APRIL	262,300	8,743
MAY	289,700	9,345
JUNE	276,500	8,919
JULY	302,900	9,771
AUGUST		
SEPTEMBER		
OCTOBER		
NOVEMBER		
DECEMBER		
Annual Total	1,818,900	8,642

CAVALAND WATER PLANT FLOW DATA						
YEAR	Total Design (MGD)	TOTAL ANNUAL FLOW (MG)	AVERAGE DAILY (MGD)	Total Design minus Average Daily	Total Available (gpd)	
2020	0.036	0.59	0.00	0.03	31,210	
2021	0.036	1.09	0.01	0.03	30,820	

2020		
	Total	AVERAGE
JANUARY		
FEBRUARY		
MARCH		
APRIL		
MAY		
JUNE		
JULY		
AUGUST		
SEPTEMBER	141,900	4,577
OCTOBER	140,300	4,526
NOVEMBER	151,500	5,050
DECEMBER	155,200	5,006
Annual Total	588,900	4,790

2021		
	Total	AVERAGE
JANUARY	150,900	4,868
FEBRUARY	132,900	4,746
MARCH	145,800	5,207
APRIL	152,900	5,097
MAY	177,900	5,739
JUNE	159,000	5,129
JULY	169,600	5,471
AUGUST		
SEPTEMBER		
OCTOBER		
NOVEMBER		
DECEMBER		
Annual Total	1,089,000	5,180

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	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	240	1.15	0.60	602,857	4,019

TUSCAWILLA WASTEWATER PLANT FLOW DATA						
YEAR	Total Design (MGD)	TOTAL ANNUAL FLOW (MG)	AVERAGE DAILY (MGD)	Total Design minus Average Daily	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	16.24	0.085714286	0.414285714	414,286	2,762

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	

2019		
	Total	AVERAGE
JANUARY	51.37	1.66
FEBRUARY	43.72	1.56
MARCH	44.32	1.43
APRIL	37.29	1.24
MAY	45.1	1.45
JUNE	33.83	1.13
JULY	39.09	1.26
AUGUST	33.33	1.08
SEPTEMBER	30.89	1.03
OCTOBER	32.86	1.06
NOVEMBER	30.65	1.02
DECEMBER	36.55	1.18
Annual Total	459	1.26

2020		
	Total	AVERAGE
JANUARY	39.05	1.26
FEBRUARY	36.74	1.27
MARCH	36.76	1.19
APRIL	33.32	1.11
MAY	35.50	1.15
JUNE	33.44	1.11
JULY	34.45	1.11
AUGUST	32.65	1.05
SEPTEMBER	32.43	1.08
OCTOBER	33.91	1.09
NOVEMBER	33.49	1.12
DECEMBER	37.96	1.22
Annual Total	419.7	1.15

2021		
	Total	AVERAGE
JANUARY	35.83	1.22
FEBRUARY	32.98	1.18
MARCH	36.39	1.17
APRIL	34.33	1.18
MAY	33.24	1.07
JUNE	36.24	1.21
JULY	30.99	1.00
AUGUST		
SEPTEMBER		
OCTOBER		
NOVEMBER		
DECEMBER		
Annual Total	240	1.15

2019		
	Total	AVERAGE
JANUARY	6.25	0.2
FEBRUARY	4.98	0.18
MARCH	7.53	0.24
APRIL	5.28	0.18
MAY	7.88	0.25
JUNE	3.75	0.12
JULY	4.2	0.14
AUGUST	3.75	0.12
SEPTEMBER	3.64	0.12
OCTOBER	3.97	0.13
NOVEMBER	3.66	0.12
DECEMBER	0.35	0.01
Annual Total	55.24	0.15

2020		
	Total	AVERAGE
JANUARY		
FEBRUARY		
MARCH		
APRIL		
MAY		
JUNE		
JULY		
AUGUST	1.09	0.16
SEPTEMBER		
OCTOBER		
NOVEMBER		
DECEMBER		
Annual Total	1.09	0.16

2021		
	Total	AVERAGE
JANUARY	0.52	0.07
FEBRUARY	2.22	0.08
MARCH	4.22	0.14
APRIL	1.12	0.04
MAY	0.89	0.03
JUNE	3.37	0.11
JULY	3.9	0.13
AUGUST		
SEPTEMBER		
OCTOBER		
NOVEMBER		
DECEMBER		
Annual Total	16.24	0.09

CTUB Smoke Testing Inspection Summary Report							Updated 8/2/2021
Smoke Testing Area	**Total**	**MH's w/ smoke coming from pick holes**	**MH's w/ Significant Issues**	**Total Inspected**	**Total Completed**	**Percent Inspected**	**Percent Completed**
Total							
Manholes	384	225	164	161	115	98%	70%
Cleanouts	200	n/a	n/a	209	163	105%	82%
Locust Hills							
Manholes	152	135	17	17	7	100%	41%
Cleanouts	62	n/a	n/a	62	46	100%	74%
Tuscawilla							
Manholes	110	57	53	52	36	98%	68%
Cleanouts	10	n/a	n/a	10	4	100%	40%
Orchard Hills							
Manholes	20	2	18	18	17	100%	94%
Cleanouts	20	n/a	n/a	20	14	100%	70%
SW Ranson							
Manholes	76	24	52	51	40	98%	77%
Cleanouts	47	n/a	n/a	47	39	100%	83%
PS 4-4							
Manholes	31	7	24	23	15	96%	63%
Cleanouts	61	n/a	n/a	70	60	115%	98%

July 12, 2021

Ms. Kristen M. Stolipher
Charles Town Utility Board
832 South George Street
Charles Town, WV 25414

Re: County #: TBD
Project Name: Green Hill
GORDON Project: 2582-0103

To Kristen:

May this letter serve as a request for sanitary sewer availably for the proposed Green Hill residential project that will be serving 320 lots. Please refer to attached exhibit showing a proposed sewer alignment to the existing sanitary sewer connection.

Please feel free to contact me at 304-725-8456 or by email at tevanst@gordon.us.com if you should have any further questions.

Sincerely,
WILLIAM H. GORDON ASSOCIATES, INC.

Thomas M Evans
Design Manager

g:\project\admin\2582 green hill\0103 green hill\4-correspondence\2021-07-12_ctub_ssew avail. letter.doc

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	12,028.75
GERALD TAYLOR CO., INC.	SUPERVAC/ TRANSPORT	WATER FUND	WATER	484.78
	PUMP/ TRANSPORT	WATER FUND	WATER	459.81
	SUPERVAC/ PUMP	SEWER FUND	SEWER	1,854.00
			TOTAL:	2,798.59
USA BLUEBOOK	GLOVES,CARTRIDGE,PUMPTUBE,	WATER FUND	WATER	266.27
	SPILLPAL, FLEXIBLE SPILL	SEWER FUND	SEWER	1,158.00
	ULTRA-TECH FLEXIBLE SPILL	SEWER FUND	SEWER	480.58
			TOTAL:	1,904.85
VITAL SIGNS	ALUMINUM SIGN FOR BELVEDER	SEWER FUND	SEWER	40.00
			TOTAL:	40.00
WIRELESS NETWORKS GROUP, INC.	MISC SVCS, JULY	WATER FUND	WATER	6,461.00
			TOTAL:	6,461.00
WV DIVISION OF NATURAL RESOURCES	STUDY RARE,THRTND,ENDNGRD	SEWER FUND	NON-DEPARTMENTAL	75.00
			TOTAL:	75.00

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

50	WATER FUND	80,298.18
60	SEWER FUND	139,598.67
	GRAND TOTAL:	219,896.85

TOTAL PAGES: 4

APPROVED BY: _____

APPROVED BY: _____

This Packet: $219,896.85
Security Deposit Refunds: 3,663.70

Total: $ 223,560.55

Note:

Highlighted invoice to be reimbursed by the developer

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
JEFFERSON PUBLISHING COMPANY	7/21,7/28 ADS: HYDRNT FLSH	WATER FUND	WATER	43.58
			TOTAL:	43.58
MCKINNEY'S AUTO REPAIR	2015 CHEVYCOLORADO WV INSP	WATER FUND	WATER	14.00
			TOTAL:	14.00
DONALD MICKEY	MOWING SUMMIT PT&PLAYGROUN	WATER FUND	WATER	125.00
	MOWING SUMMIT PT&PLAYGROUN	SEWER FUND	SEWER	125.00
			TOTAL:	250.00
THOMAS NALLS	JULY TANK LOT RENT	WATER FUND	NON-DEPARTMENTAL	3,485.26
			TOTAL:	3,485.26
LOGICAL CONCEPTS, INC	FLWNGSPRGS, GRNFLDSTH 4-5,	SEWER FUND	SEWER	443.00
			TOTAL:	443.00
PACE ANALYTICAL SERVICES, LLC	TESTING: ROCKWOOL MONTHLY	SEWER FUND	SEWER	214.27
	TESTING: JCPSD IU04 QRTRLY	SEWER FUND	SEWER	74.52
	TESTING: TUSCAWILLA	SEWER FUND	SEWER	85.85
	TESTING: CT WEEKLY	SEWER FUND	SEWER	189.47
	TESTING: TUSC MONTHLY	SEWER FUND	SEWER	85.85
	TESTING: CT WEEKLY	SEWER FUND	SEWER	173.19
	TESTING: CT QUARTERLY	SEWER FUND	SEWER	65.25
	TESTING: CT	SEWER FUND	SEWER	164.92
			TOTAL:	1,053.32
CORPORATION OF RANSON	JULY UB COLLECTION	WATER FUND	NON-DEPARTMENTAL	2,922.28
			TOTAL:	2,922.28
RK & K ENGINEERS	TO7 JETTFARM PS MODIFICATI	SEWER FUND	NON-DEPARTMENTAL	20,939.51
	TO12 FOREST AVE/FAIRFAX CR	SEWER FUND	NON-DEPARTMENTAL	6,278.50
	TO17 DEVELOPMENT FACILITY	SEWER FUND	NON-DEPARTMENTAL	23,435.21
			TOTAL:	50,653.22
ROSS H BARE	HUNTFIELD PS: QUADPLEX PMP	SEWER FUND	SEWER	9,835.00
			TOTAL:	9,835.00
SG PLUMBING, INC.	40 BROOKLINE DR: 7/28/21	WATER FUND	WATER	1,961.02
	14 BEAUREGARD: 8/03/21	WATER FUND	WATER	955.00
	278 PATRICK HENRY: 8/03/21	WATER FUND	WATER	855.00
			TOTAL:	3,771.02
SHENANDOAH AIR CONDITIONING	FIX AC UNIT AT PLANT	SEWER FUND	SEWER	1,110.00
			TOTAL:	1,110.00
LAW OFFICES OF HOY SHINGLETON, L.C.	GENERAL 7/12 - 7/29/21	SEWER FUND	SEWER	1,007.50
	SHEN JCT SWR 7/20 - 7/27/2	SEWER FUND	SEWER	260.00
			TOTAL:	1,267.50
SPRINT	MONTHLY CELL SERVICE	WATER FUND	WATER	204.21
	MONTHLY CELL SERVICE	SEWER FUND	SEWER	364.40
			TOTAL:	568.61
STEPTOE & JOHNSON PLLC	GENERAL EMPLOYER COUNSELIN	WATER FUND	WATER	303.75
	GENERAL ENVIRONMENTAL	SEWER FUND	SEWER	11,421.25
	GENERAL EMPLOYER COUNSELIN	SEWER FUND	SEWER	303.75

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
DELL MARKETING L.P.	OPTIPLEX 5090SMALL FORM FA	WATER FUND	WATER	1,747.22
			TOTAL:	1,747.22
WV DEPT OF HEALTH & HUMAN SERVICES	BACTERIOLOGICAL TESTING	WATER FUND	WATER	100.00
	BACTERIOLOGICAL TESTING	WATER FUND	WATER	40.00
			TOTAL:	140.00
EI TECHNICAL SERVICES	CT & TUSC WWTP: CALIBRATED	SEWER FUND	SEWER	289.50
	CT & TUSC WWTP: CALIBRATED	SEWER FUND	SEWER	289.50
			TOTAL:	579.00
FIFTH THIRD BANK	PCARD 4726	WATER FUND	WATER	1,115.61
	PCARD 4726	WATER FUND	WATER	1,367.86
	PCARD 4726	WATER FUND	WATER	588.34
	PCARD 4726	WATER FUND	WATER	18.47
	PCARD 4726	WATER FUND	WATER	639.01
	PCARD 4726	WATER FUND	WATER	1,997.53
	PCARD 4726	WATER FUND	WATER	81.02
	PCARD 4726	SEWER FUND	NON-DEPARTMENTAL	1,000.00
	PCARD 4726	SEWER FUND	SEWER	1,179.76
	PCARD 4726	SEWER FUND	SEWER	1,209.40
	PCARD 4726	SEWER FUND	SEWER	25.12
	PCARD 4726	SEWER FUND	SEWER	1,607.14
	PCARD 4726	SEWER FUND	SEWER	1,820.79
	PCARD 4726	SEWER FUND	SEWER	112.23
	PCARD 4726	SEWER FUND	SEWER	81.02
	PCARD 4726	SEWER FUND	SEWER	334.91
			TOTAL:	13,178.21
GUTTMAN ENERGY	W/E 7/25/21	WATER FUND	WATER	766.66
	W/E 8/01/21	WATER FUND	WATER	484.52
	W/E 7/25/21	SEWER FUND	SEWER	497.45
	W/E 8/01/21	SEWER FUND	SEWER	815.43
			TOTAL:	2,564.06
HACH COMPANY	FA REAGENT SET	WATER FUND	WATER	516.00
	BEAKER, LOW FORM 250ML PK/	WATER FUND	WATER	58.19
	ASSY, PACK, CHEMKEY, 25 PI	WATER FUND	WATER	327.14
	CHEMKEY, 25 PIECE NITRATE	WATER FUND	WATER	166.80
	EE POCKET PRO, PH, TESTER	WATER FUND	WATER	183.40
	AMMONIATNT,NITRATETNT,EEPH	SEWER FUND	SEWER	1,062.33
			TOTAL:	2,313.86
HATCH ASSOCIATES CONSULTANTS, INC.	TO10 H-363705 MAGNOLIA SPR	SEWER FUND	NON-DEPARTMENTAL	12,632.70
			TOTAL:	12,632.70
PROTOUCH COMMUNICATIONS, LLC	JULY SVCS: AFTER-HOURS EME	WATER FUND	WATER	139.19
			TOTAL:	139.19
INWOOD QUARRY, INC.	I10 & C2 PICKUPS: 7/23/21	WATER FUND	WATER	572.31
			TOTAL:	572.31
IRON MOUNTAIN, INC	SHREDDING, STORAGE	WATER FUND	WATER	463.00
	SHREDDING, STORAGE	SEWER FUND	SEWER	462.99
			TOTAL:	925.99

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
AMERIGAS	TANK RENTAL: GLEN HAVEN	WATER FUND	WATER	110.00
	TANK RENTAL: GENERATOR RT	SEWER FUND	SEWER	133.00
	TANK RENTAL: BEALLAIR	SEWER FUND	SEWER	139.00
			TOTAL:	382.00
BIEDLER'S ELECTRIC MOTOR REPAIR, INC.	FLWNG SPRGS PS PMP RPR	SEWER FUND	SEWER	7,200.00
	RACETRACK PS PMP RPR	SEWER FUND	SEWER	2,340.70
			TOTAL:	9,540.70
JP & RF BURNS PARTNERSHIP	JULY LOADS - 43	SEWER FUND	SEWER	7,697.00
			TOTAL:	7,697.00
CHARLES TOWN UTILITY BOARD	JULY FUNDING	WATER FUND	NON-DEPARTMENTAL	12,459.79
			TOTAL:	12,459.79
CINCINNATI FINANCIAL CORP	T.STOCKS BOND 8/19/21-8/19	WATER FUND	WATER	60.00
	T.STOCKS BOND 8/19/21-8/19	SEWER FUND	SEWER	60.00
			TOTAL:	120.00
CITY ELECTRIC SUPPLY CO	25A120VIEC CONTACTOR,3P32A	SEWER FUND	SEWER	818.92
			TOTAL:	818.92
CITY NATIONAL BANK	LOCKBOX SERVICES: JULY	WATER FUND	WATER	1,671.57
	LOCKBOX SERVICES: JULY	WATER FUND	WATER	720.44
	LOCKBOX SERVICES: JULY	SEWER FUND	SEWER	1,671.57
	LOCKBOX SERVICES: JULY	SEWER FUND	SEWER	720.44
			TOTAL:	4,784.02
CITY OF CHARLES TOWN	UB COLLECTIONS - JULY	WATER FUND	NON-DEPARTMENTAL	16,097.34
	AUG RENT@ 661 S GEORGE ST	WATER FUND	WATER	1,275.00
	JUNE UTILITIES@ 661 S GEOR	WATER FUND	WATER	644.78
	AUG RENT@ 661 S GEORGE ST	SEWER FUND	SEWER	1,275.00
	JUNE UTILITIES@ 661 S GEOR	SEWER FUND	SEWER	644.77
			TOTAL:	19,936.89
CLIFFS CLEANING SERVICE	JULY CLEANING	WATER FUND	WATER	125.00
	JULY CLEANING	WATER FUND	WATER	365.00
	JULY CLEANING	SEWER FUND	SEWER	200.00
	JULY CLEANING	SEWER FUND	SEWER	100.00
	JULY CLEANING	SEWER FUND	SEWER	365.00
			TOTAL:	1,155.00
CORE & MAIN	AUGUSTINE PS- BYPASS VALVE	WATER FUND	WATER	2,635.26
	BRASSTEE,CPLG,BALLCURB,BRS	WATER FUND	WATER	4,347.62
	BRASSTEE, DIJOINTRESTRAINT	WATER FUND	WATER	344.00
	TRAFFIC KIT NEW STYLE	WATER FUND	WATER	464.80
			TOTAL:	7,791.68
COYNE CHEMICAL	AMMONIUMSULFATE40%,CP837,H	WATER FUND	WATER	5,054.35
	CES PACL 2000	SEWER FUND	SEWER	12,628.98
			TOTAL:	17,683.33
C. R. SEMLER, INC.	PRECASTCONCRETE DOGHOUSERI	WATER FUND	WATER	1,895.00
	HEAVYDUTY FRAME&COVER	WATER FUND	WATER	1,955.00
	BURKE 3/4"COIL THREADED LI	WATER FUND	WATER	160.00
			TOTAL:	4,010.00