CHARLES TOWN UTILITY BOARD
AGENDA

WEDNESDAY, JULY 13, 2022

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

CALL TO ORDER

1. **APPROVAL OF MINUTES**
   a. Approval of June 15, 2022 Special Meeting Minutes
   2022.06.15 UB Minutes.pdf
   b. Approval of June 22, 2022 Regular Meeting Minutes
   2022.06.22 UB Minutes.pdf
   c. Approval of June 30, 2022 Special Meeting Minutes
   2022.06.30 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 or via webcast (www.ctubwv.com- Board Meetings - Meeting Agendas and Minutes 2022) or by accessing the following zoom link:

   https://us06web.zoom.us/j/83936007860?pwd=ZldUaGk5VS84cGVNRTdTQ3pvUTdhdz09

   Meeting ID: 839 3600 7860
   Passcode: 325543
   +1 301 715 8592 US

3. **UNFINISHED BUSINESS**
   a. Distressed Utility Updates - 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.
   i. WV PSC Case No. 21-0260-S-DU Shenandoah Junction Public Sewer

ii. WV PSC Case No. 21-0818-S-DU Cave Road Utilities, LLC
b. Draft Lakeland Place Alternate Mainline Extension Agreement
2022.07.08 Lakeland AMEA.pdf
Correct Exhibit D- Forrest Avenue and Fairfax Crossing Report 06-16-2021.pdf

4. **NEW BUSINESS**
a. Motorized Portable Camera Purchase
Motorized Portable Camera Information.pdf
b. Discussion on July 27, 2022 CTUB Board Meeting
c. Discussion on Utility Board Meeting Time
d. Discussion on Private Water and Sewer Service Lines
Service Line Documentation.pdf
i. Relocation of Water Meters
ii. Sewer Service Laterals Across Neighboring Properties
iii. Illegal Sewer Connections to CTUB Lines
e.
WV PSC Case No. 22-0574-S-W-P Ranson General Investigation Request - 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.

Ranson Letter.pdf

5. **MANAGER REPORTS**
a. Utility Manager Report
2022.07.13 UM Report.pdf
May Revenue & Expense Report.pdf
b. Chairman Report

6. **APPROVAL OF BILLS**
a. July 13, 2022
2022.07.13 Board Report.pdf

7. **ADJOURNMENT**

8. **INFORMATION ONLY**
a. Next Meeting - July 27, 2022 at 4:00 PM

June 15, 2022

The Charles Town Utility Board held a special meeting on June 15, 2022 at 4:00 P.M. Members of the Board present were Bob Trainor, Duke Pierson, Tommy Stocks, Jacquelyn Milliron and Jeff Whitten. Also present were Kristen Stolipher, April Shultz, Hoy Shingleton, County Commission Liaison, Caleb Hudson, and Ashley Stottlemyer. The Board received no public comments.

The Chairman next opened the floor for discussion on the Renewal and Replacement Project: Bid Update, Funding and Schedule Discussion. Chris Eckenrode, from GDF, briefed the Board on the June 10th bid opening receiving a total of five bids. Alvarez Contractors out of Springdale, WV was the low bidder with a total lump sum base bid price of $9,764,000.00. Chris also discussed two alternates for the project; A.) Influent Metering Vault and B.) Waste System Metering Vault. He recommended moving forward with Alvarez as the contractor for the much-needed project. The Board provided questions regarding the bids.

Kristen provided discussion on the funding options. John Kunkle, CTUB Accountant, reviewed both funding options and mentioned CTUB will still maintain the benchmark coverage at around 135%. Michael George from Compass, reviewed the current bond market and interest rates. He introduced an alternative option as interim funding through a Bond Anticipation Note (BAN) which would provide the Board with a short term financing option if there is continued volatility of the current Bond market. The BANwould have maturity of up to three years with flexible prepayment options that would allow CTUB to go to permanent financing within those three years when the market has less disruption. Kristen mentioned the Board could continue to move forward with a bond while concurrently pursing the BAN approach and make a decision of which alternative to pursue in the end. A new scheduled will be drafted for both options. John Stump, from Steptoe & Johnson, also provided discussions on the funding options. The Board discussed these options.

Next, Kristen discussed a grant opportunity with House Bill 4566 – Economic Enhancement Grant. She has been working with Region 9 to pursue this option through WV IJDC. Jennifer O'Brien from Region 9, and John Stump provided discussions relating to the grant. The Board provided discussions on the grant and what funding option to pursue.

Motion by Jeff, second by Duke, with discussion from the Board, the Board approved 3-1 to submit to City Council Option 1 with Alternate A and B added and the reimbursement of the funds for the professional fees be added to the Renewal and Replacement costs not to exceed $387,000.00. Jacquelyn opposed the reimbursement of upfront project funds to be paid back to CTUB in the grant application not the project.

The Board discussed presenting two options to City Council. The first would include presenting the Supplemental Parameters Resolution on July 5th, which could be held until more information is received on the grant, and also present the first reading of the BAN on July 5th. John Stump provided more discussions on these options.

Motion by Duke, second by Jeff, the Board unanimously approved presenting the Supplemental Parameters Resolution to City Council on July 5th, but hold until further information is received on the grant, and also present the first reading on the BAN. Jacquelyn requested all information relating to this be made public on the website.

With no objections, the Board adjourned the meeting at 6:13 P.M. The June 22nd regular meeting will be held beginning at 4:00 P.M.

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Chairman Secretary

June 22, 2022

The Charles Town Utility Board held a regular meeting on June 22, 2022 at 4:00 P.M. Members of the Board present were Bob Trainor, Duke Pierson, Tommy Stocks, Jacquelyn Milliron and Jeff Whitten. Also present were Kristen Stolipher, April Shultz and Hoy Shingleton. The Chairman called for changes or corrections to the June 3, 2022 special meeting minutes. With no objections, the Board unanimously approved the minutes as presented. The Chairman called for changes or corrections to the June 8, 2022 regular meeting minutes. Jacquelyn suggested changes and with no objections, the Board unanimously approved the minutes as amended. The Board received no public comments.

Next, the Board discussed Distressed Utility Updates for Shenandoah Junction Public Sewer (Case No. 21-0260-S-DU), Cave Road Utilities, LLC (Case No. 21-0818-S-DU), and WV PSC Filings by CTUB - 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. Hoy provided an update on the cases, which should all go to hearing within the next couple of months. Kristen informed the Board of a workshop prior to the City Council meeting on July 5th to have discussions with CTUB, Jefferson Utilities and Mark Roper regarding the distressed utilities. The Board provided discussions.

The Board next discussed the Miller Station Development Request. Kristen did not have any updates to provide the Board. She will continue to work on gathering information for the Board to consider. Jacquelyn requested the public notice for the 2016 Willow Springs project that relates to this area. No action was taken by the Board and this item will continue to be tabled.

The Chairman next opened the floor for discussion on the Dewberry - Draft Water Facility Plan. Marty Kazmierczak and Richard Kincheloe from Dewberry, addressed questions from the Board on the Capital Improvement Plan. Motion by Jeff, second by Duke, the Board unanimously accepted the Water Capital Improvement Plan with the amendments discussed.

The next item discussed was the Dewberry – Draft Water CIF. Marty Kazmierczak from Dewberry, reviewed the changes to the water CIF report since the last meeting, including the Engineering News Record (ENR) index. The water CIF calculations based on the ENR index and other updated costs show a new rate of $5,481.00 per EDU. Marty answered questions on the report from the Board. The Board provided discussion on the CIF amount, including the methodologies to calculate the fee. Motion by Tommy, second by Duke, with discussion from the Board, the Board accepted 3-1 the information provided in the Technical Memo and provide the CIF value of $5,481.00 per EDU to City Council. Jacquelyn opposed the motion as she believed the water fee was too high and had reservations with the methodology used to calculate it.

The Board next discussed the CTUB Water and Sewer Availability Letter. Kristen provided the revised letter based on the comments received since the last meeting. The Board and Hoy provided comments based on the revisions. Motion by Jacquelyn, second by Jeff, the Board unanimously approved the CTUB water and sewer availability letter as presented.

Next, the Board discussed the Lakeland Place Alternate Mainline Extension Agreement. Kristen presented the agreement drafted with the developer of Fairfax Crossing for the lots within the development where they will be connecting and relocating the Forrest Avenue pump station to the Fairfax Crossing property. This is part of the Collection Systems Project that RK&K has designed. The developer will be contributing $211,200.00 toward the pump station installation. The Board

provided discussions on the agreement and suggested revisions. Kristen will revise and bring back to the Board at the next meeting for consideration. No action was taken by the Board.

The Utility Manager Report was next addressed. Kristen briefed the Board on this month's sewer and water efforts including an update on the City Council briefing on June 21st, updated analysis of the financial options for the project by John Kunkle and a draft grant request for funding. The Board held discussions and was in agreeance with sending the letter to pursue the grant funding. Jacquelyn opposed the format of the Schedule B and aspects of the letter. The Chairman provided that he had a phone call with Senator Capito's office regarding water infrastructure projects which led to discussions for possible grant funding for water projects.

The Board next discussed the Approval of Bills. Motion by Tommy, second by Duke, the Board unanimously approved the payment of bills. With no objections, the Board adjourned the meeting at 6:28 P.M. The July 13th regular meeting will be held beginning at 4:00 P.M.

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Chairman Secretary

June 30, 2022

The Charles Town Utility Board held a special meeting on June 30, 2022 at 4:00 P.M. Members of the Board present were Bob Trainor, Duke Pierson, Tommy Stocks, Jacquelyn Milliron and Jeff Whitten. Also present were Kristen Stolipher, April Shultz and Hoy Shingleton. The Board received no public comments.

The Chairman next opened the floor for discussion on Distressed Utility Presentation - WV PSC Case No. 21-0260- S-DU Shenandoah Junction Public Sewer/WV PSC Case No. 21-0818-S-DU Cave Road Utilities, LLC - 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. Motion by Duke, second by Jeff, the Board unanimously approved convening into Executive Session at 4:01 P.M. The Board declared executive session over at 6:25 P.M. Motion by Jeff, second by Duke, the Board unanimously approved sending the letter that was drafted with the agreed upon amendments for the consolidation of the four cases to City Council for their July 5th workshop.

With no objections, the Board adjourned the meeting at 6:26 P.M. The July 13th regular meeting will be held beginning at 4:00 P.M.

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Chairman Secretary

ALTERNATE MAINLINE SEWAGE COLLECTION SYSTEM AGREEMENT

THIS AGREEMENT (the "Agreement") is made and effective this ___ day of _____, 2022, by and between the **CITY OF CHARLES TOWN, by and through the CHARLES TOWN UTILITY BOARD, and its Agents,** (hereinafter, the "CTUB" and "Agents") **and Fairfax Crossing Real Estate, LLC** (hereinafter "Developer") and its assigns. CTUB and its Agents, the Developer, and its assigns are sometimes herein collectively referred to as Parties (the "Parties") or parties (the "parties").

WHEREAS, CTUB has been authorized by City Ordinance Chapter 13, Article II to develop sewage collection and treatment facilities throughout its service area, so as to provide the greatest number of persons residing in the service area, together with vicinity residents and businesses, with public sewer service; and

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

WHEREAS, Developer is planning to develop certain lands known as Lakeland Place at Fairfax Crossing Phase IIIA Subdivision (the "Development") located within CTUB's service territory within Jefferson County for residential property on a phased basis; and

WHEREAS, the Development will be located to the west of Route 9 along Fairfax Boulevard in the City of Ranson in the Fairfax Crossing Subdivision.

WHEREAS, Developer intends to construct approximately 460 residential units as depicted on EXHIBIT 'A', for a total anticipated usage of 82,800 gallons per day, in approximately ten (10) or fewer phases as currently planned, dependent on market conditions. It is understood by both parties to this Agreement that any substantial increase in the number of EDUs will require

the submission of an amended mainline sewage collection system agreement to the PSC for its consent and approval; and

WHEREAS, Developer intends to construct an on-site Gravity Sewage Collection Systems on the Development (the "Sewage Collection Systems") to service the Development, which will connect to the sewage collection and the New Lakeland Place Sewage Pump Station of CTUB; and

WHEREAS, a portion of the development cannot gravity sewer to the existing system therefore 96 townhomes in Phase IIIB will need a pump station to connect to the existing system the New Lakeland Place Sewage Pump Station to be constructed by CTUB; and

WHEREAS, CTUB has coordinated with the Developer to design a sewage pumping station and forcemain (the "Pump Station System") that can accommodate the development along with existing CTUB customers and other future CTUB customers. Pursuant to the report and top-level budget prepared by RK&K as EXHIBIT 'C' herein the Pump Station System construction costs are estimated to be $480,000 (the "Construction Costs"). The Developer's contribution for 96 townhomes is calculated as being 44% of the Construction Costs, and the estimated cost of that contribution is $211,200.00 (hereinafter referred to as the "Developer's Contribution") which will be adjusted based on the actual cost. The Developer's Contribution to be paid by the Developer to CTUB will be 44% of the Design Cost per Section 1.03 and Construction Costs for installation of the Pump Station System, and shall not to exceed a total of $300,000; and

WHEREAS, the CTUB is responsible for the construction of the Pump Station System and associated improvements and will be reimbursed from the developer, subject to the provisions in Article IV, Section 4.01, and future builders (through separate agreement) connecting to the system; and

WHEREAS, the construction of the Development is contingent upon Developer designing and installing Sewage Collection Systems; and

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

WHEREAS, Developer and the CTUB have agreed that CTUB will receive reimbursement to CTUB of the Developer's pro-rata cost of the Pump Station System in accordance with the provisions of this Agreement.

ARTICLE I
DESIGN AND REGULATORY APPROVAL

Section 1.01. The Developer hereby agrees to employ qualified engineers to design the Sewage Collection System for the Developer's project, as described in general herein. All designs will be prepared at the Developer's expense. All designs shall be reviewed and approved by CTUB's engineer prior to submission to the West Virginia Bureau for Public Health and the West Virginia Division of Environmental Protection for permits to construct and prior to the commencement of construction. Neither CTUB or its engineers or agents shall bear any financial or any other responsibility for the design and construction of the Sewage Collection Systems.

Section 1.02. The Developer shall, at its expense, submit all plans and specifications for the project to the appropriate State, Federal and local governmental agencies for the Sewage Collection Systems only. Any changes in the plans and specifications required by the governmental agencies shall be subject to the approval of CTUB.

Section 1.03. CTUB hereby agrees to employ qualified engineers to design the Pumping Station System to serve the developer as well as existing and future CTUB customers pursuant to the terms of reimbursement defined herein. The Developer will be responsible for the pro-rata share of the design costs estimated to be $39,600.00 which will be adjusted based on the actual cost (the "Design Cost"). Final Design Costs will be provided to the Developer at time of final bidding. All designs shall be reviewed and approved by CTUB 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.

Section 1.02. CTUB shall, at its expense, submit all plans and specifications for the Pump Station System to the appropriate State, Federal and local governmental agencies. Any changes in the plans and specifications required by the governmental agencies shall be subject to the approval of CTUB.

ARTICLE II
CONSTRUCTION AND INSPECTION

Section 2.01. Developer will construct in phases the Sewage Collection Systems under this Agreement, including, but not limited to, all main lines, trunk lines, laterals, or other necessary appurtenances, to serve the Development. All construction shall be done in accordance with the approved plans and specifications for the Development and CTUB's current specifications. Developer shall obtain, at Developer's own expense, with the cooperation and support of CTUB, all necessary permits, authorizations and approvals of State and Federal agencies and other City departments during the construction phase and shall make such changes as are required by said agencies and departments during this phase and such changes shall not be subject to further approval by CTUB.

Section 2.02. Developer shall, with the cooperation and support of CTUB, grant all necessary on-site rights-of-way, real property for the pump station, and easements within the Developer's property only to complete the on-site Pump Station System and, excepting the Pump Station System, the Sewage Collection Systems at Developer's own expense. CTUB, in support of the Pump Station System only, shall if required, take such actions as are permitted by law to aid in obtaining the necessary off-site rights of way, real property or easements on land not owned by Developer, including, but not limited to, legal actions. The cost of said actions pursued by CTUB, including amounts paid to property owners for the required off-site real estate and easements as well as all litigation costs undertaken by CTUB shall be borne by CTUB.

In recognition of the real and tangible value of the lost development opportunity costs due to the Pump Station System needs, CTUB and Developer agree that CTUB shall acquire the land and easements for the Pump Station System (the "Project Land") from the Developer for a total purchase price of $110,000.00 (One Hundred Ten Thousand dollars and zero cents).

Section 2.03. Prior to the substantial completion of the construction of the Sewage Collection Systems or phase thereof, CTUB shall have the right to inspect and approve the system or 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 Sewage Collection Systems. 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 $4,000.00 per week for inspection service for sewer installation. In no event shall the Developer be obligated pursuant to this paragraph to pay for inspection services in excess of a total amount of $48,000.

Section 2.05. At the conclusion of construction, the Developer shall provide to CTUB a complete set of reproducible copies as well as electronic AUTO-CAD files of the record drawings of the completed construction for the Sewage Collection Systems, 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 SEWAGE COLLECTION SYSTEMS COVERED BY THIS AGREEMENT WILL NOT BE GRANTED UNTIL THE

"RECORD DRAWINGS" AND THE EXECUTED EASEMENTS ARE RECEIVED BY CTUB**. Similarly, it shall be the sole obligation of CTUB to prepare and process all AUTO-CAD** files of the record drawings of the completed construction for the Pump Station System, signed and sealed by the engineer who prepared the plans.

Section 2.06. At all times during the construction of said Sewage Collection Systems the Developer shall maintain sole ownership of the system.

Section 2.07. The Developer shall strive to complete the Sewage Collection Systems 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 Sewage Collection Systems. 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 by CTUB, and that the Developer agrees thereto, that rules, regulations or surrounding conditions have materially changed during the five (5) year timeframe.

ARTICLE III
TRANSFER OF OWNERSHIP

Section 3.01. Upon completion of the construction of the Sewage Collection Systems, or phase thereof, or parts of phases thereof at the discretion of CTUB, Developer shall, with the cooperation and support of CTUB, obtain such State, Federal, and local certifications, authorizations and/or approvals as are required, at Developer's expense. After said certifications, authorizations and/or approvals are obtained, and the Sewage Collection Systems or phases thereof are completed in all respects, Developer shall provide CTUB with written notice of said completion. As used in this and subsequent Sections, "completed in all respects" includes, but is not limited to: (i) the system or phase thereof being physically complete; (ii) all testing performed by the certifying engineer; (iii) all electrical and mechanical systems inspected and certified by approved factory authorized representatives of the manufacturers; (iv) all systems or phase thereof having passed component validation, start-up and demonstration periods and training performed; (v) all engineers, material men, contractors and subcontractors of Developer being paid for their

work on said system or phase thereof; (vi) all rights of way, real property and easements required for the operation of the Sewage Collection Systems or phase thereof are acquired; (vii) all legal disputes regarding the Sewage Collection Systems or phase thereof being materially resolved; and (viii) no outstanding liens on the Sewage Collection Systems 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 Systems or phases thereof and run such tests, at CTUB's sole expense, as CTUB feels are appropriate and necessary to determine that the Sewage Collection Systems or phases thereof has been properly designed and constructed using sound engineering and construction standards. Within the thirty (30) day period, CTUB shall provide to Developer, in writing, a list of repairs which CTUB reasonably believes are required to cause the Sewage Collection Systems 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 Developer must take so that the system or phase thereof is completed in all respects in accordance with the approved plans. Developer, at Developer's own expense, shall make said reasonable repairs and once said repairs have been made, Developer will provide CTUB with an additional written notice as set forth in Section 3.01. and CTUB shall have the same rights as it had upon receipt of the initial notice. Developer shall not connect any businesses or structures to the sewer system or phase thereof until it has been fully tested by the engineer and CTUB and all repairs required by CTUB have been made. Notwithstanding the foregoing, if CTUB does not inspect the Sewage Collection Systems 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 Systems or phase thereof is completed in all respects, Developer shall deliver, and CTUB shall accept, ownership of the Sewage Collection Systems or phases thereof, including rights-of-way, and all real property and easements necessary for the ownership, operation and maintenance of the Sewage Collection Systems or phases thereof. The transfer of ownership shall occur no later than fifteen (15) days after the expiration of CTUB's right of inspection and testing, set forth in Section 3.02. At the time of the transfer of ownership of the Sewage Collection Systems or phases thereof to CTUB, to the extent that any of Developer's funds

are bonded or subject to a letter of credit tied to the Sewage Collection Systems or phases thereof, Developer shall retain ownership in such funds and such funds shall be automatically returned to Developer upon the termination of any such bond or letter of credit.

Section 3.04. Ownership of the Sewage Collection Systems or phase thereof shall be transferred by Developer to CTUB prior to connection to the Sewage Collection Systems built by the Developer as part of the Development.

Section 3.05. When the Developer or its assigns applies for a building permit to construct a residential, commercial or industrial building in the Development, subject to the existence of an existing sewer lateral constructed with the Sewage Collection Systems, Developer or its assigns shall apply for individual service as a "New Customer" and shall pay to CTUB (i) a non-refundable tap and inspection fee pursuant to approved CTUB tariff and (ii) a non-refundable capacity improvement fee pursuant to the approved CTUB tariff. Payments shall be made on the same date Developer or its assigns applies for a building permit to construct the residential, commercial or industrial building in the Development, which will result in said New Customer. Notwithstanding the foregoing, CTUB shall only be entitled to obtain a Developer or assigns 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 New 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 Developer, its assigns, nor the New Customer any additional tap or service connection fee. CTUB shall only be permitted to collect one tap or connection fee per New Customer service connection in accordance with its Tariff on file with the PSC. CTUB's right to either retain Developer's or its assigns tap or connection fee deposit or to assess a tap or connection fee from a New Customer is contingent upon CTUB installing the tap and/or connection line, which physically connects a New Customer's service to Developer's collection system.

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ARTICLE IV

DEVELOPER REIMBURSEMENT

Section 4.01. Developer will reimburse CTUB for its pro rata share of the Pump Station System, including the Design Cost. The Construction Costs and Design Cost is estimated at the time of execution of this Agreement to be a total of $250,800, of which CTUB has agreed to reduce by $110,000 as outlined in Section 2.02.

The Parties agree that the Developer's Deed to grant the Project Land will be for No Consideration.

The current net amount due to CTUB is therefore ($211,200 + $39,600) – $110,000 = $140,800 (the "Net Contribution"), which may be adjusted upward or downward by the actual Construction Costs and Design Cost. However, in no event shall the Net Contribution exceed a total of $190,000 (Equal to $300,000 less the $110,000 reduction as set forth in Section 2.02, or $300,000 - $110,000 = $190,000).

CTUB shall provide to Developer copies of all invoices itemizing the cost of construction of the Pump Station System within thirty (30) days of its completion. Thereafter, Developer and/or assigns shall provide the Net Contribution to CTUB within 60 days of substantial completion of the pump station. CTUB shall bear no financial or other responsibility for the construction of the Developer's on-site Sewage Collection System. Developer expressly waives any right to any reimbursement, other than as detailed in this Agreement above, under the PSC Rules and Regulations for the Government of Sewer Utilities, 150 CSR 5, Rule 7.4 (see EXHIBIT 'B') and understands that CTUB's extension of service outlined in the Agreement herein shall be construed as an exemption to Rule 7.4. The Developer shall not be entitled to any reimbursement for the costs of constructing the pump station and sewer system other than that specified in this Agreement.

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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. As a condition to obtaining a final acceptance of service from CTUB, Developer shall grant to CTUB the necessary easements which would allow CTUB to make future extensions into unserved areas only within areas designated on the Final Plats for the Development and approved by CTUB. The granting of the necessary easements shall be made without CTUB being required to pay additional consideration for the additional easements to the Developer. CTUB has the right to further extend mains from and beyond the terminus of the mains constructed pursuant to this Agreement only within the easements and rights of ways granted by the Developer and assigns. In such an event, the Developer and its assigns shall not be entitled to any refund for the connection of customers to such extension.

ARTICLE VI
SUBSEQUENT CONNECTIONS

Section 6.01. Developer agrees that after the transfer of the ownership of the Sewage Collection Systems, or any portion thereof, to CTUB, Developer shall be assessed, to the extent Developer and/or assigns 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 of Two Thousand Nine Hundred and Thirty Dollars ($2,930.00) for connections made and (iii) a non-refundable capacity improvement fee pursuant to the approved CTUB tariff of One Thousand Six Hundred and Twenty Five Dollars ($1,625.00). Payments shall be made on the same date Developer or its assigns applies for a building permit to construct the residential, commercial or industrial building in the Development, which will result in said New

Customer. Notwithstanding the foregoing, CTUB shall only be entitled to retain a Developer or assigns 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 New 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 or its assigns tap or connection fee deposit or to assess a tap or connection fee from a New Customer is contingent upon CTUB installing the tap and/or connection line, which physically connects a New Customer's service to Developer's Sewage Collection systems.

Section 6.02. Developer hereby agrees that in the event that Developer transfers, prior to completion, any portion of Developer's land in the Development to any individual, corporation or other entity who will continue to engage in development of said land as contemplated by this Agreement, resulting in additional customers for CTUB, Developer shall require, as a term of said transfer, that said individual, corporation or other entity assume the obligations of this Agreement, and thenceforth the Developer shall no longer have any obligation with respect to this Agreement.

ARTICLE VII
REPRESENTATIONS AND WARRANTIES

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

Section 7.02. Developer and/or assigns represents and warrants that the Sewage Collection Systems or phases thereof will be designed and constructed in a proper workmanlike manner using sound principles of engineering and construction. Developer and/or assigns hereby warrants Developer's and/or assigns materials and construction of the Sewage Collection Systems or phases thereof for one (1) year from the date of the transfer of ownership of the Sewage Collection Systems or phases thereof to CTUB and, during such period, will make such repairs at Developer's and/or assigns expense, as are needed to maintain the Sewage Collection Systems or phases 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. Developer shall not be responsible for the cost or performance of any and all repairs due to CTUB or its Agents failing to reasonably maintain the system or any other cause due to CTUB's or its Agents operation and maintenance of the Sewage Collection Systems and/or the Pump Station System.

Section 7.03. Upon notice from CTUB that all construction and testing requirements have been met, Developer or its assigns shall post a one (1) year warranty bond in an amount sufficient to replace the Sewer Collection Systems or phases thereof constructed by Developer or its assigns. 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 Sewage Collection Systems or phases thereof is transferred to CTUB. At the conclusion of such one (1) year period, any warranty bond with respect to the Sewage Collection Systems or phases thereof shall automatically terminate and all bonded funds shall automatically be returned to Developer.

ARTICLE VIII
MISCELLANEOUS PROVISIONS

Section 8.01. Except as provided herein, this Agreement shall in no manner alter or affect presently existing rates, charges, minimums or tariffs of CTUB and the same rates, fees, charges, minimums and tariffs shall apply uniformly to all customers of the District. This Agreement shall at all times be subordinate to any present or future trust indentures or other similar liens on the assets of CTUB, and the Parties hereto recognize the priority of any such obligations and upon occurrence of default or assumption of operation and control by the trustee or holders of the bonds of CTUB this Agreement shall be subordinate to such obligations. In no case shall any current or future Developer's or assign's Deeds of Trusts or Mortgage Liens be subordinate to any CTUB obligations or liens.

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

Section 8.03. Developer and its assigns hereby agrees to save and hold harmless CTUB, its engineer and Agents against all claims for damages arising from accidents by Developer, its assigns, agents, employees, contractors and sub-contractors, occasioned by third persons occurring prior to the date of the transfer of the Sewage Collection Systems and its phases to CTUB, except for those legally attributable to CTUB, its engineer or Agents other than Developer, or employees of CTUB. Developer will defend any and all suits that may be brought against CTUB on account of any such accidents and will make good to, and reimburse, CTUB for any reasonable, out-of-pocket expenditures (including, but not limited to reasonable legal fees and expenses) that CTUB may make by reason of such accidents.

Likewise, CTUB and its assigns hereby agrees to save and hold harmless Developer, its engineer and Agents against all claims for damages arising from accidents by CTUB, its assigns, agents, employees, contractors and sub-contractors, occasioned by third persons occurring after the date of the transfer of the facilities, except for those legally attributable to Developer, its engineer or Agents other than CTUB, or employees of Developer. CTUB will defend any and all suits that may be brought against Developer on account of any such accidents and will make good to, and reimburse, Developer for any reasonable, out-of-pocket expenditures (including, but not limited to reasonable legal fees and expenses) that Developer may make by reason of such accidents.

Section 8.04. Developer hereby agrees to save and hold harmless CTUB, its engineer and Agents from all claims, demands, causes of action, or suits of whatever nature arising out of the labor and materials used by Developer and his contractors or sub-contractors, and from all laborers', materialmen's and mechanics' liens upon the Sewage Collection Systems or phases upon the property upon which the Sewage Collection Systems or phases are located arising out of the labor and materials used by Developer and its contractors or sub-contractors, and Developer shall keep the Sewage Collection Systems or phases thereof and said property free and clear of all liens, claims and encumbrances at the time of the transfer of ownership of the Sewage Collection System or phase thereof to CTUB.

Likewise, CTUB hereby agrees to save and indemnify and keep harmless Developer, 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 CTUB and its contractors or sub-contractors, and from all laborers', materialmen's and mechanics' liens upon the Pump Station System upon the property upon which the Pump Station System is located arising out of the labor and materials used by CTUB and its contractors or sub-contractors, and CTUB shall keep the Pump Station System or phase thereof and said property free and clear of all liens, claims and encumbrances at all times prior to and at the transfer of and/or acceptance of ownership of the Pump Station System or phase thereof to CTUB.

Section 8.05. After transfer of the ownership of the Sewage Collection Systems or phases thereof to CTUB, nothing in this Agreement shall be construed to provide Developer or its assigns with any ownership or other interest in the Sewage Collection Systems or phases 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. Developer hereby agrees to not pursue any lawsuit, cause of action, or claim of any kind against CTUB regarding insufficient sewage treatment capacity unless the Developer and/or assigns reserves capacity by paying the Capacity Improvement Fee and the Additional Capacity Improvement Fee at any time prior to or at the Developer's and/or assigns building permit stage.

Section 8.07. This Agreement constitutes the entire Agreement between CTUB and Developer and/or assigns with respect to the matters addressed and, except for the provisions of Article VIII Section 8.08, may be amended only in a subsequent writing executed by both Parties. In addition, any approval required by either party pursuant to this Agreement shall not be unreasonably withheld.

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Section 8.08. This Agreement may not be assigned by CTUB without the prior written consent of the other party. Developer may assign this Agreement without the consent of CTUB and the Developer shall have no further obligations pursuant to this Agreement thereafter.

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

WITNESS the following signatures and seals this ___ day of _____, 2022.

Attest:

_____

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

By: _____

Its: _____

Attest:

FAIRFAX CROSSING REAL ESTATE, LLC
By: _____
Edward D. Scott
Its: Managing Member

DRAFT

EXHIBIT A

DEVELOPER'S PROJECT

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

DRAFT



96 Units to pump station

Plan View
1" = 50'

DATE: M

SHEET

DESIGN: PSA

SCALE

SEAL

FAIRFAX CROSSING

Charles Town, WV

PIEDMONT

5283 Corporate Drive, Suite 300
Frederick, MD 21703
(301) 695-6614

REVISIONS

EXHIBIT B

LAKELAND PLACE PUMP STATION EXHIBIT

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

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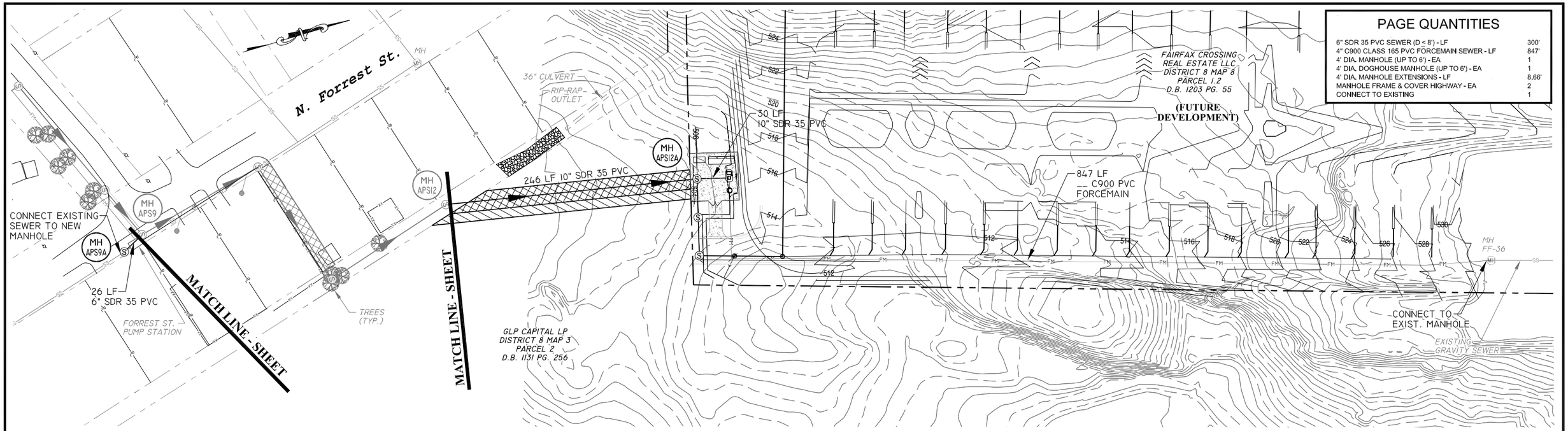
PAGE QUANTITIES

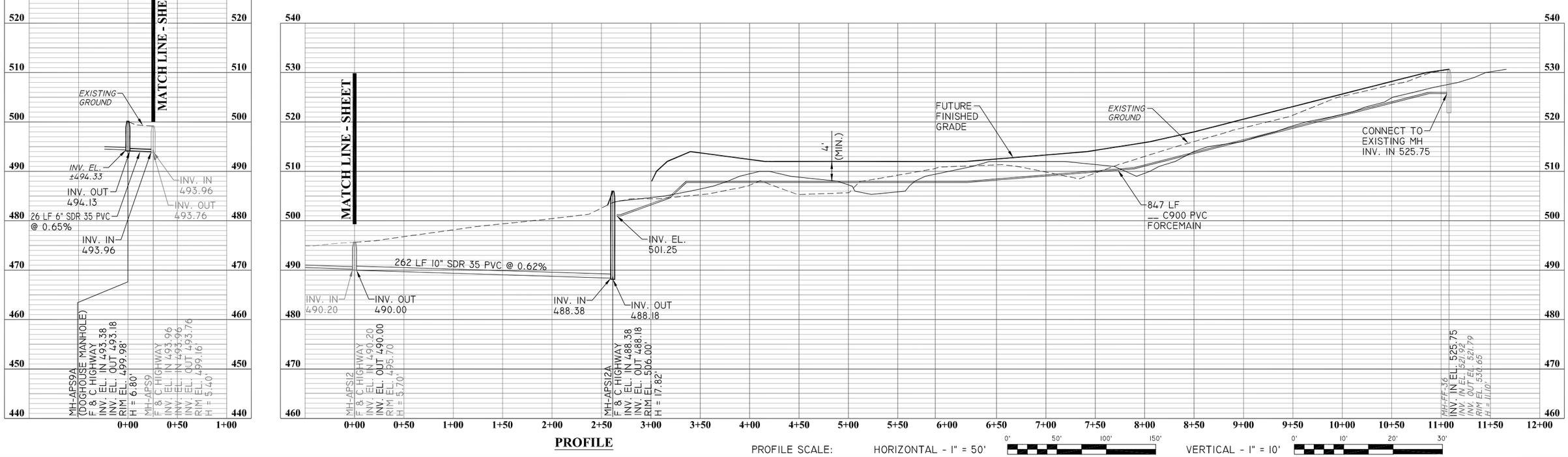
6" SDR 35 PVC SEWER (D ≤ 8') - LF	300'
4" C900 CLASS 165 PVC FORCEMAIN SEWER - LF	847'
4' DIA. MANHOLE (UP TO 6') - EA	1
4' DIA. DOGHOUSE MANHOLE (UP TO 6') - EA	1
4' DIA. MANHOLE EXTENSIONS - LF	8.66'
MANHOLE FRAME & COVER HIGHWAY - EA	2
CONNECT TO EXISTING	1



PLAN

PLAN SCALE: 1" = 50'

NOTE:
PROPOSED GRADING BASED OFF OF ELECTRONIC FILES PROVIDED BY PIEDMONT ENGINEERING.



PROFILE

PROFILE SCALE: HORIZONTAL - 1" = 50' VERTICAL - 1" = 10'

RK&K
P: 304.788.3370
159 Plaza Drive | Keyser, WV 26726
Engineers | Construction Managers | Planners | Scientists
www.rkk.com
Responsive People | Creative Solutions

PROJECT NO.	19339.019
DATE	APRIL 8, 2022
DESIGNED	
DRAWN	
CHECKED	JWC

REVISIONS

CHARLES TOWN UTILITY BOARD
661 S. GEORGE ST.
CHARLES TOWN, WV 25414

2022 COLLECTION SYSTEM PROJECT

11th AVE. & FORREST ST. RELOCATED SEWER PLAN & PROFILE SHEET 2 OF 2

DRAWING NO.....
OF..... 25

\\AD.RKK.COM\FS\Cloud\Projects\2019\19339-CTUBON\ALL\19339.019 2021 COLLECTION SYSTEM PROJECT\ACAD\Drawings\FA-FC-PLAN SHEET 1&2.DWG

EXHIBIT C

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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original customer's service pipe crossing the subdivided property that will be occupied by a new customer, the original customer and new customer must have separate service pipes. The original customer must obtain a right-of-way for the original customer's service pipe on subdivided sections of property before title of such section passes to a new owner.

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

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

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

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

7.4. Extension of mains to serve new customers.

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

7.4.2. The utility shall make extensions in all cases in which the public convenience and necessity require the service, construction problems are not unusual or burdensome, and the extensions appear to be economically feasible.

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

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

7.4.5. Extension for general sewer service.

7.4.5.a. The utility will respond to all inquiries regarding new sewer service, whether oral or

written, by explaining all available options for obtaining service under these rules.

7.4.5.b. The utility will, upon written request for service in the form of Sewer Form No. 4, by a prospective customer or group of prospective customers located in the same neighborhood, determine the necessary size of main required to give service and make an estimate of the cost of providing the requested service, using the form of Sewer Form No. 5, including pipe, valves, manholes, fittings, necessary materials, permits, labor costs incurred by the utility when the utility externally contracts for the construction of the extension, or internal labor costs, provided such internal or external costs are not recovered in existing rates, and other applicable related costs. When a road crossing(s) is (are) necessary to serve the customer(s) requesting service, the cost estimate shall not include costs attributable to extending the main across the first road (closest to the already existing main), but shall include the costs of installing the main across a second and any subsequent road(s). The utility will provide the written estimate calculated using Sewer Form No. 5 to the customer in the form of Sewer Form No. 6, no more than forty-five (45) days from the receipt by the utility of the written request for service. The written estimate shall include an estimated construction start date and an estimated time of construction. If the prospective customer believes that any part of the estimate is unreasonable, the customer is free to pursue an informal request for assistance from the Commission staff or to file a complaint with the Commission. Further, the utility and the customer shall execute a Main Line Extension Agreement. Commission Staff may be consulted to provide assistance and sample forms. The agreement must include as an attachment a copy of this extension rule. The utility shall keep an executed copy of the agreement for at least six (6) years. The length of the extension required shall be that length required to extend from the new proposed service area to the nearest point of connection to the utility system having sufficient excess capacity to provide service at maximum demand.

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

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

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

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

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

7.4.5.d.4. The utility-specific line extension multiplier for private, for profit, utilities shall be based on one (1) divided by the utility's net fixed charge rate. The net fixed charge rate shall

equal a function of the utility's weighted cost of capital, applicable income tax rates, and the Commission approved depreciation accrual rate.

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

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

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

7.4.7. Alternate Depositor-Financed Extension Plan.

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

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

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

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

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

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

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

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

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

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

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

7.4.8. General provisions.

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

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

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

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

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

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

7.4.8.g. This rule shall not be construed as prohibiting the utility from entering into an agreement with a customer that complies with the Commission approved checklist attached hereto as Sewer Form No. 7, in providing an alternate plan for a main extension. Commission Staff may be consulted to provide assistance and sample forms. In providing an alternate plan for main extensions a utility may not discriminate between customers whose service requirements are similar. The agreement shall be filed with and approved by the Commission prior to the implementation or execution of the agreement by any of the parties. The agreement shall include the name, address and phone number of the parties to the agreement. The agreement shall also include a provision explaining why the utility is not funding the extension. The agreement must attach a copy of Sewer Rule 7.4., and a statement signed by the prospective customer that he has reviewed and understands the provisions of Sewer Rule 7.4.6. which entitle a customer to refunds and that he knowingly waives such rights, if applicable. Failure to obtain Commission approval will result in the loss of the right to obtain reimbursement from the utility. If an entity other than the utility constructs the extension, upon completion of construction and proper utility inspection of the extension, the utility shall initiate service only after proper transfer of title to all facilities including property, plant and rights-of-way incidental to the furnishing of utility service.

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

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

7.4.8.j. Right-of-Way.

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

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

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

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

7.4.9. Community infrastructure investment agreements with municipal utilities and public

service districts.

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

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

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

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

§150-5-8. Safety requirements.

8.1. Accidents.

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

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

8.1.3. Asphyxiation. -- A utility shall inform its employees who must work in manholes and pits of the dangers of asphyxiation and instruct them in the practice and use of accepted rules for detection of dangerous gases, as well as the proper procedure for treating victims.

§150-5-9. Creation or alteration of public service districts.

9.1. Creation or alteration of a public service district.

9.1.1. A county commission upon entering an order on its own motion, or upon receipt of a petition, or upon receipt of a recommendation of the Commission, proposing the creation, enlargement, reduction, merger, dissolution, or consolidation of a public service district pursuant to W. Va. Code §16-13A-2, shall:

9.1.1.a. At the same session, fix a date of hearing in the county which date shall be not more than forty (40) days nor less than twenty (20) days from the date of the action;

EXHIBIT D

RK&K FORREST AVENUE AND FAIRFAX CROSSING TOP LEVEL BUDGET

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CITY OF CHARLES TOWN
CHARLES TOWN UTILITY BOARD
Forrest Avenue/Fairfax Crossing

CONCEPTUAL LEVEL COST ESTIMATE
January 5, 2021

No.	Description	Quantity	Unit	Unit Price	Total Price
	LIGHT PURPLE LINE (DEVELOPER)				
	Mobilization	1	LS	$ 8,000	$ 8,000
	Erosion & Sediment Control	1	LS	$ 8,000	$ 8,000
	8" SDR 35 PVC Gravity Sewer	815	LF	$ 125	$ 101,875
	4 ft. Dia. Manholes (up to 6')	3	EA	$ 7,500	$ 22,500
	MH Extensions	19	EA	$ 500	$ 9,500
	Frame & Cover (Highway)	3	EA	$ 500	$ 1,500
	System Tie-in Connection	1	EA	$ 2,000	$ 2,000
	Test Pit Excavation and Refill	3	EA	$ 1,000	$ 3,000
				Construction Subtotal	**$ 156,400**
	Contingency	20%		$	31,280
	TOTAL ESTIMATED CONSTRUCTION COST			**$**	**187,680**
	Easements and Acquisition (1 Easements, $5/LF)			**$**	**1,100**
				Say	**$ 190,000**

CITY OF CHARLES TOWN
CHARLES TOWN UTILITY BOARD
Forrest Avenue/Fairfax Crossing

CONCEPTUAL LEVEL COST ESTIMATE
January 5, 2021

No.	Description	Quantity	Unit	Unit Price	Total Price
	LIGHT BLUE LINE (DEVELOPER)				
	Mobilization	1	LS	$ 5,000	$ 5,000
	Erosion & Sediment Control	1	LS	$ 4,000	$ 4,000
	8" SDR 35 PVC Gravity Sewer	470	LF	$ 125	$ 58,750
	4 ft. Dia. Manholes (up to 6')	2	EA	$ 7,500	$ 15,000
	MH Extensions	0	EA	$ 500	$ -
	Frame & Cover (Highway)	2	EA	$ 500	$ 1,000
	System Tie-in Connection	1	EA	$ 2,000	$ 2,000
	Test Pit Excavation and Refill	3	EA	$ 1,000	$ 3,000
				Construction Subtotal	**$ 88,800**
	Contingency	20%		$	17,760
	TOTAL ESTIMATED CONSTRUCTION COST			**$**	**106,560**
	Easements and Acquisition (1 Easements, $5/LF)			**$**	**2,100**
				Say	**$ 110,000**

CONCEPTUAL LEVEL COST ESTIMATE
January 5, 2021

No.	Description	Quantity	Unit	Unit Price	Total Price
	RED LINE (DEVELOPER)				
	Mobilization	1	LS	$ 6,000	$ 6,000
	Erosion & Sediment Control	1	LS	$ 5,000	$ 5,000
	8" SDR 35 PVC Gravity Sewer	570	LF	$ 125	$ 71,250
	4 ft. Dia. Manholes (up to 6')	2	EA	$ 7,500	$ 15,000
	MH Extensions	9	EA	$ 500	$ 4,500
	Frame & Cover (Highway)	2	EA	$ 500	$ 1,000
	System Tie-in Connection	1	EA	$ 2,000	$ 2,000
	Test Pit Excavation and Refill	3	EA	$ 1,000	$ 3,000
				Construction Subtotal	**$ 107,800**
	Contingency	20%		$	21,560
	TOTAL ESTIMATED CONSTRUCTION COST			**$**	**129,360**
	Easements and Acquisition (1 Easements, $5/LF)			**$**	**1,200**
				Say	**$ 140,000**

CITY OF CHARLES TOWN
CHARLES TOWN UTILITY BOARD
Forrest Avenue/Fairfax Crossing

CONCEPTUAL LEVEL COST ESTIMATE
January 5, 2021

No.	Description	Quantity	Unit	Unit Price	Total Price
	GREEN LINE (DEVELOPER)				
	Mobilization	1	LS	$ 3,000	$ 3,000
	Erosion & Sediment Control	1	LS	$ 3,000	$ 3,000
	8" SDR 35 PVC Gravity Sewer	350	LF	$ 125	$ 43,750
	4 ft. Dia. Manholes (up to 6')	1	EA	$ 7,500	$ 7,500
	MH Extensions	0	EA	$ 500	$ -
	Frame & Cover (Highway)	1	EA	$ 500	$ 500
	System Tie-in Connection	1	EA	$ 2,000	$ 2,000
	Test Pit Excavation and Refill	3	EA	$ 1,000	$ 3,000
				Construction Subtotal	**$ 62,800**
	Contingency	20%		$	12,560
	TOTAL ESTIMATED CONSTRUCTION COST			**$**	**75,360**
	Easements and Acquisition (1 Easements, $5/LF)			**$**	**1,500**
				Say	**$ 80,000**

CONCEPTUAL LEVEL COST ESTIMATE
January 5, 2021

No.	Description	Quantity	Unit	Unit Price	Total Price
	ORANGE LINE (CTUB)				
	Mobilization	1	LS	$ 3,000	$ 3,000
	Erosion & Sediment Control	1	LS	$ 3,000	$ 3,000
	8" SDR 35 PVC Gravity Sewer	145	LF	$ 125	$ 18,125
	4 ft. Dia. Manholes (up to 6')	1	EA	$ 7,500	$ 7,500
	MH Extensions	0	EA	$ 500	$ -
	Frame & Cover (Highway)	1	EA	$ 500	$ 500
	System Tie-in Connection	1	EA	$ 2,000	$ 2,000
	Test Pit Excavation and Refill	3	EA	$ 1,000	$ 3,000
	Forrest Ave. PS Demolition	1	LS	$ 12,000	$ 12,000
			Construction Subtotal		**$ 49,200**
	Contingency	20%		$	9,840
	TOTAL ESTIMATED CONSTRUCTION COST			**$**	**59,040**
	Easements and Acquisition (1 Easements, $5/LF)			**$**	**725**
				Say	**$ 60,000**

CONCEPTUAL LEVEL COST ESTIMATE
January 5, 2021

No.	Description	Quantity	Unit	Unit Price	Total Price
	DARK BLUE LINE (CTUB)				
	Mobilization	1	LS	$ 5,000	$ 5,000
	Erosion & Sediment Control	1	LS	$ 5,000	$ 5,000
	8" SDR 35 PVC Gravity Sewer	440	LF	$ 125	$ 55,000
	4 ft. Dia. Manholes (up to 6')	2	EA	$ 7,500	$ 15,000
	MH Extensions	1	EA	$ 500	$ 500
	Frame & Cover (Highway)	2	EA	$ 500	$ 1,000
	System Tie-in Connection	1	EA	$ 2,000	$ 2,000
	Test Pit Excavation and Refill	3	EA	$ 1,000	$ 3,000
	Forrest Ave. PS Demolition	1	LS	$ 12,000	$ 12,000
				Construction Subtotal	**$ 98,500**
	Contingency	20%		$	19,700
	TOTAL ESTIMATED CONSTRUCTION COST			**$**	**118,200**
	Easements and Acquisition (2 Easements, $5/LF)			**$**	**2,200**
				Say	**$ 130,000**

CONCEPTUAL LEVEL COST ESTIMATE
January 5, 2021

No.	Description	Quantity	Unit	Unit Price	Total Price
	SALMON LINE (CTUB)				
	Mobilization	1	LS	$ 6,000	$ 6,000
	Erosion & Sediment Control	1	LS	$ 6,000	$ 6,000
	8" SDR 35 PVC Gravity Sewer	670	LF	$ 125	$ 83,750
	4 ft. Dia. Manholes (up to 6')	3	EA	$ 7,500	$ 22,500
	MH Extensions	0	EA	$ 500	$ -
	Frame & Cover (Highway)	3	EA	$ 500	$ 1,500
	System Tie-in Connection	1	EA	$ 2,000	$ 2,000
	Test Pit Excavation and Refill	3	EA	$ 1,000	$ 3,000
				Construction Subtotal	**$ 124,800**
	Contingency	20%		$	24,960
	TOTAL ESTIMATED CONSTRUCTION COST			**$**	**149,760**
	Easements and Acquisition (2 Easements, $5/LF)			**$**	**3,400**
				Say	**$ 160,000**

CONCEPTUAL LEVEL COST ESTIMATE
January 5, 2021

No.	Description	Quantity	Unit	Unit Price	Total Price
	PURPLE LINE (CTUB)				
	Mobilization	1	LS	$ 8,000	$ 8,000
	Erosion & Sediment Control	1	LS	$ 8,000	$ 8,000
	8" SDR 35 PVC Gravity Sewer	735	LF	$ 125	$ 91,875
	4 ft. Dia. Manholes (up to 6')	5	EA	$ 7,500	$ 37,500
	MH Extensions	3	EA	$ 500	$ 1,500
	Frame & Cover (Highway)	5	EA	$ 500	$ 2,500
	System Tie-in Connection	1	EA	$ 2,000	$ 2,000
	Test Pit Excavation and Refill	3	EA	$ 1,000	$ 3,000
	Asphalt Trench Patch (Base)	2	TON	$ 150	$ 225
	Asphalt Overlay	3	TON	$ 120	$ 300
	Aggregate for Backfill	7	CY	$ 50	$ 350
	11th St. PS Demolition	1	LS	$ 12,000	$ 12,000
			Construction Subtotal		**$ 167,300**
	Contingency	20%		$	33,460
	TOTAL ESTIMATED CONSTRUCTION COST			**$**	**200,760**
	Easements and Acquisition (0 Easements, $5/LF)			**$**	**-**
				Say	**$ 210,000**

CONCEPTUAL LEVEL COST ESTIMATE
January 5, 2021

No.	Description	Quantity	Unit	Unit Price	Total Price
	BROWN LINE (CTUB)				
	Mobilization	1	LS	$ 9,000	$ 9,000
	Erosion & Sediment Control	1	LS	$ 9,000	$ 9,000
	8" SDR 35 PVC Gravity Sewer	730	LF	$ 125	$ 91,250
	4 ft. Dia. Manholes (up to 6')	6	EA	$ 7,500	$ 45,000
	MH Extensions	6	EA	$ 500	$ 3,000
	Frame & Cover (Highway)	6	EA	$ 500	$ 3,000
	System Tie-in Connection	1	EA	$ 2,000	$ 2,000
	Test Pit Excavation and Refill	3	EA	$ 1,000	$ 3,000
	Asphalt Trench Patch (Base)	2	TON	$ 150	$ 300
	Asphalt Overlay	4	TON	$ 120	$ 420
	Aggregate for Backfill	11	CY	$ 50	$ 550
	11th St. PS Demolition	1	LS	$ 12,000	$ 12,000
			Construction Subtotal		**$ 178,600**
	Contingency	20%		$	35,720
	TOTAL ESTIMATED CONSTRUCTION COST			**$**	**214,320**
	Easements and Acquisition (0 Easements, $5/LF)			**$**	**-**
				Say	**$ 220,000**

CONCEPTUAL LEVEL COST ESTIMATE
January 5, 2021

No.	Description	Quantity	Unit	Unit Price	Total Price
	OPTION 1 AND 3 PS AND FM (SHARED)				
	Mobilization	1	LS	$ 31,000	$ 31,000
	Erosion & Sediment Control	1	LS	$ 29,000	$ 29,000
	4" SDR 21 PVC Force Main	1,045	LF	$ 65	$ 67,925
	System Tie-in Connection	1	EA	$ 2,000	$ 2,000
	Test Pit Excavation and Refill	1	EA	$ 1,000	$ 1,000
	Crusher Run	75	TON	$ 60	$ 4,500
	New PS	1	LS	$ 500,000	$ 500,000
				Construction Subtotal	**$ 635,500**
	Contingency	20%		$	127,100
	TOTAL ESTIMATED CONSTRUCTION COST			**$**	**762,600**
	Easements and Acquisition (1 Easements, $5/LF)			**$**	**3,600**
				Say	**$ 770,000**

CONCEPTUAL LEVEL COST ESTIMATE
January 5, 2021

No.	Description	Quantity	Unit	Unit Price	Total Price
	OPTION 2 PS AND FM (SHARED)				
	Mobilization	1	LS	$ 30,000	$ 30,000
	Erosion & Sediment Control	1	LS	$ 28,000	$ 28,000
	4" SDR 21 PVC Force Main	1,340	LF	$ 35	$ 46,900
	System Tie-in Connection	1	EA	$ 2,000	$ 2,000
	Test Pit Excavation and Refill	1	EA	$ 1,000	$ 1,000
	Crusher Run	130	TON	$ 60	$ 7,800
	New PS	1	LS	$ 500,000	$ 500,000
				Construction Subtotal	**$ 615,700**
	Contingency	20%		$	123,140
	TOTAL ESTIMATED CONSTRUCTION COST			**$**	**738,840**
	Easements and Acquisition (1 Easements, $5/LF)			**$**	**5,000**
				Say	**$ 750,000**

CONCEPTUAL LEVEL COST ESTIMATE
January 5, 2021

No.	Description	Quantity	Unit	Unit Price	Total Price
	OPTION 4 PS AND FM (SHARED)				
	Mobilization	1	LS	$ 29,000	$ 29,000
	Erosion & Sediment Control	1	LS	$ 27,000	$ 27,000
	4" SDR 21 PVC Force Main	760	LF	$ 35	$ 26,600
	System Tie-in Connection	1	EA	$ 2,000	$ 2,000
	Test Pit Excavation and Refill	1	EA	$ 1,000	$ 1,000
	Crusher Run	80	TON	$ 60	$ 4,800
	New PS	1	LS	$ 500,000	$ 500,000
			Construction Subtotal		**$ 590,400**
	Contingency	20%		$	118,080
	TOTAL ESTIMATED CONSTRUCTION COST			**$**	**708,480**
	Easements and Acquisition (1 Easements, $5/LF)			**$**	**3,800**
				Say	**$ 720,000**

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June 15, 2021

Ms. Kristen Stolipher, Utility Manager
Charles Town Utility Board
661 S. George Street
Charles Town, WV 25414

Re: Charles Town Utility Board
Forrest Avenue and Fairfax Crossing
Top Level Budget

Ms. Stolipher,

At the request of the Board, RK&K reviewed the available information on the existing sewer collection system and the proposed development and prepared a "top level" budget for providing sewer service to the existing Fairfax Crossing Subdivision, the proposed Lakeland Place at Fairfax Crossing Subdivision, and the Forrest Street Pump Station service area via a single pump station.

HATCH previously evaluated the downstream gravity capacity of the Lakeland Place Subdivision and ultimately recommended relocating the Forrest Avenue Pump Station to the location of the proposed Lakeland Place Pump Station. HATCH also recommended that the Lakeland Place Pump Station be designed for less than the full build out of the sewershed to reduce the initial cost. Therefore, the Lakeland Place Pump Station would serve:

- 96 townhouses – Phase IIIB Lakeland Place at Fairfax Crossing
- 36 residential lots – Currently served by Forrest Avenue Pump Station
- Church of Christ – Currently served by Forrest Avenue Pump Station
- 70 townhouses - redevelopment of platted lots around the Fairfax Boulevard "peanut". This redevelopment was noted as likely in discussions with the City of Ranson and if this occurs the CTUB could prorate their connection contribution cost based on those lots., thereby saving long-term O&M costs, but at an extremely high initial cost for the CTUB (much of the flow within this gravity sewer is attributed to future and current users).
- 15 residential lots – Currently served by the 11th Avenue Pump Station. RK&K looked at the feasibility of decommissioning the 11th Avenue Pump Station and redirecting flow to the new Lakeland Place Pump Station.

Enclosed with this letter is a drawing of the proposed option for combining all flows into a single pump station. A breakdown of construction costs and a pro rata share of construction costs for the chosen alternative is identified in the following section.

SEWER SERVICE

Two (2) options were evaluated for conveying sewage from the 11th Avenue Pump Station to a proposed Lakeland Place Pump Station, and seven (7) options were evaluated for conveying sewage from the Forrest Avenue Pump Station to a proposed Lakeland Place Pump Station. The composition of properties and unit counts are based off of the HATCH Report dated March 9, 2020. A brief description of the chosen alternatives is below:

11th Avenue Pump Station Chosen Option

This option consists of the construction of 735 LF of 8" gravity sewer, 5 manholes, demolition of the existing 11th Avenue PS; and converting the existing pump station into a sanitary manhole. This option utilizes the alley between E. 10th Ave. and E. 11th Ave. and ties into the proposed manhole at the location of the existing Forrest Ave. Pump Station.

Overall, the construction cost for 11th Avenue Option 1 is $210,000, as shown below.

CONCEPTUAL LEVEL COST ESTIMATE
June 9, 2021

No.	Description	Quantity	Unit	Unit Price	Total Price
	11th STREET PS PURPLE LINE (CTUB)				
1	Mobilization	1	LS	$ 8,000	$ 8,000
2	Erosion & Sediment Control	1	LS	$ 8,000	$ 8,000
3	8" SDR 35 PVC Gravity Sewer	735	LF	$ 125	$ 91,875
4	4 ft. Dia. Manholes (up to 6')	5	EA	$ 7,500	$ 37,500
5	MH Extensions	3	EA	$ 500	$ 1,500
6	Frame & Cover (Highway)	5	EA	$ 500	$ 2,500
7	System Tie-in Connection	1	EA	$ 2,000	$ 2,000
8	Test Pit Excavation and Refill	3	EA	$ 1,000	$ 3,000
9	Asphalt Trench Patch (Base)	2	TON	$ 150	$ 225
10	Asphalt Overlay	3	TON	$ 120	$ 300
11	Aggregate for Backfill	7	CY	$ 50	$ 350
12	11th St. PS Demolition	1	LS	$ 12,000	$ 12,000
				Construction Subtotal	**$ 167,300**
	Contingency	20%		$	33,500
	TOTAL ESTIMATED CONSTRUCTION COST			**$**	**200,800**
	Easements and Acquisition (0 Easements, $5/LF)			**$**	**-**
				Say	**$ 210,000**

Forrest Avenue Pump Station Chosen Option

This option consists of the construction of 685 LF of gravity sewer, 3 manholes, demolition of the existing Forrest Avenue PS, and 830 LF of force main. This option also includes the construction of the Lakeland Place Pump Station at the low point of the developer's property in the proposed dog park. This alignment utilizes the property lines and will require 125 LF of easement from a homeowner and 242 LF of easement from the GLP capital tract property. This leaves the GLP capital tract property open for future development.

The benefit of this Option is that it removes the existing Forrest Ave. Pump Station from the front yards and combines the existing Forrest Ave. Pump Station and the proposed Lakeland Place Pump Station into a single pump station. The new force main will run along Mare Street and will tie into an existing manhole in the development.

Overall, the construction cost for Forrest Avenue Option 1 linework is $200,000. The construction cost for the Lakeland Place Pump Station is $480,000 as shown in the tables below:

CONCEPTUAL LEVEL COST ESTIMATE					
June 11, 2021					
No.	**Description**	**Quantity**	**Unit**	**Unit Price**	**Total Price**
	FORREST AVE BLUE LINE				
1	Mobilization	1	LS	$ 8,000	$ 8,000
2	Erosion & Sediment Control	1	LS	$ 8,000	$ 8,000
3	8" SDR 35 PVC Gravity Sewer (D<8')	310	LF	$ 110	$ 34,100
4	8" SDR 35 PVC Gravity Sewer (8'<D<12')	108	LF	$ 125	$ 13,500
5	8" SDR 35 PVC Gravity Sewer (D>12')	267	LF	$ 175	$ 46,725
6	4 ft. Dia. Manholes (up to 6')	3	EA	$ 7,500	$ 22,500
7	MH Extensions	10	EA	$ 500	$ 5,000
8	Frame & Cover (Highway)	3	EA	$ 500	$ 1,500
9	System Tie-in Connection	1	EA	$ 2,000	$ 2,000
10	Test Pit Excavation and Refill	3	EA	$ 1,000	$ 3,000
11	Forrest Ave. PS Demolition	1	LS	$ 12,000	$ 12,000
				Construction Subtotal	**$ 156,400**
	Contingency	20%		$	31,300
	TOTAL ESTIMATED CONSTRUCTION COST			**$**	**187,700**
	Easements and Acquisition (2 Easements, $5/LF)			**$**	**1,850**
				Say	**$ 190,000**

CONCEPTUAL LEVEL COST ESTIMATE					
June 11, 2021					
No.	**Description**	**Quantity**	**Unit**	**Unit Price**	**Total Price**
	LAKELAND PLACE PUMP STATION				
1	Pump Station	1	LS	$ 358,355	$ 358,355
2	4" PVC Force Main	830	LF	$ 45	$ 37,350
				Construction Subtotal	**$ 395,800**
	Contingency	20%		$	79,200
	TOTAL ESTIMATED CONSTRUCTION COST			**$**	**475,000**
	Easements and Acquisition (1 Easement)				
				Say	**$ 480,000**

TIMING / RECOMMENDATION

It is recommended that 11th Avenue Pump Station Chosen Option and Forrest Avenue Pump Station Chosen Option are constructed. Construction of 11th Avenue Pump Station chosen option will eliminate the 11th Avenue Pump Station, whereby lowering O&M costs to the sewer system. The Forrest Avenue Pump Station Chosen Option will combine the Forrest Avenue Pump Station and the proposed Lakeland Place Pump Station into a single pump station.

The total cost for the combined Lakeland Place pump station and force main is $480,000. Below is a summary of the pro rata share of the construction costs for the proposed combined pump station and force main.

Property	EDU	% Total	Responsibility	Pro Rata Cost
Residential Lots – Phase IIIB	96	44%	Developer	$211,200
Residential Lots – Existing Forrest Ave PS	38	17%	CTUB	$81,600
Residential Lots – Existing 11th Ave PS	15	7%	CTUB	$33,600
Church of Christ	1	1%	CTUB	$4,800
Residential Lots - Redeveloped	70	31%	Future Developer (CTUB now)	$148,800

The cost for demolition of the 11th Avenue Pump Station and the linework from the existing 11th Avenue and Forrest Street Pump Stations to the combined pump station will be the responsibility of the CTUB. Below is a summary of the total pro rata share of construction costs for the overall project.

CTUB: $210,000 + $190,000 + $81,600 + $ $33,600 + $4,800 + $148,800 = $668,800

Developer: $211,200

CAPACITY ANALYSIS

Construction of a combined Lakeland Place pump station that discharges into the existing Flowing Springs Pump Station will relieve the Old Ranson sewer of flow. The proposed combined pump station will immediately serve a total of 147 EDUs and will ultimately serve a total of 217 EDUs.

The Flowing Springs Pumps and the Evitt's Run Gravity Sewer are being upgraded as part of the 2021 Charles Town Sewer Project and therefore, will be designed to handle the flow from the Lakeland Place Pump Station. It is recommended that the Flowing Springs Pump Station and Evitt's Run Gravity Sewer are upgraded prior to connection of the proposed combined Lakeland Place Pump Station.

Any future development not planned for in the area served by the combined pump station will need to be evaluated prior to construction. Future development may require replacement of the pumps with larger pumps or modifications to the pump station to handle the additional capacity. The construction of a 4" force main from the proposed pump station will allow for larger pumps in the future as the maximum flow in a 4" force main is 313 GPM.

During the Board's review, should you have any questions or require additional information, please do not hesitate to contact me at 304.788.3370 or rdodge@rkk.com.

Very truly yours,
RUMMEL, KLEPPER & KAHL, LLP

Rhiannon A. Dodge, EIT
Associate Engineer

John W. Cole, PE
Manager, Municipal Engineering

Enc.
Forrest Ave and Fairfax Crossing Chosen Alternative Display
Fairfax Crossing Chosen Alternative Profile
HATCH TO 07 Fairfax Crossing Evaluation
Proposed Developer PS Units



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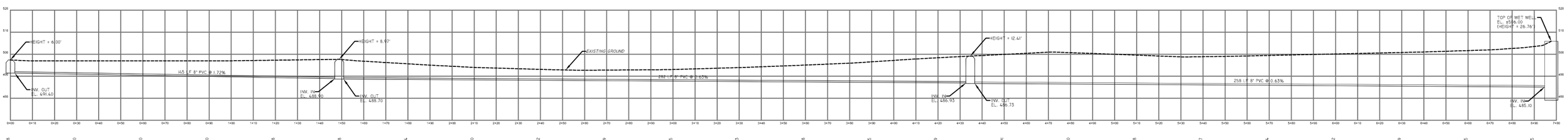
PROJECT NO.	19339.012-001
DATE	06/15/2021
DESIGNED	RAD
DRAWN	RAS
CHECKED	JWC

REVISIONS

CHARLES TOWN UTILITY BOARD
661 S. GEORGE ST.
CHARLES TOWN, WV 25414

FORREST AVENUE & FAIRFAX CROSSING PUMP STATION RELOCATION

DRAWING NO.....
OF..... 51



PROPOSED RELOCATED PUMP STATION OPTION

March 9, 2020

H/359787/100-700

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

Subject: Evaluation Findings
Task Order #7 – Fairfax Crossing Evaluation
Engineering Services for Water/Wastewater Systems Upgrades Projects

Dear Kristen,

This task order's scope includes evaluating the impact of the next phase of the Lakeland Place at Fairfax Crossing development (459 townhouses), including whether an upgrade in downstream gravity trunk sewer capacity is required. The downstream capacity analysis to Flowing Springs Pump Station will assume the replacement of the small pump station at Forrest and 11th Avenues. The undeveloped industrial land between Fairfax Crossing and the existing Norfolk-Southern Railroad will be reviewed for possible future inclusion into the gravity trunk sewer. These parcels are shown on the attached Task Order #7 Exhibit and are purple, Zone I - Industrial.

This task order's scope also includes review and comment of the Sanitary Sewer Trunkline, Forrest Avenue to Rt. 9 plan set prepared by Allegheny Surveys, Inc. and approved by WV Dept. of Health 5/7/2015. It is noted that this trunk sewer eliminates the Forrest and 11th Avenues pump station by serving that area with gravity sewer. It also connects the (assumed) next phase of Lakeland Place at Fairfax Crossing, thereby eliminating the pump station shown on the attached Task Order #7 Exhibit.

Lack of Design and As-built Sewer System Plans

The sewer system design plans for all phases of Lakeland Place at Fairfax Crossing, as well as the 12-inch sewer to the 15-inch Trunk Sewer were never provided to the City of Ranson due to bankruptcy of the original developer. Further, the City was never provided all the as-built plans for the sewers constructed by the Ranson Builders Consortium, LLC. These include the sewers within The Boulevard, and The Market Place at Potomac Towne Center, and Shenandoah Springs subdivision. It is noted there are Record Plans for the 15-inch Trunk Sewer to Flowing Springs Pump Station (FSPS) and the FSPS.

It is recommended that CTUB's conditional acceptance of the Lakeland Place at Fairfax Crossing, Phase IIIB also include as-built survey of all sewers that feed to the 15-inch Truck Sewer from this development.

Downstream Capacity Analysis

Hatch reviewed the sewershed that includes the Phase IIIB, Lakeland Place at Fairfax Crossing, the lots served by the Forrest Avenue Pump Station, including those platted lots in the vicinity of the Fairfax Avenue Circle, and the industrial lots east of the Norfolk-Southern Railroad (refer to the attached Sewershed Exhibit and the Sewer Capacity Calculations).

Currently, Lakeland Place at Fairfax Crossing is connected to the 15-inch trunk sewer on the east side of Route 9 via a 12-inch sewer at MH-20. It is understood that originally the Phase IIIB sewer system planned to include a proposed pump station (refer to the TO#7 Exhibit) that would discharge to the existing gravity sewers and flow through the 12- and 15-inch sewers to Flow Springs Pump Station.

An alternate gravity sewer was designed by Allegheny Surveys, Inc. that eliminates this Lakeland Place pump station (see Review of Sanitary Sewer Trunkline Plans below). Considering this alternative and the possibility that other properties east of the Norfolk-Southern Railroad could flow by gravity to this same gravity system, we looked at existing topography and developed the attached Sewershed Exhibit. This shows that conservatively four out of five Industrial properties could flow into this alternate gravity sewer. Further, the GLP Capital tract (triangular shape) southeast of Lakeland Place would also naturally flow to the alternate gravity sewer. It is noted that the fifth Industrial property is currently vacant, and it likely drains southerly and connect to the existing sewers within the City of Ranson.

Compiling these properties and converting their acreage into Equivalent Dwelling Units (EDUs) results in a combined flow at the 12-inch junction with the 15-inch Trunk Sewer of 1644 EDUs (refer to Sewer Capacity Calculations attached). The existing sewer system information is not available under or east of Route 9 as noted above. Hatch used a design set of plans for the 15-inch Trunk Sewer, which included the 12-inch segments east of Route 9 that serves Lakeland Place. These same 12-inch pipe segments would serve the 1644 EDUs noted above and identified in the Sewer Capacity Calculations. Based on the analysis we reached these conclusions:

- The 12-inch sewer (east of route 9) has adequate capacity for the proposed Lakeland Place at Fairfax Crossing and other proposed development in its sewershed.
    - The projected peak flows (current plus future) for this sewershed are 688 gpm as shown within the attached Sewer Capacity Calculations, and
    - The 12-inch sewer currently serving Lakeland Place at Fairfax Crossing has a limiting/critical sewer segment between MH-20C and MH-20D with a peak capacity of 1018 gpm, but, again, the capacity of the segments upstream of MH-20D (under Route 9 and to Lakeland Place) is unknown.
- The 15-inch sewer has adequate capacity for its current and future sewershed development.
    - The current and future peak flows for this sewershed are 229 gpm and 936 gpm, respectively, as shown within the attached Sewer Capacity Calculations, and
    - The 15-inch sewer between the connection of the 12-inch sewer at MH-20 and Flowing Springs Pump Station has a limiting/critical sewer segment between MH-21 and MH-22 with a peak capacity of 1830 gpm.

Review of Sanitary Sewer Trunkline Plans

Hatch reviewed the Sanitary Sewer Trunkline, Forrest Avenue to Rt. 9 plan set prepared by Allegheny Surveys, Inc. and approved by WV Dept. of Health on 5/7/2015. Generally, this trunk sewer eliminates the small pump station serving the Forrest Avenue area and would serve what appears as the next phase of Lakeland Place at Fairfax Crossing. Following are general comments:

1. This trunk sewer provides a gravity solution for the next phase of Lakeland Place at Fairfax Crossing rather than a pump station. Refer to the Recommendations Moving Forward section below.
2. The minimum slope for a 12” sewer is 0.22% compared to the 0.50% shown. Many places this trunk sewer is deep and revising the slope could save several feet of excavation.
3. The lower segment under Route 9 passes under the highway bridge between its foundations and the 12-inch force main from Flowing Springs Pump Station adjacent to the CSX Railroad. This segment is greater than 20 feet deep, making it a constructability issue. It may be more economical than a 250-foot long bore and jack operation under Route 9, but that option should be provided during bidding if this alignment is pursued.
4. An alternate alignment starting at MH-8E could be continuing the 12-inch sewer to the existing 12-inch sewer under Route 9 (approximately 450 feet north of the bridge). As noted above the sewer system plans for the sewer under Route 9 and within Lakeland Place at Fairfax Crossing were never provided to the City of Ranson due to bankruptcy of the original developer. We believe it may be possible to connect to the existing 12-inch sewer west of Route 9 (assume 10-foot deep sewer at

Route 9 and 12-inch sewer run at minimum 0.22% slope), but that connection must be field verified.

5. MH-8M and MH-8N are only 15 feet apart and 22 feet deep and are necessary to "turn the corner" without an acute angle of sewage flow. It is recommended that an easement or right-of-way is explored east of the rear yards over the GLP Capital Tract to prevent the need for this sewer alignment (two deep manholes within 15 feet). The segment of sewer between MH-8P and MN-8M is "bucking grade", so the easement/right-of-way across this land toward MH-8L (the connection to Fairfax Crossing could help reduce the depth of the sewer.
6. An alternate alignment to installing the sewer in the alley across the rear yards is to place the sewer within the right-of-way of Forrest Avenue and pass it adjacent to the "corner" lots at 12th Avenue (easement required). This alignment is not necessarily more economical due to the surface restoration required along Forrest Avenue, but would eliminate the two manholes 15 feet apart and 22 feet deep.
7. The City of Ranson is currently planning to construct a 48-inch storm sewer within the same alley behind the houses as this sewer segment MH-8N to MH-8P, so an easement as discussed in #5 above is likely mandatory unless the alternate alignment discussed in #6 above is pursued.

<u>Recommendations Moving Forward</u>

While a gravity sewer option to serve this sewershed is possible, its cost will be prohibitive for the CTUB at this time. Only a small portion (81 out of 459 townhouses) of the new Phase IIIB of Lakeland Place at Fairfax Crossing will flow to the Proposed Lakeland Place Pump Station. Therefore, the majority of the cost will be borne by the CTUB.

Alternatively, relocating Forrest Avenue Pump Station to the location of the Proposed Lakeland Place Pump Station would serve the CTUB well.

- Relocation would result in one pump station rather than two.
- The Lakeland Place Pump Station could be designed for less than the full build-out of the sewershed to reduce the initial costs. No interest in redevelopment was noted by the City of Ranson for the four industrial properties (Ameristore, Ameritech Tire & Auto, Thompson Gas and Potomac Metals) or the Lloyd Tract, so the initial design for the relocated pump station could be limited to:
    - 81 townhouses – Phase IIIB Lakeland Place at Fairfax Crossing
    - 38 residential lots – currently served by the Forrest Avenue Pump Station
    - Church of Christ – currently served by the Forrest Avenue Pump Station
    - 70 townhouses – redevelopment of platted lots around the Fairfax Boulevard "peanut". This redevelopment was noted as likely in discussions with the City of Ranson and if this occurs the CTUB could prorate their connection contribution cost based on those lots., thereby saving long-term O&M costs, but at an extremely high initial cost for the CTUB (much of the flow within this gravity sewer is attributed to future and current users).
    - The pro-rata share for the above scenario is shown on the Opinion of Probable Construction Cost attached and summarized below:

Property	EDU	Responsibility	Cost
Residential Lots - Phase IIIB	81	Developer	$ 456,158
Residential Lots (existing)	38	CTUB	$ 214,000
Church of Christ	1	CTUB	$ 5,632
Residential Lots (redeveloped)	70	Future Developer	$ 394,211

Ultimately, a gravity sewer will likely serve the Commercial Use (76 acres between Lakeland Place and Route 9) when it is developed. A determination can be made at that time if elimination of the Lakeland Place Pump Station discussed above would be warranted.

Should you have any questions concerning the evaluation findings above, please contact me at 240-751-7002 or Richard.Travers@hatch.com.

Respectfully,



HATCH
Rick Travers, PE
Senior Project Manager

Lakeland Place Concept Plan
Task Order #7 Exhibit
Sewershed Exhibit
Sewer Capacity Calculations (4 pages)
Fairfax Crossing Phase IIIB Sewersheds

cc: Scott Yearley, Hatch

PIEDMONT DESIGN GROUP
PS 25 Pg 416
WV COORD SYS
NORTH ZONE (NAD 83)

#6
0.17 Ac.
Interim Park - To be Relocated Upon Development of Adjacent Lloyd's Landing Property

#5
0.28 Ac.
Splash Pad

#2
Park Area
0.39 Ac.
Junior High Basketball 44.25 x 75.0'

#3
Park Area (green)
0.21 Ac.

#4
PARK
Active Trekking & Dog Park (open space)
0.73 Ac.

Dog Park

#1
Fairfax Crossing Park
0.32 Ac. (exist)

T3
Existing Single Family Detached (front load)

T4
Existing Single Family Detached (rear load)

T5

Existing Single Family Detached (rear load)

Existing Single Family Detached (front load)

Existing Garage Townhouses (front load)

Existing Townhouses (front load)

Existing Townhouses (front load)

Existing Townhouses (front load)

Existing Townhouses (front load)

Existing Townhouses (front load)

Existing Facility
2 tot. lots
2 picnic tables
gazebo

Prop. Alley #2

Prop. Alley #2

20' ALLEY

20' ALLEY

N. FAIRFAX BLVD
100' R/W

STALLION STREET
50' R/W

15th AVENUE
66' R/W

17th AVENUE - 17th AVENUE
66' R/W

18th AVENUE
66' R/W

60' R/W

Block perimeter =1,970'

Block perimeter =2,118'

Block perimeter =2,419'

Block perimeter =2,457'

Block perimeter =2,443'

802'

840'

872'

1,009'

1,000'

988'

1,001'

1,001'

571'

571'

571'

571'

218'

212'

242'

239'

189'

107'

62
Rear Load

9
Rear Load

23
Rear Load

52
Rear Load

26
Rear Load

47
Rear Load

28
Rear Load

22
Rear Load

24
Front Load

37
Rear Load

54
Front Load

54
Front Load

(300' NEW)
500' TOTAL

PARK AREA TABULATION (Civic Space)

#	Acres	Type
1(ex.)	0.32	Green
2	0.39	Green
3	0.21	Square
4	0.73	Open Space
5	0.27	Green
6	0.17	Green
TOTALS	2.09 Ac.	

Total Tract Area = 41.80 Ac.
Percentage = 5.00% Prov'd (5% req'd)

UNIT TABULATION (Includes T-5 Units)

	Front Load	Rear Load	Totals
East of F'fax Blvd.	132	59	191
West of F'fax Blvd.	-0-	268	268
TOTALS	132	327	459
Percentages	(29%)	(71%)	
Stacked Flats (26' wide)	-0-	40	40
18' Wide Units	-0-	172	172
20' Wide Units	132	115	247
TOTALS	132	327	459

UNIT TYPE LEGEND

A Front Load - 20' Units
132 TOTAL UNITS

B Rear Load - 20' Units
115 TOTAL UNITS

C Rear Load - 18' Units
172 TOTAL UNITS

D Stacked Flat
Rear Load - 26' Units
40 TOTAL UNITS

459 TOTAL UNITS

SKETCH PLAN-9

Lakeland Place at Fairfax Crossing
Phase IIIB
City of Ranson
Jefferson County, WV

02/27/19
MICHAEL T. WILEY, PE, PROF LS DATE
WEST VIRGINIA P.E. #: 11216, EXPIRATION DATE: 12/31/18
FOR PIEDMONT DESIGN GROUP, LLC
WEST VIRGINIA C.O.A.#: 15-5804, EXPIRATION DATE: 12/31/18

SEAL

PIEDMONT DESIGN GROUP
5283 CORPORATE DRIVE
SUITE 300 FREDERICK, MD 21703
301-695-6614

SCALE 1" = 80'
DESIGNED BY: PSA
CHECKED BY: MTW
APPROVED BY:
SHEET 1
DATE Feb. 27, 2019

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Plotted: May 28, 2019 at 5:18pm
C:\Dwg\A Mike Wiley\Fairf\Fairfax_option 9.dwg

80 0 80 160 240
Scale 1" = 80'

1 in =500 feet

#1 - Ffx Crossing

#2 - Lloyd Trust

#3 - Potomac TC -
Phase IIIB Lakeland
Place at Fairfax Crossing

15" Trunk Sewer

MH-20

12" Sewer

MH-20C

MH-20D

12" Sewer serving
Lakeland Place

Flowing Springs
Pump Station

Critical/ Limiting
Sewer Segments

Commercial
Use - 76 acres

Proposed Lakeland
Place Pump Station

GLP Capital tract

Thompson Gas

Glendwell & Joann
Lloyd tract

Ameristore

Ameritech Tire & Auto

Potomac Metals

Forrest Avenue
Pump Station

RANSON

TASK ORDER #7 EXHIBIT

Base mapping produced by City of Ranson

Existing Pump Station	Parcel Boundary - Approximate	T3 - Sub-Urban
Private Pump Station	RR - Rural Reserve	T4 - General Neighborhood
Proposed Pump Station	R-6 - R-6 Residential	T4O - General Neighborhood Open
Existing Gravity Main	R-7 - R-7 Residential	T5L - Town Center Limited
Existing Force Main	HC - Highway Commercial	T5 - Town Center
Proposed Gravity Main	RC - Racetrack Commercial	SD - Special District
Proposed Force Main	I - Industrial	CS - Civic Space
Existing Stormwater	SCNC - Smart Code New Community	MUX - Mixed Use - Retired
Proposed Stromwater	T1 - Natural	NCX - Neighborhood Center Mix - Retired
Railroad	T2 - Rural	UCX - Urban Commercial - Retired

15" Trunk Sewer

MH-20C

MH-20

MH-20D

Alternate Sewer Alignment

MH-8E

MH-8M & MH-8N

Forrest Ave. PS

OVERALL PLAN

CITY OF RANSON
FORREST AVENUE TO ROUTE 9
SANITARY SEWER TRUNKLINE PLAN & PROFILE
Ranson Corporation
Jefferson County, West Virginia

ALLEGHENY SURVEYS, INC.
401 S. Fairfax Blvd., Suite 3
Ranson, WV 25438
www.alleghenysurveys.com
Ranson, WV Office
Phone: (304) 724-5008
Fax: (304) 724-5010

DRAWING NO.	2
PROJECT NO.	167-43-R-14
PREPARED	LDM
DRAWN BY	LDM
PARTY CHIEF: MM	
RESEARCH: RKB	
SURVEYED: RKB	
FIELD CREW: MM/A.J.	

Plan Number	
Drawn By	LDM
Designed By	LDM
Checked By	LDM
Date	APRIL 2015
Scale	1" = 150'
Sheet	2 of 8
File Number	167-43-R-14

NO.	DATE	DESCRIPTION	BY
1	5/1/2015	Revisions per 5.1.14 DEP comments	LDM

LISA D. McCAULEY
REGISTERED
NO. 11740
STATE OF
WEST VIRGINIA
PROFESSIONAL ENGINEER
ENGINEERS SEAL & SIGNATURE

Plotted: May 01, 2015 at 1:54pm
G:\Projects\2014 Proposals and Projects\16714 City of Ranson Sewer 167-43-R-14\CAD\DELIVERABLES\2-OVERALL.dwg

CHARLES TOWN UTILITY BOARD

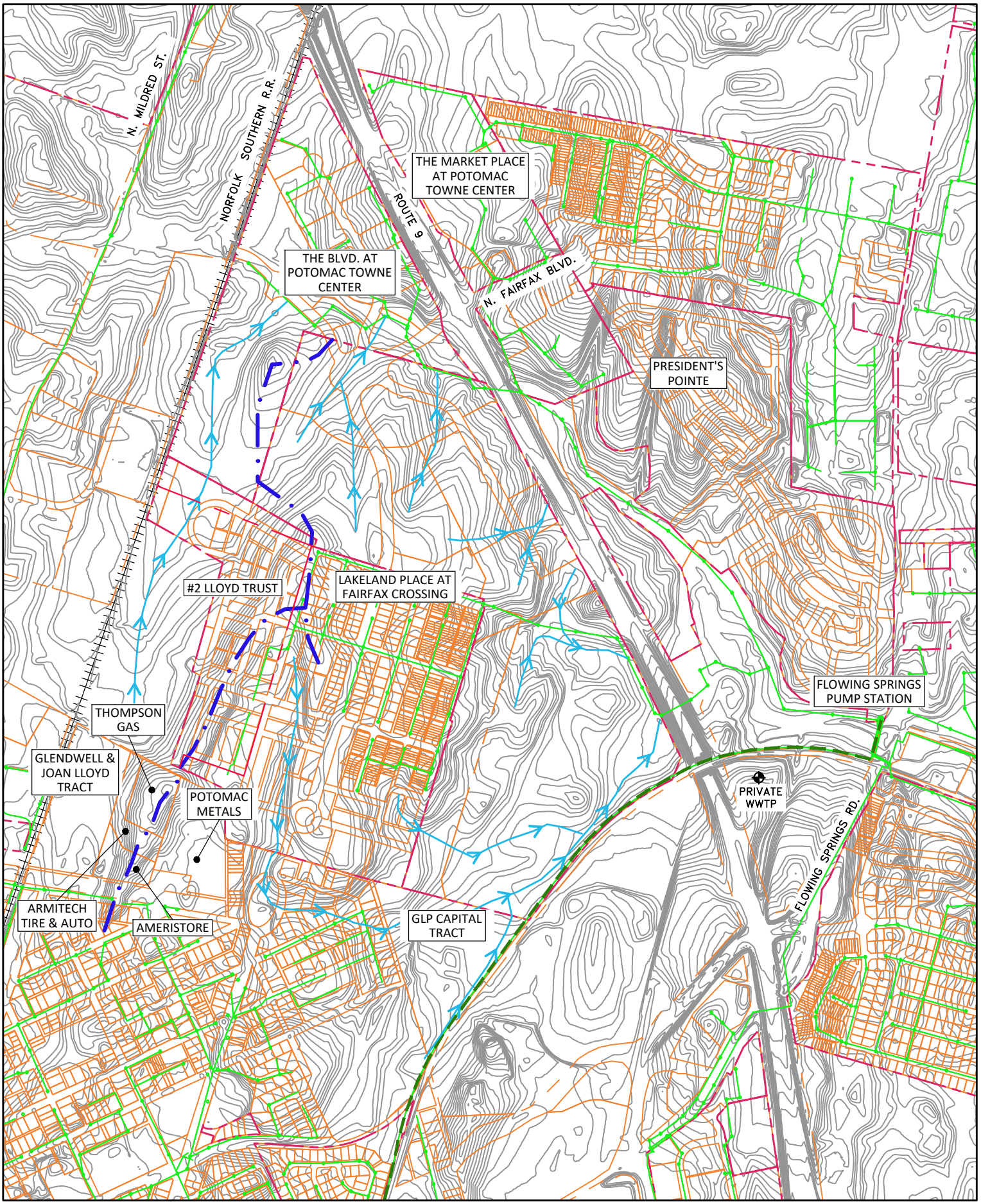
TO #7 Fairfax Crossing Evaluation 12/5/2019

Opinion of Probable Construction Cost Travers

Relocated Forrest Avenue Pump Station

Item	Quantity	Unit	Unit Price	Total
General Conditions & Mobilization (~5% of subtotal)	1	LS	$ 42,000.00	$ 42,000
Site Survey/Layout	1	LS	$ 5,000.00	$ 5,000
Sediment Control	1	LS	$ 7,500.00	$ 7,500
Clearing, Grubbing & Stripping Top Soil	1	LS	$ 2,000.00	$ 2,000
Gravity Sewer - 12" (0'-8' deep)*	544	LF	$ 175.00	$ 95,200
Gravity Sewer - 12" (>8' deep)*	200	LF	$ 350.00	$ 70,000
Manholes (up to 8' deep)*	4	EA	$ 2,500.00	$ 10,000
Manholes (>8' deep)*	80	VF	$ 100.00	$ 7,950
Lakeland Place Pump Station	1	LS	$ 650,000.00	$ 650,000
Site Landscaping (at PS and side yard)	1	LS	$ 5,000.00	$ 5,000
Demolition of Existing PS (by CTUB staff)	0	LS	$ 12,000.00	$ -
			SUBTOTAL	$ 894,650
			Contingency (20%)	$ 178,930
			TOTAL	$ 1,073,580
			SAY	**$ 1,070,000**

Property	EDUs	% Total	Responsibility	Pro Rata Cost
Lakeland Place at Fairfax Crossing				
Residential Lots - Phase IIIB *	81	43%	FFX Crossing IIIB	$ 456,158
Forrest Avenue Pump Station				
Residential Lots (existing)	38	20%	CTUB	$ 214,000
Church of Christ	1	1%	CTUB	$ 5,632
Residential Lots (redeveloped)	70	37%	Fut. Developer	$ 394,211
Total EDUs =	**190**			$ 1,070,000
			TOTAL CTUB =	**$ 219,632**
			FFX Crossing IIIB =	**$ 456,158**
			Future Developer(s) =	**$ 394,211**
CURRENT CTUB includes Future Developer(s) =				**$ 613,842**



SEWERSHED EXHIBIT

CHARLES TOWN UTILITY BOARD
TO #7 Fairfax Crossing Evaluation
Sewer Capacity Calculations

12/19/2019
Travers

HATCH

Sewershed Flows, 12-inch Sewer under Route 9 to 15-inch Trunk Sewer within stream valley flowing to Flowing Springs Pump Station

Property No.		Use	Acres	Avg. Daily Flows* (gpd)	EDUs	Percent Total EDUs		
--	Lakeland Place at Fairfax Crossing							
1	Residential Lots	current	--	49,680	276	17%		
2	** Commercial (west of Route 9)	future	76	76,000	422	26%		76 acres, Potomac TC tract
3	Residential Lots - Phase IIIB	future	41.8	82,620	459	28%		11.0 units/acre per Sketch Plan-9, dated 2/27/2019
4	Other Residential (per LDP)	future	21	34,020	189	11%	(Note 2)	only part of Lloyd tract assumed flowing toward Lakeland Place; 9.0 units/acre are assumed through discussion with Ranson
--	Forrest Avenue Pump Station							
5	Residential Lots	current	--	6,840	38	2%		served by Forrest Ave. Pump Station
6	Church of Christ	current	--	180	1	0%		at 2 gal/member = 90 members
7	Residential Lots	future	--	12,600	70	4%	(Note 5)	assumes townhouse redevelopment adjacent to Lakeland Place
8	Potomac Metals***	future	11.1	5,550	31	2%		current use is recycling center
9	Thompson Gas***	future	3.8	1,900	11	1%	(Note 3)	current use is Thompson Gas
10	Ameritch Tire & Auto***	future	3.1	1,550	9	1%	(Note 3)	current use is tire and auto services
11	Ameristore***	future	3.1	1,550	9	1%	(Note 3)	current use is self storage
12	GLP Capital (triangular tract)****	future	19.6	23,220	129	8%		Jeff. Co. zoning: residential/light industrial/commercial
		Total Flow (gpd) =		*295,710*				
				Total EDUs =	**1644**		(Note 4)	
							peak factor =	3.32
					682		GPM (peak)	682 gpm < 876 gpm (critical segment TBD)
								capacity OK assume 12" at 0.40% slope

EDU - Equivalent Dwelling Unit AMLEA - *Alternate Mainline Extension Agreement*

Note 1 - the original AMLEA for Lakeland Place, date 12/14/2004 computed 131,880 gpd design flow (203 single family, 208 townhouses, 72 apartments, 35 apratments/mixed-use commercial, and 15.99 acres of mixed-use commercial.

Note 2 - It is unclear if, or how much of, Property #4 will drain toward Lakeland Place, but it is added as a possibility.

Note 3 - Properties #9-11 were conservatively added to the sewershed as they are located on the drainage divide. If redevloped with adjacent Lloyd property, the sewage flows will most likely be directed toward the existing system through the City of Ranson.

Note 4 - The computed flows and the resultant EDUs are 2.2 times the original 131,880 gpd design flow outlined in the Lakeland Place AMLEA, dated 12/4/2004 between the City of Ranson and Fairfax Crossing. It is noted that Properties #4 and #5-12 are outside of the original Lakeland Place AMLEA. The computed flow of these tracts/lots equal 87,410 gpd or 66% of the original design flow. Without these properties, the computed flows are 1.6 times the original 131,880 gpd design flow outlined in the Lakeland Place AMLEA.

Note 5 - 70 townhouses assumes a slightly lower density of 7 units/acre on ~10 acres due to topography and the adjacent larger residential lots.

* Each residential lot = 1 EDU; 180 gpd = 1 EDU; which accounts for I&I within the system
** Commercial use planned at 1000 gpd/acre for Commercial use per Lakeland Place AMLEA, dated 12/4/2004
*** Sewage flows based on site acreage = 500 gpd/acre for Industrial Use, WV Design Loading (Table 64-47-B) (using flows > existing use for planning purposes)
**** Density assumed similar to earlier phases of Lakeland Place (249 units on 42 acres = 6.6 units/acre)

typical capacity of gravity sewers

dia.	slope (%)	capacity (GPM)	Equivalent EDU*	Notes
8	0.40	297	719	
10	0.40	538	1305	
12	0.40	876	2124	AMLEA referenced in Note 1 above, indicated that the 12" sewers would be designed at a minimum slope of 0.40%, but as-built drawings are not available, so field survey of the system is necessary to verify system slopes.
	* using peaking factor =	3.30		

City of Ranson Route 9 Infrastructure Project

COMPUTATION OF CAPACITIES OF GRAVITY SEWERS

Ranson 7,000' Sewer (Note 1)

u/s mh	d/s mh	dia.	u/s inv	d/s inv	LF (Note 6)	slope %	capacity (GPM) (Note 2)	
Sewers through The Boulvard at Potomac Towne Center								
11D	11C	10	487.84	487.05	291	0.27	442	(Notes 3, 4)
11C	11B	10	486.95	485.05	380	0.50	602	(Note 3)
11B	11A	10	483.10	477.90	72	7.22	2,288	(Note 5)
Serving The Boulvard at Potomac Towne Center (under Route 9)								
11A	11-2	12	475.91	472.69	87	3.70	2,665	
11-2	11	12	472.59	469.76	296	0.96	1,357	
Trunk Sewer in stream valley to Flowing Springs PS								
11	11-1	15	469.76	469.46	179	0.17	1,036	(Note 8)
11-1	12	15	469.27	468.00	224	0.57	1,898	
12	13	15	467.97	466.19	254	0.70	2,103	
13	14	15	466.19	464.04	245	0.88	2,358	
14	15	15	463.94	460.54	396	0.86	2,331	
15	16	15	460.52	456.17	396	1.10	2,636	
16	17	15	456.06	454.72	380	0.35	1,487	
17	18	15	454.67	453.33	345	0.39	1,570	
18	19	15	453.28	449.40	337	1.15	2,696	
19	20	15	449.34	446.97	337	0.70	2,103	
20	21	15	446.97	445.01	358	0.55	1,864	
21	22	15	444.99	442.86	399	0.53	1,830	(Note 9)
22	FSPS	15	442.82	438.49	399	1.09	2,624	
Serving Lakeland Place at Fairfax Crossing								
20D1	20D	12	452.98	452.97	20	0.05	310	(Note 7)
20D	20C	12	452.87	452.17	129	0.54	1,018	(Note 7)
20C	20B	12	452.07	451.25	147	0.56	1,037	
20B	20A	12	451.21	447.97	287	1.13	1,473	
20A	20	12	447.96	446.97	158	0.63	1,100	

Note 1: MHs and LFs are based on design info, and differ slightly but not significantly from those shown on Figures 9 and 10 which are based on Ranson GIS info.

Note 2: Capacities are computed using a Manning "N" factor of 0.015.

Note 3: This pipe was reportedly designed and constructed as 8" diameter at 0.50%, but was reportedly upsized to 10" diameter.

Note 4: Computed slope of 0.27% is probably closer to 0.50%. It is computed using an as-built invert for MH 11D and a design invert for MH 11C.

Note 5: This pipe was reportedly designed and constructed as 8" diameter at 7.22%, but was reportedly upsized to 10" diameter.

Note 6: MHs and LFs are based on design info, and differ slightly but not significantly from those shown on Figures 9 and 11 which are based on Ranson GIS info.

Note 7: no as-built information is available upstream of MH-20D. Assume that the MH-20D to MH-20C is the critical segment serving Lakeland Place at Fairfax Crossing.

Note 8: Limiting/critical segment for 15" trunk sewer downstream of The Boulevard, and the Market Place at Potomac Towne Center.

Note 9: Limiting/critical segment for 15" trunk sewer downstream of Lakeland Place.

City of Ranson Route 9 Infrastructure Project

GROWTH - TRIBUTARY TO RANSON 7,000' GRAVITY SEWER (Version 2.0, Note 5)

Development	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	
Rt. 9 corridor flow into u/s end of 10"														
Blackford Village	0	0	0	0	0	0	0	0	0	0	0	0	0	
BOE site (fmr. Lloyd Property)	0	0	0	0	0	0	0	0	0	0	0	0	0	
Bridgeforth Property	0	0	0	0	0	0	0	0	0	0	0	0	0	
Burr Business Park (Note 1)	0	0	0	0	27,000	0	6,264	0	6,264	0	6,264	0	6,264	
Clay Hill Farm - North	0	0	0	0	0	0	0	0	0	0	0	0	0	
Clay Hill Farm - South	0	0	0	0	0	0	0	0	0	0	0	0	0	
Day-Care Center	0	0	0	0	833	0	0	0	0	0	0	0	0	
Harvest Hills	0	0	0	0	0	0	0	0	0	0	0	0	0	
Jefferson Orchard - East	0	0	0	0	16,500	0	16,500	0	16,500	0	16,500	0	16,500	GPD (avg)
Jefferson Orchard - North	0	0	0	0	0	0	0	0	7,500	0	7,500	0	7,500	
Jetts Farm flow (less W. Burr)	0	0	0	0	0	0	45,000	0	0	0	0	0	0	
Locust Knoll	0	0	0	0	0	0	12,924	0	12,924	0	12,924	0	12,924	
Locust Knoll - West	0	0	0	0	0	0	0	0	0	0	0	0	0	
Miller Property	0	0	0	0	0	0	0	0	0	0	0	0	0	
North Ranson Development	0	0	0	0	0	0	0	0	0	0	0	0	0	
ROXUL	0	0	40,000	0	0	0	0	0	40,000	0	0	0	0	
Shenandoah Junction	0	0	0	0	0	0	28,800	0	0	0	0	0	0	
Tackley Mill	0	0	0	0	0	0	0	0	0	0	21,600	0	21,600	
			69		77		267		411		524		636	GPM (peak)
			cum. 2017-2019		cum. 2020-2021		cum. 2020-2023		cum. 2020-2025		cum. 2020-2027		cum. 2020-2029	
Feeder flow into 10"														
Boulevard at PTC, MH-11 (Note 2)	6,627	675	12,150	2,700	2,700	2,700	2,700	3,375	3,375	3,375	3,375	0	0	GPD (avg)
			34		9		19		30		42		42	GPM (peak)
			cum. 2017-2019		cum. 2020-2021		cum. 2020-2023		cum. 2020-2025		cum. 2020-2027		cum. 2020-2029	
Feeder flow into 15"														
Lakeland Place at Fairfax Crossing, MH-20 (Note 3)	56,267	0	0	0	0	1,350	1,350	1,350	1,350	1,350	1,350	2,250	2,250	
Marketplace at PTC, MH-11 (Note 4)	15,925	270	270	162	162	162	162	0	0	0	0	0	0	GPD (avg)
President's Pointe, MH-__		0	0	0	0	0	0	0	0	0	675	1,080	1,080	
			126		1		6		11		16		28	GPM (peak)
			cum. 2017-2019		cum. 2020-2021		cum. 2020-2023		cum. 2020-2025		cum. 2020-2027		cum. 2020-2029	
All Sewershed Contributions			229		316		521		682		812		936	GPM (peak)
YEAR			2019		2021		2023		2025		2027		2029	
	438	5	291	16	262	23	632	26	488	26	390	19	378	EDU
	438	443	734	750	1012	1036	1668	1694	2182	2208	2598	2617	2995	cum. EDU

7,000' Gravity Sewer is shown in blue on Figure 9 of the Route 9 Sewer Design Report; figure 9 attached for reference

Note 1: 27,000 GPD = 150 EDU x 180 GPD/EDU. 150 EDU is the estimated interception in Options #3, #5 & #6 (existing Burr tenants constitute 167 EDU per Jefferson County Development Authority letter dated 7/15/2016).

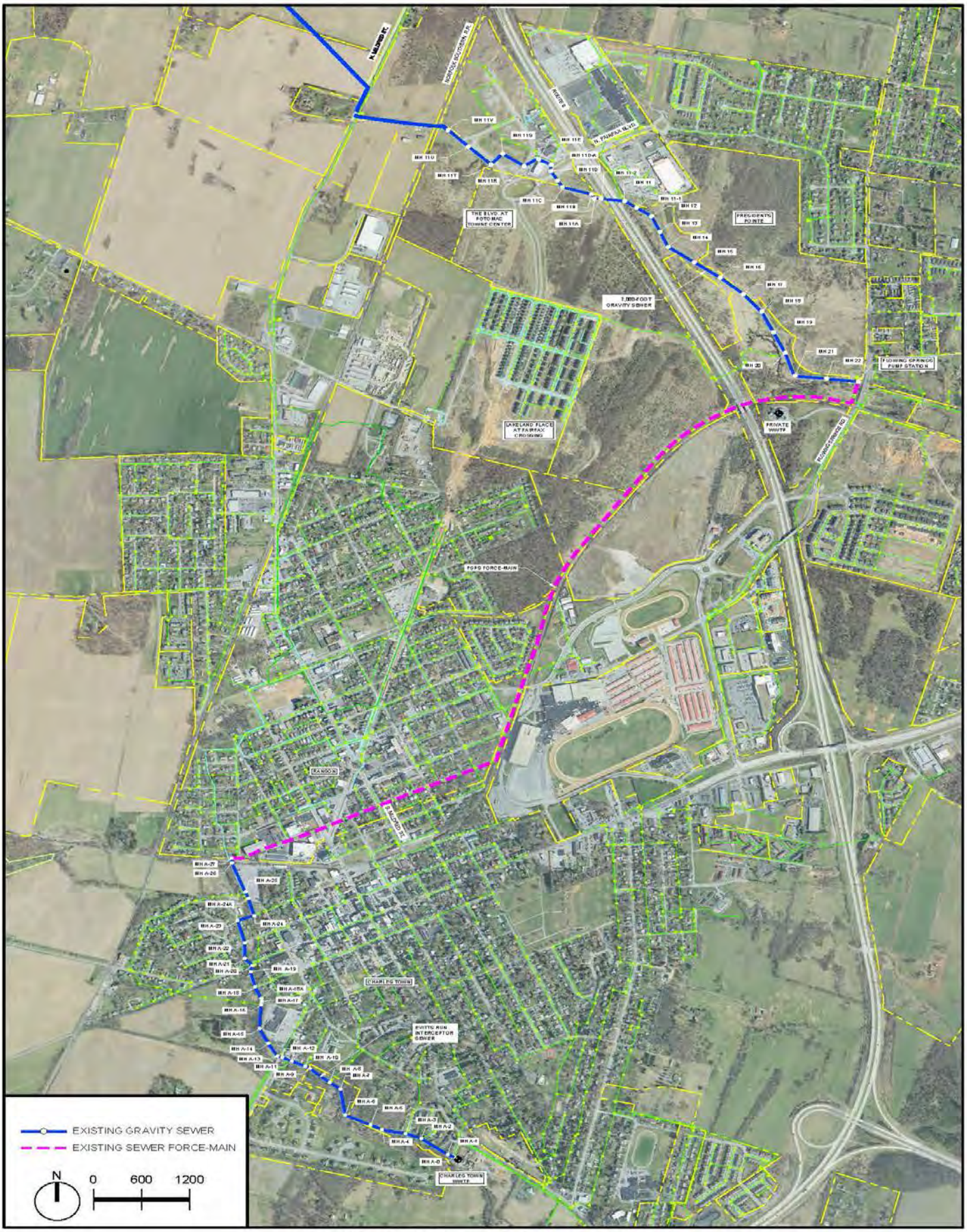
Note 2: 6,627 GPD = (198,810 GAL/MO) / (30 DAY/MO). 198,810 GAL/MO is for 12/1/2016-11/30/2017 per Jefferson Utilities, Inc.

Note 3: 56,267 GPD = 81,552 GPD - 15,925 GPD - 9,360 GPD. 81,552 GPD is per Ranson metering data for 1/1/2017-10/31/2017; 15,925 GPD is per Note 4 below; 9,360 GPD is per Note 2 on next page.

Note 4: 15,925 GPD = (477,756 GAL/MO) / (30 DAY/MO). 477,756 GAL/MO is for 12/1/2016-11/30/2017 per Jefferson Utilities, Inc.

Note 5: Version 2.0, prepared 7/12/2018, is an update of this "GROWTH" table from the "Route 9 Corridor Sewershed Study" dated 1/22/2018. Version 2.0 is for the use of Charles Town Utility Board as a planning tool.

Note 6 - Peaking factor (average to peak) = 2.5; Sewer Capacity Calculations use a computed peaking factor



ROUTE 9 INFRASTRUCTURE PROJECT

FIGURE 9
EXISTING DOWNSTREAM SYSTEM

N. FAIRFAX BLVD
100' R/W

PARK

Alley 3-TEE

16th AVENUE
66' R/W

20' ALLEY

ALLEY # 2 SQ

16th AVE.

355' - 8" SS

NORTH FAIRFAX BOULEVARD
100' R/W

296' - 8" SS

94' - 8" SS

17th AVENUE
50' R/W

ALLEY #2

STALLION ST.
60' R/W

STALLION STREET

STEED ST.
60' R/W

400' of 8 inch PVC

274' of 8 inch PVC

139' of 8 inch PVC

STEED STREET

17th AVENUE
50' R/W

MARE ST.
50' R/W

MARE ST

Pump Station

96 Units flowing directly to Pump Station

Plotted: Dec 14, 2020 at 4:22pm
\\Intel_i5\c\Dwg\Fairfax3\PA\FC-UTIL-PROF_PA_2.dwg

REVISIONS

5283 Corporate Drive, Suite 300
Frederick, MD 21703
(301) 695-5814

PIEDMONT DESIGN GROUP

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© COPYRIGHT 2018

Units trib. to Pump Sta.
Fairfax Crossing
Ranson, WV

SEAL

SCALE: AS SHOWN

DESIGN: PSA	CHECK:	APPROVED

SHEET
SSPS

DATE: December 14, 2020

MOTORIZED PORTABLE CAMERA COMPARISON

	Envirosight Rovver X	Aries Portable Pathfinder	Cues C550 Crawler
Camera Head			
Pan/Tilt	√	√	√
Zoom (120X)	√	√	
Rear-Facing Camera	√	√	
Camera Lift	√	√	
Capture Photographs	√	√	√
Controller/Monitor			
Touchscreen	√	√	
Measure (Diameter)	√		
Measure (Slope)	√		
Inspection Report	√	√	√
Software Interface	**Very Intuitive**	**Intuitve**	**Not Intuitive**
Crawler System			
Pipe Diameters	**6"-24"**	**6"-15"**	**6"-18"**
Interchangeable Wheels	**22**	**30**	**20**
Tooless Wheel Assembly	√		
Sonde Transmitter	√	√	√
Nitrogen Pressure Kit	√	√	
Cable and Reel			
Cable Length	**1000 ft**	**1000 ft**	**1000 ft**
Manhole Guide System	√	√	√
Pricing	**$78,400.00**	**$80,985.00**	**$53,272.00**

A&H EQUIPMENT COMPANY

620 W Beaver St
Zelienople, PA 16063
1-800-753-7566

405 B Hagy Way
Harrisburg, PA 17110
Fax: 717-724-0310

241 E. Garrett St
Somerset, PA 15501
Fax: 814-444-6459

June 22, 2022

ENVIROSIGHT *ROVVER X* CAMERA SYSTEM PROPOSAL *FOR:*

Charles Town Utility Board 661 S George St Charles Town, WV 25414

Equipment available on the SOURCEWELL PURCHASING CONTRACT

Standard ROVVER X HD System w/ 1,000' cable reel & Basic WinCan VX Software & WinCan cloud capable Includes VC500 pendant controller with desk mount and US Connector PC-VC, RX90 Pan & Tilt 120:1 Zoom Camera, RX130 Crawler with 6-wheel drive & proportional steering, Rearview Camera built-in, inclination reading, built-in Sonde (512hz transmitter), Electric clutch for ability to freewheel crawler if desired, RAX300 Auto Cable Reel with 1,000' Of Kevlar coated 1,000lb break-strength cable. Additional accessories include emergency stop cable for reel, mounting frame, camera & crawler pressurization kit. Wireless Remote included for camera/crawler operation.
6-24" INSPECTION SYSTEM; OPTIONAL CARRIAGE & LIFT ACCESSORIES FOR LARGER DIAMETER PIPE

QUICK-CHANGE WHEEL SYSTEM
Including 6 hubs, 6 small rubber wheels, 4 medium rubber wheels, 4 large rubber wheels and 2 climber wheels

Tiger Tail, Manhole Roller & Crawler Lowering Device included

SYSTEM TOTAL : $78,400.00

Option: Set of Medium Carbide Wheels for 8" pipe diameter & larger. Ideal for PVC $ 2,540.00

**Includes on-site training*

***SIGNATURE:**_____ **DATE:**_____*

***PO# (if applicable):**_____*

ROVVER X

Envirosight

Responsive Controls

Control multiple camera and crawler functions at once. • View live and recorded video directly on controller. • Enhance productivity with custom controls. • Use macros to automate inspection tasks like joint scanning. • Access specialized functions using intuitive touchscreen interface.



Recording

Store digital video and images, and export them via USB media or network port. • Review footage directly on screen.

Reporting

Log observations on touchscreen. • Use standard or custom defect catalogs. • Generate simple reports, or use WinCan for full reporting. • Overlay text on video without external hardware. • View system status and operating history.













WinCan VX software now comes standard with every ROVVER X system. WinCan VX lets you database your inspections, deliver detailed reports, share projects via the cloud, map your data, and achieve PACP compliance.

And upgrading your license gives you access to: [illegible] • advanced reporting • network installation and enterprise database (Oracle, SQL) • links to municipal apps (Arcgis, Hansen, Maximo, Cityworks, GIS, Cartegraph)



Remote Control

Supplied standard, this single-channel wireless remote lets you control camera, crawler, lift and reel.

Visibility

Capture superior video resolution. • Illuminate distant targets with 50% brighter LED light. • Boost illumination in large pipelines with auxiliary lamp. • See ahead flow with high-mount rear view camera plus additional rear view camera on auxiliary lamp.



Adaptability

Remotely adjust camera height over 7" range with lift accessory. • Handle pipe of any size, material and condition with 12 wheel options. • Extend height and wheelbase with carriage accessory for inspection up to 72" diameter.



Maneuverability

Control any number of camera and crawler functions at once. • Pivot in place with zero-degree turning. • Use macros to automate tasks (like joint scanning). • Avoid high-centering on offsets and debris with oversized wheels.



Range

Crawl up to 1000' with standard reel. • Overcome obstacles with unmatched maneuverability and power. • Prevent tangles and maximize range with cable tension control. • Control reel direction, force, speed and mode directly from pendant.



Measurement

Inside pipe grade with inclinometer. • Monitor temperature/pressure with onboard sensors. • Locate crawler using built-in sonde. • Easily add laser profiling and side-scanning. • Size defects with twin lasers. • Avoid dips with warnings from inclinometer.



Field-Readiness

Inspect from truck, pickup or ATV using simple 3-component system. • Run off generator or inverter. • Inspect pipelines 6–72" diameter with single, reconfigurable crawler. • Store 1000' of strong, lightweight cable on compact, automated reel. • Transport system in compact, weatherproof enclosure.



The ROVVER X, Explorer, and Envirosight names and logos are trademarks of Envirosight LLC. © 2016 Envirosight LLC. All rights reserved. Made in the USA. Patents pending.

Onboard Intelligence

ROVVER X uses CAN-bus, the same technology found in modern automobiles. This gives it capabilities not available anywhere else:

Automatic Updates: When connected to the Internet, the pendant updates its firmware automatically, ensuring the latest features.

Concurrent Control: Digital communications let you control any number of camera, crawler and accessory functions at once.

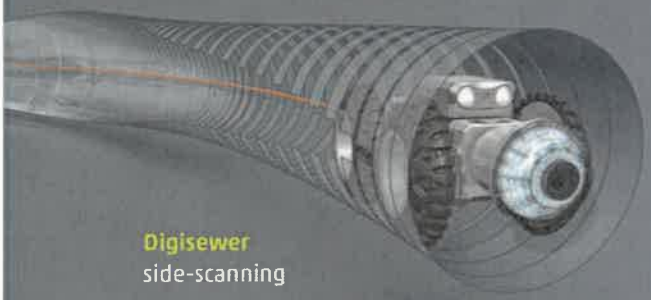


Agility & Uptime: With only six conductors, lightweight ROVVER X cable is easy to pull long distances, and also easy to reterminate. Kevlar gives it a 1000-lb. break strength, and a tough jacket maximizes abrasion resistance.

Future-Readiness: ROVVER X evolves with technology, which means its capabilities can grow with your needs.

Information: Access system status, from real-time sensor data to lifetime service and operating history.

Self-Diagnostics: Connect to a PC with ROVVER X Studio, and our technicians can log in to read error codes and run diagnostics.



Digisewer
side-scanning



SAT
lateral launch

system

ratings ..... CE, NRTL
power ..... 120-240 Vac, 60 Hz
viewing capability ..... pipelines 4–96" dia.

camera (RCX90)

imager ..... color ¼" CCD
resolution ..... 720 × 576 pixels
zoom lens ..... 120× (10× optical, 12× digital)
pressure rating ..... 1 bar
features ..... auto shutter; auto/manual focus
illumination ..... dimmable 40-LED array
articulation ..... ±145 deg tilt; infinite pan
measurement ..... twin laser diodes
sensing ..... temperature, pressure, pan/tilt
size ..... 6.6" × 3.1" × 2.8" (168 × 81 × 72 mm)
weight ..... 3.3 lb (1.5 kg)
materials ..... aluminum, stainless steel

crawler (RX130)

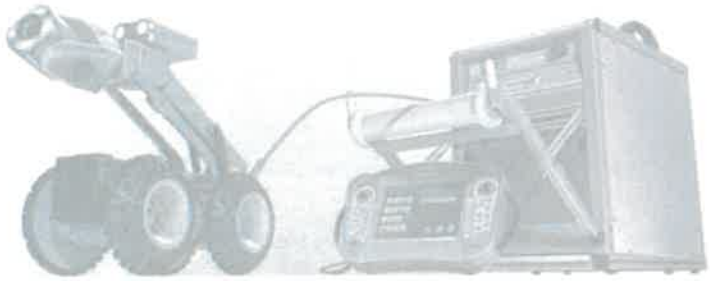
wheels 6
turn radius ..... down to 0.0"
camera ..... color rear-view with tri-LED lamp
sensors ..... pitch, roll, temperature, pressure
pressure rating ..... 1 bar
size ..... 12.2" × 4.4" × 3.2" (310 × 111 × 90 mm)
weight ..... 13.2 lb (6 kg)
materials ..... aluminum, stainless steel
sonde transmitter ..... 33 kHz / 512 Hz

control pendant (VC200)

controls ..... twin joysticks; push-button controls (power, lamp intensity, camera lift, zoom, focus, reel mode, pull force, crawl speed/direction); 10 soft keys; touchscreen
touchscreen ..... 8.4" color (800×600 pixels)
video capture MPEG-4 (H.256)
image capture ..... JPEG
storage ..... external USB; internal flash (64 GB)
connectivity ..... Ethernet
size ..... 13.5" × 9.3" × 3" (342 × 236 × 75 mm)
weight ..... 4.4 lb (2 kg)
firmware ..... VisionControl (auto-updating)
bundled software ..... VisionReport

aux. lamp (optional)

lamps ..... four (4) tri-LED lamps
dimensions ... 4.6"×5.2"×5.2" (117×132×132 mm)
materials ..... aluminum, stainless steel



cable reel (RAX300)

cable length ..... 1000' (300 m)
cable diameter ..... ¼" (6.5 mm)
cable weight ..... 0.03 lb/ft
cable strength ..... 1000 lb
cable conductors 6
controls (local) ..... power, emergency stop
controls (via pendant) ..... auto/manual, speed, forward/reverse, pull strength
sensors ..... tension, tilt
size ..... 24.2"×12.4"×19.3" (620×315×490 mm)
weight ..... 68.3 lb (31 kg)
connections ..... pendant, service, video in/out

camera lift (optional)

lift range ..... 3.1–10.2" (132–312 mm)
materials ..... aluminum, stainless steel

carriage (optional)

wheelbase (w/t) ..... 14.5"/12.2" (368/310 mm)
weight ..... 34.2 lb (15.5 kg)
materials ..... aluminum, stainless steel

aux. lamp/rear camera (optional)

forward illumination ..... twin tri-LED lamps
camera ..... color rear-view with tri-LED lamp
sonde transmitter ..... 33 kHz / 512 Hz
materials ..... aluminum, stainless steel

basic system

- RX130 crawler body
- RCX90 camera head
- RAX300 reel with 1000' cable
- VC200 control pendant
- VisionReport software
- WinCan VX software (basic)
- single-channel digital wireless remote control
- small rubber wheels (6)
- medium rubber wheels (4)
- medium grease wheels (4)
- climber wheels (2)
- large rubber wheels (4)
- crawler body transport case
- camera head transport case
- tools (wrenches, pressure kit)

options/accessories

- laser profiler
- DigiSewer side-scan camera
- lateral launch crawler/reel
- remote camera lift
- large-pipe carriage
- large- and small-dia. crawlers
- aux. lamp/rear-view camera
- desktop mount for pendant
- USB media for pendant
- wheel sets (see chart on flap)
- cable management accessories
- lowering devices
- WinCan VX software (advanced)
- other accessories

controls for ROVVER X **VC500**

immersive inspection

underground understood

Take command of sewer inspection with the new VC500. This next-generation touchscreen controlfor ROVVER X supports your entire inspection workflow–operating the crawler, overlaying text, recording video and creating reports. What's more, it uploads your inspections wirelessly to WinCan Web, the new cloud platform for sharing sewer inspection data. In seconds, you can send your findings to anyone with a web browser.



- Operate crawler and reel using two joysticks and intuitive touchscreen controls.
- Log observations and capture video and images to create standards-compliant inspections.
- Create sophisticated text and image overlays.
- Measure wall defects, obstructions, diameter, bends, branch angles, flow level and inclination.
- Create reports and wirelesly upload inspections to WinCan Web for secure online sharing.


report generation


measurement


inspection


WinCan Web upload



natural interaction

Auto-upright display lets you position joysticks where they're most comfortable. Gesture-sensitive touchscreen supports swiping, pinching and other interactions.



cloud connection

Upload your inspections via WiFi to WinCan Web, the new cloud platform for accessing sewer data instantly and securely via any browser-enabled device.



Envirosight

www.envirosight.com • (866) 936-8476

Golden Equipment Company, Inc.

393 Mars Valencia Road
Mars, PA 16046
800-242-1494 ph
724-625-3744 Fax

QUOTE# 06142022BG

QUOTATION

Customer Information

Contact
Company **City of Charles Town**
Address **101 East Washington Street**
City **Charles Town** State **WV** Zip Code **25414**
Phone **304-725-2311** Email

Date June 14, 2022
Expiration July 31, 2022
Salesman
Terms Per Contract
Delivery TBD
FOB Aries

Item#	Qty	U/M	Part#	Description	Unit Price	Extended
1	1	ea	PF Mobile	Aries Portable Pathfinder System Including: PE3430 Camera, TR3320 Transporter for 6" -15" lines , UC3400 Universal Controller, PR3400 portable reel with 1000' of cable and manhole guide system. Per attached Component List	$80,985.00	**$80,985.00**

Subtotal		
Shipping & Handling		
Taxes		
Other		
TOTAL		$80,985.00

The trusted dealer in pipeline inspection and rehabilitation equipment

Please visit our website: www.goldenequipmentcompany.com

Golden Equipment Co., Inc terms and conditions of sale for this quotation are available upon request

Note: Any and all applicable sales tax will be added to the invoice

ARIES
INDUSTRIES, INC.

City of Charles Town
June 14, 2022

Mobile Pathfinder Inspection System

This sewer television system is delivered complete, ready for operation. The system includes a pan & tilt camera and transporter with inspection capacity from 6" to 36" lines.

1 **Aries Mobile Pathfinder UC3400 All-in-One Controller, with features including:**
- 8.4" color flat screen TV monitor
- Sealed connector for interconnect cable to reel
- Camera controls
- Tractor controls
- Reel controls
- Internal digital video recorder
- VL5000 data display control module
- Alphanumeric full "QWERTY" keyboard for video titling and report data input

1 Storage and transportation case

1 **Extended interconnect cable tether and hub assembly, cable reel to all-in one control unit**

1 **Laptop computer interconnect cable kit**

1 **Aries PE3430 Pathfinder series zoom, pan & tilt camera w/ high-intensity LED lighting and integrated self-cleaning lens wiper system, including:**
- Pathfinder zoom pan and tilt camera w/ multi-axis infinite rotation
- Integrated on-demand self-cleaning lens wiper system
- 120X zoom (10X optical & 12X digital)
- High-resolution 480(V) x 720(H) output
- Auto-focus with manual override
- Auto-iris with manual override
- Maintenance-free forward-facing white LED lighting located in the camera forks
- Maintenance-free directional white LED lighting that follows the camera's field of view
- White balance optimization with (4) selectable settings
- High-sensitivity camera sensor for low-light applications
- "Starlite" low-light level amplification feature with (4) user selectable amplification steps
- Automatic home feature with forks at top and bottom of camera head
- "One Touch Scanning" feature with (2) user selectable continuous joint scan presets
- "Quick Look" preset view positions (6) (Up, Down, Right, Left, Lat R, Lat L)
- Robust, environmentally sealed camera for use in live pipe, including:
  - Scratch-resistant sapphire lens window
  - Camera recessed behind forks for frontal impact protection
  - Camera housing with hardened metal finishes and non-corrosive metals
  - Recessed fasteners & no camera protrusions
- Proportionately slowed camera movements when zooming
- Fast-check internal pressure monitoring system
- On-screen camera diagnostics functions including:
  - Camera internal pressure, temperature, operating hours, internal power regulated voltage value, camera model, serial number, firmware revision, control error recognition, LED current value.

1 Camera storage and transport case

1 Camera nitrogen recharge kit

MB

1 Aries TR3320 Pathfinder steerable self-propelled transporter for 6" to 24" lines, including:

- 1 Tractor assembly with continuous duty drive motors
- 6 Rubber wheels, 3" diameter
- 4 Rubber wheels, 4" diameter
- 4 Extended hub rubber wheels, 4" diameter
- 4 Extended hub rubber wheels, 5" diameter
- 1 Remotely-operated electric camera lifting mechanism
- 1 Fast-check pressure monitoring system
- 1 Rear viewing camera with LED lighting
- 1 512 Hz internal locating beacon
- 1 Storage and transport case
- 1 Set maintenance parts

4 Double wide "dually" extended hub wheels for larger lines, 5" diameter

2 Carbide impregnated high traction wheels, 3" diameter
2 Carbide impregnated high traction wheels, 4" diameter
2 Extended hub carbide impregnated high traction wheels, 4" diameter
2 Extended hub carbide impregnated high traction wheels, 5" diameter

1 Mobile Pathfinder PR3400 cable and reel assembly, with features including:

Lightweight frame with casters and handles
Drum and motor assembly with clutch and cable level wind assembly
Sealed continuous contact collector assembly, 12-slip rings minimum
Distance meter encoder
Emergency hand crank arm
Emergency stop push button switch
1000' of lightweight low friction multi-conductor cable
AC power switch
Universal power input plug with cord
Cable guide roller, removable, handle mounted

1 Cable manhole guide system including:

- 1 Manhole top roller assembly
- 1 Insertion and extractor pole assembly and tractor adapter
  - 3 Quick lock extension poles, fiberglass
- 2 Additional fiberglass extension poles
- 1 Tiger tail bottom cable guide

2 Operation / maintenance and spare parts manuals
1 Maintenance tool kit
1 Delivery of system
1 One year warranty, TV system

Eastcom Associates, Inc.
185 Industrial Pkwy, Suite G
Branchburg, NJ 08876
Phone: (908) 722-7774
Fax: (908) 722-9299
www.EastcomAssoc.com

QUOTATION



Quote # WV05252022JV
Date: 5/25/2022

Company: Charles Town Utility Board
832 South George St.
Charles Town, WV 25414

Attn: Joe Burris
Phone: (304) 724-3280
Email: jburris@charlestownutilities.us

Qty	Part No.	DESCRIPTION	Item Price	Amount
1	SSP	Cues C550 Crawler Inspection Camera System - Small Stand	$52,622.00	$ 52,622.00
		Items included:		
		Powered Drum 1000' cable with Swivel		
		P354 Crawler (6"- 18" Pipe)		
		Command Module & Pendant Controller		
		Pan/Tilt Camera & Small Elevator		
		3" Small PVC Grit Wheels & Adaptors		
		Medium Wheel Set		
		3" Intermediate Wheel Set		
		Down Hole set (Top/Bottom roller, rope, poles)		
		Downhole (Hook and strap kit)		
		5m Link Cable		
		Localization Pack (Software, grease, mains cable, USB interface cable, Accessory Bag)		
		C550 Cable Blanking Tow Eye		
		Estimated Shipping Charges		$650.00
		On-Site Equipment Training		INCLUDED
			Quote Total	**$ 53,272.00**

Sales Tax: *For Shipments to NJ or NY, Add Applicable Local Sales Tax*
Payment Terms: *Net 30 Days (w/approved credit), or Credit Card. Business Financing Options are Available*
Delivery: *2 Weeks ARO*
Freight: *Ground Insured Freight Charges Prepaid and Added*
Quote Validity: *30 Days*

Thank you for your interest in our products and the opportunity to provide this quotation.
Please contact us with any questions or to place an order.

Prepared By: **Jim Verga**
CC: **Dennis Cinelli**

☆ Push Camera ?
☆ Locator ?
☆ Support ?

Eastcom Associates, Inc.
185 Industrial Pkwy, Suite G
Branchburg, NJ 08876
Phone: (908) 722-7774
Fax: (908) 722-9299
www.EastcomAssoc.com

QUOTATION







Quote # WV05262022JV
Date: 5/26/2022

Company: Charles Town Utility Board
832 South George St.
Charles Town, WV 25414

Attn: Joe Burris
Phone: (304) 724-3280
Email: jburris@ctubwv.com

Qty	Part No.	Description	Item Price	Amount
1	10/542NTSC2-60-ADD	Flexiprobe 542 NTSC Add-On with 200'/60m reel, 512Hz flexisonde, with 2"/50mm NTSC camera, skid ball and skids set 16'/5m C550 Controller to P340/540 reel link cable, accessory bag	$6,929.00	$6,929.00
			Quote Total	**$ 6,929.00**

Sales Tax: *For Shipments to NJ or NY, Add Applicable Local Sales Tax*
Payment Terms: *Net 30 Days (w/approved credit), or Credit Card. Business Financing Options are Available*
Delivery: *2 Weeks*
Freight: *Ground Insured Freight Charges Prepaid and Added*
Quote Validity: *30 Days*

Thank you for your interest in our products and the opportunity to provide this quotation.
Please contact us with any questions or to place an order.

Prepared By: **Jim Verga**
CC: **Dennis Cinelli**

ARTICLE 921

Sewers

921.01 Definitions.
921.02 General.
921.03 Use of public sewers required.
921.04 Customer relations.
921.05 Customer service pipes.
921.06 Sewer user charges.
921.07 Deposits from customers.
921.08 Billing information.
921.09 Adjustment of bills and complaints.
921.10 Discontinuance of service.
921.11 Access to properties.
921.12 Detrimental wastes.
921.13 Admission of industrial wastes.
921.14 Grease traps.
921.15 Validity.
921.16 Sewer service rates.
921.17 Specifications for sewer lines.
921.18 Severability.

CROSS REFERENCES

Power to collect charges - see W. Va. Code 8-12-5(32), 16-13-16
Review by Public Service Commission - see W. Va. Code 24-2-4(b)
Deposit limitations - see W. Va. Code 24-3-8
Sanitary Board - see ADM. Art. 139

921.01 DEFINITIONS.

Unless the context specifically indicates otherwise, the meaning of terms used in this article shall be as follows:

(a) "Applicant" means a person, firm, corporation, municipality, public service district or any other entity that applies for sewer service.

(b) “Available sewer service.” Sewer service will be deemed available to a customer when a main is installed and maintained by the utility in such location and at such distance from the user's premises as may be provided by city ordinance or by the rules of the utility: Provided, that service shall not be deemed to be available unless the sewage will flow by gravity or be transported by such other methods approved by the Bureau for Public Health including, but not limited to, vacuum and pressure systems, approved under W. Va. Code §16-1-9, from the customer's point of service into the utility service pipe.

(c) Billing Related Definition:

(1) “Bill due date” means the date when the utility mails the bill.

(2) “Latest pay date” means the last date, which shall be no sooner than the 20th day following the date the utility mails the bill, that the bill may be paid without incurring a late payment penalty. Such date must be stated on the face of the bill.

(3) “Delinquent bill” means any bill issued by a public service district that has not been paid within twenty (20) days of the bill due date; or any bill issued by a sewer utility that is not a public service district within thirty (30) days of the bill due date. Such date must be stated on the face of the bill.

(d) "B.O.D." or "Biochemical Oxygen Demand" means the quantity of oxygen expressed in milligrams per liter, utilized in the biochemical oxidation of organic matter under standard laboratory procedures of five days at twenty degrees centigrade.

(e) "Building drain" means that part of the lowest piping of a drainage system which receives the discharge from soil, waste, and other drainage pipes inside the walls of the building and conveys it to the customers service line, and/or to the lateral sewer.

(f) "City" means the City of Charles Town, West Virginia.

(g) "Council" means the City Council of the City of Charles Town, West Virginia.

(h) “Commercial Service” means service to each separate business enterprise, occupation or institution occupying for its exclusive use any units or units of space as an entire building, entire floor, suite of rooms or a single room, and using water for such incidental use as the schedule of rates applicable to the particular installation may permit. Commercial service shall apply to all stores, offices, hotels, wholesale houses, garages, display windows, signs, theaters, barber and beauty shops, churches, opera houses, auditoriums, lodge halls, school houses, banks, bakeries and any other space occupied for commercial purposes. Any rooming house, lodging house, resort, inn or tavern renting more than four (4) rooms to strangers or transients without any previous agreement for accommodation or as to the duration of stay shall be classed as a hotel and as such it comes under the commercial classification.

(i) “Commission" means whenever in this ordinance the words "Commission" or "Public Service Commission" appear, such word, or words, shall, unless a different intent clearly appears from the context, be taken to mean the Public Service Commission of West Virginia.

(j) "Customer" shall mean and include any such person, firm, corporation, municipality, public service district or any other entity who purchases a product or services of any utility and shall include any such person, firm, corporation, municipality, public service district or any other entity who purchases such services or product for resale.

(k) "Customer's Service Pipe" shall be that portion of the service pipe from the point of service to the structure or premises, installed at the cost and expense of the customer.

(l) "Garbage" means the animal and vegetable waste resulting from the handling, preparation, cooking, and serving of foods.

(m) "Improved property" means any property located within the City upon which there is erected a structure intended for continuous or periodic habitation, occupancy or use by human beings or animals and from which structure sanitary sewage and/or industrial wastes are or may be discharged.

(n) "Industrial waste" means any solid, liquid or gaseous substance or form of energy rejected or escaping in the course of any industrial manufacturing, trade or business process or in the course of the development, recovery or processing of natural resources, as distinct from sanitary sewage.

(o) "Lateral" means that part of the sewer system extending from a sewer located in the street to the curb line; or, if there shall be no curb line, to the property line; or, if no such lateral shall be provided, then "lateral" means that portion of, or place in, a sewer which is provided for connection of any customer service line.

(p) "Moratorium" means a condition imposed on a utility by the Commission prohibiting service connections and/or reactivation of service for an entire system, or a portion thereof.

(q) "Natural outlet" means any outlet, including storm sewers and combined sewers, which overflows into a watercourse, pond, ditch, lake or other body of surface or groundwater.

(r) "Owner" means any person vested with ownership, legal or equitable, sole or partial, in any real property.

(s) "Payment" means a payment made by cash, check, credit card, debit card, or voucher accepted by the utility.

(t) "Person" means any individual, firm, company, association, society, corporation, partnership or group.

(u) "pH" means the reciprocal of the logarithm of the hydrogen ion concentration. The concentration is the weight of hydrogen ions, in grams, per liter of solution.

(v) "Point of service" means the utility's pipe and appurtenances which connect any utility service pipe with the inlet connection of a customer's service pipe at the customer's property line or elsewhere on the customer's property if provided for in a user's agreement. The utility shall own and maintain all facilities located between the point of service and the main.

(w) "Public Utility" except where a different meaning clearly appears from the context, the word, or words, "Utility" or "Public Utility" when used in these rules shall mean and include any person or persons, or association of persons, however associated, whether incorporated or not, including municipalities, engaged in the business of collecting, transporting, and/or treating sewage.

(x) "Residential Service" means service to a householder or a tenant, living in a separate house or separate apartment in an apartment building, using water and sewer for general household service. Should the owner of a multiple apartment building undertake to furnish water to his tenants as a part of their monthly rent, then such service shall be classed as "Commercial." In cases where a householder or tenant devotes some portion of the occupied building to commercial use and uses the remainder as a residence then the predominate use of water shall constitute the basis for classification as either residential or commercial.

(y) "Right of way" or "easement" means an acquired legal right for the specific use of land owned by others.

(z) "Sanitary sewage" means normal water-carried household and toilet wastes from any improved property. The preferred term is wastewater.

(aa) "Sanitary sewer" means a sewer controlled by the City that carries liquid and water-carried wastes from residences, commercial buildings, industrial plants and institutions.

(bb) "Sewer" means any pipe or conduit that carries wastewater, domestic drainage, sanitary wastes, or industrial wastes.

(cc) "Sewer Main" means sewer pipe owned, operated, or maintained by the utility located in a public right-of-way, street, alley, or private right-of-way, used for the purpose of collecting sewage and from which service connections for customers are taken. Any sewer pipe extending through a utility right-of-way across private property shall be a sewer main. Costs to install a sewer main across private property are subject to the cost-sharing provisions of Rule 5.5 of the Commission's "Rules for the Government of Sewer Utilities," 150CSR5.

(dd) "Sewer system" means all wastewater facilities, owned by the City, for collecting, pumping, treating and disposing of sanitary sewage or industrial wastes.

(ee) "Significant industrial user" means any industrial user that will contribute greater than ten percent (10%) of the design flow or design pollutant loading of the treatment works.

(ff) "Single-family dwelling" means any room, group of rooms, house trailer or other enclosure occupied or intended for occupancy as separate living quarters by a family or other group of persons living together, or by persons living alone.

(gg) "Slug" means any discharge of wastewater which in concentration of any give constituent or in quantity of flow exceeds for any period of duration longer than fifteen minutes and is more than five times the average twenty-four hour concentration of flows during normal operation and shall adversely affect the sewer system and/or performance of the wastewater treatment works.

(hh) "Suspended solids" means those solids which are visible and in suspension in the water. Included are the larger floating particles consisting of sand, grit, clay, fecal solids, paper, sticks of wood, particles of food and garbage, and similar materials.

(ii) "Temporary Service Connection" means one which is installed for temporary use; provided that the customer's premises is located on a lot having a curb line abutting on that part of a street or public right-of-way in which there is located a utility sewer main extending along the total frontage of the lot on said street or right-of- way, unless otherwise agreed to by the utility.

(jj) "Utility Board" as used in this article shall mean the board created for the supervision, management, control and operation of the City Water and Sewerage system. Refer to Article 147 of the City of Charles Town Codified Ordinance.

(kk) "Utility Service Pipe" shall be that portion of the service pipe between the sewer main and the point of service, installed at the cost and expense of the utility.

(ll) "Wastewater facilities" means the structures, equipment, and processes required to collect, carry and treat domestic and industrial wastes and to dispose of the effluent. (Passed 3-5-07.)

921.02 GENERAL.

(a) This article has been enacted in compliance with requirements of the United States Environmental Protection Agency (EPA), ~~and~~ the West Virginia Department of Environmental Protection (DEP) and the West Virginia Public Service Commission (PSC).

(b) In accordance with EPA requirements this article shall be reviewed no less often than every two years. Particular items to be included in the review include the wastewater contribution of customers and customer classes and the total cost of operation and

maintenance of the wastewater facilities. As a result of the review Council shall revise the effective rates and charges to accomplish the following:

(1) Maintain the proportionate distribution of operation and maintenance costs among customers and customer classes;

(2) Generate sufficient revenue to pay the total operation and maintenance costs necessary to the proper operation and maintenance (including replacement) of the wastewater facilities; and

(3) Apply excess revenues collected from a class of customers to the costs of operation and maintenance attributable to that class for the next year and adjust rates accordingly.

(c) In general, sewer service charges shall be based upon the volume of water delivered to the customer's property. This volume is measured by the water meter serving the premises. In cases where a significant volume of the water delivered to the premises is not returned to the sanitary sewer system or water from another source is discharged to the sanitary sewer system the customer may request, or the utility may require, special flow measuring devices to properly measure the volume of waste water entering the sanitary sewer system. Such special flow measuring devices shall be furnished, installed, and maintained by and at the expense of the customer with the approval of the utility. In some situations suitable formulae may be used to determine waste water flow in lieu of special metering devices. Such formulae shall be approved by both the customer and the utility and are subject to the approval of the Commission. All flow meters used in serving bulk or resale customers shall be owned and operated by the utility providing service to the bulk or resale customer. (Passed 3-5-07.)

921.03 USE OF PUBLIC SEWERS REQUIRED.

(a) Being necessary and essential for the health and welfare of the inhabitants and residents of the City, all owners, tenants, or occupants of any houses, dwellings, and buildings located near sanitary sewers of the City, where sewage will flow by gravity, from such places into such sewers, are hereby required to connect with and use such sewers and other related works for the collection and disposal of all sewage and waste matter from such places.

(b) It shall be unlawful for any person to place, deposit or permit to be deposited in any unsanitary manner on public or private property within the City, or in any area under the jurisdiction of the City, any human or animal excrement, garbage, or objectionable waste. It shall be unlawful to discharge to any natural outlet or stream within the City, or in any area under the jurisdiction of such City, any wastewater or other polluted waters, except where suitable treatment has been provided in accordance with subsequent provisions of this article, as well as with applicable regulations of the U.S. Environmental Protection Agency, the West Virginia Department of Environmental Protection and the West Virginia Department of Health.

(c) Except as hereinafter provided, it shall be unlawful to construct or maintain any privy, privy vault, sinkhole, septic tank, cesspool, or other facility intended for wastewater disposal or storage on any property that is presently served by a sanitary sewer of the City.

(d) The owners of all houses, buildings, or properties used for human occupancy, employment, recreation, or other purposes, situated within the City and abutting on any street, alley, right of way or easement in which there is now located or may hereafter be located a public sanitary sewer of the City, are hereby required at the owner's expense to install suitable toilet facilities therein, and to connect such facilities directly with the proper sanitary sewer in accordance with the provisions of this article. All sanitary sewage and industrial wastes from any improved property, after connection of such improved property with a sewer shall be conducted into the sanitary sewer, subject to such limitations and restrictions as are established herein or otherwise shall be established by the Council from time to time.

(e) Every privy vault, cesspool, sinkhole, septic tank or similar receptacle in existence shall be abandoned and, at the discretion of City, shall be cleansed and filled at the expense of the owner, and any such receptacle not so abandoned and/or cleansed and filled, shall constitute a public nuisance and such nuisance may be abated as provided by law.

(f) No person shall maliciously, willfully, or negligently break, damage, destroy, uncover, deface, or tamper with any structure, appurtenance or equipment which is owned or operated by City. Any person violating this provision shall be subject to immediate arrest under charge of disorderly conduct.

(g) Any person who shall violate this article concerning the sewer system shall be liable, upon conviction for a first offense and upon conviction for each subsequent offense, to a fine of not less than two hundred-fifty dollars ($250.00) nor more than five hundred dollars ($500.00), together with costs of prosecution in each case. Each day that a violation shall continue shall be deemed and shall be taken to be a separate offense and shall be punishable as such. Fines and costs imposed under provisions of the article shall be enforceable and recoverable in the manner provided by applicable law.
(Passed 3-5-07.)

921.04 CUSTOMER RELATIONS.

(a) Information as to Service. Each utility shall, upon request, give its customers such information and assistance as is reasonable, in order that customers may enjoy safe and efficient service.

(b) Explanation of Computing Bills. Each utility shall adopt some means of informing its customers as to the method of computing bills, either by printed description on its bills, or by a notice to the effect that the method will be explained at the office of the utility upon request.

(c) Explanation of Rates. It shall be the duty of the utility to explain to the customer at the beginning of service, or whenever the customer shall request the utility to do so, the utility's rates applicable to the type of service furnished to the customer and all other classes of customers, and to assist him in obtaining the best rate for his service requirements. The responsibility for the selection, however, rests with the applicant. In the event the customer's use of service changes such that a rate schedule other than the one initially selected becomes favorable, the responsibility for requesting a change in rate schedule, consistent with the provisions of the service agreement, shall rest with the customer. The utility shall, on its periodic statements, annually inform its customers that, if they so request, it shall supply them with a copy of the utility's rate or rates applicable to the type of service to be furnished to all classes of customers with a concise written explanation of the rates, and an identification of any classes of customer for whom rates are not summarized.

(d) Posting of Law, Rates, Rules, and Collection Agents.

(1) Every utility shall maintain in its office for inspection by the public, the following:

A. A copy of the rates, rules and regulations of the utility, and of forms of contracts and applications applicable to the territory served from that office;

B. A copy of the Public Service Commission Law of this State; and

C. A copy of the Commission's "Rules for the Government of Sewer Utilities," 150CSR5.

(2) A suitable placard in large type shall be conspicuously posted in the utility's business office giving information to customers that

a copy of the law, the rules of the Commission, and the schedules of rates are available for their inspection.

(3) Once a year, or as often as a utility changes collection agents, each utility shall publicize by newspaper or bill insert to its customers its collection agents to whom customers may deliver payment of sewer bills.

(e) Application for Sewer Service.

(1) All applicants desiring sewer service may be required to make written application at the office of the utility on printed forms provided therefore setting forth in said application all purposes for which sewer will be used upon their premises. The utility may require the applicant to provide identification at the time of application for service. All applicants for service shall be required to designate on every application for service whether the applicant is a tenant or an owner of the premises to be served. If the applicant is a tenant, he shall state the name and address of the owner or owners of the premises to be served.

(2) Any change in the identity of the contracting customer at a premises will require a new application for sewer service, and the utility may, after reasonable notice, discontinue sewer service until such new application has been made and accepted, but the former customer shall remain liable for sewer service furnished to said premises until he has given notice in writing to the utility to discontinue sewer service. In the event the customer of record has died or has become incapable of being responsible for sewer service, that individual's spouse may become the customer of record without being required to complete a new application for sewer service, or paying a new deposit.

(3) In the event that a publicly or privately owned water utility, city, incorporated town, other municipal corporation or other public service district, owns and operates water facilities within the same service territory as the public service district providing sewer service to the area, then the sewer public service district shall provide the customer with a proper receipt and shall instruct the customer to present said receipt to the water utility when application for water service is made.

(Passed 3-5-07.)

921.05 CUSTOMER SERVICE PIPES.

(a) No customer, plumber, company owner or any agent shall connect to the utility's main or to any utility service pipe, or extend the pipes therefrom to any premises for the purpose of securing sewer service, until application has been made therefore to the utility as provided in these rules and permission for doing so has been granted by the utility in writing.

(b) Once an application for service has been granted, the customer shall install and maintain the customer service pipe.

(c) The utility's authorized employee shall inform the customer of the location of the point of service. The customer shall install the customer service pipe to the point of service after which the utility will install the utility service pipe from the main to the point of service.

(d) Where the utility's service pipe is already installed to the point of service, the customer shall connect with the utility service pipe as installed.

(e) The customer service pipe shall be installed in a workmanlike manner, shall conform to all reasonable rules and regulations of the utility, and shall be maintained by the customer at his own expense.

(f) The utility will specify the size, kind, quality and location of all materials used in the customer's service pipe and the customer shall comply with those specifications. Refer to the City of Charles Town Sewer Standards and Specifications.

(g) A customer must maintain his service pipe in good condition and free from all leaks and defects, at the customer's cost and expense. A customer's failure to comply with this rule may result in termination of water or sewer service pursuant to these rules.

(h) The customer's service pipe shall be laid below the frost line at all points and shall be placed on firm and continuous earth so as to give unyielding and permanent support; and be installed in a trench at least two feet in a horizontal direction from any other trench wherein gas pipe, water pipe, or other facilities, public or private, are or are to be installed.

(i) A customer's service pipe shall not pass through or across any premises or property other than that to be served nor across any portion of the property that could practicably be sold separately from the immediate premises served and no pipes or plumbing in any premises shall be extended therefrom to adjacent or other premises.

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

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

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

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

(Passed 3-5-07.)

921.06 SEWER USER CHARGES.

(a) Rates. Sewer user charges, or rates, are imposed upon and shall be collected from the owner of each improved property which shall be connected with the sanitary sewer system, for use of the sewer system, whether such use shall be direct or indirect. The sewer user charges shall commence and shall be effective as of the date of connection of each such improved property to the sewer system, and shall be payable as provided herein, in accordance with the rate ordinance as adopted by Council.

(b) Surcharge for High Strength Users. Users discharging any water or wastes with a thirty day average BOD in excess of 300 milligrams per liter or a thirty day average suspended solids content in excess of 300 milligrams per liter or containing suspended solids with a character or quantity of pollutant requiring unusual attention or expense to handle or treat, shall pay, in addition to the base monthly sewer user charges, an additional surcharge as determined by the City of Town Utility Board.

(Passed 3-5-07.)

921.07 DEPOSITS FROM CUSTOMERS.

(a) Security Deposits for Utilities Other than Public Service Districts. A utility, other than a public service district, may require the applicant or customer to make a deposit with it initially, and from time to time, to secure payment of sewer service rates and charges. Such deposit shall not be more than one-twelfth (1/12) of the annual estimated charge for residential service and or one sixth (1/6) of the annual estimated charge for all other service. The utility shall not be bound to supply sewer service until this condition is fulfilled. After the customer has paid bills for service for twelve (12) consecutive months without a delinquency, the utility shall promptly and automatically refund the deposit plus accrued interest. Calculation of the above twelve (12) month period shall commence from the first regular payment or following the payment of a delinquent bill or bills. Interest at the rate as calculated in accordance with subsection (d) of this section, shall be paid from the date of deposit until the date of refund of the security deposit. The utility shall have a reasonable time, not to exceed thirty (30) days, to ascertain that the obligations of the customer have been fully performed before being required to

return any deposit in the case where there has not been an automatic refund.

(b) Return of Deposit to Customers Who Are Not Tenants. After a customer who is not a tenant has paid bills for service for twelve (12) consecutive months without a delinquency, the utility shall promptly and automatically refund the deposit plus accrued interest. Calculation of the above twelve (12) months' period shall commence from the first regular payment or following the payment of a delinquent bill or bills.

(c) Interest at the rate as determined in accordance with Rule 4.2.a.8. shall be paid from the date of deposit until the date of refund of the security deposit. All customer security deposits shall be placed in an interest bearing account at a local federally insured financial institution. The district shall have a reasonable time, not to exceed thirty (30) days, to read and remove meters and to ascertain that the obligations of the customer have been fully performed before being required to return any deposit in the case where there has not been an automatic refund.

(d) The interest rate to be paid by all sewer utilities other than public service districts shall be determined as follows. The rate which utilities shall be required to pay shall be the average of the one-year United States Treasury Bill rates for October, November and December of the preceding calendar year. By January 15 of each year, Staff of the Commission shall make the necessary calculations and file with the Commission its calculations. The Commission will issue an order setting the rate to be paid by the utilities until the next annual Commission order. The simple interest shall be paid at the date of discontinuance of service or at the end of the deposit period.

(e) Record of Deposit. Each utility holding a cash deposit shall keep a record showing: (i) The name and current address of each depositor; (ii) the amount and date of the deposit; and (iii) each transaction concerning the deposit.

(f) The Receipt. Concurrently with receiving a cash deposit, the utility shall deliver to the applicant for service, or customer, a receipt showing: (i) The date thereof; (ii) the name of the applicant or customer and the address of the premises served or to be served; (iii) the service furnished or to be furnished; and (iv) the amount of the deposit and the fact that interest will be paid at a Commission determined rate. Each utility shall provide automatic means to refund the deposit of a customer, when so entitled, if the original receipt cannot be produced. A receipt or proof of payment will not be necessary under the provisions for an automatic refund.

(g) Unclaimed Deposits. Should a utility have retained, through no fault of its own, deposits made by customers whose service has been discontinued during any calendar year, it shall, on or before the first day of March, in each year, mail to the customer's last known address a check as refund of the deposit plus accrued interest, or at the utility's option, publish a list of such depositors in a newspaper published and of general circulation in each of the county(ies) in which it operates and in which the deposits were made, showing as of the thirty-first (31st) day of December immediately preceding, the amount of each such deposit, together with the interest due thereon, and notifying depositors listed therein that their deposits are being held to their credit and will be returned upon request. The utility will not be liable for any interest on such deposits after publication of such lists. Upon completion of the above procedure, the utility shall follow the provisions of the Uniform Unclaimed Property Act, codified in the W. Va. Code §36-8-1 et seq., with regard to the disposition of any unclaimed deposit.

(h) This rule shall not affect residential customer security deposits required by a utility prior to the passage of W. Va. Code §24-3-8 on March 12, 1983.

(i) All utilities that collect security deposits must do so in a non-discriminatory manner. (Passed 3-5-07.)

921.08 BILLING INFORMATION.

(a) All bills for sewer service shall state whether the charge is based upon quantities of water consumed at the premises, flat rate or other charge. Bills shall be rendered periodically, and if based upon metered water consumption they shall show the readings of the water meter at the beginning and end of the period for which the bill is rendered, the date of the water meter readings, the number of cubic feet or gallons of water supplied, and the authorized rate. If the utility must, for any reason, render an estimated bill, the bill shall be clearly marked as an estimated bill. All bills shall state "This utility is regulated by the Public Service Commission of West Virginia" and "Rates available upon request."

(b) First and last bills, monthly or quarterly, for sewer service rendered for periods of five (5) days more or five (5) days less than the normal billing period, will be computed in accordance with the rate applicable to that service, by the amount of sewer blocks, and the minimum charge as set forth in that rate will be prorated on the basis of the number of days in the period in question, to the total number of days in the normal period.

(c) Utilities desiring to adopt mechanical billing of such nature as to render compliance with all the terms of Rule 4.3.b., impractical, may make application to the Commission for relief from part of these terms. After consideration of the reasons given when asking for relief, the Commission may allow the omission of part of these requirements.

(d) On all bills which include charges for items other than authorized sewer charges, the other factors used in computing the bill shall be clearly stated so that the amount may be readily verified from the information appearing upon the bill.

(e) Each bill shall bear on its face the latest pay date and the date it shall be a delinquent bill if not paid. On all current usage billings not paid in full by the latest pay date, ten percent (10%) will be added to the net current amount unpaid. This delayed payment penalty is not interest and is to be collected only once for each bill where it is appropriate.

(f) When a utility receives a customer payment at a time when both a delinquent bill and a current bill are outstanding, the utility will apply the payment first to the current bill, and apply any leftover amounts to the delinquency. Provided, that this rule shall not apply to payments from customers whose delinquencies have been addressed in a deferred payment agreement. If a termination notice has been issued then the payment should first be applied to the delinquent amount that is the subject of the termination notice. (Passed 3-5-07.)

921.09 ADJUSTMENT OF BILLS AND COMPLAINTS.

(a) Adjustment of Bills.

(1) Fast meters. If the water utility makes a refund to the customer pursuant to Rule 4.4.a. of the Commission's "Rules for the Government of Water Utilities," 150CSR3, the sewer utility will make a corresponding adjustment to the sewer charges associated with the same period of time based on the corrected meter reading and the applicable sewer rates.

(2) Dead Meters. At any time that a water utility calculates water usage and bills for water service pursuant to the provisions in Rule 4.4.b. of the Commission's "Rules for the Government of Water Utilities," 150CSR3, the sewer utility will bill for sewer service for the corresponding time period based on the water usage calculated and billed by the water utility.

(3) Leaks on the customer's side of the meter.

A. Each utility shall develop and implement a written policy concerning the adjustment of customer bills where they are based upon metered water consumption or are actually metered sewer lines, and the bill reflects unusual water usage which can be attributed to leakage on the customer's side of the point of service. Leaking commodes, dripping faucets, malfunctioning appliances and similar situations shall not constitute leaks which entitle the customer to a recalculated bill. The policy shall be maintained in the utility's office for inspection by the public and shall be applied in a non-discriminatory manner to all customers. The reasonableness of the utility's policy or practice with respect to a policy shall be subject to Commission review in a formal complaint proceeding.

B. The policy shall provide for a recalculated bill to reflect the utility's incremental cost of treating or purchasing the treatment of the sewage, as contained in the utility's tariff, for all amounts above the customer's historic usage. Historic usage shall be defined as the average usage of the preceding twelve (12) months or actual period of service if less than twelve (12) months. If using the historic usage would result in an unreasonable calculation, adjustments may be made. If such adjustments are made, the utility should advise its customer that a dispute regarding such adjustments may be taken to the Commission in the form of an informal complaint. Any amounts which the customer can prove did not enter the sanitary sewer system shall be credited at full tariff rates.

C. As an alternative to using the incremental cost of treating or purchasing the treatment of the sewage, the utility may, at its option, use an adjustment which allows it to recover the Commission's estimate of "typical incremental cost" per thousand gallons of sewage on usage above the historic usage. The Commission shall from time to time establish its estimate of "typical incremental cost" by order.

D. However, in future rate cases the utility's incremental cost of treating or purchasing the treatment of the sewage shall be determined and the rate placed in an appropriate tariff as the leak adjustment rate. After a rate has been determined in a rate case, the utility shall not have the option to use the Commission's estimate of "typical incremental cost" found in Rule 4.4.c.3.

(b) Complaints.

(1) Investigation of complaints. Each utility shall make a full and prompt investigation of all complaints made to it by its customers, either directly or through the Commission. In the event that the complaint is not resolved, the utility shall, before service is discontinued, notify the customer that he may file an informal or formal complaint with the Commission.

(2) Record of complaints. The utility shall keep a record of all complaints received, which record shall show the name and address of the complainant, the date and character of the complaint, and the adjustment or disposal made thereof.

(3) Disposition of records. Records of complaints shall not be destroyed until a summary has been prepared for permanent record, showing the character of complaints made, the number of each type received in each month, and the disposition of the complaints.

(c) Disputed Bills. In the event of a dispute between the customer and the utility respecting any bill, the utility shall conduct an investigation and report the result thereof to the customer. In the event that the complaint is not resolved, the utility shall, before water or sewer service is discontinued, notify the customer that he may file an informal or formal complaint with the Commission.
(Passed 3-5-07.)

921.10 DISCONTINUANCE OF SERVICE.

(a) Any customer requesting service to be discontinued shall give notice thereof to the utility during regular business hours. Unless a different period shall be mutually agreed upon by written contract, service will be discontinued by the end of the next business day. Until the utility shall have such notice, the customer may be held responsible for all service rendered.

(b) Utility Discontinuance of Service.

(1) Consideration of health and sanitation require that sewer service should not be discontinued because of non-payment of service charges unless the utility has first acquired the approval of the Commission. The sewer utility shall make use of such legal remedies as may be available for the collection of delinquent accounts prior to application to the Commission for other relief.

(2) Notice of discontinuance.

A. In the case of a sewer utility requesting termination of water service for non-payment of sewer service, service shall actually be discontinued no sooner than ten (10) days following the date that a sewer utility has mailed to a customer a statement that sewer bills are delinquent.

B. Where conditions hazardous to life or property are found to exist on the customer's premises, or where the utility's regulating, measuring or collection equipment or facilities have been tampered with, the water may be shut off without notice in advance.

C. Where written notice is required it must be sent first class mail, address service requested. Written notice shall comply with Sewer Form No. 1, attached to these rules. The written notice shall become void if the utility service has not been discontinued within thirty (30) days of the date indicated on the notice for termination.

D. Prior to disconnecting water service for non-payment of a sewer bill, the water utility shall make at least two (2) attempts to notify the customer through personal contact. First, the water utility shall either telephone or visit the customer at least 24-hours prior to a scheduled disconnection. Second, the water utility shall knock on the customer's door immediately prior to a disconnection. The inability to make personal contact shall not prevent the water utility from terminating service.

E. Service shall not be discontinued on a Saturday, or Sunday, any day that is a federal or state holiday, a day on which either the water utility's or the sewer utility's business office is not open to accept payment, or on the day before such days, unless an emergency exists.

F. All disconnections shall be performed between the hours of 8:00 a.m. and 4:00 p.m.

G. The water utility shall accept payment at the customer's premises in lieu of discontinuing service for a delinquent sewer bill. The payment must be for the entire amount of the delinquency to prevent termination. However, a utility

may refuse payment by check if the customer has, during the previous twelve (12) months, attempted to make a payment by a check subsequently returned by the bank for insufficient funds.

H. If a customer has received notice of a scheduled termination, and, to avoid such termination, makes payment by check which is subsequently dishonored by the bank, the sewer utility may then request the water utility to terminate service only after it has mailed notice, by first class mail, to the customer at least five (5) calendar days, excluding state or federal holidays, prior to termination; provided that at the option of the utility, either personal contact or telephone contact may be substituted for contact by first class mail.

I. If a landlord of a single-unit dwelling or a master-metered mobile home park, apartment building, motel, hotel or other multiple or single-unit dwelling is responsible for payment of a utility bill, written notice of termination in the form of Sewer Form No. 2 shall be placed at a location readily available for public inspection on the premises at least five (5) days prior to the scheduled termination of service to that mobile home park, apartment building, motel, hotel or other multiple or single-unit dwelling in order to provide notice of the scheduled termination to the tenants of said mobile home park, apartment building, motel, hotel or other multiple or single- unit dwelling. If the billing address for any single-unit service is different than the service location, a written notice in the form of Sewer Form No. 2 shall be delivered or posted at a visible location on the premises where the service is to be terminated at least five (5) days prior to the scheduled termination. This notice shall inform the occupant(s) of the date on or after which termination of service will occur and shall state the steps the occupant(s) can take to avoid termination of service.

J. A sewer customer who has been notified that water service is to be terminated for non-payment of sewer bills shall be given the opportunity to enter into a deferred payment agreement: Provided, that such customer has demonstrated an ability to pay but only in installments. The customer shall be informed at the time a disconnect notice is issued of the availability of a reasonable payment plan.

1. The details of the deferred payment agreement are to be negotiated between the utility and the customer and may consider several factors, including, but not limited to the following: Amount of the delinquency; ability of the customer to pay; payment history; time the delinquency has been outstanding; reasons why the delinquency has been outstanding; and any other relevant factors.
2. The deferred payment agreement shall include language informing the customer of the right to challenge the reasonableness of the proposed payments to the Commission.
3. During the challenge, the utility may not terminate service; provided that the current bill must be paid by the customer on time and in full in order to protect his rights under this rule.
4. Once a deferred payment agreement has been established, the customer must pay the current bill on time and in full and make timely payments in accordance with the deferred payment agreement.
5. If the customer's financial condition significantly changes and the existing payment agreement results in hardship, the utility shall renegotiate the payment agreement, consistent with the provisions of Rule 4.8.b.10.A. The customer shall provide documentation in support of his claim that his financial condition has changed. During the renegotiation period the customer must continue to pay the current bill on time and in full and make some payment on the delinquency.
6. If the deferred payment is not received in accordance with the terms of the agreement, or the payment is made with a check subsequently dishonored by the bank, the utility may terminate service only after it has mailed written notice, by first class mail, to the customer at least five (5) calendar days, excluding state or federal holidays, prior to notifying the water utility to terminate service provided that at the option of the utility, either personal contact or telephone contact with the customer may be substituted for contact by first class mail. If the customer pays the delinquent payment within that notice period, service shall not be terminated. However, if the customer has, during the previous twelve (12) months, attempted to make payment by a check which was subsequently dishonored by the bank, the utility may refuse the customer's check and immediately terminate service without additional notice.

K. A sewer utility requesting termination of water service for non- payment of sewer bills shall provide the water utility with a copy of the notice provided to the customer as required by Rule 4.8.b.1.

L. A sewer utility will provide the water utility with a written request for termination of water service for non-payment at least twenty- four (24) hours before the end of the 10-day notice period to the customer.

(3) Once a disconnected customer has paid his delinquency in full, or the utility has agreed to enter into a deferred payment agreement with the customer, and all disconnect and or reconnect fees have been paid, the utility shall reconnect the customer's water service as soon as possible, but no later than twenty-four (24) hours from the time the customer pays all disconnect and reconnect fees.

(4) Charge for reconnection. Whenever the supply of water is turned off for non-payment of sewer bills, the water utility may make a charge as provided for in Rule 4.8.c. of the Commission's "Rules for the Government of Water Utilities," 150CSR7.

(5) The utility shall not refuse, deny or discontinue service to an applicant or present customer due to a delinquency in payment for service by a previous occupant of the premises to be served unless such applicant or present customer and such previous occupant are members of the same household and were members of the same household at the time the delinquent bill was incurred.

(6) Combined water and sewer public service districts. Any public service district providing water and sewer service to its customers shall have the right to terminate water service for delinquency in payment of either water or sewer bills; provided that proper notice is given and procedures followed as set out in these rules.

(c) Refusal to Serve Applicants.

(1) Non-compliance with rules. Any utility may decline to serve an applicant until he has complied with these rules and the utility's rules set forth in a Commission approved tariff governing sewer service.

(2) Applicant's facilities inadequate. The utility may refuse to serve an applicant if the applicant's installation of sewer piping is hazardous or of such character that satisfactory service cannot be provided.

(3) A bill which has been found to be contractually uncollectible by a court or could reasonably be found to be uncollectible by reason of an applicable statute of limitations shall not be used by a utility to deny or discontinue service.

(4) Applicant's recourse. In the event that the utility shall refuse to serve an applicant under the provisions of this rule, or any other rule incorporated herein, the utility shall inform the applicant of the basis of its refusal, and the applicant may apply to the Commission for a ruling thereon. The refusal must be in writing with a copy sent to the Commission.

(Passed 3-5-07.)

921.11 ACCESS TO PROPERTIES.

(a) The utility shall, at all reasonable times, have access to service connections and other property owned by it on a customer's premises for purpose of inspection, maintenance and operation.

(b) Identification for Employees. Every employee, whose duties regularly require him to enter a customer's premises, shall wear a distinguishing uniform or other insignia identifying him as an employee of the utility and shall carry on his person an identification card which will identify him as an employee of the utility, containing a photograph of said employee. The identification card shall contain the telephone number of the utility as well as other pertinent information necessary to identify the employee. All other employees, whose duties require occasional entry into the homes or premises of customers, shall carry an identification card containing information as herein required. (Passed 3-5-07.)

921.12 DETRIMENTAL WASTES.

(a) No person shall discharge or cause to be discharged any unpolluted waters such as stormwater, groundwater, roof runoff, subsurface drainage, or cooling water to any sewer.

(b) No person shall discharge or cause to be discharged any of the following described waters or wastes to any public sewer:

(1) Any gasoline, benzene, naphtha, fuel oil, motor oil or other flammable or explosive liquid, solid or gas.

(2) Any water or waste with a BOD in excess of 300 milligrams per liter, except as provided for herein.

(3) Any water or waste containing suspended solids in excess of 300 milligrams per liter, except as provided for herein.

(4) Any water containing toxic or poisonous solids, liquids or gases in sufficient quantity, either singly or by interaction with other wastes, to injure or interfere with any waste treatment process, constitute a hazard to humans or animals, create a public nuisance, or create any hazard in the receiving waters of the wastewater treatment plant effluent.

(5) Any water or waste having a pH lower than 6.5 or higher than 8.0 or having any other corrosive property capable of causing damage or hazard to structures, equipment, or personnel of the wastewater works or the public sewers.

(6) Any solid or viscous substances in quantities or of such size capable of causing obstruction to the flow in sewers, or other interference with the proper operation of the wastewater facilities such as, but not limited to, gravel, ashes, bones, red dog, sand, mud, coal, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, underground garbage, whole blood, paunch manure, hair and fleshings, entrails, and paper dishes, cups, milk, containers, etc., either whole or ground by garbage grinders.

(c) The following described substances, materials, waters or wastes shall be limited in discharges to the sewer system, to concentrations or quantities which will not harm the sewers, wastewater treatment process or equipment; will not have an adverse effect on the receiving stream; or will not otherwise endanger lives, limb, public property, or constitute a nuisance. The limitations or restrictions on materials or characteristics of waste or wastewater discharged to the sewer system which shall not be exceeded by any person without approval of the Manager are as follows:

(1) Wastewater having a temperature higher than 40° C.

(2) Wastewater containing more than 25 milligrams per liter of petroleum oil, nonbiodegradable cutting oils, or products of mineral oil origin.

(3) Wastewater containing floatable oils, fat or grease in excess of 200 milligrams per liter.

(4) Any garbage that has not been properly shredded with no particle greater than one-half inch in any dimension. Garbage grinders may be connected to sanitary sewers only from homes, hotels, institutions, restaurants, hospitals, or similar places where garbage originates from the preparation of food in on-site kitchens for the purpose of consumption on the premises.

(5) Any water or waste containing iron, chromium, copper, zinc, mercury, and similar objectionable or toxic substances to such degree that any such material received in the composite wastewater at the wastewater treatment works exceeds the limits established by the Manager for such materials.

(6) Any water or waste containing color-producing or odor-producing substances exceeding limits which may be established by the Manager.

(7) Any radioactive wastes or isotopes of such half-life or concentration as may exceed limits established by the Manager in compliance with applicable State and Federal regulations.

(8) Quantities of flow, concentrations, or both which constitute a "slug" as defined herein.

(9) Water or waste containing substances such as synthetic detergents which are not amenable to treatment or reduction by the wastewater treatment processes employed, or are amenable to treatment only to such degree that the wastewater treatment plant effluent cannot meet the requirements of other agencies having jurisdiction over discharge to the receiving waters.

(d) No statement contained in this article shall be construed as preventing any special agreement or arrangement between Council and any industrial concern whereby an industrial waste of unusual strength or character may be accepted by Council for treatment.

(Passed 3-5-07.)

921.13 ADMISSION OF INDUSTRIAL WASTES.

(a) No person shall discharge or cause to be discharged into the sewer system any industrial wastes except upon application to WVDEP and upon receipt of a written permit therefore. An industrial waste permit shall be in addition to any other permit required for connection to the sewer system.

(b) Any person desiring to make or use a connection to the sewer system through which industrial wastes will be discharged into the

sewer system shall file with WVDEP an Industrial Wastes Permit.

(c) Any person who shall discharge industrial wastes into the sewer system, when approved by City, shall construct and thereafter properly maintain at his own expense, a suitable and accessible control manhole and other devices as may be approved by the Manager to facilitate observation, accurate measurement and sampling by the Manager of industrial waste discharges.

(d) Any improved property discharging industrial wastes into the sewer system and contemplating a change in the method of operation which will alter the characteristics and/or volumes of wastes at the time being discharged into the sewer system shall notify WVDEP, in writing, prior to such change must have WV DEP approval. Council reserves the right to require improved properties having large variations in rates of waste discharge to install suitable regulating devices for equalizing waste flows to the sewer system.

(e) Council reserves the right to impose surcharges on sewer user charges and/or impose other requirements in connection with any high strength or industrial waste discharged into the sewer system by agreement with the owner of the improved property, in accordance with the methods described in this article or by modification or alterations to this article as may be acceptable to the West Virginia Department of Environmental Protection and the United States Environmental Protection Agency, and/or require the pretreatment of such industrial waste at the expense of such owner.

(Passed 3-5-07.)

921.14 GREASE TRAPS.

(a) The purpose of this section is to control discharges into the public sewerage collection system and wastewater treatment plant that interfere with the operations of the system, cause blockage and plugging of pipelines, interfere with normal operation of pumps and their controls, and contribute waste of a strength or form that either causes treatment difficulties or is beyond the treatment capability of the wastewater treatment plant.

(b) Control Plan for (Fog) and Food Waste:

(1) Any new construction, renovation, or expansion of Food Service Facilities shall be required to submit to the City a FOG and food waste control plan that will effectively control the discharge of undesirable materials into the wastewater collection system.

(2) Any existing Food Service facilities shall also be required to submit a FOG and food waste control plan that will effectively control the discharge of undesirable materials into the wastewater collection system. Existing facilities shall not be exempt from the requirements of this ordinance. There will be no “Grandfathering.”

(c) General Criteria:

(1) Installation Requirements: All existing, proposed, or newly remodeled Food Service facilities inside the City of Charles Town wastewater service area shall be required to install, at the user’s expense an approved, properly operated and maintained grease trap.

(2) Sanitary sewer flows: Sanitary sewer flows from toilets, urinals, lavatories, etc. shall not be discharged into the grease trap. These flows shall be conveyed separately to the sanitary sewer service lateral.

(3) Floor Drains: Only floor drains which discharge or have the potential to discharge grease shall be connected to a grease trap.

(4) Garbage grinders/disposers: It is recommended that solid food waste products be disposed of through normal solid waste/garbage disposal means. If a grinder/disposal is used it must be connected to the grease trap. The use of grinders is discouraged since it decreases the operational capacity of the grease trap and will require an increased pumping frequency to ensure continuous and effective operation.

(5) Dishwashers: Commercial dishwashers must be connected to the grease trap. Dishwashers discharge soap and hot water which can melt grease and allow it to pass through an undersized grease trap. Traps must be sized accordingly to allow enough detention time to allow water to cool and grease to solidify and float to the top of the trap.

(6) Location: Grease trap shall be installed outside the building upstream from the sanitary sewer service lateral connection. This will allow easy access for inspection, cleaning, and removal of the intercepted grease at any time. A grease trap may not be installed inside any part of a building without written approval by the City of Charles Town Utility Board.

(7) Pass Through Limits: No User shall allow wastewater discharge concentration from grease trap to exceed 100 MgPL (milligrams per liter) as identified by EPA method 413.

(d) Design Criteria:

(1) Construction: Grease traps shall be constructed in accordance with The City of Charles Town’s standards and shall have a minimum of two compartments with fittings designed for grease retention. All grease removal devises or technologies shall be subject to the written approval of the Charles Town Utility Board. Such approval shall be based on demonstrated removal efficiencies of the proposed technology.

(2) Access: Access to grease traps shall be available at all times, to allow for their maintenance and inspection. Access to trap shall be provided by two manholes (one on each compartment) terminating at finished grade with cast iron frame and cover.

(3) Load-Bearing Capacity: In areas where additional weight loads may exist, the grease trap shall be designed to have adequate load- bearing capacity. (Example: vehicular traffic in driving or parking areas).

(4) Inlet and Outlet Piping: Wastewater discharging to a grease trap shall enter only through the inlet pipe of the trap. Each grease trap shall have only one inlet and one outlet pipe.

(5) Grease Trap Sizing: The required size of the grease trap shall be calculated using EPA-2 model. All grease traps shall have a capacity of not less than 1,000 gal. nor exceed a capacity of 3,000 gal. If the calculated capacity exceeds 3,000 gal., multiple units plumbed in series shall be installed.

(6) Central Business District: The Central Business District (CBD) shall be exempt to the sizing requirements of 921.14 and subject to the following requirements -

A. Compliance with the WV State Building Code

B. If sized by gallon capacity the tank shall have a liquid volume of not less than 150 gals. (ref: WVDHHR manual of Environmental Health Procedures - Procedure WW13)

C. If sized by standard PDI-G101 method the tank shall have a minimum of 50 lbs. of grease capacity.

D. All calculations shall be using maximum occupancy numbers established by the State Fire Marshall or the Code Official. All plans are subject to Fire Marshall and Health Department review as part of building plan review.

E. No building permit for food service in the CBD will be issued without Charles Town Utility Board review for maintenance requirements. (Passed 8-15-11)

(e) Grease Trap Maintenance:

(1) Cleaning/Pumping: The user at the user's expense shall maintain all grease traps to assure proper operation and efficiency and maintain compliance with the City's Pass Through Limits. Maintenance of grease trap shall include the complete removal of all contents, including floating materials, wastewater, and bottom sludge and solids. This work shall be performed by a qualified and licensed hauler. Decanting or discharging of removed waste back into the trap from which it was removed or any other grease trap, for the purpose of reducing the volume to be disposed, is prohibited. This service shall also include a thorough inspection of the trap and its components. Any needed repairs shall be noted. Repairs shall be made at user's expense.

(2) Cleaning/Pumping frequency: The grease trap must be pumped out completely a minimum of once every four months, or more frequently, as determined by the City of Charles Town Utility Board, as needed to prevent carry over of grease into the sanitary sewer system.

(3) Disposal: All waste removed from each grease trap must be disposed of at a facility approved to receive such waste in accordance with the provisions of this program. In no way shall the pumpage be returned to any private or public portion of the City's sanitary sewer collection system. All pumpage from grease traps must be tracked by a manifest, which confirms pumping, hauling, and disposal of waste. The customer must obtain and retain a copy of the original manifest from the hauler.

(4) Maintenance Log: A grease trap cleaning/maintenance log indicating each pumping for the previous 24 months shall be maintained by each Food Service Facility. This log shall include the date, time, amount pumped, hauler, and disposal site and shall be kept in a conspicuous location for inspection. Said log shall be made available to the City of Charles Town Utility Manager or their representative upon request.

(5) Submittal of Records: Each user shall submit all cleaning and maintenance records to the City of Charles Town Utility Manager. The maintenance records shall include the following information:

A. Facility name, address, contact person, and phone number
B. Company name, address, phone number, and contact name of person responsible for performing the maintenance, cleaning, pumping, or repair of grease trap.
C. Types of maintenance performed.
D. Dates maintenance was performed.
E. Date of next scheduled maintenance.
F. Copies of manifests.

The user shall be required to submit maintenance records to the City of Charles Town Utility Manager on a biannual basis (twice per year). Records shall be submitted by March 1st and September 1st of each year. The records shall be submitted to:

Attn. City of Charles Town Utility Manager
P.O. Box 14
Charles Town, WV 25414

The City of Charles Town Utility Manager will perform periodic inspections of these facilities and shall notify the user of any additional required maintenance or repairs. Upon written notification by the City of Charles Town Utility Manager, the user shall be required to perform the maintenance and records of said maintenance within 14 calendar days. Upon inspection by the City of Charles Town Utility Manager the user may be required to install, at his expense, additional controls to provide a complete system which prevents discharges of undesirable materials into the wastewater collection system.

(f) Additives: Any biological additive(s) placed into the grease trap or building discharge line including but not limited to, enzymes, commercially available bacteria, or other additives designed to absorb, purge, consume, treat, or otherwise eliminate fats, oils, and grease shall require written approval by the City of Charles Town Utility Board prior to use. The use of such additives shall in no way be considered as a substitution to the maintenance procedures required herein,

(g) Chemical Treatment: Chemical treatments such as drain cleaners, acid, or other chemical solvents designed to dissolve or remove grease shall not be allowed to enter the grease trap.

(h) Sand, Soil, and Oil Interceptors: All car washes, truck washes, garages, service stations, car and truck maintenance facilities, fabricators, utility equipment shops, and other facilities (as determined by the City of Charles Town Utility Board) that have sources of sand, soil, and oil shall install effective sand, soil and oil traps, interceptors, and/or oil/water separators. These systems shall be sized to effectively remove sand, soil, and oil at the expected flow rates. These systems shall be, at the user's expense, cleaned or pumped on a regular basis to prevent impact upon the wastewater collection and treatment systems. Users whose systems are deemed to be ineffective by the Utility Board shall be asked to change the cleaning frequency or to increase the size of the system. Owners or operators of washing facilities will be required to prevent the inflow of detergents and rainwater into the wastewater collection system. Oil/water separator installations shall be required at facilities that accumulate petroleum oils and greases and at facilities deemed necessary by the Utility Board.

(i) Laundries: Commercial laundries shall be equipped with an interceptor with a wire basket or similar device, removable for cleaning, that prevents passage (into the wastewater collection system) of solids ½" or larger in size such as rags, strings, buttons, or other solids detrimental to the system.

(j) Control Equipment: The equipment or facilities installed to control FOG, food waste, sand, soil, oil, and lint must be designed in accordance with the Southern Plumbing Code, the West Virginia Department of Environmental Protection and Conservation guidelines, most current engineering standards, or other applicable guidelines approved by the Utility Board. Underground equipment shall be tightly sealed to prevent inflow of rainwater and shall be easily accessible to allow regular maintenance and inspection. Control equipment shall be maintained by the owner and/or operator of the facility as to prevent a stoppage of the wastewater collection system, and the accumulation of FOG, food waste, sand, soil, and lint in the collection lines, pump stations, and wastewater treatment plant. If the City of Charles Town is required to clean out the wastewater collection lines, as a result of a stoppage resulting from poorly maintained

control equipment (or lack thereof) the owner or operator shall be required to refund the labor, equipment, materials, and any overhead costs to the City including any fines incurred due to any sanitary sewer overflow due directly to the stoppage. The City retains the right to inspect and approve any and all installations of control equipment.

(k) Alteration of Control Methods: The City of Charles Town, through the Utility Board, reserves the right to request additional control measures if existing control equipment is shown to be insufficient to protect the wastewater collection system and wastewater treatment plant from interference due to the discharge of FOG, sand, soil, lint, or any other undesirable materials.

(l) Enforcement and Penalties: Any person who violates this ordinance, in part or whole, shall be guilty of a civil violation punishable under and according to the general penalty provision of the City of Charles Town's Codified Ordinances. Each day's violation of this ordinance shall be considered a separate offense. (Passed 3-5-07.)

921.15 VALIDITY.

(a) All ordinances or parts of ordinances in conflict with this article are hereby repealed.

(b) The invalidity of any section, clause, sentence, or provision of this article shall not affect the validity of any other part of this article which can be given effect without such invalid part or parts.

(Passed 3-5-07.)

921.16 SEWER SERVICE RATES.

(a) Establishment. For the payment of the proper and reasonable expense of operation, repair, replacement, improvements, additions, betterments, extensions, and maintenance of the sewer system and for the payment of the sums required to pay the principal and interest of all sewer revenue bonds as the same become due, there is hereby established a schedule of just and equitable rates or charges for the use of and services rendered by the sanitary sewer system and works of the Charles Town Utility Board, a West Virginia public utility and a municipal corporation of the City of Charles Town, West Virginia, which schedule of rates or charges, based upon the metered amount of water supplied the premises, where possible, but providing for a flat rate when no meter is available, shall be as follows.

(b) Rules and Regulations. Rules and Regulations for the government of sewerage utilities adopted by the Public Service Commission of West Virginia, and now in effect, and all amendments thereto and modifications thereof hereafter made by the Commission are hereby adopted by reference.

SCHEDULE I

APPLICABILITY

Applicable within the entire territory formally served by the Charles Town Utility Board or the City of Ranson, including the municipalities of Charles Town and Ranson. Effective for service rendered on or after the date of enactment.

AVAILABILITY

Available for general domestic, commercial and industrial service and sale for resale sewer service.

RATES (Customers with a metered water supply)

First	2,000 gallons used per month	$14.79 per 1,000 gallons
Next	8,000 gallons used per month	$10.64 per 1,000 gallons
All over	10,000 gallons used per month	$9.67 per 1,000 gallons

MINIMUM CHARGE

No bill shall be rendered for less than $29.58 per month, which is the equivalent of 2,000 gallons. Where sewer service is available by gravity flow and the customer has not connected to public sewer, the customer shall pay this minimum charge.

FLAT RATE CHARGE (Customers with non-metered water supply)

Equivalent of 3,500 gallons of water usage, $45.54 per month.

MULTIPLE OCCUPANCY

In apartment buildings, trailer parks, shopping centers or other multiple occupancy buildings or properties served by a master water meter, each discrete dwelling or business unit shall be required to pay not less than the minimum monthly charge provided herein.

DELAYED PAYMENT PENALTY

The above scheduled is net. On all accounts not paid in full when due, ten percent (10%) will be added to the net current amount unpaid. This delayed payment penalty is not interest and is to be collected only once for each bill where it is appropriate.

TAP FEE

A tap fee of $400.00 will be charged to customers applying for service outside of a sewerage system improvement project for each new tap to the system.

RETURNED CHECK CHARGE

A service charge equal to the actual bank fee assessed to the sewer utility up to a maximum of $25.00 will be imposed upon any customer whose check for payment of charges is returned by the bank due to insufficient funds.

LEAK ADJUSTMENT

In accordance with the approved CTUB Leak Adjustment Policy, as well as the Public Service Commission of West Virginia (the "PSC") Title 150 Legislative Rule Series 7 Rules for the Government of Water Utilities (the "Water Rules") and Series 5 Rules for the Government of Sewer (the "Sewer Rules"), CTUB will make a leak adjustment only when the water usage being adjusted is in excess of 200% of the customer's historical usage that can be attributed to leakage on the customer's side of the point of service. The leak adjustment will be computed pursuant to applicable rules of the Public Service Commission, the leak adjustment rate (incremental cost of water and/or wastewater) and the customer's historic usage.

SECURITY DEPOSIT

Each new customer shall make a security deposit of $75.00 which shall be refunded per West Virginia regulation.

EXCESS POLLUTION SURCHARGE

A surcharge to recover extraordinary costs is levied upon customer discharges placing extraordinary demand upon treatment facilities, as measured by waste stream parameters of biochemical oxygen demand (BOD) and/or suspended solids in the wastewater. Users discharging any water or wastes with a zero-day average BOD in excess of 300 milligrams per liter or a 30-day average suspended solids content in excess of 300 milligrams per liter or containing suspended solids with a character or quantity of pollutant requiring unusual attention or expense to handle or treat, shall pay, in addition to the base monthly sewer user charges, an additional surcharge (Cs) as determined by the following formula:

$$Cs = Be\ (B) + Sc\ (S) + Pc\ (P)Vu$$

B = Concentration of B.O.D. from a user above a base level (300 mg/1)
Be= 0 & M cost of treatment of unit of biochemical oxygen demand (B.O.D.)
S = Concentration of suspended solids from a user above a base level (300mg/l)
Sc = 0 & M costs for treatment of a unit of suspended solids
Pc = 0 & M cost for treatment of a unit of any pollutant
P = Concentration of any pollutant from a user above a base level

Vu= Volume contribution from a user per unit of time.

SCHEDULE II

APPLICABILITY

Applicable within the territory formerly served by Jefferson County Public Service District. Effective for service rendered on or after the date of enactment.

AVAILABILITY

Available for general domestic, commercial, and industrial service.

RATES (customers with a metered water supply)

First	2,000 gallons used per month	$15.36	per 1,000 gallons
Next	8,000 gallons used per month	$14.29	per 1,000 gallons
Over	10,000 gallons used per month	$13.98	per 1,000 gallons

MINIMUM CHARGE

No bill will be rendered for less than $30.72 per month which is equivalent to 2,000 gallons per month. Where sewer service is available by gravity flow and the customer has not connected to public sewer, the customer shall pay this minimum charge.

FLAT RATE CHARGE (Customers with non-metered water supply)

Equivalent of 3,500 gallons of water usage, $52.16 per month

MULTIPLE OCCUPANCY

In apartment buildings, trailer parks, shopping centers or other multiple occupancy buildings or properties served by a master water meter, each discrete dwelling or business unit shall be required to pay not less than the minimum monthly charge provided herein.

DELAYED PAYMENT PENALTY

The above schedule is net. On all accounts not paid in full when due, ten percent (10%) will be added to the net current amount unpaid. This delayed payment penalty is not interest and is to be collected only once for each bill where it is appropriate.

TAP FEE

A tap fee of $400.00 will be charged to customers applying for service outside of a sewerage system improvement project for each new tap to the system.

RETURNED CHECK CHARGE

A service charge equal to the actual bank fee assessed to the sewer utility up to a maximum of $25.00 will be imposed upon any customer whose check for payment of charges is returned by the bank due to insufficient funds.

LEAK ADJUSTMENT

In accordance with the approved CTUB Leak Adjustment Policy, as well as the Public Service Commission of West Virginia (the "PSC") Title 150 Legislative Rule Series 7 Rules for the Government of Water Utilities (the "Water Rules") and Series 5 Rules for the Government of Sewer (the "Sewer Rules"), CTUB will make a leak adjustment only when the water usage being adjusted is in excess of 200% of the customer's historical usage that can be attributed to leakage on the customer's side of the point of service. The leak adjustment will be computed pursuant to applicable rules of the Public Service Commission, the leak adjustment rate (incremental cost of water and/or wastewater) and the customer's historic usage.

SECURITY DEPOSIT

Each new customer shall make a security deposit of $75.00 which shall be refunded per West Virginia regulation.

EXCESS POLLUTION SURCHARGE

A surcharge to recover extraordinary costs is levied upon customer discharges placing extraordinary demand upon treatment facilities, as measured by waste stream parameters of biochemical oxygen demand (BOD) and/or suspended solids in the wastewater. Users discharging any water or wastes with a zero-day average B.O.D. in excess of 300 milligrams per liter or a 30-day average suspended solids content in excess of 300 milligrams per liter or containing suspended solids with a character or quantity of pollutant requiring unusual attention or expense to handle or treat, shall pay, in addition to the base monthly sewer user charges, an additional surcharge (Cs) as determined by the following formula:

$$Cs = Be\ (B) + Sc\ (S) + Pc\ (P)Vu$$

B = Concentration of B.O.D. from a user above a base level (300 mg/l)
Be= 0 & M cost of treatment of unit of biochemical oxygen demand (B.O.D.)
S = Concentration of suspended solids from a user above a base level (300mg/l)
Sc = 0 & M costs for treatment of a unit of suspended solids
Pc = 0 & M cost for treatment of a unit of any pollutant
P = Concentration of any pollutant from a user above a base level
Vu= Volume contribution from a user per unit of time.

SCHEDULE III CAPACITY IMPROVEMENT FEES

APPLICABILITY

Applicable to the entire service area and due and payable for each customer connection adding new flows into the sewer collection system and treatment facility. Effective for service connections proposed on or after the date of enactment.

CAPACITY IMPROVEMENT FEE

For all new service proposed to be connected to the Utility, there shall be paid to the Utility Board a Capacity Improvement Fee of $2,930 for each residential connection or non- residential connection adding new flows into the sewer collection system and treatment facility. The Capacity Improvement Fee will be paid at the time of building permit application and a receipt from CTUB will issued to the customer for the fees assessed. Connections shall be paid in accordance with the usage equivalent schedule set forth below.

ADDITIONAL CAPACITY IMPROVEMENT FEE - FLOWING SPRINGS PUMP STATION

Pursuant to the Flowing Springs Pump Station Repayment Agreement, customers in the Flowing Springs Development District connecting to the Flowing Springs Pump Station shall be charged an additional Capacity Improvement Fee of $1,625.00 for each residential or non-residential connection. Connections for non-residential use shall be paid in accordance with a residential usage equivalent schedule set forth hereinafter.

USAGE EQUIVALENTS FOR MULTIPLE RESIDENTIAL OR NON-RESIDENTIAL CAPACITY IMPACT FEES

Capacity impact fees for multi-residential and non-residential structures adding new flows to the sewer collection system and treatment facility shall be based upon the following:

UNIT	WATER GALLONS/DAY	RESIDENTIAL USAGE EQUIVALENT
Apartments	150/unit	1.0/unit
Bowling Alleys	200/alley	1.33/alley

Churches with kitchen	8/member	0.05/member
Churches w/o kitchen	2/member	0.013/member
Food Service	32/seat	0.213/seat
Fast Food Restaurant	35/seat	0.23/seat
Bar & Cocktail Lounge (additive)	2/patron	0.013/patron
Tavern - little or no food	20/seat	0.132/per seat
Hotel	120/room	0.8/per room
Industry, sanitary	15/person/shift	0.1/person per shift
Institutions:		
Hospital	25/bed	1.67/bed
Nursing Homes	150/bed	1.0/bed
Others	75/person	0.5/person
Office Buildings	15/person	0.1/person
Laundry Self Service	250/washer	1.67/washer
Motels	120/room	0.8/room
Retail Stores	400/toilet room	2.67/toilet room
Residence	150/residence	1.0/residence
School:		
Day, no cafeteria/showers	15/pupil	0.1/pupil
Day with cafeteria	18/pupil	0.12/pupil
Day, with cafeteria/showers	20/pupil	0.133/pupil
Boarding	75/pupil	0.5/pupil
Service Station	500/set of pumps	3.33/set of pumps
Shopping Centers	16/100 ft. of sales area	0.12/100 ft. of sales area
Swimming Pools	10/swimmer design capacity	0.067/swimmer design capacity
Capacity Theaters	3/seat	0.02/seat
Warehouse	15/employee	0.1/employee

If a unit does not appear on this schedule the sewer department shall determine its Residential Usage Equivalent in consultation with its consulting engineer.

EFFECTIVE DATE

The rates, charges and penalties provided herein shall become effective immediately after enactment.

SEPARABILITY: REPEAL OF CONFLICTING ORDINANCES

The provisions of this Ordinance are separable, and if any clause, provision or section hereof shall be held void or unenforceable by the West Virginia Public Service Commission or any court of competent jurisdiction, such holding shall not affect the remainder of this Ordinance. Upon the effective date hereof, all ordinances, resolutions, orders or parts thereof in conflict with the provisions of this Ordinance are, to the extent of such conflicts, hereby repealed, and to the extent that the provisions of this Ordinance do not touch upon the provisions of prior ordinances, (Ord. 2022-003. Passed 4-4-22.)

921.17 SPECIFICATIONS FOR SEWER LINES.

The purpose of this section is to establish consistent and uniform guidelines for the installation of sewer lines and connections thereto in the Charles Town Sewer Department service area. The document shall be considered a reference manual dated May 2002 and shall be considered a stand-alone document available to the public.

(Passed 3-5-07.)

921.18 SEVERABILITY.

Each section, subsection, paragraph, sentence, and clause of this ordinance is declared to be separable and severable.

(Passed 3-5-07.)

WEST VIRGINIA SECRETARY OF STATE

MAC WARNER

ADMINISTRATIVE LAW DIVISION

eFILED

7/16/2021 10:45 AM

Office of West Virginia
Secretary Of State

NOTICE OF FINAL FILING AND ADOPTION OF A LEGISLATIVE EXEMPT, INTERPRETIVE OR PROCEDURAL RULE

AGENCY: Public Service Commission

TITLE-SERIES: 150-05

RULE TYPE: Legislative Exempt

Amendment to Existing Rule: Yes

Repeal of existing rule: No

RULE NAME: Rules for the Government of Sewer Utilities

CITE STATUTORY AUTHORITY: §§24-1-1, 24-1-7, 24-2-1, 24-2-2, and 24-2H-1.

This rule is filed with the Secretary of State. This rule becomes effective on the following date:

September 14, 2021

BY CHOOSING 'YES', I ATTEST THAT THE PREVIOUS STATEMENT IS TRUE AND CORRECT.

Yes

Jane Neal -- By my signature, I certify that I am the person authorized to file legislative rules, in accordance with West Virginia Code §29A-3-11 and §39A-3-2.

TITLE 150
LEGISLATIVE RULE
PUBLIC SERVICE COMMISSION

SERIES 5
RULES FOR THE GOVERNMENT OF SEWER UTILITIES

§150-5-1. General.

1.1. Scope. -- These rules govern the operation and service of sewer utilities subject to the jurisdiction of the Public Service Commission pursuant to W. Va. Code §24-2-1.

1.2. Authority. -- W. Va. Code §§24-1-1, 24-1-7, 24-2-1, 24-2-2, and 24-2H-1.

1.3. Filing Date. -- July 16, 2021.

1.4. Effective Date. -- September 14, 2021.

1.5. General.

1.5.1. These rules replace rules that went into effect on May 8, 2011.

1.5.2. These rules are intended to ensure adequate service to the public, to provide standards for uniform and fair charges and requirements by the utilities and customers, and to establish the rights and responsibilities of utilities and customers.

1.5.3. Adoption of these rules in no way precludes the Commission from altering or amending them in whole or in part, or from requiring any other or additional service, equipment, facility or standard, either upon complaint or upon its own motion, or upon the application of any utility.

1.5.4. These rules will not relieve in any way a utility from any of its duties under the laws of this State.

§150-5-2. Application of rules.

2.1. These rules apply to all public utilities as defined in Sewer Rule 3.

2.1.1. If hardship results from the application of any Sewer Rule or if unusual difficulty is involved in immediately complying with any rule, application may be made to the Commission for the modification of the rule or for temporary or permanent exemption from its provisions. Provided, that no application for modification or exemption will be considered by the Commission unless there is submitted therewith a full and complete justification for such action.

§150-5-3. Definitions.

3.1. "Applicant" -- A person, firm, corporation, municipality, public service district or any other entity that applies for sewer service.

3.2. "Available sewer service" -- Sewer service will be deemed available to a customer when a main is installed and maintained by the utility in such location and at such distance from the user's premises as may be provided by city ordinance or by the rules of the utility: Provided, that service shall not be deemed

to be available unless the sewage will flow by gravity or be transported by such other methods approved by the Bureau for Public Health including, but not limited to, vacuum and pressure systems, approved under W. Va. Code §16-1-9, from the customer's point of service into the utility service pipe.

3.3. Billing Related Dates.

3.3.1. "Bill due date" -- The date when the utility mails the bill.

3.3.2. "Latest pay date" -- The last date that the bill may be paid without incurring a late payment penalty. The latest pay date shall be no sooner than the 20th day following the date the utility mails the bill and must be stated on the face of the bill.

3.3.3. "Delinquent bill" -- Any bill issued by a public service district or a municipal system that has not been paid within twenty (20) days of the bill due date; or any bill issued by a sewer utility that is not a public service district or a municipal system within thirty (30) days of the bill due date. The date that a bill will become delinquent must be stated on the face of the bill.

3.4. "Commercial Service" -- Service to each separate business enterprise, occupation or institution occupying for its exclusive use any units or units of space as an entire building, entire floor, suite of rooms or a single room, and using water for such incidental use as the schedule of rates applicable to the particular installation may permit. Commercial service shall apply to all stores, offices, hotels, wholesale houses, garages, display windows, signs, theaters, barber and beauty shops, churches, opera houses, auditoriums, lodge halls, school houses, banks, bakeries and any other space occupied for commercial purposes. Any rooming house, lodging house, resort, inn or tavern renting more than four (4) rooms to strangers or transients without any previous agreement for accommodation or as to the duration of stay shall be classed as a hotel and as such it comes under the commercial classification.

3.5. "Commission" -- Whenever in these rules the words "Commission" or "Public Service Commission" appear, such word, or words, shall, unless a different intent clearly appears from the context, be taken to mean the Public Service Commission of West Virginia.

3.6. "Customer" -- Any such person, firm, corporation, municipality, public service district or any other entity who/that purchases a product or services from any utility including any such person, firm, corporation, municipality, public service district or any other entity who purchases such services or product for resale.

3.7. "Customer's Service Pipe" -- That portion of the service pipe from the point of service to the structure or premises supplied.

3.8. "Governmental Unit" -- Any municipality or other political subdivision or agency of the State of West Virginia or the Federal Government.

3.9. "Moratorium" -- A condition imposed on a utility by the Commission prohibiting service connections and/or reactivation of service for an entire system, or a portion thereof.

3.10. "Payment" -- Payment is made by any form of legal payment, including vouchers, that the utility accepts.

3.11. "Point of service" -- The point at which the utility's pipe and appurtenances connect the utility service pipe with the inlet connection of a customer's service pipe at or near the customer's property line or elsewhere if provided for in a user's agreement. The utility shall own and maintain all facilities located

between the point of service and the main.

3.12. "Public Utility" -- Except where a different meaning clearly appears from the context, the word, or words, "Utility" or "Public Utility" when used in these rules shall include any person or persons, or association of persons, however associated, whether incorporated or not, including municipalities, engaged in the business of collecting, transporting, and/or treating sewage.

3.13. "Residential Service" -- Service to a householder or a tenant, living in a separate house or separate apartment in an apartment building, using water and sewer for general household service. If an owner of a multiple apartment building undertakes to furnish water to tenants as a part of the tenants' monthly rent, then such service shall be classed as "Commercial." However, a close branch of a householder's family living with the householder and using the same water facilities shall not be classified as an additional service or as "Commercial." In cases where a householder or tenant devotes some portion of the occupied building to commercial use and uses the remainder as a residence then the predominate use of water shall constitute the basis for classification as either residential or commercial.

3.14. "Sewer Main" -- Sewer pipe owned, operated, or maintained by the utility located in a public right-of-way, street, alley, or private right-of-way, used for the purpose of collecting sewage and from which service connections for customers are taken. Any sewer pipe extending through a utility right-of-way across private property shall be a sewer main. Costs to install a sewer main across private property are subject to the cost-sharing provisions of Sewer Rule 7.5.

3.15. "Temporary Service Connection" -- A connection installed for temporary use provided that the customer's premises is located on a lot having a curb line abutting a street or public right-of-way in which is located a utility sewer main extending along the total frontage of the lot on said street or right-of-way, unless otherwise agreed to by the utility.

3.16. "Utility Service Pipe" -- That portion of the service pipe between the sewer main and the point of service.

§150-5-4. Records, Reports and Other Information to be Supplied to the Commission.

4.1. Records and reports.

4.1.1. Preservation of records. -- All records required by these rules shall be preserved by the utility in the manner prescribed by the Commission.

4.1.2. Location of records.

4.1.2.a. Required records should be kept at the office or offices of the utility in West Virginia and shall be available during the utility's regular business hours for examination by the Commission or its duly authorized representative.

4.1.2.b. If kept outside the State, records shall be brought to the utility's office in West Virginia upon request of the Commission, or the utility may be required to pay the reasonable traveling expenses of Commission employees assigned to examine the records.

4.1.3. Reports to the Commission. -- Upon Commission request, a utility shall furnish to the Commission the results of any test or tests required to be made, or the information contained in any records required to be kept by the utility, or any further information in its possession respecting its rates, charges, or practices, without formal order of the Commission requiring the release of such information.

4.2. Filing of rate schedules.

4.2.1. Tariffs containing rates and rules of each utility shall be filed in the manner prescribed by the Commission in "Rules for the Construction and Filing of Tariffs," 150CSR2 (Tariff Rules) effective as amended or modified by the Commission.

4.2.2. Municipal rates. -- Rates for municipal sewer and combined water and sewer utilities shall be adopted, and tariffs shall be filed, in accordance with the Commission's Tariff Rules, effective as amended or modified by the Commission.

4.3. Utility's special rules.

4.3.1. A utility desiring to establish any rule(s) supplementing the rules of the Commission shall first make application to the Commission for authority to establish such a rule(s), clearly stating the reasons for the rule(s).

4.3.2. On and after ninety (90) days from the effective date of these Rules, any utility's special rules and regulations now on file with the Commission which conflict with these rules, will become null and void, unless they subsequently have been refiled after the effective date of these rules and approved by the Commission.

4.3.3. Exemption. -- A customer who has complied with the rules of the Commission shall not be denied service for failure to comply with the rules of the utility that have not been approved by the Commission.

4.4. Financial and statistical report.

4.4.1. Each utility shall file annually a financial and statistical report with the Commission. The report shall be based upon the accounts set up in conformity with Sewer Rule 4.5. The report shall be filed on or before three (3) months following the end of the utility's fiscal year or on such date as the Commission may direct. The form requirement will be specified in the annual letter sent by the Commission to utilities. The report shall be filed utilizing the form template and filing instructions that can be found on the Commission web site.

4.4.2. Upon written request and for good cause shown, the Commission may approve or disapprove, through its Executive Secretary, by letter, a reasonable extension of time to file the financial and statistical report. A utility shall apply for an extension before the expiration of the time for filing the report.

4.5. Uniform system of accounts.

4.5.1. All sewer utilities shall maintain all accounts and records in compliance with the Uniform System of Accounts as promulgated in 1996 by the National Association of Regulatory Utility Commissioners for Class A, B, and C sewer utilities.

4.5.2. All persons having direct charge of the books and accounts of the utility must observe the system of accounts applicable to the utility by appropriate class. For the purpose of securing uniformity in the applications of this system, all questions of doubtful interpretation of accounting rules are to be submitted to the Commission for consideration and decision.

4.5.3. The classification of sewer utilities for purposes of keeping accounts in accordance with the Uniform System of Accounts shall be as follows:

Classification	Revenue Level
A	$1,000,000 or more
B	$200,000 - 999,999
C	less than $200,000

4.6. Maps and records.

4.6.1. Each utility shall keep on file suitable maps, plans, and records showing the entire layout of every pumping station, treatment plant, transmission and collection line, with the location, size and capacity of each plant, size of each transmission and collection line, and customer's service, and other facilities used in the collection and treatment of sewage.

4.6.2. In the case of new construction or property acquired from others, a utility shall reflect the changes in the maps and records by the end of the next calendar year, following the year the construction is done or property acquired. All drawings shall have the scale clearly shown and be of sufficient detail to accurately depict the project or property.

4.6.3. In general, where present maps of existing facilities are not entirely up-to-date, special surveys to locate any plant or facilities will not be required immediately, but maps must be updated as prescribed by the Commission.

4.7. Management audits.

4.7.1. Scope. -- To establish a procedure for examination of management practices and policies to determine whether the utility being audited is operating with efficiency and utilizing sound management practices. The purpose of a management audit is to disclose operating areas that are efficient or inefficient, to identify areas for improvement, and to form recommendations for changes. The results of a management audit and the response of the utility to the recommendations and implementation plans developed pursuant to a management audit may be a factor in determining just and reasonable rates, as set out herein.

4.7.2. Types of management audits. -- The following types of management audits, which vary in scope, may be directed and utilized by the Commission:

4.7.2.a. Comprehensive. -- An investigation characterized by an extensive, detailed analysis of a utility's management and operations.

4.7.2.b. Reconnaissance. -- A broad review, similar in scope to a comprehensive audit, but in less detail. The objective of this type of audit is to identify specific areas for more intensive investigation based upon the magnitude of the problem identified or the potential benefits to be derived.

4.7.2.c. Focused. -- An in-depth investigation of one (1) or several specific areas of a utility's management and operations.

4.7.3. Frequency. -- The Commission shall order a management audit of any utility under its jurisdiction whenever the Commission deems it necessary to investigate the operational efficiency of the

utility. Such factors as the cost of the management audit and the potential benefits of such audit may be taken into consideration. The Commission may accept or request a management audit performed under the rules of another jurisdiction in satisfaction of this rule when that audit is of the scope contemplated by the Commission, conforms to the standards herein set forth, and covers the utility's service functions in its West Virginia jurisdiction.

4.7.4. Conduct and control.

4.7.4.a. The Commission may choose to have the audit performed by its staff or contracted to a qualified outside auditing firm. In the latter case, the Commission may supervise the selection process. If the management audit is to be conducted by an auditing firm, the Commission's order initiating the audit shall include provision for the development of the request for proposal (RFP), the consultant selection process and staff's assistance and supervision during the audit.

4.7.4.b. The Commission may impose eligibility restrictions upon contractors relating to past, current, and post-audit relationships with the utility.

4.7.4.c. The utility is expected to cooperate to the fullest extent with the performer of a Commission ordered management audit. A responsible employee shall be appointed by the utility as its management audit coordinator, who shall be responsible to assist in the efficient performance of the management audit.

4.7.5. Costs. -- The audited utility is responsible to pay for a contracted audit. The Commission shall include the reasonable cost of conducting the contracted management audit in the cost of service of the utility. The Commission may allow such costs to be recovered in the utility's next general rate case following completion of the audit, or the Commission may order such costs to be amortized over a reasonable period of years, considering the impact of these costs on both the utility and its customers.

4.7.6. Implementation of recommendations.

4.7.6.a. Draft report.

4.7.6.a.1. Upon completion of the audit the auditor will submit a draft report to the utility for comments.

4.7.6.a.2. The auditor and utility representatives shall conduct a draft review meeting subsequent to the distribution of the draft review report.

4.7.6.b. Final report.

4.7.6.b.1. The auditor will submit a final report to the Commission no later than thirty (30) days after the submission of the draft report to the utility.

4.7.6.b.2. Within thirty (30) days of the final submission of the management audit report, the utility shall file a document detailing its position on each audit recommendation. This document must state which recommendations are acceptable to the utility and the nature of the utility's disagreement with any recommendations.

4.7.6.c. The Commission may, after hearing, issue an order prescribing the recommendations that should be adopted by the utility.

4.7.6.d. The utility shall file detailed implementation plans for Commission review and approval within the time specified in the Commission's order prescribing the recommendations that the utility should adopt. The utility shall not deviate from an approved implementation plan without prior notice to the Commission that specifically states the utility's reasons for departing from the approved plan. The utility shall obtain Commission approval prior to any deviation from the approved plan.

4.7.6.e. At the direction of the Commission, a follow-up audit may be performed to review the progress of the utility in implementing the approved plans and the results of previously performed management audits.

4.7.6.f. A management audit report, the resulting implementation plan and any follow-up audit may be used by parties in a general rate case subsequent to the management audit. Audits and implementation plans may be a factor in the determination of just and reasonable rates if introduced as an exhibit and subjected to normal due process procedures.

4.7.6.g. The Commission may grant an extension of the time limits established in this section upon a showing of good cause for such extension.

§150-5-5. Meter Requirements.

5.1. Scope. -- In general, sewer service charges shall be based upon the volume of water delivered to the customer's property. This volume is measured by the water meter serving the premises. In cases where a significant volume of the water delivered to the premises is not returned to the sanitary sewer system or water from another source is discharged to the sanitary sewer system the customer may request, or the utility may require, special flow measuring devices to properly measure the volume of waste water entering the sanitary sewer system. Such special flow measuring devices shall be furnished, installed, and maintained by and at the expense of the customer with the approval of the utility. In some situations suitable formulae may be used to determine waste water flow in lieu of special metering devices. Such formulae shall be approved by both the customer and the utility and are subject to the approval of the Commission. All flow meters used in serving bulk or resale customers shall be owned and operated by the utility providing service to the bulk or resale customer.

5.2. Sewer flow measuring devices. -- Where sewer flow measuring devices are used for billing purposes, the utility shall test these devices for accuracy on an annual basis. The measuring devices shall also be maintained in good working order and shall be adjusted or repaired to be as nearly correct as is commercially practicable.

5.3. Prohibitions on master metering.

5.3.1. Mobile home parks. -- For mobile home parks constructed on or after October 24, 2003, each mobile home in a mobile home park shall be individually sewered with taps installed at the lot line of each mobile home. The lot owner shall be responsible for payment of any applicable tap fees. All utility easements and mains constructed within the mobile home park will become the property of the utility by agreement between the (i) owner of the mobile home park or the lot owner, whichever is applicable, and (ii) the utility. The agreement must be approved by Order of the Commission prior to construction of any main. Lines extending from the mobile home to the tap will be considered customer service lines and maintenance of those lines will be the responsibility of the applicable lot owner.

§150-5-64. Customer Relations.

6.1. Customer information.

6.1.1. Information as to service. -- Each utility shall, upon request, give its customers such information and assistance as is reasonable, in order that customers may enjoy safe and efficient service.

6.1.2. Explanation of computing bills. -- Each utility shall adopt some means of informing its customers as to the method of computing bills, either by printed description on its bills, or by a notice to the effect that the method will be explained at the office of the utility upon request.

6.1.3. Explanation of rates. -- It shall be the duty of the utility to explain to the customer at the beginning of service, or whenever the customer shall request the utility to do so, the utility's rates applicable to the type of service furnished to the customer and all other classes of customers, and to assist the customer in obtaining the best rate for the customer's service requirements. The responsibility for the selection, however, rests with the applicant. In the event the customer's use of service changes such that a rate schedule other than the one initially selected becomes favorable, the responsibility for requesting a change in rate schedule, consistent with the provisions of the service agreement, shall rest with the customer. The utility shall, on its periodic statements, annually inform its customers that, if requested by the customer, the utility shall supply the customer with a copy of the utility's rate or rates applicable to the type of service to be furnished to all classes of customers with a concise written explanation of the rates, and an identification of any classes of customer for whom rates are not summarized.

6.1.4. Posting of law, rates, rules, and collection agents.

6.1.4.a. Every utility shall maintain in its office for inspection by the public, the following:

6.1.4.a.1. A copy of the rates, rules and regulations of the utility, and of forms of contracts and applications applicable to the territory served from that office;

6.1.4.a.2. A copy of the Public Service Commission Law of this State; and

6.1.4.a.3. A copy of these rules.

6.1.4.b. A utility shall exhibit a suitable placard in large type in a conspicuous location, giving information to customers that the utility has a copy of the law, the rules of the Commission applicable to the utility, and the schedules of rates available for customer inspection.

6.1.4.c. Once a year, or as often as a utility changes collection agents, each utility shall publicize by newspaper or bill insert to its customers its collection agents to whom customers may deliver payment of sewer bills.

6.1.5. Application for sewer service.

6.1.5.a. All applicants desiring sewer service may be required to make written application at the office of the utility on printed forms provided therefor setting forth in said application all purposes for which sewer will be used upon the applicant's premises. The utility may require the applicant to provide identification at the time of application for service. All applicants for service shall be required to designate on every application for service whether the applicant is a tenant or an owner of the premises to be served. If the applicant is a tenant, the applicant shall state the name and address of the owner or owners of the premises to be served.

6.1.5.b. Any change in the identity of the contracting customer at a premises will require a new application for sewer service, and the utility may, after reasonable notice, discontinue sewer service

until such new application has been made and accepted, but the former customer shall remain liable for sewer service furnished to said premises until the customer has given notice in writing to the utility to discontinue sewer service. In the event the customer of record has died or has become incapable of being responsible for sewer service, that individual's spouse may become the customer of record without being required to complete a new application for sewer service, or paying a new deposit.

6.1.5.c. In the event that a publicly or privately owned water utility, city, incorporated town, other municipal corporation or other public service district, owns and operates water facilities within the same service territory as the public service district providing sewer service to the area, then the sewer public service district shall provide the customer with a proper receipt and shall instruct the customer to present said receipt to the water utility when application for water service is made.

6.1.6. Public service district's notice of availability of sewer service and billing after notice.

6.1.6.a. Notice by publication. -- When sewer service is made available by a public service district to customers in an area which has not previously been served by the district, the district shall publish a notice in a newspaper of general circulation in the area affected once a week for two consecutive weeks, with the second notice being published at least thirty (30) days prior to the date that the district intends to begin billing for services. The notice shall state, at a minimum, the following information: (1) that sewer services are available; (2) the date that the district will begin billing for services as authorized by W. Va. Code §16-13A-9 and Sewer Rule 6.3; (3) the district's rates; (4) that W. Va. Code §16-13A-9 authorizes the district to petition the circuit court to compel connection to the sewer system; (5) the location and telephone number of the district's business office; and (6) the amount of the bill to be rendered as provided by W. Va. Code §16-13A-9, in the event a customer does not connect to the system.

6.1.6.b. Publication is not required when service is extended to a single customer at the customer's request.

6.1.6.c. Personal notice. -- In addition to notice by publication, when sewer service is made available to customers in an area which has not previously been served by the district, the district shall provide notice with at least the information as described in Section 1. above, to all potential new customers by certified mail, return receipt requested, by personal service with signed and dated receipt, or by posting a notice on the premises. If the premises to be served is not inhabited by the owner, notice shall be given to the owner by certified mail, return receipt requested, in addition to giving notice to the customer inhabiting the premises. In the event that the district is not able to effect personal notice after a good faith effort, or if the district believes that the requirements of this section create an undue hardship on the district, the district may petition the Commission for a waiver of the requirements of personal notice provided in this section.

6.1.6.d. Customers of public service sewer districts who are not connected to the sewer system after appropriate notice has been given of availability of service pursuant to W. Va. Code §16-13A-9 and Sewer Rule 6.1.6. shall be billed based on actual water consumption or the average monthly water consumption based upon the owner's, tenant's, or occupant's specific customer class. These charges must be included in the utility's tariff filed with the Commission.

6.2. Customer deposits.

6.2.1. Security deposits.

6.2.1.a. Security deposits for utilities other than public service districts. -- A utility, other

than a public service district, may require the applicant or customer to make a deposit with it initially, and from time to time, to secure payment of sewer service rates and charges. Except for municipal sewer systems, such deposit shall not be more than one-twelfth (1/12) of the annual estimated charge for residential service and or one-sixth (1/6) of the annual estimated charge for all other service. For a municipal sewer system only, the deposit shall not be more than either fifty dollars ($50) or two-twelfths (2/12) of the average annual usage of the applicant's specific customer class, whichever is greater. For combined water and sewer municipal systems the deposit shall not be more than either one hundred dollars ($100) or two-twelfths (2/12) of the average annual usage of the applicant's specific customer class, whichever is greater. This provision must be included in the utility's tariff filed with the Commission. The utility shall not be bound to supply sewer service until this condition is fulfilled. The utility shall have a reasonable time, not to exceed thirty (30) days, to ascertain that the obligations of the customer have been fully performed before being required to return any deposit in the case where there has not been an automatic refund.

6.2.1.b. Security deposits for public service districts. -- All new applicants for residential or other sewer service from a public service district shall make a deposit of (i) fifty dollars ($50), or (ii) two-twelfths (2/12) of the average annual usage for the applicant's specific customer class for sewer service, whichever is greater, with the district to secure the payment of sewer service rates and charges. For combined water and sewer public service districts such deposit shall not be more than either one hundred dollars ($100) or two-twelfths (2/12) of the average annual usage of water service and wastewater service for the applicant's specific customer class, whichever is greater. The district shall not be bound to supply sewer service until this condition is fulfilled. In any case where a deposit is forfeited to pay service rates and charges which were delinquent at the time of disconnection or termination of service, no reconnection or reinstatement of service may be made by the district until another deposit, as described above, has been remitted to the district. This provision must be included in the utility's tariff filed with the Commission.

6.2.1.c. Return of deposit to customers. -- Except as otherwise provided in Sewer Rule 6.2.1.d., after a customer has paid bills for service for twelve (12) consecutive months without a delinquency, the utility shall promptly and automatically refund the deposit plus accrued interest. Calculation of the above twelve (12) month period shall commence from the first regular payment or following the payment of a delinquent bill or bills. For a customer whose deposit remains with the utility at the time of the requested termination, any deposit plus interest held by the utility shall be credited against the final bill with the utility paying any remainder to the customer at the time of the final bill.

6.2.1.d. Return of deposit by public service districts and municipal systems only for a customer who is a tenant. -- By statute public service districts and municipal systems are not required to return a deposit to a customer who is a tenant until the time the tenant discontinues service with the district or municipal system. After a customer who is a tenant discontinues service with the district or municipal system, the utility shall promptly and automatically refund the deposit plus accrued interest. The public service district or municipal system shall have a reasonable time, not to exceed thirty (30) days, to read and remove meters and to ascertain that the obligations of the customer have been fully performed before being required to return any deposit in the case where there has not been an automatic refund.

6.2.1.e. Interest paid on deposits will be established by the Commission by general order.

6.2.1.f. A current customer of a public service district or a municipal system who requests service at another location within the jurisdiction of the district and who has made payment of bills for the previous twelve (12) months without a delinquency, is not required to pay a deposit for service at the new location because that customer is not a new applicant for service under W. Va. Code §§16-13A-9, 8-20-10, or 16-13-16. The preceding sentence shall not apply to multiple service locations. Multiple

service locations shall require multiple deposits. In the event the customer of record has died, or has become incapable of being responsible for sewer service, that individual's spouse may become the customer of record without being required to complete a new application for sewer service, or paying a new deposit.

6.2.1.g. Record of deposit. -- Each utility holding a cash deposit shall keep a record showing: (i) The name and current address of each depositor; (ii) the amount and date of the deposit; and (iii) each transaction concerning the deposit.

6.2.1.h. The receipt. -- Concurrently with receiving a cash deposit, the utility shall deliver to the applicant for service, or customer, a receipt showing: (i) The date thereof; (ii) the name of the applicant or customer and the address of the premises served or to be served; (iii) the service furnished or to be furnished; and (iv) the amount of the deposit and the fact that interest will be paid at a Commission determined rate. Each utility shall provide automatic means to refund the deposit of a customer, when so entitled, if the original receipt cannot be produced. A receipt or proof of payment will not be necessary under the provisions for an automatic refund.

6.2.1.i. Unclaimed deposits. -- The utility shall follow the provisions of the Uniform Unclaimed Property Act, codified in W. Va. Code §36-8-1 et seq., with regard to the disposition of any unclaimed deposit.

6.2.1.j. This rule shall not affect residential customer security deposits required by a utility prior to the passage of W. Va. Code §24-3-8 on March 12, 1983.

6.2.1.k. All utilities that collect security deposits must do so in a non-discriminatory manner.

6.2.2. Guaranty agreement.

6.2.2.a. A utility, other than a public service district, may accept, in lieu of the cash deposit, a guaranty agreement signed by a financially responsible guarantor, whereby payment of a specified sum, not exceeding the cash deposit aforesaid, is guaranteed. The guarantor may, upon request, receive copies of disconnection notices sent to the customer whose account has been guaranteed; provided that the limitations herein fixed upon the terms of a guaranty agreement shall not apply to industrial customers.

6.2.2.b. A guaranty agreement shall terminate after the customer has satisfactorily paid bills for service for twelve (12) consecutive months, or when the customer gives notice to the utility of discontinuance of service at the location covered by the guaranty agreement, or six (6) months after discontinuance of service where no notice was given, or at the guarantor's request upon thirty (30) days' written notice to the utility. Upon termination of a guaranty agreement, or whenever the utility deems the same insufficient as to amount of surety, a cash deposit or a new or additional guaranty may be required upon reasonable written notice to the customer.

6.2.2.c. Application in case of receiver or trustee. -- The aforesaid provisions shall apply in the case of a receiver or trustee, operating a business under court order that requires utility service.

6.3. Billing information.

6.3.1. All bills for sewer service shall state whether the charge is based upon quantities of water consumed at the premises, flat rate or other charge. A utility shall render bills periodically. If based upon metered water consumption each bill must show the readings of the water meter at the beginning and end of the period for which the bill is rendered, the date of the water meter readings, the number of cubic feet or gallons of water supplied, and the authorized rate. If the utility must, for any reason, render an

estimated bill, the bill shall be clearly marked as an estimated bill. All bills shall state "This utility is regulated by the Public Service Commission of West Virginia" and "Rates available upon request."

6.3.2. No adjustment will be required in billing when the deviation from the standard billing period is not more or less than five (5) days in the case of monthly billing, ten (10) days in the case of bi-monthly billing, and fifteen (15) days in the case of quarterly billing. When the deviation exceeds these limits, either for regular or periodic billing or for opening or closing bills, the sewer blocks, and minimum charges shall be prorated on the basis of the ratio of the number of days in the period in question to the number of days included in the standard billing period, which will be taken at thirty (30) days for monthly billing, sixty (60) days for bi-monthly billing, and ninety (90) days for quarterly billing.

6.3.3. Utilities desiring to adopt mechanical billing of such nature as to render compliance with all the terms of Sewer Rule 6.3.2. impractical, may make application to the Commission for relief from part of these terms. After consideration of the reasons given when asking for relief, the Commission may allow the omission of part of these requirements.

6.3.4. On all bills that include charges for items other than authorized sewer charges, the utility will clearly state other factors used in computing the bill so that the amount may be readily verified from the information appearing on the bill.

6.3.5. Each bill shall bear on its face the latest pay date and the date it shall be a delinquent bill if not paid. A utility may request a delayed payment penalty applicable to current usage billings not paid in full by the latest pay date, equal to ten percent (10%) of the net current amount unpaid. This delayed payment penalty is not interest and is to be collected only once for each bill where it is appropriate. This provision must be included in the utility's tariff filed with the Commission.

6.3.5.a. When a utility receives a customer payment at a time when both a delinquent bill and a current bill are outstanding, the utility will apply the payment first to the current bill, and apply any leftover amounts to the delinquency. Provided, that this rule shall not apply to payments from customers whose delinquencies have been addressed in a deferred payment agreement. If a termination notice has been issued then the payment should first be applied to the delinquent amount that is the subject of the termination notice.

6.4. Adjustment of bills.

6.4.1. Fast meters. -- If the water utility makes a refund to the customer pursuant to Rule 6.4.1. of the Commission's "Rules for the Government of Water Utilities," 150CSR7 (Water Rules), the sewer utility will make a corresponding adjustment to the sewer charges associated with the same period of time based on the corrected meter reading and the applicable sewer rates.

6.4.2. Dead Meters. -- At any time that a water utility calculates water usage and bills for water service pursuant to the provisions in Water Rule 6.4.2., the sewer utility will bill for sewer service for the corresponding time period based on the water usage calculated and billed by the water utility.

6.4.3. Leaks on the customer's side of the meter.

6.4.3.a Each utility shall implement a written leak adjustment policy consistent with this rule. Where the bill reflects unusual water usage in excess of 200% of the customer's historical usage that can be attributed to leakage on the customer's side of the point of service, the utility will adjust the bill. The policy shall be maintained in the utility's office for inspection by the public and shall be applied in a non-discriminatory manner to all customers. The policy shall be filed with the Commission as a part of the

utility's tariff. The reasonableness of the utility's policy shall be subject to approval by the Commission and the reasonableness of the utility's practice with respect to implementing a policy shall be subject to Commission review in a formal complaint proceeding.

6.4.3.b. The recalculated bill shall reflect the utility's incremental cost of treating or purchasing the treatment of the sewage, as contained in the utility's tariff, for all amounts above 200% of the customer's historic usage. Historic usage shall be defined as the average usage of the preceding twelve (12) months or actual period of service if less than twelve (12) months. If using the historic usage would result in an unreasonable calculation, adjustments may be made. If such adjustments are made, the utility should advise its customer that a dispute regarding such adjustments may be taken to the Commission in the form of an informal complaint. Any amounts which the customer can prove did not enter the sanitary sewer system shall be credited at full tariff rates.

6.4.3.c. As an alternative to using the incremental cost of treating or purchasing the treatment of the sewage, the utility may, at its option, use an adjustment that allows it to recover the Commission's estimate of "typical incremental cost" per thousand gallons of sewage on usage above the historic usage. The Commission shall from time to time establish its estimate of "typical incremental cost" by order.

6.4.3.d. In rate cases the Commission will determine the utility's incremental cost of treating or purchasing the treatment of the sewage and require that the utility include the rate in an appropriate tariff as the leak adjustment rate. After the Commission approves a rate in a rate case, the utility shall not have the option to use the Commission's estimate of "typical incremental cost" found in Sewer Rule 6.4.3.c.

6.5. Complaints.

6.5.1. Investigation of complaints. -- Each utility shall make a full and prompt investigation of all complaints made to it by its customers, either directly or through the Commission. In the event that the complaint is not resolved, the utility shall, before service is discontinued, notify the customer that he may file an informal or formal complaint with the Commission.

6.5.2. Record of complaints. -- The utility shall keep a record of all complaints received, which record shall show the name and address of the complainant, the date and character of the complaint, and the adjustment or disposal made thereof.

6.5.3. Disposition of records. -- Records of complaints shall not be destroyed until a summary has been prepared for permanent record, showing the character of complaints made, the number of each type received in each month, and the disposition of the complaints.

6.6. Disputed bills.

6.6.1. In the event of a dispute between the customer and the utility respecting any bill, the utility shall conduct an investigation and report the result thereof to the customer. In the event that the complaint is not resolved, the utility shall, before water or sewer service is discontinued, notify the customer of the customer's right to file an informal or formal complaint with the Commission.

6.7. Customer discontinuance of service.

6.7.1. Any customer requesting service to be discontinued shall give notice thereof to the utility during regular business hours. Unless a different period shall be mutually agreed upon by written contract, the utility will discontinue service by the end of the next business day. Until the utility receives

notice, the customer may be held responsible for all service rendered.

6.8. Utility discontinuance of service.

6.8.1. Consideration of health and sanitation require that sewer service should not be discontinued because of non-payment of service charges unless the utility has first acquired the approval of the Commission. The sewer utility shall make use of all legal remedies available for the collection of delinquent accounts prior to application to the Commission for other relief.

6.8.2. Notice of discontinuance.

6.8.2.a. In the case of a sewer utility requesting termination of water service for non-payment of sewer service, the water utility may not discontinue service sooner than ten (10) days following the date that a sewer utility has mailed to a customer written notice of scheduled termination of service, in compliance with Sewer Form No. 1 attached to these rules. Where written notice is required the utility must send the notice first class mail, address service requested. The written notice shall become void if the utility service has not discontinued within thirty (30) days of the date indicated on the notice.

6.8.2.b. Where (1) conditions hazardous to life or property are found to exist on the customer's premises, (2) the utility's regulating, measuring or collection equipment or facilities have been tampered with, or (3) the customer's premises have been condemned through a condemnation proceeding under the laws of this state, the water may be shut off without notice in advance.

6.8.2.c. Prior to disconnecting water service for non-payment of a sewer bill, a sewer utility or water utility is required to make at least two (2) attempts to notify the customer through personal contact unless it can be reasonably established that the premises are not permanently inhabited. For the purpose of this rule, personal contact includes both face-to-face meetings and telephone calls. The inability to make personal contact shall not prevent the water utility from terminating service.

6.8.2.d. Service shall not be discontinued on a Saturday, or Sunday, any day that is a federal or state holiday, a day on which either the water utility's or the sewer utility's business office is not open to accept payment, or on the day before such days, unless an emergency exists.

6.8.2.e. All disconnections shall be performed between the hours of 8 a.m. and 4 p.m.

6.8.2.f. The water utility may, but is not required to, accept payment at the customer's premises in lieu of discontinuing service for a delinquent sewer bill.

6.8.2.g. If a customer has received notice of a scheduled termination, and, to avoid such termination, makes payment by check which is subsequently dishonored by the bank, the sewer utility may then request the water utility to terminate service only after it has mailed notice, by first class mail, to the customer at least five (5) days, excluding Saturdays, Sundays, and state or federal holidays, prior to termination; provided that at the option of the utility, in lieu of mailing the notice, the utility may contact the customer either in person or by telephone. For purposes of this rule, if the utility elects to contact the customer either in person or by telephone, an attempt to contact shall not be considered sufficient – actual contact must be made.

6.8.2.h. If a landlord of a single-unit dwelling or a master-metered mobile home park, apartment building, motel, hotel or other multiple or single-unit dwelling is responsible for payment of a utility bill, written notice of termination in the form of Sewer Form No. 2 shall be placed at a location readily available for public inspection on the premises at least five (5) days, excluding Saturdays,

Sundays, and state or federal holidays, prior to the scheduled termination of service to that mobile home park, apartment building, motel, hotel or other multiple or single-unit dwelling in order to provide notice of the scheduled termination to the tenants of said mobile home park, apartment building, motel, hotel or other multiple or single-unit dwelling. If the billing address for any single-unit service is different than the service location, a written notice in the form of Sewer Form No. 2 shall be delivered or posted at a visible location on the premises where the service is to be terminated at least five (5) days, excluding Saturdays, Sundays, and state or federal holidays, prior to the scheduled termination. This notice shall inform the occupant(s) of the date on or after which termination of service will occur and shall state the steps the occupant(s) can take to avoid termination of service.

6.8.2.i. Deferred Payment Agreement. A sewer customer who has been notified that water service is to be terminated for non-payment of sewer bills shall be given the opportunity to enter into a deferred payment agreement: Provided, that such customer has demonstrated an ability to pay but only in installments. The customer shall be informed at the time a disconnect notice is issued of the availability of a reasonable payment plan.

6.8.2.i.1. The details of the deferred payment agreement are to be negotiated between the utility and the customer and may consider several factors, including, but not limited to the following: Amount of the delinquency; ability of the customer to pay; payment history; time the delinquency has been outstanding; reasons why the delinquency has been outstanding; and any other relevant factors.

6.8.2.i.2. A standard deferred payment agreement will include a pay-off amount consisting of the delinquency balance in twelve monthly payments. If a residential customer desires a payment period that is shorter than twelve (12) months, the utility shall accept the shorter term. The deferred payment agreement shall include language informing the customer of the right to challenge the reasonableness of the proposed payments to the Commission.

6.8.2.i.3. During the challenge, the utility may not terminate service; provided that the current bill must be paid by the customer on time and in full in order to protect the customer's rights under this rule.

6.8.2.i.4. Once a deferred payment agreement has been established, the customer must pay the current bill on time and in full and make timely payments in accordance with the deferred payment agreement.

6.8.2.i.5. If the customer's financial condition significantly changes and the existing payment agreement results in hardship, the utility shall renegotiate the payment agreement, consistent with the provisions of Sewer Rule 6.8.2.i.1. The customer shall provide documentation in support of a claim that the customer's financial condition has changed. During the renegotiation period the customer must continue to pay the current bill on time and in full and make some payment on the delinquency.

6.8.2.i.6. If the deferred payment is not received in accordance with the terms of the agreement, or the payment is made with a check subsequently dishonored by the bank, the utility may terminate service only after it has mailed written notice, by first class mail, to the customer at least five (5) days, excluding Saturdays, Sundays, and state or federal holidays, prior to notifying the water utility to terminate service provided that at the option of the utility, either personal contact or telephone contact with the customer may be substituted for contact by first class mail. If the customer pays the delinquent payment within that notice period, service shall not be terminated. However, if the customer has, during the previous twelve (12) months, attempted to make payment by a check which was subsequently dishonored by the bank, the utility may refuse the customer's check and immediately terminate service without additional notice.

6.8.2.j. A sewer utility requesting termination of water service for non-payment of sewer bills shall provide the water utility with a copy of the notice provided to the customer as required by Sewer Rule 6.8.2.a.

6.8.2.k. A sewer utility will provide the water utility with a written request for termination of water service for non-payment at least twenty-four (24) hours before the end of the ten-day notice period to the customer.

6.8.2.l. If a utility proposes termination rules that differ from the Commission rules, those termination rules must be filed with the Commission as a request to modify the utility's tariff.

6.8.3. Once a disconnected customer has paid a delinquency in full, or the utility has agreed to enter into a deferred payment agreement with the customer, and all disconnect and or reconnect fees have been paid, the utility shall reconnect the customer's water service as soon as possible, but no later than twenty-four (24) hours from the time the customer pays all disconnect and reconnect fees.

6.8.4. Charge for reconnection.

6.8.4.a Whenever the supply of water is turned off for non-payment of sewer bills, the water utility may make a charge as provided for in Water Rule 6.8.3.

6.8.5. The utility shall not refuse, deny or discontinue service to an applicant or present customer due to a delinquency in payment for service by a previous occupant of the premises to be served unless such applicant or present customer and such previous occupant are members of the same household and were members of the same household at the time the delinquent bill was incurred.

6.8.6. Combined water and sewer public service districts. -- Any public service district providing water and sewer service to its customers shall have the right to terminate water service for delinquency in payment of either water or sewer bills; provided that proper notice is given and procedures followed as set out in these rules.

6.8.7. Inter-utility Agreements regarding discontinuance of water service for non-payment of sewer bills.

6.8.7.a. In the event that any utility (whether public, private, city, incorporated town, municipal corporation or public service district) owns and operates either water facilities or sewer facilities, and a separate utility owns and operates the other kind of facilities, either water or sewer, then the two utilities shall covenant and contract with each other to shut off and discontinue the supplying of water service for the non-payment of sewer service fees and charges; provided that proper notice is given and procedures are followed as set forth in Sewer Rule 6.8.2.

6.8.7.b. Municipal sewer. -- When sewer facilities are municipally owned and water facilities are not, the municipality providing sewer service may require the water utility to discontinue water service to any customer who is delinquent in the payment of sewer service rates and charges to the municipality. The water utility shall discontinue water service upon demand of the municipality for this purpose; however, prior to discontinuance of any water service, the municipality shall contract with the water utility which contract shall provide that the municipality shall reimburse the water utility for all costs and expenses incurred in both the termination of water service to the delinquent sewer customer and the subsequent resumption of water service to such customer. The contract shall provide for reasonable methods and assurances so that the water utility will be protected and held harmless from claims and

damages when water service is discontinued in error or in violation of the rights of the customer through the fault of the municipal sewer utility.

6.8.7.c. The inter-utility agreement should contain specific provisions regarding responsibilities of notice of termination, termination, reconnection, and reasonable fees based on fair and reasonable compensation.

6.8.7.d. Any inter-utility agreements pursuant to Sewer Rule 6.8.7.a. shall be submitted to the Commission for approval prior to any termination of water service for non-payment of sewer bills under such agreements.

6.8.7.e. A water utility that has terminated or reconnected service for non-payment of sewer bills, or that has made a visit to the customer's premises to terminate service, may charge the sewer utility a fee pursuant to Sewer Rule 6.8.7.c. The sewer utility may include this charge in the billing to the delinquent customer, provided that such charge is included in the sewer utility's approved tariff.

6.9. Refusal to serve applicants. -- It is suggested the utility design its application form to reflect the following:

6.9.1. Non-compliance with rules. -- Any utility may decline to serve an applicant until he has complied with these rules and the utility's rules set forth in a Commission approved tariff governing sewer service.

6.9.2. Applicant's facilities inadequate. -- The utility may refuse to serve an applicant if the applicant's installation of sewer piping is hazardous or of such character that satisfactory service cannot be provided.

6.9.3. A bill which has been found to be contractually uncollectible by a court or could reasonably be found to be uncollectible by reason of an applicable statute of limitations shall not be used by a utility to deny or discontinue service.

6.9.4. Applicant's recourse. -- In the event that the utility refuses to serve an applicant under the provisions of this rule, or any other rule incorporated herein, the utility must inform the applicant that the applicant may file a complaint with the Commission for decision.

6.10. Access to property.

6.10.1. The utility shall, at all reasonable times, have access to service connections and other property owned by it on a customer's premises for purpose of inspection, maintenance and operation.

6.10.2. Identification for employees. -- Every employee, whose duties regularly require work on or near the property of a customer, shall wear a distinguishing uniform or other insignia identifying the person as an employee of the utility and shall carry an identification card which will identify the person as an employee of the utility, containing a photograph of said employee. The identification card shall contain the telephone number of the utility as well as other pertinent information necessary to identify the employee. All other employees, whose duties require occasional entry into the homes or premises of customers, shall carry an identification card containing information as herein required.

6.11. Service interruptions.

6.11.1. Records of interruptions. -- Each utility shall keep a record of all interruptions of service

upon its entire system or major divisions thereof, including a statement of time, duration and cause of the interruptions.

6.11.2. Notice required for scheduled interruptions. -- The utility will notify the Bureau for Public Health, the Department of Environmental Protection, the Commission and every customer affected in advance of any contemplated work which will result in interruption of service for any duration that may cause a health or environmental hazard.

6.11.3. Notice required for unscheduled interruptions. -- In the event of an unscheduled service interruption that may cause a health or environmental hazard, the utility will notify the Bureau for Public Health, the Department of Environmental Protection, and the Commission as soon as possible upon the utility becoming aware of an unscheduled service interruption. Additionally, a utility will make customers and the general public aware of any unscheduled service interruption for which the utility is required to provide notice by utilizing one or more of the following acceptable methods of public notification as appropriate:

6.11.3.a. Fax/e-mail notification to local radio and television stations, cable systems, newspapers and other print and news media in the affected area as soon as possible after the event occurs. The notification must provide relevant information about the event, such as the affected location, its potential impact including possible adverse health effects and the population or sub-population particularly at risk, and a description of actions affected ratepayers/occupants should take to ensure safety, with updates as often as needed.

6.11.3.b. Use of the utility's own Internet web site and 24/7 emergency phone line and integrated voice response system to provide relevant information about the event, such as the affected location, its potential impact including possible adverse health effects and the population or sub-population particularly at risk, and a description of actions affected ratepayers/occupants should take to ensure safety, with updates as often as needed.

6.11.3.c. Other types of notice at the discretion of the utility, including, but not limited to, doorknob flyers distributed to affected ratepayers/occupants e-mail, text message, automated dialing system (outbound dialing).

6.11.4. Actual notice must be provided to affected health care and childcare facilities and other facilities, for example, schools and restaurants, as determined by consultation with the Commission, the Bureau for Public Health, the Department of Environmental Protection and other state agencies as necessary.

6.11.5. A utility shall coordinate with state and local emergency management agencies, as needed, to use any emergency alert system available for qualifying situations.

6.11.6. Public Notice Templates. -- Utilities should have public notice templates prepared and available in advance to avoid wasting critical time developing materials when confronted with an unscheduled service interruption. The notices should cover all possible contaminants of concern and associated health effects.

6.11.7. Utility Contact Person. -- To ensure that the public is informed in the case of an unscheduled interruption occurring due to an emergency situation, utilities should have a knowledgeable contact person stationed onsite during the emergency, if possible, to communicate to the public and media on behalf of the company.

6.12. Moratoria.

6.12.1. Conditions. -- The Commission may impose a moratorium on the system, either entire or apportioned, whenever sufficient evidence exists that the existing facilities are operating in excess of design capacity, that the system capacity necessary for future demand does not exist, or when an increase in customers will result in the degradation of service to existing customers.

6.12.2. Petition. -- A utility, Commission Staff, or governmental entity may petition the Commission in writing for the imposition of a moratorium on a system. The petition should include evidence of the existence of conditions outlined in Sewer Rule 6.12.1. If the utility is the petitioner, it must state the utility's plan to remediate those conditions.

6.12.3. Imposition by state agency other than the Commission. -- A utility must immediately notify the Commission in writing if a State agency other than the Commission imposes a moratorium on the utility's system.

6.12.4. Public notification of petition. -- A party petitioning for a moratorium shall notify the public that such request is being made, through a Class II legal advertisement in the form of Sewer Form No. 3, "Public Notice of Filing of a petition for imposition of a moratorium" attached to these Rules, published no later than fifteen (15) calendar days from the date such request is made to the Commission. The notification shall clearly state which areas of the utility's system are affected, and that interested parties may submit comments to the Commission for consideration.

6.12.5. Exemptions. -- Any prospective customer or group of prospective customers may apply to the Commission for an exemption from an existing moratorium. The prospective customer(s) shall make the requests in writing to the Commission, and shall include justification for the proposed exemption.

6.12.6. Refusal of Service. -- A utility may not deny service to a prospective customer on grounds of a moratorium until the Commission has imposed a moratorium. Any utility denying service to a prospective customer or group of customers due to a moratorium shall notify, in writing, all applicants for service of the applicant's right to file with the Commission a request for exemption from the moratorium.

6.12.7. Improvements to System. -- A utility upon which a moratorium is imposed shall continue to seek improvements to its system necessary to lift the moratorium. The Commission may, at its discretion, require the utility to submit reports outlining all progress made toward system improvements.

§150-5-7. Utility Facilities; Service Pipes; Extension of System.

7.1. Adequacy of facilities.

7.1.1. The collecting system of every sewer utility shall be designed, constructed, maintained and operated to receive and transport the sewage from its customers' outlets to its treatment plant without undue delay.

7.1.2. Where the terrain is such that pumping or lift stations must be provided, such facilities must have the approval of the Bureau for Public Health and the Department of Environmental Protection and be operated under the rules of the Bureau for Public Health and the Department of Environmental Protection.

7.1.3. When a new sewer utility proposes to construct and operate a sewer service business, its entire plant layout shall be approved by the Bureau for Public Health and the Water Resources Division of the Department of Environmental Protection.

7.1.4. Construction and maintenance of plant. -- A utility shall at all times construct and maintain its entire plant and system to furnish safe, adequate and continuous service.

7.1.5. Inspection of plant. -- A utility shall inspect its plant and facilities in such manner and with such frequency as is necessary to ensure a reasonably complete knowledge as to conditions and adequacy at all times. Such inspections must comply with the legally applicable requirements of the Minimum Federal Safety Standards (Federal Occupational Health and Safety Administration) and the Bureau for Public Health and the Department of Environmental Protection.

7.1.6. Records of conditions. -- Records necessary for the proper maintenance of the system and in accordance with the Bureau for Public Health and the Department of Environmental Protection and the Minimum Federal Safety Standards shall be kept of the conditions found. In special cases, a more complete record may be specified by the Commission.

7.1.7. Records of operation. -- A utility shall keep a record of the operation of its plant, which, so far as practical, shall show sufficient details of plant operation as is necessary to substantially reproduce its daily operations. The utility shall also maintain the records in accordance with the requirements of the Minimum Safety Standards and the Bureau for Public Health and the Department of Environmental Protection.

7.1.8. Report to Commission. -- A utility shall, upon request of the Commission, file with the Commission a statement regarding the condition and adequacy of its plant, equipment, and facilities, and of its operations and service in such form as the Commission may require.

7.2. Utility Service Pipe.

7.2.1. Where the service pipe is required for the immediate and continuous use for general service to premises abutting the public street or right-of-way in which mains are located, the utility will furnish, install, and maintain the utility service pipe and appurtenances between the main in the street up to the customer's point of service at or near 90 degrees to the main. All such service pipes and appurtenances shall be installed only by the utility unless by prior written agreement.

7.2.2. The utility shall determine the location of the utility service pipe.

7.2.3. The utility shall install and maintain, at its own cost and expense, all of the utility service pipe to the point of service, regardless of the side of the road on which the customer is located in reference to the main line. The utility shall designate the point of service on the customer's side of the road.

7.2.4. The utility shall not make any charge for furnishing and installing any permanent service connection, unless the utility has prior approval of the Commission to charge a tap fee and the same is set forth in the utility's tariff on file with the Commission.

7.2.5. The utility service pipe shall remain under the utility's sole control and jurisdiction.

7.2.6. The customer shall not attach any fixtures to, or make any branches in, the utility service

pipe between the point of service and the main. Violation of this rule may result in termination of service pursuant to these rules.

7.2.7. A utility shall install temporary service connections for construction or other temporary purposes at the cost of the applicant.

7.2.8. A utility shall adopt standard methods of installation where practicable and file a written description and drawings to provide a clear understanding of the requirements.

7.2.9. Availability defined. -- Sewer service will be deemed available to a customer when a main is installed and maintained by the utility in a location and at a distance from the user's premises as may be provided by city ordinance or by the rules of the utility: provided, that service shall not be deemed to be available unless the sewage will flow by gravity or be transported by such other methods approved by the Bureau for Public Health including, but not limited to, vacuum and pressure systems, approved under W. Va. Code §16-1-9, from the customer's premises into the utility's facilities.

7.3. Customer Service Pipe.

7.3.1. No customer, plumber, company owner or any agent shall connect to the utility's main or to any utility service pipe, or extend the pipes therefrom to any premises for the purpose of securing sewer service, until application has been made therefor to the utility as provided in these rules and the utility has granted permission in writing.

7.3.2. Once a utility grants an application for service, the customer shall install and maintain the customer service pipe.

7.3.3. The utility's authorized employee shall inform the customer of the location of the point of service. The customer shall install the customer service pipe to the point of service after which the utility will install the utility service pipe from the main to the point of service.

7.3.4. Where the utility's service pipe is already installed to the point of service, the customer shall connect with the utility service pipe as installed.

7.3.5. The customer service pipe shall be installed in a workmanlike manner, shall conform to all reasonable rules and regulations of the utility, and shall be maintained by the customer at the customer's expense.

7.3.6. The utility will specify the size, kind, quality and location of all materials used in the customer's service pipe and the customer shall comply with those specifications.

7.3.7. A customer must maintain the customer service pipe in good condition and free from all leaks and defects, at the customer's cost and expense. A customer's failure to comply with this rule may result in termination of water or sewer service pursuant to these rules.

7.3.8. The customer's service pipe shall be laid below the frost line at all points and shall be placed on firm and continuous earth so as to give unyielding and permanent support; and be installed in a trench at least two feet in a horizontal direction from any other trench wherein gas pipe, water pipe, or other facilities, public or private, are or are to be installed.

7.3.9. A customer's service pipe shall not pass through or across any premises or property other than that to be served. If a property served as of September 14, 2021 is later subdivided resulting in the

original customer's service pipe crossing the subdivided property that will be occupied by a new customer, the original customer and new customer must have separate service pipes. The original customer must obtain a right-of-way for the original customer's service pipe on subdivided sections of property before title of such section passes to a new owner.

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

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

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

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

7.4. Extension of mains to serve new customers.

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

7.4.2. The utility shall make extensions in all cases in which the public convenience and necessity require the service, construction problems are not unusual or burdensome, and the extensions appear to be economically feasible.

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

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

7.4.5. Extension for general sewer service.

7.4.5.a. The utility will respond to all inquiries regarding new sewer service, whether oral or

written, by explaining all available options for obtaining service under these rules.

7.4.5.b. The utility will, upon written request for service in the form of Sewer Form No. 4, by a prospective customer or group of prospective customers located in the same neighborhood, determine the necessary size of main required to give service and make an estimate of the cost of providing the requested service, using the form of Sewer Form No. 5, including pipe, valves, manholes, fittings, necessary materials, permits, labor costs incurred by the utility when the utility externally contracts for the construction of the extension, or internal labor costs, provided such internal or external costs are not recovered in existing rates, and other applicable related costs. When a road crossing(s) is (are) necessary to serve the customer(s) requesting service, the cost estimate shall not include costs attributable to extending the main across the first road (closest to the already existing main), but shall include the costs of installing the main across a second and any subsequent road(s). The utility will provide the written estimate calculated using Sewer Form No. 5 to the customer in the form of Sewer Form No. 6, no more than forty-five (45) days from the receipt by the utility of the written request for service. The written estimate shall include an estimated construction start date and an estimated time of construction. If the prospective customer believes that any part of the estimate is unreasonable, the customer is free to pursue an informal request for assistance from the Commission staff or to file a complaint with the Commission. Further, the utility and the customer shall execute a Main Line Extension Agreement. Commission Staff may be consulted to provide assistance and sample forms. The agreement must include as an attachment a copy of this extension rule. The utility shall keep an executed copy of the agreement for at least six (6) years. The length of the extension required shall be that length required to extend from the new proposed service area to the nearest point of connection to the utility system having sufficient excess capacity to provide service at maximum demand.

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

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

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

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

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

7.4.5.d.4. The utility-specific line extension multiplier for private, for profit, utilities shall be based on one (1) divided by the utility's net fixed charge rate. The net fixed charge rate shall

equal a function of the utility's weighted cost of capital, applicable income tax rates, and the Commission approved depreciation accrual rate.

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

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

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

7.4.7. Alternate Depositor-Financed Extension Plan.

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

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

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

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

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

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

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

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

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

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

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

7.4.8. General provisions.

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

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

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

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

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

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

7.4.8.g. This rule shall not be construed as prohibiting the utility from entering into an agreement with a customer that complies with the Commission approved checklist attached hereto as Sewer Form No. 7, in providing an alternate plan for a main extension. Commission Staff may be consulted to provide assistance and sample forms. In providing an alternate plan for main extensions a utility may not discriminate between customers whose service requirements are similar. The agreement shall be filed with and approved by the Commission prior to the implementation or execution of the agreement by any of the parties. The agreement shall include the name, address and phone number of the parties to the agreement. The agreement shall also include a provision explaining why the utility is not funding the extension. The agreement must attach a copy of Sewer Rule 7.4., and a statement signed by the prospective customer that he has reviewed and understands the provisions of Sewer Rule 7.4.6. which entitle a customer to refunds and that he knowingly waives such rights, if applicable. Failure to obtain Commission approval will result in the loss of the right to obtain reimbursement from the utility. If an entity other than the utility constructs the extension, upon completion of construction and proper utility inspection of the extension, the utility shall initiate service only after proper transfer of title to all facilities including property, plant and rights-of-way incidental to the furnishing of utility service.

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

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

7.4.8.j. Right-of-Way.

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

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

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

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

7.4.9. Community infrastructure investment agreements with municipal utilities and public

service districts.

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

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

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

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

§150-5-8. Safety requirements.

8.1. Accidents.

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

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

8.1.3. Asphyxiation. -- A utility shall inform its employees who must work in manholes and pits of the dangers of asphyxiation and instruct them in the practice and use of accepted rules for detection of dangerous gases, as well as the proper procedure for treating victims.

§150-5-9. Creation or alteration of public service districts.

9.1. Creation or alteration of a public service district.

9.1.1. A county commission upon entering an order on its own motion, or upon receipt of a petition, or upon receipt of a recommendation of the Commission, proposing the creation, enlargement, reduction, merger, dissolution, or consolidation of a public service district pursuant to W. Va. Code §16-13A-2, shall:

9.1.1.a. At the same session, fix a date of hearing in the county which date shall be not more than forty (40) days nor less than twenty (20) days from the date of the action;

9.1.1.b. Within 10 days, provide the Executive Secretary of the Commission with a copy of the order or petition and notification of the time and place of the hearing to be held by the county commission;

9.1.1.c. If the territory proposed to be included is situated in more than one (1) county, when fixing the date of hearing, provide for notifying the county commission and clerk thereof of each of the other counties into which the territory extends of the date so fixed;

9.1.1.d. Publish, at least ten (10) days prior to the hearing, a Class I legal advertisement meeting the requirements stated in W. Va. Code §16-13A-2, giving notice of the hearing;

9.1.1.e. Post notice in at least five (5) conspicuous locations in the proposed public service district as required by W. Va. Code §16-13A-2; and

9.1.1.f. File with the Executive Secretary of the Commission affidavits of publication pursuant to Sewer Rule 9.1.1.d., and affidavits of posting pursuant to Sewer Rule 9.1.1.e. as soon as the same are available.

9.2. Notification to the Commission of county commission action.

9.2.1. If the county commission enters an order creating, enlarging, reducing, merging, dissolving, or consolidating a public service district, the county commission shall, within ten (10) days of entering such order, file a copy of such order with the Executive Secretary of the Commission. If the county commission declines to enter such an order, the county commission shall, within ten (10) days of declining, file with the Executive Secretary of the Commission notice that it has declined to enter any such order.

9.3. Notice of Filing.

9.3.1. Upon the receipt of a county commission order proposing the creation, enlargement, reduction, merger, dissolution, or consolidation of a public service district pursuant to W. Va. Code §16-13A-2, the Commission may provide notice of the proceeding through the issuance of a Class I legal advertisement in the form prescribed by the Commission, in the county or counties affected by the proposed order. The notice shall include the right of any customer of the proposed public service district or other interested party to file a written protest. See Sewer Form No. 8 for example of notice to be published.

9.4. Commission hearing.

9.4.1. The Commission may hold a hearing or hearings in each county affected by a county commission order(s) filed pursuant to Sewer Rule 9.1.1. If the Commission holds a hearing, the Commission shall publish a Class I legal advertisement giving notice of the hearing or hearings.

9.5. Commission consideration of proposed creation or alteration.

9.5.1. After public comment and hearing, if held, the Commission shall, by order, approve, disapprove or modify a county commission order creating, expanding, merging, consolidating, reducing or dissolving a public service district. In deliberating on approval, modification or disapproval the Commission may consider, among other things:

9.5.1.a. the public convenience and necessity;

9.5.1.b. the economic feasibility, including sources of funding, costs and related benefits of the county commission's order;

9.5.1.c. the adequacy of facilities;

9.5.1.d. other facilities in the area; and

9.5.1.e. other possible alternatives.

§150-5-10. Distressed and Failing Water or Wastewater Utilities.

10.1. Definitions – These definitions are specific to Section 10.

10.1.1. "Distressed Utility" – a water or wastewater utility that for financial, operational or managerial reasons:

(1)(a) Is in continual violation of statutory or regulatory standards of the Bureau for Public Health, the Department of Environmental Protection, or the Commission, which affect the water quality, safety, adequacy, efficiency or reasonableness of the service provided by the water or wastewater utility;

(b) Fails to comply within a reasonable period of time with any final, nonappealable order of the Department of Environmental Protection, Bureau for Public Health or the Commission concerning the safety, adequacy, efficiency or reasonableness of service, including, but not limited to, the availability of water, the potability of water, the palatability of water or the provision of water at adequate volume and pressure and the collection and treatment of wastewater;

(2) Is no longer able to provide adequate, efficient, safe and reasonable utility services; or

(3) Fails to timely pay some or all of its financial obligations, including, but not limited to, its federal and state tax obligations and its bond payments to the West Virginia Water Development Authority, the United States Department of Agriculture (USDA) or other bondholders; fails to maintain its debt service reserve; or fails to submit an audit as required by its bond or loan documents or state law.

10.1.2. "Failing water or wastewater utility" -- a public utility that:

(a) Meets the definition of a distressed water or wastewater utility; and either:

(b) Has not, after a reasonable time period, been stabilized and improved by corrective measures put in place under W. Va. Code §24-2H-7; or

(c) Has had the corrective measures suspended for good cause shown by an order of the Commission.

10.1.3. "Capable proximate water or wastewater utility" -- a public utility that regularly provides adequate, safe and reasonable service of the same type as the distressed utility and is situated close enough to the facilities of a distressed utility that operational management is reasonable, financially viable, and not adverse to the interests of the current customers of the non-distressed utility.

10.2. Potentially unstable water and wastewater utilities.

10.2.1. Commission Staff will review annual reports, rate case filings and other financial data available from public information or from the utility directly and prepare a list of water and wastewater utilities that appear to be financially unstable. This list will be updated annually. Commission Staff will provide the list to the Commission by interoffice memorandum by November 1st of each year.

10.2.1.a. After receipt of the list, the Commission may request from any water and wastewater utility current financial information, including bank statements, detail of accounts payable, detail of current and delinquent taxes payable, detail of pension funds, current debt payment and reserve fund status, and any other pertinent information that the Commission requires.

10.2.2. After the Commission finalizes the list, Commission Staff will contact each utility placed on the list to discuss the stability of the utility.

10.2.3. Each utility contacted shall respond to staff contacts in a timely manner, but in no less than 60 days. The utility shall indicate measures it plans to undertake to address the concerns of the Commission Staff regarding the potential instability of the utility.

10.2.4. Commission Staff will offer to provide advice and assistance to resolve any financial, managerial or operational issues that are contributing to the utility's potential instability.

10.2.5. Commission Staff shall periodically report to the Commission regarding the status of the unstable utility and any measures undertaken by the utility to address the potential instability.

10.3. Determination of whether a utility qualifies as a distressed or failing utility and the existence of one or more capable proximate public or private utilities.

10.3.1. The Commission may on its own motion, or upon a petition by Commission Staff or any other person or entity having a legal interest in the financial, managerial or operational condition of the utility, open a proceeding to investigate whether a utility is distressed or failing and to identify any capable proximate public or private utilities that may be able to acquire the utility.

10.3.1.a. The Commission will name as respondents the utility under investigation and any public or private utilities that may be a capable proximate utility.

10.3.2. The Commission will provide notice to named respondents by Order.

10.3.3. The Commission may, by Order, require any named respondent to file specific information in the form of documents, affidavits or prepared testimony.

10.3.4. The Commission will provide Commission Staff and other interested parties the opportunity to file testimony, participate in evidentiary hearings and file briefs in the proceeding.

10.3.5. To determine if a utility is a distressed or failing utility, the Commission will consider:

(1) The financial, managerial and technical ability of the utility;

(2) The level of expenditures necessary to make improvements to the water or wastewater utility to assure compliance with applicable statutory and regulatory standards concerning the adequacy, efficiency, safety or reasonableness of utility service and the impact of those expenditures on customer rates;

(3) The opinion and advice, if any, of the Department of Environmental Protection and the Bureau for Public Health as to steps that may be necessary to assure compliance with applicable statutory or regulatory standards concerning the adequacy, efficiency, safety or reasonableness of utility service;

(4) The status of the utility's bond payments and other financial obligations;

(5) The status and result of any corrective measures previously put into place; and

(6) Any other relevant matter presented by the respondent utilities, Commission Staff or other interested party.

10.3.6. To determine if a utility is a capable proximate utility, the Commission will consider:

(1) The financial, managerial and technical ability of all proximate public utilities providing the same type of service;

(2) Expansion of the franchise or operating area of a potential acquiring utility to include the service area of the distressed utility;

(3) The financial, managerial, operational and rate demands that may result from the current proceeding and the cumulative impact of other demands where the utility has been identified as a capable proximate utility; and

(4) Any other relevant matter presented by the respondent utilities, Commission Staff or other interested party.

10.4. Hearings and public notice.

10.4.1. The Commission will hold evidentiary and public comment hearing(s) in the service area of the utility under investigation.

10.4.1.a. The Commission will conduct the public comment hearing(s) to receive public comments, including, but not limited to, comments regarding possible options available to bring the potential distressed or failing utility into compliance with appropriate statutory and regulatory standards.

10.4.1.b. The Commission will conduct the evidentiary hearing to receive evidence to determine if the utility is a distressed or failing utility and whether a capable proximate utility should manage, operate, or acquire the utility. If there is more than one proximate utility the Commission will also receive evidence to allow the Commission to determine the appropriate capable proximate utility.

10.4.2. The Commission will give notice of the time, place and subject matter of the hearing as follows by:

(a) placing a Class I legal publication in a qualified newspaper pursuant to W. Va. Code §59-3-2(a) in the county or counties where the utility is located no more than 10 days before the date of the hearing;

(b) issuance of a press release; and

(c) providing written notice by certified mail or registered mail to the utility under investigation; the Consumer Advocate Division; any proximate utility that was made a party to the proceeding; the county commission if the utility under investigation is a public service district; and the municipality if the utility is owned and operated by a municipality.

10.4.3. The Commission will, by Order, direct the utility under investigation to give notice to its customers of the time, place and subject matter of the hearing either as a bill insert or in print on its monthly bill statement or, if neither form of notice is reasonably possible, by a separate mailing.

10.4.4. Following the evidentiary hearing, the Commission shall enter an order stating whether the utility is a distressed or failing utility and identifying the capable proximate utilities, if any.

10.5. Alternative, intermediate remedies for distressed or failing utilities.

10.5.1. Before designating a utility as failing, the Commission must determine if one or more of these alternative remedial actions, is reasonable and cost effective for the distressed utility or the capable proximate utility:

(1) reorganization of the utility under new management or a new board, subject to the approval of the applicable county commission(s) or municipal government;

(2) operation of the distressed utility by another public utility or management or service company under a mutually agreed arms-length contract subject to approval by the Commission pursuant to W. Va. Code §24-2-12;

(3) appointment of a receiver to manage the operations of the distressed utility;

(4) immediate merger of utility with one or more other public utilities, subject to the approval of the applicable county commission(s) or municipal government;

(5) acquisition of the distressed utility through a mutual agreement made at arms-length subject to Commission approval pursuant to W. Va. Code §24-2-12; and

(6) any viable alternative other than an ordered acquisition by a capable proximate utility.

10.5.2. The alternative remedial action or actions that may be ordered by the Commission are not mutually exclusive. The Commission may order an interim remedial action or actions pending subsequent final actions. The Commission may also order intermediate objectives within set time limits for certain actions and a time limit for achieving final objectives to remedy financial, managerial, or operating problems that are contributing to the utility being distressed or failing.

10.6. Commission ordered acquisition of a failing utility.

10.6.1. If the goals and objectives set by the Commission pursuant to Sewer Rule 10.5 are not met, the Commission may, without further hearing, determine that the utility is failing and direct an acquisition.

10.6.2. If the Commission determines that the utility is a failing utility and decides that it is in the public interest to forego any alternative remedial action, then the Commission may order the acquisition of the failing utility by the most suitable capable proximate utility, if there is more than one proximate utility.

10.6.2.a. If the distressed or failing utility is a public service district the Commission shall notify the respective county commission(s) with regard to the acquisition of the distressed or failing utility as provided in W. Va. Code §16-13A-2(a)(2).

10.6.2.b. If the distressed or failing utility is a municipal corporation, then the Commission shall notify the respective municipal council with regard to the acquisition of the distressed or failing utility as provided in W. Va. Code §8-12-17 .

10.6.3. If the Commission orders an acquisition, the Commission will provide a timeframe for the failing utility and acquiring utility to agree on acquisition terms, timing, and acquisition price.

10.6.4. Preceding the final acquisition, the Commission may order the capable proximate utility to assume control of the management and operations of the failing utility under a temporary management and operating agreement subject to Commission approval.

10.6.4.a. The Commission may direct a date for the filing of an agreement for Commission approval.

10.6.4.b. If the agreement is not filed when directed, the Commission may direct the capable proximate utility to file a proposed temporary management and operating agreement.

10.6.4.c. The failing utility may respond to the proposed agreement within the time limits set by the Commission,

10.6.4.d. The Commission may, without further filings or hearing establish the terms of an agreement, direct the capable proximate utility to immediately assume management and operations of the failing utility pending an acquisition and direct the failing utility to turn over its management and operations to the capable proximate utility.

10.6.5. Prior to acquisition, the failing utility shall cooperate with the capable proximate utility in negotiating agreements with state and federal agencies, including, but not limited to, negotiation of hold harmless agreements, consent orders or enforcement moratoria during any period of remediation.

10.6.6. The parties to an acquisition may propose to the Commission methods of determining the acquisition price and the parties will have the burden to show that a proposed method is reasonable and in the public interest.

10.6.6.a. The acquisition price must, at a minimum, satisfy all outstanding loans, tax obligations, required grant repayment, liens and indebtedness owed by the failing utility or the acquiring utility may agree to assume the indebtedness if legally permitted.

10.6.6.b. The acquiring utility may propose to pay failing utility outstanding obligations directly, as part of the acquisition consideration, and shall consult with the lenders or lienholders regarding payment in full or the assumption, to the extent legally permissible, of such obligations.

10.6.7. If bondholder consent is required to finalize an acquisition, the failing utility must cooperate with the acquiring utility in obtaining the consent of bondholder(s).

10.6.8. The acquiring utility must submit a financing plan that includes documentation on how the failing utility's indebtedness will be paid or assumed.

10.6.9. If the parties are unable to agree on an acquisition price or any other terms related to the acquisition within the time allowed by the Commission, the Commission may, on its own motion, or upon a petition by either the failing or capable proximate utility, conduct an evidentiary hearing to determine the acquisition price and any other issues related to the acquisition.

10.7. Rates pertaining to recovery of costs for acquisition, operation, repairs and improvements to distressed or failing utility facilities.

10.7.1. The acquiring utility shall propose the rates to be charged after acquisition.

10.7.2. Without a separate rate or tariff filing and without further notice to customers, the acquiring utility may adopt the rates of the acquired utility not subject to true-up but subject to adjustment in future rate proceedings.

10.7.3. The Commission may approve an appropriate and reasonable cost recovery mechanism to allow the capable proximate utility to recover its acquisition costs and projected cost of service of operating, maintaining and improving the facilities of the failing water or wastewater utility or its net costs incurred to operate, maintain, and improve the distressed utility under a Commission approved operating agreement.

10.7.4. Subject to Commission approval in a separate rate or tariff proceeding, which shall be considered by the Commission on an expedited basis without the need for a full base rate proceeding, the acquiring utility may request:

(a) that it be permitted for a reasonable period of time after the date of acquisition to apply a surcharge on the adopted rates or to establish a surcharge on the acquiring utility's tariff applicable only to customers of the acquired utility;

(b) a surcharge or surcharges on acquired customers and existing customers;

(c) that it be allowed to charge the customers of the acquired utility pursuant to a separate tariff which may be higher or lower than the existing tariff of the acquired utility; or

(d) a surcharge on its existing customers related to its costs as a capable proximate utility.

10.7.5. Subject to Commission approval and other rate provisions of this rule, if requested by the acquiring utility, a cost recovery mechanism determined by the Commission to be appropriate, reasonable and in the public interest may include:

(a) A surcharge above existing rates that allows recovery of incremental costs, net of recovery through existing rates necessary to operate, maintain and improve the failing utility's service level to an acceptable level and into compliance with all applicable regulatory standards;

(b) A rate base acquisition adjustment for private for-profit utilities as an incentive to acquire a failing utility;

(c) An increased return on investment as an incentive to acquire a failing utility; or

(d) Any other incentive method proposed by the acquiring utility if the method is determined by the Commission to be appropriate, reasonable and in the public interest.

10.7.6. Rate increments and surcharges, other than adoption of existing rates, approved by the Commission shall be subject to adjustment on an annual basis to reflect changes in costs, additional projected capital and operating costs and true-up of any over or under recoveries of costs.

Sewer Form No. 1
(Sewer Rule 6.8.2.)

(Insert Company Name Here)

NOTICE OF SCHEDULED TERMINATION OF SERVICE
AND CUSTOMER RIGHTS

We have scheduled your water service provided at _____
(address)
for termination on or after _____ because of your delinquent
(date)
sewer bill.

This action has been taken for the following reason(s):

(Include reason and facts resulting in decision to terminate service).

If your service is terminated you will be subject to the following additional charges involving reconnect fees and deposit requirements in order to restore service.

(Include all applicable charges, including disconnect, reconnect and/or administrative fees)

YOU HAVE THE RIGHT TO CHALLENGE THE TERMINATION IF YOU BELIEVE ANY OF THE FOLLOWING CONDITIONS APPLY TO YOU:

1. Any portion of the bill is in dispute
2. You are being charged for service not received
3. The information above is incorrect
4. You are unable to pay the bill in accordance with the billing, and termination of service would be especially dangerous to the health or safety of a member of your household
5. You are able to pay only in installments

If the reason for your challenge is 1, 2, or 3 above, you will have to pay any amount not in dispute. If the reason for your challenge is 4 or 5, we will attempt to negotiate a deferred payment agreement with you.

YOU MUST NOTIFY US BEFORE THE DATE OF TERMINATION IN ORDER TO PROTECT YOUR RIGHTS UNDER THIS RULE:

(Provide instructions for contacting the appropriate utility personnel by telephone and mail, including business hours)

You should also inform us if you are 65 years or older, or regardless of age, if you are physically, mentally, or emotionally incapacitated.

Sewer Form No. 1
Page 2 of 2

Once you have notified us of your challenge, we will schedule a meeting at the business office nearest to your residence and try to resolve your problem. At your option, the discussion of your challenge may be made over the telephone. **IF YOU ARE NOT SATISFIED WITH OUR DECISION AT THIS MEETING, YOU WILL HAVE SEVEN (7) DAYS IN WHICH TO FILE A CHALLENGE WITH THE PUBLIC SERVICE COMMISSION OF WEST VIRGINIA.** You will be required to pay your current bill while the challenge is pending. There is no charge associated with filing a challenge and you may do so without the assistance of an attorney.

To file a challenge with the PSC, you may call this toll free telephone number 1-800-642-8544 or write to this address:

Utility Challenge
Public Service Commission of West Virginia
P.O. Box 812
Charleston, W.Va. 25323

If you are in need of assistance to pay your bill you should contact the following agencies: (List agencies in service area).

If you desire the assistance of a lawyer with regard to the scheduled termination and are unable to pay for legal counsel, contact one of the following low income legal assistance organizations: (List agencies in service area).

Sewer Form No. 2
(Sewer Rule 6.8.2.h.)

NOTICE OF SCHEDULED TERMINATION

We have scheduled water service provided at _____
(address)
for termination on or after _____ because
(date)
of your landlord's delinquent sewer bill.

To notify the Public Service Commission, you may call this toll free telephone number, 1-800-642-8544, or write to this address:

Public Service Commission of West Virginia
P.O. Box 812
Charleston, WV 25323

If you desire the assistance of a lawyer with regard to the scheduled termination and are unable to pay for legal counsel, contact one of the following low income legal assistance organization: (List agencies in service area).

Sewer Form No. 3
(Sewer Rule 6.12.4.)

Public Notice of Filing of a Petition for Imposition of a Moratorium

Case No. _____
NAME OF UTILITY _____ ,
a public utility.

Petition for consent and approval for the imposition of a moratorium on the utility system.

PUBLIC NOTICE

On _____ , the _____
(date) [Name of Utility, Commission Staff, or governmental entity]
filed a petition with the Public Service Commission for approval of the imposition of a moratorium on _____'s _____
(name of utility) (water, sewer or other)
system serving _____
[describe areas served].
If approved, the moratorium would mean that no new customers could be served by the utility in these areas until the Commission lifts the moratorium. The _____
[name of petitioner]
claims that the imposition of a moratorium is appropriate because _____

_____
[describe reasons and describe any plans to alleviate the circumstances giving rise to the petition, and any estimate of a date when it would be appropriate for the Commission to lift the moratorium.]

Any person wishing to protest, support, make comment, or request a public hearing about the proposed moratorium should do so in writing. Written statements should be addressed to Executive Secretary, Public Service Commission, P.O. Box 812, Charleston, WV, 25323.

NAME OF UTILITY

Sewer Form No. 4
(Sewer Rule 7.4.5.b.)
Form of written request for service by a prospective customer or
a group of prospective customers located in the same neighborhood

Sewer ( ) Water and Sewer ( )

Previous Customer ( ) If so, when _____ New customer ( )
Name _____
Mailing address _____ Phone _____
Property location _____
Rent ( ) Own ( ) Other _____
If rent: Property owners name _____
Property owner's mailing address _____ Phone _____
Type of service: Residential ( ) Number in household _____
Commercial ( ) Type _____
Industrial ( ) Type _____
Applicant's place of employment _____

Employment address _____ Phone _____

Name of spouse _____

Spouse's place of employment _____

Spouse's employment address _____ Phone _____

I HEREBY AUTHORIZE SERVICE TO BE ESTABLISHED IN MY NAME AT THE ABOVE PROPERTY LOCATION AND AGREE TO PAY FOR SERVICE UNTIL DISCONTINUED BY MY REQUEST IN WRITING. I UNDERSTAND THAT THIS APPLICATION IS ACCEPTED SUBJECT TO THE AVAILABILITY OF SERVICE AT THIS LOCATION.

Applicant's signature _____

Date _____

Utility representative _____ Date _____

For office use only

Name _____ Account No. _____

Applicant ID _____

Sewer Form No. 4
Page 2 of 2

Deposit amount _____ Tap fee amount
Meter Size _____ Meter No.
Meter Route _____ Meter reading
Date on _____ Date off
Customer request ( ) Termination ( )

Sewer Form No. 5
(Sewer Rule 7.4.5.b.)

Form for use in determining cost estimate to extend sewer service

Date
The following estimate is in response to a request to extend the Utility's sewer facilities approximately _____ feet along _____ _____to serve a customer or customers who desire sewer service.

Cost Estimate

Sewer line (-- inch PVC) _____	feet @	$_____/foot	=	$_____
Excavation/installation _____	feet @	$_____/foot	=	$_____
Materials (fittings, valves, stone, etc.)			=	$_____
Permits/rights-of-way (Health, Highways, etc.)			=	$_____
Restoration (seeding, gravel, etc.)			=	$_____
Related cost (engineering, legal, etc.)			=	$_____
		TOTAL	=	$_____

Cost Share of Customers and Utility

A. Total estimated cost of extension			$_____
B. Utility Share: (estimated total net revenue per customer calculated pursuant to Rule 5.5.e.4.) $_____ per customer x _____ customers =			$_____
C. Customer share: estimated cost to be paid by customers (A-B)		=	$_____

Conditions

If the potential customers shall deposit with the Utility, in advance, the total sum of $_____, (customers share from "C" above), a tap fee of $_____ per customer, and a $_____ security deposit per customer, the Utility will apply for the necessary permit applications and begin construction as soon as possible.

If the actual cost to construct the extension is less than the estimated cost, the Utility will refund the difference to the original depositors. If the actual cost exceeds the estimated cost the Utility will bill the depositors for the difference.

The customers will be required to sign an application for service and/or a users agreement when the tap fees and deposits are made.

This main line extension estimate is made in accordance with Sewer Rule 7.4 of the *Rules for the Government of Sewer Utilities.*

Sewer Form No. 6
(Sewer Rule 7.4.5.b.)
Form of cost estimate to be
provided to applicants for service

Dear Customer:

We have received a petition for a sewer main extension and have estimated the construction cost to extend the main to serve the properties of the _____ (insert number) petitioners. This estimate is summarized below:

Sewer line _____ feet at $_____ / foot	_____
Excavation/Installation _____ feet at $_____ / foot	_____
Materials (fittings, valves, stone, etc.)	_____
Permits/Rights-of-way (Health, Highways, etc.)	_____
Restoration (seeding, gravel, etc.)	_____
Related Cost (engineering, legal, etc.)	_____
Total Estimated Extension Construction Cost	_____
Minus Utility's Share (estimated total net	
revenue per customer pursuant to Sewer Rule 7.4.5.d.)	_____
Estimated Cost to be Paid by Customers	_____
Estimated Cost per Customer	_____

When the "customer's share" referenced above is deposited with the Utility, the Utility will apply for the necessary permit applications and begin construction as soon as possible. If the actual cost to construct the extension is less than the estimated cost, the Utility will refund the difference to the original depositors. If the actual cost exceeds the estimated cost, the Utility will bill the depositors for the difference. This difference must be settled before service can actually be connected.

All customers will be required to sign an extension agreement and an application for service and/or a users agreement and pay a tap fee of $_____ , and a security deposit of $_____ prior to receiving service. The security deposit is refunded with interest following twelve consecutive months of full and timely payments for services rendered.

The estimated start date of construction is _____.

The estimated duration of construction is _____ days.

Should you have any questions, you may contact Barbara Manager or John Foreman at _____ between 9:00 a.m. and 4:00 p.m., Monday through Friday.

Sincerely,

Sewer Form No. 7
(Sewer Rule 7.4.8.g.)
Form of Commission Check-List for Alternate Main Extension Agreements

This form sets forth the minimum amount of information that should be included in a proposed alternate main extension agreement.

❑ 1. Name of developer, mobile home park owner or prospective customers(s).

❑ 2. General location or description of area to be served.

❑ 3. Indication that the developer, owner or prospective customer(s) has/have read Water Rule 7.5, Sewer Rule 7.4, or both.

❑ 4. Indication that the developer, owner or prospective customer(s) understand(s) the Rules.

❑ 5. Having read and understood the Rules, the developer, owner or prospective customer(s) choose(s) to enter into the alternate main line extension agreement.

❑ 6. If the developer, owner or prospective customer(s) waive(s) reimbursement, the agreement should contain the waiver.

❑ 7. A copy of the applicable Rule(s) must be attached to the agreement.

❑ 8. A statement as to who will bear the cost of inspection, if any.

❑ 9. If the customer is to bear the cost of inspection, a statement of the maximum amount of the cost of inspection.

❑ 10. If the developer, owner or prospective customer(s) wish(es) to waive the right of receiving an estimate of the cost of the extension if constructed by the utility, a statement reflecting the waiver.

❑ 11. A statement as to the type of testing to be required.

❑ 12. A statement as to who will bear the cost of testing, if any.

❑ 13. If the customer is to bear the cost of the testing, a statement of the maximum amount of the cost of the testing.

❑ 14. A statement as to who will install the service connections.

❑ 15. If the developer, owner or prospective customer(s) is/are to install the service connections, a statement that the utility will not charge a tap fee.

❑ 16. A statement that the tap fee, if any to be charged, is the approved tap fee in the utility's tariff.

❑ 17. A statement that the utility is to be indemnified and held harmless against any and all claims for injuries and/or damages which may arise from problems associated with the construction of the extension by the developer, owner or prospective customer(s).

Sewer Form No. 7
Page 2 of 2

- ❑ 18. A statement that the ownership of the extension will be conveyed to the utility prior to its connection to the utility's system.
- ❑ 19. A statement indicating who will be responsible for preparing the plans for the extension.
- ❑ 20. If the developer, owner or prospective customer(s) is/are to be responsible for the preparation of the plan for the extension, a statement that the developer, owner or prospective customer(s) will provide plans to the Staff of the Public Service Commission if required.
- ❑ 21. The number of prospective customers to be served by the extension, the number of lots to be served, or some other general indication of the size of the area to be served by the extension.
- ❑ 22. If the initial cost estimate has not been waived, the estimate must be set forth in the agreement.
- ❑ 23. A warranty indicating that the developer, owner or prospective customers will warrant the system for a period of one year after completion of the construction, or after system is placed into service.
- ❑ 24. The agreement should not be executed before being sent to the Commission for approval.
- ❑ 25. A statement as to who will obtain and pay for necessary permits.
- ❑ 26. A statement as to who is responsible for the cost of the construction.
- ❑ 27. A statement as to who is responsible for the cost of the material.
- ❑ 28. A statement describing the extension, including length, diameter and any major components such as fire hydrants, etc.

NOTE: A paragraph such as "The Developer/Customer waives all rights under Rule 7.3 or 7.4." will not be acceptable as a catch-all for the requirements listed above. Each item must be addressed in the agreement.

Sewer Form No. 8
(Sewer Rule 9.3.)

PUBLIC SERVICE COMMISSION
OF WEST VIRGINIA
CHARLESTON

At a session of the Public Service Commission of West Virginia, in the City of Charleston, on the ___ day of [month], [year].

[Case No.]

[Case Name]

NOTICE OF FILING

On [date], the [name of party] filed a petition for consent and approval to [type of creation/alteration] the boundaries of the [description of area to be created, enlarged, reduced, merged, dissolved or consolidated] pursuant to W. Va. Code §16-13A-2. A complete description of the boundary [type of creation/alteration] is on file with the [identify entity with which information is filed (for example, county commission and/or public service district)] and the West Virginia Public Service Commission.

Anyone desiring to protest or intervene should file a written protest or notice of the intervention within 30 days following the date of this publication. All protests or requests to intervene should briefly state the reason for the protest or intervention. Requests to intervene must comply with the Commission's rules on intervention, set forth in the Commission's *Rules of Practice and Procedure*. All protests and interventions should be addressed to Sandra Squire, P. O. Box 812, Charleston, West Virginia 25323. If no substantial protest is filed, the Commission may approve the County Commission's Order without hearing.

[Name of Party]

City of Ranson

City Manager Stephanie Grove
312 South Mildred Street
Ranson, West Virginia 25438-1621
Phone (304) 725-1010 | Fax (304) 728-8579
Email: sgrove@ransonwv.us

RANSON
AT THE CENTER OF OPPORTUNITY.

Council Members:
Mike Anderson
Dave Cheshire
Scott Coulter
Donnie Haines
Amanda Stroud
Gene Taylor

Jefferson Utilities, Inc.
270 Industrial Blvd
Kearneysville, WV 25430

Charles Town Utility Board
661 S George Street
Charles Town, WV 25414

Jefferson County Commission
124 E Washington Street
Charles Town, WV 25414

June 23, 2022

RE: Motion for General Investigation

Dear Commissioners and Ladies and Gentlemen:

Enclosed, as required by *150 WVCSR 1-6.3*, please find a true copy of a Motion for General Investigation, made to the Public Service Commission by the City of Ranson.

City of Ranson

City Manager Stephanie Grove

312 South Mildred Street
Ranson, West Virginia 25438-1621
Phone (304) 725-1010 | Fax (304) 728-8579
Email: sgrove@ransonwv.us

RANSON
AT THE CENTER OF OPPORTUNITY.

Council Members:
Mike Anderson
Dave Cheshire
Scott Coulter
Donnie Haines
Amanda Stroud
Gene Taylor

June 21, 2022

Public Service Commission of West Virginia
Executive Secretary
201 Brooks Street
Charleston WV 25301

RE: Motion for General Investigation.
WVPSC Case Nos. 21-0818-S-DU; 22-0370-S-PC-PW;
22-0369-W-PC-PW; 21-0260-S-DU

Dear Chairman Lane and Commissioners:

Ranson endorses and supports the Commission's essential mission of ensuring adequate, economical, and reliable utility service in our City, County and State. Our Citizens expect, and are entitled to, no less.

As you know, duplicative underground infrastructure, competing public utilities and uncertain or inefficient service areas and prerogatives are all inimical to accomplishing this mission. The cases listed above, and other anecdotal information received by the City, show that these undesirable conditions may exist in our County to the current and/or future disadvantage of utility ratepayers in Ranson and Jefferson County.

As you may be aware, our County has experienced competing public utility services areas and duplicative infrastructure in the very recent past. To eliminate this redundant infrastructure and increase efficiencies for the sewer utilities in the region, the City of Ranson and the Jefferson County Public Service District sewer utilities recently merged into the Charles Town Utility Board. It is in the best interests of Ranson Citizens, and every current and future Jefferson County ratepayer, to continue this effort to enable efficient and effective public water and sewer service in our County.

We respectfully request the Commission's leadership, expertise, and authority to most efficiently organize water and sewer service delivery in our City and County by convening a general investigation case as authorized by *150 WVCSR 1-6.3*. The objective of this GI case would be to designate water and sewer utility service/franchise areas among interested Jefferson County utilities that will facilitate coordinated strategic utility planning and adequate, economical, and reliable utility service throughout our growing County.

Please note that Ranson is not pleading the case of one utility against another, or otherwise favoring any regulatory outcome other than the goals described above. We look forward to assisting the Commission and participating utilities in this important work.

CITY OF RANSON
Stephanie Grove City Manager

Cc: Jefferson Utilities, Inc.
Charles Town Utility Board

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: July 13, 2022

ADMINISTRATIVE

- Customer Counts
  - Sewer 8,299 (2,057 billed by JUI)
  - Water 6,426
- West Virginia Rural Water Conference – August 13th through 17th

WATER

- Hydrant flushing on-going
- Grant efforts continuing at the Water Plant

SEWER

- First Reading of BAN Ordinance passed on July 5, 2022
- GDF Renewal and Replacement DRAFT PER for Grant application (attached)

Location	Lot Number	CIF Date Paid	Number of Sewer EDUs	Sewer CIF Amount Paid	Number of Water EDU's	Water CIF Amount Paid
Beallair	134	1/11/2022	1	$ 3,207.00		
Burr West - TeMa	20-21	1/11/2022	1.5	$ 4,810.50		
10th Avenue	A-C	1/13/2022	2	$ 2,254.00	2	$ 5,152.00
Norborne Glebe	304-317	1/20/2022	14	$ 44,898.00	14	$ 36,064.00
Tate Manor	30-40	1/24/2022	11	$ 12,397.00	11	$ 28,336.00
Beallair	136	1/25/2022	1	$ 3,207.00		
Burr Park	13-14	1/25/2022	0.03	$ 962.10		
Beallair	153-154	2/8/2022	2	$ 6,414.00		
418 S Charles St		2/16/2022	1	$ 1,127.00	1	$ 2,576.00
Huntfield	858-871	2/25/2022	14	$ 15,778.00	14	$ 36,064.00
Beallair	143, 145	3/8/2022	2	$ 6,414.00		
Sheetz-Augustine Avenue		3/14/2022	16.66	$ 66,673.32	16.66	$ 42,916.16
Tate Manor	41-46	3/11/2022	6	$ 6,762.00	6	$ 15,456.00
Maple Ave	2-3	3/15/2022	1	$ 1,127.00	1	$ 2,576.00
Higgs Blvd	23-28	3/15/2022	6	$ 6,762.00	6	$ 15,456.00
Maple Ave (Apt)	2-3	3/16/2022	1	$ 1,127.00	1	$ 2,576.00
Pacel 2 MLK Blvd		3/16/2022	2	$ 2,254.00	2	$ 5,152.00
Norborne Glebe	1-14	3/17/2022	14	$ 44,898.00	14	$ 36,064.00
Washington Landing (270 Apt Units, Clubhouse, Pool		3/24/2022	129.93	$ 519,720.00		
Washington Landing (Building 100, Clubhouse)		3/24/2022			22.69	$ 28,042.00
Beallair	148, 151	3/25/2022	2	$ 6,414.00		
115 Park Avenue		4/1/2022	3	$ 3,381.00		
Huntfield	614	4/4/2022	1	$ 1,127.00	1	$ 2,576.00
Magnolia Springs	16-17, 29-31, 50-51	4/6/2022	7	$ 7,889.00	7	$ 18,032.00
Norborne Glebe	15-31, 273-277, 280-281	4/7/2022	24	$ 76,968.00	24	$ 61,824.00
Huntfield	615	4/8/2022	1	$ 2,930.00	1	$ 2,576.00
Beallair	59, 137, 146, 147, 155	4/8/2022	5	$ 14,650.00		
Magnolia Springs	1, 11-12, 15, 49, 52, 54-57, 60-64, 79-83, 90	4/13/2022			21	$ 54,096.00
Huntfield	884-887	4/14/2022	4	$ 11,720.00	4	$ 10,304.00
Presidents Pointe	77-96	4/18/2022	20	$ 91,100.00		
Washington Landing (Building 200, 300)		4/21/2022			23.03	$ 59,328.00
Magnolia Springs	53	4/25/2022	1	$ 2,930.00	1	$ 2,576.00
Magnolia Springs	1, 11-12, 15, 49, 52, 54-57, 60-64, 79-83, 90	4/25/2022	21	$ 61,530.00		
Magnolia Springs	16-17, 29-31, 50-51	4/25/2022	7	$ 12,621.00		
406 S Charles St, 418 S Lawrence St, 423 S Lawrence St		4/26/2022	3	$ 8,790.00	3	$ 7,728.00
Norborne Glebe	269-272, 282-285	4/28/2022	8	$ 23,440.00	8	$ 20,608.00
Tate Manor	47-52, 59-63	4/28/2020	11	$ 32,230.00	11	$ 28,336.00
Beallair	156	5/13/2022	1	$ 2,930.00		
Magnolia Springs	13	5/16/2022	1	$ 2,930.00	1	$ 2,576.00
Magnolia Springs	14, 59	5/23/2022	2	$ 5,860.00	2	$ 5,152.00
Magnolia Springs	58, 65, 76-78, 85, 172-174, 177-178	5/26/2022	11	$ 32,230.00	11	$ 28,336.00
Huntfield	623	6/6/2022	1	$ 2,930.00	1	$ 2,576.00
Huntfield	622	6/8/2022	1	$ 2,930.00	1	$ 2,576.00
307 E. 11th Avenue		6/10/2022	1	$ 2,930.00	1	$ 2,576.00
Lot Adjacent 704 N Reymann St		6/10/2022	1	$ 2,930.00	1	$ 2,576.00
Norborne Glebe	289-298	6/13/2022	10	$ 29,300.00	10	$ 25,760.00
Magnolia Springs	171, 176, 178	6/16/2022	3	$ 8,790.00	3	$ 7,728.00
Beallair	58	6/22/2022	1	$ 2,930.00		
Magnolia Springs	87, 170	6/27/2022	2	$ 5,860.00	2	$ 5,152.00
Beallair	158, 159	6/29/2022	2	$ 5,860.00		
Norborne Glebe	286-288, 299-303	6/30/2022	8	$ 23,440.00	8	$ 20,608.00
Burr West Business Park	6	7/1/2022	0.04	$ 1,282.80		
		Total	**389.16**	$ 1,241,644.72	**256.38**	$ 630,030.16

Charles Town Utility Board
2022 Capacity Improvement Fee Collections/EDU for Sewer

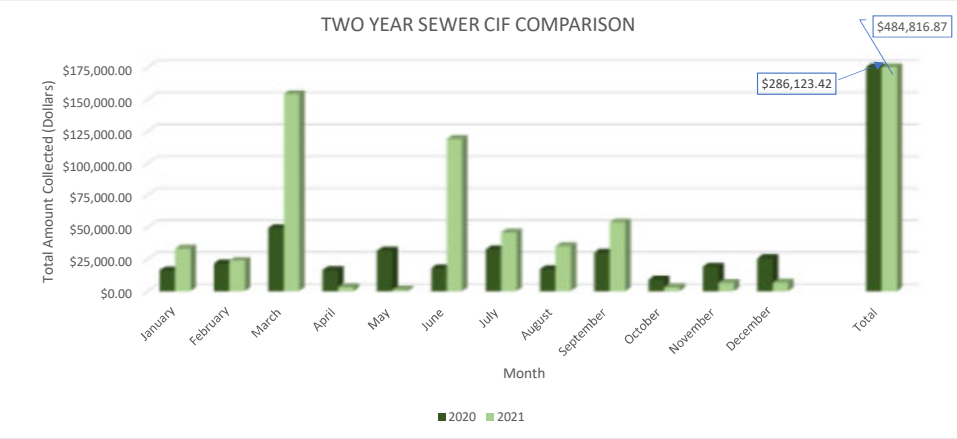
Month	Commercial	Residential	Total Number of EDU's	Total Sewer CIF Collected	CIF Paid to Ranson	Total
Jan-22	1.53	29	30.53	$ 71,735.60		$ 71,735.60
Feb-22		17	17	$ 23,319.00		$ 23,319.00
Mar-22	146.59	34	180.59	$ 662,151.32		$ 662,151.32
Apr-22		116	116	$ 351,306.00	$ 32,500.00	$ 318,806.00
May-22		15	15	$ 43,950.00		$ 43,950.00
Jun-22		30	30	$ 87,900.00		$ 87,900.00
Jul-22		1	1	$ 1,282.80		$ 1,282.80
Aug-22			0			$ -
Sep-22			0			$ -
Oct-22			0			$ -
Nov-22			0			$ -
Dec-22			0			$ -
Total 2022	**148.12**	**242**	**390.12**	**$ 1,241,644.72**	**$ 32,500.00**	**$ 1,209,144.72**

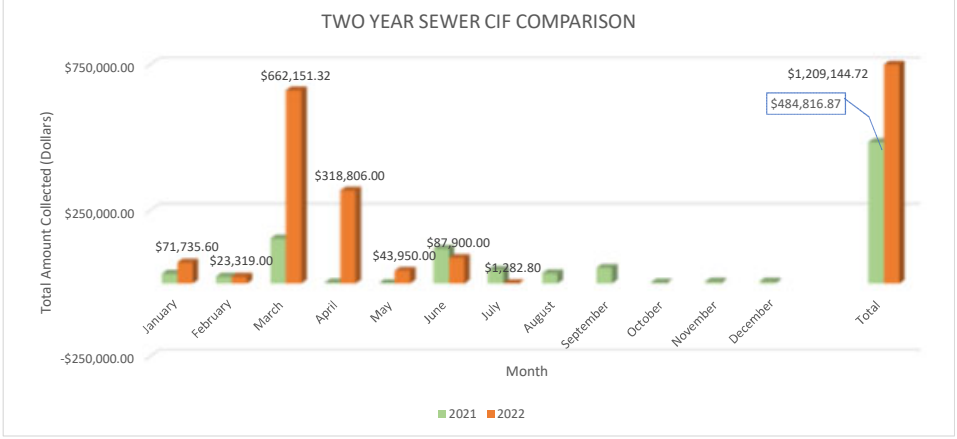
Charles Town Utility Board
2022 Capacity Improvement Fee Collections/EDU for Water

Month	Commercial	Residential	Total Number of EDU's	Total Water CIF
Jan-22		27	27	$ 69,552.00
Feb-22		15	15	$ 38,640.00
Mar-22	39.35	30	69.35	$ 148,238.16
Apr-22	23.03	81	104.03	$ 267,984.00
May-22		14	14	$ 36,064.00
Jun-22		27	27	$ 69,552.00
Jul-22			0	
Aug-22			0	
Sep-22			0	
Oct-22			0	
Nov-22			0	
Dec-22			0	
Total 2021	**62.38**	**194**	**256.38**	**$ 630,030.16**

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	9.22	3	12.22	$ 35,029.54		$ 35,029.54
Sep-21		44	44	$ 53,748.00		$ 53,748.00
Oct-21		1	1	$ 3,207.00		$ 3,207.00
Nov-21		2	2	$ 6,414.00		$ 6,414.00
Dec-21		4	4	$ 6,588.00		$ 6,588.00
Total 2021	**45.22**	**124**	**320.92**	**$494,566.87**	**$9,750.00**	**$484,816.87**

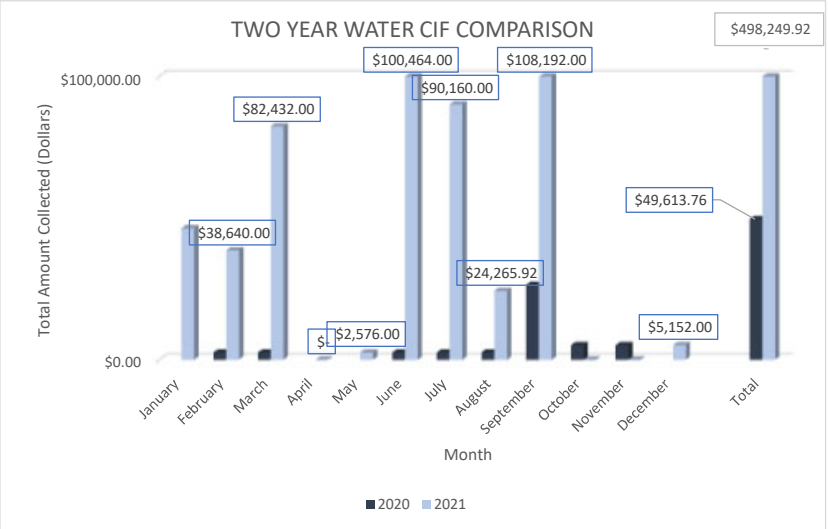
Charles Town Utility Board 2022 Capacity Improvement Fee Collections/EDU for Sewer						
Month	**Commercial**	**Residential**	**Total Number of EDU's**	**Total Sewer CIF Collected**	**CIF Paid to Ranson**	**Total**
Jan-22	**1.53**	29.03	30.56	$ 71,735.60		$ 71,735.60
Feb-22		17	17	$ 23,319.00		$ 23,319.00
Mar-22	146.59	34	180.59	$ 662,151.32		$ 662,151.32
Apr-22		116	116	$ 351,306.00	$ 32,500.00	$ 318,806.00
May-22		15	15	$ 43,950.00		$ 43,950.00
Jun-22		30	30	$ 87,900.00		$ 87,900.00
Jul-22		1	1	$ 1,282.80		$ 1,282.80
Aug-22						
Sep-22						
Oct-22						
Nov-22						
Dec-22						
Total 2022	**1.53**	**208**	**390.15**	**$1,241,644.72**	**$32,500.00**	**$1,209,144.72**

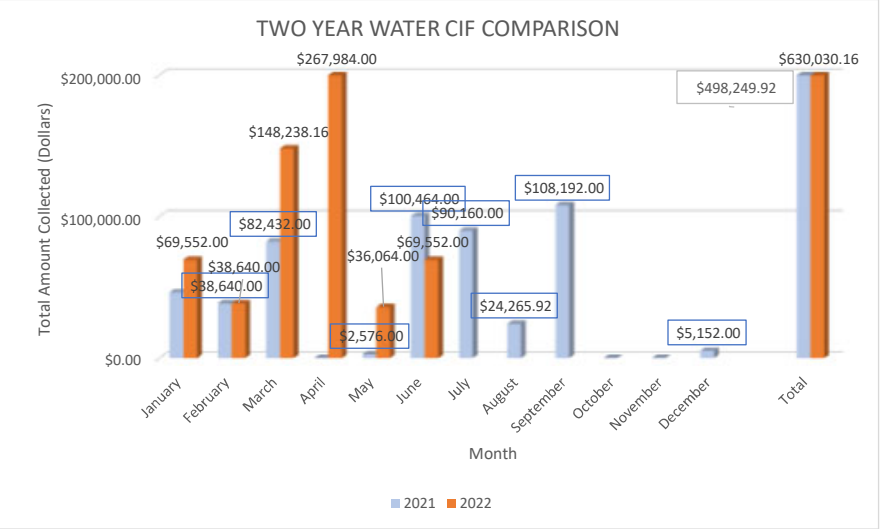




Charles Town Utility Board 2021 Capacity Improvement Fee Collections/EDU for Water				
Month	**Commercial**	**Residential**	**Total Number of EDU's**	**Total Water CIF**
Jan-21		18	18	$ 46,368.00
Feb-21		15	15	$ 38,640.00
Mar-21		32	32	$ 82,432.00
Apr-21				$ -
May-21		1	1	$ 2,576.00
Jun-21	36	3	39	$ 100,464.00
Jul-21		35	35	$ 90,160.00
Aug-21	7.42	2	9.42	$ 24,265.92
Sep-21		42	42	$ 108,192.00
Oct-21				$ -
Nov-21				$ -
Dec-21		2	2	$ 5,152.00
Total 2021	**43.42**	**108**	**193.42**	**$ 498,249.92**

Charles Town Utility Board 2022 Capacity Improvement Fee Collections/EDU for Water				
Month	**Commercial**	**Residential**	**Total Number of EDU's**	**Total Water CIF**
Jan-22		27	27	$ 69,552.00
Feb-22		15	15	$ 38,640.00
Mar-22	39.35	30	69.35	$ 148,238.16
Apr-22	23.03	81	104.03	$ 267,984.00
May-22		14	14	$ 36,064.00
Jun-22		27	27	$ 69,552.00
Jul-22				
Aug-22				
Sep-22				
Oct-22				
Nov-22				
Dec-22				
Total 2022	**62.38**	**194**	**256.38**	**$ 630,030.16**





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	401.61	1.11	0.64	637,500	4,250
2022	1.75	203.07	1.12	0.63	626,667	4,178

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	32.55	0.10	0.40	400,833	2,672
2022	0.5	21.26	0.12	0.38	383,333	2,556

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	6,733

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	29.94	0.97
SEPTEMBER	36.36	1.17
OCTOBER	29.97	0.97
NOVEMBER	30.12	1.00
DECEMBER	35.22	1.21
Annual Total	401.61	1.11

2022		
	Total	AVERAGE
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		
AUGUST		
SEPTEMBER		
OCTOBER		
NOVEMBER		
DECEMBER		
Annual Total	203.07	1.12

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	3.6	0.12
SEPTEMBER	4.53	0.15
OCTOBER	3.94	0.13
NOVEMBER	3.73	0.12
DECEMBER	0.51	0.07
Annual Total	32.55	0.10

2022		
	Total	AVERAGE
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		
AUGUST		
SEPTEMBER		
OCTOBER		
NOVEMBER		
DECEMBER		
Annual Total	21.26	0.12

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	601.87	1.64	1.16	1,164,627	7,764
2022	2.8	285.93	1.57	1.23	1,234,248	8,228

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	54,959,872	1,772,899
SEPTEMBER	49,200,580	1,587,115
OCTOBER	49,336,781	1,591,509
NOVEMBER	45,777,260	1,476,686
DECEMBER	47,118,143	1,519,940
Annual Total	601,868,112	1,635,373

2022		
	Total	AVERAGE
JANUARY	47,918,736	1,545,766
FEBRUARY	43,703,896	1,580,853
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		
AUGUST		
SEPTEMBER		
OCTOBER		
NOVEMBER		
DECEMBER		
Annual Total	285,927,380	1,565,752

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	3.06	0.01	0.01	13,213	-
2022	0.0216	1.32	0.01	0.01	14,503	-

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	302,900	9,771
SEPTEMBER	227,800	7,348
OCTOBER	285,100	9,197
NOVEMBER	227,200	7,329
DECEMBER	201,500	6,500
Annual Total	3,063,400	8,387

2022		
	Total	AVERAGE
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		
AUGUST		
SEPTEMBER		
OCTOBER		
NOVEMBER		
DECEMBER		
Annual Total	1,320,000	7,097

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	1.91	0.01	0.03	30,766	
2022	0.036	0.85	0.00	0.03	31,432	

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	177,300	5,719
SEPTEMBER	175,600	5,665
OCTOBER	176,000	5,677
NOVEMBER	151,200	4,877
DECEMBER	143,000	4,613
Annual Total	1,912,100	5,234

2022		
	Total	AVERAGE
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		
AUGUST		
SEPTEMBER		
OCTOBER		
NOVEMBER		
DECEMBER		
Annual Total	849,700	4,568

CHARLES TOWN UTILITY BOARD

CITY OF CHARLES TOWN

JEFFERSON COUNTY, WEST VIRGINIA

WASTEWATER TREATMENT FACILITIES

PRELIMINARY ENGINEERING REPORT

JULY 2022

DRAFT

CHARLES TOWN UTILITY BOARD
CITY OF CHARLES TOWN
JEFFERSON COUNTY, WEST VIRGINIA
WASTEWATER TREATMENT FACILITIES
PRELIMINARY ENGINEERING REPORT
2022

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DRAFT

APPENDICIES

LOCATION MAP
SERVICE AREA MAP
FEMA MAP
ISSUED FOR CONSTRUCTION DRAWING SET
ENGINEERING COST ESTIMATE
CONTRACTOR'S BID
SCHEDULE B
2020 ANNUAL REPORT
OWNER-ENGINEER AGREEMENT AND AMENDMENT

DRAFT

Section 1
INTRODUCTION

A. The City of Charles Town owns two (2) wastewater treatment plants under National Pollutant Discharge Elimination System (NPDES) Permit No. WV0022349. The operation of the wastewater system is by and through the Charles Town Utility Board (CTUB) created in 1998. The two (2) wastewater treatment facilities are known as the Charles Town WWTF and Tuscawilla WWTF. The Charles Town Plant is located on South George Street (Route 115) in Charles Town, north of WV Route 340.

The proposed project will address aging infrastructure at the Charles Town Wastewater Treatment Facility including significant upgrades to equipment, electrical, pumping and solids handling. This renewal and replacement project is critical in terms of maintaining continuous facility operations, along with maintaining compliance with current and future regulatory requirements. These upgrades will result in a reduction of current operation and maintenance costs and will provide more environmentally friendly and safer working environments.

On June 10, 2022, CTUB received bids on the project and we are currently inside the 90-day bid hold period. Attached you will find a Schedule B for this project. The Schedule B demonstrates the bids exceeded the original engineering estimate by $1,966,030.00. The Schedule B also includes substantial investment of internal funds by CTUB in the amount of $2,725,699.72.

In addition to the Base Bid on this project, there were (2) two bid alternates that were included with the bidding documents in hopes that bids came in below estimates. The projects include a new influent metering vault and a waste activated sludge metering vault. These projects are equally important to the overall operational improvements necessary at the plant, therefore our request for grant funding includes our ability to complete these projects since they are designed and ready to construct.

CTUB's formal request for funding for this project includes the above bid-over run, matching internal funds and completion of the two (2) bid alternatives in the project for a total of $5,078,729.72.

B. Please see the attached location map.

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Section 2
CURRENT SITUATION

A. Discharge

Charles Town Wastewater Treatment Plant operates under the West Virginia NPDES No. WV0022349. This permit combines two facilities operated by The Charles Town Utility Board under one permit. Outfall 001 and 203 release treated water to Evitts Run from the Charles Town Plant and Tuscawilla Plant respectively. Outfall 003 is defined as the combined loading of total nitrogen and total phosphorous from both facilities.

The WWTP is permitted for an annual average flow of 1.75 million gallons per day (MGD). Additionally, if the facility discharges 90% (1.58 MGD) or more of its permitted flow over 3 consecutive months, a Plan of Action must be developed and submitted to the Department. The 2018 monthly average effluent flows for November and December exceeded 1.58 MGD. The monthly average influent flows during 2018 compared to the same month's monthly average effluent flow ranged from 0.239 to 0.808 MGD greater.

Annual effluent loading limits contained in the permit were established under the Chesapeake Bay Total Maximum Daily Load (TMDL) for total nitrogen (TN) and total phosphorus (TP). The Charles Town and Tuscawilla Facilities share total effluent loading limits to the Chesapeake Bay via Outfall 003. The other discharge limits are typical water quality - based limitations developed by the West Virginia Department of Environmental Protection.

The permit allows for temporary exceedance with respect to the TN and TP limits if the total monthly load exceeds 3,571 pounds for TN or 447 pounds for TP. The permittee shall submit written documentation which explains the elevated monthly totals and rationale for ensuring that the annual loads will still be achieved in future months. This section does not apply to the total yearly loading rates.

B. Customers:

Based on the 2020 PSC Annual Report and the June 2022 Memorandum to the Board of Directors, the breakdown of the existing customer counts and EDUs for the Charles Town Utility Board are as follows:

Table 1: CTUB Customers

Type of Customer	Number of Customers	EDUs
Residential	7,623	7,623
Commercial	664	2,143
Industrial	3	15
Public Authority	18	127
Total	8,308	9,908

Based on population trends Charles Town, Ranson, and Jefferson County, for the next 10 years there is significant growth anticipated.

C. Sewer Collection System Map

Please see attached a map of the sewer collection system.

D. Treatment

The Charles Town Facility is a Sequencing Batch Reactor (SBR) treatment facility which operates as an Intermittent Cycle Extended Aeration System (ICEAS) and has a hydraulic capacity of 1.75 million gallons per day (MGD). Wastewater treatment components include preliminary treatment consisting of one (1) coarse bar screen and compactor, one (1) grit removal system with a washer/compactor, one wet well with three (3) submersible pumps, an influent distribution box, three (3) SBR process trains operated in parallel with chemical addition for phosphorus removal, one (1) post SBR equalization tank, six (6) denitrification filters operated in parallel with chemical addition for phosphorus removal and carbon addition for denitrification, one (1) ultraviolet (UV) disinfection system and a utility water system. The solids handling consists of three (3) aerobic digesters operated in parallel, that were converted from secondary clarifiers, one (1) "day tank" digester, one (1) 500,000-gallon aerobic digester, one (1) sludge transfer pump, one (1) belt filter press with conveyor and one (1) lime silo with one (1) dry feed system and screw auger. The belt filter solids are land applied on farms permitted by the WV DEP.

The Charles Town facility originally consisted of primary treatment, activated sludge tanks, secondary settling basins, disinfection by chlorination, aerobic sludge digestion and sand drying beds. The plant was expanded in 1987 to include a third aeration basin and settling basin. Additionally, the plant added an open-channel Ultraviolet Disinfection (UV) unit and a belt filter press with the associated structures. The sand drying beds were removed as part of this expansion.

The plant was upgraded in 2001 and converted the SBR to an ICEAS process. The current influent pump station, headworks building and blower building were also constructed as part of this upgrade. The 575,0000-gallon aerobic digester tank was added to the facility during an upgrade in 2005. The digester tank was built to provide additional sludge processing time and increased storage capacity in an effort to produce higher quality solids. Additionally, denitrification filters were installed at the facility in 2016, which included chemical addition facilities for a coagulant for phosphorus precipitation and carbon for denitrification. Please see the project drawings for existing site plans.

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E. Need for Project

The following evaluation of each plant operational component and the need for its upgrade.

1. Influent Structures and Headworks

The influent structures of the facility perform adequately. The existing meter at the facility is reported to be the original installment and should be replaced. The flume portion of the meter occasionally catches debris and needs to be cleaned by the operators.
The headworks operations are in major need of improvement. Downstream issues at the facility can be traced back to poor screening. The operation originally utilized a grinder prior to the coarse screen, which shredded the influent waste before it could be removed by the bar screen and grit removal system. There have been several modifications to the coarse screen in the past to improve operations. None of these improvements had any effect on overall process performance issues. However, the screen performs adequately with the removal of larger debris.

The grit removal system is over 15 years old and is difficult to repair due to replacement part availability. According to the operator, the base had to be welded recently because a new base could not be ordered. Additionally, the compactor on the grit system does not function properly.

2. Influent Pump Station

The influent pump station following grit removal is also in poor condition. Only one (1) of the three (3) pumps is capable of handling the incoming flows while a second is able to assist during periods of high flows. One (1) pump is not currently producing adequate flow and is scheduled to be repaired. There is an existing conduit laid on the ground with pump power and control wiring. Additionally, the control panel, level sensors and VFDs are in need of replacement. PACL 2000 is fed into the influent pump station wet well to assist in solids settling and with the removal of phosphorus within the biological reactors.

3. Biological Treatment

The ICEAS biological reactor basins consist of a pre-react zone and a main sequencing batch reactor (SBR) zone. Incoming flow to each reactor enters the pre-react zone and flows into the main SBR zone via small openings at the base of the wall separating the zones. The entirety of each basin is aerated using the same air headers. The basins also have the capability to recycle waste activate sludge (WAS) back to the pre-react zones, although this modification is seldom used. The basins operate on pre-set time intervals which dictate the duration of aeration, settling and decanting cycle processes. When the influent flows increase to the programmed flow and basin levels, the cycle times decrease to allow the treatment of additional flow through the process. The system was designed specifically for nitrification; however, based on the data provided,

denitrification occurs within the basins. The basins perform adequately and generally need only routine maintenance.

The blowers which supply the biological reactors with air are controlled via the SCADA system and operate solely on dissolved oxygen levels within the basin. Currently, one of the blowers has been completely removed and is waiting for a replacement motor. The blower system has only one flow transmitter which monitors air flow to basins 2 and 3. Additionally, blower 5 is currently the only one capable of suppling air to any of the basins. The other blowers are only capable of feeding to a specific basin according to the operator.

4. Denitrification Filters Performance

The denitrification filters at the facility were recently installed and were reported to have never worked properly. The filters needed to be continually cleaned which was a very time intensive process and feature significant operational costs in terms of chemical usage and power consumption. Currently, the facility does not have the staff to maintain the cleaning intervals required to keep the system operating properly. The clogging issues can most likely be attributed to the poor function of the headworks system. Once the headworks improvements can be performed, operation of the denitrification filters may be feasible, however, they will need cleaned.

5. UV Disinfection and Discharge

The UV system consists of three (3) forty-bulb AquaRay 40 modules. The bulbs are oriented vertically which leads to collection of debris on the bulbs, which have passed through the headworks. The operators routinely clean the bulbs per WV DEP requirements. This area of the facility has a tendency to surcharge during high flow events. Excess flow most likely occurs when the SBR reactors are overwhelmed and start decanting two (2) SBRs at the same time. When this occurs, the channel will flood and short out the ballasts located on the top enclosure, resulting in the operators placing cribbing under the modules to combat flooding and keep the ballasts above the channel to prevent damage. This obviously allows wastewater to flow under the bulbs which adversely impacts disinfection and has resulted in a violation from WVDEP.

Treated water gravity flows from the UV units and is combined with site stormwater in the effluent pump station. Prior to combining with stormwater, the effluent flows through a flume and flow meter. The flow meter reports effluent flows to the plant SCADA system. The pump station consists of three (3) 25 HP submersible pumps on float level control. These pumps start and stop several times every hour depending on plant effluent flow.

6. Solids Handling Performance

Solids handling at the facility consist of three (3) older parallel aerobic digesters which receive waste activated sludge (WAS) from the SBR biological reactors. WAS from the

reactors is wasted via an automatic control valve which is operated in tandem with the reactors decanting procedures by the SCADA System. The WAS gravity flows from the SBR reactors to these aerobic digesters and the operators can select which digester receives the sludge via manually operated valves. Sludge is typically digested for one (1) to two (2) days before being dewatered due to the lack of storage volume available. These digesters receive all the WAS from the Tuscawilla WWTP Facility's aerobic digester as well as the Charles Town Water Treatment Facility. The operators reported that the sludge from the water treatment facility, in particular, causes issues with accumulation of debris in these digesters. This waste previously had to be held in the digester sludge day tank (not currently in use) and processed separately from the other sludge. However, a permit modification was issued several years ago and now it is mixed in with Charles Town WWTP sludge. The three (3) original digesters are supplied aeration via two (2) Roots blowers which run based on manual operator control. There are no dissolved oxygen probes in these digesters to regulate air flow and the blowers operate approximately 20 hours per day. Decanted supernatant is recycled from these digesters to the plant headworks using two (2) submersible pumps located in the plant drain pump station and recycled to the splitter box. These pumps operate on float control with no VFDs.

The facility recently installed a 575,000-gallon digester to aid in increasing the digestion time of the sludge. Sludge may be pumped from the three (3) small digesters to the large digester or the belt filter press. The operators are unable to operate the belt filter press if they are filling the large aerobic digester or vice versa due to only one (1) sludge transfer pump. Aeration is supplied to the large digester from two (2) 250 HP blowers. This digester is rarely used due to high operational cost concerns.

Digested sludge is pumped to a 2-meter Ashbrook belt filter press. Polymer is fed to the sludge prior to pressing at a rate of approximately 28 gallons per day. Following dewatering, hydrated lime is added to the sludge cake to increase the pH to above 12 SU to meet WV DEP land application regulations. The sludge cake is conveyed to a covered outdoor storage area where it is loaded directly onto a truck, which transports the sludge to the land application sites for incorporation into the soil or is temporarily stockpiled.

F. Existing Permits/Certificates

Charles Town Wastewater Treatment Plant operates under the West Virginia NPDES No. WV0022349. This permit combines two facilities operated by The Charles Town Utility Board under one permit. Outfall 001 and 203 release treated water to Evitts Run from the Charles Town Plant and Tuscawilla Plant respectively. Outfall 003 is defined as the combined loading of total nitrogen and total phosphorous from both facilities.

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Section 3
FUTURE SITUATION

A. Population Projections

The US Census projects that the number of customers within Charles Town Utility Board's system will increase within the next several years. Current projections for the City of Charles Town, the City of Ranson, and Jefferson County compared to 2000 and 2010 census data are as follows:

Table 2: Population Projections

Town	Pop. 2000 Census	Pop. 2010 Census	Pop. 2020 Census	% Difference 2010 to 2020
Charles Town	5,259	5,229	6,534	25.0%
Ranson	4,440	4,394	5,433	23.6%
Jefferson County	53,498	53,490	57,701	7.9%

Historical data shows that an average of 12 residential units are built per year.

B. Flow Projections

The Charles Town plant have conducted an analysis of influent flow vs. rainfall to evaluate potential future plant flows. While the facility is permitted for an annual flow of 1.75 MGD and have seen peak flows of 4.3 MGD, the upgrades to the facility have been designed keeping future expansions in mind. Influent flows from 2016 to 2020 were considered in making Figures 1 and 2 below. The extremely high flows shown in Figure 1 coincided with abnormally high precipitation events in Summer of 2018.

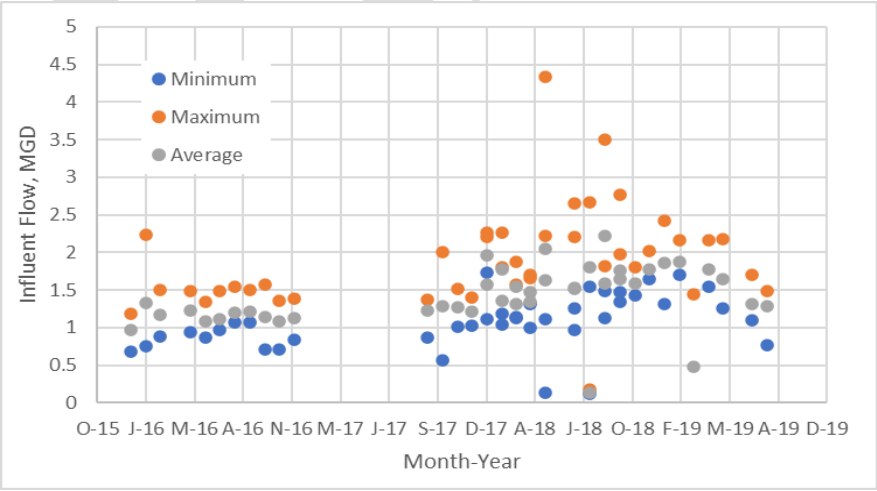

Figure 1: 2016 to 2020 Influent Flows

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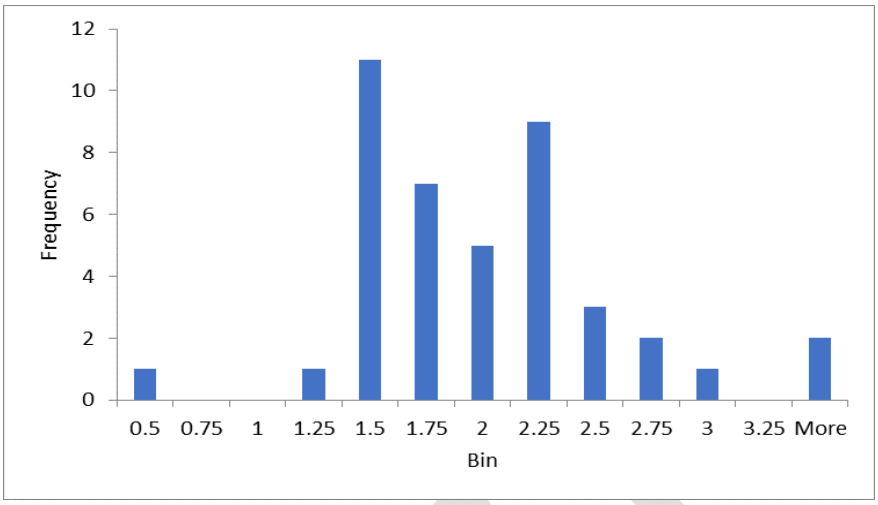

Figure 2: 2016-2020 Maximum Influent Flow Histogram

Based on the two figures above, the Charles Town Facility should begin preparing for reasonably regular occurrences of 3.0 MGD flows. The system is currently working on reducing I&I flow; however, expansion of the system is expected to continue and will need to be accounted for in all future projects. This is why the proposed upgrades are sized to adequately handle existing plant flows as well as the future plant flows.

C. Waste-Load Allocations

Existing NPDES discharge permit limits to Outfall 001 to Evitts Run will remain the same. Below is a detailed description of the Charles Town Wastewater Treatment Facility's design criteria, hydraulic loading, organic loading and NPDES permit limits.

1. The Charles Town Wastewater Facility is permitted to provide treatment based on the following design criteria:

-	Current Plant Design Flow	=	1.75	MGD
-	Facility 90% Design Flow	=	1.58	MGD
-	Current Design Maximum Organic Loading (BOD_5)	=	4003	lbs/day

2. The plant design criteria for the proposed upgrade project were extrapolated from plant data from 2017-2018:

   a. Hydraulic Loading

-	Minimum Daily Flows (MinDF)	=	0.14	MGD
-	Average Daily Flow (ADF)	=	1.5	MGD
-	Permitted Annual Daily Flow	=	1.75	MGD
-	Maximum Monthly Flows (MMF)	=	2.2	MGD
-	Design Maximum Daily Flow (MDF)	=	2.5	MGD
-	Peak Instantaneous Flow (PIF)	=	4.3	MGD
-	Average Daily Decant Flow	=	3.2	MGD
-	Design Peak Decant Flow	=	6.4	MGD

b. Organic (BOD_5) Concentration

-	Minimum Daily BOD_5 Concentration	=	98	mg/L
-	Average Daily BOD_5 Concentration	=	348	mg/L
-	Maximum Monthly BOD_5 Concentration =	=	398	mg/L
-	Maximum Daily BOD_5 Concentration	=	720	mg/L

c. Organic (BOD_5) Loading

-	Minimum Daily BOD_5 Loading	=	1,448	lbs./day
-	Average Daily BOD_5 Loading	=	4,011	lbs./day
-	Maximum Monthly BOD_5 Loading	=	6,644	lbs./day
-	Maximum Daily BOD_5 Loading	=	9,242	lbs./day

d. Total Suspended Solids (TSS) Concentration

-	Minimum Daily TSS Concentration	=	58	mg/L
-	Average Daily TSS Concentration	=	246	mg/L
-	Maximum Monthly TSS Concentration	=	398	mg/L
-	Maximum Daily TSS Concentration	=	942	mg/L

c. Total Suspended Solids (TSS) Loading

-	Minimum Daily TSS Loading	=	605	lbs./day
-	Average Daily TSS Loading	=	3,063	lbs./day
-	Maximum Monthly TSS Loading	=	4,762	lbs./day
-	Maximum Daily TSS Loading	=	8,729	lbs./day

e. Total Kjeldahl Nitrogen (TKN) Concentration

-	TKN Concentration at MinDF	=	48	mg/l
-	Annual Average TKN Concentration	=	31	mg/l
-	TKN Concentration at ADF	=	28	mg/l
-	TKN Concentration at MMF	=	23	mg/l
-	TKN Concentration at MWF	=	13	mg/l
-	TKN Concentration at MDF	=	5	mg/l

f. Total Kjeldahl Nitrogen (TKN) Loading

-	Minimum Daily TKN Loading	=	56	lbs./day
-	Average Daily TKN Loading	=	350	lbs./day
-	Maximum Monthly TKN Loading	=	422	lbs./day
-	Maximum Daily TKN Loading	=	104	lbs./day

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3. Process Design Basis

Design capacities shall be sufficient to provide reliable treatment during annual average daily and maximum monthly flows. Also, the new process treatment units will be designed to handle the influent maximum daily flow of the system. The new disinfection system will also be capable of providing reliable treatment for the range of plant flows including the peak decant rate.

4. The existing plant is designed to meet the NPDES permit limits for BOD5, TSS and Ammonia-Nitrogen, as well as meet annual TMDL limits for Total Nitrogen and Total Phosphorus. The effluent limits for the Charles Town Outfall 001 are listed below in Table 1.

Table 2B: NPDES Permit Effluent Limits (Outlet 001)

Effluent Characteristics	Monthly Avg. Loading Rate, lbs./day	Max Daily Loading Rate, lbs./day	Monthly Avg. Concentration, mg/L	Max Daily Concentration, mg/L
BOD_5	301	601	20.6	41.2
TSS	438	876	30	60
Ammonia-Nitrogen as N	60	120	4.1	8.2

5. Design of screening systems, vortex grit separator, influent pumps and UV units shall be based on maximum hydraulic flow conditions for each unit. The screening, grit and influent pumps will be based on the maximum influent flows and loadings. The UV units will be sized to handle peak decant rates and permitted effluent limits.

D. Permits Required

1. Department of Homeland Security Office of the State Fire Marshal; Issued 11/22/21.

2. West Virginia Department of Environmental Protection Division of Water and Waste Management; Issued 03/04/22

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Section 4
ALTERNATIVES

Overall, the project mostly consists system upgrades meaning that there is little to no operational or process changes proposed to the Charles Town Wastewater Treatment Facility. Because of this, reviewing alternative options for certain portions of this project is not applicable. Most upgrades involve replacing old equipment that is beyond their useful life with new, but equivalent, equipment. However, below is a list of system processes in which alternative options that were considered.

- Influent Structures and Headworks
- Electrical Gear
- Solids Digestion/Dewatering

A. Influent Structures and Headworks

Alternative 1: Bar Screens

Two of the main benefits of the bars screen are compact design and easy-to-retrofit into existing channels. This was important to consider for this project because the new screen would require specific dimensions in order to fit into the existing influent channel. Additionally, bar screens have low headloss which would make design of the downstream components much easier.

However, the existing bars screens at the facility have proven to be maintenance intensive and allowed finer particles downstream resulting in additional maintenance of downstream processes which has resulted in expensive maintenance and repair costs. When compared to the perforated plate fine screen, the bar screen costs approximately 15% less.

Alternative 2: Perforated Plate Fine Screen

The main benefit of perforated plates is that they are finer type of screen verses the bar screens. Perforated plate media offers significantly higher screen capture rates for the same spacing as compared to a bar screen. The second dimension of the perforated media's screening performance results in a more reliable capture and removal of thready or fibrous material. Some other benefits include high reliability, low maintenance cost, no need for upstream coarse screening, ability to handle high grease discharges without clogging and, easily adapted to suit modified operating conditions.

However, the downside to using perforated plates is headloss. The percentage of open area of perforated plates is significantly smaller as compared to a bar screen of similar nominal openings. The result is a comparatively higher amount of headloss that needs to be taken into account within the headworks design. When considering similar footprint comparisons, the perforated plate screen occupies more space than a bar screen.

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B. Electrical Gear

Alternative 1: Single Generator and Electrical Service

This option would involve replacing and rewiring the electrical system so that the wastewater treatment facility would operate on one (1) electrical service. Currently, the facility operates on two (2) electrical services. The extensive electrical rewiring and construction of a new electrical building to house the new components would be costly; however, it would prevent the need of two (2) generators and be more operationally convenient.

Alternative 2: Two (2) Generators and Electrical Services

This option would involve the purchase of a second generator. This would double the operational cost of the generators when performing regular maintenance and testing on the but would save money by lessening the amount of new electrical work.

C. Solids Digestion/Dewatering

Alternative 1: Replacement of Belt Filter Press with New

This option would not increase sludge dewatering or effect current operating costs. The new press has an expected life of 30 years and could present a possible salvage cost if the facility is upgraded prior to that point in time. A considerable cost not accounted for below is the additional building cost associated with this option. The belt filter press operation requires a considerably larger investment for the building itself and associated lime feeding buildings compared to the other options although each will require a new building.

Table 3: Existing Belt Filter Press Daily Operating Costs

Polymer	$190.80
Potable Water	$6.68
Electricity	$199.39
Lime Purchasing Cost	$64.70
Lime Feeding Electricity Cost	$12.80
Loads of Sludge (Based on 18% Solids)	1.67
Disposal Cost Based on Loads of Sludge ($178/load)	$297.00
Estimated Daily Labor (8 hours at $30/hour)	$240.00
Total Daily Costs	$1,011.37
Yearly Operating Cost	$369,150.00

It is worth noting that at current lime usage rates, approximately 5% of each Sludge Load is applied lime which equates to approximately $9 of each load.

Table 4: 30-Year Use of New Filter Press

Capital Cost	$227,000
Present Worth of Operating Costs (30 Years)	$8,794,224
Total Present Worth	$9,021,224

Table 5: 10 - Year Use of New Filter Press and Estimated Salvage Value

Capital Cost	$227,000
Present Worth of Operating Costs (10 Years)	$3,394,112
Estimated Salvage Value (10 Years at approx. 14% Depreciation)	$50,000 ($42,800 Present Worth)
Total Present Worth (Sold after 10 Years of Operating Costs)	$3,578,312

Alternative 2: Replacement of Belt Filter Press with Centrifuge

This option requires significant upgrades to the existing sludge digestion process at the WWTP to provide higher quality sludge to the centrifuge. However, by performing these upgrades, the lime feeding system may be entirely eliminated. Although the capital costs will include upgrades to items such as blowers, actuators, etc., most of these items already exist at the WWTP and will not provide significant operational cost savings.

Table 6: Necessary Capital Investments to Upgrade Dewatering Operation

SBR Upgrades	$550,000
SBR Mixers	$150,000
WAS Pumps	$150,000
Digester Blowers	$250,000
Total Estimated Capital Investment Required	$1,100,000

Table 7: Additional Daily Operating Costs with New Equipment

SBR Mixers (16 hrs/day, three 7.5 HP)	$21.60
Additional WAS Pump to Digester (8 hrs/day)	$4.8
Utilizing Digester Blowers (16 hrs/day, 150 HP)	$143.23
Total Additional Daily Operating Cost	$169.63

Currently, the WWTP does not utilize the large digester and its blowers. As a result, the power demand of these blowers was considered to be an additional cost although they currently exist.

Table 8: Daily Operating Costs of Centrifuge System

Polymer	$178.08
Potable Water	$0.29
Electricity	$214.14
Lime	None
Additional Daily Operating Costs (Table 5)	$169.63
Loads of Sludge (Based on 25% Solids)	1.2
Disposal Cost Based on Loads of Sludge ($178/load)	$213.60
Estimated Daily Labor (4 hours at $30/hour)	$120.00
Total Daily Costs	$895.74
Yearly Operating Costs	$326,945.10

Table 9: 30 - Year Use of New Centrifuge System

Centrifuge Capital Cost	$456,900
Other Capital Investments (Table 4)	$1,100,000
PW of Annual Operating Costs (Table 6)	$7,788,781
Total Present Worth (30-yrs of Operating Costs)	$9,935,681

Table 10: 10 -Year Use of New Centrifuge System and Estimated Salvage Value

Capital Cost	$456,900
Other Capital Investments (Table 4)	$1,100,000
PW of Annual Operating Costs (Table 6)	$3,006,063
Estimated Salvage Value (10 Years at approx. 20% Depreciation)	$49,000 ($42,000 Present Worth)
Total Present Worth (Sold after 10 Years of Operating Costs)	$4,520,963

Alternative 3: Replacement of Belt Filter Press with Rotary Press

This option also requires the initial upfront capital investment to increase the efficiency of the digestion process similar to Option 2. The largest difference with this option is the required run time of approximately 15 hours at a maximum influent flow rate of 80 gpm. The facility currently could not utilize this option since the average sludge flow is approximately 120 gpm. However, we estimate approximately 10-15% of the current sludge flow comes directly from the Water Treatment Plant which is in the process of obtaining an NPDES permit. The removal of this sludge from the system coupled with adequate digestion has the potential to make a Rotary Press a feasible option. To be accurate, a new evaluation would need to be considered following implementation of the NPDES Discharge Permit.

Table 11: Daily Operating Costs of Rotary Press System

Polymer	$190.80
Potable Water	$0.35
Electricity	$2.40
Lime	None
Additional Daily Operating Costs (Table 5)	$169.63
Loads of Sludge (Based on 20% Solids)	1.50
Disposal Cost Based on Loads of Sludge ($178/load)	$267.00
Estimated Daily Labor (12 hours at $30/hour)	$360.00
Total Daily Costs	$990.18
Yearly Operating Costs	$361,415.70

Table 12: 30 - Year Use of New Rotary Press System

Rotary Press Capital Cost	$415,000
Other Capital Investments (Table 4)	$1,100,000
PW of Annual Operating Costs (Table 9)	$8,609,970
Total Present Worth (30-yrs of Operating Costs)	$10,124,970

Table 13: 10 - Year Use of New Centrifuge System and Estimated Salvage Value

Capital Cost	$415,000
Other Capital Investments (Table 4)	$1,100,000
PW of Annual Operating Costs (Table 9)	$3,323,000
Estimated Salvage Value (10 Years at approx. 20% Depreciation)	$44,500 ($38,000 Present Worth)
Total Present Worth (Sold after 10 Years of Operating Costs)	$4,800,000

Table 14: Present Worth Comparison of Alternatives

Option	30-Year Present Worth	10-Year Present Worth with Salvage Value
1 – New Belt Filter Press	$9,021,224	$3,578,312
2 – Centrifuge	$9,935,681	$4,520,963
3 – Rotary Press	$10,124,970	$4,800,000

The dewatering equipment options listed above have benefits and disadvantages. The Belt Filter Press (BFP) has the lowest capital cost and is the easiest to do maintenance on. However, the BFP requires the largest amount of space and drainage areas because of the spray bars that clean the press and generates the lowest percent solids sludge. The BFP, while being the easiest to do maintenance on, also requires the most maintenance and requires constant supervision while operating. The BFP also has the greatest annual operating costs requiring the most water and second highest energy usage. The BFP will also create the lowest percent solids prior to lime addition. A Centrifuge while having the largest capital cost have the same sludge flow rates as

the BFP and will have a lower annual operating cost. The Centrifuge, while not requiring much continuous maintenance, should be inspected by a manufacturer's representative annually and typically requires complete scroll replacement every 10 years. The scroll replacement must be done by a manufacturer certified installer. This makes the maintenance on centrifuges costly once every 10 years, but costs are comparable to the BFP for the same time period. The main advantages to the Centrifuge are: they require less building space, require little to no supervision while operating, and create the driest sludge. The Rotary Press has the second highest capital cost and the lowest sludge flow rate, but generates the second driest sludge. Similar to a centrifuge, the rotary press requires little to no supervision while in operation. The rotary press has the least amount of maintenance due to having the slowest moving parts with the least number of moving parts. The only major disadvantage to the rotary press is that a single unit is not capable of meeting the current sludge flow demands of the system. A summary of the pros/cons to each system is summarized below.

Equipment	***Benefits***	***Disadvantages***
Belt Filter Press	• Low capital cost • Easy maintenance	• Large footprint • Constant supervision • High annual operation costs • Low percent solids • Continuous maintenance
Centrifuge	• High percent solids • Lower annual operation costs • Little supervision • Typically, only annual maintenance • Small footprint	• 10-year maintenance costs • Maintenance repairs require manufacturer reps • High capital cost
Rotary Press	• Medium Footprint • Little supervision • High percent solids • Little maintenance	• Medium Footprint • High Capital cost • Cannot meet current sludge flow rate demands

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Section 5
PLAN SELECTION AND PUBLIC PARTICIPATION

After reviewing the advantages and disadvantages of each alternative options, the following were chosen:

- Influent Structures and Headworks - Alternative 2: Perforated Plate Fine Bar Screen
- Electrical Gear - Alternative 1: Single Generator and Electrical Service
- Solids Digestion/Dewatering - Alternative 2: Replacement of Belt Filter Press with Centrifuge

Alternatives in this PER have been discussed during the Utility Board's regular board meetings which are recorded and posted on the Utility's website. Additionally, the alternatives in this PER have been presented in various reports during the Utility Board's regular meetings.

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Section 6
ENVIRONMENTAL INFORMATION

The entirety of the project will take place at the existing wastewater treatment facility property which is located on previously disturbed land. Most demolition and construction will occur on existing structures. There will not be any discharge increase of biological loading into Evitts Run. The limit of disturbance (LOD) is less than one (1) acre. Therefore, only minor environmental impacts are anticipated.

A. Land Use/Important Farmland/Formally Classified Lands

There are no national and state parks, forests, trails, or registered or eligible monuments or landmarks in the proposed project area. As mentioned above, the extent of the project will not extend past the existing property lines of the facility. Therefore, the project will not change the existing land use of the area. With the alternatives fully evaluated, the technical, environmental and economic viability of the project will optimistically stimulate economic and residential growth in the community, while minimizing impact to the environment and environmentally sensitive areas, thereby maintaining consistency with all applicable local, county, state and federal regulations.

No active agricultural ground exists within the project area, and therefore will not be affected by this project. The proposed project will have no indirect consequences on active agricultural farmland. However, Erosion and Sedimentation Control measures will be taken to ensure runoff cannot affect any farmland which exists offsite.

B. Floodplains

The project lies withing floodplain with a maximum flood elevation of 470 feet. To protect the facility from potential flood waters, a 470-foot flood wall was constructed at the site. None of the proposed development will take place outside of the existing flood wall or increase the base flood elevation. See the attached FEMA Map and the 200 Series of the Issued for Construction Drawings for extent and location of construction.

C. Wetlands

No wetlands lay within the project area.

D. Historic Resources

There are no historical resources located within the project area.

E. Sensitive Biological Resources

There are no sensitive biological resources located within the project area

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F. Water Quality Issues

All applicable erosion and sedimentation pollution control measures will be in place and strictly inspected to assure compliance where necessary. The best available stormwater management practices will be employed at the project site to ensure adequate treatment and infiltration of stormwater. These measures will minimize surface water quality impacts during construction.

The construction of these proposed facilities will have no detrimental impacts on the environment. Rather, the implementation of these projects will ensure improved health and safety of the community and environment. The Utility Board and construction contractor will adhere to all Control Plans. The Contract Documents will require the Authority contractor(s) to abide by the approved Erosion and Sedimentation Control plan and all permits.

G. Costal Resources

This project is not located within a coastal zone management area. Thus, no impact to areas meeting these criteria will be affected.

H. Socio-Economic Issues

No persons will be relocated as a result of this project. There will be no change in land use as a result of the upgrades to the existing water treatment facility. The proposed project will serve all citizens of the project area equally. There will be no negative or disproportionate effects on minorities, women, or persons with disabilities or any persons who are employees, program beneficiaries, or applicants for employment or program benefits in this project by virtue of their race, color, sex, national origin, religion, age, disability, or marital or familial status. The project is not located in a manner that will negatively affect low-income or minority people.

Future growth areas will receive equal treatment and no disproportionate effects on this project will be felt by protected classes of citizens in those areas. There may be a small increase in population over an extended period of time as can occur from communities providing high quality and reliable utilities. This will not have a major adverse impact on public and community services, such as schools, health care, social services, or fire protection.

I. Air Quality

This project will have no long-term negative impacts on air quality. Direct air quality effects will be normal emissions as a result of construction and fugitive dust from excavation activities. Dust emissions will be short term and will be controlled using normal practices. All applicable erosion and sedimentation pollution controls will be implemented, all equipment will be in proper working condition, with all appropriate emission controls installed, and all applicable measures will be implemented to control any dust created by earth disturbance activities. There are no topographical or meteorological conditions that would hinder dispersal of air emissions. Therefore, this project should have no significant adverse impact on the air quality of the area.

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J. Transportation

Transportation in the service area is by private motor vehicle. During the construction phase, proper traffic control will be used to maintain the flow of both vehicular and pedestrian traffic. Vehicular traffic may be slightly elevated due to material hauling or otherwise delayed at times during the construction period, but traffic will be controlled in accordance with the Department of Transportation's traffic control procedures and the contractor will be required to maintain adequate cart-way surfaces. Appropriate measures will be taken to avoid construction/ transportation during peak traffic periods or special events. Upon completion of the project, no permanent impact on transportation patterns is expected. Population growth as a direct result of this project is not expected to be significant and no new traffic patterns are planned. Therefore, other than minor temporary impacts during construction, it is determined that there will be no direct, indirect or cumulative long-term effects or environmental consequences to transportation in and around the community as a result of the proposed project.

K. Noise Abatement and Control

During construction, there may be temporary and usual dust, noise and traffic disruptions associated with utility construction work. These effects will be of temporary duration. Appropriate measures will be taken to perform construction activities during normal working hours to avoid disturbances to the residential areas. There will be no permanent noise pollution as a result of this project.

L. Wild and Scenic Rivers

This project will not affect a river or portion of it which is either included in the National or State Wild and Scenic Rivers Systems or designated for potential addition to the system. These determinations are based on information available on the U.S. Environmental Protection Agency.

M. Miscellaneous Environmental Considerations

1. Biosolids generation, treatment, and disposal

   The water treatment facility will continue to generate typical quantities of residual waste materials.

2. Impact of the project on or from local landfills

   None.

3. Impact of the project on or from Superfund/HSCA sites

   This project is not anticipated to have any impact on any nearby Superfund/HSCA sites.

Section 7
PROJECT SUMMARIES

A. Engineering Summary

1. Influent Screening

Operations are severely hindered by poor headworks screening and the previous operation of a grinder ahead of the screen. Fine and stringy material is passing through the headworks screen which leads to debris accumulation downstream and is causing havoc on the downstream treatment processes. The existing mechanical screen will be replaced with a 6mm perforated plate screen. The existing channel dimensions will allow the new unit to be installed directly in place of the existing unit. Additionally, the vortex grit removal system as well as the compactor will be replaced in kind with a similar model.

The headworks building features bypass channels for both the mechanical screen and the grit removal system. Influent flow will be directed to the bypass channels during construction in order to keep the facility in service during replacement of each unit. The grit removal system is estimated to take as long as two (2) months. As a result, grit that is generally removed prior to the pump station will bypass the screens, however, the short amount of time the system will be offline will not contribute a significant amount of grit. Additionally, the Contractor will be required to clean all tanks, channels, etc. associated with the rest of the work. The Sequence of Construction has been written such that grit and larger material that has bypassed the headworks building during this shutdown will be cleaned out by the Contractor and/or during the subsequent upgrades.

2. Influent Pump Station & Metering Manhole

The influent pump station consists of three (3) pumps on separate VFD drives. The pumps are configured in a lead/lag configuration based on wastewater level in the tank. The level is obtained via submersible pressure transducers with float backup system. Each pump and the pump control panel will be replaced as part of this project. New conduit will be provided to eliminate the existing above ground conduit. There is also a discharge line from the Control Building Restroom which has backed up in the past and flooded during large storm events. A check valve will be provided on this line to prevent future backups.

A new influent flow meter on the line between the pump station and splitter box has been included in this project as a bid alternate. The metering vault will include isolation valves and a magnetic flow meter to provide constant flow data back to the SCADA System. The metering vault will be located prior to the existing influent pump station bypass tee. This bypass will be utilized during the upgrades to the influent pump station and installation of the influent metering vault. No shutdown of the facility will be required for these upgrades.

3. SBR (ICEAS) Upgrades

The SBR System consists of three (3) reactors operating in an Intermittent Cycle, Extended Aeration (ICEAS) Process. Each reactor utilizes coarse bubble diffusers with air supplied by five (5) positive displacement blowers. However, the blower piping configuration is such that only one of the blowers may be operated in "swing" mode to provide to one of the two air headers. Reactor 1 has a dedicated header while Reactors 2 and 3 share the other header which splits just before entering the reactors. Waste sludge is removed from the reactors via a gravity line leading to a valve vault prior to the Aerobic Digesters (renamed as "Sludge Holding Tanks" during this project) and supernatant is removed via actuated decanting arms operated by the ABJ/Sanitaire Control Panel based on preset, selectable time intervals. The valves controlling the waste activated sludge (WAS) lines are in poor condition and the vault is too small to facilitate actual replacement of the valves.

Portions of this upgrade will be completed as part of the base bid. These items include replacement of:

- existing instrumentation with new dissolved oxygen (DO) and oxygen reduction potential (ORP) probes in each reactor and report back to SCADA to allow more effective monitoring and control of the system as well as level transmitters & float switches,

- existing SBR Control Panel to provide the Operators more flexibility in treatment times (more fine adjustment of aeration/settling/decanting times) and

- three (3) existing actuated valves on the 10" aeration supply lines going into each basin.

A bid alternate associated with the basins is replacement of the valves and valve vault for the WAS lines to allow maintenance and repair of the new valves as well as provide space for WAS flow meters. The Facility currently has no continuous monitoring of sludge wasting rates and the existing valve vault is too small to facilitate replacement of the existing valves. The new vault will be partially above ground with interior grating covering the valve manifold so the entire area may be accessed for repair and replacement.

The upgrades to the SBR Reactors may be completed one at a time, without any major shutdown of the facility. Temporarily removing one reactor from service will decrease the facility's hydraulic capacity, but based on the analysis in Section 2, the remaining two (2) reactors will be capable of handling typical inflow. While each reactor is offline and pumped dry, the WAS line may be severed and an isolation valve installed so the WAS Valve Vault may be replaced following SBR Upgrades. The reactors will also be cleaned of grit and debris during this period. Alternatively, if all of the SBR upgrades are completed prior to any work on the WAS vault, a temporary pump can be used to waste sludge directly from any of the SBR basins to any of the sludge holding tanks without using the existing WAS lines. No shutdown of the facility is required for work in this area.

4. Ultraviolet Disinfection System

The Ultraviolet Disinfection (UV) system consists of three (3) forty-bulb AquaRay 40 modules. This area of the facility tends to overflow during high flow events - most likely when two (2) of the SBR tanks decant at the same time. The ballasts of the UV bulbs are located on top of each module, as a result, they short out when the secondary channel floods. The existing bulb units will be replaced with new modules of similar design; however, the ballasts will be mounted in a freestanding enclosure separate from the enclosed bulbs. If the channel should become inundated, the ballasts or bulbs will not be damaged. The transformer for the existing system has already been relocated outside of the channel, the proposed ballast enclosure will be located next to this tranformer.

Similar to the replacement of the influent pump station, the enclosure for the new UV modules may be installed prior to removing the existing units. The total shutdown time required to replace the modules will be minimal. However, any channel modifications and cleaning of the channel will require a temporary shutdown of this operation. To do so, the Contractor must cooridnate with the owner to drain the SBR Tanks as low as possible and use them as temporary equalization tanks. During low flow, this should provide sufficient time to clean the UV Channel and Effluent Water Sump. Alternatively, the Contractor will be required to supply a pump and cofferdam type system to pump around the UV Channel. In this scenario, the Charles Town Utility Board will be provided sufficient notificiatoin to ensure they have alternative means of achieving adequate disinfection during the time the UV Channel is out of operation.

5. Solids Digestion and Dewatering

The Charles Town Plant currently accepts all of the waste sludge from CTUB's other wastewater facilities as well as the water treatment plant process waste. Waste sludge from the Sludge Holding Tanks (formerly aerobic digesters) is currently partially digested before transferring to the belt filter press via the sludge transfer pump located in the building between the SBRs and the Sludge Holding Tank. Although a 575,000-gallon digester exists on site, it is basically unusable with the current piping configuration. The belt filter press utilizes a polymer feed system and hydrated lime feed system with a pug mill for increasing the pH of the dried solids.

Improvements to the solids handling process begin with creating the necessary piping modifications to fully utilize the 575,000-gallon digester to achieve adequate digestion of solids. These piping modifications include installation of a new, actuated telescoping valve and penetration through the wall of the digester to allow the greatest possible flexibility in decanting. The digester will also be upgraded to replace the diffusers with fine bubble, install bubble mixers and replace the aeration blowers with smaller, more energy efficient versions. The goal of these upgrades is to adequately digest sludge to 2-3% and eliminate the need for lime addition for land application requirements.

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Waste sludge will be pumped via a new progressive cavity pump to the new dewatering building featuring a polymer injection system, inline grinder and centrifuge capable of dewatering sludge at a rate up to 225 gpm. Several dewatering options were evaluated as part of this project, refer to Appendix A for the full evaluation of treatment alternatives. The existing thickened sludge day tank and sludge pump building have not been used in several years, so they will be demolished for the new dewatering building to be built in their place. As a result, the existing belt filter press can continue to operate as normal while the new building is constructed. The waste sludge holding tanks reportedly have at least five (5) days of storage before needing to be pumped out, so these upgrades should not require any major shutdown to the facility operations.

6. Effluent Pump Station

The effluent pump station consists of three (3) submersible pumps operating in lead/lag based on float level controls and Variable Frequency Drives (VFDs). The pump station will be upgraded to include a pressure transducer reporting back to SCADA so the Operators may change the discharge settings electronically rather than physically. The effluent pumps may be operated in manual, so during these upgrades, the effluent pump station will not need to be entirely offline for any significant period of time.

7. Electrical Gear

The main plant power distribution consists of two separate utility services and one backup generator. The first service provides power to an Automatic Transfer Switch (ATS) that feeds a motor control center (MCC) from which power is distributed to the headworks, influent pump station, SBR system, UV system, belt filter press and effluent pump station. The ATS has a generator backup that provides power in the case that the utility power is lost to this service. The first utility service also provides power to a second MCC for the denitrification filters that is not on generator power. The second utility feed provides power to a third MCC for power to the digester tank blowers; this service is not tied to emergency power.

The existing MCC and electrical components have reached the end of its useful life and replacement parts are becoming obsolete. The gear needs replaced in its entirety. Additionally, the construction of a new MCC will allow the separate feeds to be combined and serviced under a single generator to maintain nearly complete operations at the facility.

The two utility services will be combined into one (1) main utility service with a single plant-wide backup generator. The power from the generator and the electrical utility company will enter the facility electrical system through a new ATS and then a new switchboard that will distribute power to multiple proposed and existing process equipment. The MCC in the SBR blower building will be replaced with a new MCC of the latest manufacture from which the various motors are to be powered. A large feed from the switchboard will feed a separate distribution panel ‘H2’ located in the transfer pump building where power will be fed to the digester tank MCC and various other existing and proposed process equipment.

In order to keep the existing plant in operation during these upgrades, the transition from the existing system to the proposed system will be done in construction stages. The new electrical service equipment will be installed and energized while the existing electrical equipment is left operational. The power feeds will then be systematically converted over to the new electrical service equipment while maintaining plant operation. Following this transition, the existing gear will be demolished and removed from the site.

The plant SCADA system will be upgraded so that all the various processes can be operated via a plant-wide SCADA computer station located in the control building. The SCADA system will be able to monitor all processes throughout the facility and allow the operator to make adjustments to them as necessary. Communication to the process systems throughout the facility will be integrated to the SCADA system via a combination of both fiber optic communication and hardwire as follows:

- Fiber optic communication for the SBR system, the UV system and the Denitrification system.

- Hardwire communication for the headworks, influent pumps, effluent pumps and solids handling.

The SCADA system will also include an alarm callout system for notification of the critical plant alarms and well as a reporting software for all the required plant reports. These upgrades will allow the City of Charles Town to optimize the treatment process and support any future plant process upgrades.

B. Cost Summary

Please see attached a copy of the Engineer's cost estimate, Contractor's bid and Schedule B Spreadsheet (matching funds).

1. Existing Debt

Currently, the CTUB generates revenue through monthly sewer billings that go towards debt collection, O&M costs, and cost to treat the wastewater. The proposed project will maintain or reduce the operation and maintenance cost of the waste water treatment facility. The improvements will improve the facilities so that future deficiencies do not occur. The CTUB will repay their debts through annual revenue from wastewater service that the CTUB performs. Annual O&M costs for the CTUB are shown in the CTUB's 2020 Annual Report attached. As of the 2020 Annual Report, the CTUB's total operating expenses are $3,343,575 and the CTUB's total wastewater operating revenues are $6,133,529.

The CTUB currently uses funds from sewer bill collection to maintain their existing wastewater system. It is suggested that the CTUB continue using the monies collected from sewer service to make payments for debt service

2. Proposed Project Financing

Refer to Schedule B attached.

3. The current sewer rates for CTUB customers are tiered and based on water consumption. Refer to Table 15 for rate schedule.

Table 15: CTUB Sewer Rate Schedule

First 2,000 gallons	$15.36/1,000 gallons
Next 8,000 gallons (to 10,000 gallons)	$14.29/1,000 gallons
Usage over 10,000 gallons	$13.98/1,000 gallons

The minimum bill is $30.72 which is equivalent to 2,000 gallons per month. For customers that are not connected to a metered water connection, the flat rate charge is $52.16 per month which is equivalent to 3,500 gallons per month. Multiple occupancy buildings/properties are required to pay the flat rate charge or minimum bill amount unless individual water meters are provided. Current new tapping fees are $400.00. The rates were recently adjusted to equalize rates with customers from adjacent utilities that were absorbed by CTUB. No rate increase is proposed as a result of this project. The added income and consolidation of systems provides enough increased revenue.

C. Project Schedule:

Item	Date
Engineering Design	2020 - 2021
Submit/Receive Permits	2021
Project Bid	June 2022
Award Bid	July 2022
Begin Construction	September 2022
Substantial Completion	June 2024
Final Completion	September 2024

D. Lands and Rights-Of-Way

The entirety of the project will take place on the wastewater treatment plant property owned by the Charles Town Utility Board.

E. Public Health Benefits

The new upgrades to the Charles Town Wastewater Treatment Facility will improve the efficiency of pathogen removal and will provide more reliable operational performance. Additionally, the replacement of the belt filter press with the centrifuge for the sludge dewatering process will protect the plant operators from inhaling airborne sewage particles because the centrifuge is an enclosed device whereas the belt filter press contains open chamber. Overall, the operators will be able to spend more time tending to other projects and operational procedures upon completion of the upgrades project

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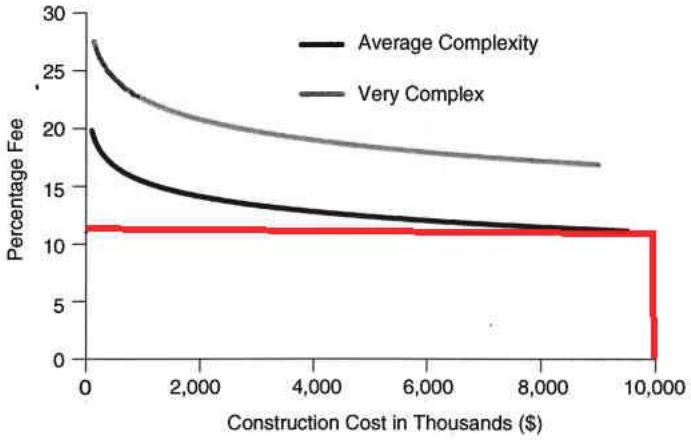
F. Evidence of Filing

The District is a Class A utility and does not require PSC approval.

G. Evidence of Compliance

Based on the Total Fee vs Construction Cost curves obtained from ASCE Engineering Practice Number 45 and the recently obtained bid price for the project, the total acceptable fee for design and construction phase services for this project amount to approximately 12% ($1,200,000). The original contract for this work was amended on July 8, 2020 to include additional design to a final overall cost of $760,000 which is much less than the allowable amount according to Figure 3. Please see the Attachments for the full Owner-Engineer Agreement and Amendment.

Figure 3: Graph 4, Total Fee vs. Construction Cost for Modifications, ASCE MOP No. 45, 2003.



GRAPH 4. Total Fee vs. Construction Cost for Modifications.

Charles Town Water Department
Revenue & Expense Summary
5/31/2022

Annual Budget		Y-T-D Budget	Y-T-D Actual	Difference
	REVENUES			
2,650,000	Metered Sales - Residential	2,429,167	2,352,946	(76,221)
1,330,000	Metered Sales - Commercial	1,219,167	1,182,396	(36,771)
105,000	Metered Sales - Glen Haven/Cavaland	96,250	89,039	(7,211)
20,000	Sale for Resale - Bulk Water	18,333	13,506	(4,827)
80,000	Forfieted Discounts	73,333	62,412	(10,921)
25,000	Misc. Service Rev - Reconnection / Tap Fees	22,917	28,375	5,458
525,000	Tank Lot Rental Income	481,250	483,295	2,045
8,000	Interest Income	7,333	4,439	(2,894)
2,000	Sinking Fund Income	1,833	72	(1,761)
75,000	Miscellaneous Income	68,750	64,313	(4,437)
0	Grant Revenue - OEHS SWAP EWM	-	46,765	46,765
0	CIF & CAC Revenue	-	816,584	816,584
0	Checking Acct @ 6/30/21	-	551,603	551,603
4,820,000	**TOTAL REVENUES**	4,418,333	5,695,746	1,277,413
	EXPENSES			
15,000	Supplies & Expense	13,750	4,164	(9,586)
20,000	Maint of Water Source	18,333	18,781	447
340,000	Operation Labor - WTP	311,667	304,466	(7,200)
125,000	Power & Fuel - WTP	114,583	108,160	(6,423)
6,000	Power & Fuel - WTP GH/CAV	5,500	5,997	497
130,000	Chemicals	119,167	125,335	6,168
45,000	Testing	41,250	32,567	(8,683)
20,000	Supplies & Expense - WTP	18,333	11,945	(6,388)
10,000	Supplies & Expense - GH/CAV	9,167	2,581	(6,586)
100,000	Maint Water Treatment Plant	91,667	99,499	7,832
10,000	Maint of Water Plant - GH/CAV	9,167	5,640	(3,527)
445,000	Maintenance Labor	407,917	410,405	2,488
20,000	Supplies & Expense - Maint	18,333	14,442	(3,891)
82,000	Maint Dist Reservior & Standpipes	75,167	86,162	10,995
150,000	Maint of Mains	137,500	92,829	(44,671)
200,000	Maint of Services	183,333	112,482	(70,851)
175,000	Maint of Meters	160,417	104,902	(55,515)
20,000	Maint of Hydrants	18,333	4,703	(13,631)
160,000	Accounting & Collecting Labor	146,667	143,806	(2,861)
25,000	Supplies & Expense - Acct & Collect	22,917	9,708	(13,209)
15,000	Bad Debt Expense	13,750	3,538	(10,212)
120,000	Admin & General Salaries	110,000	113,048	3,048
160,000	Employee Insurance & Benefits	146,667	140,692	(5,975)
107,000	Employee Pension Expense	98,083	92,561	(5,522)
82,000	Payroll Taxes - FICA Tax Expense	75,167	74,835	(332)

Charles Town Water Department
Revenue & Expense Summary
5/31/2022

24,000	OPEB (other post empl benefits)	22,000	15,206	(6,794)
114,000	Office Supplies & Other Expense	104,500	103,938	(562)
15,000	Maintenance of General Property	13,750	7,818	(5,932)
80,000	Contractual Services - Engineering	73,333	64,361	(8,972)
20,000	Contractual Services - Accounting	18,333	19,341	1,008
15,000	Contractual Services - Legal	13,750	7,603	(6,147)
65,000	Contractual Services - Other	59,583	60,752	1,169
45,000	Transportation Expense	41,250	42,585	1,335
80,000	Property Insurance	73,333	74,393	1,060
35,000	Injuries & Damages	32,083	33,072	989
20,000	Regulatory Commission Expense	18,333	3,789	(14,544)
6,000	Bond Administration Fees	5,500	4,108	(1,392)
10,000	Misc General Expense	9,167	4,907	(4,259)
1,180,000	Depreciation Expense	1,081,667	1,081,667	0
445,000	Interest on Long Term debt	407,917	398,237	(9,680)
78,000	Amortization - Bond Discount	71,500	71,500	-
	Amortization of Debt Discount & Exp	-	2,909	2,909
0	Bond Issuance Costs	-	139,733	139,733
4,814,000	**TOTAL EXPENSES**	4,412,833	4,259,170	(153,664)
6,000	Excess (Deficit)	5,500	1,436,576	
	Reconciliation to Cash:			
	Cash Balance @ 6/30/21		551,603	
	Disbursements To Date		(4,965,385)	
	Expenses		4,259,170	
	Deposits To Date		5,043,328	
	Revenues		(5,695,746)	
	CASH BALANCE @ 5/31/2022		629,547	
			629,547	Water Operating
			(0)	
	Water Capacity Improvement Fees		2,605,957	
	Water Renewal & Replacement		767,231	
	Water Working Capital Fund		383,202	

Charles Town Sewer Department
Revenue & Expense Summary
5/31/2022

Annual Budget		Y-T-D Budget	Y-T-D Actual	Difference
	REVENUES			
2,340,000	CTUB Service Revenue	2,145,000	2,134,414	(10,586)
1,390,000	Sewer Service Revenue - Ranson	1,274,167	1,263,509	(10,658)
2,460,000	Sewer Service Revenue - JCPSD	2,255,000	2,253,502	(1,498)
40,000	Customer Forfieted Discounts	36,667	33,900	(2,767)
27,000	Customer Forfieted Discounts- RA	24,750	20,584	(4,166)
50,000	Customer Forfieted Discounts- PSD	45,833	36,461	(9,372)
42,000	Misc. Sewer Revenues	38,500	18,599	(19,901)
0	CIF & CAC Revenues	-	1,312,104	1,312,104
8,000	Interest Income	7,333	6,413	(920)
3,000	Sinking Fund Income	2,750	75	(2,675)
0	Checking Acct @ 6/30/21	-	2,046,245	2,046,245
6,360,000	**TOTAL REVENUES**	5,830,000	9,125,805	3,295,805
	EXPENSES			
20,000	Supplies & Expense	18,333	11,272	(7,062)
50,000	Maint of Service Connections	45,833	48,744	2,910
300,000	Maint of Collecting & Trans. Mains	275,000	142,077	(132,923)
355,000	Operation Labor	325,417	289,680	(35,737)
135,000	Power & Fuel	123,750	101,255	(22,495)
25,000	Supplies & Expense	22,917	12,376	(10,540)
250,000	Maint of Pump Stations	229,167	167,362	(61,805)
242,000	Operation Labor	221,833	212,357	(9,476)
130,000	Power - CT Plant	119,167	115,679	(3,488)
75,000	Power - TUI	68,750	73,285	4,535
10,000	Power - Deerfield	9,167	6,632	(2,535)
155,000	Chemical Expense - CT	142,083	119,070	(23,013)
20,000	Chemical Expense - TUI	18,333	14,724	(3,609)
35,000	Testing - CT	32,083	24,319	(7,764)
7,000	Testing - TUI	6,417	4,661	(1,756)
102,000	Supplies & Expense	93,500	89,223	(4,277)
120,000	Maint. Burns Farm	110,000	67,405	(42,595)
240,000	Maint. Treatment Plant - CT	220,000	107,678	(112,322)
80,000	Maint. Treatment Plant - TUI	73,333	65,560	(7,774)
15,000	Maint. Treatment Plant - Deerfield	13,750	19,078	5,328
212,000	Billing, Collecting & Accounting Labor	194,333	189,971	(4,362)
90,000	Billing Fees Expense	82,500	80,887	(1,613)
25,000	Bad Debt Expense	22,917	9,233	(13,684)
185,000	Admin. & General Salaries	169,583	156,217	(13,367)
150,000	Employee Insurance & Benefits	137,500	132,107	(5,393)
100,000	Employee Pension Expense	91,667	82,897	(8,770)
77,000	Payroll Taxes - FICA Tax Expense	70,583	65,726	(4,857)
26,000	OPEB (other post empl. benefits)	23,833	13,882	(9,951)

Charles Town Sewer Department
Revenue & Expense Summary
5/31/2022

135,000	Office Supplies & Expense	123,750	113,468	(10,282)
35,000	Maint. of General Property	32,083	20,197	(11,886)
60,000	Contractual Services - Engineering	55,000	48,389	(6,611)
32,000	Contractual Services - Accounting	29,333	27,015	(2,318)
170,000	Contractual Services - Legal	155,833	140,985	(14,848)
78,000	Contractual Services - Other	71,500	44,611	(26,889)
65,000	Transportation Expense	59,583	56,615	(2,968)
110,000	Insurance	100,833	90,706	(10,128)
36,000	Worker's Comp	33,000	26,736	(6,264)
30,000	Regulatory Commission Expense	27,500	9,244	(18,256)
71,000	Bond Administration Fees	65,083	37,899	(27,185)
10,000	Misc. General Expense	9,167	6,759	(2,408)
1,800,000	Depreciation Expense	1,650,000	1,650,000	-
325,000	Interest on Long Term Debt	297,917	179,061	(118,855)
0	Interest Expense	-	59,888	59,888
57,000	Amort. Of Debt Discount & Expense	52,250	52,250	-
0	Bond Issuance Costs	-	32,856	
6,245,000	**TOTAL EXPENSES**	5,724,583	5,020,034	(737,406)
115,000	**Excess (Deficit)**	105,417	4,105,771	
	Reconciliation to Cash:			
	Cash Balance @ 6/30/21		2,046,245	
	Disbursements To Date		(5,637,234)	
	Expenses		5,020,034	
	Deposits To Date		5,931,754	
	Revenues		(9,125,805)	
	CASH BALANCE 5/31/2022		2,340,764	
			2,340,764	Sewer Operating
			(0)	
	Sewer Capacity Improvement Fees		3,646,751	
	Sewer Renewal & Replacement		692,344	
	Sewer Working Capital Fund		705,160	

Charles Town Water Department
Revenue & Expense Summary
5/31/2022

Annual Budget		Y-T-D Budget	Y-T-D Actual	Difference
	REVENUES			
2,650,000	Metered Sales - Residential	2,429,167	2,352,946	(76,221)
1,330,000	Metered Sales - Commercial	1,219,167	1,182,396	(36,771)
105,000	Metered Sales - Glen Haven/Cavaland	96,250	89,039	(7,211)
20,000	Sale for Resale - Bulk Water	18,333	13,506	(4,827)
80,000	Forfieted Discounts	73,333	62,412	(10,921)
25,000	Misc. Service Rev - Reconnection / Tap Fees	22,917	28,375	5,458
525,000	Tank Lot Rental Income	481,250	483,295	2,045
8,000	Interest Income	7,333	4,439	(2,894)
2,000	Sinking Fund Income	1,833	72	(1,761)
75,000	Miscellaneous Income	68,750	64,313	(4,437)
0	Grant Revenue - OEHS SWAP EWM	-	46,765	46,765
0	CIF & CAC Revenue	-	816,584	816,584
0	Checking Acct @ 6/30/21	-	551,603	551,603
4,820,000	**TOTAL REVENUES**	4,418,333	5,695,746	1,277,413
	EXPENSES			
15,000	Supplies & Expense	13,750	4,164	(9,586)
20,000	Maint of Water Source	18,333	18,781	447
340,000	Operation Labor - WTP	311,667	304,466	(7,200)
125,000	Power & Fuel - WTP	114,583	108,160	(6,423)
6,000	Power & Fuel - WTP GH/CAV	5,500	5,997	497
130,000	Chemicals	119,167	125,335	6,168
45,000	Testing	41,250	32,567	(8,683)
20,000	Supplies & Expense - WTP	18,333	11,945	(6,388)
10,000	Supplies & Expense - GH/CAV	9,167	2,581	(6,586)
100,000	Maint Water Treatment Plant	91,667	99,499	7,832
10,000	Maint of Water Plant - GH/CAV	9,167	5,640	(3,527)
445,000	Maintenance Labor	407,917	410,405	2,488
20,000	Supplies & Expense - Maint	18,333	14,442	(3,891)
82,000	Maint Dist Reservior & Standpipes	75,167	86,162	10,995
150,000	Maint of Mains	137,500	92,829	(44,671)
200,000	Maint of Services	183,333	112,482	(70,851)
175,000	Maint of Meters	160,417	104,902	(55,515)
20,000	Maint of Hydrants	18,333	4,703	(13,631)
160,000	Accounting & Collecting Labor	146,667	143,806	(2,861)
25,000	Supplies & Expense - Acct & Collect	22,917	9,708	(13,209)
15,000	Bad Debt Expense	13,750	3,538	(10,212)
120,000	Admin & General Salaries	110,000	113,048	3,048
160,000	Employee Insurance & Benefits	146,667	140,692	(5,975)
107,000	Employee Pension Expense	98,083	92,561	(5,522)
82,000	Payroll Taxes - FICA Tax Expense	75,167	74,835	(332)

Charles Town Water Department
Revenue & Expense Summary
5/31/2022

24,000	OPEB (other post empl benefits)	22,000	15,206	(6,794)
114,000	Office Supplies & Other Expense	104,500	103,938	(562)
15,000	Maintenance of General Property	13,750	7,818	(5,932)
80,000	Contractual Services - Engineering	73,333	64,361	(8,972)
20,000	Contractual Services - Accounting	18,333	19,341	1,008
15,000	Contractual Services - Legal	13,750	7,603	(6,147)
65,000	Contractual Services - Other	59,583	60,752	1,169
45,000	Transportation Expense	41,250	42,585	1,335
80,000	Property Insurance	73,333	74,393	1,060
35,000	Injuries & Damages	32,083	33,072	989
20,000	Regulatory Commission Expense	18,333	3,789	(14,544)
6,000	Bond Administration Fees	5,500	4,108	(1,392)
10,000	Misc General Expense	9,167	4,907	(4,259)
1,180,000	Depreciation Expense	1,081,667	1,081,667	0
445,000	Interest on Long Term debt	407,917	398,237	(9,680)
78,000	Amortization - Bond Discount	71,500	71,500	-
	Amortization of Debt Discount & Exp	-	2,909	2,909
0	Bond Issuance Costs	-	139,733	139,733
4,814,000	**TOTAL EXPENSES**	4,412,833	4,259,170	(153,664)
6,000	Excess (Deficit)	5,500	1,436,576	
	Reconciliation to Cash:			
	Cash Balance @ 6/30/21		551,603	
	Disbursements To Date		(4,965,385)	
	Expenses		4,259,170	
	Deposits To Date		5,043,328	
	Revenues		(5,695,746)	
	CASH BALANCE @ 5/31/2022		629,547	
			629,547	Water Operating
			(0)	
	Water Capacity Improvement Fees		2,605,957	
	Water Renewal & Replacement		767,231	
	Water Working Capital Fund		383,202	

Charles Town Sewer Department
Revenue & Expense Summary
5/31/2022

Annual Budget		Y-T-D Budget	Y-T-D Actual	Difference
	REVENUES			
2,340,000	CTUB Service Revenue	2,145,000	2,134,414	(10,586)
1,390,000	Sewer Service Revenue - Ranson	1,274,167	1,263,509	(10,658)
2,460,000	Sewer Service Revenue - JCPSD	2,255,000	2,253,502	(1,498)
40,000	Customer Forfieted Discounts	36,667	33,900	(2,767)
27,000	Customer Forfieted Discounts- RA	24,750	20,584	(4,166)
50,000	Customer Forfieted Discounts- PSD	45,833	36,461	(9,372)
42,000	Misc. Sewer Revenues	38,500	18,599	(19,901)
0	CIF & CAC Revenues	-	1,312,104	1,312,104
8,000	Interest Income	7,333	6,413	(920)
3,000	Sinking Fund Income	2,750	75	(2,675)
0	Checking Acct @ 6/30/21	-	2,046,245	2,046,245
6,360,000	**TOTAL REVENUES**	5,830,000	9,125,805	3,295,805
	EXPENSES			
20,000	Supplies & Expense	18,333	11,272	(7,062)
50,000	Maint of Service Connections	45,833	48,744	2,910
300,000	Maint of Collecting & Trans. Mains	275,000	142,077	(132,923)
355,000	Operation Labor	325,417	289,680	(35,737)
135,000	Power & Fuel	123,750	101,255	(22,495)
25,000	Supplies & Expense	22,917	12,376	(10,540)
250,000	Maint of Pump Stations	229,167	167,362	(61,805)
242,000	Operation Labor	221,833	212,357	(9,476)
130,000	Power - CT Plant	119,167	115,679	(3,488)
75,000	Power - TUI	68,750	73,285	4,535
10,000	Power - Deerfield	9,167	6,632	(2,535)
155,000	Chemical Expense - CT	142,083	119,070	(23,013)
20,000	Chemical Expense - TUI	18,333	14,724	(3,609)
35,000	Testing - CT	32,083	24,319	(7,764)
7,000	Testing - TUI	6,417	4,661	(1,756)
102,000	Supplies & Expense	93,500	89,223	(4,277)
120,000	Maint. Burns Farm	110,000	67,405	(42,595)
240,000	Maint. Treatment Plant - CT	220,000	107,678	(112,322)
80,000	Maint. Treatment Plant - TUI	73,333	65,560	(7,774)
15,000	Maint. Treatment Plant - Deerfield	13,750	19,078	5,328
212,000	Billing, Collecting & Accounting Labor	194,333	189,971	(4,362)
90,000	Billing Fees Expense	82,500	80,887	(1,613)
25,000	Bad Debt Expense	22,917	9,233	(13,684)
185,000	Admin. & General Salaries	169,583	156,217	(13,367)
150,000	Employee Insurance & Benefits	137,500	132,107	(5,393)
100,000	Employee Pension Expense	91,667	82,897	(8,770)
77,000	Payroll Taxes - FICA Tax Expense	70,583	65,726	(4,857)
26,000	OPEB (other post empl. benefits)	23,833	13,882	(9,951)

Charles Town Sewer Department
Revenue & Expense Summary
5/31/2022

135,000	Office Supplies & Expense	123,750	113,468	(10,282)
35,000	Maint. of General Property	32,083	20,197	(11,886)
60,000	Contractual Services - Engineering	55,000	48,389	(6,611)
32,000	Contractual Services - Accounting	29,333	27,015	(2,318)
170,000	Contractual Services - Legal	155,833	140,985	(14,848)
78,000	Contractual Services - Other	71,500	44,611	(26,889)
65,000	Transportation Expense	59,583	56,615	(2,968)
110,000	Insurance	100,833	90,706	(10,128)
36,000	Worker's Comp	33,000	26,736	(6,264)
30,000	Regulatory Commission Expense	27,500	9,244	(18,256)
71,000	Bond Administration Fees	65,083	37,899	(27,185)
10,000	Misc. General Expense	9,167	6,759	(2,408)
1,800,000	Depreciation Expense	1,650,000	1,650,000	-
325,000	Interest on Long Term Debt	297,917	179,061	(118,855)
0	Interest Expense	-	59,888	59,888
57,000	Amort. Of Debt Discount & Expense	52,250	52,250	-
0	Bond Issuance Costs	-	32,856	
6,245,000	**TOTAL EXPENSES**	5,724,583	5,020,034	(737,406)
115,000	**Excess (Deficit)**	105,417	4,105,771	
	Reconciliation to Cash:			
	Cash Balance @ 6/30/21		2,046,245	
	Disbursements To Date		(5,637,234)	
	Expenses		5,020,034	
	Deposits To Date		5,931,754	
	Revenues		(9,125,805)	
	CASH BALANCE 5/31/2022		2,340,764	
			2,340,764	Sewer Operating
			(0)	
	Sewer Capacity Improvement Fees		3,646,751	
	Sewer Renewal & Replacement		692,344	
	Sewer Working Capital Fund		705,160	

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT

APPROVED BY: _____

APPROVED BY: _____

This Packet:	$ 262,775.31
Security Deposit Refunds:	2,258.32
Charles Town Water May Funding, check dated 6/22/2022:	9,841.37
Charles Town Sewer May Funding, check dated 6/22/2022:	12,318.24
Encova Premium, check dated 7/01/2022:	9,690.00
Total:	$ 296,883.24

Note:

Highlighted invoice is for the Collection System Project;

Highlighted invoice is for the R&R Project

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT		AMOUNT
TELE-WORKS, INC.	ANNUAL HOSTING FEE	WATER FUND	WATER		6,458.50
	ANNUAL HOSTING FEE	SEWER FUND	SEWER		6,458.50
				TOTAL:	12,917.00
THE CI THORNBURG CO, INC.	SNGLEPRT TRANSCEIVER	WATER FUND	WATER		4,050.00
	5/8"X3/4"SRIITRPL100GPL/BT	WATER FUND	WATER		9,857.02
	CHLORINE	WATER FUND	WATER		2,075.00
				TOTAL:	15,982.02
WAKEFIELD & ASSOCIATES INC	JUNE COLLECTIONS	WATER FUND	WATER		81.17
	JUNE COLLECTIONS	SEWER FUND	SEWER		81.16
	PSD JUNE COLLECTIONS	SEWER FUND	SEWER		100.65
				TOTAL:	262.98
MIKE WEAVER	CELL REIMBURSEMENT	WATER FUND	WATER		150.00
				TOTAL:	150.00
WEST VIRGINIA TRACTOR COMPANY	DEBRISHOSE,PSIPRANHASP12SW	SEWER FUND	SEWER		2,669.06
				TOTAL:	2,669.06
WIRELESS NETWORKS GROUP, INC.	MISC SVCS, JUNE	WATER FUND	WATER		20,162.50
				TOTAL:	20,162.50
WV BUREAU OF PUBLIC HEALTH	C.COLE MULT CERT RNWLS	SEWER FUND	SEWER		125.00
				TOTAL:	125.00
WV DEPT OF TRANSPORTATION	RECORD REQUEST	SEWER FUND	SEWER		7.50
				TOTAL:	7.50
WV WATER DEVELOPMENT AUTHORITY	#2017-175 INFRSTRCTR FNDPR	SEWER FUND	NON-DEPARTMENTAL		932.79
				TOTAL:	932.79

========== FUND TOTALS ==========	
50 WATER FUND	134,829.69
60 SEWER FUND	127,945.62
GRAND TOTAL:	262,775.31

TOTAL PAGES: 6

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT		AMOUNT
				TOTAL:	2,883.75
OSCAR REYES	CELL REIMBURSEMENT	SEWER FUND	SEWER		150.00
				TOTAL:	150.00
ROSS H BARE	SVC CALL: PARK PS	SEWER FUND	SEWER		360.00
	SVC CALL: 5-1 PS	SEWER FUND	SEWER		840.00
	SVC CALL: 5-1 PS	SEWER FUND	SEWER		840.00
				TOTAL:	2,040.00
SHENANDOAH SALES & SERVICE, INC.	WATER VEHICLE SERVICE	WATER FUND	WATER		410.00
	WATER VEHICLE SERVICE	WATER FUND	WATER		186.99
	WATER VEHICLE SERVICE	WATER FUND	WATER		203.52
	WATER VEHICLE SERVICE	WATER FUND	WATER		149.71
	SEWER VEHICLE SERVICE	SEWER FUND	SEWER		746.00
				TOTAL:	1,696.22
LAW OFFICES OF HOY SHINGLETON, L.C.	GENERAL 6/14 - 6/22/22	WATER FUND	WATER		340.00
	CAVE RD 6/01 - 6/30/22	WATER FUND	WATER		3,529.05
	HUNTWELL 6/09 - 6/28/22	WATER FUND	WATER		646.68
	GENERAL 6/14 - 6/22/22	SEWER FUND	SEWER		1,938.00
	CAVE RD 6/01 - 6/30/22	SEWER FUND	SEWER		3,529.05
	HUNTWELL 6/09 - 6/28/22	SEWER FUND	SEWER		646.68
	SHEN JCT 6/17/22	SEWER FUND	SEWER		170.00
				TOTAL:	10,799.46
ROBBIE SHIPE	CELL REIMBURSEMENT	SEWER FUND	SEWER		150.00
				TOTAL:	150.00
APRIL SHULTZ	CELL REIMBURSEMENT	WATER FUND	WATER		75.00
	CELL REIMBURSEMENT	SEWER FUND	SEWER		75.00
				TOTAL:	150.00
DAVID STAUBS	CELL REIMBURSEMENT	SEWER FUND	SEWER		150.00
				TOTAL:	150.00
STEPTOE & JOHNSON PLLC	GENERAL EMPLOYER COUNSELIN	WATER FUND	WATER		967.50
	GENERAL ENVIRONMENTAL	SEWER FUND	SEWER		997.50
				TOTAL:	1,965.00
STH, INC.	11TH AVE PS LIFT OUT KIT	SEWER FUND	SEWER		734.00
				TOTAL:	734.00
ASHLEY STOTTLEMYER	CELL REIMBURSEMENT	WATER FUND	WATER		75.00
	CELL REIMBURSEMENT	SEWER FUND	SEWER		75.00
				TOTAL:	150.00
GERALD TAYLOR CO., INC.	PUMP / TRANSPORT	WATER FUND	WATER		815.92
	VAC / TRANSPORT	WATER FUND	WATER		779.52
	VAC / TRANSPORT	WATER FUND	WATER		794.45
	SUPERVAC	SEWER FUND	SEWER		2,372.16
	TRANSPORT	SEWER FUND	SEWER		1,015.74
	TRANSPORT	SEWER FUND	SEWER		554.40
	SUPERVAC	SEWER FUND	SEWER		2,363.76
	TRANSPORT	SEWER FUND	SEWER		1,098.90
				TOTAL:	9,794.85

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
MARYLAND TRANSPORTATION AUTHORITY	TOLL	SEWER FUND	SEWER	6.00
			TOTAL:	6.00
MCKINNEY'S AUTO REPAIR	WATER TRUCK	WATER FUND	WATER	90.24
			TOTAL:	90.24
METLIFE, INC	AD&D PAYABLE	WATER FUND	WATER	9.01
	LIFE PAYABLE	WATER FUND	WATER	43.57
	LTD PAYABLE	WATER FUND	WATER	284.41
	STD PAYABLE	WATER FUND	WATER	310.13
	AD&D PAYABLE	SEWER FUND	SEWER	10.21
	LIFE PAYABLE	SEWER FUND	SEWER	49.43
	LTD PAYABLE	SEWER FUND	SEWER	356.41
	STD PAYABLE	SEWER FUND	SEWER	359.02
			TOTAL:	1,422.19
DONALD MICKEY	6/30 MOWING SMMTPT & PLYGR	WATER FUND	WATER	137.50
	6/30 MOWING SMMTPT & PLYGR	SEWER FUND	SEWER	137.50
			TOTAL:	275.00
MT ELECTRONICS, INC	SWRCMRA UPGRADE & REPAIR	SEWER FUND	SEWER	6,510.00
			TOTAL:	6,510.00
THOMAS NALLS	JUNE TANK LOT RENT	WATER FUND	NON-DEPARTMENTAL	3,731.43
			TOTAL:	3,731.43
LOGICAL CONCEPTS, INC	FLNGSPRGS, GRNFLDSTH4-5,BU	SEWER FUND	SEWER	427.00
			TOTAL:	427.00
PACE ANALYTICAL SERVICES, LLC	TESTING: RCKWL M.WV0022349	SEWER FUND	SEWER	232.00
	TESTING: TUSC WKLY	SEWER FUND	SEWER	136.00
	TESTING: CT WKLY	SEWER FUND	SEWER	213.00
	TESTING: TUSC WKLY	SEWER FUND	SEWER	108.60
	TESTING: IND USRS QTR	SEWER FUND	SEWER	59.00
	TESTING: CT MNTHLY	SEWER FUND	SEWER	254.00
	TESTING: TUSC MNTHLY	SEWER FUND	SEWER	370.00
			TOTAL:	1,372.60
PETTY CASH @ 661 S GEORGE ST	PETTY CASH- MISC RECEIPTS	WATER FUND	WATER	1.08
	PETTY CASH- MISC RECEIPTS	WATER FUND	WATER	42.75
	PETTY CASH- MISC RECEIPTS	SEWER FUND	SEWER	1.08
	PETTY CASH- MISC RECEIPTS	SEWER FUND	SEWER	127.75
	PETTY CASH- MISC RECEIPTS	SEWER FUND	SEWER	26.33
			TOTAL:	198.99
POLY COATING SOLUTIONS LLC	MANHOLE REHAB	SEWER FUND	SEWER	7,380.00
			TOTAL:	7,380.00
PUBLIC SERVICE COMMISSION OF WV	INTRASTATE REVENUE ASSESME	WATER FUND	WATER	11,296.40
	INTRASTATE REVENUE ASSESME	SEWER FUND	SEWER	15,136.93
			TOTAL:	26,433.33
QUALITY FENCE & DECK CO	LINCOLN DR SWR LINE MAINTE	SEWER FUND	SEWER	1,500.00
			TOTAL:	1,500.00
CORPORATION OF RANSON	JUNE UT COLLECTIONS	WATER FUND	NON-DEPARTMENTAL	2,883.75

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
GUTTMAN ENERGY	W/E 6/26/22	WATER FUND	WATER	727.58
	W/E 7/03/22	WATER FUND	WATER	1,210.24
	W/E 7/10/22	WATER FUND	WATER	848.93
	W/E 6/26/22	SEWER FUND	SEWER	1,545.12
	W/E 6/26/22	SEWER FUND	SEWER	64.22
	W/E 7/03/22	SEWER FUND	SEWER	915.17
	W/E 7/10/22	SEWER FUND	SEWER	1,363.22
	W/E 7/10/22	SEWER FUND	SEWER	46.55
			TOTAL:	6,721.03
GWIN DOBSON & FOREMAN INC	WWTP UPGRADE	SEWER FUND	NON-DEPARTMENTAL	5,156.71
	IJDC FUNDING APPLICATION	SEWER FUND	NON-DEPARTMENTAL	2,539.55
	CAVE RD ASSESSMENT	SEWER FUND	SEWER	296.40
			TOTAL:	7,992.66
GREEN HORIZONS TURF FARMS LLC	METER INSTALL @RACETRACK H	WATER FUND	WATER	3,410.00
			TOTAL:	3,410.00
HACH COMPANY	PHENOLREDINDSOLN, CHEMKEY	WATER FUND	WATER	167.64
			TOTAL:	167.64
HEISTON SUPPLY, INC.	WIRE MESH	WATER FUND	WATER	606.95
			TOTAL:	606.95
INTELLIPOINT TECHNOLOGIES, LLC	IT-REGULAR-REMOTE	WATER FUND	WATER	150.00
			TOTAL:	150.00
PROTOUCH COMMUNICATIONS, LLC	JUN SVCS: AFTER-HRS EMERGE	WATER FUND	WATER	91.95
	JUN SVCS: AFTER-HRS EMERGE	SEWER FUND	SEWER	91.95
			TOTAL:	183.90
INWOOD QUARRY, INC.	C1 PICKUPS: 6/21/22	WATER FUND	WATER	325.73
	I10 & C1 PICKUPS: 6/27/22	WATER FUND	WATER	710.73
			TOTAL:	1,036.46
IRON MOUNTAIN, INC	SHREDDING, STORAGE	WATER FUND	WATER	256.96
	SHREDDING, STORAGE	SEWER FUND	SEWER	256.96
			TOTAL:	513.92
JEFFERSON RENTALS	GRAPPLE ROOT RATE BUCKET	WATER FUND	WATER	452.18
			TOTAL:	452.18
KABLE EXCAVATING, LLC	EQUIPMENT HAULING	SEWER FUND	SEWER	660.00
			TOTAL:	660.00
KM ELECTRICAL SOLUTIONS LLC	TWWTP 6/07, 6/08, 6/24/22	SEWER FUND	SEWER	1,500.00
			TOTAL:	1,500.00
TRAVIS MARKLEY	CELL REIMBURSEMENT	WATER FUND	WATER	75.00
	CELL REIMBURSEMENT	SEWER FUND	SEWER	75.00
			TOTAL:	150.00
DAVID MARTIN	CELL REIMBURSEMENT	WATER FUND	WATER	75.00
	CELL REIMBURSEMENT	SEWER FUND	SEWER	75.00
			TOTAL:	150.00

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT		AMOUNT
	T444-777NL2TPJ,C84-33NL3/4	WATER FUND	WATER		1,174.34
	UFR1390-C-6UBLLHRNSSC900 6	WATER FUND	WATER		98.02
	TGR TH BLD, PRM APB PRM BL	WATER FUND	WATER		265.38
	CB-4.215RM6-12"X4"SWRSDDLS	SEWER FUND	SEWER		281.88
	MX4CLY/DI/AC/CI/PL CPLG	SEWER FUND	SEWER		2,636.10
	TGR TH BLD, PRM APB PRM BL	SEWER FUND	SEWER		265.39
				TOTAL:	4,829.07
COYNE CHEMICAL	AMMONIUMSULFATE40%NSF,CP-8	WATER FUND	WATER		3,946.81
				TOTAL:	3,946.81
D.R. HORTON, INC.	SEWER UPSIZING PER AMEA	SEWER FUND	NON-DEPARTMENTAL		7,500.00
				TOTAL:	7,500.00
DELL MARKETING L.P.	OPTIPLEX 5000SM FRM FCTR	WATER FUND	WATER		2,650.50
				TOTAL:	2,650.50
DENNIS SALES & SERVICE, INC	BIANNUAL SVC CHLORINE EQUI	WATER FUND	WATER		1,333.26
				TOTAL:	1,333.26
DEPT OF ENVIRONMENTAL PROTECTION	WATER TREATMENT PLANT	WATER FUND	WATER		200.00
	RAW WATER INTAKE	WATER FUND	WATER		200.00
	TUSCAWILLA PLANT	SEWER FUND	SEWER		200.00
	WASTEWATER PLANT	SEWER FUND	SEWER		200.00
	WAR ADMIRAL PUMP STATION	SEWER FUND	SEWER		200.00
	NORTHPORT PUMP STATION	SEWER FUND	SEWER		200.00
				TOTAL:	1,200.00
WV DEPT OF HEALTH & HUMAN SERVICES	BACERIOLOGICAL TEST	WATER FUND	WATER		140.00
	BACTERIOLOGICAL TEST	WATER FUND	WATER		100.00
				TOTAL:	240.00
FIDELITY ENGINEERING LLC	HUNTFIELD PS REPAIR	SEWER FUND	SEWER		5,729.00
				TOTAL:	5,729.00
FIFTH THIRD BANK	PCARD 4726	WATER FUND	WATER		736.84
	PCARD 4726	WATER FUND	WATER		245.56
	PCARD 4726	WATER FUND	WATER		1,663.27
	PCARD 4726	WATER FUND	WATER		157.91
	PCARD 4726	WATER FUND	WATER		909.36
	PCARD 4726	WATER FUND	WATER		4,528.00
	PCARD 4726	WATER FUND	WATER		60.99
	PCARD 4726	WATER FUND	WATER		519.96
	PCARD 4726	SEWER FUND	NON-DEPARTMENTAL		7,177.99
	PCARD 4726	SEWER FUND	SEWER		853.29
	PCARD 4726	SEWER FUND	SEWER		1,355.66
	PCARD 4726	SEWER FUND	SEWER		567.17
	PCARD 4726	SEWER FUND	SEWER		250.64
	PCARD 4726	SEWER FUND	SEWER		249.00
	PCARD 4726	SEWER FUND	SEWER		167.44
	PCARD 4726	SEWER FUND	SEWER		747.08
				TOTAL:	20,190.16
FRONTIER COMMUNICATIONS	304-876-9970-121914-4	WATER FUND	WATER		99.15
	304-876-2120-111514-4	WATER FUND	WATER		99.15
				TOTAL:	198.30

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT		AMOUNT
ALEXANDER ENTERPRISES LLC	MISC REPAIRS & PATCHES	WATER FUND	WATER		1,705.00
	MISC REPAIRS & PATCHES	SEWER FUND	SEWER		840.00
	MISC REPAIRS & PATCHES	SEWER FUND	SEWER		2,105.00
				TOTAL:	4,650.00
IRVIN DUANE SHUTLER	MAIN 2 LEAKS DETECTION	WATER FUND	WATER		625.00
				TOTAL:	625.00
AMERIGAS	PROPANE: GLEN HAVEN	WATER FUND	WATER		326.80
	TANK RENTAL: JOB CORPS	SEWER FUND	SEWER		133.29
				TOTAL:	460.09
APPARATAUS REPAIR & ENGINEERING, INC	RPR BRNGBLL @ RVR INTK	WATER FUND	WATER		11,930.76
	RVRINTK CKD EXHSTFN, BLTND	WATER FUND	WATER		382.10
				TOTAL:	12,312.86
BIEDLER'S ELECTRIC MOTOR REPAIR, INC.	LIME FEED @ CTWWTP	SEWER FUND	SEWER		395.94
	DEERFIELD PUMPS	SEWER FUND	SEWER		4,797.00
				TOTAL:	5,192.94
JP & RF BURNS PARTNERSHIP	JUNE LOADS - 49	SEWER FUND	SEWER		8,771.00
				TOTAL:	8,771.00
BRODY CARPER	CELL REIMBURSEMENT	SEWER FUND	SEWER		150.00
				TOTAL:	150.00
CITY ELECTRIC SUPPLY CO	FIRESCREENS @ TWWTP	SEWER FUND	SEWER		32.31
				TOTAL:	32.31
CITY NATIONAL BANK	LOCKBOX SVCS: JUNE	WATER FUND	WATER		1,681.59
	LOCKBOX SVCS: JUNE	WATER FUND	WATER		724.68
	LOCKBOX SVCS: JUNE	SEWER FUND	SEWER		1,681.58
	LOCKBOX SVCS: JUNE	SEWER FUND	SEWER		724.68
				TOTAL:	4,812.53
CITY OF CHARLES TOWN	UB COLLECTIONS JUNE	WATER FUND	NON-DEPARTMENTAL		16,078.39
	2/10/22 WINDOW CLEANING@ 6	WATER FUND	WATER		20.00
	JULY RENT@ 661 S GEORGE ST	WATER FUND	WATER		1,275.00
	MAY UTILITIES@ 661 S GEORG	WATER FUND	WATER		426.53
	2/10/22 WINDOW CLEANING@ 6	SEWER FUND	SEWER		20.00
	JULY RENT@ 661 S GEORGE ST	SEWER FUND	SEWER		1,275.00
	MAY UTILITIES@ 661 S GEORG	SEWER FUND	SEWER		426.53
				TOTAL:	19,521.45
CLIFFS CLEANING SERVICE	JUNE CLEANING	WATER FUND	WATER		125.00
	JUNE CLEANING	WATER FUND	WATER		365.00
	JUNE CLEANING	SEWER FUND	SEWER		200.00
	JUNE CLEANING	SEWER FUND	SEWER		100.00
	JUNE CLEANING	SEWER FUND	SEWER		365.00
				TOTAL:	1,155.00
COMCAST BUSINESS	8299 31 008 0138502	WATER FUND	WATER		180.69
	8299 31 008 0138502	SEWER FUND	SEWER		180.69
				TOTAL:	361.38
CORE & MAIN	2X1BRSSBRSHNG,1-1/2X3/4BRS	WATER FUND	WATER		107.96