CHARLES TOWN UTILITY BOARD
AGENDA

THURSDAY, AUGUST 25, 2022

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

CALL TO ORDER

1. **APPROVAL OF MINUTES**
   a. Approval of August 10, 2022 Regular Meeting Minutes
   UB Minutes 08.10.22.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/83476807782?pwd=SU81NUdxS3REc0prZkVJSmkxd0lzUT09

   Meeting ID: 834 7680 7782
   Passcode: 104099
   +1 301 715 8592 US

3. **UNFINISHED BUSINESS**
   a. PSC Case 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
   iii. WV PSC Case No. 22-0370-S-PC-PW Cave Road Utilities, LLC/Jefferson Utilities, Inc. Transfer of Sewer Utility
   vi. WV PSC Case No. 22-0369-W-PC-PW Cave Road Utilities, LLC/Jefferson Utilities, Inc. Transfer of Water Utility

4. **NEW BUSINESS**
   a. Eastcom Leak Detection Equipment Purchase
      Utility Locator.pdf
   b. 2022 Renewal and Replacement Project
   i. Notice of Award to Alvarez Contractors, Inc.
      Notice of Award.pdf
   ii. Agreement between Owner and Contractor for Construction Contract
      Agreement.pdf
   iii. Notice to Proceed - To commence on September 8, 2022 (Contingent upon Bond closing on September 7, 2022 and upon receipt of Payment and Performance Bond and Certificate of Insurance)
      Notice to Proceed.pdf

5. **MANAGER REPORTS**
   a. Utility Manager Report
      Revenue & Expense June - Preliminary Draft.pdf
      Revenue & Expense July.pdf
      Public Hearing - Joint Motion 8-19-22.pdf
      Public Hearing Notice 8-17-22.pdf
   b. Chairman Report

6. **APPROVAL OF BILLS**
   a. August 24, 2022
      Board Report 8.25.22.pdf

7. **INFORMATION ONLY**
   a. Next Meeting - September 14, 2022 at 4:00 P.M.

8. **ADJOURNMENT**

August 10, 2022

The Charles Town Utility Board held a special meeting on August 10, 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 July 29, 2022 regular meeting minutes. Jacquelyn suggested changes. Motion by Jeff, second by Duke, the Board unanimously approved the minutes as amended. The Board received no public comments.

Next, the Board discussed the Notice of Intent to Award for the Renewal and Replacement Project. Kristen provided that Gwin Dobson & Foreman authorized the issuance of a Notice of Intent to Award to Alvarez Contractors, Inc. for the Renewal and Replacement Project. The bid hold date is still set for September 8th with the Supplemental Parameters Resolution being presented to City Council at the August 15th meeting. Kristen also mentioned that CTUB received a grant for the project in the amount of $1,966,030.00. The Board provided discussions. Jacquelyn requested the revised Schedule B be made available to the public.

The Board next discussed Region 9 and Jefferson County Parks and Recreation Request. Kristen introduced Rachel Snavely and Jennifer O'Brien from Region 9 and Jennifer Myers from Jefferson County Parks and Recreation. Region 9 is assisting Jefferson County Parks and Recreation with obtaining a grant for a sewer line extension for additions at the Sam Michaels Park amphitheater and pursuing a project through IJDC. Rachel mentioned the sewer line would be owned by CTUB, so CTUB would need to agree to be the applicant for the project. The Board held discussions and requested further engineering information prior to making a decision. Motion by Duke, second by Jeff, the Board unanimously approved the tabling of this item until further information is available.

Next, motion by Duke, second by Jeff, the Board unanimously approved convening into Executive Session at 4:32 P.M. to discuss the following items:

- PSC Case 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.
    - WV PSC Case No. 21-0260-S-DU Shenandoah Junction Public Sewer
    - WV PSC Case No. 21-0818-S-DU Cave Road Utilities, LLC
    - WV PSC Case No. 22-0370-S-PC-PW Cave Road Utilities, LLC/Jefferson Utilities, Inc. Transfer of Sewer Utility
    - WV PSC Case No. 22-0369-W-PC-PW Cave Road Utilities, LLC/Jefferson Utilities, Inc. Transfer of Water Utility

The Board declared executive session over at 5:18 P.M. Motion by Duke, second by Tommy, the Board unanimously approved to request support from the Charles Town City Council in the endeavor in purchasing Cave Road Utilities, LLC and Shenandoah Junction Public Sewer.

The Utility Manager Report was next addressed. Kristen briefed the Board on this month's sewer and water efforts including her attendance at the WV Rural Water Conference next week, ongoing hydrant flushing and the chlorine burn for August 15-18. She also mentioned the Supplemental Parameters Resolution will be presented at the August 15th City Council meeting to formally approve the Renewal and Replacement project for a $7.4 million bond. Her and the Chairman will also be attending the Jefferson County Commission meeting on August 11th to provide a presentation on the CTUB ARPA grant request.

Kristen informed the Board the new City Manager will be in attendance at the next Board meeting, but the current Chairman will be out of town so suggested moving the meeting to August 25th. Motion by Duke, second by Jeff, the Board unanimously approved moving the August 24th meeting to August 25th at 4:00 P.M. The Chairman provided this is his last meeting as Chairman as the new City Manager will attend the next meeting. The Board provided discussions.

The Board next discussed the Approval of Bills. Motion by Tommy, second by Duke with discussion from the Board, the Board unanimously approved the payment of the bills. With no objections, the Board adjourned the meeting at 5:28 P.M. The August 25th special meeting will be held beginning at 4:00 P.M.

_____ _____

Chairman Secretary

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

QUOTATION

Quote # CT07212022WV_LMX
Date: 7/21/2022

Company: Charles Town Utilities
661 South George St
Charles Town, WV 254145

Attn: Mike Weaver
Phone: (304) 279-0349
Email: razor78.mw@gmail.com







Qty	Part No.	Description	Item Price	Amount
1	100-10-0150	Sensors & Software LMX100	$16,040.00	$ 16,040.00
		Includes: *- 250MHz Ultra Wide Band Antenna* *- 8" High Resolution, Touch Screen Display* *- 12V Battery and Battery Box* *- Rugged, Lightweight, Rough Terrain Cart w/12" Wheels* *- Screen Capture and GPS Data Collection* *- DynaQ - Spatial Filtering Software*		
1	500-80-0022	*Sensors & Software Online GPR Training Course Coupon (SensoftU)*	INCLUDED	INCLUDED
		Estimated Shipping Charges		$250.00
		On-Site Equipment Training		INCLUDED
1	*DLD*	Complete DLD Digital Water Leak Detector	$3,195.00	$3,195.00
1	10/HYDRANT-US	RD500 Hydrant Adaptor Kit	$310.00	$310.00
1	10/5R009	Hard Carry Case	$286.00	$286.00
1	10/5T036	RD500 High Power Pulse Transmitter	$1,110.00	$1,110.00
1	10/WASTE-US	Waste Hose	$99.00	$99.00
		Estimated Shipping Charges		$ 60.00
			Quote Total	**$ 21,350.00**

(*) Stand Alone External Equipment - does not integrate data with LMX100

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: *1 - 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: **Jeremy Summerville**
CC:

DRAFT CAPITAL IMPROVEMENT PLAN 2023 - AUGUST 19, 2022

CTUB CAPITAL IMPROVEMENT PLAN 2023 (SEWER): SUMMARY OF INTERNAL SOURCES AND USES

Source	FY 2022 Ending Cash Balance			Notes and Explanations
INTERNAL FUNDING SOURCES:	OPERATING FUND (O&M, Capital, & Debt Service)	RENEWAL & REPLACEMENT FUND	CAPACITY IMPROVEMENT FUND	
	$ 2,351,980	$ 704,766	$ 3,735,204	Balance at year-end does not reflect changes in FY 2023.
Total Fund Balances as of 6/30/2022	$ 2,351,980	$ 704,766	$ 3,735,204	

Use	FY 2023 Proposed Capital Improvement Expenditures			Notes and Explanations
Motorized Camera	$ 80,940			Invest in a motorized camera to assist with assessment of sewer lines and mains. To be funded by Operating Fund.
Vehicles/Transportation				
Capital Improvement Projects				
Renewal and Replacement Project	$ 600,000	$ 500,000	$ 1,170,163	Internal funding of the Renewal and Replacement project at the main Wastewater Treatment Plant. (Does not include the $455,536.47 previously used from Operating)
Collection System Project	$ 501,945	$ -	$ 1,300,000	Internal funding of the Collection System Project. (Does not include the $501,945.22 previously used from Operating)
Total Equipment and Capital Project Expenses	**$ 1,182,885**	**$ 500,000**	**$ 2,470,163**	
Estimated Year End Balance	**$ 1,169,095**	**$ 204,766**	**$ 1,265,041**	The balance for each year is maintained in the Operating Account and used to fund other or future CTUB priorities.

CTUB CAPITAL IMPROVEMENT PLAN 2023 (WATER): SUMMARY OF INTERNAL SOURCES AND USES

Source	FY 2022 Ending Cash Balance			Notes and Explanations
INTERNAL FUNDING SOURCES:	OPERATING FUND (O&M, Capital, & Debt Service)	RENEWAL & REPLACEMENT FUND	CAPACITY IMPROVEMENT FUND	
	$ 635,064	$ 777,187	$ 298,319	Balance at year-end does not reflect changes in FY 2023.
Total Fund Balances as of 6/30/2022	$ 635,064	$ 777,187	$ 298,319	

Use	FY 2023 Proposed Capital Improvement Expenditures			Notes and Explanations
Vehicles/Transportation		$ 105,000		Replace two (2) Water Maintenance vehicles (schedule 7.5 years or 150k miles).
Equipment		$ 21,350		
Capital Improvement Projects				
Meter Replacement		$ 150,000	$ -	
Lead & Copper Assessment	$ 125,000	$ -	$ -	
Total Equipment and Capital Project Expenses	**$ 125,000**	**$ 276,350**	**$ -**	
Estimated Year End Balance	**$ 510,064**	**$ 500,837**	**$ 298,319**	The balance for each year is maintained in the Operating Account and used to fund other or future CTUB priorities.

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

NOTICE OF AWARD

Date of Issuance:	September 19, 2022		
Owner:	Charles Town Utility Board	Owner's Contract No.:	1
Engineer:	Gwin, Dobson & Foreman, Inc.	Engineer's Project No.:	20045
Project:	Charles Town Wastewater Treatment Plant Improvements Project	Contract Name:	N/A
Bidder:	Alvarez Contractors, Inc.		
Bidder's Address:	3436 Patterson Mountain Road, Springdale, WV 25986		

TO BIDDER:

You are notified that Owner has accepted your Bid dated [June 10, 2022] for the above Contract, and that you are the Successful Bidder and are awarded a Contract for: Total Base Bid Price and Add Bid Alternates C and D.

The Contract Price of the awarded Contract is: $ 10,151,000

[6] unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

☒ a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner [6] counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security *[e.g., performance and payment bonds]* and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

The Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner**:**

Authorized Signature

By:
Title:

Copy: Owner
Engineer
Contractor

AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between Charles Town Utility Board ("Owner") and Alvarez Contractors, Inc. ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Charles Town Wastewater Treatment Plant Improvements Project.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: The project consists of the replacement of the mechanical bar screen, grit removal system, UV system, SBR control system, SCADA system and Belt Filter Press. The project also includes construction of two new buildings to house the electrical equipment and new centrifuge. The Contractor shall be responsible for all piping and other appurtenances relating to these improvements.

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by Gwin, Dobson & Foreman, Inc.

3.02 The Owner has retained Gwin, Dobson & Foreman, Inc. ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

A. The Work will be substantially completed within **630 days** after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **720 days** after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

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1. Substantial Completion: Contractor shall pay Owner $2,000 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.

2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner $2,000 for each day that expires after such time until the Work is completed and ready for final payment.

3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

A. For all Work other than Unit Price Work, a lump sum of: $10,151,000.00 (Includes Add Alternates A & B).

All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 30th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

a. 90 percent of Work completed (with the balance being retainage); and

b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion of the entire construction to be provided under the Contract Documents, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts set off by Owner pursuant to

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Paragraph 15.01.E of the General Conditions, and less 150 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

7.01 All amounts not paid when due shall bear interest at the rate of 3 percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

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I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement.
2. Performance bond.
3. Payment bond.
4. Other bonds.
   a. Bid Bond.
5. General Conditions.
6. Supplementary Conditions.
7. Specifications as listed in the table of contents of the Project Manual.
8. Addenda (numbers 1 to 2, inclusive).
9. Exhibits to this Agreement (enumerated as follows):
   a. Contractor's Bid.
   b. Documentation submitted by Contractor prior to Notice of Award.
   c. Completed Contractor's Experience, Equipment and Financial Statement.
10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    a. Notice to Proceed.
    b. Work Change Directives.
    c. Change Orders.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

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10.02 *Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

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IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____, 2022 (which is the Effective Date of the Contract).

OWNER: CHARLES TOWN UTILITY BOARD	CONTRACTOR: ALVAREZ CONTRACTORS, INC.
_____	_____
By: _____	By: Gary Walker
Title: _____	Title: Vice President
	(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)
Attest: _____	Attest: Katie Alvarez
Title: _____	Title: SECRETARY/TREASURER
Address for giving notices:	Address for giving notices:
661 South George Street #101	3436 Patterson Mountain Road
Charles Town, WV 25414	Springdale, WV 25986
_____	_____
	License No.: WV 000556 *(where applicable)*
(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)	*NOTE TO USER: Use in those states or other jurisdictions where applicable or required.*

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SECTION 00620
HOLD HARMLESS AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that Alvarez Contractors, Inc. hereinafter called Contractor, has entered or will enter into an Agreement with Charles Town Utility Board, hereinafter called the Owner for Construction of Charles Town Wastewater Treatment Plant Improvements Project.

NOW, THEREFORE, in consideration of the award of said Contract to the Contractor, as well as other good and valuable consideration, Contractor, intending to be legally bound hereby, agrees to indemnify and save harmless the Owner and the Engineer, Gwin, Dobson & Foreman, Inc. from and against all claims, damages, losses and expenses (including attorney's fees) arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury or destruction of property (real or personal) including loss of use resulting therefrom and (b) is also caused in whole or in part by any act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed or controlled by any one of them regardless of whether or not said claim, damage, loss or expense is caused in part by any of the named parties above.

In any and all claims against any of the named parties above, or any of their agents or employees by any employee of the Contractor or any subcontractor or anyone directly or indirectly employed by any of them or any one for whose acts any one or more of them may be liable, the indemnification obligation of the Contractor hereunder shall not be limited in any way by any limits on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under the Workmen's Compensation Act, or any disability benefit acts or any other employee benefit act of West Virginia or any other state.

Contractor: Alvarez Contractors, Inc.

By: Gary Walker

Attest:

Katie Alvarez

By Gary Walker, VP

KATIE ALVAREZ, SECRETARY/TREAS.

Date 8-19-2022

SEAL

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

PERFORMANCE BOND

CONTRACTOR *(name and address)*:

Alvarez Contractors, Inc.
P.O. Box 94, 3436 Patterson Mtn. Road
Spring Dale, WV 25414

SURETY *(name and address of principal place of business)*:
Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

OWNER *(name and address)*: Charles Town Utility Board
661 South George Street #101
Charles Town, WV 25414

CONSTRUCTION CONTRACT
Effective Date of the Agreement:
Amount: $10,151,000.00
Description *(name and location)*: Charles Town Wastewater Treatment Plant Improvements, Jefferson County, WV

BOND
Bond Number: 014224066
Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:
Amount: $10,151,000.00
Modifications to this Bond Form: ☐ None ☒ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Alvarez Contractors, Inc. *(seal)*
Contractor's Name and Corporate Seal

By: Gary Walker
Signature

Gary Walker, VP
Print Name

CTUB Chairman
Title

Attest: Katie Arra
Signature

SECRETARY / TREASURER
Title

SURETY

Liberty Mutual Insurance Company *(seal)*
Surety's Name and Corporate Seal

By: Andrew K Teeter
Signature *(attach power of attorney)*

Andrew K. Teeter, Licensed WV Resident Agent
Print Name

Attorney-In-Fact
Title

Attest: Tammy S Selbe
Signature

Tammy S. Selbe, Witness to Surety
Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

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1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference, for a period of two (2) years.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

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9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows: **Performance Bond, including an extended warranty and maintenance period provision, shall remain in effect until two (2) years after the date when final payment becomes due or until completion of the correction period, whichever is later.**

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This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8204901-014055**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Andrew K.Teeter; Douglas P. Taylor; Jaime L. Carpenter; Jessica J. Bentley; Kimberly L. Miles; Tammy S. Selbe

all of the city of Charleston state of WV each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 23rd day of February , 2021 .

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 23rd day of February , 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of _____, _____.

By: _____
Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co 02/21

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

PAYMENT BOND

CONTRACTOR *(name and address)*:

Alvarez Contractors, Inc.
P.O. Box 94, 3436 Patterson Mtn. Road
Spring Dale, WV 25414

SURETY *(name and address of principal place of business)*:

Liberty Mtual Insurance Company
175 Berkeley Street
Boston, MA 02116

OWNER *(name and address)*:

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

CONSTRUCTION CONTRACT

Effective Date of the Agreement:
Amount: $10,151,000.00
Description *(name and location)*: Charles Town Wastewater Treatment Plant Improvements, Jefferson County, WV

BOND

Bond Number: 014224066
Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:
Amount: $10,151,000.00
Modifications to this Bond Form: ☒ None ☐ See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Alvarez Contractors, Inc. *(seal)*
Contractor's Name and Corporate Seal

By: Gary Walker
Signature

Gary Walker, VP
Print Name

CTUB Chairman

Attest: Katie Allen
Signature

SECRETARY / TREASURER
Title

SURETY

Liberty Mutual Insurance Company *(seal)*
Surety's Name and Corporate Seal

By: Andrew K Teeter
Signature *(attach power of attorney)*

Andrew K. Teeter, Licensed WV Resident Agent
Print Name

Attorney-In-Fact
Title

Attest: Tammy S Selbe
Signature

Tammy S. Selbe, Witness to Surety
Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

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1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.

4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.

5. The Surety's obligations to a Claimant under this Bond shall arise after the following:

   5.1 Claimants who do not have a direct contract with the Contractor,

      5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

      5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).

   5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).

6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.

7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

   7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

   7.2 Pay or arrange for payment of any undisputed amounts.

   7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.

11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the

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Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. **Definitions**

16.1 **Claim:** A written statement by the Claimant including at a minimum:

1. The name of the Claimant;
2. The name of the person for whom the labor was done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
4. A brief description of the labor, materials, or equipment furnished;
5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. Modifications to this Bond are as follows:

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This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8204901-014055

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Andrew K.Teeter; Douglas P. Taylor; Jaime L. Carpenter; Jessica J. Bentley; Kimberly L. Miles; Tammy S. Selbe

all of the city of Charleston state of WV each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 23rd day of February , 2021 .

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 23rd day of February , 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of _____, _____.

By: _____
Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co 02/21

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

Client#: 1113562 ALVARCON2

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/17/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Kim Pearrell
USI Ins Svcs C/L Charleston 1 Hillcrest Drive East Charleston, WV 25311 304 347-0611	PHONE (A/C, No, Ext): 304-381-314 FAX (A/C, No): E-MAIL ADDRESS: kim.pearrell@usi.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Alvarez Contractors, Inc. P.O. Box 555 Oakland, MD 21550	INSURER A : Westfield Insurance Company	24112
	INSURER B : NorthStone Insurance Company	13045
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			CWP1588222	05/31/2022	05/31/2023	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$500,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			CWP1588222	05/31/2022	05/31/2023	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
	X Drive Oth Car							$
A	X UMBRELLA LIAB X OCCUR			CWP1588222	05/31/2022	05/31/2023	EACH OCCURRENCE	$5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$5,000,000
	DED X RETENTION $0							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			WCN6006778	05/31/2022	05/31/2023	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / N/A						E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Charles Town Utility Board and Gwin, Dodson & Forman, Inc. are listed as additional insured as required by written contract in regards to the following project: Charles Town Wastewater Treatment Plant Improvements, Jefferson County, WV. Builders Risk coverage will be provided upon receipt of contract date.

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

James P. Crouse

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NOTICE TO PROCEED

Owner:	Charles Town Utility Board	Owner's Contract No.:	1
Contractor:	Alvarez Contractors, Inc.	Contractor's Project No.:	N/A
Engineer:	Gwin, Dobson & Foreman, Inc.	Engineer's Project No.:	20045
Project:	Charles Town Wastewater Treatment Plant Improvements Project	Contract Name:	N/A
		Effective Date of Contract:	October 3, 2022

TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on **October 3, 2022**.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement, the date of Substantial Completion is **June 24, 2024 (630 Days)**, and the date of readiness for final payment is **September 22, 2024 (720 Days)**.

Before starting any Work at the Site, Contractor must comply with the following:

- Provide a Preconstruction Video
- Provide a Construction Schedule
- Provide a Schedule of Values

Owner**:** Charles Town Utility Board

Authorized Signature

By:
Title:

Copy: Owner
Engineer
Contractor

Charles Town Water Department
Revenue & Expense Summary
6/30/2022
Preliminary Draft

Annual Budget		Y-T-D Budget	Y-T-D Actual	Difference
	REVENUES			
2,650,000	Metered Sales - Residential	2,650,000	2,552,400	(97,600)
1,330,000	Metered Sales - Commercial	1,330,000	1,287,225	(42,775)
105,000	Metered Sales - Glen Haven/Cavaland	105,000	95,952	(9,048)
20,000	Sale for Resale - Bulk Water	20,000	17,964	(2,036)
80,000	Forfieted Discounts	80,000	68,449	(11,551)
25,000	Misc. Service Rev - Reconnection / Tap Fees	25,000	31,200	6,200
525,000	Tank Lot Rental Income	525,000	523,603	(1,397)
8,000	Interest Income	8,000	5,009	(2,991)
2,000	Sinking Fund Income	2,000	469	(1,531)
75,000	Miscellaneous Income	75,000	71,609	(3,391)
0	Grant Revenue - OEHS SWAP EWM	-	46,765	46,765
0	CIF & CAC Revenue	-	886,136	886,136
0	Checking Acct @ 6/30/21	-	551,603	551,603
4,820,000	**TOTAL REVENUES**	4,820,000	6,138,385	1,318,385
	EXPENSES			
15,000	Supplies & Expense	15,000	17,680	2,680
20,000	Maint of Water Source	20,000	18,781	(1,219)
340,000	Operation Labor - WTP	340,000	330,783	(9,217)
125,000	Power & Fuel - WTP	125,000	119,074	(5,926)
6,000	Power & Fuel - WTP GH/CAV	6,000	6,462	462
130,000	Chemicals	130,000	142,717	12,717
45,000	Testing	45,000	33,215	(11,785)
20,000	Supplies & Expense - WTP	20,000	13,401	(6,599)
10,000	Supplies & Expense - GH/CAV	10,000	3,097	(6,903)
100,000	Maint Water Treatment Plant	100,000	106,636	6,636
10,000	Maint of Water Plant - GH/CAV	10,000	5,640	(4,360)
445,000	Maintenance Labor	445,000	433,575	(11,425)
20,000	Supplies & Expense - Maint	20,000	15,730	(4,270)
82,000	Maint Dist Reservior & Standpipes	82,000	107,240	25,240
150,000	Maint of Mains	150,000	99,659	(50,341)
200,000	Maint of Services	200,000	142,338	(57,662)
175,000	Maint of Meters	175,000	136,320	(38,680)
20,000	Maint of Hydrants	20,000	4,703	(15,297)
160,000	Accounting & Collecting Labor	160,000	154,591	(5,409)
25,000	Supplies & Expense - Acct & Collect	25,000	12,772	(12,228)
15,000	Bad Debt Expense	15,000	9,395	(5,605)
120,000	Admin & General Salaries	120,000	113,679	(6,321)
160,000	Employee Insurance & Benefits	160,000	151,137	(8,863)
107,000	Employee Pension Expense	107,000	98,635	(8,365)
82,000	Payroll Taxes - FICA Tax Expense	82,000	79,894	(2,106)

Charles Town Water Department
Revenue & Expense Summary
6/30/2022
Preliminary Draft

24,000	OPEB (other post empl benefits)	24,000	15,818	(8,182)
114,000	Office Supplies & Other Expense	114,000	114,253	253
15,000	Maintenance of General Property	15,000	14,879	(121)
80,000	Contractual Services - Engineering	80,000	77,027	(2,973)
20,000	Contractual Services - Accounting	20,000	19,341	(659)
15,000	Contractual Services - Legal	15,000	10,066	(4,934)
65,000	Contractual Services - Other	65,000	61,468	(3,532)
45,000	Transportation Expense	45,000	50,712	5,712
80,000	Property Insurance	80,000	74,393	(5,607)
35,000	Injuries & Damages	35,000	33,072	(1,928)
20,000	Regulatory Commission Expense	20,000	15,086	(4,914)
6,000	Bond Administration Fees	6,000	5,119	(881)
10,000	Misc General Expense	10,000	9,567	(433)
1,180,000	Depreciation Expense	1,180,000	1,180,000	-
445,000	Interest on Long Term debt	445,000	445,578	578
0	Interest Expense - Security Deposits	-	233	233
78,000	Amortization	78,000	81,985	3,985
0	Bond Issuance Costs	-	139,733	139,733
4,814,000	**TOTAL EXPENSES**	4,814,000	4,705,484	(108,516)

6,000	Excess (Deficit)	6,000	1,432,901	
	Reconciliation to Cash:			
	Cash Balance @ 6/30/21		551,603	
	Disbursements To Date		(5,384,981)	
	Expenses		4,705,484	
	Deposits To Date		5,468,440	
	Revenues		(6,138,385)	
	CASH BALANCE @ 6/30/2022		635,062	
			635,062	Water Operating
			(0)	
	Water Capacity Improvement Fees		2,687,664	
	Water Renewal & Replacement		777,187	
	Water Working Capital Fund		383,259	

Charles Town Sewer Department
Revenue & Expense Summary
6/30/2022
Preliminary Draft

Annual Budget		Y-T-D Budget	Y-T-D Actual	Difference
	REVENUES			
2,340,000	CTUB Service Revenue	2,340,000	2,322,727	(17,273)
1,390,000	Sewer Service Revenue - Ranson	1,390,000	1,375,055	(14,945)
2,460,000	Sewer Service Revenue - JCPSD	2,460,000	2,442,537	(17,463)
40,000	Customer Forfieted Discounts	40,000	37,066	(2,934)
27,000	Customer Forfieted Discounts- RA	27,000	22,352	(4,648)
50,000	Customer Forfieted Discounts- PSD	50,000	39,825	(10,175)
42,000	Misc. Sewer Revenues	42,000	21,804	(20,196)
0	CIF & CAC Revenues	0	1,400,004	1,400,004
8,000	Interest Income	8,000	7,283	(717)
3,000	Sinking Fund Income	3,000	728	(2,272)
0	Checking Acct @ 6/30/21	0	2,046,245	2,046,245
6,360,000	**TOTAL REVENUES**	6,360,000	9,715,626	3,355,626
	EXPENSES			
20,000	Supplies & Expense	20,000	12,379	(7,621)
50,000	Maint of Service Connections	50,000	48,744	(1,256)
300,000	Maint of Collecting & Trans. Mains	300,000	164,145	(135,855)
355,000	Operation Labor	355,000	306,999	(48,001)
135,000	Power & Fuel	135,000	111,591	(23,409)
25,000	Supplies & Expense	25,000	16,530	(8,470)
250,000	Maint of Pump Stations	250,000	191,129	(58,871)
242,000	Operation Labor	242,000	232,759	(9,241)
130,000	Power - CT Plant	130,000	126,830	(3,170)
75,000	Power - TUI	75,000	79,684	4,684
10,000	Power - Deerfield	10,000	7,178	(2,822)
155,000	Chemical Expense - CT	155,000	156,784	1,784
20,000	Chemical Expense - TUI	20,000	17,927	(2,073)
35,000	Testing - CT	35,000	26,431	(8,569)
7,000	Testing - TUI	7,000	6,191	(809)
102,000	Supplies & Expense	102,000	97,379	(4,621)
120,000	Maint. Burns Farm	120,000	74,744	(45,256)
240,000	Maint. Treatment Plant - CT	240,000	118,213	(121,787)
80,000	Maint. Treatment Plant - TUI	80,000	70,802	(9,198)
15,000	Maint. Treatment Plant - Deerfield	15,000	23,875	8,875
212,000	Billing, Collecting & Accounting Labor	212,000	200,143	(11,857)
90,000	Billing Fees Expense	90,000	88,263	(1,738)
25,000	Bad Debt Expense	25,000	16,230	(8,770)
185,000	Admin. & General Salaries	185,000	180,454	(4,546)
150,000	Employee Insurance & Benefits	150,000	143,532	(6,468)
100,000	Employee Pension Expense	100,000	90,706	(9,294)
77,000	Payroll Taxes - FICA Tax Expense	77,000	71,979	(5,021)
26,000	OPEB (other post empl. benefits)	26,000	14,566	(11,434)

Charles Town Sewer Department
Revenue & Expense Summary
6/30/2022
Preliminary Draft

135,000	Office Supplies & Expense	135,000	129,097	(5,903)
35,000	Maint. of General Property	35,000	28,583	(6,417)
60,000	Contractual Services - Engineering	60,000	48,685	(11,315)
32,000	Contractual Services - Accounting	32,000	28,840	(3,160)
170,000	Contractual Services - Legal	170,000	143,648	(26,352)
78,000	Contractual Services - Other	78,000	45,327	(32,673)
65,000	Transportation Expense	65,000	67,391	2,391
110,000	Insurance	110,000	90,706	(19,294)
36,000	Worker's Comp	36,000	26,736	(9,264)
30,000	Regulatory Commission Expense	30,000	24,984	(5,016)
71,000	Bond Administration Fees	71,000	51,328	(19,672)
10,000	Misc. General Expense	10,000	7,830	(2,170)
1,800,000	Depreciation Expense	1,800,000	1,859,328	59,328
0	Loss on Retirement of Assets	0	153,496	153,496
325,000	Interest on Long Term Debt	325,000	318,002	(6,998)
0	Interest Expense - Security Deposits	0	366	366
0	Interest Expense	0	59,888	59,888
57,000	Amort. Of Debt Discount & Expense	57,000	53,519	(3,481)
0	Bond Issuance Costs	0	32,856	32,856
6,245,000	**TOTAL EXPENSES**	6,245,000	5,866,797	(411,059)
115,000	**Excess (Deficit)**	115,000	3,848,829	

Reconciliation to Cash:		
Cash Balance @ 6/30/21	2,046,245	
Disbursements To Date	(6,135,620)	
Expenses	5,866,797	
Deposits To Date	6,441,351	
Revenues	(9,715,626)	
CASH BALANCE 6/30/2022	2,351,976	
	2,351,976	Sewer Operating
	(0)	
Sewer Capacity Improvement Fees	3,735,240	
Sewer Renewal & Replacement	704,766	
Sewer Working Capital Fund	705,265	

Charles Town Water Department
Revenue & Expense Summary
7/31/2022

Annual Budget		Y-T-D Budget	Y-T-D Actual	Difference
	REVENUES			
2,650,000	Metered Sales - Residential	220,833	225,741	4,908
1,340,000	Metered Sales - Commercial	111,667	110,708	(958)
105,000	Metered Sales - Glen Haven/Cavaland	8,750	8,817	67
20,000	Sale for Resale - Bulk Water	1,667	5,968	4,302
80,000	Forfieted Discounts	6,667	6,639	(27)
30,000	Misc. Service Rev - Reconnection / Tap Fees	2,500	1,950	(550)
525,000	Tank Lot Rental Income	43,750	59,782	16,032
8,000	Interest Income	667	879	213
2,000	Sinking Fund Income	167	-	(167)
85,000	Miscellaneous Income	7,083	6,401	(682)
0	CIF & CAC Revenue	-	2,576	2,576
0	Checking Acct @ 6/30/22	-	635,062	635,062
4,845,000	**TOTAL REVENUES**	403,750	1,064,525	660,775
	EXPENSES			
15,000	Supplies & Expense	1,250	-	(1,250)
20,000	Maint of Water Source	1,667	1,480	(187)
350,000	Operation Labor - WTP	29,167	34,944	5,777
125,000	Power & Fuel - WTP	10,417	5,314	(5,102)
6,000	Power & Fuel - WTP GH/CAV	500	334	(166)
130,000	Chemicals	10,833	20,011	9,178
40,000	Testing	3,333	274	(3,060)
20,000	Supplies & Expense - WTP	1,667	3,853	2,186
10,000	Supplies & Expense - GH/CAV	833	198	(635)
100,000	Maint of Water Treatment Plant	8,333	2,154	(6,179)
10,000	Maint of Water Plant - GH/CAV	833	-	(833)
446,000	Maintenance Labor	37,167	39,711	2,545
20,000	Supplies & Expense - Maint	1,667	2,404	738
100,000	Maint Dist Reservior & Standpipes	8,333	186	(8,147)
150,000	Maint of Mains	12,500	610	(11,890)
200,000	Maint of Services	16,667	3,649	(13,018)
175,000	Maint of Meters	14,583	12,052	(2,531)
20,000	Maint of Hydrants	1,667	909	(757)
162,000	Accounting & Collecting Labor	13,500	16,008	2,508
20,000	Supplies & Expense - Acct & Collect	1,667	2,779	1,112
15,000	Bad Debt Expense	1,250	(188)	(1,438)
125,000	Admin & General Salaries	10,417	8,039	(2,378)
187,000	Employee Insurance & Benefits	15,583	13,231	(2,352)
97,000	Employee Pension Expense	8,083	6,344	(1,739)
83,000	Payroll Taxes - FICA Tax Expense	6,917	7,601	684
10,000	OPEB (other post empl benefits)	833	947	113

Charles Town Water Department
Revenue & Expense Summary
7/31/2022

15,000	Employee 457 Expense	1,250	672	(578)
114,000	Office Supplies & Other Expense	9,500	5,616	(3,884)
15,000	Maintenance of General Property	1,250	232	(1,018)
45,000	Contractual Services - Engineering	3,750	-	(3,750)
20,000	Contractual Services - Accounting	1,667	-	(1,667)
15,000	Contractual Services - Legal	1,250	4,516	3,266
85,000	Contractual Services - Other	7,083	5,253	(1,831)
55,000	Transportation Expense	4,583	4,473	(110)
80,000	Property Insurance	6,667	-	(6,667)
35,000	Injuries & Damages	2,917	5,039	2,122
20,000	Regulatory Commission Expense	1,667	400	(1,267)
6,000	Bond Administration Fees	500	-	(500)
10,000	Misc General Expense	833	430	(403)
1,165,000	Depreciation Expense	97,083	97,083	(0)
445,000	Interest on Long Term debt	37,083	-	(37,083)
78,000	Amortization of Debt Discount & Exp	6,500	6,500	-
4,839,000	**TOTAL EXPENSES**	403,250	313,059	(90,191)

6,000	Excess (Deficit)	500	751,466	
	Reconciliation to Cash:			
	Cash Balance @ 6/30/22		635,062	
	Disbursements To Date		(459,951)	
	Expenses		313,059	
	Deposits To Date		448,684	
	Revenues		(1,064,525)	
	CASH BALANCE @ 7/31/2022		623,795	
			623,795	Water Operating
			(0)	
	Water Capacity Improvement Fees		2,690,812	
	Water Renewal & Replacement		777,349	
	Water Working Capital Fund		383,338	

Charles Town Sewer Department
Revenue & Expense Summary
7/31/2022

Annual Budget		Y-T-D Budget	Y-T-D Actual	Difference
	REVENUES			
2,400,000	CTUB Service Revenue	200,000	203,126	3,126
1,440,000	Sewer Service Revenue - Ranson	120,000	118,097	(1,903)
2,485,000	Sewer Service Revenue - JCPSD	207,083	212,964	5,881
40,000	Customer Forfieted Discounts	3,333	3,247	(87)
25,000	Customer Forfieted Discounts- RA	2,083	1,950	(134)
40,000	Customer Forfieted Discounts- PSD	3,333	3,579	246
40,000	Misc. Sewer Revenues	3,333	3,083	(250)
0	CIF & CAC Revenues	-	10,073	10,073
8,000	Interest Income	667	1,152	486
2,000	Sinking Fund Income	167	-	(167)
0	Checking Acct @ 6/30/22	-	2,351,976	2,351,976
6,480,000	**TOTAL REVENUES**	540,000	2,909,247	2,369,247
	EXPENSES			
20,000	Supplies & Expense	1,667	-	(1,667)
50,000	Maint of Service Connections	4,167	2,105	(2,062)
250,000	Maint of Collecting & Trans. Mains	20,833	39,300	18,466
370,000	Operation Labor	30,833	29,723	(1,110)
135,000	Power & Fuel	11,250	8,556	(2,694)
25,000	Supplies & Expense	2,083	1,603	(480)
250,000	Maint of Pump Stations	20,833	7,445	(13,388)
244,000	Operation Labor	20,333	26,867	6,534
130,000	Power - CT Plant	10,833	10,707	(126)
80,000	Power - TUI	6,667	5,664	(1,002)
10,000	Power - Deerfield	833	501	(332)
155,000	Chemical Expense - CT	12,917	9,247	(3,670)
20,000	Chemical Expense - TUI	1,667	-	(1,667)
35,000	Testing - CT	2,917	2,344	(573)
7,000	Testing - TUI	583	479	(105)
102,000	Supplies & Expense	8,500	11,878	3,378
120,000	Maint. Burns Farm	10,000	8,771	(1,229)
200,000	Maint. Treatment Plant - CT	16,667	-	(16,667)
90,000	Maint. Treatment Plant - TUI	7,500	2,208	(5,292)
15,000	Maint. Treatment Plant - Deerfield	1,250	371	(879)
212,000	Billing, Collecting & Accounting Labor	17,667	20,587	2,921
150,000	Billing Fees Expense	12,500	7,657	(4,843)
15,000	Bad Debt Expense	1,250	4,809	3,559
188,000	Admin. & General Salaries	15,667	23,284	7,618
170,000	Employee Insurance & Benefits	14,167	14,484	318
92,000	Employee Pension Expense	7,667	6,815	(852)
78,000	Payroll Taxes - FICA Tax Expense	6,500	7,691	1,191
8,000	OPEB (other post empl. benefits)	667	1,013	347

Charles Town Sewer Department
Revenue & Expense Summary
7/31/2022

14,000	Employee 457 Expense	1,167	702	(465)
135,000	Office Supplies & Expense	11,250	6,136	(5,114)
35,000	Maint. of General Property	2,917	-	(2,917)
60,000	Contractual Services - Engineering	5,000	-	(5,000)
32,000	Contractual Services - Accounting	2,667	375	(2,292)
170,000	Contractual Services - Legal	14,167	6,284	(7,883)
83,000	Contractual Services - Other	6,917	725	(6,192)
65,000	Transportation Expense	5,417	5,845	428
110,000	Insurance	9,167	-	(9,167)
32,000	Worker's Comp	2,667	4,651	1,985
30,000	Regulatory Commission Expense	2,500	1,015	(1,485)
65,000	Bond Administration Fees	5,417	-	(5,417)
10,000	Misc. General Expense	833	958	125
1,985,000	Depreciation Expense	165,417	165,417	0
325,000	Interest on Long Term Debt	27,083	-	(27,083)
57,000	Amort. Of Debt Discount & Expense	4,750	4,750	-
6,429,000	**TOTAL EXPENSES**	535,750	450,968	(84,782)
51,000	**Excess (Deficit)**	4,250	2,458,280	
	Reconciliation to Cash:			
	Cash Balance @ 6/30/22		2,351,976	
	Disbursements To Date		(496,367)	
	Expenses		450,968	
	Deposits To Date		517,047	
	Revenues		(2,909,247)	
	CASH BALANCE 7/31/2022		2,372,657	
			2,372,657	Sewer Operating
			(0)	
	Sewer Capacity Improvement Fees		3,746,130	
	Sewer Renewal & Replacement		704,912	
	Sewer Working Capital Fund		705,412	

12:22 PM AUG 19 2022 EXEC SEC DIV

Bowles Rice
Attorneys at Law

600 Quarrier Street, Charleston, WV 25301
P.O. Box 1386, Charleston, WV 25325-1386
304.347.1100

James V. Kelsh
jkelsh@bowlesrice.com
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101 South Queen Street
Martinsburg, WV 25401

125 Granville Square, Suite 400
Morgantown, WV 26501

501 Avery Street
Parkersburg, WV 26101

Southpointe Town Center
1800 Main Street, Suite 200
Canonsburg, PA 15317

480 West Jubal Early Drive, Suite 130
Winchester, VA 22601

bowlesrice.com

August 19, 2022

Karen Buckley, Executive Secretary
Public Service Commission of West Virginia
201 Brooks Street
Charleston, West Virginia 25301

HAND DELIVERY

Re: *Case No. 21-0260-S-DU*
Shenandoah Junction Public Sewer, Inc.

Case No. 21-0818-S-DU
Cave Road Utilities, LLC

Case No. 22-0369-W-PC-PW
Cave Road Utilities and Jefferson Utilities, Inc.

Case No. 22-0370-S-PC-PW
Cave Road Utilities and Jefferson Utilities, Inc.

Dear Ms. Buckley:

Enclosed for filing, please find the original and twelve (12) copies of "*Joint Motion of All Parties to Extend Administrative Law Judge Decision Due Dates And Limit Scope of Hearing*".

Should the Commission have any questions, please do not hesitate to contact me.

Very truly yours,

James V. Kelsh
(WVSB #6617)

JVK:tlp
Enclosures
cc: Service List

PUBLIC SERVICE COMMISSION
OF WEST VIRGINIA
CHARLESTON

CASE NO. 21-0260-S-DU
SHENANDOAH JUNCTION PUBLIC SEWER, INC.

CASE NO. 21-0818-S-DU
CAVE ROAD UTILITIES, LLC

CASE NO. 22-0369-W-PC-PW
CAVE ROAD UTILITIES and JEFFERSON UTILITIES, INC.

CASE NO. 22-0370-S-PC-PW
CAVE ROAD UTILITIES and JEFFERSON UTILITIES, INC.

JOINT MOTION OF ALL PARTIES TO EXTEND ADMINISTRATIVE LAW JUDGE DECISION DUE DATES AND LIMIT SCOPE OF HEARING

COMES NOW Shenandoah Junction Public Sewer, Inc., ("Shenandoah Junction"), by counsel, David B. Hanna; Cave Road Utilities, LLC ("Cave Road"), by counsel, David B. Hanna, James V. Kelsh and Evan G. Conard; Jefferson Utilities, Inc. ("JUI"), by counsel, James V. Kelsh and Evan G. Conard; the Charles Town Utility Board ("CTUB") by counsel, Hoy Shingleton; West Virginia-American Water Company ("WVAWC") by counsel, Robert O. Passmore and Christopher L. Callas; the Consumer Advocate Division ("CAD") by Counsel, Robert F. Williams and Bobby Lipscomb; and the Staff of the Commission by counsel, Christopher L. Howard (collectively, "the Parties") to move the Commission for an order extending the decision due dates for the issuance of a recommended decision in the above referenced consolidated matters by the Division of Administrative Law Judges by 180-240 days, and to limit the scope of the August 26, 2022 hearing, and in support thereof the Parties state the following:

Relevant Procedural History

By an April 27, 2022 Commission Order, the decision due date for the issuance of a recommended decision by the Division of Administrative Law Judges was extended to

November 29, 2022 in *Shenandoah Junction Public Sewer, Inc.,* Case No. 21-0260-S-DU (the "Shenandoah Junction Sewer Distressed Utility case").

By a June 24, 2022 Commission Order, the decision due date for the issuance of a recommended decision by the Division of Administrative Law Judges was extended to November 7, 2022 in *Cave Road Utilities, LLC,* Case No. 21-0818-S-DU (the "Cave Road Sewer Distressed Utility Case").

By June 22, 2022 Commission Orders in *Cave Road Utilities and Jefferson Utilities, Inc.,* Case Nos. 22-0369-W-PC-PW (the "Cave Road Water Sale case") and 22-0370-S-PC-PW, (the "Cave Road Sewer Sale case") the decision due date for the issuance of recommended decisions by the Division of Administrative Law Judges was set as November 7, 2022.

By a June 30, 2022 Procedural Order, the Chief Administrative Law Judge consolidated all of the above captioned matters and set a public comment and evidentiary hearing in the consolidated matters for August 26, 2022 in Charles Town, WV, and directed publication of a notice of hearing by the Executive Secretary of the Commission to occur no sooner than ten days prior to the hearing.

On July 29, 2022, JUI advised the Commission by letter that JUI had reached an agreement for the sale of the utility assets of JUI to WVAWC, and that sale would incorporate the water and sewer utility assets now held by Cave Road in the event the Commission approves the sale of those assets to JUI.

On August 2, 2022 Shenandoah Junction advised the Commission by letter that Shenandoah Junction has entered into a purchase agreement for the sale of its utility assets to WVAWC.

On August 4, 2022, the Staff of the Commission filed a motion to add the WVAWC as a party to these consolidated proceedings.

On August 8, 2022, a procedural order was issued adding the WVAWC as a respondent in these consolidated cases.

On August 16, 2022, the Executive Secretary of the Commission sent a letter to the *Spirit of Jefferson* asking it to publish the Notice of Hearing appended to the June 30, 2022 Procedural Order. Based upon the publishing schedule of the *Spirit of Jefferson,* it is expected the notice will appear in the August 24, 2022 edition, two days prior to the August 26, 2022 hearing.

All of the Parties with the exception of CAD met to discuss settlement on August 17, 2022. The CAD was inadvertently omitted from the e-mail invitation to the settlement meeting.

WVAWC, JUI, and Shenandoah Junction expect to file with the Commission by August 25, 2022 a petition for approval of the sale of the water and sewer utility assets of JUI and the sewer utility assets of Shenandoah Junction to WVAWC, which will also include the water and sewer utility assets of Cave Road, as JUI has an assignable purchase agreement for those assets.

Argument in Support of Motion

WVAWC, JUI, and Shenandoah Junction would like to close on the transaction by the end of the calendar year if Commission approval can be obtained in time to permit an orderly closing within that time frame; however, WVAWC, JUI, and Shenandoah Junction recognize that this time frame may be difficult to achieve.

The rate implications to customers of Cave Road are different if WVAWC acquires one or both of those systems as compared to JUI acquiring one or both of those systems, or as compared to CTUB acquiring the Cave Road sewer system, or as compared to Cave Road retaining ownership of one or both of those systems. Likewise, the rate implications to customers of Shenandoah Junction are different if WVAWC acquires that system as compared to Shenandoah Junction continuing to own and operate that system independently, or as compared to CTUB acquiring or providing bulk treatment service to that system. The technical, financial, and managerial capabilities of WVAWC are different than those of JUI or CTUB. In summary, these consolidated proceedings are greatly overshadowed by the prospective acquisition of the Cave Road and Shenandoah Junction systems by WVAWC. If a transfer of ownership of the

Cave Road systems were to occur prior to closing on the acquisition of JUI by WVAWC, JUI would likely only own and operate such systems for a matter of months before WVAWC acquired ownership. Such a short-lived ownership period would not hold long term significance for the customers of Cave Road.

An evidentiary hearing in these four consolidated cases, in which five different utilities are now parties along with Staff and CAD, and which entails applying facts from multiple witnesses for each Party to two very distinct legal criteria, *W.Va. Code* §24-2-12 and the Distressed and Failing Utilities Improvement Act, would be highly complicated, as would be the briefing on the cases. All the work related to such complication will have no long-term public impact if the WVAWC acquisition is approved.

Based upon all of the foregoing, the Parties jointly move the Commission to extend the decision due date of the Administrative Law Judge Division for all of the cases in the consolidated proceedings by 180-240 days to provide the Commission with time to process the WVAWC petition for approval of the acquisition of the assets of JUI and Shenandoah Junction. The Parties propose that the August 26, 2022 hearing be held as scheduled since it will have been publicly noticed two days before it is held (unless that publication arrangement can be retracted before publication occurs). If it is held, the hearing's scope should be limited to each of the Parties providing a statement through counsel or management describing proposed near-term operation activities, and projected long-term service and rate implications of each Party's recommended course of action. The Commission would receive public comment from those in attendance. The hearing would not be an evidentiary hearing. In the event the Commission has not approved WVAWC's proposed acquisition by March 1, 2023, an evidentiary hearing in these consolidated matters could then be scheduled.

WHEREFORE, the Parties pray that the Commission enter an order extending the decision due for the Division of Administrative Law Judges by 180-240 days in each of these consolidated matters, limiting the scope of the August 26, 2022 hearing to a public comment hearing only as described herein, and for such further relief as the Commission deems warranted in the circumstances.

Dated August 19, 2022.

CAVE ROAD UTILITIES, LLC and SHENANDOAH JUNCTION PUBLIC SEWER, INC.

by Counsel

David B. Hanna, Esq.
Hanna & Hanna PLLC
P. O. Box 3967
Charleston, West Virginia 25339

JEFFERSON UTILITIES, INC. and CAVE ROAD UTILITIES, LLC

By Counsel

James V. Kelsh, Esq. (WVSB #6617)
Evan G. Conard, Esq. (WVSB # 12265)
Bowles Rice LLP
P. O. Box 1386
Charleston, West Virginia 25325-1386

CHARLES TOWN UTILITY BOARD

By Counsel

James V. Kobb for

Hoy G. Shingleton, Jr., Esq.
115 Aikens Center, Suite 24
Martinsburg, WV 25404

STAFF OF THE PUBLIC SERVICE COMMISSION OF WEST VIRGINIA

By Counsel

James V. Kobb for

Christopher L. Howard
Public Service Commission
201 Brooks Street
Charleston, WV 25323

CONSUMER ADVOCATE DIVISION OF THE PUBLIC SERVICE COMMISSION OF WEST VIRGINIA

By Counsel

James V. Kobb for

Robert F. Williams, Esq.
Bobby Lipscomb, Esq.
Consumer Advocate Division
300 Capitol Street, Suite 810
Charleston, WV 25301

WEST VIRGINIA-AMERICAN WATER COMPANY

By Counsel

Christopher L. Callas, Esq.
Jackson Kelly PLLC
P. O. Box 553
Charleston, WV 25322

Robert O. Passmore
Vice-President – Legal
West Virginia-American Water Company
1600 Pennsylvania Avenue
Charleston, WV 25302

PUBLIC SERVICE COMMISSION
OF WEST VIRGINIA
CHARLESTON

CASE NO. 21-0260-S-DU
SHENANDOAH JUNCTION PUBLIC SEWER, INC.

CASE NO. 21-0818-S-DU
CAVE ROAD UTILITIES, LLC

CASE NO. 22-0369-W-PC-PW
CAVE ROAD UTILITIES and JEFFERSON UTILITIES, INC.

CASE NO. 22-0370-S-PC-PW
CAVE ROAD UTILITIES and JEFFERSON UTILITIES, INC.

CERTIFICATE OF SERVICE

I, James V. Kelsh, do hereby certify that a true and accurate copy of the foregoing *Joint Motion of All Parties to Extend Administrative Law Judge Decision Due Date And Limit Scope of Hearing* were served upon the parties listed on the Executive Secretary's service lists for these dockets on August 19, 2022:

VIA HAND DELIVERY:

Meyishi Blair, Esq.
Christopher Howard, Esq.
Public Service Commission of West Virginia
201 Brooks Street
Charleston, West Virginia 25301

VIA U.S. MAIL:

Robert O. Passmore, Esq.
1600 Pennsylvania Avenue
Charleston, West Virginia 25302

Robert F. Williams, Esq.
Bobby Lipscomb, Esq.
Consumer Advocate Division
300 Capitol Street, Suite 810
Charleston, West Virginia 25301

Hoy G. Shingleton, Jr., Esq.
115 Aikens Center, Suite 24
Martinsburg, West Virginia 25404
Counsel, Charlestown Utility Board

David B. Hanna, Esq.
Hanna & Hanna PLLC
P.O. Box 3967
Charleston, West Virginia 25339

James V. Kelsh *(WVSB #6617)*

15028560.1

Public Service Commission
of West Virginia

201 Brooks Street, P.O. Box 812
Charleston, West Virginia 25323

Phone: (304) 340-0300
Fax: (304) 340-0325

August 16, 2022

Legal Advertising
Spirit of Jefferson
PO Box 966
Charles Town, WV 25414

RE: Case No. 21-0260-S-DU
Shenandoah Junction Public Sewer, Inc.

Case No. 21-0818-S-DU
Cave Road Utilities, LLC

Case No. 22-0369-W-PC-PW
Cave Road Utilities, LLC and
Jefferson Utilities, Inc.

Case No. 22-0370-S-PC-PW
Cave Road Utilities, LLC and
Jefferson Utilities, Inc.

Ladies/Gentlemen:

We are enclosing a copy of Notice of Hearing concerning the above-styled proceeding and request that you publish this Notice in its entirety as a Class I legal advertisement, in the next edition.

Please send your original affidavit of publication and invoice to Karen Buckley, Executive Secretary, WV Public Service Commission, PO Box 812, Charleston, WV 25323, and we will remit payment promptly. In addition, please include your Federal Employer Identification Number (FEIN) on your invoice(s).

Sincerely,

Karen Buckley
Executive Secretary

KB/jn
enc. Notice of Hearing
cc: Lindsey Randolph

PUBLIC SERVICE COMMISSION
OF WEST VIRGINIA
CHARLESTON

CASE NO. 21-0260-S-DU

SHENANDOAH JUNCTION PUBLIC SEWER, INC.
Petition for determination that the Company is a distressed or failing utility under W.Va. Code §24-2H-1.

CASE NO. 21-0818-S-DU

CAVE ROAD UTILITIES, LLC,
Petition for determination that the Company is a distressed or Failing Utility under W.Va. Code §24-2H-1, et seq.

CASE NO. 22-0369-W-PC-PW

CAVE ROAD UTILITIES and
JEFFERSON UTILITIES, INC.
Joint Petition and Petition for Waiver
Acquisition of Cave Road Water Utilities
by Jefferson Utilities, Inc.

CASE NO. 22-0370-S-PC-PW

CAVE ROAD UTILITIES and
JEFFERSON UTILITIES, INC.
Joint Petition and Petition for Waiver
Acquisition of Cave Road Sewer Utilities
by Jefferson Utilities, Inc.

NOTICE OF HEARING

On March 15, 2021, Shenandoah Junction Public Sewer, Inc. filed a petition with the Public Service Commission of West Virginia for a determination that Shenandoah is a distressed or failing utility under W. Va. Code §24-2H-1. Shenandoah serves approximately 187 customers in Shenandoah Junction in Jefferson County.

On November 21, 2021, Cave Road Utilities, LLC petitioned the Public Service Commission of West Virginia to determine that Cave Road is a distressed or failing utility under W. Va. Code §24-

2H-1. Cave Road serves approximately 47 customers in Jefferson County.

On April 11, 2022, Jefferson Utilities, Inc. filed a petition to acquire both the water and sewer facilities of Cave Road.

By Procedural Order of June 30, 2022, the four cases were consolidated.

This matter has been set for a public comment and evidentiary hearing on August 26, 2022, at 9:00 a.m., in the Judge's Courtroom, Jefferson County Courthouse, 100 East Washington Street, Charles Town.

The hearing shall be conducted both to receive public comments from interested individuals and to receive evidence regarding possible options available to bring the utilities into compliance with appropriate statutory and regulatory standards. Information shall be received to determine whether or not either utility is a distressed or failing utility under W. Va. Code §24-2H-1, whether another utility should manage, operate or acquire either Cave Road or Shenandoah and to determine the appropriate utility to acquire or assist the distressed or failing utility.

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT

========== FUND TOTALS ==========	
50 WATER FUND	66,349.70
60 SEWER FUND	70,879.72
GRAND TOTAL:	137,229.42

TOTAL PAGES: 4

APPROVED BY: _____

APPROVED BY: _____

This Packet: $ 137,229.42

Security Deposit Refunds: 448.09

Total: $ 137,677.51

Note:

Highlighted invoice is for the Collection System Project;

Highlighted invoice is to be reimbursed with Capacity Improvement Fees

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	TESTING: TUSC	SEWER FUND	SEWER	108.60
	TESTING: RCKWL MNTHLY	SEWER FUND	SEWER	251.95
			TOTAL:	5,977.34
RK & K ENGINEERS	TO7&8 NATHIEL & BECKWITH R	WATER FUND	WATER	965.93
	TO 5 KNGSXNG & HLLSDE	SEWER FUND	NON-DEPARTMENTAL	3,989.60
	TO12 LKLNDPLC PS	SEWER FUND	NON-DEPARTMENTAL	10,254.60
	TO7&8 NATHIEL & BECKWITH R	SEWER FUND	SEWER	3,369.60
	TO 21 FRRST PS LTGTN	SEWER FUND	SEWER	3,858.84
			TOTAL:	22,438.57
SHENANDOAH AIR CONDITIONING & HEATING,	TWWTP CONDCOIL CHEM WASH	SEWER FUND	SEWER	416.20
			TOTAL:	416.20
SHENANDOAH SALES & SERVICE, INC.	REPAIR TO WATER VEHICLE	WATER FUND	WATER	3,014.86
	WVINSPECTION WATER VEHICLE	WATER FUND	WATER	14.00
	REPAIR TO SEWER VEHICLE	SEWER FUND	SEWER	1,415.65
	REPAIR TO SEWER VEHICLE	SEWER FUND	SEWER	277.35
	REPAIR JOBCORPS PS PUMP	SEWER FUND	SEWER	687.16
			TOTAL:	5,409.02
STH, INC.	MYRSSMRSBLPMP & RPLCGRNDRE	SEWER FUND	SEWER	9,100.00
			TOTAL:	9,100.00
KRISTEN STOLIPHER	PER DIEM 8/14 - 8/16/22	WATER FUND	WATER	59.00
	PER DIEM 8/14 - 8/16/22	SEWER FUND	SEWER	59.00
			TOTAL:	118.00
GERALD TAYLOR CO., INC.	PUMP / TRANSPORT	WATER FUND	WATER	496.48
	PUMP / TRANSPORT	WATER FUND	WATER	867.60
	SUPERVAC / DISPOSE	SEWER FUND	SEWER	1,698.62
			TOTAL:	3,062.70
THE CI THORNBURG CO, INC.	CHLORINE	WATER FUND	WATER	2,340.00
	HNGDBRSSSVCSDDL4IPSPVCPIPE	WATER FUND	WATER	300.71
			TOTAL:	2,640.71
USA BLUEBOOK	VLV,TBNG,GLVS,CNNCTRS,BRSH	WATER FUND	WATER	883.97
	CAV/GH CHLORINE	WATER FUND	WATER	355.08
	TUBE ASSEMBLY FOR PUMPS	WATER FUND	WATER	239.70
	GLOVES. PH BUFFERS	SEWER FUND	SEWER	104.10
	GLOVES. PH BUFFERS	SEWER FUND	SEWER	901.03
			TOTAL:	2,483.88
WV DEPARTMENT OF TRANSPORTATION	PERMIT FOR SEWER LINE	SEWER FUND	SEWER	8.50
			TOTAL:	8.50
WV WATER DEVELOPMENT AUTHORITY	#2017-175 INFRSTRCTR FNDPR	SEWER FUND	NON-DEPARTMENTAL	806.36
			TOTAL:	806.36

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT		AMOUNT
FRONTIER COMMUNICATIONS	304-876-9970-121914-4	WATER FUND	WATER		101.81
	304-876-2120-111514-4	WATER FUND	WATER		101.81
				TOTAL:	203.62
GUTTMAN ENERGY	W/E 8/07/22	WATER FUND	WATER		1,356.57
	W/E 8/21/22	WATER FUND	WATER		1,388.65
	W/E 8/07/22	SEWER FUND	SEWER		1,086.39
	W/E 8/21/22	SEWER FUND	SEWER		1,552.09
	W/E 8/21/22	SEWER FUND	SEWER		38.61
				TOTAL:	5,422.31
HACH COMPANY	SULFURIC ACID	WATER FUND	WATER		126.92
				TOTAL:	126.92
CHRIS HUTZLER	PER DIEM 8/14 - 8/16/22	WATER FUND	WATER		118.00
				TOTAL:	118.00
INTELLIPOINT TECHNOLOGIES, LLC	IT-REGULAR-REMOTE	WATER FUND	WATER		50.00
				TOTAL:	50.00
INWOOD QUARRY, INC.	I10 & C2 PICKUPS: 8/05/22	WATER FUND	WATER		653.98
	C1 PICKUPS: 8/15/22	WATER FUND	WATER		220.99
				TOTAL:	874.97
JEFFERSON COUNTY COMMISSION	AMBLNC FEE: WTP & SWR SYST	WATER FUND	WATER		45.00
	AMBLNC FEE: EVITTS RUN EST	SEWER FUND	SEWER		90.00
	AMBLNC FEE: WTP & SWR SYST	SEWER FUND	SEWER		45.00
				TOTAL:	180.00
JEFFERSON PUBLISHING COMPANY	8/03 AD: HYDRNT FLSHNG	WATER FUND	WATER		27.74
	8/03 & 8/10 ADS: CHLRN NTC	WATER FUND	WATER		56.70
				TOTAL:	84.44
JNO S SOLENBERGER & CO., INC	DRISWOOD PS	SEWER FUND	SEWER		624.80
	DEERFIELD PLNT	SEWER FUND	SEWER		653.39
				TOTAL:	1,278.19
DONALD MICKEY	8/11 MOWING SMMTPT & PLYGR	WATER FUND	WATER		137.50
	8/11 MOWING SMMTPT & PLYGR	SEWER FUND	SEWER		137.50
				TOTAL:	275.00
MISS UTILITY OF WV, INC.	MESSAGE FEES: JULY	WATER FUND	WATER		488.60
				TOTAL:	488.60
THOMAS NALLS	JULY TANK LOT RENT	WATER FUND	NON-DEPARTMENTAL		3,731.62
				TOTAL:	3,731.62
NB & C ENGINEERING SERVICES, LLC	STRCTRLANYS 4TMBL@KEYESFER	WATER FUND	WATER		1,100.00
				TOTAL:	1,100.00
PACE ANALYTICAL SERVICES, LLC	TESTING: CVLND QRTLY	WATER FUND	WATER		35.84
	TESTING: RCTRCK QWV0022349	SEWER FUND	SEWER		65.16
	TESTING: CT MNTHLY	SEWER FUND	SEWER		243.26
	TESTING: TUSC MNTHLY	SEWER FUND	SEWER		261.73
	TESTING: TUSC WV00223449/0	SEWER FUND	SEWER		2,505.40
	TESTING: CT WV0022349/001	SEWER FUND	SEWER		2,505.40

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
IRVIN DUANE SHUTLER	LEAK DETECTION SBDVSN MAIN	WATER FUND	WATER	625.00
			TOTAL:	625.00
AMERIGAS	TANK RENTAL: 832 S GEORGE	SEWER FUND	SEWER	160.53
			TOTAL:	160.53
APPLE VALLEY TIRE	SEWER VEHICLE TIRE REPAIR	SEWER FUND	SEWER	28.25
			TOTAL:	28.25
BIEDLER'S ELECTRIC MOTOR REPAIR, INC.	FLWNGSPRNGS PS RPR	SEWER FUND	SEWER	7,003.58
			TOTAL:	7,003.58
CHARLES TOWN SEWER	JULY FUNDING	SEWER FUND	NON-DEPARTMENTAL	13,679.96
			TOTAL:	13,679.96
CHARLES TOWN UTILITY BOARD	JULY FUNDING	WATER FUND	NON-DEPARTMENTAL	11,810.22
			TOTAL:	11,810.22
CHARLES TOWN WATER	JULY FUNDING	WATER FUND	NON-DEPARTMENTAL	10,672.16
			TOTAL:	10,672.16
CITIBANK, N.A.	PRONOUNCEMENT	WATER FUND	NON-DEPARTMENTAL	659.21
			TOTAL:	659.21
CITY ELECTRIC SUPPLY CO	CTWWTP STARTER	SEWER FUND	SEWER	750.00
			TOTAL:	750.00
CORE & MAIN	FRM&CVR, MTRPTBLLT	WATER FUND	WATER	3,282.60
	BLLCRB, BRSS90, BRSSST90	WATER FUND	WATER	1,042.51
	BLLCRBFPT,CTSPETBNG,CPLGFP	WATER FUND	WATER	2,101.00
	S70-60 36X3/4CC BRS SAD	WATER FUND	WATER	175.41
	S70-603 6X3/4CC BRS SAD	WATER FUND	WATER	156.02
	SDR35CNCINCRSR,L44-33NLPJC	SEWER FUND	SEWER	120.93
	CLNOTPLG,DWVC/OADPTHXF,DWV	SEWER FUND	SEWER	1,189.86
			TOTAL:	8,068.33
COYNE CHEMICAL	SODIUM PERMANGANATE 20%	WATER FUND	WATER	1,558.20
	AMMONIUM SULFATE 40% NSF	WATER FUND	WATER	1,242.80
	CP-837,HYDROROFLUOSILICICA	WATER FUND	WATER	4,026.35
			TOTAL:	6,827.35
CRYSTAL SPRINGS	MONTHLY SVC@ 661 & WWTP	WATER FUND	WATER	99.16
	MONTHLY SVC@ 661 & WWTP	SEWER FUND	SEWER	80.72
			TOTAL:	179.88
DEWBERRY ENGINEERS INC	WA & WW CIFS: THRU 5/27/22	WATER FUND	WATER	8,850.00
	TO2 ONCLL WA MODL & RELTD	WATER FUND	WATER	635.00
			TOTAL:	9,485.00
WV DEPT OF HEALTH & HUMAN SERVICES	FLOURIDE TEST	WATER FUND	WATER	15.00
	BACTERIOLOGICAL TEST	WATER FUND	WATER	120.00
			TOTAL:	135.00
DODSON SEPTIC SERVICES, LLC	SPTG PMPNG: CRANES TO WWTP	SEWER FUND	SEWER	300.00
	SPTG PMPNG: WLNTGRV TO FLW	SEWER FUND	SEWER	450.00
			TOTAL:	750.00