CHARLES TOWN UTILITY BOARD
AGENDA

WEDNESDAY, MAY 28, 2025

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

CALL TO ORDER

1. **APPROVAL OF MINUTES**
   a. Approval of May 14, 2025 Regular Meeting Minutes
   UB Minutes 05.14.25.pdf

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

   The public is invited to attend this meeting in person or via webcast (www.ctubwv.com- Board Meeting - Meeting Agendas and Minutes 2025) or by accessing the following zoom link:

   https://us06web.zoom.us/j/83183788186?pwd=Y0aAzA8dIaocy4giQorPRLZA3l8wYP.1

   Meeting ID: 831 8378 8186
   Passcode: 592952
   (301)715-8592

3. **UNFINISHED BUSINESS**
   a. Update on WV PSC Cases - Possible Executive Session under the provision of W. VA Code 6-9a-4(b)(12) - To discuss any matter which, by express provision of federal law or state statute or rule of court is rendered confidential, or which is not considered a public record within the meaning of the freedom of information act as set forth in article one, chapter twenty-nine-b of the code.
   i. 25-0079-W-PC - Sidewinder Service Agreement for Mountain Pure Development
   ii. 25-0263-W-C – West Virginia American Water Complaint Case
   b. Biosolids PFAS Policy
   Draft BioSolids PFAS Policy.pdf

4. **NEW BUSINESS**

a. FY 2026 Water Budget Revision
Resolution 2025-02 Water Fund Budget Revision.pdf
b. Water Storage Tank Cleaning Proposals
Tank Cleaning Proposals Rev.pdf
c. Sleepy Hollow Mainline Extension Request
Sleepy Hollow.pdf
d. Avalon Water and Sewer Mainline Extension Agreements
Avalon Water AMEA 05.14.25.pdf
Avalon Sewer AMEA 05.14.25.pdf
e. Chlorine Room Modification Project
i. Agreement
Chlorine Room Project Agreement.pdf
ii. Notice to Proceed
Notice to Proceed.pdf
iii. Change Order #1
CO No. 1.pdf
f. Collection System Project - Resolution No. 9 - Request for Payment #9, CWSRF Payment #3
Resolution No. 9 - CWSRF No. 3.pdf

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

6. **APPROVAL OF BILLS**
a. May 28, 2025
Board Report 05.28.25.pdf

7. **ADJOURNMENT**

8. **INFORMATION ONLY**
a. Next Meeting - June 11, 2025 at 4:00 P.M.

CHARLES TOWN UTILITY BOARD

Wednesday, May 28, 2025

Regular Meeting

661 South George Street
Charles Town, WV 25414

Approval of May 14, 2025 Regular Meeting Minutes

Attachments:

UB Minutes 05.14.25.pdf

Charles Town Utility Board
Regular Board Meeting
May 14, 2025

The Charles Town Utility Board held a regular meeting on May 14, 2025 at 4:00 P.M. Members of the Board present were John Nissel, Chairman; John Maxey, Vice Chairman (Zoom); Duke Pierson, Treasurer; Heidi Parker, Board Member; and Patrick Kratovil, Board Member. Also present were Kristen Stolipher, Utility Manager; April Shultz, Assistant Utility Manager; Ashley Stottlemyer, Secretary; Robert Rodecker, Legal Counsel (Zoom) and Pasha Majdi, County Commission Liaison (Zoom).

CALL TO ORDER

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

APPROVAL OF MINUTES

Approval of April 23, 2025 Regular Meeting Minutes

The Chairman called for changes or corrections to the April 23, 2025 regular meeting minutes. Mrs. Parker requested staff review the recording to check if Commissioner Majdi attended the meeting and reflect that in the minutes if necessary.

Action: **Motion made by Mr. Pierson, second by Mr. Kratovil, the Board unanimously approved the minutes.**

Approval of April 30, 2025 Special Meeting Minutes

The Chairman called for changes or corrections to the April 30, 2025 special meeting minutes. Mrs. Parker suggested a grammatical revision and add Mr. Kratovil's comments on the Sidewinder agreement.

Action: **Motion made by Mr. Maxey, second by Mr. Pierson, the Board unanimously approved the minutes as amended.**

PUBLIC COMMENT

Public comment was received from Giuliana Broyna.

UNFINISHED BUSINESS

Update on WV PSC Cases - Possible Executive Session under the provision of W. VA Code 6-9a-4(b)(12) - To discuss any matter which, by express provision of federal law or state statute or rule of court is rendered confidential, or which is not considered a public record within the meaning of the freedom of information act as set forth in article one, chapter twenty-nine-b of the code.

i. 25-0079-W-PC - Sidewinder Service Agreement for Mountain Pure Development

Mr. Rodecker provided an update on the case. He filed the Motion to Stay as directed by the Board at the previous meeting. The PSC provided a Second Final Joint Staff Memorandum recommending approval of the agreement, but bring the agreement back for review if any changes occur with Planning Commission decisions. Mrs. Stolipher mentioned the lease agreement should be available for the Board to review before the next meeting.

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

ii. 25-0263-W-C – West Virginia American Water Complaint Case

Mr. Rodecker provided the PSC staff issued a Staff Recommendation today recommending an order requiring WVAW to cease and desist from taking any action to encroach on the service territory of CTUB at that location. He mentioned both parties now have 10 days to file a response and recommended CTUB file a letter concurring with the Staff Recommendation.

Action: **Motion made by Mr. Pierson, second by Mr. Kratovil, the Board unanimously approved directing Mr. Rodecker and Mrs. Stolipher draft and send a letter ASAP to the PSC concurring with the Staff Recommendation.**

PFAS Biosolids Testing Results

Mrs. Stolipher provided the draft policy in the packet incorporating drinking water and comments from Mr. Lewis and Mr. Eckenrode. The Board provided discussions and changes to the draft. Mr. Maxey will incorporate all the suggested changes and provide to the Board for approval next meeting.

Action: **Motion made by Mr. Maxey, second by Mr. Kratovil, the Board unanimously approved tabling the policy until next meeting during which time Mr. Maxey will make provide an updated version to include hyperlinks and a set amount of time with which to take action should a bad result occur.**

NEW BUSINESS

Collection System Project - Resolution No. 7 - Request for Payment #7, CIF Payment #6

Mrs. Stolipher included the pay application for Resolution No. 7, CIF Payment #6 in the amount of $39,434.22 for work completed.

Action: **Motion made by Mr. Pierson, second by Mr. Kratovil, the Board unanimously approved Resolution No. 7 – CIF Payment #6.**

Collection System Project - Resolution No. 8 - Request for Payment #8, CWSRF Payment #2

Mrs. Stolipher included the pay application for Resolution No. 8, CWSRF Payment #2 in the amount of $148,131.00 for work completed.

Action: **Motion made by Mr. Kratovil, second by Mr. Pierson, the Board unanimously approved Resolution No. 8 – CWSRF Payment #2.**

Konica Minolta Bizhub C361i Color Copier/Printer/Scanner Lease

Mrs. Stolipher provided a copy of the 60-month lease for the office copier totaling $4,080.00 per year.

Action: **Motion made by Mrs. Parker, second by Mr. Kratovil, the Board unanimously approved the copier lease.**

Quality Fence Quote for Gate Operator

Mrs. Stolipher provided a quote for the main gate operator control at the Charles Town wastewater treatment plant in the amount of $10,781.00.

Action: **Motion made by Mr. Pierson, second by Mrs. Parker, the Board unanimously approved the quote for the gate operator.**

CTUB Social Media Policy Guidelines - Draft

Mrs. Stolipher provided the draft social media policy for CTUB's new Facebook page. She clarified all social media comments would be directed to the info@ctubwv.com. The Board provided discussions.

Action: **Motion made by Mr. Kratovil, second by Mr. Maxey, the Board unanimously approved the CTUB Social Media Policy Guidelines.**

Chlorine Room Modification Project - Notice of Award

Mrs. Stolipher included the Notice of Award to Snyder Environmental Services in the amount of $388,620.00. She mentioned the first change order will be to remove the crane as discussed last meeting. The Board provided discussions.

Action: **Motion made by Mr. Pierson, second by Mrs. Parker, the Board unanimously approved the Notice of Award as submitted.**

Resolution 2025-01 - FY 2026 Budget - Draft

Mrs. Shultz briefed the Board on the FY 2026 water and sewer operating budgets. She also included the water and sewer Capital Improvement Plan, Bond Payments and Capital Expenditure Budgets. The Board provided discussions.

Action: **Motion made by Mrs. Parker, second by Mr. Pierson, the Board unanimously approved Resolution 2025-01 – FY 2026 Budget.**

MANAGER REPORTS

Utility Manager Report

Mrs. Stolipher provided updates on the Utility Cloud and Edmunds software integration, the 2nd Quarterly Utility Coordination Meeting, completed hydrant flushing, and various ongoing sewer projects. She also participated in Career Day at Wright Denny Elementary, plant tours with Citizens Fire Company and CTUB Day at the wastewater plant. Mrs. Stolipher included a Fluoride Notice in the packet from the WV Department of Health on reporting of fluoride in drinking water.

Chairman Report

The Chairman echoed Mrs. Stolipher' s success of CTUB Day and suggested having another CTUB Day for the general public.

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

Mrs. Parker informed the Board she was contacted by the County Commission to come to their meeting to provide an update on CTUB business. She responded she was not available to attend, but offered meeting minutes to provide updates as she cannot attend another meeting at this time.

Commissioner Madji had questions on the Water Model of the CTUB System that was presented at a previous meeting and Mrs. Stolipher provided a brief update and will share the final report when available.

APPROVAL OF BILLS

April 9, 2025

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

ADJOURNMENT

There being no further business at this time, the Board adjourned the meeting at 5:23 P.M.

INFORMATION ONLY

The next meeting is scheduled for Wednesday, May 28, 2025 at 4:00 P.M. at 661 S. George Street.

John Nissel	Ashley Stottlemyer
Chairman	Secretary

CHARLES TOWN UTILITY BOARD

Wednesday, May 28, 2025

Regular Meeting

661 South George Street
Charles Town, WV 25414

Update on WV PSC Cases - Possible Executive Session under the provision of W. VA Code 6-9a-4(b)(12) - To discuss any matter which, by express provision of federal law or state statute or rule of court is rendered confidential, or which is not considered a public record within the meaning of the freedom of information act as set forth in article one, chapter twenty-nine-b of the code.

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25-0079-W-PC - Sidewinder Service Agreement for Mountain Pure Development

CHARLES TOWN UTILITY BOARD

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25-0263-W-C – West Virginia American Water Complaint Case

CHARLES TOWN UTILITY BOARD

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Regular Meeting

661 South George Street
Charles Town, WV 25414

Biosolids PFAS Policy

Attachments:

Draft BioSolids PFAS Policy.pdf

Charles Town Utility Board

Drinking Water, Wastewater and Biosolids PFAS Monitoring Policy

Purpose

The Charles Town Utility Board (CTUB) is committed to taking all reasonable measures to protect drinking water, public health, farmland, and groundwater from potential Per- and polyfluoroalkyl substances (PFAS) contamination. Publicly owned water and wastewater utilities are "passive receivers" of PFAS since they do not produce or manufacture PFAS, instead these chemicals are present in source waters that processed through treatment facilities which produce drinking water, wastewater effluent and biosolids. Although wastewater influent to the treatment plant is not generated by the utility, the Clean Water Act requires that the utility be responsible for treating it to the applicable standards. This policy affirms the Board's commitment to rigorous monitoring, science-based thresholds, and proactive restrictions to ensure its operations are performed in an environmentally sound manner that safeguards our community and complies with evolving regulatory standards.

Drinking Water PFAS Monitoring

Policy Statement

The EPA has issued final drinking water standards for six types of poly- and perfluoroalkyl (PFAS) compounds. CTUB is committed to meeting the regulations and providing high quality drinking water.

Guiding Principles

1. **Public Health Protection** - Source Water Protection is critical to keeping drinking water supplies safe. Protecting drinking water sources and keeping PFAS away from water supplies is a priority.
2. **Transparency** – Testing results, thresholds, and corrective actions will be publicly reported on the CTUB website.
3. **Regulatory Compliance –** This policy is intended to follow EPA guidance and will adapt to future state or federal regulations.
4. **Proactive Risk Management** – CTUB will take actions to meet the federal regulations. CTUB has already initiated preliminary design of water treatment plant upgrades that will provide treatment of PFAS in the drinking water.

DRAFT

PFAS Thresholds & Land Application Thresholds

EPA set final National Primary Drinking Water Regulations for six (6) PFAS compounds on April 10, 2024 as detailed below:

Compound	Final MCLG	Final MCL (enforceable levels)[1]
PFOA	Zero	4.0 parts per trillion (ppt) (also expressed as ng/L)
PFOS	Zero	4.0 ppt
PFHxS	10 ppt	10 ppt
PFNA	10 ppt	10 ppt
HFPO-DA (commonly known as GenX Chemicals)	10 ppt	10 ppt
Mixtures containing two or more of PFHxS, PFNA, HFPO-DA, and PFBS	1 (unitless) Hazard Index	1 (unitless) Hazard Index

[1] Compliance with MCLs is determined by running annual averages at the sampling point.

PFAS Drinking Water Implementation & Oversight

Annual Testing:

- CTUB will conduct annual testing in accordance with EPA requirements and report results on the CTUB website.

New Sources:

- All new water sources shall be tested for PFAS prior to use.

Biosolids PFAS Monitoring

Policy Statement

CTUB recognizes that biosolids are a valuable resource for agriculture but must be managed responsibly to mitigate risks from PFAS/PFOS contamination. The Board will conduct annual PFAS testing of biosolids generated at its wastewater treatment plant and adhere to application restrictions based on test results. This policy is intended to provide transparency, aligns with EPA recommendations, and prioritizes the long-term protection of Jefferson County's land and water resources. This policy is not intended to create or alter any third-party rights regarding CTUB arising from or related to CTUB's disposal of CTUB's biosolids.

Guiding Principles

1. **Public Health Protection** – Land application of biosolids shall not compromise soil, groundwater, or crop safety due to PFAS contamination.
2. **Science-Based Thresholds** – Application rates will be adjusted or halted based on **tiered PFAS concentrations** (see below), using the most current EPA-certified testing methods.

3. **Transparency** – Testing results, thresholds, and corrective actions will be publicly reported on the CTUB website.
4. **Regulatory Compliance** – This policy is intended to follow EPA interim guidance and will adapt to future state (WVDEP) or federal regulations.
5. **Proactive Risk Management** – If PFAS levels exceed actionable thresholds, CTUB will restrict application and pursue alternative disposal options.

PFAS Biosolids Thresholds & Land Application Thresholds

CTUB recognizes that no West Virginia or Federal guidance exists regarding land application thresholds or restrictions. Nevertheless, until such guidance or other science-based thresholds are developed, CTUB intends to follow the following protocol:

Based on average PFAS concentrations (µg/kg dry weight) from annual testing:

- < 20 µg/kg: No restrictions. Normal application rates permitted.
- 20–50 µg/kg: Application rate reduced to ***≤ 3 dry tons/acre/year***.
- 50–100 µg/kg: Application rate reduced to ≤ 1.5 dry tons/acre/year.
- ≥ 100 µg/kg: ***Land application halted***. CTUB will implement alternative disposal methods (e.g., EPA-approved landfill, thermal treatment, or other EPA/WVDEP approved method) within ninety days.

PFAS Biosolids Implementation & Oversight

Annual Testing:

- CTUB will collect a minimum of three representative samples from its biosolids prior to leaving CTUB's property to be analyzed by an EPA-certified lab. - Results reviewed by CTUB within 30 days of receipt.

Response to Exceedances:

- Levels >20 µg/kg trigger confirmatory testing using the same procedure as above.
- Levels >50 µg/kg trigger notification to WVDEP and landowners of affected land application sites.
- In the event that exceedances occur, CTUB may request that WVDEP investigate whether any of CTUB's industrial users are contributing PFAS to the influent wastewater and request WVDEP take any appropriate action based on its findings.

General Recordkeeping:

- All data retained for 5 years and made publicly available.

DRAFT

Policy Review and Adjustments

Recognizing the rapidly evolving science of PFAS, CTUB will review this policy annually to incorporate:

- New EPA or WVDEP regulations.
- Advances in PFAS treatment or testing technologies.
- Feedback from stakeholders (farmers, health officials, environmental groups).

Conclusion

The Charles Town Utility Board prioritizes the responsible management of its operations with environmental protection, public health and safety. This policy ensures that PFAS risks are systematically monitored, mitigated, and communicated to the public, upholding CTUB's commitment to safe and sustainable utility operations.

DRAFT

CHARLES TOWN UTILITY BOARD

Wednesday, May 28, 2025

Regular Meeting

661 South George Street
Charles Town, WV 25414

FY 2026 Water Budget Revision

Attachments:

Resolution 2025-02 Water Fund Budget Revision.pdf

Charles Town
Utility Board

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

UTILITY BOARD

CHAIRMAN
City of Charles Town City Manager
John Nissel

VICE CHAIRMAN
John Maxey

TREASURER
City of Ranson Mayor
Duke Pierson

SECRETARY
Ashley Stottlemyer

Board Member
Heidi Parker

Board Member
Patrick Kratovil

UTILITY MANAGER
Kristen Stolipher

RESOLUTION NO. 2025-02
CHARLES TOWN UTILITY BOARD

Water Fund Budget Revision
Fiscal Year 2026

WHEREAS, there is need for the Charles Town Utility Board by and for Water and Sewer operations to adopt the revised Water Fund Budget for Fiscal Year 2026;

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

Section 6.15. Operating Budget. The Issuer shall annually, at least thirty (30) days preceding the beginning of each Fiscal Year, or at such earlier date required by its charter or the ordinance of the Board, prepare and adopt by resolution a detailed budget of the estimated revenues and expenditures for operation and maintenance of the System during the succeeding Fiscal Year. The Issuer shall mail copies of such annual budget and all resolutions authorizing increased expenditures for operation and maintenance and shall make available such budgets and all resolutions authorizing increased expenditures for operation and maintenance of the System at all reasonable times to any Holder of Bonds or anyone acting for and in behalf of such Holder who requests the same.

NOW, THEREFORE, BE IT RESOLVED, by the Charles Town Utility Board hereby adopts the revised Water Fund Budget for Fiscal Year 2026, dated May 28, 2025.

CHARLES TOWN UTILITY BOARD

_____
Chairman

Attest:

_____
Dated: May 28, 2025

Charles Town Utility Board
Water Fund
Budget Revision #1
Fiscal Year 2026

	FY 2026 APPROVED BUDGET	FY 2026 BUDGET REVISION #1	FY 2026 PROPOSED BUDGET
OPERATING REVENUES			
Metered Sales - Residential	$ 3,960,000	$ -	$ 3,960,000
Metered Sales - Commercial	1,850,000	-	1,850,000
Metered Sales - Glen Haven/Cavaland	65,000	-	65,000
Bulk Water	40,000	-	40,000
Customer Penalties	90,000	-	90,000
Misc Service Revenue - Reconnection	30,000	-	30,000
TOTAL OPERATING REVENUES	**6,035,000**	**-**	**6,035,000**
OPERATING EXPENSES			
Water Supply & Treatment			
Salaries & Wages	560,000	-	560,000
Materials & Supplies	15,000	-	15,000
Maint of Water Source	60,000	-	60,000
Power & Fuel	170,000	-	170,000
Power & Fuel - GH/CAV	11,000	-	11,000
Chemicals	220,000	-	220,000
Testing	30,000	-	30,000
Material & Supplies - WTP	35,000	-	35,000
Material & Supplies - GH/CAV	6,500	-	6,500
Sludge Hauling	55,000	-	55,000
Maint of Water Treatment Plant	90,000	-	90,000
Maint of Water Plant - GH/CAV	12,000	-	12,000
License Fees & Subscriptions	20,000	-	20,000
Total Water Supply & Treatment	1,284,500	-	1,284,500
Transmission & Distribution - Maint			
Salaries & Wages	485,000	-	485,000
Materials & Supplies	30,000	-	30,000
Maint of Dist Reservior & Standpipes	40,000	70,000	120,000
Maint of Mains	120,000	-	120,000
Maint of Services	210,000	-	210,000
Maint of Meters	360,000	-	360,000
Maint of Hydrants	50,000	-	50,000
Maint/Repair of Equipment	35,000	-	35,000
Total Tranmission & Distribution	1,330,000	70,000	1,410,000
Billing & Accounting Expenses			
Salaries & Wages	212,000	-	212,000
Billing Expense	85,000	-	85,000
Credit Card Processing Fees	120,000	-	120,000
License Fees & Subscriptions	90,000	-	90,000
Bad Debt Expense	15,000	-	15,000
Total Billing & Accounting	522,000	-	522,000
Administrative & General Expenses			
Salaries & Wages	175,000	-	175,000
Director Compensation	2,500	-	2,500
Employee Insurance & Benefits	275,000	-	275,000
Employee Pension - PERS	128,880	-	128,880
Payroll Taxes - FICA	109,739	-	109,739
OPEB	4,572	-	4,572
Employee Pension - 457 Plan	25,925	-	25,925

Charles Town Utility Board
Water Fund
Budget Revision #1
Fiscal Year 2026

	FY 2026 APPROVED BUDGET	FY 2026 BUDGET REVISION #1	FY 2026 PROPOSED BUDGET
Office Supplies & Expense	45,000	-	45,000
Travel, Training, & Education	20,000	-	20,000
Uniform Expense	10,000	-	10,000
Computers - Technology	30,000	-	30,000
Maintenance of General Property	35,000	-	35,000
License Fees & Subscriptions	28,000	-	28,000
Contractual Services - Engineering	30,000	-	30,000
Contractual Services - Accounting	25,000	-	25,000
Contractual Services - Legal	65,000	-	65,000
Contractual Services - Other	60,000	-	60,000
Rental of Office Building	15,300	-	15,300
Transportation Expense	72,000	-	72,000
Property Insurance	95,000	-	95,000
Worker's Comp	23,000	-	23,000
Regulatory Commission Expense	30,000	-	30,000
Misc. General Expense	15,000	-	15,000
Advertising & Publication Expense	5,000	-	5,000
Bond Administration Fees	6,000	-	6,000
Total Administrative & General	1,330,917	-	1,330,917
TOTAL OPERATING EXPENSES	**4,467,417**	**70,000**	**4,547,417**
Operating Income (before Depreciation)	1,567,583	(70,000)	1,487,583
Dep/Amort Exp (Non-cash, not budgeted)	(1,328,615)	-	(1,328,615)
OPERATING INCOME (LOSS)	**238,968**	**(70,000)**	**158,968**
NON-OPERATING REVENUES (EXPENSES)			
Tank Lot Rental Revenue	565,000	-	565,000
Interest Income	310,000	-	310,000
Sinking Fund Income	34,000	-	34,000
Misc. Water Revenue	40,000	-	40,000
Interest on Long-Term Debt	(343,292)	-	(343,292)
TOTAL NON-OPERATING REVENUES (EXP)	**605,708**	**-**	**605,708**
INCOME BEFORE CONTRIBUTED CAPITAL	**$ 844,676**	**$ (70,000)**	**$ 764,676**

Revision #1 - Increase of $70,000 to include tank cleaning proposals received after the FY 2026 budget was approved on 5/14/2025.

CHARLES TOWN UTILITY BOARD

Wednesday, May 28, 2025

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

Water Storage Tank Cleaning Proposals

Attachments:

Tank Cleaning Proposals Rev.pdf

CTUB Water Storage Tank Cleaning				
Company Name	**Address**	**Number of Structures**	**Cost**	**Additional Costs**
Aqueous Infrastructure Management	11 Ridge Hill Road Assonet, MA 02702	**10**	**$ 42,505.00**	Clean up to 3 inches of sediment. Addt sediment $875 per hour.
SE Diving Services, LLC	126 N. Washington Ave Greenville, SC 29611	**10**	**$ 60,800.00**	Clean up to 3 inches of sediment. Addt sediment $500 per inch. Mobilization/demob each trip $1500. Standpipes from 90 feet high require decompression chamber at addt cost.
In Depth, Inc (Diving Services)	1473 Old Haw Creek Road Bunnell, FL 32110	6	$ 24,900.00	Clean up to 3 inches of sediment. Includes up to 1 hour of debris removal per tank at no addt charge. Addt services at $440 per hour.
In Depth, Inc (ROV Services for tall Standpipes)	1473 Old Haw Creek Road Bunnell, FL 32110	4	$ 8,600.00	Addt services at $440 per hour.
	Total In-Depth, Inc.	**10**	**$ 33,500.00**	

AGREEMENT

BETWEEN AQUEOUS INFRASTRUCTURE MANAGEMENT (AIM) AND CHARLES TOWN WATER BOARD, CHARLES TOWN, WV FOR THE INSPECTION AND CLEANING (SEDIMENT REMOVAL) OF TEN (10) WATER STORAGE TANKS FOLLOWS:

Charles Town Water Board, Charles Town, WV agrees to have Aqueous Infrastructure Management, Co. (AIM) perform the above-mentioned work as per the conditions/terms and costs stated on the proposal dated May 12, 2025

PERSONNEL: Divers / Tenders
Complete Sterile Inspection/Cleaning Dive Station

SUBMITTALS: Free unlimited 24/7 access to AutoStructure for 1-year upon completion of the work.
***Hard copies of your reports can be printed directly from this cloud platform**.*

PRICE: While mobilized in ***West Virginia in 2025, during one mobilization:***

In Service Inspection and Cleaning of Ten (10) Structures

• Route 9 – 500TG Steel WST (90'H x 50'D)	$4,250.00
• Avis St. – 500TG Steel WST (75'H x 35'D)	$4,250.00
• Keys Ferry – 500TG Steel WST (150'H x 25'D)	$4,250.00
• 6th Ave. (Standpipe) – 333TG Steel WST (100'H x 25'D)	$4,250.00
• 6th Ave. (Elevated) – 130TG Steel WST (90'H x 50'D)	$4,250.00
• Huntsfield – 260TG Steel WST (170'H x 30'D)	$4,250.00
• Locust Hill – 500TG Steel WST (125'H x 25'D)	$4,250.00
• Northern High – 360TG Steel WST (110'H x 25'D)	$4,250.00
• Clearwell – 125TG Concrete WST (13'H x 43' L x 30' W)	$4,250.00
• Additional Storage Tank (30'H x 79'D)	$4,255.00

Total: $42,505.00 ☐

THE FOLLOWING ADD-ON SERVICES CAN BE PROVIDED FOR THE ADDITIONAL PRICE LISTED BELOW:

☐ Ultrasonic Thickness Testing: $390.00 ☐ Real-Time Video with DVD: $390.00

☐ Filter bag(s) & capturing of sediment: $450 / per bag ☐ Disposal Offsite: Cost + 20% Markup

- ***Deliverable requirements included: All State and local requirements for divers and equipment will be followed.***
- ***Price does not include prevailing wages. If prevailing wages are required, please provide current prevailing wage rates and the proposal will be revised accordingly.***
- ***If Aqueous field personnel determine any of the structures are unsafe to climb, it is the responsibility of Charles Town Water Board to secure a lift to safely ascend the structure. These structures will be invoiced regardless of if work is completed. All tanks are required to be in compliance with OSHA 1910.28 Personal Fall Arrest & Ladder Safety Systems.***
- ***This proposal is for inspection and sediment removal up to 3 inches. Sediment levels and some sediment types may require additional time to remove. Should Aqueous Infrastructure Management (AIM) be required to spend additional time beyond the allocated time and scope for this project, the following hourly rate will be incurred: $875/per hour. Any time approved by the customer beyond the initial scope will be billed accordingly.***
- ***Please have this structure as full as possible for both safe entry and to allow for suction on pumps for sediment removal process. Typically, AIM requires the water to be no more than 10-15 feet below overflow level. However, according to OSHA guidelines if the structure to be inspected and cleaned is a standpipe exceeding 100' the water level within the structure will have to be lowered and maintained between 97'-99' at all times throughout the inspection and cleaning.***
- ***If removing sediment, please have a discharge location available at project commencement. You will be required to sign off on the selected discharge location once our crew arrives. Should capturing or sediment, dechlorination of water or another means of discharge be required, we will need to know at this time. Additional discharge options may incur an additional fee.***
- ***Please make sure access roads, gates and sites are suitable for a truck and trailer to navigate.***

TERMS AND CONDITIONS: *All sites must be maintained to allow a truck and trailer to mobilize to within 25' of the tank, allowing access around the circumference of the tank, and have good, sound ladder access to the rooftop. *All entry hatches must function allowing internal access to each tank and personnel must be available to mobilize to site locations. If this structure or any structure to be inspected have only bolt-on entry hatches, these bolt-on entry hatches must be removed prior to our arrival and re-secured by the customers personnel at the completion of this project. The term "cleaning" refers to the removal of accumulated precipitate. Services beyond the removal of precipitate in terms of cleaning may incur an additional cost. It is the responsibility of the customer to provide AIM with a location for discharge for all cleaning projects (sediment removal) Note: The term "one mobilization" refers to allowing AIM access to all site(s) at all times throughout the project. Should operations not allow for complete access to all site(s) throughout the entire project, an additional charge shall be incurred. *I understand that in the event that the above-referenced terms and conditions are not met upon AIM. arrival on-site, the above hourly rate shall be incurred until such time that the terms and conditions are met, and AIM is able to commence operations. Your signature indicates that unless a 48-hour written notice of cancellation on mutually agreed date is provided, the client agrees to AIM invoicing 50% of the project lump sum cost and payable within 15 days from the date of cancellation/invoice. Once paid and not until then, the project is eligible for re-scheduling. At the completion of the project on its re-scheduled date, client agrees to pay the remaining 50% of the project cost within 15 days from the date of project completion/final invoice.

BY SIGNING BELOW, I AM ACKNOWLEDGING THAT I HAVE READ AND UNDERSTAND THE ABOVE STATED TERMS AND CONDITIONS OF THIS AGREEMENT.

PAYMENT TERMS: **NET 15 DAYS** (Aqueous offers a 10% discount if paid in full within 3 business days of the completed project)
ACH PAYMENTS PREFERRED (Please contact our office to make arrangements)
If paying by check, payment must be sent via Fed-Ex. (AIM will provide a prepaid label)

IN ACCEPTANCE OF AFOREMENTIONED AGREEMENT:



Aqueous Infrastructure Management (AIM)
Signature of Authorized Representative

President — May 12, 2025
Title — Date

Charles Town Water Board, Charles Town, WV
Signature of Authorized Representative

Title — Date

SE Diving Services, LLC
126 N. Washington Ave.
Greenville, SC 29611
864-220-3481 F: 864-220-3485
Email: sedivingllc@gmail.com

[redacted]

May 13, 2025

Charles Town Utility Board
15527 Charles Town Road
Charles Town WV 25414

[redacted]

Proposal: Inspect/clean 10 Potable Water Tanks Charles Town WV

The following outlines our conditions of work.

6th Ave	Elevated	Steel	500kg	
Avis St.	Standpipe	Steel	500kg	35'd x 75'h
NHZ	Standpipe	Steel	1MG	25'd x 110'h (Water Depth 85-97) Antennas
Storage	Ground	Concrete	1MG	79'd x 30'h Baffles
Rt9	Elevated	Steel	500kg	50'd x 90'h
6th Ave	Standpipe	Steel	350kg	25'd x 100'h (Water Depth 90)
Keyes Ferry	Elevated	Steel	500kg	55'd x 147'h Antennas
Locust Hill	Standpipe	Steel		25'd x 140'h (Water depth 135)
Huntfield		Concrete	263kg	30'd x 170'h (Tank on a stand 29' depth)
Clearwell	In-ground	Concrete		29'x43'x13'deep

6th Ave	$5,200.00
Avis St.	$5,200.00
NHZ	$6,200.00 *
Storage	$5,700.00
Rt9	$5,200.00 *
6th Ave	$5,700.00 *
Keyes Ferry	$6,500.00
Locust Hill	$5,700.00 *
Huntfield	$5,200.00
Clearwell	$4,200.00

*May require decompression chamber at additional cost

Mobilization/demob each trip: $1,500. Two round trips $6,000.00

TOTAL $60,800.00

Clean up to 3 inches of sediment. Additional sediment $500 per inch as measured in tank.

Conditions:

- Mobilization for each trip necessary
- All work on video for utility to view in real time.
- A video record DVD will be provided following cleaning
- Repairs at $750 per hour plus parts
- All tanks may remain in service cleaning and touchup
- All tanks to be full at time of inspection (within 3 feet of hatch)
- Written reports to follow within 4 weeks.

1. During service water and weather conditions must be safe.
2. Tank must be full at time of inspection and/or cleaning (within 3 feet of hatch). Failure to have tank filled will result in a charge of $375 per hour while crew waits for proper water level for service.

In Depth Inc.
1473 Old Haw Creek Road
Bunnell, FL 32110
(386) 202-2771

Charles Town Water

Phone: 304-725-2316

Contract # WV - 0022

Attn: [redacted]
661 South George Street
Charles Town, WV 25414

Cell: [redacted]

Email: [redacted]

Date: 5//2025

Diving Services for Cleaning and Inspection of Potable Water Tanks

Tanks	Tank Description	Additional Information	Scope of Work To Include
1	Route 9 EWT 500KG 90' high x 50' diameter x 40' deep	Discharged water will NOT require de-chlorination or sediment bags	**Clean and Inspect** Up to three (3) inches of sediment removal from the tank floors. Includes up to one hour of debris removal per tank at no additional charge.
1	Plant Clearwell 125KG Concrete 13' deep x 29' wide x 43' long	Discharged water and sediment may be released onto nearby ground.	Visual inspection of the interior and exterior of the tank.
1	Keyes Ferry EWT 500KG 147' high x 60' diameter		Written report with photos and a DVD of the dive.
1	6th Avenue EWT 130KG 90' high x 50' diameter		
1	Huntsfield EWT 170' high x 30' diameter		

In Depth Inc.
1473 Old Haw Creek Road
Bunnell, FL 32110
(386) 202-2771

Diving Services for Cleaning and Inspection of Potable Water Tanks

Tanks	Tank Description	Additional Information	Scope of Work To Include
1	Storage Tank 1MG Concrete 30' tall x 79' diameter	Discharged water will NOT require de-chlorination or sediment bags	**Clean and Inspect** Up to three (3) inches of sediment removal from the tank floors. Includes up to one hour of debris removal per tank at no additional charge.
		Discharged water and sediment may be released onto nearby ground.	Visual inspection of the interior and exterior of the tank.
			Written report with photos and a DVD of the dive.

Proposal Total: $24,900.00

Daily rate to be expected on 8hr. work day

The proposal price listed above is valid for 90 days from date shown.
Proposals signed and returned to In Depth Inc. are valid for one year from date of acceptance.
NOTE: *All reports will be signed and sealed by Florida (PE) engineer (if required).*
In Depth Inc is a Certified DBE & MBE Florida Small Business.

Payment terms: 1% Ten Days, Net 30 Days. 1.5% interest will be charged on all accounts past 30 days.

This contract is based on a unit price which includes one time mobilization to and from the project site, set- up and breakdown of equipment, preparation for dive and diving services. Diving services will include all work or services specified within this proposals "scope of work". Video documentation or written report maybe provided as

an additional cost if not already included in proposed scope of work. All Inspection reports and project data will be emailed or shared electronically. If physical copy of records or reports are required, additional surcharge fee of $50.00 per report or USB will be applied to final invoice.

If additional services or repairs are required, the client will need to provided written request for services. This includes any services not already specified in the proposed scope of work, such as; removal of sediment with abnormal consistency (clay, calcium, lime, rocks, pebbles, mud, etc.), excess amount of sediment removal (exceeding 2 inches from floor), wall or vertical surface cleaning, or any miscellaneous repairs / services not already included. Any additional services will be performed at the rate of $440.00 per hour, plus the cost of any material needed. This rate will also apply to any additional working hours on-site that exceed the 8hr proposed working day or daily rate. If the specified scope of work is required to be performed on a weekend and/or Holiday, an additional $850.00 surcharge will be applied per day.

In Depth Inc. will provide all personnel and equipment necessary to perform diving services in the above referenced tank(s) or reservoir(s). We will provide your utility with a written report as well as a narrated color video for the services performed. The tank(s) or reservoir(s) will be cleaned and inspected and meet the requirements according to FL DEP Rule 62-555.350, American Water Works Association (AWWA), NACE, SSPC, ASNT, ACI and AWS standards.

- **All divers employed by In Depth Inc. are certified Commercial Divers.**
- **In Depth Inc. is fully bondable and insured.**
- **In Depth Inc. is a Certified DBE & MBE Florida Small Business**
- **All equipment entering the tanks will be disinfected with a minimum of 200 ppm Chlorine.**
- **Schedule dates are tentative and are subject to change.**
- **In Depth Inc reserves the right to sub-contract any or all of these services out to another contractor of choice.**
- **If In Depth Inc. dive team is required to stop working or is delayed working due to unforeseen circumstances or any reasons beyond our control (i.e. no utility personnel on-site, inability to access designated work site, low water level, etc.) a down-time charge of $440.00 per hour will be charged.**
- **A fee based on $440.00 per hour will be charged if we are unable to get our truck and trailer to a tank location. We will use portable dive gear and cleaning equipment to complete the job. Please understand that use of utility vehicles or equipment may be necessary to get our equipment to a tank.**
- **In Depth Inc. makes every attempt to obtain complete information from customers prior to the presentation of bids concerning fees required for municipal licenses, registration fees, Sales Tax or Use Taxes in your area. These items are identified on your contract. In the event that additional fees are discovered or charged, after the bid has been submitted, these charges will be added to the stated contract amount when billed.**
- **With client's approval they grant In Depth Inc a non-exclusive, royalty-free license to use any images or likenesses of the Client captured during the service that In Depth Inc provides for promotional and marketing purposes, including but not limited to, use on websites, social media platforms, and email campaigns. Furthermore, the Client consents to being added to In Depth Inc's mailing list to receive promotional communications and updates, in accordance with applicable data privacy regulations unless written non-consent is provided**
- **Provision for Other Agencies - Unless otherwise stipulated by In Depth Inc, In Depth Inc., agrees to make available to all Government agencies, departments, and municipalities the quoted prices submitted in accordance with said maintenance contract terms and conditions therein, should any said governmental entity desire to buy under this proposal. Eligible Users shall mean all state agencies, legislative and judicial branches, political subdivisions (counties, district school boards, colleges, municipalities, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the contract. The client binding this contract shall not be liable for the obligations of another agency which uses this maintenance contract under this provision.**

Misti Moody, Regional Account Manager Date:____/____/_____

Approval initial:____

To accept, please sign and date proposal, then scan and Email both pages to: *misti@indepthservicesinc.com*

_____ _____
Printed Name and Title Date

_____
Signature

Completion Date – With acceptance this work will be completed at a mutually acceptable date within one year. If the budgeted funds for this work has to be used by a specific date, please indicate the date here:_____/_____/_____

Important Information: Please Read and Show Acceptance

Water Level and Accessibility - Please initial below that you have been advised, and understand, the entry point must be at least 24" in diameter and all structures must be filled to their maximum level prior to the dive teams' arrival. A $2,000.00 cancellation trip charge will be levied if the team is unable to work due to lowwater level or any access issues what so ever, including; inaccessible roadways, access hatch size to small,high radio/antenna frequency levels, or unsafe / inaccessible ladders.

Utility Representative Initial Here _____

Structure Information – Please initial below to verify the type of structure, dimensions or information listed in the proposal is accurate. If the structure dimensions or information is not accurate as listed then additional costs may be added.

Utility Representative Initial Here _____

In Depth Inc.
1473 Old Haw Creek Road
Bunnell, FL 32110
(386) 202-2771

Charles Town Utilities

[redacted]

Attn: [redacted]
661 South George Street
Charles Town, WV 25414

Contract # WV-0023

Date: 5/19/2025

ROV Services for Inspection of Potable Water Tanks

Tanks	Tank Description	Additional Information	Scope of Work To Include
1	**Avis Street Standpipe** 150KG 75' tall x 35' diameter	ROV will undergo full disinfection process before entering into water.	**Inspect Only** ROV will enter into water performing video recorded inspection Visual inspection of the interior and exterior of the tank. Written report with photos and a DVD of the dive.
1	**NHZ Standpipe** 360KG 110' tall x 25' diameter		
1	**6th Avenue Standpipe** 350KG 100' tall x 25' diameter		
1	**Locust Hill Standpipe** 515KG 140' tall x 25' diameter		

Proposal Total: $8,600.00

Daily rate to be expected on 8hr. work day

The proposal price listed above is valid for 90 days from date shown.
Proposals signed and returned to In Depth Inc. are valid for one year from date of acceptance.
NOTE: *All reports will be signed and sealed by Florida (PE) engineer (if required).*
In Depth Inc is a Certified DBE & MBE Florida Small Business.

Payment terms: 1% Ten Days, Net 30 Days. 1.5% interest will be charged on all accounts past 30 days.

This contract is based on a unit price which includes one time mobilization to and from the project site, set- up and breakdown of equipment, preparation for dive and diving services. Diving services will include all work or services specified within this proposals "scope of work". Video documentation or written report maybe provided as an additional cost if not already included in proposed scope of work. All Inspection reports and project data will be emailed or shared electronically. If physical copy of records or reports are required, additional surcharge fee of $50.00 per report or USB will be applied to final invoice.

If additional services or repairs are required, the client will need to provided written request for services. This includes any services not already specified in the proposed scope of work, such as; removal of sediment with abnormal consistency (clay, calcium, lime, rocks, pebbles, mud, etc.), excess amount of sediment removal (exceeding 2 inches from floor), wall or vertical surface cleaning, or any miscellaneous repairs / services not already included. Any additional services will be performed at the rate of $440.00 per hour, plus the cost of any material needed. This rate will also apply to any additional working hours on-site that exceed the 8hr proposed working day or daily rate. If the specified scope of work is required to be performed on a weekend and/or Holiday, an additional $850.00 surcharge will be applied per day.

In Depth Inc. will provide all personnel and equipment necessary to perform diving services in the above referenced tank(s) or reservoir(s). We will provide your utility with a written report as well as a narrated color video for the services performed. The tank(s) or reservoir(s) will be cleaned and inspected and meet the requirements according to FL DEP Rule 62-555.350, American Water Works Association (AWWA), NACE, SSPC, ASNT, ACI and AWS standards.

- **All divers employed by In Depth Inc. are certified Commercial Divers.**
- **In Depth Inc. is fully bondable and insured.**
- **In Depth Inc. is a Certified DBE & MBE Florida Small Business**
- **All equipment entering the tanks will be disinfected with a minimum of 200 ppm Chlorine.**
- **Schedule dates are tentative and are subject to change.**
- **In Depth Inc reserves the right to sub-contract any or all of these services out to another contractor of choice.**
- **If In Depth Inc. dive team is required to stop working or is delayed working due to unforeseen circumstances or any reasons beyond our control (i.e. no utility personnel on-site, inability to access designated work site, low water level, etc.) a down-time charge of $440.00 per hour will be charged.**
- **A fee based on $440.00 per hour will be charged if we are unable to get our truck and trailer to a tank location. We will use portable dive gear and cleaning equipment to complete the job. Please understand that use of utility vehicles or equipment may be necessary to get our equipment to a tank.**
- **In Depth Inc. makes every attempt to obtain complete information from customers prior to the presentation of bids concerning fees required for municipal licenses, registration fees, Sales Tax or Use Taxes in your area. These items are identified on your contract. In the event that additional fees are discovered or charged, after the bid has been submitted, these charges will be added to the stated contract amount when billed.**
- **With client's approval they grant In Depth Inc a non-exclusive, royalty-free license to use any images or likenesses of the Client captured during the service that In Depth Inc provides for promotional and marketing purposes, including but not limited to, use on websites, social media platforms, and email campaigns. Furthermore, the Client consents to being added to In Depth Inc's mailing list to receive promotional communications and updates, in accordance with applicable data privacy regulations unless written non-consent is provided**
- **Provision for Other Agencies - Unless otherwise stipulated by In Depth Inc, In Depth Inc., agrees to make available to all Government agencies, departments, and municipalities the quoted prices submitted in accordance with said maintenance contract terms and conditions therein, should any said governmental entity desire to buy under this proposal. Eligible Users shall mean all state agencies, legislative and judicial branches, political subdivisions (counties, district school boards, colleges, municipalities, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the contract. The client binding this contract shall not be liable for the obligations of another agency which uses this maintenance contract under this provision.**

Misti Moody, Regional Account Manager Date:____/___/_____

Approval initial:____

To accept, please sign and date proposal, then scan and Email both pages to: *misti@indepthservicesinc.com*

_____ _____

Printed Name and Title Date

_____

Signature

Completion Date – With acceptance this work will be completed at a mutually acceptable date within one year. If the budgeted funds for this work has to be used by a specific date, please indicate the date here:_____/_____/_____

Important Information: Please Read and Show Acceptance

Water Level and Accessibility - Please initial below that you have been advised, and understand, the entry point must be at least 24" in diameter and all structures must be filled to their maximum level prior to the dive teams' arrival. A $2,000.00 cancellation trip charge will be levied if the team is unable to work due to lowwater level or any access issues what so ever, including; inaccessible roadways, access hatch size to small,high radio/antenna frequency levels, or unsafe / inaccessible ladders.

Utility Representative Initial Here _____

Structure Information – Please initial below to verify the type of structure, dimensions or information listed in the proposal is accurate. If the structure dimensions or information is not accurate as listed then additional costs may be added.

Utility Representative Initial Here _____

3. Tank must be accessible for a truck and 16-foot trailer, and must have proper safety ladders and climb protection.
4. Tanks must have entry hatch minimum 24" square with internal and external ladders. Additional costs for tanks without internal ladders.
5. Tank must be free from insects. Should conditions exist that prohibit the service team from gaining access to a tank, a charge of 50 percent of the service fee plus mob/demob will be applied.
6. If any information provided to us is incorrect or if any problems exist that inhibit our ability to complete the job on a timely schedule, then we will notify you of the problem and reserve the right to add on to the quote based on our estimate of the additional time it will take to complete the work. Time delays are based on $250 per hour. If this situation arises, you will be notified of the problem prior to our completing the work. This paragraph only applies to any problems that are your responsibility and does not apply to any potential problems that we may encounter with our equipment or with our ability to complete the job.
7. Placement and disposal of effluent removed from the reservoir is done at the direction of the district, pumped within 250 feet of tank. Use of an environmental containment bag or pumping longer distances subject to additional charges which will be discussed before cleaning begins..
8. Quotes for cleaning assume that the sediment is normal material (such as silt, flocculated material, insects, light sand, manganese, rust, etc.) found in potable water reservoirs and that it is easily removed by our vacuum system. If the sediment is heavy sand, hard lime or other difficult to remove material and must be removed by a smaller vacuum or by hose nozzle, then add $750 per hour for cleaning. If the material has to be removed by hand and manually hauled to the entry hatch, then add an additional $750 per hour (after the first hour) for the time it takes to remove this additional material.
9. We clean all submerged horizontal and angled berm or sloped surfaces. We do not clean any vertical surfaces or surfaces that are out of the water.
10. If special handling, or filtration of discharged water is required, there will be additional charges for cost of materials and/or equipment. This must be quoted separately.

NOTIFICATION: It is the utility's responsibility to notify state regulatory agencies. If you wish for us to make that notification, please advise us at least two weeks prior to start of work.

All inspections are done according to ASNT/NACE/AWWA standards.
AWWA's C652-92 *standard*..requires that equipment, including divers in rubber suits, be sprayed with a chlorine solution of no less than 200 ppm before being introduced into potable water reservoirs.

The formula SE Diving uses is: no less than 4 oz.of a six (6) percent chlorine bleach per two gallons of water to form our disinfectant solution at a minimum strength of 200 ppm.. All equipment used in potable water tanks is reserved solely for use in potable water and is not used in other applications.

Our inspection procedure includes the following checklist:

Exterior Ladder	Exterior Reservoir Overall Appearance & Condition
Entry Hatch	Side Vents & Screens
Interior Ladder	Roof Vents & Screens
Floor and Coating	Interior Walls and Coating
Installed Sensors	Manual Level Indicator
Chlorine Injection System	Floor-to-Wall Seams
Overflow	Fill/Discharge
Man Entry	Scour/Drain
Catholic Protection	Water Tap
Ceiling	Floor Seams and Integrity of Previous Repairs
Support Columns	Measurement and Sampling of Bottom Sediment or Debris

REPAIRS $750 per hour plus materials. For coating repair in steel tanks, the material cost amounts to $200 per gallon of epoxy (Kit equal one gallon each of two parts). The material we use is a two-part underwater epoxy. Each rust holiday or blister is wire-brushed to bare metal using pneumatic tools and the epoxy is applied over the area. The epoxy chemically bonds to the steel, displaces water, and remains intact with greater bond that the original coating. This epoxy is also used for repairs in concrete tanks. All of our repair, sealing and coating materials have met or exceed the following standards:

NSF 60 & 61	-	Approved for use in, or in contact with, potable water
EPA	-	Approved for use in, or in contact with, potable water
USDA	-	Approved for use in, or in contact with, potable water

INSURANCE: SE Diving provides $1 million in general liability insurance for our mutual protection. Higher limits may be furnished at additional costs.
TERMS: Net 10 days upon completion of project. Accounts not paid within twenty (20) days of billing will accrue interest at the maximum legal rate. In the event collection procedures are instituted to secure payment of any debt created hereunder, applicant hereby agrees to pay all costs of collections, including reasonable attorney's fees.

SE Diving Services, LLC.
BY: Steve Burdsal, Managing Member

ALL QUOTATATIONS VALID FOR 30 DAYS

CHARLES TOWN UTILITY BOARD

Wednesday, May 28, 2025

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

Sleepy Hollow Mainline Extension Request

Attachments:

Sleepy Hollow.pdf

CTUB NEARBY UTILITIES TO SLEEPY HOLLOW DEVELOPMENT

EX. 8" SEWERMAIN AT PLUM TREE LANE

EX. 10" WATERMAIN AT CIDER LANE

SUBJECT PARCEL

CRANES LN

Cranes Lane (2-14)

HICKORY LN

YORK RD

WALNUT RD

CIDER LN

ORCHARD DR

TURF LN

AMBROSE DR

BOUNDARY ST

E 14TH AVE

E 13TH AVE

E 12TH AVE

N REYMANN ST

E 11TH AVE

N PRESTON ST

E 10TH AVE

SILVERWOOD DR

BAYSHIRE AVE

GRASSDALE ST

SUMMERS CT

AUTUMN DR

BURNS ST

N MILDRED ST

E BELTLINE AVE

PRESTON PL

W BELTLINE AVE

N FAIRFAX BLVD

E 7TH AVE

W 7TH AVE

E 6TH AVE

W 6TH AVE

W 5TH AVE

S GEORGE ST

W 4TH AVE

S FAIRFAX BLVD

S MILDRED ST

E 4TH AVE

E 3RD AVE

E 2ND AVE

S MINERAL ST

EVITTS DR

MARL DR

MCDONALD ST

W 3RD AVE

W 2ND AVE

SAMUEL ST

N GEORGE ST

E 1ST AVE

VALLEY BRANCH DR

ROSEMONT WAY

N LAWRENCE ST

VALLEY PL

3012 3017 3010 3030 3018 3015 3029 3005 3028 3013 1145 1247 1243 1139 1214 1140 1215 1187 1182 1150 1079 1076 1246 1077 1075 1078 1148 1115 1151 1101

Legend

- Hydrants
- Waterline
- Gravity
- ForceMain
- Manhole
- Road

0 300 600 1,200 US Feet

N

DENSITY SUMMARY

(TOTAL PROPOSED LOTS = 770 UNITS)

UNIT SIZE

(135) SFD (42'X58') (17.6%)
(345) SFA (20'X50') (44.8%)
(112) SFA (16X50') (14.5%)
(178) COTTAGE (35'X35') TO (28'X 50') (23.1%)

PROPOSED LOTS SIZE

- SFD (58'X105')
- SFA (20'X105')
- SFA (16'X105')
- COTTAGE (51'X95') TO (46'X95')

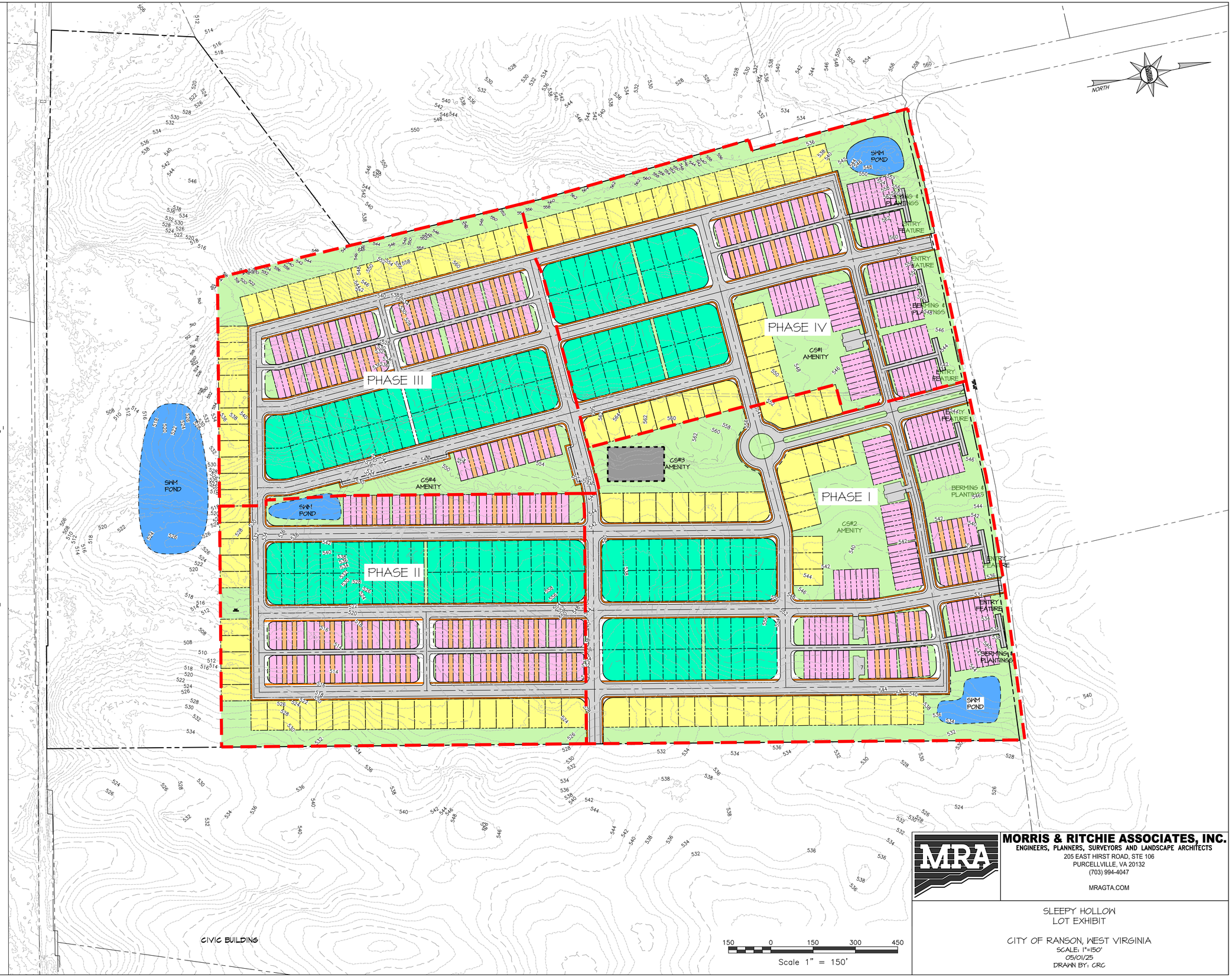
BREAKDOWN BY PHASE

PHASE I
SFD - 42 LOTS
SFA - 116 LOTS (96-20' TH, 20-16' TH)
COTTAGE - 48 LOTS

PHASE II
SFD - 30 LOTS
SFA - 133 LOTS (91-20' TH, 42-16' TH)
COTTAGE 48 LOTS

PHASE III
SFD - 29 LOTS
SFA - 97 LOTS (61-20' TH, 36-16' TH)
COTTAGE 42 LOTS

PHASE IV
SFD - 34 LOTS
SFA - 111 LOTS (97-20' TH, 14-16' TH)
COTTAGE - 40 LOTS



MORRIS & RITCHIE ASSOCIATES, INC.
ENGINEERS, PLANNERS, SURVEYORS AND LANDSCAPE ARCHITECTS
205 EAST HIRST ROAD, STE 106
PURCELLVILLE, VA 20132
(703) 994-4047
MRAGTA.COM

SLEEPY HOLLOW
LOT EXHIBIT

CITY OF RANSON, WEST VIRGINIA
SCALE: 1"=150'
05/01/25
DRAWN BY: CRC

CHARLES TOWN UTILITY BOARD

Wednesday, May 28, 2025

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

Avalon Water and Sewer Mainline Extension Agreements

Attachments:

Avalon Water AMEA 05.14.25.pdf
Avalon Sewer AMEA 05.14.25.pdf

ALTERNATE MAINLINE WATER SYSTEM AGREEMENT

THIS AGREEMENT (the "Agreement") is made and effective this ___ day of _____ 2025, by and between the **CITY OF CHARLES TOWN, by and through the CHARLES TOWN UTILITY BOARD,** (hereinafter, the "CTUB") and **LGI HOMES – WEST VIRGINIA, LLC** (hereafter " the DEVELOPER").

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

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

WHEREAS, the DEVELOPER is planning to develop certain lands known as Avalon – Section 1 Subdivision ("the Development") situated within CTUB's service territory; and:

WHEREAS, the Development will be located along Old Charles Town Road, approximately 0.66 miles southeast of the intersection with Berryville Pike; and

WHEREAS, the DEVELOPER intends to construct up to 102 Single Family and 85 Town Homes; and

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

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

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

WHEREAS, the DEVELOPER intends to construct On-site and Off-site water distribution facilities, on, in the area near to, or adjacent to the Development as approved by CTUB on the Development's Preliminary Plat including approximately 8,700 LF of 8" water line, to the point of connection to the existing CTUB water system, along with the associated service laterals, valves and appurtenances to serve the Residential Lots, which will connect to the water distribution system of CTUB; and,

WHEREAS, the DEVELOPER has read Rule 7.5 of the Public Service Commission's Rules for the Government of Water Utilities that became effective on March 10, 2025, in its

DRAFT

entirety, understands the Rule and chooses to enter into this alternate main line extension agreement.

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

ARTICLE I

DESIGN

Section 1.01. The DEVELOPER hereby agrees to employ qualified professional engineers to design the On-site and Off-site water distribution system (collectively referred to herein as "Water Distribution System") for the DEVELOPER'S project, as described in general herein. All designs will be developed at the DEVELOPER'S expense and comply with CTUB's Water System Specifications. All designs shall be reviewed and approved by CTUB's engineer prior to submission to the West Virginia Bureau for Public Health for permits to construct and prior to the commencement of construction. Neither CTUB nor its engineers or agents shall bear any financial or any other responsibility for the design and construction of the Water Distribution System (the design and construction of the Water Distribution System shall be collectively referred to as the "Project"). The DEVELOPER further agrees to reimburse CTUB for Project costs to plan, design and inspect the construction of any transmission mains required to convey water from the system to the Development.

Section 1.02. The DEVELOPER shall, at his own expense, submit the plans and specifications to the appropriate State, Federal, and local agencies for their approval. CTUB shall bear no financial or other responsibility for the design of the Water Distribution System. The DEVELOPER shall make such changes as are required by said agencies, at the DEVELOPER'S expense. If requested, plans and specifications shall be submitted to the Commission for review.

Section 1.03. CTUB shall have the right to inspect and approve prior to the start of construction under this Agreement the design and specifications of the Water Distribution System, to ensure that the DEVELOPER'S system satisfactorily stores and distributes the water within the Development area in accordance with current and future applicable regulations and the terms of this Agreement, minimizes leakage, and is designed using sound engineering standards. CTUB may require such revisions of said plans and specifications as CTUB feels is necessary before giving said prior approval. The DEVELOPER must receive said prior approval of CTUB in writing before the DEVELOPER may start construction.

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ARTICLE II

CONSTRUCTION AND INSPECTION

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

Section 2.02. The DEVELOPER shall, with the cooperation and support of CTUB, obtain all necessary rights-of-way, real property, easements and take all other such actions, including but not limited to, legal action, as are necessary to complete the Water Distribution System, at the DEVELOPER'S own expense. CTUB shall, at the request of the DEVELOPER, take such actions as are permitted by law to aid in obtaining the necessary rights of way, real property or easements on land not owned by the DEVELOPER, including, but not limited to, legal actions. The cost of said actions requested by the DEVELOPER, including amounts paid to property owners for the required real estate and easements as well as all litigation costs and taken by CTUB shall be borne by the DEVELOPER.

Section 2.03. CTUB shall bear no financial or other responsibility for the construction of the Water Distribution System. However, prior to the substantial completion of the construction of the Water Distribution System or phase thereof CTUB shall have the right to inspect and approve prior to the implementation of service under this Agreement, the construction of the Water Distribution System to ensure that: 1) water will be satisfactorily stored and distributed within the Development in accordance with current and future applicable regulations and the terms of this Agreement, and 2) that leakage will be minimized, and 3) that the system was constructed using sound engineering and construction standards, and using materials in compliance with the CTUB'S standards and specifications.

Section 2.04. The DEVELOPER will be required at his expense to conduct pressure tests and water quality and safety tests in accordance with the laws of the State of West Virginia

and the regulations of the West Virginia Bureau of Public Health. In conjunction with the testing and prior to placing it in service, the system will be cleaned, flushed and disinfected with the applicable standards and methods of the American Water Works Association and the West Virginia Bureau of Public Health

Section 2.05. CTUB shall have the right to inspect all work of the DEVELOPER, and its contractors, during all phases of construction to insure adequate installation of the system. The DEVELOPER shall insure that each customer connected to the Water Distribution System at the time of transfer of ownership shall have a water meter installed. Said water meters, and their installation, must be approved by CTUB. The Developer shall pay CTUB for its construction inspection services. Inspection services shall be no more than $1,500.00 per week for full-time inspection services for water installation.

Section 2.06. At the conclusion of construction, The DEVELOPER shall provide to CTUB a complete set of reproducible copies of the record drawings of the completed construction for the mainline extension, signed and sealed by the engineer who prepared the plans. Also, the DEVELOPER shall provide CTUB with executed easements for all water distribution systems. WATER SERVICE FROM THE MAINLINE EXTENSION COVERED BY THIS AGREEMENT WILL NOT BE GRANTED UNTIL THE "RECORD DRAWINGS" AND THE EXECUTED EASEMENTS ARE RECEIVED BY CTUB.

Section 2.07 At all times during the construction of said Water Distribution System, or Phase thereof if the project is phased, the DEVELOPER shall maintain sole ownership of said Water Distribution System.

Section 2.08 The DEVELOPER shall complete the Project covered by this Agreement within five (5) years from the date of this Agreement. Failure to do so may make this Agreement null and void as to any uncompleted portions of the mainline extension. CTUB reserves the right to require the DEVELOPER to enter into a new agreement, have a design review and secure new permitting for the completion of the Project if sufficient proof can be demonstrated that rules, regulations or surrounding conditions have changed during the five (5) year time frame. Any new agreement will require the approval of the Public Service Commission.

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ARTICLE III

TRANSFER OF OWNERSHIP

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

Section 3.02. Upon receipt of the written notice described in Section 3.01, the CTUB shall have ninety (90) days to inspect said water distribution system or phase thereof and any additional tests, at CTUB'S expense, as CTUB feels are appropriate and necessary to determine that the Water Distribution system or phase thereof is functioning in accordance with the design plans and has been constructed in accordance with industry standards. Not later than ninety (90) days, the CTUB shall provide to the DEVELOPER, in writing, a list of changes, repairs, or additions which CTUB reasonably believes are required to cause the Water Distribution System or phase thereof to comply with the plans and specifications previously approved by CTUB, as may have been modified by the changes required by any application State or Federal agency, and a list of other actions, which the DEVELOPER must take so that the system or phase thereof is completed in all respects in accordance with the approved plans. The DEVELOPER, at his own expense, shall make said reasonable repairs and once said repairs have been made, the DEVELOPER will provide CTUB with an additional written notice as set forth in Section 3.01 and CTUB shall have the same rights as it had upon receipt of the initial notice. The DEVELOPER shall not connect any businesses or structures to the Water Distribution System or phase thereof until it has been fully tested by the

engineer and CTUB and all repairs required by CTUB have been made. Notwithstanding the foregoing, if CTUB does not inspect the Water Distribution System or phase thereof within thirty (30) days after receipt of the written notice described in Section 3.01., CTUB's right to such inspection shall terminate.

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

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

Section 3.05. Prior to the transfer of ownership of the Water Distribution System or phase thereof to CTUB, when the DEVELOPER applies for a building permit to construct a residential, commercial or industrial building in the Development, the DEVELOPER shall pay to CTUB (i) a non-refundable tap fee (unless tap is performed by the DEVELOPER) pursuant to CTUB's approved tariff and (ii) a non-refundable Capacity Improvement Fee pursuant to the approved CTUB tariff. Payments shall be made on the same date the DEVELOPER applies for a building permit to construct the residential, commercial or industrial building in the Development, which will result in said additional Customer. Notwithstanding the foregoing, CTUB shall only be entitled to retain a DEVELOPER tap or connection fee if CTUB, using its own resources, actually installs or inspects the tap and/or connection line and physically connects or inspects the connection to the customer's service. Once CTUB collects a tap or connection fee in accordance with the terms of this Agreement, CTUB shall not be permitted to collect from the customer any additional tap or service connection fee. CTUB shall only be permitted to collect one tap or connection fee per service connection in accordance with its Tariff on file with the Commission. CTUB's right to either retain the DEVELOPER's tap or connection fee deposit or to assess a tap or connection fee from a customer is contingent upon CTUB installing the tap and/or connection line, which physically connects a customer's service to the Water Distribution system.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES

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

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

ARTICLE V

SUBSEQUENT CONNECTIONS

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

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

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

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Section 5.04. The DEVELOPER hereby agrees that in the event that the DEVELOPER transfers any portion of the DEVELOPER'S land in the Development to any individual, corporation, or other entity who will engage in further development of said land, resulting in additional customers for CTUB, the DEVELOPER shall require, as a term of said transfer, that said individual, corporation, or other entity assume the obligations of this Agreement.

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

Section 5.06. The DEVELOPER shall grant CTUB any necessary easements which would allow CTUB to make future extensions into unserved areas. Such future extensions shall not adversely affect the intended use of the Developer's Property. The granting of the necessary easements by the Developer to CTUB shall be made without CTUB being required to pay additional consideration for the additional easements to the DEVELOPER, but shall be in reasonable locations. CTUB has the right to further extend mains from and beyond the terminus of the mains constructed pursuant to this Agreement. In such an event, the DEVELOPER shall not be entitled to any refund for the connection of customers to such extension.

ARTICLE VI
MISCELLANEOUS PROVISIONS

Section 6.01. Nothing in this Agreement shall be construed to make CTUB liable or responsible for any obligations of the DEVELOPER. The DEVELOPER hereby agrees to save and indemnify and keep CTUB harmless against all liability claims and judgments or demands for damages arising from accidents to persons or property occasioned by the DEVELOPER, his agents or employees, and against all claims or demands for damages arising from accidents to the DEVELOPER, his agents or employees, whether occasioned by said DEVELOPER or his employees or by CTUB or its employees or any other person or persons and the DEVELOPER will defend any and all suits that may be brought against CTUB on account of any such accident and will make good to, and reimburse, CTUB for any expenditures that CTUB may make by reason of such accidents.

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

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

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

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

Section 6.04. This Agreement constitutes the entire agreement between the CTUB and the DEVELOPER with respect to the matters addressed and may be amended only in a subsequent writing executed by both parties. Any amendment to this Agreement should be submitted to the Commission for review and/or approval which shall require additional Commission approval.

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

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

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

By:_____

Its: _____

ATTEST:

_____

Its: _____

LGI HOMES – WEST VIRGINIA, LLC

By:_____

Its:_____

ATTEST:

_____

Its: _____

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EXHIBIT A

DEVELOPER'S PROJECT

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


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EXHIBIT B

PUBLIC SERVICE COMMISSION RULE 7.5

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

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INTEGRITY FEDERAL SERVICES

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CTUB AMEA EXHIBIT
AVALON - SECTION 1

MAY 2025
IFS PROJECT # 5016-0201
SHEET 1 OF 1

PROPOSED CTUB UTILITY LENGTHS

Legend	Description
S	8" SANITARY SEWER MAIN - ONSITE = 7,990 LF
FM	6" SANITARY SEWER FORCEMAIN - ONSITE = 2,436 LF
FM	6" SANITARY SEWER FORCEMAIN - OFFSITE = 3,107 LF
W	8" WATERLINE MAIN - ONSITE = 8,556 LF
W	8" WATERLINE MAIN - OFFSITE = 15 LF

N

100 50 0 100 200 300
GRAPHICAL SCALE: 1" = 100'

ALTERNATE MAINLINE SEWAGE COLLECTION SYSTEM AGREEMENT

THIS AGREEMENT (the "Agreement") is made and effective this _____day of _____, 2025, by and between the **CITY OF CHARLES TOWN, by and through the CHARLES TOWN UTILITY BOARD**, (hereafter, "CTUB") and **LGI HOMES – WEST VIRGINIA, LLC** (hereafter " the DEVELOPER").

WHEREAS, CTUB has been authorized by the Public Service Commission of West Virginia ("Commission") to develop sewage collection and treatment facilities throughout its service area, together with vicinity residents and businesses, with public sewer service; and

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

WHEREAS, the DEVELOPER is planning to develop certain lands known as Avalon – Phase 1 Subdivision (the "Development") situated within CTUB's service territory; and

WHEREAS, the Development will be located along Old Charles Town Road, approximately 0.66 miles southeast of the intersection with Berryville Pike; and

WHEREAS, the DEVELOPER intends to construct 102 Single Family and 85 Town Homes; and

WHEREAS, the DEVELOPER intends to construct On-site and Off-site sewage collection systems on, in the area near to, or adjacent to the Development as approved by CTUB on the Development's Preliminary Plat. The On-site sewage collection system includes approximately 7,990 LF of 8" sewer line and one (1) pump station with emergency generator, and 2,436 LF of 6" force main. The Off-site sewage collection system includes approximately 3,107 LF of 6" force main to the point of connection to the existing CTUB sewer system, along with the associated service laterals and manholes (the "Sewage Collection Systems") to service the Residential Lots, which will connect to the sewage collection and pumping system of CTUB; and

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

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

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

ARTICLE I

DESIGN AND REGULATORY APPROVAL

Section 1.01. The DEVELOPER hereby agrees to employ qualified professional engineers to design the On-site and Off-site sewage collection system (collectively referred to herein as "Sewage Collection System") for the DEVELOPER'S project, as described in general herein. All designs will be developed at the DEVELOPER'S expense and comply with CTUB'S Sewer System Specifications. All designs shall be reviewed and approved by CTUB's engineer prior to submission to the West Virginia Bureau for Public Health and the West Virginia Division of Environmental Protection for permits to construct and prior to the commencement of construction. Neither CTUB nor its engineers or agents shall bear any financial or any other responsibility for the design and construction of the Sewage Collection System (the design and construction of the Sewer Collection System shall be collectively referred to as the "Project").

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

ARTICLE II

CONSTRUCTION AND INSPECTION

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

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Section 2.02. The DEVELOPER shall, with the cooperation and support of CTUB, obtain all necessary rights-of-way, real property, easements and take all other such actions, including but not limited to, legal action, as are necessary to complete the Sewer Collection System, at the DEVELOPER'S own expense. CTUB shall, at the request of the DEVELOPER, take such actions as are permitted by law to aid in obtaining the necessary rights of way, real property or easements on land not owned by the DEVELOPER, including, but not limited to, legal actions. The cost of said actions requested by the DEVELOPER, including amounts paid to property owners for the required real estate and easements as well as all litigation costs and taken by CTUB shall be borne by the DEVELOPER.

Section 2.03. CTUB shall bear no financial or other responsibility for the construction of the Sewage Collection System in the Development. However, prior to the substantial completion of the construction of the Sewage Collection System or phase thereof, CTUB shall have the right to inspect and approve the system of phase thereof to ensure that: (1) sewage will be satisfactorily transported from the Development in accordance with the terms of this Agreement and all applicable statutes, rules, and regulations legally applicable to CTUB; (2) infiltration will be minimized; (3) illegal and improper sources of inflow are eliminated; and (4) the system was constructed using sound engineering and construction standards, and using materials in compliance with CTUB's standards and specifications.

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

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

Section 2.06. At all times during the construction of said sewer system, or Phase thereof if

the project is phased, the DEVELOPER shall maintain sole ownership of said sewer system.

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

ARTICLE III

TRANSFER OF OWNERSHIP

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

Section 3.02. Upon receipt of the written notice described in Section 3.01, CTUB shall have ninety (90) days to inspect said Sewage Collection System or phase thereof and run such tests, at CTUB's sole expense, as CTUB feels are appropriate and necessary to determine that the Sewage Collection System or phase thereof has been properly designed and constructed using sound engineering and construction standards. Within the ninety (90) day period, CTUB shall provide the DEVELOPER, in writing, a list of repairs which CTUB reasonably believes are required to cause

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the Sewage Collection System or phase thereof to comply with the plans and specifications previously approved by CTUB, as may have been modified by the changes required by any applicable State or Federal agency or other City department, and a list of other actions, which the DEVELOPER must take so that the system or phase thereof is completed in all respects in accordance with the approved plans. The DEVELOPER, at its own expense, shall make said reasonable repairs and once said repairs have been made, the DEVELOPER will provide CTUB with an additional written notice as set forth in Section 3.01 and CTUB shall have the same rights as it had upon receipt of the initial notice. The DEVELOPER shall not connect any businesses or structures to the sewer system or phase thereof until it has been fully tested by the engineer and CTUB and all repairs required by CTUB have been made. Notwithstanding the foregoing, if CTUB does not inspect the Sewage Collection System or phase thereof within thirty (30) days after receipt of the written notice described in Section 3.01., CTUB's right to such inspection shall terminate.

Section 3.03. If, after receipt of the notice set forth in Section 3.01, CTUB determines that the Sewage Collection System or phase thereof is completed in all respects, the DEVELOPER shall deliver, and CTUB shall accept, ownership of the Sewage Collection System or phase thereof necessary to connect to the sewage collection and pumping system built as part of the Development including rights-of-way, and all real property and easements necessary for the ownership, operation and maintenance of the system. The transfer of ownership shall occur no late than fifteen (15) days after the expiration of the CTUB' s right of inspection and testing, set forth in Section 3.02.

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

Section 3.05. Prior to the transfer of ownership of the Sewage Collection System or phase thereof to CTUB, when the DEVELOPER applies for a building permit to construct a residential, commercial or industrial building in the Development, the DEVELOPER shall pay to CTUB (i) a non-refundable tap and inspection fee pursuant to approved CTUB tariff and (ii) a non-refundable Capacity Improvement Fee pursuant to the approved CTUB tariff. Payments shall be made on the same date the DEVELOPER applies for a building permit to construct the residential, commercial or industrial building in the Development, which will result in said additional Customer.

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

ARTICLE IV

DEVELOPER REIMBURSEMENT

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

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

ARTICLE V

CONDITIONS PRECEDENT

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

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

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

ARTICLE VI

SUBSEQUENT CONNECTIONS

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

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DEVELOPER's tap or connection fee deposit or to assess a tap or connection fee from a customer is contingent upon CTUB installing the tap and/or connection line, which physically connects a customer's service to the DEVELOPER's collection system.

Section 6.02. The DEVELOPER hereby agrees that in the event that the DEVELOPER transfers, prior to completion, any portion of DEVELOPER'S land in the Development to any individual, corporation or other entity who will continue to engage in development of said land as contemplated by this Agreement, resulting in additional customers for CTUB, the DEVELOPER shall require, as a term of said transfer, that said individual, corporation or other entity assume the obligations of this Agreement.

ARTICLE VII

REPRESENTATIONS AND WARRANTIES

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

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

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

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bond with respect to the Sewage Collection System or phase thereof shall automatically terminate and all bonded funds shall automatically be returned to the DEVELOPER.

ARTICLE VIII
MISCELLANEOUS PROVISIONS

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

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

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

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

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labor and materials used by the DEVELOPER and its contractors or sub-contractors, and the DEVELOPER shall keep the Sewage Collection System or phase thereof and said property free and clear of all liens, claims and encumbrances until the time of the transfer of ownership of the Sewage Collection System or phase thereof to CTUB.

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

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

Section 8.07. This Agreement constitutes the entire Agreement between CTUB and the DEVELOPER with respect to the matters addressed and may be amended only in a subsequent writing executed by both parties. Any amendment to this Agreement should be submitted to the Commission for review and/or approval.

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

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

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

By:_____

Its: _____

ATTEST:

_____

Its: _____

LGI HOMES – WEST VIRGINIA, LLC

By:_____

Its:_____

ATTEST:

_____

Its: _____

DRAFT

EXHIBIT A

PUBLIC SERVICE COMMISSION RULE 7.4

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

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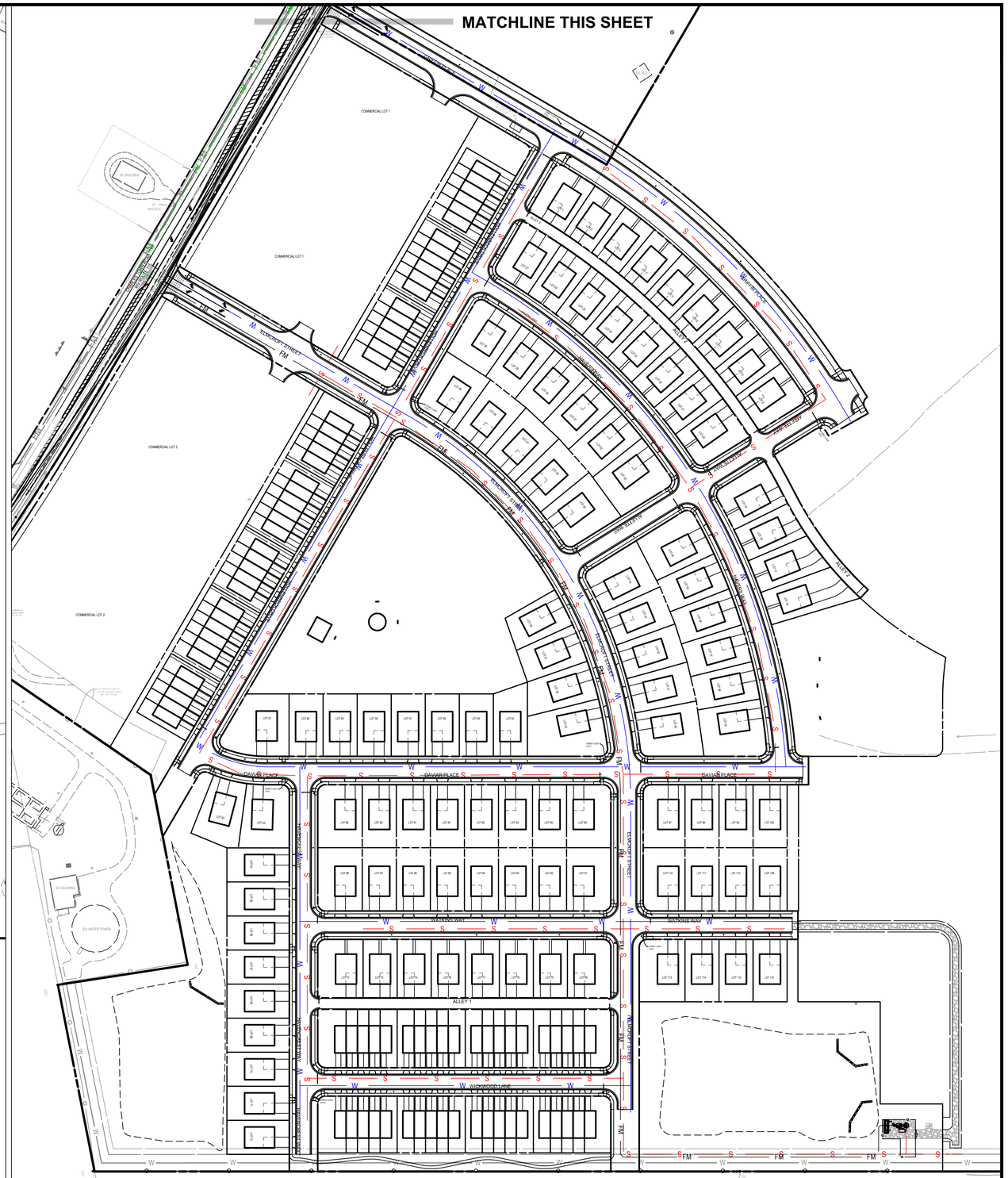
EXHIBIT B

DEVELOPER'S PROJECT

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

DRAFT





INTEGRITY FEDERAL SERVICES

CIVIL ENGINEERING • LANDSCAPE ARCHITECTURE • PLANNING

148 S. Queen Street, Suite 201 • Phone: 304-725-8456
Martinsburg, WV 25401 • www.ifs-ae.com

CTUB AMEA EXHIBIT
AVALON - SECTION 1

MAY 2025
IFS PROJECT # 5018-0201
SHEET 1 OF 1

S S
FM
FM
W
W

PROPOSED CTUB UTILITY LENGTHS
8" SANITARY SEWER MAIN - ONSITE = 7,990 LF
6" SANITARY SEWER FORCEMAIN - ONSITE = 2,436 LF
6" SANITARY SEWER FORCEMAIN - OFFSITE = 3,107 LF
8" WATERLINE MAIN - ONSITE = 8,556 LF
8" WATERLINE MAIN - OFFSITE = 15 LF

N

100 50 0 100 200 300
GRAPHICAL SCALE: 1" = 100'

CHARLES TOWN UTILITY BOARD

Wednesday, May 28, 2025

Regular Meeting

661 South George Street
Charles Town, WV 25414

Chlorine Room Modification Project

CHARLES TOWN UTILITY BOARD

Wednesday, May 28, 2025

Regular Meeting

661 South George Street
Charles Town, WV 25414

Agreement

Attachments:

Chlorine Room Project Agreement.pdf

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

THIS AGREEMENT is by and between Charles Town Utility Board ("Owner") and Snyder Environmental Services, 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: Water Treatment Plant Chlorine Gas System Modifications.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: replacement of the chlorine gas feed equipment, including room modifications, process piping and instrumentation, HVAC and related electrical work.

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 **180 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 **210 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):

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.

EJCDC® C-520, Agreement Between Owner and Contractor for Construction Contract (Stipulated Price).
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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, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

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. 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 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.

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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.

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.

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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. Drawings.
9. Addenda - N/A.
10. 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.
11. 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.

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

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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 5/14/25, 2025 (which is the Effective Date of the Contract).

OWNER: CHARLES TOWN UTILITY BOARD	CONTRACTOR: SNYDER ENVIRONMENTAL SERVICES, INC.
	Brandon Duricz
By:	By: Brandon Duricz
Title:	Title: Vice President
	(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)
Attest:	Attest:
Title:	Title: Corp. Treasurer
Address for giving notices:	Address for giving notices:
661 South George Street	270 Industrial Boulevard
Suite 101	Kearneysville, WV 25430
Charles Town, WV 25414	
	License No.: WV000270 *(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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CHARLES TOWN UTILITY BOARD

Wednesday, May 28, 2025

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

Notice to Proceed

Attachments:

Notice to Proceed.pdf

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

NOTICE TO PROCEED

Owner:	Charles Town Utility Board	Owner's Contract No.:	N/A
Contractor:	Snyder Environmental Services, Inc.	Contractor's Project No.:	N/A
Engineer:	Gwin, Dobson & Foreman, Inc.	Engineer's Project No.:	21060
Project:	Water Treatment Plant Chlorine Gas System Modifications	Contract Name:	Water Treatment Plant Chlorine Gas System Modifications
		Effective Date of Contract:	May 28, 2025

TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on May 28, 2025. *[see Paragraph 4.01 of the General Conditions]*

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 __November 24, 2025 _, and the date of readiness for final payment is__December 24, 2025__] ***or*** [the number of days to achieve Substantial Completion is ___180__, and the number of days to achieve readiness for final payment is __210___].

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

- Attend the Pre-construction meeting.
- Provide a preliminary construction schedule.
- Provide a preconstruction video/photos.

Owner: Charles Town Utility Board	Contractor Acknowledgement
	Contractor: Snyder Environmental Services, Inc.
Authorized Signature	Authorized Signature
By:	By:
Title:	Title:
	Date:
Copy: Engineer Contractor	Copy: Owner Engineer

CHARLES TOWN UTILITY BOARD

Wednesday, May 28, 2025

Regular Meeting

661 South George Street
Charles Town, WV 25414

Change Order #1

Attachments:

CO No. 1.pdf

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Change Order No. 1

Date of Issuance:	May 28, 2025	Effective Date:	May 28, 2025
Owner:	Charles Town Utility Board	Owner's Contract No.:	N/A
Contractor:	Snyder Environmental Services, Inc.	Contractor's Project No.:	N/A
Engineer:	Gwin, Dobson & Foreman, Inc.	Engineer's Project No.:	21060
Project:	Water Treatment Plant Chlorine Gas System Modifications	Contract Name:	Water Treatment Plant Chlorine Gas System Modifications

The Contract is modified as follows upon execution of this Change Order:

Description: Delete the new trolley/hoist that is shown on the Equipment Schedule on Drawing Sheet No. A2. Note that the existing trolley/hoist will remain.

Attachments: Email from Lisa Miller on April 10, 2025, indicating proposed credit for deletion of trolley.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES (N/A) *[note changes in Milestones if applicable]*
Original Contract Price: $ 388,620.00	Original Contract Times: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] from previously approved Change Orders No. __ to No. __: N/A $ _____	[Increase] [Decrease] from previously approved Change Orders No. __ to No. __: Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: $ 388,620.00	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
~~[Increase]~~ [Decrease] of this Change Order: $ 30,910.00	[Increase] [Decrease] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: $ 357,710.00	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: Christopher M. Echevarria	By: _____	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: Engineering Manager	Title: _____	Title: _____
Date: 5-28-2025	Date: _____	Date: _____

Christopher M. Eckenrode

From: Lisa Miller <lmiller@snyderenv.com>
Sent: Thursday, April 10, 2025 10:43 AM
To: Christopher M. Eckenrode; Chuck Goff
Subject: CTUB

Chris,

I took the trolley off and the new bid amount is $357,710.00. Please let me know if there is anything else you need or think that can be removed.

Thanks,



Lisa L. Miller, A.M.ASCE
Project Manager/Estimator
Snyder Environmental Services, Inc.
270 Industrial Blvd.
Kearneysville, WV 25430
O (304) 725-9140
C (304) 886-5773
F (304) 728-7326
lmiller@snyderenv.com

CHARLES TOWN UTILITY BOARD

Wednesday, May 28, 2025

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

Collection System Project - Resolution No. 9 - Request for Payment #9, CWSRF Payment #3

Attachments:

Resolution No. 9 - CWSRF No. 3.pdf

CHARLES TOWN UTILITY BOARD
2022 COLLECTION SYSTEM PROJECT
(IJDC #2021S-2041 / CWSRF #C-544686)

RESOLUTION NO. 9
REQUEST FOR PAYMENT #9
(CWSRF #C-544686 PAYMENT #3)

RESOLUTION OF THE CHARLES TOWN UTILITY BOARD APPROVING INVOICES RELATING TO CONSTRUCTION AND OTHER SERVICES FOR THE SEWER PROJECT AND AUTHORIZING PAYMENT THEREOF,

WHEREAS, the Charles Town Utility Board (CTUB), has reviewed the invoices attached hereto and incorporated herein by reference relation to the Project funded in part by the Clean Water State Revolving Fund (CWSRF) and find as follows:

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

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

c.) Each of such costs has been otherwise properly incurred; and

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

NOW, THEREFORE, BE IT RESOLVED by the Charles Town Utility Board as follows: There is hereby authorized and directed the payment of **"Contractor's Payment Application No. 2"** as follows.

Vendor	CWSRF	Capacity Improvement Fee (CIF) Fund	Total Approved for Payment
HRI, Inc.	$48,555.00	$0	$48,555.00
Total	**$48,555.00**	**$0**	**$48,555.00**

ADOPTED BY the City of Charles Town Utility Board, at the meeting held on the 28th day of May, 2025.

By: _____
John Nissel, Chairman

SRF PAYMENT REQUISITION FORM

1. LOAN RECIPIENT/VENDOR:

NAME: Charles Town Utility Board

ADDRESS: 101 E Washington St
Charles Town, WV 25414

FEIN: 32-0280357

DUNS: 010728588

UEI: GXZTJN971WA5

2. INVOICE #: C-544686-2025-03

3. REQUEST NUMBER: 3

4. INVOICE PERIOD COVERED BY THIS REQUEST

FROM: 4/1/2025 TO: 5/9/2025

5. % of PHYSICAL CONSTRUCTION COMPLETION 3.20%

CLASSIFICATION	A) APPROVED BUDGET	B) PREVIOUS APPROVED	C) THIS REQUEST	D) TOTAL COLUMNS B&C	E) AGENCY USE ONLY	
					LOAN $	PF $
1) CONSTRUCTION	$3,000,650.00	$148,131.00	$48,555.00	$196,686.00		
2) CONTINGENCY	$303,684.00			$0.00		
3) EQUIPMENT				$0.00		
4) ENGINEERING a. Planning				$0.00		
b. Design				$0.00		
c. Construction Basic				$0.00		
d. RPR / Inspection				$0.00		
e. Post Construction				$0.00		
f. Special Services				$0.00		
5) LEGAL				$0.00		
6) ACCOUNTING				$0.00		
7) ADMINISTRATIVE				$0.00		
8) PERMITS				$0.00		
9) LOAN REPAYMENT				$0.00		
10) PLATS				$0.00		
11) LAND/EASEMENTS				$0.00		
12) (space as needed)				$0.00		
13) CLOSING COSTS	$40,650.00	$40,650.00		$40,650.00		
14) SUBTOTAL	$3,344,984.00	$188,781.00	$48,555.00	$237,336.00		
15) LESS PREVIOUSLY PAID				$188,781.00		
16) REQUEST AMOUNT				$48,555.00		

17) _____ _____
AUTHORIZED SIGNATURE DATE
John Nissel, Chairman
TYPED OR PRINTED NAME AND TITLE

18) _____ _____
PERSON PREPARING FORM SIGNATURE DATE
April Shultz, Assistant Utility Manager
TYPED OR PRINTED NAME AND TITLE

AGENCY USE ONLY:

THIS REQUEST APPROVED BY: **WV DEPARTMENT OF ENVIRONMENTAL PROTECTION**

_____ _____
PROJECT REVIEWER DATE
TYPED OR PRINTED NAME

_____ _____
AUTHORIZED OFFICER DATE
TYPED OR PRINTED NAME

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Contractor's Application for Payment No. 02

	Application Period: 4/1/25-4/30/25	Application Date:	5/9/2025
To (Owner): Charles Town Utility Board	From (Contractor): HRI, Inc.	Via (Engineer):	Rummel, Klepper & Kahl, LLP
Project: 2023 Collection System Project	Contract: 01	Via (Consultant):	Gwin, Dobson & Foreman Engineers
Owner's Contract No.:	Contractor's Project No.: 10341291	Engineer's Project No.:	24054

Application For Payment

Change Order Summary

Approved Change Orders

Number	Additions	Deductions
TOTALS		
NET CHANGE BY CHANGE ORDERS		

1.	**ORIGINAL CONTRACT PRICE**	**$6,074,000.00**
2.	**Net change by Change Orders**	
3.	**Current Contract Price (Line 1 ± 2)**	**$6,074,000.00**
4.	**TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates)**	**$218,540.00**
5.	**RETAINAGE:**	
	a. 10% X $218,540.00 Work Completed	**$21,854.00**
	b. 10% X Stored Material	
	c. Total Retainage (Line 5.a + Line 5.b)	**$21,854.00**
6.	**AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)**	**$196,686.00**
7.	**LESS PREVIOUS PAYMENTS (Line 6 from prior Application)**	**$148,131.00**
8.	**AMOUNT DUE THIS APPLICATION**	**$48,555.00**
9.	**BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above)**	**$5,877,314.00**

Contractor's Certification

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

Contractor Signature

By: Josh Kutz	Date: 5/9/2025

Payment of: $ 48,555.00
(Line 8 or other - attach explanation of the other amount)

is recommended by: David Santelli (Engineer) 5/13/2025 (Date)

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

is approved by: (Owner) (Date)

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

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Progress Estimate - Unit Price Work **Contractor's Application**

For (Contract): 01												Application Number: 02			
Application Period: 4/1/25-4/30/25												Application Date: 5/9/2025			
A					B			C			D	E	F		
Item		Contract Information				Quantity			Payment						
Bid Item No.	Description	Bid Quantity	Units	Unit Price	Total Value of Item ($)	This Period	Previous to Date	To Date	This Period	Previous to Date	To Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D+E)	% (F / B)	Balance to Finish (B - F)
1	Mobilization	1	LS	$272,980.00	$272,980.00	**0.18**	**0.32**	0.50	$48,750.00	$87,740.00	$136,490.00		$136,490.00	50.0%	$136,490.00
2	Traffic Control	1	LS	$15,000.00	$15,000.00										$15,000.00
3	Audio Visual Taping	1	LS	$5,200.00	$5,200.00	**1.0**		1.00	$5,200.00		$5,200.00		$5,200.00	100.0%	
4	**Erosion & Sediment Control**	**1**	**LS**	**$142,000.00**											
4a	Rock Construction Entrance	1	LS	$35,000.00	$35,000.00										$35,000.00
4b	18" Silt Fence - 11th & Forest	1	LS	$12,000.00	$12,000.00										$12,000.00
4c	36" Silt Fence - Evitt's Run	1	LS	$16,000.00	$16,000.00										$16,000.00
4d	18" Silt Sock - Jett's Farm FM	1	LS	$14,000.00	$14,000.00										$14,000.00
4e	18" Silt Sock - 11th & Forest	1	LS	$12,000.00	$12,000.00										$12,000.00
4f	18" Silt Sock - Evitts Run	1	LS	$5,000.00	$5,000.00										$5,000.00
4g	Super Silt Fence - Evitt's Run	1	LS	$30,000.00	$30,000.00										$30,000.00
4h	18" Silt Sock - Burr East FM	1	LS	$8,000.00	$8,000.00										$8,000.00
4i	Silt Sacks	1	LS	$3,000.00	$3,000.00										$3,000.00
4j	Sediment Bags	1	LS	$7,000.00	$7,000.00										$7,000.00
5	**Burr East Pump Station Demolition**	**1**	**LS**	**$22,000.00**											
5a	Demo Existing Valve Vault	1	LS	$5,000.00	$5,000.00										$5,000.00
5b	Remove Existing Pumps & Piping	1	LS	$9,000.00	$9,000.00										$9,000.00
5c	Remove Existing Fencing	1	LS	$4,000.00	$4,000.00										$4,000.00
5d	Demo Concrete Pad	1	LS	$3,000.00	$3,000.00										$3,000.00
5e	Relocate Propane Tanks	1	LS	$1,000.00	$1,000.00										$1,000.00
6	**Moose Lodge Pump Station Demolition**	**1**	**LS**	**$22,000.00**											
6a	Demo Wet Well Top	1	LS	$4,500.00	$4,500.00										$4,500.00
6b	Remove Existing Pumps & Piping	1	LS	$8,500.00	$8,500.00										$8,500.00
6c	Demo 6" Yard Piping	1	LS	$5,000.00	$5,000.00										$5,000.00
6d	Demo Transfer Switch / Control Panel	1	LS	$2,000.00	$2,000.00										$2,000.00
6e	Remove Existng Grout Fillet	1	LS	$2,000.00	$2,000.00										$2,000.00
7	**Jetts Farm Pump Station Demolition**	**1**	**LS**	**$22,000.00**											
7a	Demo Junction Box / Vent	1	LS	$5,500.00	$5,500.00										$5,500.00
7b	Remove Existing Pumps & Piping	1	LS	$9,500.00	$9,500.00										$9,500.00
7c	Demo 6" Yard Piping	1	LS	$5,000.00	$5,000.00										$5,000.00
7d	Demo Transfer Switch / Control Panel	1	LS	$2,000.00	$2,000.00										$2,000.00
9	**Forrest Street Pump Station Demolition**	**1**	**LS**	**$33,000.00**											
9a	Demo Pump Station	1	LS	$15,000.00	$15,000.00										$15,000.00
9b	Remove Existing Pumps & Piping	1	LS	$9,000.00	$9,000.00										$9,000.00
9c	Demo 10"/12" Piping	1	LS	$9,000.00	$9,000.00										$9,000.00
10	**11th Ave Pump Station Demolition**	**1**	**LS**	**$33,000.00**											
10a	Demo Pump Station	1	LS	$14,000.00	$14,000.00										$14,000.00
10b	Remove Existing Pumps & Piping	1	LS	$10,000.00	$10,000.00										$10,000.00
10c	Demo 8"/2" Piping	1	LS	$9,000.00	$9,000.00										$9,000.00
11	**Burr East Pump Station**	**1**	**LS**	**$495,000.00**											
11a	Erosion & Sediment Control	1	LS	$6,000.00	$6,000.00										$6,000.00
11b	Seeding and Lanscaping	1	LS	$4,000.00	$4,000.00										$4,000.00
11c	Site Fencing	1	LS	$8,000.00	$8,000.00										$8,000.00
11d	Valve Vault	1	LS	$40,000.00	$40,000.00										$40,000.00
11e	Meter Vault	1	LS	$25,000.00	$25,000.00										$25,000.00
11f	Process Pipe	1	LS	$70,000.00	$70,000.00										$70,000.00
11g	Submersible Pumps	1	LS	$98,000.00	$98,000.00		**0.10**	0.10		$9,800.00	$9,800.00		$9,800.00	10.0%	$88,200.00
11h	Pipe Painting	1	LS	$4,000.00	$4,000.00										$4,000.00
11i	Instrumentation	1	LS	$15,000.00	$15,000.00										$15,000.00
11j	Propane Tank Pad	1	LS	$5,000.00	$5,000.00										$5,000.00
11k	Wet Well Top Slab	1	LS	$15,000.00	$15,000.00										$15,000.00
11l	Wet Well Fillet	1	LS	$5,000.00	$5,000.00										$5,000.00
11m	Electrical Enclosure Pad	1	LS	$5,000.00	$5,000.00										$5,000.00
11n	Electrical	1	LS	$90,000.00	$90,000.00										$90,000.00
11o	Integration	1	LS	$105,000.00	$105,000.00										$105,000.00
12	**Moose Lodge Pump Station**	**1**	**LS**	**$305,000.00**											
12a	Erosion & Sediment Control	1	LS	$4,000.00	$4,000.00										$4,000.00
12b	Seeding and Lanscaping	1	LS	$4,000.00	$4,000.00										$4,000.00
12c	Meter Vault	1	LS	$16,000.00	$16,000.00										$16,000.00
12d	Bypass Pit	1	LS	$6,000.00	$6,000.00										$6,000.00
12e	Process Pipe	1	LS	$54,000.00	$54,000.00										$54,000.00

EJCDC® C-620 Contractor's Application for Payment
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Progress Estimate - Unit Price Work **Contractor's Application**

For (Contract): 01												Application Number: 02			
Application Period: 4/1/25-4/30/25												Application Date: 5/9/2025			
A					B			C			D	E	F		
Item		Contract Information				Quantity			Payment						
Bid Item No.	Description	Bid Quantity	Units	Unit Price	Total Value of Item ($)	This Period	Previous to Date	To Date	This Period	Previous to Date	To Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D+E)	% (F / B)	Balance to Finish (B - F)
12f	Submersible Pumps	1	LS	$90,000.00	$90,000.00		**0.10**	0.10		$9,000.00	$9,000.00		$9,000.00	10.0%	$81,000.00
12g	Instrumentation	1	LS	$6,000.00	$6,000.00										$6,000.00
12h	Wet Well Top Slab	1	LS	$15,000.00	$15,000.00										$15,000.00
12i	Electrical	1	LS	$65,000.00	$65,000.00										$65,000.00
12j	Integration	1	LS	$45,000.00	$45,000.00										$45,000.00
13	**Jetts Farm Pump Station**	**1**	**LS**	**$335,000.00**											
13a	Erosion & Sediment Control	1	LS	$4,000.00	$4,000.00										$4,000.00
13b	Temporary Fence & Barrier	1	LS	$23,000.00	$23,000.00										$23,000.00
13c	Seeding & Landscaping	1	LS	$3,500.00	$3,500.00										$3,500.00
13d	Meter Vault	1	LS	$16,000.00	$16,000.00										$16,000.00
13e	Bypass Pit	1	LS	$6,000.00	$6,000.00										$6,000.00
13f	Process Pipe	1	LS	$73,500.00	$73,500.00										$73,500.00
13g	Submersible Pumps	1	LS	$102,000.00	$102,000.00		**0.10**	0.10		$10,200.00	$10,200.00		$10,200.00	10.0%	$91,800.00
13h	Instrumentation	1	LS	$4,500.00	$4,500.00										$4,500.00
13i	Pipe Painting	1	LS	$1,500.00	$1,500.00										$1,500.00
13j	Electrical	1	LS	$58,000.00	$58,000.00										$58,000.00
13k	Integration	1	LS	$43,000.00	$43,000.00										$43,000.00
15	**Lakeland Pump Station**	**1**	**LS**	**$1,125,000.00**											
15a	Erosion & Sediment Control	1	LS	$8,000.00	$8,000.00										$8,000.00
15b	Strip / Spread Topsoil	1	LS	$7,000.00	$7,000.00										$7,000.00
15c	Site Grading	1	LS	$23,000.00	$23,000.00										$23,000.00
15d	Construction Entrance / Site Road	1	LS	$16,000.00	$16,000.00										$16,000.00
15e	Clearing & Grubbing	1	LS	$9,500.00	$9,500.00										$9,500.00
15f	Seeding & Landscaping	1	LS	$4,000.00	$4,000.00										$4,000.00
15g	Site Fencing	1	LS	$20,000.00	$20,000.00										$20,000.00
15h	Pump Station Wet Well Shoring / Excavation / Backfill	1	LS	$530,000.00	$530,000.00		**0.09**	0.09		$47,700.00	$47,700.00		$47,700.00	9.0%	$482,300.00
15i	Meter Vault	1	LS	$20,000.00	$20,000.00										$20,000.00
15j	Process Pipe	1	LS	$141,000.00	$141,000.00										$141,000.00
15k	Submersible Pumps	1	LS	$15,000.00	$15,000.00		**0.01**	0.01		$150.00	$150.00		$150.00	1.0%	$14,850.00
15l	Instrumentation	1	LS	$7,000.00	$7,000.00										$7,000.00
15m	Pipe Painting	1	LS	$1,000.00	$1,000.00										$1,000.00
15n	Generator & Electrical Pads	1	LS	$8,500.00	$8,500.00										$8,500.00
15o	Electrical	1	LS	$135,000.00	$135,000.00										$135,000.00
15p	Integration	1	LS	$180,000.00	$180,000.00										$180,000.00
16	Grinder Pump 1	1	LS	$23,000.00	$23,000.00										$23,000.00
17	Grinder Pump 2	1	LS	$23,000.00	$23,000.00										$23,000.00
18	**Bypass Pump - Burr East Pump Station**	**1**	**LS**	**$45,000.00**											
18a	Set Up Bypass Pump & Piping	1	LS	$17,500.00	$17,500.00										$17,500.00
18b	Utilize Bypass Pump & Piping	1	LS	$25,000.00	$25,000.00										$25,000.00
18c	Remove Bypass Pump & Piping	1	LS	$2,500.00	$2,500.00										$2,500.00
19	**Bypass Pump - Jett's Farm Pump Station**	**1**	**LS**	**$36,000.00**											
19a	Set Up Bypass Pump & Piping	1	LS	$13,500.00	$13,500.00										$13,500.00
19b	Utilize Bypass Pump & Piping	1	LS	$20,000.00	$20,000.00										$20,000.00
19c	Remove Bypass Pump & Piping	1	LS	$2,500.00	$2,500.00										$2,500.00
20	**Bypass Pump - Samuel Street Pump Station**	**1**	**LS**	**$15,000.00**											
20a	Set Up Bypass Pump & Piping	1	LS	$5,500.00	$5,500.00										$5,500.00
20b	Utilize Bypass Pump & Piping	1	LS	$7,000.00	$7,000.00										$7,000.00
20c	Remove Bypass Pump & Piping	1	LS	$2,500.00	$2,500.00										$2,500.00
22	**Bypass Pump - Forest Ave Pump Station**	**1**	**LS**	**$13,000.00**											
22a	Set Up Bypass Pump & Piping	1	LS	$5,500.00	$5,500.00										$5,500.00
22b	Utilize Bypass Pump & Piping	1	LS	$5,500.00	$5,500.00										$5,500.00
22c	Remove Bypass Pump & Piping	1	LS	$2,000.00	$2,000.00										$2,000.00
23	**Bypass Pump - 11th Ave Pump Station**	**1**	**LS**	**$13,000.00**											
23a	Set Up Bypass Pump & Piping	1	LS	$5,500.00	$5,500.00										$5,500.00
23b	Utilize Bypass Pump & Piping	1	LS	$5,500.00	$5,500.00										$5,500.00
23c	Remove Bypass Pump & Piping	1	LS	$2,000.00	$2,000.00										$2,000.00
24	**Bypass Pump - Evitt's Run Interceptor**	**1**	**LS**	**$100,000.00**											
24a	Set Up Bypass Pump & Piping (multiple)	1	LS	$25,000.00	$25,000.00										$25,000.00
24b	Utilize Bypass Pump & Piping	1	LS	$50,000.00	$50,000.00										$50,000.00
24c	Remove Bypass Pump & Piping (multiple)	1	LS	$25,000.00	$25,000.00										$25,000.00

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Progress Estimate - Unit Price Work

Contractor's Application

For (Contract):	01	Application Number:	02
Application Period:	4/1/25-4/30/25	Application Date:	5/9/2025

A					B			C			D	E	F		
Item		Contract Information				Quantity			Payment						
Bid Item No.	Description	Bid Quantity	Units	Unit Price	Total Value of Item ($)	This Period	Previous to Date	To Date	This Period	Previous to Date	To Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D+E)	% (F / B)	Balance to Finish (B - F)
25	Pump & Haul - Moose Lodge Pump Station	1	LS	$48,000.00	$48,000.00										$48,000.00
26	Pump & Haul - Evitt's Run Interceptor	1	LS	$7,500.00	$7,500.00										$7,500.00
27	Pump & Haul - Magnolia Springs Pump Station	1	LS	$7,500.00	$7,500.00										$7,500.00
28	Pump & Haul - Clearance Drive Pump Station	1	LS	$7,500.00	$7,500.00										$7,500.00
29	4" SDR 35 Sewer	100	LF	$194.00	$19,400.00										$19,400.00
30	6" SDR 35 PVC Sewer (D<8')	20	LF	$92.00	$1,840.00										$1,840.00
31	8" SDR PVC Sewer (D<8')	1100	LF	$135.00	$148,500.00										$148,500.00
32	8" SDR PVC Sewer (8<D<12')	200	LF	$192.00	$38,400.00										$38,400.00
33	8" SDR PVC Sewer (D<12')	200	LF	$284.00	$56,800.00										$56,800.00
34	10" SDR 35 PVC Sewer (D<8')	600	LF	$174.00	$104,400.00										$104,400.00
35	12" SDR PVC	80	LF	$235.00	$18,800.00										$18,800.00
36	30" SDR PVC	2000	LF	$305.00	$610,000.00										$610,000.00
37	6" C900 Class 165 PVC Force Main	2200	LF	$135.00	$297,000.00										$297,000.00
38	4" C900 Class 165 PVC Force Main	2800	LF	$115.00	$322,000.00										$322,000.00
39	2" SDR 9 HDPE Force Main (Slip Line)	1400	LF	$55.00	$77,000.00										$77,000.00
40	1.5" SDR 9 IPS HDPE Force Main (Slip Line)	900	LF	$54.00	$48,600.00										$48,600.00
41	1.25" SDR 9 IPS HDPE for Main	1200	LF	$75.50	$90,600.00										$90,600.00
42	4' Diameter Manhole (up to 6')	20	EA	$8,500.00	$170,000.00										$170,000.00
43	4' Diameter Manhole Extension	50	VF	$650.00	$32,500.00										$32,500.00
44	4' Diameter Doghouse Manhole (up to 6')	10	EA	$8,100.00	$81,000.00										$81,000.00
45	Manhole Frame and Cover - Highway	26	EA	$1,500.00	$39,000.00										$39,000.00
46	Manhole Frame and Cover - Watertight	5	EA	$1,700.00	$8,500.00										$8,500.00
47	Inside Drop Connection	10	EA	$1,500.00	$15,000.00										$15,000.00
48	Connect to Existing	10	EA	$2,000.00	$20,000.00										$20,000.00
49	Mainline Cleanout	5	EA	$4,300.00	$21,500.00										$21,500.00
50	Air Release Vacuum Combination Valve Assembly	4	EA	$12,500.00	$50,000.00										$50,000.00
51	Flushing Valve	4	EA	$9,000.00	$36,000.00										$36,000.00
52	Burr East Force Main Connection	1	LS	$21,000.00	$21,000.00										$21,000.00
53	Jett's Farm Force Main Connection	1	LS	$11,000.00	$11,000.00										$11,000.00
54	Manhole Riser Extension	5	VF	$1,300.00	$6,500.00										$6,500.00
55	Internal Manhole Lining	90	VF	$100.00	$9,000.00										$9,000.00
56	6" SDR PVC Lateral	200	LF	$102.00	$20,400.00										$20,400.00
57	Reconnect Lateral Service Connection	16	EA	$1,400.00	$22,400.00										$22,400.00
58	8"x6" Wye	14	EA	$420.00	$5,880.00										$5,880.00
59	12" Steel Casing - (Open Cut)	200	LF	$200.00	$40,000.00										$40,000.00
60	16" Steel Casing - (Open Cut)	80	LF	$250.00	$20,000.00										$20,000.00
61	48" Steel Casing - (Open Cut)	80	LF	$1,600.00	$128,000.00										$128,000.00
62	Test Pit Excavation & Refill	7	EA	$5,000.00	$35,000.00										$35,000.00
63	Launching / Receiving Pit	7	EA	$9,000.00	$63,000.00										$63,000.00
64	Asphalt Trench Patch (Base)	80	TON	$400.00	$32,000.00										$32,000.00
65	Asphalt Trench Patch (Wearing)	60	TON	$350.00	$21,000.00										$21,000.00
66	Aggregate for Backfill	700	CY	$92.00	$64,400.00										$64,400.00
67	Flowable Fill	50	CY	$400.00	$20,000.00										$20,000.00
68	Remove Manhole	13	EA	$1,300.00	$16,900.00										$16,900.00
69	Concrete Curb Repair	10	LF	$200.00	$2,000.00										$2,000.00
70	Concrete Driveway Repair	10	CY	$1,800.00	$18,000.00										$18,000.00
71	Miscellaneous DIP Fittings	500	LB	$20.00	$10,000.00										$10,000.00
72	Class B Concrete	50	CY	$500.00	$25,000.00										$25,000.00
73	Shoring / Stabalization After Receiving / Launching Pit - Augustine Ave	1	LS	$10,000.00	$10,000.00										$10,000.00
	Totals				**$6,074,000.00**				**$53,950.00**	**$164,590.00**	**$218,540.00**		**$218,540.00**	3.6%	**$5,855,460.00**

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C2 - COLAS GROUP INTERNAL: Employees and partners who nee

Date: May 28, 2025

Charles Town Utility Board
2022 Sewer Collection System Project
Schedule B - Internal Purposes Only

A. COST OF PROJECT	APPROVED CONSTRUCTION BUDGET	Paid from CTUB Internal CIF Funds (Prior to Closing)	Resolution No. 1 Request for Payment (RFP) # 1 CWSRF # 1	Resolution No. 2 Request for Payment (RFP) # 2 CIF # 1	Resolution No. 3 Request for Payment (RFP) # 3 CIF # 2	Resolution No. 4 Request for Payment (RFP) # 4 CIF # 3	Resolution No. 5 Request for Payment (RFP) # 5 CIF # 4	Resolution No. 6 Request for Payment (RFP) # 6 CIF # 5	Resolution No. 7 Request for Payment (RFP) # 7 CIF # 6	Resolution No. 8 Request for Payment (RFP) # 8 CWSRF # 2	Resolution No. 9 Request for Payment (RFP) # 9 CWSRF # 3	BALANCE REMAINING
1 CONSTRUCTION												
a. Contract	$ 6,074,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 148,131.00	$ 48,555.00	$ 5,877,314.00
2 CONSTRUCTION CONTINGENCY												
a. Construction Contingency - (See note #1)	$ 303,684.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 303,684.00
3 LEGAL SERVICES												
a. Project Attorney	$ 147,000.00	$ 137,264.09	$ -	$ 812.50	$ 487.50	$ 650.00	$ -	$ 682.50	$ 5,637.00	$ -	$ -	$ 1,466.41
4 ACCOUNTING SERVICES												
a. Project Account - CPA (See note #3)	$ 23,000.00	$ 18,262.50	$ -	$ 3,950.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 787.50
5 ENGINEERING SERVICES												
a. RK&K Engineering fees	$ 596,090.00	$ 565,565.83	$ -	$ 10,166.61	$ 7,785.91	$ 4,968.77	$ -	$ 3,932.69	$ -	$ -	$ -	$ 3,670.19
b. GDF Engineering (Construction Admin & RPR)	$ 300,000.00	$ -	$ -	$ 1,325.80	$ 3,478.44	$ 12,000.38	$ 7,736.10	$ 5,254.60	$ 33,797.22	$ -	$ -	$ 236,407.46
6 ADMINISTRATIVE SERVICES												
a. Other Administrative Costs	$ 10,000.00	$ 5,377.14	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 4,622.86
7 LANDS/EASEMENTS												
a. Easements	$ 50,600.00	$ 47,325.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,275.00
b. R/W Agent - (See note #2)	$ 100,690.72	$ 100,690.72	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
c. Permits - (See note #2)	$ 6,859.28	$ 1,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,859.28
d. Plats - (See note #2)	$ 12,970.00	$ 10,828.00	$ -	$ 1,071.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,071.00
8 Sub Total Line 1-7	**$ 7,624,894.00**	**$ 886,313.28**	**$ -**	**$ 17,325.91**	**$ 11,751.85**	**$ 17,619.15**	**$ 7,736.10**	**$ 9,869.79**	**$ 39,434.22**	**$ 148,131.00**	**$ 48,555.00**	**$ 6,438,157.70**
B. COST OF FINANCING												
9 Registrar Fees	$ 650.00	$ -	$ 650.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10 Bond Counsel (S&J)	$ 40,000.00	$ -	$ 40,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11 Sub Total of Financing - Line 9-10	**$ 40,650.00**	**$ -**	**$ 40,650.00**	**$ -**	**$ -**	**$ -**	**$ -**					**$ -**
12 Total Project Costs Line 8 + Line 11	**$ 7,665,544.00**	**$ 886,313.28**	**$ 40,650.00**	**$ 17,325.91**	**$ 11,751.85**	**$ 17,619.15**	**$ 7,736.10**	**$ 9,869.79**	**$ 39,434.22**	**$ 148,131.00**	**$ 48,555.00**	**$ 6,438,157.70**

B. SOURCES OF FUNDS	APPROVED PROJECT FUNDING	Paid from CTUB Internal CIF Funds (Prior to Closing)	Request for Payment (RFP) # 1 CWSRF # 1	Request for Payment (RFP) # 2 CIF # 1	Request for Payment (RFP) # 3 CIF # 2	Request for Payment (RFP) # 4 CIF # 3	Request for Payment (RFP) # 5 CIF # 4	Request for Payment (RFP) # 6 CIF # 5	Request for Payment (RFP) # 7 CIF # 6	Request for Payment (RFP) # 8 CWSRF # 2	Request for Payment (RFP) # 9 CWSRF # 3	BALANCE REMAINING
1 INTERNAL FUNDS												
a. Capacity Improvement Fees	$ 3,027,560.00	$ (886,313.28)	$ -	$ (17,325.91)	$ (11,751.85)	$ (17,619.15)	$ (7,736.10)	$ (9,869.79)	$ (39,434.22)	$ -	$ -	$ 2,037,509.70
1 Subtotal Internal Funds	**$ 3,027,560.00**	**$ (886,313.28)**	**$ -**	**$ (17,325.91)**	**$ (11,751.85)**	**$ (17,619.15)**	**$ (7,736.10)**	**$ (9,869.79)**	**$ (39,434.22)**	**$ -**	**$ -**	**$ 2,037,509.70**
2 GRANT FUNDS												
a. State Grant (EEGF)	$ 1,077,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,077,000.00
b. Federal Grant (CWSRF) - "Green Grant"	$ 500,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 500,000.00
2 Subtotal Grant Funds	**$ 1,577,000.00**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 1,577,000.00**
3 BOND ISSUE												
a. CWSRF Loan - (1%, 40 Year)	$ 2,844,984.00	$ -	$ (40,650.00)	$ -	$ -	$ -	$ -	$ -	$ -	$ (148,131.00)	$ (48,555.00)	$ 2,607,648.00
b. CWSRF Loan - (3%, 20 Year)	$ 216,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 216,000.00
3 Subtotal Bond Issue	**$ 3,060,984.00**	**$ -**	**$ (40,650.00)**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ (148,131.00)**	**$ (48,555.00)**	**$ 2,823,648.00**
4 Total Sources of Funds Line 1-3	**$ 7,665,544.00**	**$ (886,313.28)**	**$ (40,650.00)**	**$ (17,325.91)**	**$ (11,751.85)**	**$ (17,619.15)**	**$ (7,736.10)**	**$ (9,869.79)**	**$ (39,434.22)**	**$ (148,131.00)**	**$ (48,555.00)**	**$ 6,438,157.70**

Note #1 - 12/10/2024 - The CWSRF loan in the amount of $216,016 was shown as $216,000 on the closing documentation. Per the State, the CWSRF loan and the total project costs line items on the Schedule B were reduced by $16.00 to correct the error.

Note #2 - 12/11/2024 - Line item R/W Agent was decreased by $1,444.28 to actual, line item Permits was decreased by $140.72, and the line item for Plats was increased by $1,585.00.

Note #3 - 5/14/2025 - Line item 4. Project Accountant was decreased by $7,000 to actual and the line item 3. Legal was increased by $7,000.

CHARLES TOWN UTILITY BOARD

Wednesday, May 28, 2025

Regular Meeting

661 South George Street
Charles Town, WV 25414

Utility Manager Report

CHARLES TOWN UTILITY BOARD

Wednesday, May 28, 2025

Regular Meeting

661 South George Street
Charles Town, WV 25414

Chairman Report

CHARLES TOWN UTILITY BOARD

Wednesday, May 28, 2025

Regular Meeting

661 South George Street
Charles Town, WV 25414

May 28, 2025

Attachments:

Board Report 05.28.25.pdf

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT

========== FUND TOTALS ==========		
50	WATER FUND	72,587.23
60	SEWER FUND	31,790.57
	GRAND TOTAL:	104,377.80

TOTAL PAGES: 4

APPROVED BY: _____

APPROVED BY: _____

This Packet: $ 104,377.80
Security Deposit Refund, check dated 5/16/2025: 280.88

Total: $ 104,658.68

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	1,032.62
NB & C ENGINEERING SERVICES, LLC	SA WATER TANK CHARLESTOWN	WATER FUND	WATER	1,100.00
	MODIFICATION DESIGN DRAWIN	WATER FUND	WATER	4,500.00
			TOTAL:	5,600.00
PRECISION PUMP & VALVE SERVICE, INC.	PUMP REPAIRS PARK PS	SEWER FUND	SEWER	624.00
			TOTAL:	624.00
FCI GROUP LLC	MAINT VEHICLE TIRE PLUG	WATER FUND	WATER	43.41
	SEWER VEHICLE MAINT	SEWER FUND	SEWER	117.64
	SEWER VEHICLE TIRE	SEWER FUND	SEWER	382.99
	SEWER VEHICLE TAIL LIGHT	SEWER FUND	SEWER	91.90
			TOTAL:	635.94
SG PLUMBING, INC.	23 CAVALAND TERR: 5/21/25	WATER FUND	WATER	807.11
	SWR PLNT RPRS: 4/11/25	SEWER FUND	NON-DEPARTMENTAL	1,959.75
			TOTAL:	2,766.86
STEPTOE & JOHNSON PLLC	GENERAL ENVIRONMENTAL	SEWER FUND	SEWER	3,870.00
			TOTAL:	3,870.00
GERALD TAYLOR CO., INC.	PUMP / TRANSPORT	WATER FUND	WATER	1,535.91
	PUMP / TRANSPORT	WATER FUND	WATER	688.65
	TRANSPORT	SEWER FUND	SEWER	823.68
	SUPERVAC	SEWER FUND	SEWER	1,519.73
			TOTAL:	4,567.97
THE CI THORNBURG CO, INC.	CHLORINE	WATER FUND	WATER	4,055.06
			TOTAL:	4,055.06
TRICK TRUCKS SEVEN, INC	LADDER RACKS MAINT VEHICLE	WATER FUND	NON-DEPARTMENTAL	9,883.00
	PLATE MAINT VEHICLE	WATER FUND	WATER	49.90
			TOTAL:	9,932.90
HD SUPPLY INC	ALUM CYL	WATER FUND	WATER	2,373.95
	GLOVES, POWDER PILLOWS	SEWER FUND	SEWER	424.36
			TOTAL:	2,798.31
VITAL SIGNS	PRINTING FOR PLANT TOUR	SEWER FUND	SEWER	743.70
			TOTAL:	743.70
WV WATER DEVELOPMENT AUTHORITY	#2017-175 INFRSCTR FNDPRJC	SEWER FUND	NON-DEPARTMENTAL	1,300.16
			TOTAL:	1,300.16

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	I10& 18 & C2 PICKUPS: 5/14	WATER FUND	WATER	300.52
	I10& 18 & C2 PICKUPS: 5/14	WATER FUND	WATER	300.53
	I10& 18 & C2 PICKUPS: 5/14	SEWER FUND	SEWER	697.25
			TOTAL:	3,115.18
ROBERT LYNN KERSHNER	SVC CLL TWWTP: BLWR2 MOTOR	SEWER FUND	SEWER	390.00
	SVC CLL TWWTP SVC DAMPERS	SEWER FUND	SEWER	260.00
			TOTAL:	650.00
MCKINNEY'S AUTO REPAIR	MAINT VEHICLE SVC	WATER FUND	WATER	217.80
	MAINT VEHICLE INSPECTION	WATER FUND	WATER	19.00
			TOTAL:	236.80
MICRO-TECH DESIGNS, INC.	SOFTWARE MAINT AGRMNT 1YR	WATER FUND	WATER	3,625.53
	SOFTWARE MAINT AGRMNT 1YR	SEWER FUND	SEWER	3,625.52
			TOTAL:	7,251.05
SECURITY DEPOSIT REFUNDS	701-001520	WATER FUND	NON-DEPARTMENTAL	28.63
	701-002040	WATER FUND	NON-DEPARTMENTAL	17.96
	702-000130	WATER FUND	NON-DEPARTMENTAL	15.95
	704-001050	WATER FUND	NON-DEPARTMENTAL	42.86
	705-003940	WATER FUND	NON-DEPARTMENTAL	14.94
	706-002750	WATER FUND	NON-DEPARTMENTAL	37.66
	707-001020	WATER FUND	NON-DEPARTMENTAL	6.30
	707-003140	WATER FUND	NON-DEPARTMENTAL	4.29
	709-000019	WATER FUND	NON-DEPARTMENTAL	25.15
	709-000029	WATER FUND	NON-DEPARTMENTAL	13.04
	709-000108	WATER FUND	NON-DEPARTMENTAL	48.09
	709-000206	WATER FUND	NON-DEPARTMENTAL	33.53
	709-000213	WATER FUND	NON-DEPARTMENTAL	31.58
	709-000215	WATER FUND	NON-DEPARTMENTAL	45.18
	710-000096	WATER FUND	NON-DEPARTMENTAL	27.68
	710-000097	WATER FUND	NON-DEPARTMENTAL	17.97
	710-000103	WATER FUND	NON-DEPARTMENTAL	27.68
	710-000104	WATER FUND	NON-DEPARTMENTAL	33.52
	710-000107	WATER FUND	NON-DEPARTMENTAL	31.57
	710-000108	WATER FUND	NON-DEPARTMENTAL	7.28
	712-000008	WATER FUND	NON-DEPARTMENTAL	33.54
	712-000041	WATER FUND	NON-DEPARTMENTAL	27.68
	712-000042	WATER FUND	NON-DEPARTMENTAL	24.76
	712-000055	WATER FUND	NON-DEPARTMENTAL	19.92
	712-000060	WATER FUND	NON-DEPARTMENTAL	17.98
	711-000074	WATER FUND	NON-DEPARTMENTAL	18.61
	712-000046	WATER FUND	NON-DEPARTMENTAL	32.51
	713-000285	WATER FUND	NON-DEPARTMENTAL	11.91
	713-000288	WATER FUND	NON-DEPARTMENTAL	9.90
	713-000290	WATER FUND	NON-DEPARTMENTAL	28.94
	713-000291	WATER FUND	NON-DEPARTMENTAL	23.93
	713-000292	WATER FUND	NON-DEPARTMENTAL	28.94
	713-000293	WATER FUND	NON-DEPARTMENTAL	25.93
	713-000294	WATER FUND	NON-DEPARTMENTAL	25.93
	713-000300	WATER FUND	NON-DEPARTMENTAL	39.00
	713-000287	WATER FUND	NON-DEPARTMENTAL	10.90
	102-000315	WATER FUND	NON-DEPARTMENTAL	32.79
	109-000026	WATER FUND	NON-DEPARTMENTAL	56.16
	401-000860	WATER FUND	NON-DEPARTMENTAL	52.43

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT		AMOUNT
ADT LLC	WTP&RVRINTK: SVC6/1/25-3/3	WATER FUND	WATER		785.88
	WTP&RVRINTK: SVC6/1/25-3/3	WATER FUND	WATER		785.88
				TOTAL:	1,571.76
ARDEN EQUIPMENT REPAIR, INC.	RPLC BROKEN PTO CLUTCH	SEWER FUND	SEWER		708.12
				TOTAL:	708.12
AUTOZONE	DIESEL FLUID	WATER FUND	WATER		83.94
	BRAKE CLEANER, BATTERY CLE	WATER FUND	WATER		19.17
	WINSHIELD FLUID, WIPES	SEWER FUND	SEWER		26.28
				TOTAL:	129.39
CHARLES TOWN UTILITY BOARD	MAY FUNDING	WATER FUND	NON-DEPARTMENTAL		20,242.61
				TOTAL:	20,242.61
CHARLES TOWN UTILITIES	SEC DEP XFR 7/1/24 - 4/30/	WATER FUND	NON-DEPARTMENTAL		9,309.04
				TOTAL:	9,309.04
CITY OF CHARLES TOWN	JUN RENT@ 661 S GEORGE ST	WATER FUND	WATER		1,275.00
	JUN RENT@ 661 S GEORGE ST	SEWER FUND	SEWER		1,275.00
				TOTAL:	2,550.00
CORE & MAIN	LOCATOR, 90 BEND	SEWER FUND	SEWER		2,447.48
				TOTAL:	2,447.48
COYNE CHEMICAL	CP- 837	WATER FUND	WATER		4,676.00
				TOTAL:	4,676.00
CRYSTAL SPRINGS	MNTHLY SVC@ 661 & 842	WATER FUND	WATER		166.37
	MNTHLY SVC@ 661 & 842	SEWER FUND	SEWER		126.40
				TOTAL:	292.77
CUMMINS, INC	PM: DEERFIELD PS	SEWER FUND	SEWER		314.83
				TOTAL:	314.83
WV DEPT OF HEALTH & HUMAN SERVICES	BACTERIOLOGICAL TEST	WATER FUND	WATER		207.00
	BACTERIOLOGICAL TEST	WATER FUND	WATER		161.00
	BACTERIOLOGICAL TEST	WATER FUND	WATER		46.00
				TOTAL:	414.00
GUTTMAN ENERGY	W/E 5/11/25	WATER FUND	WATER		1,073.38
	W/E 5/18/25	WATER FUND	WATER		806.09
	W/E 5/11/25	SEWER FUND	SEWER		912.05
	W/E 5/11/25	SEWER FUND	SEWER		111.96
	W/E 5/18/25	SEWER FUND	SEWER		1,113.55
	W/E 5/18/25	SEWER FUND	SEWER		70.22
				TOTAL:	4,087.25
JASON HARRIS	RMV PINE TREES BY CTWWTP	SEWER FUND	SEWER		7,854.00
				TOTAL:	7,854.00
INTELLIPOINT TECHNOLOGIES, LLC	IT-REGULAR-REMOTE	WATER FUND	WATER		600.00
				TOTAL:	600.00
INWOOD QUARRY, INC.	C2 & I10 PICKUPS: 5/13/25	WATER FUND	WATER		908.44
	C2 & I10 PICKUPS: 5/13/25	WATER FUND	WATER		908.44

CHARLES TOWN UTILITY BOARD

Wednesday, May 28, 2025

Regular Meeting

661 South George Street
Charles Town, WV 25414

Next Meeting - June 11, 2025 at 4:00 P.M.