CHARLES TOWN UTILITY BOARD
AGENDA

WEDNESDAY, SEPTEMBER 10, 2025

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

CALL TO ORDER

1. **SWEARING IN OF NEW CHAIRMAN**

2. **APPROVAL OF MINUTES**
   a. Approval of August 27, 2025 Regular Meeting Minutes
   UB Minutes 08.27.25.pdf

3. **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/83380915163?pwd=e1SU8mC8y1L8TKO2z767KVFM9o4yDR.1

   Meeting ID: 833 8091 5163
   Passcode: 165704
   (301)715-8592

4. **UNFINISHED BUSINESS**
   a. Update on WV PSC Case 25-0263-W-C – West Virginia American Water Complaint Case- 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.
   b. WV-002 Charles Town Road Tank – Possible Executive Session under the provision of W. VA Code 6-9a-4(b)(7) - To plan or consider an official investigation or matter relating to crime prevention or law enforcement.
   c. Madison Greens Alternate Mainline Extension Agreement

Madison Greens Sewer AMEA - Draft.pdf

d. Media Farms Alternate Mainline Extension Agreement
Media Farms Sewer AMEA -Draft.pdf

e. Capacity Improvement Fee Review
WWTP Upgrade Cost Summary 09.05.25.pdf
WWTP Upgrade Costs 09.03.25.pdf
CTUB 2025 CIF Slides V5 .pdf

5. **NEW BUSINESS**
   a. Beallair Pump Station Upgrade
   Beallair Pump Station.pdf
   b. Unifilt Corporation Air Scour Retrofit
   Unifilt Quote.pdf
   c. Identification of the Source of High Ammonia and Nitrate Levels Entering the Charles Town Wastewater Treatment Plant
   d. Collection System Project - Authorized Representative Resolution
   Authorized Resolution.pdf

6. **MANAGER REPORTS**
   a. Utility Manager Report
   Utility Manager Report.pdf
   Minutes Progress Meeting #6-Aug 2025.pdf
   Fox Glen.pdf
   Midsize and Large Drinking Water System Grant Program.pdf
   SW Capital Expenditure Report 09.10.25.pdf
   WA Capital Expenditure Report 09.10.25.pdf
   Revenue & Expense June 2025 - Preliminary Draft.pdf
   b. Chairman Report

7. **APPROVAL OF BILLS**
   a. September 10, 2025
   Board Report 09.10.25.pdf

8. **ADJOURNMENT**

9. **INFORMATION ONLY**
   a. Next Meeting - September 24, 2025 at 4:00 P.M.

CHARLES TOWN UTILITY BOARD

Wednesday, September 10, 2025

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

Approval of August 27, 2025 Regular Meeting Minutes

Attachments:

UB Minutes 08.27.25.pdf

Charles Town Utility Board
Regular Board Meeting
August 27, 2025

The Charles Town Utility Board held a regular meeting on August 27, 2025 at 4:00 P.M. Members of the Board present were Micheal George, Chairman; John Maxey, Vice Chairman; Duke Pierson, Treasurer; Heidi Parker, and Board Member; Patrick Kratovil, Board Member. Also present were Kristen Stolipher, Utility Manager; April Shultz, Assistant Utility Manager; Ashley Stottlemyer, Secretary; and the new County Commission Liaison, Commissioner Mike Mood.

Robert Rodecker, Legal Counsel, was absent from the meeting.

CALL TO ORDER

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

APPROVAL OF MINUTES

Approval of August 13, 2025 Regular Meeting Minutes

The Chairman called for changes or corrections to the August 13, 2025 regular meeting minutes. Mrs. Parker suggested a minor correction.

Action: **Motion made by Mr. Maxey, second by Mr. Kratovil, the Board unanimously approved the August 13, 2025 regular meeting minutes as amended.**

PUBLIC COMMENT

Public comment was received by Jacquelyn Milliron and Mary Gee. The Chairman also read a public comment from Councilwoman, Elizabeth Ricketts.

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

Mrs. Stolipher mentioned the initial briefs were filed and the reply briefs were due August 27th.

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

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

Mrs. Stolipher included the Ground Lease Agreement, Side Letter and WVDOH permit extension in the packet for the Boards review.

Action: **Motion made by Mr. Pierson, second by Mr. Maxey, the Board unanimously approved un-tabling the Sidewinder discussion.**

The Board provided discussions and questions on the Ground Lease Agreement. Mrs. Stolipher mentioned that Mr. Rodecker reviewed the agreement and was comfortable with the language.

Action: **Motion made by Mr. Maxey, second by Mr. Pierson, the Board approved the final Ground Lease Agreement with Sidewinder. Mrs. Parker opposed.**

Action: **Motion made by Mr. Maxey, second by Mr. Pierson, the Board approved the final Side Letter to the Ground Lease Agreement. Mrs. Parker opposed.**

Action: **Motion made by Mr. Maxey, second by Mr. Pierson, the Board approved the renewal of the WVDOH permit. Mrs. Parker opposed.**

Action: **Motion my Mr. Maxey, second by Mr. Pierson, the Board authorized the execution of the Sidewinder agreement and authorized the Chairman to execute as approved by the WV PSC. Mrs. Parker opposed.**

WV-002 Charles Town Road Tank – Possible Executive Session under the provision of W. VA Code 6-9a-4(b)(7) - To plan or consider an official investigation or matter relating to crime prevention or law enforcement.
This item was moved to Executive Session.

NEW BUSINESS

Chlorine Room Project – Resolution No. 1 – Pay Application No. 1
Mrs. Stolipher included the pay application for Resolution No. 1 in the amount of $15,885.00 for work completed.

Action: **Motion made by Mrs. Parker, second by Mr. Kratovil, the Board unanimously approved Resolution No. 1 – Pay Application No. 1.**

Collection System Project – Resolution No. 14 – CIF Payment No. 9
Mrs. Stolipher included the pay application for Resolution No. 14 – CIF Payment No. 9, in the amount of $42,326.52 for work completed.

Action: **Motion made by Mr. Kratovil, second by Mr. Maxey, the Board unanimously approved Resolution No. 14 – CIF Payment No. 9.**

Collection System Project – Resolution No. 15 – CWSRF No. 6, Pay Application No. 5
Mrs. Stolipher included the pay application No. 5 for Resolution No. 15 – CWSRF No. 6, in the amount of $620,946.92 for work completed.

Action: **Motion made by Mrs. Parker, second by Mr. Maxey, the Board unanimously approved the Resolution No. 15 – CWSRF No. 6, Pay Application No. 5.**

Madison Greens AMEA
Mrs. Stolipher provided the sewer AMEA for a total of 292 units in the proposed Madison Greens Subdivision. She mentioned the developer would construct the on-site sewer and then turn over to CTUB at no cost to CTUB. The Board provided discussions.

Action: **Motion made by Mr. Maxey, second by Mrs. Parker, the Board approved tabling the AMEA until the next meeting to allow for additional time to evaluate the CIF's and the ability to pay for possible requirements for future expansion. The Chairman and Mr. Pierson opposed.**

Media Farms AMEA

Action: **Motion made by Mr. Maxey, second by Mrs. Parker, the Board approved tabling the AMEA until the next meeting to allow for additional time to**

evaluate the CIF's and the ability to pay for possible requirements for future expansion. The Chairman and Mr. Pierson opposed.

Huntfield Water Storage Tank Leak Repair

Mrs. Stolipher informed the Board of an existing leak that has surfaced and needs repaired at the Huntfield Water Storage tank at an estimated cost of $78,677. She also provided there will be additional costs for a pressure tank while the tank is drained and repaired. The Board provided discussions.

Action: Motion made by Mr. Maxey, second by Mr. Kratovil, the Board unanimously approved the agreement with MidAtlantic Storage Systems for repair of the Huntfield water tank.

CIF Workshop Overview

Mrs. Stolipher gave a brief overview of the CIF workshop that was held at the water plant to discuss details surrounding the proposed 5MGD Water Plant expansion anticipated within the next five years. She mentioned that after a thorough assessment, Chris Eckenrode's recommended a total plant expansion expecting to cost $50 million including soft costs, with $18.3 million in plant upgrades (46%) and $21.7 million in growth-related costs (54%). Mr. Eckenrode reviewed his recommendations. The Board provided discussions.

Mr. Maxey suggested changing the sewer plant upgrades attributing to 100% growth rather than 55%. Mr. Eckenrode reviewed his recommendations for calculating the 55% for growth and 45% for the existing sewer plant upgrades. Mihaela Coppersmith from Raftelis provided her firm is allowed to follow the recommendation of the engineer when providing percentages to calculate fees, not solely the Board's recommendation. Mrs. Stolipher mentioned the recent upgrades to the sewer plant were factored into the calculations and will be utilized in the expansion of the plant.

Mr. Eckenrode mentioned increased treatment during and after rain storms, which should reduce following the completion of the Collection System Project, as well as high levels of ammonia and nitrate from an unknown source were contributing to deficiencies at the sewer plant and needed to be addressed. Mr. Maxey proposed Mr. Eckenrode reevaluate the percentages for the $50 million sewer plant expansion due to the two biggest problems cited do not have to do with the plant itself, but something that could be resolved, and bring back for the Board's review at the next meeting. He suggested creating a similar report to the water plant which breaks it down piece by piece attributing numbers to each.

The Board proposed to have another workshop with City Council and invite the public to review the numbers/percentages to calculate the water and sewer CIF values, including an asset detail. Mrs. Shultz suggested holding workshops earlier in this process as numbers are constantly changing the more drawn out the approval process is. Mr. Maxey reiterated the Board policy of growth paying for growth when calculating these CIF's.

Action: No action required by the Board.

CIP and CIF Review

Mrs. Stolipher provided the updated presentation by Raftelis including changes based on the recommendations of Mr. Eckenrode and an updated value on the sewer expansion growth percentage.

Action: No action required by the Board.

MANAGER REPORTS

Utility Manager Report

Mrs. Stolipher provided staff has addressed several water leaks over the past couple of weeks.

Action: No action required by the Board.

Chairman Report

The Chairman introduced the new City Manager, Brent Manual, and the new County Commission Liaison, Mike Mood.

Action: No action required by the Board.

APPROVAL OF BILLS

August 27, 2025

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

EXECUTIVE SESSION

WV-002 Charles Town Road Tank – Possible Executive Session under the provision of W. VA Code 6-9a-4(b)(7) - To plan or consider an official investigation or matter relating to crime prevention or law enforcement.

The Chairman invited the new City Manager, Brent Manual to the executive session.

Action: Motion by Mrs. Parker, second by Mr. Pierson, the Board unanimously approved convening into Executive Session at 5:35 P.M. to discuss WV-002 Charles Town Road Tank under the provision of W. VA Code 6-9a-4(b)(7) - To plan or consider an official investigation or matter relating to crime prevention or law enforcement.

The Board convened back into public session at 6:07 P.M.

ADJOURNMENT

There being no further business at this time, the Board adjourned the meeting at 6:08 P.M.

INFORMATION ONLY

The next meeting is scheduled for Wednesday, September 10, 2025 at 4:00 P.M. at 661 S. George Street.

_____	_____
Micheal George	Ashley Stottlemyer
Chairman	Secretary

CHARLES TOWN UTILITY BOARD

Wednesday, September 10, 2025

Regular Meeting

661 South George Street
Charles Town, WV 25414

Update on WV PSC Case 25-0263-W-C – West Virginia American Water Complaint Case- 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.

CHARLES TOWN UTILITY BOARD

Wednesday, September 10, 2025

Regular Meeting

661 South George Street
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WV-002 Charles Town Road Tank – Possible Executive Session under the provision of W. VA Code 6-9a-4(b)(7) - To plan or consider an official investigation or matter relating to crime prevention or law enforcement.

CHARLES TOWN UTILITY BOARD

Wednesday, September 10, 2025

Regular Meeting

661 South George Street
Charles Town, WV 25414

Madison Greens Alternate Mainline Extension Agreement

Attachments:

Madison Greens Sewer AMEA - Draft.pdf

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 **MADISON GREENS, LLC.** (hereafter " the DEVELOPER").

WHEREAS, CTUB has been authorized by City Ordinance Chapter 13, Article II to develop sewage collection and treatment facilities throughout its service area, together with vicinity residents and businesses, with public sewer service; and

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

WHEREAS, the DEVELOPER is planning to develop certain lands known as Madison Greens Subdivision (the "Development") located within CTUB's service territory within Jefferson County for residential development; and,

WHEREAS, the Development will be located to the west of Fairfax Circle and North Fairfax Boulevard; and

WHEREAS, the DEVELOPER intends to construct 143 single family and 149 townhome units; and

WHEREAS, the DEVELOPER intends to construct an On-site sewage collection systems on, in the area near to, or adjacent to the Development as approved by CTUB on the Development's Preliminary Plat including approximately 7,330 LF of 8" sewer line, 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 Public Service Commission of West Virginia's ("Commission") Rules for the Government of Sewer Utilities that became effective on March 25, 2023, in its entirety, understands the Rule and chooses to enter into this alternate main line extension agreement and to waive its right to refunds provided 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 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 or its engineers or agents shall bear any financial or any other responsibility for the design and construction of the Sewage Collection System.

Section 1.02. The DEVELOPER shall, at 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 current 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. 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. Prior to the substantial completion of the construction of the Sewage Collection System or phase thereof, CTUB shall have the right to inspect and approve the system of phase thereof to ensure that: (1) sewage will be satisfactorily transported from the Development in accordance with the terms of this Agreement and all applicable statutes, rules, and regulations legally applicable to CTUB; (2) infiltration will be minimized; (3) illegal and improper sources of inflow are eliminated; and (4) the system was constructed using sound engineering and construction standards, and using materials in compliance with CTUB's standards and specifications.

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

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

Section 2.06. At all times during the construction of said sewer system, the DEVELOPER shall maintain sole ownership of said sewer system.

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

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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 thirty (30) days to inspect said Sewage Collection System or phase thereof and run such tests, at CTUB's sole expense, as CTUB feels are appropriate and necessary to determine that the Sewage Collection System or phase thereof has been properly designed and constructed using sound engineering and construction standards. Within the thirty (30) day period, CTUB shall provide the DEVELOPER, in writing, a list of repairs which CTUB reasonably believes are required to cause the Sewage Collection System or phase thereof to comply with the plans and specifications previously approved by CTUB, as may have been modified by the changes required by any applicable State or Federal agency or other City department, and a list of other actions, which the DEVELOPER must take so that the system or phase thereof is completed in all respects in accordance with the approved plans. The DEVELOPER, at 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. The ownership will include any additional required off-site Sewage Collection System necessary to connect to the sewage collection and pumping system built as part of the Development, including rights-of-way, and all real property and easements. The transfer of ownership shall occur no late than fifteen (15) days after the expiration of CTUB' s right of inspection and testing, set forth in Section 3.02. At the time of the transfer of ownership of the Sewage Collection System or phase thereof to CTUB, to the extent that any of the DEVELOPER'S funds are bonded or subject to a letter of credit tied to the Sewage Collection System or phase thereof, DEVELOPER shall retain ownership in such funds and such funds shall be automatically returned to the DEVELOPER upon the termination of any such bond or letter of credit.

Section 3.04. Ownership of the Sewage Collection System or phase thereof and any required additional off-site collection and pumping systems shall be transferred by the DEVELPER to CTUB prior to connection to the sewage facilities built by the DEVELOPER as part of the Development.

Section 3.05. Prior to the transfer of ownership of the Sewage Collection System or phase thereof to CTUB, when the DEVELOPER applies for a building permit to construct a residential, commercial or industrial building in the Development, the DEVELOPER shall pay to CTUB (i) a non-refundable tap and inspection fee pursuant to approved CTUB tariff and (ii) a non-refundable capacity improvement fee pursuant to the approved CTUB tariff. Payments shall be made on the same date the DEVELOPER applies for a building permit to construct the residential, commercial or industrial building in the Development, which will result in said additional Customer. Notwithstanding the foregoing, CTUB shall only be entitled to retain a DEVELOPER tap or connection fee if CTUB, using its own resources, actually installs or inspects the tap and/or connection line and physically connects or inspects the connection to the customer's service. Once CTUB collects a tap or connection fee in accordance with the terms of this Agreement, CTUB shall 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 understand that CTUB's extension of service outlined in the Agreement herein shall be construed as an exemption to Rule 7.4. The Developer will collect reimbursement through appropriate pricing of real estate within its Development.

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

ARTICLE V

CONDITIONS PRECEDENT

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

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

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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 Madison Greens Development. CTUB has the right to further extend mains from and beyond the terminus of the mains constructed pursuant to this Agreement. In such an event, the DEVELOPER shall not be entitled to any refund for the connection of customers to such extension.

ARTICLE VI

SUBSEQUENT CONNECTIONS

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

Section 6.02. The DEVELOPER hereby agrees that in the event that the DEVELOPER transfers, prior to completion, any portion of DEVELOPER'S land in the Development to any individual, corporation or other entity who will continue to engage in development of said land as

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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 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 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.

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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.

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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: _____

MADISON GREENS, LLC.

By:_____

Its:_____

ATTEST:

_____

Its: _____

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EXHIBIT A

PUBLIC SERVICE COMMISSION RULE 7.4

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

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EXHIBIT B

DEVELOPER'S PROJECT

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

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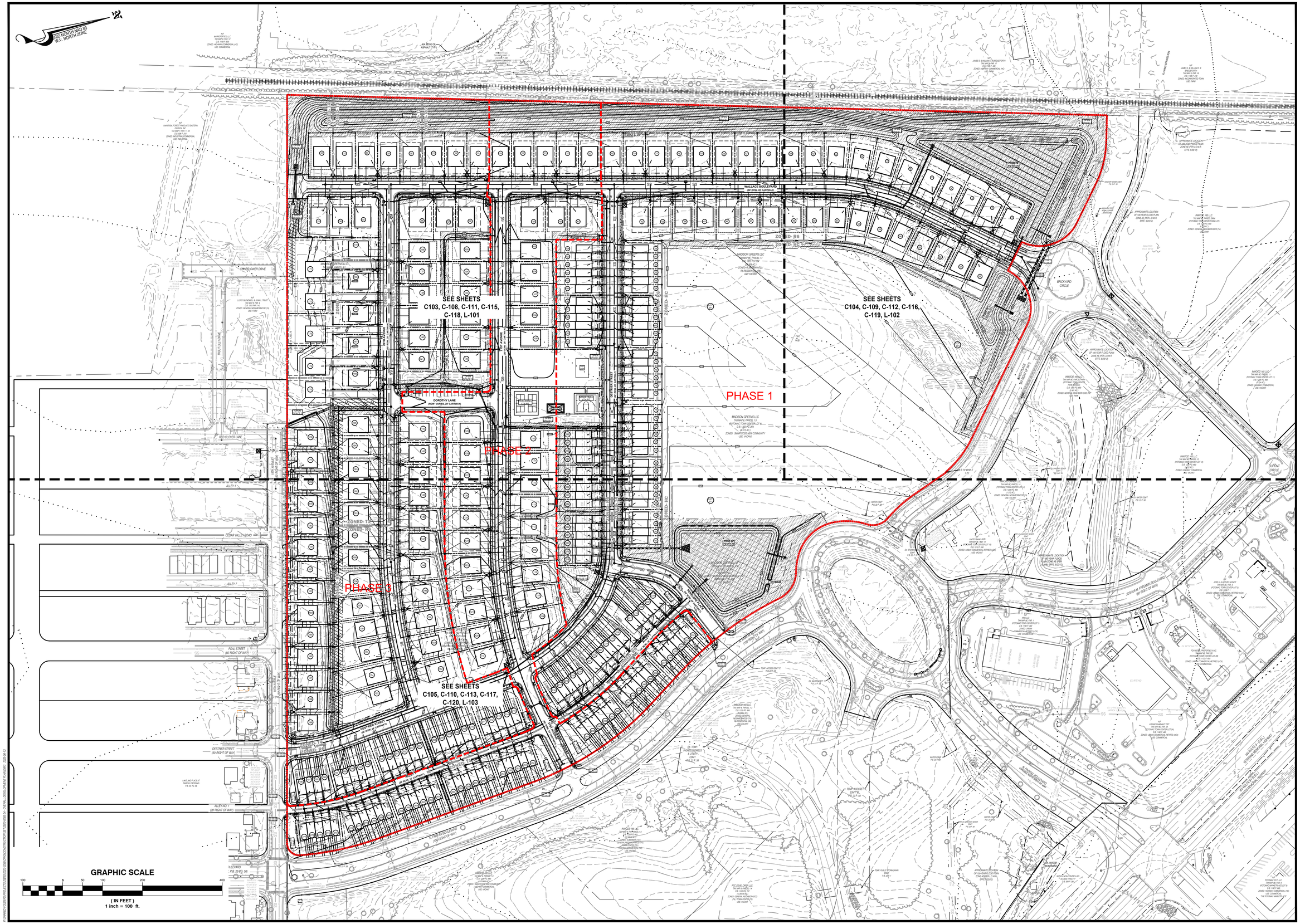

TREVOR MARK FREDERICK
REGISTERED
24227
STATE OF
WEST VIRGINIA
PROFESSIONAL ENGINEER
06/13/2025

Professional Certification:
I hereby certify that these documents were prepared or approved by me, and that I am a duly licensed professional under the laws of the State of: WEST VIRGINIA License #: 24227
Expiration Date: 12-31-2024

FSA
FREDERICK, SEIBERT & ASSOCIATES, INC.
CIVIL ENGINEERS • SURVEYORS • LANDSCAPE ARCHITECTS • LAND PLANNERS
fsa-inc.com
© 2025
15 EAST MAIN STREET, NEW BLOOMFIELD, PA 17068, 717-275-7844
355 SOUTH HANOVER STREET, CARLISLE, PA 17013, 717-249-0411
11142 WILLIAMSPORT PIKE, GREENCASTLE, PA 17225, 717-262-2407
128 SOUTH POTOMAC STREET, HAGERSTOWN, MD 21740, (MD) 301-665-6866

MARK	DESCRIPTION:	DATE:
	REVISED PER AGENCY COMMENTS	03.19.2025
	REVISED PER AGENCY COMMENTS	05.02.2025
	REVISED PER AGENCY COMMENTS	06.11.2025

MADISON GREENS
SITUATED WEST OF FAIRFAX BOULEVARD AND BAKER PLACE AND NORTH OF 19TH AVENUE
CITY OF RANSON
JEFFERSON COUNTY, WEST VIRGINIA
ATTN: ROB ROTZ
9729 GARIS SHOPO ROAD, HAGERSTOWN MARYLAND 21740
PHONE: 301-491-6999

PROJECT NO. 2023-0285
DWN BY: ABRAM MYERS
DATE: 12.12.2024
PROJECT MANAGER: TREVOR FREDERICK
EMAIL: TFREDERICK@FSA-INC.COM
PARCEL IDENTIFICATION #: 8-1.1, 8-1.3, 8-1.5, 8-9.2, 8E-17
SCALE: 1" = 100'

SHEET TITLE
OVERALL DEVELOPMENT PLAN

C-102
SHEET 04 OF 57

CHARLES TOWN UTILITY BOARD

Wednesday, September 10, 2025

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

Media Farms Alternate Mainline Extension Agreement

Attachments:

Media Farms Sewer AMEA -Draft.pdf

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 **Harvest Homes, 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 Media Farms Subdivision (the "Development") situated within CTUB's service territory; and

WHEREAS, the Development will be located along Flowing Springs Road adjacent to the intersection with Old Country Club Road; and

WHEREAS, the DEVELOPER intends to construct 42 Single Family residential 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 3,815 LF of 8" PVC SDR 35 and 400 LF of 8" PVC SDR 26 sewer line. The Off-site sewage collection system includes approximately 50' LF of 8" 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 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.

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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

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DEVELOPER, in writing, a list of repairs which CTUB reasonably believes are required to cause the Sewage Collection System or phase thereof to comply with the plans and specifications previously approved by CTUB, as may have been modified by the changes required by any applicable State or Federal agency or other City department, and a list of other actions, which the DEVELOPER must take so that the system or phase thereof is completed in all respects in accordance with the approved plans. The DEVELOPER, at 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").

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ARTICLE V

CONDITIONS PRECEDENT

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

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Agreement, CTUB shall not be permitted to collect from the customer any additional tap or service connection fee. CTUB shall only be permitted to collect one tap or connection fee per service connection in accordance with its Tariff on file with the PSC. CTUB's right to either retain DEVELOPER's tap or connection fee deposit or to assess a tap or connection fee from a customer is contingent upon CTUB installing the tap and/or connection line, which physically connects a customer's service to the DEVELOPER's collection system.

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

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percent of the cost of the improvements to be bonded at that time, and shall be for a period of 365 days that will begin on the date ownership of the On-Site and Off-Site Sewage Collection System or phase thereof is transferred to CTUB, At the conclusion of such one (1) year period, any warranty bond with respect to the Sewage Collection System or phase thereof shall automatically terminate and all bonded funds shall automatically be returned to the DEVELOPER.

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.

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Section 8.04. The DEVELOPER hereby agrees to save and indemnify and keep harmless CTUB, its engineer and agents from all claims, demands, causes of action, or suits of whatever nature

arising out of the labor and materials used by the DEVELOPER and their contractors or sub-contractors, and from all laborers', materialmen's and mechanics' liens upon the Sewage Collection System or upon the property upon which the Sewage Collection System is located arising out of the labor and materials used by the DEVELOPER and its contractors or sub-contractors, and the DEVELOPER shall keep the Sewage Collection System or phase thereof and said property free and 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.

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

By:_____

Its: _____

ATTEST:

_____

Its: _____

DRAFT

HARVEST HOMES, LLC.

By:_____

Its:_____

ATTEST:

_____

Its: _____

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EXHIBIT A

PUBLIC SERVICE COMMISSION RULE 7.4

Public Service Commission of West Virginia

Rules and Regulations for the Government of

Sewer Utilities. 150CSR7, Rule 7.4, Extension of Mains.

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EXHIBIT B

DEVELOPER'S PROJECT

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

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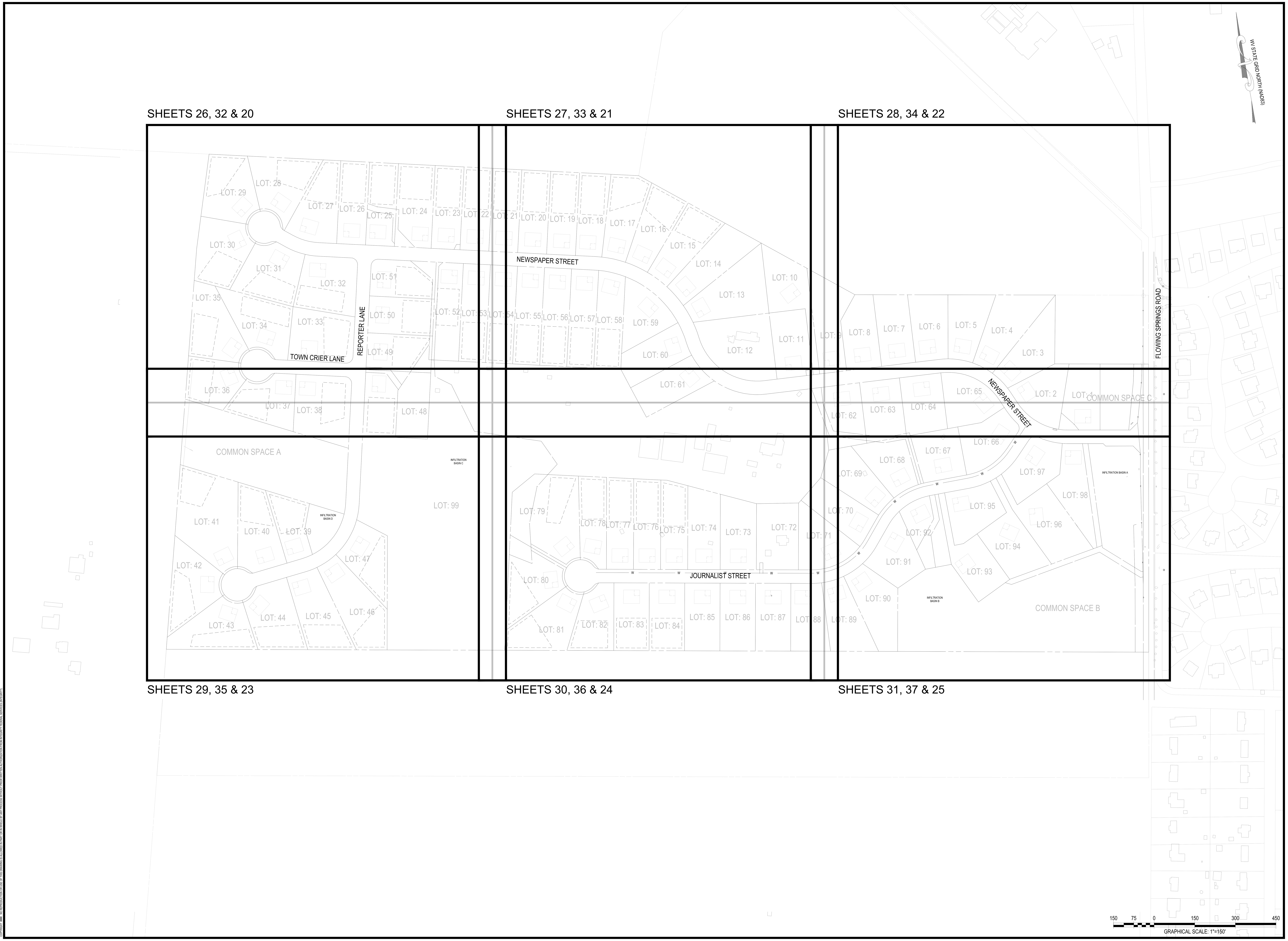

FILE PATH: G:\PROJECT\GENERAL\5100-0101 MEDIA FARM\ENGIN\PLANS\C-CS-001.DWG
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INTEGRITY
FEDERAL SERVICES
CIVIL ENGINEERING • LANDSCAPE ARCHITECTURE • PLANNING
148 S. Queen Street, Suite 201 • Phone: 304-725-8456
Martinsburg, WV 25401 • www.ifs-ae.com

JASON P. GERHART
REGISTERED
No. 19127
STATE OF
WEST VIRGINIA
PROFESSIONAL ENGINEER
7-10-25

SEAL:

REVISIONS

OVERALL KEY MAP

MEDIA FARM SUBDIVISION PRELIMINARY PLAT

TAX MAP 04; PARCEL 11 & 11.1 (D.B. 1330, P.G. 743), PARCEL 13 (D.B. 1331, PG. 1)
CHARLES TOWN TAX DISTRICT
JEFFERSON COUNTY, WEST VIRGINIA

SCALE:	HORIZ.: 1"=150' VERT.:
DATE:	MAY 2025
JOB:	5100-0101
DRAWN: JCH	CHECK: JPG
CADD:	C-CS-001.DWG
NCS:	
SHEET:	19 OF 78

CHARLES TOWN UTILITY BOARD

Wednesday, September 10, 2025

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

Capacity Improvement Fee Review

Attachments:

WWTP Upgrade Cost Summary 09.05.25.pdf
WWTP Upgrade Costs 09.03.25.pdf
CTUB 2025 CIF Slides V5 .pdf

Charles Town Wastewater Treatment Plants

Improvements Necessary in Next Five (5) Years

Headworks

- The plant currently has no screening, compactor, vortex grit removal or grit classifier redundancy. Thus, these single equipment items are running continuously and wearing out quickly.
- There is not enough room in the building to construct redundant equipment, thus a new building is required similar and adjacent to the existing.
- New building would be almost identical to the existing in terms of construction and layout.
- Building construction cost $1.5 million
- Equipment construction cost $1.0 million
- Electrical, HVAC and plumbing construction cost $0.5 million

GD&F recommends constructing an entire new redundant headworks building similar and adjacent to the existing.

Estimated construction cost is $3.0M

SBR Splitter Box

- The existing splitter box features dual 24 feet adjustable weirs.
- The weirs collect a lot of debris and floatable solids thus affecting equal flow distribution through the SBR tanks.
- The weirs are extremely difficult to adjust, especially since they are submerged in wastewater.
- The flow through the SBR basins vary as such does the loading through each basin.
- GDF recommends a new splitter box with electrically actuated downward operating weir gates to adjust and evenly split the flow through each basin.

Estimated construction cost for a new SBR Splitter Box is $0.5M



SBR Basins

- Basins No. 1 and 2 were constructed in 1988 and No. 3 was constructed in 2001.
- All three (3) basins have been known to leak. DEP has reported this on numerous occasions, most recently last month.
- The basins have been coated several times; however, the old coating systems have failed and are just a temporary fix.
- The basins do not have sloped bottoms to the WAS lines. This results in excessive wasting into the digester tanks which is very inefficient and hampers the digestion time.
- The diffusers are coarse bubble type as opposed to fine bubble type thus resulting in non-effective oxygen transfer which has led to high ammonia in the discharge on numerous occasions.
- The decanter devices and arms are original and should be replaced.
- GD&F recommends constructing three (3) new SBR basins with sloped bottoms and new fine bubble diffusers.

The total estimated concrete construction cost per basin is $2.0M, with new diffusers and decanters costing $0.5M per basin. The total estimated construction cost for all three (3) basins is $7.5M





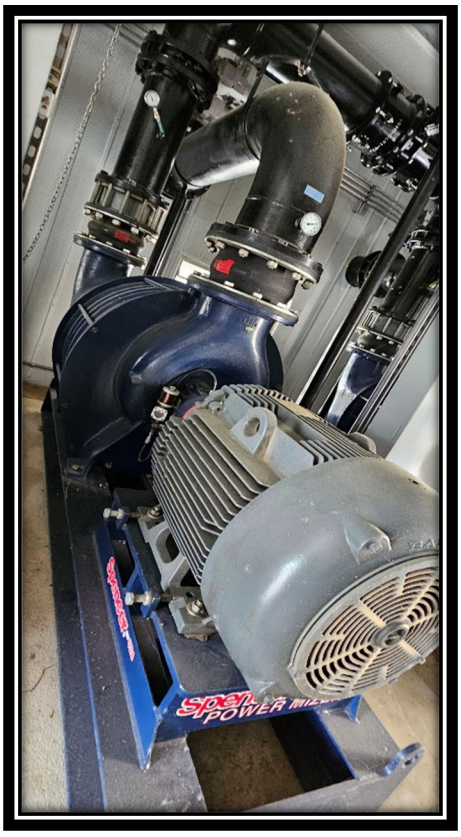




SBR Blowers

- Three (3) SBR blowers were installed in 2000, with the other two (2) added in 2004. These are 25 and 21 years old respectively and run consistently. Blowers of this size have a 20 year life cycle.
- The blowers, filters, air control valves and mass air flow meters all have reached the end of their useful life and should be replaced with new more energy efficient turbo blowers.

Estimated construction cost to replace all five blowers, motors, filters, air control valves and mass air flow meters is $1.5M.





3 Small Digester Tanks

- The two (2) small digester blowers, piping and diffusers and mixers are original to the 2000 upgrade.
- The submersible mixers are broken and do not work, thus at least one (1) blower has to run continuously.

Estimated construction cost to replace the blowers, motors, piping, diffusers, and mixers is $1.0M.





Effluent Pumps and Discharge Apron

- The three (3) existing submersible effluent pumps were installed in 1988 and need to be replaced.
- The discharge piping and check valves also need to be replaced.
- DEP has commented that the existing riprap discharge apron needs grouted.
- This project requires extensive temporary bypass pumping.

Estimated construction cost to replace the pumps, piping and provide a grouted riprap apron is $0.75M.



Denitrification Filters

- All existing denitrification filters, which are not currently used, need cleaned with all new filter media and startup

Total estimated cost is $0.50M

New Laboratory/Control Room/Office/Rest Room/Mechanical Room/Storage

- The laboratory and office building dates back to pre-1988, therefore, it is over 37 years old and in need of replacement.
- All existing rooms shall be replaced that are currently located inside existing WWTP including all doors/windows, furnishes, HVAC, plumbing and electrical.

Estimated construction cost is $1.0M



Sitework/Underground Electrical

- Costs associated for excavation/backfill, paving, underground piping and underground electrical service.

Estimated construction cost is $0.75M

Tuscawilla WWTP

- Tuscawilla WWTP originally had three (3) sets of MBR filters installed. There is currently only one (1) set of newer MBRs installed, thus no redundancy is provided. When the MBRs need cleaned multiple times per year, all this flow goes to the CT plant. This also requires excess use of the overflow pond.
- The existing RAS pumps are currently oversized which is causing process control issues.
- The existing pond has been causing all kinds of odor and elevated nitrate issues. It needs cleaned, and new blowers and diffusers/mixers installed and possibly an odor control system.
- The overflow pond is currently un-lined and contains raw sewerage.
- The fine drum screens will need upgraded/replaced.

Estimated construction cost for one new set of MBRs, upgraded fine drum screens, new RAS pumps and pond renovations is $1.5M

9/3/2025

CTUB Wastewater Treatment Plant Upgrades - Required Versus Growth Related Cost Calculation	
Construction Item	**Total Construction Cost ($M)**
Headworks Screen, Compactor, Grit and Classifier	$3.00
SBR Splitter Box	$0.50
SBR Basins	$7.50
SBR Blowers	$1.50
3 Small Digester Tanks	$1.00
Effluent Pumps and Discharge Basins	$0.75
Denitrification Filters	$0.50
Lab/Control/Office/Rest/Mechanical	$1.00
Site Work/Underground Electrical	$0.75
Tuscawilla MBR, RAS and Pond	$1.50
Total:	**$18.00**

Engineer's Recommendations: The total probable construction cost for a new single central wastewater treatment plant is $40 million. For comparison purposes, $18.0M would be necessary upgrades at the existing WWTFs over the next five (5) years. 18.0/40 is 0.45, thus 45% of the total project cost should be attributed to necessary upgrades to the existing wastewater treatment facilities. A total of $50 million should be included in the CIP to account for soft costs such as engineering, land, legal, permitting, contingency and inflation.

Charles Town Utility Board

Capacity Improvement Fee Study

Revised August 21, 2025

RAFTELIS

Capacity Improvement Fees Overview

- Capacity Improvement (often called “Impact” or “System Development”) Fees are **one-time** charges assessed to new customers for their use of system capacity.
  - Equitable method of recovering up-front system capacity costs from users

- Fees must comply with the Rational Nexus test established in court cases
  - The need for capacity charges is a result of new growth
  - The charges do not exceed the reasonable cost
  - Fees must be adequately earmarked for sufficient benefit for new customers

Current Fees

- Capacity Improvement Fees are upfront fees paid by developers (not recurring monthly charges paid by customers)
- Current fees were implemented in 2022.
- Current Water Connection Fee is $4,399 for each residential or non-residential connection
- Current Sewer Connection Fee is $2,930 for each residential or non-residential connection

Capacity Improvement Fee Methodologies

Buy-in	• **Backward-looking** • Used when there is facility capacity to serve current and future development • Unit cost of capacity for new development
Incremental	• **Forward-looking** • Future facilities that add capacity for new development • When existing system has little or no capacity for new development
Combined	• **Backward and forward-looking** • Current and future facilities • Combined facilities to serve current and future development

Criteria for CIFs

- Historical Customer growth
- Likelihood of future customer growth
  - 2% or more per year or 20% over 10 years
- Depletion of system capacity
  - Must run out of reserve capacity within next 5-7 years
- CIF must be based on cost of future capacity
  - CIF charges should not be used to pay for existing capacity
  - Only applies to new homes added by developer systems and the collection is required at the time permits are received





Overview of Fee Calculation

1. Examine asset value of existing assets, and calculate Replacement Cost New Less Depreciation. Identify and remove contributed and donated assets.
2. Examine Capital Improvement Plan (CIP) to determine Projects related to Growth
3. Identify Growth $ based on allocations provided by Utility
4. Remove principal of existing debt
5. Calculate Debt Credit for any planned future borrowing supporting growth
6. Divide Net System Value into Capacity
7. Derive Cost per Gallon per Day
8. Derive Capacity Improvement Fee per residential service unit

Water Growth Related CIP

Water Growth Related CIP		Total Cost	Growth %		Total Cost Included
Charles Town RaceTrack	$	88,000	50%	$	44,000
Fritts & Old Town Ranson		647,500	100%		647,500
Church Street		595,000	70%		416,500
South George Street		279,000	30%		83,700
Water Street		240,000	30%		72,000
Route 340		1,200,000	50%		600,000
West Academy Tie		88,000	30%		26,400
East 10th Street		298,000	30%		89,400
Burns Street PS Upgrade		1,175,333	50%		587,667
Augustine Avenue PS Discharge		298,000	50%		149,000
Augustine Avenue PS Upgrade		780,000	50%		390,000
Well Development/Spring Source Construction		1,614,900	50%		807,450
WTP Upgrade 1		50,000,000	54%		27,000,000
Total Water Growth Projects	**$**	**57,303,733**		**$**	**30,913,617**

Sewer Growth Related CIP

Sewer Growth Related CIP		Total Cost	Growth %		Total Cost Included
Renewal and Replacement Project	$	10,165,786	10%	$	1,016,579
CTWWTP Upgrades and Expansion 1		55,000	70%		38,500
CTWWTP Upgrades and Expansion 2		50,000,000	55%		27,500,000
Collection System Project		6,088,544	60%		3,653,126
Flowing Springs Pump Station Upgrade		1,000,000	70%		700,000
Greenfield Forcemain & Pump Station Upgrades		1,360,000	100%		1,360,000
Fairfax Crossing Parallel Line/Collector Projects		2,500,000	100%		2,500,000
Collections System Upgrade		3,000,000	70%		2,100,000
Collections Pump Stations Project		3,500,000	70%		2,450,000
Total Water Growth Projects	**$**	**77,669,330**		**$**	**41,318,205**

Water Cost of Capital Projects

- Calculate RCNLD of Core Assets
- Identified growth related projects for CTUB's approved CIP.
- Assumed future capital is funded for certain projects (Water Treatment Plant Expansion).
- Remove principal of current debt and net present value of projected principal.

Incremental Amount	
Growth Related Capital Projects	$30,913,617
Less: NPV of Projected Bond Principal	$(10,919,464)
Costs of Expansion to be Recovered	**$19,994,156**

Combined Amount	
Core Assets	$34,543,077
Less: Donated and Contributed Assets	$(1,704,287)
Less: Non-Core Assets	$(1,471,766)
Growth Related Capital Projects	$30,913,617
Less: Outstanding Principal	$(14,055,616)
Less: NPV of Projected Bond Principal	$(10,919,461)
Costs of Expansion to be Recovered	**$37,305,564**

Water Project Cost Per Unit

Incremental	Cost
Cost of Expansion to be Recovered	$19,994,1456
Total Capacity Added (MGD)	2.20
Cost per Gallon per Day (GPD)	$9.09

Combined	Cost
Costs of Expansion to be Recovered	$37,305,564
Water System Capacity (MGD)	2.80
Plus: Added Capacity in Future CIP	2.20
Total System Capacity (MGD)	5.00
Cost per Gallon per Day	$7.46

Sewer Cost of Capital Projects

- Calculate RCNLD of Core Assets
- Identified growth related projects for CTUB's approved CIP.
- Assumed future capital is funded for certain projects (WW Treatment Plant Expansion).
- Remove principal of current debt and net present value of projected principal.

Incremental Amount	
Growth Related Capital Projects	$41,318,205
Less: NPV of Projected Bond Principal	$(6,744,692)
Costs of Expansion to be Recovered	**$34,573,513**

Combined Amount	
Core Assets	$74,285,137
Less: Donated and Contributed Assets	$(25,576,785)
Less: Non-Core Assets	$(856,640)
Growth Related Capital Projects	$41,318,205
Less: Outstanding Principal	$(29,564,685)
Less: NPV of Projected Bond Principal	$(6,744,692)
Costs of Expansion to be Recovered	**$52,860,541**

Sewer Project Cost Per Unit

Incremental	Cost
Cost of Expansion to be Recovered	$34,573,513
Total Capacity Added (MGD)	2.75
Cost per Gallon per Day (GPD)	$12.57

Combined	Cost
Costs of Expansion to be Recovered	$52,860,541
Water System Capacity (MGD)	2.25
Plus: Added Capacity in Future CIP	2.75
Total System Capacity (MGD)	5.00
Cost per Gallon per Day	$10.57

SFR Capacity Improvement Fee

Incremental	Cost
Water (GPD)	$1,909
Sewer (GPD)	$2,640

Combined	Cost
Water (GPD)	$1,567
Sewer (GPD)	$2,220

- Water and sewer CIF scaling done based on CTUB's published tariff conversion chart, which is based on the West Virginia Department of Health design standards.
- The fees shown are for a single-family residential house with an average of 3 people.


Q&A

RAFTELIS

Thank you!

Contact:
Mihaela Coopersmith / mcoopersmith@raftelis.com
Ben Heaton / bheaton@raftelis.com

CHARLES TOWN UTILITY BOARD

Wednesday, September 10, 2025

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

Beallair Pump Station Upgrade

Attachments:

Beallair Pump Station.pdf

250728 CTUB BELLAIR PS LABOR SUPPORT

SNYDER ENVIRONMENTAL SERVICES INC

270 INDUSTRIAL BLVD

KEARNEYSVILLE, WV 25430

Contact: **KAZ LINK, PROJECT MANAGER**

Phone: **304.279.3175**

E-Mail: **KLINK@SNYDERENV.COM**

Quote To:	CTUB	Job Name:	BELLAIR PS
Attn:	KRISTEN STOLIPHER	Date of Plans:	25.07.23
	661 S GEORGE ST STE 101	Proposal Date:	25.08.04
	CHARLES TOWN, WV 25414	Revision Date:	
Phone:	304.904.7359		
Fax:			
E-Mail:	kstolipher@ctubwv.com		

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
101000	CLEAN WET WELL	1.00	LS	2,500.00	2,500.00
102000	DEMO	1.00	LS	4,725.00	4,725.00
103000	INSTALL NEW BASE L, GUIDE RLS, TOP SUPPORTS, PUMPS	1.00	LS	5,915.00	5,915.00
104000	MATERIAL-2" SS GUIDE RLS, ANCHORS, WELDING, 4" PIP	1.00	LS	11,025.00	11,025.00
105000	ELECTRICAL	1.00	LS	5,525.00	5,525.00
106000	STARTUP	1.00	LS	675.00	675.00
	BASE BID SUBTOTAL				**30,365.00**
	ADD ALT: OPTIONAL				
201000	PAINTING PIPE	1.00	LS	1,285.00	1,285.00

NOTES:

THIS PROPOSAL IS VALID FOR FIFTEEN (15) DAYS FORM DATE OF PROPOSAL

SES TO CLEAN WET WELL, INSTALL NEW PUMPS AND CONTROLS, FURNISH & INSTALL GUIDE RAILS.

CTUB IS SUPPLYING PUMPS, CONTROLS, AND BYPASS PUMPING.
*PAINTING PIPE IS OPTIONAL AND IS SHOWN AS OPTIONAL LINE ITEM. *

SITE IS OUTSIDE OF CITY LIMITS, B&O TAX N/A.

SPECIAL PROVISIONS

1. Pricing Structure: Unless a lump-sum price is explicitly stated for the work described herein, it is mutually understood and agreed that the unit price item quantities mentioned above are provided as estimates. Payment shall be based on the actual quantities of work performed by SES at the specified unit prices.

TERMS AND CONDITIONS

1. Payment Terms: Payment in full for all work carried out under this agreement for any given month shall be remitted no later than the tenth day of the subsequent month. Final and complete payment for all work performed under this agreement must be completed within fifteen (15) days after the work's conclusion. Interest will be applied on all unpaid balances from the due date

to the date of payment at the higher of the highest legal rate in the jurisdiction of the Contract's execution or one and one-half percent (1 1/2%) per month, whichever is lower. You agree to cover all costs and expenses incurred by SES in the process of collecting amounts owed under this Agreement, including court costs and attorney's fees. Payments received will be allocated to open items on unpaid invoices in an order and sequence determined by SES at its sole discretion. All funds paid to you for our work will be held in trust for our benefit. Credit card payments may be subject to additional fees.

2. Credit Approval: SES is not obligated to commence work as outlined in this Contract until your credit has been verified and approved by our Credit Department. This Proposal and Contract shall become null and void if your credit is not approved. If credit conditions become unsatisfactory at any time prior to the completion of the work, you shall provide adequate security upon our request. In the event that you fail to provide adequate security, we reserve the right to suspend the work.

3. Entire Agreement: This document constitutes the entire agreement between the parties, regardless of any prior proposals or communications. Any deviations from the specifications or modifications to the terms of this Contract, as well as any extra or incidental work or reductions in work, must be documented in writing and signed by both parties before such changes are implemented. Any adjustments to the Contract price resulting from such changes shall be included in the written agreement.

4. Insurance Obligations: SES will provide and pay for Worker's Compensation Insurance covering its employees, as well as General Liability and Property Damage Insurance. You are required to maintain General Liability and Property Damage Insurance adequate to safeguard against any and all claims and liabilities arising from the performance of the work, including those arising under your agreement to indemnify and hold SES harmless under this Contract. SES will also be responsible for the collection and payment of Social Security and State Unemployment Taxes applicable to its employees.

5. Access to Work Area: Suitable access to the work area shall be provided by you. If our work is dependent upon or must be coordinated with the work of others, their work must be executed in a manner that enables SES to carry out its work without interruptions.

6. Force Majeure: SES shall not be liable for any failure to undertake or complete the work due to causes beyond its control. SES may suspend the work for such causes, including, but not limited to, fire, flood, utility presence, labor disputes, accidents, and other unforeseen events.

7. Indemnification: You agree to indemnify and hold SES harmless from any suit, claim, liability, cost, or expense related to certain aspects of the work, including, but not limited to, sidewalks, driveways, subsurface conditions, and alleged damages to persons or property. SES shall not be responsible for damage or deterioration resulting from causes beyond its control.

8. Jurisdiction and Venue: The proper jurisdiction and venue for adjudication concerning this Contract is Jefferson County, West Virginia, and you waive any right to jurisdiction and venue in any other place.

If you accept the terms and conditions outlined above, please acknowledge your acceptance by signing in the space provided and return all copies for signatures. Upon receipt and execution by SES, this document will constitute the full and complete agreement between the parties.

AGREED AND ACCEPTED:

_____ Snyder Environmental Services, Inc.
(Firm Name)

By _____ By _____
Brandon Duriez, Vice President

_____
(Printed / Typed Name & Title)

IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT WILLIAM LANDSAW AT 304.725.9140 X204

STH, Inc.
97 D Monocacy Blvd
Frederick MD 21701
Phone: (301) 682-3390
Fax: (301) 682-3391

Quote

Quote # QTE26429

Date 7/8/2025

Bill To

Charles Town Utility Board
661 South George Street
suite 101
Charles Town WV 25414
United States

Ship To

Charles Town Utility Board
661 South George Street
suite 101
Charles Town WV 25414
United States

TOTAL

$75,400.00

Expires: 8/8/2025

Title	Reference
CTUB - Bellair Pump Station	Replacement Equipment

Account Rep	Est. Lead Time	Freight Terms	Terms
Cameron A Hallock (301) 370-3949	10-12 Weeks	FFA	Net 30

Item	Quantity	Rate	Amount
45/45/10 PAYMENT SCHEDULE PAYMENT TERMS: 45/45/10 PAYMENT SCHEDULE 45% Due at Release of Components to Production 45% Due at Shipment of Material to Job Site/Customer/Offsite Storage Note: STH must receive payment five business days prior to the estimated ship date. 10% Balance due at startup or 60 days from shipment, whichever occurs first. STH STANDARD CONDITIONS: Start-up & Warranty will not be provided until complete payment has been received. All applicable federal and state taxes NOT included. F.O.B. Shipping Point TERMS: Purchase Order or Signed Purchase Agreement. Payment: Per payment schedule; Past due accounts are subject to 2% per month service charge; annual percentage rate of 24%. All attorney fees and court costs incurred in collection of past due accounts will be added to amount due. No warranty or service will be honored on any equipment that has not been paid in full.			
STH Proposal STH Wastewater Pump Station Equipment Proposal, to Include: Qty.2 Grundfos Submersible Wastewater Pump Rated for 210 GPM @ 110' TDH 20 HP, 3450 RPM, 208V/3PH/60Hz 50' Power Cable, 3" ANSI Flange Qty.2 Grundfos 4" Guide Rail System	1	$75,400.00	$75,400.00

STH, Inc.
97 D Monocacy Blvd
Frederick MD 21701
Phone: (301) 682-3390
Fax: (301) 682-3391

Quote

Quote # QTE26429

Date 7/8/2025

Qty.2 Grundfos Top Guide Rail Suport			
Qty.2 Grundfos Intermediate Guide Bracket			
Qty.2 5/16" Lifting Chain			
Qty.1 Duplex Control Panel, to Include: NEMA 3RX SS Enclosure, Station View Grundfos IO113 Pump Monitoring Relay Integrated PumpWatch Remote Monitoring (to mimic Job Corps PS)			
Qty.1 50' Submersible Transducer w/ Cage			
Qty.6 Float Switch, 50'			
Qty.1 STH Startup Supervision, 1 Day			
Qty.1 Freight Included			

*****Quoted price does not include Federal, State, or Local Sales Tax.*****

Subtotal	$75,400.00
Tax Total (%)	$0.00
Total	$75,400.00

Terms and Conditions:

Dear Valued Customer,

Unless specified otherwise, quoted price does not include shipping or freight charges. FOB Shipping Point. Start-up and Warranty will not be provided until complete payment has been received. All terms subject to credit approval. Past due accounts are subject to 2% per month service charge. APR of 24%. All attorney fees and court costs incurred in collection of past due accounts will be added to amount due. The above is accepted subject to the terms as stated. Payment will be issued in accordance with STH terms. I accept a fax or e-mail of this agreement to be as legally binding as an original document. If tax exempt, include a copy of your tax certificate. State law requires us to have a copy on file. Quotes Valid for 10 days.

Price Adjustment Clause

If, during the performance of this contract, the cost of materials significantly increases due to circumstances beyond the control of STH, Inc., the contract price will be equitably adjusted to reasonably cover such increases.

Tariffs and Duties

Any tariffs, duties, import fees, or other government-imposed charges assessed on the shipment of goods shall be the sole responsibility of the customer. If such charges are incurred by STH at the time of import or delivery, they will be passed through to the customer and added to the final invoice. The customer agrees to pay any such additional charges in full upon receipt of the invoice. Unless otherwise agreed upon or superseded by a prior written agreement, STH is not responsible for any delays, costs, or liabilities resulting from the imposition of tariffs or related regulations.

STH, Inc.
97 D Monocacy Blvd
Frederick MD 21701
Phone: (301) 682-3390
Fax: (301) 682-3391

Quote

Quote # QTE26429

Date 7/8/2025

PO #: _____ Date: _____ STH Authorization: _____ Date: _____

Company Name: _____ Date: _____

Authorized:_____ Title: _____



CHARLES TOWN UTILITY BOARD

Wednesday, September 10, 2025

Regular Meeting

661 South George Street
Charles Town, WV 25414

Unifilt Corporation Air Scour Retrofit

Attachments:

Unifilt Quote.pdf

HEADQUARTERS
375 Johnson St., Wilkes-Barre, PA 18702
1-800-752-3899, Fax 570-829-4515
www.unifilt.com

UNIFILT CORPORATION

SALES OFFICE
P.O. Box 614, Ellwood City, PA 16117
1-800-223-2882, Fax 724-758-3870
info@unifilt.com

August 14, 2025
via email: chutzler@ctubwv.com

CHARLES TOWN UTILITY BOARD
ATTN: Mr. Chris Hutzler

Re: WATER TREATMENT PLANT
Charles Town, West Virginia

Dear Mr. Hutzler:

We propose to furnish the following Air Scour, Support Gravel, High Density Garnet Gravel and reuse the High Density Garnet Sand, Filter Sand, and Filter Anthracite for

SCOPE OF WORK: (4) filters (11' x 11')
121 square feet each
TOTAL FILTER AREA: 484 square feet

AIR SCOUR -
(4) Drop pipe: each pipe is 6' long and 3" diameter SCH40 and 304 SS, with and a 3" elbow flange on one end and a 3" flange on the other
(4) Air header: 304 SS, Schedule 5: designed with 1" diameter connection on 12" centers for use with a cotter pin with welded integral air distribution control sleeves. Each header pipe approximately 10' long with welded end discs
(160) Air laterals: 304 SS, 1" diameter with 2-1/4" laser slotted openings on 6" Centers

SUPPORT GRAVEL - 10% extra included for losses in handling
1-1/2" x 3/4" 3" depth
3/4" x 3/8" 2" depth
3/8" x 3/16" 2" depth
TOTAL: 311 cubic feet/15.55 tons

HIGH DENSITY GARNET GRAVEL - 3" depth plus 5% extra included
Effective Size - 1.40 - 1.70 mm
Uniformity Coefficient - 2.20 or less
Specific Gravity - 3.60 or more
TOTAL: 127 cubic feet/8.89 tons

SPECIFICATION	**DEVIATION**
HIGH DENSITY GARNET	
Specific Gravity - 4.0	3.60 or more

Material meets American Water Works Association Standard B100-16 for Filtering Material and listed under the National Sanitation Foundation Standard 61 - Process Media. Samples and/or in-house test report of each gradation or size can be provided for review and the final written approval for payment must be received at our plants prior to release for shipment. Any additional testing will be at the expense of others. Onsite sampling and testing is excluded unless agreed upon by Unifilt.

Material will be packaged in semi-bulk containers with lifting straps and bottom discharge spout, containing approximately 2,000-4,000-pound sacks, non-palletized.

UNIFILT can furnish the necessary equipment and labor required for removal (on-site disposal) and the "hydraulic" installation of the new media.

EXCLUSIONS:

1. Disinfection after installation is excluded unless specifically included by us in our scope.
2. Water (450-500 gpm) for Hydraulic installation must be made available to us with reasonable access, free of charge. Unifilt will supply a pressure boosting pump if required. Handling of all water after use for hydraulic installation will be thru normal backwash waste piping, unless some other method is specifically agreed to by Unifilt.
3. Operation of any fixed plant appurtenances such as (but not limited to) valves, pumps, etc. is excluded unless specifically agreed to by Unifilt.
4. Cleaning of underdrains (and plenums) beneath the topmost elevation of the underdrain construction (includes gravel below pipe lateral systems) is excluded unless specifically agreed to by Unifilt.
5. Water Blasting, sand blasting, pressure washing, or scrubbing of walls or troughs, etc., and supplying and/or applying of any paints or coatings is excluded unless specifically agreed to by Unifilt.
6. Special grouts, or anchorage systems, etc. are excluded unless specifically agreed to by Unifilt.
7. Special demolitions and/or constructions either temporary or permanent, which are necessary for whatever reason, such as (but not limited to) holes in walls, temporary doors or windows, or heat, etc. are excluded unless specifically agreed to by Unifilt.
8. The cleaning or flushing of any piping, recycling tanks, flocculators, etc. is excluded unless specifically agreed to by Unifilt.
9. Repetitive mobilizations ad de-mobilizations are excluded unless specifically agreed to by Unifilt. Quotation is based on one mobilization.
10. Restoration of grass, shrubs, sidewalks, curbs, etc. is excluded unless specifically agreed to by Unifilt.
11. In general, any repairs, or replacement of any fixed plant appurtenances, not damaged or destroyed by the negligence of Unifilt Personnel are excluded unless specifically agreed to by Unifilt.
12. Repetitive skimmings (more than one each for sand and anthracite) are excluded unless specifically agreed to by Unifilt, or deemed necessary by Unifilt personnel on site.
13. Non-productive "Safety Watcher", if required, must be provided by others.
14. Unloading of material at the jobsite by Unifilt's forces is excluded unless specifically agreed to by Unifilt.
15. In that filter media is only one component of a complex system, we make no claim, of any kind, pertaining to performance of or within that system. This includes claims/requirements pertaining to media losses during the operation of the filters.

NOTES:

1. Unifilt will supply a Certificate of Insurance covering labor and equipment; naming the owner as additional insured.
2. All included work will be completed by Unifilt's permanent non-union personnel. Any other "operator" or "watcher" type personnel required by Union Contracts shall be paid for and provided by others.

3. Removal means removal of filtering materials, immediately after backwashing, from the filters, and dumped directly into a truck or container provided by others, in reasonably close proximity, for ultimate disposal by others.
4. Project Scheduling, and sequencing must be reviewed and accepted by Unifilt. Unifilt reserves the right to adjust the Contract price to recapture costs incurred by Unifilt resulting from scheduling and/or sequencing issues, which effect productivity, mobilizations, etc.
5. In that Bulk Density is extremely sensitive to bed porosity which is impacted by variations in specific gravity, and compaction, which in turn are impacted by the depth of the bed, and grain size, THE QUANTITIES STATED ARE OUR BEST ESTIMATE TO ACHIEVE THE IN-PLACE REQUIREMENT OF THE PROJECT, based upon our experience in actual practice installing these materials.
6. The weight of the packaged material is the weight at the time of packaging at the production facility and includes moisture, which may or may not be present after transportation and storage.

If overseeing the installation of the filter media, by a qualified field technical representative to instruct, monitor, and advise the Contractors' personnel in proper placement of the filtering material can be provided at an additional charge of $2,000/day plus travel expenses from Wilkes Barre, Pennsylvania. IF UNIFILT DOESN'T PERFORM THE WORK

Pricing shown is firm for 30 days, based on shipment of the above material and the production lead-time of 8-10 weeks. If shipments are delayed beyond more than 30 days of availability date, 1-1/2% will increase prices quoted per month on all material shipped after that date. We do not include any taxes that may be applicable. Pricing is based on payment due within thirty days from date of shipment with approved credit. Credit card payments will incur a 4% surcharge.

TOTAL PRICE:--FOB Shipping Point (Packaged Material) = **$46,300**
ADD for truck freight to jobsite =**$ 3,900**
ADD for **Removal/Installation Services**: = **$115,700**
$165,900

Should you have any questions, please feel free to contact us at your earliest convenience.

Sincerely yours,

UNIFILT CORPORATION

Julie K. Nocera

Julie K. Nocera
VP of Sales

13981

****

Acknowledge and accept on this ____day of _____, 2025.

CHARLES TOWN UTILITY BOARD

Printed Name: _____
Title: _____
Signature: _____

Purchase Order No. (if applicable): _____

Please advise ship to and bill to addresses:

SHIP TO:
CHARLES TOWN UTILITY BOARD
Water Treatment Plant
15527 Charlestown Road
Charles Town, West Virginia 25414

BILL TO:
CHARLES TOWN UTILITY BOARD
601 South George Street, Suite 101
Charles Town, West Virginia 25414

****

CHARLES TOWN UTILITY BOARD

Wednesday, September 10, 2025

Regular Meeting

661 South George Street
Charles Town, WV 25414

Identification of the Source of High Ammonia and Nitrate Levels Entering the Charles Town Wastewater Treatment Plant

CHARLES TOWN UTILITY BOARD

Wednesday, September 10, 2025

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

Collection System Project - Authorized Representative Resolution

Attachments:

Authorized Resolution.pdf

AUTHORIZING RESOLUTION

At the _____ meeting of the _____ held on
regularly scheduled or special Government Entity

_____, 20___, _____, has been duly authorized to act
Newly Authorized Person

on and sign on behalf of the _____ any and all federal and state actions
Government Entity

as they relate to planning, design, and/or construction of _____

_____.
description of project

This motion being duly presented and seconded, has been adopted by a _____
quorum or majority

vote and therefore _____ may sign all such documents relative to
Newly Authorized Person

wastewater facilities on behalf of _____ .
Government Entity

Newly Authorized Representative _____
Signature Date

_____
Title

ATTESTED BY:

[Seal] _____ Clerk/Recorder/Secretary
Signature Date

(Attach copy of minutes from meeting.)

CHARLES TOWN UTILITY BOARD

Wednesday, September 10, 2025

Regular Meeting

661 South George Street
Charles Town, WV 25414

Utility Manager Report

Attachments:

- Utility Manager Report.pdf
- Minutes Progress Meeting #6-Aug 2025.pdf
- Fox Glen.pdf
- Midsize and Large Drinking Water System Grant Program.pdf
- SW Capital Expenditure Report 09.10.25.pdf
- WA Capital Expenditure Report 09.10.25.pdf
- Revenue & Expense June 2025 - Preliminary Draft.pdf

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

MEMORANDUM TO THE BOARD OF DIRECTORS

DATE: September 10, 2025
TO: Board of Directors
SUBJECT: Utility General Manager's Report, September 2025

Summary:
The Utility is operating effectively with no significant issues to report. Several major projects are on-going including the 2023 Collection System Project, Greenfield Forcemain Project and Asbury Block Sewer project. Various other task orders are being completed as well.

Wastewater Treatment Plant

Total Wastewater Processed August 2025:
Charles Town: 35.14 million Gallons per month or 1.16 MGD average
Tuscawilla: 5.42 million Gallons per month or 0.17 MGD average

Collection System

1 pump(s) pulled and sent for repair
18 Grease Trap inspections
10 Sewer main repairs/blockages/call-outs
3 sewer line inspections

Water Plant and Distribution System

Total Water Pumped July 2025 (CT): 51.9 million Gallons per month or 1.67 MGD average
4 leaks repaired
3 meters repaired
6 meters replaced
25 new meters installed
1,643 - Ten (10) day notices
26 Disconnect notices, 90 Disconnects
1 hydrant installed repaired
1 hydrant repaired

Customer Counts

- Sewer 10,307
- Water 7,521

Human Resources

Employees Count: 34 full-time | 1 part-time | 2 vacancies

Professional Development:

Backflow Prevention – 1 employee completed course and certification

Other Notable Activities for the Month:

August 5, 2025 Attended PSC Municipal and Association Seminar online.

August 19th – Liberty Street Stormwater coordination meeting with City and consultants to determine solutions to conflicts between water and stormwater design.

2022 Collection System Project – Progress Meeting #6 held on August 28th. Meeting minutes attached.

Utility Cloud and Edmunds Software Integration on-going. Accounting, Payroll and AP conversion not finalized as of September 5th. Working with TEK Advisors and Edmunds to determine path forward.

Fox Glen Development – Correspondence received from the County Commission, Region 9 and the Jefferson County Health Department regarding support for the Fox Glen Subdivision. There is a push to obtain grant funding to extend public sewer to the subdivision to address a significant environmental concern with failing septic fields. Staff has advised the property owner to attend the next Board meeting on September 24th to present their request to the Board.

Midsize and Large Drinking Water System Infrastructure Resilience and Sustainability Grant
Staff will work with Region 9 to determine if we have a feasible project that meets funding criteria. Must be used for the planning, design, construction, implementation, operation, or maintenance of a program or project that increases resilience of public water systems to natural hazards. Examples of projects include:

- Conservation of water or the enhancement of water use efficiency
- Modification or relocation of existing drinking water system infrastructure significantly impaired by natural hazards
- Design or construction of desalination facilities to serve existing communities
- Enhancement of water supply though watershed management and source water protection
- Enhancement of energy efficiency or the use and generation of renewable energy in the conveyance or treatment of drinking water
- Development and implementation of measures to increase the resilience of the drinking water system to natural hazards and extreme weather events; or to reduce cybersecurity vulnerabilities
- Formation of regional water partnerships to collaboratively address documented water shortages

August 27, 2025 – Reply Brief's filed in PSC Complaint case against WVAW, Case 25-0263-W-C.

CHARLES TOWN UTILITY BOARD
WASTEWATER TREATMENT PLANT FLOW DATA

CHARLES TOWN WASTEWATER PLANT FLOW DATA						
YEAR	Total Design (MGD)	TOTAL ANNUAL FLOW (MG)	AVERAGE DAILY (MGD)	Total Design minus Average Daily (MGD)	Total Available (gpd)	Total Available (EDU's)
2015	1.75	384	1.05	0.7	700,000	4,667
2016	1.75	419	1.14	0.61	610,000	4,067
2017	1.75	393	1.08	0.67	670,000	4,467
2018	1.75	491	1.34	0.41	410,000	2,733
2019	1.75	459	1.26	0.49	490,000	3,267
2020	1.75	419.7	1.15	0.60	603,333	4,022
2021	1.75	401.61	1.11	0.64	637,500	4,250
2022	1.75	387.15	1.06	0.69	687,500	4,583
2023	1.75	382.28	1.06	0.69	694,167	4,628
2024	1.75	432.96	1.19	0.56	559,167	3,728
2025	1.75	284.69	1.17	0.58	582,500	3,883

TUSCAWILLA WASTEWATER PLANT FLOW DATA						
YEAR	Total Design (MGD)	TOTAL ANNUAL FLOW (MG)	AVERAGE DAILY (MGD)	Total Design minus Average Daily (MGD)	Total Available (gpd)	Total Available (EDU's)
2015	0.5	48	0.13	0.37	370,000	2,467
2016	0.5	49	0.13	0.37	370,000	2,467
2017	0.5	48	0.14	0.36	360,000	2,400
2018	0.5	78	0.21	0.29	290,000	1,933
2019	0.5	55.24	0.15	0.35	350,000	2,333
2020	0.5	1.09	0.16	0.34	340,000	2,267
2021	0.5	32.55	0.10	0.40	400,833	2,672
2022	0.5	62.8	0.17	0.33	328,333	2,189
2023	0.5	83.78	0.23	0.27	270,000	1,800
2024	0.5	66.68	0.18	0.32	316,667	2,111
2025	0.5	0	0.00	0.50	500,000	3,333

Total EDU's available between CT and Tuscawilla	
2015	7,133
2016	6,533
2017	6,867
2018	4,667
2019	5,600
2020	6,289
2021	6,922
2022	6,772
2023	6,428
2024	5,839
2025	7,217

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

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

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

2024		
	Total (MG)	AVERAGE (MG)
JANUARY	36.06	1.16
FEBRUARY	34.43	1.19
MARCH	38.99	1.26
APRIL	38.08	1.27
MAY	37.15	1.2
JUNE	32.9	1.1
JULY	34.51	1.11
AUGUST	42.16	1.36
SEPTEMBER	35.37	1.18
OCTOBER	35.46	1.14
NOVEMBER	35.48	1.22
DECEMBER	32.37	1.1
Annual Total	432.96	1.19

2025		
	Total (MG)	AVERAGE (MG)
JANUARY	38.98	1.26
FEBRUARY	34.73	1.24
MARCH	33.84	1.09
APRIL	32.05	1.07
MAY	37.34	1.2
JUNE	38.01	1.2
JULY	34.6	1.12
AUGUST	35.14	1.16
SEPTEMBER		
OCTOBER		
NOVEMBER		
DECEMBER		
Annual Total	284.69	1.17

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

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

2024		
	Total (MG)	AVERAGE (MG)
JANUARY	8.61	0.28
FEBRUARY	8.25	0.28
MARCH	6.28	0.2
APRIL	5.05	0.17
MAY	4.64	0.15
JUNE	5.25	0.18
JULY	4.91	0.16
AUGUST	5.42	0.18
SEPTEMBER	4.87	0.16
OCTOBER	4.5	0.15
NOVEMBER	4.41	0.15
DECEMBER	4.49	0.14
Annual Total	66.68	0.183

2025		
	Total (MG)	AVERAGE (MG)
JANUARY	4.9	0.16
FEBRUARY	4.5	0.17
MARCH	6.19	0.2
APRIL	6.84	0.23
MAY	6.76	0.22
JUNE	6.84	0.23
JULY	6.82	0.22
AUGUST	5.42	0.17
SEPTEMBER		
OCTOBER		
NOVEMBER		
DECEMBER		
Annual Total	48.27	0.200

CHARLES TOWN UTILITY BOARD
WATER TREATMENT PLANT FLOW DATA

CHARLES TOWN WATER PLANT FLOW DATA						
YEAR	Total Design (MGD)	TOTAL ANNUAL FLOW (MG)	AVERAGE DAILY (MGD)	Total Design minus Average Daily (MGD)	Total Available (gpd)	Total Available (EDU's)
2019	2.8	644.32	1.77	1.03	1,034,980	6,900
2020	2.8	615.64	1.68	1.12	1,117,946	7,453
2021	2.8	601.87	1.64	1.16	1,164,627	7,764
2022	2.8	588.97	1.60	1.20	1,204,163	8,028
2023	2.8	602.24	1.63	1.17	1,168,256	7,788
2024	2.8	579.85	1.57	1.23	1,228,525	8,190
2025	2.8	396.07	1.62	1.18	1,176,770	7,845

GLEN HAVEN WATER PLANT FLOW DATA						
YEAR	Total Design (MGD)	TOTAL ANNUAL FLOW (MG)	AVERAGE DAILY (MGD)	Total Design minus Average Daily (MGD)	Total Available (gpd)	
2020	0.0216	1.04	0.01	0.01	13,120	
2021	0.0216	3.06	0.01	0.01	13,213	-
2022	0.0216	2.70	0.01	0.01	14,335	-
2023	0.0216	2.99	0.01	0.01	13,573	-
2024	0.0216	2.68	0.01	0.01	14,441	-
2025	0.0216	0.00	0.00	0.02	21,600	-

CAVALAND WATER PLANT FLOW DATA						
YEAR	Total Design (MGD)	TOTAL ANNUAL FLOW (MG)	AVERAGE DAILY (MGD)	Total Design minus Average Daily (MGD)	Total Available (gpd)	
2020	0.036	0.59	0.005	0.03	31,210	
2021	0.036	1.91	0.01	0.03	30,766	
2022	0.036	1.84	0.005	0.03	31,041	
2023	0.036	1.79	0.005	0.03	31,186	
2024	0.036	0.00	0.00	0.03	31,006	
2025	0.036	0.00	0.00	0.04	36,000	

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

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

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

2024		
	Total (MG)	AVERAGE (MG)
JANUARY	48,027,207	1,549,265
FEBRUARY	44,217,320	1,579,190
MARCH	46,432,344	1,497,818
APRIL	44,552,042	1,437,163
MAY	46,432,344	1,497,818
JUNE	52,695,168	1,699,844
JULY	55,816,216	1,800,523
AUGUST	51,158,016	1,650,259
SEPTEMBER	48,673,792	1,570,122
OCTOBER	48,580,272	1,567,106
NOVEMBER	46,786,184	1,509,232
DECEMBER	46,480,137	1,499,359
Annual Total	579,851,042	1,571,475

2025		
	Total (MG)	AVERAGE (MG)
JANUARY	49,081,856	1,583,286
FEBRUARY	45,138,739	1,612,098
MARCH	48,289,664	1,557,731
APRIL	48,088,035	1,551,227
MAY	50,221,867	1,620,060
JUNE	49,541,120	1,651,371
JULY	53,797,378	1,735,399
AUGUST	51,914,776	1,674,670
SEPTEMBER		
OCTOBER		
NOVEMBER		
DECEMBER		
Annual Total	396,073,435	1,623,230

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

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

2024		
	Total (MG)	AVERAGE (MG)
JANUARY	234,900	7,577
FEBRUARY	182,100	5,874
MARCH	206,200	6,250
APRIL	224,200	7,232
MAY	210,000	6,774
JUNE	257,889	8,319
JULY	306,700	9,894
AUGUST	217,900	7,029
SEPTEMBER	203,900	6,577
OCTOBER	215,000	6,935
NOVEMBER	211,300	6,816
DECEMBER	205,400	6,626
Annual Total	2,675,489	7,159

2025		
	Total (MG)	AVERAGE (MG)
JANUARY	229,800	7,413
FEBRUARY	191,300	6,832
MARCH	213,100	6,874
APRIL	248,300	8,010
MAY	275,900	8,900
JUNE	281,500	9,383
JULY	298,800	9,639
AUGUST	288,599	9,310
SEPTEMBER		
OCTOBER		
NOVEMBER		
DECEMBER		
Annual Total	2,027,299	8,295

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

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

2024		
	Total (MG)	AVERAGE (MG)
JANUARY	155,600	5,019
FEBRUARY	135,000	4,355
MARCH	148,800	4,750
APRIL	155,700	5,023
MAY	153,600	4,955
JUNE	164,300	5,300
JULY	178,100	5,745
AUGUST	177,200	5,716
SEPTEMBER	151,800	4,897
OCTOBER	144,000	4,645
NOVEMBER	134,900	4,352
DECEMBER	160,300	5,171
Annual Total	1,859,300	4,994

2025		
	Total (MG)	AVERAGE (MG)
JANUARY	137,900	4,448
FEBRUARY	125,700	4,489
MARCH	133,100	4,294
APRIL	135,700	4,377
MAY	169,600	5,471
JUNE	140,600	4,687
JULY	148,600	4,794
AUGUST	149,100	4,810
SEPTEMBER		
OCTOBER		
NOVEMBER		
DECEMBER		
Annual Total	1,140,300	4,671

Charles Town Utility Board
2022 Collection System Project
City of Charles Town, Jefferson County, West Virginia
Progress Meeting # 6
Thursday, August 28, 2025 @ 10:00 AM

Meeting Minutes

Prepared by: Gwin, Dobson & Foreman, Inc.
David Santelli, Project Manager
Issued: September 2, 2025

1. Review Minutes of Previous Meeting & Attendance:

- Everyone confirmed receiving the revised minutes from meeting #5 (issued 8/5/25).

2. Review of Work Progress since Previous Meeting and Upcoming Work:

- During the month of August, HRI's primary crew focused their efforts on the installation of the 30-inch SDR-35 PVC gravity sewer main along the Evitts Run Interceptor. Work progressed steadily upstream from manhole APS-24 through APS-17. This work included the installation of new precast manholes (APS-23, APS-22, APS-21, APS-20, APS-19A, APS-19, APS-18, and APS-17), pouring concrete flow channels, reconnecting existing sewer laterals, and performing the required testing. The crew successfully completed and passed air pressure tests on the new sewer main sections and vacuum tests on the new manholes, confirming a watertight installation.
- HRI will continue to work at Evitts Run, and switch back to Jefferson and Jetts when they receive the plug valves to complete forcemain installation and tie-in.
- Once the boring subcontractor is completed at Augustine, they would like to send a crew to Lakeland.
- Another crew will be starting the forcemain at Burr East in the next month or so – trying to tie down drillers. There is a chance they may also drill the gravity at 11th Ave pump station to try and get their work done in one mobilization.

3. Field Observations, Problems, Conflicts and Coordination:

- GD&F and HRI met with Charles Town City paving supervisor to discuss Morrison Street paving restoration. We were able to get Charles Town to allow trimming the edge of the existing asphalt in a large portion of the roadway to alleviate additional paving that would have otherwise resulted in an extensive paving cost.
- The contract bid totals provided by RK&K, line item 37 for 6" C900 Class 165 PVC Force Main estimated quantity showed 2,200', where the actual total is approximately 4,100' for the project.
- A Change Order for the Augustine Ave. Bore is pending until the work is complete due to the unknown presence of rock.
- The project sign SRF funding total has been updated to reflect $3,560,984.00.
- CTUB has provided GD&F with overhead power documentation from the City of Ranson. GD&F is working with Potomac Energy to determine the most cost-effective way to get power to Lakeland.
- GD&F reported that Potomac energy has been increasingly difficult to get a cost for Lakeland power supply. They are working to get a cost estimate to determine if overhead or underground

is the most cost-effective option. GD&F will request a meeting with all parties if this is not resolved soon.

- CTUB has conducted wage interviews and reported no issues.
- HRI has been working on scheduling an E&S inspection with Keith Allison (DEP).
- HRI has requested a customer's contact info at War Admiral. CTUB will forward this to HRI.

4. Status of Construction Schedule & Contract Times:

- HRI provided an updated project schedule and reported that they are currently on schedule other than the unknown Lakeland power issue that is being worked out.

    - Contract Status: 254 of 578 days have elapsed.
    - Substantial Completion Date: June 18, 2026 (18 months)
    - Final Completion Date: July 18, 2026 (19 months)

5. Review of Submittals & Material Deliveries:

- GD&F has processed 48 submittals to date with 0 outstanding.
- HRI stated that there are no known upcoming submittals.
- Delivered Materials
    - MH19
    - HDPE pipe for Burr East.
- Expected Deliveries
    - Fusible C900 pipe should be delivered next week.
    - Plug valves are 1-2 weeks out.

6. Maintenance of Quality and Work Standards:

- Don reported no issues with quality of work.
- CTUB stated that they are pleased with the quality of work and further stated that the MH inverts are exceptional.
- Reminder to HRI to continue sending the weekly look-ahead schedule.

7. Application for Payment / Certified Payroll:

- Pay Application #05 was reviewed by GD&F, turned over to CTUB, and CTUB approved payment on 8/27/25.

8. Testing Laboratory:

- Don reported that so far, all Air Pressure and Vac testing has been successful.
- Don to send compaction testing reports.

Charles Town Utility Board
2022 Collection System Project
City of Charles Town, Jefferson County, West Virginia
Progress Meeting # 6
Thursday, August 28, 2025 @ 10:00 AM

9. Other Pertinent Business Relating to Work:

- The NPDES Stormwater permit extension/amendment has been approved.
- The DOH MM-109 permit has been updated by GD&F. The DOH online portal does not allow you to view this and GD&F has requested documentation from the DOH.
- HRI has been in contact with Troy at DOH and is coordinating with them as necessary for highway crossings.
- DEP stated that they visited the work sites and reported no issues.
- HRI has been submitting AIS compliance certs with their submittals.

10. Future Meeting:

- The next progress meeting will be Thursday, September 25th at 10:00 AM at the CTUB Office. CTUB will set up a Zoom Conference for those who wish to attend virtually.

Respectfully submitted,
GWIN DOBSON & FOREMAN, INC.

David Santelli — 09/02/2025

David Santelli
Project Manager

Date

Attendance Sheet
2022 Collection System Project
Charles Town Utility Board
City of Charles Town, Jefferson County, West Virginia

Meeting: 06
Date: August 28, 2025

	NAME/TITLE	REPRESENTING	PHONE	EMAIL
1.	David Santelli PM	GDF	412.289.6875	dsantelli@gdfengineers.com
2.	Travis Markley Enc. Tech	CTUB	304-671-1245	tmarkley@CTUBWV.com
3.	Collin Cole	CTUB	(304) 995-6777	CCole@CTUBWV.COM
4.	Thomas Cazad	WVDEP - SRF	304-926-0499 x43789	thomas.a.cazad@wv.gov
5.	John Walter	GDF	814 502 0605	Jwalter@gdfengineers.com
6.	Don Peglow	GDF	814.600.8438	dpeglow@gdfengineers.com
7.	Spencer Fultineer	WVDEP-SRF	304-926-0499 x43786	spencer.a.fultineer@wv.gov
8.	Josh Kutz	HRI	814-574-7815	jkutz@hriinc.com
9.	Bill Sarraf	HRI	582-322-1751	wsarraf@hriinc.com
10.	Kristen Stolipher, Utility Manager	CTUB	304-724-7080	Kstolipher@CTUBWV.com
11.				
12.				
13.	Ed Barker (virtual)	HRI		
14.	Bill Weicenburg (virtual)	HRI		
15.	Chris Eckenrode (virtual)	GDF		
16.				
17.				

JEFFERSON COUNTY COMMISSION

124 East Washington Street, P.O. Box 250, Charles Town, WV 25414
Phone: (304) 728-3284 **Fax:** (304) 725-7916
Web: www.jeffersoncountywv.org

PRESIDENT
Pasha Majdi

COMMISSIONER
Jack Hefestay

COMMISSIONER
Cara Keys

COMMISSIONER
Mike Mood

COMMISSIONER
Steve Stolipher

August 20, 2025

Region 9
226 Pilot Way, Suite E
Martinsburg, WV 25405

To Whom It May Concern,

The Jefferson County Commission supports the expansion of public water and sewer infrastructure in Jefferson County. I understand that Mr. Ronnie Marcus is seeking assistance to expand sewer service in the North Jefferson Elementary School and Fox Glen Subdivision area.

Expanding the sanitary sewer line will bring public sewer service to an unserved area and to an area currently experiencing failing septic systems, which will improve the public health and welfare of our community. It is my understanding that the sewer line is owned and maintained by the Charles Town Utility Board (CTUB).

The Commission recognizes that investments in water and sewer infrastructure are essential to ensuring safe, sustainable, and reliable services for our residents, schools, and businesses. For these reasons, we express our support for efforts to secure funding and assistance for water and sewer service expansions.

Sincerely,

Edwina Benites-LM
County Administrator
Jefferson County Commission

c: Mr. Ronald Marcus
Marcus Enterprises
777 East Washington Street
Charles Town, WV 25414

Terrence J. Reidy MD MPH
Health Officer

Brandon M. Rhodes MPH
Local Health Administrator

September 3, 2025

To Whom it May Concern,

The Jefferson County Health Department has been made aware of funds that may be appropriated for the use of environmental health hazard abatement and community infrastructure repairs. The Health Department would like to voice support for allocating those funds for the project that proposes to expand public sewer to the Fox Glen Subdivision.

The proposed funds would service the community known as Fox Glen Subdivision. Fox Glen is a subdivision located in Kearneysville, WV constructed entirely on individual sewage systems. The Subdivision was finished in the early to mid-1970's when WV's Sewage code was first developed. The standards for lot size and sewage system sizing have changed over time, making most of these homes no longer in compliance with up-to-date standards. Moreover, there is evidence of multi-lot system failures that are creating a public health hazard for the community. Recently, the health department has had to deny projects to repair septic systems in the community due to the lot not meeting current standards for a septic system. Therefore, the best solution for the community is to expand public sewage to service it.

It is the opinion of Jefferson County Health Department's Registered Environmental Health Specialist (REHS) Alexis Davy that in the interest of improving the public health of the community, this subdivision be granted access for public sewage service.

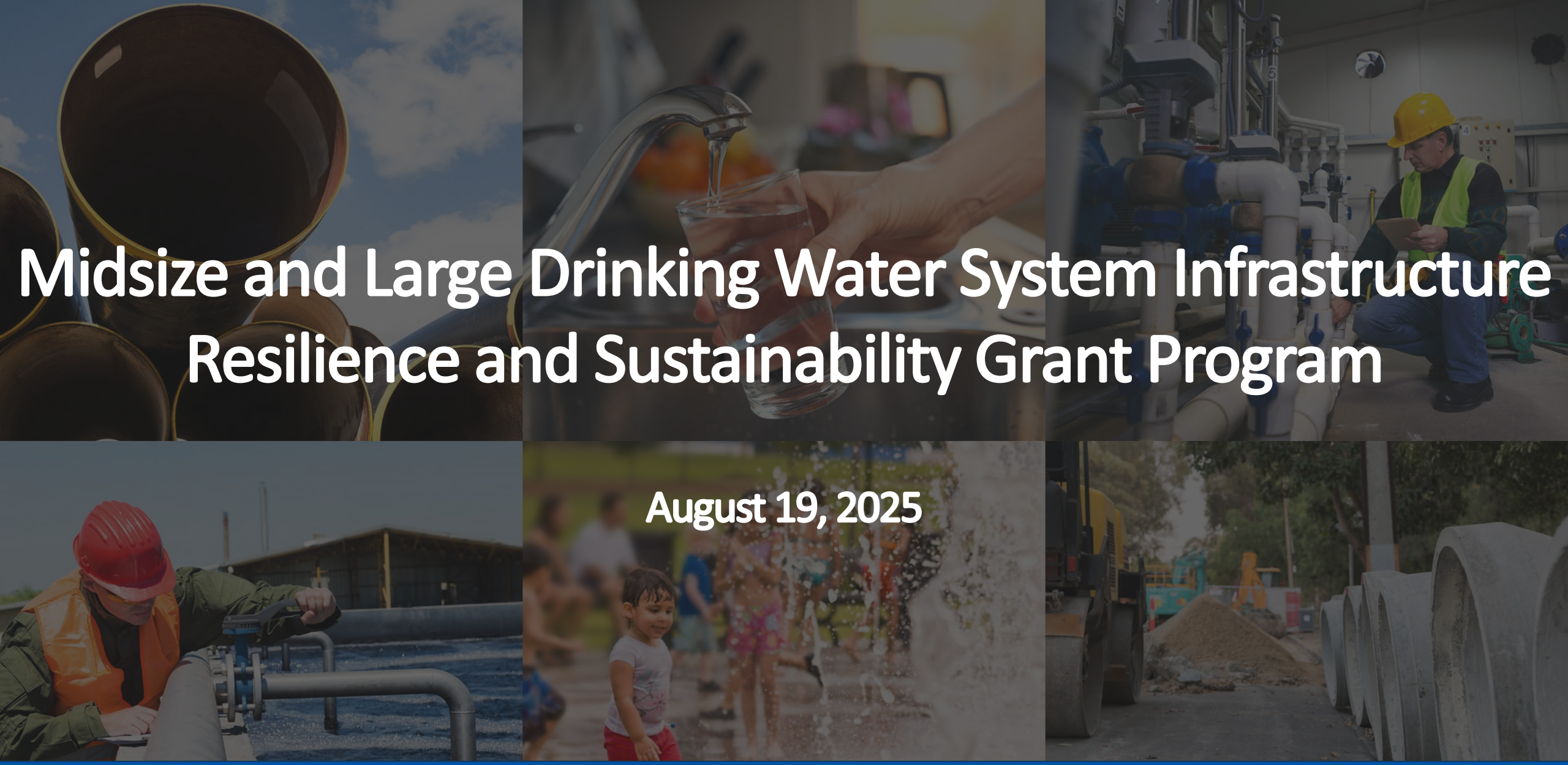
Please feel free to contact me with any further questions at 304-728-8416 during our business hours of 8am-4pm Monday-Friday.

Sincerely,

Alexis Davy, REHS/RS
Environmental Health Manager

CC: Mr. Ronald Marcus
Marcus Enterprises
777 East Washington Street
Charles Town, WV 25414

1948 Wiltshire Road, Suite 1
Kearneysville, WV, 25430
Phone: 304-728-8416
Fax: 304-728-3319
www.jchdwv.org



Midsize and Large Drinking Water System Infrastructure Resilience and Sustainability Grant Program

August 19, 2025

United States Environmental Protection Agency

Office of Water

Webinar Logistics

- **Audio Controls:** Your audio is muted by the organizer

- **To Ask a Question:** Type your question in the Zoom Chat. If you have additional questions, please send your questions about this presentation to ResiliencyGrant@epa.gov.

Webinar Disclaimer:

- The Midsize and Large Drinking Water System Infrastructure Resilience and Sustainability Program is a grant program that will be awarded through a **competitive** Notice of Funding Opportunity process.
- The information shared during this presentation is limited due to EPA Grant competition policy.
- This webinar is intended to inform audiences about the general premise of the grant program.

Agenda

1. Welcome
2. Overview of the Grant Program
3. Overview of Potential Cybersecurity Projects
4. Risk and Resilience Assessments and Emergency Response Plans
5. How to Apply
6. Next Steps
7. Additional Resources
8. Questions

Overview of the Grant Program

Statutory Authority

Section **1459F** of the **Safe Drinking Water Act (SDWA)**, authorizes the EPA to establish the **Midsize and Large Drinking Water System Infrastructure Resilience and Sustainability Program**.

Grant Purpose

- Increase the resilience of medium and large size public drinking water systems to natural hazards, extreme weather events, and cybersecurity threats.
- **Funding amount**: $9.5 million in combined fiscal year funding is available under this grant competition for 2025.
- **Number of Awards**: Up to 6 awards are anticipated under the 2025 competition.

Why Focus on Drinking Water System Resilience?

- Safe drinking water and clean water services are critical to public and environmental health.
- Public water systems face challenges related to aging infrastructure, natural hazards, funding, and other critical priorities.
- Access to clean water is a top priority of EPA.
- Resilience planning is an opportunity for water systems to integrate new and established infrastructure management techniques to produce more sustainable and efficient operations.

Why Focus on Drinking Water System Resilience?- continued

- Available funding can accelerate the development of water infrastructure to bolster resilience and readiness to potential impacts like extreme temperatures, natural disasters, and cyber attacks.
- Water systems are anchor institutions, providing critical services and leadership to the communities they serve.

Definitions

- **Natural Hazard -** a natural event that threatens the functioning of a community water system. (ex: earthquake, tornado, flood, hurricane, wildfire, drought,etc.)
- **Resilience -** the ability of a community water system or an asset of a community water system to adapt to or withstand the effects of a malevolent act or natural hazard without interruption to the assets or system's function, or if the function is interrupted, to rapidly return to a normal operating condition

Definitions- continued

- **Public Water System -** a system for the provision to the public of water for human consumption through pipes or other constructed conveyances
- **Midsize Community -** a community with a population equal to or greater than 10,000 individuals and fewer than 100,000 individuals.
- **Large Community -** a community with a population equal to or greater than 100,000 individuals.

Eligibility Criteria

- **Who Can Apply?**
  - a public water system that serves a community with a population of 10,000 individuals or more.

Eligible Projects

- Eligible projects or programs for this funding opportunity will address the *planning, design, construction, implementation, operation, or maintenance* needs of a public water system to increase its resilience to natural hazards, extreme weather events and cybersecurity threats through:
  - Water conservation/ water use efficiency
  - Modification or relocation of existing drinking water system infrastructure
  - Design or construction of desalination facilities
  - Water supply enhancement
  - Energy efficiency/ renewable energy
  - Drinking water infrastructure resiliency measures against natural hazards
  - Formation of regional water partnerships to address water shortages

Examples of Eligible Projects/Programs

- Flooding: Elevating, relocating or floodproofing instrumentation, electrical controls and pumps.
- Earthquakes: Retrofitting occupied utility buildings to prevent collapse.
- Wildfires: Installing water lines at greater depths and upgrading to hardened materials
- Tornados: Designing new facilities, control rooms and offices to withstand high winds.
- Cybersecurity Vulnerabilities: updating water system operational technology, enhancing water system physical and cybersecurity



Overview of Potential Cybersecurity Projects

Cole Dutton, EPA Water Infrastructure and Cybersecurity Division, Cybersecurity Branch

Implementing and/or updating drinking water operational technology (OT)

Examples include, but are not limited to, bolstering the following:

1. Supervisory Control and Data Acquisition (SCADA)
2. Human Machine Interface (HMI)
3. Programmable Logic Controllers (PLCs)
4. Remote Terminal Units (RTUs)





Implementing or updating cybersecurity measures and controls to enhance resilience to cyberattacks

Examples include, but are not limited to, the following:

1. Multifactor authentication (MFA)
2. Firewalls
3. Virtual Private Networks (VPNs)
4. Network Segmentation
5. Security Information and Event Manager (SIEM)
6. Intrusion Detection/Intrusion Prevention Systems (IDS/IPS)
7. Network Monitoring (IT and OT)



Implementing, developing, and/or redeveloping drinking water system cybersecurity best practices

Examples include, but are not limited to, the following:

1. Establishing offsite backups of critical data
2. Creating and implementing processes and procedures for continuity of operations
3. Developing and regularly testing cybersecurity incident response and recovery plans
4. Establishing a comprehensive cybersecurity education program for all staff





Risk and Resilience Assessments and Emergency Response Plans

Charlene Kormondy, Water Infrastructure and Cybersecurity Resilience Division, Preparedness and Response Branch

Examples of Eligible Projects/Programs

Midsize and Large Drinking Water System Infrastructure Resilience and Sustainability Program Notice of Funding Opportunity pg. 6-7:

"Development and implementation of measures to increase the resilience of the drinking water system to natural hazards and extreme weather events; or to reduce cybersecurity vulnerabilities (e.g., conducting cyber risk assessment and implementing priority cybersecurity practices, infrastructure and technological improvements, larger capacity water storage tanks, relocation or deepening of wells, updating extreme weather or natural disaster risk and resilience assessments, and improving emergency response plans based on the findings of a risk and resilience assessment)"

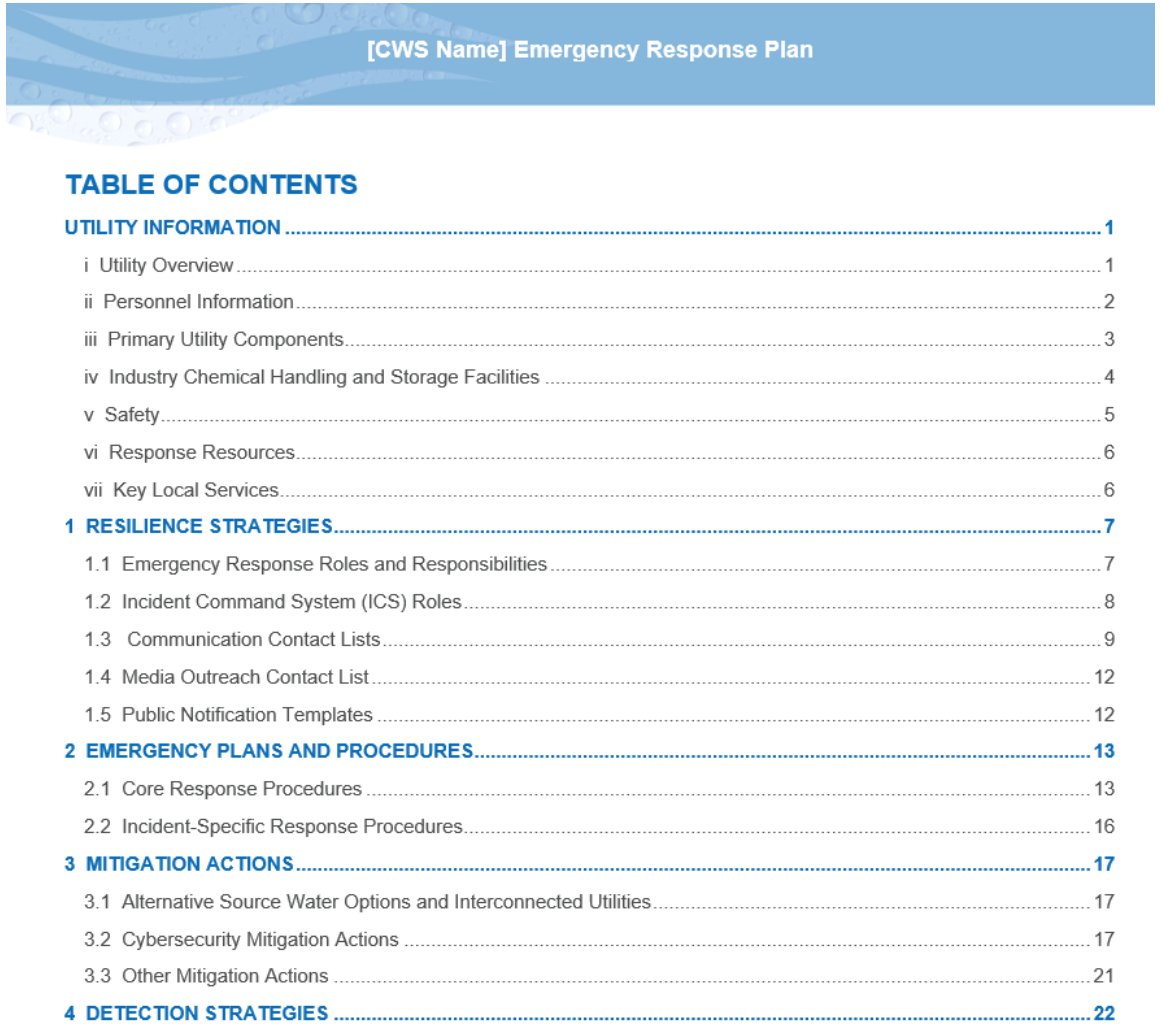
What is a Risk and Resilience Assessment?

- Goal: recognize and rank your system's top risks
- RRAs address these questions:
  - What natural hazards occur in your area?
  - What man-made threats (e.g., cyberattack) may occur?
  - Are there weaknesses in your utility that leave you vulnerable to these threats?
  - How is your utility prepared to handle these threats?
- EPA's RRA Checklist or Vulnerability Self Assessment Tool (VSAT) can help water systems develop an RRA



What is an Emergency Response Plan?

- Goal: have a plan to follow when emergencies strike
- ERPs address these questions:
  - How can you detect threats early?
  - What roles will each employee play during the response?
  - Who will help you during an emergency?
  - What steps should you take before, during, and after an emergency?
- EPA's ERP Template can help water systems develop an ERP



[CWS Name] Emergency Response Plan

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Comparison of Grant Program and SDWA Section 1433

Midsize and Large Drinking Water System Infrastructure Resilience and Sustainability Program Grant

- **Eligible Applicants**: Public water systems serving communities with a population of 10,000 individuals or more.
- **Eligible Activities:** Risk and Resilience Assessments (RRAs) and Emergency Response Plans (ERPs) are possible but not required.
- **Eligible Threat Topics:** Cybersecurity and natural hazards.

Safe Drinking Water Act Section 1433

- **Regulated Entities**: Community water systems serving a community with a population of 3,300 individuals or more.
- **Requirements:** Developing and updating RRAs and ERPs every 5 years is mandatory.
- **Required Threat Topics:** Malevolent acts (including but not limited to cybersecurity) and natural hazards.

Final Thoughts on RRAs and ERPs in the Grant Program

- Developing or updating an RRA and or ERP are eligible activities under the grant
- Developing or updating an RRA and ERP can help:
  - Identify and prioritize key natural hazards
  - Inspire projects to enhance resilience against cybersecurity threats and natural hazards
- For information on RRA and ERP requirements, deadlines, and certifications under SDWA section 1433,visit www.epa.gov/waterresilience/awia-section-2013 or email dwresilience@epa.gov



How to Apply

How to Apply

- The grant application is currently available on Grants.gov.
  - Search for Assistance Listing Number: **66.488**
- Your organization must be registered with Grants.gov to apply.
  - If it is not currently registered with Grants.gov, please encourage your office to designate an Authorized Organization Representative (AOR) and ask that individual to begin the registration process as soon as possible.
  - Visit https://www.grants.gov/support for registration assistance

How to Apply- continued

- The registration process also requires that your organization have a Unique Entity Identifier (UEI) and a current registration with the System for Award Management (SAM).
    - Visit www.SAM.gov for more details regarding the UEI and SAM registration

Cost Share

- EPA is requiring a cost share from applicants under the FY25 grant announcement.
- Applicants are required to demonstrate in their proposal how they will meet the minimum cost share requirement of 10% of the total project cost (federal plus non-federal match) to be considered eligible.
- Any restrictions on the use of grant funds also apply to the use of cost-share/match.

Grant Timeline

- The grant was opened for applications on **August 5, 2025,** and will close on **October 6, 2025.**

- The FAQ period closes on **September 5, 2025.**

- Applicants will have **60 days** to submit applications electronically through www.grants.gov.

- All eligible applicants will be notified of their selection status (both successful and unsuccessful) by email.

Next Steps

Next Steps

- **Award Selection Process**
  - All applications will be reviewed for eligibility based on the criteria described in the grant announcement.
  - Any applicants deemed ineligible for funding will be notified within 15 days of the ineligibility determination.
  - The official notification of an award will be made to the project contact listed in the application after a review board process.
- **Award Management Process**
  - Grant awards will be managed by USEPA regional project officers.
  - Awards may be fully or incrementally funded based on funding availability, satisfactory performance, and other applicable considerations.

Next Steps - continued

- **Post Award Management/ Oversight**
  - Grant award recipients will be required to submit semiannual reports to their assigned project officers detailing their respective project/program's progress.
    - These reports must address the performance criteria listed in the grant's terms and conditions document.
  - EPA staff will also assess project performance utilizing data provided by project officers, submitted reports, and other EPA grants management tools.

Additional Resources

Additional Resources

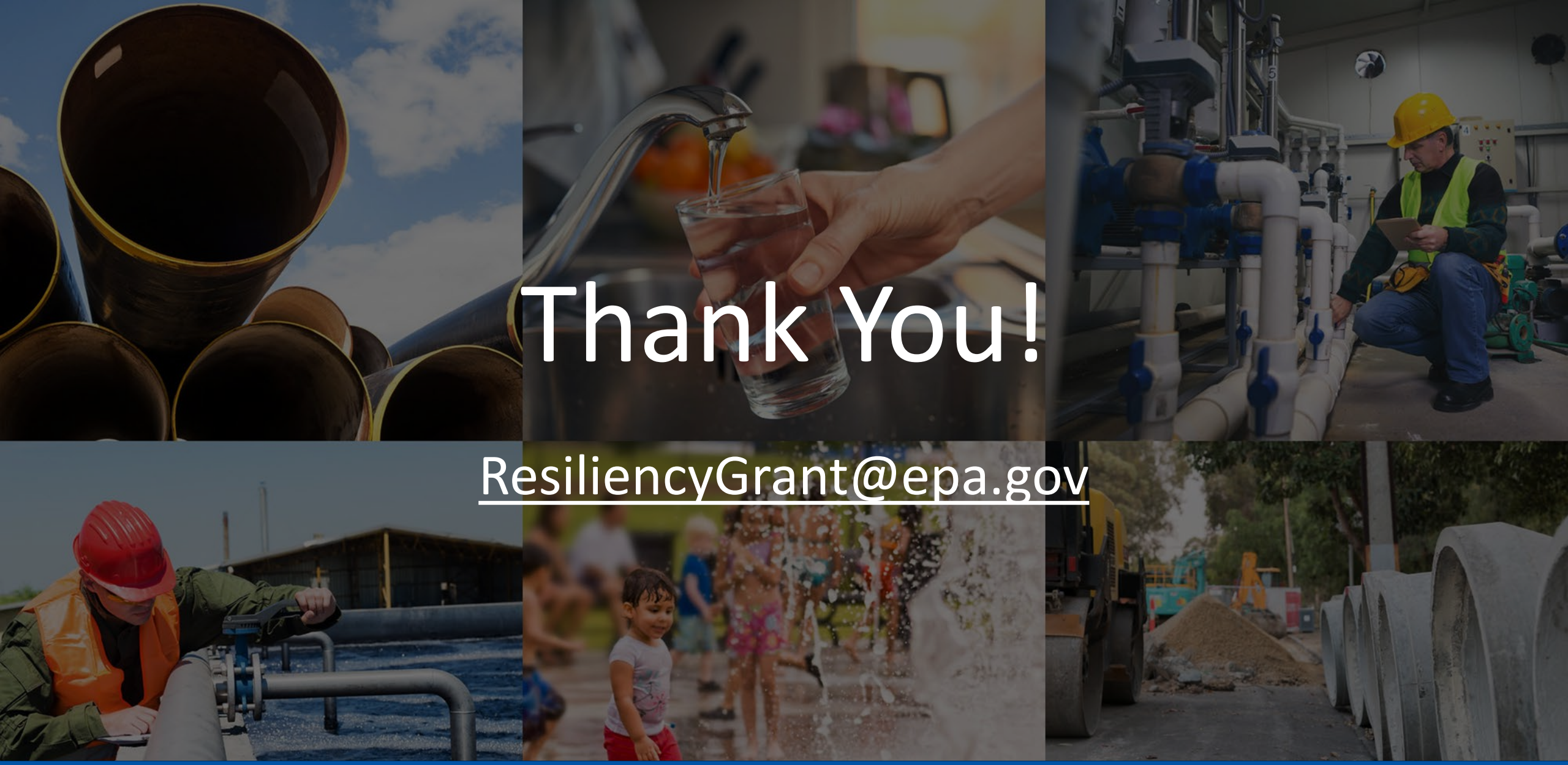
- Frequently asked questions are posted on the official grant webpage: https://www.epa.gov/dwcapacity/midsize-and-large-drinking-water-system-infrastructure-resilience-and-sustainability

- Any questions not addressed on this grant's official FAQ webpage may be submitted via email to: ResiliencyGrant@epa.gov

- For more information on EPA water related grants: www.epa.gov/safewater/grants

EPA Tools to Enhance Drinking Water System Resilience

- **Risk and Resilience Assessment Resources**
  - Vulnerability Self-Assessment Tool (recommended for use by systems serving over 50,000 people)
  - Risk and Resilience Assessment Checklist (recommended for use by systems serving under 50,000 people)
- **Emergency Response Plan Resource**
  - Emergency Response Plan Template and Instructions
- **Cybersecurity Resources**
  - EPA's Water Sector Cybersecurity Evaluation Program
  - Water Cyber Assessment Tool (WCAT)
- **For more information about drinking water system resilience, visit www.epa.gov/waterresilience/**



Thank You!

ResiliencyGrant@epa.gov

Charles Town Utility Board
Sewer Fund
Capital Expenditure Budget
September 10, 2025

ANTICIPATED CAPITAL EXPENDITURES	FY 2026 BUDGET	YTD ACTUAL	YTD BALANCE
Fleet and Related Equipment	120,000	-	120,000
Specialized Equipment (Escavator, Mowers, Etc)	30,000	-	30,000
Safety Equipment	50,000	-	50,000
WTTP Repair & Replacement	50,000	-	50,000
CTWWTP Centrifuge Scroll (Spare)	200,000	-	200,000
Collection System Repair/Replacement - PS - Gravity Sewer	145,000	-	145,000
Pump Station & General Property - Repair/Replacement	135,000	(107,050)	27,950
Misc. Repair/Replacement/Equipment	40,000	-	40,000
Billing/Accounting Software Implementation	20,000	-	20,000
Emergency Repair/Replacement	30,000	-	30,000
Jetter/Vacuum Truck	500,000	-	500,000
Manhole Lining, Repair, Rehabilitation (On-going/service project)	50,000	-	50,000
Generator Repair or Replacement (On-going/service project)	50,000	-	50,000
TOTAL CAPITAL EXPENDITURES	**$ 1,420,000**	**$ (107,050)**	**$ 1,312,950**

**Expenditures in excess of the $15,000 capitalization policy.*
**434,373 of the total is a carry-over from the FY 2025 budget.*

Capital Expenditure Quote:

VENDOR	DATE	AMOUNT
STH, Inc. Beallair PS Equipment Replacement		75,400.00
SES - Installation - Beallair Pump Station Equipment		31,650.00
TOTAL QUOTE		**$ 107,050.00**

FY 2026 Capital Disbursements:

VENDOR	DATE	AMOUNT
TOTAL DISBURSEMENTS		**$ -**

Charles Town Utility Board
Water Fund
Capital Expenditure Budget
September 10, 2025

ANTICIPATED CAPITAL EXPENDITURES	FY 2026 BUDGET	YTD ACTUAL	YTD BALANCE
Fleet and Related Equipment	70,000	-	70,000
Specialized Equipment (Escavator, Mowers, Etc)	15,000	-	15,000
Safety Equipment	20,000	-	20,000
WTP Repair/Replacement	180,000	(173,500)	6,500
Distribution System R&R - Huntfield Water Tank	90,000	(78,677)	11,323
General Property Repair/Replacement	15,000	-	15,000
Misc. Repair/Replacement/Equipment	20,000	-	20,000
Billing/Accounting Software Implementation	20,000	-	20,000
Emergency Repair/Replacement	40,000	(34,232)	5,768
Meter & Smartpoint Trade-in Replacements	150,000	(36,838)	113,162
TOTAL CAPITAL EXPENDITURES	**$ 620,000**	**$ (323,247)**	**$ 296,753**

**Expenditures in excess of the $15,000 capitalization*

**521,000 of the total is a carry-over from the FY 2025 budget.*

Capital Expenditure Quote:

VENDOR	Approved	AMOUNT
Atlantic Storage Systems - Huntfield Water Tank	8/27/2025	78,677.00
Unifilt Corporation - WTP Plant Filters	For approval	173,500.00
TOTAL QUOTE		**$ 252,177.00**

Capital Disbursements:

VENDOR	DATE	AMOUNT
Walker - Pipe Installation @ Intake	7/15/2025	34,232.00
Citgo - Meter & Smartpoint Replacement	8/27/2025	36,838.00
TOTAL DISBURSEMENTS		**$ 71,070.00**

Charles Town Water Department
Revenue & Expense Summary
June 30, 2025
Preliminary Draft
(Fiscal year-end entries pending)

Annual Budget		Y-T-D Budget	Y-T-D Actual	Difference
	REVENUES			
3,740,000	Metered Sales - Residential	3,740,000	3,501,894	(238,106)
1,800,000	Metered Sales - Commercial	1,800,000	1,679,222	(120,778)
65,000	Metered Sales - Glen Haven/Cavaland	65,000	59,819	(5,181)
40,000	Sale for Resale - Bulk Water	40,000	40,386	386
90,000	Forfieted Discounts	90,000	80,634	(9,366)
30,000	Misc. Service Rev - Reconnection / Tap Fees	30,000	24,282	(5,718)
565,000	Tank Lot Rental Income (Non-Operating)	565,000	535,920	(29,080)
270,000	Interest Income (Non-Operating)	270,000	336,729	66,729
34,000	Sinking Fund Income (Non-Operating)	34,000	31,542	(2,458)
40,000	Miscellaneous Income (Non-Operating)	40,000	33,892	(6,108)
-	Grant Revenue - BHS OEHS SWAP	-	38,000	38,000
-	Gain on Sale of Assets	-	8,160	8,160
6,674,000	**TOTAL REVENUES**	6,674,000	6,370,479	(303,521)
	EXPENSES			
15,000	WS - Materials & Supplies Expense	15,000	10,962	(4,038)
60,000	WS - Maint of Water Source	60,000	59,381	(619)
484,096	WT - Salaries & Wages - Operations Labor	484,096	468,264	(15,832)
155,000	WT - Power & Fuel	155,000	153,224	(1,776)
10,000	WT - Power & Fuel - GH/CAV	10,000	9,454	(546)
235,000	WT - Chemical Expense	235,000	191,627	(43,373)
30,000	WT - Testing	30,000	27,606	(2,394)
30,000	WT - Materials & Supplies Expense	30,000	29,021	(979)
6,500	WT - Materials & Supplies Expense - GH/CAV	6,500	6,383	(117)
55,000	WT - Sludge Hauling	55,000	44,101	(10,899)
90,000	WT - Maint of Water Treatment Plant	90,000	57,138	(32,862)
10,000	WT - Maint of Water Plant - GH/CAV	10,000	10,381	381
20,000	WT - Licenses & Subscriptions	20,000	9,098	(10,902)
512,125	TD - Salaries & Wages - Maintenance Labor	512,125	466,922	(45,203)
30,000	TD - Materials & Supplies Expense	30,000	29,684	(316)
40,000	TD - Maint of Dist Reservior & Standpipes	40,000	30,147	(9,853)
120,000	TD - Maint of Mains	120,000	72,271	(47,729)
195,000	TD - Maint of Services	195,000	149,737	(45,263)
360,000	TD - Maint of Meters	360,000	365,730	5,730
50,000	TD - Maint of Hydrants	50,000	28,005	(21,995)
205,055	CA - Salaries & Wages	205,055	181,283	(23,772)
75,500	CA - Billing Expense	75,500	76,074	574
112,000	CA - Credit Card Processing Fees	112,000	102,356	(9,644)
82,000	CA - Licenses & Subscriptions (includes Sensus)	82,000	70,529	(11,471)
15,000	CA - Bad Debt Expense	15,000	13,802	(1,198)
147,399	GA - Salaries & Wages	147,399	145,660	(1,739)
2,500	GA - Director Compensation	2,500	2,400	(100)
229,592	GA - Employee Insurance & Benefits	229,592	216,114	(13,478)

Charles Town Water Department
Revenue & Expense Summary
June 30, 2025
Preliminary Draft

121,381	GA - Employee Pension Expense	121,381	109,179	(12,202)
103,365	GA - Payroll Taxes - FICA Tax Expense	103,365	98,684	(4,681)
7,140	GA - OPEB (Other Post Employment Benefits)	7,140	7,137	(3)
23,325	GA - Employee 457 Expense	23,325	22,258	(1,067)
30,000	GA - Office Supplies & Expense	30,000	33,690	3,690
20,000	GA - Travel, Training, & Education	20,000	16,995	(3,005)
15,000	GA - Uniform Expense	15,000	7,610	(7,390)
22,000	GA - Computer - Technology Expense	22,000	19,543	(2,457)
30,000	GA - Maint. of General Property	30,000	30,785	785
28,000	GA - Licenses & Subscriptions	28,000	27,819	(181)
30,000	GA - Contractual Services - Engineering	30,000	16,803	(13,197)
25,000	GA - Contractual Services - Accounting	25,000	19,486	(5,514)
65,000	GA - Contractual Services - Legal	65,000	56,322	(8,678)
35,000	GA - Contractual Services - Other	35,000	22,837	(12,163)
15,300	GA - Rental of Building	15,300	15,300	-
72,000	GA - Transportation Expense	72,000	63,624	(8,376)
95,000	GA - Insurance	95,000	88,195	(6,805)
22,510	GA - Worker's Comp	22,510	17,559	(4,951)
25,000	GA - Regulatory Commission Expense	25,000	20,016	(4,984)
6,000	GA - Bond Administration Fees	6,000	5,294	(706)
15,000	GA - Misc. General Expense	15,000	8,749	(6,251)
5,000	Advertising & Publication Expense	5,000	4,275	(725)
358,160	Interest on Long Term Debt (Non-Operating)	358,160	355,272	(2,888)
-	Interest -Leases (Equipment)	-	94	94
1,328,615	Depreciation Expense (Non-Cash)	1,328,615	1,414,433	85,818
-	Amortization Expense (Non-Cash)	-	79,076	79,076
5,874,563	**TOTAL EXPENSES**	5,874,563	5,588,390	(286,174)
799,437	Excess (Deficit)	799,437	782,090	

Board request 5/8/2024

NON-OPERATING REVENUES/CAPITAL CONTRIBUTIONS

CIF Revenue (Non-Operating)	1,855,234

OPERATING CASH ACCOUNT
Reconciliation to Cash:

Cash Balance @ 6/30/24	644,529	
Disbursements To Date	(6,620,590)	
Expenses	5,588,390	
Deposits To Date	6,910,045	
Revenues	(6,370,479)	
OPERATING CASH BALANCE @ 06/30/2025	933,984	
	933,984	Water
	0	Operating

Added to report in 2019

OTHER CASH ACCOUNT BALANCES

Water Capacity Improvement Fund	8,029,540
Water Renewal & Replacement Fund	978,353
Water Working Capital Fund	448,196

Charles Town Sewer Department
Revenue & Expense Summary
6/30/2025
Preliminary Draft
(Fiscal year-end entries pending)

Annual Budget		Y-T-D Budget	Y-T-D Actual	Difference
	REVENUES			
3,042,000	CTUB Service Revenue	3,042,000	2,833,723	(208,277)
1,845,000	Ranson Revenue	1,845,000	1,794,402	(50,598)
2,720,000	JCPSD Revenue	2,720,000	2,597,628	(122,372)
45,000	Customer Forfieted Discounts	45,000	40,478	(4,522)
38,000	Customer Forfieted Discounts- RA	38,000	33,091	(4,909)
50,000	Customer Forfieted Discounts- PSD	50,000	39,327	(10,673)
30,000	Misc. Sewer Revenues (Non-Operating)	30,000	28,873	(1,127)
325,000	Interest Income (Non-Operating)	325,000	369,618	44,618
50,000	Sinking Fund Income (Non-Operating)	50,000	58,040	8,040
8,145,000	**TOTAL REVENUES**	8,145,000	7,795,180	(349,820)
	EXPENSES			
15,000	CS - Materials & Supplies Expense	15,000	14,465	(535)
90,000	CS - Maint of Service Connections	90,000	85,822	(4,178)
180,000	CS - Maint of Collecting & Trans. Mains	180,000	121,696	(58,304)
513,870	PS - Salaries & Wages	513,870	452,037	(61,833)
155,000	PS - Power & Fuel	155,000	157,450	2,450
25,000	PS - Materials & Supplies Expense	25,000	27,066	2,066
65,000	PS - Sludge Hauling	65,000	54,192	(10,808)
180,000	PS - Maint of Pump Stations	180,000	187,685	7,685
297,257	TD - Salaries & Wages	297,257	278,594	(18,663)
175,000	TD - Power - CT Plant	175,000	202,952	27,952
90,000	TD - Power - TUI	90,000	89,406	(594)
10,000	TD - Power - Deerfield	10,000	4,682	(5,318)
180,000	TD - Chemical Expense - CT	180,000	125,605	(54,395)
25,000	TD - Chemical Expense - TUI	25,000	17,305	(7,695)
45,000	TD - Testing - CT	45,000	43,360	(1,640)
12,000	TD - Testing - TUI	12,000	10,696	(1,304)
80,000	TD - Materials & Supplies Expense	80,000	77,887	(2,113)
60,000	TD - Sludge Hauling - TUI	60,000	24,104	(35,896)
120,000	TD - Maint. Burns Farm	120,000	108,836	(11,164)
230,000	TD - Maint. Treatment Plant - CT	230,000	221,162	(8,838)
150,000	TD - Maint. Treatment Plant - TUI	150,000	148,870	(1,130)
30,000	TD - Maint. Treatment Plant - Deerfield	30,000	16,862	(13,138)
15,000	TD - Licenses & Subscriptions	15,000	18,630	3,630
307,992	CA - Billing & Acct Labor	307,992	273,197	(34,795)
85,000	CA - Billing Expense	85,000	79,035	(5,965)
110,000	CA - Credit Card Processing Fees	110,000	102,356	(7,644)
60,000	CA - Licenses & Subscriptions	60,000	42,546	(17,454)
25,000	CA - Bad Debt Expense	25,000	22,752	(2,249)
227,276	GA - Salaries & Wages	227,276	224,586	(2,690)
2,500	GA - Director Compensation	2,500	2,400	(100)
198,920	GA - Employee Insurance & Benefits	198,920	197,981	(939)

Charles Town Sewer Department
Revenue & Expense Summary
6/30/2025
Preliminary Draft
(Fiscal year-end entries pending)

122,304	GA - Employee Pension Expense	122,304	107,557	(14,747)
104,150	GA - Payroll Taxes - FICA Tax Expense	104,150	93,363	(10,787)
6,120	GA - OPEB (Other Post Employment Benefits)	6,120	5,670	(450)
23,808	GA - Employee 457 Expense	23,808	22,152	(1,656)
30,000	GA - Office Supplies & Expense	30,000	35,372	5,372
30,000	GA - Travel, Training, & Education	30,000	38,148	8,148
15,000	GA - Uniform Expense	15,000	6,757	(8,243)
20,000	GA - Computer - Technology Expense	20,000	11,437	(8,563)
30,000	GA - Maint. of General Property	30,000	26,433	(3,567)
30,000	GA - Licenses & Subscriptions	30,000	22,090	(7,910)
35,000	GA - Contractual Services - Engineering	35,000	26,717	(8,283)
30,000	GA - Contractual Services - Accounting	30,000	12,760	(17,240)
200,000	GA - Contractual Services - Legal	200,000	114,535	(85,465)
35,000	GA - Contractual Services - Other	35,000	23,259	(11,741)
15,300	GA - Rental of Building	15,300	15,300	-
90,000	GA - Transportation Expense	90,000	101,792	11,792
110,000	GA - Insurance	110,000	88,195	(21,805)
19,958	GA - Worker's Comp	19,958	16,877	(3,081)
35,000	GA - Regulatory Commission Expense	35,000	31,757	(3,243)
55,000	GA - Bond Administration Fees	55,000	50,224	(4,776)
15,000	GA - Misc. General Expense	15,000	13,795	(1,205)
5,000	GA - Advertising & Publication Expense	5,000	2,991	(2,009)
587,147	Interest on Long Term Debt (Non-Operating)	587,147	585,820	(1,327)
-	Interest - Leases (Equipment)	-	161	161
-	Loss on Disposition of Assets	-	52,055	52,055
2,411,199	Depreciation Expense (Non-Cash)	2,411,199	2,550,000	138,801
-	Amortization Expense (Non-Cash)	-	44,492	44,492
-	Bond Issuance Costs	-	40,650	40,650
7,814,801	**TOTAL EXPENSES**	7,814,801	7,574,575	(325,368)
330,199	Excess (Deficit)	330,199	220,605	

***Board request 5/8/2024**	**NON-OPERATING REVENUES/CAPITAL CONTRIBUTIONS**		
	CIF Revenue (Non-Operating)	3,234,251	
	OPERATING CASH ACCOUNT		
	Reconciliation to Cash:		
	Cash Balance @ 6/30/24	1,798,204	
	Disbursements To Date	(10,779,379)	
	Expenses	7,574,575	
	Deposits To Date	12,354,080	
	Revenues	(11,029,431)	
	OPERATING CASH BALANCE @ 06/30/2025	3,372,905	
		3,372,905	Sewer
		(0)	Operating

Charles Town Sewer Department
Revenue & Expense Summary
6/30/2025
Preliminary Draft
(Fiscal year-end entries pending)

***Added to report in 2019**	**OTHER CASH ACCOUNT BALANCES**	
	Sewer Capacity Improvement Fund	8,634,623
	Sewer Renewal & Replacement Fund	880,731
	Sewer Working Capital Fund	755,406

CHARLES TOWN UTILITY BOARD

Wednesday, September 10, 2025

Regular Meeting

661 South George Street
Charles Town, WV 25414

Chairman Report

CHARLES TOWN UTILITY BOARD

Wednesday, September 10, 2025

Regular Meeting

661 South George Street
Charles Town, WV 25414

September 10, 2025

Attachments:

Board Report 09.10.25.pdf

Charles Town Utility Board
Purchase Order Listing By Vendor Name

Totals by Year-Fund

Fund Description	Fund	Expend Total	Revenue Total	G/L Total	Total
Water	6-50	$43,069.60	$0.00	$60,700.62	$103,770.22
Sewer	6-60	$54,919.63	$0.00	$42,482.50	$97,402.13
Total Of All Funds:		$97,989.23	$0.00	$103,183.12	$201,172.35

Totals by Fund

Fund Description	Fund	Expend Total	Revenue Total	G/L Total	Total
Water	50	$43,069.60	$0.00	$60,700.62	$103,770.22
Sewer	60	$54,919.63	$0.00	$42,482.50	$97,402.13
Total Of All Funds:		$97,989.23	$0.00	$103,183.12	$201,172.35

APPROVED BY: _____

APPROVED BY: _____

Ranges	Item Status	Purchase Types	Misc
Range: *First to Last* ***Rcvd Batch Id Range:*** *First to Last* ***Paid Date Range:*** *09/10/25 to 06/30/26*	***Open:*** *N* ***Void:*** *N* ***Paid:*** *Y* ***Held:*** *N* ***Aprv:*** *N* ***Rcvd:*** *N*	***Bid:*** *Y* ***State:*** *Y* ***Other:*** *Y* ***Exempt:*** *Y*	***P.O. Type:*** *All* ***Format:*** *Condensed* ***Include Non-Budgeted:*** *Y* ***Prior Year Only:*** *N* ***Vendors:*** *All*

Vendor # / P.O. #	PO Date	*Name* / Description	Status	Amount	Void Amount	Contract	PO Type
3RDTI005		3RD TIME TRUCKING					
26-00347	09/09/25	HAULING - STONE	Open	$1,880.62	$0.00		
ANTIE005		ANTIETAM ELECTRICAL CONTR					
26-00287	08/30/25	INSTALLED CONDUITS AND WIRING	Open	$746.22	$0.00		
APPLE005		APPLE VALLEY TIRE					
26-00288	08/08/25	TIRES	Open	$2,790.12	$0.00		
ARDEN005		ARDEN EQUIPMENT REPAIR, I					
26-00345	08/07/25	Z930A - KNOB REPAIR	Open	$55.57	$0.00		
AUTOZ005		AUTOZONE					
26-00351	09/02/25	BATTERY FOR BEALLAIR PS	Open	$148.99	$0.00		
BGPAI005		B & G PAINTING LLC					
26-00336	09/03/25	EXTERIOR PAINTING GLEN HAVEN	Open	$1,800.00	$0.00		
CITYN005		CITY NATIONAL BANK					
26-00291	09/02/25	LOCKBOX SVCS: AUG	Open	$224.72	$0.00		
CITYO005		CITY OF CHARLES TOWN					
26-00339	08/31/25	UB COLLECTIONS AUGUST	Open	$21,881.97	$0.00		
COMPR005		COMPRESSED AIR SERVICES,					
26-00292	08/25/25	COMPRESSOR SVC LABOR	Open	$425.00	$0.00		
COOLE005		COOLEY PUBLIC STRATEGIES, LLC					
26-00293	09/02/25	AUG 2025 PROFF SVCS	Open	$7,000.00	$0.00		
COREM005		CORE & MAIN					
26-00294	08/22/25	VALVE, NIPPLE	Open	$1,120.94	$0.00		
26-00295	08/29/25	REST F/DIP	Open	$360.40	$0.00		
26-00296	08/26/25	SS TAP, GASKET	Open	$6,170.82	$0.00		
			Vendor Total:	**$7,652.16**			
CORPO005		CORPORATION OF RANSON					
26-00338	08/31/25	UT COLLECTIONS AUGUST	Open	$5,002.74	$0.00		
COYNE005		COYNE CHEMICAL					
26-00297	08/21/25	SODIUM HYPOCHLORITE	Open	$775.20	$0.00		
26-00298	08/21/25	AMMONIUM SULFATE 40% NSF	Open	$2,586.00	$0.00		
			Vendor Total:	**$3,361.20**			
CUMMI010		CUMMINS, INC					
26-00299	08/26/25	CAV: RPLC BATTERY	Open	$180.23	$0.00		

Vendor # / P.O. #	PO Date	*Name* / Description	Status	Amount	Void Amount	Contract	PO Type
DRHOR005		D.R. HORTON, INC.					
26-00300	09/02/25	SEWER UPSIZING PER AMEA	Open	$10,000.00	$0.00		
DERIC005		DERICK TITUS					
26-00342	09/10/25	PER DIEM GRUNDFOS PUMP CLASS	Open	$185.00	$0.00		
DIWGR005		DIW GROUP, INC					
26-00320	08/26/25	CTUB GNRL	Open	$580.00	$0.00		
26-00321	08/26/25	KINGS XING	Open	$5,196.75	$0.00		
26-00322	08/26/25	NORBORNE GLEBE	Open	$4,563.00	$0.00		
26-00323	08/26/25	HNTFLD PHS 5B	Open	$5,450.25	$0.00		
26-00324	08/26/25	MADISON GREENS	Open	$2,028.00	$0.00		
			Vendor Total:	**$17,818.00**			
DODSO010		DODSON SEPTIC SERVICES, LLC					
26-00301	08/27/25	PULL PMP: CRANES LN PS	Open	$300.00	$0.00		
26-00348	09/09/25	PUMP SEPTIC TANKS @ DEERFIELD	Open	$2,000.00	$0.00		
			Vendor Total:	**$2,300.00**			
DUSTI005		DUSTIN GREGORY					
26-00302	09/02/25	MILEAGE: 8/29/25	Open	$471.80	$0.00		
ENCOV005		ENCOVA INSURANCE					
26-00335	09/01/25	INSTALLMENT	Open	$6,034.00	$0.00		
GERAL005		GERALD TAYLOR CO., INC.					
26-00305	08/26/25	PUMP / TRANSPORT	Open	$1,084.55	$0.00		
26-00306	08/26/25	TRANSPORT	Open	$823.68	$0.00		
			Vendor Total:	**$1,908.23**			
GRIFF005		GRIFFITH ENERGY SERVICES,					
26-00346	08/27/25	240 STEPHANIE WAY 61.8 GALS	Open	$243.45	$0.00		
GUTTM005		GUTTMAN ENERGY					
26-00303	08/24/25	W/E 8/24/25	Open	$1,905.39	$0.00		
26-00304	08/31/25	W/E 8/31/25	Open	$1,421.41	$0.00		
			Vendor Total:	**$3,326.80**			
HIGHH005		HIGH HORIZONS FARM, INC.					
26-00307	08/26/25	STRAW	Open	$100.00	$0.00		
INTEL005		INTELLIPOINT TECHNOLOGIES					
26-00308	08/29/25	IT-REGULAR-REMOTE	Open	$281.25	$0.00		
IRONM005		IRON MOUNTAIN, INC					
26-00352	08/31/25	SHREDDING/STORAGE	Open	$1,597.34	$0.00		
JASON005		JASON HARRIS					
26-00350	09/02/25	TREE REMOVAL @ SAMUEL STREET	Open	$3,500.00	$0.00		
JPRFB005		JP & RF BURNS PARTNERSHIP					

Vendor # / P.O. #	PO Date	*Name* / Description	Status	Amount	Void Amount	Contract	PO Type
JPRFB005		JP & RF BURNS PARTNERSHIP	*Account Continued*				
26-00309	09/02/25	AUG LOADS - 20	Open	$3,640.00	$0.00		
LOGIC005		LOGICAL CONCEPTS, INC					
26-00310	09/01/25	PS MONITORING	Open	$333.00	$0.00		
MCKIN005		MCKINNEY'S AUTO REPAIR					
26-00311	08/27/25	MAINT VEHICLE SERVICE	Open	$130.03	$0.00		
26-00312	08/28/25	MAINT VEHICLE SERVICE	Open	$303.32	$0.00		
			Vendor Total:	**$433.35**			
MICHA025		MICHAEL DENNIS					
26-00343	09/09/25	PER DIEM CLASS S CERTIFICATION	Open	$374.00	$0.00		
PATTO005		PATTON BUILDING SERVICES					
26-00313	08/31/25	CLEANING AUG	Open	$533.00	$0.00		
PREMI015		PREMIER CONTRACTING LLC					
26-00349	08/29/25	EMERGENCY REPAIR - POSTING WAY	Open	$3,218.00	$0.00		
RAILR005		RAILROAD MGMT CO, IV LLC					
26-00314	08/26/25	RANSON, PIPE WA LICENSE FEES	Open	$663.01	$0.00		
ROBER025		ROBERT LYNN KERSHNER					
26-00344	09/02/25	SERVICE CALL FS PUMP STATION	Open	$390.00	$0.00		
SGPLU005		SG PLUMBING, INC.					
26-00315	08/25/25	661 S GEORGE ST: 8/22/25	Open	$3,759.76	$0.00		
SHENA005		SHENANDOAH SALES & SERVICE INC					
26-00316	08/12/25	SEWER TRUCK SERVICE	Open	$704.14	$0.00		
26-00317	08/14/25	SEWER TRUCK REPAIR	Open	$231.94	$0.00		
26-00318	08/18/25	SEWER TRUCK REPAIR	Open	$257.44	$0.00		
26-00319	08/07/25	SEWER TRUCK REPAIR	Open	$2,953.87	$0.00		
			Vendor Total:	**$4,147.39**			
STEPT005		STEPTOE & JOHNSON PLLC					
26-00337	08/27/25	GENERAL ENVIRONMENTAL	Open	$4,050.00	$0.00		
STEVE005		STEVEN FARIAS					
26-00341	09/10/25	PER DIEM GRUNDFOS PUMP CLASS	Open	$185.00	$0.00		
TMOBI005		T-MOBILE					
26-00325	08/21/25	MONTHLY CELL SERVICE	Open	$833.38	$0.00		
TEKAD005		TEK ADVISORS LLC					
26-00326	09/01/25	IT CONSULTING	Open	$880.00	$0.00		
CITHO005		THE CI THORNBURG CO, INC.					
26-00289	08/21/25	SOFTWARE	Open	$3,848.82	$0.00		
26-00290	08/20/25	COUPLING	Open	$1,681.71	$0.00		
			Vendor Total:	**$5,530.53**			

Vendor # / P.O. #	PO Date	*Name* / Description	Status	Amount	Void Amount	Contract	PO Type
CITHO005		THE CI THORNBURG CO, INC.	*Account Continued*				
THOMA005		THOMAS NALLS					
26-00340	08/31/25	TANK LOT RENT - AUGUST	Open	$4,081.41	$0.00		
USBAN005		U.S. BANK					
26-00327	09/01/25	PCARD 9146	Open	$21,715.60	$0.00		
WAKEF005		WAKEFIELD & ASSOCIATES IN					
26-00328	08/31/25	AUG COLLECTIONS	Open	$205.33	$0.00		
WINCH030		WINCHESTER NOLAND CO.					
26-00329	08/14/25	BLEACH	Open	$51.48	$0.00		
26-00330	08/21/25	BLEACH	Open	$25.74	$0.00		
26-00331	08/19/25	BLEACH	Open	$102.96	$0.00		
			Vendor Total:	**$180.18**			
WVAME005		WV AMERICAN WATER					
26-00334	08/22/25	SHUTOFFS, RECONNECTS	Open	$720.00	$0.00		
WVASS005		WV ASSOC OF COUNTIES GROU					
26-00333	09/01/25	QUARTERLY	Open	$44,259.00	$0.00		
WVBUR010		WV BUREAU OF PUBLIC HEALTH					
26-00332	09/02/25	D.STAUBS CLSS I & C & S	Open	$125.00	$0.00		

Total Purchase Orders: 66 Total P.O. Line Items: 0 Total List Amount: $201,172.35 Total Void Amount: $0.00

CHARLES TOWN UTILITY BOARD

Wednesday, September 10, 2025

Regular Meeting

661 South George Street
Charles Town, WV 25414

Next Meeting - September 24, 2025 at 4:00 P.M.