CHARLES TOWN UTILITY BOARD
AGENDA

WEDNESDAY, MAY 26, 2021

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

CALL TO ORDER

1. **APPROVAL OF MINUTES**
   a. Approval of May 12, 2021 Regular Meeting Minutes
   UB Minutes May 12, 2021.pdf

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

   Until such time as Governor Justice revokes Executive Order 09-20 or any subsequent executive order that is primarily intended to address the public health emergency and spread of COVID-19 by restricting public gatherings and invoking physical distancing, public access to the meeting room will be restricted. Members of the public may still submit written comments to kstolipher@ctubwv.com that will be read aloud. Up to 20 minutes of time will be allotted for reading public comments.

   The public is invited to attend this meeting via webcast (www.ctubwv.com - Board Meetings - Meeting Agendas and Minutes 2021). The public may also attend the meeting by accessing the following zoom link: https://zoom.us/j/94055987623?pwd=SjNsWjhDRmgyRU45N3lOSGdoMW5BUT09
   or by calling 1-301-715-8592 and entering the Meeting ID 940 5598 7623 and Passcode 512931.

3. **BOARD TRAINING**
   a. Steptoe & Johnson PLLC - Sexual Harassment Prevention

4. **OLD BUSINESS**

5. **NEW BUSINESS**
   a. Andy's Pizza - Sewer Availability Request
   CIF Calculation.pdf
   b. Shenandoah Extraction & Processing, LLC. Map 2, Parcel 9 - Discussion on

Water and Sewer Service
Middleway.pdf

c. Precision Pump and Valve Service - Raw Water Pump Repair
Pump Quote.pdf

d. 6th Avenue Tank - T-Mobile Lease Amendment
Lease Amendment.pdf

e. Tuscawilla MBR Replacement Basin 3 Resolution No. 2 - Contractor Pay Application No. 002
Final Pay App.pdf

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

7. **APPROVAL OF BILLS**
   a. May 26, 2021
   Board Report 5.26.21.pdf

8. **INFORMATION ONLY - NEXT MEETING - JUNE 9, 2021 at 4:00 P.M.**
   a. Public Service Commission of West Virginia - Review of 2020 Annual Report
   PSC Review Ltr.pdf
   b. GDF Water System Facility Plan Update
   GDF Water System Facility Plan Engineering Proposal.pdf

ADJOURNMENT

May 12, 2021

The Charles Town Utility Board held a virtual meeting on May 12, 2021 at 4:00 p.m. Members of the Board present were Daryl Hennessy, Duke Pierson and Tommy Stocks. Also present were Kristen Stolipher, April Shultz and Ashley Stottlemyer. The Chairman called for changes or corrections to the April 28, 2021 regular meeting minutes. Jacquelyn was absent from the meeting, but did provide a change to the minutes. The Board approved the minutes as amended. The Board received one public comment.

The Chairman next opened the floor for discussion on the American Rescue Plan of 2021 – Discussion on Request for Partnering with the City of Charles Town, City of Ranson and the Jefferson County Commission. Kristen provided a draft letter addressed to the County Commission advising of the status of capital projects and requesting funding assistance to finance a portion of those projects through the use of ARPA funds. A similar letter would be sent to the City of Charles Town and the City of Ranson as well. John Stump noted the sewer and water infrastructure elements are clearly permitted in the funding guidance information. The Board will review and provide staff with comments.

The Board next discussed the Hollywood Casino – Draft Sewer User Agreement and Permit Modification. Kristen noted the request is for no more than 4,000 gallons per day flows from a backwash process at their facility. With the Boards consensus, a permit modification would be submitted to WVDEP. Kristen also provided that Richard Lewis, Environmental Attorney with Steptoe and Johnson, suggested additional language in the agreement stating Hollywood Casino would be responsible for any improvements that are needed as a result of this modification. Motion made by Tommy, second by Duke, the Board approved the draft Sewer User Agreement with the amended language per the attorney.

The Utility Manager Report was next addressed. Kristen briefed the Board on this month's sewer and water efforts. She noted GDF is reviewing projects to prioritize where the bond money should be spent by the August deadline and provided a recommendation for a pilot study for the centrifuge at the sewer plant. RK&K is finishing up various evaluations and working on the facility plan to be complete in July.

Kristen also explained that her next focus is on the evaluation of both water and sewer CIFs by Dewberry. Duke mentioned a sewer request from Andy Colandrea of Andy's Pizza, who had concerns with the fees associated with his new establishment. Andy has been working with Kristen and Duke to address his questions. Duke also mentioned the possible need for an executive session at the next meeting to discuss a policy issue. Kristen mentioned there will be a discussion at a future Board meeting on the transfer of the AMEA and reimbursement to Rockwool. Under the Chairman report, the Chairman thanked the Board and staff on behalf of City Council for all the efforts put into rate equalization. The new rates were adopted May 3rd and will be effective for services rendered on and after May 15th.

The Board next discussed the Approval of Bills. Motion by Tommy, second by Duke, the Board approved the payment of bills. The meeting was adjourned at 4:34 p.m. The May 26th regular meeting will be held virtually beginning at 4:00 p.m.

_____ _____

Chairman Secretary

CAPACITY IMPROVEMENT FEE

Sewer CIF Calculation

1 Equivalent Dwelling Unit (EDU) = 150 gallons/day (GPD)
Charles Town Capacity Improvement Fee = $1,127
Flowing Spring Development District Fee= $1,625
Total CIF = $2,752

Chart calculation demonstrates Residential equivalent is 1,280 gallons per day
Meter usage demonstrates Residential equivalent is 275 gallons per day

Existing use = 40 seats
New site = 88 seats

Chart calculation = 88 seats * 32 gallons per day/seat = 2,816 gallons per day/150 gpd = 18.77 EDU's = **$51,663.30**
Usage calculation = 88 seats * 6.875 gallons per day/seat = 605 per day/seat/150 gpd = 4.03 x $2,752 = **$11,099.73**

Gordon

May 21, 2021

Ms. Kristen Stolipher
Charles Town Utility Board
661 S. George Street
Suite 101
Charles Town, WV

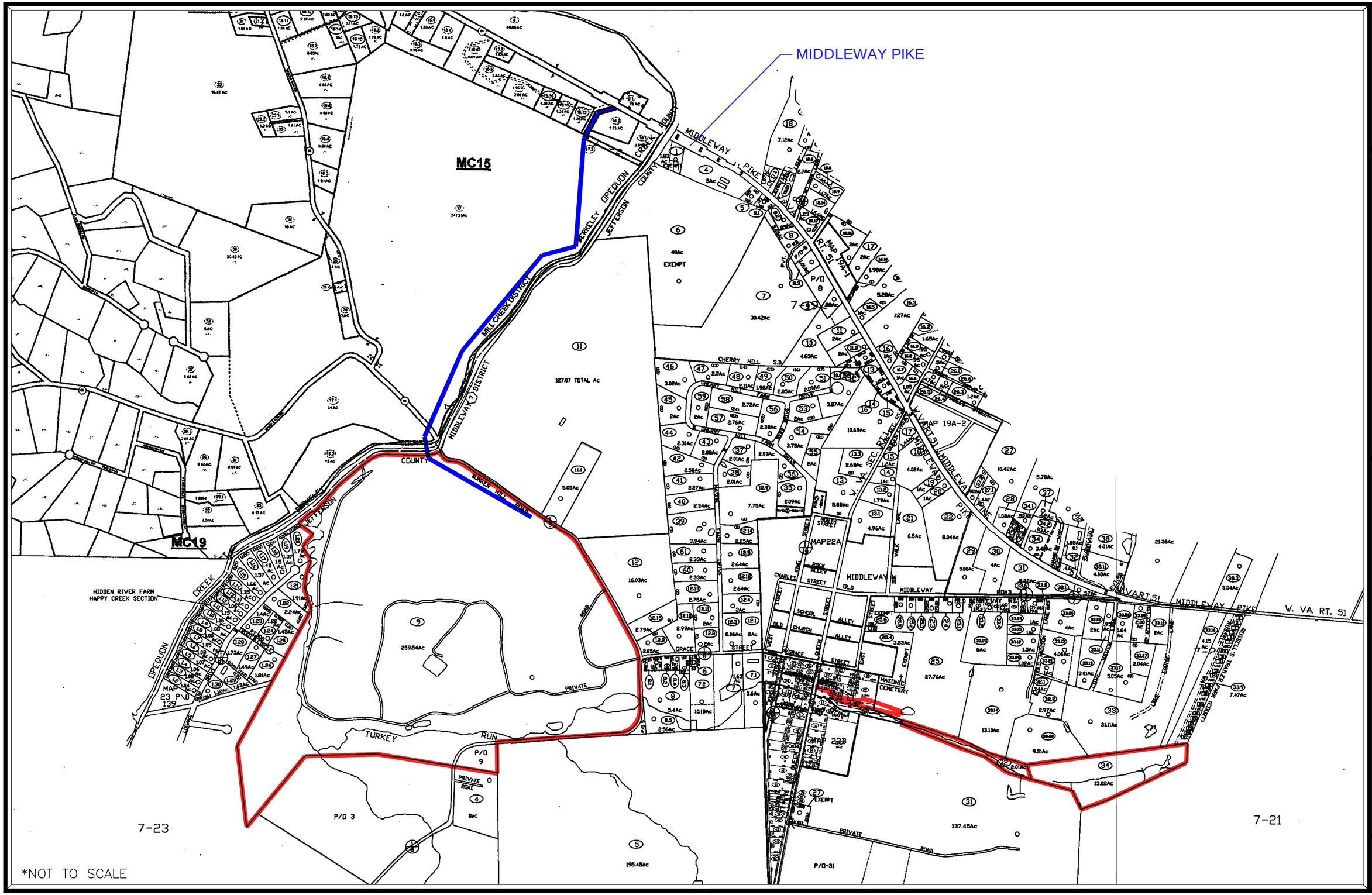
Dear Kristen:

GORDON has been engaged by the owner of the former 3M/Kodak plant in Middleway to assist in evaluating the redevelopment options for the property. One of the most important items that any potential end user for the property is the ability to have reliable water and sewer service through a public utility. As such, our team has been discussing the potential options to serve this property either from the Charles Town Utility Board or Berkeley County Public Service Water District and Sewer Districts. It is our understanding that BCPSSD and BCPSWD both have utilities in close proximity to this property, and CTUB does not. We have had meetings with representatives of the various entities, and one of the first items that has been requested is concurrence from CTUB that BCPSSD and BCPSWD can serve the property without objection from CTUB. Below are some specific items that we would like to discuss with the CTUB in order to obtain a formal response letter that can be shared with the Berkeley County Utilities:

1. It is not financially viable at this time for CTUB to provide water and sewer service to the property when compared to service provided from BCPSSD and BCPSWD.
2. CTUB will release its right to serve this property to BCPSWD and BCPSSD at this time, with acknowledgement that CTUB can serve the property in the future if they develop or expand their system in this area.
3. CTUB would not request or require BCPSSD or BCPSWD to provide service to any other property other than this property at this time.

The service for this property is for domestic purposes only, for employee use (toilets, sinks, etc.), and not for any process water. Although an end user is not known at this time, we are estimating approximately 10,000 gpd to serve up to 200 employees. We look forward to the opportunity to discuss this request with you are your next meeting and to answer any questions you may have.

Jason Gerhart, PE
Project Director | Senior Associate



Gordon
PROGRAMMING & PLANNING - CIVIL ENGINEERING - LANDSCAPE ARCHITECTURE - SURVEY & MAPPING - SECURITY CONSULTING
gordon.biz.com

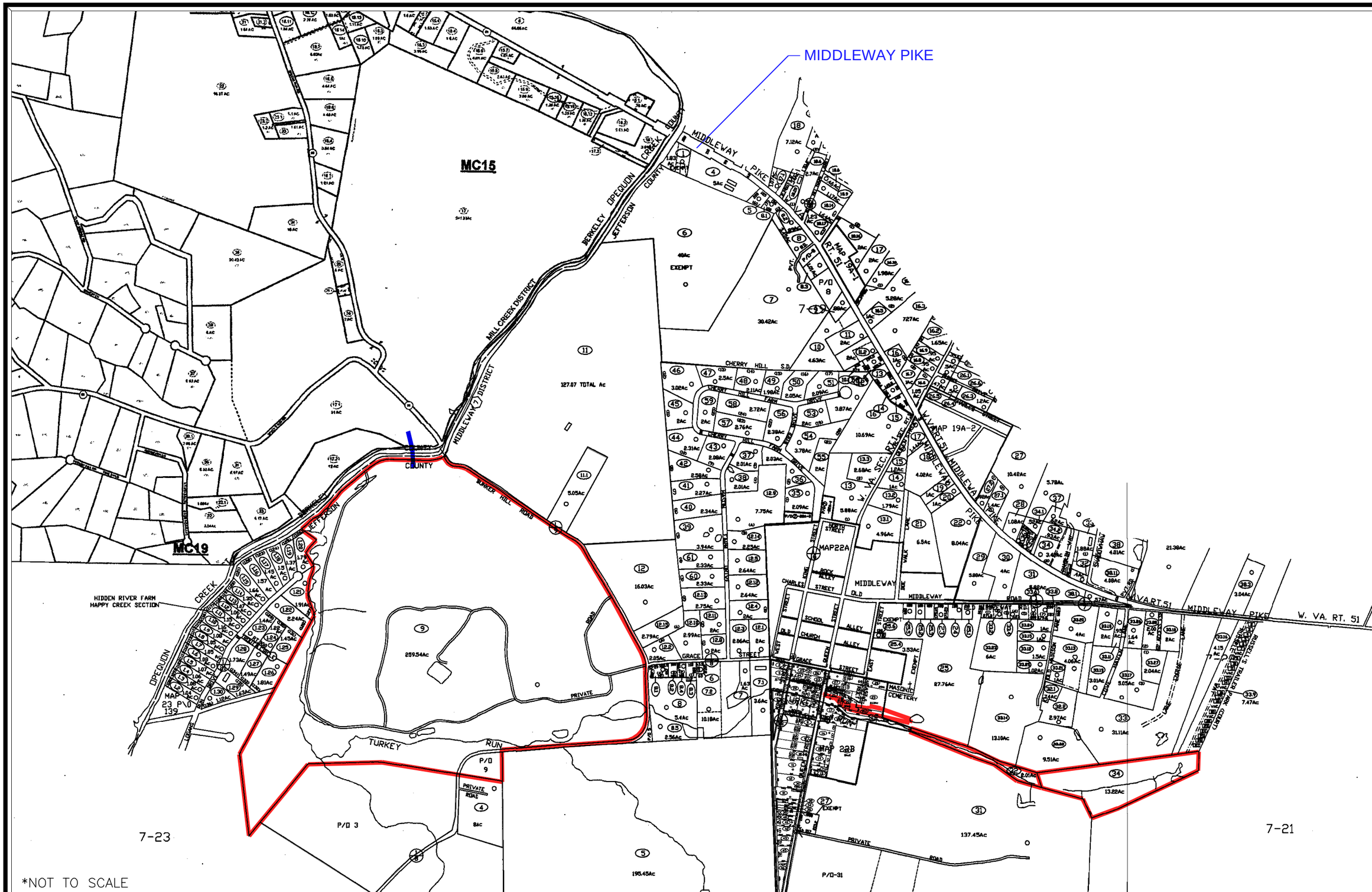
BCPSWD WATER CONNECTION MAP

SIDEWINDER ENTERPRISES

JEFFERSON COUNTY, WEST VIRGINIA

05-21-2021

1



Gordon
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gordon.us.com

BCPSSD SEWER CONNECTION MAP

SIDEWINDER ENTERPRISES
JEFFERSON COUNTY, WEST VIRGINIA

05-21-2021

2

PRICE QUOTATION

PRECISION PUMP and VALVE SERVICE, INC

517 OLD GOFF MOUNTAIN ROAD
P.O. BOX 517 - CHARLESTON WV 25356
(304)776-1710
(304) 769-3060 FAX

PRECISION PUMP & VALVE SERVICE

FLYGT a xylem brand

TO: **Charlestown**	**DATE** 4/29/21	PLEASE INDICATE THIS NUMBER WHEN ORDERING **127284-1**		
ATTN: **Chris**	YOUR INQUIRY DATED	TERMS NET 30 DAYS		
PHONE:	PROPOSED SHIPPING DATE	TO BE SHIPPED VIA		
FAX/Email:	SALESPERSON	F.O.B.	P.P.D.	COLL.

HERE IS OUR QUOTATION ON THE GOODS NAMED, SUBJECTED TO THE CONDITIONS NOTED:

CONDITIONS: The prices and terms on this quotation are not subject to verbal agreements unless approved in writing by the Home Office of the Seller. All quotations and agreements are contingent upon strikes, accidents, fires, availability of materials and all other causes beyond our control. Prices are based on costs and conditions existing on date of quotation and are subject to change by the Seller before final acceptance. Typographical and stenographic errs are subject to correction. Purchaser agrees to accept either overage or shortage not in excess of ten percent to be changed for pro-rata. Purchaser assumes liability for patent and copyright infringement when goods are Meade to Purchaser's specifications. When quotation specifies material to be furnished by the purchaser, ample allowance must be made for reasonable spoilage and material must be of suitable quality to facilitate efficient production. Conditions not specifically stated herein shall be governed by established trade customs. Terms inconsistent with those stated herein which may appear on Purchaser's formal order will not be binding on the Seller.

QUANTITY	DESCRIPTION	PRICE	AMOUNT
	Repair American Marsh 14WC23WL S/N: 306445 Impeller:		
1	**HP: Voltage: Phase: FLS:**	**$16,626**	**$16,626**
	Price includes:		
	Labor		
	Freight		
	Stuffing Box		
	Gland		
	Gasket		
	1.937 dia.x63'' lng 416ss PSQ		
	9'' OD x 8'' ID x 6'' lg. 316ss tube		
	3'' OD x 1-1/2'' ID (1) pc. 26'' lg. and (1) 13'' lg. 660 bronze		
	10'' schd 40 x 36'' lg. carbon steel pipe		
	10'' pipe thread coupling carbon steel coupling		
	1-11/16'' dia. x 75'' lg. 416 PSQ BAR		
	Machining		
	New Pump Price		
	Price does not include: taxes, fees or items not spelled out on quote.	**TOTAL**	**$16,626**

QUOTE VALID FOR 30 DAYS

BY: _____

FOURTH AMENDMENT TO TOWER SITE LEASE AGREEMENT

THIS FOURTH AMENDMENT TO TOWER SITE LEASE AGREEMENT is made between the **CITY OF CHARLES TOWN, WEST VIRGINIA,** with an address of P.O. Box 14, Charles Town, West Virginia, 25414, herein referred to as "Lessor", and **T-MOBILE NORTHEAST LLC,** as successor in interest to Omnipoint Communications Cap Operations, LLC, as successor in interest to Shenandoah Personal Communications Company, with an address of 12920 SE 38th Street, Bellevue, WA 98006, herein referred to as "Lessee".

RECITALS

WHEREAS, Lessor is the owner of an elevated water tank ("Water Tank") situated on a parcel of real estate located on Sixth Avenue, between Preston and Reyman Streets, in the City of Ranson, Jefferson County, West Virginia, and more particularly described in the Deeds recorded among the Land Records of Jefferson County, West Virginia, in Deed Book 229, at Pages 220 and 221 ("Property"); and

WHEREAS, the parties entered into a Tower Site Lease Agreement dated October 23, 2000 ("Lease"); and

WHEREAS, the parties entered into a First Amendment to Tower Site Lease Agreement dated May 27, 2015 ("1st Amendment"); and

WHEREAS, the parties entered into a Second Amendment to Tower Site Lease Agreement dated December 12, 2016 ("Second Amendment"); and

WHEREAS, the parties entered into a Third Amendment to Tower Site Lease Agreement dated August 28, 2019 ("Third Amendment"); and

WHEREAS, Lessee has requested the right to modify the terms of the Lease to allow additional equipment all to be installed and located within Leased Premises; and

WHEREAS, Lessor has determined that such modifications to the Lease will not interfere with the needs of Lessor or its operations on the Property, and will benefit the public and the Lessor by bringing advanced communication services to enhance the economic development atmosphere of the area while minimizing the number of towers which are erected in and around Jefferson County, and therefore, Lessor is willing to permit Lessee to modify the Lease and use the Leased Premises for the purpose and in accordance with the terms and conditions set FOURTH in the Lease.

NOW, THEREFORE, and in consideration of the mutual covenants and provisions herein contained, the parties agree as follows:

1. The Exhibit B3 contained in the Third Amendment shall be deleted in its entirety and replaced with a new Exhibit B4 containing the Lessee's approved co-location application and approved construction drawings, attached hereto and incorporated herein. Lessee shall have the right to add a generator and related equipment as shown on the attached Exhibit B4. The addition of this new equipment shall be granted to the Lessee and the new equipment configuration shall be used solely for the use in Lessee's business and Lessee shall not use the Leased Premises, nor any space leased by this FOURTH Amendment, for any other purpose without the written consent of the Lessor.

2. Term and Rent:

Section 2(b) shall be deleted in its entirety and replaced with the following:

(b) In consideration of Lessor's consent to the equipment additions referenced in Exhibit B4 of this FOURTH Amendment, the new monthly rent shall for the current term expiring November 30, 2025, shall be Two

Thousand Seven Hundred Thirty-Five Dollars and Fifty Cents ($2,735.50). Such new monthly rent shall be effective upon commencement of construction of the modifications referenced in Exhibit B4 and shall be pro-rated for any partial month, but in no event will be later than June 1, 2021. Rent for any subsequent terms shall be determined by formula set FOURTH in Section 2(c) of the Lease.

Section 2(c) shall be deleted in its entirety and replaced with the following:

(c) During the current term and any Renewal Terms, the monthly rent shall be adjusted, effective on each anniversary of the Commencement Date of December 1, to an amount equal to one hundred two percent (102%) of the monthly rent in effect immediately prior to such adjustment date. Each rent payment shall bear the site designation of WV-004 - 6th Avenue (Elevated Tank). In the event this Lease continues beyond the expiration of the renewal terms provided herein and continues on a month-to-month basis as provided for in Paragraph 2(a) hereof, the monthly rent payment shall be increased by 2% at the beginning of the month-to-month term, and increase by 2% per annum on each twelve month anniversary of the commencement of the month-to-month tenancy. Lessee or Lessor shall have the right to terminate this Agreement at any time with six (6) months prior written notice upon the commencement of the month-to-month tenancy.

3. Affirmation of Existing Agreements

Except as modified by the terms and conditions set forth herein, the parties ratify and affirm all of the terms and conditions contained in the Lease and all Amendments to the Lease. To the extent any provision contained in this FOURTH Amendment conflicts with the terms of the Lease or the Third Amendment, the terms and provisions of this FOURTH Amendment shall prevail. All capitalized terms shall have the meaning ascribed to them in the Lease unless otherwise defined in the First, Second or Third Amendment.

In witness whereof, the parties have hereunto set their hands and seals this _____ day of _____, 20___.

LESSOR:

CITY OF CHARLES TOWN, WEST VIRGINIA

By:_____

_____
Name

_____
Title

LESSEE:

T-MOBILE NORTHEAST LLC

By:_____

James H. Simon
Name

Director
Title

Approved

Exhibit B4

T-Mobile

T-MOBILE NORTHEAST LLC
SITE NUMBER: 7HCH193A
SITE NAME: CHARLES TOWN, WV
T-MOBILE AAS INSTALLATION, DESIGN 67D94G
215 EAST 6TH AVENE
RANSON, WV 25438
CITY OF RANSON

NOTE: DESIGN BASED ON RFDS, VERSION: 3.2 DATED: 07/18/19

Know what's below. Call before you dig.

SITE INFORMATION

SCOPE OF WORK:	PROJECT CONSISTS OF: REMOVING: (3) EXISTING ANTENNAS (6) EXISTING COAX CABLES INSTALLING: (3) PROPOSED ANTENNAS (3) PROPOSED RRUS (3) PROPOSED 6x12 HYBRID CABLES
PROJECT DESIGN:	67D94G (AS IDENTIFIED ON RFDS)
SITE ID NUMBER:	7HCH193A
911 SITE ADDRESS:	215 EAST 6TH AVENUE RANSON, WV 25438
LATITUDE (NAD 83):	39.25433°
LONGITUDE (NAD 83):	-77.35806°
JURISDICTION:	CITY OF RANSON
ZONING:	TN (GENERAL NEIGHBORHOOD
TAX ACCOUNT NUMBER:	09 5003I0000000
PARCEL AREA:	0.08± ACRES
PARCEL OWNER:	CITY OF CHARLES TOWN
ADDRESS:	PO BOX 14 CHARLES TOWN, WV 25414
GROUND ELEVATION:	543'@ (AMSL)
STRUCTURE TYPE:	WATER TANK
STRUCTURE HEIGHT:	93.5' (AGL)

PROJECT TEAM

APPLICANT:	T-MOBILE NORTHEAST LLC 12050 BALTIMORE AVENUE BELTSVILLE, MD 20705 OFFICE: (240) 264-6600 FAX: (240) 264-6610
PROJECT MANAGEMENT FIRM:	NETWORK BUILDING + CONSULTING, LLC 6395 MARSHALEE DRIVE, SUITE 300 ELKRIDGE, MD 21075 (410) 712-7092
ENGINEERING FIRM:	NETWORK BUILDING + CONSULTING, LLC 6395 MARSHALEE DRIVE, SUITE 300 ELKRIDGE, MD 21075 (410) 712-7092

VICINITY MAP



DIRECTIONS

FROM: 12050 BALTIMORE AVENUE, BELTSVILLE, MD 20705 HEAD SOUTHEAST TOWARD US-1 N. TURN LEFT ONTO RITZ WAY. CONTINUE ONTO MD-212 N / POWDER MILL RD. TAKE THE I-95 S RAMP TO WASHINGTON. TAKE EXIT 27 W FOR I-495 W TOWARD SILVER SPRING. KEEP RIGHT AT THE FORK TO CONTINUE ON I-270 N TOWARDS FREDERICK. TAKE EXIT 32 FOR MD-85 W TOWARD HAGERSTOWN. TAKE EXIT 62 TO MERGE ONTO US-15 S / US-340 W. CONTINUE ONTO WV-51. TURN RIGHT ONTO FLOWING SPRINGS RD. AT THE TRAFFIC CIRCLE, TAKE THE 3RD EXIT ONTO E 5TH AVE. TURN RIGHT ONTO S REYMANN ST. TURN LEFT AT THE 1ST CROSS STREET ONTO E 6TH AVE. DESTINATION WILL BE ON THE RIGHT.

CODE COMPLIANCE

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THE LATEST EDITIONS OF THE FOLLOWING CODES:

- 2015 INTERNATIONAL BUILDING CODE
- 2014 NATIONAL ELECTRICAL CODE
- 2015 NFPA 101 LIFE SAFETY CODE
- 2009 IPC
- AMERICAN CONCRETE INSTITUTE
- AMERICAN INSTITUTE OF STEEL CONSTRUCTION
- MANUAL OF STEEL CONSTRUCTION 13TH EDITION
- ANSI/TIA-222-G
- TIA 607
- INSTITUTE FOR ELECTRICAL & ELECTRONICS ENGINEER 81
- ISEE C2 NATIONAL ELECTRIC SAFETY CODE LATEST EDITION
- TELCORDIA GR-1275
- ANSI/T 311

DRAWING INDEX

T-1	TITLE SHEET
GN-1	GENERAL NOTES
SP-1	SITE PLAN
C-1	COMPOUND PLAN & ELEVATION
A-1	ANTENNA PLANS & ANTENNA SCHEDULE
A-2	ANTENNA SPECIFICATIONS & DETAILS
A-3	CABLING DETAIL
N-1	PIM CHECKLIST
N-2	GENERAL NOTES
ST-1	STRUCTURAL DETAILS I
ST-2	STRUCTURAL DETAILS II
G-1	ELECTRICAL & GROUNDING DETAILS

DO NOT SCALE DRAWINGS

THESE DRAWINGS ARE FORMATTED TO BE FULL-SIZE AT 22"X34". CONTRACTOR SHALL VERIFY ALL PLANS AND EXISTING DIMENSIONS AND CONDITIONS ON THE JOB SITE AND SHALL IMMEDIATELY NOTIFY THE DESIGNER / ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR MATERIAL ORDERS OR BE RESPONSIBLE FOR THE SAME. CONTRACTOR SHALL USE BEST MANAGEMENT PRACTICE TO PREVENT STORM WATER POLLUTION DURING CONSTRUCTION.

APPLICANT
T-Mobile
T-MOBILE NORTHEAST LLC
12050 BALTIMORE AVENUE
BELTSVILLE, MD 20705
OFFICE: (240) 264-6600
FAX: (240) 264-6610

ENGINEER
NB+C
TOTALLY COMMITTED.
NB+C ENGINEERING SERVICES, LLC.

SITE INFORMATION
7HCH193A
CHARLES TOWN, WV
215 EAST 6TH AVENUE
RANSON, WV 25438
CITY OF RANSON

DESIGN RECORD
REVISIONS

REV	DATE	DESCRIPTION	BY
0	07/25/19	FINAL ISSUE	MKO

PROFESSIONAL STAMP
TRENT TRAVIS SNARR P.E.
REGISTERED
21726
STATE OF WEST VIRGINIA
PROFESSIONAL ENGINEER

ENGINEER
TRENT TRAVIS SNARR, P.E.
WEST VIRGINIA PROFESSIONAL ENGINEER
LICENSE #21726

SHEET TITLE
TITLE SHEET

SHEET NUMBER
T-1

CHARLES TOWN UTILITY BOARD
TUSCAWILLA MBR REPLACEMENT PROJECT BASIN 3

RESOLUTION NO. 2

RESOLUTION OF THE CITY OF CHARLES TOWN UTILITY BOARD APPROVING INVOICES RELATING TO THE CONSTRUCTION AND OTHER SERVICES FOR THE TUSCAWILLA MBR REPLACEMENT PROJECT BASIN 3 AND AUTHORIZING PAYMENT THEREOF,

WHEREAS, the City of Charles Town Utility Board has reviewed the invoices attached hereto and incorporated herein by reference relation to the project;

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

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

c) That each of such costs has been otherwise properly incurred.

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

NOW, THEREFORE, BE IT RESOLVED the City of Charles Town Utility Board that the payment of the attached Contractor's Application for Payment No. 02 and the CTUB Reimbursement as summarized below, is hereby authorized and directed.

Vendor	MBR Replacement Project
H2O Innovation USA	$53,096.10
CTUB Reimbursement	$80,986.65
Total	**$134,082.75**

ADOPTED BY the City of Charles Town Utility Board, at the meeting held on the 26th day of May 2021.

By: _____
Daryl Hennessy, Chairman

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Contractor's Application for Payment No. 2

To (Owner):	Charles Town Utility Board 661 South George Street, Suite 101 Charles Town, WV 25414	Application Period: 04/27/2020 to 11/15/2020	Application Date: 2021-05-11
From (Contractor):	H2O Innovation USA. 8900 109th Ave N, Suite #1000 Champlin, MN 55316	Via (Engineer):	Chris Eckenrode
Project:	Tuscawilla Wastewater Treatment Plant Membrane Bioreactor (MBR) Replacement	Contract:	Tuscawilla MBR Replacement Basin 3
Owner's Contract No.:	N/A	Contractor's Project No.:	Engineer's Project No.: 20011

Application For Payment

Change Order Summary

Approved Change Orders

Number	Additions	Deductions
TOTALS		
NET CHANGE BY CHANGE ORDERS		

1.	**ORIGINAL CONTRACT PRICE**	$ **$366,180.00**
2.	**Net change by Change Orders**	$
3.	**Current Contract Price (Line 1 ± 2)**	$ **$366,180.00**
4.	**TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate)**	$ **$347,871.00**
5.	**RETAINAGE:**	
	a. 10% X _____ **Work Completed**	$
	b. 10% X _____ **Stored Material**	$
	c. **Total Retainage (Line 5a + Line 5b)**	$
6.	**AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)**	$ **$347,871.00**
7.	**LESS PREVIOUS PAYMENTS (Line 6 from prior Application)**	$ **$313,083.90**
8.	**AMOUNT DUE THIS APPLICATION**	$ **$53,096.10**
9.	**BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above)**	$

Contractor's Certification

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

By: A. Girard-King, H2O Innovation — Date: 11-May-21

Payment of: $ 53,096.10
(Line 8 or other - attach explanation of the other amount)

is recommended by: Christopher M. Eckenrode (Engineer) — 5-12-2021 (Date)

Payment of: $ 53,096.10
(Line 8 or other - attach explanation of the other amount)

is approved by: _____ (Owner) — _____ (Date)

Approved by: _____ (Funding Agency (if applicable)) — _____ (Date)

EJCDC C-620 Contractor's Application for Payment
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VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT

FUND TOTALS		
50	WATER FUND	56,725.12
60	SEWER FUND	157,408.58
	GRAND TOTAL:	214,133.70

TOTAL PAGES: 4

APPROVED BY: _____

APPROVED BY: _____

This Packet: $ 214,133.70
Utility Customer Overpayment Refunds: 1,540.14
JP & RF Burns Partnership,April Loads, check dated 5/12/2021: 8,950.00
John Murphy Jr,Mileage 5/2-5/7, check dated 5/12/2021: 445.43

Total: $ 225,069.27

Note:

Highlighted invoice to be reimbursed for the Tuscawilla MBR Project;

Highlighted invoice to be reimbursed for the R&R Project;

Highlighted invoice to be reimbursed by the developer

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT		AMOUNT
	TESTING: TUSC WEEKLY	SEWER FUND	SEWER		25.24
	TESTING: WV0022349 RCKWL M	SEWER FUND	SEWER		211.27
	TESTING: CT WEEKLY	SEWER FUND	SEWER		173.19
	TESTING: CT WEEKLY	SEWER FUND	SEWER		189.47
	TESTING: CT WEEKLY	SEWER FUND	SEWER		173.19
				TOTAL:	952.05
ROSS H BARE	HIGHSCHL PS PMP#2 RPR	SEWER FUND	SEWER		1,002.78
				TOTAL:	1,002.78
SHENANDOAH SALES & SERVICE, INC.	2010 FORD F350: INSPCTN, L	WATER FUND	WATER		501.65
	1998 INTRNTNL: LEAKNG ANTI	WATER FUND	WATER		1,240.95
	JETTER- PUMP FROZEN	SEWER FUND	SEWER		507.20
	FORD F250:CALIPRS,THRMST&G	SEWER FUND	SEWER		850.04
				TOTAL:	3,099.84
SNYDER ENVIRONMENTAL SERVICES, INC	CNTRCTR AP#1 PRJCT 210070	SEWER FUND	NON-DEPARTMENTAL		9,000.00
	CNTRCTR AP#1 PRJCT 210080	SEWER FUND	NON-DEPARTMENTAL		500.00
	CTUB R&R 4, 8"; PROGRESS A	SEWER FUND	NON-DEPARTMENTAL		5,472.00
				TOTAL:	14,972.00
STEPTOE & JOHNSON PLLC	GENERAL ENVIRONMENTAL	SEWER FUND	SEWER		270.00
	GENERAL EMPLOYER COUNSELIN	SEWER FUND	SEWER		977.50
				TOTAL:	1,247.50
STH, INC.	PUMP PERFORMANCE EVALUATIO	WATER FUND	WATER		1,120.00
	SUMP/SEWAGE PUMP CHEK SVC	WATER FUND	WATER		2,430.00
				TOTAL:	3,550.00
GERALD TAYLOR CO., INC.	PUMP SLUDGE/ TRANSPORT	WATER FUND	WATER		444.91
	SLUDGE PUMP/ TRANSPORT	WATER FUND	WATER		410.06
				TOTAL:	854.97
THE CI THORNBURG CO, INC.	5/8" SRII EXCHNG CHMBR RCK	WATER FUND	WATER		305.93
				TOTAL:	305.93
USA BLUEBOOK	STRANDED THHN WIRE, AIR CO	WATER FUND	WATER		919.27
	GRANULAR CHLORINE	WATER FUND	WATER		319.95
	BIO SANITIZER TABS	WATER FUND	WATER		324.95
				TOTAL:	1,564.17
WEST VIRGINIA TRACTOR COMPANY	PARTS FOR PULL BEHIND JETT	SEWER FUND	SEWER		576.60
				TOTAL:	576.60
WV BUREAU OF PUBLIC HEALTH	J.MURPHY JR CLASS C CERT	SEWER FUND	SEWER		100.00
				TOTAL:	100.00

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	1,760.00
GUTTMAN ENERGY	W/E 5/09/21	WATER FUND	WATER	805.15
	W/E 5/16/21	WATER FUND	WATER	1,017.45
	W/E 5/09/21	SEWER FUND	SEWER	880.49
	W/E 5/16/21	SEWER FUND	SEWER	1,119.12
			TOTAL:	3,822.21
GWIN DOBSON & FOREMAN INC	WTP NPDES LINE SRVY	WATER FUND	NON-DEPARTMENTAL	7,000.00
	WA RETAINER SVCS	WATER FUND	WATER	548.60
	WWTP UPGRADE	SEWER FUND	NON-DEPARTMENTAL	20,317.77
			TOTAL:	27,866.37
H2O INNOVATION USA INC	TUSCMBRRPLCMNT APP#2	SEWER FUND	NON-DEPARTMENTAL	53,096.10
			TOTAL:	53,096.10
HACH COMPANY	ADAPTER PROBE 90 DEGREE EL	SEWER FUND	SEWER	282.40
	ADAPTER PROBE 90 DEGREE EL	SEWER FUND	SEWER	282.40
			TOTAL:	564.80
HATCH ASSOCIATES CONSULTANTS, INC.	TO10 H-363705 MAGNOLIA SPR	SEWER FUND	NON-DEPARTMENTAL	19,701.75
	TO11 H-364168 CNNCTCNS MAG	SEWER FUND	SEWER	5,557.75
			TOTAL:	25,259.50
HOLTZMAN OIL CORP	CHEVRON RANSO HD ISO 32	SEWER FUND	SEWER	270.18
			TOTAL:	270.18
INTELLIPOINT TECHNOLOGIES, LLC	IT-REGULAR-REMOTE	WATER FUND	WATER	100.00
			TOTAL:	100.00
INWOOD QUARRY, INC.	C2 PICKUPS: 5/18/21	WATER FUND	WATER	711.00
			TOTAL:	711.00
JOHN DEERE FINANCIAL	331 TRACK LOADER	WATER FUND	NON-DEPARTMENTAL	17,073.73
	331 TRACK LOADER	WATER FUND	WATER	1,236.16
			TOTAL:	18,309.89
JOHNNY BLUE, INC	WOODLAWN PROJECT	SEWER FUND	SEWER	99.00
			TOTAL:	99.00
KABLE EXCAVATING, LLC	MVEXCVTR, WOODLWN-FRFX XNG	SEWER FUND	SEWER	190.00
			TOTAL:	190.00
J.C. KUNKLE & ASSOCIATES, A.C.	PROFF SVCS 2/11 - 5/18/21	SEWER FUND	SEWER	5,350.00
			TOTAL:	5,350.00
MCKINNEY'S AUTO REPAIR	2015 CHVY COLRDO RPLC LGHT	WATER FUND	WATER	25.22
			TOTAL:	25.22
DONALD MICKEY	MOWING SUMMIT PT& PLYGRND	SEWER FUND	SEWER	250.00
			TOTAL:	250.00
MISS UTILITY OF WV, INC.	MESSAGE FEES: APR	WATER FUND	WATER	144.20
			TOTAL:	144.20
PACE ANALYTICAL SERVICES, LLC	TESTING: WV3301905 IOC/NO3	WATER FUND	WATER	179.69

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT		AMOUNT
ADT SECURITY SERVICES	WTP: SVC 6/1/2021-5/31/202	WATER FUND	WATER		1,291.43
				TOTAL:	1,291.43
ANTIETAM ELECTRIAL CONTRACTORS, INC	FORREST PS: INSTALL OMNISI	SEWER FUND	SEWER		850.96
	ASHLEY BRIN: INSTALL OMNIS	SEWER FUND	SEWER		1,290.71
	11TH AVE: FLOAT RPRS & INS	SEWER FUND	SEWER		880.84
	CHK MOTR BARSCREEN GRITSCR	SEWER FUND	SEWER		847.67
				TOTAL:	3,870.18
CHARLES TOWN SEWER	APRIL FUNDING	SEWER FUND	NON-DEPARTMENTAL		12,934.16
				TOTAL:	12,934.16
CHARLES TOWN WATER	APRIL FUNDING	WATER FUND	NON-DEPARTMENTAL		9,363.40
				TOTAL:	9,363.40
CORE & MAIN	MTR TILE,MONITOR FLG,MONIT	WATER FUND	WATER		2,987.68-
	SSINSRT,MTRGSKT,FRM&CVR,MT	WATER FUND	WATER		6,221.16
	METERBOX KEY STANDARD PENT	WATER FUND	WATER		399.86
	6FT T-HNDL VLV WRENCH 2"NU	WATER FUND	WATER		269.74
	KEY3SCKT,RBBRMTRGSKT,KRYLO	WATER FUND	WATER		172.00
	1" SETTER, VLV BX AUGER VL	WATER FUND	WATER		1,120.32
	BALLCORPSTOP,SSINSERT,TUBI	WATER FUND	WATER		530.98
	RUBBER METER GASKET	WATER FUND	WATER		54.00
	WRAPREPCLP,SNAPREPCLP,WRAP	WATER FUND	WATER		740.36
	VBHC72-18W-4433QNL SETTER	WATER FUND	WATER		1,950.66
	6" 304SS SOCKET CLAMP	SEWER FUND	SEWER		486.64
	HYMAX 2 FLIP CPLG, HYMAX G	SEWER FUND	SEWER		1,533.84
				TOTAL:	10,491.88
COYNE CHEMICAL	SODIUM HYPOCHLORITE 15%	SEWER FUND	SEWER		2,376.00
	ZETAG 8848FS	SEWER FUND	SEWER		6,683.51
				TOTAL:	9,059.51
CRYSTAL SPRINGS	MNTHLY SVC@ WWTP	WATER FUND	WATER		39.92
	MONTHLY SVC@ 661 S GEORGE	WATER FUND	WATER		60.10
	MONTHLY SVC@ 661 S GEORGE	SEWER FUND	SEWER		60.09
				TOTAL:	160.11
DEWBERRY ENGINEERS INC	TO2 ONCALL WAMODEL & ASSTN	WATER FUND	WATER		400.00
				TOTAL:	400.00
WV DEPT OF HEALTH & HUMAN SERVICES	BACTERIOLOGICAL TESTING	WATER FUND	WATER		100.00
	BACTERIOLOGICAL TESTING	WATER FUND	WATER		40.00
	BACTERIOLOGICAL TESTING	WATER FUND	WATER		100.00
				TOTAL:	240.00
DODSON SEPTIC SERVICES, LLC	SEPTIC TANK PUMPING: JHS	SEWER FUND	SEWER		85.00
				TOTAL:	85.00
EAST MOUNTAIN HEALTH PHYSICIANS, INC	J.MURPHY HEPB VACC& INJCT	SEWER FUND	SEWER		92.00
				TOTAL:	92.00
ERA	PH, WASTEWATER	SEWER FUND	SEWER		101.72
				TOTAL:	101.72
FLUID SOLUTIONS INC	CASTIRON GUIDE CLAW, O-RIN	SEWER FUND	SEWER		1,760.00

Public Service Commission
of West Virginia

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

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

May 17, 2021

Daryl Hennessy
City of Charles Town Water Department
661 S George St.
Charles Town, West Virginia 25414

Dear Mr. Hennessy:

The Water and Wastewater Division's Staff of the Public Service Commission of West Virginia (Commission) has conducted a review of your 2020 Annual Report. Based upon the review, no comments have been made.

If an audit was completed and adjustments are needed to your 2019 Annual Report, please file a revised report with the Commission as soon as possible since those numbers are a part of the 2020 Annual Report. If a subsequent audit is conducted that affects your 2020 Annual Report on file with the Commission, please file an amended 2020 report at that time. If that becomes necessary, please make all applicable changes to your copy of the annual report, and then upload the revised version through the efile system. Should you encounter any issues with uploading the revised report, please contact Kathryn Stalnaker, Executive Secretary's Office, at kstalnaker@psc.state.wv.us or 1-800-344-5113, ext. 361. Accepted revised reports will be added to our web.

Also, please be aware that the respective Water and Sewer Rules were amended in 2011. Water/Sewer Rule 2.5 requires that all water/sewer utilities maintain accounts and records in compliance with the 1996 Uniform System of Accounts (USOA). Particular attention should be paid to the recording of Contributions In Aid of Construction (Acct. #271) to ensure compliance with the USOA. A copy of the respective USOA can be purchased by contacting:

Judith Ford, National Association of Regulatory Utility Commissioners (NARUC)
JFord@naruc.org
(202) 898-2203

We appreciate your cooperation in completing the Annual Report. Annual Reports which are complete and accurate greatly facilitate the financial review functions of the Commission. If you have any questions please call me at 1-800-344-5113, ext. 358, or email me at akovarik@psc.state.wv.us.

Sincerely,

Alex Kovarik

Alex Kovarik, Utilities Analyst III
Water and Wastewater Division

CC: Kathryn Stalnaker, PSC

GD&F
GWIN
DOBSON &
FOREMAN
ENGINEERS

May 14, 2021

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

RE: Professional Engineering Services Proposal (Task Order)
Water System Facility Plan Update

Dear Mrs. Stolipher:

Per your request, Gwin, Dobson & Foreman, Inc. (GD&F) is pleased to present the following engineering services proposal associated with the Water System Facility Plan Update.

Understanding of the Project

GD&F proposes to provide engineering services for the preparation of an updated Water System Facility Plan which was originally prepared by Black & Veatch Corporation in 2008.

Proposed Services

GD&F will update the existing report in terms of existing data summary, future projections, proposed future projects and associated cost estimates. The report will discuss future recommended capital improvements and growth projections. The report will include information from the raw water intake system to the distribution and storage system, with the main focus on the water treatment facility.

Proposed Schedule

GD&F will begin immediately upon written authorization from the Board and will complete the update within three (3) months.

Proposed Cost

GD&F will provide the above scope of services for an estimated, not-to-exceed, fee of $9,000.00. Invoices will be submitted on a monthly basis based on the rates below. Payment will be made on an accrued hourly basis plus expenses. The expenses include direct expenses such as printing/copying, postage, etc. as necessary to complete the services. Payment is due within thirty (30) days of invoicing.

Rates:

Professional Engineer – 60 hours (estimated) @ $119/hour = $7,140
Staff Engineer – 20 hours (estimated) @ $91/hour = $1,820

We appreciate the opportunity to submit this proposal. To authorize the services, please complete the following authorization section of this proposal and return a signed copy to our office. If you have any questions, please contact our office at your convenience.

Respectfully submitted,
GWIN, DOBSON & FOREMAN, INC.

Christopher M. Eckenrode

Christopher M. Eckenrode, P.E.
Senior Project Engineer

CME/amk
Prop/2021/CharlesTownWaterSysPlanUpdate_5-14-21.doc
cc: File

ACCEPTANCE OF PROPOSAL

The Charles Town Utility Board hereby accepts the above service and cost proposal.

_____ _____

Authorized Representative Date

_____

Attest/Witness