CHARLES TOWN UTILITY BOARD
AGENDA

WEDNESDAY, JANUARY 8, 2025

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

CALL TO ORDER

1. **APPROVAL OF MINUTES**
   a. Approval of December 10, 2024 Minutes
      UB Minutes 12.10.24.pdf
   b. Approval of December 11, 2024 Minutes
      UB Minutes 12.11.24.pdf

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

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

   https://us06web.zoom.us/j/84746242311?pwd=WIGOJk0EpeDrpJRMZF28kpHBK63WHL.1

   Meeting ID: 847 4624 2311
   Passcode: 235747
   (301)715-8592

3. **UNFINISHED BUSINESS**
   a. Sidewinder Enterprises, LLC. Agreement Review for Water Service, Middleway – Possible Executive Session WV State Code Section §6-9A-4(b)(9) - To consider matters relating to developer agreement and submission to the Public Service Commission.
      Sidewinder Agreement.pdf
      Timeframe and docs.pdf

4. **NEW BUSINESS**
   a. Renewal and Replacement Project - Resolution No. 27 - Contractor Pay Application No. 27
      Pay App 27.pdf
   b. 2022 Sewer Collection System Project - Resolution No. 3 - CIF Payment

#2
Resolution No. 3.pdf

c. 2022 Sewer Collection System Project - Business and Occupation Tax Waiver Request
B&O Tax Breakdown by City 12.18.24.pdf
d. Water and Wastewater Capacity Improvement Fee Study - Gannett Fleming Proposal
Gannett Proposal.pdf
e. Asbury Block Sewer Project - Geotechnical Proposal
Asbury Geo Proposal.pdf
f. Utility Manager Performance Evaluation Review – Possible Executive Session Under: WV State Code Section §6-9A-4(b)(2)(A) – Matters arising from the appointment, employment of an employee.

5. **MANAGER REPORTS**
   a. Utility Manager Report
   UM Report 01.08.25.pdf
   b. Chairman Report

6. **APPROVAL OF BILLS**
   a. January 8, 2025
   Board Report 01.08.25.pdf

7. **ADJOURNMENT**

8. **INFORMATION ONLY**
   a. Next Meeting - January 22, 2025 at 4:00 P.M.

CHARLES TOWN UTILITY BOARD

Wednesday, January 8, 2025

Regular Meeting

661 South George Street
Charles Town, WV 25414

Approval of December 10, 2024 Minutes

Attachments:

UB Minutes 12.10.24.pdf

Charles Town Utility Board
Special Board Meeting
December 10, 2024

The Charles Town Utility Board held a special meeting on December 10, 2024 at 9:00 A.M. Members of the Board present were John Nissel, Chairman; Duke Pierson, Vice Chairman; Tommy Stocks, Treasurer; Heidi Parker, Board Member (Zoom); and John Maxey, Board Member. Also present were Kristen Stolipher, Utility Manager; April Shultz, Assistant Utility Manager; Ashley Stottlemyer, Secretary;

CALL TO ORDER
The Chairman called the meeting to order at 9:00 A.M.

PUBLIC COMMENT
The Board received no public comment.

NEW BUSINESS
Collection System Project Contract Approval
Mrs. Stolipher provided that with the closing of the bond issue today, the Collection System project contract needs to be signed effective the same date.

Action: **Motion made by Mr. Pierson, second by Mr. Stocks, the Board unanimously approved the Collection System Project construction contract between the Owner and Contractor.**

Collection System Project Notice to Proceed
Mrs. Stolipher provided the Notice to Proceed with substantial completion in 18 months (June 18, 2026) and final payment in 19 months (July 18, 2026) from the date of the contract times/pre-construction meeting which is December 18, 2024.

Mr. Maxey joined the meeting.

Action: **Motion made by Mr. Pierson, second by Mr. Stocks, the Board unanimously approved the Notice to Proceed.**

ADJOURNMENT
There being no further business at this time, the Board adjourned the meeting at 9:04 A.M.

INFORMATION ONLY
The next meeting is scheduled for Wednesday, December 11, 2024 at 4:00 P.M. at 661 S. George Street.

_____ _____

John Nissel
Chairman

Ashley Stottlemyer
Secretary

CHARLES TOWN UTILITY BOARD

Wednesday, January 8, 2025

Regular Meeting

661 South George Street
Charles Town, WV 25414

Approval of December 11, 2024 Minutes

Attachments:

UB Minutes 12.11.24.pdf

Charles Town Utility Board
Special Board Meeting
December 11, 2024

The Charles Town Utility Board held a special meeting on December 11, 2024 at 4:00 P.M. Members of the Board present were John Nissel, Chairman; Duke Pierson, Vice Chairman; Tommy Stocks, Treasurer; Heidi Parker, Board Member; and John Maxey, Board Member. Also present were Kristen Stolipher, Utility Manager; April Shultz, Assistant Utility Manager; Ashley Stottlemyer, Secretary; Robert Rodecker, Legal Counsel and Richard Lewis, Legal Counsel.

CALL TO ORDER

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

APPROVAL OF MINUTES

Approval of November 13, 2024 Special Meeting Minutes

The Chairman called for changes or corrections to the November 13, 2024 special meeting minutes. Mrs. Parker suggested a minor change to the Summit Point Raceway discussion.

Action: **Motion made by Mr. Maxey, second by Mrs. Parker, the Board unanimously approved the November 13, 2024 minutes as amended.**

PUBLIC COMMENT

Public comment was received from James Grantham, Mary Gee, Christine Wimer, Elizabeth Ricketts, Christine Marshall and Cheryl Middleton.

Mr. Maxey requested future agenda items comply with the Open Meetings Act relating to the wording and specificity of the item.

NEW BUSINESS

Middleway Water Bottling Facility Discussion

Mr. Maxey questioned if there was a "secret" agreement between CTUB and the developer of the proposed water bottling facility in Middleway. Mrs. Stolipher stated that CTUB does have an agreement as the public utility to take over the developer constructed water transmission line from their well source to their site and water plant to provide domestic water service once completed, plus a provision for a future 200 EDU's that CTUB could provide public service to. Mrs. Stolipher also mentioned the agreement requires both entities to provide notice to any other entity with regard to any public disclosure. She also stated the Board gave her and the Attorney direction at a previous meeting to finalize the agreement, which will need to be approved by the WV PSC, and pursue a DOH permit for the project, which has since been approved by DOH. The Board provided discussions.

Action: **Motion made by Mr. Maxey, second by Mrs. Parker, with discussion from the Board, the Board approved 3-2 to not renew the DOH permit until sufficient public input and discussions with residents of Middleway and Jefferson County. Mr. Stocks and Mr. Pierson voted against the motion.**

Mrs. Stolipher provided the DOH permit was extended and does not expire until September 2025.

UNFINISHED BUSINESS

Summit Point Raceway Evaluation

Mrs. Stolipher addressed the questions the Board had last month on the Zone of Critical Concern mentioned in the grant agreement, which was found that Summit Point is not located in that zone. Mr. Rodecker briefed the Board on his memo regarding this concern and has no issues with the Board moving forward with the agreement. The Board provided discussions and was satisfied with Mr. Rodecker's findings.

Action: **Motion made by Mr. Maxey, second by Mr. Pierson, the Board unanimously approved the grant agreement for the Summit Point Raceway evaluation.**

PFAS Discussion

Mr. Maxey provided the Board with PFAS content testing results the Blue Ridge Water Coalition obtained from wells in the County near the biosolid land application site and requested a discussion on PFAS to address his concerns and request CTUB test for PFAS in the biosolids of the wastewater treatment plant. He would like Mrs. Stolipher to obtain three bids from qualified firms able to access the PFAS content of sewage sludge and the land where applied. Mrs. Stolipher and Chris Eckenrode, from GDF, addressed the testing results Mr. Maxey provided and Mr. Maxey's claims of poisoning wells due to biosolid land application.

Mr. Eckenrode mentioned the EPA has not yet released biosolid standards or regulations for West Virginia on PFAS so questioned if CTUB began testing for PFAS what standards does staff compare the results to. Richard Lewis, CTUB Environmental Attorney, commented that gathering information is important, but careful not to gather the wrong information that puts CTUB at risk for inappropriate liability. He suggested the Board wait for more guidance from the regulatory agencies when testing the biosolid application sites. The Board provided discussions.

Action: **Motion made by Mr. Maxey to obtain three bids from qualified firms able to access the PFAS content of sewage sludge and the land where applied. Discussion was held. Amended motion made by Mr. Maxey, second by Mr. Pierson, the Board unanimously approved authorizing staff to obtain bids from three qualified vendors for sampling and testing the biosolids of CTUB for PFAS and PFOS at the source before transported.**

Mr. Eckenrode stated that CTUB has done their due diligence on the water side of removing PFAS chemicals from the drinking water and will do the same due diligence on the sewer side.

NEW BUSINESS

Resolution 2024-04 – Thomas Stocks Proclamation

The Chairman thanked Mr. Stocks for his many years of service to the Utility Board. Mrs. Stolipher read the resolution into record. Mr. Stocks term expires at the end of the month and he is not applying for reappointment.

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

Resolution 2024-05 – FY 2025 Budget Revision Draft

Mrs. Shultz briefed the Board on the minor revisions to the FY 2025 water and sewer operating budgets. Due to the influx of new customers and rate adjustments from the prior year, staff re-evaluated the FY 2025 budget. The revenues and expenses increased in total, but the overall budget revisions for FY 2025 were expected considering the number of new connections added in the first quarter. The increase in expenses were due to additional labor, plant and maintenance supplies, and power used at the plants. The Chairman requested Mrs. Shultz add a percentage of budget column beside the year-to-date numbers.

Action: **Motion made by Mr. Pierson, second by Mr. Stocks, the Board unanimously approved Resolution 2024-05 – FY 2025 Budget Revisions.**

Renewal and Replacement Project

a. Resolution No. 26 – Contractor Pay No. 26

Mrs. Stolipher included the contractor application for Payment No. 26 in the amount of $91,137.06 for work completed.

Action: **Motion made by Mr. Maxey, second by Mrs. Parker, the Board unanimously approved Resolution No. 26.**

b. Change Order #7 – FRP Building HVAC

Mrs. Stolipher provided Change Order #7 for the upsizing of the HVAC unit for the FRP building totaling $16,950.28. Mr. Eckenrode briefed the Board.

Action: **Motion made by Mr. Maxey, second by Mr. Pierson, the Board unanimously approved Change Order #7.**

Collection System Project

a. Resolution No.2 – CIF Payment # 1

Mrs. Stolipher included the pay application for Resolution No. 2 in the amount of $17,325.91 for work completed.

Action: **Motion made by Mr. Stocks, second by Mr. Pierson, the Board unanimously approved Resolution No. 2 – CIF Payment # 1.**

Huntwell Alternate Mainline Extension Agreement

Mrs. Stolipher provided the AMEA for the sewer connection to the Huntwell West subdivision including the reimbursement to the developer for the upsizing of the pump station as discussed at the last meeting. Last month, Mrs. Stolipher discussed running a gravity line approximately 539 feet to connect the existing Orchard Hills pump station, which currently serves 54 homes, to the gravity sewer line in the Huntwell Subdivision and decommissioning the Orchard Hills pump station. Mrs. Stolipher provided CTUB would be responsible for extending the gravity line and reimburse the developer for the upsizing of their pump station to accommodate the Orchard Hills pump station flows. Mrs. Stolipher mentioned if approved by the Board, the agreement would be sent to the Public Service Commission for approval.

Action: **Motion made by Mr. Maxey, second by Mr. Pierson, with discussions, the Board approved the Huntwell Alternate Mainline Extension Agreement. Mrs. Parkers voted against the motion.**

RFP Solicitation for Utility Communication Specialist

Richard Lewis, from Steptoe and Johnson, suggested the Board solicit and hire a Utility Communication Specialist for the purpose of transparency and education surrounding PFAS for CTUB customers. He mentioned the firm could assist staff with addressing customer concerns and community outreach regarding PFAS. The Board provided discussions.

Action: **Motion made by Mr. Pierson, second by Mr. Maxey, the Board unanimously approved the RFP solicitation for a Utility Communication Specialist and as a Board, interview and choose the firm.**

Utility Manager Performance Evaluation Review - Possible Executive Session Under: WV State Code Section 6-9A-4(b)(2)(A)- Matters arising from the appointment, employment of an employee

The Chairman mentioned he is still waiting on Utility Manager reviews from two Board members. The Board will perform the review next month.

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

Board Agenda Policy

Mrs. Parker requested the board packet be finalized by 3pm on the Friday prior to the meeting or hold that item until the next meeting. Mrs. Stolipher stated that staff makes every effort to finalize the packet by 3pm Friday, but always provides the Board documents as soon as possible if after that deadline.

Action: **Motion by Mrs. Parker to have the board packet finalized by 3pm on the Friday prior to the meeting or hold that item until the next meeting. After Board discussions, Mrs. Parker withdrew her motion as staff will make all efforts to finalize the packet by 3pm on the Friday prior to the meeting.**

2025 Board Meeting Schedule

Action: **Motion made by Mr. Pierson, second by Mr. Maxey, the Board unanimously approved the 2025 board meeting schedule as presented, but subject to change.**

2025 Holiday Calendar

Action: **Motion made by Mr. Pierson, second by Mr. Stocks, the Board unanimously approved the 2025 holiday schedule as presented.**

MANAGER REPORTS

Utility Manager Report

Mrs. Stolipher provided staff is continuing to work on the asset management and billing integration, Dewberry is finalizing the Water Model, and the baffle wall installation at the water plant in the upcoming weeks. She also mentioned the pre-construction meeting for the Collection System Project is on December 18th and DOH permit for the Greenfield project was received. Mrs. Stolipher provided she will have a task order next month for a geo-technical investigation for the North/George/Liberty block project due to the underground caverns in that area.

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

Chairman Report

The Chairman reported City Council will be interviewing applicants for the CTUB Board member position on January 6, 2025.

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

APPROVAL OF BILLS

December 11, 2024

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

ADJOURNMENT

There being no further business at this time, the Board adjourned the meeting at 5:47 P.M.

INFORMATION ONLY

The next meeting is scheduled for Wednesday, January 8, 2025 at 4:00 P.M. at 661 S. George Street.

_____ _____

John Nissel, Chairman

Ashley Stottlemyer, Secretary

CHARLES TOWN UTILITY BOARD

Wednesday, January 8, 2025

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

Sidewinder Enterprises, LLC. Agreement Review for Water Service, Middleway – Possible Executive Session WV State Code Section §6-9A-4(b)(9) - To consider matters relating to developer agreement and submission to the Public Service Commission.

Attachments:

Sidewinder Agreement.pdf
Timeframe and docs.pdf

AGREEMENT

THIS AGREEMENT (the "Agreement") is made and effective this 26th day of April, 2024 by and between the **CITY OF CHARLES TOWN, by and through the CHARLES TOWN UTILITY BOARD,** (hereinafter, "CTUB") **and SIDEWINDER ENTERPRISES, LLC** (hereinafter, "Developer").

WHEREAS, the City of Charles Town, by and through CTUB operates a combined water and sewer system pursuant to the provisions of Chapter 8, Article 20 of the Code of West Virginia and has been authorized by the Public Service Commission of West Virginia to develop a water supply system throughout areas within Jefferson County, West Virginia, including certain areas near the Village of Middleway in Middleway District of Jefferson County; and

WHEREAS, the DEVELOPER is planning to develop certain lands within the Middleway District of Jefferson County for commercial and industrial purposes; and,

WHEREAS, the planned development of the DEVELOPER'S property is contingent upon DEVELOPER having proper water treatment and distribution facilities for a potable water supply for the development of its property; and,

WHEREAS, the DEVELOPER has identified a source of water on its property that it intends to use for a raw water supply and to make available to CTUB for treatment and sale of potable water to CTUB's utility customers; and,

WHEREAS, CTUB desires to obtain a water source for treatment and sale to DEVELOPER and to the other customers; and,

WHEREAS, the parties are willing to bear the expense of making public water treatment and distribution facilities available to the DEVELOPER, as well as for ultimate distribution by CTUB to its customers;

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

ARTICLE I

DESIGN

Section 1.01. Owner has acquired by deed of record in the Jefferson County Clerk's Office in Deed Book 1256, Page 360, land in Middleway District, Jefferson County, West Virginia ("Development"). The Development is comprised of five (5) separate parcels of real estate, identified in the Jefferson County tax records as Map 22, Parcels 3.01, 9, 32, 34 and Map 22B, Parcel 19.02. The DEVELOPER intends to drill and construct up to three (3) groundwater wells to supply the development . The DEVELOPER also has access to existing water rights as detailed in Deed Book 1271, Page 212that will also be used to supply the Development. The DEVELOPER hereby agrees to employ qualified professional engineers to design a raw water transmission pipeline to a water treatment plant to be constructed by the DEVELOPER, and a water main of sufficient length and capacity to provide finished metered water service to the DEVELOPER'S property ("Project"). The location of the wells, the proposed raw water line, the proposed treatment plant, and the proposed finished water line are identified on Exhibit 1 attached to this Agreement. The design of the Project shall be developed solely at the DEVELOPER'S expense and shall be designed to meet all applicable State, Federal and local regulations.

Section 1.02. CTUB shall have the right to inspect and approve, prior to the start of construction under this Agreement, the design and specifications of the Project, to insure that the Project satisfactorily meets its objectives, is in accordance with all applicable regulations and the terms of this Agreement, minimizes leakage, and is designed using sound engineering standards. CTUB may reasonably require such revisions of said plans and specifications as it reasonably feels are necessary before giving its approval to the Project. The DEVELOPER must receive prior approval of CTUB in writing before submitting Project plans to the West Virginia Bureau of Health. CTUB shall sign all permit applications for the Project.

Section 1.03. The DEVELOPER shall, at its own expense, submit the plans and specifications to the appropriate State, Federal, and local agencies having jurisdiction over the Project for their approval. The DEVELOPER shall make such changes as are reasonably required by said agencies, at the DEVELOPER'S expense.

ARTICLE II

CONSTRUCTION AND INSPECTION

Section 2.01. The DEVELOPER will construct all of the facilities comprising the Project, including but not limited to, the raw water main, the finished water mains, trunk lines, pumping facilities, or other necessary appurtenances. The DEVELOPER shall obtain, at its own expense, 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. The DEVELOPER shall obtain all necessary rights-of-way and take all other such actions, including but not limited to, legal action, as are necessary to complete the facilities, at the DEVELOPER'S own expense. CTUB shall take such actions as are permitted by law to aid in obtaining the necessary easements on land not owned by the DEVELOPER, including, but not limited to, legal action. The cost of any said action by CTUB shall be borne by the DEVELOPER.

Section 2.02. CTUB shall bear no financial or other responsibility for the construction of the DEVELOPER'S Project. However, CTUB shall have the right to inspect and approve, prior to the implementation of service under this Agreement, the construction of the DEVELOPER'S Project to insure that water will be satisfactorily distributed to the Development in accordance with applicable regulations and the terms of this Agreement, and that the Project is being constructed using sound engineering and construction standards, and using materials in compliance with CTUB'S standards and specifications.

Section 2.03. The DEVELOPER will be required at its expense to conduct pressure tests and water quality and safety tests in accordance with the laws of the State of West Virginia and the regulations of the State Bureau for Public Health. In conjunction with the testing and prior to placing it in service, the Project will be cleaned, flushed and disinfected in accordance with applicable standards and methods of the American Water Works Association and the State Bureau for Public Health.

Section 2.04. The DEVELOPER shall provide to CTUB a complete set of plans for the facilities and continually update these plans through the design and construction of the Project. Upon completion of construction, the DEVELOPER shall provide to CTUB reproducible mylars of "as built" plans for the Project.

Section 2.05. At all times during the construction of said facilities, the DEVELOPER shall maintain sole ownership of said facilities.

ARTICLE III
TRANSFER OF OWNERSHIP

Section 3.01. Upon completion of the construction of the Project, the DEVELOPER shall obtain such State, Federal, and local certifications, authorizations, or approvals as required, at DEVELOPER'S expense. After said certifications, authorizations or approvals are obtained, and the facilities are 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, the Project being physically complete, all engineers, materialmen, contractors and subcontractors of the DEVELOPER being paid for their work on said system, all legal disputes regarding the Project being resolved, and no outstanding liens or potential liens on said system existing.

Section 3.02. Upon receipt of the written notice described in Section 3.01, CTUB shall have 45 days to inspect the Project and all of its associated facilities and conduct any additional tests, at CTUB'S expense, as CTUB feels are appropriate and necessary to determine that the Project is functioning in accordance with the design plans. Not later than 45 days after receipt of the DEVELOPER'S notice hereunder, CTUB shall provide to the DEVELOPER, in writing, a list of changes, repairs, or additions which CTUB believes are necessary to place the DEVELOPER'S Project in good and proper working condition, and a list of other actions which the DEVELOPER must take so that the Project is complete in all respects. The DEVELOPER, at his own expense, shall make said changes, repairs and additions and take said actions which are directed by CTUB. Once said changes, repairs and additions have been made and actions taken, 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.

Section 3.03. If, after receipt of the notices set forth in Section 3.01 and upon CTUB'S determination that the DEVELOPER has completed the changes, repairs and additions and actions which as directed by CTUB under Section 3.02, and CTUB further determines that the DEVELOPER'S Project is in good and proper working condition, that no other changes, repairs, or additions are necessary, and that the Project is completed in all respects, the DEVELOPER shall deliver, and CTUB shall accept, ownership of the Project, including rights-of-way, and all real property and easements (including those easements referenced in Section 1.01 and shown on Exhibit 1) necessary for the ownership, operation and maintenance of the Project. The transfer of ownership of the Project shall occur fifteen (15) days after the expiration of CTUB'S right of inspection and testing, set forth in Section 3.02 unless such transfer is delayed to a later mutually agreeable date.

Section 3.04. Upon completion of the construction of the Project, the DEVELOPER shall lease to CTUB the site upon which the water treatment facilities are located, and convey, free of all liens and encumbrances, the raw water transmission line and the water treatment plant. The Lease shall be for a term of one hundred (100) years at an annual rental rate of one dollar ($1.00).

ARTICLE IV

OPERATION OF WATER WELLS

Section 4.01. DEVELOPER shall pump water from the wells for CTUB to treat and sell to its customers, an amount sufficient to serve the DEVELOPER'S potable supply requirements on the Development plus an additional amount to serve 200 equivalent dwelling units (EDUs). The DEVELOPER'S requirements on the Development and the additional amount shall be collectively referred to herein as "CTUB Customers". For purposes of this Agreement an equivalent dwelling unit shall be equal to 150 gallons per day. Any increase in the allocation to CTUB shall be subject to agreement by CTUB and DEVELOPER.

Section 4.02. DEVELOPER agrees that if it intends to seek a third party to operate and maintain its wells and facilities necessary to supply raw water to its Development, it will offer to CTUB the right of first refusal to contract with the DEVELOPER for such operation and maintenance.

Section 4.03. DEVELOPER further agrees that in the event it should decide to discontinue operation of the wells or seek to transfer ownership to the wells and facilities necessary to supply raw water to its Development, it will offer to CTUB the right of first refusal to purchase said wells and facilities.

Section 4.04 If DEVELOPER desires to sell one or more of its parcels to a West Virginia Public Service Commission (WV PSC) regulated utility, then (a) DEVELOPER shall provide CTUB with a signed term sheet for such sale and (b) CTUB shall have the right to elect to purchase such parcel(s) on the terms and conditions set forth in such term sheet by giving DEVELOPER written notice within ten (10) days after CTUB's receipt of such term sheet. If CTUB fails to exercise such right to purchase or if CTUB thereafter fails to consummate such purchase for any reason whatsoever, then CTUB shall have no further rights under this Section 4.04

Section 4.05 If DEVELOPER or DEVELOPER's assignees fails to perform its express maintenance and repairs obligations set forth in this Agreement and if such failure continues for a period of thirty (30) days (or such longer period so long as DEVELOPER or DEVELOPER's

assignee is diligently prosecuting to cure the maintenance and repair obligations), then CTUB may, as its sole right, undertake such maintenance and repair in which event CTUB shall have rights to perform such maintenance at DEVELOPER's cost.

ARTICLE V

REPRESENTATIONS AND WARRANTIES

Section 5.01. CTUB represents and warrants that the execution, delivery, and performance of this Agreement by CTUB will have been duly authorized, and this Agreement by CTUB will have been duly authorized, and this Agreement constitutes a valid and binding obligation of CTUB enforceable in accordance with its terms.

Section 5.02. The DEVELOPER represents and warrants that the facilities will be designed and constructed in accordance with CTUB'S specifications, and in a proper workmanlike manner using sound principles of engineering and construction. The DEVELOPER hereby warrants the DEVELOPER'S work on said treatment, pumping facilities, storage facilities and other necessary appurtenances for two (2) years from the date the facilities are placed into operation by CTUB and will make such changes, repairs and additions, at the DEVELOPER'S expense, as are needed to maintain the facilities in a proper operation condition. All underground pipe in the Project will be accepted by CTUB "as is" at the time of the transfer of ownership of the Project.

ARTICLE VI

SUBSEQUENT CONNECTIONS

Section 6.01. The DEVELOPER shall construct one metered water service for the Development. Future subdivision or off-sale of a portion of the Development may require the construction of additional metered connection(s), including public main and/or service line extension(s) thereto, in accordance with the requirements of the Public Service Commission of West Virginia Rules and Regulations for the Government of Water Utilities, 150CSR7. Nothing in this Agreement shall be construed to require CTUB to be responsible for fees relating directly to DEVELOPER's customers.

Section 6.02. The DEVELOPER shall insure that each additional CUSTOMER connection connected to CTUB'S facilities located on the Development shall have a water meter installed prior to connection to CTUB's public water system. Said water meter, and its installation, must be approved by CTUB.

Section 6.03. The DEVELOPER hereby agrees that in the event that the DEVELOPER transfers any portion of the DEVELOPER'S property in the Development, or the ownership of the wells and facilities necessary to supply raw water to its Development, to any individual, corporation, or other entity, 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
OPERATION OF FACILITIES

Section 7.01. DEVELOPER shall operate and maintain the wells at its expense and shall pump water to the treatment plant for CTUB to treat and sell to its customers. CTUB shall operate and maintain the raw water main and the treatment plant at its expense and in accordance with all federal, state and local regulatory requirements. It is understood that the water treatment will be designed to treat true-groundwater sources only and will not be a filtration plant. CTUB shall not make any construction modifications to the raw water transmission main and shall not shut down the raw water transmission main for any purpose without prior notice to the DEVELOPER other than in the event of an emergency that poses imminent risk of injury to persons, material damage to property or cessation of the operation of the facilities, as determined solely by CTUB, that necessitates raw water transmission main shut down.

Section 7.02. Except as provided in Section 5.02, after transfer of ownership to CTUB of the Project, CTUB shall be responsible for the costs of any and all operations and maintenance changes, as well as capital changes and upgrades to all federal, state and local governmental regulations. CTUB has the right, at its sole expense to expand the capacity of the treatment plant when such expansion may be necessary for public use provided that (a) CTUB performs Phase I and Phase II environmental assessments to prove that the expansion of the capacity (including the drilling of new wells) will not impair the quality of the existing water wells, (b) such expansion would not limit the yield or capacity of water products with respect to DEVELOPER's customers ; and (c) nothing herein shall preclude DEVELOPER from producing water from other wells on other properties that DEVELOPER now or in the future may own. Should the DEVELOPER require expansion of the plant for dedicated use, assessment of Capacity Improvement Fees may apply.

ARTICLE VIII
MISCELLANEOUS PROVISIONS

Section 8.01 Nothing in this Agreement shall be construed to make CTUB liable or responsible for any obligations of the DEVELOPER.

The DEVELOPER hereby agrees to save and indemnify and keep harmless CTUB against all liability claims and judgments or demands for damages arising from accidents to persons or property occasioned by the DEVELOPER, his agents or employees, and against all claims or demands for damages arising from accidents to the DEVELOPER, its agents or employees, whether occasioned by said DEVELOPER or his employees or by CTUB or its employees or any other person or persons and the DEVELOPER will defend any and all suits that may be brought against CTUB on account of any such accidents and will make good to, and reimburse CTUB for any expenditures that CTUB may make by reason of such accidents.

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

Section 8.02 To the extent permitted by law, CTUB hereby agrees to save and indemnify and keep harmless the DEVELOPER against all liability claims and judgments or demands for damages arising from accidents to persons or property occasioned by CTUB, its agents or employees, and against all claims or demands for damages arising from accidents to CTUB, his agents or employees, whether occasioned by said CTUB or its employees or by DEVELOPER or its employees or any other person or persons and CTUB will defend any and all suits that may be brought against DEVELOPER on account of any such accidents and will make good to, and reimburse, DEVELOPER for any expenditures that DEVELOPER may make by reason of such accidents.

Section 8.03 CTUB will not reimburse the DEVELOPER for the cost of installation or any other cost associated with the construction of the Project. The DEVELOPER expressly waives any right to reimbursement under the Public Service Commission of West Virginia Rules and Regulations for the Government of Water Utilities, 150CSR7, Rule 7.5.5, Extension of Mains, 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 this Agreement herein shall be construed as an exemption

to Rule 7.5.5 Extension of Mains. The DEVELOPER will collect reimbursement through appropriate pricing of real estate within its development.

Section 8.04 Upon transfer of ownership to CTUB, nothing in this Agreement shall be construed to provide the DEVELOPER with any ownership or other interest in the facilities, which will become the exclusive property of CTUB.

Section 8.05. 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.

Section 8.06. This Agreement shall be binding on all successors and assigns and may not be assigned by either party without the prior written consent of the other party.

Section 8.07. 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.

Section 8.08. Except as required by law, neither party shall make any public disclosure with respect to this Agreement without prior written notice to, and consultation with, the other party. All documents and information exchanged between the parties in connection with this Agreement shall be kept confidential and shall be disclosed to only those individuals whose assistance in the preparation and consummation of the Agreement is in good faith deemed essential.

Section 8.09. Any notices given between the parties hereto, desired or required to be given under this Agreement, shall be in writing and shall be deemed delivered (i) when hand delivered to a party; (ii) when delivered to United States Post Office if by certified or registered mail, return receipt requested, postage prepaid; or (iii) if by national prepaid, overnight delivery service when deposited with the overnight delivery company.

(a) If to DEVELOPER to:
SIDEWINDER ENTERPRISES, LLC
Attn:
4340 Von Karmen, Suite 380
Newport Beach, CA 92660

Copy to:

(b) If to CTUB to:
CHARLES TOWN UTILITY BOARD

Attn: Kristen Stolipher, Utility General Manager
661 S. George Street, Suite 101
Charles Town, WV 25414

Copy to:
Robert R. Rodecker, Esq.
707 Virginia Street East
Suite 1500
Charleston, West Virginia 25301

Section 8.10. 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 8.11. Should any provision of this Agreement be found to be void or unenforceable, it shall be severable from the rest of the Agreement and the remaining terms shall be enforced as if the unenforceable term had not existed.

Section 8.12. This Agreement supersedes all prior agreements between DEVELOPER and CTUB or any of their respective affiliates (written or oral) relating to the subject matter, is intended as an entire and complete statement of the terms of the Agreement between the parties and may be amended or modified only by a written instrument executed by DEVELOPER and CTUB.

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

By:_____
Its: Chairman

ATTEST:

_____
Its Clerk

SIDEWINDER ENTERPRISES, LLC

By: Sean Masterson
Its: Co-Manager

ATTEST:

_____
Its Secretary

Exhibit 1

12" RAW WATERLINE
WVDOH PERMIT #5-23-0664U

RAW WATER TANK

GRACE STREET

WATER TREATMENT PLANT

POTABLE WATERLINE STUB
OUT FOR FUTURE SERVICE

POTABLE WATER TANK

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

BUNKERHILL ROAD

MIDDLEWAY PIKE/
RTE 51

SIDEWINDER ENTERPRISES LLC
TM 22 PARCEL 9
D.B. 1256 PG. 360

RAW WATER TANK

WATER TREATMENT PLANT

POTABLE WATER TANK

GRACE
STREET

POTABLE WATERLINE STUB OUT
FOR FUTURE SERVICE

BRUCETOWN
ROAD

12" RAW WATERLINE

RLMHP LLC & PHOTOGLOU
LIVING TRUST
TM 22 PARCEL 33.9
D.B. 1271 PG. 212

WELL C

WELL A

WELL B – SUPPLY WELL
WVDHHR PERMIT #21,258

1000 500 0 1000 2000 3000
GRAPHICAL SCALE: 1"=1000'

May 21, 2021 – letter to CTUB requesting service

May 26, 2021 – Board briefed on request from IFS on development of former 3M site in Middleway in accordance with CTUB Developer policy.

June 7, 2021- CTUB issues letter to developer consenting to allowing Berkeley to serve the property with water and sewer service with a **1st right to serve or acquire any further expansion of the public system in the future should the use expand beyond domestic service or in the event that an on-site system be developed**. Although it is not currently feasible to serve the property, CTUB may expand in this area in the future.

November 4, 2021 Developer filed complaint with PSC against BCPSWD for failure to provide a long service line to the site.

March 21, 2022 Developer and BCPSWD reach settlement agreement.

September 20, 2022 – Sidewinder begins exploring options for onsite water treatment plant, raw water and domestic service for development. Additional 200 residential units of water capacity in plant design. CTUB to accept assets upon construction completion.

February 22, 2023 – Board briefed on project details in executive session.

March 8, 2023 – Board briefed on project details and agreement in executive session.

April 3, 2023 – CTUB Plan review and permit submission review.

July 14, 2023 – Request from IFS for executed copy of the agreement. Prior legal counsel did not finalize.

August 23, 2023 – WVDOH permit submitted for raw water line.

October 11, 2023 – Bob Rodecker initiated review of Sidewinder agreement.

April 26, 2024 – Agreement executed.

Next steps: Submit to PSC for approval.

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

May 26, 2021

The Charles Town Utility Board held a virtual meeting on May 26, 2021 at 4:00 p.m. Members of the Board present were Daryl Hennessy, Pete Kubic, Tommy Stocks and Jacquelyn Milliron. Also present were Kristen Stolipher, April Shultz and Ashley Stottlemyer. The Chairman called for changes or corrections to the May 12, 2021 regular meeting minutes. The Board approved the minutes as presented. The Board received one public comment.

Next, Tracey Eberling from Steptoe & Johnson, gave a presentation on Sexual Harassment Prevention for the board member training topic this month. Ms. Eberling reviewed CTUB's policy against workplace harassment along with harassment and discrimination prevention.

The Chairman next opened the floor for discussion on Andy's Pizza – Sewer Availability Request. Kristen mentioned the sewer availability letter sent to Andy's Pizza was based on the tariff calculation at 88 seats for a CIF totaling $51,663.30. The owner, Andy Colandrea, requested an evaluation of the fees. Kristen provided that after assessing the actual usage for the existing facility and comparing with other similar commercial establishments, the CIF would be $11,099.73 for the proposed building. Kristen noted the Board has done this in prior instances when a request to review the fees are made. Jacquelyn disagreed with the evaluation and would like to follow the tariff so all users are treated equal and recommended the tariff be changed. Motion by Pete, second by Tommy, the Board approved the CIF adjustment based on actual usage and not the tariff chart, as done in other instances. Jacquelyn opposed.

The Board next discussed Shenandoah Extraction & Processing, LLC. Map 2, Parcel 9 – Discussion on Water and Sewer Service. Kristen explained that a request was received from Gordon regarding the former 3M/Kodak plant in Middleway. The owner of the property has contracted with Gordon to assist in evaluating the redevelopment options of the property and the ability to have reliable water and sewer through a public utility. Jason Gerhart, from Gordon, was in the audience to present the request. He mentioned Berkeley County PSSD and Berkeley County PSWD both have utilities in close proximity to the property, but have requested he speak with CTUB first. Kristen mentioned the Jefferson County PSD has done arrangements with Berkeley County similar to this in the past. The Board was in agreement with this option as long as service is exclusive to this site with acknowledgment that CTUB may serve the property in the future if an onsite water or sewer treatment facility is ever constructed. Motion made by Tommy, second by Pete, the Board approved Berkeley County serving water and sewer to this property contingent on Berkeley County securing all easements as required and necessary approvals.

Next discussed was Precision Pump and Valve Service – Raw Water Pump Repair. Kristen noted the quote was for the repair of a pump at the water intake. Motion made by Jacquelyn, second by Tommy, the Board approved the quote with Precision Pump and Valve Service.

The Chairman next opened the floor for discussion on the 6th Avenue Tank – T-Mobile Lease Agreement. Kristen mentioned the lease amendment was for the addition of a generator at the tank which will increase the lease $200 a month. It also included a revision for a 2% cost of living increase each year rather than 10% every 5 years. Jacquelyn suggested a grammatical revision to the document. Motion by Pete, second by Jacquelyn, with discussion from Jacquelyn, the Board approved the T-Mobile lease amendment for the 6th avenue tank.

Next, the Board discussed Tuscawilla MBR Replacement Basin 3 Resolution No. 2 – Contractor Pay Application No. 002. Kristen stated this Resolution would close out the project. Staff is utilizing the bond refunding money for sewer leaving a balance of approximately $2,000.00 that must be spent

Charles Town
Utility Board

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

UTILITY BOARD

CHAIRMAN
Daryl Hennessy

VICE CHAIRMAN
Pete Kubic

TREASURER
Thomas Stocks

INTERIM SECRETARY
Ashley Stottlemyer

City of Ranson
Mayor
Duke Pierson

Jacquelyn Milliron

UTILITY MANAGER
Kristen Stolipher

June 7, 2021

Jason Gerhart, P.E.
Gordon
148 S. Queen Street, Suite 201
Martinsburg, WV 25401

Re: Middleway Property – Map 2, Parcel 9

Dear Mr. Gerhart:

Pursuant to the Charles Town Utility Board (CTUB) meeting on May 26, 2021, the Board consents to allow Berkeley County Public Water Service District (BCPSWD) and Berkeley County Public Sewer Service District (BCPSSD) to provide public domestic water service to the above property through a privately owned service line to the subject property. An extension of CTUB public water and sewer would be extensive given that the closest point of connection is over five (5) miles away from the subject property.

CTUB respectfully requests to have the 1st right to serve or acquire any further expansion of the public system in the future should the use expand beyond domestic service or in the event that an on-site system is developed. Although it is currently not feasible to serve the property, CTUB may expand in this area in the future.

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

Regards,

Kristen Stolipher
Utility General Manager

Kristen Stolipher

From: Jason Gerhart <jgerhart@ifs-ae.com>
Sent: Tuesday, September 20, 2022 8:13 AM
To: kstolipher
Cc: Richard Pish
Subject: RE: Sidewinder Middleway Pipeline

This is my understanding as of right now, and at least as a starting point for discussions. When I refer to Sidewinder it would also include assigning those rights/responsibilities to a purchaser or end user:

- Sidewinder would like to own the line, but for the DOH permit CTUB may be forced to own it.
- Sidewinder will maintain the line, but CTUB will have the right to maintain it in an emergency or unless WVDOH requires CTUB to do the maintenance.
- What rights would you want? I think setting some amount of water, as a starting point say the first 50,000 gpd of water is available to CTUB if and when you would like to use it. My rough calculation is that likely serves around 250 customers in Middleway, and that seemed like about the max amount of customers in the immediate area. You would know that better than me.
- CTUB has the right to maintain the line, but not to shut it down without agreement and coordination from Sidewinder so as to not stop an end user who requires relatively constant use of the water.
- The pumps at the well would be owned and maintained by sidewinder, and CTUB has the right to inspect and maintain should they need to.
- Sidewinder will construct the line and obtain the permits
- I hope there are no easements needed for the construction within the ROW, but an easement around the line on Sidewinders property will be granted to CTUB. The easement already exists on the trailer park property at the well out to Rt 51.

From: kstolipher <kstolipher@ctubwv.com>
Sent: Tuesday, September 20, 2022 7:57 AM
To: Jason Gerhart <jgerhart@ifs-ae.com>
Subject: RE: Sidewinder Middleway Pipeline

Thanks. Can you provide a bulleted list of items that the agreement will need to contain?

Who will own?
Who will maintain?
What rights of each party?
Who will construct?
Easements?

Etc. etc.

Thanks,
Kristen

Kristen M. Stolipher
Utility General Manager
Charles Town Utility Board
661 South George Street, Suite 101
Charles Town, WV 25414
Office: (304) 724-7080
Cell: (304)-904-7359
Email: kstolipher@ctubwv.com

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From: Jason Gerhart <jgerhart@ifs-ae.com>
Sent: Tuesday, September 20, 2022 7:43 AM
To: kstolipher <kstolipher@ctubwv.com>
Subject: Sidewinder Middleway Pipeline

Here are the drawings. I know there is a lot of information about the well water, but the initial focus is just this pipeline.

Jason Gerhart, PE
Principal | Director of Engineering
Licensed in AL,FL,GA,IL,MD,MI,NY,PA,SC,TX,VA

INTEGRITY
FEDERAL SERVICES

CIVIL ENGINEERING | LANDSCAPE ARCHITECTURE | PLANNING
SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (CVE)

148 S. Queen Street, Suite 201, Martinsburg, WV 25401
O: 304.725.8456 | C: 717.253.1693 www.ifs-ae.com

Kristen Stolipher

From: Chris Thiel <cthiel@ifs-ae.com>
Sent: Friday, July 14, 2023 2:55 PM
To: kstolipher
Subject: 3M Middleway water plant design

Hi Kristen,
I hope you are enjoying your summer.

We just met with Chris Eckenrode (GDF) to get started on the design for the water treatment plant. Chris will likely be reaching out to you directly as he works on this project.

In the meantime, I would like to get a copy of the executed Agreement between the City of Charles Town and Sidewinder Enterprises concerning the design, construction, and ownership of the plant. This was the Agreement that went before the CTUB board in March. Would you please email that to me?

Thanks!

Christine E. Thiel, PE
Senior Project Manager

INTEGRITY
FEDERAL SERVICES

148 S. Queen St., Suite 201
Martinsburg, WV 25401
(304) 995-8856
cthiel@ifs-ae.com

Kristen Stolipher

From: kstolipher
Sent: Wednesday, October 11, 2023 10:41 AM
To: 'Robert R. Rodecker'
Subject: FW: 3M Middleway water plant design Agreement
Attachments: AGREEMENT - Chris markups 3-3-23.docx

Importance: High

Bob,
This is the agreement we discussed briefly at the last Board meeting. Please review when you have time and let me know when we can discuss. This is somewhat time sensitive based on the current condition of WVAW in the area. Unfortunately this was one of those items that never got wrapped up by Hoy.

Thanks,
Kristen

Kristen M. Stolipher
Utility General Manager
Charles Town Utility Board
661 South George Street, Suite 101
Charles Town, WV 25414
Office: (304) 724-7080
Cell: (304)-904-7359
Email: kstolipher@ctubwv.com

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From: Chris Thiel <cthiel@ifs-ae.com>
Sent: Wednesday, October 11, 2023 10:26 AM
To: kstolipher <kstolipher@ctubwv.com>
Subject: RE: 3M Middleway water plant design Agreement

No - there were no outstanding items to be addressed.

From: kstolipher <kstolipher@ctubwv.com>
Sent: Wednesday, October 11, 2023 10:24 AM
To: Chris Thiel <cthiel@ifs-ae.com>
Subject: RE: 3M Middleway water plant design Agreement

Thank you. To your knowledge were there other changes or items that needed to resolved or revised?

Regards,
Kristen

Kristen M. Stolipher
Utility General Manager
Charles Town Utility Board
661 South George Street, Suite 101
Charles Town, WV 25414
Office: (304) 724-7080
Cell: (304)-904-7359
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From: Chris Thiel <cthiel@ifs-ae.com>
Sent: Wednesday, October 11, 2023 10:19 AM
To: kstolipher <kstolipher@ctubwv.com>
Cc: Jason Gerhart <jgerhart@ifs-ae.com>
Subject: RE: 3M Middleway water plant design Agreement

Kristen,
The attached is the latest version that was presented to the CTUB board on March 8.
Please let me know if you have any questions.
Hope things are going well with Bob on board!

Chris

From: kstolipher <kstolipher@ctubwv.com>
Sent: Wednesday, October 11, 2023 9:25 AM
To: Chris Thiel <cthiel@ifs-ae.com>
Cc: Jason Gerhart <jgerhart@ifs-ae.com>
Subject: RE: 3M Middleway water plant design

Chris,
I need to get the latest and greatest agreement on this project to Bob Rodecker, CTUB's new legal counsel. Can you send me what you believe to be the latest agreement since I believe Hoy may have dropped the ball on getting that executed? I'll have Bob review this week and we will get it done.

Thanks,
Kristen

Kristen M. Stolipher
Utility General Manager
Charles Town Utility Board
661 South George Street, Suite 101
Charles Town, WV 25414
Office: (304) 724-7080
Cell: (304)-904-7359
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From: Chris Thiel <cthiel@ifs-ae.com>
Sent: Friday, July 14, 2023 2:55 PM
To: kstolipher <kstolipher@ctubwv.com>
Subject: 3M Middleway water plant design

Hi Kristen,
I hope you are enjoying your summer.

We just met with Chris Eckenrode (GDF) to get started on the design for the water treatment plant. Chris will likely be reaching out to you directly as he works on this project.

In the meantime, I would like to get a copy of the executed Agreement between the City of Charles Town and Sidewinder Enterprises concerning the design, construction, and ownership of the plant. This was the Agreement that went before the CTUB board in March. Would you please email that to me?

Thanks!

Christine E. Thiel, PE
Senior Project Manager

INTEGRITY
FEDERAL SERVICES

148 S. Queen St., Suite 201
Martinsburg, WV 25401
(304) 995-8856
cthiel@ifs-ae.com

CHARLES TOWN UTILITY BOARD

Wednesday, January 8, 2025

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

Renewal and Replacement Project - Resolution No. 27 - Contractor Pay Application No. 27

Attachments:

Pay App 27.pdf

CHARLES TOWN UTILITY BOARD
2022 RENEWAL AND REPLACEMENT PROJECT

RESOLUTION NO. 27

RESOLUTION OF THE CITY OF CHARLES TOWN UTILITY BOARD APPROVING INVOICES RELATING TO THE CONSTRUCTION AND OTHER SERVICES FOR THE 2022 CHARLES TOWN WASTEWATER TREATMENT PLANT IMPROVEMENTS PROJECT AND AUTHORIZING PAYMENT THEREOF,

WHEREAS, the City of Charles Town Utility Board (CTUB) 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. 27 as summarized below, is hereby authorized and directed.

Vendor	2022B & 2022C Construction Fund	Capacity Improvement Fee Fund	Total
Alvarez Contractors, Inc.	$0	$33,105.38	$33,105.38
Total	**$0**	**$33,105.38**	**$33,105.38**

ADOPTED BY the City of Charles Town Utility Board, at the meeting held on the 8th day of January, 2025.

By: _____
John Nissel, Chairman

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Contractor's Application for Payment No. 27

Application Period: 12/01/24-12/31/24	Application Date: 12/31/2024	
To (Owner): CHARLES TOWN UTILITY BOARD	From (Contractor): ALVAREZ CONTRACTORS, INC.	Via (Engineer): GWIN, DOBSON & FOREMAN INC.
Project: CHARLES TOWN WASTEWATER TREATMENT PLANT IMPROVEMENTS PROJECT	Contract: CONTRACT #1	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.:

Application For Payment

Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
CO 1	$498,183.42	
CO 2	$41,179.57	
CO 3	$90,351.00	
CO 4	$76,494.00	
CO 5	$27,066.00	
CO 6	$23,071.00	
TOTALS	$756,344.99	
NET CHANGE BY CHANGE ORDERS	**$756,344.99**	

1. ORIGINAL CONTRACT PRICE	$	$10,151,000.00
2. Net change by Change Orders	$	$756,344.99
3. Current Contract Price (Line 1 ± 2)	$	$10,907,344.99
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates)	$	$10,562,886.23
5. RETAINAGE:		
a. 2% X $10,562,886.23 Work Completed	$	$211,257.72
b. 2% X _____ Stored Material	$	
c. Total Retainage (Line 5.a + Line 5.b)	$	$211,257.72
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)	$	$10,351,628.51
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	$	$10,318,523.13
8. AMOUNT DUE THIS APPLICATION	$	$33,105.38
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above)	$	$555,716.48

Contractor's Certification

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

Contractor Signature

By: _____ Date: 11/30/2024

Payment of: $ $33,105.38
(Line 8 or other - attach explanation of the other amount)

is recommended by: _____ 01/03/2025
(Engineer) (Date)

Payment of: $ $33,105.38
(Line 8 or other - attach explanation of the other amount)

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

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

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Progress Estimate - Lump Sum Work

Contractor's Application

For (Contract):	CHARLES TOWN WASTEWATER TREATMENT PLANT IMPROVEMENTS PROJECT	Application Number:	27
Application Period:	12/01/24-12/31/24	Application Date:	12/31/2024

			Work Completed		E	F		G
A		B	C	D				
Schedule of Values Item No.	Description	Scheduled Value ($)	From Previous Application (C+D)	This Period	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F / B)	Balance to Finish (B - F)
1	D1 - Moblization/Demob.	$20,000.00	$20,000.00	$0.00	$0.00	$20,000.00	100.0%	$0.00
2	D1 - Bonds/Insurance	$178,000.00	$178,000.00	$0.00	$0.00	$178,000.00	100.0%	$0.00
3	D1 - Video Taping	$4,500.00	$4,500.00	$0.00	$0.00	$4,500.00	100.0%	$0.00
4	D1 - Field Office	$18,000.00	$17,640.00	$180.00	$0.00	$17,820.00	99.0%	$180.00
5	D1 - QC Testing (Cash Allowance)	$50,000.00	$17,000.00	$0.00	$0.00	$17,000.00	34.0%	$33,000.00
6	D1 - Submittals/Shop Drawings by ACI	$40,000.00	$38,000.00	$400.00	$0.00	$38,400.00	96.0%	$1,600.00
	DIVISION 2 - SITE WORK							
7	D2 - Sediment & Erosion Control	$20,200.00	$19,594.00	$202.00	$0.00	$19,796.00	98.0%	$404.00
	SITE DEMOLITION							
8	D2 - Concrete Pads	$4,100.00	$3,280.00	$0.00	$0.00	$3,280.00	80.0%	$820.00
9	D2 - Remove all Ex. Underground Lines at Centrifuge Bldg. Site	$32,900.00	$31,255.00	$0.00	$0.00	$31,255.00	95.0%	$1,645.00
10	D2 - Remove all Ex. Underground Lines at Electrical Bldg. Site	$12,400.00	$12,400.00	$0.00	$0.00	$12,400.00	100.0%	$0.00
11	D2 - Remove Portions of Underground Lines at Ex. Press Bldg.	$4,200.00	$420.00	$0.00	$0.00	$420.00	10.0%	$3,780.00
	STRUCTURES & BUILDING DEMOLITION							
12	D2 - Headworks Building	$40,200.00	$40,200.00	$0.00	$0.00	$40,200.00	100.0%	$0.00
13	D2 - Influent Pump Station & Bypass Pump Set Up	$97,500.00	$97,500.00	$0.00	$0.00	$97,500.00	100.0%	$0.00
14	D2 - UV Equipment	$18,300.00	$18,300.00	$0.00	$0.00	$18,300.00	100.0%	$0.00
15	D2 - Plant Drain Pump Station	$14,800.00	$14,800.00	$0.00	$0.00	$14,800.00	100.0%	$0.00
16	D2 - Electrical Building by ACI	$7,900.00	$0.00	$6,320.00	$0.00	$6,320.00	80.0%	$1,580.00
17	D2 - Sludge Day Tank & Pump Building	$97,800.00	$97,800.00	$0.00	$0.00	$97,800.00	100.0%	$0.00
18	D2 - Digester Blower Building	$32,500.00	$32,500.00	$0.00	$0.00	$32,500.00	100.0%	$0.00
19	D2 - Sludge Transfer Pump Building	$3,200.00	$3,200.00	$0.00	$0.00	$3,200.00	100.0%	$0.00
20	D2 - Digester Tank	$8,200.00	$8,200.00	$0.00	$0.00	$8,200.00	100.0%	$0.00
21	D2 - SBR	$1,600.00	$1,440.00	$160.00	$0.00	$1,600.00	100.0%	$0.00
	EXCAVATION (MAJOR STRUCTURES)							
22	D2 - Centrifuge Building	$38,900.00	$38,900.00	$0.00	$0.00	$38,900.00	100.0%	$0.00
23	D2 - Electrical Building by ACI	$7,800.00	$7,800.00	$0.00	$0.00	$7,800.00	100.0%	$0.00
24	D2 - Blower Pad	$5,100.00	$5,100.00	$0.00	$0.00	$5,100.00	100.0%	$0.00
25	D2 - Generator Pad	$5,200.00	$5,200.00	$0.00	$0.00	$5,200.00	100.0%	$0.00
	BACKFILL (MAJOR STRUCTURES)							
26	D2 - Centrifuge Building	$42,300.00	$42,300.00	$0.00	$0.00	$42,300.00	100.0%	$0.00
	STRUCTURAL STONE							
27	D2 - Centrifuge Building	$13,400.00	$13,400.00	$0.00	$0.00	$13,400.00	100.0%	$0.00
28	D2 - Electrical Building	$5,600.00	$5,600.00	$0.00	$0.00	$5,600.00	100.0%	$0.00
29	D2 - FRP Building	$2,000.00	$2,000.00	$0.00	$0.00	$2,000.00	100.0%	$0.00
30	D2 - Generator Pad	$1,500.00	$1,500.00	$0.00	$0.00	$1,500.00	100.0%	$0.00
31	D2 - Blower Pad	$1,500.00	$1,500.00	$0.00	$0.00	$1,500.00	100.0%	$0.00
	YARD PIPING							

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Progress Estimate - Lump Sum Work

Contractor's Application

For (Contract):	CHARLES TOWN WASTEWATER TREATMENT PLANT IMPROVEMENTS PROJECT	Application Number:	27
Application Period:	12/01/24-12/31/24	Application Date:	12/31/2024

			Work Completed		E	F		G
A		B	C	D				
Schedule of Values Item No.	Description	Scheduled Value ($)	From Previous Application (C+D)	This Period	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F / B)	Balance to Finish (B - F)
32	D2 - 2" Sch 80 PVC Water Service to Headworks Bldg.	$9,900.00	$9,900.00	$0.00	$0.00	$9,900.00	100.0%	$0.00
33	D2 - 2" Sch 80 PVC Water Service to Centrifuge Bldg.	$25,100.00	$25,100.00	$0.00	$0.00	$25,100.00	100.0%	$0.00
34	D2 - 4" DIP WAS Line from Centrifuge Bldg. to Sanitary Sewer	$16,600.00	$16,600.00	$0.00	$0.00	$16,600.00	100.0%	$0.00
35	D2 - 4" DIP WAS Inlet to Centrifuge Bldg.	$17,400.00	$17,400.00	$0.00	$0.00	$17,400.00	100.0%	$0.00
36	D2 - 4" DIP Sludge Drain Off Line from Digester	$16,800.00	$16,800.00	$0.00	$0.00	$16,800.00	100.0%	$0.00
37	D2 - 4" DIP WAS Line from Centrifuge Bldg. to Digester	$16,700.00	$16,700.00	$0.00	$0.00	$16,700.00	100.0%	$0.00
38	D2 - 6" PVC Drain from Centrifuge Bldg. to Manhole	$16,500.00	$16,500.00	$0.00	$0.00	$16,500.00	100.0%	$0.00
39	D2 - 4" PVC Drain from Centrifuge Bldg. to Manhole	$15,200.00	$15,200.00	$0.00	$0.00	$15,200.00	100.0%	$0.00
40	D2 - 6" DIP Existing System Connection to New T-Valve	$16,700.00	$16,700.00	$0.00	$0.00	$16,700.00	100.0%	$0.00
41	D2 - 8" PVC Drain Line Under Centrifuge Bldg.	$13,500.00	$13,500.00	$0.00	$0.00	$13,500.00	100.0%	$0.00
42	D2 - 24" & 12" HDPE Storm Drain at Centrifuge Bldg.	$58,000.00	$52,200.00	$5,800.00	$0.00	$58,000.00	100.0%	$0.00
43	D2 - 18" HDPE Storm Drain at Electrical Bldg.	$39,000.00	$39,000.00	$0.00	$0.00	$39,000.00	100.0%	$0.00
44	D2 - 10" Stainless Steel Air Line to Digester	$10,900.00	$10,900.00	$0.00	$0.00	$10,900.00	100.0%	$0.00
	YARD STRUCTURES							
45	D2 - 4' Dia. Precast Drain Line Manhole	$3,400.00	$3,400.00	$0.00	$0.00	$3,400.00	100.0%	$0.00
46	D2 - Type G Precast Drop Inlet	$9,200.00	$9,200.00	$0.00	$0.00	$9,200.00	100.0%	$0.00
	FINAL RECLAMATION							
47	D2 - Asphalt Paving	$98,800.00				$0.00		$98,800.00
48	D2 - Final Grading, Seed & Mulch	$5,700.00	$5,130.00	$114.00	$0.00	$5,244.00	92.0%	$456.00
	DIVISION 3 - CONCRETE							
	SITE CONCRETE							
49	D3 - Generator Pad	$10,100.00	$10,100.00	$0.00	$0.00	$10,100.00	100.0%	$0.00
50	D3 - FRP Shelter Pad	$9,400.00	$9,400.00	$0.00	$0.00	$9,400.00	100.0%	$0.00
51	D3 - Digester Blower Pad	$28,200.00	$28,200.00	$0.00	$0.00	$28,200.00	100.0%	$0.00
52	D3 - Digester Equipment Pads	$24,900.00	$24,900.00	$0.00	$0.00	$24,900.00	100.0%	$0.00
53	D3 - Sidewalks at Blower Bldg. Area	$10,700.00	$10,700.00	$0.00	$0.00	$10,700.00	100.0%	$0.00
54	D3 - Sidewalks at Covered Sludge Storage Area	$11,400.00	$11,400.00	$0.00	$0.00	$11,400.00	100.0%	$0.00
	ELECTRICAL BLDG.							
55	D3 - Grade Beams	$38,300.00	$38,300.00	$0.00	$0.00	$38,300.00	100.0%	$0.00
56	D3 - Concrete Pads/SOG	$18,100.00	$18,100.00	$0.00	$0.00	$18,100.00	100.0%	$0.00
57	D3 - Door Stoops/Pads	$12,000.00	$6,000.00	$0.00	$0.00	$6,000.00	50.0%	$6,000.00
58	D3 - Exterior SOG/Sidewalks	$15,400.00	$11,550.00	$3,850.00	$0.00	$15,400.00	100.0%	$0.00
59	D3 - Misc. Equipment Pads	$3,000.00	$3,000.00	$0.00	$0.00	$3,000.00	100.0%	$0.00
	COVERED SLUDGE STORAGE AREA & CENTRIFUGE BLDG.							
60	D3 - Footings, Grade Beams & Walls	$162,000.00	$162,000.00	$0.00	$0.00	$162,000.00	100.0%	$0.00
61	D3 - Thickened SOG at Trench Drains	$22,200.00	$22,200.00	$0.00	$0.00	$22,200.00	100.0%	$0.00
62	D3 - 6" SOG at 2 - Areas	$49,700.00	$49,700.00	$0.00	$0.00	$49,700.00	100.0%	$0.00
63	D3 - Equipment Pads, Containment Curbs & Walls	$15,400.00	$15,400.00	$0.00	$0.00	$15,400.00	100.0%	$0.00

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Progress Estimate - Lump Sum Work

Contractor's Application

For (Contract):	CHARLES TOWN WASTEWATER TREATMENT PLANT IMPROVEMENTS PROJECT	Application Number:	27
Application Period:	12/01/24-12/31/24	Application Date:	12/31/2024

			Work Completed		E	F		G
A		B	C	D				
Schedule of Values Item No.	Description	Scheduled Value ($)	From Previous Application (C+D)	This Period	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F / B)	Balance to Finish (B - F)
64	D3 - Door/Stoop	$8,100.00				$0.00		$8,100.00
	DIGESTER BLDG. & TANK							
65	D3 - Equipment Pads	$4,400.00	$4,400.00	$0.00	$0.00	$4,400.00	100.0%	$0.00
	DIVISION 4 - MASONRY							
	CENTRIFUGE BUILDING							
66	D4 - 12" Standard CMU's	$53,000.00	$53,000.00	$0.00	$0.00	$53,000.00	100.0%	$0.00
	DIVISION 5 - MISC. METALS							
	SITE							
67	D5 - Permanent Bollards	$7,200.00	$4,320.00	$0.00	$0.00	$4,320.00	60.0%	$2,880.00
68	D5 - Removable Bollards	$12,300.00	$10,455.00	$0.00	$0.00	$10,455.00	85.0%	$1,845.00
	ELECTRICAL BLDG.							
69	D5 - Partition Walls	$69,200.00	$69,200.00	$0.00	$0.00	$69,200.00	100.0%	$0.00
70	D5 - Roof/Ceiling Framing	$35,000.00	$35,000.00	$0.00	$0.00	$35,000.00	100.0%	$0.00
	CENTRIFUGE BUILDING							
71	D5 - W8 x 28 Steel Lintel	$1,800.00	$1,800.00	$0.00	$0.00	$1,800.00	100.0%	$0.00
72	D5 - Monorail Framing	$11,100.00	$11,100.00	$0.00	$0.00	$11,100.00	100.0%	$0.00
73	D5 - Covered Storage Framing	$12,900.00	$12,900.00	$0.00	$0.00	$12,900.00	100.0%	$0.00
74	D5 - Steel Erection	$25,500.00	$25,500.00	$0.00	$0.00	$25,500.00	100.0%	$0.00
75	D5 - Stainless Steel Polymer Fill Station	$4,600.00	$4,600.00	$0.00	$0.00	$4,600.00	100.0%	$0.00
	DIVISION 6 - WOOD AND PLASTICS							
	CENTRIFUGE BUILDING							
76	D6 - Wood Trusses & Sheathing	$69,500.00	$69,500.00	$0.00	$0.00	$69,500.00	100.0%	$0.00
77	D6 - Wood Framing & Interior Finishes	$53,700.00	$53,700.00	$0.00	$0.00	$53,700.00	100.0%	$0.00
78	D6 - FRP Grating & Ladders	$11,700.00	$11,700.00	$0.00	$0.00	$11,700.00	100.0%	$0.00
	ELECTRICAL SHELTER							
79	D6 - FRP Shelter Building	$48,600.00	$48,600.00	$0.00	$0.00	$48,600.00	100.0%	$0.00
	DIVISION 7 - THERMAL & MOISTURE PROTECTION							
	ELECTRICAL BLDG.							
80	D7 - SSR Roofing & Soffit	$105,900.00	$105,900.00	$0.00	$0.00	$105,900.00	100.0%	$0.00
	CENTRIFUGE BUILDING							
81	D7 - SSR Roofing & Soffit	$107,200.00	$107,200.00	$0.00	$0.00	$107,200.00	100.0%	$0.00
82	D7 - Corefill Insulation	$2,900.00	$2,900.00	$0.00	$0.00	$2,900.00	100.0%	$0.00
83	D7 - EIFS Outsulation	$39,300.00	$37,335.00	$0.00	$0.00	$37,335.00	95.0%	$1,965.00
	DIVISION 8 - DOORS & WINDOWS							
	ELECTRICAL BLDG.							
84	D8 - Hollow Metal Doors, Frames & Hardware	$25,500.00	$25,500.00	$0.00	$0.00	$25,500.00	100.0%	$0.00
	CENTRIFUGE BUILDING							
85	D8 - FRP Door & Window	$16,800.00	$16,800.00	$0.00	$0.00	$16,800.00	100.0%	$0.00

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Progress Estimate - Lump Sum Work

Contractor's Application

For (Contract):	CHARLES TOWN WASTEWATER TREATMENT PLANT IMPROVEMENTS PROJECT	Application Number:	27
Application Period:	12/01/24-12/31/24	Application Date:	12/31/2024

			Work Completed		E	F		G
A		B	C	D				
Schedule of Values Item No.	Description	Scheduled Value ($)	From Previous Application (C+D)	This Period	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F / B)	Balance to Finish (B - F)
86	D8 - Overhead Door (10'x12')	$16,200.00	$16,200.00	$0.00	$0.00	$16,200.00	100.0%	$0.00
87	D8 - Fixed Window	$3,800.00	$3,800.00	$0.00	$0.00	$3,800.00	100.0%	$0.00
	DIVISION 9 - FINISHES							
	ELECTRICAL BLDG.							
88	D9 - ACT Ceiling	$38,900.00	$38,900.00	$0.00	$0.00	$38,900.00	100.0%	$0.00
89	D9 - Paint Walls, Floors & Doors	$11,000.00	$7,700.00	$0.00	$0.00	$7,700.00	70.0%	$3,300.00
	CENTRIFUGE BUILDING							
90	D9 - Paint Walls, Floors & Doors	$31,000.00	$29,450.00	$1,550.00	$0.00	$31,000.00	100.0%	$0.00
91	D9 - Chemical Containment	$6,500.00	$6,500.00	$0.00	$0.00	$6,500.00	100.0%	$0.00
92	D9 - Piping	$5,700.00	$5,415.00	$0.00	$0.00	$5,415.00	95.0%	$285.00
	DIVISION 10 - SPECIALTIES							
93	D10 - Fire Extinguishers	$400.00				$0.00		$400.00
94	D10 - Project Signs	$6,700.00				$0.00		$6,700.00
	DIVISION 11 - EQUIPMENT							
	SITE							
95	D11 - Influent Pump Station - Submersible Pumps	$189,200.00	$189,200.00	$0.00	$0.00	$189,200.00	100.0%	$0.00
96	D11 - Plant Drain Pump Station Submersible Pumps	$89,400.00	$89,400.00	$0.00	$0.00	$89,400.00	100.0%	$0.00
	CENTRIFUGE BUILDING							
97	D11 - Centrifuge System	$619,200.00	$588,240.00	$0.00	$0.00	$588,240.00	95.0%	$30,960.00
98	D11 - Digester Sludge Pump	$30,000.00	$28,500.00	$0.00	$0.00	$28,500.00	95.0%	$1,500.00
99	D11 - Inline Grinder	$34,500.00	$32,775.00	$0.00	$0.00	$32,775.00	95.0%	$1,725.00
100	D11 - Polymer Feed System	$32,900.00	$31,255.00	$0.00	$0.00	$31,255.00	95.0%	$1,645.00
101	D11 - Polymer Bulk Tank	$7,800.00	$7,410.00	$0.00	$0.00	$7,410.00	95.0%	$390.00
	UV BUILDING							
102	D11 - UV System with Controls	$303,900.00	$303,900.00	$0.00	$0.00	$303,900.00	100.0%	$0.00
	HEADWORKS BUILDING							
103	D11 - Mechanical Bar Screen w/Controls	$159,000.00	$159,000.00	$0.00	$0.00	$159,000.00	100.0%	$0.00
104	D11 - Washer/Compactor w/Controls	$85,600.00	$85,600.00	$0.00	$0.00	$85,600.00	100.0%	$0.00
105	D11 - Grit Removal System w/Controls	$262,000.00	$262,000.00	$0.00	$0.00	$262,000.00	100.0%	$0.00
	EXISTING DIGESTER							
106	D11 - Digester Aeration & Mixing System w/Controls	$670,000.00	$636,500.00	$0.00	$0.00	$636,500.00	95.0%	$33,500.00
	EXISTING SBR TANKS							
107	D11 - MCP w/ PLC & Instrumentation	$274,800.00	$261,060.00	$0.00	$0.00	$261,060.00	95.0%	$13,740.00
	DIVISION 13 - SPECIAL CONSTRUCTION							
	SCADA / INTEGRATION							
108	D13 - SCADA, Control Panels, MCC, Field Instrumentation	$765,000.00	$751,938.00	$0.00	$0.00	$751,938.00	98.3%	$13,062.00
	DIVISION 14 - CONVEYING SYSTEMS							
	CENTRIFUGE BUILDING							

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Progress Estimate - Lump Sum Work

Contractor's Application

For (Contract):	CHARLES TOWN WASTEWATER TREATMENT PLANT IMPROVEMENTS PROJECT	Application Number:	27
Application Period:	12/01/24-12/31/24	Application Date:	12/31/2024

			Work Completed		E	F		G
A		B	C	D				
Schedule of Values Item No.	Description	Scheduled Value ($)	From Previous Application (C+D)	This Period	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F / B)	Balance to Finish (B - F)
109	D14 - Hoist & Monorail	$27,700.00	$27,700.00	$0.00	$0.00	$27,700.00	100.0%	$0.00
	HEADWORKS BUILDING							
110	D14 - Screw Conveyor	$70,200.00	$66,690.00	$0.00	$0.00	$66,690.00	95.0%	$3,510.00
	DIVISION 15 - MECHANICAL							
	PROCESS PIPING							
111	D15 - Influent PS - DI Pipe, Fittings, Valves & Sch 40 Stilling Well	$49,000.00	$49,000.00	$0.00	$0.00	$49,000.00	100.0%	$0.00
112	D15 - Effluent PS- Sch 40 Stilling Well	$3,900.00	$3,900.00	$0.00	$0.00	$3,900.00	100.0%	$0.00
113	D15 - Plant Drain PS - DI Pipe, Fittings, Valves & Sch 40 Stilling Well	$19,500.00	$19,500.00	$0.00	$0.00	$19,500.00	100.0%	$0.00
114	D15 - Plan Drain PS - New Top Slab w/Hatch & Vent Pipe	$5,000.00	$5,000.00	$0.00	$0.00	$5,000.00	100.0%	$0.00
115	D15 - Plant Drain PS - Portable Hoist w/Socket	$3,000.00	$3,000.00	$0.00	$0.00	$3,000.00	100.0%	$0.00
116	D15 - Electrical Bldg- 12" Lug Style BF Valve w/SS Flange Spool	$10,700.00				$0.00		$10,700.00
117	D15 - Centrifuge Bldg. - DI Pipe, Fittings & Valves	$86,800.00	$86,800.00	$0.00	$0.00	$86,800.00	100.0%	$0.00
118	D15 - Centrifuge Bldg. - Sch 80 PVC Polymer Feed System	$27,100.00	$27,100.00	$0.00	$0.00	$27,100.00	100.0%	$0.00
119	D15 - Sludge Transfer Pump Bldg - DI Pipe, Fittings & Valves	$5,700.00	$5,700.00	$0.00	$0.00	$5,700.00	100.0%	$0.00
120	D15 - Headworks Bldg. - DI Pipe, Fittings & Valves	$47,200.00	$47,200.00	$0.00	$0.00	$47,200.00	100.0%	$0.00
121	D15 - Headworks Bldg. - Sch 80 PVC Drains	$9,000.00	$9,000.00	$0.00	$0.00	$9,000.00	100.0%	$0.00
122	D15 - Ex. Digester Bldg. Mixing Sys. Air Comp. Room - 2" SS Air Pipe	$11,600.00	$11,600.00	$0.00	$0.00	$11,600.00	100.0%	$0.00
123	D15 - Ex. Digester Bldg. Mixing Sys. Air Comp. Room - 2" Sch 40 PV	$3,200.00	$3,200.00	$0.00	$0.00	$3,200.00	100.0%	$0.00
124	D15 - Ex. Digester Tank - 6" DI Pipe & Fittings w/Elec. Actuated T-Va	$43,000.00	$43,000.00	$0.00	$0.00	$43,000.00	100.0%	$0.00
125	D15 - Ex. Digester Tank - 10" SS Pipe & Valve Air Supply Line to Mar	$19,500.00	$19,500.00	$0.00	$0.00	$19,500.00	100.0%	$0.00
126	D15 - Ex. Digester Tank - Pipe Penetrations to Tank by Mack Ind.	$15,700.00	$15,700.00	$0.00	$0.00	$15,700.00	100.0%	$0.00
127	D15 - Digester Blower Pad - 10" & 8" SS Pipe, Fittings & Valves	$15,800.00	$15,800.00	$0.00	$0.00	$15,800.00	100.0%	$0.00
128	D15 - SBR Tanks - Install Process Sensors & Instrumentation	$12,000.00	$10,800.00	$1,200.00	$0.00	$12,000.00	100.0%	$0.00
	PLUMBING							
129	D15 - Headworks Bldg. - Sch 80 PVC Water Pipe, Fittings, Valves, BF	$35,800.00	$35,800.00	$0.00	$0.00	$35,800.00	100.0%	$0.00
130	D15 - Centrifuge Bldg. - Sch 80 PVC Water Pipe, Fittings, Valves, BFF	$46,200.00	$46,200.00	$0.00	$0.00	$46,200.00	100.0%	$0.00
131	D15 - Centrifuge Bldg. - Sch 80 PVC Drain Pipe, Fittings, Floor Drains	$16,700.00	$16,700.00	$0.00	$0.00	$16,700.00	100.0%	$0.00
132	D15 - Centrifuge Bldg. - Plumbing Fixtures & Eyewash/Shower	$32,800.00	$32,800.00	$0.00	$0.00	$32,800.00	100.0%	$0.00
	HVAC							
133	D15 - Electrical Bldg. - Split System HVAC Unit	$22,600.00	$22,600.00	$0.00	$0.00	$22,600.00	100.0%	$0.00
134	D15 - Centrifuge Bldg. - Exhaust Fans, Louvers, Unit Heaters	$29,900.00	$29,900.00	$0.00	$0.00	$29,900.00	100.0%	$0.00
	DIVISION 16 - ELECTRICAL							
	ELECTRICAL WORK BY S&S ELECTRIC							
135	D16 - Electrical Demolition	$163,500.00	$160,230.00	$3,270.00	$0.00	$163,500.00	100.0%	$0.00
136	D16 - Lighting - Material	$11,300.00	$11,300.00	$0.00	$0.00	$11,300.00	100.0%	$0.00
137	D16 - Lighting - Labor	$8,900.00	$8,900.00	$0.00	$0.00	$8,900.00	100.0%	$0.00
138	D16 - Gear - Material	$278,300.00	$278,300.00	$0.00	$0.00	$278,300.00	100.0%	$0.00
139	D16 - Gear - Labor	$60,900.00	$60,900.00	$0.00	$0.00	$60,900.00	100.0%	$0.00

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Progress Estimate - Lump Sum Work

Contractor's Application

For (Contract):	CHARLES TOWN WASTEWATER TREATMENT PLANT IMPROVEMENTS PROJECT	Application Number:	27
Application Period:	12/01/24-12/31/24	Application Date:	12/31/2024

			Work Completed		E	F		G
A		B	C	D				
Schedule of Values Item No.	Description	Scheduled Value ($)	From Previous Application (C+D)	This Period	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F / B)	Balance to Finish (B - F)
140	D16 - Emergency Generator - Material	$382,500.00	$382,500.00	$0.00	$0.00	$382,500.00	100.0%	$0.00
141	D16 - Emergency Generator - Labor	$22,700.00	$22,700.00	$0.00	$0.00	$22,700.00	100.0%	$0.00
142	D16 - Devices - Material	$5,600.00	$5,600.00	$0.00	$0.00	$5,600.00	100.0%	$0.00
143	D16 - Devices - Labor	$7,300.00	$7,300.00	$0.00	$0.00	$7,300.00	100.0%	$0.00
144	D16 - Boxes/Troughs - Material	$101,900.00	$101,900.00	$0.00	$0.00	$101,900.00	100.0%	$0.00
145	D16 - Boxes/Troughs - Labor	$59,900.00	$59,900.00	$0.00	$0.00	$59,900.00	100.0%	$0.00
146	D16 - SCADA Equipment Install - Labor	$25,800.00	$24,510.00	$1,290.00	$0.00	$25,800.00	100.0%	$0.00
147	D16 - Conduit - Material	$380,500.00	$380,500.00	$0.00	$0.00	$380,500.00	100.0%	$0.00
148	D16 - Conduit - Labor	$634,000.00	$634,000.00	$0.00	$0.00	$634,000.00	100.0%	$0.00
149	D16 - Cable - Material	$487,600.00	$487,600.00	$0.00	$0.00	$487,600.00	100.0%	$0.00
150	D16 - Cable - Labor	$358,000.00	$358,000.00	$0.00	$0.00	$358,000.00	100.0%	$0.00
151	D16 - Grounding - Material	$12,000.00	$12,000.00	$0.00	$0.00	$12,000.00	100.0%	$0.00
152	D16 - Grounding - Labor	$20,700.00	$20,700.00	$0.00	$0.00	$20,700.00	100.0%	$0.00
153	D16 - Temporary Electric	$53,500.00	$51,895.00	$1,605.00	$0.00	$53,500.00	100.0%	$0.00
	BID ALTERNATE A - INFLUENT METERING VAULT							
154	Bonds & Insurance	$2,800.00	$2,800.00	$0.00	$0.00	$2,800.00	100.0%	$0.00
155	Demolition	$14,000.00	$14,000.00	$0.00	$0.00	$14,000.00	100.0%	$0.00
156	Excavation & Backfill	$7,600.00	$7,600.00	$0.00	$0.00	$7,600.00	100.0%	$0.00
157	Precast Concrete Vault	$23,000.00	$23,000.00	$0.00	$0.00	$23,000.00	100.0%	$0.00
158	Piping, Fittings, Valves & Supports	$45,000.00	$45,000.00	$0.00	$0.00	$45,000.00	100.0%	$0.00
159	16" Mag Meter	$14,600.00	$14,600.00	$0.00	$0.00	$14,600.00	100.0%	$0.00
160	Electrical Material	$16,000.00	$16,000.00	$0.00	$0.00	$16,000.00	100.0%	$0.00
161	Electrical Labor	$29,000.00	$29,000.00	$0.00	$0.00	$29,000.00	100.0%	$0.00
	BID ALTERNATE B - WAS METERING VAULT							
162	Bonds & Insurance	$4,400.00	$4,400.00	$0.00	$0.00	$4,400.00	100.0%	$0.00
163	Demolition	$14,700.00	$14,700.00	$0.00	$0.00	$14,700.00	100.0%	$0.00
164	Excavation & Backfill	$10,200.00	$8,670.00	$1,530.00	$0.00	$10,200.00	100.0%	$0.00
165	Precast Concrete Vault	$21,000.00	$21,000.00	$0.00	$0.00	$21,000.00	100.0%	$0.00
166	Piping, Fittings, Valves & Supports	$65,600.00	$65,600.00	$0.00	$0.00	$65,600.00	100.0%	$0.00
167	Flow Meters	$17,100.00	$15,390.00	$1,710.00	$0.00	$17,100.00	100.0%	$0.00
168	Misc. Metals	$23,000.00	$16,100.00	$0.00	$0.00	$16,100.00	70.0%	$6,900.00
169	Electrical Material	$33,000.00	$33,000.00	$0.00	$0.00	$33,000.00	100.0%	$0.00
170	Electrical Labor	$46,000.00	$41,400.00	$4,600.00	$0.00	$46,000.00	100.0%	$0.00
	CHANGE ORDER #1							
171	CHANGE ORDER #1	$498,183.42	$498,183.42	$0.00	$0.00	$498,183.42	100.0%	$0.00
172	CHANGE ORDER #2	$41,179.57	$41,179.57	$0.00	$0.00	$41,179.57	100.0%	$0.00
173	CHANGE ORDER #3	$90,351.00	$90,351.00	$0.00	$0.00	$90,351.00	100.0%	$0.00
174	CHANGE ORDER #4	$76,494.00	$73,544.24	$0.00	$0.00	$73,544.24	96.1%	$2,949.76

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Progress Estimate - Lump Sum Work

Contractor's Application

For (Contract):	CHARLES TOWN WASTEWATER TREATMENT PLANT IMPROVEMENTS PROJECT	Application Number:	27
Application Period:	12/01/24-12/31/24	Application Date:	12/31/2024

			Work Completed		E	F		G
A		B	C	D				
Schedule of Values Item No.	Description	Scheduled Value ($)	From Previous Application (C+D)	This Period	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F / B)	Balance to Finish (B - F)
175	CHANGE ORDER #5	$27,066.00				$0.00		$27,066.00
176	CHANGE ORDER #6	$23,071.00				$0.00		$23,071.00
	SubTotal	**$10,907,344.99**	**$10,529,105.23**	**$33,781.00**	**$0.00**	**$10,562,886.23**	**96.8%**	**$344,458.76**

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Stored Material Summary

Contractor's Application

For (Contract):	CHARLES TOWN WASTEWATER TREATMENT PLANT IMPROVEMENTS PROJECT							Application Number:	27		
Application Period:	12/01/24-12/31/24							Application Date:	12/31/2024		
A		B	C		D		E		F		G
					Stored Previously				Incorporated in Work		
Bid Item No.	Supplier Invoice No.	Submittal No. (with Specification Section	Storage Location	Description of Materials or Equipment Stored	Date Placed into Storage (Month/Year)	Amount ($)	Amount Stored this Month ($)	Subtotal Amount Completed and Stored to Date (D + E)	Date (Month/ Year)	Amount ($)	Materials Remaining in Storage ($) (D + E - F)
34, 37, 42, 158, 166	S100204638.001		Inwood shop	CITCO Water - Piping, Valves, Fittings for Yard Piping & Bid Alternates	1/2023	$16,302.08		$16,302.08	8/2024	$16,302.08	
111, 113, 117, 119, 158, 166	S100198279.001		Inwood shop	CITCO Water - Piping, Valves, Fittings for Mechanical Piping & Bid Alternates	1/2023	$33,962.32		$33,962.32	12/2023	$33,962.32	
136	3624349		onsite	Scott Electric - lighting	1/2023	$3,299.00		$3,299.00	3/2023	$3,299.00	
42	S100204638.002		Inwood shop	CITCO Water - Piping, Valves, Fittings for Yard Piping	1/2023	$5,281.95		$5,281.95	9/2023	$5,281.95	
158	S100198279.002		Inwood shop	CITCO Water - Piping, Valves, Fittings for Bid Alternate A	1/2023	$7,075.75		$7,075.75	10/2023	$7,075.75	
138	S6606924.005, S6606924.003		onsite	Schaedler yesco electrical material for gear	2/2023	$2,481.00		$2,481.00	3/2023	$2,481.00	
13	21073974		Inwood shop	ISCO Industries Piping for Bypass pump	2/2023	$6,795.23		$6,795.23	3/2023	$6,795.23	
43	S100207506.001		Inwood shop	CITCO Water - Nyloplast Drain Basins	2/2023	$14,097.00		$14,097.00	4/2023	$14,097.00	
171	483242		Inwood shop	Skyline Steel - H-Piles	3/2023	$62,060.00		$62,060.00	4/2023	$62,060.00	
106	6183.03-.05		Inwood shop	Enviromix, Inc. - Digester Aeration & Mixing Sys w/Controls	3/2023	$259,425.00		$259,425.00	9/2023	$259,425.00	
157,165	MIVC0029470		Inwood shop	Mack Industries - PS Meter Vault, WAS Valve Vault	4/2023	$33,815.00		$33,815.00	12/2023	$33,815.00	
102	902090889		Inwood shop	Veolia UV System	4/2023	$237,600.00		$237,600.00	10/2023	$237,600.00	
117	S100211394.001		Inwood shop	CITCO Water - Process Piping for Centrifuge Bldg	4/2023	$5,774.80		$5,774.80	12/2023	$5,774.80	
117	S100209868.002		Inwood shop	CITCO Water - Process Piping for Centrifuge Bldg	4/2023	$4,582.50		$4,582.50	12/2023	$4,582.50	
117	S100198279.004		Inwood shop	CITCO Water - Process Piping for Centrifuge Bldg	4/2023	$3,386.75		$3,386.75	12/2023	$3,386.75	
111,120	S100209822.004		Inwood shop	CITCO Water - Process Piping for HW Bldg & Inf PS	4/2023	$11,549.36		$11,549.36	9/2024	$11,549.36	
33	S100213814.001		Inwood shop	CITCO Water - Yard Piping for Water Svc to Centrifuge Bldg	4/2023	$5,871.20		$5,871.20	8/2023	$5,871.20	
158	S100211150.003		Inwood shop	CITCO Water - Piping for Bid Alternate A - Inf. Metering Vault	4/2023	$5,581.64		$5,581.64	9/2023	$5,581.64	
105	9865-1, 9865-2		Inwood shop	Envirodyne Systems Inc. - Grit Removal System	4/2023	$70,462.00		$70,462.00	7/2023	$70,462.00	
13	0134274-IN		Inwood shop	Precision Pump & Valve - Pumps for bypass	4/2023	$32,204.00		$32,204.00	5/2023	$32,204.00	
103,104	93254		Inwood shop	Zima Corporation - Bar Screen, Washer/Compactor	4/2023	$165,750.30		$165,750.30	7/2023	$165,750.30	
108	220802-1		Inwood shop	Micro-Tech Designs, Inc. - SCADA equipment	4/2023	$36,698.00		$36,698.00	10/2024	$36,698.00	
106	6183.06		Inwood shop	Enviromix, Inc. - Diffusers, Aeration piping, pipes/supports	5/2023	$77,827.50		$77,827.50	9/2023	$77,827.50	
125,127	683		Inwood shop	B.A. Martin Welding - SS Piping for Digester	5/2023	$18,779.95		$18,779.95	10/2023	$18,779.95	
71-75	1457		Inwood shop	Southern Steel Products Company - Misc. Metals for Cent. Bldg	5/2023	$38,450.00		$38,450.00	2/2024	$38,450.00	
95-96	9261		Inwood shop	Pumpman Pittsburgh - Submersible Pumps	5/2023	$200,809.00		$200,809.00	10/2024	$200,809.00	
105	9865-3		Inwood shop	Envirodyne Systems Inc. - Grit Removal System	6/2023	$134,158.00		$134,158.00	8/2023	$134,158.00	
166	S100198279.005		Inwood shop	CITCO Water - Plug valves	7/2023	$26,796.00		$26,796.00	12/2023	$26,796.00	
106	6183.07		Inwood shop	Enviromix, Inc. - Digester Blowers	7/2023	$181,597.50		$181,597.50	10/2023	$181,597.50	
97	PSI-31936		Inwood shop	Centrisys - Centrifuge System	9/2023	$499,840.00		$499,840.00	1/2024	$499,840.00	
108	220802-2		Inwood shop	Micro-Tech Designs, Inc. - Controls and Instrumentation	9/2023	$14,087.00		$14,087.00	10/2024	$14,087.00	
134	111977-00		Inwood shop	Aircon Engineering - Unit Heaters, Louvers, Split System	9/2023	$26,918.00		$26,918.00	3/2024	$26,918.00	
83	1327		Inwood shop	Kephart Plaster and Stone - EIFS Outsulation	11/2023	$13,000.00		$13,000.00	12/2023	$13,000.00	
78	10033728		Inwood shop	Fibergrate Composite Structures - FRP Ladder	11/2023	$2,975.00		$2,975.00	2/2024	$2,975.00	
166	S100234535.004		Inwood shop	CITCO Water - DI Piping	11/2023	$8,800.61		$8,800.61	12/2023	$8,800.61	
108	220802-3, 4		onsite	Micro-Tech Designs-Float Control Panels, Eff./Drain Pumps	2/2024	$29,479.00		$29,479.00	10/2024	$29,479.00	
108	220802-5		onsite	Micro-Tech Designs - Influent Pump VFD	5/2024	$105,434.00		$105,434.00	10/2024	$105,434.00	
108	220802-6		onsite	Micro-Tech Designs - MCC Panels	5/2024	$413,240.00		$413,240.00	10/2024	$413,240.00	

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Stored Material Summary

Contractor's Application

For (Contract): CHARLES TOWN WASTEWATER TREATMENT PLANT IMPROVEMENTS PROJECT								Application Number: 27			
Application Period: 12/01/24-12/31/24								Application Date: 12/31/2024			
A		B	C		D		E		F		G
					Stored Previously				Incorporated in Work		
Bid Item No.	Supplier Invoice No.	Submittal No. (with Specification Section	Storage Location	Description of Materials or Equipment Stored	Date Placed into Storage (Month/Year)	Amount ($)	Amount Stored this Month ($)	Subtotal Amount Completed and Stored to Date (D + E)	Date (Month/ Year)	Amount ($)	Materials Remaining in Storage ($) (D + E - F)
174	386790		MSJ site	Waldron of Maryland, Inc. - Exp. Proof Heaters	8/2024	$19,998.00		$19,998.00	10/2024	$19,998.00	
				Totals		**$2,836,244.44**		**$2,836,244.44**		**$2,836,244.44**	

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Date: January 8, 2025

Charles Town Utility Board
2022 Renewal and Replacement Project
Schedule B

A. COST OF PROJECT	APPROVED CONSTRUCTION BUDGET	Paid by CTUB from Operating Account 10/17/2024-12/18/2024	Resolution No. 20 Contractor's Application for Payment No. 20	Resolution No. 21 Contractor's Application for Payment No. 21	Resolution No. 22 Contractor's Application for Payment No. 22	Resolution No. 23 Contractor's Application for Payment No. 23	Resolution No. 24 Contractor's Application for Payment No. 24	Resolution No. 25 Contractor's Application for Payment No. 25	Resolution No. 26 Contractor's Application for Payment No. 26	Resolution No. 27 Contractor's Application for Payment No. 27	BALANCE REMAINING
1 **CONSTRUCTION**											
a. Contract	$ 10,151,000.00		$ 823,882.75	$ 439,198.81	$ 240,041.05	$ 555,426.85	$ 122,475.27	$ 294,937.06	$ 91,137.06	$ 33,105.38	$ 502,629.72
b. Construction Contingency 5% - (See note #2, 5, 6, 7, 8, 9 and 10 below	$ 197,438.15										$ 197,438.15
c. Change Order #1 (See note #1 below)	$ 498,183.42										$ -
d. Change Order #2	$ 41,179.57										$ -
e. Change Order #3	$ 90,351.00				$ 3,614.04	$ 5,421.06	$ 2,710.63				$ -
f. Change Order #4	$ 76,494.00			$ 18,359.00		$ 3,059.76	$ 32,127.48	$ 19,998.00	$ -		$ 2,949.76
g. Change Order #5	$ 27,066.00										$ 27,066.00
h. Change Order #6	$ 23,071.00										$ 23,071.00
i. Change Order #7	$ 16,950.28										$ 16,950.28
2 **ENGINEERING SERVICES**											
GDF Engineering fees (including CA and RPR)	$ 760,000.00	$ 19,866.89									$ 10,823.18
Additional RPR inspection (Amendment #2 & #3)	$ 160,000.00	$ 10,000.14									$ 16,487.12
Initial GDF R&R Report	$ 40,082.50										$ -
3 **LEGAL SERVICES**											
a. Local Project Attorney	$ 20,000.00										$ 14,244.00
4 **ADMINISTRATIVE SERVICES**											
a. Project Accountant (CPA)	$ 20,000.00										$ 9,112.50
b. Other Administrative Costs	$ 10,000.00										$ 3,151.74
5 **Total Project Costs Lines 1-6**	**$ 12,131,815.92**	**$ 29,867.03**	**$ 823,882.75**	**$ 457,557.81**	**$ 243,655.09**	**$ 563,907.67**	**$ 157,313.38**	**$ 314,935.06**	**$ 91,137.06**	**$ 33,105.38**	**$ 823,923.45**
B. SOURCES OF FUNDS	**APPROVED PROJECT FUNDING**										
1 PROJECT FUNDS											
Internal Funds & EEG Grant											
a. Capacity Improvement Fees	$ 1,170,163.00					$ (310,424.21)	$ (157,313.38)	$ (314,935.06)	$ (91,137.06)	$ (33,105.38)	$ 263,247.91
b. Renewal & Replacement (See note #3 & #4 below)	$ 500,000.00										$ 1,816.58
c. Operating Cash	$ 1,515,122.92	$ (29,867.03)									$ 558,858.96
d. EEG Grant Funds	$ 1,966,030.00		$ (823,882.75)	$ (134,926.20)							$ -
Total Internal Funds & EEG Grant Funds	**$ 5,151,315.92**										**$ 823,923.45**
Bond Proceeds											
e. 2022B & 2022C Construction Fund Account	**$ 6,980,500.00**		$ -	$ (322,631.61)	$ (243,655.09)	$ (253,483.46)					$ -
Total Funds Available	**$ 12,131,815.92**	**$ (29,867.03)**	**$ (823,882.75)**	**$ (457,557.81)**	**$ (243,655.09)**	**$ (563,907.67)**	**$ (157,313.38)**	**$ (314,935.06)**	**$ (91,137.06)**	**$ (33,105.38)**	**$ 823,923.45**

Note #1 - March 1, 2023 this line item was increased to include the full amount of Change Order #1. Internal funds that were previously allocated for the Collection System project will be dedicated to this Change Order. This will require an increase of the requested funds from CWSRF for the Collection System Project.
Note #2 - March 8, 2023 this line item was decreased by $41,179.57 to include the full amount of Change Order #2.
Note #3 - Pay App #7 in the amount of $1,068,229.84 includes $298,910 from Change Order #1. $769,319.84 will be paid from the 2022B and $298,910 will be paid from the Renewal & Replacement Account.
Note #4 - Pay App #8 in the amount of $872,756.88 includes the remaining balance of $199,273.42 from Change Order #1. $673,483.46 will be paid from the 2022B and $199,273.42 will be paid from the Renewal & Replacement Account.
Note #5 - August 23, 2023 this line item was decreased by $90,351 to include the full amount of Change Order #3.
Note #6 - June 26, 2024 this line item was decreased by $76,494 to include the full amount of Change Order #4.
Note #7 - July 24, 2024 this line item was decreased by $35,000 to include a portion of Amendment No. 3 for additional RPR services. The additional RPR line budget item included $25,000 above budget, remaining $35,000 was reduced from contingency.
Note #8 - September 11, 2024 this line item was decreased by $27,066 to include the full amount of Change Order #5.
Note #9 - November 13, 2024 this line item was decreased by $23,071 to include the full amount of Change Order #6.
Note #10 - December 11, 2024 this line item was decreased by $16,950.28 to include the full amount of Change Order #7.

CHARLES TOWN UTILITY BOARD

Wednesday, January 8, 2025

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

2022 Sewer Collection System Project - Resolution No. 3 - CIF Payment #2

Attachments:

Resolution No. 3.pdf

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

RESOLUTION NO. 3
REQUEST FOR PAYMENT #3
CIF PAYMENT #2

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the Charles Town Utility Board that the payment of the invoices as summarized below are hereby authorized and directed:

Vendor	CWSRF	Capacity Improvement Fee (CIF) Fund	Total Approved for Payment
Kay, Casto, & Chaney	$0	$487.50	$487.50
GD&F Engineers	$0	$3,478.44	$3,478.44
Rummel, Klepper, & Kahl	$0	$7,785.91	$7,785.91
Total	**$0**	**$11,751.85**	**$11,751.85**

ADOPTED BY the City of Charles Town Utility Board, at the meeting held on the 8th day of January, 2025.

By: _____
John Nissel, Chairman

Date: January 8, 2025

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

A. COST OF PROJECT	APPROVED CONSTRUCTION BUDGET	Paid from CTUB Internal CIF Funds (Prior to Closing)	Resolution No. 1 Request for Payment (RFP) # 1 CWSRF # 1	Resolution No. 2 Request for Payment (RFP) # 2 CIF # 1	Resolution No. 3 Request for Payment (RFP) # 3 CIF # 2	BALANCE REMAINING
1 **CONSTRUCTION**						
a. Contract	$ 6,074,000.00	$ -	$ -	$ -	$ -	$ 6,074,000.00
2 **CONSTRUCTION CONTINGENCY**						
a. Construction Contingency - (See note #1)	$ 303,684.00	$ -	$ -	$ -	$ -	$ 303,684.00
3 **LEGAL SERVICES**						
a. Project Attorney	$ 140,000.00	$ 137,264.09	$ -	$ 812.50	$ 487.50	$ 1,435.91
4 **ACCOUNTING SERVICES**						
a. Project Account - CPA	$ 30,000.00	$ 18,262.50	$ -	$ 3,950.00	$ -	$ 7,787.50
5 **ENGINEERING SERVICES**						
a. RK&K Engineering fees	$ 596,090.00	$ 565,565.83	$ -	$ 10,166.61	$ 7,785.91	$ 12,571.65
b. GDF Engineering (Construction Admin & RPR)	$ 300,000.00	$ -	$ -	$ 1,325.80	$ 3,478.44	$ 295,195.76
6 **ADMINISTRATIVE SERVICES**						
a. Other Administrative Costs	$ 10,000.00	$ 5,377.14	$ -	$ -	$ -	$ 4,622.86
7 **LANDS/EASEMENTS**						
a. Easements	$ 50,600.00	$ 47,325.00	$ -	$ -	$ -	$ 3,275.00
b. R/W Agent - (See note #2)	$ 100,690.72	$ 100,690.72	$ -	$ -	$ -	$ -
c. Permits - (See note #2)	$ 6,859.28	$ 1,000.00	$ -	$ -	$ -	$ 5,859.28
d. Plats - (See note #2)	$ 12,970.00	$ 10,828.00	$ -	$ 1,071.00	$ -	$ 1,071.00
8 Sub Total Line 1-7	**$ 7,624,894.00**	**$ 886,313.28**	**$ -**	**$ 17,325.91**	**$ 11,751.85**	**$ 6,709,502.96**
B. COST OF FINANCING						
9 Registrar Fees	$ 650.00	$ -	$ 650.00	$ -	$ -	$ -
10 Bond Counsel (S&J)	$ 40,000.00	$ -	$ 40,000.00	$ -	$ -	$ -
11 Sub Total of Financing - Line 9-10	**$ 40,650.00**	**$ -**	**$ 40,650.00**	**$ -**	**$ -**	**$ -**
12 Total Project Costs Line 8 + Line 11	**$ 7,665,544.00**	**$ 886,313.28**	**$ 40,650.00**	**$ 17,325.91**	**$ 11,751.85**	**$ 6,709,502.96**

B. SOURCES OF FUNDS	APPROVED PROJECT FUNDING	Paid from CTUB Internal CIF Funds (Prior to Closing)	Request for Payment (RFP) # 1 CWSRF # 1	Request for Payment (RFP) # 2 CIF # 1	Request for Payment (RFP) # 3 CIF # 2	BALANCE REMAINING
1 INTERNAL FUNDS						
a. Capacity Improvement Fees	$ 3,027,560.00	$ (886,313.28)	$ -	$ (17,325.91)	$ (11,751.85)	$ 2,112,168.96
1 Subtotal Internal Funds	**$ 3,027,560.00**	**$ (886,313.28)**	**$ -**	**$ (17,325.91)**	**$ (11,751.85)**	**$ 2,112,168.96**
2 GRANT FUNDS						
a. State Grant (EEGF)	$ 1,077,000.00	$ -	$ -	$ -	$ -	$ 1,077,000.00
b. Federal Grant (CWSRF) - "Green Grant"	$ 500,000.00	$ -	$ -	$ -	$ -	$ 500,000.00
2 Subtotal Grant Funds	**$ 1,577,000.00**	**$ -**	**$ -**	**$ -**		**$ 1,577,000.00**
3 BOND ISSUE						
a. CWSRF Loan (1%, 40 Year)	$ 2,844,984.00	$ -	$ (40,650.00)	$ -	$ -	$ 2,804,334.00
b. CWSRF Loan (3%, 20 Year)	$ 216,000.00	$ -	$ -	$ -	$ -	$ 216,000.00
3 Subtotal Bond Issue	**$ 3,060,984.00**	**$ -**	**$ (40,650.00)**	**$ -**		**$ 3,020,334.00**
4 Total Sources of Funds Line 1-3	**$ 7,665,544.00**	**$ (886,313.28)**	**$ (40,650.00)**	**$ (17,325.91)**	**$ (11,751.85)**	**$ 6,709,502.96**

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

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

CHARLES TOWN UTILITY BOARD

Wednesday, January 8, 2025

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

2022 Sewer Collection System Project - Business and Occupation Tax Waiver Request

Attachments:

B&O Tax Breakdown by City 12.18.24.pdf



BIDDING PLANS

RK&K P: 304.788.3370 159 Plaza Drive | Keyser, WV 26726 Engineers | Construction Managers | Planners | Scientists www.rkk.com Responsive People | Creative Solutions	PROJECT NO. 19339.019 DATE August 29, 2024 DESIGNED RAD DRAWN RAS CHECKED JWC	REVISIONS	CHARLES TOWN UTILITY BOARD 661 S. GEORGE ST. CHARLES TOWN, WV 25414	2022 COLLECTION SYSTEM PROJECT	INDEX SHEET	SHEET NO. 4 OF 110 DRAWING NO. G-4

CHARLES TOWN UTILITY BOARD

Wednesday, January 8, 2025

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

Water and Wastewater Capacity Improvement Fee Study - Gannett Fleming Proposal

Attachments:

Gannett Proposal.pdf

Gannett Fleming
Valuation and Rate Consultants, LLC

Corporate Headquarters
207 Senate Avenue
Camp Hill, PA 17011
P 717.763.7211 | **F** 717.763.8150

gannettfleming.com

November 20, 2024

Via email to kstolipher@ctubwv.com

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

Dear Kristen:

Letter of Engagement to Perform
Water and Wastewater Capacity Improvement Fee Studies

Thank you for the opportunity for Gannett Fleming Valuation and Rate Consultants, LLC (Gannett Fleming) to conduct Capacity Improvement Fee Studies for the Charles Town Utility Board (CTUB) to determine the appropriate level of rates and charges for its water and wastewater systems.

A Capacity Improvement Fee is implemented by a utility to assure that new customers who connect to the water or wastewater system pay for their share of the costs of the water distribution, wastewater collection, and water and wastewater treatment facilities required to service them. Currently, CTUB's Capacity Improvement Fee structures are based on the type of non-residential customer or type of residential dwelling unit and its ratio to one residential usage equivalent to determine the appropriate charges to each new customer connecting to the system. Gannett Fleming will review these fee schedules to possibly consolidate or expand the fee structures by type of residential or non-residential unit, with input from CTUB staff.

To establish the charges, our first step will be to determine the original cost and vintage of all CTUB's capacity-related (water and wastewater treatment), distribution-related and collection-related facilities. We will then apply cost indexes to the original cost by year installed to determine the current cost of these facilities. The amount of outstanding debt and grants associated with these facilities will then be deducted from

the total current cost of the facilities to determine the Capacity Improvement Fee per one residential usage equivalent. We will then calculate the unit cost of capacity utilizing the total capacity of the system and the net total current costs of the CTUB facilities. The results of the studies will be summarized in a written report and presented to the CTUB as appropriate.

Gannett Fleming proposes to complete the foregoing scope of services on an hourly basis based on billing rates for our personnel in effect at the time services are rendered, plus reimbursement of direct expenses. Rates are subject to review and possible revision effective January 1, 2025. The time to complete studies of this nature can vary depending on the availability of basic data and the assistance provided by client personnel. Based on our experience conducting similar assignments, we estimate our fee to conduct the studies is $25,000. This cost estimate excludes any services rendered subsequent to the completion of the studies, such as the time required to respond to parties under adverse intervention.

If the foregoing proposal and attached Terms and Conditions are acceptable, please have it executed below by an authorized official of the Charles Town Utility Board and email a copy to Cheryl Rutter, our Administrative Manager, at crutter@gfnet.com with a copy to Greg Herbert at gherbert@gfnet.com.

Thank you for the opportunity to submit this proposal for your consideration. Please reach out to Greg at gherbert@gfnet.com or 610-783-3786, if you have any questions or comments.

Very truly yours,

GANNETT FLEMING VALUATION
AND RATE CONSULTANTS, LLC

JOHN J. SPANOS
President

GREGORY R. HERBERT
Assistant Project Manager, Rate Studies

The Charles Town Utility Board accepts the foregoing Proposal and authorizes Gannett Fleming Valuation and Rate Consultants, LLC to proceed with the Water and Wastewater Capacity Improvement Fee Studies.

ACCEPTED BY:

(Signature)	(Printed Name)
(Title)	(Date)

STANDARD TERMS & CONDITIONS

This schedule describes Gannett Fleming's Standard Terms and Conditions for professional services. Proposal cost estimates are valid for 30 days from the date of the proposal, unless an alternate period is specified therein. Acceptance of a proposal by the Client constitutes a valid and binding contract subject to the following terms and conditions.

1. AGREEMENT DOCUMENTS

This Agreement, including the written proposal and any attachments thereto, is the complete agreement between the Client and Gannett Fleming. No other document shall be part of this Agreement unless specifically agreed to by the Client and Gannett Fleming in writing.

2. STANDARD OF CARE

All services will be provided in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently providing the same or similar services under similar circumstances and in accordance with applicable standards in effect at the time services are provided. All estimates, recommendations, opinions, and decisions of Gannett Fleming will be made upon the basis of the information available to Gannett Fleming and Gannett Fleming's experience, technical qualifications, and professional judgment. OTHER THAN AS EXPRESSLY AGREED, GANNETT FLEMING PROVIDES NO WARRANTY, EITHER EXPRESS OR IMPLIED, OR GUARANTEES REGARDING THE OUTCOME OF ITS SERVICES.

3. CLIENT RESPONSIBILITIES

By virtue of entering into this Agreement and providing the described services, Gannett Fleming does not assume responsibility for any conditions at the Client's site(s) that may present a danger, either potential or real, to health, safety, or the environment. Moreover, the Client hereby agrees that it is the Client's responsibility to notify any and all appropriate federal, state, or local authorities, as required by law, of the existence of any such potential or real danger and otherwise to disclose to all appropriate or affected individuals or entities, in a timely manner, any information that may be necessary to prevent any danger to health, safety, or the environment.

4. PAYMENT TERMS

Invoices will be rendered to the on a monthly basis. Invoices are due and payable upon receipt. Any questions regarding the invoiced terms or amounts shall be addressed to Gannett Fleming within 30 days of the date of the invoice. Otherwise, the invoice shall be considered correct, payable, and not disputed by the Client. If the invoice is not paid in full within 30 days after the date of the invoice, the Client further agrees to pay interest of 1% per month (compounded) from the date of invoice on the unpaid balance until the invoice is paid in full. If Gannett Fleming retains a collection agency or attorney to collect receivables due more than 30 days, the Client agrees to pay the fees imposed by such collection agency or attorney, as well any other costs of collection.

5. INDEMNIFICATION

The Client shall indemnify, defend, and hold harmless Gannett Fleming, its affiliates, independent professional associates, consultants, and employees from and against all claims, damages, losses, and expenses, including, but not limited to, fees and charges of attorneys and court and arbitration costs arising out of or resulting from the project, or claims against Gannett Fleming arising from the work of others, unless the claims, damages, losses, or expenses result from the proven negligence of Gannett Fleming.

This indemnification shall not be limited in amount or type of damages, compensation or benefits payable under workers' compensation acts, disability benefit acts, or other employee benefit acts.

6. ALLOCATION OF RISK

The Client hereby agrees, to the fullest extent permitted by law, that the allocation of risk for Gannett Fleming's total liability to the Client for any and all injuries, claims, losses, expenses, or damages whatsoever, arising out of or in any way related to Gannett Fleming's services under this Agreement, including, but not limited to negligence, errors, omissions, strict liability, breach of contract, or breach of warranty, shall not exceed the amount of Gannett Fleming's fees or $50,000, whichever is less.

7. INSURANCE

During the entire service period covered by this Agreement, Gannett Fleming will procure and maintain the following insurance coverages:

(A) Workers' Compensation and Employers Liability Coverage - Statutory Limits
(B) Commercial General Liability including Contractual Liability - $2,000,000 Combined Single Limit.
(C) Commercial Automobile Liability - $2,000,000 Combined Single Limit.
(D) Professional Liability Insurance - $1,000,000
(E) Umbrella Policy-$5,000,000

8. CLIENT PARTICIPATION

The Client's personnel directly or indirectly involved in this Agreement shall participate as the Client's

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employees. Gannett Fleming assumes no liability for claims related to injury to such employees.

9. ACCESS

The Client shall arrange for and guarantee access to and make all provisions for Gannett Fleming to enter upon public and private property as required for Gannett Fleming to perform its services.

10. RE-USE OF DOCUMENTS

All reports, original final reproducible drawings, plans, specifications, calculations, studies, software program tapes, models, notes, and memoranda assembled or prepared by Gannett Fleming pursuant to this Agreement are instruments of service in respect to the Project, and Gannett Fleming shall retain full ownership and property interest therein, whether or not the Project is completed. The Client may, upon full payment for all services rendered, make and retain copies for information and reference in connection with the Project; however, such documents are not intended or represented to be suitable for re- use by the Client or others on extensions of the Project or on any other project. Any modification, changes, or reuse without written verification or adaptation by Gannett Fleming for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to Gannett Fleming, and the Client agrees to indemnify and hold harmless Gannett Fleming against any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting therefrom. Any such verification or adaptation will entitle Gannett Fleming to further compensation at rates to be agreed upon by the Client and Gannett Fleming.

11. PROPERTY RIGHTS

All Intellectual Property rights to any tangible property and tangible work products created by Gannett Fleming pursuant to or in the course of this Agreement shall belong exclusively to Gannett Fleming, as well as all systems, programs, and specifications, and other materials and hardware or ideas, concepts, know-how, or techniques relating to data processing, systems, or programs developed and used by Gannett Fleming herein. The same shall continue to belong exclusively to Gannett Fleming whether or not specifically adapted for the Client's use. Nothing herein precludes development and marketing by Gannett Fleming of any competitive system, program, data processing materials, or other Intellectual Property, irrespective of whether same are similar or related to that developed or incorporated for the Client pursuant to this Agreement. The Client is granted a personal, nonexclusive, nontransferable license to use the software, data, and related materials based on the terms and conditions of this Agreement.

12. CONSEQUENTIAL DAMAGES

The Client hereby agrees that to the fullest extent permitted by law Gannett Fleming shall not be liable to the Client for any special, indirect, or consequential damages whatsoever, whether caused by Gannett Fleming's negligence, errors, omissions, strict liability, breach of contract, breach of warranty, or other cause or causes whatsoever, including, but not limited to, delay of use of equipment or facility, loss of profit or revenue, or cost of using alternative or replacement equipment or facilities.

13. DISPUTES

Any claim, controversy, or dispute between the parties to this Agreement arising out of or in connection with this Agreement, or any breach thereof, shall, upon the request of either party, be submitted to the senior officers of each party responsible for this Agreement. In the event that the senior officers cannot agree, either party may request mediation and, if both parties agree, the matter shall be submitted to mediation. Upon written notice, the parties shall select a mediator acceptable to both parties in order to resolve the dispute. Any suits brought under this Agreement or in any way arising out of this Agreement must be filed within one year from the time mediation was terminated unsuccessfully or from the time the cause of action arose (if no mediation is undertaken) or it shall be time barred.

14. TERMINATION OF AGREEMENT

This Agreement may be terminated by either party upon thirty (30) days written notice, by mutual consent or in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement through no fault of the terminating party. The Client may terminate this Agreement for its convenience, in whole or in part, by thirty (30) days written notice to Gannett Fleming specifying the extent to which performance of services is terminated and the date upon which such termination becomes effective.

15. COMPENSATION UPON TERMINATION

In the event of termination by the Client, Gannett Fleming shall be paid for unbilled services, including expenses rendered to the date of termination. In the event of any such termination, Gannett Fleming shall also be paid for all reasonable termination expenses. "Termination expenses" means expenses attributable to termination, including termination settlement costs incurred by Gannett Fleming relating to commitments that had become firm prior to termination, but shall not include lost revenue and/or lost profits.

*** * * End of Standard Terms and Conditions * * ***

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CHARLES TOWN UTILITY BOARD

Wednesday, January 8, 2025

Regular Meeting

661 South George Street
Charles Town, WV 25414

Asbury Block Sewer Project - Geotechnical Proposal

Attachments:

Asbury Geo Proposal.pdf

GD&F
GWIN
DOBSON &
FOREMAN
ENGINEERS

December 24, 2024

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

Attn: Kristen M. Stolipher, Utility General Manager

RE: Asbury Church Area Sewer Main Replacement
Design Proposal Additional Geotechnical Engineering Services

Dear Mrs. Stolipher:

Gwin, Dobson & Foreman, Inc. (GD&F) would like to present the following proposal for additional Geophysical Exploration and Geotechnical Engineering Services for the Asbury Church Area Sanitary Sewer Improvements Project. This information will better aid in the design of the project and will reduce risk.

Understanding of the Project:

This project is located in a geological area known as the Karst Terrain, and Sinkhole formation in the vicinity of a supposed "cavern". This subsurface geological void presents a risk to utility infrastructure if disturbed. Given the proximity to the project, it is GD&F's recommendation that additional geophysical exploration work be performed in an attempt to identify the limits of this void. Additionally, this service should provide data to show the elevation of bedrock.

Specialized Engineering is able to provide geophysical and geotechnical services for the Asbury Church Area Sanitary Sewer Improvements project, they indicate that work could potentially start in 5 working days of authorization and the report will be delivered approximately 4 weeks after fieldwork completion. The proposal is valid for 90 days.

The scope of work for the project includes the following services:

A. Geophysical and Geotechnical Investigation:

1. Conducting seismic refraction profiles along the proposed sewer line alignments to evaluate the presence or absence of rock and voids.

2. Utilizing a specialty subcontractor for the seismic refraction survey.

B. Air-Track Drilling:

1. Performing air-track drilling to validate the seismic profiles with actual observations on the depth to rock.

2. Additional traffic control, checks to pre-locate underground utilities, and patching of asphalt pavements disturbed by the drilling.

C. Traffic Control and Access:

1. Engaging a subcontractor to provide traffic control during the fieldwork.

    a. Coordinating with the Town of Charles Town for traffic control services.

    b. Drilling through asphalt pavements and cold patching upon completion.

2. Geotechnical Engineering Report:

    a. Analyzing data from the fieldwork and preparing a geotechnical report.

    b. Providing preliminary geotechnical commentary and recommendations.

    c. Addressing results of the geophysical survey and air-track borings.

    d. Offering geotechnical recommendations for site preparation, fill placement, and compaction.

    e. Providing guidance for the repair of potential sinkholes and other geotechnical conditions impacting site development.

3. Utility Clearance:

    a. Contacting Miss Utility for public utility clearance.

    b. Using a private utility locator to locate private utility lines and other subsurface appurtenances.

Please note that their services do not include evaluation for the presence or absence of wetlands, hazardous, or toxic materials, or any special services related to moisture, mold, or microbial contamination in buildings.

Proposed Fees:

The estimated fee for the geotechnical services is **$25,800.00**. Refer to the attached proposal dated December 12, 2024 from Specialized Engineering. This fee covers the services outlined in the scope of work, including field exploration, traffic control, seismic refraction survey, air-track drilling, utility location, pavement patching, and the preparation of the geotechnical engineering report. The fee is based on unit rates for the actual work performed, as detailed in the attached.

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.
Engineering Manager

Prop/2024/CTUB_AsburyChurchSewer_12-24-24.doc
cc: Central File

ACCEPTANCE OF PROPOSAL

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

_____ _____

Authorized Representative Date

_____

Attest/Witness

SPECIALIZED ENGINEERING

Engineers • Geologists • Inspectors

Client Driven. Employee Owned

Specialized 1992 32 Years 2024 Engineering

December 12, 2024 (revised added air-track drilling)

Gwin, Dobson & Foreman, Inc.
3121 Fairway Drive
Altoona, Pa 16602

Attention: Mr. Christopher M. Eckenrode, P.E.

Reference: **Proposal to Provide Preliminary Subsurface Exploration and Geotechnical Engineering Services**
Asbury Church Area Sanitary Sewer Improvements
Charles Town, West Virginia
Specialized Engineering Proposal No. B240753

Dear Mr. Eckenrode:

Specialized Engineering (SE) is pleased to submit this proposal to provide geophysical exploration, subsurface exploration, and geotechnical engineering services for the proposed installation of a new sanitary sewer line in Charles Town, West Virginia. This proposal outlines our understanding of the project, discusses the proposed scope of services, and presents a fee structure and fee estimates for accomplishing the services. Along with an estimated fee for basic services, we have provided our standard unit rates that can be used for adjustments to work scope during the course of our services.

Presented below is a review of our understanding of the project, along with our proposed scope of services, schedule, and fee information.

PROJECT DESCRIPTION

Figure 1 shows the approximate alignments planned for the installation of a proposed sewer line. Specialized Engineer understands that identifying the top of rock, and potential voids is needed along the proposed alignment.

Given the developed nature of the site, and the presence of existing underground utilities, Specialized Engineering believes the use of a geophysical method, in this case seismic refraction offers the best option to cost-effectively evaluate the presence or absence of rock and voids in the subsurface.

The seismic refraction technique involves the transmission of sound waves into the earth and recording the acoustic response at set distances from a seismic energy source. The

4845 International Blvd, Suite 104 • Frederick. MD 21703
Phone: 301-607-4180 • Fax: 301-662-6122

7504 Connelly Drive, Suite: G • Hanover, MD 21076
Phone: 410-768-4800 • Fax: 410-768-4803

www.specializedengineering.com

method measures the time it takes for a compressional sound wave (P-wave) generated by the seismic energy source to travel down through the layers of the Earth and back up to detectors placed on the ground surface. By measuring the travel-time of the sound wave and applying the laws of physics that govern the propagation of sound, the subsurface geology can be inferred. Because sound waves travel at different rates through dissimilar materials (i.e. faster through denser, more rigid materials), interpretations related to the depth, morphology and integrity of the bedrock surface are made using computer aided processing techniques.

SE has assumed that a concrete pavement does not underlie the surface asphalt pavement. Such a condition would negate the conditions needed for the survey, as the P-waves would travel through the concrete and not travel deeper.

Should any of the above information or assumptions made by Specialized Engineering be inconsistent with the planned construction, we request that you contact us immediately to allow us to make any necessary modifications to this proposal.

The project site is in an area of karst terrain, and sinkhole formation is a geologic hazard associated with the site.



Figure 1 – Site and approximate alignment of the planned sewer line

SCOPE OF SERVICES

Based upon your request and our current understanding of the project, we have outlined below a scope of services to provide a geophysical and geotechnical investigation for the primary purposes of evaluating the presence or absence of rock and voids along the proposed alignment.

Specialized Engineering proposes to use a specialty subcontractor to conduct seismic refraction profiles along the proposed alignments of the sewer line shown in **Figure 1.**

Figure 2 is an example output for the survey method, showing contours of P-wave velocity (fps) vs elevation and horizontal distance.

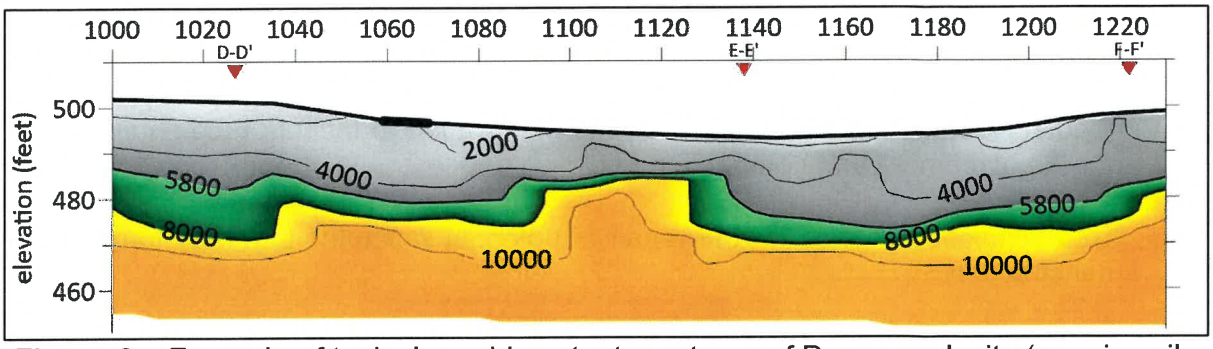


Figure 2 – Example of typical graphic output, contours of P-wave velocity (grey is soil-like, and brighter colors indicate likely rock)

After the geophysical survey, air-track drilling will be conducted to 'ground-truth' the profiles with actual observations on the depth to rock. This will require additional traffic control, checks to pre-locate underground utilities, and patching of asphalt pavements disturbed by the drilling.

Project services associated with this proposal do not include an evaluation of the site for determining the presence or absence of wetlands, or hazardous, or toxic materials. If you require such services, Specialized Engineering can provide such under a separate proposal and authorization.

Additionally, the services proposed herein are conventional in nature and do not include any special services that may lessen the risk of conditions that can contribute to moisture, mold or other microbial contaminate amplification in buildings.

Traffic Control and Access

The proposed geophysical survey will be conducted on paved streets shown in **Figure 1.** Accordingly, we anticipate traffic control will be needed to conduct the survey, and air-track drilling. SE will engage a subcontractor to provide traffic control while the field-work

is being conducted. SE will coordinate with the Town of Charles Town to provide the traffic control services.

SE has assumed you can provide any needed permits for the proposed field work.

We will drill (air-track) through asphalt pavements at the site, and cold patch the pavements upon the completion of the drilling.

Geotechnical Engineering Report

At the conclusion of our field work, the data will be analyzed by one of our experienced geotechnical engineers and a geotechnical report will be prepared. The report will provide preliminary geotechnical commentary and recommendations. The report will address:

- The results of the geophysical survey and air-track borings, and discussion of its interpretation.
- Geotechnical recommendations for site preparation to include recommendations for the placement and compaction of fill.
- Geotechnical guidance for the repair of potential sinkholes that may form during construction.
- Additional comments and recommendations relating to observed, identified geotechnical conditions that could impact site development, such as karst terrain and fat clay soils.

We will provide the report in electronic Adobe PDF format; and upon request, we will provide two hard copies of the report for your records. The report will be addressed to **Gwin, Dobson & Foreman, Inc.** unless otherwise directed.

SPECIAL CONDITIONS

We will need you to provide us with drawings showing known underground utilities in the area where the fieldwork will be performed. Specialized Engineering will contact Miss Utility for public utility clearance prior to the start of drilling activities. In addition, we will use the services of a private utility locator to locate private utility lines and other subsurface appurtenances. Specialized Engineering will not be held liable for damage to any unmarked utilities (public or private).

SCHEDULE

Based upon our current schedule, Specialized Engineering proposes to initiate work on this project within five working days after receiving authorization to proceed.

Assuming favorable weather conditions and clearance by Miss Utility, we anticipate 2 working days for exploration/field work. Specialized Engineering proposes to deliver the report approximately four work weeks after the completion of the fieldwork.

We will coordinate a report delivery date with you, as appropriate. In-progress, preliminary verbal recommendations can be made to appropriate parties after completion and initial evaluation of the field exploration.

ESTIMATED FEE FOR THE STUDY

Based on the scope of services outlined above, we estimate a total fee of **$25,800.00** for the services outlined. The fee for services associated with the geotechnical study will be charged based on unit rates for the actual work performed, as shown in the attached estimate of fees.

Should conditions be encountered which require modifying the exploration plan, we will promptly notify you to discuss modifying the outlined scope of work. We will invoice you for the actual exploration done in the field.

We are available to review geotechnically related portions of project drawings and specifications, and to confer with the design team after submittal of our report. Such follow-up services are beyond the scope of this proposal, and would be invoiced on a unit rate basis. We will obtain your specific authorization prior to providing any additional services.

The estimated fee and schedule of fees provided in this proposal will be valid for a period of 90 days from submission. After 90 days, Specialized Engineering reserves the right to adjust the schedule of fees and/or fee estimate provided.

AUTHORIZATION

If this proposal is acceptable to you, please sign the General Terms and Conditions as notice-to-proceed and return one signed copy of this proposal intact to our Corporate Office. These General Terms and Conditions are incorporated into and made part of this proposal. Upon receipt of signed authorization, Specialized Engineering will proceed with providing our services. We can provide Certificates of Insurance upon receipt of notice-to-proceed.

CLOSURE

We appreciate the opportunity to offer our services to your project team and look forward to working with you on this project.

Should you have any questions or need clarification, please feel free to contact us at your convenience at (301) 607-4180.

Sincerely,
SPECIALIZED ENGINEERING

Jessee A. Scarborough, P.E., BC.GE
Senior Geotechnical Engineer
Board Certified in Geotechnical Engineering

Jeremiah Cook, P.E.
Geotechnical Engineer

Enclosures: Fee Schedule & Estimate of Fees
Terms and Conditions

PROJECT FEE SCHEDULE & ESTIMATE OF FEES

Asbury Church Sanitary Sewer Improvements – Charles Town, West Virginia

WORK ITEM	COST PER UNIT ($)	NO. OF UNITS	TOTAL EST. COST (S)
Field Exploration Services			
Traffic-control (3-days estimated duration – 2-days for geophysical survey, and 1-day for air-track drilling)	2,400.00/day	3 days	7,200.00
Geophysical Seismic Refraction Survey – Field work	1,350.00/day	2 days	2,700.00
Geophysical Seismic Refraction Survey – Data Processing	$3,250.00	1	3,250.00
Air-Track drilling (per day)	3,600.00/day	1	3,600.00
Contingency for lost drill bits	175.00/each	Open	0.00
Contingency for lost rod couplings	150.00/each	Open	0.00
Contingency for lost drilling rods	375.00/each	Open	0.00
Private utility locator (4 hour minimum)	175.00/hour	6 hours	1,050.00
Patching pavement, per location	70.00/location	16	1,120.00
Geotechnical Field Engineer/Geologist for Field Reconnaissance, Coordination, and Observation	90.00/hour	32 hours	2,880.00
Geotechnical Engineering Report			
Engineering Analysis and Report Preparation	Lump Sum	1	4,000.00
		ESTIMATED TOTAL FEE	**$25,800.00**

UNIT RATES FOR ADDITIONAL SERVICES (if needed)	
Principal, or Senior Engineer	$175.00/hour
Professional Engineer	$145.00/hour
Staff/Field Engineer or Geologist	$90.00/hour
Drafter/CAD Operator	$70.00/hour
Clerical	$50.00/hour

DIW GROUP, INCORPORATED, t/a
SPECIALIZED ENGINEERING
GENERAL TERMS & CONDITIONS

DIW Group, Incorporated, trading as Specialized Engineering, located at 4845 International Boulevard, Suite 104, Frederick, Maryland 21703 (hereinafter referred to as "DIW") and Gwin, Dobson & Foreman, Inc. (hereinafter referred to as "Client"), hereby contract and agree as follows:

1. SERVICES TO BE PROVIDED

DIW is an independent consultant and agrees to provide Client, for its sole benefit and exclusive use, consulting services set forth in our proposal(s), attached hereto as Exhibit A, and incorporated herein and made a part hereof by reference.

DIW will report observations and data to the Client. DIW will report any observed work to the Client or Client's representative, which, in DIW's opinion, does not conform with plans, specifications, and codes applicable to the Project. DIW has no right or responsibility to approve, accept, reject, or stop work of any agent of the Client.

DIW will perform all standard tests, inspections and observations in general accordance with referenced standards and makes no representation regarding compliance with any other standards.

Observations and standardized sampling, inspection and testing procedures employed by DIW will indicate conditions of materials and construction activities only at the precise location and time where and when Services were performed.

Client recognizes that conditions of materials and construction activities at other locations may vary from those measured or observed, and that conditions at one location and time do not necessarily indicate the conditions of apparently identical material(s) at other locations and times. Services of DIW, even if performed on a continuous basis, should not be interpreted to mean that DIW is observing, verifying, testing or inspecting all materials on the Project. DIW is responsible only for those data, interpretations, and recommendations regarding the actual materials and construction activities observed, sampled, inspected or tested, and is not responsible for other parties' interpretations or use of the information developed. DIW may make certain inferences based upon the information derived from these procedures to formulate professional opinions regarding conditions in other areas.

2. PAYMENT TERMS

Client agrees to pay DIW invoices upon receipt. If payment is not received within thirty (30) days from the invoice date, Client agrees to pay a service charge on the past due amount at the prevailing legal rate, including reasonable attorney's fees, if collected through an attorney. No deduction shall be made from DIW invoices on account of liquidated damages or other sums withheld from payments to contractors or others. If payment for services is not received within forty-five (45) days, DIW is not obligated to continue its services until payment is received. The Client, owner, contractor or subcontractor(s) shall hold DIW harmless for any delay, inconvenience, or additional cost, to Agreement without cause upon 30 days written notice to the other party. In the event Client requests termination prior to completion, Client agrees to pay DIW for all costs incurred plus reasonable charges associated with termination of the work.

If a dispute arises out of or relates to this contract, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Construction Industry Mediation Procedures before resorting to arbitration, litigation or some other dispute resolution procedure.

In the event a claim is made that results in litigation, and the Client does not prevail, then the Client shall pay all costs incurred by DIW in defending the claim, including reasonable attorney's fees. For purposes of this provision, in order to prevail, Client must obtain and retain a judgment through any applicable appeals that is a least ten (10) percent greater than the sum last offered to resolve the matter prior to the commencement of trial.

3. STANDARD OF CARE

DIW will perform its services using that degree of care and skill ordinarily exercised under similar conditions by members of our profession practicing in the same or similar locality. NO OTHER WARRANTY, EXPRESS OR IMPLIED, IS MADE OR INTENDED BY OUR PROPOSAL OR BY OUR ORAL OR WRITTEN REPORTS.

ALL OTHER WARRANTIES, OBLIGATIONS OR GUARANTEES, arising by operation of law or otherwise, NOT EXPRESSLY SET FORTH HEREIN ARE WAIVED.

4. CLIENT RESPONSIBILITIES

Client, for its own benefit may, from time to time, on its own or retain others to perform certain tests, inspections, recommendations, and analyses or other information and materials for use by DIW. DIW may need such client data without the need for independent evaluation and/or verification. Client agrees to indemnify, defend, and hold DIW harmless from any and all losses, damages and claims of any nature which may in any way arise out of or in connection with the use by DIW of the client data and other information issued and/or prepared by client or others and furnished to DIW in connection with the project. In the event Client or Client's personnel, contractors or subcontractors become aware that a suspected error or omission by DIW has been discovered, or that a change in the conditions reported by DIW is suspected, DIW shall receive written notice of such suspected error, omission, or change in order that DIW may have the opportunity to take prompt, effective measures which in DIW's opinion will minimize the consequences of a defect in service. Failure to provide prompt notice or to provide DIW the opportunity to remedy the situation shall relieve DIW of any further liability.

Client is responsible for notifying DIW in writing of any and all particular areas that it desires DIW representatives to be present on site. DIW will not be held liable for not having a representative present in any particular location on site if Client does not notify DIW in writing.

5. SITE OPERATIONS

Client will arrange for and provide right-of entry and safe access to the property for the purpose of performing studies, tests and evaluations pursuant to the agreed services. Client represents that it possesses necessary permits and licenses required for its activities at the site. DIW's field personnel are trained to initiate filed testing, drilling and/or sampling within a reasonable distance of each designated location. DIW field personnel will avoid hazards or utilities, which are visible to them at the site. If DIW is advised or given data in writing that reveals the presence or potential presence of underground obstructions, such as utilities, we will give special instructions to our field personnel. DIW is not responsible for any damage or losses due to undisclosed or unknown surface or subsurface conditions, owned by Client or third- parties. Client agrees to indemnify and hold DIW, its agents, employees, principals and subcontractors, harmless from any such claims,

losses, including reasonable attorney's fees, resulting therefrom, unless the same arise and result from the willful acts of DIW.

possession regarding the location of underground utilities and structures. The Client agrees to hold DIW harmless for any damage to underground structures or utilities that are not called to its attention or are not correctly shown on plans or drawings furnished for the purpose of locating such structures and utilities.

DIW will take reasonable precautions to minimize damage to the property caused by our operations. DIW's fees do not include any costs or charges that may be incurred in restoration of that site due to any damage that may result. If Client desires DIW to repair such damage, we will comply and add the cost to our fees. Client agrees to pay all invoices for such additional fees and costs upon receipt. Field tests or boring locations described in DIW reports or shown on sketches are based on specific information furnished by others or estimates made in the field by DIW personnel. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated in DIW's proposal or report.

6. FAILURE TO FOLLOW RECOMMENDATIONS

Client recognizes and assumes the inherent risks connected with subsurface and earthwork construction, and agrees that it would be unfair to hold DIW liable for problems that may occur if DIW recommendations are not followed. Accordingly, Client waives any claims against DIW and agrees to defend, indemnify and hold DIW harmless from any claim or liability for injury or loss that results from Client's failure to strictly implement DIW's recommendations. Client also agrees to compensate DIW for any time spent and expenses incurred by DIW, including attorney's fees, in defense of any such claim, with such compensation to be based upon DIW's then prevailing fee schedule and expense reimbursement policy.

7. CERTIFICATE OF MERIT

Client shall make no claim, either directly or in a third-party claim against DIW unless Client has first provided DIW with a written certification executed by an independent professional currently practicing in the discipline of the alleged defect or error and licensed in the state where the Project is located. This certification shall (a) contain the name and license number of the certifier; (b) specify each and every act or omission that the certifier contends is a violation of the standard of care in this Agreement; and (c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation.

8. FIELD REPRESENTATIVE

The presence of DIW field personnel, either full-time or part-time, will be for the purpose of providing observation and field testing or specific aspects of the project as authorized by Client. Should a contractor, not retained by DIW, be involved in the project, Client will advise contractor that DIW services do not include supervision or direction of the actual work of the contractor, his employees or agents. Client will also inform contractor that the presence of DIW field representatives for observation or testing by DIW will not relieve the contractor of his responsibilities for performing the work in accordance with the plans and specifications.

If a contractor (other than a subcontractor to DIW) is involved in the project, Client agrees that, in accordance with generally accepted construction practices, the contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during performance of the work, and compliance with OSHA regulations, and that these requirements will apply continuously and not be limited to normal working hours. It is agreed that DIW will not be responsible for job or site safety on the project and that DIW does not have the duty or right to stop the work of the contractor.

If the Services require borings, test pits or other invasive exploratory work, Client will provide DIW with all information in its

9. UNFORESEEN CONDITIONS OR OCCURRENCES / DELAYS

It is possible that unforeseen conditions or occurrences may be encountered that could substantially alter the necessary services or the risks involved in completing DIW's services. If this occurs, DIW will promptly notify and consult with the Client, but will act based on DIW's sole judgment where risk to DIW personnel is involved. Possible actions could include (a) Complete the original Scope of Services in accordance with the procedures intended in DIW's Proposal, if practicable in DIW's sole judgment; (b) Agree with Client to modify the Scope of Services and the estimate of charges to include study of the unforeseen conditions of occurrences, with such revision as agreed to in writing; (c) Terminate the services effective on the date specified by DIW in writing. Client agrees that DIW is not liable for any damages resulting for the taking of any of the above actions.

In the event that DIW's field of technical work is interrupted due to causes beyond DIW's control, DIW shall be compensated for the labor, equipment, and other costs DIW incurs in order to maintain its workforce for Client's benefit during the interruption or at Client's option, the various costs DIW incurs for demobilization and subsequent mobilization.

9. SAFETY

DIW is only responsible for the on-site safety of its own employees. However, this shall not be construed to relieve the Client or any of its contractors from their responsibilities for maintaining a safe job site. Neither the professional activities of DIW, nor the presence of DIW employees, shall be construed to imply DIW has any responsibility for the safety of on-site personnel other than DIW employees.

10. SAMPLING AND TEST LOCATION

Unless otherwise stated, the fees in the Agreement do not include costs associated with surveying of the site for the accurate horizontal and vertical locations of tests. Field tests or exploration locations described in DIW's report or shown on sketches are based upon information furnished by others or estimates made in the field by DIW representatives. Such dimensions, depths, or elevations should be considered as approximations unless otherwise stated. DIW will not provide or check filed survey work. If Client specifies the test location, DIW reserves the right to deviate a reasonable distance from the location specified.

11. SAMPLE DISPOSAL

Test specimens or samples generally are consumed or substantially altered during testing and are disposed of immediately upon completion of tests. Drilling samples and other specimens are disposed of thirty (30) days after submission of our reports.

-NON-HAZARDOUS SAMPLES

At Client's written request, DIW will retain preservable test specimens or the residue therefrom for 30 days after submission of our report free of storage charges. After the initial 30 days and upon written request, DIW will retain test specimens or samples for a mutually acceptable storage charge and period of time. Client agrees that DIW is not responsible or liable for any destruction or loss of test specimens or samples retained in storage.

-HAZARDOUS OR POTENTIALLY HAZARDOUS SAMPLES

In the event that samples contain hazardous constituents, DIW will return such samples to Client, or using a manifest signed by Client as generator, DIW will have such samples transported to a location associated with the storage, transport, and disposal of samples. Client recognizes and agrees that DIW is acting as a bailee and at no time assumes ownership or title to said materials.

12. CONFIDENTIALITY
The findings of the project and any information provided to DIW will be kept confidential, except to the extent that revelation is required by state or federal regulations. In such a case, DIW would contact the Client prior to notification to any regulatory agency. In the event of receipt of a subpoena for the records pertaining to the project, DIW will release the documents in accordance with the subpoena, but will notify the Client that the documents are being released. Any associated copying and labor fees will be billed to the Client. If the Client claims that an attorney-client or work product privilege exists with respect to the documents, it is the responsibility of the Client and its legal counsel to file any necessary motions with the court system and provide DIW with a copy of the approved ruling that a privilege does exist and that the documents do not have to be released.

13. CLIENT DISCLOSURE
Client agrees to advise DIW in writing, either prior to or in conjunction with execution of this Agreement of any hazardous substances or any condition, known or that should be known by Client, existing in, on or near the site that present a potential danger to human health, the environment, or equipment. Client agrees to provide to DIW, continuing information of this nature to the Client as it becomes available in the future. By virtue of entering into this Agreement or of providing services hereunder, DIW does not assume control of or responsibility for the site or the person in charge of the site, or undertake responsibility for reporting to any federal, state or local public agencies any conditions at the site that may present a potential danger to public health, safety or the environment.

14. ENVIRONMENTAL INDEMNITY
In connection with toxic or hazardous substances or constituents, including, but not limited to, radon, Client agrees to the maximum extent permitted by law to defend, hold harmless and indemnify DIW, its agents, employees, principals and insurers, from and against any and all claims, liabilities, damages, injuries and costs including reasonable attorney's fees, unless caused by the willful acts of DIW, resulting from: (a) Client's or any third-party's violation or alleged violation of any federal, state or local statute, regulation or ordinance relating to the identifying, handling, removal, processing, transportation, storage, treatment or disposal of toxic or hazardous substances or constituents, including, but no limited to, radon; (b) Client's or third-party's undertaking of or arrangement of for the identifying, handling, removal, processing, treatment, storage, transportation or disposal of toxic or hazardous substances or constituents including, but not limited to, radon found or identified at the site; (c) Toxic or hazardous substances, or constituents including, but not limited to, radon existing or introduced at the site by Client or any third-party before or after the completion of services hereunder; (d) Allegations that DIW is a handler, generator, operator, treater or storer, transporter, or disposer under the Resource Conservation and Recovery Act of 1976 as amended or any other similar federal, state or local regulation or law.

If a third-party brings suit or claim for damages against DIW alleging personal injury or property damage from exposure to or release of toxic or hazardous substances or constituents, including, but not limited to, radon at or from the project site before, during or after the services of this Agreement, Client agrees to the maximum extent permitted by law to defend, indemnify and hold harmless DIW, it's agents, employees, principals, and subcontractors and to pay all costs and attorney's fees associated with their defense, to pay any settlement sum agreed upon and to pay any judgment inclusive of punitive damages resulting against DIW, it's agents, employees, principals, including interest thereon, unless such damages are caused by the willful acts of DIW.

15. EQUIPMENT CONTAMINATION
DIW will endeavor to clean our laboratory and field equipment that may become contaminated in the conduct of our services. Occasionally, such equipment cannot be completely decontaminated because of the type of hazardous materials encountered. If this occurs, it will be necessary to dispose of the equipment in a manner similar to that indicated for hazardous samples and the charge Client as described above. Client agrees to pay the fair market value of any such equipment and the costs associated with its disposal.

16. LIMESTONE (KARST) TERRAIN
If the project site is located within a region known to have limestone and/or marble bedrock please note the following: this material can be subject to solutioning activity which results in a highly irregular rock surface, rock lenses and boulders situated within a predominantly soils matrix, as well as the occasional development of sinkholes. Our investigation/assessments can only interpret conditions in the areas and to the depths of the investigation and/or method of assessment. Significant changes could occur within comparatively minimal distances beneath and/or beyond the locations of the various investigations/assessments. Also, more specific methods of study are necessary to more comprehensively assess sinkholes, and, unless noted otherwise, these various studies are not included in our scope of work. The studies include photo lineament studies, geophysical studies, and miscellaneous field investigation techniques. The studies can provide added assurance against a development encountering solutioning related problems, however, no single study or combination of studies can offer a total guarantee against the potential occurrence of solutioning related events.

17. CONCEALED RISKS
Client acknowledges that special risks are associated with the identification of concealed conditions [i.e., subsurface conditions, conditions behind a wall, etc. that are hidden from view are not readily apparent, or cannot be accessed for sampling/testing]. Even a comprehensive sampling and testing program implemented by experienced personnel using appropriate equipment under the direction of a trained professional may fail to detect certain conditions because such conditions are concealed and therefore cannot be targeted in development of an exploration or reconnaissance plan, or sampling/testing program.

Conditions that DIW infers to exist between sampling /testing points may differ significantly from the conditions that exist at the sampling/testing points. Since some conditions can change substantially over time, the Client recognizes that, because of natural occurrences or human intervention at or near the site actual conditions discovered through sampling/testing may be subject to rapid or gradual change.

DIW will make reasonable efforts to anticipate and identify potential concealed conditions for exploration, sampling or testing. However, Client understands that such risks cannot be eliminated and agrees that the Scope of Services is that which Client agrees suits Client's own risk tolerances. Client may request DIW to evaluate the risks and provide a higher level of exploration to reduce such risks, if desired or appropriate.

18. DOCUMENTS
DIW will furnish to Client the agreed upon number of reports and supporting documents. These instruments of service are furnished for Client's use in connection with the project or work provided for in this Agreement. For any other purposes, all documents generated by DIW under this Agreement, shall remain the sole property of DIW.

If Client desires to provide DIW's report to a third-party, DIW will agree provided Client first obtains written acceptance from the third-party to be bound by these terms and conditions. Client agrees that all documents furnished to Client or Client's agents or designees, if not paid for, will be returned upon demand to DIW and will not be used by Client for any purpose whatsoever. Client further agrees that documents produced by DIW pursuant to this Agreement will not be used at any location or for any project not expressly provided for in this Agreement with DIW's prior written approval.

Client shall furnish documents or information reasonably within Client's control and deemed necessary by DIW for proper performance of our services. DIW may rely upon Client-provided documents in performing the services required under this Agreement; however, DIW assumes no responsibility or liability for their accuracy or inaccuracy. Client-provided documents will

remain the property of Client but Client agrees to the retention of one copy of all such Client documents by DIW for record purposes. The documents DIW furnishes to Client are intended for Client's exclusive reliance and internal use and not for advertising or other type of general distribution or publication. Client agrees to obtain DIW's prior written permission for any exception. Any unauthorized use or distribution shall be at Client's sole risk and without liability to DIW.

19. CERTIFICATIONS/RELIANCE LETTERS
Client may request or require DIW to provide a "certification" or "reliance letter" regarding services provided by DIW. Any "certification" or "reliance letter" required of DIW by the Client, or jurisdiction(s) having authority over same of all aspects of the project shall consist of DIW's inferences and professional opinions based on limited sampling, observations, tests and/or analysis performed by DIW at discrete locations and times. DIW's "certification" or "reliance letter" shall consist of DIW's professional opinion of a condition's existence, but DIW does not guarantee that such condition exists, nor does it relieve either parties of responsibilities or obligations such parties have. Client agrees not to make resolution of any dispute with DIW or payment of any amount due to DIW in any way contingent upon DIW signing any such documents.

20. SEVERABILITY
In the event that any provision of this Agreement is found to be unenforceable, the other provisions shall remain in full force and effect. In the event a provision is found unenforceable, it shall be construed and modified as to give it that closest meaning and effect intended hereunder by DIW and permitted by law.

21. SURVIVAL
All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between Client and DIW, shall survive the completion of the services under this Agreement and/or the breach or termination of this Agreement.

22. FORCE MAJEURE
Neither party shall be liable to the other party hereto for its failure or delay in performing its obligations hereunder due to any contingency beyond such party's reasonable control, including, without limitations, acts of God; fires; floods; wars; acts of war; sabotage; accidents; labor disputes or shortages; government laws; ordinances; rules and regulations (whether valid or invalid and including, without limitation, priorities, requisitions, allocations, and priced adjustment restrictions); inability to obtain power, material, equipment, or transportation; and any other similar or dissimilar contingency.

23. ASSIGNMENT
Neither Client nor DIW shall assign or transfer its interest or claim arising under or related to this Agreement, including interest in and claims for any moneys due or to become due, without written consent of the other party.

24. TERMINATION
This agreement may be terminated by either party by seven (7) days written notice in the event of substantial failure to perform in accordance with the terms of the Agreement by the other party through no fault of the terminating party so long as the party alleged to have breached is afforded an opportunity to cure pursuant to paragraph numbered twenty six (26) of this Agreement

25. CURING A BREACH
A party that believes the other has materially breached this Agreement shall issue a written termination notice to the other, identifying the cause for termination within five (5) business days of identifying such cause. Both parties shall then negotiate promptly and in good faith to cure such cause. If an acceptable cure can be achieved within fourteen (14) days from the date of the termination notice, the parties shall commit their understandings to writing and termination shall not occur.

Either party may waive any right provided by this Agreement in curing an actual or alleged breach; however, such waiver shall not affect future application of such provision or any other provisions.

26. GOVERNING LAW
This Agreement shall be governed in all respect by the laws of the State of Maryland. The parties hereto consent to jurisdiction in the State of Maryland, Frederick County.

27. STATUTES OF LIMITATIONS
Any applicable statute of limitations will be deemed to commence running on the earlier of the date of substantial completion of DIW's services under this Agreement of the date on which claimant knew, or should have known, of facts giving rise to its claims.

29. SPECIAL OR CONSEQUENTIAL DAMAGES
Client and DIW agree that, to the fullest extent permitted by law, DIW shall not be liable to Client for any special, indirect or consequential damages whatsoever, whether caused by DIW's negligence, errors, omissions, strict liability, breach of contract, breach of warranty or other cause or causes whatsoever.

30. MODIFICATION OF THIS AGREEMENT
This Agreement may not be modified or altered, except by a written agreement signed by authorized representatives of both parties and referring specifically to this Agreement.

31. NOTICES
Any and all notices, requests, instructions, or other communications given by either party to the other must be in writing and either hand delivered to the recipient or delivered by first-class (postage prepaid) or express mail (billed to sender) at the addresses given in this Agreement.

32. PRECEDENCE
These General Terms and Conditions take precedence over any inconsistent or contradictory provisions contained in any other agreement term, proposal, purchase order, requisition, notice to proceed, or other document regarding DIW's services.

33. LIMITATION OF LIABILITY
In the unlikely event that a claim should arise, Client shall contact DIW in writing setting forth the nature of the claim within ten (10) days of its discovery. Client recognizes that without the aforesaid notice, no claim will be considered and is, by agreement hereunder, waived and released by Client. The making of final payment by Client shall constitute a waiver and release of any and all claims by Client, except those previously made in writing and identified by Client as unsettled and pending at the time of final payment. In addition, any provisions hereof or notwithstanding the provisions of any applicable statute of limitations or law, Client agrees that no claim arising out of this Agreement, its terms or conditions, or the services performed hereunder, may be brought or made or outside three (3) months of the date of completion regardless of the date of its discovery. By agreement hereunder, all claims not presented by Client to DIW within said three (3) month period are waived and released by Client. In addition, notwithstanding the provisions of any applicable statue or law, the sole and exclusive remedy available to Client for complaints or claims of any nature and upon legal theory, including but not limited to, claims for breach of warranty, for loss of profits, for loss of use, for indemnification, for contributor, for performance or non-performance of any principals, subcontractors or insurers, is damages in an amount not to exceed the fees actually paid by the Client to DIW for services under this Agreement. All other remedies, arising by law, statue or otherwise, are hereby expressly waived by Client.

34. INDEMNIFICATION
Client will and does hereby agree to indemnify, save and hold harmless damages, DIW, it's principals, agents, employees, subcontractors and insurers, of and from all claims, losses, damages, injuries, causes of action, and suits of whatever nature whatsoever, including those premised upon the sole negligence of DIW, for personal injury, including death resulting therefrom, for loss of use, for loss of profit, for property damage, and for any and all other losses and damages, tangible and intangible, alleged to arise out of or result from any of the work performed or not

performed under this Agreement, whether by Client or by any other third-party and whether any such claim, cause of action or suit is asserted, severally, jointly or jointly and severally. Such obligations shall not be construed to negate, abridge or reduce other rights or obligations of indemnity, which at law may otherwise exist as to DIW.

Client and DIW intend that DIW's services will not subject DIW's individual employees, officers or directors to any personal liability. Therefore, and not withstanding any other provision of this Agreement, Client agrees as its sole and exclusive remedy to direct or assert any claim, demand or suit only against the business entity identified as "DIW" in the introductory paragraph of this Agreement.

35. CONFLICTING CONTRACT CLAUSES
Client agrees that to the extent any of the terms and conditions of this Agreement disagree or are inconsistent or in conflict with the terms and conditions of any other contract entered into by and between DIW and Client prior to or subsequent to the execution hereof which relate to the same project or operations, but does not expressly contain an agreement or intent to override, alter or amend the terms and conditions hereof, the terms and conditions of this Agreement shall govern and shall serve to supersede, revise, amend, alter and preempt those terms and conditions of such other contract or Agreement which are inconsistent or conflicting.

36. INSURANCE AND WAIVER OF SUBROGATION
Unless otherwise provided, Client shall purchase and maintain property and general liability insurance applicable to the work site and all work conducted thereon to the fullest insurable value and risk thereof. This insurance shall include the interest of the Client, DIW and sub-subcontractors of DIW, and shall insure against the perils of fire, extended coverage, vandalism, malicious mischief, personal injury and property damage. Unless otherwise provided, the client shall cause DIW to be added to said policy or policies as an additional insured. The Client waives all rights against DIW for damages caused by fire, extended coverage, vandalism, malicious mischief, personal injury and property damage to the

extend covered by insurance provided under this paragraph or otherwise held by Client.

37. AGREEMENT TO GENERAL TERMS AND CONDITIONS
Client agrees that the performance of any work by DIW under this Agreement which by the terms hereof includes those proposals attached hereto and/or the advance or payment of any sums to DIW in connection with the work to be performed in accordance with said Agreement, shall be deemed consent to the terms and conditions of this Agreement, and this Agreement shall be binding and enforceable as it fully executed.

38. DATE OF COMPLETION
The date of completion is hereby defined as that date upon which DIW substantially completes its work.

39. EMPLOYMENT AGREEMENT
Client, Contractor and Subcontractor agree not to independently contract, offer employment or establish any type of employment or work referral relationship with an employee of DIW Group, Inc., t/a Specialized Engineering assigned to this project during the course of this project and within the twelve (12) month period immediately following the completion of the project. Failure to adhere to this condition constitutes a breach of contract and is subject to a fee payable to DIW Group, Inc. t/a Specialized Engineering of Twenty Five Thousand Dollars ($25,000.00).

IN ACCORDANCE WITH THE ATTACHED PROPOSAL, THE UNDERSIGNED AGREES TO THE SCOPE OF WORK AND TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND TO BE LEGALLY BOUND THEREBY, AND FURTHER ACKNOWLEDGES THIS AGREEMENT BY SIGNATURE BELOW:

DIW Group, Incorporated
t/a Specialized Engineering by:

_____
Corporate Officer Signature

_____
Printed/Typed Name

_____
Title

_____
Date

Client by:

_____
Corporate Officer/Authorized Representative Signature

_____
Printed/Typed Name

_____
Title

_____
Date

Specialized Engineering Proposal No.: _____

CHARLES TOWN UTILITY BOARD

Wednesday, January 8, 2025

Regular Meeting

661 South George Street
Charles Town, WV 25414

Utility Manager Performance Evaluation Review – Possible Executive Session Under: WV State Code Section §6-9A-4(b)(2)(A) – Matters arising from the appointment, employment of an employee.

CHARLES TOWN UTILITY BOARD

Wednesday, January 8, 2025

Regular Meeting

661 South George Street
Charles Town, WV 25414

Utility Manager Report

Attachments:

UM Report 01.08.25.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

FROM: Kristen Stolipher, Utility General Manager
SUBJECT: Utility General Manager's Report
DATE: January 8, 2025

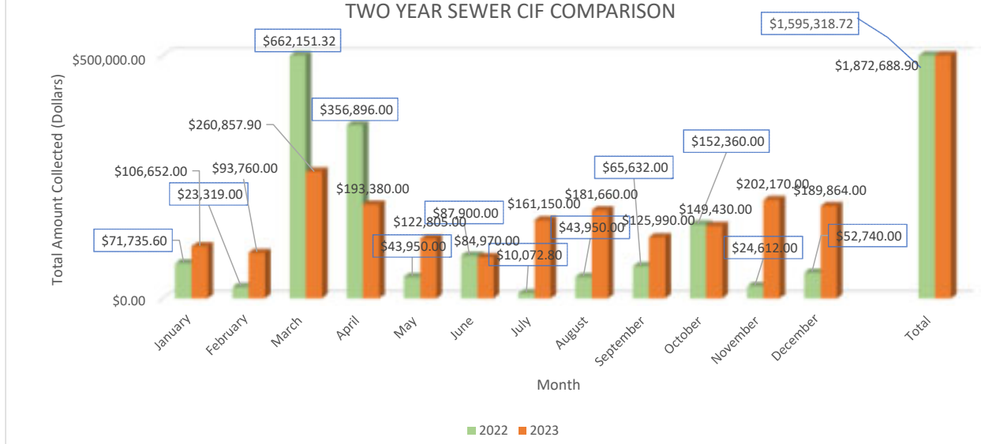
- **Customer Counts**
  - Sewer 9,665
  - Water 7,255

- **Administrative**
  - Utility Cloud and Edmunds software population and integration on-going
  - RFP for Public Relations and Communications Services – posted 12/26/24, 1/2/25, 1/9/25
  - RFP for Biosolids testing for PFAS – to be posted 1/9/25, 1/16/25

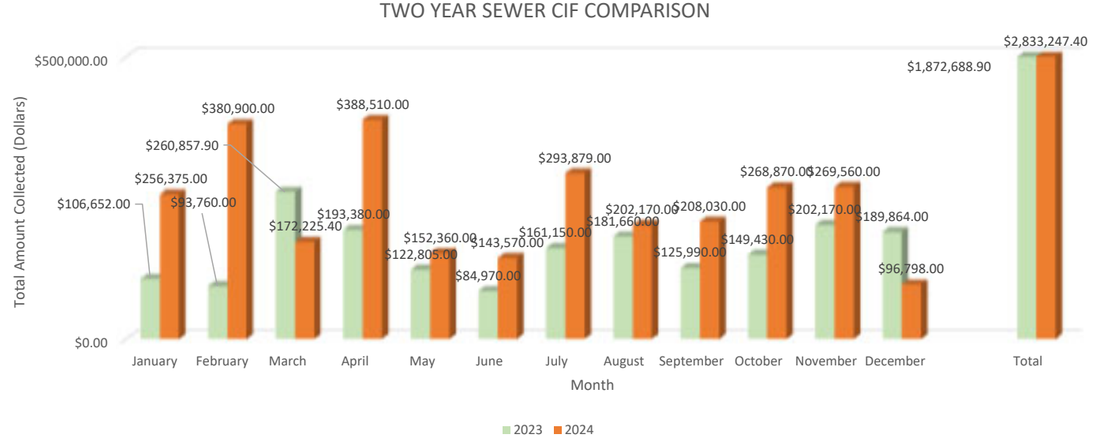
- **Water**
  - Dewberry finalizing Water Model update
  - Baffle Wall installation to be scheduled in next several weeks

- **Sewer**
  - Renewal and Replacement Project
  - Collection System Project
  - Greenfield Forcemain – Design complete, permitting in progress
  - North/George/Liberty block project – survey complete – field investigation in progress

Charles Town Utility Board 2023 Capacity Improvement Fee Collections/EDU for Sewer						
Month	**Commercial**	**Residential**	**Total Number of EDU's**	**Total Sewer CIF Collected**	**CIF Paid to Ranson**	**Total**
Jan-23		36.4	36.4	$ 116,402.00	$ 9,750.00	$ 106,652.00
Feb-23		32	32	$ 93,760.00		$ 93,760.00
Mar-23	4.03	85	89.03	$ 286,906.65	$ 26,048.75	$ 260,857.90
Apr-23		66	66	$ 206,380.00	$ 13,000.00	$ 193,380.00
May-23	5.19	36	41.19	$ 139,380.00	$ 17,550.00	$ 122,805.00
Jun-23		29	29	$ 84,970.00		$ 84,970.00
Jul-23		55	55	$ 237,525.00	$ 76,375.00	$ 161,150.00
Aug-23		62	62	$ 202,785.00	$ 21,125.00	$ 181,660.00
Sep-23		43	43	$ 156,865.00	$ 30,875.00	$ 125,990.00
Oct-23		51	51	$ 191,680.00	$ 42,250.00	$ 149,430.00
Nov-23		69	69	$ 237,920.00	$ 35,750.00	$ 202,170.00
Dec-23	33	32	65	$ 196,364.00	$ 6,500.00	$ 189,864.00
Total 2023	**42.02**	**491.4**	**638.42**	**$ 2,150,937.65**	**$ 279,223.75**	**$ 1,872,688.90**



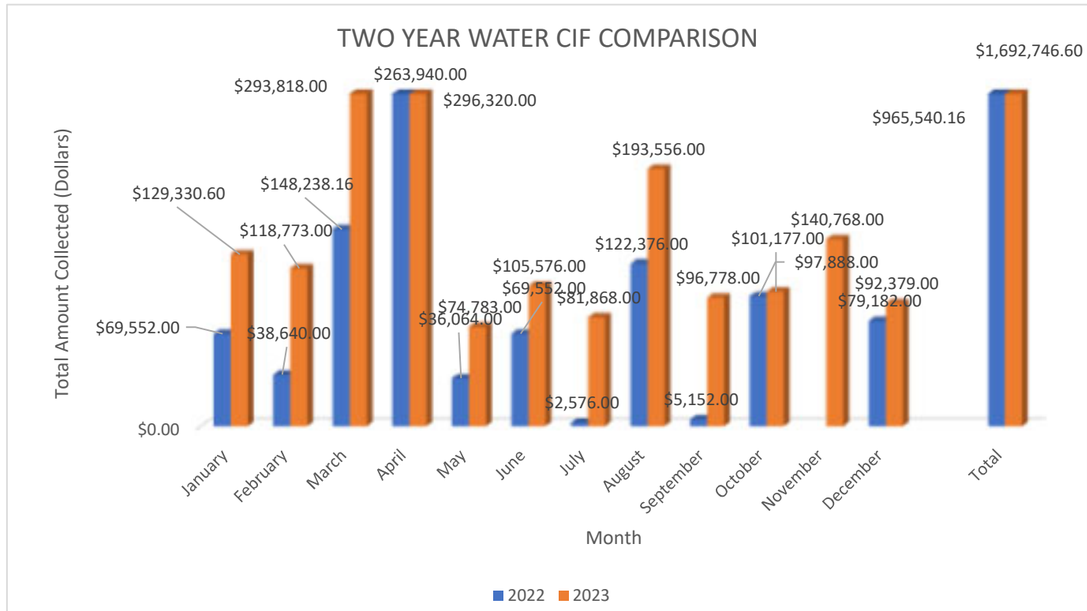
Charles Town Utility Board 2024 Capacity Improvement Fee Collections/EDU for Sewer						
Month	**Commercial**	**Residential**	**Total Number of EDU's**	**Total Sewer CIF Collected**	**CIF Paid to Ranson**	**Total**
Jan-24	1.5	86	87.5	$ 289,687.50	$ 33,312.50	$ 256,375.00
Feb-24		130	130	$ 458,900.00	$ 78,000.00	$ 380,900.00
Mar-24	6.78	52	58.78	$ 181,975.40	$ 9,750.00	$ 172,225.40
Apr-24	25	107	132	$ 438,885.00	$ 50,375.00	$ 388,510.00
May-24		52	52	$ 175,110.00	$ 22,750.00	$ 152,360.00
Jun-24		49	49	$ 182,570.00	$ 39,000.00	$ 143,570.00
Jul-24		100.3	100.3	$ 345,879.00	$ 52,000.00	$ 293,879.00
Aug-24		69	69	$ 226,545.00	$ 24,375.00	$ 202,170.00
Sep-24		71	71	$ 234,030.00	$ 26,000.00	$ 208,030.00
Oct-24	14	70	84	$ 278,620.00	$ 9,750.00	$ 268,870.00
Nov-24		92	92	$ 295,560.00	$ 26,000.00	$ 269,560.00
Dec-24	2.6	26	28.6	$ 96,798.00		$ 96,798.00
Total 2024	**49.88**	**764.3**	**954.18**	**$ 3,204,559.90**	**$ 371,312.50**	**$ 2,833,247.40**

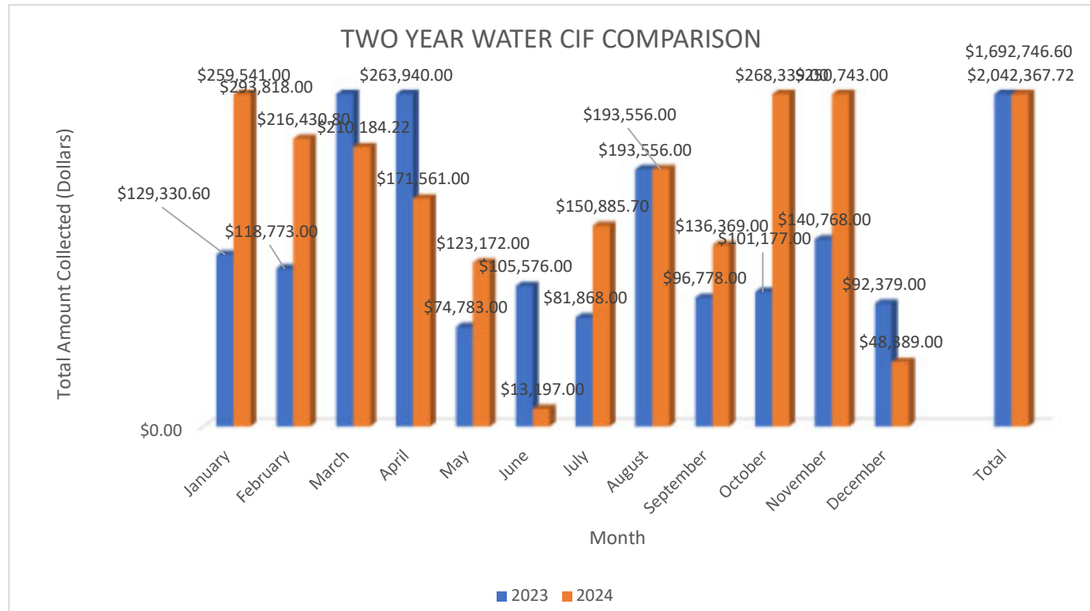


Water CIF Tracking as of January 2, 2025

2023 Capacity Improvement Fee Collections/EDU for Water				
Month	**Commercial**	**Residential**	**Total Number of EDU's**	**Total Water CIF**
Jan-23		30.4	30.4	$ 129,330.60
Feb-23		27	27	$ 118,773.00
Mar-23		81.5	81.5	$ 293,818.00
Apr-23		60	60	$ 263,940.00
May-23		17	17	$ 74,783.00
Jun-23		24	24	$ 105,576.00
Jul-23	24.95	4	28.95	$ 81,868.00
Aug-23		44	44	$ 193,556.00
Sep-23		22	22	$ 96,778.00
Oct-23		23	23	$ 101,177.00
Nov-23		32	32	$ 140,768.00
Dec-23		21	21	$ 92,379.00
Total 2023	**24.95**	**362.9**	**410.85**	**$ 1,692,746.60**

2024 Capacity Improvement Fee Collections/EDU for Water				
Month	**Commercial**	**Residential**	**Total Number of EDU's**	**Total Water CIF**
Jan-24		59	59	$ 259,541.00
Feb-24		49.2	49.2	$ 216,430.80
Mar-24	6.78	41	47.78	$ 210,184.22
Apr-24		39	39	$ 171,561.00
May-24		28	28	$ 123,172.00
Jun-24		3	3	$ 13,197.00
Jul-24		34.3	34.3	$ 150,885.70
Aug-24		44	44	$ 193,556.00
Sep-24		31	31	$ 136,369.00
Oct-24		61	61	$ 268,339.00
Nov-24		57	57	$ 250,743.00
Dec-24		11	11	$ 48,389.00
Total 2024	**6.78**	**396.5**	**464.28**	**$ 2,042,367.72**





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	431.85	1.30	0.45	453,333	3,022

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

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	5,133

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	41.05	2.63
SEPTEMBER	35.37	1.18
OCTOBER	35.46	1.14
NOVEMBER	35.48	1.22
DECEMBER	32.37	1.1
Annual Total	431.85	1.30

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

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

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	-

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	

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

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

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

CHARLES TOWN UTILITY BOARD

Wednesday, January 8, 2025

Regular Meeting

661 South George Street
Charles Town, WV 25414

Chairman Report

CHARLES TOWN UTILITY BOARD

Wednesday, January 8, 2025

Regular Meeting

661 South George Street
Charles Town, WV 25414

January 8, 2025

Attachments:

Board Report 01.08.25.pdf

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT

========== FUND TOTALS ==========		
50	WATER FUND	153,160.49
60	SEWER FUND	287,454.79
	GRAND TOTAL:	440,615.28

TOTAL PAGES: 8

APPROVED BY: _____

APPROVED BY: _____

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT		AMOUNT
	CLLCTN SUPPLIES	SEWER FUND	SEWER		12,269.18
	PMPSTN SUPPLIES	SEWER FUND	SEWER		344.56
	TRMNT &DSPSL SUPPLIES	SEWER FUND	SEWER		1,990.02
	TRAINING	SEWER FUND	SEWER		1,614.00
	UNIFORM EXPENSE	SEWER FUND	SEWER		132.86
	TRANSPORTATION	SEWER FUND	SEWER		124.85
	GENERAL EXPENSE	SEWER FUND	SEWER		195.44
	ADVERTISING	SEWER FUND	SEWER		12.50
				TOTAL:	25,056.94
HD SUPPLY INC	HACH DPD	WATER FUND	WATER		526.36
	PUMP: GH	WATER FUND	WATER		1,495.31
	PUMP	WATER FUND	WATER		1,499.11
	T-PROBE, POOL, pH BUFFER,	SEWER FUND	SEWER		1,145.81
	T-PROBE, POOL, pH BUFFER,	SEWER FUND	SEWER		597.51
	ELECTRODE	SEWER FUND	SEWER		893.59
				TOTAL:	6,157.69
WAKEFIELD & ASSOCIATES INC	DEC COLLECTIONS	WATER FUND	WATER		42.39
	DEC COLLECTIONS	SEWER FUND	SEWER		42.38
	PSD DEC COLLECTIONS	SEWER FUND	SEWER		27.94
				TOTAL:	112.71
MIKE WEAVER	CELL REIMBURSEMENT	WATER FUND	WATER		150.00
				TOTAL:	150.00
STEVE WILLIAMS JR	CELL REIMBURSEMENT	WATER FUND	WATER		150.00
				TOTAL:	150.00
WIRELESS NETWORKS GROUP, INC.	MISC SVCS, DEC	WATER FUND	WATER		250.00
				TOTAL:	250.00
WV ASSOC OF COUNTIES GROUP SELF-INSURA	QUARTERLY	WATER FUND	WATER		21,676.75
	QUARTERLY	SEWER FUND	SEWER		21,676.75
				TOTAL:	43,353.50
ZETA SOLUTIONS, LLC	DELPAC 2500	WATER FUND	WATER		1,566.00
				TOTAL:	1,566.00

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT		AMOUNT
APRIL SHULTZ	CELL REIMBURSEMENT	WATER FUND	WATER		75.00
	CELL REIMBURSEMENT	SEWER FUND	SEWER		75.00
				TOTAL:	150.00
STEPTOE & JOHNSON PLLC	GENERAL EMPLOYER COUNSELIN	WATER FUND	WATER		853.12
	GENERAL ENVIRONMENTAL	SEWER FUND	SEWER		9,140.00
	GENERAL EMPLOYER COUNSELIN	SEWER FUND	SEWER		40.63
				TOTAL:	10,033.75
STH, INC.	MARTINS PS UPGRADE	SEWER FUND	NON-DEPARTMENTAL		45,975.00
				TOTAL:	45,975.00
ASHLEY STOTTLEMYER	CELL REIMBURSEMENT	WATER FUND	WATER		75.00
	CELL REIMBURSEMENT	SEWER FUND	SEWER		75.00
				TOTAL:	150.00
T-MOBILE	MONTHLY CELL SERVICE	WATER FUND	WATER		111.46
	MONTHLY CELL SERVICE	SEWER FUND	SEWER		189.67
				TOTAL:	301.13
GERALD TAYLOR CO., INC.	PUMP / TRANSPORT	WATER FUND	WATER		753.13
	PUMP / TRANSPORT	WATER FUND	WATER		306.44
	PUMP / TRANSPORT	WATER FUND	WATER		1,008.46
	PUMP / TRANSPORT	WATER FUND	WATER		559.69
	TRANSPORT	SEWER FUND	SEWER		1,029.60
	TRANSPORT	SEWER FUND	SEWER		926.64
	SUPERVAC	SEWER FUND	SEWER		1,667.60
	TRANSPORT	SEWER FUND	SEWER		1,029.60
	SUPERVAC	SEWER FUND	SEWER		1,902.70
				TOTAL:	9,183.86
THE CI THORNBURG CO, INC.	SRII METER STRAINER, GASKE	WATER FUND	WATER		475.00
	SRII TRPL	WATER FUND	WATER		7,833.45
	METER TRANSCEIVER	WATER FUND	WATER		7,173.36
	TRANSCEIVER	WATER FUND	WATER		14,616.45
	TRANSCEIVER	WATER FUND	WATER		10,530.00
				TOTAL:	40,628.26
DERICK TITUS	CELL REIMBURSEMENT	SEWER FUND	SEWER		150.00
				TOTAL:	150.00
U.S. BANK	OFFICE SUPPLIES	WATER FUND	WATER		1,387.70
	SUBSCRIPTIONS	WATER FUND	WATER		361.47
	INTAKE SUPPLIES	WATER FUND	WATER		562.90
	WTP SUPPLIES	WATER FUND	WATER		286.31
	GH/CAV SUPPLIES	WATER FUND	WATER		289.88
	MAINT SUPPLIES	WATER FUND	WATER		809.29
	SERVICES MAINT	WATER FUND	WATER		57.41
	TRAINING	WATER FUND	WATER		571.50
	UNIFORM EXPENSE	WATER FUND	WATER		287.22
	TRANSPORTATION	WATER FUND	WATER		39.95
	MISC EXPENSE	WATER FUND	WATER		62.50
	ADVERTISING	WATER FUND	WATER		1,108.27
	PROP, PLANT, EQUIP	SEWER FUND	NON-DEPARTMENTAL		1,171.63
	OFFICE SUPPLIES	SEWER FUND	SEWER		1,016.01
	SUBSCRIPTIONS	SEWER FUND	SEWER		361.49

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	514-150150	WATER FUND	NON-DEPARTMENTAL	71.93
	514-150151	WATER FUND	NON-DEPARTMENTAL	71.93
	514-150158	WATER FUND	NON-DEPARTMENTAL	42.38
	514-150154	WATER FUND	NON-DEPARTMENTAL	13.81
	514-150201	WATER FUND	NON-DEPARTMENTAL	62.66
	706-002290	WATER FUND	NON-DEPARTMENTAL	96.52
			TOTAL:	2,560.43
LOGICAL CONCEPTS, INC	PS MONITORING	SEWER FUND	SEWER	333.00
	PS MONITORING	SEWER FUND	SEWER	7,644.00
	PS MONITORING	SEWER FUND	SEWER	1,216.00
			TOTAL:	9,193.00
PACE ANALYTICAL SERVICES, LLC	TESTING: CT SLURRY	SEWER FUND	SEWER	103.70
	TESTING: CT WKLY	SEWER FUND	SEWER	264.20
	TESTING: CT MNTHLY	SEWER FUND	SEWER	314.90
	TESTING: TUSC MNTHLY	SEWER FUND	SEWER	323.20
	TESTING: ROCKWOOL	SEWER FUND	SEWER	318.70
	TESTING: TUSC WKLY	SEWER FUND	SEWER	142.10
	TESTING: CT WKLY	SEWER FUND	SEWER	264.20
	TESTING: WV0022349/002	SEWER FUND	SEWER	163.10
	TESTING: CT WKLY	SEWER FUND	SEWER	264.20
			TOTAL:	2,158.30
PATTON BUILDING SERVICES INC	CLEANING DEC	WATER FUND	WATER	416.50
	CLEANING DEC	SEWER FUND	SEWER	416.50
			TOTAL:	833.00
PREMIER COMPUTER REPAIRS LLC	MARTINS PS	SEWER FUND	NON-DEPARTMENTAL	9,950.00
	MARTINS PS	SEWER FUND	NON-DEPARTMENTAL	6,170.00
	MARTINS PS	SEWER FUND	NON-DEPARTMENTAL	6,929.00
			TOTAL:	23,049.00
PREMIER RISK MANAGEMENT SOLUTIONS, LLC	STRY CNSLTNG: 12/01 - 12/3	WATER FUND	WATER	746.38
	STRY CNSLTNG: 12/01 - 12/3	SEWER FUND	SEWER	746.38
			TOTAL:	1,492.76
CORPORATION OF RANSON	DEC UT COLLECTIONS	WATER FUND	NON-DEPARTMENTAL	5,193.39
			TOTAL:	5,193.39
OSCAR REYES	CELL REIMBURSEMENT	SEWER FUND	SEWER	150.00
			TOTAL:	150.00
RUMMEL, KLEPPER & KAHL, LLP	TO19 2021 CLLCTNSYSTM PRJC	SEWER FUND	NON-DEPARTMENTAL	7,785.91
			TOTAL:	7,785.91
SHADE EQUIPMENT COMPANY, INC.	SNOW PLOW	SEWER FUND	SEWER	382.95
			TOTAL:	382.95
SHENANDOAH SALES & SERVICE, INC.	SEWER VEHICLE SERVICE	SEWER FUND	SEWER	363.00
	JETTER VEHICLE SERVICE	SEWER FUND	SEWER	303.50
	SEWER VEHICLE REPAIR	SEWER FUND	SEWER	1,375.76
			TOTAL:	2,042.26
ROBBIE SHIPE	CELL REIMBURSEMENT	SEWER FUND	SEWER	150.00
			TOTAL:	150.00

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT		AMOUNT
	HNTWLL AMLEA: THRU 11/30/2	SEWER FUND	SEWER		162.50
				TOTAL:	6,402.50
ROBERT LYNN KERSHNER	SVC CALL WA INTAKE	WATER FUND	WATER		520.00
	SVC CALL RISSLER RD	WATER FUND	WATER		520.00
	SVC CALL TWWTP	SEWER FUND	SEWER		520.00
	SVC CALL TWWTP	SEWER FUND	SEWER		260.00
				TOTAL:	1,820.00
TRAVIS MARKLEY	CELL REIMBURSEMENT	WATER FUND	WATER		75.00
	CELL REIMBURSEMENT	SEWER FUND	SEWER		75.00
				TOTAL:	150.00
MCKINNEY'S AUTO REPAIR	WATER VEHICLE INSPECTION	WATER FUND	WATER		19.00
	SEWER VEHICLE SERVICE	SEWER FUND	SEWER		145.54
				TOTAL:	164.54
METLIFE, INC	CARPER	WATER FUND	WATER		3.92
	AD&D PAYABLE	WATER FUND	WATER		10.67
	LIFE PAYABLE	WATER FUND	WATER		56.76
	LTD PAYABLE	WATER FUND	WATER		339.55
	STD PAYABLE	WATER FUND	WATER		424.27
	AD&D PAYABLE	SEWER FUND	SEWER		10.41
	LIFE PAYABLE	SEWER FUND	SEWER		55.44
	LTD PAYABLE	SEWER FUND	SEWER		304.29
	STD PAYABLE	SEWER FUND	SEWER		380.59
				TOTAL:	1,585.90
SECURITY DEPOSIT REFUNDS	102-000840	WATER FUND	NON-DEPARTMENTAL		55.27
	102-001640	WATER FUND	NON-DEPARTMENTAL		511.63
	103-001575	WATER FUND	NON-DEPARTMENTAL		84.42
	105-001240	WATER FUND	NON-DEPARTMENTAL		49.30
	106-000600	WATER FUND	NON-DEPARTMENTAL		85.95
	108-000150	WATER FUND	NON-DEPARTMENTAL		40.67
	108-000213	WATER FUND	NON-DEPARTMENTAL		67.11
	108-000220	WATER FUND	NON-DEPARTMENTAL		25.03
	108-000221	WATER FUND	NON-DEPARTMENTAL		59.83
	108-000281	WATER FUND	NON-DEPARTMENTAL		65.60
	109-000002	WATER FUND	NON-DEPARTMENTAL		78.28
	109-000004	WATER FUND	NON-DEPARTMENTAL		38.42
	109-000033	WATER FUND	NON-DEPARTMENTAL		54.73
	109-000038	WATER FUND	NON-DEPARTMENTAL		54.77
	109-000039	WATER FUND	NON-DEPARTMENTAL		56.58
	109-000044	WATER FUND	NON-DEPARTMENTAL		83.77
	109-000045	WATER FUND	NON-DEPARTMENTAL		67.35
	109-000047	WATER FUND	NON-DEPARTMENTAL		74.40
	109-000048	WATER FUND	NON-DEPARTMENTAL		59.91
	109-100008	WATER FUND	NON-DEPARTMENTAL		86.25
	109-100176	WATER FUND	NON-DEPARTMENTAL		67.63
	109-100177	WATER FUND	NON-DEPARTMENTAL		53.15
	401-000789	WATER FUND	NON-DEPARTMENTAL		51.61
	203-001370	WATER FUND	NON-DEPARTMENTAL		33.49
	205-000780	WATER FUND	NON-DEPARTMENTAL		61.83
	504-500036	WATER FUND	NON-DEPARTMENTAL		88.51
	514-150148	WATER FUND	NON-DEPARTMENTAL		73.78
	514-150149	WATER FUND	NON-DEPARTMENTAL		71.93

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT		AMOUNT
EAST MOUNTAIN HEALTH PHYSICIANS, INC	VACCINES	WATER FUND	WATER		50.00
	VACCINES	SEWER FUND	SEWER		234.00
				TOTAL:	284.00
EJ USA, INC.	MANHOLE FRAMES & COVERS	SEWER FUND	SEWER		5,019.10
				TOTAL:	5,019.10
ENCOVA INSURANCE	INSTALLMENT	WATER FUND	WATER		1,539.20
	INSTALLMENT	SEWER FUND	SEWER		1,420.80
				TOTAL:	2,960.00
STEVEN FARIAS	CELL REIMBURSEMENT	SEWER FUND	SEWER		150.00
				TOTAL:	150.00
FASTENAL	NYLOCK, THRDLCKR, CAUTTAPE	SEWER FUND	SEWER		130.08
				TOTAL:	130.08
GUTTMAN ENERGY	W/E 12/08/24	WATER FUND	WATER		736.04
	W/E 12/15/24	WATER FUND	WATER		748.54
	W/E 12/22/24	WATER FUND	WATER		554.51
	W/E 12/29/24	WATER FUND	WATER		623.09
	W/E 12/08/24	SEWER FUND	SEWER		1,071.72
	W/E 12/08/24	SEWER FUND	SEWER		223.30
	W/E 12/15/24	SEWER FUND	SEWER		1,020.37
	W/E 12/22/24	SEWER FUND	SEWER		732.05
	W/E 12/22/24	SEWER FUND	SEWER		30.46
	W/E 12/29/24	SEWER FUND	SEWER		1,150.15
				TOTAL:	6,890.23
GWIN DOBSON & FOREMAN INC	WW CLCTN SYS PRJCT	SEWER FUND	NON-DEPARTMENTAL		3,478.44
				TOTAL:	3,478.44
ANDREAS HALE	CELL REIMBURSEMENT	SEWER FUND	SEWER		150.00
				TOTAL:	150.00
HOLTZMAN OIL CORP	CHEVRON RANDO	SEWER FUND	SEWER		110.52
				TOTAL:	110.52
INTELLIPOINT TECHNOLOGIES, LLC	CONTINUITY CARE, OFFSITE B	WATER FUND	WATER		3,305.63
	CONTINUITY CARE, OFFSITE B	SEWER FUND	SEWER		3,305.62
				TOTAL:	6,611.25
IRON MOUNTAIN, INC	SHREDDING, STORAGE	WATER FUND	WATER		562.02
	SHREDDING, STORAGE	SEWER FUND	SEWER		562.01
				TOTAL:	1,124.03
JEFFERSON PUBLISHING COMPANY	12/26 & 1/02 AD: PR & COMM	WATER FUND	WATER		93.95
	12/26 & 1/02 AD: PR & COMM	SEWER FUND	SEWER		93.95
				TOTAL:	187.90
KAY CASTO & CHANEY PLLC	GENERAL: THRU 11/30/24	WATER FUND	WATER		1,218.75
	MIDDLEWAY: THRU 11/30/24	WATER FUND	WATER		325.00
	GRIMES LN: THRU 11/30/24	WATER FUND	WATER		552.50
	CLLCTNSYSTM: THRU 11/30/24	SEWER FUND	NON-DEPARTMENTAL		487.50
	GRNFLDFRCMN: THRU 11/30/24	SEWER FUND	NON-DEPARTMENTAL		2,437.50
	GENERAL: THRU 11/30/24	SEWER FUND	SEWER		1,218.75

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT		AMOUNT
	AUG UTILITIES@ 661 S GEORG	SEWER FUND	SEWER		833.13
	NOV UTILITIES@ 661 S GEORG	SEWER FUND	SEWER		932.02
	OCT UTILITIES@ 661 S GEORG	SEWER FUND	SEWER		816.24
	SEP UTILITIES@ 661 S GEORG	SEWER FUND	SEWER		851.16
				TOTAL:	27,901.19
COMPRESSED AIR SERVICES, INC.	SVC AIR COMPRESSOR	WATER FUND	WATER		853.17
				TOTAL:	853.17
CORE & MAIN	METER IDLER	WATER FUND	WATER		201.78
	FLG ACC SET GSKT	WATER FUND	WATER		119.30
	TAP VLV, VLV BOX W/LID, TA	WATER FUND	WATER		3,609.16
	MTR PIT BULLET, FRAME&COVE	WATER FUND	WATER		3,694.01
	PE TUBE	WATER FUND	WATER		98.00
	CHK VLV	WATER FUND	WATER		702.54
	CHK VLV	WATER FUND	WATER		702.54
	SS BAND	WATER FUND	WATER		313.36
	SETTER	WATER FUND	WATER		2,199.62
	SETTER	WATER FUND	WATER		2,199.62
	MIPXPJCTS	WATER FUND	WATER		150.50
	MIPXPJCTS	WATER FUND	WATER		150.50
	DIP, GSKT	SEWER FUND	SEWER		329.06
	INCREASER GXSP	SEWER FUND	SEWER		129.35
	PVC SDR35, SPXHUB	SEWER FUND	SEWER		270.57
				TOTAL:	14,869.91
COYNE CHEMICAL	AMMONIUM SULFATE 40% NSF	WATER FUND	WATER		1,586.00
	CP - 837	WATER FUND	WATER		4,616.00
	PRAESTOL K 148 L-VA	SEWER FUND	SEWER		5,892.50
	ZETAG 8868 FS	SEWER FUND	SEWER		4,039.56
	CES PACL 2000	SEWER FUND	SEWER		24,431.55
	ZETAG 8868 FS	SEWER FUND	SEWER		10,225.89
				TOTAL:	50,791.50
WILLIAM CROSS	CELL REIMBURSEMENT	SEWER FUND	SEWER		150.00
				TOTAL:	150.00
CRYSTAL SPRINGS	MNTHLY SVC@ 661 S GEORGE S	WATER FUND	WATER		82.94
	MNTHLY SVC@ 661 S GEORGE S	SEWER FUND	SEWER		82.93
				TOTAL:	165.87
CUMMINS, INC	TRBLSHT WA INTKE ISSUE	WATER FUND	WATER		1,426.21
	PM: CAPERTON DR	SEWER FUND	SEWER		350.56
	PM: ODEN DR	SEWER FUND	SEWER		350.56
				TOTAL:	2,127.33
DECKER & COMPANY, PLLC	BOND REVIEW & ARBITRAGE	SEWER FUND	SEWER		1,000.00
				TOTAL:	1,000.00
DEWBERRY ENGINEERS INC	TO8 WATER MODEL UPDATE	WATER FUND	NON-DEPARTMENTAL		3,195.00
				TOTAL:	3,195.00
WV DEPT OF HEALTH & HUMAN SERVICES	BACTERIOLOGICAL TEST	WATER FUND	WATER		138.00
	BACTERIOLOGICAL TEST	WATER FUND	WATER		115.00
				TOTAL:	253.00

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT		AMOUNT
A & H EQUIPMENT CO	PORTABLE SWR CMRA REPAIR	SEWER FUND	SEWER		6,738.01
				TOTAL:	6,738.01
ALS GROUP USA CORP	TESTING: CAV	WATER FUND	WATER		23.00
				TOTAL:	23.00
ALVAREZ CONTRACTORS, INC	WWTP PROJECT	SEWER FUND	NON-DEPARTMENTAL		33,105.38
				TOTAL:	33,105.38
AMERIGAS PROPANE LP	TANK RENTAL: DEERFIELD	SEWER FUND	SEWER		136.81
				TOTAL:	136.81
ARDEN EQUIPMENT REPAIR, INC.	MOWER SVC	SEWER FUND	SEWER		773.81
	MOWER SVC	SEWER FUND	SEWER		477.22
				TOTAL:	1,251.03
NEAL O NILSEN	OFFICE OUTLOOK	WATER FUND	WATER		437.50
	EXCHANGE - REIMBURSEABLE	WATER FUND	WATER		722.94
	EXCHANGE ONLINE	WATER FUND	WATER		75.00
	CTUB ZOOM	WATER FUND	WATER		525.25
	LABOR	WATER FUND	WATER		1,412.50
	MISC CABLES, ADAPTERS	WATER FUND	WATER		48.37
	OFFICE OUTLOOK	SEWER FUND	SEWER		437.50
	EXCHANGE - REIMBURSEABLE	SEWER FUND	SEWER		722.93
	EXCHANGE ONLINE	SEWER FUND	SEWER		75.00
	CTUB ZOOM	SEWER FUND	SEWER		525.25
	LABOR	SEWER FUND	SEWER		1,412.50
	MISC CABLES, ADAPTERS	SEWER FUND	SEWER		48.37
				TOTAL:	6,443.11
AUTOCRAFT GROUP INC	LIGHT PACKAGE	SEWER FUND	SEWER		3,178.00
	LIGHT PACKAGE	SEWER FUND	SEWER		3,178.00
				TOTAL:	6,356.00
AUTOZONE	SEWER VEHICLE BATTERY	SEWER FUND	SEWER		189.99
	CRANES LN PS BATTERY	SEWER FUND	SEWER		145.11
				TOTAL:	335.10
BIEDLER'S ELECTRIC MOTOR REPAIR, INC.	HUNTFIELD PS REPAIRS	SEWER FUND	SEWER		8,475.00
				TOTAL:	8,475.00
CONSOLIDATED ELECTRICAL DISTRIBUTORS,	24V I/O MODULE	WATER FUND	WATER		434.58
				TOTAL:	434.58
CITY ELECTRIC SUPPLY CO	FINDER	SEWER FUND	SEWER		205.00
				TOTAL:	205.00
CITY NATIONAL BANK	LOCKBOX SVCS: DEC	WATER FUND	WATER		113.48
	LOCKBOX SVCS: DEC	SEWER FUND	SEWER		113.48
				TOTAL:	226.96
CITY OF CHARLES TOWN	UB COLLECTIONS DEC	WATER FUND	NON-DEPARTMENTAL		21,036.09
	AUG UTILITIES@ 661 S GEORG	WATER FUND	WATER		833.12
	NOV UTILITIES@ 661 S GEORG	WATER FUND	WATER		932.02
	OCT UTILITIES@ 661 S GEORG	WATER FUND	WATER		816.25
	SEP UTILITIES@ 661 S GEORG	WATER FUND	WATER		851.16

CHARLES TOWN UTILITY BOARD

Wednesday, January 8, 2025

Regular Meeting

661 South George Street
Charles Town, WV 25414

Next Meeting - January 22, 2025 at 4:00 P.M.