

Water & Sanitary Board Agenda
Thursday, April 28, 2022
12:30 p.m.
Shepherdstown Community Club
102 E. German Street
Shepherdstown, WV 25443
Masks - Optional

1. Call to Order
2. Review and approval of Draft Water and Sanitary Board Minutes of March 24, 2022
3. Visitors – Application for new member – Water Board – Sylke Knuppel
4. Finances
 - a. Financial Statements – Discussion
5. Flow and Quality Reports
 - a. (1) Water – Reports – information item
 - b. (2) Sewer – Reports - information item
6. Unfinished Business
 - a. Sewer Use Ordinance – Revision and comments – Spring, 2022
 - b. Water Plant Improvement Project – Jeff Ekstrom to report
 - c. Update on Water Distribution Project – Jeff Ekstrom
7. New Business
 - a. Sheetz Store – Approval of Step II - Alternate Mainline Extension Agreement – To be sent to PSC
 - b. Lead and Copper/CCR/Violations – Woody Coe to report
 - c. Renewal of Colonial Hills Phase III – Water and Sewer application
 - d. Purchase of Gate – WWTP (Estimates enclosed) – send to Public Works – May, 2022
8. Mayor's Report
9. Next meeting date – May 2022
10. Summarize Action Items from this meeting
11. Draft Agenda for next meeting
12. Adjournment

DRAFT MINUTES
CORPORATION OF SHEPHERDSTOWN, WEST VIRGINIA
WATER & SANITARY BOARDS

March 24, 2022

ATTENDEES: Water Board – J. Auxer (Mayor), J. Bresland, J. Ford, M. Godfrey, S. Kemnitzer (Chair), C. Stroeck

Sanitary Board – J. Auxer (Chair), H. Heyser (via phone)

Town Staff –B. Bennett, C. Coe, K. Shipley, F. Welch

Visitors: Sylke Knuppel

1. **CALL TO ORDER.**

The Water and Sanitary Boards meeting was called to order by J. Auxer at 12:32 p.m.

2. **MINUTES FROM PRIOR MEETING.**

The proposed minutes of the February 23, 2022, regular meeting were reviewed and approved as submitted.

3. **VISITORS.**

S. Knuppel introduced herself. She works as a Civil Engineer, has resided in the Shepherdstown area for 4 years and is a Water customer.

4. **FINANCES.** Financial Statements Discussion

J. Auxer explained that the accounting consultant (Dana Fogle) has estimated that the financial statements will be fully reconciled by the end of May.

S. Kemnitzer asked what her process was. J. Ford stated that there was no special process but that she has reconciled all the outstanding transactions, whereas some of the transactions had been unreconciled in the past.

M. Godfrey stated that there are several layers of detail missing from the latest reports that are useful and that we have been used to seeing.

S. Kemnitzer suggested some format changes that she would find useful.

J. Auxer suggested that M. Godfrey and S. Kemnitzer send their changes to him and that he would pass them along to D. Fogle at their next meeting. J. Ford suggested that, if possible, M. Godfrey and/or S. Kemnitzer should attend the meeting and present their requests in person.

S. Kemnitzer asked that we have an agenda item on next month's agenda to have a detailed discussion of the FY 2022/2023 budget.

M. Godfrey noted that the Water income on the latest reports is significantly above expenses. F. Welch stated that it might not be as it appears since there have been several significant expense items in recent months not shown on the finance report.

S. Kemnitzer asked if the recent reconciliation had uncovered anything worrisome. J. Ford stated that one worrisome thing came up: the consultant informed us that some accounts had not been reconciled since April of 2021.

5. **FLOW AND QUALITY REPORTS.**
- 5.a **WATER - NO VIOLATIONS.**
C. Coe reported that things were working well in general and that all readings were less than maximum allowable levels.
- 5.b. **SANITARY REPORTS – NO VIOLATIONS.**
K. Shipley reported that everything was going well but that the current reports were not available because the lab did not deliver them due to Covid issues.
6. **UNFINISHED BUSINESS.**
- 6.a **SEWER USE ORDINANCE – REVISION AND COMMENTS - SPRING 2022.**
H. Heyser reported that no progress has been made on this effort.
- 6.b **WATER PLANT IMPROVEMENT PROJECT - JEFF EKSTROM TO REPORT.**
C. Coe reported for J. Ekstrom that the project is on schedule. Currently the plant is intermittently running at half capacity so that work can proceed on the idled portion of the plant. To date they have had no difficulty meeting their required output.
- C. Coe reported that the aging plant fence (40+ years) is causing problems. Project has \$13K allocated for repairing sections of the fence that the contractors have had to disassemble but the condition of the fence has made it impossible to repair. C. Coe suggested that we should remove the requirement for the contractor to repair the fence (also remove the \$13K from the contract) and plan to rebuild the entire fence ourselves at an estimated cost of \$31K. J. Bresland and S. Kemnitzer stated that they agreed with that decision and there was no disagreement.
- M. Godfrey stated that he recently toured the plant and was impressed with effort and results of the project.
- 6.c **UPDATE ON WATER DISTRIBUTION PROJECT - JEFF EKSTROM TO REPORT.**
J. Auxer reported in J. Ekstrom's absence. He stated that the \$2Million Congressional grant has been approved. It requires a 25% match from Water, which is currently available from capacity fees.
- S. Knuppel asked if this project was considered maintenance or upgrade. F. Welch responded that it will be mainly upgrade - specifically upgrading the capacity delivered to Mecklenburg Heights in order to provide capacity required for fire hydrants.
- S. Kemnitzer asked if there would be any special accounting requirements. J. Auxer stated that we are still waiting to get information as to how to administer the grant.
7. **NEW BUSINESS.**
- 7.a **SHEPHERD VIEW APTS - APPROVAL OF STEP II - HOY SHINGLETON WORKING ON ALTERNATE MAINLINE EXTENSION AGREEMENT - TO BE SENT TO PSC.**
F. Welch stated that the Alternate Mainline Extension Agreement is the only outstanding issue, that H. Shingleton had submitted it to the PSC and expects to hear from them in about 1 month.
- 7.b **SHEETZ STORE - APPROVAL OF STEP II - HOY SHINGLETON WORKING ON ALTERNATE MAINLINE EXTENSION AGREEMENT - TO BE SENT TO PSC.**
K. Shipley explained that all water lines have been completed and that 52 of the 62 feet of drilling under Route 45 required to connect the sewer line to the existing system have been completed.
- F. Welch stated that H. Shingleton is preparing to send the Alternate Mainline Extension Agreement to the PSC.
8. **MAYOR'S REPORT.**

C. Coe explained that he and M. Godfrey were working together to audit the Lead and Copper Rule project being executed by 120Water. They have a meeting scheduled with the contractor next week to define responsibilities.

S. Kemnitzer stated that there was a need to inform customers of this project. C. Coe stated that there was a plan to send informative postcards to the customer base.

M. Godfrey explained that to execute this project we need a GIS tool in order to accurately map the existing system. C. Coe stated that we had solicited bids and, to date, have received only 1 response.

9. **NEXT MEETING DATE.**

Thursday, April 28, 2022, at 12:30PM at the Community Club.

10. **SUMMARIZE ACTION ITEMS FROM THIS MEETING.**

As per S. Kemnitzer's request we should have an agenda item on next month's agenda to have a detailed discussion of the budget.

11. **DRAFT AGENDA FOR NEXT MEETING.**

12. **ADJOURNMENT.** J. Auxer adjourned the meeting at 1:33 p.m.

Respectfully Submitted: J. Ford



BOARDS AND COMMISSIONS APPLICATION

*Please write at least a paragraph for the sections that ask for a description
(attach additional sheets if necessary).*

You are also welcome to submit a résumé.

Name: ☐ Mr. ☒ Ms. Sylke Knuppel Address: 122 Juniper Drive, Shepherdstown

Phone numbers – Home: N/A Work: 240-296-1574 Cell: 240-401-7360

Email address: sylke16@aol.com Employer: Christopher Consultants, Ltd

Occupation: Vice President, Maryland Operations

Which board/commission would you like to serve on? Water Board

Please describe your background and education.

I have over 27 years of experience in entitlement, engineering design, and project planning in the Washington DC metro area. I have both a Bachelor's and Master's degree in Civil Engineering from Johns Hopkins University and I am a licensed engineer in the State of Maryland.

I recently joined christopher consultants as Vice President of the Maryland Division. Christopher is a surveying, land planning, and engineering firm with offices in Maryland and Virginia. My role is managing and growing the Maryland division. Throughout my career I have managed large mixed-use projects and design consultant teams on behalf of property owners and developers, having worked on both the development and consultant side of the business.

Please describe your experience and any special training you may have that apply to this board/commission.

As a life-long professional that has worked in the design, entitlement and construction of new communities I have extensive experience in land development and infrastructure design. I have worked across multiple jurisdictions and have experience with engineering design regulations and policies from those various jurisdictions. I have experience managing large, complex projects, solving complex development problems, and have worked with local, state, and federal level authorizing agencies, as well as participated in community public meetings.

Hopefully, I could add a useful perspective/ voice to the Board.

Please describe your motivation for serving on this board/commission.

My motivation in serving on the Board is to provide an educated perspective to activities and issues that the Shepherdstown community encounters with the objective of providing service to the residents of the community. I truly enjoy what I do, and would like the opportunity to give back to my community.

Please describe what you know about this board/commission.

From visiting the website and observing the March meeting as a resident, the board's main mission is to ensure a safe and abundant water supply to the community in the most cost-effective manner. The Board helps provide guidance and direction for Staff as it relates to budget and priority decisions for the town. The Board also helps ensure that the town's water supply is in compliance with regulation changes and that funds are sought when significant improvements are required.

How did you hear about this board/commission?

Referral from Sue Kemnitzer and general awareness of the local government organization as a resident.

Please provide two personal or professional references (include name and phone number).

Sue Kemnitzer, Board member, 571-331-4832
Griffin Benton, Maryland Building Industry Association, 443-370-9592
Jeff Smith, christopher consultants, 703-927-4164
Michael Goodman, VIKa, 301-233-8234

Signature: Sylke Knuppel, PE

Digitally signed by Sylke Knuppel, PE
DN: C=US, E=sylkeknuppel@sch-ing.com,
CN=Sylke Knuppel, PE
Date: 2022.04.14 09:50:48-04'00'

Date submitted: 4/14/2022

Please type in your answers and submit the completed form by hand, mail, fax or email to:

*Town Clerk's Office
104 North King Street
P.O. Box 248
Shepherdstown, West Virginia 25443-0248
304-876-1473 (fax)
clerk@shepherdstown.us*

For additional information, or to request a hard copy of the application, please call 304-876-2398.

February 2022 Monthly Reports

	Avg.		Max		Avg. Allowed	Max Allowed		Avg. Lbs.	Max Lbs.		Yearly Lbs.	Yearly Lbs. Allowed
Flow	0.3041	Mgd	0.4100	Mgd	0.6670	Rpt Only		N/A	N/A	N/A		
BOD	2.0	Mg/l	2.0	Mg/l	30		60	5.14	5.14	167	334	
TSS	1.5	Mg/l	1.5	Mg/l	30		60	3.85	3.85	167	334	
TKN	1.10	Mg/l	1.60	Mg/l	3		6	2.62	3.64	17	33	
Fecal	20	Cnts/100 MI	20	Cnts/100 MI	200		400	N/A	N/A	N/A		
Total N	1.57	Mg/l	2.50	Mg/l	Rpt Only	Rpt Only		N/A	111.51	N/A	507	408.44
Total P	0.015	Mg/l	0.028	Mg/l	Rpt Only	Rpt Only		N/A	1.07	N/A	50.7	6.56
Copper	<0.0037	Mg/l	<0.0037	Mg/l	0.0094		0.0212	N/A	N/A	N/A		
Zinc		Mg/l		Mg/l	Rpt Only	Rpt Only		N/A	N/A	N/A		
Lead		Mg/l		Mg/l	Rpt Only	Rpt Only		N/A	N/A	N/A		
Aluminum		Mg/l		Mg/l	Rpt Only	Rpt Only		N/A	N/A	N/A		
Chloride		Mg/l		Mg/l	Rpt Only	Rpt Only		N/A	N/A	N/A		
Total Hardness		Mg/l		Mg/l	Rpt Only	Rpt Only		N/A	N/A	N/A		
PH	7.2	S.U.	7.2	S.U.	Min Allowed	Max Allowed		N/A	N/A	N/A	N/A	
					6.5	8.5						

Field Name	Applied This Month		Year to Date Applied		Loads	Percent Solids	2 Hr PH	24 Hr PH
Landfill	13.8699	Tons	20.9799	Tons	12	21.0		
Olcott Field 2		Tons		Tons				
Olcott Field 3		Tons		Tons				
Olcott Field 4		Tons		Tons				
Olcott Field 6		Tons		Tons				
Blair-Carter Field 1		Tons		Tons				
Blair-Carter Field 3		Tons		Tons				
Blair-Carter Field 4		Tons		Tons				
Willard Field 1		Tons		Tons				
Willard Field 3		Tons		Tons				
Willard Field 4		Tons		Tons				
Colbert Field 3		Tons		Tons				
Colbert Field 4		Tons		Tons				
Oakley Field 2		Tons		Tons				
Putz Field 2		Tons		Tons				

SUMMARY OF WASTE WATER TREATMENT PLANT OPERATIONS

Month		February		Year		2022		Plant		Shepherdstown W.W.T.P.		City		Shepherdstown		Operator		Kenny Shipley							
		INFLUENT WASTEWATER												DIGESTERS		ACTIVATED SLUDGE		EFFLUENT TEMP.				PLANT EFFLUENT			
Date	Rainfall (inches)	TSS (mg/l)	BOD ₅ (mg/l)	Flow (mgd)	Temp (F°)	pH	Grit and Screening (cf)	Sludge Added (gal)	Removed (gal)	M.L.S.S.	Degrees Celsius	TSS (mg/l)	BOD ₅ (mg/l)	Fecal Coll (per 100 ml)	DO (mg/l)	pH	TKN (mg/l)	Total N (mg/l)	Total P (mg/L)						
1				0.2726				20000	13177									1.60	2.50	<0.01					
2	0.01			0.2709				20000	13177																
3	0.69			0.4100				40000	13177																
4	0.28			0.3748			8	40000	13177																
5				0.2897				40000																	
6				0.2989				40000																	
7		350	255	0.3080				40000	13177			1.5	<2.0		20	7.2	0.75	1.10	<0.01						
8				0.3067				40000	13177	9234															
9				0.3158				48000	13177																
10				0.4003				48000	13177																
11				0.3032				48000	13177																
12				0.3105				24000																	
13	0.01			0.2904				24000																	
14				0.2896				20000	13177								0.54	1.10	<0.01						
15				0.2923				20000	13177																
16				0.3016				48000	13177																
17	0.23			0.3081				48000	13177																
18	0.09			0.2798			9	48000	13178																
19				0.3302				48000																	
20				0.2682				48000																	
21				0.2708				16000	13177								<1.52	1.56	0.028						
22	0.08			0.3014				24000	13177	9428															
23	0.27			0.2886				24000	13177																
24	0.28			0.2606				40000	13177																
25				0.3403			8	40000	13177																
26				0.2846				40000																	
27				0.2700				40000																	
28				0.2780				20000	13178																
29																									
30																									
31																									
Total	1.94	350	255	8.5159			25	996000	263642	18662		1.5	<2.0		20	7.2	2.89	6.26	0.028						
Average	0.22	350	255	0.3041			8.3	35571	13177	9331		1.5	<2.0		20	7.2	1.10	1.57	0.028						
Minimum	0.01	350	255	0.2606			8	16000	13177	9234		1.5	<2.0		20	7.2	0.54	1.10	0.028						
Maximum	0.69	350	255	0.4100			9	48000	13178	9428		1.5	<2.0		20	7.2	1.60	2.50	0.028						

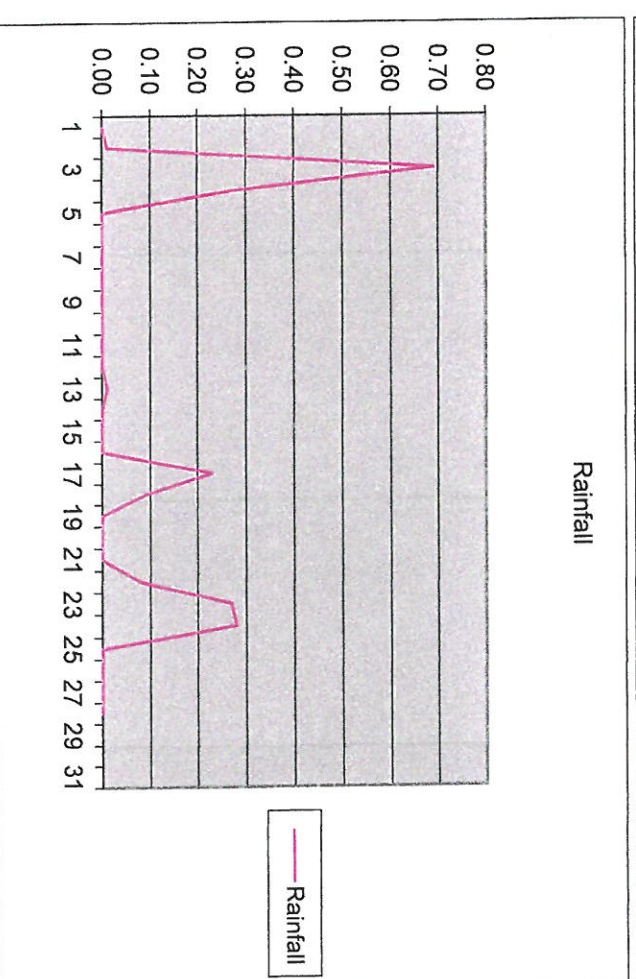
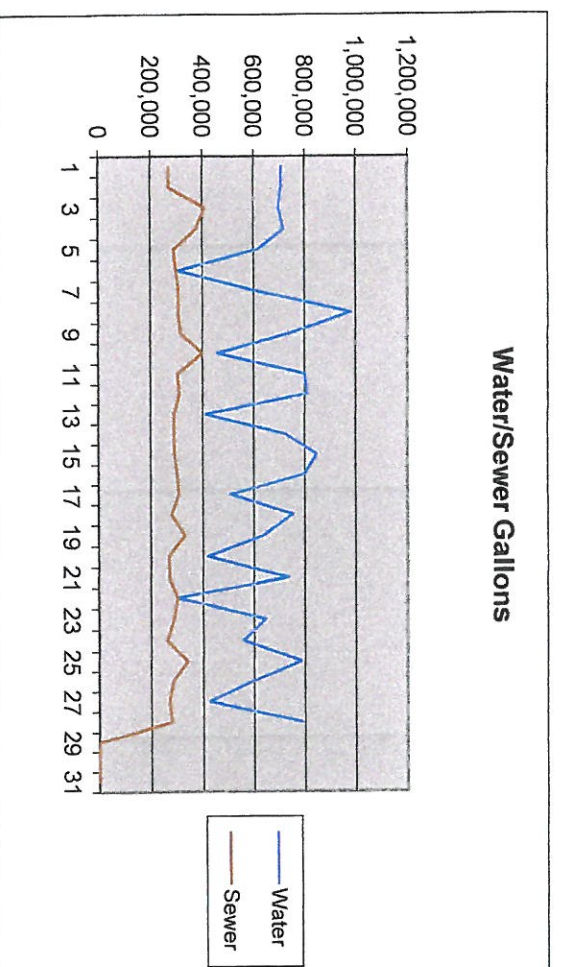
MAIL ONE COPY EACH TO:

Office of Environmental Health Services
 Certification & Training Program
 350 Capitol Street, Room 313
 Charleston WV 25301-1798

Division of Environmental Protection
 ATTN: Municipal Branch
 601-57th Street
 Charleston, WV 25304

Water/Sewer Flows February 2022

Date	Water	Sewer	RainFall
1	709,500	272,600	0.00
2	708,200	270,900	0.01
3	698,300	410,000	0.69
4	718,500	374,800	0.28
5	618,100	289,700	0.00
6	306,200	298,900	0.00
7	620,000	308,000	0.00
8	983,000	306,700	0.00
9	746,100	315,800	0.00
10	460,200	400,300	0.00
11	801,600	303,200	0.00
12	808,400	310,500	0.00
13	409,200	290,400	0.01
14	723,300	289,600	0.00
15	845,400	292,300	0.00
16	799,400	301,600	0.00
17	508,900	308,100	0.23
18	754,100	279,800	0.09
19	638,500	330,200	0.00
20	420,600	268,200	0.00
21	737,400	270,800	0.00
22	302,500	301,400	0.08
23	646,800	288,600	0.27
24	559,600	260,600	0.28
25	787,100	340,300	0.00
26	598,800	284,600	0.00
27	426,200	270,000	0.00
28	790,600	278,000	0.00
29		-	
30		-	
31		-	
Avg.	647,375	274,706	0.07



MONTHLY COMBINED FILTER EFFLUENT TURBIDITY REPORT

Required for Surface/GWUDI Systems

PWSID NUMBER: WV 3301933

MONTH/YEAR: March 2022

SYSTEM TYPE:(Check One) ☒ Surface

GWUDI

SYSTEM NAME: Shepherdstown Water

PHONE NUMBER

304-876-2394

COUNTY

Jefferson

Please report NTU values to two decimal places (0.00)

DATE	TIME	NTU	TIME	NTU	TIME	NTU	TIME	NTU	TIME	NTU	#<=0.3	#>0.3	REMARKS
1	6am	0.060	10am	0.050	2pm	0.050	6pm	0.050			4		
2	6am	0.060	10am	0.050	2pm	0.050	6pm	0.050			3		
3	6am	0.040	10am	0.050	2pm	0.050	6pm	0.050			4		
4	6am	0.050	10am	0.040	2pm	0.040	6pm	0.050			4		
5	6am	0.050	10am	0.040	2pm	0.040	6pm	0.040			4		
6	6am	0.050	10am	0.040	2pm	0.040	6pm	0.040			4		
7	6am	0.050	10am	0.050	2pm	0.040	6pm	0.050			2		
8	6am	0.050	10am	0.050	2pm	0.050	6pm	0.050			4		
9	6am	0.050	10am	0.060	2pm	0.050	6pm	0.050	10pm	0.050	5		
10	6am	0.050	10am	0.050	2pm	0.070	6pm	0.060			2		
11	6am	0.050	10am	0.050	2pm	0.050	6pm	0.050			4		
12	6am	0.060	10am	0.060	2pm	0.060	6pm	0.050			4		
13	6am	0.060	10am	0.060	2pm	0.060	6pm	0.060			3		
14	6am	0.060	10am	0.070	2pm	0.070	6pm	0.110			2		
15	6am	0.070	10am	0.070	2pm	0.070	6pm	0.090			4		
16	6am	0.090	10am	0.070	2pm	0.070	6pm	0.070			4		
17	6am	0.090	10am	0.070	2pm	0.070	6pm	0.070			4		
18	6am	0.070	10am	0.060	2pm	0.060	6pm	0.070			4		
19	6am	0.070	10am	0.080	2pm	0.070	6pm	0.080			4		
20	6am	0.070	10am	0.080	2pm	0.080	6pm	0.070			4		
21	6am	0.070	10am	0.070	2pm	0.070	6pm	0.070			3		
22	6am	0.080	10am	0.080	2pm	0.070	6pm	0.080			4		
23	6am	0.080	10am	0.080	2pm	0.070	6pm	0.080	10pm	0.080	4		
24	6am	0.080	10am	0.070	2pm	0.080	6pm	0.080			5		
25	6am	0.090	10am	0.070	2pm	0.070	6pm	0.070			4		
26	6am	0.080	10am	0.080	2pm	0.090	6pm	0.090			4		
27	6am	0.090	10am	0.080	2pm	0.080	6pm	0.090			4		
28	6am	0.090	10am	0.090	2pm	0.090	6pm	0.090			3		
29	6am	0.100	10am	0.100	2pm	0.080	6pm	0.090			4		
30	6am	0.090	10am	0.090	2pm	0.090	6pm	0.090			4		
31	6am	0.080	10am	0.080	2pm	0.070	6pm	0.070			4		

*Slow sand: use 1 NTU in lieu of 0.3 NTU & diatomaceous earth; other filtration technologies as directed by agency

**Slow sand and diatomaceous earth; use 5 NTU in lieu of 1 NTU; other filtration technologies as directed

Total # of Samples

115

% <= 0.3 NTU x 100*

100%

Readings over 1 NTU** 0

GRAND TOTAL

Highest single turbidity reading 0.110

Lowest single turbidity reading 0.040

I certify the values recorded above are true and accurate to the best of my knowledge.

CERTIFIED BY: Charles Coe

(Certified Operator Printed Name Required)

(Certified Operator Signature Required)

Certification # WVOP01358

Exp. Date

3/31/2024

Date:

Certification Class III

Complete and return within 10 days after the end of the month to:
WV Office of Environmental Health Services - Data Management
350 Capitol Street, Room 313, Charleston, WV 25301-3713
Phone: (304) 558-2981 FAX: (304) 558-0139

INDIVIDUAL FILTERS

If filter method is other than direct or conventional, please specify
(Please note, direct or conventional methods are required to complete the form below)

(diatomaceous earth, slow sand, other)

1. Was each filter monitored continuously?

☒ Yes

☐ No

2. Were measurements recorded every 15 minutes?

☒ Yes

☐ No

3. Was there a failure of continuously turbidity monitoring equipment?

☐ Yes

☒ No

4. Were individual filter levels greater than 1.0 NTU in two consecutive measurements?

☐ Yes

☒ No

5. Were individual filter levels greater than 0.5 NTU in two consecutive measurements after online for more than four hours?

☐ Yes

☒ No

6. Were individual filter levels greater than 1.0 NTU in two consecutive measurements in three consecutive months?

☐ Yes

☒ No

7. Were individual filter levels greater than 2.0 NTU in two consecutive measurements in two consecutive months?

☐ Yes

☒ No

FILTER NUMBER	n/a
TURBIDITY MEASUREMENTS	n/a
DATE(S) AND TIME(S)	n/a

I certify the information recorded above is true and accurate to the best of my knowledge.

CERTIFIED BY: Charles Coe

Operator Printed Name Required

CERTIFIED BY: _____

Operator Signature Required

Date: _____

Certification # WVOP01358

Exp. Date 3/31/2024

Certification Class III

CONTINUOUS MONITORING

MONTHLY CHLORINE RESIDUAL REPORT - Required Surface and GUDI Sources

Required for Surface/GWUDI Systems

PWSID NUMBER: WV 3301933MONTH/YEAR: March 2022SYSTEM TYPE:(Check One) ☒ Surface ☐ GWUDISYSTEM NAME Shepherdstown Water PHONE NUMBER (304) 876-2394 COUNTY jefferson

Please report Chlorine Residual values to one decimal places (0.0)

DATE	TIME	CL. RES.	TIME	CL. RES.	TIME	CL. RES.	TIME	CL. RES.	TIME	CL. RES.	TIME	CL. RES.	TOTAL
1													
2													
3													
4													
5													
6													
7													
8													
9													
10													
11													
12													
13													
14													
15													
16													
17													
18													
19													
20													
21													
22													
23													
24													
25													
26													
27													
28													
29													
30													
31													
# of Samples under 0.2 mg/l(free chlorine residual) <u>0</u>													Total # of Samples Taken

I certify the values recorded above are true and accurate to the best of my knowledge.

CERTIFIED BY: Charles Coe
(Certified Operator Signature required)

(Certified Operator Signature required)

Date: _____

Certification #: WVOP01358Exp. Date March 31, 2024Certification Class III

Complete and return within 10 days after the end of the month to:
 WV Office of Environmental Health Services - Data Management
 350 Capitol Street, Room 313, Charleston, WV 25301-3713
 Phone: (304) 558-2981 FAX: (304) 558-0139

QUARTERLY OPERATIONAL REPORT
DISINFECTION BYPRODUCT
PRECURSORS CONTROL
(GWUDI)

PWSID NUMBER: **WV 3301933**

(Required)

QUARTER/YEAR **1st 2022**System Name **Shepherdstown Water**County **Jefferson**

Treatment Plant Name _____

Month	Source Water		Treated Water TOC (mg/L)	(A) Actual % TOC Removal	(B) Required% TOC Removal	(C) Removal Ratio (A) / (B)	Basis for Required % Removal
	ALK (mg/L)	TOC (mg/L)					
MAR	52.0	1.6	0.9	47%		1.0	
FEB	69.0	2.3	1.0	58%	25%	2.3	
JAN	60.0	2.4	1.4	42%	35%	1.2	
DEC	100.0	2.1	1.2	43%	25%	1.7	
NOV	132.0	4.0	2.2	45%	15%	3.0	
OCT	151.0	2.0	1.4	30%	25%	1.2	
SEP	111.0	3.0	2.0	33%	25%	1.3	
AUG	95.0	2.3	1.6	30%	25%	1.2	
JUL	107.0	2.0	1.6	20%	25%	0.8	
JUN	86.0	3.0	2.3	23%	25%	0.9	
MAY	61.0	2.4	1.6	33%	25%	1.3	
APR	54.0	2.7	1.3	52%	35%	1.5	
Total	1078.0	29.8	18.4	4.6	2.9	17.5	
Annual Average	89.8	2.5	1.5	0.4	0.3	1.5	

CERTIFIED BY:

Charles Coe

(Certified Operator's Printed Name Required)

Date: _____

(Certified Operator's Signature Required)

Certification #

WVOP01358Exp. Date March 31, 2024

Certification Class

III

Telephone Number

3048762394

Complete and return within 10 days after the end of the quarter to:

WV Office of Environmental Health Services RD&C Unit

350 Capitol Street, Room 313, Charleston, WV 25301-3713

Phone: (304) 558-2981 FAX: (304) 558-0139

FLUORIDATION REPORT **MONTHLY SUMMARY OF OPERATION**

PWSID NUMBER: WV

3301933

(Required)

MONTH/YEAR: March 2022

SYSTEM TYPE:(Mark One)

Ground

☒

Surface

Ground Water Under the Influence of Surface Water

SYSTEM NAME Shepherdstown WaterPHONE NUMBER 876-2394COUNTY JeffersonFLUORIDE CHEMICAL USED: HYDROFLUOSILICIC ACIDPURITY: 23.5%

DATE	GALLONS OF WATER TREATED*	POUNDS/GAL OF CHEMICALS USED	ANALYTICAL RESULTS (mg/L)	
			PLANT EFFLUENT	DISTRIBUTION SYSTEM
1	644700.00	13.00	0.72	0.75
2	602800.00	14.00	0.76	0.68
3	637400.00	15.00	0.68	0.66
4	619200.00	15.00	0.79	0.77
5	615400.00	15.00	0.51	0.50
6	350600.00	8.00	0.64	0.60
7	766200.00	15.00	0.66	0.83
8	804500.00	14.00	0.58	0.78
9	332100.00	7.00	0.75	0.70
10	758100.00	18.00	0.70	0.68
11	768800.00	12.00	0.74	0.64
12	564900.00	8.00	0.23	0.55
13	343400.00	8.00	0.79	0.63
14	770700.00	18.00	0.84	0.66
15	635700.00	13.00	0.81	0.73
16	634000.00	15.00	0.78	0.73
17	718600.00	17.00	0.84	0.74
18	697900.00	17.00	0.79	0.75
19	670200.00	16.00	0.64	0.60
20	543900.00	12.00	0.86	0.68
21	755900.00	18.00	0.78	0.74
22	569400.00	13.00	0.70	0.69
23	627500.00	13.00	0.67	0.72
24	573300.00	14.00	0.65	0.62
25	591900.00	14.00	0.78	0.71
26	636800.00	15.00	0.74	0.69
27	457300.00	10.00	0.75	0.70
28	800100.00	18.00	0.84	0.81
29	613700.00	14.00	0.72	0.75
30	461400.00	11.00	0.70	0.60
31	726100.00	16.00	0.68	0.57
TOTAL	19,292,500.00	426.00	22.12	21.26
AVERAGE	622,338.71	13.74	0.71	0.69
HIGHEST READING			0.86	0.83
LOWEST READING			0.23	0.50

*Optional IF reported on EW-90/EW-103

I certify the values recorded above are true and accurate to the best of my knowledge.

CERTIFIED BY: Charles Coe

(Certified Operator Printed Name Required)

(Certified Operator Signature Required)

DATE: _____

Certification#: WVOP01358Exp. Date 3/31/2024 Certification Class III

Complete and return within 10 days after the end of the month to:
 WV Office of Environmental Health Services - Data Management
 Capitol and Washington Streets, 1 Davis Square, Suite 200, Charleston, WV 25301-1798
 Phone: (304) 558-2981 FAX: (304) 558-0139

CORPORATION OF SHEPHERDSTOWN

WV3301933

Consumer Confidence Report – 2022

Covering Calendar Year – 2021

This brochure is a snapshot of the quality of the water that we provided last year. Included are the details about where your water comes from, what it contains, and how it compares to Environmental Protection Agency (EPA) and state standards. We are committed to providing you with information because informed customers are our best allies. If you would like to observe the decision-making process that affect drinking water quality, please call Charles Coe at 304-876-2394.

Your water comes from :

Source Name	Source Water Type
INTAKE-POTOMAC RIVER	Surface Water

Buyer Name	Seller Name
There are no additional purchases to display.	

Some people may be more vulnerable to contaminants in drinking water than the general population. Immuno-compromised persons such as those with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants can be particularly at risk from infections. These people should seek advice about drinking water from their health care providers. EPA/CDC guidelines on appropriate means to lessen the risk of infection by *Cryptosporidium* and other microbial contaminants are available from the Safe Drinking Water Hotline (800-426-4791).

Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the EPA's Safe Drinking Water Hotline (800-426-4791).

The sources of drinking water (both tap water and bottled water) included rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground, it dissolves naturally occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or from human activity.

Contaminants that may be present in sources water before we treat it include:

Microbial contaminants, such as viruses and bacteria, which may come from sewage treatment plants, septic systems, livestock operations and wildlife.

Inorganic contaminants, such as salts and metals, which can be naturally-occurring or result from urban storm water runoff, industrial or domestic wastewater discharges, oil and gas production, mining or farming.

Pesticides and herbicides, which may come from a variety of sources such as storm water run-off, agriculture, and residential users.

Radioactive contaminants, which can be naturally occurring or the result of mining activity.

Organic contaminants, including synthetic and volatile organic chemicals, which are by-products of industrial processes and petroleum production, and also come from gas stations, urban storm water run-off, and septic systems.

In order to ensure that tap water is safe to drink, EPA prescribes regulation which limits the amount of certain contaminants in water provided by public water systems. We treat our water according to EPA's regulations. Food and Drug Administration regulations establish limits for contaminants in bottled water, which must provide the same protection for public health.

Our water system has an estimated population of 4300 and is required to test a minimum of 5 samples per month in accordance with the Total Coliform Rule for microbiological contaminants. Coliform bacteria are usually harmless, but their presence in water can be an indication of disease-causing bacteria. When coliform bacteria are found, special follow-up tests are done to determine if harmful bacteria are present in the water supply. If this limit is exceeded, the water supplier must notify the public.

Water Quality Data

The following tables list all of the drinking water contaminants which were detected during the 2021 calendar year. The presence of these contaminants does not necessarily indicate the water poses a health risk. Unless noted, the data presented in this table is from the testing done January 1- December 31, 2021. The state requires us to monitor for certain contaminants less than once per year because the concentrations of these contaminants are not expected to vary significantly from year to year. Some of the data, though representative of the water quality, is more than one year old.

Terms & Abbreviations

Maximum Contaminant Level Goal (MCLG): the "Goal" is the level of a contaminant in drinking water below which there is no known or expected risk to human health. MCLGs allow for a margin of safety.

Maximum Contaminant Level (MCL): the "Maximum Allowed" MCL is the highest level of a contaminant that is allowed in drinking water. MCLs are set as close to the MCLGs as feasible using the best available treatment technology.

Secondary Maximum Contaminant Level (SMCL): recommended level for a contaminant that is not regulated and has no MCL.

Action Level (AL): the concentration of a contaminant that, if exceeded, triggers treatment or other requirements.

Treatment Technique (TT): a required process intended to reduce levels of a contaminant in drinking water.

Maximum Residual Disinfectant Level (MRDL): the highest level of a disinfectant allowed in drinking water. There is convincing evidence that addition of a disinfectant is necessary for control of microbial contaminants.

Non-Detects (ND): lab analysis indicates that the contaminant is not present.

Parts per Million (ppm) or milligrams per liter (mg/l)

Parts per Billion (ppb) or micrograms per liter (µg/l)

Picocuries per Liter (pCi/L): a measure of the radioactivity in water.

Millirems per Year (mrem/yr): measure of radiation absorbed by the body.

Monitoring Period Average (MPA): An average of sample results obtained during a defined time frame, common examples of monitoring periods are monthly, quarterly and yearly.

Nephelometric Turbidity Unit (NTU): a measure of the clarity of water. Turbidity in excess of 5 NTU is just noticeable to the average person. Turbidity is not regulated for groundwater systems.

Running Annual Average (RAA): an average of sample results obtained over the most current 12 months and used to determine compliance with MCLs.

Locational Running Annual Average (LRAA): Average of sample analytical results for samples taken at a particular monitoring location during the previous four calendar quarters.

Testing Results for: CORPORATION OF SHEPHERDSTOWN

Microbiological	Result	MCL	MCLG	Typical Source
No Detected Results were Found in the Calendar Year of 2021				

Regulated Contaminants	Collection Date	Highest Value	Range (low/high)	Unit	MCL	MCLG	Typical Source
ANTIMONY, TOTAL	8/9/2021	0.035	0.035	ppb	6	6	Discharge from petroleum refineries; fire retardants; ceramics; electronics; solder
BARIUM	8/9/2021	0.0541	0.0541	ppm	2	2	Discharge of drilling wastes; Discharge from metal refineries; Erosion of natural deposits
CHROMIUM	8/9/2021	0.64	0.64	ppb	100	100	Discharge from steel and pulp mills; Erosion of natural deposits
FLUORIDE	8/9/2021	0.62	0.62	ppm	4	4	Erosion of natural deposits; Water additive which promotes strong teeth; Discharge from fertilizer and aluminum factories
NITRATE	8/9/2021	0.68	0.68	ppm	10	10	Runoff from fertilizer use; Leaching from septic tanks, sewage; Erosion of natural deposits
NITRATE-NITRITE	8/9/2021	0.68	0.68	ppm	10	10	Runoff from fertilizer use; Leaching from septic tanks, sewage; Erosion of natural deposits

Disinfection Byproducts	Sample Point	Monitoring Period	Highest LRAA	Range (low/high)	Unit	MCL	MCL G	Typical Source
TOTAL HALOACETIC ACIDS (HAA5)	CRESS CREEK-SHEPHERD GRADE	2021	43	11.6 - 59.8	ppb	60	0	By-product of drinking water disinfection
TOTAL HALOACETIC ACIDS (HAA5)	SHEETZ RT. 45	2021	31	11.6 - 37.2	ppb	60	0	By-product of drinking water disinfection
TTHM	CRESS CREEK-SHEPHERD GRADE	2021	72	13.5 - 72	ppb	80	0	By-product of drinking water chlorination
TTHM	SHEETZ RT. 45	2021	76	15.2 - 76	ppb	80	0	By-product of drinking water chlorination

Lead and Copper	Monitoring Period	90 th Percentile	Range (low/high)	Unit	AL	Sites Over AL	Typical Source
COPPER, FREE	2017 - 2019	0.0449	0.0042 - 0.46	ppm	1.3	0	Corrosion of household plumbing systems; Erosion of natural deposits; Leaching from wood preservatives
LEAD	2017 - 2019	0.8	0 - 2.8	ppb	15	0	Corrosion of household plumbing systems; Erosion of natural deposits

If present, elevated levels of lead can cause serious health problems, especially for pregnant women and young children. Lead in drinking water is primarily from materials and components associated with service lines and home plumbing. Your water system is responsible for providing high quality drinking water, but cannot control the variety of materials used in plumbing components. When your water has been sitting for several hours, you can minimize the potential for lead exposure by flushing your tap for 30 seconds to 2 minutes before using water for drinking or cooking. If you are concerned about lead in your water, you may wish to have your water tested. Information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available from the Safe Drinking Water Hotline or at <http://www.epa.gov/safewater/lead>.

Chlorine/Chloramines	MPA	MPA Units	RAA	RAA Units
Maximum Disinfection Level				
04/01/2021 - 04/30/2021	1.3	MG/L	1.0	MG/L

Total Organic Carbon	Collection Date	Highest Value	Range	Unit	TT	Typical Source
Lowest Month for Removal						
CARBON, TOTAL	6/15/2021	2.3	0.93 - 2.3	MG/L	0	Naturally present in the environment

Analyte	Facility	Highest Value	Unit of Measure	Month Occurred
No Detected Results were Found in the Calendar Year of 2021				

Radiological Contaminants	Collection Date	Highest Value	Range (low/high)	Unit	MCL	MCLG	Typical Source
No Detected Results were Found in the Calendar Year of 2021							

Secondary Contaminants-Non Health Based Contaminants-No Federal Maximum Contaminant Level (MCL) Established.	Collection Date	Highest Value	Range (low/high)	Unit	SMCL
CARBON, DISSOLVED ORGANIC (DOC)	6/15/2021	2.3	1.1 - 2.3	MG/L	
CARBON, TOTAL	6/15/2021	2.3	0.93 - 2.3	ppm	10000
NICKEL	8/9/2021	0.0012	0.0012	MG/L	0.1
SODIUM	8/9/2021	14	14	MG/L	1000
SULFATE	8/9/2021	55.6	55.6	MG/L	250
SUVA (SPECIFIC ULTRAVIOLET ABSORBANCE)	5/10/2021	1.9	1.1 - 1.9	L/MG-M	
UV ABSORBANCE @254 NM	5/10/2021	0.029	0.012 - 0.029	CM-1	

During the 2021 calendar year, we had the below noted violation(s) of drinking water regulations.

Compliance Period	Analyte	Comments
7/1/2021 - 9/30/2021	TRICHALOMETHANES	MONITORING, ROUTINE (DBP), MAJOR
1/1/2021 - 12/31/2021	NITRATE	MONITORING, ROUTINE MAJOR

There are no additional required health effects notices.

There are no additional required health effects violation notices.

Water System	Type	Category	Analyte	Compliance Period
No Violations Occurred in the Calendar Year of 2021				

There are no additional required health effects violation notices.

There are no additional required health effects notices.

Your CCR is available at WWW.Shepherdstown.US

Shepherdstown Water Dept.

PWSID# 3301933

Hydrant update

- All hydrants are "in service" as of 3/1/22
- Slutzman Hydrant needs contracting but currently still "in service"
- Adding a Hydrant at Tac and Jak apartment

Contracting is on hold until warmer weather.

Thanks

Charles Coe

Chief Operator



March 17, 2022

Frank Welch, Public Works Director
Corporation of Shepherdstown
104 North King Street
P.O. Box 248
Shepherdstown, West Virginia 25443-0248

RE: Colonial Hills Phase III Subdivision
Water and Sewer Application

Dear Mr. Welch,

On behalf of Mark-Colonial Hills, L.L.C., we request an extension of the water and sewer application and the alternate mainline extension agreement for the proposed Colonial Hills Phase III Subdivision. The Water & Sewer Board extended the project last at its meeting on April 22, 2021. Therefore, in anticipation of the one year expiration, we respectfully request a further one-year extension. As there have been no changes to plans since your original was approval, no further technical review should be needed. We also request that you issue an updated letter of water and sewer availability for the project along with the extension. Please call if you have any questions or need any additional information.

Sincerely,
ALPHA ASSOCIATES, INCORPORATED

A handwritten signature in cursive script, reading 'Richard W. Klein'.

Richard W. Klein, PE
Chief Executive Officer

Cc: Rick Fink, Mark-Colonial Hills, LLC

LONG[®] FENCE

Date: 2/2/2022

Long Fence Company, Inc.
2520 Urbana Pike, Ijamsville, Maryland 21754-8624
(301) 662-1600 (Frederick Area) * 1-800-222-9650 (Outside Local Area) * Fax (301-874-2564)
www.longfence.com

Buyer: Corporation of Shepherdstown	Attn: Kenny Shipley	Tel: (304) 279-1885
Address: 104 S King St. Shepherdstown, WV 25443	email: kshipley@shepherdstown.us	
Job Name: Water plant slide gate	Address: 409 E High St. Shepherdstown, WV 25443	

Long Fence Company, Inc., herein referred to as Seller proposes to furnish and install the following:

Materials, labor, and installation of 1- 6'hx17'w aluminum cantilevered chain link slide gate with operator and access control. Includes removal of existing double swing gate.

Materials to include the following:

Gate posts- 4" OD SS40 galvanized pipe

Slide gate- 6'hx17'w aluminum slide gate, includes barb wire, gate to match existing fence style, gate will be wired through tail for UL325 compliance

Slide gate hardware- 8 wheel truck assemblies, yoke latch, bottom guide rollers, and truck mounting brackets.

Operator- Liftmaster Model SL585501UL, 1/2 HP, Industrial slide gate operator

Operator mounted on post mount kit.

Gate edge- Liftmaster Gate edge kit

Photo eyes- Liftmaster Model LMMRUL Monitored Photo Eye

Loops- (2) Vehicle loops with detectors, one for free exit, and one for reversing, installed in existing roadway

Keypad- Security braces Model 26-500 Standalone keypad for entry

Gooseneck Pedestal- 42"h black car height pedestal

Excludes all electrical work including all necessary conduits, primary and secondary wiring.

Total Price- \$ 19,880.00

Includes town 1% use tax.

Exclusions - Layout, fine grading, seeding or sod replacement, clearing of fence line, permits, asbuilts, liability for damage to private utilities, grounding, engineering, materials testing, primary and secondary electrical work, padlocks, any work not specifically described in quote. Wage determinations, compliance fees for outside sourcing of payroll or insurance monitoring, fees for training classes, CCIP, OCIP. Damage to any geogrid products due to the installation of our products.


***** There will be an additional administrative fee of \$200.00 for any outside online monitoring services required with this order.**

***** In the event this quote is for leased or rented temporary fence it is expressly understood that this fence will remain the property of Long Fence Company, Inc. and that all fence and gates will be maintained in good condition by the client until such time that the fence is scheduled for pick up or removal by Long Fence. Long Fence is not responsible for removal of any growth that is on fence upon removal. No retention is to be held on temporary fence. All monies are to be paid when fence and gates are installed.**

***** Terms: 50% deposit. Balance due upon completion.**

***** This quote is valid for 14 days.**

***** When Accepting this proposal, please return a signed copy along with your deposit in order to schedule your project.**

LONG FENCE COMPANY, INC. by 	Wes Jenkins	License No. _____
---	--------------------	-------------------

Acceptance of Proposal

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: _____ Date: _____

Print Name & Title: _____ Purchase Order No.: _____

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1505 Tilco Drive
Frederick, MD 21704



Our Goal Is "100% Satisfaction Guaranteed"

Celebrating
Over
30 Years

Installing Year
'Round!

301-663-4000(Frederick) * 301-831-4008(Mont Co) * 1-800-493-3623(toll free) * 301-663-0017(Fax)
www.frederickfence.com P.O. Box 4187 Frederick, Maryland 21705 MHIC # 16416

OWNER(S) NAME: City of SheperdsTown		DATE: 2/9/2022	
JOB ADDRESS: 409 East High Street		BILLING ADDRESS: same	
CITY STATE & ZIP: Sherherdstown WV 25443		HOME #:	Cell # 304-279-1885
18 Mth Warranty		EMAIL: kshipley	
Contact for Scheduling:	Kenny	Email: same	Phone: same
No refunds or returns on special order materials(Includes Vinyl, Aluminum, & Steel Fence)			
Description of Work to be Performed by Contractor:			
6' + 1' Tall Galvanized Chain Link Slide Gate			
Furnish labor and materials to pull and replace (1) 6' + 1' Tall Galvanized Chain Link Gate. New gate will be constructed using 9 Gauge 2" Diamonds Chain Link Fabric and 2" SS40 pipe. Gate Post will be 4" SS40 in weight. All posts will be secured in ground using Wet Pour Concrete approx. 30" to 36" in ground.			
Install (1) New 17' Wide x 6' + 1' Tall Chain Link Steel Slide Gate. Gate will be hung using Nylon Rollers.			
Option 2 - The cost for Aluminum Slide gate with Operator. Total 18,533.00			
Remove and haul old fence? How many feet? What type fence?			
Frederick Fence does not haul away dirt or rocks **Property owner responsible for boundary lines and fence location**			

1) Pins Needed for Install?

2) Needs HOA approval?..... ☐ YES ☒ NO

3) Customer to show forman location of fence and gates

4) Permit Needed?..... ☐ YES ☒ NO

5) Call Miss Utilities?..... ☒ YES ☐ NO

6) Swimming Pool ?..... ☐ YES ☒ NO

7) Digger Accessible?..... ☒ YES ☐ NO

For the above services and/or materials & equipment (also permits where required) the OWNER agrees the OWNER agrees to pay the CONTRACTOR the sum of:.....\$

\$ 16,897.00

Deposit before work is started (may not exceed 1/3).....\$

Credit Card # _____ Exp. Date _____ CSV # _____

Balance due upon completion - to be paid to foreman:.....C.O.D.

\$ 16,897.00

Please charge the balance to my credit card upon completion YES NO (circle one)

The undersigned CONTRACTOR and OWNER agree and accept the terms and conditions set forth in pages 1 through 4 and further agree that this contract contains the final and entire agreement between the parties here to and neither they nor their agents shall be bound by any terms, conditions, statements, warranties, or representations, oral or written, not herein contained. This contract is not binding upon FREDERICK FENCE CO., INC. until accepted.

Date: _____ Owner: _____

City of SheperdsTown

Wes Helsley

Date Accepted: _____ By Frederick Fence Co. _____

OWNER(S) NAME: City of SheperdsTown



Page 2 of 4

DRAWING:

OWNER TO GO OVER LOCATION OF FENCE & GATES WITH FOREMAN

2/9/22

Ref: City of Shepherdstown

Frederick Fence will provide and install one slide gate operator. Operator to be post mounted. The system will include a stand-alone keypad that is to be mounted onto a car height gooseneck pedestal for entry and a free exit vehicle loop for exit. Safety Devices to include a photo eye and gate edge for reversing along with a reversing (safety) loop.

Material List:

- (1) LiftMaster Model SL585501UL, ½ HP, Industrial Duty Slide Gate Operator.
- (1) Post Mount Kit to Mount Operator Onto.
- (1) LiftMaster Gate Edge Kit.
- (1) LiftMaster Model LMMRUL Monitored Photo Eye.
- (2) Vehicle Loops; One Free Exit Vehicle Loop and One Reversing Loop Installed in Roadway.
- (1) Security Brands Model 26-500 Stand-alone Keypad for Entry.
- (1) Gooseneck Pedestal, 42" High.
- (1) Concrete Pad for Gooseneck Pedestal.
- (4) Liftmaster Model 811LMX Handheld Remotes.

ExclusionsAll Electrical Work Including All Necessary Conduits.
OPTIONKnox Box for Fire Department Access, Add: \$450.00

We do not haul away dirt or rocks

Page 2 of 4

Article I. PAYMENTS

1.1 All payments as set forth on the front of this "Contract are due at the times indicated in this contract or upon receipt of a bill(s) from the contractor to the OWNER, whatever shall occur first. Any amount remaining unpaid for more than 10 days after demand shall bear interest at the rate of 2% per month (24% per annum).

1.2 Contractor reserves the right to stop work if payments are not made according to the contract draw schedule.

Article II. CHANGES

2.1 Any changes or deviations from the terms of this Contract or from plans and specifications set forth herein, including any additional work requested by the OWNER must be agreed upon in writing by the OWNER and CONTRACTOR before they shall be considered binding. The cost of any changes, deviations, or additions shall also be agreed upon in writing and the CONTRACTOR may demand payment in full before making the changes or deviations or commencing the additional work. All such changes, deviations, or additions must be documented by a Change Order as provided herein.

2.2 Change Orders. For the purposes of this Contract, a Change Order shall mean a request by the Owner for extra or additional work to be completed, which modifies the Project under the Contract, a request for substitution of materials, or a special/custom order for material(s), and any change to the original plans and specifications. No change, modification, addition, or redesign shall be valid unless authorized by the Contractor and Owner in writing in a "Change Order," which shall be incorporated as part of this Contract. All Change Orders need to be agreed upon in writing, including cost, additional time considerations and a description of the location where the work will be completed, and shall be signed by both parties. The balance of the original contract and the Change Order shall be paid upon completion of the Work specified. The estimated completion date of the Work shall be extended by the time necessary to complete any Change Order. Any expense incurred by Contractor in assembling custom items shall be determined by the Contractor. The Contract Price shall be increased or decreased as required by the modifications to the Project as identified in the Change Orders.

2.3 Contractor reserves the right to reject any Change Order request by Owner if the Change Order would materially affect Contractor's operations, or violate local building codes or any other governmental regulations, or require Work already performed to be demolished and reconstructed.

Article III. CONTRACTOR'S LIMITED WARRANTY

3.1 FREDERICK FENCE CO. warrants that all work will be performed in a workmanlike manner and in accordance with standard practices. Owner hereby acknowledges that wooden fencing materials are subject to cracking, splitting, checking, warping, and bowing when exposed to the sun, rain, humidity, and weather; and that the CONTRACTOR makes no warranties against the occurrence of such changes in wooden fencing materials.

3.2 Fences are guaranteed against defect in workmanship for a period of eighteen months (18) from the date of completion.

3.3 This warranty does NOT cover materials warranted by manufacturers; damage caused by fire, floods, strike, war, or civil disturbances; or damage caused by negligence or abuse.

3.4 This warranty covers the OWNER or OWNERS of the real property on which the work is performed.

3.5 The sales personnel of the CONTRACTOR are not authorized to make warranties about the merchandise, equipment, or services described in this Contract. CONTRACTOR'S employees' ORAL STATEMENTS DO NOT CONSTITUTE WARRANTIES, shall not be relied upon the OWNER, and are not part of this Contract. The entire contract is embodied in this writing and NO OTHER WARRANTIES are given beyond those set forth in this written Contract. This writing constitutes the final expression of the parties' agreement, and it is a complete and exclusive statement of the terms of that agreement.

Article IV. CONSTRUCTION/WORK

4.1 Contractor shall not be liable for any delay due to circumstances beyond its control, including but not limited to, strikes, casualty, general unavailability of material, acts of nature, weather, etc.

4.2 There shall be excluded from the computation of any period of time set herein by CONTRACTOR any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions, inclement weather, permitting delays, or any other causes which are beyond the reasonable control of such party despite its due diligence.

4.3 The price set forth on the front of this Contract does not contemplate the encountering of swampy conditions. CONTRACTOR is not responsible for damage caused to underground obstructions, such as underground pipes, sprinkler systems, cables, septic tanks, private utilities, electronic containment systems, etc.

4.4 Owner and Contractor further acknowledge and agree that any perceived defects, imperfections, etc., in Contractor's work is not grounds for the Owner to terminate the Contractor until the Contractor has the opportunity to complete the Project, including the Owner's punch list items, and has the opportunity to cure any defects or problems as provided in Section 4.3.

4.5 Owner expressly agrees that they are responsible for the removal and replanting of all vegetation (including but not limited to: trees, shrubs, flowers, and grass) and that Contractor shall not, in any event, be liable for any damages to vegetation in the vicinity of the construction area and all routes of access thereto. Owner specifically recognizes Contractor's necessity of complete access to the job location for all required equipment.

Article V. HOME-IMPROVEMENTS COMMISSION

5.1 PLEASE BE NOTIFIED THAT EACH CONTRACTOR AND SUBCONTRACTOR PERFORMING MARYLAND HOME IMPROVEMENT WORK MUST BE LICENSED BY THE HOME IMPROVEMENT COMMISSION, AND ANYONE MAY ASK THE COMMISSION ABOUT A CONTRACTOR OR SUBCONTRACTOR. THE TELEPHONE NUMBER OF THE HOME IMPROVEMENT COMMISSION IS (410) 230-6309. THE WEBSITE FOR THE MARYLAND HOME IMPROVEMENT COMMISSION IS <http://www.dlr.state.md.us/license/mhic/>.

A. FORMAL MEDIATION OF DISPUTES BETWEEN HOMEOWNERS AND CONTRACTORS IS AVAILABLE THROUGH THE COMMISSION.

B. THE COMMISSION ADMINISTERS THE GUARANTY FUND, WHICH MAY COMPENSATE HOMEOWNERS FOR CERTAIN ACTUAL LOSSES CAUSED BY ACTS OR OMISSIONS OF LICENSED CONTRACTORS

5.2. Contractor identifies its company to be insured and licensed in the state of Maryland. The Maryland Home Improvement Commission #16416.

Article VI. OWNER'S RESPONSIBILITIES

6.1 OWNER assumes full responsibility for location of the line upon which the fence will be installed, together with all questions of ownership and location of property lines. OWNER agrees that the fence lines will be clear of all obstructions and that the line will be accurately marked by him by stakes or otherwise.

6.2 Contractor shall be provided with free access to the work area. Work areas should be devoid of debris, and other matter that may obstruct the job site and/or prevent Contractor from performing the scope of work under the terms of this Contract. Owner shall provide Contractor access to the Property as necessary to complete the work by providing Contractor and/or its subcontractor's access on such dates and times as designated by Contractor. The Completion Date shall be extended any delays caused by Owner's failure to provide timely access to the Property.

Article VII. DISPUTE RESOLUTION.

7.1 All disputes between the parties that may arise under this Contract shall be mediated by a mediator mutually agreeable to both parties. Unless otherwise agreed in writing by the parties, mediation fees, costs and expenses shall be divided and paid equally by the parties to the mediation. If either party elects to have an attorney present that party shall pay his or her own attorney's fees.

7.2 The parties agree to request mediation in writing. Thereafter, the party seeking mediation agrees to contact the Frederick County Circuit Court to obtain a list of trained mediators. Within 30 days after requesting mediation, the parties agree to select a mediator from the list and to schedule one two-hour session to mediate the dispute. The parties agree to mediate the matter in good faith, and the parties agree to split the costs for the mediator. If mediation results in a resolution, the parties will execute a written statement of their agreement.

7.3. Should an action be brought against Contractor all damages are limited to the amount actually received by Contractor from Owner. Contractor shall not, under any circumstances, be liable for special or consequential damages, such as but not limited to damage or loss of other property or equipment, loss of profits or revenue, or loss of habitability.

7.4 In the event the Owner breaches any term, condition or obligation created by this Contract, and the Contractor shall have to initiate a lawsuit, action or other proceeding against the Owner, the Contractor shall be entitled to be reimbursed from the Owner for all its reasonable attorneys' fees and court costs.

7.5 The Contract shall be construed and interpreted in accordance with the laws of the State of Maryland.

Article VIII. OTHER COVENANTS

8.2 TERMINATION BY CONTRACTOR: Contractor may terminate the contract if the project is (i) stopped by the Owner or under an order of any court or public authority having jurisdiction, (ii) if the Owner fails to make a payment or otherwise defaults after written notice to Owner and a reasonable opportunity to cure. In such an event Owner shall forfeit any money paid to Contractor. Contractor may also recover from Owner money for all work performed and for any loss sustained regarding any material purchased. In lieu of termination, Contractor may continue the project in which case the completion date shall be extended to account for any delays caused by OWNER'S failure to comply with terms of the contract.

8.4 YOU HAVE THE RIGHT TO CONSULT AN ATTORNEY. YOU THE BUYER HAVE THE RIGHT TO CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE FIFTH BUSINESS DAY OR THE SEVENTH BUSINESS DAY IF THE BUYER IS AT LEAST 65 YEARS OLD, AFTER THE DATE OF THIS TRANSACTION.

8.5 The persons signing or otherwise authorizing this agreement: (1) represents and warrants that he/she has the authority to enter into this agreement.