



Morgantown Utility Board
Post Office Box 852 Morgantown, WV 26507-0852
Phone: (304) 292-8443 Email: mubmail@mub.org Website: mub.org

AGENDA

**MORGANTOWN UTILITY BOARD
REGULAR MEETING
Tuesday, May 9, 2023 — 5:30 P.M.
Morgantown Utility Board Office
278 Greenbag Road, Morgantown**

1. Call to Order.
2. Approval of Minutes:
 - a) Regular Meeting – April 11, 2023
3. Public Portion: Shall be subject to rules established by MUB.
4. New Business:
 - a) Recognition of MUB Star City WWTP Employees
 - b) Cheat View Public Service District Operation & Maintenance Agreement
5. Old Business:
 - a) Upper Popenoe Sanitary & Stream Restoration Project
 - b) Westridge - Chaplin Hill Development Water & Sewer Projects
 - c) EPA Brownfields Grant
 - d) Cobun Creek Reservoir Project – Acceptance of Fence Bid
 - e) City of Westover
 - f) Cheat Lake Wastewater Treatment Plant and Collection System Upgrades
 - g) Office Renovations – Presentation by OMNI Architects
6. General Manager's Report:
 - a) Star City WWTP Blower Update
 - b) Agent of Record for Property, Liability, and Workers Compensation Insurance
 - c) Draft Budget for FY 2023-2024
 - d) 2023 WV Make It Shine Statewide Cleanup
 - e) Tank Painting
7. Board Member Issues/Discussions.
8. Executive Session – Pursuant to the provisions of West Virginia Code §§ 6-9A-4(b)(2), (9) and (12) to discuss personnel matters, confidential matters, sale of property and matters which are exempt from disclosure under the West Virginia Freedom of Information Act.
9. Adjourn.

MEMORANDUM

TO: Utility Board Members

FROM: Michael W. McNulty, General Manager

DATE: May 5, 2023

SUBJECT: **BOARD MEETING INFORMATION**
Tuesday, May 9, 5:30 P.M.

Should you have any questions or comments about the following information, please do not hesitate to contact me at your convenience.

Meeting will be held at MUB offices, 278 Greenbag Road, Morgantown.

1. Call to Order:

2. Approval of Minutes:

- a) You will need a motion and vote for the *Regular Meeting* of April 11, 2023.

Suggested motion similar to the following:

“to approve the minutes for the Regular Meeting of April 11, 2023, as submitted.”

3. Public Portion: Public Portion shall be subject to rules established by MUB.

4. Under New Business:

- a) Recognition of MUB Star City WWTP Employees; Brandon Wilson, Adam Crawford, and Vincent Walick
- b) *Cheat View Public Service District:* After the passing of Glenn Staddon, Chairman of the Cheat View PSD, the other PSD Board members would like for MUB to acquire their water system. I spoke with Eddie Grimes, Treasurer, and Linda Staddon and they would like to move this process forward as quickly as possible. Cheat View PSD was unique in that Mr. Staddon was not only the Chairman of the PSD, but he also acted as the General Manager, directing daily operations, performing different tasks on the distribution system, and managing contract field Staff.

According to their Public Service Commission Annual Report, they do not have any full-time employees. Linda Staddon is their bookkeeper, and she also takes care of accounts payable.

MUB sells water to the PSD and we read their meters; do their billing and collecting; and we do maintenance work on an as needed basis.

Cheat View PSD has approximately 4,375 customer accounts and 3,463 are MUB sewer customers.

I recommend that MUB enter into an O&M agreement with the District for the short term to take over all daily operations, bookkeeping, and accounts payable then work towards acquiring the system. The Cheat View customers will not experience any changes in customer service.

Suggested motion similar to the following:

“to enter into an Operation and Maintenance agreement with the Cheat Road PSD, subject to the approval of the Public Service Commission of West Virginia; and to authorize the General Manager to execute and submit the same to the PSC for approval, with a copy thereof to be included in the minutes of this meeting.”

5. Under Old Business:

- a) Upper Popenoe Sanitary & Stream Restoration Project: 90% completion of plans and specifications submitted by E.L. Robinson Engineering have been reviewed by Staff and our comments are being addressed. We have scheduled the 2nd public meeting for **Thursday, May 18th from 5-8** at the Wiles Hill Community Center.

All environmental permitting applications are currently being submitted and a request for the 401 Water Quality Certification has been made.

The project is estimated at \$2.69 million.

- b) Westridge – Chaplin Hill Development: E.L. Robinson Engineering is continuing with the design of the water and sewer projects. They are working on the railroad permits and the water & sewer river crossing permits. E.L. will be onsite in the coming weeks to complete the bathymetric survey of the river. We anticipate having 50% complete drawings in early June.
- c) EPA Brownfields Grant: On May 4th, we had an on-site visit with Joe Nowak and Craig Anderman with EPA and our consultant Greenbrier Environmental Group.
- d) Cobun Creek Reservoir Project: Kanawha Stone has started to mobilize for work on the Cobun #1 dam repairs. Unfortunately, the weather has not cooperated, and they have not been able to make much progress.

With respect to Cobun #2, we received one bid for security fencing from American Fence Company in the amount of \$64,296.60. Staff has reviewed their bid and recommend it be accepted.

Suggested motion similar to the following:

“to approve the security fencing bid submitted by American Fence Company in the amount of \$64,296.60.”

- e) City of Westover: Staff continues to review information provided by Westover and we have requested some additional information. We have a meeting scheduled with Kathy Emery P.E., with the WV DEP on May 12th to discuss an Administrative Order concerning their Long-Term Control Plan and a Notice of Violation relating to their Combined Sewer Overflows.
- f) Cheat Lake Wastewater Treatment Plant and Collection System Upgrades: An onsite walkthrough of the project area was completed on April 20th. Scott Stearns P.E. with Strand Associates participated and was able to provide the Board and Staff information on the approximate locations for the Oxidation Ditch, Final Clarifier, Pretreatment Building, and Administration Building.

Using the measurement feature on Google Earth Pro, the existing oxidation ditch is approximately 1,145 ft to the corner townhome, (215 Tarbert Ct.), across from the Chestnut Ridge Church. The proposed new oxidation ditch will be approximately 1,205 ft away from the townhouse.

I am asking that the Board approve the contract with Strand Associates for design services so we can move forward with filing an application with the WV Infrastructure and Jobs Development Council for funding. It's our hope that we can secure some grant funding from the pool of ARPA funds set aside by the legislature during the 2023 session. Moving forward with the contract with Strand will allow the final design work to proceed, which we anticipate could take upwards of a year to complete. During that time, we intend to continue to seek public input with respect to the project.

Suggested motion similar to the following:

“to approve Task Order No. 23-02 in the amount of \$1,990,000 with Strand Associates for Preliminary Design Services, including development of a Basis of Design Report and Final Design Services for improvements at the Cheat Lake Wastewater Treatment Plant and Whites Run Pump Station in accordance with the 2022 Preliminary Engineering Report and odor control study for the Burroughs Run Pump Station and to approve Task Order No. 23-05 in the estimated amount of \$2,999,000 for Bidding and Construction-Related services for the Cheat Lake Wastewater Treatment Plant and Whites Run Pump Station.”

- g) Office Renovations: Presentation by OMNI Architects.

6. Under General Manager's Report

- a) Star City WWTP Blower: A Purchase Order for the new blower has been issued in the amount of \$296,270. Our insurance company and AERZEN are still collecting information. As of this date, the cause of the fire has not been determined.
- b) Agent of Record for Property, Liability, and Workers Compensation Insurance: Proposals for an Agent of Record have been received from Bray & Oakley Insurance Agency and USI Insurance Services. Staff will be interviewing representatives from both agencies on May 10th.
- c) Draft Budget for FY 2023-2024: Staff should have a draft budget for the Board after May 12th. If you would like to schedule a working group meeting prior to the June Board meeting, we would be happy to do so.
- d) 2023 WV Make It Shine Statewide Cleanup: MUB Staff cleaned up 700 lbs. of garbage along Burroughs Run. Not surprisingly, we picked up a lot of plastic shopping bags.
- e) Tank Painting: The South Park #2 tank has been drained and M&A Coatings is ready to start sandblasting. After the tank has been sandblasted, Alpha Engineering will be conducting an inspection to determine if any additional work is necessary prior to painting.

7. Board Member Issues/Discussions: It is your prerogative to determine any topics that you wish to bring forward.

8. Executive Session: The purpose of the Executive Session is to discuss personnel matters, the City of Westover Sewer System, and a request that MUB sell one acre of its Cheat Lake property.

Suggested motion similar to the following:

“to convene an Executive Session of the Board of Directors under the provisions of West Virginia Code Sections 6-9A-4(b)(2), (9) and (12) to discuss personnel matters, confidential matters, sale of property and matters which are exempt from disclosure under the West Virginia Freedom of Information Act; and further move that the May 9, 2023, regular meeting of the Board of Directors be adjourned at the conclusion of the Executive Session.”

9. Adjourn.

MINUTES OF THE MORGANTOWN UTILITY BOARD

April 11, 2023

A meeting of the Morgantown Utility Board was held at 5:30 PM, on Tuesday, April 11, 2023, at MUB's office located at 278 Greenbag Road, Morgantown. Present were Board Chair Barbara Parsons, Ed.D., Member Erik Carlson, Member Dave Harshbarger, Member Tom Witt, Ph.D., and Member Karen Kunz, DPA. Also, present were General Manager Michael McNulty, Assistant General Manager Richard Rogers, Comptroller Kenneth Royce and General Counsel Jeffrey Ray.

Chair Parsons called the meeting to order at 5:30 PM.

- Dr. Witt moved to approve the minutes for the Regular Meeting of March 14, 2023. Motion was seconded by Dr. Kunz and passed unanimously.

Public Portion:

- ***Lee Terris**, 214 Tarbert Court, Morgantown: Mr. Terris addressed the Board regarding the proposed upgrades to the Cheat Lake Wastewater Treatment Plant. He encouraged the Board to consider the impact of the improvements on the community's property values.*

New Business:

- No new business at this time.

Old Business:

General Manager McNulty updated the Board on the status of the damaged blower equipment at the Star City Wastewater Treatment Plant. The equipment was damaged by fire on April 6, 2023. The fire was contained to the blower unit by MUB staff who worked selflessly to prevent it from spreading until emergency services arrived. The manufacturer was onsite today to evaluate the blower. They have requested SCADA data to evaluate and aid in determining the cause of the fire. Staff is moving forward in replacing the blower as it is essential equipment for plant function. MUB employees who fought the fire will be present at the next board meeting to be recognized for their extraordinary efforts.

- ***Upper Popenoe Sanitary & Stream Restoration Project:** General Manager McNulty reported E.L. Robinson has provided 90% completion plans and specifications as well as an updated opinion of cost. Staff is currently reviewing that information and will be submitting comments back to E.L. soon.*
- ***Westridge – Chaplin Hill Development:** General Manager McNulty stated that E.L. Robinson Engineering is moving forward with the design of the water and sewer projects. Shawn Kelly, PE, Project Manager was on site for the April 3rd meeting with MUB Staff.*

- **EPA Brownfields Grant:** General Manager McNulty reported that Greenbrier Environmental Group has completed and submitted the Quality Management Plan and the Community Involvement Plan to EPA for its review. Preparation of plans and specifications for the remediation and demolition of the two buildings on site is underway. Once EPA approval is provided and bid documents are ready, we will put that work out to bid.
- **Cobun Creek Reservoir Project:** General Manager McNulty reported that the reservoir is 100% full and we have been treating water from it exclusively for the last eight days. We will be advertising bids for the security fencing next week and are currently waiting for an estimate for lighting from Mon Power. Video surveillance cameras will be installed this summer.

MUB Staff will be working with City Staff on some of the recreational features planned for the reservoir. Certain technical tasks could be completed through MUB's Engineer GD&F under a separate agreement with the City.

Assistant General Manager Rogers reported that at the April 6th meeting with Kanawha Stone a few small items were identified to be completed at Cobun #2 and then they will move to Cobun #1. They plan to address a grotto area, near the spillway, that has become a popular spot for the community to visit. The grotto is not safe due to erosion and Kanawha Stone has suggested using rock anchors and shotcrete for a more aesthetically pleasing and natural look. Staff has asked for more detailed information regarding the safety and integrity of the rock anchors. Kanawha Stone is working on that information to submit to MUB Staff for review.

- **Office Renovations:** General Manager McNulty stated that OMNI Architects is unable to attend the April 11th Board meeting and I recommend we work towards scheduling a Special Meeting for their presentation. Dr. Kunz requested that they attend the next board meeting.
- **Cheat Lake Wastewater Treatment Plant and Collection System Upgrades:** General Manager McNulty reported that an onsite walkthrough of the project area is scheduled for April 20th. Representatives from Strand Associates will be participating.
- **Water Treatment Plant Pump House Project:** General Manager McNulty stated that the contract has been executed and Strand Associates is starting the Preliminary Engineering Report.
- **Long Term Control Plan Update:** General Manager McNulty stated work on the LTCP continues to progress. Strand has hired CTL Engineering to perform survey work to assist with the modeling.

- **City of Westover:** General Manager McNulty stated that staff has spoken with officials from the City of Westover and received the due diligence information, but we have not yet had the opportunity to review it.

General Manager's Report:

- **WV PEIA:** General Manager McNulty updated the Board on WV PEIA increases. As a Non-State member, MUB will incur a 15.6% premium increase for Fiscal Year 2023/2024. Even after the increase, he reminded the Board that MUB will still be saving approximately \$400,000 annually by switching our health care insurance to WV PEIA.
- **Agent of Record for Property, Liability, and Workers Compensation Insurance:** General Manager McNulty stated that Staff will be advertising for an Agent of Record for soliciting and evaluating insurance policies on behalf of MUB for the upcoming fiscal year.
- **Preliminary Budget for FY 2023-24:** General Manager McNulty reported that Staff intends to have the preliminary budget ready for the Board's review in May.
- **457 Retirement Savings:** General Manager McNulty advised the Board that currently MUB's 457 Retirement Savings Plan is with Mission Square. Staff would like to invite Empower Retirement to visit with us as we are considering moving our plan. Empower Retirement is the recordkeeper for the WV State Treasurers Deferred Compensation Plan. Dr. Kunz encouraged Staff to consider additional retirement plans as well.
- **Star City WWTP American Council of Engineering Companies Award:** General Manager McNulty notified the Board that Strand Associates, Inc. has earned a National Recognition Award for exemplary engineering achievement in the American Council of Engineering Companies 56th annual Engineering Excellence Awards for designing the improvements to Morgantown Utility Board's Star City Wastewater Treatment Plant.
- **2023 WV Make It Shine Statewide Cleanup:** General Manager McNulty stated that as part of our Stormwater Utility public outreach efforts, MUB will participate in the annual event sponsored by the WV DEP's Rehabilitation Environmental Action Plan (REAP) tomorrow morning. This year we will be cleaning up litter along Burroughs Run.

Board Member Issues / Discussions:

- Member Harshbarger reported that the City of Morgantown is also participating in the Make It Shine event on Thursday, April 13, 2023.

Executive Session: At 6:09 PM Member Carlson requested an Executive Session to convene under *West Virginia Code Section 6-9A-4(b)(9)* and to adjourn the meeting immediately after. Dr. Witt seconded and the motion passed unanimously.

Adjourn:

At 7:15 PM, the Executive Session concluded, and the meeting was adjourned.

Barbara Parsons, Ed.D., Chair

Erik Carlson, Secretary

OPERATION AND MAINTENANCE AGREEMENT

THIS OPERATION AND MAINTENANCE AGREEMENT is made and entered into this ____ day of May, 2023, by and between the Morgantown Utility Board, a political subdivision of the State of West Virginia (the “Board”), and the Cheat View Public Service District, a public service district and political subdivision of the State of West Virginia (the “District”).

WHEREAS, the District desires that its water system (the “System”) be operated and maintained in a safe and cost-effective manner that will provide quality public water service to its customers; and

WHEREAS, after thorough study and consideration by the District, it has been determined that it is in the best interests of the District that the System be operated and maintained by the Board in contemplation of the Board acquiring the System; and

WHEREAS, while the District and the Board finalize the Board’s acquisition of the System, this Agreement shall serve as an interim arrangement pending final approval of the Public Service Commission of West Virginia (the “Commission”) for the Board to acquire the System; and

WHEREAS, the Board is willing and able to operate and maintain the System pending the said consent of the said approval of the Commission.

NOW THEREFORE, WITNESSETH, that for and consideration of the mutual covenants contained herein, and such other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledge, and with the intent to be legally bound by the provisions described below, the Parties agree as follows.

A. THE BOARD AGREES TO:

1. Provide professional management services to and for the District in all phases of the operation, conduct and maintenance of the System.

2. Provide routine operation and maintenance of the System, including, but not limited to, distribution pipelines and rights-of-way, pump stations and any/all other facilities owned by the District during the term of this Agreement. Said services shall include routine operation, inspection and preventive maintenance. The performance of said duties shall be in accordance with sound utility business practice and relevant federal, state and local statutes, regulations and ordinances.

3. Provide repair services, including any unplanned work on the System that may be necessary to ensure continued, safe and compliant public water service for the customers of the District and routine installation of new water services. The performance of said duties shall be in accordance with sound utility business practice and relevant federal, state and local statutes, regulations and ordinances.

4. Plan, supervise and/or complete necessary extraordinary maintenance of the System. Extraordinary maintenance shall include replacement of any capital asset and/or other tasks that require support and/or resources that must be obtained from a third party. The performance of said duties shall be in accordance with sound utility business practice and relevant federal, state and local statutes, regulations and ordinances. The decision as to the means and method or necessity of completing extraordinary maintenance is committed to the sole discretion of the Board acting in compliance with applicable law.

5. Perform necessary system expansion activities, including, but not be limited to, installation of main line extensions. The authorization to perform system expansion activities will be dependent upon availability of District funds for the same. The performance of these duties shall be in accordance with sound utility business practice and relevant federal, state and local statutes, regulations and ordinances. The decision as to the means and method, or necessity, of completing system expansion activities is committed to the sole discretion of the Board acting in compliance with applicable law.

6. Provide routine administrative services necessary to conduct the daily business of

providing public water service to the District and its customers. Administrative services include billing of customers, delinquent account collection, budget forecasting, job/project cost accounting, routine legal services and support of audit preparation. The performance of these duties shall be in accordance with sound utility business practice and relevant federal, state and local statutes, regulations and ordinances.

7. Provide administrative services necessary to prepare for the Board acquisition of the System, including but not limited to the initial population of the District's customer database. To the extent not already in the possession of the Board, the District shall provide the Board with an accurate alphabetic list of customers and account data. The Board shall facilitate the addition of these customers to its customer accounting, modifying the customer billing and service databases, applying every existing service deposit to the pertinent customer account and maintaining a continuing record of new customer accounts.

8. Make timely payment of all existing debt obligations of the District with funds paid by the District's rate payers.

B. THE DISTRICT AGREES TO:

1. Compensate the Board for services rendered and materials and equipment provided. Compensation shall be in the form of assignment of all revenues to the Board collected pursuant to the District's approved tariff, which shall be deemed full and complete consideration for services rendered by the Board.

2. Tender to the Board for management and disposition, as the Board deems appropriate, all bank accounts and other savings instruments. The District shall provide the Board with access to, and control of, these accounts as of the time of the execution of this Agreement. The District agrees that neither it nor its employees or agents will access these accounts following execution of this Agreement or make any transfers to or from any of these accounts unless approved in a writing by the Board.

3. To the extent permitted by law, defend, indemnify and hold harmless the Board and its members, officers, agents, representatives and employees from and against any and all claims,

liabilities, damages, loses or judgments arising by reason of the injury or death of any person or damage to or loss of any property, including all reasonable costs for investigation and defense thereof (including, but not limited to, actual attorney's fees, court costs and expert fees), of any nature whatsoever arising out of the operation of the System by the Board. To secure the obligations in this paragraph, the District shall name the Board as an additional insured on all insurance policies providing coverage for the District's activities and shall provide documentary proof of this addition to the Board promptly following execution of this Agreement. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement.

4. Convey to the Board any/all operations and maintenance manuals, as built drawings, system maps, customer lists and any other records regarding the System. The Board shall maintain these documents and any other documents pertinent to the business/operation of system.

5. Allow the Board full and complete control of the operation and maintenance of the System.

6. If requested by the Board, provide the Board an accurate list of current customer accounts and an accurate reproduction of all account data associated with these customer accounts.

7. Allow the Board full access to facilities, records, documents, databases and other property or information of the District which the Board requires in the furtherance of the Parties' obligations under this Agreement.

C. THE PARTIES AGREE THAT:

1. This Agreement, which is the complete and final Agreement between the Parties, is subject to and contingent upon the review and approval of the Commission in accordance with West Virginia Code § 24-2-12. The Parties shall cooperate in this proceeding to promote the approval of this Agreement. If the Commission disapproves any part of this Agreement, the entire Agreement shall be null and void unless the Board and the District agree in writing to the modification(s) made by the Commission.

2. Any item or information to be delivered by one Party to the other by the terms of

this Agreement shall be delivered as of the time of the Parties' execution of this Agreement, notwithstanding the anticipated review period by the Commission.

3. Any previous agreement or representation, written or oral, is invalid to the extent that it contradicts the provisions of this Agreement. This Agreement may be amended only by a written modification, executed by both Parties.

4. The term of this Agreement shall be one (1) year from the date first written above, or until the acquisition of the System by the Board is ordered approved by the Commission, whichever first occurs. The Parties may extend this Agreement for additional terms upon mutual written agreement. The parties may likewise terminate this Agreement upon mutual agreement.

5. Any notice, demand or request given regarding this Agreement shall be effective if sent by first class mail, postage pre-paid, to:

Morgantown Utility Board
P.O. Box 852
Morgantown, West Virginia 26507-0852

Cheat View Public Service District
1073 Cheat Road
Morgantown, West Virginia 26508

6. This Agreement shall be binding upon the successors and assigns of the respective Parties hereto.

7. This Agreement is made in and shall be governed by, construed and enforced in accordance with the laws of the State of West Virginia.

8. This Agreement may not be modified or amended except by a further written agreement of the Parties hereto.

9. Any delay by any Party hereto in enforcing any right hereunder with respect to a breach of any provision of this Agreement shall not operate or be construed as a waiver of any such right. Any waiver must be in writing and shall not operate as a waiver with respect to any

subsequent breach.

10. If any provision of this Agreement is found to be invalid, illegal, unenforceable or contrary to law in any respect by a court of competent jurisdiction, such provision shall be severable and shall have no further force or effect, but its invalidity will not affect the validity or enforceability of the remaining provisions of this Agreement.

11. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Morgantown Utility Board and Cheat View Public Service District have caused this Agreement to be signed by their proper and duly authorized representatives as of the date first above written.

MORGANTOWN UTILITY BOARD

By _____
Michael W. McNulty
General Manager

CHEAT VIEW PUBLIC SERVICE DISTRICT

By _____
Eddie Grimes
Board Member

COBUN CREEK RESERVOIR #2

SECURITY FENCE PROJECT

CONTRACT # 5-2023

MORGANTOWN UTILITY BOARD

WORK ORDER # AW-2208/PHASE 25

BID OPENING: MAY 4, 2023 ~ 3:00 PM

American Fence Company
750 Fairmont Avenue
Fairmont, WV 26554

BID SCHEDULE

Item Number	Description	Estimated Quantity	Unit	Unit Price	Total Item Price Per Bid
1	Mobilization	1	LS	\$1,200.00	\$1,200.00
2	8-foot High Chain Link Fence	1,020	LF	\$58.33	\$59,496.60
3	16-foot Wide X 8-foot High, Double Drive Gate	2	EA	\$1,800.00	\$3,600.00
				TOTAL	\$64,296.60