CHARLES TOWN UTILITY BOARD
AGENDA

WEDNESDAY, FEBRUARY 25, 2026

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

CALL TO ORDER

1. **APPROVAL OF MINUTES**
   a. Approval of February 11, 2026 Regular Meeting Minutes
      UB Minutes 02.11.26.pdf
   b. Approval of February 18, 2026 Special Meeting Minutes
      UB Minutes 02.18.26.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 2026) or by accessing the following zoom link:

   https://us06web.zoom.us/j/87367549863?pwd=ynJnanZi95Ns1IOyMXf8Vr6tc9g2gE.1

   Meeting ID: 873 6754 9863
   Passcode: 472074
   (301)715-8592

3. **UNFINISHED BUSINESS**
   a. Update on WV PSC Case 25-1000-LRR-WS-C - Possible Executive Session under the provision of W. VA Code §6-9a-4(b)(12) - To discuss any matter which, by express provision of federal law or state statute or rule of court is rendered confidential, or which is not considered a public record within the meaning of the freedom of information act as set forth in article one, chapter twenty-nine-b of the code.
      2026.02.19 PSC Order.pdf
   b. Request for Proposals for a Preliminary Engineering Report for Summit Point Motorsports Park

4. **NEW BUSINESS**
   a. Water & Wastewater Rate Study - Agreement for Professional Services

with Willdan Financial Services
Rate Study Agreement for Prof Svr .pdf

b. Addendum #1 to April 5, 2023 Terms of Representation Agreement with Kay Casto & Chaney, PLLC
Kay Casto Chaney Proposed Addendum 1.pdf

c. Collection System Project - Resolution No. 25 - CWSRF No. 8, Pay App No. 11
Collection System Project - Resolution No. 25 - CWSRF No. 8, Pay App No. 11.pdf

d. Collection System Project - Resolution No. 26 - CIF No. 19
Collection System Project - Resolution No. 26 - CIF No. 19.pdf

e. Collection System Project - Additional RPR Inspection Services Proposal
GDF Additional RPR Proposal for CTUB.pdf

f. Water Advisory Committee CTUB Nominee

5. **MANAGER REPORTS**
   a. Utility Manager Report
   Draft Revenue & Expense December 2025.pdf
   b. Chairman Report

6. **APPROVAL OF BILLS**
   a. February 25, 2026
   Board Report 02.25.26.pdf

7. **ADJOURNMENT**

8. **INFORMATION ONLY**
   a. Next Meeting - March 11, 2026 at 4:00 P.M.

CHARLES TOWN UTILITY BOARD

Wednesday, February 25, 2026

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

Approval of February 11, 2026 Regular Meeting Minutes

Attachments:

UB Minutes 02.11.26.pdf

Charles Town Utility Board
Regular Board Meeting
February 11, 2026

The Charles Town Utility Board held a regular meeting on February 11, 2026 at 4:00 P.M. Members of the Board present were; Brent Manuel, Chairman; John Maxey, Vice Chairman; Duke Pierson, Treasurer; Heidi Parker, Board Member and Patrick Kratovil, Board Member (Zoom). Also present were Kristen Stolipher, Utility Manager; April Shultz, Assistant Utility Manager; Ashley Stottlemyer, Secretary; and Cindy Wilson, Legal Counsel (Zoom).

County Commission Liaison, Commissioner Mike Mood was absent from the meeting.

CALL TO ORDER

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

APPROVAL OF MINUTES

Approval of January 28, 2026 Regular Meeting Minutes

The Chairman called for changes or corrections to the January 28, 2026 regular meeting minutes.

Action: **Motion made by Mrs. Parker, second by Mr. Pierson, the Board unanimously approved the January 28, 2026 regular meeting minutes as presented.**

Approval of February 5, 2026 Special Meeting Minutes

The Chairman called for changes or corrections to the February 5, 2026 special meeting minutes.

Action: **Motion made by Mr. Pierson, second by Mr. Maxey, the Board unanimously approved the February 5, 2026 special meeting minutes as presented.**

PUBLIC COMMENT

Public comment was received by Kelly Browne, Jacqueline Milliron and Christine Wimer.

UNFINISHED BUSINESS

Update on WV PSC Case 25-1000-LRR-WS-C - Possible Executive Session under the provision of W. VA Code §6-9a-4(b)(12) - To discuss any matter which, by express provision of federal law or state statute or rule of court is rendered confidential, or which is not considered a public record within the meaning of the freedom of information act as set forth in article one, chapter twenty-nine-b of the code.

This item was moved to the end of the meeting.

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

Draft Burns Farm Extension Agreement Renewal - Possible Executive Session Under: WV State Code §6-9A-4(b)(9) - To consider matters involving or affecting the purchase, sale or lease of property, advance construction planning, the investment of public funds or other matters involving commercial competition, which if made public, might adversely affect the financial or other interest of the state or any political subdivision and involving contract matters.

This item was moved to the end of the meeting.

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

Summit Point Motorsports Park Funding Update

At the last meeting the Board directed Staff to evaluate financial possibilities. Mr. John Stump, from Steptoe and Johnson, briefed the Board on the financial scenarios for a $3 million bond and $6 million bond issuance prepared by Mr. John Kunkle, CTUB's accountant, which he provides both options are financially feasible. Mrs. Shultz added that both Mr. Kunkle's pro formas show there is enough debt coverage currently without a rate impact to current customers. The Board provided discussions. Mr. Stump mentioned CTUB cannot fund a bond, but must go through City Council. The Board agreed that CTUB should be the utility to operate the facilities, but unsure of the financial avenue to get there without affecting ratepayers.

Action: **Motion made by Mr. Maxey for CTUB to reaffirm its prior support for providing water and wastewater service to the Summit Point Motorsports Park Project, as previously contemplated under a State-funded structure. The Board recognizes that the State grant amount has been materially reduced and that this change alters the financial assumptions underlying the Board's prior action. As a municipal utility without independent bonding authority, CTUB cannot finance development-related infrastructure and will not support any financing structure that places development-related financial risk on utility ratepayers or City resources. The Board looks forward to working with the Jefferson County Development Authority, Jefferson County Commission and other partners to identify a lawful and financially sound structure consistent with these principles.**

Mr. Pierson amended the motion that no dollar figure be attached at this time. Mr. Maxey agreed to the friendly amendment and Mr. Pierson seconded the motion, after discussions from the Board, the Board unanimously approved the motion.

Action: **Motion made by Mr. Maxey, second by Mrs. Parker, with discussions from the Board, the Board approved authorizing publication of an RFP for engineering services to evaluate water and wastewater service alternatives for the Summit Point Motorsports Park. The RFP shall specify that the purpose of the preliminary engineering report is to assess current service needs, right-size infrastructure based on exiting business demand, evaluate modular and phased design alternatives, and identify options that minimize upfront capital costs. Mr. Pierson voted against the motion.**

Utility Manager Posting - Possible Executive Session under the provision of W. VA Code §6-9A-4(b)(2)(A)- Matters arising from the appointment, employment, retirement, promotion, transfer, demotion, disciplining, resignation, discharge, dismissal or compensation of a public officer or employee, or prospective public officer or employee unless the public officer or employee or prospective public officer or employee requests an open meeting.

This item was moved to the end of the meeting.

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

NEW BUSINESS

Rate Study Request for Proposals

The Chairman provided that proposals were received from Quantom and Willdan Financial Services. The Board provided discussions.

Action: Motion made by Mr. Maxey, second by Mr. Kratovil, the Board unanimously approved the RFP for Willdan Financial Services.

Steptoe and Johnson Engagement Letter

The Chairman provided the Engagement Letter for Steptoe and Johnson relating to environmental issues, human resource and bonds was included in the packet for the Board's review.

Action: Motion made by Mr. Kratovil, second by Mr. Maxey, the Board unanimously authorized the General Manager to move forward with signing the Engagement Letter.

GDF – Wastewater Plant Agreement between Owner and Engineer for Professional Services

Chris Eckenrode from GDF briefed the Board. Mrs. Wilson has reviewed the agreement and the Board provided discussions.

Action: Motion made by Mrs. Parker, second by Mr. Kratovil, the Board unanimously approved the Wastewater Plant Agreement between the Owner and Engineer for Professional Services.

Tuscawilla Plant Membrane Replacement Request for Proposals

Mr. Eckenrode briefed the Board on the Tuscawilla membrane replacement.

Action: Motion made by Mr. Pierson, second by Mr. Maxey, the Board unanimously accepted the RFP for Tuscawilla as submitted.

Cantor Hollow Additional Engineering Proposal

Mr. Eckenrode provided since the project has changed hands multiple times, the pump station will not fit at the old area it was envisioned to go so modifications were made and the project is almost bid ready.

Action: Motion made by Mr. Maxey, second by Mr. Pierson, the Board unanimously approved the additional engineering proposal for $28,500.00.

MANAGER REPORTS

Utility Manager Report

Mrs. Stolipher provided her report on this month's sewer and water efforts. Mr. Maxey had a question on the number of CIF's paid last month.

Action: No action required by the Board.

Chairman Report

The Chairman provided the Compensation Study by PayPoint HR is moving along and should have a draft for the Board in the near future.

Action: No action required by the Board.

APPROVAL OF BILLS

February 11, 2026

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

EXECUTIVE SESSION

Update on WV PSC Case 25-1000-LRR-WS-C - Possible Executive Session under the provision of W. VA Code 6-9a-4(b)(12) - To discuss any matter which, by express provision of federal law or state statute or rule of court is rendered confidential, or which is not considered a public record within the meaning of the freedom of information act as set forth in article one, chapter twenty-nine-b of the code.

Draft Burns Farm Extension Agreement Renewal - Possible Executive Session Under: WV State Code §6-9A-4(b)(9) - To consider matters involving or affecting the purchase, sale or lease of property, advance construction planning, the investment of public funds or other matters involving commercial competition, which if made public, might adversely affect the financial or other interest of the state or any political subdivision and involving contract matters.

Utility Manager Posting - Possible Executive Session under the provision of W. VA Code §6-9A-4(b)(2)(A)- Matters arising from the appointment, employment, retirement, promotion, transfer, demotion, disciplining, resignation, discharge, dismissal or compensation of a public officer or employee, or prospective public officer or employee unless the public officer or employee or prospective public officer or employee requests an open meeting.

Action: **Motion made by Mr. Maxey, second by Mr. Pierson, the Board unanimously approved convening into Executive Session at 4:57 P.M. to discuss the three items noted.**

The Board convened back into public session at 5:23 P.M.

Action: **Motion made by Mr. Maxey, second by Mr. Pierson, the Board unanimously approved the draft Burns Farm Agreement with one amendment, that being an addition of a clause requiring adherence to adopted CTUB policy and a reference to the website.**

The Chairman mentioned he had a chance to speak with a consulting firm who performs executive searches which cost roughly around $30,000 - $40,000 and a timeline of 90 days at a minimum. The Board provided discussions on the job position and advertising for the position.

Action: **Motion made by Mr. Pierson, second by Mr. Maxey, the Board unanimously approved scheduling a Special Meeting on Wednesday, February 18th at 4:00 P.M. to discuss the position, filling the position and advertising for the position.**

ADJOURNMENT

There being no further business at this time, the Board adjourned the meeting.

Action: **Motion made by Mr. Pierson, second by Mr. Maxey, the Board unanimously approved to adjourn the meeting at 5:31 P.M.**

INFORMATION ONLY

The next meeting is scheduled for Wednesday, February 25, 2026 at 4:00 P.M. at 661 S. George Street.

Brent Manuel	Ashley Stottlemyer
Chairman	Secretary

CHARLES TOWN UTILITY BOARD

Wednesday, February 25, 2026

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

Approval of February 18, 2026 Special Meeting Minutes

Attachments:

UB Minutes 02.18.26.pdf

Charles Town Utility Board
Regular Board Meeting
February 18, 2026

The Charles Town Utility Board held a special meeting on February 18, 2026 at 4:00 P.M. Members of the Board present were Brent Manuel, Chairman; John Maxey, Vice Chairman; Duke Pierson; Treasurer; Heidi Parker, Board Member and Patrick Kratovil, Board Member. Also present were April Shultz, Assistant Utility Manager; Ashley Stottlemyer, Secretary; County Commission Liaison, Commissioner Mike Mood and Cindy Wilson, Legal Counsel (Zoom).

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

PUBLIC COMMENT
No public comment was received.

NEW BUSINESS
Utility Manager Posting - Possible Executive Session Under: WV State Code Section 6-9A-4(b)(2)(A) - Matters arising from the appointment, employment, retirement, promotion, transfer, demotion, disciplining, resignation, discharge, dismissal or compensation of a public officer or employee, or prospective public officer or employee unless the public officer or employee or prospective public officer or employee requests an open meeting.
The Chairman mentioned the purpose of the meeting was to prepare a job posting for the General Manager position and review the corresponding job description. Mrs. Wilson introduced Erin Webb, a partner from Kay Casto & Chaney's Morgantown office who practices Employment Law. Also included on Zoom was Stephanie Grove, Attorney for the City of Charles Town.

Action: **Motion made by Mr. Pierson, second by Mr. Maxey, the Board unanimously approved convening into Executive Session at 4:06 P.M. for legal advice regarding Utility Manager posting and under WV State Code Section 6-9A-4(b)(2)(A) - Matters arising from the appointment, employment, retirement, promotion, transfer, demotion, disciplining, resignation, discharge, dismissal or compensation of a public officer or employee, or prospective public officer or employee unless the public officer or employee or prospective public officer or employee requests an open meeting.**

The Board convened back into public session at 4:58 P.M.

The Board discussed various outlets to post the Utility Manager position and the budget for advertising.

Action: **Motion made by Mr. Pierson, second by Mr. Kratovil, the Board unanimously approved a budget of up to $2500.00 for advertising for the General Manager position and evaluate after two weeks and increase the amount if necessary.**

Action: **Motion made by Mr. Maxey, second by Mrs. Parker, to amend the previous job posting by 1. Make reference to the enabling statute, 2. Increase the**

starting salary from $100,000 to $110,000, 3. Update the system description from 6000 metered residential and commercial customers to the current accurate total, the total customers served and the annual budget, 4. Under Requirements section, insert the word desired after the first sentence and add Public Engineer or Master's degree preferred and insert the word Preferred after each statement in that same section. Mrs. Parker amended the motion, second by Mr. Pierson, to replace the name under the To Apply section to Chairman. Mr. Maxey accepted the amendment to his original motion. The Board unanimously approved the motion.

Mr. Maxey mentioned that as a follow-up from the last meeting, there was an action item to post an RFP for a Preliminary Engineering Report, but heard from the attorney that CTUB's existing engineer would be able to take on that task without having to have it advertised. He would like to hear from the engineer at the next meeting regarding this to move forward. Mrs. Parker suggested hearing from Summit Point on who they wish to serve the property.

ADJOURNMENT

There being no further business at this time, the Board adjourned the meeting.

Action: **Motion made by Mr. Pierson, second by Mr. Maxey, the Board unanimously approved to adjourn the meeting at 5:22 P.M.**

INFORMATION ONLY

The next meeting is scheduled for Wednesday, February 25, 2026 at 4:00 P.M. at 661 S. George Street.

_____	_____
Brent Manuel	Ashley Stottlemyer
Vice Chairman	Secretary

CHARLES TOWN UTILITY BOARD

Wednesday, February 25, 2026

Regular Meeting

661 South George Street
Charles Town, WV 25414

Update on WV PSC Case 25-1000-LRR-WS-C - Possible Executive Session under the provision of W. VA Code §6-9a-4(b)(12) - To discuss any matter which, by express provision of federal law or state statute or rule of court is rendered confidential, or which is not considered a public record within the meaning of the freedom of information act as set forth in article one, chapter twenty-nine-b of the code.

Attachments:

2026.02.19 PSC Order.pdf

PUBLIC SERVICE COMMISSION
OF WEST VIRGINIA
CHARLESTON

At a session of the PUBLIC SERVICE COMMISSION OF WEST VIRGINIA in the City of Charleston on the 19th day of February 2026.

CASE NO. 25-1000-LRR-WS-C

MADISON GREENS, LLC, AND
BEALLAIR HOMES, LLC,

Complainants,

v.

CITY OF CHARLES TOWN AND
CHARLES TOWN UTILITY BOARD

Defendants.

COMMISSION ORDER

The Commission denies the Motions to Dismiss filed by Defendants City of Charles Town (City) and Charles Town Utility Board (CTUB), and establishes a procedural schedule.

BACKGROUND

On December 17, 2025, Madison Greens, LLC (Madison Greens) and Beallair Homes, LLC (Beallair) (collectively the Complainants) filed a verified formal complaint against the City and CTUB.

Madison Greens is a residential real estate developer in Ranson, West Virginia, and is also a customer of CTUB.[1] Beallair is a residential developer in Jefferson County, West Virginia, and is also a customer of CTUB.[2] Both Complainants are subject to CTUB's Capacity Improvement Fees (CIFs) for new connections to its water and sewer systems.[3]

The Complainants alleged that the City, through its City Council, approves ordinances to amend and reenact rates, rules, and regulations for furnishing water and sewer service to customers served by CTUB.[4]

---

[1] Compl. at ¶ 1.
[2] Compl. at ¶ 3.
[3] Compl. at ¶¶ 1, 3.
[4] Compl. at ¶ 5.

In July 2025, the Complainants alleged that the City began discussions to update the CIFs for CTUB's water and sewer connections.[5] The City hired a consultant, Raftelis Financial Consultants, Inc. (Raftelis), to provide recommendations for revised CIFs.[6]

In sum, the Complainants alleged that the consultant recommended a water CIF of $1,909, and a sewer CIF of $2,784.[7] On November 17, 2025, however, the City Council voted to adopt new water rates with a CIF of $2,773,[8] and new sewer rates with a CIF of $4,495.[9] The effective date of the new proposed water and sewer ordinances is January 1, 2026.[10]

The Complainants alleged, in part, that the recently approved CIFs for water and sewer are unjust and unreasonable based upon the City's own consultant's analysis.[11]

On December 17, 2025, the Commission referred this case to the Division of Administrative Law Judges (ALJ).

On December 22, 2025, the Commission rescinded the December 17, 2025 Referral Order and retained this matter.

On December 23, 2025, CTUB filed a Motion for Extension of Time to File Response (Motion to Extend). The Motion to Extend requested additional time to respond to the Complaint due to the upcoming holidays and sought an extension until January 16, 2026.[12]

On December 30, 2025, the Commission entered an Order that tolled the statutory 180-day period for resolution required by W. Va. Code § 24-2-1(b)(7) until the necessary information identified was filed by Defendants.

On January 16, 2026, and January 20, 2026, Defendants filed the information required by the December 30, 2025 Order.

Also, on January 16, 2026, both the City and CTUB filed Answers to the Complaint and Motions to Dismiss.

In its Motion to Dismiss, the City argued that it is a locally rate-regulated utility (LRR), and as such, W. Va. Code § 24-1-1(j) grants its City Council, as the

---

[5] Compl. at ¶ 10.
[6] Id.
[7] Compl. at ¶ 18.
[8] Compl. at ¶ 20.
[9] Id.
[10] Compl. at ¶ 21.
[11] Compl. at ¶ 23.
[12] Mot. to Extend at ¶ 2, 3.

governing body, sole responsibility to set rates for services provided by CTUB.[13] The City stated that the Complaint essentially requests that the Commission substitute its judgment, or the judgment of the Defendants' outside consultant, regarding the CIFs at issue.[14] The City argued that this violates the City's ratemaking authority as an LRR, and that the Complaint should therefore be dismissed.

In addition, the City argued that W. Va. Code § 24-2-1(b)(7) provides that only customers of water and sewer utilities operated by political subdivisions of the State may bring a formal Complaint.[15] Neither Complainant is a water customer of CTUB. The City argued that, if the entire Complaint is not dismissed, the Commission should dismiss the claims related to the water CIF for lack of standing.

CTUB argued that the responsibility to set its rates lies with the City and its governing body, the City Council.[16] As with the City, CTUB argued that the Complaint is nothing more than a request that the Commission substitute its judgment, or the judgment of its consultant, for that of the City.[17] Thus, CTUB stated the Complaint should be dismissed pursuant to W. Va. Code § 24-1-1(j). CTUB also argued that Complainants are not water customers of CTUB, and therefore, cannot challenge the water CIF under W. Va. Code § 24-2-1(b)(7).[18]

On January 21, 2026, Staff filed its Initial Joint Staff Memorandum (Staff Memo). In the Staff Memo, Staff recommended that the Complaint be dismissed in its entirety for lack of jurisdiction.[19] Staff also argued that, should the Commission proceed with review of the Complaint under W. Va. Code § 24-2-1(b)(7), such review should be limited to the sewer CIF because the Complainants are not water customers of CTUB.[20]

Staff stated that, under current West Virginia law, a locally rate-regulated municipality's decision to impose a water and sewer CIF that exceeds the amount initially recommended by its outside consultant does not constitute an "unreasonable action or practice" under W. Va. Code § 24-2-1(b)(7). Further, the statute "expressly limits the Commission's jurisdiction over municipally operated water and sewer utilities, reserving primary authority over rates, fees, and charges to the municipality itself."[21] Thus, "[t]he Commission's retained powers under W. Va. Code § 24-2-1(b), including its authority to address 'unreasonable'

---

[13] City Motion at Bates 10-11.
[14] Id. at Bates 10.
[15] Id. at Bates 12-13.
[16] CTUB Motion at Bates 11.
[17] Id. at Bates 11-12.
[18] Id. at Bates 12.
[19] Staff Memo at p. 1.
[20] Id.
[21] Id. at p. 4.

practices, do not equate to a general grant of rate-setting or rate-review authority for locally rate-regulated utilities."[22]

With respect to the allegations concerning enactment of the CIFs, Staff stated that the consultant's recommendation "is advisory in nature and does not ultimately constrain the municipality's legislative discretion in establishing rates and charges ... [a] fee exceeding such a recommendation reflects a policy judgment, not per se unreasonableness."[23] Therefore, "Legal Staff maintains that undertaking such a granular examination of the calculation of the CIFs at issue would, in effect, require the Commission to engage in a ratemaking exercise expressly prohibited by statute."[24]

Moreover, Staff argued that the term "unreasonable" in W. Va. Code § 24-2-1(b)(7) must be construed in light of the Commission's limited jurisdiction and should not be used as a vehicle to second-guess municipal fee determinations.[25] "Where a CIF is adopted through a duly enacted ordinance following proper notice and public hearing, and is rationally related to legitimate infrastructure and financial objectives, it falls squarely within municipal authority and does not constitute an unreasonable action or practice under West Virginia law."[26]

Staff, like Defendants, further argued that if the Commission proceeds with review of the Complaint, it should be limited to the sewer CIF.

On January 23, 2026, CTUB filed a response to the Staff Memo and stated that it concurred with the conclusions therein.

On January 26, 2026, Complainants filed a response to Defendants' Motions to Dismiss (Complainants' Response). In Complainants' Response, they stated that Defendants had failed to put forth arguments sufficient to warrant dismissal of the Complaint. Here, the Complaint challenged whether the CIFs are unjust, unreasonable, or discriminatory, which Complainants argue is squarely within the Commission jurisdiction.[27]

Despite Defendants' reliance on W. Va. Code § 24-1-1(j), Complainants argued that the Commission has jurisdiction over the claims in the Complaint under W. Va. Code § 24-2-1(b)(7).[28] According to Complainants, W. Va. Code § 24-2-1(b)(7) explicitly gives the Commission authority to review a political subdivision's regulations, measurements, practices, acts, or services when alleged

---

[22] Id.
[23] Id.
[24] Id. at pp. 4-5.
[25] Id. at p. 5.
[26] Id.
[27] Complainants' Response at ¶ 1.
[28] Id. at ¶ 3.

to be unjust or unreasonable. Defendants also acknowledge this fact.[29] Indeed, CTUB's Answer "further admitted that West Virginia Code § 24-2-1(b)(7) explicitly provides the Commission with the ability to 'set aside, alter, or amend' rates, fees, and charges fixed by a political subdivision."[30]

Complainants also argued that the Commission has the authority to review the water CIF notwithstanding the fact that neither Beallair nor Madison Greens is a water customer of CTUB.[31] They argued that the Commission has jurisdiction under W. Va. Code § 24-2-7(a), which grants the Commission the authority to correct unjust or unreasonable acts or practices, regardless of whether the Complainants are current customers of the specific service.[32]

Furthermore, Complainants argued that the CIFs are "inseparable: they were developed concurrently, used the same consultant and methodology, and were approved through the same process."[33] It would be "illogical" to review one without the other.[34] Therefore, dismissing the Complaint before a review on the merits would be improper.

On February 2, 2026, Complainants filed a response to the Staff Memo. Complainants opposed Staff's recommendation to dismiss the Complaint for lack of jurisdiction. Complainants cited W. Va. Code § 24-2-1(b)(7) for the proposition that the West Virginia Legislature authorized the Commission to "set aside, alter, or amend rates, fees, and charges fixed by a political subdivision."[35] Complainants argued that if the Legislature wished to limit the Commission's authority to set aside, alter or amend rates, fees, and charges set by a political subdivision, it would have removed the language in the statute that states: "[t]hat if the matter complained of would affect rates, fees, and charges fixed by the political subdivision providing separate or combined water and/or sewer services, the rates, fees, or charges shall remain in full force and effect until set aside, altered, or amended by the Commission in order to be followed in the future."[36]

Complainants also argued, much like in the Response to the Motions to Dismiss, that W. Va. Code § 24-2-7(a) gives the Commission the authority to review the water CIF, even though neither Madison Greens nor Beallair is a water customer of CTUB.[37]

DISCUSSION

---

[29] Id. at ¶ 2.
[30] Id.
[31] Id. at ¶ 5.
[32] Id.
[33] Id. at ¶ 6.
[34] Id.
[35] Complainants' Response to Staff Memo at ¶ 3 (internal citations and quotations omitted).
[36] Id., *citing* W. Va. Code § 24-2-1(b)(7).
[37] *See, e.g.*, Id. at ¶ 6.

West Virginia Code § 24-2-1(a) (2022) extends the jurisdiction of the Commission "to all public utilities in this state[.]" This jurisdiction includes "[a]ny public service district created under the provisions of § 16-13A-1 et seq. of this code[.]" But that jurisdiction is not without limits; the Commission's jurisdiction over LRR public service districts "is limited to those powers enumerated in § 24-2-1(b)[.]"[38]

In 2015, the Legislature stated that LRR public service districts "are most fairly and effectively regulated by the local governing body with respect to rates, borrowing and capital projects."[39] It transferred the authority to set rates, fees and charges for those public service districts from the Commission to the county commission that created them.[40]

West Virginia Code § 24-2-1(b)(7) provides:

> (b) The jurisdiction of the commission over political subdivisions of this state providing separate or combined water and/or sewer services and having at least 4,500 customers and annual combined gross revenues of $3 million or more that are political subdivisions of the state is limited to:
>
> (7) Customers of water and sewer utilities operated by a political subdivision of the state may bring formal or informal complaints regarding the commission's exercise of the powers enumerated in this section and the commission shall resolve these complaints ... however, That whenever the commission finds any regulations, measurements, practices, acts, or service to be unjust, unreasonable, insufficient, or unjustly discriminatory, or otherwise in violation of any provisions of this chapter, or finds that any service is inadequate, or that any service which is demanded cannot be reasonably obtained, the commission shall determine and declare, and by order fix reasonable measurement, regulations, acts, practices or services, to be furnished, imposed, observed, and followed in lieu of those found to be unjust, unreasonable, insufficient, or unjustly discriminatory, inadequate, or

---

[38] *See* Mason Cnty. Pub. Serv. Dist. v. PSC of W. Va., 247 W. Va. 580, 583-584 (2022) (internal citations and quotations omitted) (hereinafter Mason County PSD.)
[39] W. Va. Code § 24-1-1(j).
[40] W. Va. Code § 16-13A-(a)(2).

> otherwise in violation of this chapter, and shall make an order that is just and reasonable.

Furthermore, the jurisdiction of the Commission over LRR political subdivisions of West Virginia includes the regulation of "measurements, practices, acts or services, as granted and described in § 24-2-7."[41] West Virginia Code § 24-2-7(a) provides:

> Whenever, under the provisions of this chapter, the commission shall find any regulations, measurements, practices, acts, or service to be unjust, unreasonable, insufficient, or unjustly discriminatory, or otherwise in violation of any provisions of this chapter, or shall find that any service is inadequate, or that any service which is demanded cannot be reasonably obtained, the commission shall determine and declare, and by order fix reasonable measurement, regulations, acts, practices or services, to be furnished, imposed, observed, and followed in the state in lieu of those found to be unjust, unreasonable, insufficient, or unjustly discriminatory, inadequate or otherwise in violation of this chapter, and shall make such other order respecting the same as shall be just and reasonable.

A similar issue – the Commission's jurisdiction over fees set by an LRR – was addressed in the Mason County PSD case. The Commission and the West Virginia Supreme Court of Appeals confirmed that, although the Commission does not set the rates, fees, and charges of LRR utilities, it retains jurisdiction under W. Va. Code §§ 24-2-1(b)(2) and 24-2-7(a) to investigate and invalidate an LRR's practices when those practices are alleged to be unjust or unreasonable. The Court held that this authority includes the power to review an LRR's measurements, practices, acts, or services "whenever" they are challenged, and that no statutory time limitation applies to such investigations.[42]

Applying that precedent here, the Complainants allege that the recently approved water and sewer CIFs are unjust and unreasonable based on the City's own consultant's analysis. Under W. Va. Code § 24-2-1(b)(7), customers of an LRR may file complaints challenging an act or omission of the utility within thirty days, and the Commission is expressly authorized to adjudicate such complaints and to review the utility's regulations, measurements, practices, acts, or services when alleged to be unjust or unreasonable, including matters that affect rates,

---

[41] West Virginia Code § 24-2-1(b)(2).
[42] Mason County PSD, 247 at 585.

fees, and charges set by the political subdivision. Consistent with Mason County PSD, the Commission also has authority under W. Va. Code § 24-2-7(a) to investigate and invalidate the City's and CTUB's CIFs if they are found to be unjust or unreasonable. Accordingly, the Commission has jurisdiction to resolve the issues raised in the Complaint under both statutory provisions.

Tolling

In its December 30, 2025, Order, the Commission tolled the running of the Resolution Period as of the date of that Order. Thirteen days elapsed between the filing of the Complaint and that Order, leaving 167 days for a Commission decision. The Commission tolled the running of those 167 days until the Commission receives the information necessary to process this case—identified in the December 30, 2025, Order - and issues an order to that effect. On January 16, 2026, and January 20, 2026, Defendants filed information in response to the December 30, 2025, Order. Thus, having reviewed the information filed by the City and CTUB, the Commission confirms that it is the "necessary information showing the basis of the matter complained,"[43] and the 167 remaining days for a Commission decision in this matter will begin to run as of January 20, 2026, making the Commission's final decision in this matter due on or before July 6, 2026.

Given the above, the Commission will set the following procedural schedule:

Direct Testimony	4:00 p.m. April 10, 2026
Rebuttal Testimony	4:00 p.m. May 1, 2026
Witness List	May 15, 2026
Evidentiary Hearing	May 21, 2026, beginning at 9:30 a.m., in the Howard M. Cunningham Hearing Room, Commission Headquarters, 201 Brooks Street, Charleston, West Virginia.
Post-hearing briefs—Initial Brief	June 8, 2026
Reply Brief	June 15, 2026

FINDINGS OF FACT

1. On November 17, 2025, the City Council voted to adopt new water rates with a CIF of $2,773,[44] and new sewer rates with a CIF of $4,495.[45] The effective date of the new water and sewer ordinances is January 1, 2026.[46]

[43] Id.
[44] Compl. at ¶ 20.
[45] Id.
[46] Compl. at ¶ 21.

2. On December 17, 2025, the Complainants filed the formal Complaint challenging the above-referenced water and sewer ordinances.

3. The Complaint was filed within thirty days of the passage of the City's water and sewer ordinances.

4. The Complaint alleged that the recently approved CIFs for water and sewer are unjust and unreasonable based upon the City's own consultant's analysis.[47]

5. On December 30, 2025, the Commission entered an Order that tolled the statutory 180-day period for resolution required by W. Va. Code § 24-2-1(b)(7) until the necessary information identified below was filed by Defendants and the Commission issued an order to that effect.

6. On January 16, 2026, and January 20, 2026, Defendants filed the information required by the December 30, 2025, Order.

7. Also, on January 16, 2026, both the City and CTUB filed Answers to the Complaint and Motions to Dismiss.

8. Defendants argued that the Commission does not have jurisdiction over the claims in the Complaint because CTUB is a locally rate-regulated utility (LRR), and as such, W. Va. Code § 24-1-1(j) grants the City Council, as the governing body, sole responsibility to set rates for services provided by CTUB.[48]

9. In addition, Defendants argued that, at a minimum, the Commission should dismiss the claims regarding the water CIF because neither Complainant is a water customer of CTUB, and W. Va. Code § 24-2-1(b)(7) provides that only customers of water and sewer utilities operated by political subdivisions of the State may bring a formal complaint.[49]

10. On January 21, 2026, Staff filed its Initial Joint Staff Memorandum (Staff Memo). In the Staff Memo, Staff recommended that the Complaint be dismissed in its entirety for lack of jurisdiction.[50] Staff also argued that, should the Commission proceed with the case, review of the Complaint under W. Va. Code § 24-2-1(b)(7) should be limited to review of the sewer CIF because the Complainants are not water customers of CTUB.[51]

---

[47] Compl. at ¶ 23.
[48] City Motion at Bates 10-11.
[49] Id. at Bates 12-13.
[50] Staff Memo at p. 1.
[51] Id.

11. On January 26, 2026, Complainants responded to the Motions to Dismiss. Complainants argued that the Commission has jurisdiction over the claims in the Complaint under W. Va. Code § 24-2-1(b)(7) and W.Va. Code § 24-2-7(a).[52]

12. On February 2, 2026, the Complainants filed a response to the Staff Memo. Complainants opposed Staff's recommendation to dismiss the Complaint for lack of jurisdiction, citing W. Va. Code §§ 24-2-1(b)(7) and 24-2-7(a).

CONCLUSIONS OF LAW

1. West Virginia Code § 24-2-1(a) (2022) extends the jurisdiction of the Commission "to all public utilities in this state[.]" This jurisdiction includes "[a]ny public service district created under the provisions of § 16-13A-1 et seq. of this code[.]" However, the Commission's jurisdiction over LRR public service districts "is limited to those powers enumerated in § 24-2-1(b)[.]"[53]

2. West Virginia Code § 24-2-1(b)(7) gives the Commission jurisdiction to resolve complaints between customers of water and sewer utilities operated by a political subdivision of the state, including LRRs.

3. Furthermore, the jurisdiction of the Commission over LRR political subdivisions of West Virginia includes the regulation of "measurements, practices, acts, or services, as granted and described in § 24-2-7."[54]

4. West Virginia Code § 24-2-1(b)(7) allows customers of LRR utilities to file complaints against the LRR challenging an act or omission of the LRR. This section explicitly gives the Commission authority to adjudicate complaints between a customer and a water or sewer utility that is a political subdivision, and to review the utility's regulations, measurements, practices, acts, or services when alleged to be unjust or unreasonable.[55] This includes "if the matter complained of would affect rates, fees, and charges fixed by the political subdivision providing separate or combined water and/or sewer services."[56]

5. The Commission is also authorized by W. Va. Code § 24-2-1(b)(2) to investigate and ultimately invalidate the CIFs enacted by the City and CTUB under W. Va. Code § 24-2-7(a).[57]

---

[52] Id. at ¶ 3.
[53] *See* Mason County PSD, 247 W. Va. at 583-584.
[54] West Virginia Code § 24-2-1(b)(2).
[55] W. Va. Code § 24-2-1(b)(7).
[56] Id.
[57] Mason County PSD, 247 W. Va. at 584.

6. Under W. Va. Code § 24-2-7(a), the Commission may ultimately invalidate a regulation, measurement, practice, act, or service "whenever" the act or practice is found to be unjust or unreasonable.[58] Thus, the Commission has jurisdiction to resolve the issues in the Complaint under both W. Va. Code § 24-2-1(b)(7), and W. Va. Code § 24-2-7(a).

7. Therefore, it is reasonable for the Commission to deny Defendants' Motions to Dismiss.

8. West Virginia Code § 24-2-1(b)(7) requires the Commission to resolve the Complaint between an LRR and a customer within 180 days of its filing.

9. West Virginia Code § 24-2-7(a) does not have a statutory deadline for the Commission's review.

10. It is undisputed that the Complainants' developments do not include new water customers of CTUB—only sewer customers. Thus, it is reasonable to conclude that only the claims regarding the sewer CIF can proceed under W. Va. Code § 24-2-1(b)(7).

11. However, given that the CIFs are "inseparable,"[59] and that time is of the essence in this matter,[60] and recognizing that the Commission retains jurisdiction over unreasonable practices of LRRs pursuant to W.Va. Code § 24-2-7(a), it is reasonable for the Commission to review both CIFs under the 180-day timeline.

12. As stated in the Commission's December 30, 2025, Order, there are 167 days remaining for the Commission's final decision in this matter.[61]

13. The Commission tolled the running of those 167 days until after the Commission receives the information necessary to process this case and issues an order to that effect.

14. Having reviewed the information filed by the City and CTUB, the Commission confirms that they have filed the "necessary information showing the basis of the matter complained,"[62] and the 167 remaining days for a Commission decision in this matter will begin to run as of January 20, 2026, making the Commission's final decision in this matter due on or before July 6, 2026.

---

[58] Id., *citing* W. Va. Code § 247 W. Va. at 584-585.
[59] Id. at ¶ 6.
[60] Commission Order, December 30, 2025, at Conclusions of Law 6 and 7.
[61] Id. at p. 8.
[62] Id.

15. Thus, it is reasonable for the Commission to set the following procedural schedule:

Direct Testimony	4:00 p.m. April 10, 2026
Rebuttal Testimony	4:00 p.m. May 1, 2026
Witness List	May 15, 2026
Evidentiary Hearing	May 21, 2026, beginning at 9:30 a.m., in the Howard M. Cunningham Hearing Room, Commission Headquarters, 201 Brooks Street, Charleston, West Virginia.
Post-hearing briefs—Initial Brief	June 8, 2026
Reply Brief	June 15, 2026

ORDER

IT IS THEREFORE ORDERED that the Motions to Dismiss filed by the City of Charles Town and the Charles Town Utility Board are denied.

IT IS FURTHER ORDERED that the Commission has jurisdiction over the claims alleged in the Complaint pursuant to W. Va. Code § 24-2-1(b)(7) and W. Va. Code § 24-2-7(a), as discussed herein.

IT IS FURTHER ORDERED that the City of Charles Town and the Charles Town Utility Board have filed the information necessary for the Commission to render a decision on January 16, 2026, and January 20, 2026.

IT IS FURTHER ORDERED that the remaining 167 days in the statutory deadline for the Commission's final decision in this matter will commence as of January 20, 2026, making the deadline July 6, 2026, as described herein.

IT IS FURTHER ORDERED that the matter will proceed on the following procedural schedule:

Direct Testimony	4:00 p.m. April 10, 2026
Rebuttal Testimony	4:00 p.m. May 1, 2026
Witness List	May 15, 2026
Evidentiary Hearing	May 21, 2026, beginning at 9:30 a.m., in the Howard M. Cunningham Hearing Room, Commission Headquarters, 201 Brooks Street, Charleston, West Virginia.
Post-hearing briefs—Initial Brief	June 8, 2026
Reply Brief	June 15, 2026

IT IS FURTHER ORDERED that the Executive Secretary of the Commission serve a copy of this Order by electronic service on all parties of record who have filed an e-service agreement, by United States First Class Mail on all parties of record who have not filed an e-service agreement, and on Staff by hand delivery.

A True Copy, Teste,

Karen Buckley

Karen Buckley, Executive Secretary

JAF/lch
251000cb

Public Service Commission of West Virginia

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

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

February 19, 2026

Stephanie F. Grove
Counsel, City of Charles Town
101 E. Washington St.
Charles Town, WV 25414

RE: Case No. 25-1000-LRR-WS-C
Madison Greens LLC, and Beallair Homes, LLC
v.
City of Charles Town and
Charles Town Utility Board

Dear Ms. Grove:

Enclosed is a copy of a Commission order issued today in the above-styled proceeding. **All other parties of record have signed an email agreement.**

Documents submitted to the Public Service Commission of West Virginia may be 1) uploaded to its public website, 2) subject to public disclosure under the West Virginia Freedom of Information Act, and/or 3) subject to disclosure under the West Virginia Open Governmental Proceedings Act. Do not submit personal information with your filings. The Commission is not responsible for confidential or personal information included with your submission. A list of personal information is available here: http://www.psc.state.wv.us/Privacy_Policy/WhatisPII.htm

If you have provided an email address you will automatically receive notifications as documents are filed in this proceeding. The email notifications allow recipients to view a document within an hour from the time the filing is processed. If you have not provided your email address, please send an email to caseinfo@psc.state.wv.us and state the case number in the email subject field. **You are encouraged to file an Electronic Mail Agreement which allows the commission to serve all orders issued in this matter via electronic notification.**

Sincerely,

Karen Buckley

Karen Buckley
Executive Secretary

KB/jn
Enc.

CHARLES TOWN UTILITY BOARD

Wednesday, February 25, 2026

Regular Meeting

661 South George Street
Charles Town, WV 25414

Request for Proposals for a Preliminary Engineering Report for Summit Point Motorsports Park

CHARLES TOWN UTILITY BOARD

Wednesday, February 25, 2026

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

Water & Wastewater Rate Study - Agreement for Professional Services with Willdan Financial Services

Attachments:

Rate Study Agreement for Prof Svr .pdf

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____, by and between **WILLDAN FINANCIAL SERVICES ("WFS")**, a corporation, and the **CHARLES TOWN UTILITY BOARD,** hereinafter referred to as "Client."

WHEREAS, Client desires to employ WFS to furnish ongoing professional services in connection with **WATER AND WASTEWATER RATE STUDY**, hereinafter referred to as the "Project."

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

SECTION I – BASIC SERVICES

WFS shall provide to the Client the basic services described in detail in "Exhibit A," Scope of Services, attached hereto and incorporated herein by this reference.

SECTION II – ADDITIONAL SERVICES

If authorized, WFS shall furnish additional services, which are in addition to the basic services. To the extent that the additional services have been identified in this Agreement, they are itemized in "Exhibit A" and will be paid for by Client as indicated in Section III hereof. As further additional services are requested by Client, this Agreement may be modified and subject to mutual consent by execution of an addendum by authorized representatives of both parties, setting forth the additional scope of services to be performed, the performance time schedule and the compensation for such services.

SECTION III – COMPENSATION

WFS shall be compensated for basic services rendered under Section I, as in accordance with the terms and conditions indicated in "Exhibit B," Fees for Services; and WFS will be compensated for any additional services rendered under Section II as more particularly described in a fully approved and executed addendum to this Agreement. If no addendum is executed, then WFS shall be compensated at its then-prevailing hourly rates for such additional services.

WFS may submit monthly statements for basic and additional services rendered. It is intended that Client will make payments to WFS within thirty (30) days of invoice. All invoices not paid within thirty (30) days shall bear interest at the rate of one and one-half (1½) percent per month or the then-legal rate allowed.

SECTION IV – INDEMNITY; INSURANCE REQUIRED

A. **Indemnity.** WFS shall indemnify and hold harmless Client, its officers, officials, directors, employees, designated agents, and appointed volunteers from and against all claims, damages, losses and expenses, including attorney fees, arising out of the performance of the services described herein, to the extent caused in whole or in part by the negligent acts, errors, or omissions of WFS, any subconsultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence or willful misconduct of Client or Client's officers, agents, or employees.

The parties shall cooperate with each other with respect to resolving any claim, liability or loss for which indemnification may be required hereunder, including by making, or causing the indemnified party to make, all commercially reasonable efforts to mitigate any such claim, liability or loss. Neither party shall have an obligation to indemnify the other party for any losses to the extent they are caused, contributed to or exacerbated by the actions or failure to act of the indemnified party, including without limitation, the failure to take actions to mitigate such losses.

B. **Insurance.** Without in any way limiting WFS' liability pursuant to the indemnification described above, WFS shall maintain, during the term of this contract, the following insurance:

Coverage	Minimum Limits
General Liability Comprehensive General Liability, including: Premises and Operations Contractual Liability Personal Injury Liability Independent Contractors Liability (if applicable)	**$1,000,000 Combined Single Limit, per occurrence and $2,000,000 general aggregate**
Automobile Liability Comprehensive Automobile Liability (including owned, non-owned and hired autos)	**$1,000,000 Combined Single Limit, per occurrence**
Workers' Compensation and Employer's Liability Workers' Compensation Insurance Employer's Liability	**Statutory, $1,000,000**
Professional Liability Professional Liability Insurance	**$1,000,000 per claim and annual aggregate**

SECTION V – INDEPENDENT CONTRACTOR STATUS

WFS shall be an independent contractor and shall have responsibility for and control over the details and means of providing the services under this Agreement.

SECTION VI – OWNERSHIP AND MAINTENANCE OF DOCUMENTS

WFS may rely upon the accuracy of any documents provided to WFS by Client. All documents, including without limitation, reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates, schedules, spreadsheets, or other documents furnished by WFS pursuant to this Agreement, regardless of media (e.g., paper, electronic, magnetic, optical, Mylar, etc), are instruments of WFS' services in respect to this Project and not products. All such documents shall the property of WFS provided, however, that a copy of the final documents shall be made available to Client upon request. These documents are not intended, nor represented to be suitable for reuse by Client or any others on extensions of this Project or on any other project. Any modification or reuse without specific written verification and adoption by WFS for the specific purposes intended will be at user's sole risk. Client agrees to save, keep and hold harmless WFS from all damages, costs or expenses in law and equity including costs of suit and attorneys' fees resulting from such unauthorized reuse. Client further agrees to compensate WFS for any time spent or expenses incurred by WFS in defense of any such claim, in accordance with WFS' prevailing fee schedule.

Client acknowledges that its right to utilize the services and instruments of services of WFS will continue only so long as Client is not in default of the terms and conditions of this Agreement and Client has performed all obligations under this Agreement. Client further acknowledges that WFS has the unrestricted right to use the services provided pursuant to this Agreement, as well as to all instruments of service provided pursuant to this Agreement.

Client agrees not to use or permit any other person to use any instruments of service prepared by WFS, which are not final and which WFS does not sign. Client agrees to be liable for any such use of non-final instruments of service not signed, stamped or sealed by WFS and waives liability against WFS for their use.

WFS shall be entitled to rely upon, with no obligation to verify, the completeness and accuracy of all information, data, reports, studies, plans and specifications provided by Client or by Client's attorney(s), engineer(s), accountant(s), consultant(s) or employee(s) to Consultant. Client shall make no claim against WFS alleging that WFS should not have relied upon such information provided by Client to WFS.

WFS' records, documents, calculations, test information and all other instruments of service shall be kept on file in legible form for a period of not less than two (2) years after completion of the services covered in this Agreement.

SECTION VII – SUSPENSION OF SERVICES

Client may, at any time, by thirty (30) days' written notice, suspend further performance by WFS. All suspensions shall extend the time schedule for performance in a mutually satisfactory manner and WFS shall be paid for all services performed and reimbursable expenses incurred prior to the suspensions date.

SECTION VIII – TERMINATION

Either party may terminate this Agreement at any time by giving thirty (30) days' written notice to the other party of such termination. If this Agreement is terminated as provided herein, WFS will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of WFS covered by this Agreement, less payments of compensation previously made.

SECTION IX – COMPLIANCE WITH LAW

Each party hereto will use reasonable care to comply with applicable laws in effect at the time the services are performed hereunder, which to the best of their knowledge, information and belief apply to their respective obligations under this Agreement.

Consultant shall receive reasonable adjustment for delays and costs incurred due to tariffs, or other similar acts of government.

SECTION X – SUCCESSORS AND ASSIGNS

This Agreement shall be binding on the successors and assigns of the parties; but either party, without written consent of the other party, shall not assign it.

SECTION XI – ATTORNEYS' FEES

In the event that any judgment is entered in any action upon this Agreement, the party hereto against whom such judgment is rendered agrees to pay the amount equal to the reasonable attorneys' fees of the prevailing party in such action and that such amount may be added to and made a part of such judgment.

SECTION XII – ALTERNATIVE DISPUTE RESOLUTION

If a dispute arises between the parties relating to this Agreement, the parties agree to use the following procedure prior to either party pursuing other available remedies:

A. A meeting shall be held promptly between the parties, attended by individuals with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute.

B. If, within thirty (30) days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will jointly appoint a mutually-acceptable neutral person not affiliated with either of the parties (the "neutral"), seeking assistance in such regard if they have been unable to agree upon such appointment within forty (40) days from the initial meeting.

The parties shall share the fees of the neutral equally.

C. In consultation with the neutral, the parties will select or devise an alternative dispute resolution procedure ("ADR") by which they will attempt to resolve the dispute, and a time and place for the ADR to be held, with the neutral making the decision as to the procedure, and/or place and time (but unless circumstances require otherwise, not later than sixty (60) days after selection of the neutral) if the parties have been unable to agree on any of such matters within twenty (20) days after initial consultation with the neutral.

D. The parties agree to participate in good faith in the ADR to its conclusion, as designated by the neutral. If the parties are not successful in resolving the dispute through the ADR, then the parties may agree to submit the matter to binding arbitration or a private adjudicator, or either party may seek an adjudicated resolution through the appropriate court.

SECTION XIII – RECORDS

Records of WFS' direct labor costs, payroll costs, and reimbursable expenses pertaining to the Project covered by this Agreement will be kept on a generally recognized accounting basis and made available during normal business hours upon reasonable notice.

WFS' records will be available for examination and audit if and as required.

SECTION XIV – MISCELLANEOUS PROVISIONS

This Agreement is subject to the following special provisions:

A. The titles used in this Agreement are for general reference only and are not a part of the Agreement.

B. This Agreement shall be interpreted as though prepared by both parties.

C. Any provision of this Agreement held to violate any law shall be deemed void, and all remaining provisions shall continue in full force and effect.

D. This Agreement shall be interpreted under the laws of the State of California.

E. This Agreement comprises a final and complete repository of the understandings between the parties and supersedes all prior or contemporary communications, representations, or agreements, whether oral or written, relating to the subject matter of this Agreement.

F. Any notices given pursuant to this Agreement shall be effective on the third business day after posting by first class mail, postage prepaid, to the address appearing immediately after the signatures below.

G. WFS shall not be liable for damages resulting from the actions or inactions of governmental agencies, including, but not limited to: permit processing, environmental impact reports, dedications, General Plans, and amendments thereto; zoning matters, annexations, or consolidations; use or Conditional Use Permits; project or plan approvals; and building permits.

H. WFS' waiver of any term, condition, or covenant, or breach of any term, condition, or covenant, shall not constitute the waiver of any subsequent breach of any other term, condition, or covenant.

I. Client acknowledges that WFS is not responsible for the performance of services by third parties, provided that said WFS has not retained third parties.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement upon the terms, conditions, and provisions above stated, as of the day and year first above written.

WILLDAN FINANCIAL SERVICES		**CHARLES TOWN UTILITY BOARD**	
By:	_____	By:	_____
	Jeffrey McGarvey		Brent Manuel
Title:	Vice President/Managing Principal	Title:	Chairman
Address:	200 South Orange Avenue, Suite 1550 Orlando, FL 32801	Address:	661 S. George Street, Suite 101 Charles Town, WV 25414

Exhibit A

Scope of Services

Water and Wastewater Rate Study

Work Plan

This collaborative work plan ensures that technical analysis, financial modeling, and stakeholder engagement are fully integrated. The result will be a defensible, flexible rate structure and financial management framework that supports CTUB's long-term fiscal health while maintaining transparency and minimizing rate impacts on customers.

The purpose of this study is to ensure the long-term fiscal sustainability of CTUB's Combined Utility System, while providing a defensible, equitable, and practical rate structure that balances funding requirements, operational needs, and customer affordability. The study will also produce a flexible, user-friendly financial model and provide CTUB with the tools to make informed decisions on rates, fees, and capital planning. The CTUB's schedule requires completion of the study in time to support the FY 2027 budget process. Willdan proposes to complete the Water and Wastewater cost of service and rate design components within the CTUB's requested timeframe.

Based on our understanding of CTUB's needs, the following scope of services has been segmented into the following parts consisting of:

1) Project Initiation
2) Water and Wastewater Rate Study
3) Financial Model and Reporting Outputs
4) Meetings & Presentations

Willdan welcomes this opportunity to provide a fresh perspective and approach to the planning and rate-making process, and to work with CTUB to develop a comprehensive financial and rate model, as well as evaluate the financial plan and rate alternatives.

Phase 1 – Project Initiation

Willdan will meet with CTUB representatives to discuss the overall goals and objectives, project schedule, data, CTUB's point-of-contact, meetings, and presentations. The purpose of this task is to formalize the lines of communication between the project team and appropriate CTUB personnel, to develop the project schedule, and to ensure that the project objectives are clearly defined and understood by all parties. The functions performed in this initial phase of the project will provide the foundation for completing a successful engagement. At project inception, Willdan will provide a project management tracking workflow with key milestone dates and will remain available for inquiries and implementation support, as needed, through the end of calendar year 2026.

Phase 2 – Water and Wastewater Rate Study

Provided herein is a description of the scope of work anticipated to complete the Water and Wastewater Rate Study project. The proposed scope of work is intended to develop a multi-year rate and capital planning model that will include estimated rate impacts and provide a review process that will allow CTUB to accomplish the changes in rates necessary to recover costs equitably, fund future capital projects and remain financially strong.

Task 2.1: Data Collection and Review

Task 2.1.a – Data Collection. As a means of initiating the project activities, CTUB will be provided with an initial list of basic data needed to conduct the Water and Wastewater rate study.

The data request will include items such as financial and operating data, customer account and billing data, reports prepared by others, budgets, audits, capital improvement programs, fixed asset records, official bond statements, debt service schedules, master plans, ordinances, previous rate studies, and policy statements.

Task 2.1.b – Data Review. Data will be reviewed for relative completeness and to ensure a sufficient understanding of historical Water and Wastewater operations. Willdan is not responsible for verifying the accuracy of financial, capital or engineering data provided by CTUB or other entities.

Task 2.2: Revenue Requirements and Rate Determinants

Task 2.2.a – Historical Billing Data Analysis. It is anticipated that the billing information will be provided in a format necessary to summarize the Water and Wastewater system accounts and volumes by customer class, meter size and usage blocks for recent historical periods. The customers and flows provide the basis on which operating revenues are derived and are therefore the primary factors utilized in reviewing the user rates and charges.

Task 2.2.b – Customer and Flow Projections. Water and Wastewater system accounts and flows will be forecast for a ten-year planning period. Such projections will be developed by considering historical growth trends, local economic conditions, potential for adding/losing major utility customers, changes in customer class usage patterns over time (based on client input) and experienced judgment. The analysis will focus on CTUB's needs over the next five years, with projections extending through ten years.

The flow projections will be based on the projected number of utility accounts and a usage per account analysis to differentiate the historical effects of account growth and increased (decreased) average usage by customer class.

Task 2.2.c – Projected Revenues Under Existing Rates (Revenue Sufficiency). Projections of each system's revenues under existing rates for the ten-year planning period will be developed, recognizing projected accounts, flow volumes, and usage patterns by customer class (as determined in the billing analysis under prior tasks). Such revenue projections will assume that the existing user rates and rate structures remain constant at the existing levels.

Task 2.2.d – Miscellaneous Revenue Projections. The revenues to be generated from other existing sources including such items as interest income, tapping fees, late payment charges, and other miscellaneous service charges will be projected for the planning period. It should be noted that prior to projection, each ancillary revenue source will be reviewed for a general level of reasonableness based on standard cost principles and concepts.

Task 2.2.e – Projected Revenue Requirements. Revenue requirements (i.e., utility system expenditures) will be developed based on an analysis of historical, currently budgeted, and anticipated operating and capital expenditures.

The revenue requirements will be projected on a fiscal year cash flow basis, while accounting for expected operational changes, changes in staffing or operating expenditures for new facilities, system growth occurring from new development, anticipated extraordinary expenses, and allowances for inflation.

The projections will include, but not be limited to, the following: operation and maintenance expenses; outlay for Routine Annual Capital Additions and Replacements, if applicable; debt service and reserve requirements (liquidity) on existing and anticipated debt; transfers to fund major capital improvements; and other expenditures and transfers.

Task 2.2.f – Projected Operating Results Based on Existing Rates. The projected revenues and revenue requirements will be summarized into a ten-year cash flow statement providing the projected operating results of each system under the existing rates. The ten-year cash flow statement will be used to estimate annual adjustments in utility revenues necessary to fund expenditure requirements, meet existing bond covenant requirements, and maintain prudent utility management practices.

The estimated timing and magnitude of future debt issues required to finance proposed capital improvements, as provided by CTUB's Financial Advisor (if applicable), will also be included in the ten-year cash flow statement. Concurrent with the development of the projected operating results, Key Performance Indicators ("KPIs") will be developed which will show the general financial health of the utility operations. If necessary, Willdan will work with CTUB's Financial Advisor to make recommendations for future debt issuance needs, required/targeted fund balances or reserves (liquidity), and debt service coverage ratios to maintain financial integrity and a stable bond rating.

Task 2.3: Resulting Rate/Revenue Revisions

Task 2.3.a – Projected Operating Results Based on Proposed Rates. If the projected revenues under the existing rates are insufficient to fund the projected revenue requirements, the rates will be adjusted on a percentage basis to estimate the revenues to be generated for the projection period. The projected revenues will consider possible changes in usage characteristics that may occur from revising the rate structure. In addition, similar to the process described in **Task 2.2.f,** the ten-year cash flow statement will identify annual adjustments in revenues necessary to meet existing bond covenant requirements specific to the applicable utility system, prudent management practices, and/or sound capital financing considerations.

Task 2.3.b – Typical Bill Comparison. A comparison of typical monthly utility bills under the existing and proposed rates

will be developed for the residential customer class under various levels of usage. The comparison will calculate the rate impacts on typical customers for the majority of the customer base.

Task 2.3.c – Neighboring Utility Comparison. A comparison will be prepared to assess the difference between the existing and proposed rates of CTUB with those of other public utility systems in the region.

Task 2.3.d – Miscellaneous Fee Policy Review (Water/ Wastewater). A review of payment options, deposit amounts, connection/disconnection fees, late fees, and other miscellaneous charges versus peer utilities will be conducted. At the completion of the review, recommendations will be made for updates to align with current policy and administrative best practices as well as nationwide industry best practices.

Task 2.4: Capital Financing Analysis

Task 2.4.a – Review Capital Improvement Program (CIP). CTUB's existing CIP will be reviewed in conjunction with conversations with staff.

The objective of such a review is to gain an understanding of the types of projects scheduled, the timing associated with such projects, and associated expenditure requirements.

Task 2.4.b – Develop Capital Financing Plan. Based on the findings in **Task 2.3**, a general financing plan will be developed to provide for the anticipated capital expenditure activities, including potential debt issuances, relative to the CIPs. Willdan will rely on CTUB staff or CTUB's Financial Advisor for any assumptions specific to future debt service issuances. Such a financing plan will include consideration for the use of restricted and unrestricted funds, surplus operating reserves, connection and impact fee revenues, debt service, and future rate adjustments.

Task 2.5: Reports and Deliverables

Task 2.5.a – Draft Report Preparation. A preliminary draft report will be prepared addressing the study findings and recommendations. Contents will also include salient assumptions relied upon for the projection of customers and service characteristics, revenue requirements, revenues, operating results, and any proposed adjustments to the Water and/or Wastewater utility rates. An editable Word format document of the preliminary draft report will be submitted for staff review.

Task 2.5.b – Final Report Preparation. Based on comments received from staff and other participants, the draft report will be revised to incorporate the agreed upon changes. Upon completion, an electronic (PDF) copy of the final rate study report will be provided for CTUB's records.

Task 2.5.c – Final Financial Model. As previously addressed, an interactive financial model will be developed to allow for the consideration of alternative rate structures that meet the funding needs of the applicable system. The Microsoft Excel-based rate model will possess the elements necessary to conduct a full financial analysis and to provide the output necessary for the Water and Wastewater rate study. Features of the analysis model include the ability to incorporate line-item data and assumptions that are then summarized in a graphical dashboard to show KPIs for the system. Upon completion of the rate study project, the final model will be provided to CTUB for continued use as necessary by staff.

Phase 3 – Financial Model and Reporting Outputs

As discussed previously, the project team utilizes Microsoft Excel for its electronic spreadsheet modeling, as well as its dashboard tools. Willdan's cost-of-service and rate design model does not rely on externally linked files, is user-friendly, and includes navigational aids and a dynamic dashboard tool that supports myriad "what-if" analyses. Separate model functionality and reporting outputs will be developed for each utility system.

The dashboard tool is especially useful in explaining rate options to elected officials, utility advisory boards, and members of the public. A sample of the dashboard tool is provided in the Scope of Services section.

The dashboard can contain a myriad of graphic key performance indicators, or KPIs, which will reflect the general financial condition of the various utility systems, as well as the combined system. Such KPIs can include, but not be limited to:

- Projected operating results
- Existing debt service coverage
- Fund balances and reserves
- Capital improvement costs and sources of funding
- Rate comparisons
- Other financial ratios

Exhibit A

Phase 5 - Meetings & Presentations

Our proposal includes several meetings/web conferences as part of the rate study process. At a minimum, Willdan's proposal includes four (4) in-person meetings, consisting of up to two (2) meetings with CTUB staff and up to two (2) meetings/presentations with Board Members.

Such meetings will be scheduled based on the needs of staff and the Board Members. Specific meeting requirements will be developed following consultation with staff. Provided herein is a description of the meetings and presentations defined on the scope of services.

Initial Kick-Off Meeting. An initial kick-off meeting will be scheduled with representatives from CTUB during a mutually convenient time at the start of the project to discuss project requirements, finalize scheduling and reporting requirements, and receive overall project direction. The meeting is part of the project initiation activities and will help ensure that the project objectives are clearly defined and understood by all parties.

Project Status Meetings. After data has been gathered and analyzed, and significant progress has been made, project meetings will be scheduled to provide status updates of the preliminary analyses performed to CTUB staff in order to obtain input as the Studies progress. These meetings will be held in-person or via web conference during the time period prior to completion of the draft report for each study.

Draft Report Meeting. After allowing sufficient review time from the delivery of the draft report for each study, a meeting will be scheduled to present the results to staff. The purpose will be to 1) provide staff members with a better understanding of the analyses and assumptions applied in developing the proposed utility rates, and 2) obtain personal feedback and comments from staff members responsible for implementing any proposed revisions.

Board Presentation. Project Manager, Erik Johnson, will attend a public meeting to present the results of the Studies to the Board Members. This presentation will provide supporting rationale for any proposed rate revisions and address any questions and/or concerns raised by Board Members prior to action being taken on the utility rates. Willdan will also assist CTUB's legal counsel in preparing necessary rate ordinances to be addressed at the public hearing.

City Staff Support

Willdan recommends that CTUB assign a key individual as project manager. As our analysis is developed, it is expected that CTUB's appointed project manager will:

1. Coordinate responses to informational requests;
2. Coordinate review of work products; and
3. Identify appropriate staff members for participation in meetings and facilitate in scheduling.

We will ask for responses to initial information, follow-up requests and comments on reports within five business days or otherwise agreed upon timetable. If there are delays, the project manager will follow up with the parties involved to establish an estimated date for the delivery of information and/or feedback. To ensure continued progression, the project manager will reconvene with the rest of the Willdan project team to identify tasks that can be started while waiting for requested data.

Willdan will rely on the validity and accuracy of the CTUB's data and documentation to complete our analysis. Willdan will rely on the data as being accurate without performing an independent verification of accuracy, and Willdan will not be responsible for any errors that result from inaccurate data provided by the client or a third party.

Exhibit A

Project Disclaimer

Willdan is a registered municipal advisory firm with the U.S. Securities and Exchange Commission ("SEC"), as such the City of Charles Town and Charles Town Utility Board ("CTUB") represents, acknowledges, and agrees that Willdan is not acting as a "municipal advisor" (as defined by the SEC), to CTUB, in any capacity as it relates to the project proposed in this proposal for Utility Rate Study Services.

(i) CTUB uses, or may use, the services of one or more municipal advisors registered with the SEC to advise it in connection with municipal financial products and the issuance of municipal securities;

(ii) CTUB is not looking to Willdan to provide, and CTUB shall not otherwise request or require Willdan to provide any advice or recommendations with respect to municipal financial products or the issuance of municipal securities (including any advice or recommendations with respect to the structure, timing, terms, and other similar matters concerning such financial products or issues);

(iii) The provisions of this proposal and the services to be provided hereunder as outlined in the scope of services are not intended (and shall not be construed) to constitute or include any municipal advisory services within the meaning of Section 15B of the U.S. Securities Exchange Act of 1934, as amended (the "Exchange Act"), and the rules and regulations adopted thereunder;

(iv) For the avoidance of doubt and without limiting the foregoing, in connection with any revenue projections, cash-flow analyses, feasibility studies and/or other analyses Willdan may provide CTUB with respect to financial, economic or other matters relating to a prospective, new or existing issuance of municipal securities of CTUB, (A) any such projections, studies and analyses shall be based upon assumptions, opinions or views (including, without limitation, any assumptions related to revenue growth) established by CTUB, in conjunction with such of its municipal, financial, legal and other advisers as it deems appropriate; and (B) under no circumstances shall Willdan be asked to provide, nor shall it provide, any advice or recommendations or subjective assumptions, opinions or views with respect to the actual or proposed structure, terms, timing, pricing or other similar matters with respect to any municipal financial products or municipal securities issuances, including any revisions or amendments thereto; and

(v) Notwithstanding all of the foregoing, CTUB recognizes that interpretive guidance regarding municipal advisory activities is currently quite limited and is likely to evolve and develop during the term of the potential engagement and, to that end, CTUB will work with Willdan throughout the term of the potential Agreement to ensure that the Agreement and the services to be provided by Willdan hereunder, is interpreted by the parties, and if necessary amended, in a manner intended to ensure that CTUB is not asking Willdan to provide, and Willdan is not in fact providing or required to provide, any municipal advisory services.

Exhibit B

FEES FOR SERVICES

Water and Wastewater Rate Study

Based on our work plan provided in the scope of services, we propose a fixed fee of $58,500. The fees charged by Willdan are reflective of our belief and commitment to providing high quality, cost-effective consulting services to our clients.

Charles Town Utility Board, West Virginia Water and Wastewater Rate Study Fee Proposal			
		Total	
		Hours	Cost
Scope of Services			
Phase 1:	Project Initiation	34.0	$7,560
Phase 2:	Water and Wastewater Rate Study	110.0	$26,760
Phase 3:	Financial Model and Reporting Outputs	57.0	$10,470
Phase 4:	Meetings & Presentations	36.0	$8,160
Total Willdan Labor Costs		237.0	$52,950
Expenses			$5,550
Total Cost			$58,500

Notes

- CTUB will be invoiced on a monthly percentage-completion basis. Invoices will include a description of services, as well as a summary of costs to date by task.
- We will perform additional tasks, outside our scope of services, as requested and authorized by CTUB for an additional fee.
- Willdan will rely on the validity and accuracy of CTUB's data and documentation to complete our analyses. Willdan will rely on the data (water/sewer customer billing data, etc.) as being accurate without performing an independent verification of accuracy, and we will not be responsible for any errors that result from inaccurate data provided by the client or a third party.
- CTUB shall reimburse Willdan for any costs Willdan incurs, including without limitation, copying costs, digitizing costs, travel expenses, employee time, and attorneys' fees, to respond to the legal process of any governmental agency relating to CTUB or relating to this project. Reimbursement shall be at Willdan's rates in effect at the time of such response.

Exhibit B

Hourly Rates

Provided below is Willdan's hourly rate table identifying current hourly rates for additional or optional services.

Willdan Financial Services Hourly Rate Schedule		
Position	**Team Member**	**Hourly Rate**
Vice President / Director		$310
Managing Principal	Jeff McGarvey Michael George	$300
Principal Consultant	Erik Johnson & Tara Hollis	$270
Senior Project Manager		$250
Project Manager		$210
Senior Project Analyst		$150
Senior Analyst		$135
Analyst II	Carolin Huegemann	$120
Analyst I		$110

CHARLES TOWN UTILITY BOARD

Wednesday, February 25, 2026

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

Addendum #1 to April 5, 2023 Terms of Representation Agreement with Kay Casto & Chaney, PLLC

Attachments:

Kay Casto Chaney Proposed Addendum 1.pdf

KAY CASTO & CHANEY PLLC
Attorneys at Law

1500 Chase Tower • 707 Virginia Street East • Charleston, WV 25301
Mailing Address: P.O. Box 2031 • Charleston, WV 25327
Telephone (304) 345-8900 • Fax (304) 345-8909
www.kaycasto.com
E-Mail: cwilson@kaycasto.com
Direct: 304/391-8877

February 18, 2026

Via Email : ashultz@ctubwv.com

Ms. April Shultz
Interim Utility General Manager
Charles Town Utility Board
661 South George Suite – Suite 101
Charles Town, West Virginia 25414

RE: **ADDENDUM 1** TO APRIL 5, 2023
TERMS OF REPRESENTATION

Dear April:

On April 5, 2023, Kay Casto & Chaney PLLC ("Firm") and the Charles Town Utility Board ("CTUB") entered into an agreement ("2023 Agreement") setting forth the terms under which this Firm is to provide general legal services to CTUB, as well as services related to specific Public Service Commission matters.

Section 2 of the 2023 Agreement set forth the rates to be billed by our legal personnel including attorneys, paralegals and legal assistants and provided that "In the event a matter exceeds two years duration, we reserve the right to renegotiate the hourly rates". As we approach the three year anniversary of the agreement with CTUB, we propose the following revised hourly rates effective as of April 1, 2026:

	Current Rate	**Proposed Rate**
Litigation-Employment-Real Estate Attorneys	$325.00/Hr.	$325.00/Hr
PSC Attorneys	$270.00/Hr.	$300.00/Hr.
Paralegals	$130.00/Hr.	$150.00/Hr.
Legal Assistants	$100.00/Hr.	$120.00/Hr.

KAY CASTO & CHANEY PLLC
Attorneys at Law

All remaining terms of the 2023 Agreement will remain the same, including the provision that the above proposed rates may be renegotiated after a two year duration.

If the Board is in agreement with the proposed revised rates as set forth above, please execute a copy of this letter and return it to me.

Kay Casto & Chaney PLLC

By: Cynthia L. Wilson

Cynthia L. Wilson

Approved On Behalf of
Charles Town Utility Board

_____ Date: _____
Name

Title: _____

KAY CASTO & CHANEY PLLC SCHEDULE OF REIMBURSABLE EXPENSES

Kay Casto & Chaney PLLC will be entitled to reimbursement for monies expended in the preparation of your matter or case. These include, but are not limited to, the following expenses:

(1) Automobile mileage for trips outside the county in which the Kay Casto & Chaney PLLC office handling your case is located at the then current IRS-approved rate. Parking and tolls will be charged at cost.

(2) Airfares will be charged at our cost based on Business Class fares. Ground transportation such as taxis will be charged at cost. Prior approval for flights will be obtained from the client. Private charter flights are also a reimbursable expense if the charter is approved in advance by the client.

(3) During trips outside the county in which the Kay Casto & Chaney PLLC office handling your case is located, the cost of meals plus a reasonable gratuity for service personnel will also be charged at cost. Working meals with clients and witnesses will also be considered a reimbursable expense.

(4) Copying will be charged at $0.10 cents per page. Large copying projects may, at our discretion, be given to private copying firms and will be charged at cost.

(5) Long distance telephone calls are charged at our cost.

(6) Lexis/Nexis or WestLaw charges for legal and fact research done on-line are charged at our cost.

(7) Court reporting, filing, service of process, and witness fees are charged at our cost.

(8) Expenses for investigative work, photography, and specially prepared exhibits will be charged at cost. Prior approval will be obtained from the client before an investigator is retained.

(9) Expert witness fees and expenses will be charged at our cost. Prior approval will be obtained from the client before an expert witness is retained.

(10) Any testing performed in the preparation of your case will be charged at our cost. Prior approval will be obtained from the client before testing will be undertaken.

(11) Expenses incurred by Kay Casto & Chaney PLLC for specialized services such as accident investigation, medical and vocational consultants, forensic accountants and economists, data recovery experts, property surveys and mapping, property appraisers and videographers are charged at our cost. Prior approval will be obtained from the client before specialized services are contracted for by the firm.

(12) Document delivery will be charged based on actual postage, FedEx, or UPS charges or based on $25.00 per hour for hand delivery.

KAY CASTO & CHANEY PLLC 2014 STANDARD PROVISIONS
FOR REPRESENTATION AND BILLING IN HOURLY FEE CASES

(1) The hourly rates agreed upon for this matter are set forth in the representation letter specific to your matter. In the event a matter exceeds two years duration, we reserve the right to renegotiate the hourly rates.

(2) Invoices will be submitted to you upon a monthly basis unless otherwise agreed in writing. Payment is due within 30 days of the submission of an invoice.

(3) Any requirement for the payment of a retainer will be included in the representation letter specific to your matter.

(4) Time is billed in minimum increments of 1/10th of an hour.

(5) Unless otherwise agreed, time entries will reflect the date of the activity, the identity of the partner, associate, or paralegal performing the service, the amount of time expended on the activity, the dollar value of the time and a brief description of the activity. Our computer system allows for some flexibility in the format of our invoices. Special arrangements may be made to include ABA billing codes.

(6) The time for which a client will be billed will include, but not be limited to, the following:

(a) We will charge you for the time we spend on your matter. This includes written or electronic correspondence relating to your matter, waiting time at the Public Service Commission, in Court or elsewhere and for any actual travel time, telephone conferences, and office conferences with clients, opposing counsel, potential and actual witnesses, experts, investigators, commission or court officials, or with Kay Casto & Chaney PLLC personnel working on the case;
(b) legal research and brief writing;

(c) preparation of exhibits, pleadings, motions, and orders;

(d) reviewing and summarizing documents and depositions;

(e) preparation of status reports, budgets, specialized billing formats, and audit letter responses;

(f) preparing for and attending court hearings, trials, and depositions;

(g) travel time related to the client's matter;

(h) factual investigation;

(i) reading discovery responses and correspondence received from other parties involved in a matter; and

(j) drafting contracts, releases, and other documents related to a matter.

(7) Expense entries will reflect the date of the expense, the nature of the expense, and the amount of the expense.

(8) It is expected that the attorney who is primarily responsible for your case may employ the services of other partners, associates, and paralegals employed by Kay Casto & Chaney PLLC in the preparation of your case.

(9) Pursuant to the Code of Professional Ethics governing West Virginia lawyers, invoices will not be disclosed to third-party legal audit firms without the express written consent of the client.

(10) A client has the right to terminate our services at any time. Such termination shall not relieve the client of the obligation to pay for all fees and expenses incurred prior to the termination and for our time and expenses related to the termination of the representation.

(11) Normally, we will withdraw from the representation of a client in a matter only with the client's consent. However, we reserve the right to withdraw from a client's representation for good cause. Good cause would include, but not be limited to, recognition of an unresolvable representational conflict; a client's failure to pay for our services and expenses in the manner agreed; the occurrence of an event which would render our continuing representation illegal or unethical; and the failure of a client to cooperate in the preparation of the case or to follow our advice on a material matter. If we elect to withdraw from a representation, the client will take all steps necessary to complete our withdrawal including the execution of documents for substitution of counsel. In the event our representation is terminated by Kay Casto & Chaney PLLC, the client shall have the continuing obligation to pay for all fees and expenses incurred prior to the termination and for our time and expenses related to the termination.

(12) In the event a client requests return of file materials, Kay Casto & Chaney PLLC will be entitled to reimbursement of all copying charges at a rate of $0.25 per page necessary to allow Kay Casto & Chaney PLLC to maintain a complete copy of the file.

(13) Unless otherwise agreed, the client agrees that the file materials may be maintained by Kay Casto & Chaney PLLC in an electronic format and that the electronic or hard-copy file may be destroyed five years after the conclusion of a matter.

CHARLES TOWN UTILITY BOARD

Wednesday, February 25, 2026

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

Collection System Project - Resolution No. 25 - CWSRF No. 8, Pay App No. 11

Attachments:

Collection System Project - Resolution No. 25 - CWSRF No. 8, Pay App No. 11.pdf

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

RESOLUTION NO. 25
REQUEST FOR PAYMENT #25
(CWSRF #C-544686 PAYMENT #8, CIF PAYMENT #18)

RESOLUTION OF THE CHARLES TOWN UTILITY BOARD APPROVING INVOICES RELATING TO CONSTRUCTION AND OTHER SERVICES FOR THE COLLECTION SYSTEM 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 as follows: There is hereby authorized and directed the payment of **"Contractor's Payment Application No. 11"** as follows.

Vendor	CWSRF	WDA EEGF Grant Funding	Capacity Improvement Fee (CIF) Fund Change Order No. 2	Total Approved for Payment
HRI, Inc.	$576,787.91	$0	$2,070.40	$578,858.31
Total	**$576,787.91**	**$0**	**$2,070.40**	**$578,858.31**

ADOPTED BY the City of Charles Town Utility Board, at the meeting held on the 25th day of February, 2026.

By: _____
Brent Manuel, Chairman

SRF PAYMENT REQUISITION FORM

1. LOAN RECIPIENT/VENDOR:

NAME: Charles Town Utility Board

ADDRESS: 101 E Washington St

Charles Town, WV 25414

FEIN: 32-0280357

DUNS: 010728588

UEI: GXZTJN971WA5

2. INVOICE #: C-544686-2025-08

3. REQUEST NUMBER: 8

4. INVOICE PERIOD COVERED BY THIS REQUEST

FROM: 1/1/2026 TO: 2/11/2026

5. % of PHYSICAL CONSTRUCTION COMPLETION 35.21%

CLASSIFICATION	A) APPROVED BUDGET	B) PREVIOUS APPROVED	C) THIS REQUEST	D) TOTAL COLUMNS B&C	E) AGENCY USE ONLY LOAN $	E) AGENCY USE ONLY PF $
1) CONSTRUCTION	$3,151,457.68	$1,561,735.26	$576,787.91	$2,138,523.17		
2) CONTINGENCY	$152,876.32			$0.00		
3) EQUIPMENT				$0.00		
4) ENGINEERING a. Planning				$0.00		
b. Design				$0.00		
c. Construction Basic				$0.00		
d. RPR / Inspection				$0.00		
e. Post Construction				$0.00		
f. Special Services				$0.00		
5) LEGAL				$0.00		
6) ACCOUNTING				$0.00		
7) ADMINISTRATIVE				$0.00		
8) PERMITS				$0.00		
9) LOAN REPAYMENT				$0.00		
10) PLATS				$0.00		
11) LAND/EASEMENTS				$0.00		
12) (space as needed)				$0.00		
13) CLOSING COSTS	$40,650.00	$40,650.00		$40,650.00		
14) SUBTOTAL	$3,344,984.00	$1,602,385.26	$576,787.91	$2,179,173.17		
15) LESS PREVIOUSLY PAID				$1,602,385.26		
16) REQUEST AMOUNT				$576,787.91		

17) _____ 2/25/2026
AUTHORIZED SIGNATURE DATE
Brent Manuel, Chairman
TYPED OR PRINTED NAME AND TITLE

18) _____ 2/25/2026
PERSON PREPARING FORM SIGNATURE DATE
April Shultz, Assistant Utility Manager
TYPED OR PRINTED NAME AND TITLE

AGENCY USE ONLY:

THIS REQUEST APPROVED BY: **WV DEPARTMENT OF ENVIRONMENTAL PROTECTION**

_____ _____
PROJECT REVIEWER DATE
TYPED OR PRINTED NAME

_____ _____
AUTHORIZED OFFICER DATE
TYPED OR PRINTED NAME

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Contractor's Application for Payment No. 11

	Application Period: 1/1/26 - 1/31/26	Application Date:	2/11/2026
To (Owner): Charles Town Utility Board	From (Contractor): HRI, Inc.	Via (Engineer):	Rummel, Klepper & Kahl, LLP
Project: 2022 Collection System Project	Contract: 01	Via (Consultant):	Gwin, Dobson & Foreman Engineers
Owner's Contract No.:	Contractor's Project No.: 10341291	Engineer's Project No.:	24054

Application For Payment

Change Order Summary

Approved Change Orders

Number	Additions	Deductions
1	$121,480.00	
2	$251,494.68	$10,422.36
3	$195,786.50	$231,970.00
TOTALS	$568,761.18	$242,392.36
NET CHANGE BY CHANGE ORDERS	**$326,368.82**	

1.	**ORIGINAL CONTRACT PRICE**	**$6,074,000.00**
2.	**Net change by Change Orders**	**$326,368.82**
3.	**Current Contract Price (Line 1 ± 2)**	**$6,400,368.82**
4.	**TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates)**	**$3,673,097.57**
5.	**RETAINAGE:**	
	a. 10% X $3,373,813.62 **Work Completed**	**$337,381.36**
	b. 10% X $299,283.95 **Stored Material**	**$29,928.40**
	c. Total Retainage (Line 5.a + Line 5.b)	**$367,309.76**
6.	**AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)**	**$3,305,787.81**
7.	**LESS PREVIOUS PAYMENTS (Line 6 from prior Application)**	**$2,726,929.50**
8.	**AMOUNT DUE THIS APPLICATION**	**$578,858.31**
9.	**BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above)**	**$3,326,551.01**

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:
Mitchell Otey, PM	2/11/2026

Payment of: $ 578,858.31 $578,858.31
(Line 8 or other - attach explanation of the other amount)

is recommended by: David Santelli (Engineer) 2/13/2026 (Date)

Payment of: $ _____
(Line 8 or other - attach explanation of the other amount)

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

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

© 2013 National Society of Professional Engineers for EJCDC. All rights reserved.

C2 - COLAS GROUP INTERNAL: Employees and partners who nee

Progress Estimate - Unit Price Work **Contractor's Application**

For (Contract): 01												Application Number: 11			
Application Period: 1/1/26 - 1/31/26												Application Date: 2/11/2026			
A					B			C			D	E	F		
Item		Contract Information				Quantity			Payment						
Bid Item No.	Description	Bid Quantity	Units	Unit Price	Total Value of Item ($)	This Period	Previous to Date	To Date	This Period	Previous to Date	To Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D+E)	% (F / B)	Balance to Finish (B - F)
1	Mobilization	1	LS	$272,980.00	$272,980.00		**0.96**	0.96		$262,060.80	$262,060.80		$262,060.80	96.0%	$10,919.20
2	Traffic Control	1	LS	$15,000.00	$15,000.00		**0.70**	0.70		$10,500.00	$10,500.00		$10,500.00	70.0%	$4,500.00
3	Audio Visual Taping	1	LS	$5,200.00	$5,200.00		**1.00**	1.00		$5,200.00	$5,200.00		$5,200.00	100.0%	
4	**Erosion & Sediment Control**	**1**	**LS**	**$142,000.00**											
4a	Rock Construction Entrance	1	LS	$35,000.00	$35,000.00		**0.70**	0.70		$24,500.00	$24,500.00		$24,500.00	70.0%	$10,500.00
4b	18" Silt Fence - 11th & Forest	1	LS	$12,000.00	$12,000.00		**1.00**	1.00		$12,000.00	$12,000.00		$12,000.00	100.0%	
4c	36" Silt Fence - Evitt's Run	1	LS	$16,000.00	$16,000.00		**1.00**	1.00		$16,000.00	$16,000.00		$16,000.00	100.0%	
4d	18" Silt Sock - Jett's Farm FM	1	LS	$14,000.00	$14,000.00		**1.00**	1.00		$14,000.00	$14,000.00		$14,000.00	100.0%	
4e	18" Silt Sock - 11th & Forest	1	LS	$12,000.00	$12,000.00	**0.50**	**0.50**	1.00	$6,000.00	$6,000.00	$12,000.00		$12,000.00	100.0%	
4f	18" Silt Sock - Evitts Run	1	LS	$5,000.00	$5,000.00		**1.00**	1.00		$5,000.00	$5,000.00		$5,000.00	100.0%	
4g	Super Silt Fence - Evitt's Run	1	LS	$30,000.00	$30,000.00		**1.00**	1.00		$30,000.00	$30,000.00		$30,000.00	100.0%	
4h	18" Silt Sock - Burr East FM	1	LS	$8,000.00	$8,000.00		**1.00**	1.00		$8,000.00	$8,000.00		$8,000.00	100.0%	
4i	Silt Sacks	1	LS	$3,000.00	$3,000.00		**0.75**	0.75		$2,250.00	$2,250.00		$2,250.00	75.0%	$750.00
4j	Sediment Bags	1	LS	$7,000.00	$7,000.00		**0.75**	0.75		$5,250.00	$5,250.00		$5,250.00	75.0%	$1,750.00
5	**Burr East Pump Station Demolition**	**1**	**LS**	**$22,000.00**											
5a	Demo Existing Valve Vault	1	LS	$5,000.00	$5,000.00	**1.00**		1.00	$5,000.00		$5,000.00		$5,000.00	100.0%	
5b	Remove Existing Pumps & Piping	1	LS	$9,000.00	$9,000.00	**1.00**		1.00	$9,000.00		$9,000.00		$9,000.00	100.0%	
5c	Remove Existing Fencing	1	LS	$4,000.00	$4,000.00										$4,000.00
5d	Demo Concrete Pad	1	LS	$3,000.00	$3,000.00										$3,000.00
5e	Relocate Propane Tanks	1	LS	$1,000.00	$1,000.00										$1,000.00
6	**Moose Lodge Pump Station Demolition**	**1**	**LS**	**$22,000.00**											
6a	Demo Wet Well Top	1	LS	$4,500.00	$4,500.00										$4,500.00
6b	Remove Existing Pumps & Piping	1	LS	$8,500.00	$8,500.00										$8,500.00
6c	Demo 6" Yard Piping	1	LS	$5,000.00	$5,000.00										$5,000.00
6d	Demo Transfer Switch / Control Panel	1	LS	$2,000.00	$2,000.00										$2,000.00
6e	Remove Existng Grout Fillet	1	LS	$2,000.00	$2,000.00										$2,000.00
7	**Jetts Farm Pump Station Demolition**	**1**	**LS**	**$22,000.00**											
7a	Demo Junction Box / Vent	1	LS	$5,500.00	$5,500.00										$5,500.00
7b	Remove Existing Pumps & Piping	1	LS	$9,500.00	$9,500.00										$9,500.00
7c	Demo 6" Yard Piping	1	LS	$5,000.00	$5,000.00										$5,000.00
7d	Demo Transfer Switch / Control Panel	1	LS	$2,000.00	$2,000.00										$2,000.00
9	**Forrest Street Pump Station Demolition**	**1**	**LS**	**$33,000.00**											
9a	Demo Pump Station	1	LS	$15,000.00	$15,000.00										$15,000.00
9b	Remove Existing Pumps & Piping	1	LS	$9,000.00	$9,000.00										$9,000.00
9c	Demo 10"/12" Piping	1	LS	$9,000.00	$9,000.00										$9,000.00
10	**11th Ave Pump Station Demolition**	**1**	**LS**	**$33,000.00**											
10a	Demo Pump Station	1	LS	$14,000.00	$14,000.00										$14,000.00
10b	Remove Existing Pumps & Piping	1	LS	$10,000.00	$10,000.00										$10,000.00
10c	Demo 8"/2" Piping	1	LS	$9,000.00	$9,000.00										$9,000.00
11	**Burr East Pump Station**	**1**	**LS**	**$495,000.00**											
11a	Erosion & Sediment Control	1	LS	$6,000.00	$6,000.00	**1.00**		1.00	$6,000.00		$6,000.00		$6,000.00	100.0%	
11b	Seeding and Lanscaping	1	LS	$4,000.00	$4,000.00										$4,000.00
11c	Site Fencing	1	LS	$8,000.00	$8,000.00										$8,000.00
11d	Valve Vault	1	LS	$40,000.00	$40,000.00										$40,000.00
11e	Meter Vault	1	LS	$25,000.00	$25,000.00										$25,000.00
11f	Process Pipe	1	LS	$70,000.00	$70,000.00										$70,000.00
11g	Submersible Pumps	1	LS	$98,000.00	$98,000.00		**0.10**	0.10		$9,800.00	$9,800.00	$76,502.65	$86,302.65	88.1%	$11,697.35
11h	Pipe Painting	1	LS	$4,000.00	$4,000.00										$4,000.00
11i	Instrumentation	1	LS	$15,000.00	$15,000.00		**0.10**	0.10		$1,500.00	$1,500.00		$1,500.00	10.0%	$13,500.00
11j	Propane Tank Pad	1	LS	$5,000.00	$5,000.00										$5,000.00
11k	Wet Well Top Slab	1	LS	$15,000.00	$15,000.00										$15,000.00
11l	Wet Well Fillet	1	LS	$5,000.00	$5,000.00										$5,000.00
11m	Electrical Enclosure Pad	1	LS	$5,000.00	$5,000.00										$5,000.00
11n	Electrical	1	LS	$90,000.00	$90,000.00										$90,000.00
11o	Integration	1	LS	$105,000.00	$105,000.00		**0.10**	0.10		$10,500.00	$10,500.00		$10,500.00	10.0%	$94,500.00
12	**Moose Lodge Pump Station**	**1**	**LS**	**$305,000.00**											
12a	Erosion & Sediment Control	1	LS	$4,000.00	$4,000.00										$4,000.00
12b	Seeding and Lanscaping	1	LS	$4,000.00	$4,000.00										$4,000.00
12c	Meter Vault	1	LS	$16,000.00	$16,000.00							$3,351.00	$3,351.00	20.9%	$12,649.00
12d	Bypass Pit	1	LS	$6,000.00	$6,000.00										$6,000.00
12e	Process Pipe	1	LS	$54,000.00	$54,000.00										$54,000.00

© 2013 National Society of Professional Engineers for EJCDC. All rights reserved.

C2 - COLAS GROUP INTERNAL: Employees and partners who nee

Progress Estimate - Unit Price Work **Contractor's Application**

For (Contract):	01		Application Number:	11
Application Period:	1/1/26 - 1/31/26		Application Date:	2/11/2026

A					B			C			D	E	F		
Item		Contract Information				Quantity			Payment						
Bid Item No.	Description	Bid Quantity	Units	Unit Price	Total Value of Item ($)	This Period	Previous to Date	To Date	This Period	Previous to Date	To Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D+E)	% (F / B)	Balance to Finish (B - F)
12f	Submersible Pumps	1	LS	$90,000.00	$90,000.00		**0.10**	0.10		$9,000.00	$9,000.00	$81,205.00	$90,205.00	100.2%	-$205.00
12g	Instrumentation	1	LS	$6,000.00	$6,000.00										$6,000.00
12h	Wet Well Top Slab	1	LS	$15,000.00	$15,000.00							$4,424.00	$4,424.00	29.5%	$10,576.00
12i	Electrical	1	LS	$65,000.00	$65,000.00										$65,000.00
12j	Integration	1	LS	$45,000.00	$45,000.00										$45,000.00
13	**Jetts Farm Pump Station**	**1**	**LS**	**$335,000.00**											
13a	Erosion & Sediment Control	1	LS	$4,000.00	$4,000.00										$4,000.00
13b	Temporary Fence & Barrier	1	LS	$23,000.00	$23,000.00										$23,000.00
13c	Seeding & Landscaping	1	LS	$3,500.00	$3,500.00										$3,500.00
13d	Meter Vault	1	LS	$16,000.00	$16,000.00							$3,420.00	$3,420.00	21.4%	$12,580.00
13e	Bypass Pit	1	LS	$6,000.00	$6,000.00										$6,000.00
13f	Process Pipe	1	LS	$73,500.00	$73,500.00										$73,500.00
13g	Submersible Pumps	1	LS	$102,000.00	$102,000.00		**0.10**	0.10		$10,200.00	$10,200.00	$62,111.25	$72,311.25	70.9%	$29,688.75
13h	Instrumentation	1	LS	$4,500.00	$4,500.00		**0.10**	0.10		$450.00	$450.00		$450.00	10.0%	$4,050.00
13i	Pipe Painting	1	LS	$1,500.00	$1,500.00										$1,500.00
13j	Electrical	1	LS	$58,000.00	$58,000.00										$58,000.00
13k	Integration	1	LS	$43,000.00	$43,000.00		**0.10**	0.10		$4,300.00	$4,300.00		$4,300.00	10.0%	$38,700.00
15	**Lakeland Pump Station**	**1**	**LS**	**$1,125,000.00**											
15a	Erosion & Sediment Control	1	LS	$8,000.00	$8,000.00		**1.00**	1.00		$8,000.00	$8,000.00		$8,000.00	100.0%	
15b	Strip / Spread Topsoil	1	LS	$7,000.00	$7,000.00	**0.25**	**0.25**	0.50	$1,750.00	$1,750.00	$3,500.00		$3,500.00	50.0%	$3,500.00
15c	Site Grading	1	LS	$23,000.00	$23,000.00		**0.25**	0.25		$5,750.00	$5,750.00		$5,750.00	25.0%	$17,250.00
15d	Construction Entrance / Site Road	1	LS	$16,000.00	$16,000.00		**1.00**	1.00		$16,000.00	$16,000.00		$16,000.00	100.0%	
15e	Clearing & Grubbing	1	LS	$9,500.00	$9,500.00		**0.80**	0.80		$7,600.00	$7,600.00		$7,600.00	80.0%	$1,900.00
15f	Seeding & Landscaping	1	LS	$4,000.00	$4,000.00										$4,000.00
15g	Site Fencing	1	LS	$20,000.00	$20,000.00										$20,000.00
15h	Pump Station Wet Well Shoring / Excavation / Backfill	1	LS	$530,000.00	$530,000.00	**0.20**	**0.70**	0.90	$106,000.00	$371,000.00	$477,000.00		$477,000.00	90.0%	$53,000.00
15i	Meter Vault	1	LS	$20,000.00	$20,000.00							$6,449.00	$6,449.00	32.2%	$13,551.00
15j	Process Pipe	1	LS	$141,000.00	$141,000.00										$141,000.00
15k	Submersible Pumps	1	LS	$15,000.00	$15,000.00		**0.01**	0.01		$150.00	$150.00		$150.00	1.0%	$14,850.00
15l	Instrumentation	1	LS	$7,000.00	$7,000.00										$7,000.00
15m	Pipe Painting	1	LS	$1,000.00	$1,000.00										$1,000.00
15n	Generator & Electrical Pads	1	LS	$8,500.00	$8,500.00										$8,500.00
15o	Electrical	1	LS	$135,000.00	$135,000.00		**0.10**	0.10		$13,500.00	$13,500.00		$13,500.00	10.0%	$121,500.00
15p	Integration	1	LS	$180,000.00	$180,000.00										$180,000.00
16	Grinder Pump 1	1	LS	$23,000.00	$23,000.00										$23,000.00
17	Grinder Pump 2	1	LS	$23,000.00	$23,000.00										$23,000.00
18	**Bypass Pump - Burr East Pump Station**	**1**	**LS**	**$45,000.00**											
18a	Set Up Bypass Pump & Piping	1	LS	$17,500.00	$17,500.00	**1.00**		1.00	$17,500.00		$17,500.00		$17,500.00	100.0%	
18b	Utilize Bypass Pump & Piping	1	LS	$25,000.00	$25,000.00	**0.75**		0.75	$18,750.00		$18,750.00		$18,750.00	75.0%	$6,250.00
18c	Remove Bypass Pump & Piping	1	LS	$2,500.00	$2,500.00										$2,500.00
19	**Bypass Pump - Jett's Farm Pump Station**	**1**	**LS**	**$36,000.00**											
19a	Set Up Bypass Pump & Piping	1	LS	$13,500.00	$13,500.00										$13,500.00
19b	Utilize Bypass Pump & Piping	1	LS	$20,000.00	$20,000.00										$20,000.00
19c	Remove Bypass Pump & Piping	1	LS	$2,500.00	$2,500.00										$2,500.00
20	**Bypass Pump - Samuel Street Pump Station**	**1**	**LS**	**$15,000.00**											
20a	Set Up Bypass Pump & Piping	1	LS	$5,500.00	$5,500.00		**1.00**	1.00		$5,500.00	$5,500.00		$5,500.00	100.0%	
20b	Utilize Bypass Pump & Piping	1	LS	$7,000.00	$7,000.00		**1.00**	1.00		$7,000.00	$7,000.00		$7,000.00	100.0%	
20c	Remove Bypass Pump & Piping	1	LS	$2,500.00	$2,500.00		**1.00**	1.00		$2,500.00	$2,500.00		$2,500.00	100.0%	
22	**Bypass Pump - Forest Ave Pump Station**	**1**	**LS**	**$13,000.00**											
22a	Set Up Bypass Pump & Piping	1	LS	$5,500.00	$5,500.00										$5,500.00
22b	Utilize Bypass Pump & Piping	1	LS	$5,500.00	$5,500.00										$5,500.00
22c	Remove Bypass Pump & Piping	1	LS	$2,000.00	$2,000.00										$2,000.00
23	**Bypass Pump - 11th Ave Pump Station**	**1**	**LS**	**$13,000.00**											
23a	Set Up Bypass Pump & Piping	1	LS	$5,500.00	$5,500.00										$5,500.00
23b	Utilize Bypass Pump & Piping	1	LS	$5,500.00	$5,500.00										$5,500.00
23c	Remove Bypass Pump & Piping	1	LS	$2,000.00	$2,000.00										$2,000.00
24	**Bypass Pump - Evitt's Run Interceptor**	**1**	**LS**	**$100,000.00**											
24a	Set Up Bypass Pump & Piping (multiple)	1	LS	$25,000.00	$25,000.00	**0.25**	**0.50**	0.75	$6,250.00	$12,500.00	$18,750.00		$18,750.00	75.0%	$6,250.00
24b	Utilize Bypass Pump & Piping	1	LS	$50,000.00	$50,000.00	**0.25**	**0.50**	0.75	$12,500.00	$25,000.00	$37,500.00		$37,500.00	75.0%	$12,500.00
24c	Remove Bypass Pump & Piping (multiple)	1	LS	$25,000.00	$25,000.00	**0.25**	**0.50**	0.75	$6,250.00	$12,500.00	$18,750.00		$18,750.00	75.0%	$6,250.00

© 2013 National Society of Professional Engineers for EJCDC. All rights reserved.

C2 - COLAS GROUP INTERNAL: Employees and partners who nee

Progress Estimate - Unit Price Work **Contractor's Application**

For (Contract):	01											Application Number:	11		
Application Period:	1/1/26 - 1/31/26											Application Date:	2/11/2026		

A					B			C			D	E	F		
Item		Contract Information				Quantity			Payment						
Bid Item No.	Description	Bid Quantity	Units	Unit Price	Total Value of Item ($)	This Period	Previous to Date	To Date	This Period	Previous to Date	To Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D+E)	% (F / B)	Balance to Finish (B - F)
25	Pump & Haul - Moose Lodge Pump Station	1	LS	$48,000.00	$48,000.00										$48,000.00
26	Pump & Haul - Evitt's Run Interceptor	1	LS	$7,500.00	$7,500.00										$7,500.00
27	Pump & Haul - Magnolia Springs Pump Station	1	LS	$7,500.00	$7,500.00	**1.00**		1.00	$7,500.00		$7,500.00		$7,500.00	100.0%	
28	Pump & Haul - Clearance Drive Pump Station	1	LS	$7,500.00	$7,500.00	**1.00**		1.00	$7,500.00		$7,500.00		$7,500.00	100.0%	
29	4" SDR 35 Sewer	100	LF	$194.00	$19,400.00										$19,400.00
30	6" SDR 35 PVC Sewer (D<8')	20	LF	$92.00	$1,840.00										$1,840.00
31	8" SDR PVC Sewer (D<8')	1100	LF	$135.00	$148,500.00	**82.00**		82.00	$11,070.00		$11,070.00	$17,796.18	$28,866.18	19.4%	$119,633.82
32	8" SDR PVC Sewer (8<D<12')	200	LF	$192.00	$38,400.00							$5,567.52	$5,567.52	14.5%	$32,832.48
33	8" SDR PVC Sewer (D<12')	200	LF	$284.00	$56,800.00							$4,971.00	$4,971.00	8.8%	$51,829.00
34	10" SDR 35 PVC Sewer (D<8')	600	LF	$174.00	$104,400.00	**421.00**		421.00	$73,254.00		$73,254.00		$73,254.00	70.2%	$31,146.00
35	12" SDR PVC	80	LF	$235.00	$18,800.00		**21.00**	21.00		$4,935.00	$4,935.00		$4,935.00	26.3%	$13,865.00
36	30" SDR PVC	2000	LF	$305.00	$610,000.00	**269.00**	**1383.00**	1652.00	$82,045.00	$421,815.00	$503,860.00	$12,051.40	$515,911.40	84.6%	$94,088.60
37	6" C900 Class 165 PVC Force Main	2200	LF	$135.00	$297,000.00		**4021.58**	4021.58		$542,913.30	$542,913.30	$1,655.80	$544,569.10	183.4%	-$247,569.10
38	4" C900 Class 165 PVC Force Main	2800	LF	$115.00	$322,000.00		**2703.08**	2703.08		$310,854.20	$310,854.20		$310,854.20	96.5%	$11,145.80
39	2" SDR 9 HDPE Force Main (Slip Line)	1400	LF	$55.00	$77,000.00										$77,000.00
40	1.5" SDR 9 IPS HDPE Force Main (Slip Line)	900	LF	$54.00	$48,600.00										$48,600.00
41	1.25" SDR 9 IPS HDPE for Main	1200	LF	$75.50	$90,600.00										$90,600.00
42	4' Diameter Manhole (up to 6')	20	EA	$8,500.00	$170,000.00	**4.00**	**12.00**	16.00	$34,000.00	$102,000.00	$136,000.00	$19,779.15	$155,779.15	91.6%	$14,220.85
43	4' Diameter Manhole Extension	50	VF	$650.00	$32,500.00	**11.00**	**22.05**	33.05	$7,150.00	$14,332.50	$21,482.50		$21,482.50	66.1%	$11,017.50
44	4' Diameter Doghouse Manhole (up to 6')	10	EA	$8,100.00	$81,000.00	**2.00**		2.00	$16,200.00		$16,200.00		$16,200.00	20.0%	$64,800.00
45	Manhole Frame and Cover - Highway	26	EA	$1,500.00	$39,000.00	**1.00**	**10.00**	11.00	$1,500.00	$15,000.00	$16,500.00		$16,500.00	42.3%	$22,500.00
46	Manhole Frame and Cover - Watertight	5	EA	$1,700.00	$8,500.00		**6.00**	6.00		$10,200.00	$10,200.00		$10,200.00	120.0%	-$1,700.00
47	Inside Drop Connection	10	EA	$1,500.00	$15,000.00	**1.00**	**2.00**	3.00	$1,500.00	$3,000.00	$4,500.00		$4,500.00	30.0%	$10,500.00
48	Connect to Existing	10	EA	$2,000.00	$20,000.00	**3.00**	**2.00**	5.00	$6,000.00	$4,000.00	$10,000.00		$10,000.00	50.0%	$10,000.00
49	Mainline Cleanout	5	EA	$4,300.00	$21,500.00										$21,500.00
50	Air Release Vacuum Combination Valve Assembly	4	EA	$12,500.00	$50,000.00		**3.00**	3.00		$37,500.00	$37,500.00		$37,500.00	75.0%	$12,500.00
51	Flushing Valve	4	EA	$9,000.00	$36,000.00		**5.00**	5.00		$45,000.00	$45,000.00		$45,000.00	125.0%	-$9,000.00
52	Burr East Force Main Connection	1	LS	$21,000.00	$21,000.00										$21,000.00
53	Jett's Farm Force Main Connection	1	LS	$11,000.00	$11,000.00										$11,000.00
54	Manhole Riser Extension	5	VF	$1,300.00	$6,500.00	**1.00**		1.00	$1,300.00		$1,300.00		$1,300.00	20.0%	$5,200.00
55	Internal Manhole Lining	90	VF	$100.00	$9,000.00										$9,000.00
56	6" SDR PVC Lateral	200	LF	$102.00	$20,400.00										$20,400.00
57	Reconnect Lateral Service Connection	16	EA	$1,400.00	$22,400.00										$22,400.00
58	8"x6" Wye	14	EA	$420.00	$5,880.00										$5,880.00
59	12" Steel Casing - (Open Cut)	200	LF	$200.00	$40,000.00										$40,000.00
60	16" Steel Casing - (Open Cut)	80	LF	$250.00	$20,000.00										$20,000.00
61	48" Steel Casing - (Open Cut)	80	LF	$1,600.00	$128,000.00										$128,000.00
62	Test Pit Excavation & Refill	7	EA	$5,000.00	$35,000.00		**3.00**	3.00		$15,000.00	$15,000.00		$15,000.00	42.9%	$20,000.00
63	Launching / Receiving Pit	7	EA	$9,000.00	$63,000.00		**5.00**	5.00		$45,000.00	$45,000.00		$45,000.00	71.4%	$18,000.00
64	Asphalt Trench Patch (Base)	80	TON	$400.00	$32,000.00		**136.94**	136.94		$54,776.00	$54,776.00		$54,776.00	171.2%	-$22,776.00
65	Asphalt Trench Patch (Wearing)	60	TON	$350.00	$21,000.00		**103.86**	103.86		$36,351.00	$36,351.00		$36,351.00	173.1%	-$15,351.00
66	Aggregate for Backfill	700	CY	$92.00	$64,400.00		**318.54**	318.54		$29,305.68	$29,305.68		$29,305.68	45.5%	$35,094.32
67	Flowable Fill	50	CY	$400.00	$20,000.00										$20,000.00
68	Remove Manhole	13	EA	$1,300.00	$16,900.00	**1.00**	**4.00**	5.00	$1,300.00	$5,200.00	$6,500.00		$6,500.00	38.5%	$10,400.00
69	Concrete Curb Repair	10	LF	$200.00	$2,000.00										$2,000.00
70	Concrete Driveway Repair	10	CY	$1,800.00	$18,000.00										$18,000.00
71	Miscellaneous DIP Fittings	500	LB	$20.00	$10,000.00										$10,000.00
72	Class B Concrete	50	CY	$500.00	$25,000.00										$25,000.00
73	Shoring / Stabalization After Receiving / Launching Pit - Augustine Ave	1	LS	$10,000.00	$10,000.00		**1.00**	1.00		$10,000.00	$10,000.00		$10,000.00	100.0%	
	Change Orders														
CO-1	B&O Tax	1	LS	$121,480.00	$121,480.00										$121,480.00
CO-2-A	Evitts Run MH Upsize	1	LS	$20,704.00	$20,704.00	**0.10**	**0.90**	1.00	$2,070.40	$18,633.60	$20,704.00		$20,704.00	100.0%	
CO-2-B	Lakeland Place - 16th St Access Road	1	LS	$79,983.00	$79,983.00		**1.00**	1.00		$79,983.00	$79,983.00		$79,983.00	100.0%	
CO-2-C	Lakeland Place - ELB 5" Conduit	1420	LF	$71.00	$100,820.00										$100,820.00
CO-2-D	Davit Crane Credit	1	LS	-$10,422.36	-$10,422.36		**1.00**	1.00		-$10,422.36	-$10,422.36		-$10,422.36	100.0%	
CO-2-E	Lakeland Place - Potomac Edison	1	LS	$49,987.68	$49,987.68										$49,987.68
CO-3	Augustine Boring	84.5	LF	$2,317.00	$195,786.50	**84.50**		84.50	$195,786.50		$195,786.50		$195,786.50	100.0%	
									$ -						
	Totals				**$6,632,338.82**				**$643,175.90**	**$2,730,637.72**	**$3,373,813.62**	**$299,283.95**	**$3,673,097.57**	55.4%	**$2,959,241.25**

EJCDC® C-620 Contractor's Application for Payment
© 2013 National Society of Professional Engineers for EJCDC. All rights reserved.

C2 - COLAS GROUP INTERNAL: Employees and partners who nee

Stored Material Summary

Contractor's Application

For (Contract):	01	Application Number:	11
Application Period:	1/1/26 - 1/31/26	Application Date:	2/11/2026

A		B	C		D		E		F		G
					Stored Previously				Incorporated in Work		
Bid Item No.	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Storage Location	Description of Materials or Equipment Stored	Application No. when Materials Placed in Storage	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)
11g	27315		HRI Trailer	Burr East Grinder Pumps	4	$33,390.00		$33,390.00			$33,390.00
11g	28718		HRI Trailer	Burr East Grinder Pumps	4	$35,692.65		$35,692.65			$35,692.65
12f	27317		HRI Trailer	Jetts Farm Grinder Pumps	4	$38,700.00		$38,700.00			$38,700.00
12f	28503		HRI Trailer	Jetts Farm Grinder Pumps	4	$34,605.00		$34,605.00			$34,605.00
13g	27316		HRI Trailer	Moose Lodge Grinder Pumps	4	$33,300.00		$33,300.00			$33,300.00
13g	28504		HRI Trailer	Moose Lodge Grinder Pumps	4	$28,811.25		$28,811.25			$28,811.25
42	886402		Evitts Run	Sanitary MH - APS16	5	$5,103.00		$5,103.00			$5,103.00
42	882498		Evitts Run	Sanitary MH - APS26A	5	$41,139.40		$41,139.40	11/2025	$39,251.50	$1,887.90
42	880503		Evitts Run	Sanitary MH - APS27	5	$7,064.25		$7,064.25			$7,064.25
36	x633532		Evitts Run	30" PVC	6	$25,318.44		$25,318.44	10/2025	$13,267.04	$12,051.40
37	x423369		Burr East	6" HDPE DR 11	6	$12,240.00		$12,240.00	11/2025	$10,584.20	$1,655.80
31	x569471		LP	8" Fusible C900	6	$17,796.18		$17,796.18			$17,796.18
32	x569471		LP	8" Fusible C900	6	$5,567.52		$5,567.52			$5,567.52
33	x569471		LP	8" Fusible C900	6	$4,971.00		$4,971.00			$4,971.00
11g	29342		HRI Trailer	Burr East Grinder Pumps	6	$7,420.00		$7,420.00			$7,420.00
12f	29341		HRI Trailer	Jetts Farm Grinder Pumps	6	$7,900.00		$7,900.00			$7,900.00
15i	895582		Evitts Run	LP Meter Vault	6	$6,449.00		$6,449.00			$6,449.00
42	907465		HRI Trailer	JF Sanitary MH	9	$5,724.00		$5,724.00			$5,724.00
13d	908161		HRI Trailer	JF Meter Vault	9	$3,420.00		$3,420.00			$3,420.00
12c	908161		HRI Trailer	ML Meter Vault	9	$3,351.00		$3,351.00			$3,351.00
12h	908161		HRI Trailer	ML Wet Well Top	9	$4,424.00		$4,424.00			$4,424.00
				Totals		**$449,415.21**		**$468,283.45**		**$150,131.26**	**$299,283.95**

© 2013 National Society of Professional Engineers for EJCDC. All rights reserved.

C2 - COLAS GROUP INTERNAL: Employees and partners who nee

Date: February 25, 2026

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

PROJECT COSTS:	APPROVED CONSTRUCTION BUDGET	Resolution No. 17 Request for Payment (RFP) #17 EEGF Grant # 1	Resolution No. 18 Request for Payment (RFP) #18 EEGF Grant #2 CIF # 11	Resolution No. 19 Request for Payment (RFP) # 19 CIF # 12	Resolution No. 20 Request for Payment (RFP) #20 EEGF Grant #3 CIF # 13	Resolution No. 21 Request for Payment (RFP) #21 EEGF Grant #4 CIF # 14	Resolution No. 22 Request for Payment (RFP) #22 CIF # 15	Resolution No. 23 Request for Payment (RFP) #23 CWSRF #7 Grant #5 / EEGF CIF # 16	Resolution No. 24 Request for Payment (RFP) #24 CIF # 17	Resolution No. 25 Request for Payment (RFP) #25 CWSRF #8 CIF # 18	BALANCE REMAINING
1 CONSTRUCTION CONTRACT											
a. Original Contract 1	$ 6,074,000.00	$ 278,099.71	$ 177,224.36	$ -	$ 297,153.47	$ 136,251.61	$ -	$ 403,945.16	$ -	$ 576,787.91	$ 2,858,476.83
b. Change Order 1 - B&O Tax (Note #3)	$ 121,480.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 121,480.00
c. Change Order 2 - (Note #7)	$ 90,264.64	$ -	$ 3,035.24	$ -	$ 2,070.40	$ 1,035.20	$ -	$ 82,053.40	$ -	$ 2,070.40	$ -
d. Change Order 3 - (Note #8)	$ (36,183.50)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (36,183.50)
2 CONTINGENCY											
a. Contingency - (Note #1 & #7)	$ 152,876.32	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 152,876.32
b. Change Order 2 - (Note #7)	$ 150,807.68	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 150,807.68
3 LEGAL SERVICES											
a. Project Attorney - (Note #4)	$ 170,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 20,013.91
4 ACCOUNTING SERVICES											
a. Project Account - CPA	$ 30,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 7,787.50
5 ENGINEERING SERVICES											
a. RK&K Engineering fees	$ 596,090.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,670.19
b. GDF Engineering (Construction Admin/RPR) - (Note #6)	$ 420,000.00	$ -	$ -	$ 28,028.96	$ -	$ -	$ 34,307.81	$ -	$ 54,765.78	$ -	$ 112,707.63
6 ADMINISTRATIVE SERVICES											
a. Other Administrative Costs	$ 8,850.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,472.86
7 LANDS/EASEMENTS											
a. Easements	$ 50,600.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,275.00
b. R/W Agent - (Note #2)	$ 100,690.72	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
c. Permits - (Note #2)	$ 6,859.28	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,139.28
d. Plats - (Note #2)	$ 14,120.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 79.63
8 Sub Total Line 1-7	**$ 7,950,455.14**	**$ 278,099.71**	**$ 180,259.60**	**$ 28,028.96**	**$ 299,223.87**	**$ 137,286.81**	**$ 34,307.81**	**$ 485,998.56**	**$ 54,765.78**	**$ 578,858.31**	**$ 3,401,603.33**
B. COST OF FINANCING											
9 Registrar Fees	$ 650.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10 Bond Counsel (S&J)	$ 40,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11 Sub Total of Financing - Line 9-10	**$ 40,650.00**										**$ -**
12 Total Project Costs Line 8 + Line 11	**$ 7,991,105.14**	**$ 278,099.71**	**$ 180,259.60**	**$ 28,028.96**	**$ 299,223.87**	**$ 137,286.81**	**$ 34,307.81**	**$ 485,998.56**	**$ 54,765.78**	**$ 578,858.31**	**$ 3,401,603.33**

B. SOURCES OF FUNDS	APPROVED PROJECT FUNDING	Request for Payment (RFP) #17 EEGF # 1	Request for Payment (RFP) #18 EEGF Grant #2 CIF # 11	Request for Payment (RFP) # 19 CIF # 12	Request for Payment (RFP) #20 EEGF Grant #3 CIF # 13	Request for Payment (RFP) #21 EEGF Grant #4 CIF # 14	Request for Payment (RFP) #22 CIF # 15	Request for Payment (RFP) #23 CWSRF #7 Grant #5 / EEGF CIF # 16	Request for Payment (RFP) #24 CIF # 17	Request for Payment (RFP) #25 CWSRF #8 CIF # 18	BALANCE REMAINING
1 INTERNAL FUNDS											
a. Capacity Improvement Fees	$ 3,231,641.14	$ -	$ (3,035.24)	$ (28,028.96)	$ (2,070.40)	$ (1,035.20)	$ (34,307.81)	$ (82,053.40)	$ (54,765.78)	$ (2,070.40)	$ 1,898,312.50
b. CTUB Operating Fund	$ 121,480.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 121,480.00
1 Subtotal Internal Funds	**$ 3,353,121.14**	**$ -**	**$ (3,035.24)**	**$ (28,028.96)**	**$ (2,070.40)**	**$ (1,035.20)**	**$ (34,307.81)**	**$ (82,053.40)**	**$ (54,765.78)**	**$ (2,070.40)**	**$ 2,019,792.50**
2 GRANT FUNDS											
a. State Grant (EEGF)	$ 1,077,000.00	$ (278,099.71)	$ (177,224.36)	$ -	$ (297,153.47)	$ (136,251.61)	$ -	$ (188,270.85)	$ -	$ -	$ -
b. Federal Grant (CWSRF) - "Green Grant"	$ 500,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 500,000.00
2 Subtotal Grant Funds	**$ 1,577,000.00**	**$ (278,099.71)**	**$ (177,224.36)**	**$ -**	**$ (297,153.47)**	**$ (136,251.61)**	**$ -**	**$ (188,270.85)**	**$ -**	**$ -**	**$ 500,000.00**
3 BOND ISSUE											
a. CWSRF Loan - (1%, 40 Year)	$ 2,844,984.00	$ -	$ -	$ -	$ -	$ -	$ -	$ (215,674.31)	$ -	$ (576,787.91)	$ 665,810.83
b. CWSRF Loan - (3%, 20 Year)	$ 216,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 216,000.00
3 Subtotal Bond Issue	**$ 3,060,984.00**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ (215,674.31)**	**$ -**	**$ (576,787.91)**	**$ 881,810.83**
4 Total Sources of Funds Line 1-3	**$ 7,991,105.14**	**$ (278,099.71)**	**$ (180,259.60)**	**$ (28,028.96)**	**$ (299,223.87)**	**$ (137,286.81)**	**$ (34,307.81)**	**$ (485,998.56)**	**$ (54,765.78)**	**$ (578,858.31)**	**$ 3,401,603.33**

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.

Note #3 - 6/11/2025 - Change Order No. 1 - Upon the denial of the B&O waiver request by the City of Charles Town and the City of Ranson, the CTUB Board approved the payment of the B&O taxes to both municipalities to be paid from internal funds.

Note #4 - 6/25/2025 - Amendment No. 2 was approved to increase project legal services by $30,000, not to exceed $170,000.

Note #5 - 8/5/2025 - Line item Admin Costs was decreased by $1,150 and the line item for Plats was increased by $1,150.

Note #6 - 8/13/2025 - GDF - Task Order for Additional Construction Admin Services approved increase of $120,000 for project engineering CA & RPR services, to be paid from Capacity Improvement Fees.

Note #7 - 10/8/2025 - Change Order No. 2 was approved in the amount of $241,072.32. $150,807.68 to be funded with the CWSRF - Green Grant, the remaining $90,264.64 will be funded with CIF Fees.

Note #8 - 1/15/2026 - Change Order No. 3 was approved, which included an increase of $195,786.50 and a decrease of $231,970.00, resulting in a net reduction to the contract amount of $36,183.50.

CHARLES TOWN UTILITY BOARD

Wednesday, February 25, 2026

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

Collection System Project - Resolution No. 26 - CIF No. 19

Attachments:

Collection System Project - Resolution No. 26 - CIF No. 19.pdf

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

RESOLUTION NO. 26
REQUEST FOR PAYMENT #26
(CIF PAYMENT #19)

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
GD&F Engineers	$0	$31,032.12	$31,032.12
RK&K	$0	$2,410.37	$2,410.37
Total	**$0**	**$33,442.49**	**$33,442.49**

ADOPTED BY the City of Charles Town Utility Board, at the meeting held on the 25th day of February, 2026.

By: _____
Brent Manuel, Chairman

Date: February 25, 2026

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

PROJECT COSTS:	APPROVED CONSTRUCTION BUDGET	Resolution No. 18 Request for Payment (RFP) #18 EEGF Grant #2 CIF # 11	Resolution No. 19 Request for Payment (RFP) # 19 CIF # 12	Resolution No. 20 Request for Payment (RFP) #20 EEGF Grant #3 CIF # 13	Resolution No. 21 Request for Payment (RFP) #21 EEGF Grant #4 CIF # 14	Resolution No. 22 Request for Payment (RFP) #22 CIF # 15	Resolution No. 23 Request for Payment (RFP) #23 CWSRF #7 Grant #5 / EEGF CIF # 16	Resolution No. 24 Request for Payment (RFP) #24 CIF # 17	Resolution No. 25 Request for Payment (RFP) #25 CWSRF #8 CIF # 18	Resolution No. 26 Request for Payment (RFP) #24 CIF # 19	BALANCE REMAINING
1 CONSTRUCTION CONTRACT											
a. Original Contract 1	$ 6,074,000.00	$ 177,224.36	$ -	$ 297,153.47	$ 136,251.61	$ -	$ 403,945.16	$ -	$ 576,787.91	$ -	$ 2,858,476.83
b. Change Order 1 - B&O Tax (Note #3)	$ 121,480.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 121,480.00
c. Change Order 2 - (Note #7)	$ 90,264.64	$ 3,035.24	$ -	$ 2,070.40	$ 1,035.20	$ -	$ 82,053.40	$ -	$ 2,070.40	$ -	$ -
d. Change Order 3 - (Note #8)	$ (36,183.50)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (36,183.50)
2 CONTINGENCY											
a. Contingency - (Note #1 & #7)	$ 152,876.32	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 152,876.32
b. Change Order 2 - (Note #7)	$ 150,807.68	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 150,807.68
3 LEGAL SERVICES											
a. Project Attorney - (Note #4)	$ 170,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 20,013.91
4 ACCOUNTING SERVICES											
a. Project Account - CPA	$ 30,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 7,787.50
5 ENGINEERING SERVICES											
a. RK&K Engineering fees	$ 596,090.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,410.37	$ 1,259.82
b. GDF Engineering (Construction Admin/RPR) - (Note #6)	$ 420,000.00	$ -	$ 28,028.96	$ -	$ -	$ 34,307.81	$ -	$ 54,765.78	$ -	$ 31,032.12	$ 81,675.51
6 ADMINISTRATIVE SERVICES											
a. Other Administrative Costs	$ 8,850.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,472.86
7 LANDS/EASEMENTS											
a. Easements	$ 50,600.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,275.00
b. R/W Agent - (Note #2)	$ 100,690.72	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
c. Permits - (Note #2)	$ 6,859.28	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,139.28
d. Plats - (Note #2)	$ 14,120.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 79.63
8 Sub Total Line 1-7	**$ 7,950,455.14**	**$ 180,259.60**	**$ 28,028.96**	**$ 299,223.87**	**$ 137,286.81**	**$ 34,307.81**	**$ 485,998.56**	**$ 54,765.78**	**$ 578,858.31**	**$ 33,442.49**	**$ 3,368,160.84**
B. COST OF FINANCING											
9 Registrar Fees	$ 650.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10 Bond Counsel (S&J)	$ 40,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11 Sub Total of Financing - Line 9-10	**$ 40,650.00**										**$ -**
12 Total Project Costs Line 8 + Line 11	**$ 7,991,105.14**	**$ 180,259.60**	**$ 28,028.96**	**$ 299,223.87**	**$ 137,286.81**	**$ 34,307.81**	**$ 485,998.56**	**$ 54,765.78**	**$ 578,858.31**	**$ 33,442.49**	**$ 3,368,160.84**

B. SOURCES OF FUNDS	APPROVED PROJECT FUNDING	Resolution No. 18 Request for Payment (RFP) #18 EEGF Grant #2 CIF # 11	Resolution No. 19 Request for Payment (RFP) # 19 CIF # 12	Resolution No. 20 Request for Payment (RFP) #20 EEGF Grant #3 CIF # 13	Resolution No. 21 Request for Payment (RFP) #21 EEGF Grant #4 CIF # 14	Resolution No. 22 Request for Payment (RFP) #22 CIF # 15	Resolution No. 23 Request for Payment (RFP) #23 CWSRF #7 Grant #5 / EEGF CIF # 16	Resolution No. 24 Request for Payment (RFP) #24 CIF # 17	Resolution No. 25 Request for Payment (RFP) #25 CWSRF #8 CIF # 18	Resolution No. 26 Request for Payment (RFP) #24 CIF # 19	BALANCE REMAINING
1 INTERNAL FUNDS											
a. Capacity Improvement Fees	$ 3,231,641.14	$ (3,035.24)	$ (28,028.96)	$ (2,070.40)	$ (1,035.20)	$ (34,307.81)	$ (82,053.40)	$ (54,765.78)	$ (2,070.40)	$ (33,442.49)	$ 1,864,870.01
b. CTUB Operating Fund	$ 121,480.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 121,480.00
1 Subtotal Internal Funds	**$ 3,353,121.14**	**$ (3,035.24)**	**$ (28,028.96)**	**$ (2,070.40)**	**$ (1,035.20)**	**$ (34,307.81)**	**$ (82,053.40)**	**$ (54,765.78)**	**$ (2,070.40)**	**$ (33,442.49)**	**$ 1,986,350.01**
2 GRANT FUNDS											
a. State Grant (EEGF)	$ 1,077,000.00	$ (177,224.36)	$ -	$ (297,153.47)	$ (136,251.61)	$ -	$ (188,270.85)	$ -	$ -	$ -	$ -
b. Federal Grant (CWSRF) - "Green Grant"	$ 500,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 500,000.00
2 Subtotal Grant Funds	**$ 1,577,000.00**	**$ (177,224.36)**	**$ -**	**$ (297,153.47)**	**$ (136,251.61)**	**$ -**	**$ (188,270.85)**	**$ -**	**$ -**	**$ -**	**$ 500,000.00**
3 BOND ISSUE											
a. CWSRF Loan - (1%, 40 Year)	$ 2,844,984.00	$ -	$ -	$ -	$ -	$ -	$ (215,674.31)	$ -	$ (576,787.91)	$ -	$ 665,810.83
b. CWSRF Loan - (3%, 20 Year)	$ 216,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 216,000.00
3 Subtotal Bond Issue	**$ 3,060,984.00**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ (215,674.31)**	**$ -**	**$ (576,787.91)**	**$ -**	**$ 881,810.83**
4 Total Sources of Funds Line 1-3	**$ 7,991,105.14**	**$ (180,259.60)**	**$ (28,028.96)**	**$ (299,223.87)**	**$ (137,286.81)**	**$ (34,307.81)**	**$ (485,998.56)**	**$ (54,765.78)**	**$ (578,858.31)**	**$ (33,442.49)**	**$ 3,368,160.84**

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.

Note #3 - 6/11/2025 - Change Order No. 1 - Upon the denial of the B&O waiver request by the City of Charles Town and the City of Ranson, the CTUB Board approved the payment of the B&O taxes to both municipalities to be paid from internal funds.

Note #4 - 6/25/2025 - Amendment No. 2 was approved to increase project legal services by $30,000, not to exceed $170,000.

Note #5 - 8/5/2025 - Line item Admin Costs was decreased by $1,150 and the line item for Plats was increased by $1,150.

Note #6 - 8/13/2025 - GDF - Task Order for Additional Construction Admin Services approved increase of $120,000 for project engineering CA & RPR services, to be paid from Capacity Improvement Fees.

Note #7 - 10/8/2025 - Change Order No. 2 was approved in the amount of $241,072.32. $150,807.68 to be funded with the CWSRF - Green Grant, the remaining $90,264.64 will be funded with CIF Fees.

Note #8 - 1/15/2026 - Change Order No. 3 was approved, which included an increase of $195,786.50 and a decrease of $231,970.00, resulting in a net reduction to the contract amount of $36,183.50.

CHARLES TOWN UTILITY BOARD

Wednesday, February 25, 2026

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

Collection System Project - Additional RPR Inspection Services Proposal

Attachments:

GDF Additional RPR Proposal for CTUB.pdf

GD&F
GWIN
DOBSON &
FOREMAN
ENGINEERS

February 11, 2026

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

Attn: Kristen M. Stolipher
Utility General Manager

RE: RKK Designed Collection System Project WVIJDC No. 2021S-2041
Additional RPR Inspection Services Proposal (Task Order No. 2)
GD&F - Engineering Amendment No. 2 to the Original Agreement,
2018-09-26 UPGRADE PROJECTS

Dear Mrs. Stolipher:

Note that the original Gwin, Dobson & Foreman, Inc. (GD&F) Amendment No. 1 to provide RPR services pertaining to the Collection System Project which was designed by RK&K, included twelve (12) months of full-time inspection. We are coming up on one (1) year of construction and the Contractor has utilized between two (2) and four (4) crews for the majority of the project. This has resulted in RPR overtime of about 5 hours per week, which has now exhausted the approved RPR inspection amount of $200,000. It is anticipated that Substantial Completion will be around July 1, 2026, and thus five (5) months of additional RPR inspection will be necessary. We are hereby requesting an additional 5 months of full-time RPR inspection per this GD&F - Engineering Amendment No. 2 (Task Order No. 2).

Proposed Cost

GD&F is proposing to provide an additional five (5) months of full-time RPR inspection on the project for $20,000 per month, which includes overtime and other direct expenses. This scope of services would be for an estimated, not-to-exceed, fee of $100,000. Invoices will be submitted on a monthly basis based on GD&F current standard rates. Payment will be made on an accrued hourly basis plus expenses. The expenses include direct expenses such as mileage, lodging, meals, printing/copying, etc. as necessary to complete the services. Payment is due within thirty (30) days of invoicing.

Attachments

Attached are the completed GD&F RPR 5700 Cost Summary Form and Exhibit A - Sub-Agreement Clauses (Engineering) which are made part of this proposal.

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

CME/mad
Prop/2026/CTUB_CollSysAddRPR_2-11-25_AmendNo2.doc
cc: File

ACCEPTANCE OF PROPOSAL

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

_____ _____

Authorized Representative Date

_____

Attest/Witness

COST OR PRICE SUMMARY

2-11-2026

PART I - GENERAL

1. RECIPIENT	2. ASSISTANCE IDENTIFICATION NO.
Charles Town Utility Board	C544686
3. NAME OF CONTRACTOR OR SUBCONTRACTOR	**4. Date of Proposal**
Gwin, Dobson & Foreman, Inc.	February 11, 2026
5. ADDRESS OF CONTRACTOR OR SUBCONTRACTOR (INCLUDE ZIP CODE)	**6. TYPE OF SERVICE TO BE FURNISHED**
3121 Fairway Drive Altoona, PA 16602-4496	RPR

PART II - COST SUMMARY

7. DIRECT LABOR (Specify labor categories)	ESTI-MATED HOURS	HOURLY RATE	ESTIMATED COST	TOTALS
Resident Project Representative	900	$92.30	$ 83,070	
		(2026 rate)	-	
DIRECT LABOR TOTAL:				$ 83,070
8. INDIRECT LABOR (Specify indirect cost pools)	**RATE**	**X BASE =**	**ESTIMATED COST**	
		$ -	$ -	
		-	-	
INDIRECT COSTS TOTAL:				$ -
9. OTHER DIRECT COSTS				
a. TRAVEL	RATE	X UNITS =	ESTIMATED COST	
2,000 miles/mo x 5 = 10,000 miles	$0.67	per mile	$6,700.00	
			-	
TRAVEL SUBTOTAL:			$ -	
b. EQUIPMENT, MATERIALS, SUPPLIES (Specify categories)	QTY	COST	ESTIMATED COST	
		$ -	$ -	
EQUIPMENT SUBTOTAL:				
c. SUBCONTRACTS (inc. copies of proposals)+A55			ESTIMATED COST	
		$ -		
SUBCONTRACTS SUBTOTAL:				
d. OTHER (Specify categories)			ESTIMATED COST	
Lodging $300/wk x 20 weeks	20 weeks	$ 300.00	$ 6,000.00	
Meals	80	$60/day	4,800.00	
OTHER SUBTOTAL:				
OTHER DIRECT COSTS TOTAL:				$ 17,500.00
10. TOTAL ESTIMATED COST				$ 100,570.00
11. PROFIT				$
12. TOTAL PRICE				$ 100,000.00

EXHIBIT A

SUBAGREEMENT CLAUSES

1. Applicability and scope of this subpart.
(a) This subpart applies to all State recipients and describes the minimum content of each subagreement (contract and subcontract).
(b) Nothing in this subpart prohibits a recipient from requiring more assurances, guarantees, or indemnity or other contractual requirements from any party to a subagreement.

2. Requirements for subagreement clauses.
Recipients shall include clauses that meet the requirements of §5.2.6 and the appropriate clauses in §5.2.6.1, in each procurement subagreement.

3. Subagreement Provisions clause.
Each subagreement must include provisions defining a sound and complete agreement, including the:
(a) Nature, scope and extent of work to be performed;
(b) Timeframe for performance;
(c) Total cost of the subagreement; and
(d) Payment provisions.

4. Labor standards provisions.
Recipients shall maintain a copy of EPA Form 5720-4 "Labor Standards Provisions for Federally Assisted Construction Contracts" in each subagreement for construction (as defined by the Secretary of Labor). The form contains the Davis-Bacon Act requirements (40 U.S.C. 276a-276a-7); the Copeland Regulations (29 CFR Part 3); the Contract Work Hours and Safety Standards Act-Overtime Compensation (940 U.S.C.327-333) and the nondiscrimination provisions in Executive Order 11246, as amended.

5. Patents data and copyrights clause.
Except for construction grant subagreements, all subagreements shall include notice of Federal requirements and regulations pertaining to reporting and patent rights under any subagreement involving research, developmental, experimental or demonstration work with respect to any discovery or invention that arises or is developed in the con- duct of work under a subagreement. This notice shall also include Federal requirements and regulations pertaining to copyrights and rights in data contained in 40 CFR Part 30.

6. Violating facilities clause.
Subagreements in excess of $100,000 shall contain a provision that requires engineer compliance with all applicable standards, orders or requirements issued under Section 06 of the Clean Air Act (42 U.S.C. 1857 (h) Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and EPA regulations (40 CFR Part 15) which prohibit the use under nonexempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.

7. Energy efficiency clause.
Subagreements shall comply with mandatory standards and policies on energy efficiency contained in the State's energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

Model Subagreement clauses.

1.Supersession
The recipient and the engineer agree that this and other appropriate clauses in Title 47 Series 31 §5.2.6 apply to that work eligible for STATE assistance to be performed under this subagreement and that these clauses supersede any conflicting provisions of this subagreement.

2. Privity of subagreement
This subagreement is expected to be funded in part with funds from the State Revolving Fund. Neither the United States, West Virginia, nor any of its departments, agencies or employees is, will be, a party to this subagreement or any lower tier sub- agreement. This subagreement is subject to State regulations contained in Title 47 Series 31 in effect on the date of the loan agreement for this project.

3. Remedies
Unless otherwise provided in this subagreement, all claims, counter-claims, disputes and other matters in question between the recipient and the engineer arising out of, or relating to, this subagreement or the breach of it will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the recipient is located.

4. Audit; Access to Records
(a) The engineer shall maintain books; records, documents and other evidence directly pertinent to performance on State funded work under this subagreement in accordance with generally accepted accounting principles and practices consistently applied. The engineer shall also maintain the financial information and data used in the preparation of support of the cost submission required under for any negotiated subagreement or change order and a copy of the cost summary submitted to the recipient. The United States Environmental Protection Agency, the Comptroller General of the United States, the United States Department of Labor, the recipient, and the State or any of their authorized representatives shall have access to all such books, records, documents and other evidence for the purpose of inspection, audit and copying during normal business hours. The engineer will provide proper facilities for such access and inspection.
(b) The engineer agrees to make paragraphs (a) through (g) of this clause applicable to all negotiated subagreement amendments affecting the subagreement price.

(c) Audits conducted under this provision shall be in accordance with generally accepted auditing standards and with established procedures and guidelines of the reviewing or auditing agency (ies).
(d) The engineer agrees to disclose all information and reports resulting from access to records under paragraphs (a) and (b) of this clause to any of the agencies referred to in paragraph (a).
(e) Records under paragraphs (a) and (b) above shall be maintained by the engineer during performance on State assisted work under this subagreement and for three (3) years beyond performance certification. In addition, those records that relates to any controversy arising under a State loan agreement, litigation, the settlement of claims arising out of such performance or to costs or items to which an audit exception has been taken shall be maintained by the engineer for such time until settlement has occurred.
(f) Access to records is not limited to the required retention periods. The authorized representative designated in paragraph (a) of this clause shall have access to records at any reasonable time for as long as the records are maintained.
(g) This right of access clause applies to financial records pertaining to all subagreements regardless of the type of subagreement, and all subagreement amendments. In addition this right of access applies to all records pertaining to all subagreements, subagreement change orders and subagreement amendments;
(1) To the extent the records pertain directly to subagreement performance;
(2) If there is any indication that fraud, gross abuse or corrupt practices may be involved; or
(3) If the subagreement is terminated for default or for convenience.

5. Covenant Against Contingent Fees
The engineer assures that no person or selling agency has been employed or retained to solicit or secure this subagreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee excepting bona fide employees or bona fide established commercial or selling agencies maintained by the engineer for the purpose of securing business. For breach or violation of this assurance, the recipient shall have the right to annul this agreement with liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

6. Gratuities
(a) If the recipient finds after a notice hearing that the engineer or any of the engineer's agents or representatives offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any official, employee or agent of the recipient, or the State in an attempt to secure a subagreement or favorable treatment in awarding, amendment or making any determinations related to the performance of this subagreement, the recipient may, be written notice to the engineer, terminate this subagreement. The recipient may also pursue other rights and remedies that the law or this subagreement provides. However, the existence of the facts on which the recipient bases such findings shall be in issue and may be reviewed in proceedings under the Remedies clause of this subagreement.
(b) In the event this subagreement is terminated as provided in paragraph (a), the recipient may pursue the same remedies against the engineer as it could pursue in the event of a breach of the subagreement by the engineer, and as a penalty, in addition to any other damages to which it may be entitled by law, be entitled to exemplary damages in an amount (as determined by the recipient) which shall be not less than three nor more than ten times the costs the engineer incurs in providing any such gratuities to any such officer or employee.

7. Responsibility of the Engineer
(a) The following clause applies only to subagreements for services.
(1) The Engineer is responsible for the professional quality, technical accuracy, timely completion and coordination of all designs, drawings, specifications, reports and other services furnished by the engineer under this subagreement. If the subagreement involves environmental measurements or data gene- ration, the engineer shall comply with State quality assurance requirements. The engineer shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in his designs, drawings, specifications, reports and other services.
(2) The engineer shall perform the professional services necessary to accomplish the work specified in this subagreement in accordance with their subagreement and applicable State requirements in effect n the date of execution of the loan agreement for this project.
(3) The owner's or State's approval of drawings, designs, specifications, reports and incidental work or materials furnished hereunder shall not in any way relieve the engineer of responsibility for the technical adequacy of his work. Neither the owner's nor State's review, approval, acceptance or payment for any of the services shall be construed as a waiver of any rights under this agreement or of any cause for action arising out of the performance of this subagreement.
(4) The engineer shall be, and shall remain, liable in accordance with applicable law for all damages to the owner or the State caused by the engineer's negligent performance of any of the services furnished under this subagreement, except for errors, omissions or other deficiencies to the extent attributable to the owner, owner-furnished data or any third party. The engineer shall not be responsible for any time delays in the project caused by circumstances beyond the engineer's control.
(5) The engineer's obligations under this clause are in addition to the engineer's

other express or implied assurances under this subagreement or State law and in no way diminish any other rights that the owner may have against the engineer for faulty materials, equipment or work.

8. Final Payment

Upon satisfactory completion of the work performed under this subagreement, as a condition before final payment under this subagreement or as a termination settlement under this subagreement the contractor shall execute and deliver to the owner a release of all claims against the owner arising under, or by virtue of, this subagreement, except claims which are specifically exempted by the contractor to be set forth therein. Unless otherwise provided in this subagreement, by State law or otherwise expressly agreed to by the parties to this subagreement or settlement upon termination of this subagreement shall not constitute a waiver of the owner's claims against the contractor or his sureties under this subagreement or applicable performance and payment bonds.

9. Appendix A to Part 33 – Term and Condition

Each procurement contract signed by an EPA financial assistance agreement recipient, including those for an identified loan under an EPA financial assistance agreement capitalizing a revolving loan fund, must include the following term and condition:

Appendix A to Part 33

The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

CHARLES TOWN UTILITY BOARD

Wednesday, February 25, 2026

Regular Meeting

661 South George Street
Charles Town, WV 25414

Water Advisory Committee CTUB Nominee

CHARLES TOWN UTILITY BOARD

Wednesday, February 25, 2026

Regular Meeting

661 South George Street
Charles Town, WV 25414

Utility Manager Report

Attachments:

Draft Revenue & Expense December 2025.pdf

Charles Town Water Department
Revenue & Expense Summary
December 31, 2025
Preliminary Draft

Annual Budget		Y-T-D Budget	Y-T-D Actual	Difference
	REVENUES			
3,960,000	Metered Sales - Residential	1,980,000	1,853,077	(126,923)
1,850,000	Metered Sales - Commercial	925,000	853,045	(71,955)
65,000	Metered Sales - Glen Haven/Cavaland	32,500	32,948	448
40,000	Sale for Resale - Bulk Water	20,000	20,156	156
90,000	Forfieted Discounts	45,000	40,162	(4,838)
30,000	Misc. Service Rev - Reconnection / Tap Fees	15,000	13,375	(1,625)
565,000	Tank Lot Rental Income (Non-Operating)	282,500	311,895	29,395
310,000	Interest Income (Non-Operating)	155,000	184,800	29,800
34,000	Sinking Fund Income (Non-Operating)	17,000	15,571	(1,429)
40,000	Miscellaneous Income (Non-Operating)	20,000	11,022	(8,978)
6,984,000	**TOTAL REVENUES**	3,492,000	3,336,053	(155,947)
	EXPENSES			
15,000	WS - Materials & Supplies Expense	7,500	2,112	(5,388)
60,000	WS - Maint of Water Source	30,000	32,366	2,366
560,000	WT - Salaries & Wages - Operations Labor	280,000	247,596	(32,404)
170,000	WT - Power & Fuel	85,000	72,759	(12,241)
11,000	WT - Power & Fuel - GH/CAV	5,500	2,762	(2,738)
220,000	WT - Chemical Expense	110,000	91,524	(18,476)
30,000	WT - Testing	15,000	9,226	(5,774)
35,000	WT - Materials & Supplies Expense	17,500	20,637	3,137
6,500	WT - Materials & Supplies Expense - GH/CAV	3,250	3,500	250
55,000	WT - Sludge Hauling	27,500	24,231	(3,269)
90,000	WT - Maint of Water Treatment Plant	45,000	68,420	23,420
12,000	WT - Maint of Water Plant - GH/CAV	6,000	11,086	5,086
20,000	WT - Licenses & Subscriptions	10,000	3,849	(6,151)
485,000	TD - Salaries & Wages - Maintenance Labor	242,500	245,909	3,409
30,000	TD - Materials & Supplies Expense	15,000	10,610	(4,390)
120,000	TD - Maint of Dist Reservior & Standpipes	60,000	170,865	110,865
120,000	TD - Maint of Mains	60,000	44,632	(15,368)
210,000	TD - Maint of Services	105,000	99,826	(5,174)
360,000	TD - Maint of Meters	180,000	221,429	41,429
50,000	TD - Maint of Hydrants	25,000	15,150	(9,850)
35,000	TD - Maint of Equipment	17,500	3,652	(13,848)
212,000	CA - Salaries & Wages	106,000	96,236	(9,764)
85,000	CA - Billing Expense	42,500	36,985	(5,515)
120,000	CA - Credit Card Processing Fees	60,000	57,703	(2,297)
90,000	CA - Licenses & Subscriptions (includes Sensus)	45,000	3,093	(41,907)
15,000	CA - Bad Debt Expense	7,500	8,850	1,350
175,000	GA - Salaries & Wages	87,500	73,523	(13,977)
2,500	GA - Director Compensation	1,250	1,450	200
275,000	GA - Employee Insurance & Benefits	137,500	116,569	(20,931)
128,880	GA - Employee Pension Expense	64,440	54,790	(9,650)

Charles Town Water Department
Revenue & Expense Summary
December 31, 2025
Preliminary Draft

109,739	GA - Payroll Taxes - FICA Tax Expense	54,870	51,411	(3,459)
4,572	GA - OPEB (Other Post Employment Benefits)	2,286	5,125	2,839
25,925	GA - Employee 457 Expense	12,963	12,322	(641)
45,000	GA - Office Supplies & Expense	22,500	14,427	(8,073)
20,000	GA - Travel, Training, & Education	10,000	10,159	159
10,000	GA - Uniform Expense	5,000	6,610	1,610
30,000	GA - Computer - Technology Expense	15,000	7,389	(7,611)
35,000	GA - Maint. of General Property	17,500	11,675	(5,825)
28,000	GA - Licenses & Subscriptions	14,000	8,238	(5,762)
30,000	GA - Contractual Services - Engineering	15,000	7,246	(7,754)
25,000	GA - Contractual Services - Accounting	12,500	5,175	(7,325)
65,000	GA - Contractual Services - Legal	32,500	43,917	11,417
60,000	GA - Contractual Services - Other	30,000	32,844	2,844
15,300	GA - Rental of Building	7,650	7,650	-
72,000	GA - Transportation Expense	36,000	34,871	(1,129)
95,000	GA - Insurance	47,500	58,319	10,819
23,000	GA - Worker's Comp	11,500	13,177	1,677
30,000	GA - Regulatory Commission Expense	15,000	3,888	(11,112)
2,500	GA - Bond Administration Fees	1,250	1,273	23
3,500	GA - Bond Service Fees	1,750	1,480	(270)
15,000	GA - Misc. General Expense	7,500	3,917	(3,583)
5,000	GA - Advertising & Publication Expense	2,500	1,347	(1,153)
343,292	Interest on Long Term Debt (Non-Operating)	171,646	173,038	1,392
-	Interest Expense - Subscriptions	-	1,138	1,138
1,328,615	Depreciation Expense (Non-Cash)	664,308	664,308	-
6,219,324	**TOTAL EXPENSES**	3,109,662	3,032,283	(77,378)
764,676	Excess (Deficit)	382,338	303,770	

Board request 5/8/2024

NON-OPERATING REVENUES/CAPITAL CONTRIBUTIONS

CIF Revenue (Non-Operating) - ***CIFs Collected as of 12/31/25*** 836,117

OPERATING CASH ACCOUNT

Reconciliation to Cash:

Cash Balance @ 6/30/25	933,984	
Disbursements To Date	(3,978,877)	
Expenses	3,032,283	
Deposits To Date	3,618,560	
Revenues	(3,336,053)	
OPERATING CASH BALANCE @ 12/31/2025	573,668	
	573,668	Water
	(0)	Operating

Added to report in 2019

OTHER CASH (BANK) ACCOUNT BALANCES

Water Capacity Improvement Fund	9,002,183
Water Renewal & Replacement Fund	1,195,834
Water Working Capital Fund	455,440

Charles Town Sewer Department
Revenue & Expense Summary
December 31, 2025
Preliminary Draft

Annual Budget		Y-T-D Budget	Y-T-D Actual	Difference
	REVENUES			
3,160,000	CTUB Service Revenue	1,580,000	1,517,920	(62,080)
2,000,000	Ranson Revenue	1,000,000	1,019,430	19,430
2,860,000	JCPSD Revenue	1,430,000	1,366,044	(63,956)
45,000	Customer Forfieted Discounts	22,500	23,105	605
40,000	Customer Forfieted Discounts- RA	20,000	15,189	(4,811)
50,000	Customer Forfieted Discounts- PSD	25,000	21,032	(3,968)
30,000	Misc. Sewer Revenues (Non-Operating)	15,000	11,201	(3,799)
350,000	Interest Income (Non-Operating)	175,000	200,821	25,821
58,000	Sinking Fund Income (Non-Operating)	29,000	22,372	(6,628)
8,593,000	**TOTAL REVENUES**	4,296,500	4,197,115	(99,385)
	EXPENSES			
15,000	CS - Materials & Supplies Expense	7,500	7,097	(403)
90,000	CS - Maint of Service Connections	45,000	31,602	(13,398)
150,000	CS - Maint of Collecting & Trans. Mains	75,000	68,665	(6,335)
530,000	PS - Salaries & Wages	265,000	264,892	(108)
170,500	PS - Power & Fuel	85,250	78,257	(6,993)
30,000	PS - Materials & Supplies Expense	15,000	14,785	(215)
65,000	PS - Sludge Hauling	32,500	26,834	(5,666)
200,000	PS - Maint of Pump Stations	100,000	130,956	30,956
10,000	PS - Maint of Equipment	5,000	89	(4,911)
355,000	TD - Salaries & Wages	177,500	108,225	(69,275)
210,000	TD - Power - CT Plant	105,000	114,620	9,620
100,000	TD - Power - TUI	50,000	43,793	(6,207)
11,000	TD - Power - Deerfield	5,500	1,947	(3,553)
180,000	TD - Chemical Expense - CT	90,000	58,541	(31,459)
25,000	TD - Chemical Expense - TUI	12,500	24,532	12,032
45,000	TD - Testing - CT	22,500	29,038	6,538
12,000	TD - Testing - TUI	6,000	6,142	142
80,000	TD - Materials & Supplies Expense	40,000	34,608	(5,392)
60,000	TD - Sludge Hauling - TUI	30,000	11,204	(18,796)
130,000	TD - Maint. Burns Farm	65,000	34,216	(30,784)
230,000	TD - Maint. Treatment Plant - CT	115,000	87,860	(27,140)
150,000	TD - Maint. Treatment Plant - TUI	75,000	83,163	8,163
30,000	TD - Maint. Treatment Plant - Deerfield	15,000	9,164	(5,836)
18,000	TD - Licenses & Subscriptions	9,000	-	(9,000)
320,000	CA - Billing & Acct Labor	160,000	148,852	(11,148)
100,000	CA - Billing Expense	50,000	40,241	(9,759)
120,000	CA - Credit Card Processing Fees	60,000	57,703	(2,297)
70,000	CA - Licenses & Subscriptions	35,000	2,891	(32,109)
25,000	CA - Bad Debt Expense	12,500	16,923	4,423
260,000	GA - Salaries & Wages	130,000	115,373	(14,627)
2,500	GA - Director Compensation	1,250	1,450	200
248,000	GA - Employee Insurance & Benefits	124,000	124,222	222
131,850	GA - Employee Pension Expense	65,925	55,828	(10,097)

Charles Town Sewer Department
Revenue & Expense Summary
December 31, 2025
Preliminary Draft

112,264	GA - Payroll Taxes - FICA Tax Expense	56,132	48,890	(7,242)
3,500	GA - OPEB (Other Post Employment Benefits)	1,750	1,081	(669)
27,445	GA - Employee 457 Expense	13,722	12,280	(1,442)
45,000	GA - Office Supplies & Expense	22,500	14,084	(8,416)
35,000	GA - Travel, Training, & Education	17,500	17,992	492
15,000	GA - Uniform Expense	7,500	5,778	(1,722)
30,000	GA - Computer - Technology Expense	15,000	5,113	(9,887)
35,000	GA - Maint. of General Property	17,500	9,760	(7,740)
30,000	GA - Licenses & Subscriptions	15,000	8,681	(6,319)
45,000	GA - Contractual Services - Engineering	22,500	5,395	(17,105)
35,000	GA - Contractual Services - Accounting	17,500	2,700	(14,800)
180,000	GA - Contractual Services - Legal	90,000	65,483	(24,517)
60,000	GA - Contractual Services - Other	30,000	35,002	5,002
15,300	GA - Rental of Building	7,650	7,650	-
110,000	GA - Transportation Expense	55,000	77,739	22,739
110,000	GA - Insurance	55,000	58,319	3,319
20,000	GA - Worker's Comp	10,000	12,780	2,780
40,000	GA - Regulatory Commission Expense	20,000	6,000	(14,000)
50,000	GA - Bond Administration Fees	25,000	22,940	(2,060)
5,000	GA - Bond Service Fees	2,500	1,574	(926)
20,000	GA - Misc. General Expense	10,000	6,984	(3,016)
5,000	GA - Advertising & Publication Expense	2,500	412	(2,089)
571,124	Interest on Long Term Debt (Non-Operating)	285,562	285,986	424
-	Interest Expense - Subscriptions	-	1,138	1,138
2,411,199	Depreciation Expense (Non-Cash)	1,205,600	1,205,600	-
8,184,682	**TOTAL EXPENSES**	4,092,341	3,753,072	(339,269)
408,318	Excess (Deficit)	204,159	444,043	

***Board request 5/8/2024**	**NON-OPERATING REVENUES/CAPITAL CONTRIBUTIONS**		
	CIF Revenue (Non-Operating) - ***CIFs Collected as of 12/31/25***	1,747,657	
	Grant Revenue - WDA EEGF - ***Funds Rec. as of 12/31/25***	888,729	
	OPERATING CASH ACCOUNT		
	Reconciliation to Cash:		
	Cash Balance @ 6/30/25	3,372,905	
	Disbursements To Date	(4,549,604)	
	Expenses	3,753,072	
	Deposits To Date	4,333,814	
	Revenues	(6,833,501)	
	OPERATING CASH BALANCE @ 12/31/2025	3,157,114	
		3,157,114	Sewer
		(0)	Operating
***Added to report in 2019**	**OTHER CASH (BANK) ACCOUNT BALANCES**		
	Sewer Capacity Improvement Fund	10,538,526	
	Sewer Renewal & Replacement Fund	1,197,953	
	Sewer Working Capital Fund	767,615	

CHARLES TOWN UTILITY BOARD

Wednesday, February 25, 2026

Regular Meeting

661 South George Street
Charles Town, WV 25414

Chairman Report

CHARLES TOWN UTILITY BOARD

Wednesday, February 25, 2026

Regular Meeting

661 South George Street
Charles Town, WV 25414

February 25, 2026

Attachments:

Board Report 02.25.26.pdf

Vendor # / P.O. #	PO Date	*Name* / Description	Status	Amount	Void Amount	Contract	PO Type
SHENA005		SHENANDOAH SALES & SERVICE INC	*Account Continued*				
I2600044	01/20/26	SEWER VEHICLE SERVICE	Open	$276.94	$0.00		
I2600045	01/21/26	SEWER VEHICLE SERVICE	Open	$178.23	$0.00		
I2600046	02/04/26	SEWER VEHICLE SERVICE	Open	$583.04	$0.00		
I2600047	02/04/26	SEWER VEHICLE SERVICE	Open	$198.50	$0.00		
			Vendor Total:	**$4,604.71**			
STONE005		STONER ENTERPRISES INC					
I2600021	02/16/26	MONTHLY SVC@ 661 S GEORGE ST	Open	$146.34	$0.00		
CITHO005		THE CI THORNBURG CO, INC.					
I2600025	02/12/26	OMNI METER	Open	$2,940.00	$0.00		
I2600026	02/12/26	CARBON SLURRY	Open	$1,063.19	$0.00		
I2600027	02/12/26	SRII TRPL	Open	$3,623.25	$0.00		
			Vendor Total:	**$7,626.44**			
WVDEP005		WV DEPT OF HEALTH & HUMAN SVCS					
I2600022	02/04/26	BACTERIOLOGICAL TEST	Open	$230.00	$0.00		
I2600023	02/05/26	BACTERIOLOGICAL TEST	Open	$230.00	$0.00		
I2600024	02/10/26	BACTERIOLOGICAL TEST	Open	$184.00	$0.00		
			Vendor Total:	**$644.00**			

Total Purchase Orders: 54 Total P.O. Line Items: 0 Total List Amount: $ 144,641.68 Total Void Amount: $0.00

TOTAL PAGES: 3

APPROVED BY: _____

APPROVED BY: _____

This Packet: $ 144,641.68
Encova, check dated 2/11/2026: 3,456.00
Thomas Nalls, check dated 2/1/2026: 4,104.06
Security Deposit Refunds, checks dated 2/25/2026: 1,106.03

Total: $ 153,307.77

Vendor # / P.O. #	PO Date	*Name* / Description	Status	Amount	Void Amount	Contract	PO Type
GWIND005		GWIN DOBSON & FOREMAN INC	*Account Continued*				
I2600054	01/31/26	FS PS UPGRADE	Open	$15,822.27	$0.00		
I2600055	01/31/26	WTP MEMBRANE & GAC STUDY	Open	$1,008.90	$0.00		
P2600001	01/01/26	ASSET MGT TASK ORDER NO. 2	Open	$2,969.50	$0.00		
			Vendor Total:	**$66,574.24**			
HDSUP005		HD SUPPLY INC					
I2600013	02/09/26	TNT	Open	$398.79	$0.00		
I2600028	02/12/26	BALLAST	Open	$183.95	$0.00		
I2600029	02/12/26	BALLAST	Open	$387.18	$0.00		
I2600030	02/13/26	CHEMKEY, TUBING KIT	Open	$1,195.14	$0.00		
			Vendor Total:	**$2,165.06**			
INWOO005		INWOOD QUARRY, INC.					
I2600015	02/11/26	C2 & I10 PICKUPS: 2/11/26	Open	$1,807.32	$0.00		
LOGIC005		LOGICAL CONCEPTS, INC					
I2600048	01/15/26	PS MONITORING	Open	152.00-	$0.00		
I2600049	02/20/26	PS MONITORING	Open	$231.18	$0.00		
			Vendor Total:	**$79.18**			
MCKIN005		MCKINNEYS AUTO REPAIR & TOWING					
I2600016	02/10/26	WATER VEHICLE REPAIR	Open	$815.80	$0.00		
I2600017	02/09/26	WATER VEHICLE REPAIRS	Open	$566.69	$0.00		
			Vendor Total:	**$1,382.49**			
MISSU005		MISS UTILITY OF WV, INC.					
I2600031	02/09/26	MESSAGE FEES: JAN	Open	$505.30	$0.00		
NBCEN005		NB & C ENGINEERING SERVICES LL					
I2600018	02/11/26	STRUCTURAL ANALYSIS 6TH AVE	Open	$1,100.00	$0.00		
POTES005		POTESTA & ASSOCIATES, INC					
P2600002	02/13/26	CT TESTING PROJ 0101-25-0138	Open	$6,557.30	$0.00		
PREMI015		PREMIER CONTRACTING LLC					
I2600050	02/20/26	REPLACE DOOR	Open	$4,975.00	$0.00		
QUALI005		QUALITY FENCE & DECK CO					
I2600042	02/19/26	WTP & RIVER INTAKE	Open	$6,575.00	$0.00		
RAFTE005		RAFTELIS FINANCIAL CONSULTANTS					
I2600020	02/13/26	WA & SWR CAPACITY FEE STUDY	Open	$1,990.00	$0.00		
ROBER020		ROBERT K TRITT FOR BOBBY'S USE					
I2600036	02/25/26	PARCEL AGREEMENT	Open	$1,750.00	$0.00		
SHENA005		SHENANDOAH SALES & SERVICE INC					
I2600043	01/19/26	SEWER VEHICLE TRANSFER	Open	$3,368.00	$0.00		

Charles Town Utility Board
Purchase Order Listing By Vendor Name

Ranges	Item Status	Purchase Types	Misc
Range: *First to Last* ***Rcvd Batch Id Range:*** *First to Last* ***Paid Date Range:*** *02/25/26 to 06/30/26*	***Open:*** *N* ***Void:*** *N* ***Paid:*** *Y* ***Held:*** *N* ***Aprv:*** *N* ***Rcvd:*** *N*	***Bid:*** *Y* ***State:*** *Y* ***Other:*** *Y* ***Exempt:*** *Y*	***P.O. Type:*** *All* ***Format:*** *Condensed* ***Include Non-Budgeted:*** *Y* ***Prior Year Only:*** *N* ***Vendors:*** *All*

Vendor # / P.O. #	PO Date	*Name* / Description	Status	Amount	Void Amount	Contract	PO Type
3RDTI005		3RD TIME TRUCKING					
I2600002	01/16/26	HAULING	Open	$578.48	$0.00		
AUTOZ005		AUTOZONE, INC					
I2600041	02/12/26	MISC FOR MAINT VEHICLE	Open	$212.88	$0.00		
CITYO005		CITY OF CHARLES TOWN					
I2600014	02/25/26	MAR RENT@ 661 S GEORGE ST	Open	$2,550.00	$0.00		
I2600032	02/13/26	DEC UTILITIES@ 661 S GEORGE ST	Open	$1,628.87	$0.00		
I2600037	02/17/26	NEW MAINT BUILDING PERMIT	Open	$3,530.10	$0.00		
			Vendor Total:	**$7,708.97**			
COAST005		COASTTEC					
I2600003	02/05/26	APC SMART-UPS	Open	$1,329.88	$0.00		
COYNE005		COYNE CHEMICAL INC					
I2600004	02/05/26	ZETAG 8848 FS	Open	$11,794.46	$0.00		
I2600005	02/05/26	SODIUM HYPOCHLORITE 15%	Open	$1,162.80	$0.00		
I2600006	02/12/26	AMMONIUM SULFATE 40% NSF	Open	$1,586.00	$0.00		
			Vendor Total:	**$14,543.26**			
DAVID005		DAVID MARTIN					
I2600035	02/25/26	MEETINGS LAPTOP REPAIR	Open	$161.00	$0.00		
FREDE005		FREDERICKTOWNE LABS INC					
I2600007	02/11/26	TESTING	Open	$3,671.67	$0.00		
GERAL005		GERALD TAYLOR CO., INC.					
I2600008	02/10/26	PUMP / TRANSPORT	Open	$279.84	$0.00		
I2600009	02/10/26	SUPERVAC	Open	$2,164.35	$0.00		
I2600010	02/10/26	TRANSPORT	Open	$1,029.60	$0.00		
I2600033	02/17/26	PUMP / TRANSPORT	Open	$411.28	$0.00		
I2600034	02/17/26	TRANSPORT	Open	$1,029.60	$0.00		
			Vendor Total:	**$4,914.67**			
GUTTM005		GUTTMAN ENERGY					
I2600011	02/08/26	W/E 2/08/26	Open	$1,607.78	$0.00		
I2600012	02/15/26	W/E 2/15/26	Open	$1,430.71	$0.00		
			Vendor Total:	**$3,038.49**			
GWIND005		GWIN DOBSON & FOREMAN INC					
I2600038	01/31/26	WW RETAINER SVCS	Open	$1,662.13	$0.00		
I2600040	01/31/26	WWTP MAINT BUILDING	Open	$1,061.67	$0.00		
I2600051	01/31/26	WW SYS PRELIM ENGR RPRT	Open	$13,017.65	$0.00		
I2600052	01/31/26	WW CLCTN SYS PRJCT	Open	$10,193.99	$0.00		
I2600053	01/31/26	CLCTN SYS PJCT RPR	Open	$20,838.13	$0.00		

CHARLES TOWN UTILITY BOARD

Wednesday, February 25, 2026

Regular Meeting

661 South George Street
Charles Town, WV 25414

Next Meeting - March 11, 2026 at 4:00 P.M.