CHARLES TOWN UTILITY BOARD
AGENDA

WEDNESDAY, SEPTEMBER 9, 2026

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

CALL TO ORDER

1. **APPROVAL OF MINUTES**
   a. Approval of August 26, 2026 Regular Meeting Minutes
   UB Minutes 08.26.2026.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/81356212111?pwd=VontxcFfaVW2y7vF6G7e8AZPgiAEDp.1

   Meeting ID:813 5621 2111
   Passcode: 879899
   (301)715-8592

3. **UNFINISHED BUSINESS**
   a. Update on WV PSC Cases - 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.
   PSC Final Order 25-0263-W-C.pdf
   b. Discuss Ongoing Official Investigation - Possible Executive Session under the provision of W. Va. Code §6-9A-4(b)(7) - To plan or consider an official investigation relating to crime prevention or law enforcement.
   c. Update on Summit Point Regional Corridor Initiative
   Summit Point Regional Utility Corridor Initiative - Request for Scope, Schedule, & Fee Proposal.pdf
   Letter to Senator Capito - SPRUCI.pdf

d. Consideration of Policy Protecting Homeowners from Mandatory Connection to Newly Extended Water and Wastewater Infrastructure
e. Water and Sewer Alternate Mainline Extension Agreement for Augustine Manor - Draft
Draft - Augustine Manor AMEA Sewer.pdf
Draft - Augustine Manor AMEA Water.pdf

4. **NEW BUSINESS**
a. Request for Proposals for Financial Statement Preparation and Accounting Services
b. Resolution 2026-03 - Appointment of Audit Procurement Committee for Audit Services for FY 2026-2028
Resolution 2026-03 - Audit Procurement Committee.pdf
WV State Auditor - Audit Procurement Notification Letter 08.20.2026.pdf
c. Greenfield Force Main and Samuel Street Flow Meter Project Bid Opening and Recommendation
Bid Recommendation 09.09.2026.pdf
Bid Results.pdf
d. Collection System Project - Authorized Representative(s) Resolution
Authorized Resolution.pdf
Authorized Resolution Dual.pdf
e. Maintenance Building Project - Resolution No. 1, Pay App. No. 1
Maintenance Building Project - Resolution No. 1 Pay App No. 1.pdf
f. Quote to Repair 135 Excavator Hammer
Repair Estimate.PDF

5. **MANAGER REPORTS**
a. Utility Manager Report
b. Chairman Report
c. Engineering Report

6. **APPROVAL OF BILLS**
a. September 9, 2026
Board Report 09.09.26.pdf

7. **ADJOURNMENT**

8. **INFORMATION ONLY**
a. Next Meeting - September 23, 2026 at 4:00 P.M.
Capital Expenditure Report June 2026.pdf
Christine Wimer Public Comment Attachments-Information Only.pdf

CHARLES TOWN UTILITY BOARD

Wednesday, September 9, 2026

Regular Meeting

661 South George Street
Charles Town, WV 25414

Approval of August 26, 2026 Regular Meeting Minutes

Attachments:

UB Minutes 08.26.2026.pdf

Charles Town Utility Board
Regular Board Meeting
August 26, 2026

The Charles Town Utility Board held a regular meeting on August 26, 2026 at 4:00 P.M. Members of the Board present were John Maxey, Vice Chairman; Duke Pierson, Treasurer, Heidi Parker and Patrick Kratovil. Also, present were Paul Mantello, Utility Manager; April Shultz, Assistant Utility Manager; Ashley Stottlemyer, Secretary; and Cindy Wilson, Legal Counsel (Zoom).

Chairman, Mayor Micheal George, and County Commission Liaison, Commissioner Mike Mood, were absent from the meeting.

CALL TO ORDER

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

APPROVAL OF MINUTES

Approval of July 22, 2026 Regular Meeting Minutes

The Vice Chairman called for changes or corrections to the July 22, 2026 regular meeting minutes. Mrs. Parker mentioned the typo of "Mrs." Maxey on page 2.

Action: **Motion made by Mr. Pierson, second by Mrs. Parker, the Board unanimously approved the July 22, 2026 meeting minutes as corrected.**

PUBLIC COMMENT

Public comment was received from Christine Wimer and an emailed comment from Sarah Smith.

OLD BUSINESS

Update on WV PSC Cases- 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.

Discuss Ongoing Official Investigation - Executive Session under the provision of W. Va. Code 6-9A-4(b)(7) - To plan or consider an official investigation relating to crime prevention or law enforcement.

Possible Executive Session under the provision of W. VA Code 6-9a-4(b) (8) - Internal Memoranda or Letters Received or Prepared by any Public Body

The three executive session items were moved to the end of the meeting.

Action: **Motion made Mr. Pierson, second by Mr. Kratovil, the Board unanimously approved moving the executive session items to the end of the meeting.**

Summit Point Regional Utility Corridor Initiative

i. August 13th 5G Interview with Potesta & Associates and Panel Recommendation

Mr. Mantello provided a brief overview of the August 13th interview with Potesta & Associates to develop a Preliminary Engineering Report for the Summit Point corridor. The interview panel recommended moving forward with Potesta & Associates and begin contract negotiations.

Action: **Motion made by Mr. Pierson, second by Mr. Kratovil, with discussions from the Board, the Board unanimously approved moving forward with Potesta & Associates as the engineer for the project presented at the 5G meeting.**

Mr. Maxey requested that Mr. Mantello contact the School Board informing them that CTUB intends to file a Preliminary Engineering Report with WV IJDC to apply for a $4 million Emerging Contaminants Grant through WVDEP and intends to provide service to the school in late 2027.

ii. August 27th Meeting with WV Department of Commerce

Mr. Mantello provided he will be attending an informational meeting at the proposed data center site with the WV Department of Commerce Data Economy Office, Ryan Stewart Development, Delegate Joe Funkhouser, Delegate Wayne Clark and Commissioner Mike Modd. He stated the 235 acres property has a 4-acre footprint for the proposed data center. Mr. Mantello will provide an update to the Board after the meeting.

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

iii. Presentation to JC Board of Education and Request Letter of Support

Mr. Mantello included a letter of support from the JC Board of Education received just prior to the meeting. He will provide the JC Board of Education with an update on the PER process and available grant funding as discussed earlier in the meeting. Mr. Maxey apologized and stated he should have brought his request to update the JC Board of Education under this agenda item and not the earlier item.

Action: **Motion made by Mr. Kratovil, second by Mr. Pierson, the Board unanimously approved the General Manager reaching out to the school board to clarify the funding source and independence of this project and the timeline.**

Consideration of Policy Protecting Homeowners from Mandatory Connection to Newly Extended Water and Wastewater Infrastructure

Action: **Motion made by Mr. Pierson, second by Mr. Kratovil, the Board unanimously approved tabling the discussion until the Board hears back from the Charles Town City Council.**

Water and Sewer Alternate Mainline Extension Agreement for Augustine Manor – Draft

Mr. Mantello stated that Mr. Eckenrode and Mr. Markley are continuing to work on the capacity analysis for this project.

Action: **Motion made by Mr. Pierson, second by Mr. Kratovil, the Board unanimously approved tabling this item until the capacity analysis is completed.**

Locust Hill Pond Water Quality Pilot Program

Mr. Mantello provided the pilot program with UltraClear for the Locust Hill Pond water quality began last week and will extend through November 2026 to help mitigate the algae and vegetation problems. CTUB, the Locust Hill Golf Course and the Locust Hill HOA have split the costs associated with the pilot program. Mr. Mantello mentioned the Board can reevaluate after this initial pilot program to decide whether to extend on a yearly basis.

Action: **Motion made by Mr. Pierson, second by Mrs. Parker, the Board unanimously approved accepting the pilot program as submitted.**

FY 2027 Capital Improvement Plan Update

Mr. Mantello provided a working draft plan to the Board and suggested scheduling workshop meetings with the Board and Engineer to finalize. He will also extend the workshop invite to the Public Service Commission.

Action: **Motion made by Mr. Pierson, second by Mrs. Parker, with discussions from the Board, to take this item off the agenda until a finalized draft is prepared by staff to present at a workshop meeting to discuss thoroughly. After much discussions, Mr. Pierson amended the motion, second by Mrs. Parker, the Board unanimously approved postponing discussions on the CIP until workshops scheduled in September with an invitation to the Public Service Commission.**

NEW BUSINESS

Collection System Project – Resolution No. 37 – CIF No. 29, Pay App No. 17

Mrs. Shultz provided the pay application for Resolution No. 37 – CIF Payment #29 in the amount of $225,234.09 for work completed.

Action: **Motion made by Mrs. Parker, second by Mr. Pierson, the Board unanimously approved Resolution No. 37.**

Collection System Project – Resolution No. 38 – CIF No. 30

Mrs. Shultz included the pay application for Resolution No. 38 in the amount of $7,340.40 for work completed.

Action: **Motion made by Mrs. Parker, second by Mr. Kratovil, the Board unanimously approved Resolution No. 38.**

Quote for Spare Sludge Transfer Pump for Digester at Charles Town Wastewater Treatment Plant
Capacity Improvement Fee Annual Review

Mr. Mantello included a quote for a spare sludge transfer pump for the digester at the Charles Town wastewater treatment plant.

Action: **Motion made by Mr. Pierson, second by Mrs. Parker, the Board unanimously approved the quote as submitted.**

Capacity Improvement Fee Annual Review

Action: **Motion made by Mr. Pierson, second by Mr. Kratovil, the Board unanimously tabled this discussion.**

MANAGER REPORTS

Utility Manager Report

Mr. Mantello briefed the Board on his monthly updates including the WV Rural Water Conference, WV Department of Commerce Annual Meeting, permit renewals, Huntfield service lateral root intrusion, corrosion inhibitor at water plant, cybersecurity at facilities, rate study kickoff, Collection System project, new wastewater hires, Kings Crossing maintenance agreement and an upcoming meeting with WV American Water.

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

Chairman Report

The Vice Chairman had no updates.

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

Engineering Report

Mr. Eckenrode briefed the Board on the numerous projects that GDF is working on including the membrane GAC pilot study, Locust Hill tank cleaning, corrosion inhibitor, Collection System Project, new Charles Town wastewater treatment plant design, Tuscawilla wastewater treatment plant, maintenance building, Greenfield force main, Asbury project, Flowing Springs pump station, asset management plan, ammonia sensors at the Charles Town wastewater plant, and the Potesta interview.

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

APPROVAL OF BILLS

August 12, 2026

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

August 26, 2026

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

EXECUTIVE SESSION

Update on WV PSC Cases- 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.

Action: **Motion made by Mr. Pierson, second by Mr. Kratovil, the Board unanimously approved convening into Executive Session to discuss this item.**

Discuss Ongoing Official Investigation - Executive Session under the provision of W. Va. Code 6-9A-4(b)(7) - To plan or consider an official investigation relating to crime prevention or law enforcement.

Action: **Motion made by Mr. Kratovil, second by Mrs. Parker, the Board unanimously approved tabling this discussion until the attorney is present.**

Possible Executive Session under the provision of W. VA Code 6-9a-4(b) (8) - Internal Memoranda or Letters Received or Prepared by any Public Body

Action: **Motion made by Mr. Pierson, second by Mrs. Parker, the Board unanimously approved convening into Executive Session to discuss this item.**

The Board convened into executive session at 5:50 P.M.

The Board convened back into public session at 6:04 P.M.

Action: **Motion made by Mr. Kratovil, second by Mr. Pierson, the Board unanimously approved sending the letter reviewed by Counsel and the Board to Senator Shelley Moore Capito and in addition to the recipients copied on the letter, send to the Summit Point Motor Sports, WV American Water and the Ryan Stewart Development.**

ADJOURNMENT

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

Action: **Motion made by Mrs. Parker, second by Mr. Pierson, the Board unanimously approved to adjourn the meeting at 6:06 P.M.**

INFORMATION ONLY

The next regular meeting is scheduled for Wednesday, September 9, 2026 at 4:00 P.M. at 661 S. George Street.

_____	_____
John Maxey	Ashley Stottlemyer
Vice Chairman	Secretary

CHARLES TOWN UTILITY BOARD

Wednesday, September 9, 2026

Regular Meeting

661 South George Street
Charles Town, WV 25414

Update on WV PSC Cases - 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:

PSC Final Order 25-0263-W-C.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 31st day of August 2026.

CASE NO. 25-0263-W-C

CITY OF CHARLES TOWN,
Charles Town, Jefferson County, Complainant,

v.

WEST VIRGINIA-AMERICAN WATER COMPANY,
a public utility, Defendant.

COMMISSION ORDER

The Commission grants the Exceptions of West Virginia-American Water Company (WVAWC or Company).

BACKGROUND

On February 13, 2025, the Charles Town Utility Board (CTUB) filed a Complaint against WVAWC alleging that WVAWC was improperly infringing on CTUB's exclusive territory by planning to serve a development which is being planned by DR Acquisitions (formerly Dan Ryan Builders) (Developer). CTUB is a municipal water and sewer utility and provides service in Charles Town and Ranson areas of Jefferson County.[1] The proposed development will be a mixed commercial and residential development on a vacant parcel located south of Route 340 in Jefferson County, immediately south of CTUB's municipal boundary (Subject Parcel). The Developer informed CTUB that WVAWC is willing to extend service to the Subject Parcel at no cost to the Developer. According to the Complaint, CTUB is capable of serving the Subject Parcel without constructing any new facilities. The Developer intends to obtain water service from the Company and sewer service from CTUB.

[1] Complaint at Bates 5.

On February 24, 2025, the Company filed its answer. The Company argued the Subject Parcel was in a gray-and-overlapping service territory and the Developer should choose its water service provider. The Company alleged it had alternate non-competitive reasons for extending its service. The Company opposed CTUB's request for interim relief.

By Order of the Commission's Administrative Law Judge Division (ALJ), dated March 5, 2025, the ALJ granted interim relief and directed the Company to refrain from active construction of new facilities to provide service to the Subject Parcel until further order of the Commission.

On May 14, 2025, Commission Staff (Staff) filed a Final Joint Staff Memo and recommended the Commission issue an order directing WVAWC to cease and desist from taking any action which would encroach into CTUB's service area and curtail its ability to provide service in and outside its service territory pursuant to W. Va. Code § 8-12-5.

CTUB filed a letter on May 20, 2025, in agreement with Staff's recommendation.

On May 27, 2025, WVAWC filed a response to Staff's Final Memo.

By Order dated July 11, 2025, the ALJ granted Jefferson County Commission's (JCC) petition to intervene.

The ALJ held a hearing on July 30, 2025, in Charles Town. Thereafter, the parties filed briefs in support of the respective positions.

On September 11, 2025, the ALJ issued a Recommended Decision and concluded that the Subject Parcel is in CTUB's exclusive territory. According to the Recommended Decision, the Commission received several letters from CTUB customers who were worried about their service if WVAWC ultimately serves the Subject Parcel. During the hearing, CTUB presented testimony that it had invested significant money, including significant bonds, to install infrastructure around and on the Subject Parcel. Allowing WVAWC to encroach on this Subject Parcel would mean that CTUB's anticipated revenues may not be realized and it may impact CTUB's abilities to meet its bondholder obligations. CTUB has a capacity improvement fee (CIF) that charges for every new connector to its system. Usually, this fee is factored into the price of the homes the developers sell. Serving the Subject Parcel would not increase rates for CTUB customers and CTUB does not need funding to serve the development. The ALJ noted that this case could be distinguished from Beckley Water v. City of Mount Hope Water Department, Case No. 23-0807-W-C (Beckley Water) because CTUB would benefit more by acquiring

the customers at the Subject Parcel than the Company and would also be more harmed by losing the potential customers given the facilities it has invested in around the Subject Parcel.

WVAWC filed Exceptions to the Recommended Decision (Exceptions) on September 26, 2025.

On October 6, 2025, CTUB and Staff filed their respective responses to WVAWC's Exceptions.

On October 7, 2025, the JCC filed a response to the Exceptions.

On June 3, 2026, Staff filed a letter regarding the West Virginia Supreme Court's June 1, 2026, Opinion in Beckley Water.

On July 6, 2026, CTUB filed a letter regarding the West Virginia Supreme Court's June 1, 2026, Opinion in Beckley Water.

On July 9, 2026, WVAWC filed a response to Staff's June 3, 2026, filing and CTUB's July 6, 2026, filing.

DISCUSSION

WVAWC Exceptions

The Company took exception to both Conclusions of Law in the Recommended Decision. First, WVAWC took exception to the conclusion that the Subject Parcel is in the exclusive territory of CTUB. Second, WVAWC took exception to the conclusion that the Company should not be permitted to serve the Subject Parcel. The Company argued that both Conclusions of Law were erroneously decided because they ignore the Commission's established mechanism for determining gray-and-overlapping service areas.

The Company further argued the Recommended Decision disregarded the isolation test[2] and, instead, applied an "array of subjective factors."[3] The Company argued that the Recommended Decision relied on the following factors to conclude that the Subject Parcel is in CTUB's exclusive territory:

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[2] The Commission established the isolation test in Case No. 04-1062-E-C, Monongahela Power Company, dba Allegheny Power v. Harrison Rural Electrification Association, Inc., Commission Order, August 24, 2005, at 6 and Conclusion of Law No. 6 (hereinafter referred to as the 2005 HREA Order). The Commission will discuss the application of the isolation test in this case in the Discussion Section of this Order.

[3] WVAWC Exceptions at Bates 7.

A. Utility Size

According to the Company, the Recommended Decision suggests that the Commission's decision in Lumberport Shinnston Gas Company, Inc. v. Equitable Gas Company, Case Nos. 86-749-G-C and 87-115-G-GI (Final Order dated September 29, 1987) (Lumberport) established a utility's size as a determinative factor in whether an area is gray-and-overlapping. The Company argued that the instant case does not have facts similar to Lumberport and that the Recommended Decision ignored the Commission's guidance in determining whether an area is gray-and-overlapping through the establishment of the isolation test.

B. Line Crossing

According to the Company, the Recommended Decision seemed to cite to the 2005 HREA Order to suggest that the Commission established a rule that an area cannot be gray-and-overlapping if there is an instance of a facility crossing. The Company argued that there is not a determinative rule that a gray-and-overlapping service area cannot exist if a facility crossing exists.

The Company alleged the Recommended Decision ignored the Company's practical arguments demonstrating the close proximity of two utilities' respective facilities, which is a common occurrence throughout the state. The Company argued that the necessary extension would not be a situation in which facilities must "crisscross" at various points throughout a small area. Instead, the Company's main must simply cross CTUB's main once at Route 340 for the Company to extend its system south.

C. Cost to Extend

The Company argued that the Recommended Decision focused on the Commission's observation in the 2005 HREA Order that the utilities in that case could both serve the Subject Parcel at issue at "little or no cost." Then, the Recommended Decision concluded that the Company cannot serve the Subject Parcel at little or no cost. The Company interpreted the cost observation in the 2005 HREA Order to mean that either utility could serve the site at little to no cost and that cost would not have relieved either utility of its obligation to serve the site.

The Company argued that, in this case, both utilities would be required to serve the Subject Parcel in the absence of the other, including from an economic perspective. According to the Company, the Recommended Decision failed to address the Company's analysis of the economic feasibility. The Company argued that the Recommended Decision's focus on "little to no cost" is contrary to the

decision in Beckley Water because the extension in that case could cost over $4.5 million.

The Commission notes that its determination regarding service territory does not relieve a utility of its obligation to comply with applicable ratemaking principles governing extensions to serve new customers.[4] Utility investment intended to serve future development must be supported by the revenues associated with the customers to be served and must not impose an unreasonable burden on existing customers. Where required by Commission rules, contributions in aid of construction (CIAC) and other extension policies remain applicable until sufficient customer commitments and revenues exist to justify the investment. The addition of prospective customers alone does not justify shifting development costs to existing ratepayers. Refunds and other adjustments may be addressed as actual customers are added pursuant to the Commission's rules and approved tariffs.

D. Location of Current Utility Facilities

According to the Company, the Recommended Decision relied on the Commission's language in Beckley Water stating that "the key to resolving territorial disputes is to examine the current location of the utility's facilities." This language, which originated in Harrison Rural Electrification Ass'n, Inc. v. Public Service Commission of WV, 438 S.E.2d 782, 190 W. Va. 439 (Comm'n Order, August 26, 1993) (Harrison), does not equate to the utility that currently has the closest facilities to a Subject Parcel has the exclusive rights to serve it, as suggested by the Recommended Decision. The Company's interpretation of the language is that it means a utility must have existing facilities presently close enough to the location requesting service to allow the utility (and require it, if requested) to serve the location. Further, the Company argued its facilities are much closer to the Subject Parcel than Mount Hope's facilities are to the Site in Beckley Water and the Commission held that Mount Hope's facilities were not too far away.

E. Relative Impact on Utilities

WVAWC argued the Recommended Decision's conclusion that serving the Subject Parcel would impact CTUB more than the Company was erroneous because the ALJ (1) focused on the smaller size of CTUB, (2) pointed out that CTUB has facilities abutting the Subject Parcel, and (3) ignored the impact of serving or not serving the Subject Parcel would have on the Company. The Company asserted that both utilities would benefit from the additional customers. The Company further argued that CTUB is a large utility, and has more customers

[4] Commission Rules for the Government of Water Utilities 7.5 (Water Rules) (Main Extensions).

in this area than WVAWC, and cannot reliably argue that it will suddenly be harmed by not serving the Subject Parcel.

The Company also argued that it could also experience "stranded" investments in the Eastern Panhandle and its acquisition of Jefferson Utilities. Finally, the Company argued the Recommended Decision failed to consider the potential benefits the Company and its customers would experience by serving the Subject Parcel.

F. Utility Management Strategies

According to WVAWC, the Recommended Decision seemed to award CTUB the exclusive rights to serve the Subject Parcel because CTUB made a managerial decision to charge CIFs. WVAWC noted that this is not a factor recognized by any prior Commission decision and is unfair on its face. The Company should not be precluded from expanding in the Eastern Panhandle because of CTUB's managerial decision to impose a charge for CIFs.

G. Common Sense

WVAWC noted that, presumably, because CTUB's facilities are closer to and abut the Subject Parcel, the Recommended Decision states that "common sense would dictate that the Subject Parcel should be served by CTUB."[5] WVAWC argues the ALJ's decision was subjective and that the Commission appropriately applied the mechanism established for resolving disputes in Beckley Water.

CTUB Response to Exceptions

CTUB argued that WVAWC's bid to provide water service to the Subject Parcel is utility on utility competition and should be prohibited as contrary to the public interest. In support, CTUB argued that (1) water service south of Route 340 is and has been exclusively provided by CTUB; (2) CTUB would not have to construct any facilities to provide water service to the Subject Parcel, only a tap is needed; and (3) CTUB has several hundred customers south of Route 340 in the immediate vicinity of the Subject Parcel. CTUB asserted that it operates a combined municipal water and sewer utility and W. Va. Code § 8-20-1 allows Charles Town to operate water and sewer systems within its corporate limits and within twenty miles outside the corporate limits.

[5] WVAWC Exceptions at Bates 26, quoting September 11, 2025, Recommended Decision at p. 19.

CTUB argued that the key to resolving territorial disputes between utilities is examining the location of each utility's facilities as those facilities currently exist. The exhibits in this case show that CTUB's existing facilities completely surround the Subject Parcel. CTUB argued that the Recommended Decision is consistent with the holding in the 1997 HREA case[6] wherein the Commission agreed with the ALJ's conclusion that when a new customer is located in an area where all surrounding customers within the immediate vicinity are served by the same utility, that customer is not located in a gray-and-overlapping service territory and cannot choose to take service from a competing utility.

CTUB further argued that it is undisputed that WVAWC facilities would have to cross CTUB's facilities, which is another indication that the Subject Parcel is in CTUB's exclusive territory. CTUB cited to Case No. 04-1937-E-C, Harrison Rural Electrification Association, Inc. v. Monongahela Power Co.

CTUB asserted that the isolation test should not apply in this case because the isolation test was established in a case with entirely different facts. In support, CTUB argued that WVAWC's view of the isolation test is incomplete because it does not consider other factors recognized by the Commission and Supreme Court such as duplication of facilities, planned and orderly design of utility facilities, and the requirement for CTUB to meet obligations to customers and bondholders.

Finally, CTUB addressed the factors identified by WVAWC and argued that the Recommended Decision was well-reasoned and should be adopted by the Commission.

Staff Response to Exceptions

Staff argued that the September 11, 2025, Recommended Decision should be affirmed. According to Staff, reversal of the Recommended Decision would "undermine and completely plunge the standards use[d] to determine [gray] and overlapping and the orderly progression of utility services into a complete and utter state of disarray, that would allow utility upon utility competition regardless of location of utilities and their infrastructure."[7] Staff further asserted the following:

- WVAWC's position ignores the Commission's territorial dispute resolution framework.
- WVAWC's reliance on Beckley Water is misplaced and premature because the matter is on appeal with the Supreme Court of Appeals.

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[6] HREA v. Mon Power, Case No. 96-0747-E-C, Commission Order Sept. 18, 1997.

[7] Staff Response to Exceptions at Bates 5.

- There was no legal precedent established by Beckley Water regarding gray-and-overlapping service areas or a new version of an isolation test.
- It would be improper for any decision in the current proceeding to be based on any standard established by the Commission's February 20, 2025, Order or the April 16, 2025 Order denying Beckley Water's Petition for Reconsideration.

Staff addressed each of the factors WVAWC addressed from the Recommended Decision that it argued had no precedential basis or did not support the conclusion:

A. Utility Size

The Commission addressed utility size in Hubbard Heights Subdivision Homeowners Association, Case No. 23-0010-S-DU. According to Staff, because of CTUB's smaller size and its investment in the development of its system, the loss of the ability to serve the Subject Parcel after investments were made would make a much more defined financial impact on CTUB than it would on WVAWC. Staff argued that, in this case, size matters and it should be a factor in the ALJ's decision.

B. Line Crossing

Staff argued that if the Commission adopted WVAWC's proposition there is no legal basis to prevent utility crossing, it would "create utter chaos." Staff argued that allowing WVAWC to serve would create situations where utilities can encroach upon one another at any time, at any distance and granting WVAWC's exceptions would create nothing short of administrative regulatory chaos. According to Staff, the record shows that WVAWC would need 0.69 miles of water main to serve the Subject Parcel, may cross CTUB's existing water main adjacent to the Subject Parcel, would possibly need to obtain easements, and an extension from WVAWC would need to transverse the CTUB gravity and force mains that are on the Subject Parcel. Staff argued that WVAWC's interpretation of "facilities as they exist now" still favors CTUB serving the Subject Parcel.

C. Cost to Extend

Staff agrees with the ALJ's reasoning to rule in favor of CTUB serving the Subject Parcel because it would come at no cost to CTUB or its customers and would provide financial benefits to CTUB through the service to the Subject Parcel. WVAWC would need to expend money and recover it through some type of rate recovery mechanism that would negatively impact the customer base.

D. Location of Current Utility Facilities

Staff argued that WVAWC's Exceptions ignore the fact that, in Beckley Water, Mount Hope annexed the site, which is not the case here. In this case, CTUB's facilities are adjacent to the Subject Parcel and CTUB has easements running through the Subject Parcel.

E. Relative Impact on Utilities

According to Staff, the close proximity of CTUB's facilities is a determining factor in this case because of the investments CTUB has made in the area.

F and G. Utility Management and Common Sense

Staff argued that the Commission is not bound by the standards WVAWC relies on in its Exceptions. As a matter of common sense, Staff believes that CTUB should be allowed to serve the Subject Parcel because it has facilities adjacent to and easements through the Subject Parcel.

H. WVAWC Duty to Serve

Staff argued that the duplication of facilities would be inconsistent with the concept of orderly development. Staff also argued that if the Commission determines WVAWC could serve the Subject Parcel, the Commission should require it to serve all citizens across the state where it has the ability to provide service.

JCC Response to Exceptions

JCC argued that the testimony showed substantial evidence that CTUB has significant assets and facilities adjacent to the Subject Parcel, more so than WVAWC and that CTUB should be allowed to serve the Subject Parcel. JCC argued that the Commission should adopt Staff's position, rule in favor of CTUB, and affirm the September 11, 2025, Recommended Decision.

Commission Decision

The Commission has conducted an independent review of the evidentiary record, the Recommended Decision, the Exceptions, and the responses thereto. While the Commission gives due consideration to the findings and recommendations of the ALJ, the Commission is not bound by the Recommended Decision and must reach its own conclusions based upon the record as a whole.

While the Commission considers the potential crossing of facilities as a relevant factual circumstance, the existence of a crossing does not automatically establish exclusive service rights in favor of one utility. To hold otherwise would elevate a single factor above the Commission's broader service-territory analysis and would be inconsistent with prior gray-and-overlapping determinations.

The Commission acknowledges CTUB's investments in infrastructure serving the surrounding area, including facilities installed in anticipation of future growth. However, the existence of such investments does not, standing alone, convert a gray-and-overlapping area into an exclusive service territory where another utility is likewise capable of and obligated to provide service under the isolation test.

The "determination of service territory must be made on a case-by-case basis."[8] While the Commission appreciates the ALJ's analysis of the relevant factors in this case, we disagree with the Recommended Decision's reasoning and Conclusions of Law. When two utilities wish to serve an area, the Commission must determine whether the area is in a gray-and-overlapping service territory. First, the Commission considers the criteria described in Harrison:

> (1) Is the proposed customer a new user of the utility services in the area?
> (2) Is there evidence of prior service to the customer by either utility in the area?
> (3) Is the customer located in an overlapping service territory of the two utilities?[9]

In this case, the Developer will be a new user of the utility services on the Subject Parcel because the area is not yet developed. The Developer has not been served by WVAWC or CTUB on the Subject Parcel. Because the answer to the first criterion is yes, and the answer to the second criterion is no, the Commission will apply the isolation test to determine whether the Subject Parcel is in a gray-and-overlapping area. The isolation test provides:

> One simple way to look at disputes such as this one is to isolate each utility's (A's and B's) service territory as if the other utility did not exist. If we assume only utility A exists, and assume the service location in question requested service from utility A, would the Commission's Rules and Regulations for the Government of Electric Utilities,

[8] Harrison Commission Order, April 26, 1993, at 2.

[9] Lumberport Commission Order, September 29, 1987 at 4.

150 C.S.R. 3, (Electric Rules) and relevant case law, require utility A to provide service? In the alternative, if only utility B existed, would the Electric Rules and relevant case law require utility B to serve if requested? If the answer to both questions is yes, then the service location is in a gray-and-overlapping service territory.[10]

The Commission's application of the isolation test is based upon the rules governing a utility's obligation to serve new customers. The test is used solely to determine whether the Subject Parcel is located in a gray-and-overlapping service area. If, viewed in isolation, each utility would be required under applicable statutes, rules, and Commission precedent to extend service upon request, then the area is gray-and-overlapping.

The Commission must evaluate a utility's facilities as they currently exist and determine if a new customer must be served by the utility under the Commission rules, even if a line extension is required, which is almost always required. The existence of a necessary line extension does not preclude application of the isolation test. The relevant inquiry is not whether additional facilities must be constructed, but whether the utility would be obligated to extend service under its statutory and regulatory duties if the request were to be made. Additionally, crossing water lines is not a prohibitive factor in this case.

Under the isolation test, if we assume that only WVAWC existed, the Company would be required to provide service to the Subject Parcel. Likewise, if we assume that only CTUB existed, it too would be required to provide service to the Subject Parcel, if requested. Therefore, under the isolation test, the Subject Parcel is in a gray-and-overlapping service area. When the Commission determines that a customer is in a gray-and-overlapping area, the choice of utility provider should be left to the customer. In the instant case, the Developer should be able to choose its water service provider. The conclusion is based on the Commission's rules regarding the obligation to serve new customers and does not determine the appropriate treatment of extension costs, CIAC requirements, or rate-base recovery associated with any future facilities.

The Commission also has a statutory duty under W. Va. Code § 24-1-1(b) to balance the interests of current and future customers, utilities, and the State's economy. WVAWC and CTUB both argued that they would experience benefits by acquiring customers on the Subject Parcel and would be harmed if the Developer chose the other utility as its water service provider.[11] The relative economic

[10] 2005 HREA Order, at 6 and Conclusion of Law No. 6.

[11] In its February 13, 2025, Complaint, CTUB alleged that, if WVAWC is permitted to provide water to the Subject Parcel, it would experience stranded investment associated with the excess capacity related to the

benefits that may arise from future development are not determinative of the territorial analysis. The Commission's decision is based on the rules governing service obligation and the application of the isolation test to the existing facts and facilities. The Commission does not believe that existing CTUB or WVAWC customers will be adversely affected by the Commission's determination that the Subject Parcel is located within a gray-and-overlapping service area. The Commission finds that either utility is capable of providing safe, adequate, and reliable water service to future customers on the Subject Parcel. Finally, the Commission believes that the development of the Subject Parcel will have a positive economic impact in Charles Town and Jefferson County. The determination that the Subject Parcel is in a gray-and-overlapping service area and that the Developer may choose its water service provider is consistent with the Commission's legislative mandates under W. Va. Code § 24-1-1(b).

The Supreme Court's Opinion in Beckley Water confirms the Commission's authority to apply the isolation test and resolve territorial disputes on a case-by-case basis.[12] The Court recognized the statutory authority of municipalities to "'erect, establish, construct, acquire, improve, maintain and operate . . . a waterworks system, . . . within or without the corporate limits of the municipality[.]' W. Va. Code § 8-12-5(31),'"[13] but the Court did not hold that municipalities have a superior or exclusive right to serve in a territory dispute. The Commission has jurisdiction to resolve territory disputes between utilities.[14] The Court affirmed the Commission's reasoning and decision that the site in Beckley Water is located in a gray-and-overlapping area.[15]

The Commission finds that both CTUB and WVAWC possess existing facilities of sufficient proximity and capability such that either utility would be obligated to provide service to the Subject Parcel if requested. Although WVAWC would require a line extension, the necessity of a line extension does not preclude a finding that an area is gray-and-overlapping. The relevant inquiry is whether the

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loss of sales to the customers in the development. Complaint at Bates 7. In response to this argument, WVAWC argued that it could also experience stranded investment because of the Company's investments in the Eastern Panhandle and the acquisition of Jefferson Utilities, Inc. Exceptions at Bates 22-23.

[12] Beckley Water Company v. Public Service Commission and City of Mt. Hope Water Department, Case No. 25-315 (June 1, 2026) at p. 19-20.

[13] Id. at 18.

[14] W. Va. Code § 24-1-1; State ex. rel. Wheeling v. Renick, 145 W. Va. 640, 651, 116 S.E.2d 763, (1960) (internal citations omitted) ("all public utilities, whether publicly or privately owned, shall be subject to the supervision of the public service commission.").

[15] Beckley Water Company v. Public Service Commission and City of Mt. Hope Water Department, Case No. 25-315 (June 1, 2026) at p. 20.

utility's existing system, viewed in isolation, would require service to be extended to the requesting customer pursuant to applicable law and Commission precedent.

Because the Subject Parcel is in a gray-and-overlapping area, the Commission will grant WVAWC's Exceptions, and will not adopt the September 11, 2025, Recommended Decision.

FINDINGS OF FACT

1. The Subject Parcel is located south of Route 340 in Jefferson County, immediately south of CTUB's municipal boundary.[16]

2. CTUB and WVAWC seek to provide water service to the Subject Parcel.[17]

3. CTUB has facilities near the Subject Parcel and would only need a tap to provide service.[18]

4. WVAWC would need to construct extension of its lines approximately 0.7 miles of water main to serve the Subject Parcel.[19]

5. WVAWC filed Exceptions to both Conclusions of Law in the Recommended Decision. WVAWC argued the Recommended Decision ignored the Commission's territorial dispute resolution framework and that the factors the Recommended Decision relied upon lack a precedential basis and/or do not support a finding of exclusive service territory.[20]

CONCLUSIONS OF LAW

1. The Commission has jurisdiction to resolve territory disputes between utilities.[21]

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[16] CTUB Initial Brief, August 20, 2025, at Bates 5.

[17] See case file, generally.

[18] Recommended Decision, September 11, 2025, at p. 7.

[19] Id. at p.23.

[20] WVAWC Exceptions.

[21] W. Va. Code § 24-1-1; State ex. rel. Wheeling v. Renick, 145 W. Va. 640, 651, 116 S.E.2d 763, (1960) (internal citations omitted) ("all public utilities, whether publicly or privately owned, shall be subject to the supervision of the public service commission.")

2. Application of the isolation test demonstrates that both WVAWC and CTUB would be obligated to provide service to the Subject Parcel if requested; therefore, the Subject Parcel is located in a gray-and-overlapping service territory.

3. The Developer's may choose its water service provider because of the Commission's determination that the Subject Parcel is located in a gray-and-overlapping service area.

4. The Commission's determination that the Subject Parcel is a gray-and-overlapping service area is consistent with the Commission's Legislative mandates under W. Va. Code § 24-1-1(b).

5. The Commission should accept WVAWC's Exceptions.

6. The Commission should not adopt the Recommended Decision.

ORDER

IT IS THEREFORE ORDERED that Exceptions to the Recommended Decision filed by West Virginia-American Water Company are granted and the Recommended Decision will not be adopted as the Final Order of the Commission.

IT IS FURTHER ORDERED that the Subject Parcel is determined to be located within a gray-and-overlapping water service area. Either Charles Town Utility Board or West Virginia-American Water Company are capable of and obligated to provide water service under the Commission's territorial-dispute framework, if requested. Therefore, the Developer may select either Charles Town Utility Board or West Virginia-American Water Company as its water service provider.

IT IS FURTHER ORDERED that, upon entry of this Order, this case shall be removed from the Commission docket of open cases.

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 and by the United States First Class Mail on all parties of record who have not filed an e-service agreement, and on Commission Staff by hand delivery.

A True Copy, Teste,

Karen Buckley

Karen Buckley, Executive Secretary

JMB/bj
250263c

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

August 31, 2026

Nathan P. Cochran, Esq.
Assistant Prosecuting Attorney of Jefferson County
Jefferson County Commission
PO Box 729
Charles Town, WV 25414

RE: Case No: 25-0263-W-C
City of Charles Town
v.
West Virginia-American Water Company

Dear Mr. Cochran:

Enclosed is a copy of a Commission order issued today in the above-styled proceeding. **Please note all other parties have agreed to receive this order via electronic notification.**

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/jt
Enc.

CHARLES TOWN UTILITY BOARD

Wednesday, September 9, 2026

Regular Meeting

661 South George Street
Charles Town, WV 25414

Discuss Ongoing Official Investigation - Possible Executive Session under the provision of W. Va. Code §6-9A-4(b)(7) - To plan or consider an official investigation relating to crime prevention or law enforcement.

CHARLES TOWN UTILITY BOARD

Wednesday, September 9, 2026

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

Update on Summit Point Regional Corridor Initiative

Attachments:

Summit Point Regional Utility Corridor Initiative - Request for Scope, Schedule, & Fee Proposal.pdf

Letter to Senator Capito - SPRUCI.pdf

Charles Town
Utility Board

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

UTILITY BOARD

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UTILITY MANAGER
Paul
Mantello

August 31, 2026

Dana L. Burns, President
Potesta & Associates, Inc.
7012 MacCorkle Avenue, SE
Charleston, WV 25304

Re: Summit Point Regional Utility Corridor Initiative - Request for Scope of Services, Schedule, and Fee Proposal

Dear Mr. Burns:
On behalf of the Charles Town Utility Board (CTUB), thank you again for Potesta & Associates, Inc.'s participation in our qualifications-based selection process for the Summit Point Regional Utility Corridor Initiative. Following the recommendation of the interview panel, the CTUB Board approved entering into negotiations with Potesta, regarding the project's scope of services, schedule, and fee proposal.

Attached is CTUB's Request for Proposed Scope of Services, Project Schedule, and Fee Proposal. The document is intended to translate the objectives, alternatives, evaluation criteria, and anticipated deliverables discussed during the interview process into a framework for our negotiations. We have also included grant research, funding strategy, and grant acquisition assistance among the anticipated services. We welcome Potesta's professional recommendations regarding the most effective task structure, sequencing, assumptions, and any services that should be separately authorized or deferred until a future project milestone.

We look forward to reviewing Potesta's next submittal and anticipate presenting the proposed scope, schedule, and fee for discussion at an upcoming regular meeting of the CTUB Board. Following our review, we will coordinate with your team regarding any questions or refinements necessary to advance the engagement.

We appreciate Potesta's interest in partnering with CTUB on this important regional infrastructure initiative and look forward to working with you and your team. In the meantime, please feel free to reach out with any questions or comments. My cell is 301-473-3123.

Sincerely,

Paul Mantello, General Manager
Charles Town Utility Board

Enclosure: Request for Proposed Scope of Services, Project Schedule, and Fee Proposal

SUMMIT POINT REGIONAL UTILITY CORRIDOR INITIATIVE

Request for Proposed Scope of Services, Schedule, and Fee Proposal

Potesta & Associates, Inc.

Date:	August 31, 2026
To:	Dana L. Burns, PE, President Potesta & Associates, Inc. 15 South Braddock Street Winchester, Virginia 22601
From:	Charles Town Utility Board (CTUB)
Re:	Summit Point Regional Utility Corridor Initiative
Subject:	Request for Proposed Scope of Services, Project Schedule, and Fee Proposal

Potesta & Associates, Inc.:

Following CTUB's qualifications-based selection process and the Board's authorization to enter into scope-of-services and fee negotiations with Potesta & Associates, Inc., CTUB requests that Potesta prepares a proposed scope of services, project schedule, staffing plan, and fee proposal for the Summit Point Regional Utility Corridor Initiative (SPRUCI).

This request is intended to convert the objectives, alternatives, and evaluation criteria discussed during the §5G interview process into a negotiated professional-services scope. Potesta is encouraged to recommend modifications where its professional judgment indicates that a different task structure, analytical method, or sequencing would better accomplish CTUB's objectives.

1. Project Purpose & Desired Outcomes

The assignment should provide CTUB with more than a conventional Preliminary Engineering Report (PER). The work should produce a technically defensible decision-making, funding, and implementation roadmap for extending reliable public utility service to the Summit Point area under multiple potential development outcomes.

The study should not assume that the proposed data center will ultimately be constructed. The PER should identify a preferred alternative, or phased combination of alternatives, that provides the greatest long-term public value while remaining affordable, financially sustainable, environmentally responsible, constructible, and adaptable to uncertain future development.

2. Phase I - Early School Extension Mini-PER, Project Initiation, Data Collection, & Planning Assumptions

Early priority deliverable - South Jefferson Elementary Mini-PER. CTUB intends to pursue emerging-contaminant grant assistance through the West Virginia Department of Environmental Protection for the extension of regional public water and wastewater service to South Jefferson Elementary. Because the grant application may need to advance before completion of the full regional PER, Potesta should prepare an abbreviated, grant-supporting preliminary engineering document for the school extension as an early project deliverable.

This Mini-PER is not intended to duplicate the full alternatives analysis or become a fully developed stand-alone regional PER. It should contain the minimum engineering, planning, cost, environmental, and implementation information reasonably necessary to establish the school-extension project, support grant eligibility, and accompany the applicable DEP funding application. Potesta should confirm the specific content and format required by the funding program and prepare the Mini-PER accordingly.

At a minimum, the Mini-PER should address:

- Project need and purpose, including the proposed extension of CTUB regional water and wastewater service to South Jefferson Elementary.
- Existing service conditions and the basis for the proposed public utility extension.
- A preliminary service route/alignment and connection concept using available mapping and information.
- Preliminary water and wastewater demand, capacity, and service considerations sufficient to demonstrate feasibility.
- Major infrastructure components required to reach and serve the school.
- A preliminary opinion of probable construction cost, including reasonable contingencies and other costs needed for grant budgeting.
- Identification of major permitting, easement/right-of-way, environmental, and constructability considerations apparent at the preliminary level.
- A concise implementation schedule and identification of grant-funded versus other anticipated project costs, as appropriate.
- Supporting maps, exhibits, engineering narrative, and other technical information required for the DEP emerging-contaminant grant application.

Schedule objective: Potesta should treat the Mini-PER as an expedited early deliverable and develop it in parallel with data collection and initiation of the full Summit Point Regional Utility Corridor PER so that CTUB can pursue grant assistance without waiting for completion of the broader study.

- Conduct a project kickoff meeting with CTUB and confirm project objectives, schedule, decision points, and communication protocols.
- Review available CTUB water, wastewater, reclaimed-water, GIS, hydraulic, financial, planning, and capital-improvement information.
- Review available information from the proposed data-center developer, Summit Point Motorsports Park (SPMP), Jefferson County Schools, Jefferson County, the Jefferson County Development Authority, the West Virginia Department of Commerce, and other relevant stakeholders.
- Identify information gaps and additional data, field work, studies, or stakeholder input needed to complete the PER.
- Establish planning assumptions for current and future potable-water, wastewater, fire-flow, reclaimed-water, and data-center cooling demands.
- Establish reasonable development and demand scenarios so uncertainty surrounding the data center does not delay the overall study.

Expected deliverable: Project Initiation / Basis-of-Study Memorandum identifying baseline conditions, assumptions, information gaps, stakeholder/data needs, and proposed study methodology.

3. Phase II - Existing System & Corridor Evaluation

Evaluate CTUB's existing systems and the feasibility of extending regional utility service toward South Jefferson Elementary, SPMP, the proposed data-center site, and potential intermediate customers. At a minimum, the evaluation should address:

- Existing water supply, treatment, storage, transmission, distribution, pressure, and available capacity.
- Hydraulic constraints, fire-flow requirements, redundancy needs, and improvements required to extend reliable service.
- Existing wastewater collection, pumping, treatment capacity, and downstream system constraints.
- Potential regional connection points and utility corridors.
- Potential reclaimed-water production, treatment, water-quality requirements, storage, pumping, transmission, redundancy, and phasing.
- Existing and projected customers and demands along the corridor.
- Preliminary environmental, property, easement, roadway, railroad, stream/wetland, utility-conflict, topographic, and geotechnical constraints.

- GIS mapping and conceptual alignments sufficient to compare alternatives and support preliminary cost estimates.

Expected deliverables: Existing Conditions and System Capacity Technical Memorandum; preliminary hydraulic/capacity analysis; GIS/corridor exhibits; and constraints/opportunities mapping.

4. Phase III - Alternatives Analysis

At a minimum, Potesta should evaluate the following alternatives. Potesta may recommend additional alternatives or combinations where warranted by its engineering analysis.

Alternative 1 - Full Regional Corridor / Data Center Scenario

- Extend regional water, wastewater, and reclaimed-water mains from the existing CTUB system to the Summit Point area.
- Serve the proposed data center, SPMP, South Jefferson Elementary, and other potential customers along the corridor.
- Assume infrastructure attributable to the data center is funded by the data-center developer, as appropriate.
- Evaluate grant or other public funding for the public-benefit portion of extending regional water and wastewater service to South Jefferson Elementary.
- Evaluate reclaimed-water production, storage, pumping, transmission, water quality, redundancy, and phasing necessary to serve anticipated data-center cooling demand.

Alternative 2 - SPMP Package Plant / Closed-Loop or Hybrid Data Center

- Evaluate decentralized/package water and wastewater facilities at or near SPMP, to serve SPMP.
- Evaluate a closed-loop data-center cooling scenario and hybrid closed-loop/evaporative scenarios with varying reclaimed-water demands.
- Evaluate whether decentralized facilities represent a technically and financially preferable solution to extending CTUB's regional systems to SPMP.
- Evaluate whether an SPMP facility could provide reclaimed and/or potable water for data-center needs.
- Evaluate ownership, operation, permitting, lifecycle cost, redundancy, future expandability, and potential future abandonment or conversion if regional service reaches SPMP.

Alternative 3 - No Data Center / SPMP Package Plant / School Regional Extension

- Assume the proposed data center does not proceed.
- Serve SPMP through decentralized/package water and wastewater facilities.
- Extend CTUB regional water and wastewater service to South Jefferson Elementary using grant or other public funding.
- Determine whether the two independent projects represent the most cost-effective and sustainable long-term solution.

Alternative 4 - No Data Center / Regional Extension to School and SPMP

- Assume the proposed data center does not proceed.
- Extend CTUB regional water and wastewater infrastructure to South Jefferson Elementary and ultimately SPMP.
- Evaluate phasing so the school can be served first while infrastructure continues toward SPMP as funding and demand justify.
- Evaluate intermediate connections and long-term development opportunities along the corridor.

5. Phase IV - Evaluation Criteria and Recommended Plan

The objective is to identify a preferred alternative and practical implementation path, rather than simply documenting concepts or selecting the lowest initial capital-cost option. Potesta should use its professional engineering judgment to recommend appropriate quantitative measures, weighting, and evaluation methodology.

Affordability & Financial Sustainability - Top Priority: Evaluate initial capital cost, CTUB contribution, ratepayer impact, debt service, O&M, lifecycle/replacement cost, energy, staffing, grant/outside funding, developer contributions, expenditure timing, and potential future revenues.

"Growth Pays for Growth" - Top Priority: Identify infrastructure and capacity attributable to the data center, SPMP, South Jefferson Elementary, base regional service, anticipated future growth, and broader system benefits. Where practical, allocate costs according to beneficiary and capacity driver.

Maximizing Public Value - Top Priority: Consider school service, regional reliability, redundancy, resiliency, environmental protection, economic-development readiness, customer/revenue-base expansion, reduced reliance on private wells/decentralized wastewater, intermediate service opportunities, and useful infrastructure value if individual developments do not proceed.

Opportunity Readiness & Flexibility - High Priority: Evaluate incremental expandability, avoidance of stranded investment, preservation of future corridors/capacity, and decision triggers such as executed service agreements, committed demand, developer funding, grant awards, or customer thresholds.

Projected Growth & Demand - High Priority: Develop reasonable demand projections and sizing/phasing recommendations that account for known demand and foreseeable residential, commercial, institutional, and industrial growth.

Environmental Responsibility - High Priority: Compare potable-water, reclaimed-water, wastewater, decentralized treatment, energy, discharge, resource-conservation, and other material environmental implications.

Implementation Risk & Constructability - High Priority: Evaluate easements/property acquisition, environmental constraints, crossings, permitting, utility conflicts, geotechnical conditions, construction complexity, material/equipment lead times, funding/development dependencies, and interagency coordination.

Regional & Intergenerational Value - High Priority: Consider useful life, economical incorporation of future capacity, preservation of future regional solutions, compatibility of decentralized infrastructure with later regional systems, and avoidance of both speculative overbuilding and foreseeable underbuilding.

For viable alternatives, Potesta should provide opinions of probable construction cost, anticipated annual O&M, major lifecycle/replacement costs, energy/staffing implications, useful-life considerations, funding assumptions, developer/public contributions, CTUB contribution, and timing of expenditures. Potesta should recommend an appropriate lifecycle analysis period and methodology.

Expected deliverable: Alternatives Evaluation Matrix and recommended alternative / phased implementation strategy.

6. Phase V - Preliminary Engineering Report

Prepare a funding-agency-ready PER that, as applicable, documents:

- Project need and purpose; existing conditions; and planning assumptions.
- Demand projections and system-capacity analysis.
- Alternatives considered and evaluation methodology.
- Technical analyses and preliminary design criteria.
- Conceptual alignments and major infrastructure components.
- Environmental, property, permitting, and constructability considerations.
- Opinions of probable construction cost and O&M/lifecycle considerations.
- Recommended alternative and project phasing.
- Implementation schedule and key decision triggers.
- Funding strategy and potential sources.

The PER should be structured so that, with reasonable program-specific updates, it can support applications to state and federal funding agencies and also function as a clear decision document for CTUB's Board and project stakeholders.

7. Phase VI - Grant Research, Funding Strategy, and Acquisition Assistance

Potesta should assist CTUB in identifying, pursuing, and securing outside funding for eligible components of the project. CTUB requests that funding research and strategy be included in the base scope, with grant/application preparation priced separately or through defined allowances/task authorizations where the number and complexity of applications are not yet known.

- Identify potentially applicable federal, state, regional, and other grant, loan, forgivable-loan, earmark, and infrastructure-financing programs.
- Evaluate CTUB/project eligibility, eligible project components, matching requirements, timing, prerequisites, and likely competitiveness.
- Prepare a Funding Opportunity Matrix identifying program, administering agency, eligible costs, likely funding range where reasonably ascertainable, match requirements, application cycle/deadline, prerequisites, and recommended project phase.
- Recommend project segmentation and phasing that may improve funding eligibility or permit stacking of multiple funding sources.
- Identify opportunities to combine public funding, CTUB funds, developer contributions, and other sources while supporting CTUB's Growth Pays for Growth objective.
- Coordinate, as authorized, with Region 9, the West Virginia Infrastructure and Jobs Development Council, West Virginia Water Development Authority, WVDEP, West Virginia Department of Commerce, U.S. Economic Development Administration, USDA Rural Development, Congressional offices, and other potential funding partners.
- Prepare or assist CTUB with grant and funding applications, including engineering narratives, project descriptions, maps, cost estimates, benefit analyses, and technical supporting materials.
- Assist in responding to technical questions and requests for additional information from funding agencies through award, when authorized.

Expected deliverables: Funding & Grant Strategy Memorandum; Funding Opportunity Matrix; recommended funding/stacking strategy by project phase; and separately authorized grant/funding application assistance.

Per the “Mini-PER” referenced in Section 2, CTUB would like to target Drinking Water State Revolving Fund (DWSRF) Emerging Contaminants (EC) for identified per- and polyfluoroalkyl substances (PFAS) groundwater contamination at South Jefferson Elementary. PFAS contamination in the South Jefferson Elementary aquifer has been submitted to the Environmental Protection Agency (EPA).

Mini-PER and DWSRF-EC Application should be completed and submitted to DEP, before the February 2027 deadline, for inclusion in the State’s FY2027 Project Priority List (PPL) and FY2028 Intended Use Plan (IUP), with concurrent or subsequent Funding Recommendation Request to the State’s Infrastructure & Jobs Development Council (IJDC).

8. Phase VII - Implementation and Phasing Plan

Potesta should develop a practical implementation roadmap. The following conceptual phases are provided for planning purposes only; the PER should determine the recommended sequencing:

- Phase 1: Initial feasibility / data validation / Mini-PER.
- Phase 2: Regional infrastructure to South Jefferson Elementary.
- Phase 3: Extension toward SPMP.
- Phase 4: SPMP connection and/or decentralized facilities.
- Phase 5: Data-center-specific infrastructure.

- Phase 6: Reclaimed-water infrastructure.

Each recommended phase should, where practical, provide useful independent value even if subsequent phases are delayed or never constructed. For each phase, identify estimated cost, potential funding sources, beneficiary/responsible party, major permits, property/easement needs, prerequisites, approximate schedule, and decision triggers necessary to proceed.

Expected deliverable: Recommended Implementation and Phasing Plan.

9. Phase VIII - Stakeholder, Agency, and Funding Coordination

The proposed scope should include a defined allowance for project meetings and coordination with CTUB and key stakeholders. Potesta should recommend an appropriate number of meetings and identify assumptions used in its fee.

- CTUB staff and Board.
- City of Charles Town.
- Jefferson County Schools / South Jefferson Elementary.
- SPMP.
- Proposed data-center developer and engineering team.
- West Virginia Department of Commerce.
- Jefferson County and/or JCDA.
- IJDC and prospective state/federal funding agencies.
- Regulatory agencies and other stakeholders identified during the study.

10. Required Work Products

1. Project Initiation / Basis-of-Study Memorandum.
2. Existing Conditions & System Capacity Technical Memorandum.
3. GIS mapping and preliminary utility-corridor/alignment exhibits.
4. Expedited South Jefferson Elementary Mini-PER suitable to support the applicable WVDEP Emerging-Contaminants Grant Application.
5. Water, wastewater, fire-flow, and reclaimed-water demand projections.
6. Preliminary hydraulic and system-capacity analysis.
7. Alternatives Evaluation Matrix.
8. Conceptual engineering layouts for viable alternatives.
9. Opinions of probable construction cost by alternative and recommended phase.
10. O&M and lifecycle cost comparison.
11. Beneficiary/cost-allocation analysis supporting “Growth Pays for Growth.”
12. Environmental, permitting, property, geotechnical, and constructability constraints analysis.
13. Funding & Grant Strategy Memorandum and Funding Opportunity Matrix.
14. Grant/funding application assistance, as separately authorized.
15. Draft Preliminary Engineering Report.
16. Final Preliminary Engineering Report.
17. Recommended Alternative & Implementation/Phasing Plan.
18. Concise Executive Summary / Project Brief suitable for legislators, funding agencies, and project partners.
19. Electronic GIS/CAD data, maps, models, calculations, and other project work products developed under the assignment, in mutually agreed formats.
20. Presentation of findings to the CTUB Board.

11. Requested Fee Proposal Format

To facilitate scope and fee negotiations, please provide the following:

Please separately identify the scope, fee, and expedited delivery schedule for the South Jefferson Elementary Mini-PER. CTUB expects this task to proceed immediately and in parallel with the broader PER. The proposal should also identify any DEP/funding-agency coordination assumed for confirming the minimum grant-supporting content and assisting with the associated application.

- A task-by-task scope of services corresponding generally to the phases above, including any recommended modifications.
- A project schedule identifying major milestones, draft/final deliverables, critical dependencies, and anticipated CTUB/stakeholder review periods.
- Project team and responsible personnel by task.
- Estimated labor hours and labor classifications by task, together with applicable billing rates or other proposed fee basis.
- Subconsultant costs and reimbursable expenses, separately identified.
- A fee or not-to-exceed amount for each task/phase and a total proposed base-scope fee.
- Clear identification of assumptions, exclusions, owner-furnished information, and services that would require additional authorization.
- Separate pricing or defined allowances for grant/application preparation, extensive survey, subsurface/geotechnical investigation, environmental field delineations, easement plats/property acquisition support, detailed/final design, final permitting, bidding, construction administration, resident project representation/inspection, and other services not appropriate for inclusion in the present PER base scope.
- Identification of any work Potesta believes should be deferred until a particular development, funding, or technical decision trigger occurs.

12. Scope Development and Negotiation

CTUB recognizes that the above represents its desired outcomes and anticipated work products rather than a final negotiated engineering scope. Potesta is requested to use its professional judgment to identify duplicative tasks, missing tasks, more efficient analytical approaches, or services that should be optional or deferred. CTUB's objective is to establish a clear, appropriately bounded scope that provides sufficient technical and financial information to select and advance a preferred regional utility strategy while maintaining cost control.

Please submit Potesta's proposed scope of services, schedule, and fee proposal for CTUB's review and negotiation. Following review, CTUB anticipates meeting with Potesta to resolve scope assumptions, deliverables, schedule, and compensation and to develop a final professional-services agreement for Board consideration, as applicable.

Prepared By:

Paul Mantello, General Manager
Charles Town Utility Board
301-473-3123 (Cell)
pmantello@ctubwv.com

Charles Town
Utility Board

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

August 31st, 2026

The Honorable Shelley Moore Capito
United States Senate
Washington, D.C.

Re: Jefferson County Development Authority – FY2027 Congressionally Directed Spending Requests for Summit Point Utility Infrastructure

Dear Senator Capito:

I am writing on behalf of the Charles Town Utility Board (CTUB) regarding the Jefferson County Development Authority's two Fiscal Year 2027 Congressionally Directed Spending requests totaling $6 million for construction of water and wastewater package plants in Jefferson County.

First, I want to express our appreciation for your continued support of water and wastewater infrastructure throughout West Virginia and, particularly, your commitment to economic development in Jefferson County. CTUB strongly supports the objective behind this federal investment: providing reliable utility infrastructure to the Summit Point area and creating the infrastructure necessary to support existing employers and future economic development.

Our concern is not with the investment itself, but with the fact that **two publicly funded efforts are now proceeding independently to address substantially the same infrastructure needs.**

The Jefferson County Development Authority (JCDA) and Summit Point Motorsports Park (SPMP) are moving forward with development of a water and wastewater package-plant alternative and are preparing to procure a Preliminary Engineering Report (PER). At essentially the same time, CTUB has completed an initial interview with an engineering firm and is preparing to commence its own PER, evaluating multiple alternatives and opportunities to provide utility services to Summit Point, including:

1) Regional Expansion of Existing Systems: Extend regional public water and wastewater infrastructure to the Summit Point area, to serve South Jefferson Elementary, SPMP, and a proposed data center development immediately adjacent to the raceway. South Jefferson Elementary is currently on well and septic, and was recently identified to have PFAS contamination in the groundwater supply. The proposed data center developer is working with CTUB to use "reclaimed water" effluent from our wastewater plants for cooling and a third "purple line" is also being evaluated in the PER.
2) Package Plants and Regional Expansion to South Jefferson Elementary: Construct decentralized/package water and wastewater facilities at or near SPMP, to serve SPMP and the proposed data center. The PER will evaluate both evaporative and closed loop cooling alternatives.
3) Service With & Without Data Center Development: The Data Center Developer is working with the WV Department of Commerce's Data Economy Office to obtain State Certification as a High Impact Data Center (HIDC), and the PER is evaluating alternatives for service to Summit Point, with and without a data center development.

Consequently, two public entities may soon expend public funds on separate engineering efforts to develop competing solutions for serving the same area. We believe there is an opportunity to avoid that duplication and potentially achieve significantly greater public benefit from the federal investment you have proposed.

UTILITY BOARD

CHAIRMAN
City of Charles Town
Mayor
Michael
George

VICE CHAIRMAN
John
Maxey

TREASURER
Duke
Pierson

SECRETARY
Ashley
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Board Member
Heidi
Parker

Board Member
Patrick
Kratovil

UTILITY MANAGER
Paul
Mantello

We recognize that the JCDA and SPMP have invested considerable time and effort in developing their proposed solution, and CTUB is not asking that their work simply be abandoned. We have attempted to establish a collaborative dialogue with the JCDA, because we believe the best outcome would be for all of the parties to evaluate these alternatives together. Unfortunately, those discussions have not yet occurred, while both projects continue moving forward independently.

Given the magnitude of the proposed federal investment, we respectfully ask your office to consider encouraging—or, if appropriate within the Congressionally Directed Spending process, requiring—**coordination among the JCDA, Summit Point Motorsports Park, CTUB, and other appropriate stakeholders before federal funds are committed to construction of stand-alone water and wastewater facilities, and further duplication of efforts and public resources.**

A relatively modest amount of coordination at the planning and preliminary engineering stage could prevent millions of dollars in duplicative infrastructure and allow the parties to objectively compare the alternatives based upon capital cost, lifecycle cost, affordability, environmental impact, reliability, economic-development potential, service area, future growth, and overall public benefit. CTUB would welcome the opportunity to participate in such a process.

Our goal is not to compete for federal funding or prevent an important project from moving forward. Rather, our concern is that **$6 million in federal investment should be used in a manner that produces the greatest possible long-term benefit for Jefferson County and the State of West Virginia.**

If the engineering ultimately demonstrates that stand-alone package plants are the most economical and responsible solution, that conclusion should be supported by the analysis. Conversely, if regional infrastructure can serve SPMP while also addressing the needs of South Jefferson Elementary School, supporting a major prospective economic-development project, facilitating future growth, protecting groundwater resources, and providing permanent public utility infrastructure along the Summit Point corridor, we believe that alternative deserves equal consideration before an irreversible investment is made.

We would greatly appreciate an opportunity to brief you and your staff on CTUB's proposed regional utility corridor, the engineering work we are preparing to undertake, and the opportunities we see for collaboration.

Thank you again for your continued investment in Jefferson County and in West Virginia's water and wastewater infrastructure. We share the same objective: ensuring that limited public resources are invested strategically and produce lasting benefits for the communities they serve.

Respectfully,



Mayor Michael George, Interim Chair
Charles Town Utility Board

CC (via email)
Wayne Clark, Delegate, West Virginia House of Delegates
Joe Funkhouser, Delegate, West Virginia House of Delegates
Pasha Majdi, President, Jefferson County Commission
Todd Wilt, President, Jefferson County Development Authority
Eddie Benitez, County Administrator, Jefferson County
Daryl Cowles, Director of Economic Development, Jefferson County Development Authority
Jeff Johnson, President, Summit Point Motorsports Park & Training Facility
Scott Wyman, President, West Virginia American Water

CHARLES TOWN UTILITY BOARD

Wednesday, September 9, 2026

Regular Meeting

661 South George Street
Charles Town, WV 25414

Consideration of Policy Protecting Homeowners from Mandatory Connection to Newly Extended Water and Wastewater Infrastructure

CHARLES TOWN UTILITY BOARD

Wednesday, September 9, 2026

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

Water and Sewer Alternate Mainline Extension Agreement for Augustine Manor - Draft

Attachments:

Draft - Augustine Manor AMEA Sewer.pdf
Draft - Augustine Manor AMEA Water.pdf

ALTERNATE MAINLINE SEWAGE COLLECTION SYSTEM AGREEMENT FOR AUGUSTINE MANOR PHASE 1

THIS AGREEMENT (the "Agreement") is made and effective this _____day of _____, 2026, by and between the **CITY OF CHARLES TOWN, by and through the CHARLES TOWN UTILITY BOARD**, (hereafter, "CTUB") and **ELM STREET COMMUNITIES** (hereafter " the DEVELOPER").

WHEREAS, CTUB has been authorized by the Public Service Commission of West Virginia ("Commission") to develop sewage collection and treatment facilities throughout its service area, together with vicinity residents and businesses, with public sewer service; and

WHEREAS, CTUB wishes to make public sewage collection and treatment facilities available to the greatest number of residential, commercial and industrial customers located within the service area as expeditiously as possible; and

WHEREAS, the DEVELOPER is planning to develop certain lands known as Augustine Manor Subdivision (the "Development") situated within CTUB's service territory; and

WHEREAS, the Development will be located along Augustine Avenue, approximately 0.28 miles North of the intersection with Old Cave Road; and

WHEREAS, the DEVELOPER intends to construct 88 Single Family and 60 Town Homes; and

WHEREAS, the DEVELOPER intends to construct On-site sewage collection systems on, in the area near to, or adjacent to the Development as approved by CTUB on the Development's Preliminary Plat. The On-site sewage collection system includes approximately 6,434 LF of 8" sewer line and one (1) pump station with backup pumping system, and 2,462 LF of 4" force main to the point of connection to the existing CTUB sewer system, along with the associated service laterals and manholes (the "Sewage Collection Systems") to service the Residential Lots, which will connect to the sewage collection and pumping system of CTUB; and

WHEREAS, it is in the best interest of the future users of the Development to have public sewer collection facilities available; and

WHEREAS, The Developer has read Rule 7.4 of the Commission's Rules for the Government of Sewer Utilities ("Sewer Rules") that became effective on March 25, 2023, in its entirety, understands the Rule and chooses to enter into this alternate main line extension agreement and to waive its right to refunds thereunder.

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

ARTICLE I

DESIGN AND REGULATORY APPROVAL

Section 1.01. The DEVELOPER hereby agrees to employ qualified professional engineers to design the On-site and Off-site sewage collection system (collectively referred to herein as "Sewage Collection System") for the DEVELOPER'S project, as described in general herein. All designs will be developed at the DEVELOPER'S expense and comply with CTUB'S Sewer System Specifications. All designs shall be reviewed and approved by CTUB's engineer prior to submission to the West Virginia Bureau for Public Health and the West Virginia Division of Environmental Protection for permits to construct and prior to the commencement of construction. Neither CTUB nor its engineers or agents shall bear any financial or any other responsibility for the design and construction of the Sewage Collection System (the design and construction of the Sewer Collection System shall be collectively referred to as the "Project").

Section 1.02. The DEVELOPER shall, at its own expense, submit the plans and specifications to the appropriate State, Federal, and local agencies for their approval. Any changes in the plans and specifications required by the governmental agencies shall be subject to the approval of CTUB. If requested, plans and specifications shall be submitted to the Commission for review.

ARTICLE II

CONSTRUCTION AND INSPECTION

Section 2.01. The DEVELOPER will construct the entire Sewer Collection System under this Agreement, including but not limited to, all main lines, service lines, pumping facilities, or other necessary appurtenances, for all residential, commercial, or other customers, either proposed or existing, On-site and Off-site as approved by CTUB on the Development's Preliminary Plat at the DEVELOPER'S expense. All construction shall be done in accordance with the approved plans and specifications for the Development and CTUB' s specifications. The DEVELOPER shall obtain, at its own expense, with the cooperation and support of CTUB, all necessary permits, authorizations and approvals of State, Federal, and local agencies during the construction phase and shall make such changes as are required by said agencies during this phase and such changes shall not be subject to further approval by CTUB.

Section 2.02. The DEVELOPER shall, with the cooperation and support of CTUB, obtain all necessary rights-of-way, real property, and easements and take all other such actions, including but not limited to, legal action, as are necessary to complete the Sewer Collection System, at the DEVELOPER'S own expense. CTUB shall, at the request of the DEVELOPER, take such actions as are permitted by law to aid in obtaining the necessary rights of way, real property or easements on land not owned by the DEVELOPER, including, but not limited to, legal actions. The cost of said actions requested by the DEVELOPER, including amounts paid to property owners for the required real estate and easements as well as all litigation costs and taken by CTUB shall be borne by the DEVELOPER.

Section 2.03. CTUB shall bear no financial or other responsibility for the construction of the Sewage Collection System in the Development. However, prior to the substantial completion of the construction of the Sewage Collection System or phase thereof, CTUB shall have the right to inspect and approve the system or phase thereof to ensure that: (1) sewage will be satisfactorily transported from the Development in accordance with the terms of this Agreement and all applicable statutes, rules, and regulations legally applicable to CTUB; (2) infiltration will be minimized; (3) illegal and improper sources of inflow are eliminated; and (4) the system was constructed using sound engineering and construction standards, and using materials in compliance with CTUB's standards and specifications.

Section 2.04. CTUB shall have the right have a third-party inspect all work of the DEVELOPER, and its contractors, during all phases of construction to insure adequate installation of the system. The DEVELOPER shall reimburse CTUB the third-party construction inspection services. All fees shall be paid by the DEVELOPER to CTUB within fifteen (15) days of the date of the inspection services invoice. The inspectors time allocation needs to be coordinated with the contractor's schedule to minimize unnecessary time spent on the site while no sewer utility work is ongoing.

Section 2.05. At the conclusion of construction, The DEVELOPER shall provide to CTUB a complete set of reproducible copies of the record drawings of the completed construction for the mainline extension, signed and sealed by the engineer who prepared the plans. Also, the DEVELOPER shall provide CTUB with executed easements for all sewer mains. SEWER SERVICE FROM THE MAINLINE EXTENSION COVERED BY THIS AGREEMENT WILL NOT BE GRANTED UNTIL THE "RECORD DRAWINGS" AND THE EXECUTED EASEMENTS ARE RECEIVED BY CTUB.

Section 2.06. At all times during the construction of said sewer system, or Phase thereof if the project is phased, the DEVELOPER shall maintain sole ownership of said sewer system.

Section 2.07. The DEVELOPER shall complete the mainline extension covered by this Agreement within five (5) years from the date of this Agreement. Failure to do so may make this Agreement null and void as to any uncompleted portions of the mainline extension. CTUB reserves the right to require the DEVELOPER to enter into a new agreement, have a design review and secure new permitting for the completion of the Project if sufficient proof can be demonstrated that rules, regulations or surrounding conditions have changed during the five (5) year time frame. Any new agreement will require the approval of the Commission.

ARTICLE III

TRANSFER OF OWNERSHIP

Section 3.01. Upon completion of the construction of the Sewage Collection System, or phase thereof, or parts of phases thereof at the discretion of CTUB, the DEVELOPER shall, with the cooperation and support of CTUB, obtain such State, Federal, and local certifications, authorizations, or approvals as required, at the DEVELOPER'S expense. After said certifications, authorizations or approvals are obtained, and the Sewage Collection System or phases thereof is completed in all respects, the DEVELOPER shall provide CTUB written notice of said completion. As used in this and subsequent Sections, "completed in all respects" includes, but is not limited to: (i) the system or phase thereof being physically complete; (ii) all testing performed by the certifying engineer; (iii)all electrical and mechanical systems inspected and certified by approved factory authorized representatives of the manufacturers; (iv) all systems or phase thereof having passed component validation, start-up and demonstration periods and training performed; (v) all engineers, material men, contractors and subcontractors of the DEVELOPER being paid for their work on said system or phase thereof; (vi) all rights-of-way, real property and easements required for the operation of the Sewage Collection System or phase thereof are acquired; (vii) all legal disputes regarding the Sewerage Collection System being materially resolved; and (viii) no outstanding liens on the Sewage Collection System or phase thereof existing.

Section 3.02. Upon receipt of the written notice described in Section 3.01, CTUB shall have ninety (90) days to inspect said Sewage Collection System or phase thereof and run such tests, at CTUB's sole expense, as CTUB feels are appropriate and necessary to determine that the Sewage Collection System or phase thereof has been properly designed and constructed using sound engineering and construction standards. Within the ninety (90) day period, CTUB shall provide the

DEVELOPER, in writing, a list of repairs which CTUB reasonably believes are required to cause the Sewage Collection System or phase thereof to comply with the plans and specifications previously approved by CTUB, as may have been modified by the changes required by any applicable State or Federal agency or other City department, and a list of other actions, which the DEVELOPER must take so that the system or phase thereof is completed in all respects in accordance with the approved plans. The DEVELOPER, at its own expense, shall make said reasonable repairs and once said repairs have been made, the DEVELOPER will provide CTUB with an additional written notice as set forth in Section 3.01 and CTUB shall have the same rights as it had upon receipt of the initial notice. The DEVELOPER shall not connect any businesses or structures to the sewer system or phase thereof until it has been fully tested by the engineer and CTUB and all repairs required by CTUB have been made. Notwithstanding the foregoing, if CTUB does not inspect the Sewage Collection System or phase thereof within thirty (30) days after receipt of the written notice described in Section 3.01., CTUB's right to such inspection shall terminate.

Section 3.03. If, after receipt of the notice set forth in Section 3.01, CTUB determines that the Sewage Collection System or phase thereof is completed in all respects, the DEVELOPER shall deliver, and CTUB shall accept, ownership of the Sewage Collection System or phase thereof necessary to connect to the sewage collection and pumping system built as part of the Development including rights-of-way, and all real property and easements necessary for the ownership, operation and maintenance of the system. The transfer of ownership shall occur no later than fifteen (15) days after the expiration of the CTUB' s right of inspection and testing, set forth in Section 3.02.

Section 3.04. Nothing in this Article shall be construed to prevent CTUB from accepting ownership of the system a section at a time, provided that CTUB shall accept a section of the system only if said section is complete in all respects and can be fully operational at the time of the transfer of that section. CTUB and the DEVELOPER shall have the same rights and obligations and shall follow the same procedures established in the Article for the transfer of ownership of the entire system.

Section 3.05. Prior to the transfer of ownership of the Sewage Collection System or phase thereof to CTUB, when the DEVELOPER applies for a building permit to construct a residential, commercial or industrial building in the Development, the DEVELOPER shall pay to CTUB (i) a non-refundable tap and inspection fee pursuant to approved CTUB tariff and (ii) a non-refundable Capacity Improvement Fee pursuant to the approved CTUB tariff. Payments shall be made on the same date the DEVELOPER applies for a building permit to construct the residential, commercial

or industrial building in the Development, which will result in said additional Customer. Notwithstanding the foregoing, CTUB shall only be entitled to retain a DEVELOPER tap or connection fee if CTUB, using its own resources, actually installs or inspects the tap and/or connection line and physically connects or inspects the connection to the customer's service. Once CTUB collects a tap or connection fee in accordance with the terms of this Agreement, CTUB shall not be permitted to collect from the customer any additional tap or service connection fee. CTUB shall only be permitted to collect one tap or connection fee per service connection in accordance with its Tariff on file with the Commission. CTUB's right to either retain the DEVELOPER's tap or connection fee deposit or to assess a tap or connection fee from a customer is contingent upon CTUB installing the tap and/or connection line, which physically connects a customer's service to the DEVELOPER's collection system.

ARTICLE IV

DEVELOPER REIMBURSEMENT

Section 4.01. CTUB will not reimburse the Developer for the installation, cost or any other costs associated with the installation and construction of the Sewage Collection System. Developer expressly waives any right to reimbursement under the Commission's Sewer Rules, 150 CSR 5, Rule 7.4, a copy of which is attached hereto as Exhibit A, and made a part hereof, and understands that CTUB's extension of service outlined in the Agreement herein shall be construed as an exemption to Rule 7.4. The Developer will collect reimbursement through appropriate pricing of real estate within its Development.

Section 4.02. Not later than fifteen (15) business days following the time of the transfer of ownership of the Sewage Collection System or phase thereof as provided in Article III, Developer shall provide CTUB with an itemized accounting of the costs of the Sewage Collection System or phase thereof. The costs shall include, but shall not be limited to, labor, materials, engineering fees and costs of permits. CTUB shall have a right to review copies of the records of Developer relating to the development of the Sewage Collection System and Developer shall, at the request of CTUB, provide CTUB with copies of all invoices relating to the development of the Sewage Collection System or phase thereof. CTUB shall verify the total cost of the Sewage Collection System or phase thereof and shall give notice in writing to Developer of CTUB's calculation of the total cost of the Sewage Collection System or phase thereof (the "Project Cost").

ARTICLE V

CONDITIONS PRECEDENT

Section 5.01. This Agreement and the respective obligations of the parties are expressly conditioned upon the decision by the DEVELOPER, such decision to be made in the sole and absolute discretion of the DEVELOPER, to commence construction of the Development and upon the written approval of this Agreement by the Commission.

Section 5.02. The DEVELOPER waives the right to receive an estimate of the cost of the extension.

Section 5.03. As a condition to obtaining a main extension, the DEVELOPER shall grant CTUB the necessary easements which will allow CTUB to make future extensions into unserved areas. Such future extensions shall not adversely affect the intended use of the Developer's Property nor shall Developer incur any additional cost for granting of said easement or construction within the easement(s).The granting of the necessary easements by the Developer to CTUB shall be made without CTUB being required to pay additional consideration for the additional easements to the DEVELOPER, but shall be in such locations as shown on the approved Preliminary Plat for the Country Club Commons Development. CTUB has the right to further extend mains from and beyond the terminus of the mains constructed pursuant to this Agreement. In such an event, the DEVELOPER shall not be entitled to any refund for the connection of customers to such extension.

ARTICLE VI

SUBSEQUENT CONNECTIONS

Section 6.01. The DEVELOPER agrees that after the transfer of the ownership of the Sewage Collection System, or any portion thereof, to CTUB, the DEVELOPER shall be assessed, to the extent DEVELOPER owns the property for which a connection is requested, for each new connection upon the issuance of a sewer availability letter (i) a non-refundable tap and inspection fee pursuant to approved CTUB tariff and (ii) a non-refundable capacity improvement fee pursuant to the approved CTUB tariff. Payments shall be made on the same date the DEVELOPER applies for a building permit to construct the residential, commercial or industrial building in the Development, which will result in said additional Customer. Notwithstanding the foregoing, CTUB shall only be entitled to retain a DEVELOPER tap or connection fee if CTUB, using its own resources, actually installs or inspects the tap and/or connection line and physically connects or inspects the connection to the customer's service. Once CTUB collects a tap or connection fee in accordance with the terms of this

Agreement, CTUB shall not be permitted to collect from the customer any additional tap or service connection fee. CTUB shall only be permitted to collect one tap or connection fee per service connection in accordance with its Tariff on file with the PSC. CTUB's right to either retain DEVELOPER's tap or connection fee deposit or to assess a tap or connection fee from a customer is contingent upon CTUB installing the tap and/or connection line, which physically connects a customer's service to the DEVELOPER's collection system.

Section 6.02. The DEVELOPER hereby agrees that in the event that the DEVELOPER transfers, prior to completion, any portion of DEVELOPER'S land in the Development to any individual, corporation or other entity who will continue to engage in development of said land as contemplated by this Agreement, resulting in additional customers for CTUB, the DEVELOPER shall require, as a term of said transfer, that said individual, corporation or other entity assume the obligations of this Agreement.

ARTICLE VII

REPRESENTATIONS AND WARRANTIES

Section 7.01. The parties represent and warrant that the execution, delivery and performance of this agreement by them has been duly authorized and this agreement constitutes a valid and binding obligation of the parties in force full and accordance with its terms.

Section 7.02. The DEVELOPER represents and warrants that the Sewage Collection System or phase thereof will be designed and constructed in a proper workmanlike manner using sound principles of engineering and construction. The DEVELOPER hereby warrants DEVELOPER'S work on the Sewage Collection System's or phase thereof electrical and mechanical components, pump stations and treatment facilities for one (1) year from the date of the transfer of ownership of the Sewage Collection System or phase thereof to CTUB and, during such period, will make such repairs at the DEVELOPER'S expense, as are needed to maintain the Sewage Collection System or phase thereof in a proper operating condition in accordance with the approved plans therefore. CTUB will be responsible for reasonable maintenance of the system according to sound operating procedures and manufacturer's recommendations. The DEVELOPER will not be responsible for repairs due to CTUB failing to reasonably maintain the system.

Section 7.03. Upon notice from CTUB that all construction and testing requirements have been met, DEVELOPER shall post a one (1) year warranty bond in an amount sufficient to replace the system or phase thereof constructed by the DEVELOPER. The amount of the bond shall be 100-

percent of the cost of the improvements to be bonded at that time, and shall be for a period of 365 days that will begin on the date ownership of the On-Site and Off-Site Sewage Collection System or phase thereof is transferred to CTUB. At the conclusion of such one (1) year period, any warranty bond with respect to the Sewage Collection System or phase thereof shall automatically terminate and all bonded funds shall automatically be returned to the DEVELOPER.

ARTICLE VIII
MISCELLANEOUS PROVISIONS

Section 8.01. This Agreement shall in no manner alter or affect presently existing rates, fees, charges, minimums or tariffs of CTUB and the same rates, fees, charges, minimums and tariffs shall apply uniformly to all customers of CTUB. This Agreement shall at all times be subordinate to any present or future trust indentures or other similar liens on the assets of CTUB, and the parties hereto recognize the priority of any such obligations and upon occurrence of default or assumption of operation and control by the trustee or holders of the bonds of CTUB this Agreement shall be subordinate to such obligations.

Section 8.02. Nothing in this Agreement shall be construed to make CTUB or its engineer and agents liable or responsible for any obligations of the DEVELOPER.

Section 8.03. The DEVELOPER hereby agrees to save and indemnify and keep harmless CTUB, its engineer and agents against all liability claims and judgments or demands for damages arising from accidents to third persons occurring prior to the date of the transfer of the ownership of the Sewage Collection System or phase thereof to CTUB, or to property owned by third persons occasioned by the DEVELOPER, its agents, employees, contractors and subcontractors, and against all claims for damages arising from accidents to the DEVELOPER, its agents, employees, contractors and sub-contractors, occasioned by third persons occurring prior to the date of the transfer of the Sewage Collection System to CTUB, except for those legally attributable to CTUB, its engineer or agents, other than the DEVELOPER, or employees of CTUB. The DEVELOPER will defend any and all suits that may be brought against CTUB on account of any such accidents (except those legally attributable to CTUB, its engineer or agents, other than Developer, or employees of CTUB) and will make good to, and reimburse, CTUB for any reasonable, out of pocket expenditures (including, but not limited to reasonable legal fees and expenses) that CTUB may make by reason of such accidents.

Section 8.04. The DEVELOPER hereby agrees to save and indemnify and keep harmless CTUB, its engineer and agents from all claims, demands, causes of action, or suits of whatever nature

arising out of the labor and materials used by the DEVELOPER and their contractors or sub-contractors, and from all laborers', materialmen's and mechanics' liens upon the Sewage Collection System or upon the property upon which the Sewage Collection System is located arising out of the labor and materials used by the DEVELOPER and its contractors or sub-contractors, and the DEVELOPER shall keep the Sewage Collection System or phase thereof and said property free and clear of all liens, claims and encumbrances until the time of the transfer of ownership of the Sewage Collection System or phase thereof to CTUB.

Section 8.05. Upon transfer of the ownership of the Sewage Collection System or phase thereof to CTUB, nothing in this Agreement shall be construed to provide the DEVELOPER with any ownership or other interest in the Sewage Collection System or phase thereof which will become the exclusive property of CTUB, or with a right to be reimbursed by CTUB for any and all construction cost, except as provided in this Agreement.

Section 8.06. The DEVELOPER hereby agrees to not pursue any lawsuit, cause of action, or claim of any kind against CTUB regarding insufficient sewage treatment capacity.

Section 8.07. This Agreement constitutes the entire Agreement between CTUB and the DEVELOPER with respect to the matters addressed and may be amended only in a subsequent writing executed by both parties. Any amendment to this Agreement should be submitted to the Commission for review and/or approval.

Section 8.08. This Agreement may not be assigned by CTUB without the prior written consent of the other party. The DEVELOPER may assign this Agreement without the consent of CTUB if the DEVELOPER sells all or any portion of the Development.

Section 8.09. The article and section headings in this Agreement are merely for the convenient reference of the parties and shall not affect the meaning or interpretation of this Agreement.

(Signature Page Follows)

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

By:_____

Its: _____

ATTEST:

_____

Its: _____

ELM STREET COMMUNITIES

By:_____

Its:_____

ATTEST:

_____

Its: _____

EXHIBIT A

PUBLIC SERVICE COMMISSION RULE 7.4

Public Service Commission of West Virginia Rules and Regulations for the Government of Sewer Utilities. 150CSR5, Rule 7.4, Extension of Mains.

EXHIBIT B

DEVELOPER'S PROJECT

The Sewage Collection System to be constructed by Developer is described in the attached pages.

ALTERNATE MAINLINE WATER SYSTEM AGREEMENT
FOR AUGUSTINE MANOR PHASE 1

THIS AGREEMENT (the "Agreement") is made and effective this ___ day of _____ 2026, by and between the **CITY OF CHARLES TOWN, by and through the CHARLES TOWN UTILITY BOARD,** (hereinafter, the "CTUB") and **ELM STREET COMMUNITIES** (hereafter " the DEVELOPER").

WHEREAS, CTUB has been authorized by the Public Service Commission of West Virginia ("Commission") to develop water supply, treatment, storage, transmission and distribution facilities throughout the general Charles Town area so as to provide the greatest number of Charles Town area residents with public water; and

WHEREAS, CTUB wishes to make public water distribution facilities available to the greatest number of residents of the Charles Town area as expeditiously as possible; and

WHEREAS, the DEVELOPER is planning to develop certain lands known as Augustine Manor Subdivision ("the Development") situated within CTUB's service territory; and

WHEREAS, the Development will be located along Augustine Avenue, approximately 0.28 miles North of the intersection with Old Cave Road; and

WHEREAS, the DEVELOPER intends to construct up to 88 Single Family and 60 Town Homes; and

WHEREAS, the planned Development of the DEVELOPER'S property is contingent upon DEVELOPER having proper water distribution and storage facilities; and

WHEREAS, it is in the best interest of the future users of the DEVELOPER'S property to have public water distribution and storage facilities available; and

WHEREAS, the DEVELOPER is willing to bear the expense of making public water distribution and storage and/or booster facilities available in the Development, as well as an adequate transmission line from the appropriate main; and

WHEREAS, the DEVELOPER intends to construct On-site and Off-site water distribution facilities, on, in the area near to, or adjacent to the Development as approved by CTUB on the Development's Preliminary Plat including approximately 7,548 LF of 8" water line, to the point of connection to the existing CTUB water system, along with the associated service laterals, valves and appurtenances to serve the Residential Lots, which will connect to the water distribution system of CTUB; and

WHEREAS, the DEVELOPER has read Rule 7.5 of the Public Service Commission's

DRAFT

Rules for the Government of Water Utilities that became effective on March 10, 2025, in its entirety, understands the Rule and chooses to enter into this alternate main line extension agreement.

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

ARTICLE I

DESIGN

Section 1.01. The DEVELOPER hereby agrees to employ qualified professional engineers to design the On-site and Off-site water distribution system (collectively referred to herein as "Water Distribution System") for the DEVELOPER'S project, as described in general herein. All designs will be developed at the DEVELOPER'S expense and comply with CTUB's Water System Specifications. All designs shall be reviewed and approved by CTUB's engineer prior to submission to the West Virginia Bureau for Public Health for permits to construct and prior to the commencement of construction. Neither CTUB nor its engineers or agents shall bear any financial or any other responsibility for the design and construction of the Water Distribution System (the design and construction of the Water Distribution System shall be collectively referred to as the "Project"). The DEVELOPER further agrees to reimburse CTUB for Project costs to plan, design and inspect the construction of any transmission mains required to convey water from the system to the Development.

Section 1.02. The DEVELOPER shall, at his own expense, submit the plans and specifications to the appropriate State, Federal, and local agencies for their approval. CTUB shall bear no financial or other responsibility for the design of the Water Distribution System. The DEVELOPER shall make such changes as are required by said agencies, at the DEVELOPER'S expense. If requested, plans and specifications shall be submitted to the Commission for review.

Section 1.03. CTUB shall have the right to inspect and approve prior to the start of construction under this Agreement the design and specifications of the Water Distribution System, to ensure that the DEVELOPER'S system satisfactorily stores and distributes the water within the Development area in accordance with current and future applicable regulations and the terms of this Agreement, minimizes leakage, and is designed using sound engineering standards. CTUB may require such revisions of said plans and specifications as CTUB feels is necessary before giving said prior approval. The DEVELOPER must receive said prior approval of CTUB in writing before the DEVELOPER may start construction.

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ARTICLE II

CONSTRUCTION AND INSPECTION

Section 2.01. The DEVELOPER will construct the entire Water Distribution System under this Agreement, including but not limited to, all main lines, trunk lines, pumping facilities, storage facilities, or other necessary appurtenances, for all residential, commercial, or other customers, either proposed or existing, On-site and Off-site as approved by CTUB on the Development's Preliminary Plat at the DEVELOPER's expense. All construction shall be done in accordance with the approved plans and specifications for the Development and CTUB's specifications. The DEVELOPER shall obtain, at his own expense, with the cooperation and support of CTUB, all necessary permits, authorizations and approvals of State, Federal, and local agencies during the construction phase and shall make such changes as are required by said agencies during the construction phase and shall make changes as are required by said agencies during this phase and such changes shall not be subject to further approval by CTUB.

Section 2.02. The DEVELOPER shall, with the cooperation and support of CTUB, obtain all necessary rights-of-way, real property, and easements and take all other such actions, including but not limited to, legal action, as are necessary to complete the Water Distribution System, at the DEVELOPER'S own expense. CTUB shall, at the request of the DEVELOPER, take such actions as are permitted by law to aid in obtaining the necessary rights of way, real property or easements on land not owned by the DEVELOPER, including, but not limited to, legal actions. The cost of said actions requested by the DEVELOPER, including amounts paid to property owners for the required real estate and easements as well as all litigation costs and taken by CTUB shall be borne by the DEVELOPER.

Section 2.03. CTUB shall bear no financial or other responsibility for the construction of the Water Distribution System. However, prior to the substantial completion of the construction of the Water Distribution System or phase thereof CTUB shall have the right to inspect and approve prior to the implementation of service under this Agreement, the construction of the Water Distribution System to ensure that: 1) water will be satisfactorily stored and distributed within the Development in accordance with current and future applicable regulations and the terms of this Agreement, and 2) that leakage will be minimized, and 3) that the system was constructed using sound engineering and construction standards, and using materials in compliance with the CTUB'S standards and specifications.

Section 2.04. The DEVELOPER will be required at his expense to conduct pressure

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tests and water quality and safety tests in accordance with the laws of the State of West Virginia and the regulations of the West Virginia Bureau of Public Health. In conjunction with the testing and prior to placing it in service, the system will be cleaned, flushed and disinfected with the applicable standards and methods of the American Water Works Association and the West Virginia Bureau of Public Health

Section 2.05. CTUB shall have the right to have a third-party inspect all work of the DEVELOPER, and its contractors, during all phases of construction to insure adequate installation of the system. The DEVELOPER shall insure that each customer connected to the Water Distribution System at the time of transfer of ownership shall have a water meter installed. Said water meters, and their installation, must be approved by CTUB. The Developer shall reimburse CTUB for the third-party construction inspection services. All fees shall be paid by the DEVELOPER to CTUB within fifteen (15) days of the date of the inspection services invoice. The inspectors time allocation needs to be coordinated with the contractors schedule to minimize unnecessary time spent on the site while no water utility work is ongoing.

Section 2.06. At the conclusion of construction, The DEVELOPER shall provide to CTUB a complete set of reproducible copies of the record drawings of the completed construction for the mainline extension, signed and sealed by the engineer who prepared the plans. Also, the DEVELOPER shall provide CTUB with executed easements for all water distribution systems. W A T E R SERVICE FROM THE MAINLINE EXTENSION COVERED BY THIS AGREEMENT WILL NOT BE GRANTED UNTIL THE "RECORD DRAWINGS" AND THE EXECUTED EASEMENTS ARE RECEIVED BY CTUB.

Section 2.07 At all times during the construction of said Water Distribution System, or Phase thereof if the project is phased, the DEVELOPER shall maintain sole ownership of said Water Distribution System.

Section 2.08 The DEVELOPER shall complete the Project covered by this Agreement within five (5) years from the date of this Agreement. Failure to do so may make this Agreement null and void as to any uncompleted portions of the mainline extension. CTUB reserves the right to require the DEVELOPER to enter into a new agreement, have a design review and secure new permitting for the completion of the Project if sufficient proof can be demonstrated that rules, regulations or surrounding conditions have changed during the five (5) year time frame. Any new agreement will require the approval of the Public Service Commission.

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ARTICLE III

TRANSFER OF OWNERSHIP

Section 3.01. Upon completion of the construction of the Water Distribution System, or phase thereof, or parts of phases thereof at the discretion of CTUB, the DEVELOPER shall, with the cooperation and support of CTUB, obtain such State, Federal, and local certifications, authorizations, or approvals as required, at the DEVELOPER'S expense. After said certifications, authorizations or approvals are obtained, and the Water Distribution System is completed in all respects, the DEVELOPER shall provide CTUB written notice of said completion. As used in this and subsequent Sections, "completed in all respects" includes, but is not limited to: (i) the system or phase thereof being physically complete (ii) all testing performed by the certifying engineer; (iii) all electrical and mechanical systems inspected and certified by approved factory authorized representatives of the manufacturers; (iv) all systems or phases thereof having passed component validation, start-up and demonstration periods and training performed; (v) all engineers, material men, contractors and subcontractors of the DEVELOPER being paid for their work on said system or phase thereof; (vi) all rights-of-way, real property and easements required for the operation of the Water Distribution System or phase thereof are acquired; (vii) all legal disputes regarding the Water Distribution System being materially resolved; and (viii) no outstanding liens on the Water Distribution System or phase thereof existing.

Section 3.02. Upon receipt of the written notice described in Section 3.01, the CTUB shall have ninety (90) days to inspect said water distribution system or phase thereof and any additional tests, at CTUB'S expense, as CTUB feels are appropriate and necessary to determine that the Water Distribution system or phase thereof is functioning in accordance with the design plans and has been constructed in accordance with industry standards. Not later than ninety (90) days, the CTUB shall provide to the DEVELOPER, in writing, a list of changes, repairs, or additions which CTUB reasonably believes are required to cause the Water Distribution System or phase thereof to comply with the plans and specifications previously approved by CTUB, as may have been modified by the changes required by any application State or Federal agency, and a list of other actions, which the DEVELOPER must take so that the system or phase thereof is completed in all respects in accordance with the approved plans. The DEVELOPER, at his own expense, shall make said reasonable repairs and once said repairs have been made, the DEVELOPER will provide CTUB with an additional written notice as set forth in Section 3.01 and CTUB shall have the same rights as it had upon receipt

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of the initial notice. The DEVELOPER shall not connect any businesses or structures to the Water Distribution System or phase thereof until it has been fully tested by the engineer and CTUB and all repairs required by CTUB have been made. Notwithstanding the foregoing, if CTUB does not inspect the Water Distribution System or phase thereof within thirty (30) days after receipt of the written notice described in Section 3.01., CTUB's right to such inspection shall terminate.

Section 3.03. If, after receipt of the notice set forth in Section 3.01, CTUB determines that the DEVELOPER'S Water Distribution System is in good and proper working condition, that no other changes, repairs, or additions are necessary, and that the system is completed in all respects, the DEVELOPER shall deliver, and CTUB shall accept, ownership of the Water Distribution System, including rights-of-way, and all real property and easements necessary for the ownership, operation and maintenance of the system. The transfer of ownership shall occur fifteen (15) days after the expiration of CTUB'S right of inspection and testing, set forth in Section 3.02.

Section 3.04. Nothing in this Article shall be construed to prevent CTUB from accepting ownership of the system a section at a time, provided that CTUB shall accept a section of the system only if said section is complete in all respects and can be fully operational at the time of the transfer of that section. CTUB and the DEVELOPER shall have the same rights and obligations and shall follow the same procedures established in the Article for the transfer of ownership of the entire system.

Section 3.05. Prior to the transfer of ownership of the Water Distribution System or phase thereof to CTUB, when the DEVELOPER applies for a building permit to construct a residential, commercial or industrial building in the Development, the DEVELOPER shall pay to CTUB (i) a non-refundable tap fee (unless tap is performed by the DEVELOPER) pursuant to CTUB's approved tariff and (ii) a non-refundable Capacity Improvement Fee pursuant to the approved CTUB tariff. Payments shall be made on the same date the DEVELOPER applies for a building permit to construct the residential, commercial or industrial building in the Development, which will result in said additional Customer. Notwithstanding the foregoing, CTUB shall only be entitled to retain a DEVELOPER tap or connection fee if CTUB, using its own resources, actually installs or inspects the tap and/or connection line and physically connects or inspects the connection to the customer's service. Once CTUB collects a tap or connection fee in accordance with the terms of this Agreement, CTUB shall not be permitted to collect from the customer any additional tap or service connection fee. CTUB shall only be permitted to collect one tap or connection fee per service connection in accordance with its Tariff on file with the Commission. CTUB's right to either retain the DEVELOPER's tap or connection fee deposit or to assess a tap or connection fee from a customer is contingent upon CTUB installing the tap and/or connection line, which physically connects a

customer’s service to the Water Distribution system.

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ARTICLE IV

REPRESENTATIONS AND WARRANTIES

Section 4.01. CTUB represents and warrants that the execution, delivery, and performance of this Agreement by CTUB will have been duly authorized, and this Agreement by CTUB will have been duly authorized, and this Agreement constitutes a valid and binding obligation of the CTUB enforceable in accordance with its terms.

Section 4.02. The DEVELOPER represents and warrants that the Water Distribution System will be designed and constructed in accordance with CTUB'S specifications, and in a proper workmanlike manner using sound principles of engineering and construction. The DEVELOPER hereby warrants the DEVELOPER'S work on said system's lines, pumping facilities, storage facilities and other necessary appurtenances for one (1) year from the date of the transfer of ownership to CTUB and will make such changes, repairs and additions, at the DEVELOPER'S expense, as are needed to maintain the water distribution system in a proper operation condition. All underground pipe in the system will be accepted by CTUB "as is" at the time of the transfer of ownership of the system.

ARTICLE V

SUBSEQUENT CONNECTIONS

Section 5.01. The DEVELOPER agrees that after the transfer of the ownership of the Water Distribution System, or any portion thereof, to CTUB, the DEVELOPER shall pay to CTUB the required Capacity Improvement Fees for each customer who, as a result of said building permit, will be added to the system in the Development. Payment shall be made on the same date the DEVELOPER applies for a building permit to construct the residential, commercial, or industrial building in the Service Area which will result in said additional customer. The "CUSTOMER" shall be defined as each Residential User Equivalent, as determined by CTUB's Water Rate Ordinance.

Section 5.02. The DEVELOPER waives the right to receive an estimate of the cost of the extension.

Section 5.03. The DEVELOPER shall insure that each additional CUSTOMER connection connected to the CTUB'S water distribution system shall have a water meter installed prior to connection to the system. Said water meter, and its installation, must be approved by CTUB.

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Section 5.04. The DEVELOPER hereby agrees that in the event that the DEVELOPER transfers any portion of the DEVELOPER'S land in the Development to any individual, corporation, or other entity who will engage in further development of said land, resulting in additional customers for CTUB, the DEVELOPER shall require, as a term of said transfer, that said individual, corporation, or other entity assume the obligations of this Agreement.

Section 5.05. The DEVELOPER hereby agrees that he will pay the monthly water bill for any residential unit which is connected to the water system until the house is sold. It will then be the DEVELOPER'S responsibility to notify the CTUB upon change of ownership.

Section 5.06. The DEVELOPER shall grant CTUB any necessary easements which would allow CTUB to make future extensions into unserved areas. Such future extensions shall not adversely affect the intended use of the Developer's Property. The granting of the necessary easements by the Developer to CTUB shall be made without CTUB being required to pay additional consideration for the additional easements to the DEVELOPER, but shall be in reasonable locations. CTUB has the right to further extend mains from and beyond the terminus of the mains constructed pursuant to this Agreement. In such an event, the DEVELOPER shall not be entitled to any refund for the connection of customers to such extension.

ARTICLE VI
MISCELLANEOUS PROVISIONS

Section 6.01. Nothing in this Agreement shall be construed to make CTUB liable or responsible for any obligations of the DEVELOPER. The DEVELOPER hereby agrees to save and indemnify and keep CTUB harmless against all liability claims and judgments or demands for damages arising from accidents to persons or property occasioned by the DEVELOPER, his agents or employees, and against all claims or demands for damages arising from accidents to the DEVELOPER, his agents or employees, whether occasioned by said DEVELOPER or his employees or by CTUB or its employees or any other person or persons and the DEVELOPER will defend any and all suits that may be brought against CTUB on account of any such accident and will make good to, and reimburse, CTUB for any expenditures that CTUB may make by reason of such accidents.

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

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subcontractors, and the DEVELOPERS shall keep the system and said property free and clear of all liens, claims, and encumbrances.

Section 6.02. The DEVELOPER waives the right to receive an estimate of the cost of the extension. CTUB will not reimburse the DEVELOPER for the installation cost or any other cost associated with the installation and construction of the water system. The DEVELOPER expressly waives any right to reimbursement under the Public Service Commission's Rules and Regulations for the Government of Water Utilities, 150CSR7, Rule 7.5, Extension of Mains. A copy of which is attached hereto as Exhibit Band made a part hereof, and understands that the extension of service outlined in this Agreement herein shall be construed as an exemption to Rule 7.5 Extension of Mains. The DEVELOPER will collect reimbursement through appropriate pricing of real estate within its Development.

Section 6.03. Upon transfer of ownership to CTUB, nothing in this Agreement shall be construed to provide the DEVELOPER with any ownership or other interest in the Water Distribution System, which will become the exclusive property of CTUB.

Section 6.04. This Agreement constitutes the entire agreement between the CTUB and the DEVELOPER with respect to the matters addressed and may be amended only in a subsequent writing executed by both parties. Any amendment to this Agreement should be submitted to the Commission for review and/or approval which shall require additional Commission approval.

Section 6.05. This Agreement may not be assigned by either party without the prior written consent of the other party.

Section 6.06. The article and section headings in this Agreement are merely for the convenient reference of the parties and shall not affect the meaning or interpretation of this Agreement.

(Signature Page Follows)

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

By:_____

Its: _____

ATTEST:

_____

Its: _____

ELM STREET COMMUNITIES

By:_____

Its:_____

ATTEST:

_____

Its: _____

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EXHIBIT A

DEVELOPER'S PROJECT

The Water System to be constructed by Developer is described in the attached pages.

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EXHIBIT B

PUBLIC SERVICE COMMISSION RULE 7.5

Public Service Commission of West Virginia Rules and Regulations for the Government of Water Utilities, 150CSR7, Rule 7.5, Extension of Mains

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CHARLES TOWN UTILITY BOARD

Wednesday, September 9, 2026

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

Request for Proposals for Financial Statement Preparation and Accounting Services

CHARLES TOWN UTILITY BOARD

Wednesday, September 9, 2026

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

Resolution 2026-03 - Appointment of Audit Procurement Committee for Audit Services for FY 2026-2028

Attachments:

Resolution 2026-03 - Audit Procurement Committee.pdf
WV State Auditor - Audit Procurement Notification Letter 08.20.2026.pdf

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

UTILITY BOARD

CHAIRMAN
City of Charles Town Mayor
Micheal George

VICE CHAIRMAN
John Maxey

TREASURER
Duke Pierson

SECRETARY
Ashley Stottlemyer

Board Member
Heidi Parker

Board Member
Patrick Kratovil

UTILITY MANAGER
Paul Mantello

RESOLUTION NO. 2026-03
CHARLES TOWN UTILITY BOARD

A RESOLUTION ESTABLISHING AND APPOINTING THE AUDIT PROCUREMENT COMMITTEE FOR AUDIT SERVICES FOR FISCAL YEARS 2026 THROUGH 2028, RFP #26-220

WHEREAS, the Charles Town Utility Board ("CTUB") has been assigned RFP #26-220 by the West Virginia State Auditor's Office for the procurement of audit services for fiscal years 2026 through 2028; and

WHEREAS, the State Auditor's audit procurement procedures require CTUB to appoint an Audit Procurement Committee to evaluate and score proposals and recommend an auditing firm for final approval.

NOW, THEREFORE, BE IT RESOLVED, that the Charles Town Utility Board hereby appoints the following individuals to serve on the Audit Procurement Committee for RFP #26-220:

Duke Pierson – CTUB Treasurer / Board Member
April Shultz – Assistant Utility Manager / Primary Contact
Jacqueline Cooper – Staff Accountant

BE IT FURTHER RESOLVED, that the Audit Procurement Committee is authorized to proceed with the procurement and evaluation of audit services in accordance with RFP #26-220 and the applicable procedures of the West Virginia State Auditor's Office.

BE IT FURTHER RESOLVED, that the committee's recommendation of an auditing firm shall be presented to the Charles Town Utility Board for final approval.

PASSED AND ADOPTED at a regular meeting of the Charles Town Utility Board held this 9th day of September, 2026.

CHARLES TOWN UTILITY BOARD

_____
Micheal George, Chairman

Office of the State Auditor
Chief Inspector Division
State Capitol, Building 1, Suite W-100
1900 Kanawha Boulevard, East
Charleston, West Virginia 25305

State of West Virginia
Mark A. Hunt
State Auditor and
Chief Inspector

Toll Free: (877) 982-9148
Telephone: (304) 558-2251
Fax: (304) 558-6414
www.wvsao.gov

August 20, 2026

To: The Governing Body and Chief Financial Officer

From: Samantha Woods, CPA, AFI, CPM
Deputy State Auditor
Chief Inspector Division

You must procure an audit for the fiscal year or years indicated on the attached list in accordance with the *Procedures Manual for Procuring and Conducting Audits and Reviews of Local Governments* (hereinafter the *Manual*). Please review the provisions of this manual carefully before proceeding with your audit procurement. The *Manual* and the *List of CPA Firms Appointed to Conduct Audits and Reviews of Local Government Entities in Accordance with the Provisions of West Virginia Code 6-9-7* (hereinafter the Approved CPA List) may be obtained in PDF format at https://www.wvsao.gov/ChiefInspector/Default. **Please do not use earlier versions of the *Manual* or the *Approved CPA List* because these documents are frequently updated.** You may also obtain these documents by contacting the Audit Procurement Department at 304-558-2261 extension 8658 or by email at cpaaudits@wvsao.gov.

Your government must obtain written proposals for your audit from the Approved CPA List. You must then score the proposals received in accordance with our procedures and make your selection of an auditor subject to final approval by the Chief Inspector. **All Requests for Proposals must correspond with the audit time frame specified on the list. No exceptions.**

Enclosed is an audit procurement packet which includes the following:

1. A list of the basic steps in procuring an audit. Please refer to this document for a summary of the steps you should take in the process of procuring an audit.

2. Request for Proposal for audit services (RFP)
The RFP is to be completed by you and distributed to at least three CPA Firms on the Approved CPA List **and all approved CPA Firms interested in submitting a written proposal.** Please use the most up-to-date Request for Proposal form that is included in this packet and available on our website at https://www.wvsao.gov/ChiefInspector/Default.

3. Instructions for the Audit Proposal Score Sheets, the Individual Audit Proposal Score Sheet, and the Audit Proposal Score Sheet Summary for all proposals. Please use the most up-to-date Scoring Sheets that are included in this packet and available on our website at https://www.wvsao.gov/ChiefInspector/Default.

4. A blank audit contract to be completed, signed by both you and the CPA, and returned to the Chief Inspector for approval once you have made your selection. If applicable, information for multiple years must be filled out separately. Audit due dates are limited to the 15th of the month, the end of the month, or for single audits, seven days before the end of the ninth month after the entity's fiscal year end (in most cases March 24th). No Uniform Guidance single audit contracts will be approved with a due date later than March 24th. Certain component units may have an earlier due date because of the primary government's anticipated issuance date. Any component units with years extending beyond 2026 must have a due date on these subsequent periods no later than November 30th. With the exception of component units and single audits, all other entities with years extending beyond 2026 must have an audit completion date no later than eight months (in most cases the end of February) after the entity's fiscal year end date for each subsequent year.

5. A sheet listing common errors that may be avoided during the procurement process.

Additional Information

- Section 1.3 of the *Manual* requires the appointment of an audit committee. The West Virginia Open Governmental Proceedings Act (Chapter 6, Article 9A of the West Virginia Code) must be followed for the audit procurement process, including but not limited to the selection of the audit committee, the committee's recommendations, and approval of the firm the committee selects to conduct the entity's audit(s).

- We have indicated on the list which entities were identified as expending $1,000,000 or more in federal awards and would thereby be required to undergo an OMB Uniform Guidance audit for the fiscal year ended June 30, 2026. We made this assessment based on information received from the entities and state pass-through granting agencies. If the status of your entity is incorrect with respect to federal funding or if you have any questions as to whether your entity requires an audit in conformance with the Uniform Guidance, you should contact the Audit Procurement Department at 304-558-2261 extension 8658 or by email at cpaaudits@wvsao.gov for assistance.

- We have identified entities which are deemed to be component units of primary governments. Any component units with years beyond 2026 must have a due date on the subsequent periods no later than November 30th. For example, a component unit contract for the year ending June 30, 2027 may not have a due date after November 30, 2027. You should ensure your Request for Proposal form (item 4) has the proper due date.

- With the exception of component units and single audits, all other entities with years extending beyond 2026 must have an audit completion date no later than eight months (in most cases the end of February) after the entity's fiscal year end date for each subsequent year. For example, an entity contract for the year ending June 30, 2027 may not have a due date after the end of February 2028. You should ensure your Request for Proposal form (item 4) has the proper due date.

- The entity must solicit three proposals from CPAs on the Approved CPA List **and all approved CPAs that contact you regarding the audit**. All proposals from approved CPAs must be scored by the entity (sections 1.6 and 2.3.2 of the *Manual*).

- If you are requesting a firm to perform any nonaudit services, this should be described in detail in item 19 of the Request for Proposal. This is discussed in sections 1.6 and 2.5.9 of the *Manual*. Common examples of nonaudit services may include assistance with the preparation of the financial statements (including the government-wide financial statements, the fund statements, and notes to the financial statements) based on information derived from the entity's trial balance; preparing account reconciliations that identify reconciling items for management evaluation; and proposing standard, adjusting, or correcting journal entries for management's review and acceptance. If you require nonaudit services, you must assign an individual to act as the management representative to oversee these services. This individual must possess the skills, knowledge, or experience to accept responsibility for the CPA firm's nonaudit services. The firm is required under professional standards to evaluate whether this individual's skills, knowledge or experience is sufficient. If the firm determines that the individual is not qualified to accept responsibility for the nonaudit services, the firm is precluded from providing those services.

The *List of CPA Firms Appointed to Conduct Audits and Reviews of Local Government Entities in Accordance with the Provisions of West Virginia Code 6-9-7* may be obtained via our website at https://www.wvsao.gov/ChiefInspector/Default, by contacting the Audit Procurement Department at 304-558-2261 extension 8658 or by email at cpaaudits@wvsao.gov. Please do not use earlier versions of this list as the Approved CPA List frequently changes.

In the top right corner of the enclosed contract is your RFP number. This number **MUST** be used on all correspondence and documents relating to your audit with **BOTH** the CPA Firm and the Chief Inspector Division. You **MUST** complete the procurement process, select the auditor, and return the signed contract and the required supporting documentation to the Chief Inspector no later than the date specified in the top right corner of the contract.

Certain documents, such as the Individual Audit Proposal Score Sheets, Audit Proposal Score Sheet Summary, and the Request for Proposal are available in editable electronic form online at https://www.wvsao.gov/ChiefInspector/Default. These forms may be used in substitution of the documents provided in your bid packet.

Please do not hesitate to contact the Audit Procurement Department at 304-558-2261 extension 8658, or by email at cpaaudits@wvsao.gov, if you have any questions or concerns.

CHARLES TOWN UTILITY BOARD

Wednesday, September 9, 2026

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

Greenfield Force Main and Samuel Street Flow Meter Project Bid Opening and Recommendation

Attachments:

Bid Recommendation 09.09.2026.pdf
Bid Results.pdf

GD&F
GWIN
DOBSON &
FOREMAN
ENGINEERS

September 9, 2026

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

Attn: Paul Mantello, Utility General Manager

RE: Charles Town Utility Board
Greenfield Force Main & Samuel Street Flow Meter Project
Bid Results - Engineer's Recommendation
Charles Town, Jefferson County, West Virginia

Dear Mr. Mantello:

Please find enclosed the certified tabulation of bids received Wednesday, August 26, 2026, for the above-referenced project.

Bid Results - The apparent low bidder is as follows:

Greenfield Force Main & Samuel Street Flow Meter Project: Low Bidder: Snyder Environmental Services, LLC., Kearneysville, WV. Total Unit Price Bid: $1,897,438.00. A total of three (3) bids were submitted.

The engineer's cost estimate was $1.2 million which was completed in 2024. The estimate did not include rock excavation or additional Horizontal Directional Drilling (HDD) pipe installation, as the affected property was originally anticipated to be constructed by open-cut methods. However, an easement for the property was unable to be obtained, preventing the use of open-cut construction and requiring HDD installation instead. This, along with inflation over the past two (2) years, likely drove the higher-than-expected bids. The second low bidder was less than $40,000 higher than Snyder Environmental Services, which suggests that the bid prices are relevant.

Bid Review: Gwin, Dobson & Foreman, Inc. (GD&F) reviewed the documents submitted by Snyder Environmental Services, LLC., and found them in accordance with the Instructions to Bidders. The 10% Bid Bond was furnished by Merchants National Bonding, Inc., an approved surety by the US Treasury Department (circular 570).

GD&F also examined the technical qualifications and references of the low bidder. Snyder Environmental Services, LLC., has been performing similar project work since 1979. Snyder Environmental Services, LLC., has completed several projects for Berkeley County and Charles Town Utility Board (CTUB). Snyder Environmental Services recently completed a Chlorine Gas System Modifications Project at the CTUB Water Treatment Plant. They specialize in water/wastewater utility line and treatment plant work and come highly recommended for their craftsmanship.

Concerning financial status, Snyder Environmental Services, LLC., provided bank and vendor credit references who confirmed their finances. It appears that they possess all the necessary resources and equipment to successfully complete the Greenfield Force Main and Samuel Street Flow Meter Project.

If the representations are a true and accurate statement of the administrative, financial and bonding capability of Snyder Environmental Services, LLC., then it appears that they have the ability to complete a project of this scope and magnitude.

Evaluation - The bids came in higher than the original engineer's estimate in 2024. Higher costs were anticipated based on the additional directional drilling and two (2) years' worth of inflation.

GD&F performed an in-house value engineering review of the project and could not come up with any major items worth eliminating from the project. The addition of rock excavation and increased HDD pipe installation added significant cost to the project. GD&F recommends that the design remain unchanged.

Recommendation - Contingent on the availability of funding, we recommend that the CTUB issue a Notice-of-Intent-to-Award for the Greenfield Force Main and Samuel Street Flow Meter Project to Snyder Environmental Services, LLC., Kearneysville, WV, in the amount of $1,897,438.00. Please note that CTUB has 90 days from August 26, 2026, to award the contract to Snyder Environmental Services per the bidding documents.

As always, if you have any questions, please contact us at your convenience.

Respectfully Submitted,
GWIN, DOBSON & FOREMAN, INC.

Christopher M. Eckenrode

Christopher M. Eckenrode, P.E.
Engineering Manager

Enclosures
CME/mad
24034/Ltr/BidRec_9-9-26.doc
cc: File

GD&F
GWIN
DOBSON &
FOREMAN
ENGINEERS

TABULATION OF BIDS

CHARLES TOWN UTILITY BOARD
GREENFIELD FORCE MAIN AND
SAMUEL STREET FLOW METER

AUGUST 26, 2026 @ 10:00 AM

BID CERTIFICATION

I hereby certify that the following amounts are a correct and accurate tabulation of the bids received by the Charles Town Utility Board - Greenfield Force Main and Samuel Street Flow Meter Project, publicly opened and read aloud on August 26, 2026 after 10:00 AM.



Christopher M. Eckenrode

Christopher M. Eckenrode, P.E.
Engineering Manager

3121 FAIRWAY DRIVE ALTOONA, PA 16602 814.943.5214 FAX 814.943.8494 WWW.GDFENGINEERS.COM

BID TABULATION

CHARLES TOWN UTILITY BOARD
GREENFIELD FORCE MAIN AND
SAMUEL STREET FLOW METER

AUGUST 26, 2026 @ 10:00 AM

BIDDER	TOTAL BID PRICE	BID SECURITY
Snyder Environmental Services, LLC 270 Industrial Blvd. Kearneysville, WV 25430	$1,897,438.00*	10% Bid Bond
D&M Contracting, Inc. D.B.A. Paramount Contracting, Inc. 1868 Lions Club Road New Alexandria, PA 15670	$1,933,000.00	10% Bid Bond
Terra Works, Inc. 49 S. Sheridan Road Clarion, PA 16214	$4,991,991.00	10% Bid Bond

***Denotes Bid Price Correction**

CHARLES TOWN UTILITY BOARD
GREENFIELD FORCE MAIN AND
SAMUEL STREET FLOW METER

Bid Receipt: August 26, 2026 at 10:00 AM

BASE BID

ITEM	DESCRIPTION	QTY.	UNIT	Snyder Environmental, LLC 270 Industrial Boulevard Kearneysville, WV 25430 UNIT PRICE	Snyder Environmental, LLC TOTAL PRICE	D&M Contracting, Inc. D.B.A. Paramount Contracting, Inc. 1868 Lions Club Road New Alexandria, PA 15670 UNIT PRICE	D&M Contracting, Inc. TOTAL PRICE	Terra Works, Inc. 49 S. Sheridan Road Clarion, PA 16214 UNIT PRICE	Terra Works, Inc. TOTAL PRICE
1.	**PRESSURE SEWER PIPE INSTALLED VIA HORIZONTAL DIRECTIONAL DRILLING AND OPEN CUT METHOD**								
	a. 8" Force Main HDPE, DR 11 Pipe (HDD)	605	LF	$593.00	$358,765.00	$375.00	$226,875.00	$800.00	$484,000.00
	b. 8" Force Main PVC, C-900 Pipe (Opne Cut)	2,750	LF	$116.00	$319,000.00	$184.00	$506,000.00	$450.00	$1,237,500.00
	c. 6" Force Main PVC, C-900 Pipe (Open Cut)	12	LF	$233.00	$2,796.00	$183.00	$2,196.00	$445.00	$5,340.00
	c. 4" Force Main PVC, C-900 Pipe (Open Cut)	10	LF	$269.00	$2,690.00	$182.00	$1,820.00	$440.00	$4,400.00
2.	**FITTINGS AND VALVES**								
	a. 8" DIMJ 45° Bend	10	EA	$616.00	$6,160.00	$625.00	$6,250.00	$5,000.00	$50,000.00
	b. 8" DIMJ 11¼° Bend	1	EA	$447.00	$447.00	$595.00	$595.00	$4,500.00	$4,500.00
	c. 6" DIMJ 45° Bend	1	EA	$360.00	$360.00	$475.00	$475.00	$4,950.00	$4,950.00
	d. 4" DIMJ 90° Bend	1	EA	$285.00	$285.00	$360.00	$360.00	$4,450.00	$4,450.00
	e. 8" DIMJ Plug Valve w/ Roadway Valve Box	3	EA	$4,465.00	$13,395.00	$5,900.00	$17,700.00	$15,000.00	$45,000.00
	f. 8" Restrained Couplings (HDPE to C900)	4	EA	$1,870.00	$7,480.00	$4,025.00	$16,100.00	$7,500.00	$30,000.00
	g. 6" DIMJ Cap/Plug	2	EA	$276.00	$552.00	$270.00	$540.00	$3,000.00	$6,000.00
	h. 4" DIMJ Cap	3	EA	$216.00	$648.00	$190.00	$570.00	$2,750.00	$8,250.00
	i. 6"x6"x6" DIMJ Wye	1	EA	$816.00	$816.00	$930.00	$930.00	$5,000.00	$5,000.00
	j. 6" Couplings	1	EA	$483.00	$483.00	$7,435.00	$7,435.00	$4,000.00	$4,000.00
	k. 4" Couplings	2	EA	$369.00	$738.00	$3,500.00	$7,000.00	$3,950.00	$7,900.00
	l. 6"x8" DIMJ Reducer Coupler	1	EA	$505.00	$505.00	$520.00	$520.00	$5,000.00	$5,000.00
3.	**TRENCH PLUGS**	5	EA	$350.00	$1,750.00	$605.00	$3,025.00	$100.00	$500.00
4.	**CONCRETE MANHOLES**								
	a. 4' Diameter Doghouse Manhole	1	EA	$8,830.00	$8,830.00	$9,700.00	$9,700.00	$20,000.00	$20,000.00
	b. 5' Diameter Doughouse Manhole (FM)	1	EA	$14,750.00	$14,750.00	$10,000.00	$10,000.00	$25,000.00	$25,000.00
5.	**MANHOLE FRAME AND COVERS**								
	a. Standard	1	EA	$2,100.00	$2,100.00	$1,110.00	$1,110.00	$2,000.00	$2,000.00
	b. Watertight	1	EA	$1,430.00	$1,430.00	$1,650.00	$1,650.00	$3,750.00	$3,750.00
6.	**CONCRETE THRUST BLOCKING/ ENCASEMENT/CRADLE**	5	CY	$1,675.00	$8,375.00	$400.00	$2,000.00	$1,950.00	$9,750.00
7.	**CURB & GUTTER**	25	LF	$338.00	$8,450.00	$250.00	$6,250.00	$450.00	$11,250.00
8.	**RESTORATION OF TRENCHED AREA**								
	a. Type A - Concrete Sidewalks/Driveways	6	SY	$916.00	$5,496.00	$525.00	$3,150.00	$500.00	$3,000.00
	b. Type B - Crushed Stone Stabilzation	0	SY	$0.00	$0.00	$125.00	$0.00	$50.00	$0.00
	c. Type C - Bituminous Municipal Streets/ Driveways	667	SY	$196.00	$130,732.00	$132.00	$88,044.00	$200.00	$133,400.00
	d. Type D - Grass and Lawn (Topsoil, Seeding, Mulching)	1,400	LF	$11.00	$15,400.00	$9.00	$12,600.00	$25.00	$35,000.00
9.	**PRESSURE SEWER FLUSHING ASSEMBLY**	5	EA	$12,930.00	$64,650.00	$19,000.00	$95,000.00	$25,000.00	$125,000.00
10.	**AIR RELEASE VALVE ASSEMBLY**	2	EA	$14,425.00	$28,850.00	$14,800.00	$29,600.00	$38,000.00	$76,000.00

CHARLES TOWN UTILITY BOARD
GREENFIELD FORCE MAIN AND
SAMUEL STREET FLOW METER

Bid Receipt: August 26, 2026 at 10:00 AM

					Snyder Environmental, LLC 270 Industrial Boulevard Kearneysville, WV 25430		D&M Contracting, Inc. D.B.A. Paramount Contracting, Inc. 1868 Lions Club Road New Alexandria, PA 15670		Terra Works, Inc. 49 S. Sheridan Road Clarion, PA 16214	
11.	**SELECT BACKFILL**	500	CY		$45.00	$22,500.00	$67.00	$33,500.00	$150.00	$75,000.00
12.	**WASTEWATER SUBMERSIBLE PUMP STATION MODIFICATIONS**									
	a. Greenfield Pump Station	JOB	JOB		LS	$283,220.00	LS	$313,000.00	LS	$725,000.00
	b. Samuel Street Pump Station	JOB	JOB		LS	$98,610.00	LS	$225,000.00	LS	$700,000.00
13.	**MOBILIZATION/DEMOBILIZATION, BONDS AND INSURANCE**	JOB	JOB		LS	$94,000.00	LS	$96,500.00	LS	$256,000.00
14.	**MAINTENANCE AND PROTECTION OF VEHICULAR TRAFFIC**	JOB	JOB		LS	$28,560.00	LS	$35,000.00	LS	$150,000.00
15.	**EROSION & SEDIMENT CONTROL**	JOB	JOB		LS	$10,260.00	LS	$20,000.00	LS	$125,000.00
16.	**FLOW MANAGEMENT DURING CONSTRUCTION**	JOB	JOB		LS	$75,360.00	LS	$78,180.00	LS	$350,000.00
17.	**EXPLORATORY EXCAVATION FOR MISS UTILITIES**	5	CY		$3,250.00	$16,250.00	$575.00	$2,875.00	$1,000.00	$5,000.00
18.	**WVDOH BONDS/INSPECTION/ INSURANCE (ALLOWANCE)**	JOB	JOB		LS	$4,000.00	LS	$4,000.00	LS	$4,000.00
19.	**TESTING LABORATORY SERVICES (ALLOWANCE)**	JOB	JOB		LS	$5,000.00	LS	$5,000.00	LS	$5,000.00
20.	**PIPELINE MARKER POSTS**	10	EA		$173.00	$1,730.00	$150.00	$1,500.00	$1,005.00	$10,050.00
21.	**PROJECT SIGN**	1	EA		$4,375.00	$4,375.00	$3,000.00	$3,000.00	$8,501.00	$8,501.00
22.	**MANHOLE INTERIOR EPOXY COATING**	2	EA		$4,320.00	$8,640.00	$3,975.00	$7,950.00	$15,000.00	$30,000.00
23.	**ROCK EXCAVATION**	500	CY		$478.00	$239,000.00	$100.00	$50,000.00	$395.00	$197,500.00
	TOTAL BID PRICE (Item Nos. 1 through 23)					**$1,897,438.00**	*	**$1,933,000.00**		**$4,991,991.00**

***Denotes Bid Price Correction**

CHARLES TOWN UTILITY BOARD

Wednesday, September 9, 2026

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

Collection System Project - Authorized Representative(s) Resolution

Attachments:

Authorized Resolution.pdf
Authorized Resolution Dual.pdf

AUTHORIZING RESOLUTION

At the _____ meeting of the _____ held on
regularly scheduled or special | Government Entity

_____, 20___, _____, has been duly authorized to act
Newly Authorized Person

on and sign on behalf of the _____ any and all federal and state actions
Government Entity

as they relate to planning, design, and/or construction of _____

_____.
description of project

This motion being duly presented and seconded, has been adopted by a _____
quorum or majority

vote and therefore _____ may sign all such documents relative to
Newly Authorized Person

wastewater facilities on behalf of _____ .
Government Entity

Newly Authorized Representative _____
Signature Date

_____
Title

ATTESTED BY:

[Seal] _____ Clerk/Recorder/Secretary
Signature Date

(Attach copy of minutes from meeting.)

DUAL AUTHORIZING RESOLUTION

At the _____ meeting of the _____ held on
regularly scheduled or special — Government Entity

_____, 20___, _____, has been duly authorized to act
Newly Authorized Person

on and sign on behalf of the _____ any and all federal and state actions
Government Entity

as they relate to planning, design, and/or construction of _____

_____.
description of project

In addition, _____, has been duly authorized to act on and sign
Secondary Authorized Person

on behalf of the _____ in the absence of the authorized representative
Government Entity

named above for a period not to exceed _____.
length of time in months

This motion being duly presented and seconded, has been adopted by a _____
quorum or majority

vote and therefore _____ or _____ may sign all
Newly Authorized Person — Secondary Authorized Person

such documents relative to wastewater facilities on behalf of _____ .
Government Entity

Newly Authorized Representative _____
Signature Date

_____
Title

Secondary Authorized Representative _____
Signature Date

_____
Title

ATTESTED BY:

[Seal] _____ Clerk/Recorder/Secretary
Signature Date

(Attach copy of minutes from meeting.)

CHARLES TOWN UTILITY BOARD

Wednesday, September 9, 2026

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

Maintenance Building Project - Resolution No. 1, Pay App. No. 1

Attachments:

Maintenance Building Project - Resolution No. 1 Pay App No. 1.pdf

CHARLES TOWN UTILITY BOARD
MAINTENANCE BUILDING PROJECT

RESOLUTION NO. 1
CONTRACTOR'S APPLICATION FOR PAYMENT NO. 1

RESOLUTION OF THE CHARLES TOWN UTILITY BOARD APPROVING CONTRACTOR'S APPLICATION FOR PAYMENT NO. 1 FOR THE MAINTENANCE BUILDING PROJECT AND AUTHORIZING PAYMENT THEREOF

WHEREAS, the Charles Town Utility Board (CTUB) has received Contractor's Application for Payment No. 1 from W. Harley Miller Contractors, Inc. for work completed on the Maintenance Building Project; and

WHEREAS, the application for payment has been reviewed in accordance with the Contract Documents and is recommended for payment; and

WHEREAS, the Maintenance Building Project is a shared CTUB project funded equally from the Water and Sewer Renewal & Replacement accounts.

NOW, THEREFORE, BE IT RESOLVED, by the Charles Town Utility Board that Contractor's Application for Payment No. 1, as summarized below, is hereby approved and payment is authorized as follows:

Vendor	Water Fund (50%)	Sewer Fund (50%)	Total Approved for Payment
W. Harley Miller Contractors, Inc.	$13,500.00	$13,500.00	$27,000.00
TOTAL	**$13,500.00**	**$13,500.00**	**$27,000.00**

ADOPTED BY the Charles Town Utility Board at its meeting held on the 9th day of September, 2026.

By: _____
Micheal George, Chairman

AIA® Document G702™ – 1992

Application and Certificate for Payment

TO OWNER:
Charles Town Utility Board
661 South George Street
Charles Town WV 25414

PROJECT:
Charles Town Maintenance Building
832 South George Street
Charles Town WV 25414

APPLICATION NO: 1
PERIOD TO: 8/31/2026
CONTRACT FOR:
CONTRACT DATE: 7/8/2026
PROJECT NOS: / /

Distribution to:
OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

FROM CONTRACTOR:
W Harley Miller Contractors, Inc.
P.O Box 945
Martinsburg WV 25402

VIA ARCHITECT:
Gwinn, Dobson & Foreman, Inc.
3121 Fairway Drive
Altoona PA 16602

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
AIA Document G703™, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM	$	1,367,000.00
2. NET CHANGE BY CHANGE ORDERS	$	0.00
3. CONTRACT SUM TO DATE *(Line 1 ± 2)*	$	1,367,000.00
4. TOTAL COMPLETED & STORED TO DATE *(Column G on G703)*	$	30,000.00
5. RETAINAGE:		
a. 10.00 % of Completed Work *(Columns D + E on G703)*	$	3,000.00
b. 0.00 % of Stored Material *(Column F on G703)*	$	0.00
Total Retainage *(Lines 5a + 5b, or Total in Column I of G703)*	$	3,000.00
6. TOTAL EARNED LESS RETAINAGE *(Line 4 minus Line 5 Total)*	$	27,000.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT *(Line 6 from prior Certificate)*	$	0.00
8. CURRENT PAYMENT DUE	$	27,000.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE *(Line 3 minus Line 6)*	$	1,340,000.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$ 0.00	$ 0.00
Total approved this month	$ 0.00	$ 0.00
TOTAL	$	$ 0.00
NET CHANGES by Change Order	$	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:
By: _____ Date: 8/31/26
State of: West Virginia
County of: Berkeley
Subscribed and sworn to before me this 31st day of August 2026
Notary Public: Megan Schoolfield
My commission expires: May 6, 2027

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Megan E. Schoolfield
W Harley Miller Contractors Inc.
1193 Hedgesville Rd.
Martinsburg, WV 25403
My Commission Expires May 6, 2027

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... $ 27,000.00
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:
By: Christopher M. Eckenrode Date: 9-1-2026

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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AIA® Document G703™ – 1992

Continuation Sheet

AIA Document G702™–1992, Application and Certificate for Payment, or G732™–2009, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.
In tabulations below, amounts are in US dollars.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 1
APPLICATION DATE: 8/31/2026
PERIOD TO: 8/31/2026
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED *(Not in D or E)*	TOTAL COMPLETED AND STORED TO DATE *(D+E+F)*	% *(G ÷ C)*	BALANCE TO FINISH *(C – G)*	RETAINAGE *(If variable rate)*
			FROM PREVIOUS APPLICATION *(D + E)*	THIS PERIOD					
001	Bonds & Insurance	30,000.00	0.00	30,000.00	0.00	30,000.00	100.00	0.00	3,000.00
002	Supervision	24,500.00	0.00	0.00	0.00	0.00	0.00	24,500.00	0.00
003	General Conditions	20,000.00	0.00	0.00	0.00	0.00	0.00	20,000.00	0.00
004	Temporary Facilities	18,500.00	0.00	0.00	0.00	0.00	0.00	18,500.00	0.00
005	Concrete- Footers	29,000.00	0.00	0.00	0.00	0.00	0.00	29,000.00	0.00
006	Concrete- Slab	85,500.00	0.00	0.00	0.00	0.00	0.00	85,500.00	0.00
007	Carpentry- Rough Carpentry	20,900.00	0.00	0.00	0.00	0.00	0.00	20,900.00	0.00
008	Carpentry- Building Framing	130,000.00	0.00	0.00	0.00	0.00	0.00	130,000.00	0.00
009	Carpentry- Interior Sheathing	10,000.00	0.00	0.00	0.00	0.00	0.00	10,000.00	0.00
010	Insulation	15,000.00	0.00	0.00	0.00	0.00	0.00	15,000.00	0.00
011	Roofing- Standing Seam Metal	120,000.00	0.00	0.00	0.00	0.00	0.00	120,000.00	0.00
012	Caulking & Joint Sealants	2,000.00	0.00	0.00	0.00	0.00	0.00	2,000.00	0.00
013	Overhead Coiling Doors	56,000.00	0.00	0.00	0.00	0.00	0.00	56,000.00	0.00
014	Aluminum Windows- Shop Drawings	1,500.00	0.00	0.00	0.00	0.00	0.00	1,500.00	0.00
015	Aluminum Windows- Windows/Glazing	8,500.00	0.00	0.00	0.00	0.00	0.00	8,500.00	0.00
	GRAND TOTAL								

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101210ACD44

AIA Document G703™ – 1992

Continuation Sheet

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APPLICATION DATE: 1
PERIOD TO: 8/31/2026
ARCHITECT'S PROJECT NO: 8/31/2026

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ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (Not in D or E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C – G)	RETAINAGE (If variable rate)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
016	Aluminum Windows- Fabrication	500.00	0.00	0.00	0.00	0.00	0.00	500.00	0.00
017	Aluminum Windows- Installation	2,600.00	0.00	0.00	0.00	0.00	0.00	2,600.00	0.00
018	Aluminum Windows- Caulking	1,500.00	0.00	0.00	0.00	0.00	0.00	1,500.00	0.00
019	Doors, Frames & Hardware	19,500.00	0.00	0.00	0.00	0.00	0.00	19,500.00	0.00
020	Drywall Systems	7,500.00	0.00	0.00	0.00	0.00	0.00	7,500.00	0.00
021	Painting	3,000.00	0.00	0.00	0.00	0.00	0.00	3,000.00	0.00
022	Acoustical Ceilings	1,500.00	0.00	0.00	0.00	0.00	0.00	1,500.00	0.00
023	PVC Liner Panels	19,500.00	0.00	0.00	0.00	0.00	0.00	19,500.00	0.00
024	Signage	1,500.00	0.00	0.00	0.00	0.00	0.00	1,500.00	0.00
025	Toilet Compartments	2,500.00	0.00	0.00	0.00	0.00	0.00	2,500.00	0.00
026	Toilet Accessories	3,000.00	0.00	0.00	0.00	0.00	0.00	3,000.00	0.00
027	Fire Protection	2,500.00	0.00	0.00	0.00	0.00	0.00	2,500.00	0.00
028	Casework	8,000.00	0.00	0.00	0.00	0.00	0.00	8,000.00	0.00
029	Plumbing	109,500.00	0.00	0.00	0.00	0.00	0.00	109,500.00	0.00
030	Mechanical	111,500.00	0.00	0.00	0.00	0.00	0.00	111,500.00	0.00
	GRAND TOTAL								

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AIA® Document G703™ – 1992

Continuation Sheet

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PERIOD TO: 8/31/2026
ARCHITECT'S PROJECT NO:

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ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (Not in D or E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C – G)	RETAINAGE (If variable rate)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
031	Electrical	170,000.00	0.00	0.00	0.00	0.00	0.00	170,000.00	0.00
032	Site Work	118,500.00	0.00	0.00	0.00	0.00	0.00	118,500.00	0.00
033	Sidework	1,500.00	0.00	0.00	0.00	0.00	0.00	1,500.00	0.00
034	Clear & Grub	9,500.00	0.00	0.00	0.00	0.00	0.00	9,500.00	0.00
035	Erosion & Sediment Control	9,000.00	0.00	0.00	0.00	0.00	0.00	9,000.00	0.00
036	Landscape Plantings	6,500.00	0.00	0.00	0.00	0.00	0.00	6,500.00	0.00
037	Retaining Walls	7,000.00	0.00	0.00	0.00	0.00	0.00	7,000.00	0.00
038	Mobilization/General Conditions	38,000.00	0.00	0.00	0.00	0.00	0.00	38,000.00	0.00
039	Paving	64,500.00	0.00	0.00	0.00	0.00	0.00	64,500.00	0.00
040	Sanitary Sewar	61,000.00	0.00	0.00	0.00	0.00	0.00	61,000.00	0.00
041	Water	6,000.00	0.00	0.00	0.00	0.00	0.00	6,000.00	0.00
042	Allowance #1	10,000.00	0.00	0.00	0.00	0.00	0.00	10,000.00	0.00
	GRAND TOTAL	1,367,000.00	0.00	30,000.00	0.00	30,000.00	2.19	1,337,000.00	3,000.00

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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CHARLES TOWN UTILITY BOARD

MAINTENANCE BUILDING PROJECT

PROJECT BUDGET & EXPENDITURE SCHEDULE

Report Date	September 9, 2026	**Resolution**	Resolution No. 1
Project Type	Shared — Water / Sewer	**Pay Application**	No. 1
Funding Source	Water & Sewer Renewal & Replacement Accounts	**Allocation**	50% Water / 50% Sewer

A. PROJECT BUDGET & EXPENDITURES

Project Component	Approved Budget	Approved Adjustments	Current Budget	Paid Prior	Current Payment	Paid to Date	Remaining Budget
CONSTRUCTION							
Construction Contract	$1,367,000.00	-	$1,367,000.00	-	$27,000.00	$27,000.00	$1,340,000.00
CONTINGENCY							
Construction Contingency (5%)	$68,350.00	-	$68,350.00	-	-	-	$68,350.00
ENGINEERING SERVICES							
a.) Conceptual & Final Design	$60,200.00	-	$60,200.00	$60,200.00	-	$60,200.00	-
b.) Geotechnical Services	$8,000.00	-	$8,000.00	$8,000.00	-	$8,000.00	-
c.) Construction Administration	$30,000.00	-	$30,000.00	$1,535.80	-	$1,535.80	$28,464.20
d.) RPR Services	$90,000.00	-	$90,000.00	-	-	-	$90,000.00
OTHER PROJECT COSTS							
Permits — City of Charles Town	$3,530.10	-	$3,530.10	$3,530.10	-	$3,530.10	-
TOTAL PROJECT COSTS	**$1,627,080.10**	**-**	**$1,627,080.10**	**$73,265.90**	**$27,000.00**	**$100,265.90**	**$1,526,814.20**

B. SOURCES OF FUNDS

Funding Source	Approved Funding	Approved Adjustments	Current Funding	Paid Prior	Current Payment	Paid to Date	Remaining Funding
Water Renewal & Replacement Account — 50%	$813,540.05	-	$813,540.05	$36,632.95	$13,500.00	$50,132.95	$763,407.10
Sewer Renewal & Replacement Account — 50%	$813,540.05	-	$813,540.05	$36,632.95	$13,500.00	$50,132.95	$763,407.10
TOTAL FUNDING	**$1,627,080.10**	**-**	**$1,627,080.10**	**$73,265.90**	**$27,000.00**	**$100,265.90**	**$1,526,814.20**

C. CURRENT CONSTRUCTION CONTRACT STATUS

Original Construction Contract	$1,367,000.00
Approved Change Orders	-
Current Construction Contract	$1,367,000.00
Paid Prior to Pay Application No. 1	-
Pay Application No. 1	$27,000.00
Paid Including Pay Application No. 1	$27,000.00
Construction Contract Balance	**$1,340,000.00**

D. PROJECT NOTES

06/10/2026 — Construction contract awarded to W. Harley Miller Contractors, Inc. in the amount of $1,367,000.00.

Project is funded equally from the Water and Sewer Renewal & Replacement accounts.

Budget adjustments are recorded only when the approved project budget changes; routine payments do not revise the approved budget.

CHARLES TOWN UTILITY BOARD

Wednesday, September 9, 2026

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

Quote to Repair 135 Excavator Hammer

Attachments:

Repair Estimate.PDF

JAMES RIVER EQUIPMENT
www.jamesriverequipment.com

James River Equipment - Winchester
245 Yardmaster Court
Stephenson, VA 22656
Phone: (540) 667-9777
Fax: (540) 667-9441

JOHN DEERE

Ship To: IN STORE PICKUP

Branch: 06 - WINCHESTER		
Date: 08/25/2026	Time: 12:12:15 (O)	Page: 1
Account No: CHARL011	Phone No: 3047252311	Est No: 04 020876
Ship Via: W43600	Purchase Order: NEED	
Tax ID No:		
	Salesperson: CD7	

Bill To: CITY OF CHARLES TOWN UTILITY BOARD
661 S. GEORGE ST., SUITE 101
EMAIL
CHARLES TOWN WV 25414

ESTIMATE EXPIRY DATE: 09/24/2026

SERVICE ESTIMATE - NOT AN INVOICE

********* Segment 01 *********

Stock #: 6001158 MB1000/ATLAS COPCO/LUBE/1 MS #: DEQ151325
Make: AT Model: BREAKER
Is to have the following work done

REBUILD BREAKER AND REPLACE PLASTIC KIT

Part#	Description	Qty	Price	Amount
3363094367	BUSHING KIT	1	3396.94	3396.94
3363087919	PLASTIC	1	1734.50	1734.50
3363123137	SEAL KIT	1	517.48	517.48
3363119646	CHISEL (CROSS)	1	2189.92	2189.92
8011	INBOUND FREIGHT	1	375.00	375.00

Parts:	8213.84
Labor:	2520.00
Subtotal:	10733.84

Authorization: _____

********* Segment 02 *********

REPAIR BREAKER CASE

Part#	Description	Qty	Price	Amount
MSC3941	WELD SUPPLIES	1	50.00	50.00

MISCELLANEOUS CHARGES:

Description	Price	Amount
MISC SVC PARTS	196.00	196.00
ENVIROMENTAL CHARGE	238.00	238.00

Parts:	50.00
Labor:	480.00

Thank You For Your Business!

JAMES RIVER EQUIPMENT
www.jamesriverequipment.com

James River Equipment - Winchester
245 Yardmaster Court
Stephenson, VA 22656
Phone: (540) 667-9777
Fax: (540) 667-9441

JOHN DEERE

Ship To: IN STORE PICKUP

Bill To: CITY OF CHARLES TOWN UTILITY BOARD
661 S. GEORGE ST., SUITE 101
EMAIL
CHARLES TOWN WV 25414

Branch		
06 - WINCHESTER		
Date	Time	Page
08/25/2026	12:12:15 (O)	2
Account No	Phone No	Est No 04
CHARL011	3047252311	020876
Ship Via	Purchase Order	
W43600	NEED	
Tax ID No		
	Salesperson	
	CD7	

ESTIMATE EXPIRY DATE: 09/24/2026

SERVICE ESTIMATE - NOT AN INVOICE

Miscellaneous:	434.00
Subtotal:	964.00

Authorization: _____

********* Segment 03 *********

DIAG FOR BREAKER REPAIRS

Labor:	1080.00
Subtotal:	1080.00

Authorization: _____

Parts:	8263.84
Labor:	4080.00
Miscellaneous:	434.00
TOTAL:	12777.84

Thank You For Your Business!

CHARLES TOWN UTILITY BOARD

Wednesday, September 9, 2026

Regular Meeting

661 South George Street
Charles Town, WV 25414

Utility Manager Report

CHARLES TOWN UTILITY BOARD

Wednesday, September 9, 2026

Regular Meeting

661 South George Street
Charles Town, WV 25414

Chairman Report

CHARLES TOWN UTILITY BOARD

Wednesday, September 9, 2026

Regular Meeting

661 South George Street
Charles Town, WV 25414

Engineering Report

CHARLES TOWN UTILITY BOARD

Wednesday, September 9, 2026

Regular Meeting

661 South George Street
Charles Town, WV 25414

September 9, 2026

Attachments:

Board Report 09.09.26.pdf

Totals by Year-Fund

Fund Description	Fund	Expend Total	Revenue Total	G/L Total	Total
Water	6-50	$337.50	$0.00	$0.00	$337.50
Sewer	6-60	$337.50	$0.00	$0.00	$337.50
	Year Total:	$675.00	$0.00	$0.00	$675.00
Water	7-50	$63,501.62	$0.00	$45,922.43	$109,424.05
Sewer	7-60	$48,122.16	$0.00	$85,425.85	$133,548.01
	Year Total:	$111,623.78	$0.00	$131,348.28	$242,972.06
Water	X-50	$157,479.00	$0.00	$0.00	$157,479.00
Total Of All Funds:		$269,777.78	$0.00	$131,348.28	$401,126.06

Totals by Fund

Fund Description	Fund	Expend Total	Revenue Total	G/L Total	Total
Water	50	$221,318.12	$0.00	$45,922.43	$267,240.55
Sewer	60	$48,459.66	$0.00	$85,425.85	$133,885.51
Total Of All Funds:		$269,777.78	$0.00	$131,348.28	$401,126.06

This Packet: $ 401,126.06
Cummins Inc, check dated 8/26/2026: 800.20
Security Deposit Refunds, checks dated 9/09/2026: 1,841.95

Total: $ 403,768.21

TOTAL PAGES: 5

APPROVED BY: _____

APPROVED BY: _____

Vendor # / P.O. #	PO Date	*Name* / Description	Status	Amount	Void Amount	Contract	PO Type
STONE005		STONER ENTERPRISES INC	*Account Continued*				
TMOBI005		T-MOBILE					
I2700188	08/21/26	MONTHLY CELL SERVICE	Open	$589.00	$0.00		
CITHO005		THE CI THORNBURG CO, INC.					
P2700115	08/28/26	CHEMICALS AT WTP	Open	$3,881.58	$0.00		
P2700124	09/04/26	5/8"X3/4" SRII METERS	Open	$9,900.00	$0.00		
			Vendor Total:	**$13,781.58**			
THOMA005		THOMAS NALLS					
I2700216	09/09/26	SEP TANK LOT RENT	Open	$4,192.53	$0.00		
USBAN005		U.S. BANK					
I2700214	08/31/26	PCARD 9146	Open	$19,507.46	$0.00		
WINCH030		WINCHESTER NOLAND CO.					
I2700202	08/26/26	BLEACH	Open	$169.32	$0.00		
WIREL005		WIRELESS NETWORKS GROUP, INC					
I2700195	08/31/26	MISC SVCS, AUG	Open	$4,637.50	$0.00		
WVAME005		WV AMERICAN WATER					
I2700204	08/20/26	SHUTOFFS, RECONNECTS	Open	$1,420.00	$0.00		
I2700205	09/01/26	USAGE DATA - 3,532	Open	$706.40	$0.00		
			Vendor Total:	**$2,126.40**			
WVASS005		WV ASSOC OF COUNTIES GROUP					
I2700196	09/01/26	QUARTERLY	Open	$102,001.00	$0.00		
WVBUR010		WV BUREAU OF PUBLIC HEALTH					
I2700208	09/09/26	D.TITUS CLSS C & S WW RNWL	Open	$100.00	$0.00		
WVDEP005		WV DEPT OF HEALTH & HUMAN SVCS					
I2700189	08/18/26	BACTERIOLOGICAL TEST	Open	$115.00	$0.00		
I2700190	08/19/26	BACTERIOLOGICAL TEST	Open	$161.00	$0.00		
I2700191	08/20/26	BACTERIOLOGICAL TEST	Open	$23.00	$0.00		
I2700192	08/21/26	BACTERIOLOGICAL TEST	Open	$115.00	$0.00		
			Vendor Total:	**$414.00**			
XYLEM020		XYLEM WATER SOLUTIONS U.S					
P2700079	08/17/26	SUBMERSIBLE DEWATERING PUMP	Open	$985.00	$0.00		

Total Purchase Orders: 80 Total P.O. Line Items: 0 Total List Amount: $401,126.06 Total Void Amount: $0.00

Vendor # / P.O. #	PO Date	*Name* / Description	Status	Amount	Void Amount	Contract	PO Type
KAYCA005		KAY CASTO & CHANEY PLLC					
I2700179	08/25/26	CIF PSC CASE: THRU 7/31/26	Open	$643.10	$0.00		
I2700180	08/27/26	GENERAL: THRU 7/31/26	Open	$4,890.00	$0.00		
I2700181	08/27/26	CS PROJECT: THRU 7/31/26	Open	$360.00	$0.00		
I2700182	08/27/26	PSC CASE: THRU 7/31/26	Open	$846.00	$0.00		
I2700183	08/27/26	FOIA REQUESTS: THRU 7/31/26	Open	$900.00	$0.00		
I2700207	08/27/26	CIF MATTERS: THRU 7/31/26	Open	$90.00	$0.00		
			Vendor Total:	**$7,729.10**			
MCKIN005		MCKINNEYS AUTO REPAIR & TOWING					
P2700118	09/02/26	STATE INSP, FIX TAIL LIGHT WTP	Open	$460.72	$0.00		
P2700122	09/03/26	OIL CHANGE, INSP, MISC REPAIRS	Open	$716.07	$0.00		
			Vendor Total:	**$1,176.79**			
MGLPR005		MGL PRINTING SOLUTIONS					
P2700123	09/04/26	W-2 FORMS	Open	$64.00	$0.00		
MIDAT005		MID ATLANTIC STORAGE SYSTEMS					
P2600210	05/20/26	LOCUST TANK CLEANING & REHAB	Open	$156,654.00	$0.00		
PATTO005		PATTON BUILDING SERVICES					
I2700200	08/31/26	CLEANING AUG	Open	$533.00	$0.00		
PETTY005		PETTY CASH @ 661 S GEORGE					
I2700184	09/09/26	MISC RECEIPTS	Open	$232.96	$0.00		
PORTA005		PORTABLE WATER SYSTEMS LLC					
P2600211	05/20/26	LOCUST - TEMP STORAGE TANKS	Open	$825.00	$0.00		
RAILR005		RAILROAD MGMT CO, IV LLC					
I2700185	08/24/26	RANSON, PIPE WA LICENSE FEES	Open	$683.56	$0.00		
WAKEF005		REVCO SOLUTIONS					
I2700201	08/31/26	AUG COLLECTIONS	Open	$191.85	$0.00		
ROYAL005		ROYAL FILTER MFG. CO., INC.					
P2700110	08/27/26	FILTERS-ROOTS BLOWERS CYWWTP	Open	$328.62	$0.00		
SHENA010		SHENANDOAH AIR CONDITIONING					
P2700091	08/25/26	SRV AC IN ELECTRICAL RM-WTP	Open	$109.00	$0.00		
SHENA005		SHENANDOAH SALES & SERVICE INC					
P2700085	08/20/26	MISC VEHICLE REPAIRS	Open	$402.80	$0.00		
SNYDE005		SNYDER ENVIRONMENTAL SERVICES					
P2700089	08/25/26	ELECTRICAL BOX FOR OMNI-BEA PS	Open	$1,080.00	$0.00		
STONE005		STONER ENTERPRISES INC					
I2700186	08/24/26	COOLER RENTAL@ 661 S GEORGE ST	Open	$15.55	$0.00		
I2700187	08/31/26	SVC@ 661 S GEORGE ST	Open	$159.91	$0.00		
			Vendor Total:	**$175.46**			

Vendor # / P.O. #	PO Date	*Name* / Description	Status	Amount	Void Amount	Contract	PO Type
DOANL005		DOANLD T ROHEL					
I2700215	09/09/26	REIMBURSE: PLUMBING & PAVING	Open	$4,440.77	$0.00		
DODSO010		DODSON SEPTIC SERVICES, LLC					
P2700117	08/31/26	PUMP VARIOUS LIFT STATIONS	Open	$1,400.00	$0.00		
FCIGR005		FCI GROUP LLC					
P2700113	08/28/26	TIRES-MAINTENANCE TRUCK	Open	$1,056.44	$0.00		
GTRIP005		G & TRIPLE T LLC					
P2700097	08/25/26	EMG SRV CALL-CRANES PS	Open	$475.00	$0.00		
GERAL005		GERALD TAYLOR CO., INC.					
I2700175	08/24/26	PUMP / TRANSPORT	Open	$1,754.48	$0.00		
I2700176	08/24/26	TRANSPORT	Open	$940.80	$0.00		
I2700177	08/26/26	PUMP / TRANSPORT	Open	$615.88	$0.00		
			Vendor Total:	**$3,311.16**			
GUTTM005		GUTTMAN ENERGY					
I2700178	08/23/26	W/E 8/23/26	Open	$3,441.01	$0.00		
I2700199	08/30/26	W/E 8/30/26	Open	$1,911.81	$0.00		
			Vendor Total:	**$5,352.82**			
HDSUP005		HD SUPPLY INC					
P2700023	07/14/26	MISC WTP	Open	$86.70	$0.00		
P2700094	08/25/26	WATER MISC	Open	$368.94	$0.00		
P2700095	08/25/26	SCALE-WTP	Open	$1,636.75	$0.00		
P2700116	08/31/26	REPLACEMENT CL17 ANALYZER- WTP	Open	$7,078.00	$0.00		
P2700121	09/03/26	MISC FOR SAMPLING AT WWTP	Open	$2,058.94	$0.00		
			Vendor Total:	**$11,229.33**			
INTEL005		INTELLIPOINT TECHNOLOGIES					
P2600265	06/18/26	DUO MULTIFACTOR AUTHENTICATION	Open	$675.00	$0.00		
INWOO005		INWOOD QUARRY, INC.					
I2700206	08/24/26	C2 & I10 PICKUPS: 8/24/26	Open	$1,864.82	$0.00		
IRONM005		IRON MOUNTAIN, INC					
I2700203	08/31/26	SHREDDING, STORAGE	Open	$1,752.30	$0.00		
I2700209	07/31/26	SHREDDING, STORAGE	Open	$1,972.79	$0.00		
			Vendor Total:	**$3,725.09**			
JAMES005		JAMES RIVER EQUIPMENT					
P2700114	08/28/26	SRV ON 135 AND 60 EXC-MAINT	Open	$3,926.75	$0.00		
JASON005		JASON HARRIS					
P2700092	08/25/26	TREE REMOVAL-TUSC	Open	$1,500.00	$0.00		
JPRFB005		JP & RF BURNS PARTNERSHIP					
I2700193	08/31/26	AUG LOADS - 16	Open	$2,944.00	$0.00		

Charles Town Utility Board
Purchase Order Listing By Vendor Name

Ranges	Item Status	Purchase Types	Misc
Range: *First to Last*	***Open:*** *N*	***Bid:*** *Y*	***P.O. Type:*** *All*
Rcvd Batch Id Range: *First to Last*	***Void:*** *N*	***State:*** *Y*	***Format:*** *Condensed*
Paid Date Range: *09/09/26 to 09/09/26*	***Paid:*** *Y*	***Other:*** *Y*	***Include Non-Budgeted:*** *Y*
	Held: *N*	***Exempt:*** *Y*	***Prior Year Only:*** *N*
	Aprv: *N*		***Vendors:*** *All*
	Rcvd: *N*		

Vendor # / P.O. #	PO Date	*Name* / Description	Status	Amount	Void Amount	Contract	PO Type
AERZE005		AERZEN USA CORP					
P2700088	08/25/26	AIR FILTER CARTRIDGE REPLC	Open	$1,167.09	$0.00		
AMERI015		AMERIGAS PROPANE LP					
I2700213	08/31/26	TANK RENTAL: 266 EDMUND RD	Open	$189.30	$0.00		
BIEDL005		BIEDLER'S ELECTRIC MOTOR REPAI					
P2700105	08/26/26	PULLEY AT TUSC	Open	$182.37	$0.00		
CITYN005		CITY NATIONAL BANK					
I2700194	09/02/26	LOCKBOX SVCS: AUG	Open	$194.96	$0.00		
CITYO030		CITY OF RANSON - SEWER CIFS					
I2700217	08/27/26	RANSON CIFS - SHEN. SPRINGS	Open	$9,750.00	$0.00		
COOLE005		COOLEY PUBLIC STRATEGIES, LLC					
I2700197	09/01/26	SEP 2026 PROFF SVCS	Open	$7,000.00	$0.00		
COREM005		CORE & MAIN INC					
P2700099	08/25/26	STOCK ORDER MAINTENANCE	Open	$545.52	$0.00		
COYNE005		COYNE CHEMICAL INC					
I2700164	08/20/26	MICRO C2000	Open	$2,733.60	$0.00		
I2700198	08/27/26	AMMONIUM SULFATE 40% NSF	Open	$1,935.53	$0.00		
I2700210	08/27/26	CONTAINER RETURNS	Open	10.00-	$0.00		
			Vendor Total:	**$4,659.13**			
CUMMI010		CUMMINS, INC					
P2700070	08/11/26	REPAIRS TO JETTS FARM PS	Open	$2,691.83	$0.00		
DERIC005		DERICK TITUS					
I2700211	09/09/26	PER DIEM: 9/26 - 10/01/26	Open	$170.00	$0.00		
DIWGR005		DIW GROUP, INC					
I2700165	08/25/26	FOUNDRY CENTRE	Open	$507.00	$0.00		
I2700166	08/25/26	KINGS CROSSING	Open	$929.50	$0.00		
I2700167	08/25/26	PRESIDENTS POINTE PHASE 5	Open	$1,352.00	$0.00		
I2700168	08/25/26	HUNTWELL WEST PHASE 3	Open	$4,901.00	$0.00		
I2700169	08/25/26	SHENANDOAH SPRINGS	Open	$169.00	$0.00		
I2700170	08/25/26	NORBORNE GLEBE	Open	$422.50	$0.00		
I2700171	08/25/26	MADISON GREENS	Open	$1,521.00	$0.00		
I2700172	08/25/26	RIVERPOINTE	Open	$1,478.75	$0.00		
I2700173	08/25/26	BEALLAIR	Open	$295.75	$0.00		
I2700174	08/25/26	MEDIA FARMS	Open	$2,408.25	$0.00		
			Vendor Total:	**$13,984.75**			

CHARLES TOWN UTILITY BOARD

Wednesday, September 9, 2026

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

Next Meeting - September 23, 2026 at 4:00 P.M.

Attachments:

Capital Expenditure Report June 2026.pdf
Christine Wimer Public Comment Attachments-Information Only.pdf

CHARLES TOWN UTILITY BOARD

WATER FUND - FY 2026 CAPITAL EXPENDITURE REPORT

As of June 30, 2026

PROJECT	FY 2026 BUDGET	ENCUMBERED	YTD ACTUAL	REMAINING BUDGET
WATER TREATMENT PLANT:				
Unifilt Corp - WTP Plant Filters	$173,500	$173,500	$43,534	$129,966
DISTRIBUTION SYSTEM:				
Portable Water Systems - Huntfield Tank	$27,550	$27,550	$27,550	-
Atlantic Storage Systems - Huntfield Tank Rehab	$78,677	$78,677	$78,677	-
Mid-Atlantic Storage - Locust Hill Tank	$183,529	$183,529	-	$183,529
WATER SUPPLY:				
Greenridge - Raw Water Line Emergency Bypass	$58,079	$58,079	$58,079	-
METERING/AMI:				
Citgo - Meter/Smartpoint Trade-in	$138,242	$138,242	$138,242	-
FLEET/EQUIPMENT:				
Maint Truck & Related Equipment	$80,844	$80,844	$80,844	-
TOTAL CAPITAL	**$740,421**	**$740,421**	**$426,926**	**$313,495**

DISBURSEMENTS - FY 2026

Date	Vendor	Project	Amount
10/28/25	Citgo	Meter/Smartpoint	$36,838
11/19/25	Portable Water Systems	Huntfield Tank	$27,550
12/07/25	Citgo	Meter/Smartpoint	$32,035
12/15/25	Atlantic Storage	Huntfield Tank	$78,677
01/14/26	Unifilt Corporation	WTP Filters	$7,133
02/18/26	Greenridge	Raw Water Line	$58,079
05/06/26	Maint Truck & Equip	Fleet	$80,844
05/20/26	Citgo	Meter/Smartpoint	$69,369
06/10/26	Unifilt Corporation	WTP Filters	$36,401
TOTAL DISBURSEMENTS:			**$426,926**

NOTES

- Capital expenditures are reported in accordance with CTUB's $15,000 capitalization policy.
- $129,966 represents remaining balance on $173,500 contract with Unifilt Corp - $43,534 disbursed in FY 2026.
- $183,529 of Locust Hill Tank balance is carry-over to FY2027.

CHARLES TOWN UTILITY BOARD

SEWER FUND - FY 2026 CAPITAL EXPENDITURE REPORT

As of June 30, 2026

PROJECT	FY 2026 BUDGET	ENCUMBERED	YTD ACTUAL	REMAINING BUDGET
COLLECTION SYSTEM:				
R&R Gravity Sewer	$145,000	$145,000	$145,000	-
Manhole Lining	$50,000	$50,000	$15,710	$34,290
PUMP STATIONS:				
Beallair PS Equip & Installation	$107,050	$107,050	$75,430	$31,620
Wendy's PS New Pump	$16,694	$16,694	$16,694	-
Cranes Lane PS Control Panel	$31,100	$31,100	$31,100	-
Generators	$40,000	$40,000	-	$40,000
WWTP / TREATMENT:				
Ammonium Sensors & Installation	$45,942	$45,942	$45,942	-
Beck SBR Blower Inlet Valves	$38,707	$38,707	-	$38,707
Centrifuge Scroll (Spare)	$233,900	$233,900	$226,850	$7,050
Tuscawilla Plant - New Pump	$31,800	$31,800	-	$31,800
Locust Hill Pond Aerator	$16,400	$16,400	$16,400	-
FLEET/EQUIPMENT:				
Vactor Jetter Truck	$365,594	$365,594	$365,594	-
Jetter Trailer	$27,990	$27,990	$27,990	-
Trucks	$120,000	$120,000	-	$120,000
Specialized Equipment	$30,000	$30,000	-	$30,000
FACILITIES:				
Belt Press Building Enclosure	$25,000	$25,000	$23,420.26	$1,579.74
TOTAL CAPITAL	**$1,325,177**	**$1,325,177**	**$990,130.26**	**$335,046.74**

DISBURSEMENTS - FY 2026

Date	Vendor	Project	Amount
10/21/25	Atlantic Machinery	Jetter Trailer	$27,990
11/13/25	S.R. Harper	Locust Hill Aerator	$16,400
11/21/25	STH Inc.	Wendy's PS Pump	$16,694
11/21/25	Advanced Rehab	Manhole Lining	$15,710
12/11/25	STH Inc. (Pmt 1)	Beallair PS Equip	$33,930
01/18/26	Premiere Contracting	R&R Gravity Sewer	$145,000
01/25/26	STH Inc. (Pmt 2)	Beallair PS Equip	$33,960
02/27/26	STH Inc. (Pmt 3)	Beallair PS Equip	$7,540
04/22/26	Pumpman	Ammonium Sensors	$42,691
05/06/26	S&S Electric	Ammonia Sensor Power	$3,251
05/06/26	Centrisys Corp (30%)	Centrifuge Scroll	$67,380
05/20/26	STH Inc.	Cranes Lane Panel	$31,100
06/30/26	Centrisys Corp	Centrifuge Scroll	$159,470
06/30/26	Premiere Contracting	Belt Press Enclosure	$23,420.26
06/30/26	WV Tractor Company	Vactor Jetter Truck	$365,594
TOTAL DISBURSEMENTS:			**$990,130.26**

NOTES

- Capital expenditures are reported in accordance with CTUB's $15,000 capitalization policy.
- $883,531 carries forward to FY2027 capital budget.
- Centrifuge Scroll (Spare) - line item has been delivered and paid, total cost of $233,900.
- Belt Press Enclosure at CTWWTP - line item completed, total cost $23,420.26.

Applicant:	CHARLES TOWN, CITY OF	Type:	New NPDES/State Storm Water Construction
Reference ID:	Sidewinder Raw Water Line (11/24/2025)	Permit ID:	New/Pending
Certification:	Signature Page		
Status	New	Printed:	Nov. 25, 2025 8:49 AM

BY COMPLETING AND SUBMITTING THIS APPLICATION, I HAVE REVIEWED AND UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS OF THE GENERAL PERMIT ISSUED ON MARCH 6, 2024. I UNDERSTAND THAT PROVISIONS OF THE PERMIT ARE ENFORCEABLE BY LAW. VIOLATION OF ANY TERM AND CONDITION OF THE GENERAL PERMIT AND/OR OTHER APPLICABLE LAW OR REGULATIONS CAN LEAD TO ENFORCEMENT ACTION.

I CERTIFY UNDER PENALTY OF LAW THAT I HAVE PERSONALLY EXAMINED AND AM FAMILIAR WITH THE INFORMATION SUBMITTED ON THIS FORM AND ALL ATTACHMENTS AND THAT, BASED ON MY INQUIRING OF THOSE INDIVIDUALS IMMEDIATELY RESPONSIBLE FOR OBTAINING THE INFORMATION, THE INFORMATION SUBMITTED IS, TO THE BEST OF MY KNOWLEDGE AND BELIEF, TRUE, ACCURATE, AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT I FURTHER UNDERSTAND THAT I WILL BE OPERATING UNDER THE REISSUED STORM WATER GENERAL PERMIT FOR CONSTRUCTION ACTIVITY EFFECTIVE APRIL 6, 2024 AND I AGREE TO ABIDE BY THE TERMS OF THE PERMIT.

OFFICIAL SIGNATURE Kristen Stolipher

Print Name: Kristen Stolipher

Print Title: Utility Manager

Date: 12/3/25

PRIOR TO FILING THIS APPLICATION, YOU MAY WISH TO OBTAIN A COPY OF THE LEGISLATIVE RULES OF THE DEPARTMENT OF ENVIRONMENTAL PROTECTION, TITLE 47, SERIES 26, WATER POLLUTION CONTROL PERMIT FEE SCHEDULE IN ORDER TO DETERMINE THE APPROPRIATE PERMIT APPLICATION FEE REQUIRED TO ACCOMPANY YOUR SUBMISSION OF THIS APPLICATION. YOU CAN OBTAIN A COPY OF THE REGULATION FROM THE SECRETARY OF STATE'S OFFICE, STATE CAPITOL BUILDING, CHARLESTON, WV 25305. HOWEVER, YOU MAY WISH TO USE THE TABLE FOUND IN ITEM V. OF THE ATTACHED INSTRUCTIONS.

YOUR CHECK OR MONEY ORDER FOR THE APPROPRIATE APPLICATION FEE MUST BE MADE PAYABLE TO THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION.

ALL SPILLS OR ACCIDENTAL DISCHARGES ARE REQUIRED TO BE REPORTED IMMEDIATELY TO THE EMERGENCY RESPONSE SPILL ALERT SYSTEM TOLL FREE TELEPHONE NUMBER 1-800-642-3074. CALLS FROM OUT OF STATE SHOULD BE MADE TO 304-348-8899.

Please Print, Sign, Scan and attach this document rather than mailing as a wet ink signature is no longer required.

Applicant:	CHARLES TOWN, CITY OF	Type:	New NPDES/State Storm Water Construction
Reference ID:	Sidewinder Raw Water Line (11/24/2025)	Permit ID:	New/Pending
Certification:	GPP Certification		
Status	New	Printed:	Nov. 25, 2025 2:17 PM

- **The person who can make the managerial and/or financial decisions that are required to implement your plan should be the one signing the certification statement.**

- **Use the following certification statement verbatim.**

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Use the following certification statement verbatim.

Designated Representative: Kristen Stolipher

Title: Utility Manager

Signature: Kristen Stolipher

Date: 12/3/25

Please Print, Sign, Scan and attach this document rather than mailing as a wet ink signature is no longer required.

Current User: public_user
Ref. Id: Sidewinder Raw Water Line (11/24/2025) **App Effective Date:** 10/02/2025

Applicant: CHARLES TOWN, CITY OF
Type: New NPDES/State Storm Water Construction #1
Permit No.: WVR113389

Sections 1 - 3: Project Information

This application is closed

Activities | Attachments | Comments | Instructions

Section 1: Project

Name:

Sidewinder Raw Water Line

Section 2: Applicant

Applicant Name:

CHARLES TOWN, CITY OF

Attention:

KRISTEN STOLIPHER

Address Line 1:

661 S GEORGE ST., SUITE 101

Sort by Description

Address Line 2:

City:

CHARLES TOWN

State:

WV

Postal Code:

25414

PostalCode Ref.

Telephone No.: (###-###-####)

304-724-3280

Fax Number: (###-###-####)

Email Address:

kstolipher@charlestownutilities.us

Country:

United States of America

Section J: GPP Section J

This application is closed

Activities | Attachments | Comments | Instructions

Are there any Sinkholes at the facility?

- **Yes**
- **No**

Please describe how this project complies with WVDEP sinkhole mitigation requirements:

No sinkholes are located along the project path.

1. The location of all sinkholes shall be shown on the existing conditions scale drawing, included with the preliminary plan submission. The edge of the sinkhole is to be considered the last closed contour based on five foot (5') contour mapping.
2. All sinkholes identified prior to construction shall be either remediated or separated from construction by a minimum one hundred-feet (100').
3. Remediation shall be carried out under the direction of a qualified Geologist or Geotechnical Engineer. Mitigation shall be carried out according to the WVDEP Sinkhole Management Guidance Document (August 2005 et. seq.), or other applicable standards as recommended by the G or PE and approved by the WVDEP.
4. Any improvements planned to fall within one hundred feet (100') of any sinkhole (remediated or not), shall require a thorough subsurface investigation conducted by a qualified G or PE to ensure that the planned improvements do not present a threat to human health, safety, or the environment. Should these investigations detect previously unknown sinkhole features, paragraph 2 applies.

Sort by Section

Sinkhole Mitigation shall be carried out according to the WVDEP Sinkhole Mitigation Guidance Document (August 2005, revised 2018), or other applicable standards as recommended by the G or PE and approved by the West Virginia Department of Environmental Protection (WVDEP).

Design Requirements

1. The location of all sinkholes shall be shown on the existing conditions scale drawing, included with the preliminary plan submission. The edge of the sinkhole is to be considered the last closed contour based on five foot (5') contour mapping.
2. All sinkholes identified prior to construction shall be either remediated or separated from construction by a minimum one hundred-feet (100').
3. Remediation shall be carried out under the direction of a qualified Geologist or Geotechnical Engineer. Mitigation shall be carried out according to the WVDEP Sinkhole Management Guidance Document (August 2005 et. seq.), or other applicable standards as recommended by the G or PE and approved by the WVDEP.
4. Any improvements planned to fall within one hundred feet (100') of any sinkhole (remediated or not), shall require a thorough subsurface investigation conducted by a qualified G or PE to ensure that the planned improvements do not present a threat to human health, safety, or the environment. Should these investigations detect previously unknown sinkhole features, paragraph 2 applies.
5. For any subsurface investigations requiring boreholes, such as air track drilling or rock coring, the boreholes must be grouted upon completion. All air track drilling operations used to determine the depth of overburden and continuity of bedrock shall be monitored full-time by a G or PE or other qualified individual.
6. Underground utilities located within one-hundred feet (100') of a karst feature, then a dike of clay or other suitable material shall be placed across the trench at twenty-foot (20') intervals or less along the entire length which passes through the one hundred foot (100') radius, or as directed by a G or PE.
7. Do not apply any fertilizer, pesticides, or other chemicals within at least one-hundred feet (100') of a sinkhole.
8. Immediately (within 24 hours) after disturbing any soil, lightly fertilize, seed, and mulch the area to control erosion. A geotextile may be needed on steep slopes.
9. At least one subsurface cross section should be submitted with the storm water plan, showing confining layers, depth to bedrock, and water table, if encountered. It should extend through the centerline of any proposed impounding storm water facility.
10. Natural karst swales should be protected whenever possible as an effective element in storm water design in karst regions.

Applicant: CHARLES TOWN, CITY OF
Facility: Sidewinder Raw Water Line (11/24/2025)
Type: New NPDES/State Storm Water Construction #1
Permit: WVR113389

Application Comments

Close

Delete	Edit	Section	Date	Comment	Type	From	Created By
		Information: Supplemental Information	05/22/2026	Attachment updated per reviewer comments.	ALL	APPLICANT	PISH, RICHARD JOSEPH
		Section 19 - 20: Permanent Stormwater Management Facility and Public Sign	05/22/2026	Attachment updated per reviewer comments.	ALL	APPLICANT	PISH, RICHARD JOSEPH
		Sections 15 - 18: Site Maps, Discharge Area Maps, Storm Water Management	05/22/2026	Attachment updated per reviewer comments. Per phone conversation with Larry Board 5/22/26, pre, post, and during construction drainage maps do not need to be provided.	ALL	APPLICANT	PISH, RICHARD JOSEPH
		Sections 15 - 18: Site Maps, Discharge Area Maps, Storm Water Management	05/22/2026	Attachment updated per reviewer comments	ALL	APPLICANT	PISH, RICHARD JOSEPH
		Sections 12 - 14: Relative Time Line, Sediment Controls, and Sequence	05/22/2026	Attachment updated per reviewer comments	ALL	APPLICANT	PISH, RICHARD JOSEPH
		Sections 12 - 14: Relative Time Line, Sediment Controls, and Sequence	05/22/2026	Attachment updated per reviewer comments	ALL	APPLICANT	PISH, RICHARD JOSEPH
		Sections 9 - 11: Description of Project, Estimates, and Cubic Yards	05/22/2026	Section 10 - Dates corrected	ALL	APPLICANT	PISH, RICHARD JOSEPH
		Sections 9 - 11: Description of Project, Estimates, and Cubic Yards	04/22/2026	1. Please add permit registration #WVR113389 to the first page of the SWPPP. 2. SWPPP, XI SEQUENCE OF CONSTRUCTION, please add "File a Notice of Termination (NOT) with the WVDEP." 3. Please add permit registration #WVR113389 and Application Date to the public notice sign. 4. Please add pre, post and during construction drainage map showing flow through the job site area with arrows. 5. Please map the public notice sign. 6. SWPPP, Erosion and Sediment Control Legend, please add the Limit of Disturbance (LOD) to the Legend and show on all maps. 7. Please submit this information back through the Electronic Submission System (ESS) within 30 days of receipt of this email. If additional time is needed, please notify this office. Please be aware that approval for General Permit coverage must be obtained prior to construction. If you have any questions, you may email me at robert.d.biller@wv.gov or you may reach me at (304) 926-0499 ext.	ALL	REVIEWER	BILLER, ROBERT DALE

43766

Sections 9 - 11: Description of Project, Estimates, and Cubic Yards	03/20/2026	Please correct the dates listed in Section 10: Estmated Completion Date is currently listed as 12/2025. This is prior to the start date listed for this project.	ALL	REVIEWER	DESPOSITO, LISA MARIE