CHARLES TOWN UTILITY BOARD
AGENDA

WEDNESDAY, SEPTEMBER 23, 2026

Regular Meeting | **393 North Lawrence Street, Charles Town, WV 25414** | **4:00 PM**

CALL TO ORDER

1. **APPROVAL OF MINUTES**
   a. Approval of September 9, 2026 Regular Meeting Minutes
   UB Minutes 09.09.26.pdf

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

   The public is invited to attend this meeting in person or via webcast at the following link:
   Meeting Agendas & Minutes 2026 - Charles Town Utility Board

   Members of the public attending virtually who wish to offer public comment must sign up in advance by contacting General Manager Paul Mantello at pmantello@ctubwv.com or **304-725-2316**.

   CTUB appreciates the community's interest and participation, and remains committed to providing meaningful and safe public access to its meetings.

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

Draft Sewer Manor AMEA.pdf
Draft Water Manor AMEA.pdf

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

4. **NEW BUSINESS**
   a. FOIA Policy and Requests
   b. GDF Proposal for Engineering Amendment No. 3 for Additional RPR Inspection Services
      GDF Additional RPR Proposal for Collection System.pdf
   c. Quote for Manhole Relining
      Quote for Manhole Relining.pdf
   d. Quote to Rebuild VFD for Water Treatment Plant
      Quote to Rebuild VFD.pdf
   e. Quote for SCADA and Kruger Computer Upgrades for Tuscawilla Wastewater Treatment Plant
      Quote for SCADA Upgrade TWWTP.pdf
   f. Draft PR Dashboard - Cooley Public Strategies - Possible Executive Session under the provision of W. VA Code 6-9a-4(b)(9) To consider matters involving or affecting the purchase, sale or lease of property, advance construction planning, the investment of public funds or other matters involving commercial competition, which if made public, might adversely affect the financial or other interest of the state or any political subdivision: Provided, That information relied on during the course of deliberations on matters involving commercial competition are exempt from disclosure under the open meetings requirements of this article only until the commercial competition has been finalized and completed: Provided, however, That information not subject to release pursuant to the West Virginia freedom of information act does not become subject to disclosure as a result of executive session; (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.
   g. Discussions related to the WVDEP Permit for Sidewinder Enterprises - 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.

5. **MANAGER REPORTS**
   a. Utility Manager Report
      UM Report - September.pdf
   b. Chairman Report
   c. Engineering Report
      September 2026 Engineers Report.pdf

Progress Meeting Minutes #18.pdf

6. **APPROVAL OF BILLS**
   a. September 23, 2026
      Board Report 09.23.26.pdf

7. **ADJOURNMENT**

8. **INFORMATION ONLY**
   a. Next Meeting - October 14, 2026 at 4:00 P.M.

CHARLES TOWN UTILITY BOARD

Wednesday, September 23, 2026

Regular Meeting

661 South George Street
Charles Town, WV 25414

Approval of September 9, 2026 Regular Meeting Minutes

Attachments:

UB Minutes 09.09.26.pdf

Charles Town Utility Board
Regular Board Meeting
September 9, 2026

The Charles Town Utility Board held a regular meeting on September 9, 2026 at 4:00 P.M. Members of the Board present were Mayor Micheal George, Chairman; 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; Cindy Wilson, Legal Counsel (Zoom) and County Commission Liaison, Commissioner Mike Mood.

CALL TO ORDER

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

APPROVAL OF MINUTES

Approval of August 26, 2026 Regular Meeting Minutes

The Chairman called for changes or corrections to the August 26, 2026 regular meeting minutes. Mrs. Parker mentioned the typo of Commissioners Mike Mood's name. With no objections from the Board, the minutes were approved as amended.

PUBLIC COMMENT

Public comment was received from Jacquelyn Milliron, Amanda Stroud, Stacy Chapman, Nichole Chapman, Cheryl Middleton, Jessie Norris, Tamar Kavaldjian-Liskey, Margaret Liskey, Natalie Grantman Friend, Rebecca Thompson, Jakob Light, Giuliana Broyna, Chrstine Wimer, Aline Schmellino, and Elizabeth Rickets.

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.

This item was moved to the end of the meeting.

Action: No action required by the Board.

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.

This item was moved to the end of the meeting.

Action: No action required by the Board.

Update on Summit Point Regional Utility Corridor Initiative

Mr. Mantello provided the interview panel recommended moving forward with Potesta & Associates and begin contract negotiations. Staff is waiting to receive the scope, schedule and fee from Potesta. He also mentioned the letter to Senator Capito regarding this project was sent. Mr. Mantello provided the 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 Mood was very productive. The Board provided discussions.

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

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

Mr. Mantello provided staff is waiting to hear back from the City's Ordinance Committee.

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

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

Mr. Mantello stated that Mr. Eckenrode and Mr. Markley performed a capacity analysis for this project and has no issues.

Action: **Motion made by Mr. Pierson, second by Mr. Maxey, the Board unanimously approved taking this item off the table for action.**

The Board provided discussions. Mr. Maxey noted minor corrections for each agreement.

Action: **Motion made by Mr. Pierson, second by Mr. Maxey, the Board unanimously approved tabling this item until staff has made the necessary corrections to the agreements.**

NEW BUSINESS

Request for Proposals for Financial Statement Preparation and Accounting Services

Mrs. Shultz removed this item for discussions.

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

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

Mrs. Shultz provided a resolution to appoint an audit committee for auditing services for fiscal year 2026-2028 per the State. As Treasurer, Mr. Pierson will participate on the committee.

Action: **Motion made by Mr. Maxey, second by Mr. Kratovil, the Board unanimously approved establishing and appointing the audit procurement committee for audit services for fiscal years 2026 through 2028, RFP #26-220.**

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

Mr. Dave Pederson from GDF briefed the Board on the bid opening for the Greenfield Force Main project. He mentioned GDF recommends awarding the project to the lowest bidder, Snyder Environmental, totaling $1,897,438.00. The Board provided discussions.

Action: **Motion made by Mr. Pierson, second by Mr. Maxey, the Board unanimously approved awarding the project to the lowest bidder, Snyder Environmental, as recommended by GDF.**

Collection System Project - Authorized Representative(s) Resolution

Mrs. Shultz provided this resolution will authorize a Board member(s) to sign all documents related to the Collection System Project. The previous resolution authorized the previous Chairman. Mr. Shultz suggested authorizing two members in case a change in the Chairman before the project is complete.

Action: **Motion made by Mr. Pierson, second by Mr. Maxey, the Board unanimously approved the Dual Authorized Resolution with Chairman,**

Micheal George and Vice Chairman, John Maxey as the dual authorized representatives.

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

Mrs. Shultz provided the pay application for Resolution No. 1 in the amount of $27,000.00 for work completed.

Action: Motion made by Mrs. Parker, second by Mr. Pierson, the Board unanimously approved Resolution No. 1.

Quote to Repair 135 Excavator Hammer

Mr. Mantello provided a quote to repair the 135 excavator hammer.

Action: Motion made by Mrs. Parker, second by Mr. Maxey, the Board unanimously approved the quote for the repair.

MANAGER REPORTS

Utility Manager Report

Mr. Mantello briefed the Board on his monthly updates including the WV Department of Commerce Annual Meeting, Huntfield service lateral root intrusion, corrosion inhibitor at the water plant, a meeting with WV American Water, a meeting with the City Council and investigating the Sidewinder permit issues.

The Board provided discussions and would like to discuss the Sidewinder permit issue with legal counsel and schedule a special meeting.

Action: No action required by the Board.

Chairman Report

The Chairman provided the City has begun the process for hiring a new City Manager.

Action: No action required by the Board.

Engineering Report

There were no updates.

Action: No action required by the Board.

APPROVAL OF BILLS

August 26, 2026

Mrs. Parker had questions on a few monthly bills.

Action: Motion made by Mr. Pierson, second by Mrs. Parker, 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.

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. Pierson, second by Mrs. Parker, the Board unanimously approved convening into Executive Session at 5:30 P.M. to discuss these two items.**

The Board convened back into public session at 6:26 P.M.

Action: **Motion made by Mr. Pierson, second by Mr. Maxey, the Board unanimously authorized the Attorney to file an appeal as soon as possible with the Public Service Commission in the territory case.**

Action: **Motion made by Mr. Maxey, second by Mr. Pierson, the Board unanimously approved calling a special session to be held on Monday, September 14th at 4:00 P.M. to discuss and take action related to the DEP permit for Sidewinder Enterprises.**

ADJOURNMENT

There being no further business at this time, the Board adjourned the meeting at 6:28 P.M.

INFORMATION ONLY

The next regular meeting is scheduled for Wednesday, September 23, 2026 at 4:00 P.M. at 661 S. George Street.

_____	_____
Mayor Micheal George	Ashley Stottlemyer
Chairman	Secretary

CHARLES TOWN UTILITY BOARD

Wednesday, September 23, 2026

Regular Meeting

661 South George Street
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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.

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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.

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Update on Summit Point Regional Corridor Initiative

CHARLES TOWN UTILITY BOARD

Wednesday, September 23, 2026

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

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

Attachments:

Draft Sewer Manor AMEA.pdf
Draft Water Manor AMEA.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.

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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.

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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.

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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

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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 ninety (90) 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

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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").

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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 Augustine Manor 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

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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-

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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)

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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

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.

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EXHIBIT B

DEVELOPER'S PROJECT

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

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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

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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 contractor's 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 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

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repairs required by CTUB have been made. Notwithstanding the foregoing, if CTUB does not inspect the Water Distribution System or phase thereof within ninety (90) 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 23, 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 23, 2026

Regular Meeting

661 South George Street
Charles Town, WV 25414

FOIA Policy and Requests

CHARLES TOWN UTILITY BOARD

Wednesday, September 23, 2026

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

GDF Proposal for Engineering Amendment No. 3 for Additional RPR Inspection Services

Attachments:

GDF Additional RPR Proposal for Collection System.pdf

GD&F
GWIN
DOBSON &
FOREMAN
ENGINEERS

September 11, 2026

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

Attn: Paul Mantello, Utility General Manager

RE: RKK Designed Collection System Project WVIJDC No. 2021S-2041
Additional RPR Inspection Services Proposal (Task Order No. 3)
GD&F - Engineering Amendment No. 3 to the Original Agreement,
2018-09-26 UPGRADE PROJECTS

Dear Mr. Mantello:

Note that the original Gwin, Dobson & Foreman, Inc. (GD&F) Amendment No. 1 to provide RPR services pertaining to the Collection System Project which was designed by RK&K, included twelve (12) months of full-time inspection. We requested an additional 5 months of full-time RPR inspection per GD&F - Engineering Amendment No. 2 (Task Order No. 2). At that time, it was anticipated that Substantial Completion would be around July 1, 2026; however, the project has been delayed for numerous reasons, primarily due to ongoing electrical service/design issues, rock excavation, etc. The GD&F RPR (Don Peglow) provided full-time inspection in July and went to a part-time as needed basis starting in August and has continued such. We anticipate part-time inspection will be needed through the month of October 2026.

Proposed Cost

This proposal consists of an additional one (1) month of full-time RPR inspection on the project for $20,000 per month and an estimated part-time ($10,000 per month) for August, September and October, which includes other direct expenses. This scope of services would be for an estimated, not-to-exceed, fee of $50,000. Invoices will be submitted on a monthly basis based on GD&F current standard rates. Payment will be made on an accrued hourly basis plus expenses. The expenses include direct expenses such as mileage, lodging, meals, printing/copying, etc. as necessary to complete the services. Payment is due within thirty (30) days of invoicing.

Attachments

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

We appreciate the opportunity to submit this proposal. To authorize the services, please complete the following authorization section of this proposal and return a signed copy to our office. If you have any questions, please contact our office at your convenience.

Respectfully submitted,
GWIN, DOBSON & FOREMAN, INC.

Christopher M. Eckenrode

Christopher M. Eckenrode, P.E.,
Engineering Manager

Enclosures
CME/amb
25001/Ltr/CTUB_CollectionSys_AddRPR_ESP_9-11-26.doc
cc: File

ACCEPTANCE OF PROPOSAL

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

_____ _____
Authorized Representative Date

_____
Attest/Witness

COST OR PRICE SUMMARY

9-11-2026

PART I - GENERAL

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

PART II - COST SUMMARY

7. DIRECT LABOR (Specify labor categories)	ESTI-MATED HOURS	HOURLY RATE	ESTIMATED COST	TOTALS
Resident Project Representative	450	$92.30	$ 41,535.00	
		(2026 rate)	-	
DIRECT LABOR TOTAL:				$ 41,535.00
8. INDIRECT LABOR (Specify indirect cost pools)	**RATE**	**X BASE =**	**ESTIMATED COST**	
		$ -	$ -	
		-	-	
INDIRECT COSTS TOTAL:				$ -
9. OTHER DIRECT COSTS				
a. TRAVEL	RATE	X UNITS =	ESTIMATED COST	
2,000 miles/mo x 2.5 = 5,000 miles	$0.67	per mile	$3,350.00	
			-	
TRAVEL SUBTOTAL:			$ -	
b. EQUIPMENT, MATERIALS, SUPPLIES (Specify categories)	QTY	COST	ESTIMATED COST	
		$ -	$ -	
EQUIPMENT SUBTOTAL:				
c. SUBCONTRACTS (inc. copies of proposals)+A55			ESTIMATED COST	
		$ -		
SUBCONTRACTS SUBTOTAL:				
d. OTHER (Specify categories)			ESTIMATED COST	
Lodging $300/wk x 10 weeks	10 weeks	$ 300.00	$ 3,000.00	
Meals	40	$60/day	2,400.00	
OTHER SUBTOTAL:				
OTHER DIRECT COSTS TOTAL:				$ 8,750.00
10. TOTAL ESTIMATED COST				$ 50,285.00
11. PROFIT				$
12. TOTAL PRICE				$ 50,000.00

EXHIBIT A

SUBAGREEMENT CLAUSES

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

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

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

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

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

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

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

Model Subagreement clauses.

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

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

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

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

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

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

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

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

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

8. Final Payment

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

9. Appendix A to Part 33 – Term and Condition

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

Appendix A to Part 33

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

CHARLES TOWN UTILITY BOARD

Wednesday, September 23, 2026

Regular Meeting

661 South George Street
Charles Town, WV 25414

Quote for Manhole Relining

Attachments:

Quote for Manhole Relining.pdf

Charles Town, WV - Lining 6-Manholes

Charles Town Utility Board
832 S. George St., 101
Charles Town, WV 25414
United States

Travis Markley
Engineering Technician
tmarkley@ctubwv.com
304-725-2316

Advanced Rehabilitation Technology
525 Winzeler Drive
Bryan, Ohio 43506
United States

Prepared by:

Dan Hurlbert

Business Development Manager | OH & WV

dan@artcoatingtech.com
+14193454860

Reference: 20260911-124215136
Quote created: September 11, 2026
Quote valid till: November 10, 2026

PRODUCTS & SERVICES	UNIT QUANTITY	UNIT PRICE	TOTAL
OBIC Armor Multi Layer System - prep & line interior 4'ID manholes	6	$3,650.00	$21,900.00

Total	**$21,900.00**

The OBIC Armor Liner System Provides a
10-Year Labor & Material Limited Warranty

Prep & Line Interior of 6-Manholes, 4'ID, Approximately 47-Vertical Feet with OBIC Armor Multilayer Liner System.
6 @ $3,650.00 per each
Total: $21,900.00

Notes:

- Owner/Contractor to provide Application Truck access within 100' of the structure.
- This proposal is based on one mobilization. If additional mobilizations are required, an additional $5,000 may be added for each.
- Off road locations may require assistance from the owner/contractor to access.
- Grout costs $150.00 per gallon and $275.00 per hour after first 2 gallons used.
- DOT traffic control to be supplied by others if needed. Our crews will supply cones for immediate area.
- By-pass pumping is not included.
- Owner/Contractor must provide a water supply near the work site via hydrant or spigot (with water meter use free of charge).

General Terms and Conditions:

Terms & Conditions

- **The quoted prices are exclusive of applicable state and local sales taxes.**
- **Payment terms: Net 30 days. Interest may be added to balances outstanding after 30 days.**
- **Pricing is contingent on the work as stated in this proposal. Advanced Rehabilitation Technology (ART) reserves the right to adjust unit rate and/or overall bid proposal accordingly to account for any changes (increase or decrease) from this scope.**
- **ART's bid proposal shall be incorporated into the subcontract agreements. ART will initiate this project upon receipt of this signed proposal as well as, receipt of a subcontract or purchase order agreeing to this proposal.**
- **Pricing does not include working nights, holidays, or weekends. Additional cost will be required for these situations.**
- **Non-weather-related delays (may include job site not prepared to allow ART to begin; road closures due to community, city, or private events; traffic control not ready or any work stoppages outside the control of ART) may result in a $5,000/day mobilization fee.**

Purchase Order Number: _____

Billing Contact Email: _____

CPR Email (when applicable)_____

Signature

_____ _____

Signature Date

_____

Printed name

CHARLES TOWN UTILITY BOARD

Wednesday, September 23, 2026

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

Quote to Rebuild VFD for Water Treatment Plant

Attachments:

Quote to Rebuild VFD.pdf

Antietam Electrical Contractors

QUOTE NO. 26-0211

QUOTE

Please Remit to: P.O. Box 316, Williamsport, MD 21795
Phone: 301-223-1152

Customer

Name	CTUB		
Address	WTP		
City		State	Zip
ATTN:	Chris Hutzler		

Misc.

Date	9/14/2026
P.O. No.	
Vendor No.	
Terms	NET 30

Qty	Description	Unit Price	TOTAL
	Provide VFD to replace existing defective VFD. Unit is in stock. 1 day of installation costs are included, further labor to be billed at a T&M rate. Shipping and tarriff charges if applicable are extra. No taxes are included, tax exempt certificate must be provided if applicable. Factory startup costs are not included, if needed. Existing unit must be sent back to Allen Bradley via RMA after installation.		
	Allan Bradley VFD	$19,550.00	$19,550.00
	I/O CARDS & HIM	$1,448.75	$1,448.75
	LABOR	$800.00	$800.00

	SubTotal	$ 21,798.75
	Shipping	
Tax Rate(s)		
	TOTAL	$ 21,798.75

NOTE:

Office Use Only

FINANCE CHARGE will be made to purchases unpaid within 30 days of purchase. To avoid additional FINANCE CHARGES pay New Balance within 30 days of purchase. On all Past Due accounts there is imposed a FINANCE CHARGE computed by a "PERIODIC RATE" OF 1-1/2% per month which is an ANNUAL PERCENTAGE RATE of 18% applied to the Previous Balance after deducting current payments and/or credits appearing on this statement. Charges or other extensions of credit and payments and other credits made after Billing Date will appear on next months statement.

THANK YOU FOR YOUR BUSINESS!

CHARLES TOWN UTILITY BOARD

Wednesday, September 23, 2026

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

Quote for SCADA and Kruger Computer Upgrades for Tuscawilla Wastewater Treatment Plant

Attachments:

Quote for SCADA Upgrade TWWTP.pdf

Micro-Tech Designs
4312 Black Rock Rd., Suite 1
Hampstead, MD 21074-2641
Phone (410) 239-2885
Fax (410) 239-3736

QUOTE

We're In Control

September 2, 2026

Mr. Paul Mantello
Charles Town Utility Board
661 South George Street
Suite 101
Charles Town, WV 25414

Re.: Tuscawilla SCADA and Kruger Computer Upgrades

Dear Mr. Mantello,

We are pleased to quote on the following scope of work for the above project:

See Attached "Scope of Work"

Lot Price $29,459.00

Applicable tariffs and taxes are not included

The above quotation is valid for 30 days

Micro-Tech Designs, Inc. (MTD) shall not be responsible for any failure to perform, or delay in performance of our obligations resulting from the Covid-19 pandemic or any future epidemic, or any resulting supply chain issues, and the customer/end user shall not be entitled to any damages resulting thereof.

Quotation assumes NET 30 payment terms with payment by check. EFT, ACH and Credit Card payments are subject to approval prior to order acceptance. Credit Card payments will be subject to a surcharge of up to 7%. If there are any questions concerning the above, please contact me. I look forward to working with you and your staff on this and future projects.

Sincerely,
Micro-Tech Designs

William A. Lipinksi III

Micro-Tech Designs, Inc. Standard Terms and Conditions apply to all quotations unless otherwise noted. A copy will be furnished upon request.

Micro-Tech Designs
4312 Black Rock Road, Suite 1
Hampstead, MD 21074-1696
Phone (410) 239-2885
Fax (410) 239-3736

We're In Control

Tuscawilla SCADA and Kruger Computer Upgrades

SCOPE OF WORK

1 - Main Plant SCADA Computer Upgrade
- Upgrade Wonderware Software, Perpetual License
- Upgrade Historian Software, Perpetual License

1 - MBR SCADA Computer Upgrade
- Upgrade Wonderware Software, Perpetual License

.....

Notes:

1. *Unless specifically mentioned above, quotation does not include field installation or wiring of any kind.*
2. *Standard 1-Year warranty applies.*
3. *Offloading of equipment will be the responsibility of the receiving party.*
4. *On-site services are to take place during normal business hours (7am-4pm, Mon-Fri) unless noted otherwise.*
5. *Video recording of training sessions is not included and is subject to approval by the instructor/manufacturer.*
6. *Micro-Tech Designs (MTD) shall not be responsible for any failure to perform, or delay in performance of our obligations resulting from the Covid-19 pandemic or any future epidemic, or any resulting supply chain issues, and the customer/end user shall not be entitled to any damages resulting thereof.*
7. *Quotation is not compliant with Build America Buy America (BABA) unless specifically mentioned above.*
8. *Items or services specifically excluded to be provided by others includes but is not limited to:*
    a. *Computer/Laptops (existing to remain)*

Cancellation Schedule:

In the event of cancellation, either in part or total, the following percentages in reference to the entire purchase order price, or application portions thereof, will apply:

After receipt of order but prior to completed approval drawings/submittals 15%
After approval drawing/submittal completion but prior to release 40%
Prior to fabrication commencement but after major components purchase 60%
After commencement of fabrication but prior to assembly 80%
After commencement of assembly 100%

CHARLES TOWN UTILITY BOARD

Wednesday, September 23, 2026

Regular Meeting

661 South George Street
Charles Town, WV 25414

Draft PR Dashboard - Cooley Public Strategies - Possible Executive Session under the provision of W. VA Code 6-9a-4(b)(9) To consider matters involving or affecting the purchase, sale or lease of property, advance construction planning, the investment of public funds or other matters involving commercial competition, which if made public, might adversely affect the financial or other interest of the state or any political subdivision: Provided, That information relied on during the course of deliberations on matters involving commercial competition are exempt from disclosure under the open meetings requirements of this article only until the commercial competition has been finalized and completed: Provided, however, That information not subject to release pursuant to the West Virginia freedom of information act does not become subject to disclosure as a result of executive session; (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.

CHARLES TOWN UTILITY BOARD

Wednesday, September 23, 2026

Regular Meeting

661 South George Street
Charles Town, WV 25414

Discussions related to the WVDEP Permit for Sidewinder Enterprises - 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.

CHARLES TOWN UTILITY BOARD

Wednesday, September 23, 2026

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

Utility Manager Report

Attachments:

UM Report - September.pdf

Charles Town Utility Board

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

MEMORANDUM TO THE BOARD OF DIRECTORS

DATE: September 23, 2026
TO: Board of Directors
SUBJECT: Utility General Manager's Report, September 2026

Ongoing Projects & Initiatives:
Scheduled to attend September 28th Jefferson County Good Neighbor Data Center Guardrails Workshop

Wastewater Treatment Plant

Total Wastewater Processed August 2026:
Charles Town: 39.20 million Gallons per month or 1.26 MGD average
Tuscawilla: 3.71 million Gallons per month or 0.12 MGD average

Collection System

0 Pump(s) pulled and sent for repair
5 Grease Trap inspections
10 Sewer main repairs/blockages/call-outs
26 Sewer line inspections
12 Manhole inspections
12 Sewer line jetting

Water Plant and Distribution System

Total Water Pumped July 2026 (CT): 54.2 million Gallons per month or 1.75 MGD average
4 Leaks repaired
2 Meters repaired
54 Meters replaced
25 New meters installed
1905 - Ten (10) day notices
39 Disconnect notices, 155 Disconnects
0 Hydrant(s) repaired

Customer Counts

- Sewer 11,170
  - Residential 10,421
  - Commercial 685
  - Public Authority 58
  - Industrial 6
- Water 7,889
  - Residential 7246
  - Commercial 606
  - Public Authority 37

Human Resources

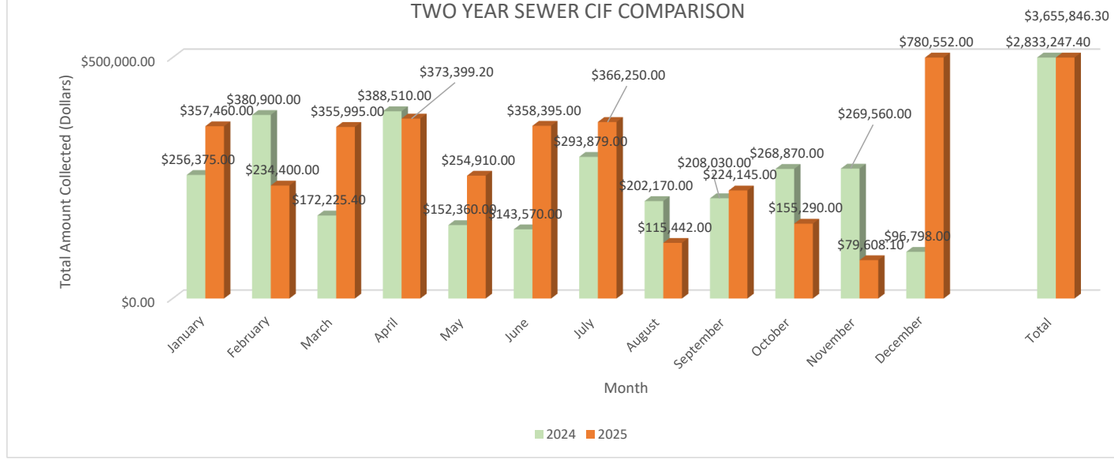
Employees Count: 38 full-time | 1 part-time | 1 vacancies

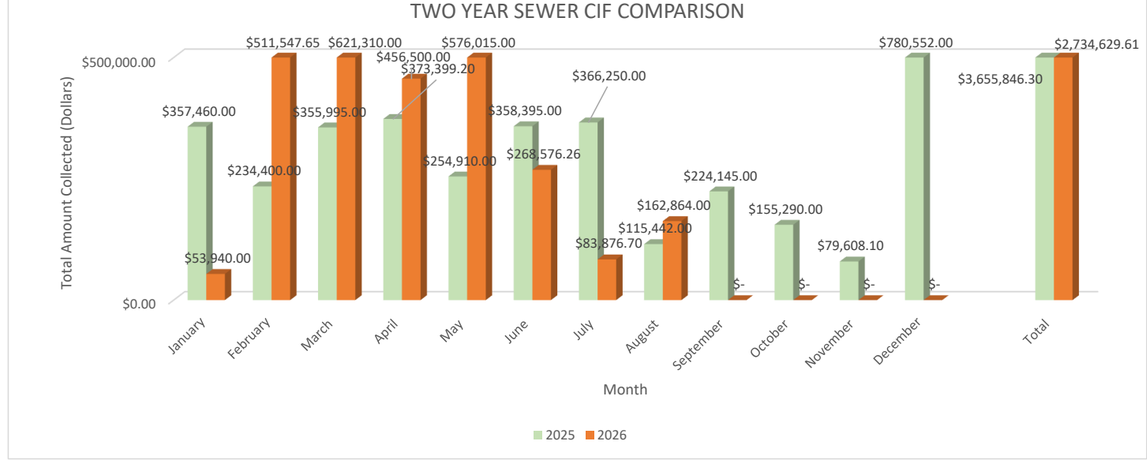
Charles Town Utility Board
2025 Capacity Improvement Fee Collections/EDU for Sewer

Month	Commercial	Residential	Total Number of EDU's	Total Sewer CIF Collected	CIF Paid to Ranson	Total
Jan-25	1	121	122	$ 402,960.00	$ 45,500.00	$ 357,460.00
Feb-25		80	80	$ 289,650.00	$ 55,250.00	$ 234,400.00
Mar-25	0.5	121	121.5	$ 419,370.00	$ 63,375.00	$ 355,995.00
Apr-25	0.44	127	127.44	$ 514,774.20	$ 141,375.00	$ 373,399.20
May-25		87	87	$ 313,410.00	$ 58,500.00	$ 254,910.00
Jun-25		114	114	$ 368,145.00	$ 9,750.00	$ 358,395.00
Jul-25		125	125	$ 390,625.00	$ 24,375.00	$ 366,250.00
Aug-25	1.4	38	39.4	$ 133,317.00	$ 17,875.00	$ 115,442.00
Sep-25	0.5	76	76.5	$ 259,895.00	$ 35,750.00	$ 224,145.00
Oct-25		53	53	$ 182,915.00	$ 27,625.00	$ 155,290.00
Nov-25	2.67	24.5	27.17	$ 79,608.10		$ 79,608.10
Dec-25	4.4	263	267.4	$ 1,017,802.00	$ 237,250.00	$ 780,552.00
Total 2025	**10.91**	**1153.5**	**1240.41**	**$ 4,372,471.30**	**$ 716,625.00**	**$ 3,655,846.30**

Charles Town Utility Board
2026 Capacity Improvement Fee Collections/EDU for Sewer

Month	Commercial	Residential	Total Number of EDU's	Total Sewer CIF Collected	CIF Paid to Ranson	Total
Jan-26		12	12	$ 53,940.00		$ 53,940.00
Feb-26	7.47	106	113.47	$ 545,672.65	$ 34,125.00	$ 511,547.65
Mar-26		137	137	$ 674,935.00	$ 53,625.00	$ 621,310.00
Apr-26		100	100	$ 513,375.00	$ 56,875.00	$ 456,500.00
May-26	1	121	122	$ 631,265.00	$ 55,250.00	$ 576,015.00
Jun-26		59.75	59.75	$ 271,826.26	$ 3,250.00	$ 268,576.26
Jul-26	1.26	34	35.26	$ 90,376.70	$ 6,500.00	$ 83,876.70
Aug-26		78	78	$ 183,989.00	$ 21,125.00	$ 162,864.00
Sep-26						$ -
Oct-26						$ -
Nov-26						$ -
Dec-26						$ -
Total 2026	**9.73**	**647.75**	**657.48**	**$ 2,965,379.61**	**$ 230,750.00**	**$ 2,734,629.61**

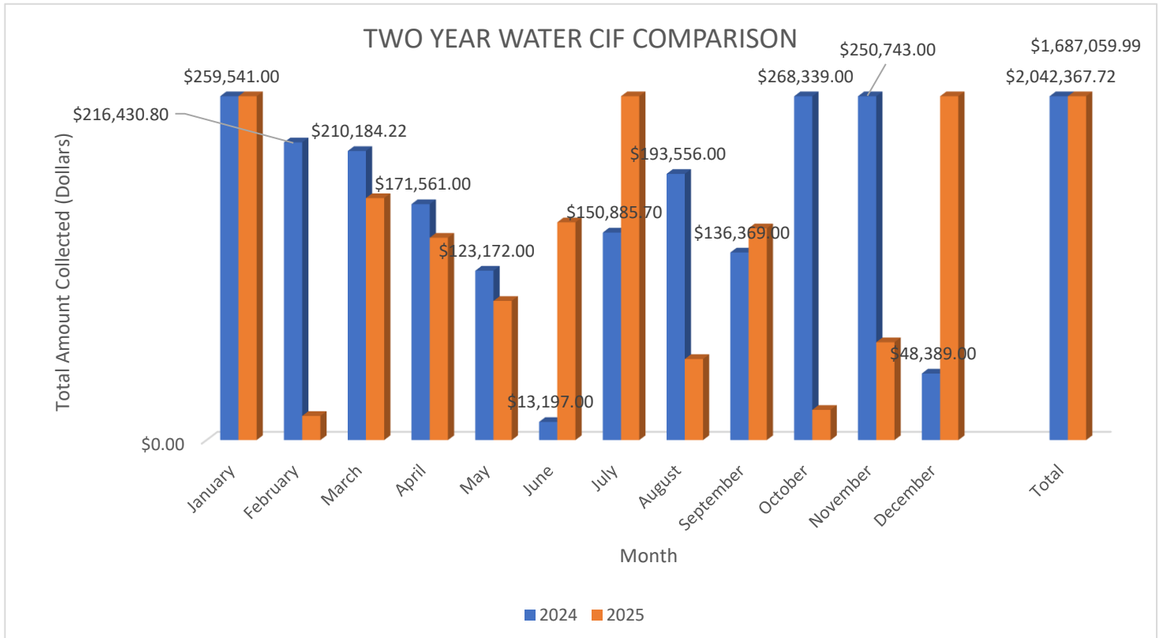


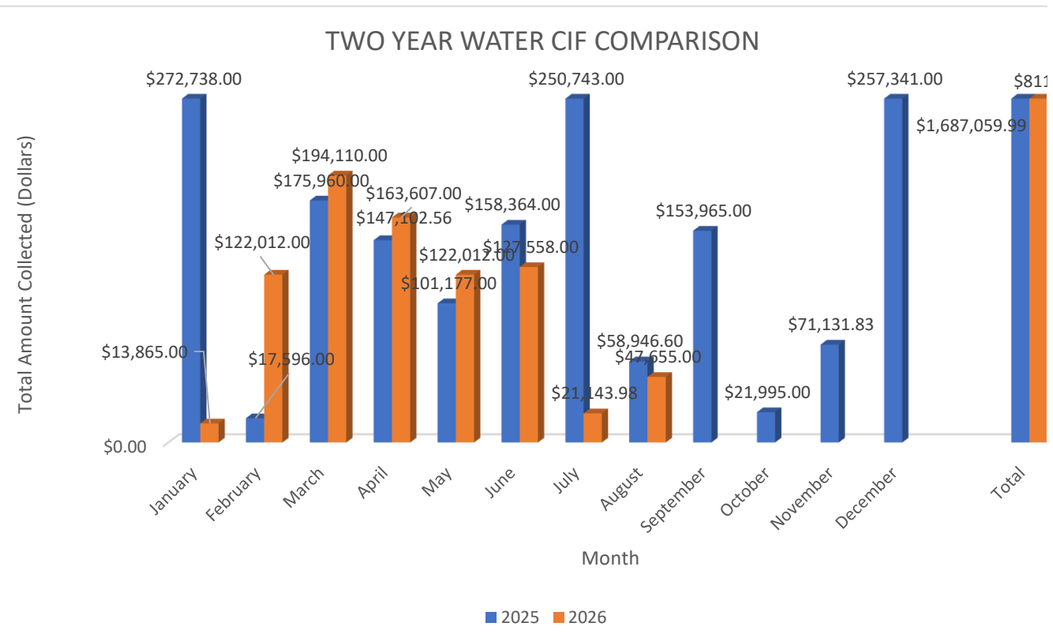


Water CIF Tracking as of September 18, 2026

2025 Capacity Improvement Fee Collections/EDU for Water				
Month	**Commercial**	**Residential**	**Total Number of EDU's**	**Total Water CIF**
Jan-25		62	62	$ 272,738.00
Feb-25		4	4	$ 17,596.00
Mar-25		40	40	$ 175,960.00
Apr-25	0.44	33	33.44	$ 147,102.56
May-25		23	23	$ 101,177.00
Jun-25		36	36	$ 158,364.00
Jul-25		57	57	$ 250,743.00
Aug-25	1.4	12	13.4	$ 58,946.60
Sep-25		35	35	$ 153,965.00
Oct-25		5	5	$ 21,995.00
Nov-25	2.67	13.5	16.17	$ 71,131.83
Dec-25	3.5	56	59.5	$ 257,341.00
Total 2025	**8.01**	**371.5**	**384.51**	**$ 1,687,059.99**

2026 Capacity Improvement Fee Collections/EDU for Water				
Month	**Commercial**	**Residential**	**Total Number of EDU's**	**Total Water CIF**
Jan-26		5	5	$ 13,865.00
Feb-26	7	37	44	$ 122,012.00
Mar-26		70	70	$ 194,110.00
Apr-26		59	59	$ 163,607.00
May-26		44	44	$ 122,012.00
Jun-26		46	46	$ 127,558.00
Jul-26	1.26	10	11.26	$ 21,143.98
Aug-26		27	27	$ 47,655.00
Sep-26				
Oct-26				
Nov-26				
Dec-26				
Total 2026	**8.26**	**298**	**306.26**	**$ 811,962.98**





CHARLES TOWN UTILITY BOARD
WASTEWATER TREATMENT PLANT FLOW DATA

CHARLES TOWN WASTEWATER PLANT FLOW DATA						
YEAR	Total Design (MGD)	TOTAL ANNUAL FLOW (MG)	AVERAGE DAILY (MGD)	Total Design minus Average Daily (MGD)	Total Available (gpd)	Total Available (EDU's)
2015	1.75	384	1.05	0.7	700,000	3,333
2016	1.75	419	1.14	0.61	610,000	2,905
2017	1.75	393	1.08	0.67	670,000	3,190
2018	1.75	491	1.34	0.41	410,000	1,952
2019	1.75	459	1.26	0.49	490,000	2,333
2020	1.75	419.7	1.15	0.60	603,333	2,873
2021	1.75	401.61	1.11	0.64	637,500	3,036
2022	1.75	387.15	1.06	0.69	687,500	3,274
2023	1.75	382.28	1.06	0.69	694,167	3,306
2024	1.75	432.96	1.19	0.56	559,167	2,663
2025	1.75	431.13	1.18	0.57	570,833	2,718
2026	1.75	319.98	1.32	0.43	430,000	2,048

TUSCAWILLA WASTEWATER PLANT FLOW DATA						
YEAR	Total Design (MGD)	TOTAL ANNUAL FLOW (MG)	AVERAGE DAILY	Total Design minus Average	Total Available	Total Available
2015	0.5	48	0.13	0.37	370,000	1,762
2016	0.5	49	0.13	0.37	370,000	1,762
2017	0.5	48	0.14	0.36	360,000	1,714
2018	0.5	78	0.21	0.29	290,000	1,381
2019	0.5	55.24	0.15	0.35	350,000	1,667
2020	0.5	1.09	0.16	0.34	340,000	1,619
2021	0.5	32.55	0.10	0.40	400,833	1,909
2022	0.5	62.8	0.17	0.33	328,333	1,563
2023	0.5	83.78	0.23	0.27	270,000	1,286
2024	0.5	66.68	0.18	0.32	316,667	1,508
2025	0.5	62.85	0.18	0.32	316,667	1,508
2026	0.5	25.1	0.11	0.40	395,000	1,881

Legend:
MGD= Million gallons per day
MG=million gallons
gpd= gallons per day
EDU= Equivalent Dwelling Unit (210 gpd design for future plant)

Total EDU's available between CT and Tuscawilla	
2015	5,095
2016	4,667
2017	4,905
2018	3,333
2019	4,000
2020	4,492
2021	4,944
2022	4,837
2023	4,591
2024	4,171
2025	4,226
2026	3,929

2023		
	Total (MG)	AVERAGE (MG)
JANUARY	36.55	1.21
FEBRUARY	28.96	1.03
MARCH	30.46	1.02
APRIL	29.52	0.98
MAY	30.78	0.99
JUNE	29.64	0.99
JULY	31.2	1.01
AUGUST	29.96	1.00
SEPTEMBER	33.38	1.11
OCTOBER	33.02	1.07
NOVEMBER	33.61	1.12
DECEMBER	35.2	1.14
Annual Total	382.28	1.06

2024		
	Total (MG)	AVERAGE (MG)
JANUARY	36.06	1.16
FEBRUARY	34.43	1.19
MARCH	38.99	1.26
APRIL	38.08	1.27
MAY	37.15	1.2
JUNE	32.9	1.1
JULY	34.51	1.11
AUGUST	42.16	1.36
SEPTEMBER	35.37	1.18
OCTOBER	35.46	1.14
NOVEMBER	35.48	1.22
DECEMBER	32.37	1.1
Annual Total	432.96	1.19

2025		
	Total (MG)	AVERAGE (MG)
JANUARY	38.98	1.26
FEBRUARY	34.73	1.24
MARCH	33.84	1.09
APRIL	32.05	1.07
MAY	37.34	1.2
JUNE	38.01	1.2
JULY	34.6	1.12
AUGUST	35.14	1.16
SEPTEMBER	36.58	1.22
OCTOBER	35.87	1.16
NOVEMBER	36.00	1.2
DECEMBER	37.99	1.23
Annual Total	431.13	1.18

2026		
	Total (MG)	AVERAGE (MG)
JANUARY	38.14	1.23
FEBRUARY	46.18	1.65
MARCH	42.67	1.38
APRIL	37.20	1.24
MAY	40.18	1.30
JUNE	37.01	1.23
JULY	39.40	1.27
AUGUST	39.20	1.26
SEPTEMBER		
OCTOBER		
NOVEMBER		
DECEMBER		
Annual Total	319.98	1.32

2023		
	Total (MG)	AVERAGE (MG)
JANUARY	7.3	0.24
FEBRUARY	6.38	0.23
MARCH	6.41	0.21
APRIL	6.13	0.20
MAY	6.30	0.20
JUNE	6.89	0.23
JULY	7.31	0.24
AUGUST	7.7	0.25
SEPTEMBER	6.98	0.23
OCTOBER	6.92	0.22
NOVEMBER	7.22	0.24
DECEMBER	8.24	0.27
Annual Total	83.78	0.230

2024		
	Total (MG)	AVERAGE (MG)
JANUARY	8.61	0.28
FEBRUARY	8.25	0.28
MARCH	6.28	0.2
APRIL	5.05	0.17
MAY	4.64	0.15
JUNE	5.25	0.18
JULY	4.91	0.16
AUGUST	5.42	0.18
SEPTEMBER	4.87	0.16
OCTOBER	4.5	0.15
NOVEMBER	4.41	0.15
DECEMBER	4.49	0.14
Annual Total	66.68	0.183

2025		
	Total (MG)	AVERAGE (MG)
JANUARY	4.9	0.16
FEBRUARY	4.5	0.17
MARCH	6.19	0.2
APRIL	6.84	0.23
MAY	6.76	0.22
JUNE	6.84	0.23
JULY	6.82	0.22
AUGUST	5.42	0.17
SEPTEMBER	4.78	0.16
OCTOBER	3.68	0.12
NOVEMBER	3.12	0.22
DECEMBER	3	0.1
Annual Total	62.85	0.183

2026		
	Total (MG)	AVERAGE (MG)
JANUARY	2.99	0.1
FEBRUARY	2.88	0.1
MARCH	2.99	0.1
APRIL	2.58	0.1
MAY	3.58	0.12
JUNE	2.97	0.1
JULY	3.40	0.11
AUGUST	3.71	0.12
SEPTEMBER		
OCTOBER		
NOVEMBER		
DECEMBER		
Annual Total	25.1	0.105

CHARLES TOWN UTILITY BOARD
WATER TREATMENT PLANT FLOW DATA

HISTORICAL CHARLES TOWN WATER PLANT FLOW DATA						
YEAR	Total Design (MGD)	TOTAL ANNUAL FLOW (MG)	AVERAGE DAILY (MGD)	Total Design minus Average Daily (MGD)	Total Available (gpd)	Total Available (EDU's)
2019	2.8	644.32	1.77	1.03	1,034,980	4,928
2020	2.8	615.64	1.68	1.12	1,117,946	5,324
2021	2.8	601.87	1.64	1.16	1,164,627	5,546
2022	2.8	588.97	1.60	1.20	1,204,163	5,734
2023	2.8	602.24	1.63	1.17	1,168,256	5,563
2024	2.8	579.85	1.57	1.23	1,228,525	5,850
2025	2.8	602.15	1.65	1.15	1,154,057	5,496
2026	2.8	398.29	1.61	1.19	1,193,987	5,686

HISTORICAL GLEN HAVEN WATER PLANT FLOW DATA						
YEAR	Total Design (MGD)	TOTAL ANNUAL FLOW (MG)	AVERAGE DAILY (MGD)	Total Design minus Average Daily (MGD)	Total Available (gpd)	
2020	0.0216	1.04	0.01	0.01	13,120	
2021	0.0216	3.06	0.01	0.01	13,213	-
2022	0.0216	2.70	0.01	0.01	14,335	-
2023	0.0216	2.99	0.01	0.01	13,573	-
2024	0.0216	2.68	0.01	0.01	14,441	-
2025	0.0216	2.90	0.01	0.01	13,678	-
2026	0.0216	2.05	0.01	0.01	13,171	-

HISTORICAL CAVALAND WATER PLANT FLOW DATA						
YEAR	Total Design (MGD)	TOTAL ANNUAL FLOW (MG)	AVERAGE DAILY (MGD)	Total Design minus Average Daily (MGD)	Total Available (gpd)	
2020	0.036	0.59	0.005	0.03	31,210	
2021	0.036	1.91	0.01	0.03	30,766	
2022	0.036	1.84	0.005	0.03	31,041	
2023	0.036	1.79	0.005	0.03	31,186	
2024	0.036	1.86	0.01	0.03	30,967	
2025	0.036	1.75	0.005	0.03	31,209	
2026	0.036	1.18	0.005	0.03	31,150	

Legend:
MGD= Million gallons per day
MG=million gallons
gpd= gallons per day
EDU= Equivalent Dwelling Unit (210 gpd)

WATER TREATMENT PLANT FLOW DATA (TOTAL MONTHLY AND AVERAGE DAILY IN MILLION GALLONS)

2023		
	TOTAL MONTHLY (MG)	AVERAGE DAILY (MG)
JANUARY	50,324,969	1,623,386
FEBRUARY	44,512,256	1,589,723
MARCH	51,243,776	1,653,025
APRIL	49,507,092	1,597,003
MAY	51,882,496	1,673,629
JUNE	51,245,216	1,653,071
JULY	53,546,017	1,727,291
AUGUST	53,866,467	1,737,628
SEPTEMBER	51,067,174	1,647,328
OCTOBER	49,781,275	1,605,848
NOVEMBER	47,073,432	1,518,498
DECEMBER	48,189,312	1,554,494
Annual Total	602,239,482	1,631,744

2024		
	TOTAL MONTHLY (MG)	AVERAGE DAILY (MG)
JANUARY	48,027,207	1,549,265
FEBRUARY	44,217,320	1,579,190
MARCH	46,432,344	1,497,818
APRIL	44,552,042	1,437,163
MAY	46,432,344	1,497,818
JUNE	52,695,168	1,699,844
JULY	55,816,216	1,800,523
AUGUST	51,158,016	1,650,259
SEPTEMBER	48,673,792	1,570,122
OCTOBER	48,580,272	1,567,106
NOVEMBER	46,786,184	1,509,232
DECEMBER	46,480,137	1,499,359
Annual Total	579,851,042	1,571,475

2025		
	TOTAL MONTHLY (MG)	AVERAGE DAILY (MG)
JANUARY	49,081,856	1,583,286
FEBRUARY	45,138,739	1,612,098
MARCH	48,289,664	1,557,731
APRIL	48,088,035	1,551,227
MAY	50,221,867	1,620,060
JUNE	49,541,120	1,651,371
JULY	53,797,378	1,735,399
AUGUST	51,914,776	1,674,670
SEPTEMBER	50,267,112	1,675,570
OCTOBER	48,798,720	1,574,152
NOVEMBER	59,302,560	1,976,752
DECEMBER	47,709,152	1,539,005
Annual Total	602,150,979	1,645,943

2026		
	TOTAL MONTHLY (MG)	AVERAGE DAILY (MG)
JANUARY	47,828,478	1,542,854
FEBRUARY	45,179,910	1,457,416
MARCH	47,157,420	1,521,207
APRIL	47,448,040	1,530,582
MAY	50,513,930	1,629,482
JUNE	51,799,130	1,670,940
JULY	54,166,530	1,747,307
AUGUST	54,197,825	1,748,317
SEPTEMBER		
OCTOBER		
NOVEMBER		
DECEMBER		
Annual Total	398,291,263	1,606,013

2023		
	TOTAL MONTHLY (MG)	AVERAGE DAILY (MG)
JANUARY	233,300	7,526
FEBRUARY	184,300	5,945
MARCH	218,200	7,039
APRIL	234,800	7,574
MAY	264,800	8,542
JUNE	268,900	8,674
JULY	325,100	10,487
AUGUST	281,300	9,074
SEPTEMBER	265,600	8,568
OCTOBER	233,900	7,545
NOVEMBER	242,500	7,823
DECEMBER	233,500	7,532
Annual Total	2,986,200	8,027

2024		
	TOTAL MONTHLY (MG)	AVERAGE DAILY (MG)
JANUARY	234,900	7,577
FEBRUARY	182,100	5,874
MARCH	206,200	6,250
APRIL	224,200	7,232
MAY	210,000	6,774
JUNE	257,889	8,319
JULY	306,700	9,894
AUGUST	217,900	7,029
SEPTEMBER	203,900	6,577
OCTOBER	215,000	6,935
NOVEMBER	211,300	6,816
DECEMBER	205,400	6,626
Annual Total	2,675,489	7,159

2025		
	TOTAL MONTHLY (MG)	AVERAGE DAILY (MG)
JANUARY	229,800	7,413
FEBRUARY	191,300	6,832
MARCH	213,100	6,874
APRIL	248,300	8,010
MAY	275,900	8,900
JUNE	281,500	9,383
JULY	298,800	9,639
AUGUST	288,599	9,310
SEPTEMBER	237,500	7,917
OCTOBER	234,900	7,577
NOVEMBER	201,800	6,727
DECEMBER	200,900	6,481
Annual Total	2,902,399	7,922

2026		
	TOTAL MONTHLY (MG)	AVERAGE DAILY (MG)
JANUARY	222,800	7,187
FEBRUARY	187,600	6,700
MARCH	193,900	6,255
APRIL	234,400	7,813
MAY	249,100	8,035
JUNE	289,600	9,653
JULY	324,500	10,468
AUGUST	351,000	11,323
SEPTEMBER		
OCTOBER		
NOVEMBER		
DECEMBER		
Annual Total	2,052,900	8,429

2023		
	Total (MG)	AVERAGE DAILY (MG)
JANUARY	134,900	4,352
FEBRUARY	122,700	3,958
MARCH	140,000	4,516
APRIL	143,100	4,616
MAY	153,400	4,948
JUNE	166,200	5,361
JULY	166,400	5,368
AUGUST	170,400	5,497
SEPTEMBER	163,600	5,277
OCTOBER	140,600	4,535
NOVEMBER	143,200	4,619
DECEMBER	146,400	4,723
Annual Total	1,790,900	4,814

2024		
	Total (MG)	AVERAGE DAILY (MG)
JANUARY	155,600	5,019
FEBRUARY	135,000	4,821
MARCH	148,800	4,750
APRIL	155,700	5,023
MAY	153,600	4,955
JUNE	164,300	5,300
JULY	178,100	5,745
AUGUST	177,200	5,716
SEPTEMBER	151,800	4,897
OCTOBER	144,000	4,645
NOVEMBER	134,900	4,352
DECEMBER	160,300	5,171
Annual Total	1,859,300	5,033

2025		
	Total (MG)	AVERAGE DAILY (MG)
JANUARY	137,900	4,448
FEBRUARY	125,700	4,489
MARCH	133,100	4,294
APRIL	135,700	4,377
MAY	169,600	5,471
JUNE	140,600	4,687
JULY	148,600	4,794
AUGUST	149,100	4,810
SEPTEMBER	175,900	5,863
OCTOBER	162,500	5,242
NOVEMBER	139,700	4,657
DECEMBER	135,300	4,365
Annual Total	1,753,700	4,791

2026		
	Total (MG)	AVERAGE DAILY (MG)
JANUARY	142,800	4,606
FEBRUARY	129,300	4,618
MARCH	150,100	4,842
APRIL	143,000	4,767
MAY	158,100	5,100
JUNE	166,100	5,537
JULY	156,400	5,045
AUGUST	132,700	4,281
SEPTEMBER		
OCTOBER		
NOVEMBER		
DECEMBER		
Annual Total	1,178,500	4,850

CHARLES TOWN UTILITY BOARD

Wednesday, September 23, 2026

Regular Meeting

661 South George Street
Charles Town, WV 25414

Chairman Report

CHARLES TOWN UTILITY BOARD

Wednesday, September 23, 2026

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

Engineering Report

Attachments:

September 2026 Engineers Report.pdf
Progress Meeting Minutes #18.pdf

CHARLES TOWN UTILITY BOARD
ENGINEER'S REPORT
September 23, 2026

Water Projects

Membrane/GAC Pilot Study

- Waiting on AriaFiltra's (1st membrane manufacturer) final report.
- AOP/Scinor (2nd membrane manufacturer) system pilot has been operating for over a week. Water quality sampling will be ongoing and sent to a certified laboratory.
- GAC pilot columns are still running. Have not yet reached saturation.

Corrosion Inhibitor Change

- CTUB and GD&F had a meeting with Pat Murphy from Health Department on 9-8-2026. Chris E. explained why we wanted to switch corrosion inhibitors. Health Department seemed to be onboard with proposed change. They said CTUB would need to double the lead and copper sample sites from 30 to 60 and increase sampling frequency from once to twice a year for one (1) year. A signed and sealed Design Engineer's Report is also required.
- Chris E. is wanting to make this change to prevent zinc buildup in system and because it is a better product for the hard water source and should lead to reduced flushing times and less water quality complaints.

Sewer Projects

Collection System Project (RK&K Design)

- HRI has been making progress with GDF RPR, Don Peglow, onsite. Currently working on punchlist items at the pump stations, 8" gravity line along 11th and Forrest Streets (hard rock excavation is still causing major issues) and Evitt's Run laterals.
- HRI requested a 3-month time extension since they were originally supposed to be Substantially Complete in July.
- Change Order No. 6 ($151,821) regarding the Burr East conduit change and additional bypass pumping at Burr, Jett's Farm and Moose Lodge is currently being reviewed by DEP.
- A Final Balancing Change Order is also upcoming.

New WWTP Design

- GD&F prepared geotechnical RFPs and submitted to firms for pricing.
- Design of new headworks screens, vortex grit systems, Clarifiers and UV system are ongoing.
- Preparation of specifications and design engineer's report has begun.
- 3rd party system water quality sampling to optimize plant size ongoing. One month of current sampling plan remaining.
- GDF has continued with preliminary design of new sludge handling system.

Tuscawilla BNR/MBR Project Upgrade

- GD&F made another site visit to clarify final design.
- Currently working on new mechanical and electrical CAD drawings along with specifications.
- GD&F will prepare permit submission over the next month.
- Project scheduled to bid October-November.

New Maintenance Building

- Awarded project to W. Harley Miller Contractors, Inc. for $1,360,000.
- Mobilization and clearing and grubbing work is complete. Contractor is currently working on site work. Excavation for new building and utilities is complete. Select backfilling and new utility construction ongoing.
- Had to slightly over-excavate due to encountering underlying soft material.
- GDF onsite RPR is Don Peglow.

Greenfield Forcemain

- Project was awarded to Snyder Environmental Services for $1,897,438 on 9-9-2026.
- Currently executing Agreement, Bonds and Insurance.
- Additional easement needed for boring from Citizens Fire Department.

Asbury Church Area Sewer Replacement

- Design complete, waiting on easement. Once received, project will be put out to bid.
- Cost estimate to be updated.

Flowing Springs Pump Station Upgrade

- Design is complete. WVBPH permit received.
- Project consists of replacing pumps, controls, instrumentation, valves, piping, VFDs, manhole and wet well rehabilitation and other various upgrades including electrical and HVAC.
- GD&F currently making CTUB review changes prior to bidding. Project to bid either late September or early October.

Asset Management Plan

- GD&F currently assisting CTUB with completing Tuscawilla WWTP and Pump Station plans on an as needed basis.

CTWWTP SBR Blower Issues

- No issues to report. The blowers have been running well.

Misc.

- GDF has been assisting CTUB with CIP updates and Augustine Manor sewer service hydraulic calculations and recommendations.

GD&F
GWIN
DOBSON &
FOREMAN
ENGINEERS

Charles Town Utility Board
2022 Collection System Project
City of Charles Town, Jefferson County, West Virginia
Progress Meeting #18
Thursday, August 27, 2026 @ 10:00 AM

Meeting Minutes

Prepared by: **Gwin, Dobson & Foreman, Inc.**
David Santelli, Project Manager
Issued: 9/11/2026

1. Review Minutes of Previous Meeting & Attendance

- All in attendance confirmed receiving Minutes from Progress Meeting #17 (issued 08/05/2026), no comments or corrections were noted.
- Sign-in sheet attached.

2. Review of Work Progress since Previous Meeting

- 11th & Forrest Street:
  - o Installed 58'-9" of 8" SDR-35 gravity sewer.
  - o Installed 43' of 6" SDR-35 gravity sewer.
  - o Installed 84'-4" of 6" SDR-35 laterals.
  - o Installed one 8" x 8" x 6" PVC wye.
- Burr East Pump Station:
  - o Corrected drainage issues at the valve vault.
  - o Demolished the old electrical service.
  - o Completed additional topsoil, seed, and straw restoration.
- Moose Lodge Pump Station:
  - o Completed punch list work, including fence and pump-around lid corrections.
  - o Vegetation has exceeded 75% coverage.
- Lakeland Pump Station:
  - o Successfully completed startup and testing.
  - o Continued punch list and restoration work.
- Jett's Farm Pump Station:
  - o Continued punch list and restoration work.
  - o Vegetation has exceeded 75% coverage.
- Evitt's Run:
  - o Removed E&S controls no longer required.
  - o Completed cleanup and additional seeding/straw restoration.
- Continued punch list work at various project sites.

3. Planned Work

- Complete remaining punch list items at all pump station sites.
- Complete installation of stilling wells at the pump stations.
- Complete remaining site restoration, landscaping, and E&S work.
- Complete residential restoration/plantings at Jefferson Park and Evitt's Run.
- Complete final paving at Forrest Street, 11th Avenue, Mare Street, and near MH APS-6.
- Coordinate permanent power disconnect and removal at Forrest Street Pump Station and, when ready, 11th Avenue Pump Station.

- Burr East PS faults need corrected.

4. Field Observations, Problems, Conflicts & Coordination:

- RFIs – There have been 27 RFIs processed to date, with 0 outstanding.
- WCDs – There have been 5 Work Change Directives issued to date, with 0 outstanding.
- Fence issues were noted near Burr East/10th Avenue; possible water-related issues were discussed.
- Manhole lining work remains outstanding. HRI has contacted the lining subcontractor, but a return date has not yet been established.
- Stilling well installation remains outstanding.
- Permanent power disconnect at Forrest Street Pump Station is anticipated for the following week, pending coordination with Potomac Edison.

5. Status of Construction Schedule & Contract Times

- HRI confirmed that the most recent project schedule remains accurate.
- Change Order No. 05 is being finalized. GD&F, CTUB, and WVDEP will meet following the progress meeting to discuss the remaining funding/approval items.
- Change Order No. 06 – To include PCO Nos. 14 and 15, a contract time extension, and resolution of the Burr East residential grinder pump/pump station removed from the project scope. CO No. 06 will proceed following execution of CO No. 05.

Current Contract:
Contract Status: 616 of 607 days have elapsed.
Substantial Completion Date: July 17, 2026

Final Completion Date: August 16, 2026
Contract Dates Following Approval of CO No. 06 (+92 Calendar Days):
o Revised Substantial Completion Date: 10/17/2026
o Revised Final Completion Date: 11/16/2026
o Revised Contract Time: 699 calendar days.

6. Review of Submittals & Material Deliveries

- There have been 58 submittals processed to date, with 0 outstanding.
- HRI to provide the remaining outstanding AIS/BABAA certifications and pump performance information associated with previously reviewed submittals.
- HRI indicated that the outstanding documentation will be submitted.
- No material deliveries were reported, HRI stated they have all materials needed for the project.

7. Maintenance of Quality and Work Standards

- CTUB and Don reported that the overall quality of work has been acceptable.
- No DEP (Keith) inspections since last meeting.

8. Application for Payment

- Pay Application No. 17 was reviewed by GD&F and forwarded to CTUB on 08/13/2026 for approval and processing.

9. Testing/Training:

- CTUB staff training for the pump stations has been completed.
- Pump station startup reports have been received.
- HRI to provide the remaining pump performance information.
- No additional testing or retesting requirements were identified at this time.

10. Other Pertinent Business

- Punch List No. 1 remains in progress. HRI will continue completing the remaining corrective work.
- The manhole lining subcontractor has been contacted; however, a return date has not yet been established.
- HRI anticipates completing final paving at Forrest Street, 11th Avenue, Mare Street, and near MH APS-6 in approximately three weeks.
- Residential restoration/plantings at Jefferson Park and Evitt's Run are anticipated to be completed the following week.
- Potomac Edison is anticipated to disconnect permanent power at the Forrest Street Pump Station the following week. The 11th Avenue Pump Station disconnect will follow once the station is ready.
- HRI will provide Don with approximately one week's notice prior to completing the Forrest Street Pump Station demolition.
- Discussed additional punch list items, including concrete and restoration work at the Lakeland Pump Station.

11. Future Meeting

- Next progress meeting will be Thursday, September 24, 2026 at 10:00 AM at CTUB Office with Zoom option.

Respectfully submitted,
GWIN DOBSON & FOREMAN, INC.

David Santelli — 9/11/2026

David Santelli, Project Manager — Date

Attendance Sheet
2022 Collection System Project
Charles Town Utility Board
City of Charles Town, Jefferson County, West Virginia

Meeting: 18
Date: 05/27/2026

	NAME/TITLE	REPRESENTING	PHONE	EMAIL
1.	David Santelli PM	GD&F	412.289.6875	dsantelli@gdfengineers.com
2.	Don Paglow	GD&F	814.600.8438	dpaglow@gdfengineers.com
3.	Rob Kerr	HRI	814-400-2490	rkerr@hriinc.com
4.	Mitch Otey	HRI	814-400-2276	motey@hriinc.com
5.	Collin Cole	CTUB	304 995 6777	CCole@CTUBWV.com
6.	TRAVIS	CTUB	Remote	
7.				
8.				
9.	Virtual: Thomas Cazad	WVDEP		
10.				
11.				
12.				
13.				
14.				
15.				
16.				
17.				

CHARLES TOWN UTILITY BOARD

Wednesday, September 23, 2026

Regular Meeting

661 South George Street
Charles Town, WV 25414

September 23, 2026

Attachments:

Board Report 09.23.26.pdf

Totals by Year-Fund

Fund Description	Fund	Expend Total	Revenue Total	G/L Total	Total
Sewer	6-60	$2,568.50	$0.00	$0.00	$2,568.50
Water	7-50	$59,959.80	$0.00	$33,337.88	$93,297.68
Sewer	7-60	$79,469.01	$0.00	$77,514.52	$156,983.53
	Year Total:	$139,428.81	$0.00	$110,852.40	$250,281.21
Water	X-50	$21,913.60	$0.00	$0.00	$21,913.60
Total Of All Funds:		$163,910.91	$0.00	$110,852.40	$274,763.31

Totals by Fund

Fund Description	Fund	Expend Total	Revenue Total	G/L Total	Total
Water	50	$81,873.40	$0.00	$33,337.88	$115,211.28
Sewer	60	$82,037.51	$0.00	$77,514.52	$159,552.03
Total Of All Funds:		$163,910.91	$0.00	$110,852.40	$274,763.31

This Packet:	$ 274,763.31
City of Charles Town, check dated 9/09/2026:	23,335.15
Corporation of Ranson, check dated 9/09/2026:	5,298.64
Security Deposit Refunds, checks dated 9/23/2026:	641.66
Total:	$ 304,038.76

TOTAL PAGES: 5

APPROVED BY: _____

APPROVED BY: _____

Vendor # / P.O. #	PO Date	*Name* / Description	Status	Amount	Void Amount	Contract	PO Type
CINCI005		THE CINCINNATI INSURANCE COMPA	*Account Continued*				
TROJA005		TROJAN TECHNOLOGIES CORP					
P2600206	05/19/26	SERVICE UV'S AT TUSC WWTP	Open	$2,568.50	$0.00		
P2700001	07/03/26	UV MODULES PARTS - TUSC	Open	$257.28	$0.00		
			Vendor Total:	**$2,825.78**			
UNITE005		UNITED BANK					
I2700257	08/31/26	FOR PERIOD ENDING 8/31/26	Open	$3,100.00	$0.00		
USALC010		USALCO, LLC					
I2700246	09/14/26	DELPAC 2500	Open	$8,580.60	$0.00		
WVDEP005		WV DEPT OF HEALTH & HUMAN SVCS					
I2700247	09/08/26	FLOURIDE TEST	Open	$20.00	$0.00		
WVWAT005		WV WATER DEVELOPMENT AUTH					
I2700261	09/23/26	#2017-175 INFRSTRCTR FNDPRJCT	Open	$589.92	$0.00		
XYLEM020		XYLEM WATER SOLUTIONS U.S					
P2700125	09/08/26	KINGS CROSSING INV# 401508593	Open	$8,285.00	$0.00		
P2700126	09/08/26	KC INV# 401499920 & 401503422	Open	$10,645.00	$0.00		
			Vendor Total:	**$18,930.00**			

Total Purchase Orders: 72 Total P.O. Line Items: 0 Total List Amount: $274,763.31 Total Void Amount: $0.00

Vendor # / P.O. #	PO Date	*Name* / Description	Status	Amount	Void Amount	Contract	PO Type
HDSUP005		HD SUPPLY INC	*Account Continued*				
P2700136	09/11/26	CHRIS H	Open	$478.16	$0.00		
P2700144	09/16/26	TUSC BLUE WHITE PUMP SPARE PTS	Open	$1,625.74	$0.00		
P2700145	09/16/26	MISC CT	Open	$1,378.46	$0.00		
			Vendor Total:	**$8,360.49**			
JAMES005		JAMES RIVER EQUIPMENT					
P2700143	09/10/26	REPAIR HAMMER FOR 135	Open	$9,646.58	$0.00		
KAYCA005		KAY CASTO & CHANEY PLLC					
I2700237	09/08/26	CS PROJECT: THRU 8/31/26	Open	$682.50	$0.00		
I2700258	09/08/26	FOIA REQUESTS: THRU 8/31/26	Open	$313.50	$0.00		
			Vendor Total:	**$996.00**			
MCKIN005		MCKINNEYS AUTO REPAIR & TOWING					
P2700152	09/21/26	OIL CHANGE, TIRE ROTATION	Open	$218.65	$0.00		
MISSU005		MISS UTILITY OF WV, INC.					
I2700244	09/08/26	MESSAGE FEES: AUG	Open	$649.45	$0.00		
PREMI010		PREMIER RISK MANAGEMENT SOLUTI					
I2700235	09/10/26	SFTY CNSLTNG: 8/01 - 8/31/26	Open	$1,620.95	$0.00		
PROTO005		PROTOUCH COMMUNICATIONS, LLC					
I2700236	09/05/26	AUG SVCS: AFTER-HRS EMERGENCY	Open	$537.70	$0.00		
PUMPM005		PUMPMAN PITTSBURGH LLC					
P2700034	07/21/26	REBUILD KIT FOR WASTING PUMP	Open	$4,033.84	$0.00		
ROBER025		ROBERT LYNN KERSHNER					
P2700151	09/21/26	INSTALL/WIRE NEW FM IN BLR RM	Open	$2,780.00	$0.00		
STHIN005		SHAFER, TROXELL & HOWE, LLC					
P2700049	08/03/26	TUSCAWILLA MIXER REPAIR	Open	$6,657.00	$0.00		
P2700127	09/02/26	KINGS CROSSING - PUMP REPAIR	Open	$12,925.00	$0.00		
			Vendor Total:	**$19,582.00**			
SNYDE005		SNYDER ENVIRONMENTAL SERVICES					
P2700133	09/10/26	AUGUST WORK	Open	$7,498.00	$0.00		
STEPT005		STEPTOE & JOHNSON PLLC					
I2700250	09/15/26	GENERAL EMPLOYER COUNSELING	Open	$893.75	$0.00		
I2700251	09/15/26	GENERAL ENVIRONMENTAL	Open	$8,100.00	$0.00		
			Vendor Total:	**$8,993.75**			
STONE005		STONER ENTERPRISES INC					
I2700245	09/15/26	SVC@ 661 S GEORGE ST	Open	$123.70	$0.00		
CINCI005		THE CINCINNATI INSURANCE COMPA					
I2700227	09/02/26	GF FM RNWL 9/12/26-9/12/27	Open	$1,000.00	$0.00		
I2700228	09/02/26	K.PIERSON BOND 8/19/26-8/19/27	Open	$120.00	$0.00		
			Vendor Total:	**$1,120.00**			

Vendor # / P.O. #	PO Date	*Name* / Description	Status	Amount	Void Amount	Contract	PO Type
COYNE005		COYNE CHEMICAL INC	*Account Continued*				
I2700230	09/03/26	MICRO C2000	Open	$3,916.80	$0.00		
I2700231	09/03/26	SODIUM PERMANGANATE 20%	Open	$2,432.70	$0.00		
I2700254	09/17/26	CONTAINER RETURNS	Open	90.00-	$0.00		
I2700255	09/17/26	AMMONIUM SULFATE 40% NSF	Open	$3,270.25	$0.00		
I2700256	09/17/26	CES PACL 2035	Open	$8,191.20	$0.00		
			Vendor Total:	**$17,630.95**			
CUMMI010		CUMMINS, INC					
P2700135	09/11/26	JEFFERSON HIGH PS RAD CAP REPL	Open	$98.32	$0.00		
DELLM005		DELL MARKETING L.P.					
P2700106	08/27/26	2 NEW COMPUTERS FOR TWWWTP	Open	$3,957.74	$0.00		
DODSO010		DODSON SEPTIC SERVICES, LLC					
P2700134	09/10/26	PUMP LIFT STATIONS	Open	$400.00	$0.00		
EASTM005		EAST MOUNTAIN HEALTH PHYSICIAN					
I2700232	08/31/26	MULT CREW VACCINES	Open	$620.00	$0.00		
FCIGR005		FCI GROUP LLC					
P2700154	09/21/26	NEW TPMS SENSORS	Open	$234.30	$0.00		
FREDE005		FREDERICKTOWNE LABS INC					
I2700238	08/31/26	TESTING	Open	$6,474.32	$0.00		
I2700239	08/31/26	TESTING	Open	$24,167.35	$0.00		
			Vendor Total:	**$30,641.67**			
GASKI005		GASKINS SERVICES LLC					
P2700153	09/21/26	LOADS OF TOPSOIL	Open	$1,600.00	$0.00		
GERAL005		GERALD TAYLOR CO., INC.					
I2700233	08/31/26	PUMP / TRANSPORT	Open	$1,004.80	$0.00		
I2700240	09/11/26	PUMP / TRANSPORT	Open	$562.62	$0.00		
I2700241	09/11/26	TRANSPORT	Open	$1,067.85	$0.00		
I2700242	09/11/26	SUPERVAC	Open	$1,557.63	$0.00		
I2700252	09/15/26	PUMP / TRANSPORT	Open	$440.70	$0.00		
			Vendor Total:	**$4,633.60**			
GUTTM005		GUTTMAN ENERGY					
I2700234	09/06/26	W/E 9/06/26	Open	$2,240.86	$0.00		
I2700243	09/13/26	W/E 9/13/26	Open	$2,594.94	$0.00		
			Vendor Total:	**$4,835.80**			
HACHC005		HACH COMPANY					
P2700056	08/03/26	TU5300 PROCESS HEAD REPL PART	Open	$333.60	$0.00		
HDSUP005		HD SUPPLY INC					
P2700121	09/03/26	MISC FOR SAMPLING AT WWTP	Open	$375.64	$0.00		
P2700129	09/09/26	CHLORINE CYLINDER REPAIR KITS	Open	$2,720.25	$0.00		
P2700132	09/10/26	MISC SUPPLIES CTWWTP	Open	$1,782.24	$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: *09/23/26 to 06/30/27*	***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
3RDTI005		3RD TIME TRUCKING					
I2700222	08/06/26	HAULING	Open	$327.20	$0.00		
I2700223	08/24/26	HAULING	Open	$980.16	$0.00		
			Vendor Total:	**$1,307.36**			
ARDEN005		ARDEN EQUIPMENT REPAIR, INC					
P2700031	07/20/26	NEW CLUTCH ZERO TURN MOWER	Open	$940.91	$0.00		
AUTOZ005		AUTOZONE, INC					
P2700130	09/09/26	MISC VEHICLE SUPPLIES-MAINT	Open	$254.49	$0.00		
P2700137	09/14/26	ANTIFREEZE FOR SEWER DEPT	Open	$61.20	$0.00		
P2700149	09/17/26	MISC FOR MAINTENANCE VEHICLES	Open	$222.47	$0.00		
			Vendor Total:	**$538.16**			
BIEDL005		BIEDLER'S ELECTRIC MOTOR REPAI					
P2700142	09/16/26	STEVE F	Open	$2,051.41	$0.00		
CASTO005		CASTO & HARRIS, INC.					
I2700224	09/03/26	LASER CKS	Open	$482.22	$0.00		
CHAMP005		CHAMPION OUTPUT SOLUTIONS INC					
I2700225	08/31/26	PRINTING SVCS AUG	Open	$3,289.79	$0.00		
I2700226	08/31/26	POSTAGE 4 PRINTING SVCS AUG	Open	$8,847.72	$0.00		
			Vendor Total:	**$12,137.51**			
CHARL030		CHARLES TOWN SEWER					
I2700259	09/23/26	AUG FUNDING	Open	$44,069.60	$0.00		
CHARL035		CHARLES TOWN WATER					
I2700260	09/23/26	AUG FUNDING	Open	$33,337.88	$0.00		
CITYO005		CITY OF CHARLES TOWN					
I2700220	08/31/26	AUG UTILITIES@ 661 S GEORGE ST	Open	$1,811.18	$0.00		
I2700221	09/23/26	OCT RENT@ 661 S GEORGE ST	Open	$2,550.00	$0.00		
			Vendor Total:	**$4,361.18**			
COREM005		CORE & MAIN INC					
P2700086	08/24/26	MISC FOR FIRE HYDRANT-WTP	Open	$178.57	$0.00		
P2700087	08/24/26	WATER STOCK	Open	$8,752.50	$0.00		
P2700099	08/25/26	STOCK ORDER MAINTENANCE	Open	$472.30	$0.00		
P2700128	09/09/26	BURNS ST	Open	$701.28	$0.00		
P2700155	09/21/26	VANCE REPLACEMENT AT WTP	Open	$239.04	$0.00		
			Vendor Total:	**$10,343.69**			
COYNE005		COYNE CHEMICAL INC					
I2700229	09/03/26	CONTAINER RETURNS	Open	90.00-	$0.00		

CHARLES TOWN UTILITY BOARD

Wednesday, September 23, 2026

Regular Meeting

661 South George Street
Charles Town, WV 25414

Next Meeting - October 14, 2026 at 4:00 P.M.