# CHARLES TOWN UTILITY BOARD
# AGENDA

**WEDNESDAY, OCTOBER 14, 2026**

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

## REVISED

## CALL TO ORDER

1. **APPROVAL OF MINUTES**
   a. Approval of September 23, 2026 Regular Meeting Minutes
   UB Minutes 09.23.26.pdf
   b. Approval of October 7, 2026 Special Meeting Minutes
   UB Minutes 10.07.26.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.

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. Update on Summit Point Regional Utility Corridor Initiative
   i. Potesta Proposal for Master Services Agreement
   Agreement Between Owner and Engineer for Professional Services.pdf
   Task Order No. 1 for CTUB.pdf

Revised Task Order No. 2.pdf

ii. Update on Board Letter to Senator Capito

c. Update on Audit Committee Selection

4. **NEW BUSINESS**

a. Consideration and Approval of Updated Engineering Services - Greenfield Forcemain & Samuel Street Flow Meter Project
GDF Greenfield Forcemain Samuel Street PS Flow Meter Construction Administration Proposal (SIGNED).pdf

b. CTUB Draft Policy for Public Transparency in Agency Business, Agreements, Contracts and Engagements
CTUB Policy for Public Transparency in Agency Business, Agreements, Contracts, & Engagements (DRAFT).pdf

c. Cooley Public Strategies Presentation: Draft CTUB Projects Dashboard

d Public Report on the Middleway Stormwater Permit Application and Status Report on Actions Taken to Date
CTUB Letter to WVDEP DWWM Director Bandy (NPDES Permit No. 113389).pdf

e. Quotes for New Generator and Automatic Transfer Switch Installation at Samual Street Pump Station and ~~Flowing Springs~~ Jefferson High School Pump Station
Estimate 54 - Samuel St PS.pdf
Estimate 55 - Flowing Springs PS.pdf

f. Quote to Repair the Effluent Flygt Pump at Charles Town Wastewater Plant
STH Quote for Pump.pdf

5. **MANAGER REPORTS**

a. Utility Manager Report

i. Huntfield Tree Root Intrusion Project - Update & Status
   a. Foaming Root Treatment Product Information
   b. September 9th Cost Estimate
   c. Root Intrusion Map & Diagram
   Huntfield Tree Root Intrusion Project.pdf

ii. Locust Hill Pond Water Quality Pilot Program - Update & Status
   a. Dosing Schedule & Instructions
   b. Sampling & Testing Results
   c. September 15th DO Profile
   d. Pilot Program Status
   Locust Hill Pond Water Quality Pilot Program.pdf

iii. September 28th JCC Good Neighbor Data Center Guardrails Workshop
JC Good Neighbor Data Center Guardrails Workshop - CTUB Handout (FINAL) V2.pdf

iv. October 7th CTUB Special Meeting & Public Notice

v. October 14th JCC Town Hall - Impacts of Residential Growth
CTUB Handout - JCC Workshop - Impacts of Growth on Municipal Utilities.pdf

b. Chairman Report
c. Engineering Report

6. **APPROVAL OF BILLS**
   a. October 14, 2026
      Board Report 10.14.26.pdf

7. **ADJOURNMENT**

8. **INFORMATION ONLY**
   a. Next Meeting - October 28, 2026 at 4:00 P.M.
      Revenue & Expense May 2026.pdf
      Revenue & Expense June 2026.pdf

# CHARLES TOWN UTILITY BOARD

**Wednesday, October 14, 2026**

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**Regular Meeting**

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

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Approval of September 23, 2026 Regular Meeting Minutes

**Attachments:**

UB Minutes 09.23.26.pdf

**Charles Town Utility Board**
**Regular Board Meeting**
**September 23, 2026**

The Charles Town Utility Board held a regular meeting on September 23, 2026 at 4:00 P.M. Members of the Board present were Mayor Micheal George, Chairman; John Maxey, Vice Chairman; Duke Pierson, Treasurer and Heidi Parker. 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.

Board member, Patrick Kratovil was absent from the meeting.

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

**APPROVAL OF MINUTES**
Approval of September 9, 2026 Regular Meeting Minutes
The Chairman called for changes or corrections to the September 9, 2026 regular meeting minutes.

**Action:** **Motion made by Mr. Pierson, second by Mr. Maxey, the Board unanimously approved the September 9, 2026 minutes as presented.**

**PUBLIC COMMENT**
Public comment was received from Leah Rampy, David Rampy, Stacy Chapman, Cheryl Middleton, Lindsay McLaughlin, Amanda Stroud, Tamar Kavaldjian-Liskey, Michael Binder, Jakob Light, Lynn Delles, Christine Wimer, John Doyle, Lisa White, Rebecca Thompson, Troy Miller, Giuliana Broyun, Jessie Norris, Rebecca Phipps, Lisa Payne, Martha Beck, Mary Lind, and Peggy Bowers.

**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.

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.

**Action:** **Motion made by Mr. Maxey, second by Mr. Pierson, the Board unanimously approved convening into Executive Session at 5:05 P.M. to discuss these two items.**

The Board convened back into public session at 6:32 P.M.

**Action:** **Motion made by Mr. Maxey, second by Mr. Pierson, the Board unanimously directed management to prepare a letter to the DEP, copying Sidewinder, announcing CTUB's intent to close the existing**

**permit registration and simultaneously file a new permit application providing any additional information necessary to obtain a proper permit. CTUB intends to take no action on the current permit until the proper information and procedure are completed for filing the new permit, and at that time CTUB will request that the existing permit registration be withdrawn and simultaneously file the proper permit application. The proper permit application will request DEP to provide the maximum public comment period and request a public hearing to be held only after the Supreme Court decision before final issuance of any permit.**

The Chairman directed staff to perform an internal investigation to be turned over to CTUB legal counsel for review and determine if a 3rd party investigation is needed.

**OLD BUSINESS**

Update on Summit Point Regional Corridor Initiative

Mr. Mantello provided he received the "mini" PER from Potesta to provide water and wastewater services to the South Jefferson Elementary School just before the meeting so he will include at the next board meeting.

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

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

Mr. Mantello mentioned this item was tabled last meeting.

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

Mr. Mantello stated this has been reviewed for engineering sufficiency and is ready for Board action.

**Action: Motion made by Mr. Maxey, second by Mrs. Parker, the Board unanimously approved the draft sewer AMEA for Augustine Manor.**

**Action: Motion made by Mr. Maxey, second by Mrs. Parker, the Board unanimously approved the draft water AMEA for Augustine Manor.**

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

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

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

**NEW BUSINESS**

FOIA Policy and Requests

Mr. Mantello provided that staff is reviewing the process and policies for accepting, reviewing and completing FOIA requests and made a top priority of completing the requests that have been received. The Board provided discussions.

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

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

Mr. Mantello included a proposal in the packet for an additional one month of on-site RPR inspections services for the Collection System Project through October 2026.

**Action:** **Motion made by Mrs. Parker, second by Mr. Pierson, the Board unanimously approved the Engineering Amendment No. 3 for additional RPR inspection services.**

Quote for Manhole Relining

Mr. Mantello provided a quote for the relining of six manholes throughout the system which was included in the Capital Plan for fiscal year 2027.

**Action:** **Motion made by Mr. Maxey, second by Mrs. Parker, the Board unanimously approved the manhole relining quote.**

Quote to Rebuild VFD for Water Treatment Plant

Mr. Mantello provided a quote to rebuild the VFD at the Water Treatment Plant after being damaged.

**Action:** **Motion made by Mrs. Parker, second by Mr. Maxey, the Board unanimously approved the quote to rebuild the VFD for $21,798.75.**

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

Mr. Mantello provided a quote to upgrade the SCADA and Kruger computer at the Tuscawilla Wastewater Plant.

**Action:** **Motion made by Mrs. Parker, second by Mr. Maxey, with discussions from the Board, the Board unanimously approved the SCADA and Kruger computer upgrades for the Tuscawilla Wastewater Treatment Plant.**

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.

This item was removed from the agenda.

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

## MANAGER REPORTS

Utility Manager Report

Mr. Mantello briefed the Board on his monthly updates including the September 28th Good Neighbors Workshop, a decanter failure in Basin #2 at the Charles Town wastewater plant, an invitation to Middleway Day on October 10th and his six-month probation period ending October 20th.

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

Chairman Report

The Chairman provided the City conducted a stormwater study and found one sanitary sewer line connected to stormwater.

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

Engineering Report

There were no updates.

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

## APPROVAL OF BILLS

September 23, 2026

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

## ADJOURNMENT

There being no further business at this time, the Board adjourned the meeting at 6:53 P.M.

## INFORMATION ONLY

The next regular meeting is scheduled for Wednesday, October 14, 2026 at 4:00 P.M. at 661 S. George Street.

| | |
|---|---|
| _____ | _____ |
| Mayor Micheal George | Ashley Stottlemyer |
| Chairman | Secretary |

# CHARLES TOWN UTILITY BOARD

**Wednesday, October 14, 2026**

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**Regular Meeting**

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

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Approval of October 7, 2026 Special Meeting Minutes

**Attachments:**

UB Minutes 10.07.26.pdf

**Charles Town Utility Board**
**Regular Board Meeting**
**October 7, 2026**

The Charles Town Utility Board held a special meeting on October 7, 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), Tracey Eberling, Legal Counsel (Zoom); Richard Lewis, Legal Counsel (Zoom); Stephanie Grove, Legal Counsel for the City of Charles Town (Zoom) and County Commission Liaison, Commissioner Mike Mood.

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

**EXECUTIVE SESSION**
Legal Issues related to Former General Manager, Kristen Stolipher - Executive Session under the provision of W. VA Code §6-9a-4(b)(12) may be considered for the purpose of receiving attorney – client privileged legal advice

**Action:** **Motion made by Mr. Pierson, second by Mr. Kratovil, the Board unanimously approved convening into Executive Session at 4:01 P.M. to discuss Legal Issues related to Former General Manager, Kristen Stolipher - Executive Session under the provision of W. VA Code §6-9a-4(b)(12) may be considered for the purpose of receiving attorney – client privileged legal advice.**

The Board convened back into public session at 4:35 P.M.

The Chairman stated that legal counsel has reviewed the staff's investigation and found it to be thorough and agreed with staff that there are no indications of illegal actions so an independent third-party examination is not recommended by legal counsel.

**Action:** **Motion made by Mr. Kratovil, second by Mr. Maxey, the Board unanimously approved directing the General Manager propose policies for the Board's review at the next Board meeting to prevent any reoccurrences of this situation.**

**PUBLIC COMMENT**
Public comment was received from Dan Casto and Christine Wimer.

**OLD BUSINESS**
Update on Summit Point Regional Utility Corridor Initiative

Potesta Proposal for Phase I (South Jefferson Elementary School) – Review & Consideration

Mr. Mantello included the proposal from Potesta for the Phase I "mini" PER to provide water and wastewater services to the South Jefferson Elementary School totaling $150,000 to be funded through grants and CIF funding. Mr. Mantello provided further language he would like to see added to the proposal. He also mentioned Potesta is drafting a Master Services agreement which

will include Phase I for the Board's review at the next meeting. The Board provided discussions and had no objections.

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

Draft Revision for CTUB Request for Scope, Schedule, & Fee Proposal (Phase V - Community Concerns, Mitigation, Public Benefits, & Engagement) - Review & Discussion

Mr. Mantello mentioned that he, Mr. Maxey and Mayor George attended a Guardrails Workshop hosted by the County where they discussed HB2014 and data center development. Mr. Mantello drafted a revised scope to Potesta relating to the Summit Point Initiative to ensure public input in the data center development for this project. The Board had no objections to Mr. Mantello moving forward with the revisions.

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

## NEW BUSINESS

Draft Potomac Metals Sewer Service Installation, Maintenance, & Ownership Agreement - Review & Consideration

Mr. Mantello provided a draft agreement with Potomac Metals for sewer service. The customer recently received notice from the Health Department of a failing septic and worked with staff to tie into the CTUB system by gravity. Mr. Mantello mentioned that the customer installed their portion of the gravity line, but our staff was unable to break through rock to install CTUB's portion so a small privately owned on-site pump station, installed by CTUB, was found to be the most financially feasible option. The Board provided discussions. Mrs. Wilson reviewed the agreement and had no concerns.

**Action:** **Motion made by Mr. Pierson, second and amended by Mr. Maxey, the Board unanimously accepted the proposal for a private pump station in place of an extension of a gravity line as presented.**

Collection System Project - Resolution No. 39 - CIF No. 31, Pay App No. 18

Mrs. Shultz provided the pay application for Resolution No. 39 – CIF Payment #31 in the amount of $203,501.40 for work completed.

**Action:** **Motion made by Mrs. Parker, second by Mr. Pierson, the Board unanimously approved Resolution No. 39.**

Proposal for Professional Accounting Services

Mrs. Shultz included a proposal from Cox Hollida Young, PLLC for Professional Accounting Services since Mr. John Kunkle retired.

**Action:** **Motion made by Mr. Pierson, second by Mr. Maxey, the Board unanimously accepted the submitted bid with the caveat to look into future endeavors that may alleviate the workload for staff.**

Maintenance Building Project - Resolution No. 2, Pay App No. 2

Mrs. Shultz provided the pay application for Resolution No. 2 in the amount of $150,120.00 for work completed.

**Action:** **Motion made by Mrs. Parker, second by Mr. Pierson, the Board unanimously approved Resolution No. 2.**

## APPROVAL OF BILLS

October 7, 2026

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

**EXECUTIVE SESSION**

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

**Action:** **Motion made by Mr. Pierson, second by Mrs. Parker, the Board unanimously approved convening into Executive Session at 5:15 P.M. to discuss the 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.**

The Board convened back into public session at 5:33 P.M.

**ADJOURNMENT**

There being no further business at this time, the Board adjourned the meeting at 5:34 P.M.

**INFORMATION ONLY**

The next regular meeting is scheduled for Wednesday, October 14, 2026 at 4:00 P.M. at 661 S. George Street.

| | |
|---|---|
| Mayor Micheal George | Ashley Stottlemyer |
| Chairman | Secretary |

# CHARLES TOWN UTILITY BOARD

**Wednesday, October 14, 2026**

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**Regular Meeting**

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

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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.

# CHARLES TOWN UTILITY BOARD

**Wednesday, October 14, 2026**

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**Regular Meeting**

**661 South George Street**
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Update on Summit Point Regional Utility Corridor Initiative

# CHARLES TOWN UTILITY BOARD

**Wednesday, October 14, 2026**

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

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Potesta Proposal for Master Services Agreement

**Attachments:**

Agreement Between Owner and Engineer for Professional Services.pdf
Task Order No. 1 for CTUB.pdf
Revised Task Order No. 2.pdf

# AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES—TASK ORDER EDITION

## MAIN AGREEMENT

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# AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES—TASK ORDER EDITION

## MAIN AGREEMENT

This Main Agreement is a part of the Agreement between **Charles Town Utility Board** (Owner) and **Potesta & Associates, Inc.** (Engineer). Other terms used in the Agreement are defined in Article 7.

From time to time Owner may request that Engineer provide professional services for Specific Projects. Each engagement will be documented by a Task Order. This Main Agreement sets forth the general terms and conditions that apply to all duly executed Task Orders.

Owner and Engineer further agree as follows:

**ARTICLE 1—SERVICES OF ENGINEER**

1.01 General

A. Engineer's services will be detailed in a duly executed Task Order for each Specific Project, or for a portion of a Specific Project.

B. The Main Agreement is not a commitment by Owner to issue any Task Orders.

C. Engineer will not be obligated to perform any prospective Task Order unless and until (1) Owner and Engineer agree to the particulars of the assignment, including the scope of Engineer's services, time for performance, Engineer's compensation, and all other appropriate matters, and include such particulars in the Task Order, and (2) Owner and Engineer both sign the Task Order.

D. Each duly executed Task Order will be subject to the terms and conditions of (a) this Main Agreement; (b) the Main Agreement's exhibits; (c) any executed written amendments of the Main Agreement (see Exhibit C); (d) the specific Task Order itself; (e) the specific Task Order's exhibits; and (f) any amendments or modifications of the specific Task Order.

1.02 Task Order Procedure

A. The general recommended format of a Task Order is presented in the accompanying Task Order Form. Commonly-used Task Order exhibits are presented in the accompanying Exhibits to Task Order document.

B. Each specific Task Order will indicate:

1. Project Background Data;

2. Specific services to be performed by Engineer ("Scope"), including key deliverables;

3. Additions or Modifications to Owner's Responsibilities;

4. Task Order Schedule;


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5. Engineer's Compensation for Task Order; and

6. Primary Subconsultants, if any.

C. With respect to the Engineer's scope of services under a specific Task Order, each specific Task Order will either (1) be accompanied by and incorporate an Exhibit A, "Engineer's Services Under Task Order," and Exhibit B, "Deliverables Schedule," prepared for the specific Task Order, or (2) state a customized scope of services and deliverables schedule in the Task Order document itself or in an attachment.

D. Upon signature of the Task Order by both parties (but no earlier than the Effective Date of the specific Task Order), Engineer will commence performance and furnish, or cause to be furnished, the services authorized by the Task Order.

E. Task Orders may be amended as set forth in Paragraph 8.05.B of this Main Agreement.

1.03 Management of Engineering Services

A. All phases of Engineer's services under each Task Order will include management of Engineer's Specific Project responsibilities, including but not limited to the following management tasks, whether separately tracked and itemized or included as being incidental to other phase and scope task items.

1. Develop and submit an Engineering Services Schedule. The Engineering Services Schedule will:

a. be consistent with and serve as a supplement to the Schedule of Deliverables set forth in Exhibit B to Task Order.

b. be updated on a regular basis, and as required to reflect any programmatic decisions by Owner.

c. include, but not be limited to, an anticipated sequence of tasks; estimates of task duration; interrelationships among tasks; milestone meetings and submittals; anticipated schedule of construction; and other pertinent Project events.

2. Develop and submit detailed work plans from Exhibit A to Task Order tasks.

3. Coordinate services within Engineer's internal team, and with Subconsultants and Engineer's Subcontractors.

4. Prepare for and participate in meetings with consultants and contractors working on other parts of the Specific Project that may affect, or be affected by, Engineer's services or resulting construction.

5. Prepare and submit **monthly** engineering services progress reports to the Owner. Include a summary of services performed in period, expected progress in next period, percent completion of current tasks, and a description of major issues or concerns.

6. Special Invoicing: In addition to, or as a substitute for, Engineer's standard invoicing, for each invoice provide the specified additional information or documentation, following the invoicing procedures indicated: **N/A**


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7. Conduct ongoing management tasks, including:

    a. Maintaining communications records and files pertaining to or arising from Engineer's services;

    b. With respect to Engineer's services and other directly relevant parts of the Specific Project, prepare for and participate in periodic progress meetings with Owner to discuss progress, schedule, budget, issues, potential problems and their resolution; and

    c. Preparing agendas prior to and minutes following all Engineer-led meetings.

B. Unless a different standard is expressly set forth in a specific Task Order, in all phases of Engineer's services, Engineer shall prepare draft and final Drawings in accordance with Engineer's CAD standards using 2024-version Autodesk Civil 3D software.

C. The source documents for the draft and final Specifications in all phases of Engineer's services will be Engineer's standard specifications, unless a different source document is expressly identified in the specific Task Order.

1.04 Sequencing and Coordination

A. For each Task Order, the Work to be designed or specified by Engineer, upon which the Engineer's scope has been established, will be performed or furnished under one prime Construction Contract, unless specified otherwise in the Task Order.

B. If the Work designed or specified by Engineer under a specific Task Order is to be performed or furnished under more than one prime Construction Contract, or if Engineer's services are to be separately sequenced with the work of one or more of Owner's consultants or contractors (such as in the case of fast-tracking), then:

1. the Task Order's Deliverables Schedule will account for the need to sequence and properly coordinate Engineer's services as applicable to the Work under the Construction Contracts; or

2. If the Task Order does not address such sequencing and coordination, then Owner and Engineer will jointly develop a schedule for sequencing and coordination of services prior to commencement of final design services; this schedule is to be prepared and included in or become an amendment to the authorizing Task Order, whether the work under such contracts is to proceed concurrently or sequentially.

**ARTICLE 2—OWNER'S RESPONSIBILITIES**

2.01 Application of Owner's Responsibilities

A. The responsibilities of Owner set forth in Article 2 apply to each Specific Project and each specific Task Order. Supplemental responsibilities of Owner applicable only to a specific Task Order may be stated in the specific Task Order.

2.02 Project Information

A. To the extent Owner has not already provided the following, or has new, additional, or revised information from that previously provided, Owner shall provide Engineer with


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information and data needed by Engineer in the performance of the Specific Project, including Owner's:

1. design objectives and constraints;
2. space, capacity, and performance requirements;
3. flexibility and expandability needs;
4. design and construction standards;
5. budgetary limitations; and
6. any other available information pertinent to the Specific Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.

B. Following Engineer's assessment of initially-available information and data and upon Engineer's request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services under the Task Order; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information as Additional Services. Such additional information or data may include the following:

1. Property descriptions.
2. Zoning, deed, and other land use restrictions.
3. Surveys, Mapping, and Utility Documentation.
4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Specific Project, the Site, and adjacent areas.
7. Data or consultations as required for the specific Task Order but not otherwise identified in this Agreement.

C. Owner shall examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

D. If a specific Task Order requires Engineer to assist Owner in collating the various cost categories that comprise Total Project Costs, Owner shall furnish to Engineer data as to Owner's anticipated costs for services to be provided to Owner by others (including, but not


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limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice).

E. Owner shall advise Engineer if any invention, design, process, product, or device that Owner has requested, required, or recommended for inclusion in the Drawings or Specifications prepared or furnished under a Task Order will be subject to payment (whether by Owner or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights.

F. Owner shall inform Engineer as to whether Engineer's assistance is requested with respect to Owner's evaluation of the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A to Task Order.

G. Owner shall inform Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Specific Project.

2.03 Owner's Instructions Regarding Bidding and Construction Contract Documents

A. Owner shall give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable) and Owner's construction contract practices and requirements, and furnish to Engineer (or give specific directions requesting Engineer to use copies already in Engineer's possession) the following:

1. Owner's standard contract forms, general conditions (if other than the current edition of EJCDC® C-700, Standard General Conditions of the Construction Contract), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in draft Construction Contract Documents;

2. insurance and bonding requirements;

3. protocols for electronic transmittals during bidding and construction;

4. Owner's safety and security programs applicable to Contractor and other Constructors;

5. diversity and other social responsibility requirements;

6. bidding and contract requirements of funding, financing, or regulatory entities;

7. other specific conditions applicable to the procurement of construction or contract documents;

8. any other information necessary for Engineer to assist Owner in preparing, for each Specific Project, bidding-related documents (or requests for proposals or other construction procurement documents) and Construction Contract Documents.

B. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise) and other engineering or technical matters.

1. Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.

C. Owner shall place and pay for advertisements for Bids in appropriate publications.


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2.04 Owner-Furnished Services

A. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, Owner shall obtain, as required for each Specific Project:

1. Accounting, bond and financial advisory services (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.

2. Legal services, including attorney review of proposed Construction Contract Documents, legal services required by Owner, legal services needed as a result of issues raised by Contractor, and Project-related legal services reasonably requested by Engineer.

3. Auditing services, including those needed by Owner to ascertain how or for what purpose Contractor has used money paid to it.

B. Owner shall provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Owner shall provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.

C. Owner shall acquire or arrange for acquisition of the Site(s) and any temporary or permanent rights of access, easements, or property rights needed for each Specific Project.

D. With respect to the portions or phases of each Specific Project designed or specified by Engineer, Owner shall provide, obtain, or arrange for:

1. all required reviews, approvals, consents, and permits from governmental authorities having jurisdiction, and

2. such reviews, approvals, and consents from others as may be necessary for completion of each portion or phase of the Specific Project.

E. Owner may delegate to a Contractor or others the responsibilities set forth in Paragraphs 2.04.C and D.

2.05 Owner's General Responsibilities

A. Owner shall inform Engineer of the policies, procedures, and requirements of Owner that are applicable to Engineer's performance of services under this Agreement and under each Task Order.

B. Owner will provide Engineer with Owner's budget for each Specific Project, including type and source of funding to be used and will promptly inform Engineer if the budget or funding sources change.


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C. Owner shall inform Engineer in writing of any safety or security programs that are applicable to the personnel of Engineer, its Subconsultants, and Engineer's Subcontractors, as they visit the Site or otherwise perform services under this Agreement and under each Task Order.

D. Owner shall arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under this Agreement and under each Task Order.

E. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance of its services.

F. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement or any Task Order. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement or any Task Order, subject to any express limitations or reservations applicable to the furnished items.

G. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:

1. any development that affects the scope or time of performance of Engineer's services;

2. the presence at the Site of any Constituent of Concern; or

3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

H. Owner shall advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to a Specific Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.

I. If Owner designates a construction manager, site representative, or any individual or entity other than, or in addition to, Engineer to represent Owner at the Site, then Owner shall define and set forth, in an exhibit to the governing Task Order, the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.

J. Owner shall:

1. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.

2. Primarily communicate with Engineer's Subcontractors and Subconsultants through the Engineer.

a. Promptly inform Engineer of the substance of any communications between Owner and Engineer's Subcontractors or Subconsultants.


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b. Refrain from directing the services of Engineer's Subcontractors or Subconsultants.

3. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of each Task Order, as required.

4. Perform or provide the following:

a. All other Owner responsibilities expressly identified in any Task Order, not otherwise set forth in this Agreement.

b. None

2.06 Payment

A. Owner shall pay Engineer as set forth in each Task Order, pursuant to the applicable terms of Article 4.

**ARTICLE 3—TERM AND TIMES FOR RENDERING SERVICES**

3.01 Term

A. This Agreement will be effective and applicable to Task Orders issued hereunder for twenty (20) years from the Effective Date of the Agreement.

B. The parties may extend or renew this Agreement, with or without changes, by written instrument establishing a new term.

3.02 Commencement

A. Engineer is authorized to begin rendering services under a Task Order as of the Effective Date of the Task Order.

3.03 Time for Completion

A. The Effective Date of the Task Order and the times for completing services or providing deliverables will be stated in each Task Order.

B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, will be adjusted equitably.

C. If Owner authorizes changes in the scope, extent, or character of a Specific Project, or of Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, will be adjusted equitably.

D. If the Contract Times to complete the Work under a Construction Contract are extended beyond the period stated in the governing Task Order, Owner will pay Engineer for the additional services during the extension based on the Standard Hourly Rates Method of Payment.

E. If Engineer fails, for reasons within the control of Engineer, to complete the performance required in a Task Order within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages to the extent, if any, resulting from such failure by Engineer.


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**ARTICLE 4—INVOICES AND PAYMENTS**

4.01 Invoices

A. Preparation and Submittal of Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices; the terms of any progress reporting and special invoicing requirements in Paragraph 1.03, or as otherwise required in Exhibit A to the Task Order; and with the applicable terms of Appendix 1 to Main Agreement, Reimbursable Expenses Schedule, and Appendix 2 to Main Agreement, Standard Hourly Rates Schedule. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 Payments

A. Application to Interest and Principal: Payment will be credited first to any interest owed to Engineer and then to principal.

B. Disputed Invoices: If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion, subject to the terms of Article 4. After a disputed item has been resolved, Engineer shall include the agreed-upon amount on a new invoice.

C. Failure to Pay: If Owner fails to make any undisputed payment due Engineer within 30 days after receipt of Engineer's invoice, then:

1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and

2. Engineer may, after giving 7 days' written notice to Owner, suspend services under this Agreement until Owner has paid in full amounts due. Owner waives any and all claims against Engineer for any such suspension.

D. Sales or Use Taxes: If after the Effective Date of a Task Order any governmental entity takes an action that imposes additional sales or use taxes on Engineer's services or compensation under the Task Order, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement will be in addition to the compensation to which Engineer is entitled under the terms of this Main Agreement and the specific Task Order.

4.03 Basis of Compensation

A. The bases of compensation (compensation methods) for Basic Services (including if applicable the bases of compensation for individual phases of Basic Services) and for Additional Services must be identified in each specific Task Order (Task Order Form, Paragraph 6). Owner shall pay Engineer for services in accordance with the applicable basis of compensation.

B. The three following bases of compensation are used for services under Task Orders, as identified in each specific Task Order:

1. Lump Sum (plus any expenses expressly eligible for reimbursement)


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2. Standard Hourly Rates (plus any expenses expressly eligible for reimbursement)

3. Direct Labor Costs Times a Factor (plus any expenses expressly eligible for reimbursement)

C. The terms and conditions applicable to each of the three compensation methods are set forth in Paragraph 4.04.

4.04 Explanation of Compensation Methods

A. Lump Sum

1. Owner shall pay Engineer a Lump Sum amount for the specified category of services.

2. The Lump Sum will include compensation for Engineer's services and services of Engineer's Subcontractors and Subconsultants, if any. The Lump Sum constitutes full and complete compensation for Engineer's services in the specified category, including labor costs, overhead, profit, expenses (other than those expenses expressly eligible for reimbursement, if any), and Engineer's Subcontractor and Subconsultant charges.

3. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following expenses reasonably and necessarily incurred by Engineer in connection with the performing or furnishing of the services in the specified category (see Appendix 1 for rates or charges):

a. None

4. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the proportion of the total services completed during the billing period to the Lump Sum.

B. Standard Hourly Rates

1. For the specified category of services, the Owner shall pay Engineer an amount equal to the cumulative hours charged to the Specific Project by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class. Under this method, Engineer shall also be entitled to reimbursement from Owner for the expenses identified in Paragraph 4.05 below, and Appendix 1.

2. Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

3. Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Agreement as Appendices 1 and 2.

4. The total estimated compensation for the specified category of services will be stated in the Task Order. This total estimated compensation will incorporate all labor at Standard Hourly Rates, and reimbursable expenses (including Engineer's Subcontractor and Subconsultant charges, if any).

5. The amounts billed will be based on the cumulative hours charged to the specified category of services on the Specific Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus


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reimbursable expenses (including Engineer's Subcontractor and Subconsultant charges, if any).

6. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually (as of January 1st) to reflect equitable changes in the compensation payable to Engineer.

C. Direct Labor Costs Times a Factor

1. For the specified category of services, the Owner shall pay Engineer an amount equal to Engineer's Direct Labor Costs times a factor to be negotiated for each Task Order that will bill on a Direct Labor Costs Times a Factor basis for the services of Engineer's employees engaged on the Specific Project. Direct Labor Costs means salaries and wages paid to employees but does not include payroll-related costs or benefits. Under this method, Engineer shall also be entitled to reimbursement from Owner for the expenses identified in Paragraph 4.05 below, and Appendix 1.

2. Engineer's Reimbursable Expenses Schedule is attached to this Exhibit as Appendix 1.

3. The total estimated compensation for the specified category of services must be stated in the Task Order. This total estimated compensation incorporates all labor, overhead, profit, and reimbursable expenses (including Consultant's charges, if any).

4. The amounts billed will be based on the applicable Direct Labor Costs for the cumulative hours charged to the specified category of services on the Specific Project during the billing period times the above-designated Factor, plus reimbursable expenses (including Engineer's Subcontractor and Subconsultant charges, if any).

5. The Reimbursable Expenses Schedule, Direct Labor Costs, and the factor applied to Direct Labor Costs will be adjusted annually (as of January 1st) to reflect equitable changes in the compensation payable to Engineer.

4.05 Reimbursable Expenses

A. Under the Lump Sum method basis of compensation to Engineer, unless expressly indicated otherwise the Lump Sum amount includes the following categories of expenses: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone services, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Specific Project-related items; and Engineer's Subcontractor and Subconsultant charges. These expenses are not reimbursable under the Lump Sum method, unless expressly indicated otherwise in Paragraph 4.04.A.3 above.

B. Expenses eligible for reimbursement under the Direct Labor Costs Times a Factor and Standard Hourly Rate methods of compensation include the following expenses reasonably and necessarily incurred by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Task Order:

1. Transportation (including mileage), lodging, and subsistence incidental thereto;

2. Providing and maintaining field office facilities including furnishings and utilities;


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3. Toll telephone calls, mobile phone services, and courier services; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Specific Project-related items;

4. Consultant charges; and

5. Other expenses identified in Appendix 1.

C. Reimbursable expenses reasonably and necessarily incurred in connection with services provided under the Direct Labor Costs Times a Factor and Standard Hourly Rate methods must be paid at the rates set forth in Appendix 1, Reimbursable Expenses Schedule, subject to the factors set forth below.

D. The amounts payable to Engineer for reimbursable expenses will be the Project-specific internal expenses actually incurred or allocated by Engineer, plus all invoiced external reimbursable expenses allocable to the Specific Project, the latter multiplied by a factor of 1.12.

E. Whenever Engineer is entitled to compensation for the charges of its Consultants, those charges will be the amount billed by such Consultants to Engineer times a factor of 1.12.

F. The external reimbursable expenses and Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

4.06 Other Provisions Concerning Payment

A. Estimated Compensation Amounts

1. Engineer's estimate of the amounts that will become payable for services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.

2. When estimated compensation amounts have been stated in a Task Order and it subsequently becomes apparent to Engineer that a compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination for Owner's convenience of Engineer's services under the Task Order. Upon notice, Owner and Engineer will promptly review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services under the Task Order for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend the Engineer's services during the negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer will be paid for all services rendered.


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**ARTICLE 5—OPINIONS OF COST**

5.01 Opinions of Probable Construction Cost

A. Engineer's opinions of probable Construction Cost (if any) are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 Opinions of Total Project Costs

A. The services, if any, of Engineer with respect to Total Project Costs will be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

**ARTICLE 6—GENERAL CONSIDERATIONS**

6.01 Standards of Performance

A. Standard of Care: The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.

B. Technical Accuracy: Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

C. Engineer's Subcontractors and Subconsultants: Engineer may retain such Engineer's Subcontractors and Subconsultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.

D. Reliance on Others: Subject to the standard of care set forth in Paragraph 6.01.A, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

E. Compliance with Laws and Regulations, and Policies and Procedures

1. Engineer and Owner shall comply with applicable Laws and Regulations.

2. Engineer shall comply with the policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in


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Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.

3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:

   a. changes after the Effective Date of the Task Order to Laws and Regulations,

   b. the receipt by Engineer after the Effective Date of the Task Order of Owner-provided written policies and procedures, and

   c. changes after the Effective Date of the Task Order to Owner-provided written policies or procedures.

F. General Conditions of Construction Contract: The general conditions for any construction contract documents prepared hereunder are to be the current edition of EJCDC® C-700, Standard General Conditions of the Construction Contract, prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in this Agreement.

G. Copies of Drawings and Specifications: If Engineer is required to prepare or furnish Drawings or Specifications under a specific Task Order, Engineer shall deliver to Owner at least one complete electronic copy of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations, and one complete printed copy, duly signed and sealed.

H. Engineer shall not be required to sign any document, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant conditions whose existence the Engineer cannot ascertain within the authorized scope of Engineer's services. Owner agrees not to make resolution of any dispute with Engineer or payment of any amount due to Engineer in any way contingent upon Engineer signing any such document.

I. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

J. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.

K. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer.

L. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.

M. Engineer's services do not include providing legal advice or representation.


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N. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

O. While at the Site, Engineer, its Subconsultants, and Engineer's Subcontractors, and their employees and representatives will comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 Ownership and Use of Documents

A. All Documents are instruments of service, and Engineer owns the Documents, including all associated copyrights and the right of reuse at the discretion of the Engineer. Engineer shall continue to own the Documents and all associated rights whether or not the Specific Project is completed.

1. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Specific Project.

2. Engineer grants Owner a limited license to use the Documents on the Specific Project, extensions of the Specific Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations:

a. Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Specific Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Specific Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;

b. any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Subconsultants;

c. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and

d. such limited license to Owner shall not create any rights in third parties.

B. If Engineer, at Owner's request, verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

C. Engineer shall inform Owner if Engineer is aware of any invention, design, process, product, or device specified in the Drawings, Specifications, or other Documents that is subject to


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payment (whether by Owner or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights. If Engineer's good-faith inclusion in the Drawings, Specifications, or other Documents of new, innovative, or non-standard technologies, for the benefit of Owner and the Project, results in third-party claims of infringement or violation of intellectual property rights, then Owner and Engineer shall share equally the costs of defending against, settling, or paying such claims.

D. Engineer will obtain Owner's consent, which will not be unreasonably withheld, prior to releasing any publicity, including news and press releases, promotional publications, award and prize competition submittals, and other advertising regarding the subject matter of this Agreement. Nothing herein will limit the Engineer's right to include information in statements of qualifications and proposals to others accurately describing its participation and participation of employees in the Project.

6.03 Electronic Transmittals

A. To the fullest extent practical, Owner and Engineer agree to transmit, and accept, all correspondence, Documents, text, data, drawings, information, and graphics related to each Specific Project, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with Exhibit F, Electronic Documents Protocol (EDP).

1. Compliance with the EDP by Engineer shall be considered a Basic Service and no direct or separate compensation will be paid to Engineer for such compliance, unless provisions for separate compensation are expressly set forth in the EDP or in a specific Task Order.

2. Engineer's costs directly attributable to changes in Engineer's Electronic Documents obligations, after the effective date of this Agreement, necessitated by revisions to Exhibit F, delayed adoption of Exhibit F, or implementation of other Electronic Documents protocols, will be compensated as Additional Services.

B. If this Agreement does not include Exhibit F, or a specific Task Order expressly excludes the application of Exhibit F or otherwise does not establish or include protocols for transmittal of Electronic Documents by Electronic Means, then Owner and Engineer may operate without specific protocols or may jointly develop such protocols at a later date.

C. Except as stated otherwise in Exhibit F (if included in this Agreement), when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents, or from those established in applicable protocols.

D. This Agreement (including the EDP) is not intended to create obligations for Owner or Engineer with respect to transmittals to or from third parties, except as expressly stated in the EDP.

6.04 Insurance

A. Engineer shall procure and maintain insurance as set forth in Exhibit G.


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B. Additional Insureds: The Engineer's commercial general liability, automobile liability, and umbrella or excess liability policies, must:

1. include and list as additional insureds Owner, and any individuals or entities identified as additional insureds in Exhibit G;

2. include coverage for the respective officers, directors, members, partners, and employees of all such additional insureds;

3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations); and

4. not seek contribution from insurance maintained by the additional insured.

C. Owner shall procure and maintain insurance as set forth in Exhibit G.

D. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer, its Subconsultants, and Engineer's Subcontractors to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project. Owner shall give Engineer access to any certificates of insurance and copies of endorsements and policies obtained by Owner from Contractor.

E. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates must be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.

1. Upon request by Owner or any other insured, Engineer shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subconsultants and Engineer's Subcontractors. In any documentation made available for review under this provision, Engineer may redact (a) any confidential premium or pricing information and (b) any wording specific to projects or jurisdictions other than those applicable to this Agreement.

F. All construction contracts entered into by Owner with respect to a Specific Project must require builder's risk or similar property insurance.

G. All policies of property insurance relating to a Specific Project, including but not limited to any builder's risk or similar policy, must allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer, its Subconsultants, or Engineer's Subcontractors. Owner and Engineer waive all rights against each other, Contractor, Engineer's Subcontractors and Subconsultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any such builder's risk or similar policy and any other property insurance relating to the Specific Project. Owner and Engineer shall take


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appropriate measures in other Specific Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.

H. All policies of insurance must contain a provision or endorsement that the coverage afforded will not be canceled, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the primary insured must promptly forward a copy of the notice to the other party to this Agreement and replace the coverage being cancelled or reduced to conform to the requirements of this Agreement.

I. At any time, Owner may request that Engineer, or Engineer's Subcontractors or Subconsultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so, requested by Owner, and if commercially available, Engineer shall obtain and shall require Engineer's Subcontractors or Subconsultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.05 Suspension and Termination

A. Suspension

1. By Owner: Owner may suspend Engineer's services under a specific Task Order for up to 90 days upon 7 days' written notice to Engineer.

2. By Engineer: Engineer may, after giving 7 days' written notice to Owner, suspend services under a Task Order:

a. if Owner has failed to pay Engineer for invoiced services and expenses under that Task Order, as set forth in Paragraphs 4.02.B and 4.02.C;

b. in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.09.D; or

c. if persistent circumstances beyond the control of Engineer have prevented it from performing its obligations under the Task Order.

3. A suspension under a specific Task Order, whether by Owner or Engineer, does not affect the duty of the two parties to proceed with their obligations under other Task Orders.

B. Termination for Cause—Task Order

1. Either party may terminate a Task Order for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement and the specific Task Order, through no fault of the terminating party.

a. Notwithstanding the foregoing, the Task Order will not terminate under Paragraph 6.05.B.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period


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provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. In addition to its termination rights in Paragraph 6.05.B.1, Engineer may terminate a Task Order for cause upon 7 days' written notice:

    a. if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional;

    b. if the Engineer's services under the Task Order are delayed or suspended for more than 90 days for reasons beyond Engineer's control; or

    c. as the result of the presence at or adjacent to the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.09.E.

3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.

C. Termination for Cause—Main Agreement: In the case of a default by Owner in its obligation to pay Engineer for its services under more than one specific Task Order, Engineer may request immediate payment of all amounts invoiced on other Task Orders, and may invoice Owner for continued services on such Task Orders on a two-week billing cycle, with payment due within one week of an invoice. If Owner fails to make such payments, then upon 7 days' notice Engineer may terminate this Main Agreement and all Task Orders.

D. Termination for Convenience by Owner: Owner may terminate a Task Order or this Main Agreement for Owner's convenience, effective upon Engineer's receipt of notice from Owner.

E. Effective Date of Termination: If Owner terminates the Main Agreement for cause or convenience, Owner may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files. Engineer shall be entitled to compensation for such tasks.

F. Payments Upon Termination: In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services that have been performed or furnished in accordance with this Main Agreement and the specific Task Order, and all reimbursable expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.02.A.

1. If Owner has terminated a Task Order for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the Documents will be resolved in accordance with the dispute resolution provisions of this Main Agreement or as otherwise agreed in writing.

2. If Owner has terminated the Main Agreement for convenience, or if Engineer has terminated a Task Order for cause, then Engineer will be entitled, in addition to the payments identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and


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after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Subcontractors or Subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in this Main Agreement.

6.06 Successors, Assigns, and Beneficiaries

A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.06.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Main Agreement and any Task Order issued under this Main Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or money that is due or may become due) in this Main Agreement, or in any Task Order, without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Main Agreement or any Task Order.

C. Unless expressly provided otherwise in this Main Agreement:

1. All duties and responsibilities undertaken pursuant to this Main Agreement or any Task Order will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

2. Nothing in this Main Agreement or in any Task Order will be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.

3. Owner agrees that the substance of the provisions of this Paragraph 6.06.C will appear in all Construction Contracts associated with this Main Agreement and its Task Orders.

6.07 Dispute Resolution

A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice, prior to invoking mediation.

B. Mediation: Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Main Agreement or any Task Order hereunder, or to any breach of this Main Agreement or any Task Order ("Disputes") to mediation. Owner and Engineer agree to participate in the mediation process in good faith. The process will be conducted on a confidential basis, and must be completed within 120 days.

C. If the parties fail to resolve a dispute through mediation under Paragraph 6.07.B, then either or both may invoke the applicable dispute resolution procedures of Exhibit H. If Exhibit H is not included, or if no applicable dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.


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6.08 Controlling Law; Venue

A. This Main Agreement and all Task Orders (unless expressly stated otherwise) are to be governed by the Laws and Regulations of the state in which the principal office of the Owner is located: West Virginia

B. Venue for any exercise of rights at law will be the state court having jurisdiction at the location of Owner's principal office; or at the choice of either party, and if federal jurisdictional requirements can be met, in federal court in the district in which Owner's principal office is located.

6.09 Environmental Condition of Site

A. With respect to each specific Task Order, Specific Project, and Site (unless indicated otherwise in a specific Task Order), Owner represents to Engineer that, as of the Effective Date of the Task Order, to the best of Owner's knowledge, no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.

B. Undisclosed Constituents of Concern. For purposes of this Paragraph 6.09, the presence at or adjacent to the Site of Constituents of Concern that were not disclosed to Engineer pursuant to Paragraph 6.09.A, in such quantities or circumstances that such Constituents of Concern may present a danger to persons or property exposed to them, will be referred to as "undisclosed" Constituents of Concern.

1. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of this Agreement or the Construction Contract, are not undisclosed Constituents of Concern.

2. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under a Task Order are not undisclosed Constituents of Concern.

3. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under another professional services contract for Owner, or as part of the work under a construction or remediation contract, are not undisclosed Constituents of Concern if Engineer has been informed of the general scope of such contract.

C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate authorities having jurisdiction if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

D. It is acknowledged by both parties that for all Task Orders the Engineer's scope of services does not include any services related to undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, or if encountered, uncovered, or revealed Constituents of Concern are present in substantially greater quantities or substantially different locations than disclosed or anticipated, or if investigative or remedial action, or other professional services, are necessary or required by applicable Laws and Regulations with respect to such Constituents of Concern, then Engineer may, at its option and without liability for direct, consequential, or any other damages, suspend performance of services on the portion of the Specific Project adversely affected


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thereby until such portion of the Specific Project is no longer so affected; and Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.

E. If the presence at a Site of undisclosed Constituents of Concern, or of Constituents of Concern in substantially greater quantities or in substantially different locations than disclosed or anticipated, adversely affects the performance of Engineer's services under a specific Task Order, then:

1. if the adverse effects do not preclude Engineer from completing its Specific Project services in general accordance with the Task Order on unaffected or marginally affected portions of the Specific Project, Engineer may accept an equitable adjustment in its compensation or in the time of completion, or both; and the Task Order will be amended to reflect changes necessitated by the presence of such Constituents of Concern; or

2. if the adverse effects are of such materiality to the overall performance of Engineer that it cannot complete its Specific Project services without significant changes to the scope of services, time of completion, and compensation, then Engineer may terminate the Task Order for cause on 7 days' written notice.

F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and will not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.10 Indemnification and Mutual Waiver

A. Indemnification by Engineer: To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to a Specific Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, Subconsultants, or Engineer's Subcontractors. This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."

B. Environmental Indemnification: To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, Subconsultants, and Engineer's Subcontractors from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorney's fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under a Site, provided that:


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1. any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and

2. nothing in this paragraph obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

C. No Defense Obligation: The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.

D. Percentage Share of Negligence: To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, will not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

E. Mutual Waiver: To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement, any Task Order, or a Specific Project, from any cause or causes. Such excluded damages include but are not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and cost of capital.

6.11 Records Retention

A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services under a specific Task Order, or such other period as required by Laws and Regulations, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under the Task Order. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.12 Miscellaneous Provisions

A. Notices: Any notice required under this Main Agreement or a Task Order will be in writing, and delivered: in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line. All notices must be effective upon the date of receipt.

B. Survival: Subject to applicable Laws and Regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Main Agreement or in a Task Order will survive completion or termination for any reason.

C. Severability: Any provision or part of the Main Agreement or any Task Order held to be void or unenforceable under any Laws or Regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Engineer.


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D. No Waiver: A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.

E. Accrual of Claims: To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Main Agreement and any Task Order will be deemed to have accrued, and all statutory periods of limitation will commence, no later than the date of Substantial Completion; or, if Engineer's services do not include Construction Phase services, or the Specific Project is not completed, then no later than the date of Owner's last payment to Engineer under the applicable Task Order.

**ARTICLE 7—DEFINITIONS**

7.01 Defined Terms

A. Wherever used in this Agreement (as defined herein), terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:

1. Addenda—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.

2. Additional Services—The services to be performed for or furnished to Owner by Engineer in accordance with Article 2 of Exhibit A of a specific Task Order.

3. Agreement—This written contract for professional services between Owner and Engineer, including the Main Agreement, all exhibits and appendices to the Main Agreement identified in Paragraphs 8.01 and 8.02, all duly executed amendments, and all Task Orders, including all exhibits and duly executed amendments to such Task Orders.

   a. Main Agreement—See definition at Paragraph 7.01.A.28 below.

4. Application for Payment—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.

5. Basic Services—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of a specific Task Order.

6. Bidding/Proposal Documents—Documents related to the selection of the Contractor, including advertisements or invitations to bid; requests for proposals; instructions to bidders or proposers, including any attachments such as lists of available Site-related documents; bid forms; bids; proposal forms; proposals; bidding requirements; and qualifications documents.

7. Change Order—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.


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8. Change Proposal—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.

9. Constituents of Concern—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

10. Construction Contract—The entire and integrated written contract between the Owner and Contractor concerning the Work.

11. Construction Contract Documents—Those items designated as "Contract Documents" in the Construction Contract, and which together comprise the Construction Contract. See also definition of "Front-End Construction Contract Documents" below.

12. Construction Contract Price—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.

13. Construction Contract Times—The number of days or the dates by which Contractor must: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.

14. Construction Cost—The cost to Owner of the construction of those portions of a Specific Project designed or specified by or for Engineer under a Task Order, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.

15. Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, or Subconsultants, or Engineer's Subcontractors), performing or supporting construction activities relating to a Specific Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, design-builders, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

16. Contractor—The entity or individual with which Owner enters into a Construction Contract.

17. Documents—All documents expressly identified as deliverables in this Main Agreement or in any Task Order, whether in printed or Electronic Document form, required to be provided or furnished by Engineer to Owner. Such specifically required deliverables may


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include, by way of example, Drawings, Specifications, data, reports, building information models, and civil integrated management models.

18. Drawings—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. Effective Date of the Main Agreement—The date indicated in this Main Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Main Agreement is signed and delivered by the last of the two parties to sign and deliver.

20. Effective Date of the Task Order—The date indicated in a specific Task Order on which the Task Order becomes effective, but if no such date is indicated, it means the date on which the Task Order is signed and delivered by the last of the two parties to sign and deliver.

21. Electronic Document—Any Specific Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.

22. Electronic Means—Electronic mail (email), upload/download from a secure Specific Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Agreement. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

23. Engineer—The individual or entity named as such in this Main Agreement.

24. Engineer's Subcontractor—An individual, firm, vendor, or other entity having a contract with Engineer to furnish general services, equipment, or materials with respect to a Specific Project as an independent contractor.

25. Field Order—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.

26. Front-End Construction Contract Documents—Those Construction Contract Documents whose primary purpose is to establish legal and contractual terms and conditions, typically including the Owner-Contractor agreement, bonds, general conditions, and supplementary conditions. The term excludes the Drawings and Specifications, and any Construction Contract Documents delivered or issued after the effective date of the Construction Contract.

27. Laws and Regulations; Laws or Regulations—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.


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28. Main Agreement—The portion of the Agreement containing the general terms and conditions of the contract between Owner and Engineer, applicable to all Task Orders, including but not limited to provisions regarding task order procedures, Owner responsibilities, invoice and payment procedures, standard of care, ownership of documents, suspension and termination, and definitions.

29. Owner—The individual or entity named as such in this Main Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning Specific Projects.

30. Record Drawings—Drawings depicting the completed Specific Project, or a specific portion of the completed Specific Project, prepared by Engineer and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.

31. Resident Project Representative—As authorized by a specific Task Order, the representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of the RPR. The duties and responsibilities of the RPR (if any) will be as set forth in each Task Order.

32. Samples—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

33. Shop Drawings—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.

34. Site—Lands or areas to be indicated in the Construction Contract Documents for a Specific Project as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.

35. Specifications—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

36. Specific Project—A specifically identified and defined total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under a specific Task Order are a part.

37. Subconsultant—An individual, design firm, consultant, or other entity having a contract with Engineer to furnish professional services with respect to a Specific Project as an independent contractor.


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38. Subcontractor—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

39. Submittal—A written or graphic document, prepared by or for Contractor, which the Construction Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Construction Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.

40. Substantial Completion—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

41. Supplier—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

42. Task Order—A document executed under this Main Agreement by Owner and Engineer (including incorporated exhibits and amendments if any), stating the scope of services, Engineer's compensation, times for performance of services, and other relevant information.

43. Total Project Costs—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Specific Project, including Construction Cost and all other Specific Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties and private utilities (including relocation if not part of Construction Cost), Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Specific Project, and the cost of other services to be provided by others to Owner.

44. Underground Facilities—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light,


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heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.

45. Work—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.

46. Work Change Directive—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. Terminology

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

**ARTICLE 8—EXHIBITS AND APPENDICES TO MAIN AGREEMENT; TASK ORDER FORM; EXHIBITS TO TASK ORDER; SPECIAL PROVISIONS**

8.01 Exhibits to Main Agreement

The following exhibits are incorporated by reference and included as part of this Main Agreement, and as such are applicable to all Task Orders:

A. Reserved.

B. Reserved.

C. Exhibit C, Amendment to Main Agreement (form).

D. Reserved.

E. Reserved.

F. Exhibit F, Electronic Documents Protocol (EDP).

G. Exhibit G, Insurance.

H. Exhibit H, Dispute Resolution.

I. Exhibit I, Limitations of Liability.

8.02 Appendices to Main Agreement

A. The following appendices are incorporated by reference and made a part of this Main Agreement:

1. Appendix 1—Reimbursable Expenses Schedule

2. Appendix 2—Standard Hourly Rates Schedule


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8.03 Resource Documents: Task Order Form and Exhibits to Task Order

A. The parties acknowledge the accompanying documents, “Part 3 of 4: Task Order Form” and “Part 4 of 4: Exhibits to Task Order.” These documents are a resource for the parties’ use when a specific Task Order is issued. To the extent practical and applicable to a Specific Project, the parties will use the Task Order Form and Exhibits to Task Order as the basis for preparing the specific Task Order and its exhibits. The Task Order Form and Exhibits to Task Order are not a part of this Main Agreement or binding on the parties except to the extent they serve as the basis for a duly executed Task Order and its exhibits.

8.04 Executed Task Orders and Their Exhibits

A. When a specific Task Order is duly executed by Owner and Engineer, the Task Order and its exhibits become an integral part of the Agreement, governed by the Main Agreement and its exhibits.

8.05 Total Agreement; Amendments to Main Agreement and Task Orders

A. This Agreement (as defined herein) constitutes the entire contractual agreement between Owner and Engineer and supersedes all prior written or oral understandings.

B. Amendments:

1. This Main Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Such written instruments should be based whenever possible on the format of Exhibit C to this Main Agreement.

2. Amendments and modifications to a Task Order may be made by execution of a new, expressly related Task Order, or by execution of a written amendment to the Task Order.

3. Nothing in any Task Order will be construed as revising or modifying the terms and conditions of the Main Agreement or its exhibits, except as expressly stated in such Task Order.

8.06 Designated Representatives

A. With the execution of this Main Agreement, Engineer and Owner shall each designate a specific individual to act as representative under the Main Agreement. Such an individual must have authority to execute Task Orders, transmit instructions, receive information, and render decisions with respect to this Main Agreement, on behalf of the party that the individual represents.

B. With the execution of each Task Order, Engineer and Owner shall each designate a specific individual to act as representative with respect to the Task Order. Such individual must have authority to transmit instructions, receive information, and render decisions with respect to the specific Task Order, on behalf of the party that the individual represents.

8.07 Engineer's Certifications

A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.07:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the selection process or in the Agreement execution;


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2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;

3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

8.08 Conflict of Interest

A. Nothing in this Agreement will be construed to create or impose any duty on the part of Engineer that would be in conflict with Engineer's paramount obligations to the public health, safety, and welfare under the professional practice requirements governing Engineer, its Subconsultants, and all licensed professionals employed by Engineer or its Subconsultants.

B. If during the term of this Agreement a potential or actual conflict of interest arises or is identified:

1. Engineer and Owner together will make reasonable, good faith efforts to avoid or eliminate the conflict of interest; to mitigate any adverse consequences of the conflict of interest; and, if necessary and feasible, to modify this Agreement to address the conflict of interest and its consequences, such that progress under the Agreement may continue.

2. Such efforts will be governed by applicable Laws and Regulations and by any pertinent Owner's policies, procedures, and requirements (including any conflict of interest resolution methodologies) provided to Engineer under Paragraph 2.04.A of this Agreement.


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This Main Agreement's Effective Date is October 14, 2026

| Owner: | Engineer: |
|---|---|
| Charles Town Utility Board | Potesta & Associates, Inc. |
| (name of organization) | (name of organization) |
| By: | By: |
| (individual's signature) | (individual's signature) |
| Date: | Date: |
| (date signed) | (date signed) |
| Name: Paul Mantello | Name: Dana L. Burns |
| (typed or printed) | (typed or printed) |
| Title: General Manager | Title: President |
| (typed or printed) | (typed or printed) |
| Attach evidence of authority to sign. | Attach evidence of authority to sign. |
| Attest: | Attest: |
| (individual's signature) | (individual's signature) |
| Title: | Title: |
| (typed or printed) | (typed or printed) |
| Address for giving notices: | Address for giving notices: |
| 661 S. George Street, Suite 101 | 7012 McCorkle Avenue, SE |
| Charles Town, WV 25414 | Charleston, WV 25304 |
| Designated Representative: | Designated Representative: |
| Name: Paul Mantello | Name: K. Joe Knecthel |
| (typed or printed) | (typed or printed) |
| Title: General Manager | Title: Project Manager |
| (typed or printed) | (typed or printed) |
| Address: | Address: |
| 661 S. George Street, Suite 101 | 15 South Braddock Street |
| Charlestown, WV 25414 | Winchester, VA 22601 |
| Phone: (304) 725-2316 | Phone: (540) 450-0180 |
| Email: pmantello@ctubwv.com | Email: kjknecthel@potesta.com |


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# EXHIBITS TO MAIN AGREEMENT

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## EXHIBIT A—RESERVED


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**EXHIBIT B—RESERVED**


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## AMENDMENT TO MAIN AGREEMENT

Amendment No. **[Enter Amendment Number]**

Owner: **[Name of Owner]**
Engineer: **[Name of Engineer]**
Effective Date of Agreement: **[Effective Date of Main Agreement]**
Nature of Amendment: (Check those that apply)

☐ Modifications to responsibilities of Owner
☐ Modifications of payment to Engineer
☐ Modifications to term of Main Agreement
☐ Modifications to other terms and conditions of the Main Agreement

Description of Modifications:

**[Here describe the modifications, in as much specificity and detail as needed. Use an attachment if necessary.]**

Owner and Engineer hereby agree to modify the above-referenced Main Agreement as set forth in this Amendment. The Effective Date of the Amendment is **[Enter Effective Date of Amendment]**.

| Owner | Engineer |
|---|---|
| _____ (typed or printed name of organization) | _____ (typed or printed name of organization) |
| By: _____ (individual's signature) | By: _____ (individual's signature) |
| (Attach evidence of authority to sign.) | (Attach evidence of authority to sign.) |
| Date: _____ (date signed) | Date: _____ (date signed) |
| Name: _____ (typed or printed) | Name: _____ (typed or printed) |
| Title: _____ (typed or printed) | Title: _____ (typed or printed) |


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## EXHIBIT D—RESERVED


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## EXHIBIT E—RESERVED


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## EXHIBIT F—ELECTRONIC DOCUMENTS PROTOCOL (EDP)

## ARTICLE 1—ELECTRONIC DOCUMENTS PROTOCOL (EDP)

Paragraph 6.03 of the Main Agreement is supplemented by the following Exhibit F Paragraph 1.01 and Exhibit F—Attachment 1: Software Requirements for Electronic Document Exchange:

1.01 Electronic Documents Protocol

A. Electronic Transmittals: The parties shall conform to the following provisions together referred to as the Electronic Documents Protocol ("EDP" or "Protocol") for exchange of electronic transmittals. References to “Project” will mean the Specific Project, or the facilities program or other combination of projects undertaken with Engineer’s involvement, as the case may be.

1. Basic Requirements

a. To the fullest extent practical, the parties agree to and will transmit and accept Electronic Documents by Electronic Means using the procedures described in this Protocol. Use of the Electronic Documents and any information contained therein is subject to the requirements of this Protocol and other provisions of the Agreement.

b. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.

c. Electronic Documents as exchanged by this Protocol may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, subject to the same governing requirements, limitations, and restrictions, set forth in the Agreement.

d. Except as otherwise explicitly stated herein, the terms of this Protocol will be incorporated into any other agreement or subcontract between the Owner and Engineer and any third party for any portion of the Project, or any Project-related services, where that third party is, either directly or indirectly, required to exchange Electronic Documents with Owner, Engineer, or any Contractor or other entity directly contracted with the Owner to furnish Project-related services. Nothing herein will modify the requirements of the Agreement and applicable Construction Contract Documents regarding communications between and among the individual third parties and their respective subcontractors and consultants, except to the extent that any respective subcontractor or consultant exchanges Electronic Documents with the Owner or Engineer.

e. When transmitting Electronic Documents, the transmitting Party makes no representations as to long term compatibility, usability, or readability of the items resulting from the receiving Party's use of software application packages, operating systems, or computer hardware differing from those established in this Protocol.

f. Nothing herein negates any obligation (1) in the Agreement to create, provide, or maintain an original printed record version of Drawings and Specifications, signed and sealed according to applicable Laws and Regulations; (2) to comply with any


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applicable Law or Regulation governing the signing and sealing of design documents or the signing and electronic transmission of any other documents; or (3) to comply with any notice requirements limiting or otherwise modifying the acceptance of Electronic Documents for such notice.

2. System Infrastructure for Electronic Document Exchange

   a. Each party will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions ("System Infrastructure") at its own cost and sufficient for complying with the EDP requirements. With the exception of minimum standards set forth in this EDP and any explicit system requirements specified by attachment to this EDP, it will be the obligation of each party to determine, for itself, its own System Infrastructure.

      1) The maximum size of an e-mail attachment for exchange of Electronic Documents under this EDP is 10 MB. Attachments larger than that may be exchanged using large file transfer functions or physical media.

      2) Each Party assumes full and complete responsibility for any and all of its own costs, delays, deficiencies, and errors associated with converting, translating, updating, verifying, licensing, or otherwise enabling its System Infrastructure, including operating systems and software, for use with respect to this EDP.

   b. Each party is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology ("IT") for maintaining operations of its System Infrastructure during the Project, including coordination with the party's individual(s) or entity responsible for managing its System Infrastructure and capable of addressing routine communications and other IT issues affecting the exchange of Electronic Documents.

   c. Each party will operate and maintain industry-standard, industry-accepted, ISO-standard, commercial-grade security software and systems that are intended to protect the other party from: software viruses and other malicious software like worms, trojans, adware; data breaches; loss of confidentiality; and other threats in the transmission to or storage of information from the other parties, including transmission of Electronic Documents by physical media such as CD/DVD/flash drive/hard drive. To the extent that a party maintains and operates such security software and systems, it will not be liable to the other party for any breach of system security.

   d. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties will cooperatively resolve the issues; but, failing resolution, the Owner is authorized to make and require reasonable and necessary changes to the EDP to effectuate its original intent. If the changes cause additional cost or time to Engineer, not reasonably anticipated under the original EDP, Engineer shall be entitled to compensation as Additional Services for its costs associated with the revisions to the EDP, delayed adoption of this exhibit, or implementation of other Electronic Documents protocols.

   e. Each party is responsible for its own back-up and archive of documents sent and received during the term of any Project contract/agreement under this EDP, unless


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this EDP establishes a Project document archive, either as part of a mandatory Project website or other communications protocol, upon which the Parties may rely for document archiving during the specified term of operation of such project document archive. Further, each party remains solely responsible for its own post-Project back-up and archive of project documents, as each party deems necessary for its own purposes, after the term of contract, or termination of the project document archive, if one is established.

f. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.

g. The parties will bring any non-conforming Electronic Documents into compliance with the EDP. The parties will attempt to complete a successful transmission of the Electronic Document or use an alternative delivery method to complete the communication.

B. Software Requirements for Electronic Document Exchange; Limitations

1. Each party will acquire the software and software licenses necessary to create and transmit Electronic Documents and to read and to use any Electronic Documents received from the other party (and if relevant from third parties), using the software formats required in this section of the EDP.

a. Prior to using any updated version of the software required in this section for sending Electronic Documents to the other party, the originating party will first notify and receive concurrence from the other party for use of the updated version or adjust its transmission to comply with this EDP.

2. The parties agree not to intentionally edit, reverse engineer, decrypt, remove security or encryption features, or convert to another format for modification purposes any Electronic Document or information contained therein that was transmitted in a software data format, including Portable Document Format (PDF), intended by sender not to be modified, unless the receiving party obtains the permission of the sending party or is citing or quoting excerpts of the Electronic Document for Project purposes.

3. Software and data formats for exchange of Electronic Documents will conform to the requirements set forth in the following Attachment 1 to this EDP, including software version, if listed.

C. Format and Distribution of Deliverables

1. By definition, "Documents" as used in this Agreement are documents expressly identified as deliverables from Engineer to Owner. Exhibit A of each specific Task Order identifies various Documents that Engineer is required to deliver to Owner as part of Engineer's services; Exhibit B of each specific Task Order is a schedule of such Documents. Engineer will transmit such Documents to Owner in the formats identified in Attachment 1 to this Protocol. If no specific format is identified for a deliverable Document, the format will be Portable Document Format (PDF).

2. If a Document will be distributed to third parties, such as prospective bidders and contractors, reviewing agencies, or lenders, the transmittal format for distribution will


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be as identified in Attachment 1 to this Protocol; provided, however, that if a format for distribution of a specific Document is expressly stated in a specific Exhibit A, then the Exhibit A format will take precedence. If no specific format is identified for distribution of a deliverable Document to third parties, the format will be Portable Document Format (PDF).

a. If a format for Document distribution other than Portable Document Format (PDF) is specified, Owner shall first obtain a written, signed release from each third party to which the deliverable Document is distributed, establishing agreement to the following conditions:

    1) The content included in the Electronic Documents prepared by or for Engineer and covered by the request was prepared as an internal working document for Engineer's purposes solely, and is being provided to the third party on an "AS IS" basis without any warranties of any kind, including, but not limited to any implied warranties of fitness for any purpose. As such, the third party is advised and acknowledges that the content may not be suitable for the third party's application, or may require substantial modification and independent verification by the third party. The content may include limited resolution of models; not-to-scale schematic representations and symbols; use of notes to convey design concepts in lieu of accurate graphics; approximations; graphical simplifications; undocumented intermediate revisions; and other devices that may affect subsequent reuse.

    2) Electronic Documents containing text, graphics, metadata, or other types of data that are provided to the Requesting Party are only for the convenience of the third party. Any conclusion or information obtained or derived from such data will be at the third party's sole risk and the third party waives any and all claims against Engineer or Owner arising from the use of the Electronic Documents covered by the request, or of any data contained in such Electronic Documents.

    3) The third party shall indemnify and hold harmless Owner, Engineer, and Engineer's Subcontractors and Subconsultants, from all claims, damages, losses, and expenses, including attorneys' fees and defense costs arising out of or resulting from the third party's use, adaptation, or distribution of any Electronic Documents provided under the request.

    4) The third party agrees not to sell, copy, transfer, forward, give away or otherwise distribute this information (in source or modified file format) to any third party without the direct written authorization of Engineer, unless such distribution is specifically identified in the request and is limited to the third party's subcontractors and consultants. The third party warrants that subsequent use by the third party's subcontractors and subconsultants will comply with all terms of the Construction Contract Documents and any specific instructions or conditions established by Owner.

b. If Engineer is required to assist or participate in obtaining such releases from third parties, such services will be categorized as Additional Services.


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## EXHIBIT F—ATTACHMENT 1: SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE

| Item | Electronic Documents | Transmittal Means | Data Format | Note (1) |
|---|---|---|---|---|
| a.1 | General communications, transmittal covers, meeting notices, and responses to general information requests for which there is no specific prescribed form. | Email | Email | |
| a.2 | Meeting agendas; meeting minutes; RFI's and Responses to RFI's; and Construction Contract administrative forms. | Email w/Attach | PDF | (2) |
| a.3 | Contractor's Submittals (Shop Drawings, "Or Equal" requests, Substitute requests, documentation accompanying Sample submittals and other Submittals) to Owner and Engineer; and, Owner's and Engineer's Responses to Contractor's Submittals, Shop Drawings, Correspondence, and Applications for Payment | Email w/Attach | PDF | |
| a.4 | Correspondence; Interim and Final Versions of reports, layouts, Specifications, Drawings, maps, calculations and spreadsheets, Construction Contract, Bidding/Proposal Documents, and Front-End Construction Contract Documents. | Email w/ Attach or LFE | PDF | (3) |
| a.5 | Layouts, plans, maps, and Drawings to be submitted to Owner by Engineer for future use and modification | Email w/ Attach or LFE | DWG | |
| a.6 | Correspondence, reports, and specifications to be submitted by Engineer to Owner for future word processing use and modification | Email w/ Attach or LFE | DOC | |
| a.7 | Spreadsheets and data to be submitted to Owner by Engineer for future data processing use and modification | Email w/ Attach or LFE | EXC | |
| a.8 | Database files and data to be submitted to Owner for future data processing use and modification | Email w/ Attach or LFE | DB | |
| **Notes** | | | | |
| (1) | All exchanges and uses of transmitted data are subject to the appropriate provisions of the Agreement and Construction Contract. | | | |
| (2) | Transmittal of written notices is governed by requirements of the Agreement and Construction Contract. | | | |
| (3) | Transmittal of Bidding/Proposal Documents and Front-End Construction Contract Documents will be in manner selected by Owner in Exhibit A, Paragraph 1.05.A.1.a. Unless otherwise expressly stated, these documents and the Construction Contract will be transmitted in PDF format, including transmittals to bidders and Contractor. | | | |
| **Key** | | | | |
| EMAIL | Standard Email formats (.htm, .rtf, or .txt). Do not use stationery formatting or other features that impair legibility of content on screen or in printed copies. | | | |
| LFE | Agreed upon Large File Exchange method (FTP, CD, DVD, hard drive.) | | | |
| PDF | Portable Document Format readable by Adobe® Acrobat Reader Version **[number]** or later. | | | |
| DWG | Autodesk® AutoCAD. dwg format Version **[number]**. | | | |
| DOC | Microsoft® Word. docx format Version **[number]**. | | | |
| EXC | Microsoft® Excel .xlsx or .xml | | | |
| DB | Microsoft® Access .mdb | | | |


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## EXHIBIT G—INSURANCE

## ARTICLE 1—INSURANCE

Paragraph 6.04 of the Main Agreement, Insurance, is supplemented to include the following Exhibit G Paragraphs 1.01 and 1.02:

1.01 Insurance Policies and Limits

A. In accordance with Paragraph 6.04.A of the Main Agreement, the insurance that Engineer must procure and maintain, and the policy limits of such insurance, are as follows:

| Coverage | Policy limits of not less than: |
|---|---|
| **Workers' Compensation** | |
| State | Statutory |
| **Employer's Liability** | |
| Each accident | $1,000,000 |
| Each employee | $1,000,000 |
| Policy limit | $1,000,000 |
| **Commercial General Liability** | |
| General Aggregate | $2,000,000 |
| Personal and Advertising Injury | $1,000,000 |
| Bodily Injury and Property Damage—Each Occurrence | $1,000,000 |
| **Automobile Liability** | |
| Bodily Injury | |
| Each Person | $ |
| Each Accident | $ |
| Property Damage | |
| Each Accident | $ |
| Or | |
| Combined Single Limit | |
| Combined Single Limit (Bodily Injury and Property Damage) | $1,000,000 |
| **Excess or Umbrella Liability** | |
| Each Occurrence | $10,000,000 |
| General Aggregate | $10,000,000 |
| **Professional Liability** | |
| Each Claim | $5,000,000 |
| Annual Aggregate | $5,000,000 |
| **Unmanned Aerial Vehicle Liability Insurance** | |
| Each Claim | $N/A |
| General Aggregate | $N/A |
| **Other Insurance [Specify]** | |
| Each Claim | $N/A |
| General Aggregate | $N/A |


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B. In accordance with Paragraph 6.04.C of the Main Agreement, the insurance that Owner must procure and maintain, and the policy limits of such insurance, are as follows:

| Coverage | Policy limits of not less than: |
|---|---|
| **Workers' Compensation** | |
| State | Statutory |
| **Employer's Liability** | |
| Each accident | 1,000,000 |
| Each employee$ | $1,000,000 |
| Policy limit | $1,000,000 |
| **Commercial General Liability** | |
| General Aggregate | $2,000,000 |
| Personal and Advertising Injury | |
| Bodily Injury and Property Damage—Each Occurrence | $4,000,000 |
| **Automobile Liability** | |
| Bodily Injury | |
| Each Person | $1,000,000 |
| Each Accident | $1,000,000 |
| Property Damage | |
| Each Accident | $1,000,000 |
| Or | |
| Combined Single Limit | |
| Combined Single Limit (Bodily Injury and Property Damage) | $1,000,000 |
| **Excess or Umbrella Liability** | |
| Each Occurrence | $1,000,000 |
| General Aggregate | $N/A |
| **Unmanned Aerial Vehicle Liability Insurance** | |
| Each Claim | $N/A |
| General Aggregate | $N/A |
| **Other Insurance [Specify]** | |
| Each Claim | $N/A |
| General Aggregate | $N/A |

1.02 Additional Insureds

A. Owner shall cause Engineer, its Subconsultants, and its Engineer's Subcontractors to be listed as additional insureds on any of Owner's general liability policies that are applicable to the Project. The following individuals or entities are to be listed on Owner's general liability policies of insurance (and on Contractor's policies required under Paragraph 6.04.D of the Main Agreement) as additional insureds:

| Name of Additional Insured | Address |
|---|---|
| Potesta & Associates, Inc. | 7012 McCorkle Avenue, SE<br>Charleston, WV 25304 |
| | |
| | |
| | |


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B. During the term of this Main Agreement the Engineer shall notify Owner of any other Subconsultant or Engineer's Subcontractor to be listed as an additional insured on Owner's and applicable Contractor's general liability policies of insurance.

C. The Owner must be listed on Engineer's general liability policy as provided in Paragraph 6.04.B.

D. For applicable Contractor's general liability policies of insurance, the additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.

E. For applicable Contractor's general liability policies of insurance, Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent for Engineer, Subconsultants, and other design professional additional insureds.


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## EXHIBIT H—DISPUTE RESOLUTION

1. None


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## EXHIBIT I—LIMITATIONS OF LIABILITY

### ARTICLE 1—LIMITATIONS OF LIABILITY

Paragraph 6.10 of the Agreement is supplemented to include Exhibit I Paragraph(s):

1.01 Mutual Indemnification

A. Indemnification by Owner: To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Subconsultants, and Engineer's Subcontractors, from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, members, partners, agents, employees, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.

1.02 Limitation of Engineer's Liability

A. Engineer's Liability Limited to Stated Amount, or Amount of Engineer's Compensation: To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's Subcontractors, officers, directors, members, partners, agents, employees, and Subconsultants, to Owner and anyone claiming by, through, or under Owner for any and all injuries, claims, losses, expenses, costs, or damages whatsoever (including but not limited to direct, indirect, special, incidental, punitive, exemplary, or consequential damages) arising out of, resulting from, or in any way related to the Project, to Engineer's or its Subconsultants' or Engineer's Subcontractor's services, or to this Agreement, from any cause or causes whatsoever, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Subconsultants, or Engineer's Subcontractors, will not exceed the total amount of $250,000 or the total compensation received by Engineer under this Agreement, whichever is greater. Higher limits are available for an additional fee.


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**APPENDIX 1: REIMBURSABLE EXPENSES SCHEDULE**

Reimbursable Expenses are subject to review and adjustment on an annual basis. Rates and charges for Reimbursable Expenses as of the Effective Date of the Main Agreement are:

| Description | Rate | | |
|---|---|---|---|
| | Per Unit | Day | Week[1] |
| 1-Point Proctor Kit | N/A | $20.00 | $75.00 |
| 12' Motorized Boat (includes fuel) | N/A | $300.00 | $700.00 |
| 16' Motorized Boat (includes fuel) | N/A | $500.00 | $2,000.00 |
| 22"x34" and 24"x36" Black and White Plots | $2.50 | N/A | N/A |
| 22"x34" and 24"x36" Color Plots | $10.00 | N/A | N/A |
| 30"x42" Black and White Plots | $3.50 | N/A | N/A |
| 30"x42" Color Plots | $12.00 | N/A | N/A |
| 4-Gas Meter | N/A | $85.00 | $275.00 |
| Air Meter (Concrete) | N/A | $25.00 | N/A |
| Air Purifying Respirator with Cartridges | N/A | $25.00 | N/A |
| Automated Composite Sampler | N/A | $95.00 | $350.00 |
| Bladder Pump with Controller and Compressor | N/A | $200.00 | $800.00 |
| Bomb Water Sampler | N/A | $25.00 | $75.00 |
| Chlorine Meter | N/A | $25.00 | $75.00 |
| Company Vehicles - Car (includes fuel) | N/A | $155.00 | $620.00 |
| Company Vehicles - Truck/Van/SUV (includes fuel) | N/A | $175.00 | $765.00 |
| Company Vehicles - Truck/Van/SUV (includes fuel) with Trailer | N/A | $205.00 | $1,025.00 |
| Cone Penetrometer | N/A | $125.00 | N/A |
| CORMIX/CorHyd Software Utilization (per run) | $300.00 | N/A | N/A |
| Depth and Velocity Flow Meter | N/A | $80.00 | N/A |
| Electro Fishing Equipment | N/A | $100.00 | $350.00 |
| Field Data Interface Unit (for Data Loggers) | N/A | $50.00 | N/A |
| Flow Cell for Water Quality Meter | N/A | $20.00 | $50.00 |
| Generator | N/A | $30.00 | $120.00 |
| Hand Auger | N/A | $10.00 | $30.00 |
| Handheld GPS | N/A | $30.00 | N/A |
| Inclinometer | N/A | $500.00 | N/A |
| Interface Probe | N/A | $55.00 | $120.00 |
| Internal Color Copies | $1.00 | N/A | N/A |
| Kemmerer Water Sampler | N/A | $25.00 | $75.00 |
| Laser Range Finder | N/A | $20.00 | N/A |
| Level Loggers | N/A | $50.00 | $200.00 |


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| Description | Rate | | |
|---|---|---|---|
| | Per Unit | | Per Unit |
| Level Loggers (Reader) | N/A | $50.00 | N/A |
| Lodging | N/A | $140.00 | N/A |
| Low-Flow DC Purge Pump with Controller | N/A | $75.00 | $300.00 |
| Manual Direct-Push Sampler | N/A | $50.00 | $200.00 |
| Nets/Aquatic Samplers/Miscellaneous Equipment | N/A | $50.00 | $150.00 |
| Nuclear Gauge | N/A | $150.00 | $350.00 |
| Opacity Kit | N/A | $10.00 | N/A |
| Other | Cost + 12% | Cost + 12% | N/A |
| Other Boat Rental | Cost + 12% | Cost + 12% | Cost + 12% |
| Ponar Sampler | N/A | $25.00 | $75.00 |
| PH/Temperature/Conductivity Meter | N/A | $75.00 | $250.00 |
| pH/Temperature/Conductivity Meter/DO/ORP Meter | N/A | $125.00 | $500.00 |
| PID/FID | N/A | $100.00 | $400.00 |
| Sludge Sampler | N/A | $20.00 | $75.00 |
| Small Row Boat | N/A | $125.00 | $300.00 |
| Speedy Moisture Gauge | N/A | $30.00 | N/A |
| Sub-Meter GPS Unit | N/A | $150.00 | $500.00 |
| Surface Velocity Meter (SVR) | N/A | $90.00 | N/A |
| Temperature Loggers | N/A | $10.00 | $35.00 |
| Temperature Loggers (Reader) | N/A | $50.00 | N/A |
| Treatability Study Equipment | N/A | $200.00 | $800.00 |
| Turbidity Meter | N/A | $25.00 | $75.00 |
| UTV | N/A | $100.00 | $375.00 |
| Vehicle Mileage (if daily rates are not used) | IRS Rate + 12% | N/A | N/A |
| Water Level Indicator | N/A | $35.00 | $75.00 |
| Whale Pump System | N/A | $35.00 | $100.00 |

***(Any changes in rates will be made January 1 of each year.)***

[1] **Weekly rental rate implies calendar week.**


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**APPENDIX 2: STANDARD HOURLY RATES SCHEDULE**

A. Standard Hourly Rates

1. Standard Hourly Rates are set forth in this Appendix 2 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in the Agreement and the governing Task Order.
3. The Standard Hourly Rates are subject to annual adjustment.

Schedule: Hourly rates for services performed on or after the date of the Agreement are:

| | |
|---|---|
| Principal | $280 - $360/hour |
| Chief Engineer/Scientist | $220 - $280/hour |
| Senior Engineer/Scientist | $90 - $230/hour |
| Staff Engineer/Scientist | $85 - $130/hour |
| Engineer/Scientist | $60 - $115/hour |
| Professional Surveyor | $110 - $160/hour |
| Senior Technician | $65 - $110/hour |
| Technician | $45 - $80/hour |
| Two-Man Survey Crew | $160/hour |
| Three-Man Survey Crew | $215/hour |
| Senior CADD Designer | $105 - $135/hour |
| CADD Designer | $55 - $110/hour |
| Clerical Support | $55 - $140/hour |

(Any changes in hourly rates will be made on January 1 of each year.)

NOTE: Engineer/Scientist includes engineer, scientist, technical designers, engineering associates, planners, health and safety specialists, and information technologists.


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# TASK ORDER NO. 1

This is Task Order No. 1, consisting of 4 pages.

In accordance with Paragraph 1.01, Main Agreement, of the Agreement Between Owner and Engineer for Professional Services—Task Order Edition dated **October 14, 2026**, Owner and Engineer agree as follows:

**1. TASK ORDER DATA**

| | | |
|---|---|---|
| a. | Effective Date of Task Order: | **October 14, 2026** |
| b. | Owner: | **Charles Town Utility Board** |
| c. | Engineer: | **Potesta & Associates, Inc.** |
| d. | Specific Project (title) | **Summit Point Regional Utility Corridor Initiative – Water Phase 1** |
| e. | Specific Project (description): | **Extension of water service from the end of the Owner's existing system to the South Jefferson Elementary School** |
| f. | Related Task Orders<br>Supplemented by this Task Order:<br>Superseded by this Task Order: | **None** |

**2. BASELINE INFORMATION**

**Baseline Information.** Owner has furnished the following Specific Project information to Engineer as of the Effective Date of the Task Order. Engineer's scope of services has been developed based on this information. As the Specific Project moves forward, some of the information may change or be refined, and additional information will become known, resulting in the possible need to change, refine, or supplement the scope of services.

On August 31, 2026 Owner provided to Engineer "Request for Proposed Scope of Services. Schedule, and Fee Proposal" which is hereby referenced as the Baseline Information provided by the Owner.


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## 3. SERVICES OF ENGINEER ("SCOPE")

A. The specific Basic Services to be provided or furnished by Engineer under this Task Order are as follows:

Engineer will provide the Owner engineering services to complete Water Phase I of the Summit Point Regional Utility Corridor Initiative (INITIATIVE). Phase I will be the preparation, submittal, and follow-up of a Preliminary Engineering Report (PER) and funding application as follows:

- Engineer will prepare a PER for a waterline extension from the end of the existing waterline on Summit Point Road where it enters the Tuscawilla Locust Hill development to the South Jefferson Elementary School. The PER will contemplate installation that will include service connections to residences and commercial properties who have signed water user agreements and can be served directly from the new main.
- Engineer will complete a Project Priority List (PPL) funding application for the waterline extension to the West Virginia Department of Environmental Protection (WVDEP) for funds from the Drinking Water Treatment Revolving Fund (DWTRF). The application will include a component addressing Per – and polyfluoroalkyl substances (PFAS).

The preparation, submittal, and follow-up process for the PER will include Engineer's attendance at the public meetings of the West Virginia Infrastructure and Jobs Development Council's (WVIJDC) Technical Review & Funding Committee (TRFC) that have said PER on the agenda. Engineer will respond to any questions at the meeting(s) verbally and in writing, if necessary. In addition, Engineer will respond to comments published by TRFC verbally or in writing, if necessary. Engineer will continue to take these actions until WVIJDC makes a formal decision regarding the PER.

For the preparation, submittal and follow-up process for the funding application, Engineer will respond to review comments/questions from WVDEP. The response will be verbal or written as appropriate to advance the application. Engineer will continue to take these actions until WVDEP makes a formal decision regarding the application.

B. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order, with the exception of Resident Project Representative Services, if any, which are compensated separately.

C. Resident Project Representative (RPR) Services:

1. N/A

D. Additional Services: Services not expressly set forth as Basic Services in Paragraph 3.A above, and necessary services listed as not requiring Owner's written authorization, or requiring additional effort in an immediate, expeditious, or accelerated manner as a result of unanticipated construction events or Specific Project conditions, are Additional Services, and will be compensated by the method indicated for Additional Services in this Task Order. All other Additional Services require mutual agreement and may be authorized by amending the Task Order as set forth in Paragraph 8.05.B.2 of the Main Agreement, with compensation for such other Additional Services as set forth in the amending instrument.


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**4. DELIVERABLES SCHEDULE**

A. In submitting required Documents and taking other related actions, Engineer and Owner will comply with Task Order Schedule, Section 6.A.

**5. ADDITIONS TO OWNER'S RESPONSIBILITIES**

A. Owner shall have those responsibilities set forth in Article 2 of the Main Agreement, and the following supplemental responsibilities that are specific to this Task Order: **N/A**

**6. TASK ORDER SCHEDULE**

A. In addition to any schedule provisions provided in Exhibit B or elsewhere, the parties shall meet the following schedule:

| Date | Action / Milestone | Comment |
|---|---|---|
| 2/10/27 | Submit PER to WVIJDC | WVIJDC monthly filing deadline |
| 2/28/27 | Submit PPL Application to DEP | DEP filing deadline for PPL's |
| TBD | Follow-up for PER submittal | Due date based on WVIJDC review |
| TBD | Follow-up for PPL application submittal | Due date based on DEP review |

**7. ENGINEER'S COMPENSATION**

A. The terms of payment are set forth in Article 4 of the Main Agreement.

B. Owner shall pay Engineer for services rendered under this Task Order as follows:

| Description of Service | Amount | Basis of Compensation |
|---|---|---|
| 1. Services of Engineer ("SCOPE") | $**67,500** | **Lump Sum** |

C. Compensation items and totals based in whole or in part on Hourly Rates or Direct Labor are estimates only. Lump sum amounts and estimated totals included in the breakdown by phases incorporate Engineer's labor, overhead, profit, reimbursable expenses (if any), and Subconsultants' charges, if any. For lump sum items, Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered, but shall not exceed the total lump sum compensation amount unless approved in writing by the Owner.

**8. ENGINEER'S PRIMARY SUBCONSULTANTS FOR TASK ORDER, AS OF THE EFFECTIVE DATE OF THE TASK ORDER:**

A. **N/A**

**9. EXHIBITS AND ATTACHMENTS:**

A. Exhibit A to Task Order—Engineer's Services Under Task Order **N/A**

B. Exhibit B to Task Order—Task Order Deliverables Schedule **N/A**


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C. Exhibit D to Task Order—Duties, Responsibilities, and Limitations of Authority of Resident Project Representative Under Task Order **N/A**

D. Exhibit E to Task Order-EJCDC® C-626, Notice of Acceptability of Work (Form) **N/A**

E. Other: **None**

Execution of this Task Order by Owner and Engineer makes it subject to the terms and conditions of the Main Agreement and its exhibits and appendices, which Main Agreement, exhibits, and appendices are incorporated by this reference.

| OWNER: | ENGINEER: |
|---|---|
| By: | By: |
| Print Name: Paul Mantello | Print Name: Dana L. Burns |
| Title: General Manager | Title: President |
| | Engineer's License or Firm's Certificate No. (if required): C00994-00 |
| | State of: West Virginia |
| DESIGNATED REPRESENTATIVE FOR TASK ORDER: | DESIGNATED REPRESENTATIVE FOR TASK ORDER: |
| Name: Paul Mantello | Name: K. Joe Knecthel |
| Title: General Manager | Title: Project Manager |
| Address: 661 S. George Street<br>Charles Town, WV 25414 | Address: 15 South Braddock Street<br>Winchester, VA 22601 |
| E-Mail Address: pmantello@ctubwv.com | E-Mail Address: kjknecthel@potesta.com |
| Phone: (304) 725-2316 | Phone: (540) 450-0180 |
| Date: | Date: |


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# TASK ORDER NO. 2

This is Task Order No. 2, consisting of 4 pages.

In accordance with Paragraph 1.01, Main Agreement, of the Agreement Between Owner and Engineer for Professional Services—Task Order Edition dated **October 14, 2026**, Owner and Engineer agree as follows:

**1. TASK ORDER DATA**

| | | |
|---|---|---|
| a. | Effective Date of Task Order: | **October 14, 2026** |
| b. | Owner: | **Charles Town Utility Board** |
| c. | Engineer: | **Potesta & Associates, Inc.** |
| d. | Specific Project (title) | **Summit Point Regional Utility Corridor Initiative – Wastewater Phase 1** |
| e. | Specific Project (description): | **Extension of wastewater collection and treatment service from the end of the Owner's existing system to the South Jefferson Elementary School** |
| f. | Related Task Orders<br>Supplemented by this Task Order:<br>Superseded by this Task Order: | **None** |

**2. BASELINE INFORMATION**

**Baseline Information.** Owner has furnished the following Specific Project information to Engineer as of the Effective Date of the Task Order. Engineer's scope of services has been developed based on this information. As the Specific Project moves forward, some of the information may change or be refined, and additional information will become known, resulting in the possible need to change, refine, or supplement the scope of services.

On August 31, 2026 Owner provided to Engineer "Request for Proposed Scope of Services. Schedule, and Fee Proposal" which is hereby referenced as the Baseline Information provided by the Owner.

**3. SERVICES OF ENGINEER ("SCOPE")**

A. The specific Basic Services to be provided or furnished by Engineer under this Task Order are as follows:


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Engineer will provide the Owner engineering services to complete Wastewater Phase I of the Summit Point Regional Utility Corridor Initiative (INITIATIVE). Phase I will be the preparation, submittal, and follow-up of a Preliminary Engineering Report (PER), funding application, and Facilities Plan as follows:

- Engineer will prepare a PER for an extension of the wastewater collection line from the end of the existing line near 1200 West Washington Street in Charles Town to South Jefferson Elementary School. The PER will contemplate installation that will include service connections to residences and commercial properties located within three hundred (300) feet of new wastewater main. The service connections to be provided will be those that are practical and economical, taking into consideration the proximity of gravity mains versus force mains and the need for rights-of-way to access the properties from the main location. It is noteworthy that the use of Clean Water State Revolving Fund (CWSRF) will require submittal of a Facilities Plan for the project. The Facilities Plan is not included in this SCOPE, but will be included in the subsequent phase proposal.
- Engineer will complete a Project Priority List (PPL) funding application for the wastewater collection extension to the West Virginia Department of Environmental Protection (WVDEP) for funds from the Clean Water State Revolving Fund (CWSRF). The application will include a component addressing Per – and polyfluoroalkyl substances (PFAS).
- POTESTA will prepare and submit a Facilities Plan for the wastewater extension to the WVDEP.

The preparation, submittal, and follow-up process for the PER will include Engineer's attendance at the public meetings of the West Virginia Infrastructure and Jobs Development Council's (WVIJDC) Technical Review & Funding Committee (TRFC) that have said PER on the agenda. Engineer will respond to any questions at the meeting(s) verbally and in writing, if necessary. In addition, Engineer will respond to comments published by TRFC verbally or in writing, if necessary. Engineer will continue to take these actions until WVIJDC makes a formal decision regarding the PER.

For the preparation, submittal and follow-up process for the funding application and Facilities Plan, Engineer will respond to review comments/questions from WVDEP. The response will be verbal or written as appropriate to advance the application. Engineer will continue to take these actions until WVDEP makes a formal decision regarding the application.

B. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order, with the exception of Resident Project Representative Services, if any, which are compensated separately.

C. Resident Project Representative (RPR) Services:

1. N/A

D. Additional Services: Services not expressly set forth as Basic Services in Paragraph 3.A above, and necessary services listed as not requiring Owner's written authorization, or requiring additional effort in an immediate, expeditious, or accelerated manner as a result of unanticipated construction events or Specific Project conditions, are Additional Services, and will be compensated by the method indicated for Additional Services in this Task Order. All other Additional Services require mutual agreement and may be authorized by amending the


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Task Order as set forth in Paragraph 8.05.B.2 of the Main Agreement, with compensation for such other Additional Services as set forth in the amending instrument.

**4. DELIVERABLES SCHEDULE**

A. In submitting required Documents and taking other related actions, Engineer and Owner will comply with Task Order Schedule, Section 6.A.

**5. ADDITIONS TO OWNER'S RESPONSIBILITIES**

A. Owner shall have those responsibilities set forth in Article 2 of the Main Agreement, and the following supplemental responsibilities that are specific to this Task Order: **N/A**

**6. TASK ORDER SCHEDULE**

A. In addition to any schedule provisions provided in Exhibit B or elsewhere, the parties shall meet the following schedule:

| Date | Action / Milestone | Comment |
|---|---|---|
| 2/10/27 | Submit PER to WVIJDC | WVIJDC monthly filing deadline |
| 1/31/27 | Submit PPL Application to DEP | DEP filing deadline for PPL's |
| TBD | Follow-up for PER submittal | Due date based on WVIJDC review |
| TBD | Follow-up for PPL application submittal | Due date based on DEP review |
| TBD | Submit Facilities Plan to WVDEP | Due 30 days after WVIJDC approval of PER |

**7. ENGINEER'S COMPENSATION**

A. The terms of payment are set forth in Article 4 of the Main Agreement.

B. Owner shall pay Engineer for services rendered under this Task Order as follows:

| Description of Service | Amount | Basis of Compensation |
|---|---|---|
| 1. Services of Engineer ("SCOPE") | $**87,500** | **Lump Sum** |

C. Compensation items and totals based in whole or in part on Hourly Rates or Direct Labor are estimates only. Lump sum amounts and estimated totals included in the breakdown by phases incorporate Engineer's labor, overhead, profit, reimbursable expenses (if any), and Subconsultants' charges, if any. For lump sum items, Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered, but shall not exceed the total lump sum compensation amount unless approved in writing by the Owner.

**8. ENGINEER'S PRIMARY SUBCONSULTANTS FOR TASK ORDER, AS OF THE EFFECTIVE DATE OF THE TASK ORDER:**

A. **N/A**


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**9. EXHIBITS AND ATTACHMENTS:**

A. Exhibit A to Task Order—Engineer's Services Under Task Order **N/A**

B. Exhibit B to Task Order—Task Order Deliverables Schedule **N/A**

C. Exhibit D to Task Order—Duties, Responsibilities, and Limitations of Authority of Resident Project Representative Under Task Order **N/A**

D. Exhibit E to Task Order-EJCDC® C-626, Notice of Acceptability of Work (Form) **N/A**

E. Other: **None**

Execution of this Task Order by Owner and Engineer makes it subject to the terms and conditions of the Main Agreement and its exhibits and appendices, which Main Agreement, exhibits, and appendices are incorporated by this reference.

| OWNER: | ENGINEER: |
|---|---|
| By: | By: |
| Print Name: Paul Mantello | Print Name: Dana L. Burns |
| Title: General Manager | Title: President |
| | Engineer's License or Firm's Certificate No. (if required): C00994-00 |
| | State of: West Virginia |
| DESIGNATED REPRESENTATIVE FOR TASK ORDER: | DESIGNATED REPRESENTATIVE FOR TASK ORDER: |
| Name: Paul Mantello | Name: K. Joe Knecthel |
| Title: General Manager | Title: Project Manager |
| Address: 661 S. George Street<br>Charles Town, WV 25414 | Address: 15 South Braddock Street<br>Winchester, VA 22601 |
| E-Mail Address: pmantello@ctubwv.com | E-Mail Address: kjknecthel@potesta.com |
| Phone: (304) 725-2316 | Phone: (540) 450-0180 |
| Date: | Date: |


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# CHARLES TOWN UTILITY BOARD

**Wednesday, October 14, 2026**

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**Regular Meeting**

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

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Update on Board Letter to Senator Capito

# CHARLES TOWN UTILITY BOARD

**Wednesday, October 14, 2026**

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**Regular Meeting**

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

---

Update on Audit Committee Selection

# CHARLES TOWN UTILITY BOARD

**Wednesday, October 14, 2026**

---

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

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Consideration and Approval of Updated Engineering Services - Greenfield Forcemain & Samuel Street Flow Meter Project

**Attachments:**

GDF Greenfield Forcemain Samuel Street PS Flow Meter Construction Administration Proposal (SIGNED).pdf

GD&F
GWIN
DOBSON &
FOREMAN
CONSULTING ENGINEERS

July 17, 2026

Paul Mantello, Utility General Manager
Charles Town Utility Board
661 South George Street, Suite 101
Charles Town, WV 25414

**RE: Charles Town Utility Board**
**Greenfield Forcemain & Samuel Street Flow Meter Project Construction Administration**

Dear Mr. Mantello:

Per your request, Gwin, Dobson & Foreman, Inc. (GD&F) is pleased to present the following proposal (Task Order) to assist in construction of the above referenced Forcemain and Flow Meter Installation.

***Understanding of the Project***

Bid and provide construction administration to upgrade the existing Greenfield Pump Station Forcemain and associated Flow Meter Installation of the Samuel Street Pump Station. These upgrades are required as a result of the King's Crossing Tie-In Project. The Forcemain must cross under WV-340 via a new proposed boring.

***Proposed Services***

GD&F will provide the following services:

- Assist in bid phase of project with previously created bid documents,
- Provide Construction Documents after award of the bid,
- Provide Construction Administration through completion of the Project,
- Provide part-time inspection (10 hours/week throughout construction).

Services that are not included:

- Permit Fees.

***Proposed Schedule***

GD&F will begin immediately upon written authorization from the Board.

***Proposed Cost***

GD&F will provide the above scope of services for an estimated, not-to-exceed, fee of $34,000. Invoices will be submitted on a monthly basis based on GDF current standard rates. Payment will be made on an accrued hourly basis plus expenses. The expenses include direct expenses such as mileage, printing/ copying, etc. as necessary to complete the services. Payment is due within thirty (30) days of invoicing.

Estimated Engineering Fees:

Bid Phase = $2,000
Project Management = $12,000
RPR Services = $20,000

Total Estimated Engineering Cost = $34,000

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.

David Pedersen, P.E.
Senior Environmental Engineer

DEP/amb
Prop/2026/CTUB_GreefieldFMCA_7-17-26
cc: File

***ACCEPTANCE OF PROPOSAL***

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

Authorized Representative

7/17/2026
Date

Attest/Witness

# CHARLES TOWN UTILITY BOARD

**Wednesday, October 14, 2026**

---

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

---

CTUB Draft Policy for Public Transparency in Agency Business, Agreements, Contracts and Engagements

**Attachments:**

CTUB Policy for Public Transparency in Agency Business, Agreements, Contracts, & Engagements (DRAFT).pdf

# Charles Town Utility Board

*Policy for Public Transparency in Agency Business, Agreements, Contracts, & Engagements*

**1. Purpose**

The Charles Town Utility Board ("CTUB" or "the Board") is committed to conducting its business openly and ensuring that members of the public have a meaningful opportunity to understand and comment on significant decisions affecting water and wastewater service in our service area.

This policy establishes clear procedures for distinguishing between significant utility service commitments requiring formal Board action and heightened transparency, and routine administrative matters that may be handled pursuant to authority delegated by the Board. It further establishes procedures governing Board approval, executive session discussions, signature authority, public notice, public communication, and records retention.

**2. Definitions**

For purposes of this policy:

**A. Agreement**

"Agreement" means any written contract, memorandum of understanding, memorandum of agreement, letter agreement, development agreement, utility service agreement, intergovernmental agreement, settlement agreement, lease, easement agreement, capacity or allocation agreement, professional services agreement, procurement contract, or other written instrument that creates, modifies, extends, conditions, assigns, renews, or terminates a legal, financial, operational, property, or service obligation of CTUB.

The title or form of a document does not determine whether it constitutes an Agreement. A document shall be treated according to its substantive terms and legal effect regardless of whether it is styled as an agreement, contract, memorandum, letter, authorization, consent, understanding, purchase order, work order, or other instrument.

**B. Service Agreement**

"Service Agreement" means an Agreement that creates, modifies, extends, conditions, reserves, allocates, or terminates a material commitment concerning CTUB's provision of water or wastewater service, capacity, facilities, infrastructure, property, or service territory.

Service Agreements include, without limitation, agreements that:

1. commit CTUB to provide, extend, reserve, or allocate water or wastewater service or capacity to a developer, industrial or commercial user, governmental entity, utility, development, or group of customers;
2. establish or materially modify the conditions under which CTUB will provide such service;
3. commit CTUB to construct, finance, acquire, convey, lease, own, operate, or maintain material utility infrastructure in connection with the provision or extension of service;
4. establish material capacity commitments, infrastructure contributions, reimbursements, cost-sharing arrangements, or other financial obligations associated with the provision or extension of utility service;
5. grant another person or entity a material right affecting CTUB's utility facilities, capacity, property, service territory, or future ability to provide utility service;
6. establish or materially alter the respective rights or obligations of CTUB and another utility, municipality, public service district, developer, or governmental entity concerning the provision of water or wastewater service; or
7. materially amend, supplement, assign, renew, rescind, terminate, or otherwise modify an existing Service Agreement.

A Service Agreement is subject to the Board approval requirements of Section 3 and, when applicable, the heightened public-notice requirements of Section 6.

**C. Routine Administrative Contract**

"Routine Administrative Contract" means an Agreement entered into in the ordinary course of CTUB operations that:

DRAFT

1. is within purchasing, contracting, expenditure, and signature authority previously delegated by the Board;
2. is within an approved budget or otherwise authorized appropriation;
3. does not constitute a Service Agreement;
4. does not create or materially modify a commitment concerning utility service territory, allocation of system capacity, extension of utility service, or another entity's right to receive utility service; and
5. does not otherwise require Board approval by law, ordinance, Board policy, procurement requirement, funding requirement, or the terms of another applicable agreement.

Routine Administrative Contracts may include, when otherwise within delegated authority, purchase orders, work orders, equipment and material purchases, routine maintenance contracts, software and technology services, professional services, and other ordinary operational expenditures.

Designation as a Routine Administrative Contract does not exempt an Agreement from otherwise applicable procurement, purchasing, budgeting, ethics, records-retention, or Freedom of Information Act requirements. When there is reasonable uncertainty as to whether a proposed Agreement constitutes a Service Agreement or Routine Administrative Contract, the General Manager shall refer the matter to the Board Chair and, when appropriate, legal counsel before execution. Nothing in this policy authorizes staff to execute an Agreement for which Board approval is otherwise required by law or existing CTUB policy.

**D. Material Permit Application**

"Material Permit Application" means an application, registration, notice of intent, certification, modification request, renewal, or other regulatory filing submitted by or on behalf of CTUB to a federal, state, or local governmental or regulatory agency that seeks authorization for, or represents CTUB's intent to undertake, a material new utility project, facility, source of supply, extension of service, or construction activity.

A Material Permit Application includes, without limitation, a regulatory filing that:

1. seeks authorization for construction of a new water or wastewater treatment facility, raw-water intake or transmission facility, major water or wastewater main, pump station, or other material utility infrastructure;
2. seeks authorization associated with a new or materially expanded source of water supply, treatment process, discharge, or utility service area;
3. contains a material certification, representation, or commitment concerning CTUB's ownership, control, operation, maintenance, construction, financing, or use of utility infrastructure or real property;
4. is submitted in furtherance of a Service Agreement or proposed Service Agreement involving a developer, industrial user, governmental entity, utility, or other third party; or
5. otherwise concerns a project that the Board has designated as requiring Board authorization before regulatory submission.

A Material Permit Application does not include routine monitoring reports, discharge monitoring reports, laboratory reports, operating reports, routine permit renewals that do not materially change CTUB's authorized operations, ordinary regulatory correspondence, or other compliance filings submitted by staff in the ordinary course of operating CTUB's existing facilities, unless Board approval is otherwise required by law or Board policy.

**3. Board Approval Required for Service Agreements**

No Service Agreement shall be considered approved or binding upon CTUB unless it has been:

- Presented as a distinct agenda item at a regularly scheduled meeting or properly noticed special meeting of the Board;
- Discussed in open session, with the material substantive terms summarized for the public record;
- Approved by a recorded roll-call vote of a majority of the Board in open session; and
- Memorialized in the meeting minutes, including the vote count and any dissenting votes.

The Board's approval should identify the Agreement being approved with sufficient specificity to establish the document, proposal, or substantive terms authorized by the Board.

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A verbal understanding, discussion in executive session, negotiation among individual Board members, direction to continue negotiations, or informal consensus does not constitute approval of a Service Agreement.

Board authorization to negotiate a potential Service Agreement does not constitute approval of the resulting Service Agreement unless the Board's authorizing action expressly approves the material terms and authorizes execution without further Board action.

Nothing in this section requires separate Board approval of a Routine Administrative Contract that is within authority lawfully delegated to staff.

**4. Executive Session Limitations**
Executive session may be used only for purposes permitted by applicable law.

When a proposed Service Agreement is discussed in executive session:

- No final vote or binding action approving the Service Agreement may be taken in executive session.
- Discussion or consensus reached during executive session shall not, by itself, constitute approval or authorization to execute the Service Agreement.
- The Board shall return to open session before taking any action necessary to approve the Service Agreement.
- Any motion approving the Service Agreement shall identify the Agreement or its material terms with sufficient specificity to establish what the Board has authorized.
- The resulting vote shall be recorded in the public meeting minutes.
- Meeting minutes shall be recorded during executive sessions, for review and approval by the Board prior to the next regularly scheduled meeting, to memorialize the topics, concerns, and documents reviewed and discussed, and ensure the mutual understanding and timely progression of matters discussed in closed session.

Nothing in this section requires disclosure of attorney-client privileged communications, confidential information, negotiating strategy, or other information lawfully protected from public disclosure.

**5. Signature Authority**
Execution authority shall be determined according to the nature of the Agreement.

**Service Agreements.** A Service Agreement may be executed only after satisfaction of Section 3. The Board Chair, or another officer or employee expressly authorized by Board action, may execute the Service Agreement on CTUB's behalf.

Before execution, the General Manager or signing officer shall confirm that the required Board action occurred and shall retain documentation identifying the date of approval and the Board action authorizing execution.
Approval of a Service Agreement authorizes execution only of the Agreement approved by the Board, including nonmaterial administrative, technical, or clerical revisions that do not materially alter CTUB's obligations. Any material modification made after Board approval shall be returned to the Board for approval before execution.

**Routine Administrative Contracts.** The General Manager or other authorized employee may execute a Routine Administrative Contract without separate Board approval when the Agreement is within authority previously delegated by the Board and all applicable purchasing, procurement, budgetary, and other requirements have been satisfied.

**Material Permit Applications.** No Material Permit Application shall be submitted in CTUB's name, or executed or certified on CTUB's behalf, unless the underlying project or regulatory action has been authorized by the Board.

Board authorization shall identify, with reasonable specificity, the project, facility, regulatory approval, or activity for which the application is authorized. Authorization of preliminary engineering, feasibility analysis, negotiation, or investigation of a potential project does not, by itself, constitute authorization to submit a Material Permit Application for construction or implementation of that project.

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Following Board authorization, the General Manager, responsible operator, engineer, consultant, or other authorized representative may prepare, execute, certify, and submit the application and associated technical materials to the extent permitted by applicable law and the requirements of the permitting agency.

Material changes to the scope, location, ownership, capacity, source of supply, treatment process, service commitment, or other fundamental characteristics of the Board-authorized project shall be returned to the Board for authorization before submission of a materially revised application.

Routine regulatory filings and compliance submissions associated with existing Board-authorized facilities and operations may be prepared and submitted by authorized staff without separate Board approval.

Nothing in this section expands the contracting or expenditure authority otherwise delegated to any CTUB officer or employee.

**6. Disclosure of Interests, Conflicts of Interest, & Recusal**

**A. Purpose & Applicability**

Members of the Charles Town Utility Board, the General Manager, and all administrative staff shall exercise their official duties in a manner that promotes impartiality, accountability, and public confidence in CTUB's decision-making.

This section applies to all CTUB business, including Service Agreements, Routine Administrative Contracts, Material Permit Applications, procurement, professional services, development proposals, regulatory matters, and other engagements involving CTUB.

No Board member or administrative employee shall use their official position to secure an improper personal, financial, business, or professional advantage for themselves or another person or entity.

**B. Duty to Disclose Interests**

Before participating in the consideration, discussion, negotiation, evaluation, recommendation, approval, or execution of CTUB business, each Board Member and administrative employee shall disclose any known private, financial, business, or professional interest that could reasonably give rise to an actual or potential conflict of interest.

Disclosable interests include, but are not limited to:

1. Ownership, employment, compensation, consulting, contractual, investment, or other financial interests involving a person or entity conducting or seeking to conduct business with CTUB.
2. A material financial or professional interest held by an immediate family member or a business with which the individual or an immediate family member is associated.
3. Service as an officer, director, employee, consultant, representative, or compensated agent of an organization involved in the matter.
4. A material personal or professional relationship with a party that could reasonably call into question the individual's impartiality in the matter.
5. Any other circumstance in which the individual, an immediate family member, or an associated business or organization may receive a particular benefit or incur a particular detriment as a result of CTUB's action.

Disclosure shall be made as soon as the interest becomes known and, whenever practicable, before the matter is placed on a Board agenda or assigned to administrative staff for consideration.

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**C. Disclosure Procedures**
Board members shall disclose potential conflicts to the Board Chair and General Manager in writing before the matter is considered. If the interest is identified during a meeting, the member shall disclose it before participating further.

The Board Chair shall disclose their own potential conflicts to the General Manager and the remaining Board members.

Administrative staff shall disclose potential conflicts in writing to the General Manager. The General Manager shall disclose their own potential conflicts to the Board Chair.

Each disclosure shall identify the nature of the interest, the individual or entity involved, and the relationship between the interest and the proposed CTUB business.

When a matter is considered by the Board, disclosures required to be made publicly under applicable law shall be made on the public record and documented in the meeting minutes.

**D. Determination of Conflicts of Interest**
Disclosure of an interest does not automatically establish that a conflict exists or that recusal is required. Upon receiving a disclosure, the Board Chair and General Manager shall, as appropriate, consult CTUB's legal counsel to determine whether the interest:
1. Requires disclosure but does not prohibit participation;
2. Requires recusal from some or all official participation;
3. Prohibits CTUB from entering into the proposed transaction or engagement without an applicable statutory exception, exemption, or other lawful authorization; or
4. Requires additional review or guidance from the West Virginia Ethics Commission.

When the potential conflict involves the Board Chair or General Manager, the affected individual shall not participate in determining the disposition of their own conflict.

Any determination permitting participation shall be documented, including the nature of the disclosed interest and the basis for permitting participation.

Nothing in this policy authorizes participation in a matter prohibited by the West Virginia Ethics Act or other applicable law.

**E. Recusal from Board Proceedings**
A Board member who is required to recuse themselves shall:
1. Fully disclose the disqualifying interest before the Board considers the matter.
2. Refrain from participating in discussion, deliberation, negotiation, evaluation, recommendation, or voting concerning the matter.
3. Physically leave the meeting room during the Board's consideration, discussion, and vote on the matter, as required by applicable law.
4. Refrain from privately attempting to influence other Board members, CTUB employees, or representatives concerning the matter.
5. Refrain from participating in any related executive-session discussion or decision-making.

The meeting minutes shall document the disclosure, the reason for recusal, the member's departure from the meeting room, and the member's return following completion of the matter.

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A recused member shall not be counted as participating in the vote on the matter. The Board shall determine whether a sufficient quorum remains to conduct business in accordance with applicable law.

**F. Recusal of Administrative Staff**
An administrative employee who is required to recuse themselves shall not participate in the review, evaluation, negotiation, recommendation, approval, administration, or execution of the affected CTUB business, except for limited ministerial activities expressly authorized following legal review.

The General Manager shall reassign the matter to an employee or representative without a disqualifying conflict and shall document the reassignment.

When the General Manager is required to recuse themselves, the Board Chair, in consultation with legal counsel, shall arrange for the affected responsibilities to be assigned to another authorized CTUB representative.

Recusal shall not relieve any individual of a separate statutory or regulatory duty that must be fulfilled by a specifically designated official. Such circumstances shall be referred to legal counsel to establish an appropriate lawful procedure.

**G. Interests That Do Not Automatically Require Recusal**
An individual's professional experience, ordinary community involvement, uncompensated membership in a civic or professional organization, or interest shared with the general public shall not, by itself, require recusal.

Likewise, an interest affecting an individual solely as a member of a sufficiently broad class of similarly situated persons or businesses shall be evaluated in accordance with applicable law.

These circumstances do not eliminate any disclosure obligation imposed by law or this policy. Particular attention shall be given to relationships involving nonprofit organizations, other governmental bodies, utilities, developers, contractors, and professional service providers when CTUB is considering an agreement, appropriation, procurement, or other action involving that organization.

**H. Continuing Duty & Records**
The duty to disclose is continuing. An individual shall promptly update a previous disclosure whenever a material change occurs in the nature or extent of the interest.

CTUB shall maintain written disclosures, conflict determinations, recusals, and related correspondence in accordance with applicable records-retention requirements.

Disclosures and recusals made during public Board proceedings shall be documented in the meeting minutes to the extent required by law.

Records shall be made available for public inspection consistent with the West Virginia Freedom of Information Act, subject to applicable exemptions and confidentiality requirements.

**I. Compliance with Applicable Law**
This section shall be interpreted and administered consistently with the West Virginia Ethics Act, W. Va. Code § 6B-2-5, applicable Ethics Commission regulations and advisory opinions, and other applicable laws governing conflicts of interest, public contracts, and official conduct.

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Where applicable law imposes a more restrictive requirement than this policy, the more restrictive legal requirement shall control.

Nothing in this policy authorizes a transaction prohibited by law, permits an individual to avoid a statutory disqualification through disclosure alone, or substitutes an internal CTUB determination for an exemption or authorization required from the West Virginia Ethics Commission.

**7. Heightened Public Notice and Comment for Significant Service Agreements**
In addition to legally required public notice, CTUB shall provide the heightened transparency procedures established by this section before final Board action on a proposed Service Agreement involving:

- a new industrial, commercial, institutional, or multi-customer development of material public significance;
- a material extension of CTUB's water or wastewater service territory;
- construction or operation of material utility infrastructure primarily associated with a new development or service commitment;
- an agreement materially affecting another municipality's, utility's, or public service district's right or ability to serve an area; or
- another Service Agreement that the Board determines is likely to have significant financial, operational, environmental, or community impacts.

For such Service Agreements, CTUB will, to the extent legally and practically permissible:

- Post the proposed Service Agreement, or a plain-language summary of its material terms, on CTUB's website and at the meeting location at least seven (7) calendar days before the meeting at which final action is scheduled;
- Identify the proposed Service Agreement as a distinct item on the meeting agenda;
- Provide a dedicated opportunity for public comment concerning the proposed Service Agreement; and
- Accept written comments submitted through CTUB's designated public-comment process.

The seven-day period established by this policy is an additional CTUB transparency practice and shall not be construed as modifying any shorter or longer notice period required by applicable law.

Routine Administrative Contracts and Material Permit Applications are not subject to the heightened procedures of this section solely because they constitute Agreements.

**8. Public Communication on Significant Projects**
For a Service Agreement or associated project determined by the Board or General Manager to be of significant community interest, CTUB will make reasonable efforts to:

- Maintain publicly accessible information concerning the status of the project and update that information following material developments within CTUB's authority or jurisdiction;
- Clearly distinguish between CTUB's approvals and actions and permits, approvals, land-use decisions, or other actions taken by state, federal, county, municipal, or other governmental bodies;
- Explain, when reasonably necessary to avoid public confusion, what a particular CTUB action does and does not authorize;
- Identify CTUB's role and authority with respect to the project and distinguish matters outside CTUB's jurisdiction; and
- Designate the General Manager, or the General Manager's designee, as the administrative point of contact for public questions concerning the project.

Nothing in this section requires CTUB to disclose information exempt from disclosure by law, attorney-client privileged information, confidential negotiating information, security-sensitive information, or other protected records.

**9. Records Retention and Public Access**
CTUB shall retain Agreements and related records in accordance with applicable records-retention requirements.
For Service Agreements, the permanent or applicable official record should include, as appropriate:

- the final executed Service Agreement and material amendments;

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- the Board agenda identifying the proposed action;
- the minutes documenting Board approval;
- documentation of signature authority;
- any material amendment, assignment, rescission, or termination; and
- correspondence with governmental agencies concerning permits or approvals material to CTUB's obligations under the Service Agreement.

Routine Administrative Contracts and Material Permit Applications shall be maintained according to CTUB's applicable administrative and records-retention procedures.

Public access to records shall be provided consistent with the West Virginia Freedom of Information Act and other applicable law. Nothing in this policy requires disclosure of a record or portion of a record that is exempt or otherwise protected from disclosure.

**10. Effective Date and Review**

This policy is effective upon adoption by the Board and applies prospectively to Agreements considered or executed thereafter.

Nothing in this policy shall be construed to invalidate, rescind, modify, ratify, or otherwise determine the legal status of any Agreement, action, authorization, or purported authorization occurring before the effective date of this policy.

The Board will review this policy at least every two years, or sooner if experience, changes in law, or circumstances indicate that revisions may be appropriate.

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# CHARLES TOWN UTILITY BOARD

**Wednesday, October 14, 2026**

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**Regular Meeting**

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

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Cooley Public Strategies Presentation:  Draft CTUB Projects Dashboard

# CHARLES TOWN UTILITY BOARD

**Wednesday, October 14, 2026**

---

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

---

Public Report on the Middleway Stormwater Permit Application and Status Report on Actions Taken to Date

**Attachments:**

CTUB Letter to WVDEP DWWM Director Bandy (NPDES Permit No. 113389).pdf

# Charles Town
## Utility Board

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



**UTILITY BOARD**

CHAIRMAN
*City of Charles Town Mayor Micheal George*

VICE CHAIRMAN
*John Maxey*

*TREASURER*
*Duke Pierson*

SECRETARY
*Ashley Stottlemyer*

*Board Member*
*Heidi Parker*

*Board Member*
*Patrick Kratovil*

UTILITY MANAGER
*Paul Mantello*


September 24, 2026

**VIA EMAIL**
Mr. Jeremy Bandy, Director
West Virginia Department of Environmental Protection
Division of Water and Waste Management
601 57th Street SE
Charleston, WV 25304

**RE: Sidewinder Raw Water Line Project – Construction Stormwater Permit Registration No. WVR113389; Notice of Intent to Withdraw Existing Registration & Submit New Permit Application**

Dear Mr. Bandy,
On September 23, 2026, the Charles Town Utility Board (CTUB) considered the status of the existing construction stormwater permit registration associated with the Sidewinder Raw Water Line Project and approved a course of action intended to ensure that the project is subject to appropriate engineering review, complete and accurate permitting documentation, and meaningful opportunities for public participation.

Pursuant to the Board's direction, CTUB hereby provides notice of its intent to request withdrawal of the existing construction stormwater permit registration and simultaneously submit a new permit application containing the additional information and documentation necessary for the West Virginia Department of Environmental Protection (WVDEP) to conduct a complete and proper review of the proposed project:

1. **Existing Permit Registration**
   CTUB intends to take no action under the existing construction stormwater permit registration while the additional information, engineering review, and procedural requirements necessary to support a new permit application are being completed.

   Upon completion of these requirements, CTUB intends to request that WVDEP withdraw the existing permit registration and simultaneously submit a new, complete permit application for the proposed project.

   This correspondence constitutes notice of CTUB's intended course of action and is not, at this time, a formal request to withdraw or terminate the existing permit registration.

2. **Preparation & Submission of a New Permit Application**
   CTUB intends to work with its engineering consultants and other appropriate parties to review the proposed project, evaluate the existing permitting documentation, and prepare a new application that includes any additional or corrected information necessary to support WVDEP's review and determination.

The new application will be submitted in accordance with applicable permitting requirements and will provide WVDEP with the information necessary to evaluate the proposed construction activities and associated stormwater management measures.

CTUB's objective is to ensure that the permitting process is supported by complete and accurate documentation, appropriate technical review, and compliance with all applicable requirements.

3. **Public Notice, Comment Period, & Public Hearing**
   CTUB recognizes the substantial public interest in the proposed project and is committed to providing meaningful opportunities for public review and participation. Accordingly, CTUB intends to request that WVDEP provide the maximum public comment period available under applicable law and permitting procedures for the new application.

   CTUB will also request that WVDEP conduct a public hearing concerning the proposed project following the issuance of a decision by the Supreme Court of Appeals of West Virginia in *Sidewinder Enterprises, LLC v. Jefferson County Planning Commission, et al*., Case No. 26-13.

   CTUB respectfully requests that WVDEP coordinate with CTUB regarding the timing of the public notice, comment period, and hearing to ensure that interested members of the public have an adequate opportunity to review the proposed project and provide comments before a final permitting determination is made.

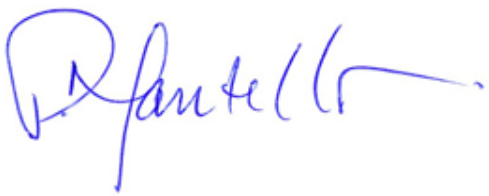
4. **Coordination & Next Steps**
   CTUB requests WVDEP's guidance regarding the appropriate administrative procedures for withdrawing the existing permit registration and simultaneously submitting a new application, including any required forms, supporting documentation, or other procedural requirements.

   CTUB also requests confirmation of any additional measures that may be necessary to maintain compliance with applicable permitting requirements during the interim period, and will coordinate with WVDEP and the project stakeholders as the necessary engineering review and permitting documentation are completed.

We appreciate WVDEP's assistance and support in ensuring that the proposed project receives a complete and transparent review, consistent with applicable environmental and permitting requirements.

Please feel free to call or email, with any questions or comments. My cell is 301-473-3123. I'm available at your convenience.

Sincerely,



Paul Mantello, General Manager
Charles Town Utility Board
pmantello@ctubwv.com

**Cc (via email):** Yogesh Patel, Technical Analyst
West Virginia Department of Environmental Protection
Division of Water and Waste Management

# CHARLES TOWN UTILITY BOARD

**Wednesday, October 14, 2026**

---

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

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Quotes for New Generator and Automatic Transfer Switch Installation at Samual Street Pump Station and ~~Flowing Springs~~ Jefferson High School Pump Station

**Attachments:**

Estimate 54 - Samuel St PS.pdf
Estimate 55 - Flowing Springs PS.pdf

# ESTIMATE

**Kershner Controls**
17908 Leona Avenue
Maugansville, Maryland 21767
United States

Phone: 2404527691
Mobile: 1-240-452-7691

BILL TO
**Charlestown Utilities**
Melanie Courtney

304-724-3246
mccourtney@ctubwv.com

| | |
|---|---|
| **Estimate Number:** | 54 |
| **Estimate Date:** | September 4, 2026 |
| **Valid Until:** | October 4, 2026 |
| **Grand Total (USD):** | **$67,250.00** |

| Items | Quantity | Price | Amount |
|---|---|---|---|
| **09/04/2026**<br>Samuel Street Generator .45 kW 120/240 3 phase<br>no inclosure GEN nema 1 ATS 200amp rating 150 amp<br>main breaker on GEN LP Labor and materials<br><br>customer to unhook LP and rehook<br>customer to supply man power and equipment to help remove old Gen and set new<br>Gen<br>50% of job is do before materials are ordered | 1 | $67,250.00 | $67,250.00 |

| | |
|---|---|
| **Grand Total (USD):** | **$67,250.00** |

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# ESTIMATE

**Kershner Controls**
17908 Leona Avenue
Maugansville, Maryland 21767
United States

Phone: 2404527691
Mobile: 1-240-452-7691

BILL TO
**Charlestown Utilities**
Melanie Courtney

304-724-3246
mccourtney@ctubwv.com

| | |
|---|---|
| **Estimate Number:** | 55 |
| **Estimate Date:** | September 4, 2026 |
| **Valid Until:** | October 4, 2026 |
| **Grand Total (USD):** | **$67,250.00** |

| Items | Quantity | Price | Amount |
|---|---|---|---|
| **09/04/2026**<br>Flowing Springs Generator replacement.60 kw Gen 120/240 3 phase 3r ats 200 amp start up 5 year kohler warranty lead<br>time 14<br>-16 weeks labor and materials<br><br>customer to unhook LP and rehook<br>customer to supply man power and equipment to help remove old Gen and set new<br>50%of job is do before materials are ordered | 1 | $67,250.00 | $67,250.00 |

| | |
|---|---|
| **Grand Total (USD):** | **$67,250.00** |

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# CHARLES TOWN UTILITY BOARD

**Wednesday, October 14, 2026**

---

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

---

Quote to Repair the Effluent Flygt Pump at Charles Town Wastewater Plant

**Attachments:**

STH Quote for Pump.pdf

STH
97 D Monocacy Blvd
Frederick MD 21701
Phone: (301) 682-3390
Fax: (301) 682-3391

# Quote

Quote # QTE41743

Date 10/2/2026

**Bill To**

Charles Town Utility Board
661 South George Street
suite 101
Charles Town WV 25414
United States

**Ship To**

Charles Town Utility Board
661 South George Street
suite 101
Charles Town WV 25414
United States

**TOTAL**

$42,731.00

**Expires: 11/1/2026**

**Title**

Flygt Repair

**Service Address**

STH Shop Middletown 8500 Pete Wiles Rd Middletown, 21769

| Account Rep | Terms |
|---|---|
| Cameron A Hallock<br>(301) 370-3949 | Net 30 |

| Item | Quantity | Rate | Amount |
|---|---|---|---|
| **PS-STHSHOPWORK**<br>S/N: Large Flygt Pump<br><br>STH quote to disassemble, inspect, rewind, replace bearings, replace mechanical seals and orings. Perform shaft work and install new 80ft cord. Once repairs are completed, reassemble and test for operation at the STH warehouse located at 8500 Pete Wiles Road. Middletown MD, 21769<br><br>Customer to drop off pump/pick up pump at time of completion; at the above location between the hours of 7:30am - 2:30pm.<br><br>*Includes Factory Seal, Shaft Sleeve, O-Ring.<br><br>*Work to be done during normal business hours (M-F,7-3).<br><br>(*Note-Mechanical Seals are not covered under any warranty due to failure is either due to water quality, Pump getting hot or air in the volute.<br><br>*Note- Safety is STH's highest concern. All work performed by STH personnel trained in NFPA70E Electrical Hazard Protection and use of safety equipment as required.<br><br>*See Terms and Conditions below regarding Tax and Minimum Hour rates.<br><br>Any additional work beyond the above scope to be done based on our standard Time and Material rates listed below. | 1 | | $42,731.00 |

*****Quoted price does not include Federal, State, or Local Sales Tax.*****

| | |
|---|---|
| **Subtotal** | $42,731.00 |
| **Tax Total (%)** | $0.00 |
| **Total** | $42,731.00 |

STH
97 D Monocacy Blvd
Frederick MD 21701
Phone: (301) 682-3390
Fax: (301) 682-3391

# Quote

Quote # QTE41743

Date 10/2/2026

**Terms and Conditions:**

**Price Adjustment Clause**

**Tariffs and Duties**

Dear Valued Customer,

Payment is expected per agreed upon payment terms. Late payments are subject to 2% late fee per month calculated from the day of service. Returned checks result in a $35 returned check charge.

Standard STH Labor Rates: Per service technician are Monday – Friday $185.00 per hour per man from 7:00am – 3:30pm. Additional charges will apply for after 3:30pm weekdays and for Saturdays, Sundays and Holidays. There is always a 4-Hour Minimum Labor Charge. Additional labor and materials will be billed unless quoted above. (Quote valid for only 30 days). FOB Shipping Point. Start-Up and Warranty will not be provided until complete payment has been received. Terms are Net Due Upon Receipt Pending Credit Approval. Past due accounts are subject to a 2% per month service charge. APR of 24%. All attorney fee and court costs incurred in collection of past due accounts will be added to amount due. The above is accepted subject to terms as stated. Payment will be issued in accordance with STH Terms. STH will accept a facsimile or Email of this agreement to be as legally binding as an original document.

If, during the performance of this contract, the cost of materials significantly increases due to circumstances beyond the control of STH, the contract price will be equitably adjusted to reasonably cover such increases.

Any tariffs, duties, import fees, or other government-imposed charges assessed on the shipment of goods shall be the sole responsibility of the customer. If such charges are incurred by STH at the time of import or delivery, they will be passed through to the customer and added to the final invoice. The customer agrees to pay any such additional charges in full upon receipt of the invoice. Unless otherwise agreed upon or superseded by a prior written agreement, STH is not responsible for any delays, costs, or liabilities resulting from the imposition of tariffs or related regulations.

PO #: _____ Date: _____ STH Authorization: _____ Date: _____

Company Name: _____ Date: _____

Authorized:_____ Title: _____

# CHARLES TOWN UTILITY BOARD

**Wednesday, October 14, 2026**

---

**Regular Meeting**

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

---

Utility Manager Report

# CHARLES TOWN UTILITY BOARD

**Wednesday, October 14, 2026**

---

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

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Huntfield Tree Root Intrusion Project - Update & Status
a. Foaming Root Treatment Product Information
b. September 9th Cost Estimate
c. Root Intrusion Map & Diagram

**Attachments:**
Huntfield Tree Root Intrusion Project.pdf

DUKE'S
ROOTED IN INNOVATION™

# Root Control

Duke's utilizes Razorooter®, a herbicide-laden, thick foam the consistency of heavy shaving cream. Since effectively killing roots in sewer systems requires access to the entire line, Duke's crew inserts a hose from manhole to manhole. The hose releases and sprays the foam in all directions, allowing it to adhere to roots and penetrate through wye connections to kill roots even in lateral lines. The entire system is treated as the foam compresses against pipe surfaces and penetrates cracks, joints and connecting sewers. Roots are killed on contact inside and outside the pipe walls, decay naturally and slough away, with regrowth delayed for two to three years. Trees and other above ground vegetation are not harmed.

## Alternative Solutions: Expensive, Disruptive & No Guarantee

Replacing or lining a pipe is another option; however, it is expensive, can be disruptive and doesn't guarantee the thirsty roots won't find their way through the pipe once again. Mechanical root removal involves physically cutting away roots, which can damage pipes and lead to thicker regrowth, often requiring more frequent cutting.

Regardless of the method used, the best root control program is one that minimizes damage and costs through regular, proactive maintenance. Duke's exclusive root control product is translocated up the roots with each application. This preventive maintenance prolongs the life of pipes, providing substantial cost savings in the long run.



"Duke's solves maintenance problems. I have worked with them directly for many years on several projects, and I've seen the exceptional results firsthand. I have personally entered manholes where we had up to 80% blockage caused by large root masses. After the Duke's application, I re-entered one year later, and the roots were completely decayed. I'm so confident in Duke's products and services that I refer them directly to my municipal clients."

**– Jim McGregor, PE**
Hatch Mott McDonald




DUKES.COM
800.447.6687

### Partnering in Asset Management

Duke's has been called in on countless consent decrees to help reduce overflows quickly and gain back much needed capacity. Our crews act as another resource in your arsenal to meet even the toughest mandates for capacity assurance and I/I abatement.

Duke's treatments are effective on the largest roots in your system, but treating smaller roots before there are issues is the key to asset management. We have clients that started treating over 40 years ago and those segments are still an asset to this day.

## Case in Point: Rooting Out SSOS

**Virginia Beach Department of Public Utilities Management**
400 pumping stations, 1,800 miles of gravity pipe and 190 miles of force mains

VA Beach needed a proactive Management, Operation and Maintenance (MOM) Program to determine the cause of stoppages and overflows, maintenance history, the work process and system characteristics. Inspections and thorough analysis showed that grease and roots were the No. 1 and 2 listed causes of SSOs. Duke's Razorooter pilot program was initiated.

**Results:**

- Instantaneous ROI via reduced frequency of SSOs after implementation of the MOM program.
- 1st year of formal root control program: the number of SSOs dropped over 30 percent and have continued to drop substantially every year since.
- Taking an O&M approach as opposed to a "Find and Fix" mentality, all things being equal, over 20 years, the cost would be about $157 million, significantly less than the nearly $400 million estimated for a traditional once-and-done solution that would likely require a reinvestment 20 years down the road.



Duke's exclusive Razorooter® is a diquat-based herbicide registered by the U.S. Environmental Protection Agency (EPA) for controlling nuisance tree roots in sanitary sewer line collection systems.

"The comprehensive MOM program, which includes a sizeable root control effort, is a prime example of a success story that can be shared with other similar communities. It documents capacity assurance results and reductions in SSOs, which was our primary goal, without high cost of implementing traditional I&I reduction efforts. We now have a good, solid foundation, fewer environmental impacts and a process to continually get to the cause — grease and roots — instead of our previous reactionary approach to clean when the stoppages occurred. We have made great strides."

**– Aaron K. Nelson, P.E., VP**
Brown and Caldwell

DUKE'S
ROOTED IN INNOVATION

1707 N. Randall Road, Ste 180 Elgin, IL 60123

# SALES QUOTATION

| Document Number | Document Date | Page |
|---|---|---|
| **7293** | **09/09/2026** | **1/1** |

| Customer No. | Contact / Phone / Email |
|---|---|
| **C-002804** | **Travis Markley**<br>**tmarkley@ctubwv.com** |

**CHARLES TOWN UTILITY BOARD**
661 South George Street

Charles Town WV 25414
USA

| Your Contact | Payment Terms |
|---|---|
| **John Fletcher 113**<br>**757-635-4017**<br>**Fletch@dukes.com** | **Net 30** |

| Shipping Type | FOB Point |
|---|---|
| | |

Delivery Address
**CHARLES TOWN UTILITY BOARD**
661 S George St.

Charles Town WV 25414
USA

| Description | Quantity | UoM | Price | Total |
|---|---|---|---|---|
| **MANHOLE ROOT CONTROL**<br>Item Code: V-F-APL-MANHO-001 | **Per** | **EA** | **$ 196.27** | |
| **HOUSE LATERAL ROOT CONTROL**<br>Item Code: V-F-APL-RESID-001 | **30** | **EA** | **$ 200.00** | **$ 6,000.00** |
| **6" PIPE SEWER ROOT CONTROL**<br>Item Code: V-F-APL-SEWRC-01X06FT | **Per** | **FT** | **$ 2.12** | |
| **8" PIPE SEWER ROOT CONTROL**<br>Item Code: V-F-APL-SEWRC-01X08FT | **Per** | **FT** | **$ 2.12** | |
| **10" PIPE SEWER ROOT CONTROL**<br>Item Code: V-F-APL-SEWRC-01X10FT | **Per** | **FT** | **$ 2.36** | |
| **12" PIPE SEWER ROOT CONTROL**<br>Item Code: V-F-APL-SEWRC-01X12FT | **Per** | **FT** | **$ 2.58** | |
| **15" PIPE SEWER ROOT CONTROL**<br>Item Code: V-F-APL-SEWRC-01X15FT | **Per** | **FT** | **$ 4.89** | |
| **18" PIPE SEWER ROOT CONTROL**<br>Item Code: V-F-APL-SEWRC-01X18FT | **Per** | **FT** | **$ 7.03** | |

| | |
|---|---|
| Quotation Subtotal: | **$ 6,000.00** |
| **Total Amount:** | **$ 6,000.00** |

Plus applicable Sales Tax

Quotation Valid Until: 06/30/2027

Website: www.dukes.com
Tax ID No.: 75-3026801

# HUNTFIELD
# ROOT INTRUSIONS IN LATERALS

| Roots in Laterals |
|---|
| 53 Bullskin |
| 81 Bullskin |
| 353 Bullskin |
| 84 Davis |
| 74 Davis |
| 46 Davis |
| 100 Payne |
| 96 Payne |
| 111 Holly springs |
| 545 Lord Fairfax |
| 480 Prospect hill |
| 51 Battlefeld |
| 48 Battlefeld |
| 35 Chadwick |
| 82 Silverleaf |
| 72 Silverleaf |
| 412 Prospect Hill |
| 227 Bullskin |
| 100 Bullskin |
| 397 Davis St |
| 42 Davis St |
| 216 Calmes |
| 156 Calmes |
| 58 Battlefeld |
| 25 Battlefeld Dr |

COLSTON RD
BALL CIR
AUGUSTINE AVE
PAYNE ST
DEERBROOK DR
HOLLY SPRINGS DR
BUTLER ST
BURNLEA RD
SILVERLEAF DR
DAVIS ST
BULLSKIN ST
CALMES ST
BRADDOCK ST
CHADWICK DR
LORD FAIRFAX ST
CORBIN CIR
PROSPECT HILL BLVD
PROSPECT HILL BLVD
NEWBURY ST
BATTLEFIELD DR
PROSPECT HILL BLVD
PROSPECT HILL BLVD
COLONIAL DR
UNION RIDGE DR
WASHINGTON PATH

N

Legend

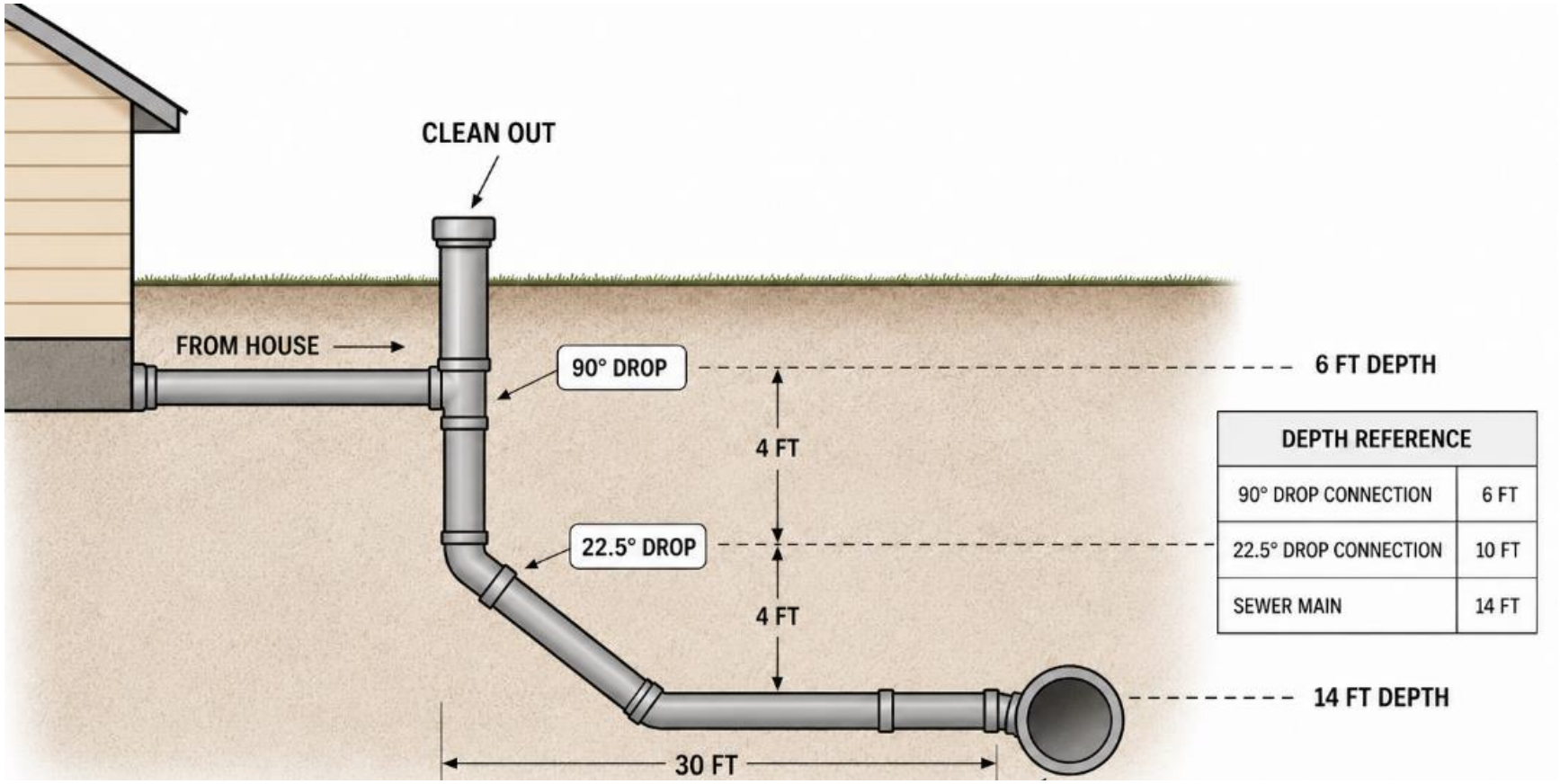
- Roots Observed in Lateral
- Tree In Easement

0 0.04 0.07 0.15 Miles

106

**Huntfield Subdivision Root Intrusion Diagram**

All Root Intrusions located at 90 and 22.5 Degree Connections



# CHARLES TOWN UTILITY BOARD

**Wednesday, October 14, 2026**

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

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Locust Hill Pond Water Quality Pilot Program - Update & Status

a. Dosing Schedule & Instructions
b. Sampling & Testing Results
c. September 15th DO Profile
d. Pilot Program Status

**Attachments:**

Locust Hill Pond Water Quality Pilot Program.pdf

UltraClear®

**Pond Treatment Program**

Technical Application & Dosing Instructions | 9 Acre Pond

| | | | |
|---|---|---|---|
| Prepared for: | **Wayne Clark / Paul Mantello** | Document No: | AP081726-01 |
| Property: | **Locust Hill Golf Course** | Issued: | 14-Aug-26 |
| Location: | **Charles Town, WV 25414** | Program Start: | 17-Aug-26 |
| Prepared by: | **Dan Kelley, UltraClear** | Reference: | 9 Acre Pond |

## 1. Application Schedule

| Date | Muck Digester | SST | Phosphate Binder Pro |
|---|---|---|---|
| **Aug 17** | 576 tabs (1.5 box) | 8 gal (2 cases) | 135 lb (3 pails) |
| **Aug 31** | 576 tabs (1.5 box) | 8 gal (2 cases) | 135 lb (3 pails) |
| **Sep 14** | 288 tabs (0.75 box) | 3 gal | 67.5 lb (1.5 pails) |
| **Sep 28** | 288 tabs (0.75 box) | 3 gal | 67.5 lb (1.5 pails) |
| **Oct 12** | 288 tabs (0.75 box) | 3 gal | 67.5 lb (1.5 pails) |
| **Oct 26** | 288 tabs (0.75 box) | 3 gal | 67.5 lb (1.5 pails) |
| **Nov 9*** | 288 tabs (0.75 box) | 4 gal (1 case) | 90 lb (2 pails) |

** November 9 application is conditional on water temperature. See Section 3.*

Startup application density is 64 tablets per surface acre. Maintenance density is 32 tablets per surface acre.

## 2. Application Procedures

### Muck Digester Tablets

Broadcast tablets as evenly as practical across the entire pond surface. Do not concentrate the treatment along the shoreline. Prioritize:

- Deep-water areas
- Known depositional zones
- Areas with visible or documented organic muck accumulation
- Low-circulation areas where sludge tends to collect

### SST

Agitate thoroughly before every application. Divide the required volume between several application points around the pond perimeter and apply directly to the water along the shoreline. Favor areas with natural circulation. Do not deposit the entire treatment at a single point.

### Phosphate Binder Pro

**Note:** Binder dosage is based on pond volume in acre-feet, not surface acreage alone. Additional binder may be required if actual depth exceeds estimates (5ft average depth). Monitor closely.

Add Binder gradually to pond water in a suitable mixing vessel and mix thoroughly to a pourable slurry. Maintain agitation to prevent settling before application. Distribute the slurry at multiple locations around the pond perimeter, seeking broad distribution through the water column.

## 3. Temperature & Seasonal Requirements

### Phosphate Binder Pro

Apply only while pond water temperature is above 50°F. Water temperature in the Charles Town area declines rapidly through late October and November, so verify actual pond temperature before the final application. At 50°F or below, discontinue Binder treatment. Any residual binder may be stored and used for future use when water temperatures return to 50°F.

### Muck Digester & SST

Effective at lower temperatures than the Binder, remaining applicable down to approximately 38°F. If Binder treatment is discontinued for temperature, the Muck Digester and SST portion of the program may continue independently while conditions remain suitable.

## 4. Mid-Program Adjustments

Monitor treatment response throughout the program. If elevated turbidity, discoloration, or suspended material indicates that additional phosphorus binding is warranted, the Phosphate Binder may be applied more frequently or increased up to approximately 2× the scheduled rate.

Document any supplemental application so total Binder usage can be tracked against available inventory. Do not increase biological product dosage solely because water clarity temporarily changes; evaluate pond conditions and treatment response first.

## 5. Storage & Handling

- SST must be stored between 50°F and 95°F; DO NOT ALLOW PRODUCT TO FREEZE
- Phosphate Binder Pro and Muck Digester may be stored in a cool dark place; protect from excessive heat
- Keep containers closed when not in use
- Always agitate SST before every application
- Record actual quantities applied at each treatment

## 6. Program Product Requirements

| Product | Scheduled Use | Procure |
|---|---|---|
| **Muck Digester Tablets** | 2,592 tablets (6.75 boxes) | 7 boxes (0.25 box reserve) |
| **SST / Clarifier Pro** | 32 gallons | 32 gallons |
| **Natural Phosphate Binder** | 630 lb | 630 lb |

The unused Muck Digester reserve may be retained for supplemental treatment or seasonal extension if pond conditions warrant.

## 7. Field Record Requirements

Record the following at each application:

- Date applied and pond water temperature
- Muck Digester tablets applied
- SST / Clarifier Pro gallons applied
- Phosphate Binder pounds or pails applied
- General water appearance and visible muck accumulation
- Any deviation from the scheduled treatment, and the reason

*Treatment rates should be reassessed if actual pond depth, pond volume, water temperature, or site conditions differ materially from the assumptions used to develop this protocol.*

**Locust Hill Pond Water Quality Pilot Program - Sampling & Testing Results**

| Date | Rainfall (Inches) | Dissolved Oxygen (mg/L) | Ammonia (mg/L) | Phosphorous (mg/L) | Nitrogen TKN (mg/L) | Alkalinity (mg/L) |
|---|---|---|---|---|---|---|
| 8/10/2026 | 0 | 9.09 | 0.029 | 0.513 | 1.54 | 164 |
| 8/11/2026 | 0.4 | 7.11 | 0.025 | 0.526 | 1.51 | 162 |
| 8/12/2026 | 0 | 7.98 | 0.027 | 0.495 | 2.03 | 156 |
| 8/13/2026 | 0 | 6.99 | 0.052 | 0.542 | 2.36 | 161 |
| 8/14/2026 | 0 | 8.97 | 0.04 | 0.512 | 2.43 | 479 |
| 8/15/2026 | | | | | | |
| 8/16/2026 | | | | | | |
| 8/17/2026 | 0.3 | 8.75 | 0.396 | 0.656 | 2.43 | 131 |
| 8/18/2026 | 0.3 | 6.97 | 0.037 | 0.712 | 1.36 | 226 |
| 8/19/2026 | 0 | 10.05 | 0.05 | 0.567 | 2.4 | 278 |
| 8/20/2026 | 0 | 7.79 | 0.034 | 0.653 | 2.2 | 325 |
| 8/21/2026 | 0.2 | 11.97 | 0.055 | 0.685 | 3.62 | 154 |
| 8/22/2026 | | | | | | |
| 8/23/2026 | | | | | | |
| 8/24/2026 | 0 | 8 | 0.057 | 0.588 | 4.09 | 184 |
| 8/25/2026 | 0 | 8.34 | 0.022 | 0.506 | 3.63 | 170 |
| 8/26/2026 | 0 | 7.45 | 0.029 | 0.364 | 4.06 | 175 |
| 8/27/2026 | 0 | 5.79 | 0.065 | 0.402 | 5 | 171 |
| 8/28/2026 | 0 | 6.29 | 0.036 | 0.852 | 2.93 | 182 |
| 8/29/2026 | | | | | | |
| 8/30/2026 | | | | | | |
| 8/31/2026 | 0.2 | 4.71 | 0.03 | 0.516 | 3.15 | 172 |
| 9/1/2026 | 0 | 3.66 | 0.059 | 1.29 | 2.74 | 192 |
| 9/2/2026 | 0 | 5.47 | 0.079 | 1.03 | 2.54 | 161 |
| 9/3/2026 | 0.1 | 1.87 | 0.169 | 0.423 | 2.08 | 163 |
| 9/4/2026 | 0.4 | 2.29 | 0.326 | 0.969 | 1.92 | 167 |
| 9/5/2026 | | | | | | |
| 9/6/2026 | | | | | | |
| 9/7/2026 | | | | | | |
| 9/8/2026 | 0 | 4.5 | 0.049 | 4.16 | 4.12 | 172 |
| 9/9/2026 | 0 | 6.21 | 0.296 | 1.15 | 1.64 | 180 |
| 9/10/2026 | 0 | 4.39 | 0.239 | 1.09 | 1.5 | 187 |
| 9/11/2026 | 0.1 | 6.7 | 0.163 | 1.08 | 1.54 | 214 |
| 9/12/2026 | | | | | | |
| 9/13/2026 | | | | | | |
| 9/14/2026 | 0 | 5.77 | 0.3 | 0.725 | 5.82 | 276 |
| 9/15/2026 | 0 | 8.41 | 0.092 | 0.43 | 1.71 | 176 |
| 9/16/2026 | 0 | 11 | 0.05 | 0.283 | 4.3 | 188 |
| 9/17/2026 | 0 | 7.97 | 0.097 | 0.469 | 20.1 | 187 |
| 9/18/2026 | 0.15 | 7.08 | 0.383 | 0.402 | 15.6 | 364 |
| 9/19/2026 | | | | | | |
| 9/20/2026 | | | | | | |
| 9/21/2026 | 0 | 4.85 | 0.150 | 0.617 | 2.55 | 165 |
| 9/22/2026 | 0.5 | 3.62 | 0.252 | 0.579 | 2.96 | 185 |
| 9/23/2026 | 0.3 | 3.38 | 0.324 | 0.680 | 2.53 | 184 |
| 9/24/2026 | 0.1 | 4.41 | 0.252 | 0.599 | 2.85 | 167 |
| 9/25/2026 | 0 | 5.38 | 0.261 | 0.515 | 2.50 | 167 |
| 9/26/2026 | | | | | | |
| 9/27/2026 | | | | | | |
| 9/28/2026 | 0 | 8.71 | 0.048 | 0.392 | | 161 |
| 9/29/2026 | 0 | 8.98 | 0.047 | 0.352 | | 162 |
| 9/30/2026 | 0 | 7.86 | 0.041 | 0.342 | | 160 |
| 10/1/2026 | 0 | 7.16 | 0.046 | 0.313 | | 167 |
| 10/2/2026 | | | | | | |
| 10/3/2026 | | | | | | |
| 10/4/2026 | | | | | | |
| 10/5/2026 | | | | | | |
| 10/6/2026 | | | | | | |
| 10/7/2026 | | | | | | |
| 10/8/2026 | | | | | | |
| 10/9/2026 | | | | | | |

Locust Hill Pond Water Quality Pilot Program
Dissolved Oxygen Profile - 9/15/2026



| Location | Top | Bottom | |
|---|---|---|---|
| #1 | 6.18 | 6.25 | |
| #2 | 6.19 | 5.7 | |
| #3 | 4.76 | 4.45 | |
| #4 | 3.92 | 3.89 | D Weed (Duckweed) |
| #5 | 7.03 | 6.81 | Shallow |
| #6 | 6.55 | 6.5 | Shallow |
| #7 | 7.14 | 7.01 | Shallow |
| #8 | 7.11 | 7.29 | |
| #9 | 7.52 | 7.46 | |
| #10 | 6.97 | 6.35 | |

Locust Hill Pond Water Quality Pilot Program – Status Update

August 10 – October 1, 2026

Comparison of initial and final sampling-period averages, incorporating the requested screening of identified anomalous readings.

| Parameter | Initial average | Final average | Assessment |
|---|---|---|---|
| Dissolved Oxygen (DO) | 8.03 mg/L | 8.18 mg/L | Stable; approximately 2% higher. The September 15 spatial profile supports generally adequate oxygen conditions at all depths. |
| Ammonia | 0.035 mg/L | 0.046 mg/L | Approximately 31% higher than baseline, but substantially lower than elevated readings during September. |
| Phosphorus | 0.518 mg/L | 0.350 mg/L | 32.4% reduction; encouraging evidence of improved phosphorus control. |
| Total Kjeldahl Nitrogen (TKN) | 1.97 mg/L | 2.68 mg/L | Approximately 36% higher than baseline; no demonstrated overall TKN reduction. |
| Alkalinity | 161 mg/L | 163 mg/L | Essentially unchanged; buffering capacity appears relatively stable. |

**Overall assessment**

The pilot shows an encouraging reduction in phosphorus and similar initial and final dissolved oxygen and alkalinity averages. Ammonia and TKN remain above their initial averages. These results do not establish that the observed changes were caused by any individual treatment product.

# CHARLES TOWN UTILITY BOARD

**Wednesday, October 14, 2026**

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

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September 28th JCC Good Neighbor Data Center Guardrails Workshop

**Attachments:**

JC Good Neighbor Data Center Guardrails Workshop - CTUB Handout (FINAL) V2.pdf

**CHARLES TOWN UTILITY BOARD**

# FOUR GOOD-NEIGHBOR GUARDRAILS

For evaluating major new development and regional utility infrastructure

## A PUBLIC-UTILITY PERSPECTIVE

CTUB will soon begin preliminary engineering to evaluate potential water, wastewater, and reclaimed-water utility services to the Summit Point area, including South Jefferson Elementary School, Summit Point Motorsports Park, and a proposed data center development. The data center developer is currently participating in a "system impact study" with the electric utility provider, which will in part determine the project's viability, and CTUB's preliminary analysis will evaluate service conditions, with and without a data center development.

The following are proposed evaluation principles to support public discussion and development "good neighbor" guardrails, from a publicly-owned municipal utility perspective. They are not an endorsement of a particular development or formally adopted new CTUB policy.

**#1 GROWTH PAYS FOR GROWTH**

Infrastructure required by new development must be financed through appropriate arrangements with development, rather than imposing new development-related capital and operating costs on existing utility customers.

**#2 NEW INFRASTRUCTURE MUST ADDRESS BROADER COMMUNITY NEEDS**

Evaluate major investments together with long-term regional needs. Preliminary review in the Summit Point area includes potential service to Summit Point Motorsports Park and South Jefferson Elementary School, as well as opportunities to improve storage, pressure, system redundancy, fire-flow capabilities, customer affordability, and responsible use of local water resources.

**#3 PUBLIC UTILITY SERVICE MUST PRESERVE ACCOUNTABILITY**

HB 2014 reduced the traditional role of local government in the review and regulation of high-impact data centers. Publicly-owned municipal utility service provides an important opportunity to preserve local transparency and accountability for major infrastructure decisions. Utility service should provide for public review of capacity, ownership, costs, long-term maintenance and rates, together with appropriate regulatory oversight.

**#4 RECLAIMED WATER MUST BE EVALUATED FOR COOLING WHERE FEASIBLE**

Potable water is a valuable community resource and should be preserved for homes, schools, businesses, fire protection and future community needs. Where substantial cooling water is required, reclaimed wastewater should be the preferred alternative to potable water wherever technically and environmentally feasible. Engineering and regulatory review must address water quality, available flows, seasonal reliability, treatment needs, return flows and receiving-water impacts.

NEXT STEPS: Engineering, financing, service agreements, regulatory requirements, and any necessary CTUB Board approvals will determine whether a proposed project proceeds, and under what conditions. All statuses and stages of development will be shared with the public, through public meetings and community outreach.

QUESTIONS & COMMENTS: Paul Mantello, General Manager • 304-725-7080 (Direct) • pmantello@ctubwv.com

# CHARLES TOWN UTILITY BOARD

**Wednesday, October 14, 2026**

---

**Regular Meeting**

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

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October 7th CTUB Special Meeting & Public Notice

# CHARLES TOWN UTILITY BOARD

**Wednesday, October 14, 2026**

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**Regular Meeting**

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

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October 14th JCC Town Hall - Impacts of Residential Growth

**Attachments:**

CTUB Handout - JCC Workshop - Impacts of Growth on Municipal Utilities.pdf

# IMPACTS OF GROWTH & DEVELOPMENT ON WATER & WASTEWATER UTILITIES

Charles Town Utility Board | Jefferson County Commission Town Hall | October 14, 2026

**Customer Growth: July 2021 – September 2026**

| Fiscal Year | Water Customers | Sewer Customers |
|---|---|---|
| **FY 2021** | 6,315 | 8,053 |
| **FY 2022** | 6,428 | 8,232 |
| **FY 2023** | 6,612 | 8,477 |
| **FY 2024** | 7,030 | 9,090 |
| **FY 2025** | 7,473 | 10,061 |
| **FY 2021 – FY 2025 Growth Rate** | +1,158 (+18.3%) | +2,008 (+24.9%) |
| **September 2026 (Current)** | 7,889 | 11,170 |
| **Jul. 2025 – Sep. 2026 Growth Rate** | +416 (+5.6%) | +1,109 (+11.0%) |
| **Jul. 2021 – Sep. 2026 Growth Rate** | +1,574 (+24.9%) | +3,117 (+38.7%) |

*Notes: Customer Counts from FY2021–FY2025 CTUB Annual Audits; September 2026 data provided by CTUB Administrative Staff.*

**Operating Performance: FY 2021 – FY 2025**

| Fiscal Year | Revenue | Expenses | Operating Income |
|---|---|---|---|
| **FY 2021** | $10.2M | $8.8M | $1.4M |
| **FY 2022** | $10.2M | $8.6M | $1.6M |
| **FY 2023** | $10.6M | $9.8M | $0.8M |
| **FY 2024** | $11.7M | $10.6M | $1.1M |
| **FY 2025** | $12.8M | $12.5M | $0.3M |
| **FY 2021 – FY 2025 Growth Rate** | +$2.6M (+25.5%) | +$3.7M (+42.0%) | |

*Notes: Financial Data from FY2021–FY2025 CTUB Annual Audits; Operating income narrowed from approximately $1.4 million to $0.3 million, but do not establish that growth caused the expense increase; rates, inflation, labor, energy, maintenance, and depreciation.*

**Infrastructure Investment & Financing: FY 2021 – FY 2025**

| Fiscal Year | Net Capital Assets | Long-Term Debt | Capital Contributions (60% CIF) |
|---|---|---|---|
| **FY 2021** | $74.8M | $40.2M | $1.8M |
| **FY 2022** | $74.7M | $38.5M | $3.9M |
| **FY 2023** | $79.8M | $43.6M | $6.5M |
| **FY 2024** | $84.1M | $41.4M | $7.3M |
| **FY 2025** | $84.9M | $39.5M | $5.8M |

*Notes: Financial Data from FY2021–FY2025 CTUB Annual Audits; Approximately $25.3 million in total capital contributions over five years, with an average 60% coming from Capacity Improvement Fee (CIF), and remaining as contributed infrastructure, grants, and other Capital Assets increased about $10.1 million (+13.5%).*

**Treatment Capacity & Growth Readiness: CY 2025 Average Flows**

| Facility | Design (MGD) | Average (MGD) | Remaining (MGD) | Utilization |
|---|---|---|---|---|
| **Charles Town Water Treatment Plant** | 2.80 | 1.646 | 1.154 | 58.8% |
| **Charles Town Wastewater Treatment Plant** | 1.75 | 1.179 | 0.571 | 67.4% |
| **Tuscawilla Wastewater Treatment Plant** | 0.50 | 0.183 | 0.317 | 36.7% |

*Notes: The Charles Town Water Plant's 2025 average flow represents approximately 58.8% of its 2.8 MGD design capacity; the Charles Town Wastewater Plant operated at approximately 67.4% of its 1.75 MGD design capacity. Tuscawilla averaged approximately 36.7% of its 0.5 MGD design capacity. These figures do not consider whether necessary conveyance, storage, pumping, or peak-flow capacity exists at a proposed development location.*

**Municipal & County Building Permits: August 2021 – Present**

| Locality | Buildings Permits (Last 5 Years) |
|---|---|
| **City of Charles Town** | 1,011 |
| **City of Ranson** | 1,734 |
| **Jefferson County** | 1,562 |
| **TOTAL** | 4,307 |

**Projected Customer Growth: 2026 – 2040**

| Year | Water Customers | Sewer Customers |
|---|---|---|
| **2026 (Current)** | 7,889 | 11,170 |
| **2030 (Projected)** | 9,336 | 13,955 |
| **2035 (Projected)** | 11,522 | 18,433 |
| **2040 (Projected)** | 14,222 | 24,347 |
| **2026 – 2040 Growth** | **+6,333 (+80.3%)** | **+13,177 (+118.0%)** |

*Notes: Projections based on FY2021–FY2025 compound annual customer growth rates of approximately 4.3% for water and 5.7% for wastewater.*

**Treatment Capacity & Growth Readiness: Projected 80% & 100% Thresholds**

| Facility | 2025 Average | 80% Threshold | Projected 80% Year | Projected 100% Year |
|---|---|---|---|---|
| Charles Town Water Treatment Plant | 1.65 MGD | 2.24 MGD | 2032–2033 | 2037–2038 |
| Combined Wastewater Treatment Plants | 1.36 MGD | 1.80 MGD | 2030 | 2034 |
| Charles Town Wastewater Treatment Plant | 1.18 MGD | 1.40 MGD | 2028 | 2032 |

*Notes: Projections apply FY2021–FY2025 customer growth rates to CY2025 average treatment flows. The 80% threshold is a planning benchmark, not a regulatory capacity limit. NPDES Permitting requires planning and design commence at 90%.*

**Growth in Jefferson County**

- Economies of Scale & Rate Stabilization: Additional connections spread fixed costs over more customers, but may require increased incremental costs associated with treatment, pumping, collection, distribution, storage, and fire-flow improvements. It's important to note that customer growth alone does not guarantee lower operating costs.

  While growth provides opportunities to distribute existing fixed expenses across a larger customer base, inflation, increased maintenance and staffing, and changing regulatory requirements can often offset those benefits. Carefully ensuring "growth pays for growth" is critical for offsetting incremental costs and creating ratepayer benefits from economies of scale.

- Available Capacity by Location & Peak Demand: If growth is to create economic and ratepayer benefits, infrastructure capacity must be evaluated by location and peak demand, and not only by systemwide permitted treatment capacity. Although CTUB's water and wastewater treatment facilities may have available capacity based on average daily flows, that capacity is not necessarily available or accessible throughout the service territory.

  The ability to accommodate new development depends on the capacity and condition of the infrastructure serving the proposed location, including water transmission and distribution mains, storage facilities, pumping stations, wastewater collection systems, and forcemains. Water service must also satisfy peak demand, pressure, and fire protection requirements, while wastewater infrastructure must accommodate peak hydraulic loading and wet-weather infiltration and inflow. For example, a proposed subdivision could generate wastewater flows within treatment and pumping capacities, but its connection might also be limited by undersized or outdated downstream infrastructure. Consequently, two developments with similar projected demands may have substantially different infrastructure requirements and costs depending on their location.

  Again, ensuring "growth pays for growth" and identifying necessary improvements before development occurs, to ensure that growth-related infrastructure costs are appropriately allocated, is critical for creating and realizing the potential local benefits of growth.

- Regional Infrastructure Planning and Intergovernmental Coordination: Coordination between local and state government agencies is critical to ensure that development, infrastructure investment, and public funding decisions are well coordinated, so that growth is accommodated efficiently, existing customers are protected from disproportionate financial burdens, and infrastructure investments provide the greatest possible long-term community benefit.

- Projected Growth & Utility Capacity Planning: Based on CTUB's customer growth rates between FY2021 and FY2025, water customers increased at an average annual rate of approximately 4.3%, while wastewater customers increased approximately 5.7% annually.

  If future treatment demands increase proportionally with historical customer growth, the Charles Town Wastewater Treatment Plant could reach approximately 80% of its 1.75 MGD design capacity, around 2028, with the combined wastewater treatment system, including the Tuscawilla Plant, reaching that threshold around 2030. The Charles Town Water Treatment Plant could reach approximately 80% of its 2.80 MGD design capacity around 2032.

  These projections highlight the importance of beginning infrastructure planning well before treatment facilities approach their design capacities. Given the time required for engineering, regulatory approvals, financing, and construction, coordinated regional planning is essential to ensure that utility infrastructure keeps pace with development.

  CTUB recommends that regional development forecasting and infrastructure planning be coordinated across jurisdictions to identify future capacity needs early, facilitate timely infrastructure investments, and ensure that growth-related improvements are appropriately funded without disproportionately burdening existing utility customers.

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

# CHARLES TOWN UTILITY BOARD

**Wednesday, October 14, 2026**

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**Regular Meeting**

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

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Chairman Report

# CHARLES TOWN UTILITY BOARD

**Wednesday, October 14, 2026**

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**Regular Meeting**

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

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Engineering Report

# CHARLES TOWN UTILITY BOARD

**Wednesday, October 14, 2026**

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**Regular Meeting**

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

---

October 14, 2026

**Attachments:**

Board Report 10.14.26.pdf

**Totals by Year-Fund**

| Fund Description | Fund | Expend Total | Revenue Total | G/L Total | Total |
|---|---|---|---|---|---|
| Water | 7-50 | $27,518.82 | $0.00 | $1,521.04 | $29,039.86 |
| Sewer | 7-60 | $50,194.27 | $0.00 | $86,165.50 | $136,359.77 |
| | Year Total: | $77,713.09 | $0.00 | $87,686.54 | $165,399.63 |
| Water | X-50 | $824.16 | $0.00 | $0.00 | $824.16 |
| Sewer | X-60 | $47,649.15 | $0.00 | $0.00 | $47,649.15 |
| | Year Total: | $48,473.31 | $0.00 | $0.00 | $48,473.31 |
| Total Of All Funds: | | $126,186.40 | $0.00 | $87,686.54 | $213,872.94 |

**Totals by Fund**

| Fund Description | Fund | Expend Total | Revenue Total | G/L Total | Total |
|---|---|---|---|---|---|
| Water | 50 | $28,342.98 | $0.00 | $1,521.04 | $29,864.02 |
| Sewer | 60 | $97,843.42 | $0.00 | $86,165.50 | $184,008.92 |
| Total Of All Funds: | | $126,186.40 | $0.00 | $87,686.54 | $213,872.94 |

This Packet: $ 213,872.94
Security Deposit Refund, check dated 10/14/2026: 344.53

Total: $ 214,217.47

TOTAL PAGES: 3

APPROVED BY: _____

APPROVED BY: _____

| *Vendor #* / P.O. # | PO Date | *Name* / Description | Status | Amount | Void Amount | Contract | PO Type |
|---|---|---|---|---|---|---|---|
| GUTTM005 | | GUTTMAN ENERGY | | | | | |
| I2700304 | 10/04/26 | W/E 10/04/26 | Open | $3,290.13 | $0.00 | | |
| GWIND005 | | GWIN DOBSON & FOREMAN INC | | | | | |
| I2700317 | 08/31/26 | WW RETAINER SVCS | Open | $2,415.95 | $0.00 | | |
| P2700210 | 08/31/26 | PROJ: 24046 - CTWWTP UPGRADES | Open | $36,612.32 | $0.00 | C2700001 | C |
| P2700211 | 08/31/26 | PROJ: 25052 - FS PS UPGRADE | Open | $7,165.14 | $0.00 | C2700002 | C |
| P2700212 | 08/31/26 | PROJ: 26018 TUI MBR PROJECT | Open | $3,871.69 | $0.00 | C2700003 | C |
| P2700213 | 08/31/26 | PROJ: 25080 WTP PILOT STUDY | Open | $824.16 | $0.00 | C2700005 | C |
| | | | **Vendor Total:** | **$50,889.26** | | | |
| HDSUP005 | | HD SUPPLY INC | | | | | |
| P2700184 | 10/05/26 | MISC CTWWTP | Open | $335.90 | $0.00 | | |
| JAMES005 | | JAMES RIVER EQUIPMENT | | | | | |
| P2700192 | 10/07/26 | 331G SERVICE | Open | $1,403.71 | $0.00 | | |
| P2700193 | 10/07/26 | 410G SERVICE | Open | $1,819.83 | $0.00 | | |
| P2700194 | 10/07/26 | SERVICE ON 50G | Open | $1,388.14 | $0.00 | | |
| | | | **Vendor Total:** | **$4,611.68** | | | |
| METLI005 | | METLIFE, INC | | | | | |
| P2700209 | 10/14/26 | METLIFE | Open | $3,123.00 | $0.00 | | |
| MISSU005 | | MISS UTILITY OF WV, INC. | | | | | |
| I2700312 | 10/08/26 | MESSAGE FEES: SEP | Open | $432.45 | $0.00 | | |
| SNYDE005 | | SNYDER ENVIRONMENTAL SERVICES | | | | | |
| P2700195 | 10/08/26 | REMOVE DECANT #2 CTWWTP | Open | $5,234.68 | $0.00 | | |
| P2700196 | 10/08/26 | 4" VALVE REPLACEMENT WTP | Open | $2,759.00 | $0.00 | | |
| | | | **Vendor Total:** | **$7,993.68** | | | |
| CINCI005 | | THE CINCINNATI INSURANCE COMPA | | | | | |
| I2700316 | 10/01/26 | WV DOT PRO RATA CNCLTN | Open | $261.00 | $0.00 | | |
| WVDEP005 | | WV DEPT OF HEALTH & HUMAN SVCS | | | | | |
| I2700311 | 10/05/26 | BACTERIOLOGICAL TEST | Open | $46.00 | $0.00 | | |

**Total Purchase Orders: 34 Total P.O. Line Items: 0 Total List Amount: $213,872.94 Total Void Amount: $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:*** *10/14/26 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 | | | | | |
| I2700306 | 09/11/26 | HAULING | Open | $477.76 | $0.00 | | |
| I2700307 | 09/24/26 | HAULING | Open | $688.00 | $0.00 | | |
| | | | **Vendor Total:** | **$1,165.76** | | | |
| ARDEN005 | | ARDEN EQUIPMENT REPAIR, INC | | | | | |
| P2700186 | 10/06/26 | SERVICE ON MOWER-SW | Open | $646.14 | $0.00 | | |
| BRODY005 | | BRODY CARPER | | | | | |
| I2700315 | 09/30/26 | REFUND SEP GUARDIAN | Open | $63.54 | $0.00 | | |
| CHAMP005 | | CHAMPION OUTPUT SOLUTIONS INC | | | | | |
| I2700308 | 09/30/26 | POSTAGE 4 PRINTING SVCS SEP | Open | $14,154.90 | $0.00 | | |
| I2700309 | 09/30/26 | PRINTING SVCS SEP | Open | $5,300.91 | $0.00 | | |
| | | | **Vendor Total:** | **$19,455.81** | | | |
| CITYO005 | | CITY OF CHARLES TOWN | | | | | |
| I2700310 | 10/05/26 | NOV RENT@ 661 S GEORGE ST | Open | $2,550.00 | $0.00 | | |
| CITYO030 | | CITY OF RANSON - SEWER CIFS | | | | | |
| I2700313 | 10/14/26 | RANSON CIFS - PRES. POINTE | Open | $35,750.00 | $0.00 | | |
| I2700314 | 10/14/26 | RANSON CIFS - MADISON GREENS | Open | $48,750.00 | $0.00 | | |
| | | | **Vendor Total:** | **$84,500.00** | | | |
| COREM005 | | CORE & MAIN INC | | | | | |
| P2700158 | 09/23/26 | 314 W CONGRESS ST | Open | $8,264.11 | $0.00 | | |
| P2700188 | 10/06/26 | TOOLS FOR TRUCKS FOR SW LINES | Open | $584.76 | $0.00 | | |
| | | | **Vendor Total:** | **$8,848.87** | | | |
| COYNE005 | | COYNE CHEMICAL INC | | | | | |
| I2700302 | 10/01/26 | ZETAG 8848 FS | Open | $5,342.22 | $0.00 | | |
| DODSO010 | | DODSON SEPTIC SERVICES, LLC | | | | | |
| P2700190 | 10/06/26 | DISPOSAL FROM TWWTP POND | Open | $3,870.00 | $0.00 | | |
| P2700197 | 10/08/26 | DISPOSAL FROM TWWTP POND | Open | $7,350.00 | $0.00 | | |
| P2700199 | 10/09/26 | DISPOSAL FROM TWWTP POND | Open | $3,562.50 | $0.00 | | |
| | | | **Vendor Total:** | **$14,782.50** | | | |
| EPLUS005 | | E PLUS TECHNOLOGY INC | | | | | |
| P2700185 | 10/05/26 | NINJA MDM CORE | Open | $1,950.00 | $0.00 | | |
| EASTM005 | | EAST MOUNTAIN HEALTH PHYSICIAN | | | | | |
| I2700303 | 09/30/26 | HOLLIS, MCFILLAN, MORRIS VACCS | Open | $460.00 | $0.00 | | |
| EMILI005 | | EMILIA AUTRY | | | | | |
| I2700305 | 09/28/26 | CLEANING WWTP SEP'25-AUG'26 | Open | $3,125.00 | $0.00 | | |

# CHARLES TOWN UTILITY BOARD

**Wednesday, October 14, 2026**

---

**Regular Meeting**

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

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Next Meeting - October 28, 2026 at 4:00 P.M.

**Attachments:**

Revenue & Expense May 2026.pdf
Revenue & Expense June 2026.pdf

Charles Town Water Department
Revenue & Expense Summary
May 31, 2026

| Annual Budget | | Y-T-D Budget | Y-T-D Actual | Variance |
|---|---|---|---|---|
| | **REVENUES** | | | |
| 3,770,000 | Metered Sales - Residential | 3,455,833 | 3,325,832 | (130,001) |
| 1,805,000 | Metered Sales - Commercial | 1,654,583 | 1,527,001 | (127,583) |
| 65,000 | Metered Sales - Glen Haven/Cavaland | 59,583 | 56,949 | (2,635) |
| 40,000 | Sale for Resale - Bulk Water | 36,667 | 26,266 | (10,401) |
| 90,000 | Customer Penalties | 82,500 | 71,616 | (10,884) |
| 30,000 | Misc. Service Rev - Reconnection / Tap Fees | 27,500 | 22,980 | (4,520) |
| 565,000 | Tank Lot Rental Income (Non-Operating) | 517,917 | 517,549 | (367) |
| 355,000 | Interest Income (Non-Operating) | 325,417 | 328,342 | 2,925 |
| 34,000 | Sinking Fund Income (Non-Operating) | 31,167 | 21,556 | (9,611) |
| 40,000 | Miscellaneous Income (Non-Operating) | 36,667 | 30,544 | (6,123) |
| 6,794,000 | **TOTAL REVENUES** | 6,227,833 | 5,928,634 | (299,200) |
| | | | | |
| | **EXPENSES** | | | |
| 15,000 | WS - Materials & Supplies Expense | 13,750 | 5,654 | (8,096) |
| 65,000 | WS - Maint of Water Source | 59,583 | 52,864 | (6,719) |
| 560,000 | WT - Salaries & Wages - Operations Labor | 513,333 | 445,021 | (68,312) |
| 170,000 | WT - Power & Fuel | 155,833 | 147,291 | (8,543) |
| 11,000 | WT - Power & Fuel - GH/CAV | 10,083 | 8,814 | (1,270) |
| 205,000 | WT - Chemical Expense | 187,917 | 180,710 | (7,207) |
| 30,000 | WT - Testing | 27,500 | 22,709 | (4,791) |
| 45,000 | WT - Materials & Supplies Expense | 41,250 | 35,458 | (5,792) |
| 6,500 | WT - Materials & Supplies Expense - GH/CAV | 5,958 | 4,945 | (1,013) |
| 50,000 | WT - Sludge Hauling | 45,833 | 40,870 | (4,964) |
| 110,000 | WT - Maint of Water Treatment Plant | 100,833 | 86,534 | (14,299) |
| 17,000 | WT - Maint of Water Plant - GH/CAV | 15,583 | 12,188 | (3,396) |
| 6,000 | WT - Licenses & Subscriptions | 5,500 | 4,016 | (1,484) |
| 485,000 | TD - Salaries & Wages - Maintenance Labor | 444,583 | 418,805 | (25,778) |
| 25,000 | TD - Materials & Supplies Expense | 22,917 | 22,605 | (312) |
| 110,000 | TD - Maint of Dist Reservoir & Standpipes | 100,833 | 81,267 | (19,566) |
| 90,000 | TD - Maint of Mains | 82,500 | 85,660 | 3,160 |
| 210,000 | TD - Maint of Services | 192,500 | 199,923 | 7,423 |
| 360,000 | TD - Maint of Meters | 330,000 | 357,265 | 27,265 |
| 38,000 | TD - Maint of Hydrants | 34,833 | 25,912 | (8,921) |
| 15,000 | TD - Maint of Equipment | 13,750 | 5,074 | (8,676) |
| 212,000 | CA - Salaries & Wages | 194,333 | 176,845 | (17,488) |
| 85,000 | CA - Billing Expense | 77,917 | 61,300 | (16,617) |
| 120,000 | CA - Credit Card Processing Fees | 110,000 | 107,334 | (2,666) |
| 52,000 | CA - Licenses & Subscriptions (includes Sensus) | 47,667 | 47,726 | 60 |
| 15,000 | CA - Bad Debt Expense | 13,750 | 11,363 | (2,387) |
| 175,000 | GA - Salaries & Wages | 160,417 | 128,211 | (32,205) |
| 3,750 | GA - Director Compensation | 3,438 | 3,100 | (338) |
| 235,000 | GA - Employee Insurance & Benefits | 215,417 | 193,678 | (21,738) |
| 128,880 | GA - Employee Pension Expense | 118,140 | 97,986 | (20,154) |
| 109,739 | GA - Payroll Taxes - FICA Tax Expense | 100,594 | 90,816 | (9,778) |

Charles Town Water Department
Revenue & Expense Summary
May 31, 2026

| | | | | |
|---|---|---|---|---|
| 10,872 | GA - OPEB (Other Post Employment Benefits) | 9,966 | 9,299 | (667) |
| 25,925 | GA - Employee 457 Expense | 23,765 | 21,337 | (2,428) |
| 45,000 | GA - Office Supplies & Expense | 41,250 | 34,561 | (6,689) |
| 20,000 | GA - Travel, Training, & Education | 18,333 | 16,712 | (1,621) |
| 10,000 | GA - Uniform Expense | 9,167 | 8,030 | (1,136) |
| 25,000 | GA - Computer - Technology Expense | 22,917 | 10,857 | (12,060) |
| 35,000 | GA - Maint. of General Property | 32,083 | 22,094 | (9,989) |
| 20,000 | GA - Licenses & Subscriptions | 18,333 | 10,820 | (7,513) |
| 25,000 | GA - Contractual Services - Engineering | 22,917 | 8,967 | (13,950) |
| 25,000 | GA - Contractual Services - Accounting | 22,917 | 16,825 | (6,092) |
| 95,000 | GA - Contractual Services - Legal | 87,083 | 74,754 | (12,329) |
| 95,000 | GA - Contractual Services - Other | 87,083 | 80,918 | (6,165) |
| 15,300 | GA - Rental of Building | 14,025 | 15,300 | 1,275 |
| 80,000 | GA - Transportation Expense | 73,333 | 73,613 | 279 |
| 95,000 | GA - Insurance | 87,083 | 67,377 | (19,707) |
| 25,000 | GA - Worker's Comp | 22,917 | 21,990 | (926) |
| 30,000 | GA - Regulatory Commission Expense | 27,500 | 5,167 | (22,333) |
| 2,500 | GA - Bond Administration Fees | 2,292 | 1,909 | (383) |
| 3,500 | GA - Bond Service Fees | 3,208 | 2,195 | (1,013) |
| 15,000 | GA - Misc. General Expense | 13,750 | 9,363 | (4,387) |
| 5,000 | GA - Advertising & Publication Expense | 4,583 | 5,401 | 818 |
| 343,292 | Interest on Long Term Debt (Non-Operating) | 314,684 | 294,634 | (20,051) |
| - | Interest - Leases (Equipment) | - | 903 | 903 |
| - | Interest Expense - Subscriptions | - | 3,019 | 3,019 |
| 1,328,615 | Depreciation Expense (Non-Cash) | 1,217,897 | 1,217,897 | - |
| 6,134,874 | **TOTAL EXPENSES** | 5,623,634 | 5,195,884 | (427,750) |
| 659,126 | Excess (Deficit) | 604,199 | 732,750 | |

| | | | |
|---|---|---|---|
| ***Board request 5/8/2024*** | **NON-OPERATING REVENUES/CAPITAL CONTRIBUTIONS** | | |
| | CIF Revenue (Non-Operating) - ***CIFs Collected as of 05/31/2026*** | 1,451,723 | |
| | **OPERATING CASH ACCOUNT** | | |
| | Reconciliation to Cash: | | |
| | Cash Balance @ 6/30/25 | 933,984 | |
| | Disbursements To Date | (7,289,533) | |
| | Expenses | 5,195,884 | |
| | Deposits To Date | 6,642,673 | |
| | Revenues | (5,928,634) | |
| | **OPERATING CASH BALANCE @ 05/31/2026** | 287,124 | |
| | | 287,124 | Water |
| | | 0 | Operating |
| ***Added to report in 2019*** | **OTHER CASH (BANK) ACCOUNT BALANCES** | | |
| | Water Capacity Improvement Fund | 9,692,630 | |
| | Water Renewal & Replacement Fund | 1,171,698 | |
| | Water Working Capital Fund | 460,760 | |

Charles Town Sewer Department
Revenue & Expense Summary
May 31, 2026
**Preliminary Draft**

| Annual Budget | | Y-T-D Budget | Y-T-D Actual | Variance |
|---|---|---|---|---|
| | **REVENUES** | | | |
| 3,126,000 | CTUB Service Revenue | 2,865,500 | 2,746,894 | (118,606) |
| 2,000,000 | Ranson Revenue | 1,833,333 | 1,842,250 | 8,917 |
| 2,756,000 | JCPSD Revenue | 2,526,333 | 2,453,941 | (72,392) |
| 45,000 | Customer Penalties | 41,250 | 40,535 | (715) |
| 40,000 | Customer Penalties - RA | 36,667 | 28,050 | (8,616) |
| 50,000 | Customer Penalties - PSD | 45,833 | 38,759 | (7,074) |
| - | Other Wastewater Revenues - O&M Agreements | - | 7,642 | 7,642 |
| 30,000 | Misc. Sewer Revenues (Non-Operating) | 27,500 | 27,083 | (417) |
| 400,000 | Interest Income (Non-Operating) | 366,667 | 370,125 | 3,459 |
| 61,000 | Sinking Fund Income (Non-Operating) | 55,917 | 35,534 | (20,382) |
| 8,508,000 | **TOTAL REVENUES** | 7,799,000 | 7,590,815 | (208,185) |
| | | | | |
| | **EXPENSES** | | | |
| 18,000 | CS - Materials & Supplies Expense | 16,500 | 14,771 | (1,729) |
| 110,000 | CS - Maint of Service Connections | 100,833 | 90,405 | (10,428) |
| 140,000 | CS - Maint of Collecting & Trans. Mains | 128,333 | 92,358 | (35,975) |
| 530,000 | PS - Salaries & Wages | 485,833 | 476,541 | (9,292) |
| 170,500 | PS - Power & Fuel | 156,292 | 151,474 | (4,818) |
| 30,000 | PS - Materials & Supplies Expense | 27,500 | 22,879 | (4,621) |
| 65,000 | PS - Sludge Hauling | 59,583 | 48,370 | (11,213) |
| 250,000 | PS - Maint of Pump Stations | 229,167 | 207,201 | (21,966) |
| 5,000 | PS - Maint of Equipment | 4,583 | 89 | (4,494) |
| 355,000 | TD - Salaries & Wages | 325,417 | 279,676 | (45,740) |
| 240,000 | TD - Power - CT Plant | 220,000 | 222,609 | 2,609 |
| 100,000 | TD - Power - TUI | 91,667 | 82,354 | (9,313) |
| 11,000 | TD - Power - Deerfield | 10,083 | 3,442 | (6,641) |
| 150,000 | TD - Chemical Expense - CT | 137,500 | 134,678 | (2,822) |
| 55,000 | TD - Chemical Expense - TUI | 50,417 | 47,641 | (2,776) |
| 75,000 | TD - Testing - CT | 68,750 | 51,665 | (17,085) |
| 14,000 | TD - Testing - TUI | 12,833 | 9,219 | (3,615) |
| 80,000 | TD - Materials & Supplies Expense | 73,333 | 59,931 | (13,403) |
| 30,000 | TD - Sludge Hauling - TUI | 27,500 | 22,146 | (5,354) |
| 130,000 | TD - Maint. Burns Farm | 119,167 | 81,264 | (37,903) |
| 190,000 | TD - Maint. Treatment Plant - CT | 174,167 | 133,329 | (40,838) |
| 170,000 | TD - Maint. Treatment Plant - TUI | 155,833 | 150,711 | (5,123) |
| 30,000 | TD - Maint. Treatment Plant - Deerfield | 27,500 | 16,652 | (10,848) |
| 15,000 | TD - Licenses & Subscriptions | 13,750 | - | (13,750) |
| 320,000 | CA - Billing & Acct Labor | 293,333 | 272,068 | (21,265) |
| 100,000 | CA - Billing Expense | 91,667 | 70,316 | (21,351) |
| 120,000 | CA - Credit Card Processing Fees | 110,000 | 107,334 | (2,666) |
| 30,000 | CA - Licenses & Subscriptions | 27,500 | 18,703 | (8,797) |
| 25,000 | CA - Bad Debt Expense | 22,917 | 20,314 | (2,603) |
| 260,000 | GA - Salaries & Wages | 238,333 | 205,543 | (32,790) |
| 3,750 | GA - Director Compensation | 3,438 | 3,100 | (338) |
| 258,000 | GA - Employee Insurance & Benefits | 236,500 | 226,290 | (10,210) |
| 131,850 | GA - Employee Pension Expense | 120,863 | 108,450 | (12,413) |
| 112,264 | GA - Payroll Taxes - FICA Tax Expense | 102,908 | 94,656 | (8,253) |
| 3,500 | GA - OPEB (Other Post Employment Benefits) | 3,208 | 2,047 | (1,162) |

Charles Town Sewer Department
Revenue & Expense Summary
May 31, 2026
**Preliminary Draft**

| | | | | |
|---|---|---|---|---|
| 27,445 | GA - Employee 457 Expense | 25,158 | 23,820 | (1,338) |
| 45,000 | GA - Office Supplies & Expense | 41,250 | 35,081 | (6,169) |
| 35,000 | GA - Travel, Training, & Education | 32,083 | 33,633 | 1,549 |
| 15,000 | GA - Uniform Expense | 13,750 | 6,964 | (6,786) |
| 25,000 | GA - Computer - Technology Expense | 22,917 | 9,722 | (13,194) |
| 35,000 | GA - Maint. of General Property | 32,083 | 18,746 | (13,337) |
| 24,000 | GA - Licenses & Subscriptions | 22,000 | 13,014 | (8,986) |
| 30,000 | GA - Contractual Services - Engineering | 27,500 | 14,315 | (13,185) |
| 35,000 | GA - Contractual Services - Accounting | 32,083 | 14,875 | (17,208) |
| 180,000 | GA - Contractual Services - Legal | 165,000 | 153,149 | (11,851) |
| 95,000 | GA - Contractual Services - Other | 87,083 | 82,696 | (4,388) |
| 15,300 | GA - Rental of Building | 14,025 | 15,300 | 1,275 |
| 135,000 | GA - Transportation Expense | 123,750 | 122,852 | (898) |
| 110,000 | GA - Insurance | 100,833 | 67,377 | (33,457) |
| 24,000 | GA - Worker's Comp | 22,000 | 21,271 | (729) |
| 40,000 | GA - Regulatory Commission Expense | 36,667 | 22,842 | (13,824) |
| 50,000 | GA - Bond Administration Fees | 45,833 | 34,348 | (11,485) |
| 5,000 | GA - Bond Service Fees | 4,583 | 1,913 | (2,671) |
| 20,000 | GA - Misc. General Expense | 18,333 | 12,551 | (5,783) |
| 5,000 | GA - Advertising & Publication Expense | 4,583 | 2,325 | (2,258) |
| 571,124 | Interest on Long Term Debt (Non-Operating) | 523,530 | 291,093 | (232,437) |
| - | Loss on Disposition of Assets | - | 592 | 592 |
| - | Interest Expense - Subscriptions | - | 3,019 | 3,019 |
| 2,411,199 | Depreciation Expense (Non-Cash) | 2,210,266 | 2,210,266 | - |
| 8,260,932 | **TOTAL EXPENSES** | 7,572,521 | 6,739,987 | (832,533) |
| 247,068 | Excess (Deficit) | 226,479 | 850,828 | |

| | | | |
|---|---|---|---|
| ***Board request 5/8/2024** | **NON-OPERATING REVENUES/CAPITAL CONTRIBUTIONS** | | |
| | CIF Revenue (Non-Operating) - ***CIFs Collected as of 05/31/2026*** | 3,947,825 | |
| | Grant Revenue - WDA EEGF - ***Funds Rec. as of 05/31/2026*** | 1,077,000 | |
| | Grant Revenue - CWSRF PF - ***Funds Rec. as of 05/31/2026*** | 297,136 | |
| | **OPERATING CASH ACCOUNT** | | |
| | Reconciliation to Cash: | | |
| | Cash Balance @ 6/30/25 | 3,372,905 | |
| | Disbursements To Date | (8,514,684) | |
| | Expenses | 6,739,987 | |
| | Deposits To Date | 8,087,367 | |
| | Revenues | (12,912,776) | |
| | **OPERATING CASH BALANCE @ 05/31/2026** | 2,945,588 | |
| | | 2,945,588 | Sewer |
| | | (0) | Operating |
| ***Added to report in 2019** | **OTHER CASH (BANK) ACCOUNT BALANCES** | | |
| | Sewer Capacity Improvement Fund | 11,704,359 | |
| | Sewer Renewal & Replacement Fund | 1,528,290 | |
| | Sewer Working Capital Fund | 776,580 | |

Charles Town Water Department
Revenue & Expense Summary
June 30, 2026
**Preliminary Draft**
***(Fiscal year-end entries pending)***

| Annual Budget | | Y-T-D Budget | Y-T-D Actual | Variance |
|---|---|---|---|---|
| | **REVENUES** | | | |
| 3,770,000 | Metered Sales - Residential | 3,770,000 | 3,676,545 | (93,455) |
| 1,805,000 | Metered Sales - Commercial | 1,805,000 | 1,675,988 | (129,012) |
| 65,000 | Metered Sales - Glen Haven/Cavaland | 65,000 | 62,122 | (2,878) |
| 40,000 | Sale for Resale - Bulk Water | 40,000 | 32,703 | (7,297) |
| 90,000 | Customer Penalties | 90,000 | 78,299 | (11,701) |
| 30,000 | Misc. Service Rev - Reconnection / Tap Fees | 30,000 | 24,700 | (5,300) |
| 565,000 | Tank Lot Rental Income (Non-Operating) | 565,000 | 524,065 | (40,935) |
| 355,000 | Interest Income (Non-Operating) | 355,000 | 357,760 | 2,760 |
| 34,000 | Sinking Fund Income (Non-Operating) | 34,000 | 27,165 | (6,835) |
| 40,000 | Miscellaneous Income (Non-Operating) | 40,000 | 31,302 | (8,698) |
| 6,794,000 | **TOTAL REVENUES** | 6,794,000 | 6,490,649 | (303,351) |
| | | | | |
| | **EXPENSES** | | | |
| 15,000 | WS - Materials & Supplies Expense | 15,000 | 5,799 | (9,201) |
| 65,000 | WS - Maint of Water Source | 65,000 | 61,313 | (3,687) |
| 560,000 | WT - Salaries & Wages - Operations Labor | 560,000 | 476,107 | (83,893) |
| 170,000 | WT - Power & Fuel | 170,000 | 159,556 | (10,444) |
| 11,000 | WT - Power & Fuel - GH/CAV | 11,000 | 9,460 | (1,540) |
| 205,000 | WT - Chemical Expense | 205,000 | 202,322 | (2,678) |
| 30,000 | WT - Testing | 30,000 | 26,548 | (3,452) |
| 45,000 | WT - Materials & Supplies Expense | 45,000 | 42,019 | (2,981) |
| 6,500 | WT - Materials & Supplies Expense - GH/CAV | 6,500 | 5,234 | (1,266) |
| 50,000 | WT - Sludge Hauling | 50,000 | 44,440 | (5,560) |
| 110,000 | WT - Maint of Water Treatment Plant | 110,000 | 95,093 | (14,907) |
| 17,000 | WT - Maint of Water Plant - GH/CAV | 17,000 | 12,188 | (4,812) |
| 6,000 | WT - Licenses & Subscriptions | 6,000 | 4,766 | (1,234) |
| 485,000 | TD - Salaries & Wages - Maintenance Labor | 485,000 | 464,287 | (20,713) |
| 25,000 | TD - Materials & Supplies Expense | 25,000 | 24,918 | (82) |
| 110,000 | TD - Maint of Dist Reservoir & Standpipes | 110,000 | 82,672 | (27,328) |
| 90,000 | TD - Maint of Mains | 90,000 | 92,031 | 2,031 |
| 210,000 | TD - Maint of Services | 210,000 | 212,122 | 2,122 |
| 360,000 | TD - Maint of Meters | 360,000 | 371,126 | 11,126 |
| 38,000 | TD - Maint of Hydrants | 38,000 | 25,912 | (12,088) |
| 15,000 | TD - Maint of Equipment | 15,000 | 5,074 | (9,926) |
| 212,000 | CA - Salaries & Wages | 212,000 | 193,780 | (18,220) |
| 85,000 | CA - Billing Expense | 85,000 | 67,199 | (17,801) |
| 120,000 | CA - Credit Card Processing Fees | 120,000 | 117,855 | (2,145) |
| 52,000 | CA - Licenses & Subscriptions (includes Sensus) | 52,000 | 48,039 | (3,961) |
| 15,000 | CA - Bad Debt Expense | 15,000 | 14,884 | (116) |
| 175,000 | GA - Salaries & Wages | 175,000 | 139,671 | (35,329) |
| 3,750 | GA - Director Compensation | 3,750 | 3,300 | (450) |
| 235,000 | GA - Employee Insurance & Benefits | 235,000 | 211,664 | (23,336) |
| 128,880 | GA - Employee Pension Expense | 128,880 | 107,344 | (21,536) |
| 109,739 | GA - Payroll Taxes - FICA Tax Expense | 109,739 | 99,532 | (10,207) |
| 10,872 | GA - OPEB (Other Post Employment Benefits) | 10,872 | 10,151 | (721) |
| 25,925 | GA - Employee 457 Expense | 25,925 | 22,979 | (2,947) |

Charles Town Water Department
Revenue & Expense Summary
June 30, 2026
**Preliminary Draft**
***(Fiscal year-end entries pending)***

| | | | | |
|---|---|---|---|---|
| 45,000 | GA - Office Supplies & Expense | 45,000 | 40,309 | (4,691) |
| 20,000 | GA - Travel, Training, & Education | 20,000 | 19,489 | (511) |
| 10,000 | GA - Uniform Expense | 10,000 | 9,395 | (605) |
| 25,000 | GA - Computer - Technology Expense | 25,000 | 13,456 | (11,544) |
| 35,000 | GA - Maint. of General Property | 35,000 | 22,194 | (12,806) |
| 20,000 | GA - Licenses & Subscriptions | 20,000 | 18,452 | (1,548) |
| 25,000 | GA - Contractual Services - Engineering | 25,000 | 8,967 | (16,034) |
| 25,000 | GA - Contractual Services - Accounting | 25,000 | 20,700 | (4,300) |
| 95,000 | GA - Contractual Services - Legal | 95,000 | 74,754 | (20,246) |
| 95,000 | GA - Contractual Services - Other | 95,000 | 84,721 | (10,279) |
| 15,300 | GA - Rental of Building | 15,300 | 15,300 | - |
| 80,000 | GA - Transportation Expense | 80,000 | 77,114 | (2,886) |
| 95,000 | GA - Insurance | 95,000 | 89,506 | (5,494) |
| 25,000 | GA - Worker's Comp | 25,000 | 21,990 | (3,010) |
| 30,000 | GA - Regulatory Commission Expense | 30,000 | 23,427 | (6,573) |
| 2,500 | GA - Bond Administration Fees | 2,500 | 2,545 | 45 |
| 3,500 | GA - Bond Service Fees | 3,500 | 2,732 | (768) |
| 15,000 | GA - Misc. General Expense | 15,000 | 9,718 | (5,282) |
| 5,000 | GA - Advertising & Publication Expense | 5,000 | 5,731 | 731 |
| 343,292 | Interest on Long Term Debt (Non-Operating) | 343,292 | 340,277 | (3,015) |
| - | Interest Expense - Other | - | 10,725 | 10,725 |
| 1,328,615 | Depreciation Expense (Non-Cash) | 1,328,615 | 1,376,773 | 48,158 |
| - | Amortization Expense (Non-Cash) | - | 107,392 | 107,392 |
| 6,134,874 | **TOTAL EXPENSES** | 6,134,874 | 5,855,053 | (279,821) |
| 659,126 | Excess (Deficit) | 659,126 | 635,595 | |

***Board request 5/8/2024***

**NON-OPERATING REVENUES/CAPITAL CONTRIBUTIONS**

CIF Revenue (Non-Operating) - ***CIFs Collected as of 06/30/2026*** 1,584,827

**OPERATING CASH ACCOUNT**

Reconciliation to Cash:

| | | |
|---|---|---|
| Cash Balance @ 6/30/25 | 933,984 | |
| Disbursements To Date | (7,983,528) | |
| Expenses | 5,855,053 | |
| Deposits To Date | 7,305,469 | |
| Revenues | (6,490,649) | |
| **OPERATING CASH BALANCE @ 06/30/2026** | 255,925 | |
| | 255,925 | Water |
| | 0 | Operating |

***Added to report in 2019***

**OTHER CASH (BANK) ACCOUNT BALANCES**

| | |
|---|---|
| Water Capacity Improvement Fund | 9,881,712 |
| Water Renewal & Replacement Fund | 1,204,784 |
| Water Working Capital Fund | 461,824 |

Charles Town Sewer Department
Revenue & Expense Summary
June 30, 2026
**Preliminary Draft**
***(Fiscal year-end entries pending)***

| Annual Budget | | Y-T-D Budget | Y-T-D Actual | Variance |
|---|---|---|---|---|
| | **REVENUES** | | | |
| 3,126,000 | CTUB Service Revenue | 3,126,000 | 3,021,809 | (104,191) |
| 2,000,000 | Ranson Revenue | 2,000,000 | 2,066,511 | 66,511 |
| 2,756,000 | JCPSD Revenue | 2,756,000 | 2,699,111 | (56,889) |
| 45,000 | Customer Penalties | 45,000 | 44,189 | (811) |
| 40,000 | Customer Penalties - RA | 40,000 | 30,554 | (9,446) |
| 50,000 | Customer Penalties - PSD | 50,000 | 42,377 | (7,623) |
| - | Other Wastewater Revenues - O&M Agreements | - | 7,957 | 7,957 |
| 30,000 | Misc. Sewer Revenues (Non-Operating) | 30,000 | 29,100 | (900) |
| 400,000 | Interest Income (Non-Operating) | 400,000 | 406,203 | 6,203 |
| 61,000 | Sinking Fund Income (Non-Operating) | 61,000 | 46,348 | (14,652) |
| 8,508,000 | **TOTAL REVENUES** | 8,508,000 | 8,394,159 | (113,841) |
| | | | | |
| | **EXPENSES** | | | |
| 18,000 | CS - Materials & Supplies Expense | 18,000 | 15,853 | (2,147) |
| 110,000 | CS - Maint of Service Connections | 110,000 | 100,008 | (9,992) |
| 140,000 | CS - Maint of Collecting & Trans. Mains | 140,000 | 102,254 | (37,747) |
| 530,000 | PS - Salaries & Wages | 530,000 | 535,224 | 5,224 |
| 170,500 | PS - Power & Fuel | 170,500 | 163,122 | (7,378) |
| 30,000 | PS - Materials & Supplies Expense | 30,000 | 24,589 | (5,411) |
| 65,000 | PS - Sludge Hauling | 65,000 | 51,106 | (13,894) |
| 250,000 | PS - Maint of Pump Stations | 250,000 | 236,052 | (13,948) |
| 5,000 | PS - Maint of Equipment | 5,000 | 2,267 | (2,733) |
| 355,000 | TD - Salaries & Wages | 355,000 | 317,302 | (37,698) |
| 240,000 | TD - Power - CT Plant | 240,000 | 243,410 | 3,410 |
| 100,000 | TD - Power - TUI | 100,000 | 89,089 | (10,911) |
| 11,000 | TD - Power - Deerfield | 11,000 | 3,603 | (7,397) |
| 150,000 | TD - Chemical Expense - CT | 150,000 | 140,020 | (9,980) |
| 55,000 | TD - Chemical Expense - TUI | 55,000 | 45,052 | (9,949) |
| 75,000 | TD - Testing - CT | 75,000 | 56,419 | (18,581) |
| 14,000 | TD - Testing - TUI | 14,000 | 9,562 | (4,438) |
| 80,000 | TD - Materials & Supplies Expense | 80,000 | 64,791 | (15,209) |
| 30,000 | TD - Sludge Hauling - TUI | 30,000 | 26,761 | (3,239) |
| 130,000 | TD - Maint. Burns Farm | 130,000 | 85,496 | (44,504) |
| 190,000 | TD - Maint. Treatment Plant - CT | 190,000 | 183,588 | (6,412) |
| 170,000 | TD - Maint. Treatment Plant - TUI | 170,000 | 164,822 | (5,178) |
| 30,000 | TD - Maint. Treatment Plant - Deerfield | 30,000 | 16,652 | (13,348) |
| 15,000 | TD - Licenses & Subscriptions | 15,000 | 750 | (14,250) |
| 320,000 | CA - Billing & Acct Labor | 320,000 | 295,559 | (24,441) |
| 100,000 | CA - Billing Expense | 100,000 | 76,913 | (23,087) |
| 120,000 | CA - Credit Card Processing Fees | 120,000 | 117,855 | (2,145) |
| 30,000 | CA - Licenses & Subscriptions | 30,000 | 19,016 | (10,984) |
| 25,000 | CA - Bad Debt Expense | 25,000 | 25,287 | 287 |
| 260,000 | GA - Salaries & Wages | 260,000 | 226,855 | (33,145) |
| 3,750 | GA - Director Compensation | 3,750 | 3,300 | (450) |
| 258,000 | GA - Employee Insurance & Benefits | 258,000 | 245,185 | (12,815) |
| 131,850 | GA - Employee Pension Expense | 131,850 | 117,549 | (14,301) |
| 112,264 | GA - Payroll Taxes - FICA Tax Expense | 112,264 | 102,937 | (9,327) |
| 3,500 | GA - OPEB (Other Post Employment Benefits) | 3,500 | 2,220 | (1,280) |

Charles Town Sewer Department
Revenue & Expense Summary
June 30, 2026
**Preliminary Draft**
***(Fiscal year-end entries pending)***

| Annual Budget | | Y-T-D Budget | Y-T-D Actual | Variance |
|---|---|---|---|---|
| 27,445 | GA - Employee 457 Expense | 27,445 | 25,850 | (1,595) |
| 45,000 | GA - Office Supplies & Expense | 45,000 | 39,225 | (5,775) |
| 35,000 | GA - Travel, Training, & Education | 35,000 | 38,184 | 3,184 |
| 15,000 | GA - Uniform Expense | 15,000 | 7,639 | (7,361) |
| 25,000 | GA - Computer - Technology Expense | 25,000 | 11,972 | (13,028) |
| 35,000 | GA - Maint. of General Property | 35,000 | 18,871 | (16,129) |
| 24,000 | GA - Licenses & Subscriptions | 24,000 | 20,646 | (3,354) |
| 30,000 | GA - Contractual Services - Engineering | 30,000 | 19,365 | (10,635) |
| 35,000 | GA - Contractual Services - Accounting | 35,000 | 18,750 | (16,250) |
| 180,000 | GA - Contractual Services - Legal | 180,000 | 255,661 | 75,661 |
| 95,000 | GA - Contractual Services - Other | 95,000 | 86,498 | (8,502) |
| 15,300 | GA - Rental of Building | 15,300 | 15,300 | - |
| 135,000 | GA - Transportation Expense | 135,000 | 134,528 | (472) |
| 110,000 | GA - Insurance | 110,000 | 89,506 | (20,494) |
| 24,000 | GA - Worker's Comp | 24,000 | 21,271 | (2,729) |
| 40,000 | GA - Regulatory Commission Expense | 40,000 | 45,177 | 5,177 |
| 50,000 | GA - Bond Administration Fees | 50,000 | 45,715 | (4,285) |
| 5,000 | GA - Bond Service Fees | 5,000 | 3,854 | (1,146) |
| 20,000 | GA - Misc. General Expense | 20,000 | 12,696 | (7,304) |
| 5,000 | GA - Advertising & Publication Expense | 5,000 | 2,325 | (2,675) |
| 571,124 | Interest on Long Term Debt (Non-Operating) | 571,124 | 569,656 | (1,468) |
| - | Loss on Disposition of Assets | - | 10,009 | 10,009 |
| - | Interest Expense - Other | - | 11,470 | 11,470 |
| 2,411,199 | Depreciation Expense (Non-Cash) | 2,411,199 | 3,388,815 | 977,616 |
| - | Amortization Expense (Non-Cash) | - | 115,181 | 115,181 |
| 8,260,932 | **TOTAL EXPENSES** | 8,260,932 | 8,918,629 | 657,698 |
| 247,068 | Excess (Deficit) | 247,068 | (524,470) | |

| | | | |
|---|---|---|---|
| ***Board request 5/8/2024** | **NON-OPERATING REVENUES/CAPITAL CONTRIBUTIONS** | | |
| | CIF Revenue (Non-Operating) - ***CIFs Collected as of 06/30/2026*** | 4,229,886 | |
| | Grant Revenue - WDA EEGF - ***Funds Rec. as of 06/30/2026*** | 1,077,000 | |
| | Grant Revenue - CWSRF PF - ***Funds Rec. as of 06/30/2026*** | 297,136 | |
| | **OPERATING CASH ACCOUNT** | | |
| | Reconciliation to Cash: | | |
| | Cash Balance @ 6/30/25 | 3,372,905 | |
| | Disbursements To Date | (10,080,876) | |
| | Expenses | 8,918,629 | |
| | Deposits To Date | 9,020,575 | |
| | Revenues | (13,998,181) | |
| | **OPERATING CASH BALANCE @ 06/30/2026** | 2,312,605 | |
| | | 2,312,605 | Sewer |
| | | - | Operating |
| ***Added to report in 2019** | **OTHER CASH (BANK) ACCOUNT BALANCES** | | |
| | Sewer Capacity Improvement Fund | 11,720,681 | |
| | Sewer Renewal & Replacement Fund | 1,605,324 | |
| | Sewer Working Capital Fund | 778,374 | |