CHARLES TOWN UTILITY BOARD
AGENDA

WEDNESDAY, AUGUST 13, 2025

Special Meeting | **661 South George Street, Charles Town, WV 25414** | **3:00 PM**

CALL TO ORDER

1. **APPROVAL OF MINUTES**
   a. Approval of July 23, 2025 Regular Meeting Minutes
   1-2025.07 Minutes.pdf

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

   The public is invited to attend this meeting in person or via webcast (www.ctubwv.com- Board Meeting - Meeting Agendas and Minutes 2025) or by accessing the following zoom link:

   https://us06web.zoom.us/j/81894434105?pwd=RvmMfKJbSDHLBJQqJOZGG9osyan5rK.1

   Meeting ID: 818 9443 4105
   Passcode: 478386
   (301)715-8592

3. **UNFINISHED BUSINESS**
   a. Update on WV PSC Cases - Possible Executive Session under the provision of W. VA Code 6-9a-4(b)(12) - To discuss any matter which, by express provision of federal law or state statute or rule of court is rendered confidential, or which is not considered a public record within the meaning of the freedom of information act as set forth in article one, chapter twenty-nine-b of the code.
   i. 25-0079-W-PC - Sidewinder Service Agreement for Mountain Pure Development
      a. Lease Agreement
      b. Side Letter
      c. WVDOH Permit Extension
      Final Ground Lease Agreement.pdf
      Final Side Letter.pdf

Final AMEA.pdf
WVDOH Approval.pdf

ii. 25-0263-W-C – West Virginia American Water Complaint Case

4. **NEW BUSINESS**
   a. Renewal and Replacement Project - Change Order No. 9
      Change Order 9.pdf
   b. Renewal and Replacement Project - Pay Application No. 31
      Pay App 31.pdf
   c. 2022 Collection System Project - GDF Construction Administration and RPR Amendment
      CTUB_CollectionSysConstAddCA_8-8-25.pdf
   d. WV-002 Route 9 Tank - Fourth Amendment to Lease Agreement - New Cingular Wireless
      WV-002_Charles Town Rd_ATT_4th Amd_PE_2025.08.05.pdf
   e. Cooley Communications Update
      Cooley Update.pdf

5. **MANAGER REPORTS**
   a. Utility Manager Report
      UM Report August 2025.pdf
   b. Chairman Report

6. **APPROVAL OF BILLS**
   a. August 13, 2025
      Board Report 08.13.25.pdf

7. **ADJOURNMENT**

8. **INFORMATION ONLY**
   a. Next Meeting - August 27, 2025 at 4:00 P.M.

CHARLES TOWN UTILITY BOARD

Wednesday, August 13, 2025

Special Meeting

661 South George Street
Charles Town, WV 25414

Approval of July 23, 2025 Regular Meeting Minutes

Attachments:

1-2025.07 Minutes.pdf

Charles Town Utility Board
Regular Board Meeting
July 23, 2025

The Charles Town Utility Board held a regular meeting on July 23, 2025 at 4:00 P.M. Members of the Board present were Micheal George, Chairman; John Maxey, Vice Chairman; Duke Pierson, Treasurer; Heidi Parker, and Board Member; Patrick Kratovil, Board Member. Also present were Kristen Stolipher, Utility Manager; April Shultz, Assistant Utility Manager; Ashley Stottlemyer, Secretary; Robert Rodecker, Legal Counsel (Zoom) and Pasha Majdi, County Commission Liaison (Zoom).

CALL TO ORDER

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

APPROVAL OF MINUTES

Approval of July 9, 2025 Regular Meeting Minutes

The Chairman called for changes or corrections to the July 9, 2025 regular meeting minutes. Mrs. Parker suggested two minor corrections.

Action: **Motion made by Mr. Maxey, second by Mr. Kratovil, the Board unanimously approved the July 9, 2025 regular meeting minutes as amended.**

PUBLIC COMMENT

Public comment was received by Jacquelyn Milliron.

UNFINISHED BUSINESS

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

i. 25-0079-W-PC - Sidewinder Service Agreement for Mountain Pure Development

Mr. Rodecker provided he is continuing to work with the other party on the revisions to the lease agreement. Mrs. Stolipher mentioned she is aiming to have the final draft before the Board at the next meeting.

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

ii. 25-0263-W-C – West Virginia American Water Complaint Case

Mr. Rodecker stated he and Mrs. Stolipher are continuing to prepare for the July 30 hearing at the new County Commission complex in Charles Town.

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

Riverpointe (formerly Ranson Heights) Pump Station Operation and Maintenance Agreement

Mrs. Stolipher included the revised O&M agreement for the Riverpointe pump station as discussed last meeting. She mentioned this was a request by the developer that would allow for CTUB to

operate and maintain the pump station prior to accepting the phases of infrastructure at a cost to the developer. The Board provided discussions.

Action: **Motion made by Mr. Maxey, second by Mr. Kratovil, the Board unanimously approved the revised Riverpointe Pump Station O&M Agreement.**

Sleepy Hollow Mainline Extension Agreement Request

Mrs. Stolipher provided the Board with a memo from Mr. Rodecker recommending the Board not move forward with the Mainline Extension Agreement request per the PSC rules. Mr. Rodecker briefed the Board and recommended the Board offer an Alternate Mainline Extension.

Action: **Motion made by Mr. Maxey, second by Mrs. Parker, the Board unanimously approved denial of the request since there are no bona fide customers ready for the project and advise the developer work with management to develop an alternate mainline agreement.**

NEW BUSINESS

Raftelis – Capacity Improvement Fee Assessment Presentation

Mihaela Coppersmith from Raftelis presented their assessment on the updated Capacity Improvement Fees (CIF's) for water and sewer, focusing on the incremental methodology. She worked with Mrs. Stolipher and Chris Eckenrode to provide growth-related percentages from the most recent Capital Improvement Plan (CIP's) to calculate the fees. Ms. Coppersmith provided revised fees of $1,624 for water and $2,352 for sewer using the Incremental Method (Recommended) and $1,442 for water and $2,062 for sewer using the Combined Method. She mentioned the fees are lower than the current fees based on the decrease in the number of growth-related projects listed in the Board adopted CIP's and the increased amount of capacity.

The Board provided discussions on the growth-related percentages, inflation rates and current projects and requested a workshop to discuss the growth-related percentages with Mr. Eckenrode prior to taking any action on the new fees.

Action: **Motion made by Mr. Pierson, second by Mr. Maxey, the Board unanimously approved holding a special workshop with Chris Eckenrode to review costs versus what was presented by Raftelis.**

Collection System Project – Resolution No. 12 – CWSRF No. 5, Pay Application No. 4

Mrs. Stolipher included the pay application for Resolution No. 12, CWSRF Payment No. 5, Pay Application No. 4 in the amount of $506,828.03 for work completed.

Action: **Motion made by Mrs. Parker, second by Mr. Pierson, the Board unanimously approved Resolution No. 12, CWSRF Payment No. 5, Pay Application No. 4.**

Collection System Project – Resolution No. 13 – CIF Payment No. 8

Mrs. Stolipher included the pay application for Resolution No. 13, CIF Payment No. 8, in the amount of $32,559.03 for work completed.

Action: **Motion made by Mr. Kratovil, second by Mr. Maxey, the Board unanimously approved Resolution No. 13, CIF Payment No. 8.**

Collection System Project - Change Order No. 1 (Information Only)
Mrs. Stolipher provided the final documentation for Change Order No. 1 relating to the B&O taxes to be paid for by the operating fund.

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

Locust Hill Pond Aerator Quote
Mrs. Stolipher provided a quote to replace the pond aerator at one of the three ponds with aerators at Locust Hill that CTUB is responsible for. The Board provided discussions and recommended the owner of the golf course dredge the ponds.

Action: **Motion made by Mr. Maxey, second by Mrs. Parker, the Board unanimously approved the pond aerator quote for $16,400.**

Service Area Map by Subdivision for Website, updated every 6 months (requested by Director Parker)
Mrs. Parker requested a map detailing the total EDU's of each subdivision and remaining buildout and possibly an interactive map on the website to show water and sewer providers. Mrs. Stolipher suggested putting a link on the CTUB website to the County website to use their interactive map and to update CTUB's maps when the County updates their GIS information.

Action: **Motion made by Mrs. Parker, second by Mr. Maxey, with discussions from the Board, the Board unanimously approved adding the maps provided to the website and update as the County updates their GIS information and include projected and current EDU amounts.**

General Manager Report Requirement for the Board of Directors to include: Written, signed GM report to include, monthly water loss percentages, fire hydrant compliance/mapping and manhole maintenance and repairs, total capacity improvement fees and also by subdivision, list task order performed each month, with improvements, critical challenges (requested by Director Parker)
Mrs. Parker suggested adding various tracking to a signed Utility Manager report including the water loss rate, fire hydrant compliance, manholes repairs, etc. The Board provided discussions.

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

MANAGER REPORTS

Utility Manager Report
Mrs. Stolipher gave a brief update on the recent storm damage, several leak repairs, the Renewal and Replacement Project completion with the final pay application at the next meeting, and the ongoing software conversion.

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

Chairman Report
The Chairman provided an update on the storm damage from a recent storm and the Liberty Street project moving along with the stormwater install.

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

APPROVAL OF BILLS

July 9, 2025

Mrs. Parker had several questions on the bill report. The Board provided discussions.

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

UNFINISHED BUSINESS

Draft Sewer System Design and Construction Standards Manual

Action: Motion made by Mrs. Parker, second by Mr. Maxey, the Board unanimously approved to un-table the Sewer System Design and Construction Standards Manual 2025.

Mrs. Stolipher provided the revised draft document for the Board's review. Mr. Rodecker suggested removing the proposed language on page 2 relating to mainline extension agreements as the current language addresses that option. He mentioned this section is specific to developers, who generally utilize alternate mainline extension agreements as they do not usually have bona fide customers ready at the time of the agreement. Mrs. Stolipher also added language relating to the upsizing of pipe as requested by the Board at the last meeting. The Board provided discussions.

Action: Motion made by Mr. Maxey, second by Mrs. Parker, the Board unanimously approved adopting the Sewer System Design and Construction Standards Manual with the changes recommended by Mr. Rodecker.

ADJOURNMENT

There being no further business at this time, the Board adjourned the meeting at 5:53 P.M.

INFORMATION ONLY

The next meeting is scheduled for Wednesday, August 13, 2025 at 4:00 P.M. at 661 S. George Street.

_____	_____
Micheal George	Ashley Stottlemyer
Chairman	Secretary

CHARLES TOWN UTILITY BOARD

Wednesday, August 13, 2025

Special Meeting

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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, August 13, 2025

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

25-0079-W-PC - Sidewinder Service Agreement for Mountain Pure Development
a. Lease Agreement
b. Side Letter
c. WVDOH Permit Extension

Attachments:

Final Ground Lease Agreement.pdf
Final Side Letter.pdf
Final AMEA.pdf
WVDOH Approval.pdf

GROUND LEASE AGREEMENT

This GROUND LEASE AGREEMENT (this "**Ground Lease**") is made and entered into as of the _____ day of _____, 2025 (the "**Effective Date**") by and between SIDEWINDER ENTERPRISES, LLC, a Delaware limited liability company with principal offices at 4340 Von Karmen Avenue, Suite 380, Newport Beach, California 92660 (hereinafter, "**Sidewinder**"), as lessor, and the CITY OF CHARLES TOWN, a West Virginia municipal corporation, by and through the CHARLES TOWN UTILITY BOARD, a municipal utility board with principal offices at 661 South George Street, Suite 101, Charles Town, West Virginia, 25414 (hereinafter, "**CTUB**"), as lessee. Sidewinder and CTUB are sometimes referred to herein collectively as the "**Parties**" and individually as a "**Party**."

RECITALS

A. CTUB operates a combined water and sewer system pursuant to the provisions of Chapter 8, Article 20 of the Code of West Virginia and has been authorized by the Public Service Commission of West Virginia to develop a water supply system throughout areas within Jefferson County, West Virginia, including certain areas near the Village of Middleway in Middleway District of Jefferson County.

B. Sidewinder owns a certain parcel of real property situate in Middleway District of Jefferson County, West Virginia, containing 259.54 acres, more or less, being "Parcel I" conveyed to Sidewinder by and described with particularity in that certain Special Warranty Deed dated 25 February, 2021, and of record in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Deed Book 1256, at page 360, which parcel is shown on that certain ALTA/ACSM Survey dated 4/5/04 prepared by Patton Harris Rust & Associates, pc, and of record in the aforesaid Clerk's Office in Plat Book 21, at page 14 (a copy of which survey is attached hereto as Exhibit "A"), and designated for property tax purposes as Map 22, Parcel 9, and upon which Sidewinder intends to conduct industrial/commercial activities utilizing spring water as a raw material (the "**Sidewinder Parcel**").

C. Sidewinder holds certain easements necessary for installation, operation, and maintenance of a raw water transmission line as contemplated in the Agreement, as such term is defined below.

D. In conjunction and contemporaneously with entry into this Ground Lease,

Sidewinder and CTUB will enter into a certain agreement (the "**Agreement**") pursuant to which, among other things: (i) Sidewinder will engage, or has engaged, professional engineers to design, subject to CTUB's approval, certain components of a water system as specified in the Agreement; (ii) Sidewinder will construct such water system, including the Project as specified in the Agreement; (iii) following completion of the Project, Sidewinder will transfer ownership of the Project together with certain waterline easements to CTUB; (iv) Sidewinder will lease to CTUB the Leased Premises; (v) Sidewinder will perform and comply with certain obligations specified in Sections 4.01 and 7.01 of the Agreement; and (vi) CTUB will perform and comply with certain obligations specified in Section 7.01 of the Agreement.

E. Sidewinder and CTUB each desire to enter this Ground Lease as the lease contemplated under Section 3.04 of the Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing Recitals, which are intended to and shall constitute binding provisions of this Ground Lease, and the mutual conditions, covenants, and promises contained herein, the Parties hereto, intending to be legally bound, do hereby agree as follows:

ARTICLE I -- LEASE OF PREMISES

1.1 Lease of Leased Premises. Sidewinder shall, and hereby does, lease to CTUB and CTUB shall, and hereby does, lease and rent from Sidewinder for the entire Term (as such term is defined below), that certain parcel of real estate containing 1.6 acres, more or less, designated "Proposed Parcel 3 (Approx. 1.6 AC) Future Water Treatment Facility" as shown on that certain plat attached hereto as Exhibit "B" (the "**Leased Premises**") and the approximate location of which is indicated on Exhibit "A" in red and with red hatching, which Leased Premises are a portion of the Sidewinder Parcel.

1.2 Easements & Rights-of-Way. Sidewinder shall, and hereby does, grant to CTUB, for the Term, irrevocable easements and rights-of-way over, upon, across, and under other appropriate and necessary portions of the Sidewinder Parcel for the purposes of: (i) ingress to and egress from the Leased Premises by CTUB, its personnel, staff, agents, contractors, suppliers, vendors, and other invitees. Sidewinder may, in its discretion, elect that such ingress and egress be by a separate road outside of Sidewinder's gated or otherwise secured areas; (ii) the installation,

maintenance, repair, replacement, and operation of all utilities reasonably necessary or convenient for operation of the Project; (iii) the maintenance, repair, replacement, and operation of the Project; (iv) the installation, maintenance, repair, replacement, and operation of other water mains or other lines and related components running from the Project for purposes of CTUB providing water service to members of the public; and (v) reasonable signage designating CTUB's operations. Such easements and rights-of-way shall be definitively located by the Parties when the boundaries of the Leased Premises are located. Sidewinder shall, upon request of CTUB, grant to any utility or provider of utility services the same easements and rights-of-way granted above for purposes of item (ii).

1.3 Substitution of Leased Premises. In the event that Sidewinder is prohibited by governmental authorities from leasing to CTUB and allowing use of the Leased Premises for the purposes described herein, Sidewinder shall designate another portion of the Sidewinder Parcel acceptable to CTUB to be substituted as the Leased Premises hereunder and said substitute Leased Premises shall be surveyed by a licensed land surveyor and designated by a metes and bounds description and/or a plat thereof, and substituted by appropriate amendment to this Ground Lease.

ARTICLE II -- TERM OF LEASE

2.1 Term of the Ground Lease. The term of this Ground Lease and the lease hereunder shall commence at 12:00 a.m. (midnight) on the Term Commencement Date and continue thereafter for a period of one hundred (100) years, expiring at 11:59 p.m. on the day immediately preceding the one-hundredth (100th) anniversary of the Term Commencement Date, unless earlier terminated by mutual agreement of the Parties or as otherwise provided herein (the "**Term**"). The "**Term Commencement Date**" shall be the date of transfer of the Project to CTUB pursuant to the Agreement. Promptly following the Term Commencement Date, the Parties shall execute and exchange counterparts of a Memorandum of Term Commencement Date in the form of that attached hereto as Exhibit "C", duly completed with the actual Term Commencement Date, and attach the same to their respective counterparts of this Ground Lease.

2.2 Contingencies. The Parties acknowledge and understand that Sidewinder's rights and ability to construct the Project are subject to certain regulatory and/or governmental approvals and permits. In the event Sidewinder is unable to secure all required approvals and permits with commercially reasonable efforts, Sidewinder may elect to unilaterally cancel and terminate this Ground Lease.

ARTICLE III -- RENT

CTUB shall pay to Sidewinder, as fixed rent for the Leased Premises, an annual rental payment in the sum of One Dollar ($1.00), with the first of such rental payments due and payable on the Term Commencement Date and the subsequent rental payments due on the next following ninety-nine (99) anniversaries of the Term Commencement Date; *provided that*, CTUB may, in its discretion, elect to pay the fixed rent for the entire Term on the Term Commencement Date, in which case the same shall be indicated on the executed Memorandum of Term Commencement Date.

ARTICLE IV -- USE OF PREMISES

4.1 Permitted Use. The Leased Premises shall be occupied by CTUB and used solely for the purpose of operation, maintenance, repair, and replacement of the Project for purposes of treatment of raw spring water to produce finished water for distribution by CTUB as contemplated in the Agreement. CTUB shall operate and use the Project upon the Leased Premises in a professional, workmanlike, reasonable, careful, safe, and proper manner.

4.2 Compliance with Applicable Law. CTUB shall comply with all applicable federal, state, county, and local statutes, codes, laws, regulations, ordinances, orders, writs, decrees, and other rules, whether now existing or hereafter enacted, adopted, promulgated, issued or enforced ("**Applicable Law**"), in connection with this Ground Lease and its occupancy and use of the Leased Premises.

4.3 Hazardous Materials. CTUB shall not cause or permit the escape, disposal, or release in or about or from the Leased Premises or Sidewinder Parcel of any Hazardous Materials. CTUB shall not allow the storage or use of Hazardous Materials in any manner not permitted by law and the highest standard prevailing in the industry for the storage and use of such Hazardous Materials, and then only after written notice is given to Sidewinder of the identity of such materials. Without limitation, the term "**Hazardous Materials**" shall include asbestos, biologically or chemically active substances that present a hazard to health or the environment, radioactive materials, and hazardous substances, hazardous wastes, hazardous materials, and toxic substances defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601 et seq., the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Section 6901 et seq., the Hazardous Materials Transportation Act, as amended, 49 U.S.C. Section 1801 et seq., the Toxic Substances Control Act, as amended, 15

U.S.C. Section 2601 et seq., and in the regulations promulgated pursuant thereto, or in any other applicable federal, state or local law or regulation. CTUB shall, to the extent permitted by law, indemnify Sidewinder in the manner provided in Article VIII from any release of Hazardous Materials in or upon the Leased Premises or the Sidewinder Parcel during the Term and elsewhere if caused by CTUB or persons acting under CTUB. The terms and conditions of this Section 4.3 shall survive the termination or expiration of this Ground Lease and shall remain in full force and effect thereafter.

4.4 Land Use Covenants. CTUB acknowledges and understands that the Sidewinder Parcel, or portions thereof, are subject to certain Land Use Covenants recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Book 1201, at page 146, and in Book 1208, at page 542, which Land Use Covenants, among other things, contain environmental covenants restricting activities upon the Sidewinder Parcel. CTUB shall fully abide by all applicable provisions of the Land Use Covenants and comply with all orders or directions of any regulatory agency with jurisdiction with regard to the same and related matters. CTUB shall not violate any provision of any of the Land Use Covenants or undertake or conduct any activity upon the Leased Premises or any other portion of the Sidewinder Parcel that would or could violate any such provision. Except with the express prior written permission of Sidewinder in each instance, CTUB shall not: (i) undertake, conduct, cause, or allow any disturbance, displacement, drilling, or other penetration of the soil or other surface material of the Leased Premises or any other portion of the Sidewinder Parcel; or (ii) undertake, conduct, cause or allow any construction, building, excavation, grading, paving, or similar activities on the Leased Premises or any other portion of the Sidewinder Parcel.

ARTICLE V -- MAINTENANCE/IMPROVEMENTS

5.1 Maintenance. At CTUB's own expense, CTUB shall: (i) use, maintain, and occupy the Leased Premises in a careful, safe, and proper manner; (ii) keep the Leased Premises and improvements thereon, including roadways, parking areas, and sidewalks, in a clean, safe, and healthy condition and clear snow, ice, dirt, and rubbish from the same during the Term; and (iii) repair and maintain in sightly appearance, good order, condition, and repair, including by replacement if necessary, the Leased Premises and the Project and other personal property of CTUB upon the Leased Premises, all in compliance with and as may be required by, applicable building, safety, and fire codes, including legally required fire extinguishers and safety or health

improvements.

5.2 Improvements. CTUB may expand the capacity of the Treatment Plant as provided in Section 7.02 of the Agreement, which capacity expansion improvements made upon the Leased Premises by CTUB shall be and remain the property of CTUB, but CTUB shall make no other improvements upon the Leased Premises except: (i) as required by applicable governmental authority; (ii) as reasonably necessary and appropriate for health and safety reasons; or (iii) as consented to in writing by Sidewinder.

5.3 No Liens. CTUB shall be responsible for the prompt payment of all charges incurred by CTUB with respect to repairs, improvements, or replacement to or of the Leased Premises and the Project and other personal property of CTUB upon the Leased Premises after the Term Commencement Date and ending upon the expiration of this Ground Lease. Sidewinder shall be responsible for the prompt payment of all charges incurred with respect to improvements to or of the Leased Premises and construction of the Project prior to the Term Commencement Date and with respect to repairs or replacements covered by and under warranty provided by Sidewinder to CTUB pursuant to Section 5.02 of the Agreement. CTUB shall promptly satisfy and discharge any and all mechanics', materialmen's, suppliers', or other liens filed against the Leased Premises by reason of any repairs, improvements, or replacement commissioned by CTUB. Sidewinder shall promptly satisfy and discharge any and all mechanics', materialmen's, suppliers', or other liens filed against the Leased Premises by reason of any warranty repairs, improvements, or replacement commissioned by Sidewinder. CTUB shall indemnify Sidewinder, to the extent permitted by law, in the manner provided in Article VIII from any and all costs or expenses resulting from any such lien being placed upon the Leased Premises for work commissioned by CTUB. Sidewinder shall indemnify CTUB from any and all costs or expenses resulting from any such lien being placed upon the Leased Premises by virtue of any unpaid warranty work. The terms and conditions of this Section 5.3 shall survive the termination or expiration of this Ground Lease and shall remain in full force and effect thereafter.

ARTICLE VI -- DAMAGE OR DESTRUCTION

After the Term Commencement Date, in the event of damage to or destruction of the Project or any other improvements constructed or placed upon the Leased Premises by CTUB and necessary to continued operation of the Project, whether due to fire, explosion, weather, other casualty, or any other cause whatsoever, CTUB shall, at its expense, promptly repair, restore, or

rebuild the same. After the Term Commencement Date, Sidewinder shall not be liable for any damage to or destruction of the Project or other improvements or property of CTUB or third parties located upon the Leased Premises. If CTUB fails to promptly commence and diligently pursue such repair, restoration, or rebuilding within thirty (30) days of occurrence of the damage or destruction, and where said damage or destruction occurred after the Term Commencement Date, Sidewinder may elect to perform such repair, restoration, or rebuilding as it deems appropriate, in its sole discretion, at CTUB's cost and expense, and CTUB shall promptly pay to Sidewinder all costs and expenses of the same incurred by Sidewinder, as additional rent hereunder.

ARTICLE VII -- TAXES & ASSESSMENTS

7.1 CTUB's Responsibilities. CTUB shall: (i) advise the Assessor of Jefferson County, West Virginia, that CTUB is leasing the Leased Premises for a term of one hundred (100) years and request that the Leased Premises accordingly be exempted from real property taxes; and (ii) advise the Assessor of Jefferson County, West Virginia, that the Project and related and necessary facilities are owned by CTUB and accordingly exempt from real property and personal property taxes. In the event that, notwithstanding such advice: (i) CTUB is billed for property taxes assessed upon the Project or related facilities owned by CTUB, CTUB shall promptly readdress the matter with the Assessor of Jefferson County and, if such efforts do not result in exemption from property taxes, CTUB shall commence and prosecute to conclusion appropriate administrative and/or judicial proceedings seeking to have the Project and related facilities owned by CTUB determined exempt from property taxes; or (ii) Sidewinder is billed for property taxes assessed upon the Project or related facilities owned by CTUB, CTUB shall promptly address the matter with the Assessor of Jefferson County and, if such efforts do not result in the Assessor deleting such items as property assessed to Sidewinder, Sidewinder shall commence and prosecute to conclusion appropriate administrative and/or judicial proceedings seeking to have the Project and related facilities owned by CTUB deleted as property assessed to Sidewinder and CTUB shall reasonably cooperate with Sidewinder in such efforts. In the event of a determination of tax-exempt status or determination that items be deleted as property assessed to Sidewinder and resulting order of refund of any property taxes assessed and actually paid, amounts refunded shall be remitted to the Party that paid such taxes.

7.2 Sidewinder's Responsibilities. Sidewinder shall pay all real property taxes and assessments, general and special, ordinary and extraordinary, of every kind and nature whatsoever,

which may be levied, assessed, or imposed upon the land component of the Leased Premises.

ARTICLE VIII -- INDEMNIFICATION

8.1 Indemnification.

a. Following the Term Commencement Date, to the extent permitted by law, except to the extent of any Claims caused by or resulting from the negligence, gross negligence, or willful misconduct of Sidewinder, or any of its representatives, agents, employees, contractors, or invitees, CTUB shall indemnify, defend, and hold harmless Sidewinder and its members, managers, officers, owners, employees, consultants, agents, and representatives (each, a "**Sidewinder Indemnified Party**") from any and all Claims incurred as a result of: (i) any occurrence in, upon, or about the Leased Premises; (ii) the occupancy or use of the Leased Premises or any part thereof by CTUB or its employees, agents, representatives, contractors, customers, or other invitees; (iii) any act or omission of CTUB or its employees, representatives, contractors, or other agents in, upon, or about the Leased Premises, or in connection with the Leased Premises or this Ground Lease; (iv) any breach or violation by CTUB of any of the terms, covenants, or conditions of this Ground Lease; or (v) bodily injury to or death of any individual, or damage to or destruction of property of Sidewinder or a third party, to the extent resulting from the negligence, gross negligence, or willful misconduct of CTUB or its employees, representatives, contractors, other agents, or other invitees. For purposes of this Article VIII, the term "**Claims**" means claims, demands, law suits, causes of action, obligations, liabilities, damages, losses, costs, and expenses (including reasonable expenses of litigation, including court costs and attorneys fees).

b. Following the Term Commencement Date, to the extent permitted by law, except to the extent of any Claims caused by or resulting from the negligence, gross negligence, or willful misconduct of CTUB, or any of its representatives, agents, employees, contractors, or invitees, Sidewinder shall indemnify, defend, and hold harmless CTUB and its members, managers, officers, owners, employees, consultants, agents, and representatives (each, a "**CTUB Indemnified Party**") from any and all Claims incurred as a result of: (i) any act or omission of Sidewinder or its employees, representatives, contractors, or other agents in, upon, or about the Leased Premises, or in connection with the Leased Premises or this Ground Lease; (ii) any breach or violation by Sidewinder of

any of the terms, covenants, or conditions of this Ground Lease; or (iii) bodily injury to or death of any individual, or damage to or destruction of property of CTUB or a third party, to the extent resulting from the negligence, gross negligence, or willful misconduct of Sidewinder or its employees, representatives, contractors, other agents, or other invitees.

8.2 Third-Party Claims. Within twenty (20) days of receipt of notice of any Claim asserted by a third party for which indemnification may be sought by Sidewinder under Section 8.1.a. or by CTUB under Section 8.1.b., the indemnified party (whether a Sidewinder Indemnified Party or a CTUB Indemnified Party, as the case may be), shall give the indemnifying party written notice of the Claim with details, to the extent known, of the factual basis of the Claim and amounts claimed; *provided that*, a delay in giving such notice shall relieve the indemnifying party of liability for the Claim only to the extent the indemnifying party suffers actual prejudice because of such delay. The indemnified party shall have the right, at its option and expense, to participate in the defense of such a Claim, but not to control the defense, negotiation, or settlement thereof, which control shall at all times rest with the indemnifying party; *provided that*, the indemnifying party will not settle any such suit or claim without the indemnified party's prior written consent, which consent shall not be unreasonably withheld, if such settlement would be adverse to the indemnified party's interests, including inclusion of a financial obligation on, or admission of liability by, the indemnified party.

8.3 Survival. The terms and conditions of this Article VIII shall survive the expiration or termination of this Ground Lease for any reason whatsoever and shall remain in full force and effect thereafter for a period of two (2) years following the termination of this Ground Lease.

ARTICLE IX -- INSURANCE

9.1 Required Insurance. CTUB shall, at all times during the Term, maintain in full force and effect the following insurance coverage with respect to the Leased Premises and the activities and operations of CTUB upon the Leased Premises, on an occurrence basis:

a. General Liability Insurance in which the limits of liability for injuries, including accidental death, shall be at least $3,000,000 for any one occurrence, and the limits of liability for property damage shall be at least $2,000,000 for any one occurrence, and which insurance shall include Contractual Liability coverage covering the indemnification obligations assumed by CTUB herein;

b. Automobile Liability Insurance in which the limits of liability for injuries,

including accidental death, and for property damage shall each be at least $2,000,000 for any one occurrence;

c. Fire and extended coverage insurance, covering "special" or "all risk" perils, for full replacement cost with limit of liability of no less than $35,000,000, on the Project, CTUB's other machinery, equipment, furniture & fixtures, goods, and improvements upon the Leased Premises, and property of others for which CTUB is responsible; and

d. Workers' Compensation and Employer's Liability Insurance in an amount sufficient by virtue of Applicable Law.

9.2 Policy Requirements. All insurance coverage required under Section 9.1 shall be issued by companies authorized to do business under the laws of the State of West Virginia, be in form satisfactory to Sidewinder, name Sidewinder as an additional insured, and contain a provision prohibiting cancellation except upon at least ten (10) days' prior notice to Sidewinder. All such insurance policies or other coverage will be primary in the event of a loss arising in connection with this Ground Lease. Certified copies of said policies or certificates evidencing such insurance and naming Sidewinder as an additional insured shall be filed with Sidewinder prior to the Term Commencement Date and within a reasonable time after any renewals or changes to such policies are issued. To the extent permitted by law, CTUB and its insurer(s) agree that subrogation rights against Sidewinder are hereby waived. CTUB hereby undertakes to reflect such waiver in any policy(ies) required hereunder.

ARTICLE X -- UTILITIES

CTUB shall be solely responsible for and shall promptly pay all charges for heat, water, gas, electricity, sewage, or any other utility used or consumed by CTUB on the Leased Premises or otherwise with respect to the Project.

ARTICLE XI -- EMINENT DOMAIN

11.1 Actions & Award. In the event the Leased Premises or any portion thereof shall be taken by or pursuant to any governmental authority or through the exercise of the right of eminent domain, CTUB and Sidewinder shall join and cooperate in resisting such proceeding if such resistance is feasible and desirable and, if it is not, shall join and cooperate in prosecuting their respective claims for damages incurred from the successful exercise of such right or proceeding.

Any condemnation award shall be paid in the following order of priority: (i) to CTUB for the then value of its improvements and its leasehold interest; and (ii) the balance to Sidewinder.

11.2 Taking. If the whole of the Leased Premises, or such portion thereof as to render infeasible CTUB's continued use and occupancy of the remaining Leased Premises for the purposes of this Ground Lease, shall be taken, Sidewinder shall, if reasonable and feasible, designate another portion of the Sidewinder Parcel to be substituted as the Leased Premises hereunder or the taken portion thereof and CTUB shall thereafter, in its sole discretion, move to such substitute Leased Premises the Treatment Plant, or reconstruct thereon a comparable Treatment Plant, and this Ground Lease shall remain in force and effect with respect to such substitute Leased Premises.

ARTICLE XII -- CTUB'S RIGHT OF FIRST REFUSAL

If, during the Term, Sidewinder receives a bona fide offer from a third party to purchase the Leased Premises, or any larger tract or parcel of land of which the Leased Premises is a part, which offer Sidewinder shall desire to accept, Sidewinder shall immediately notify CTUB, in writing, giving all of the terms and conditions of such offer, and CTUB shall have the right and option, for thirty (30) days after receipt of such notice, to elect to purchase the Leased Premises or said larger tract or parcel of land for the same consideration, on the same terms and conditions set forth in such offer. Said option shall be exercisable by CTUB giving written notice to Sidewinder within such thirty (30) day period. If said option is not exercised by CTUB within such period, Sidewinder shall have the right to sell the Leased Premises to such third party on the terms and conditions contained in said notice provided to CTUB and subject to this Ground Lease.

ARTICLE XIII -- POSSESSION AND QUIET ENJOYMENT

Sidewinder represents and warrants to CTUB that Sidewinder has fee simple title to the Leased Premises, free and clear of any deed restrictions or other encumbrances which would in any way prevent Sidewinder from carrying out its obligations under this Ground Lease, or prevent the use and enjoyment of the Leased Premises by CTUB, as provided herein. Sidewinder will place CTUB in possession of the Leased Premises on the Term Commencement Date and CTUB may thereafter peaceably and quietly enjoy the Leased Premises for the Term, free from the claims of persons in possession and third parties claiming rights thereto, subject however to the terms and conditions of this Ground Lease and CTUB's full compliance therewith. CTUB shall not abandon

or vacate the Leased Premises during the Term.

ARTICLE XIV -- COVENANTS RUN WITH THE LAND

All of the covenants, agreements, conditions, and undertakings contained in this Ground Lease shall extend and inure to and be binding upon the respective successors and assigns of the Parties, the same as if they were in every case specifically named, and shall be construed as covenants running with the land, and wherever in this Ground Lease reference is made to either of the Parties, it shall be held to include and apply to, wherever applicable, the successors and assigns of such Party.

ARTICLE XV -- EVENTS OF DEFAULT; TERMINATION

15.1 CTUB Event of Default. Any of the following shall constitute the occurrence of an Event of Default by CTUB:

a. The failure or refusal of CTUB, for a period in excess of twenty-four (24) hours, to properly maintain and operate the raw water pipeline component of the Project with the result that raw spring water pumped into it by Sidewinder cannot freely flow through such pipeline, within its capacity limitations, to its intended destination;

b. The failure or refusal of CTUB, for a period in excess of fifteen (15) days, to properly maintain and operate any other component of the Project with the result that raw spring water is not able to be treated and processed within the Project as contemplated and intended by its design specifications to become finished water that freely flows, within the Project's capacity limitations, to Sidewinder's facilities;

c. The failure or refusal of CTUB to perform or observe any of its other material covenants, obligations, or duties under the provisions of this Ground Lease or the Agreement, if such failure or refusal continues uncured thirty (30) days after CTUB has received from Sidewinder written notice of the failure or refusal and the right to cure the same; *provided that*, if the nature of the subject failure or deficiency is such that it cannot reasonably be cured within thirty (30) days, it shall be deemed to have been cured if CTUB commences reasonable efforts to cure within the thirty (30) day period and thereafter diligently continues such efforts until the failure or deficiency is remedied;

d. If Sidewinder suffers irreparable harm as a result of falseness or inaccuracy of any material representation or warranty made by CTUB in this Ground Lease or the

Agreement; or

e. The commencement of any bankruptcy, insolvency, liquidation, or similar proceeding by or against CTUB; the consent by CTUB to the appointment of or taking possession by a receiver, liquidator, trustee in bankruptcy, or custodian of CTUB or any substantial part of its assets; or any assignment of all or substantially all of the assets of CTUB for the benefit of its creditors; *provided that*, in the case of the commencement of an involuntary petition or proceeding or entry of a judgment or judicial order that includes or seeks to cause any of the above events, such petition, proceeding, judgment, or order is not discharged or dismissed within thirty (30) days.

15.2 Remedies upon CTUB Event of Default.

a. Upon the occurrence of an Event of Default set forth in Section 15.1.a. or Section 15.1.b, Sidewinder may, in addition to the other remedies specified for such Event of Default in this Section 15.2 and to the extent permissible under Applicable Law, elect in its sole discretion to: (i) itself maintain and operate the raw water pipeline component of the Project in the case of a Section 15.1.a. Event of Default, or such of the other components of the Project as to which the default applies, or all of the same, in the case of a Section 15.1.b. Event of Default, on CTUB's behalf and at CTUB's expense; or (ii) assign such right to maintain and operate the subject facilities under the foregoing Section 15.2.a.(i) to a third party, including any PSC-regulated utility, determined by Sidewinder with PSC approval, if required. An election under the preceding sentence shall be for such time until Sidewinder with PSC approval, if required, determines that CTUB is ready, willing, and capable of maintaining and operating the subject facilities without further occurrence of an Event of Default; *provided that*, in the event a contractual provision reasonably necessary and appropriate for engagement of and assignment to a third party pursuant to the foregoing Section 15.2.a.(ii) shall dictate the third party's engagement for a longer period, the election of assignment to the third party shall remain in effect for such longer period.

b. Upon the occurrence of any Event of Default set forth in Section 15.1, in addition to any other remedy specified for such Event of Default in this Section 15.2, Sidewinder shall have all rights and remedies allowed by Applicable Law and in equity, including the right to recover damages, to secure specific performance, and to terminate this Ground Lease; *provided that*, this Ground Lease may be terminated for an Event of Default set forth in Section 15.1.a., 15.1.b., or 15.1.c. only if such Event of Default

continues uncured for a period of thirty (30) consecutive days following the initial occurrence of the Event of Default (beyond expiration of the specified cure period, if any).

15.3 Sidewinder Event of Default. Any of the following shall constitute the occurrence of an Event of Default by Sidewinder:

a. The failure or refusal of Sidewinder to perform or observe any of its material covenants, obligations, or duties under the provisions of this Ground Lease or the Agreement, if such failure or refusal continues uncured thirty (30) days after Sidewinder has received from CTUB written notice of the failure or refusal and the right to cure the same; *provided that*, if the nature of the subject failure or deficiency is such that it cannot reasonably be cured within thirty (30) days, it shall be deemed to have been cured if Sidewinder commences reasonable efforts to cure within the thirty (30) day period and thereafter diligently continues such efforts until the failure or deficiency is remedied;

b. If CTUB suffers irreparable harm as a result of the falseness or inaccuracy of any material representation or warranty made by Sidewinder in this Ground Lease or the Agreement; or

c. The commencement of any bankruptcy, insolvency, liquidation, or similar proceeding by or against Sidewinder; the consent by Sidewinder to the appointment of or taking possession by a receiver, liquidator, trustee in bankruptcy, or custodian of Sidewinder or any substantial part of its assets; or any assignment of all or substantially all of the assets of Sidewinder for the benefit of its creditors; *provided that*, in the case of the commencement of an involuntary petition or proceeding or entry of a judgment or judicial order that includes or seeks to cause any of the above events, such petition, proceeding, judgment, or order is not discharged or dismissed within thirty (30) days.

15.4 Remedies upon Sidewinder Event of Default. Upon the occurrence of any Event of Default set forth in Section 15.3, CTUB shall have all rights and remedies allowed by Applicable Law and in equity, including the right to recover damages, to secure specific performance, and to terminate this Ground Lease; *provided that*, this Ground Lease may be terminated for an Event of Default set forth in Section 15.3.a. only if such Event of Default continues uncured for a period of thirty (30) consecutive days following the initial occurrence of the Event of Default (beyond expiration of the specified cure period).

ARTICLE XVI -- CTUB'S PROPERTY

During the Term, except for the replacement of components of the Project with comparable items, CTUB shall leave in place and not remove from the Leased Premises the Project.

ARTICLE XVII -- SURRENDER OF PREMISES

17.1 Reversion to Sidewinder. Upon the expiration or termination of this Ground Lease: (i) CTUB shall, to the extent permitted by Applicable Law, vacate the Leased Premises and surrender the entirety of the same to Sidewinder; and (ii) the entirety of the Leased Premises shall revert to Sidewinder free and clear of this Ground Lease and the leasehold hereunder.

17.2 Voluntary Removal of CTUB Property. Upon expiration by passage of time of the full Term or upon CTUB's termination of this Ground Lease pursuant to Section 15.4 due to Sidewinder's default, CTUB shall have the right to voluntarily remove from the Leased Premises the Project. CTUB shall provide written notice to Sidewinder specifying the items to be so removed and the approximate timeframe for removal, and CTUB shall thereafter remove the designated items as expeditiously as practicable. The Term shall be deemed extended on a day-by-day basis during such removal efforts, and CTUB shall thereafter surrender the Leased Premises to Sidewinder.

17.3 CTUB Property to Remain in Place. Upon Sidewinder's termination of this Ground Lease pursuant to Section 15.2.b. due to CTUB's default, CTUB shall leave in place, in good and operable condition, and not remove the Project for so much of the remainder of the full Term as Sidewinder shall require so as to allow continuing operation and use of the Project as Sidewinder's remedy under Section 15.2.a., subject to PSC approval as specified therein.

17.4 Abandonment; Mandatory Removal. To the extent CTUB chooses not to voluntarily remove any component of the Project pursuant to Section 17.2 or not to remove any other fixtures, equipment, improvements, or other property of CTUB installed or placed upon the Leased Premises by CTUB, Sidewinder may, subject to PSC approval, either: (i) determine that some or all of such items not removed from the Leased Premises by CTUB shall remain upon the Leased Premises, in which case such items shall be deemed abandoned by CTUB to Sidewinder and be Sidewinder's property for all purposes to do with as Sidewinder may elect; or (ii) demand that CTUB remove some or all of such items from the Leased Premises and restore the Leased Premises to the condition existing prior to construction and installation of the Project, to the extent practicable, in which case CTUB shall comply with Sidewinder's demand as expeditiously as

practicable, and the Term shall be deemed extended on a day-by-day basis during such efforts.

ARTICLE XVIII -- WASTE; GOVERNMENTAL REGULATIONS

18.1 Waste or Nuisance. CTUB shall not commit or suffer to be committed any waste upon the Leased Premises or any nuisance or any act which may disturb the quiet enjoyment of any person.

18.2 Governmental Regulations. CTUB shall, at CTUB's sole cost and expense, comply with all of the requirements of all federal, state, county, municipal, and other applicable governmental authorities, now in force or which may hereafter be in force, pertaining to the Leased Premises.

ARTICLE XIX -- REIMBURSEMENT

All terms, covenants, and conditions herein contained to be performed by CTUB shall be performed at its sole expense and if Sidewinder shall pay any sum of money or do any act which requires the payment of money by reason of the failure, neglect, or refusal of CTUB to perform such terms, covenants, or conditions, the sum of money so paid by Sidewinder shall be immediately payable by CTUB to Sidewinder as additional rent.

ARTICLE XX -- ASSIGNMENT & SUBLETTING

20.1 Binding Effect. Subject to the following provisions of this Article XX, this Ground Lease shall be binding upon, and inure to the benefit of and be enforceable by, the Parties and their respective successors and assigns.

20.2 No Assignment. CTUB shall not, without first obtaining Sidewinder's prior written consent, such consent to not be unreasonably withheld, in each instance: (i) assign, transfer, mortgage, pledge, hypothecate, or encumber, or permit to exist a lien or charge upon, this Ground Lease or any interest therein; (ii) allow or permit any transfer of or lien upon this Ground Lease or any interest therein by operation of law; (iii) sublet the Leased Premises or any part thereof; or (iv) permit the use or occupancy of the Leased Premises or any part thereof by anyone other than CTUB and its employees, subject to Article VI and Section 15.2.a. In no event shall this Ground Lease be assigned or assignable by voluntary or involuntary bankruptcy proceedings or otherwise, and in no event shall this Ground Lease or any rights or privileges hereunder be an asset of CTUB under any bankruptcy, insolvency, or reorganization proceedings, except as provided by law. Any

assignment or sublease which is not in compliance with this Section 20.2 shall be *void ab initio* and, at the option of Sidewinder, shall constitute a material default by CTUB under this Ground Lease.

20.3 CTUB's Obligations. No assignment or sublease by CTUB, whether with or without the consent of Sidewinder, shall relieve CTUB of any obligation to be performed by CTUB under this Ground Lease, whether arising before or after the assignment or sublease.

20.4 Assumption of Obligations. Each assignee shall assume all obligations of CTUB under this Ground Lease and shall be and remain liable jointly and severally with CTUB for the performance of all the terms, covenants, conditions, and agreements contained in this Ground Lease to be performed by CTUB for the entire Term. No assignment otherwise permitted hereunder shall be binding on Sidewinder unless such assignee or CTUB shall deliver to Sidewinder a counterpart of such assignment and an instrument in recordable form, in substance and form acceptable to Sidewinder, executed by the assignee, and containing the assignee's covenant assuming obligations consistent with the requirements of this Section 20.4, but the failure or refusal of the assignee to execute such instrument of assumption shall not release or discharge the assignee from its liability as set forth above.

ARTICLE XXI -- REPRESENTATIONS & WARRANTIES

21.1 Representations and Warranties of CTUB. CTUB hereby represents and warrants to Sidewinder as of the Effective Date and the Term Commencement Date as follows:

a. CTUB is a municipal utility board and political subdivision of the State of West Virginia duly constituted and validly existing under the laws of the State of West Virginia, with full legal right, power, and authority to enter into and perform its obligations under this Ground Lease;

b. The execution and delivery of this Ground Lease, the contractual arrangements contemplated herein, and the performance of the obligations and duties of CTUB hereunder, have been duly authorized by all necessary and appropriate action in accordance with Applicable Law;

c. This Ground Lease has been duly executed and delivered by a duly and properly authorized officer or administrator of CTUB and constitutes legal, valid, and binding obligations of CTUB, enforceable against CTUB in accordance with its terms;

d. Neither the execution and delivery by CTUB of this Ground Lease, nor the

performance by CTUB of its obligations hereunder, nor the consummation by CTUB of the transactions contemplated hereby conflicts with, violates, or results in a breach of: (i) any Applicable Law; or (ii) any term or condition of any judgment, decree, mortgage, indenture, lease, agreement, or instrument to which CTUB is a party or by which CTUB or any of its properties or assets are bound, or constitutes a default under any such judgment, decree, mortgage, indenture, lease, agreement, or instrument; and

e. There is no action, suit, or other proceeding at law or in equity, before or by any court or governmental authority, pending or, to CTUB's knowledge, threatened against CTUB which is or reasonably could be expected to materially and adversely affect the execution or delivery of this Ground Lease or the validity or enforceability of this Ground Lease, or which would materially and adversely affect the performance by CTUB of its obligations hereunder.

21.2 Representations and Warranties of Sidewinder. Sidewinder hereby represents and warrants to CTUB as of the Effective Date and the Term Commencement Date as follows:

a. Sidewinder is a limited liability company duly organized and validly existing under the laws of the State of Delaware, with full legal right, power, and authority to enter into and perform its obligations under this Ground Lease. Sidewinder is authorized to transact business in the State of West Virginia;

b. The execution and delivery of this Ground Lease, the contractual arrangements contemplated herein, and the performance of the obligations and duties of Sidewinder, have been duly authorized by all necessary and appropriate action in accordance with Applicable Law;

c. This Ground Lease has been duly executed and delivered by a duly and properly authorized manager, officer, or member of Sidewinder and constitutes legal, valid, and binding obligations of Sidewinder, enforceable against Sidewinder in accordance with its terms;

d. Neither the execution and delivery by Sidewinder of this Ground Lease, nor the performance by Sidewinder of its obligations hereunder, nor the consummation by Sidewinder of the transactions contemplated hereby conflicts with, violates, or results in a breach of: (i) any Applicable Law; or (ii) any term or condition of any judgment, decree, mortgage, indenture, lease, agreement, or instrument to which Sidewinder is a party or by which Sidewinder or any of its properties or assets are bound, or constitutes a default under

any such judgment, decree, mortgage, indenture, lease, agreement, or instrument; and

e. There is no action, suit, or other proceeding at law or in equity, before or by any court or governmental authority, pending or, to Sidewinder's knowledge, threatened against Sidewinder which is or reasonably could be expected to materially and adversely affect the execution or delivery of this Ground Lease or the validity or enforceability of this Ground Lease, or which would materially and adversely affect the performance by Sidewinder of its obligations hereunder.

ARTICLE XXII -- RECORDING

Either Party may record a fully executed copy of this Ground Lease in the Office of the Clerk of the County Commission of Jefferson County, West Virginia.

ARTICLE XXIII -- MISCELLANEOUS

23.1 Compliance with Laws. Each Party shall comply with all Applicable Law in performing under and with respect to this Ground Lease.

23.2 Confidentiality. Throughout the Term and following its expiration or earlier termination, each Party shall maintain in confidence and not disclose to any person or use to the detriment of the other Party any written, oral, or other information obtained in confidence from the other Party and which reasonably should be understood to be considered confidential or proprietary information, or which is so designated in writing, unless disclosure of such information is required by Applicable Law.

23.3 Further Assurances. Each Party agrees to execute and deliver any instruments and to perform any acts as may be reasonably requested by the other Party in order to give full effect to this Ground Lease and to facilitate the transactions herein contemplated.

23.4 Notices. All notices hereunder shall be in writing and shall be sufficiently given for all purposes hereunder if delivered personally (with execution of a receipt therefore) or by nationally recognized overnight delivery service. Notice given personally shall be deemed delivered upon execution of a receipt therefor. Notice given by nationally recognized overnight delivery service shall be sent to the recipient's address set forth below (or such other address for notice as the recipient may from time to time specify by notice given in accordance with this provision) and shall be deemed delivered on the first business day after deposit of the same with the delivery service for next business day delivery:

Notices to CTUB shall be addressed to:

Utility Manager
Charles Town Utility Board
661 South George Street
Charles Town, West Virginia 25414

with copies to:

Robert R. Rodecker, Esq.
Kay Casto & Chaney PLLC
P.O. Box 2031
Charleston, WV 25327

Stephen G. Higgins, Esq.
Kay Casto & Chaney PLLC
150 Clay Street
Morgantown, WV 265011

Notices to Sidewinder shall be addressed to:

Sidewinder Enterprises, LLC
4340 Von Karmen Avenue, Suite 380
Newport Beach, California 92660

with a copy to:

Michael J. Funk, Esq.
Steptoe & Johnson PLLC
1250 Edwin Miller Blvd., Suite 300
Martinsburg, WV 25404

23.5 Construction.

a. The terms "hereby," "hereof," "herein," "hereunder," and any similar terms refer to this Ground Lease. As used in this Ground Lease, unless the context of the usage of such term clearly indicates otherwise: (a) the word "or" is not exclusive; (b) the words "include," "includes," and "including" shall be deemed to be followed by the phrase "without limitation"; (c) any pronoun shall include the corresponding masculine, feminine, and neuter forms; and (d) words in the singular number include words in the plural and vice versa. All references to time herein shall refer to Eastern Time. Unless expressly provided otherwise, any reference herein to a period of "days" means consecutive calendar days.

b. The Parties acknowledge and agree that: (i) each Party is of equal bargaining strength; (ii) each Party has actively participated in the drafting, preparation,

and negotiation of this Ground Lease; (iii) each Party has consulted with such Party's own counsel, and such other professional advisors as such Party has deemed appropriate, relative to any and all matters contemplated under this Ground Lease; (iv) each Party and such party's counsel and advisors have reviewed this Ground Lease; (v) each Party has agreed to enter into this Ground Lease following such review and the rendering of such advice; and (vi) any rule of construction to the effect that ambiguities are to be resolved against the drafting parties shall not apply in the interpretation of this Ground Lease or any portions hereof.

23.6 Force Majeure. A Party (the "**Non-Performing Party**") shall not be deemed in default under this Ground Lease as a result of its failure to timely perform any act or obligation on the Non-Performing Party's part to be performed (excepting any obligation to pay rental payments or other charges payable hereunder) if such failure is caused by an event beyond the reasonable control of the Non-Performing Party (and not caused by the negligence or intentional acts or omissions of the Non-Performing Party), including acts of God, fire, flood, drought, extreme weather, explosion, earthquake, general Internet outage, acts of war or terrorism, invasion, act of foreign enemies, civil disorder, riot, civil war, inability to procure or delay in procuring materials, embargo, riot, labor strike or slow-down or lock out (unless restricted solely to employees of the Non-Performing Party), pandemic, epidemic, or intervention of any government or authority (an "**Event of Force Majeure**"), and any time for performance by the Non-Performing Party shall be extended by the period of delay resulting from such Event of Force Majeure. The Non-Performing Party shall give notice to the other Party of an Event of Force Majeure promptly upon it becoming known to the Non-Performing Party. Notwithstanding the occurrence of any Event of Force Majeure, the Non-Performing Party shall continue to perform all of its remaining obligations under the Ground Lease and the Agreement, to the extent practicable, and shall use commercially reasonable efforts to mitigate the effects of such Event of Force Majeure on such obligations.

23.7 Headings. The headings used in this Ground Lease are for convenience only and shall have no effect upon the construction or interpretation of this Ground Lease.

23.8 Waiver. No waiver by either Party with respect to any default, misrepresentation, or breach of warranty, obligation, or covenant hereunder shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty, obligation, or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

23.9 Severability. If any provision of this Ground Lease, or the application thereof to

any person or circumstance, shall, to any extent, be held in any proceeding to be invalid or unenforceable, the remainder of this Ground Lease, or the application of such provision to any person or circumstances other than those to which it is held to be invalid or unenforceable, shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law, but only if and to the extent such enforcement would not materially and adversely frustrate the Parties' essential objectives herein.

23.10 Entire Agreement. This Ground Lease contains the entire agreement between the Parties concerning the subject matter hereof and supersedes all other agreements and understandings of the Parties concerning the same. Each of the Parties stipulates that the other has not made any representation with respect to the subject matter of this Ground Lease except such representations as are specifically set forth in this Ground Lease.

23.11 Amendment. Neither this Ground Lease, nor any of the terms or provisions hereof, may be amended, modified, supplemented, or waived, except by a written instrument signed by both the Parties.

23.12 Counterparts. This Ground Lease may be executed in any number of counterparts, each of which shall, for all purposes, be deemed to be an original, but all such counterparts shall together constitute one and the same instrument.

23.13 Lease Validity. Submission of the Ground Lease to CTUB for its examination and/or execution does not constitute a reservation of or option for the Leased Premises for the benefit of CTUB. This Ground Lease shall have no force, effect, or validity as a lease or otherwise unless and until duly executed by each of the Parties and delivered to the other Party.

23.14 Governing Law. This Ground Lease shall be construed in accordance with and governed by the internal laws of the State of West Virginia, without giving effect to any choice or conflict of laws provision or rule (whether of the State of West Virginia or any other jurisdiction).

23.15 Jurisdiction and Venue. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Ground Lease may be brought against either of the Parties in the state or federal courts located in Jefferson County, West Virginia, and each Party irrevocably consents to the exclusive jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein.

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IN WITNESS WHEREOF, the Parties, intending to be legally bound, have caused this Ground Lease to be executed by their duly authorized representatives as of the day and year first above written.

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

ATTEST:

_____
Its Clerk

By:_____
Its: Chairman

SIDEWINDER ENTERPRISES, LLC

By: SIDEWINDER MANAGER, LLC
Its: Manager

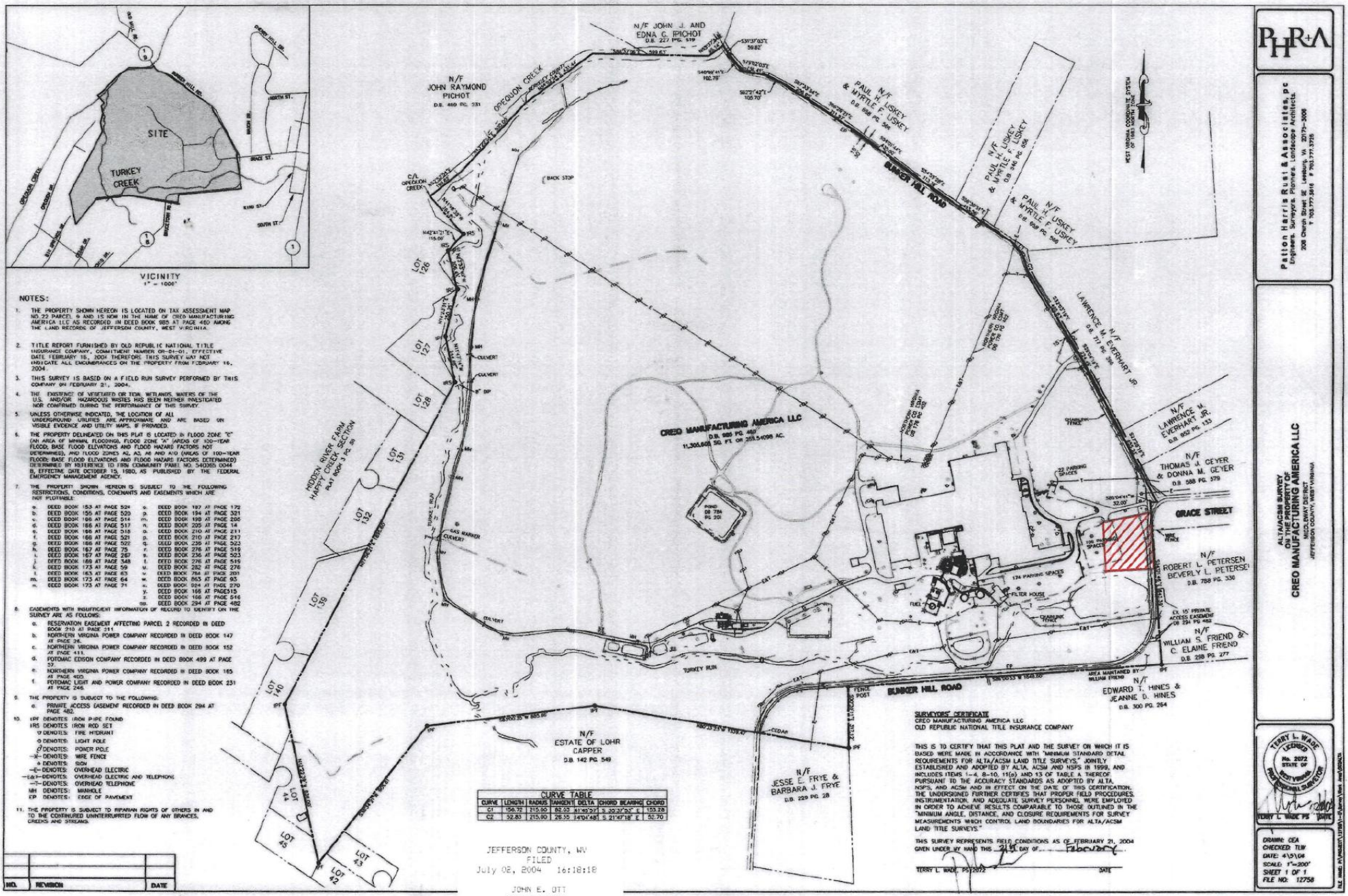
By: _____
Jeffrey Fischbeck

and

_____
Sean Masterson
Its: Co-Managers

EXHIBIT "A"

ALTA/ACSM SURVEY OF SIDEWINDER PARCEL



NOTES:

1. THE PROPERTY SHOWN HEREON IS LOCATED ON TAX ASSESSMENT MAP NO.22 PARCEL 9 AND IS NOW IN THE NAME OF CREO MANUFACTURING AMERICA LLC AS RECORDED IN DEED BOOK 985 AT PAGE 460 AMONG THE LAND RECORDS OF JEFFERSON COUNTY, WEST VIRGINIA.

2. TITLE REPORT FURNISHED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, COMMITMENT NUMBER OR-04-01, EFFECTIVE DATE FEBRUARY 16, 2004 THEREFORE THIS SURVEY MAY NOT INDICATE ALL ENCUMBRANCES ON THE PROPERTY FROM FEBRUARY 16, 2004.

3. THIS SURVEY IS BASED ON A FIELD RUN SURVEY PERFORMED BY THIS COMPANY ON FEBRUARY 21, 2004.

4. THE EXISTENCE OF VEGETATED OR TIDAL WETLANDS, WATERS OF THE U.S. AND/OR HAZARDOUS WASTES HAS BEEN NEITHER INVESTIGATED NOR CONFIRMED DURING THE PERFORMANCE OF THIS SURVEY.

5. UNLESS OTHERWISE INDICATED, THE LOCATION OF ALL UNDERGROUND UTILITIES ARE APPROXIMATE AND ARE BASED ON VISIBLE EVIDENCE AND UTILITY MAPS, IF PROVIDED.

6. THE PROPERTY DELINEATED ON THIS PLAT IS LOCATED IN FLOOD ZONE "C" (AN AREA OF MINIMAL FLOODING), FLOOD ZONE "A" (AREAS OF 100-YEAR FLOOD; BASE FLOOD ELEVATIONS AND FLOOD HAZARD FACTORS NOT DETERMINED), AND FLOOD ZONES A1, A3, A6 AND A10 (AREAS OF 100-YEAR FLOOD; BASE FLOOD ELEVATIONS AND FLOOD HAZARD FACTORS DETERMINED) DETERMINED BY REFERENCE TO FIRM COMMUNITY PANEL NO. 540365 0044 B, EFFECTIVE DATE OCTOBER 15, 1980, AS PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

7. THE PROPERTY SHOWN HEREON IS SUBJECT TO THE FOLLOWING RESTRICTIONS, CONDITIONS, COVENANTS AND EASEMENTS WHICH ARE NOT PLOTTABLE:

a.	DEED BOOK 153 AT PAGE 524	o.	DEED BOOK 197 AT PAGE 172
b.	DEED BOOK 155 AT PAGE 520	p.	DEED BOOK 194 AT PAGE 321
c.	DEED BOOK 166 AT PAGE 514	m.	DEED BOOK 198 AT PAGE 226
d.	DEED BOOK 166 AT PAGE 517	n.	DEED BOOK 205 AT PAGE 14
e.	DEED BOOK 166 AT PAGE 518	o.	DEED BOOK 210 AT PAGE 217
f.	DEED BOOK 166 AT PAGE 521	p.	DEED BOOK 210 AT PAGE 217
g.	DEED BOOK 166 AT PAGE 522	q.	DEED BOOK 235 AT PAGE 523
h.	DEED BOOK 167 AT PAGE 75	r.	DEED BOOK 276 AT PAGE 519
i.	DEED BOOK 167 AT PAGE 267	s.	DEED BOOK 236 AT PAGE 523
j.	DEED BOOK 169 AT PAGE 348	t.	DEED BOOK 276 AT PAGE 519
k.	DEED BOOK 173 AT PAGE 59	u.	DEED BOOK 282 AT PAGE 276
l.	DEED BOOK 163 AT PAGE 63	v.	DEED BOOK 784 AT PAGE 201
m.	DEED BOOK 173 AT PAGE 64	w.	DEED BOOK 865 AT PAGE 93
n.	DEED BOOK 173 AT PAGE 71	x.	DEED BOOK 924 AT PAGE 270
		y.	DEED BOOK 166 AT PAGE515
		z.	DEED BOOK 166 AT PAGE 516
		aa.	DEED BOOK 294 AT PAGE 482

8. EASEMENTS WITH INSUFFICIENT INFORMATION OF RECORD TO IDENTIFY ON THE SURVEY ARE AS FOLLOWS:
   a. RESERVATION EASEMENT AFFECTING PARCEL 2 RECORDED IN DEED BOOK 210 AT PAGE 211
   b. NORTHERN VIRGINIA POWER COMPANY RECORDED IN DEED BOOK 147 AT PAGE 26.
   c. NORTHERN VIRGINIA POWER COMPANY RECORDED IN DEED BOOK 152 AT PAGE 411.
   d. POTOMAC EDISON COMPANY RECORDED IN DEED BOOK 499 AT PAGE 57.
   e. NORTHERN VIRGINIA POWER COMPANY RECORDED IN DEED BOOK 165 AT PAGE 460.
   f. POTOMAC LIGHT AND POWER COMPANY RECORDED IN DEED BOOK 231 AT PAGE 246.

9. THE PROPERTY IS SUBJECT TO THE FOLLOWING:
   a. PRIVATE ACCESS EASEMENT RECORDED IN DEED BOOK 294 AT PAGE 482.

10. IPF DENOTES IRON PIPE FOUND
    IRS DENOTES IRON ROD SET
    DENOTES: FIRE HYDRANT
    DENOTES: LIGHT POLE
    DENOTES: POWER POLE
    DENOTES: WIRE FENCE
    DENOTES: SIGN
    DENOTES: OVERHEAD ELECTRIC
    DENOTES: OVERHEAD ELECTRIC AND TELEPHONE
    DENOTES: OVERHEAD TELEPHONE
    MH DENOTES: MANHOLE
    EP DENOTES: EDGE OF PAVEMENT

11. THE PROPERTY IS SUBJECT TO RIPARIAN RIGHTS OF OTHERS IN AND TO THE CONTINUED UNINTERRUPTED FLOW OF ANY BRANCHES, CREEKS AND STREAMS.

NO.	REVISION	DATE

CURVE TABLE

CURVE	LENGTH	RADIUS	TANGENT	DELTA	CHORD BEARING	CHORD
C1	156.72	215.00	82.03	41°46'07"	S 30°37'03" E	153.28
C2	52.83	215.00	26.55	14°04'48"	S 21°47'18" E	52.70

SURVEYORS' CERTIFICATE
CREO MANUFACTURING AMERICA LLC
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

THIS IS TO CERTIFY THAT THIS PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH "MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS," JOINTLY ESTABLISHED AND ADOPTED BY ALTA, ACSM AND NSPS IN 1999, AND INCLUDES ITEMS 1-4, 8-10, 11(a) AND 13 OF TABLE A THEREOF. PURSUANT TO THE ACCURACY STANDARDS AS ADOPTED BY ALTA, NSPS, AND ACSM AND IN EFFECT ON THE DATE OF THIS CERTIFICATION, THE UNDERSIGNED FURTHER CERTIFIES THAT PROPER FIELD PROCEDURES, INSTRUMENTATION, AND ADEQUATE SURVEY PERSONNEL WERE EMPLOYED IN ORDER TO ACHIEVE RESULTS COMPARABLE TO THOSE OUTLINED IN THE "MINIMUM ANGLE, DISTANCE, AND CLOSURE REQUIREMENTS FOR SURVEY MEASUREMENTS WHICH CONTROL LAND BOUNDARIES FOR ALTA/ACSM LAND TITLE SURVEYS."

THIS SURVEY REPRESENTS FIELD CONDITIONS AS OF FEBRUARY 21, 2004
GIVEN UNDER MY HAND THIS 21st DAY OF February

TERRY L. WADE PS 2072 DATE

JEFFERSON COUNTY, WV
FILED
July 02, 2004 16:18:18

JOHN E. OTT
COUNTY CLERK
TRANSACTION NO: 2004017141

PLATS (24 x 18)
Book: 00021 Page: 00014

PHR+A

Patton Harris Rust & Associates, pc
Engineers. Surveyors. Planners. Landscape Architects.
208 Church Street SE Leesburg, VA 22075-3009
T 703.777.3616 F 703.777.3726

ALTA/ACSM SURVEY
ON THE PROPERTY OF
CREO MANUFACTURING AMERICA LLC
MILL BAY DISTRICT
JEFFERSON COUNTY, WEST VIRGINIA

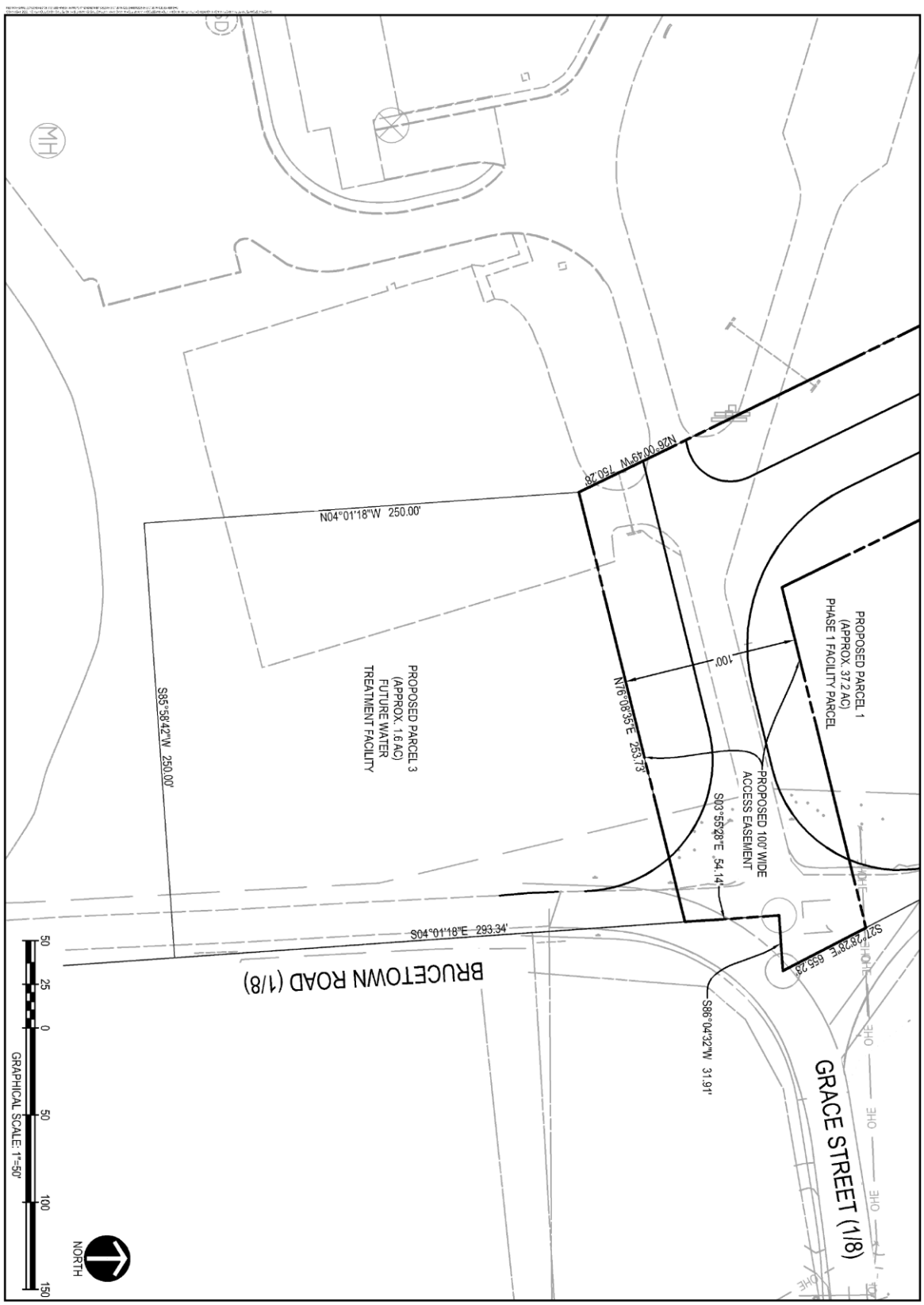
TERRY L. WADE
LICENSED
No. 2072
STATE OF
WEST VIRGINIA
PROFESSIONAL SURVEYOR

TERRY L. WADE PS DATE

DRAWN: CEA
CHECKED: TLW
DATE: 4/5/04
SCALE: 1"=200'
SHEET 1 OF 1
FILE NO: 12758

EXHIBIT "B"

PLAT OF LEASED PREMISES



PROPOSED CTUB WATER TREATMENT PLANT PARCEL EXHIBIT

MOUNTAIN PURE

MIDDLEWAY TAX DISTRICT
JEFFERSON COUNTY, WEST VIRGINIA

SCALE: HORIZ: 1"=50' VERT:	
DATE: MAY 9, 2025	
JOB: 3136.002	
DRAWN: RJP	CHECK: JPC
CADD: 2025\Exhibits\Parcel Exhibit.dwg	
NOTES	
SHEET: 1 OF 1	

REVISIONS

INTEGRITY FEDERAL SERVICES
CIVIL ENGINEERING • LANDSCAPE ARCHITECTURE • PLANNING
148 S. Queen Street, Suite 201 • Phone: 304-725-8456
Martinsburg, WV 25401 • www.ifs-ae.com

EXHIBIT "C"

MEMORANDUM OF TERM COMMENCEMENT DATE

THIS MEMORANDUM OF TERM COMMENCEMENT DATE is made and entered into as of the _____ day of _____, 20___, by and between SIDEWINDER ENTERPRISES, LLC (hereinafter, "**Sidewinder**") and the CITY OF CHARLES TOWN, by and through the CHARLES TOWN UTILITY BOARD (hereinafter, "**CTUB**").

RECITALS

A. Sidewinder and CTUB have previously executed that certain Ground Lease Agreement dated the _____ day of _____, 2025, (the "**Ground Lease**"), pursuant to which Sidewinder has leased to CTUB, and CTUB has leased from Sidewinder, the Leased Premises described in the Ground Lease, being approximately 1.6 acres of land, located in the southwest portion of the Sidewinder Parcel described in the Ground Lease.

B. Pursuant to Section 2.1 of the Ground Lease, Sidewinder and CTUB agreed to execute this Memorandum of Term Commencement Date to confirm the Term Commencement Date of the Term.

C. All capitalized terms used herein and not defined herein shall have the meanings assigned thereto in the Ground Lease.

AGREEMENT

NOW THEREFORE, the Parties confirm and agree that the following information shall control with respect to the Ground Lease:

1. The Term Commencement Date of the Ground Lease is _____ _____, 20___.

2. CTUB ☐ HAS ☐ HAS NOT paid the fixed rent for the entire term on the Term Commencement Date as permitted under Article III of the Ground Lease.

3. Except as may have been amended above, Sidewinder and CTUB hereby ratify and confirm the Ground Lease in all respects. This Memorandum of Term Commencement Date may be executed in one or more counterparts, any number of which shall be taken as one original.

[remainder of page intentionally blank – signature page follows]

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have caused this Memorandum of Term Commencement Date to be executed by their duly authorized representatives as of the day and year first above written.

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

ATTEST:

_____
Its Clerk

By:_____
Its: Chairman

SIDEWINDER ENTERPRISES, LLC

By: SIDEWINDER MANAGER, LLC
Its: Manager

By: _____
Jeffrey Fischbeck

and

_____
Sean Masterson
Its: Co-Managers

SIDEWINDER ENTERPRISES, LLC

4340 Von Karmen Avenue, Suite 380
Newport Beach, CA 92660

8 August 2025

Charles Town Utility Board
101 E. Washington Street
Charles Town, WV 25414
Attn: Kristen Stolipher, General Manager

Re: Side Letter to Agreement

Dear Ms. Stolipher,

As you are aware, Sidewinder Enterprises, LLC ("**Sidewinder**") believes that certain provisions of the proposed agreement between the Charles Town Utility Board, ("**CTUB**") and Sidewinder (collectively, the "**Parties**"), a revised version of which agreement was approved by Recommended Decision of the Administrative Law Judge and became the final Order of WV PSC on June 22, 2025 in Case No. 25-0079-W-PC (the "**Agreement**"), may be incorrect, imprecise or ambiguous. Accordingly, Sidewinder submits this Side Letter to address such issues in the Agreement.

Sidewinder proposes that the CTUB consider and accept the following provisions of this Side Letter at the time of the execution of the Agreement and a related Ground Lease Agreement ("**Lease**"):

Sidewinder has identified certain provisions of the Agreement that it believes are incorrect, imprecise, or ambiguous and should be corrected and/or clarified (the "**Agreement Issues**"), as follows:

1. Section 1.01 of the Agreement states that up to three (3) groundwater wells will supply the Development. In fact, one well will be the primary operating well, another well will be a back-up well, and a third well will be only a monitoring well. That inaccuracy should be corrected.

2. The Agreement does not adequately and accurately define the "Project," as it is currently contemplated. Subject to subsequent changes specified in the final approved plans for the Development referenced below (and as approved by CTUB under Section 1.02 of the Agreement), the Agreement should be clarified to reflect the following:

(a) the water system for the Development will consist of: (i) the primary operating well and back-up well referenced above (the "**Supply Wells**"); (ii) a raw water transmission pipeline running from the Supply Wells to the Raw Water Storage Tank (the "**Raw Water Pipeline**"); (iii) a water storage tank located on Sidewinder's property (the "**Raw Water Storage Tank**"); (iv) one or more water lines running from the Raw Water Storage Tank to industrial/commercial operations on Sidewinder's property (collectively, the "**Facilities Supply Line**"); (v) a water line running from the Raw Water Storage Tank to the Treatment Plant (the "**Treatment Supply Line**"); (vi) a water treatment plant located upon a portion of Sidewinder's property leased to CTUB (the "**Treatment Plant**"); (vii) one or more water lines running from the Treatment Plant to facilities on Sidewinder's property (collectively, the "**Finished Water Main**"); and (viii) such other water mains and lines, that CTUB may elect to construct at its own expense, running from the Treatment Plant to third-parties off Sidewinder's property (the "**CTUB Mains**");

(b) Sidewinder will be responsible for the construction and cost of the entire relevant water system specified above except the CTUB Mains; and

(c) the "Project," as such term is used in the Agreement, and which will be transferred to CTUB, will consist of: (i) the portion of the Raw Water Pipeline located within a WV DOH right-of-way; (ii) the Treatment Supply Line; (iii) the Treatment Plant; (iv) the Finished Water Main; and (v) such pumping facilities, electrical, instrumentation and controls, and related appurtenances as necessary for the operation of the above items (i) through (iv). The CTUB Mains will be the property of CTUB at all times. Sidewinder will retain and not transfer to CTUB the following items: (v) the Supply Wells; (vi) the portion of the Raw Water Pipeline not located within a WV DOH right-of-way; (vii) the Raw Water Storage Tank; (viii) the Facilities Supply Line; and (ix) such pumping facilities, electrical, instrumentation and controls, and related appurtenances as necessary for the operation of the above items (v) through (viii).

3. Section 2.06 of the Agreement incorrectly refers to a "Sewer Collection System" rather than to the Project. That inaccuracy should be corrected.

4. Section 3.03 of the Agreement provides that Sidewinder shall deliver to CTUB ownership of the Project "including . . . all real property . . . necessary for the . . . the Project." In fact, no interests in real property are to be transferred to CTUB pursuant to the Agreement except (i) waterline easements located within WV DOH rights-of-way and (ii) the leasehold under the referenced Lease agreement. That inaccuracy should be corrected.

5. Section 4.01 of the Agreement provides that Sidewinder shall pump from its wells water sufficient for CTUB to treat and sell, beyond Sidewinder's requirements, an amount of water to serve 200 equivalent dwelling units ("**EDUs**", with an EDU equal to 150 gallons per day), which totals 30,000 gallons per day. In fact, Sidewinder has agreed to furnish 50,000 gallons of raw water per day to CTUB, which would serve approximately 333 EDUs of 150 gallons per day. That inaccuracy should be corrected.

Accordingly, the Parties agree that, promptly following finalization of relevant plans for such development, the Parties will negotiate a mutually agreed proposed amendment to the Agreement that addresses the Agreement Issues in the manner indicated above, submit the same to WV PSC for approval, and execute and enter the same following WV PSC approval.

If the Directors of CTUB are in agreement with the above provisions of this Side Letter, please have the signature line below duly executed.

Thank you for your attention and cooperation.

Sincerely,

Jeff Fischbeck
&
Sean Masterson

The City of Charles Town, by and through the Charles Town Utility Board, hereby agrees to the provisions of the Side Letter above.

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

ATTEST: _____
Its Clerk

By: _____
Its: Chairman

AGREEMENT

THIS AGREEMENT (the "Agreement") is made and effective this _____ day of _____, 2025, by and between the **CITY OF CHARLES TOWN, by and through the CHARLES TOWN UTILITY BOARD,** (hereinafter, "CTUB") **and SIDEWINDER ENTERPRISES, LLC** (hereinafter, "Developer").

WHEREAS, the City of Charles Town, by and through CTUB operates a combined water and sewer system pursuant to the provisions of Chapter 8, Article 20 of the Code of West Virginia and has been authorized by the Public Service Commission of West Virginia to develop a water supply system throughout areas within Jefferson County, West Virginia, including certain areas near the Village of Middleway in Middleway District of Jefferson County; and

WHEREAS, the DEVELOPER is planning to develop certain lands within the Middleway District of Jefferson County for commercial and industrial purposes; and,

WHEREAS, the planned development of the DEVELOPER'S property is contingent upon DEVELOPER having proper water treatment and distribution facilities for a potable water supply for the development of its property; and,

WHEREAS, the DEVELOPER has identified a source of water on its property that it intends to use for a raw water supply and to make available to CTUB for treatment and sale of potable water to CTUB's utility customers; and,

WHEREAS, CTUB desires to obtain a water source for treatment and sale to DEVELOPER and to the other customers; and,

WHEREAS, the DEVELOPER is willing to bear the expense of making public certain water treatment and distribution facilities available to CTUB, as well as for ultimate distribution by CTUB to its customers;

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

ARTICLE I

DESIGN

Section 1.01. Owner has acquired by deed of record in the Jefferson County Clerk's Office in Deed Book 1256, Page 360, land in Middleway District, Jefferson County, West Virginia ("Development"). The Development is comprised of five (5) separate parcels of real estate, identified in the Jefferson County tax records as Map 22, Parcels 3.01, 9, 32, 34 and Map 22B, Parcel 19.02. The DEVELOPER intends to drill and construct up to three (3) groundwater wells to supply the development. The DEVELOPER also has access to existing water rights as detailed in Deed Book 1271, Page 212 that will also be used to supply the Development. The DEVELOPER hereby agrees to employ qualified professional engineers to design a raw water transmission pipeline to a water treatment plant to be constructed by the DEVELOPER, and a water main of sufficient length and capacity to provide finished metered water service to the DEVELOPER'S property ("Project"). The location of the wells, the proposed raw water line, the proposed treatment plant, and the proposed finished water line are identified on Exhibit 1 attached to this Agreement. The design of the Project shall be developed solely at the DEVELOPER'S expense and shall be designed to meet all applicable State, Federal and local regulations.

Section 1.02. CTUB shall have the right to inspect and approve, prior to the start of construction under this Agreement, the design and specifications of the Project, to ensure that the Project satisfactorily meets its objectives, is in accordance with all applicable regulations and the terms of this Agreement, minimizes leakage, and is designed using sound engineering standards. CTUB may reasonably require such revisions of said plans and specifications as it reasonably feels are necessary before giving its approval to the Project. The DEVELOPER must receive prior approval of CTUB in writing before submitting Project plans to the West Virginia Bureau of Health. CTUB shall sign all permit applications for the Project.

Section 1.03. The DEVELOPER shall, at its own expense, submit the plans and specifications to the appropriate State, Federal, and local agencies having jurisdiction over the Project for their approval. The DEVELOPER shall make such changes as are reasonably required by said agencies, at the DEVELOPER'S expense.

ARTICLE II

CONSTRUCTION AND INSPECTION

Section 2.01. The DEVELOPER will construct all of the facilities comprising the Project, including but not limited to, the raw water main, the water treatment plant, the finished water mains, trunk lines, pumping facilities and other necessary appurtenances. The DEVELOPER shall obtain, at its own expense, all necessary permits, authorizations and approvals of State, Federal, and local agencies during the construction phase and shall make such changes as are required by said agencies during this phase. The DEVELOPER shall obtain all necessary rights-of-way and take all other such actions, including but not limited to, legal action, as are necessary to complete the facilities, at the DEVELOPER'S own expense. CTUB shall take such actions as are permitted by law to aid in obtaining the necessary easements on land not owned by the DEVELOPER, including, but not limited to, legal action. The cost of any said action by CTUB shall be borne by the DEVELOPER.

Section 2.02. CTUB shall bear no financial or other responsibility for the construction of the DEVELOPER'S Project. However, CTUB shall have the right to inspect and approve, prior to the implementation of service under this Agreement, the construction of the DEVELOPER'S Project to insure that water will be satisfactorily distributed to the Development in accordance with applicable regulations and the terms of this Agreement, and that the Project is being constructed using sound engineering and construction standards, and using materials in compliance with CTUB'S standards and specifications.

Section 2.03. The DEVELOPER will be required at its expense to conduct pressure tests and water quality and safety tests in accordance with the laws of the State of West Virginia and the regulations of the State Bureau for Public Health. In conjunction with the testing and prior to placing it in service, the Project will be cleaned, flushed and disinfected in accordance with applicable standards and methods of the American Water Works Association and the West Virginia Bureau for Public Health (WVBPH).

Section 2.04. The DEVELOPER shall provide to CTUB a complete set of plans for the facilities and continually update these plans through the design and construction of the Project. Upon completion of construction, the DEVELOPER shall provide to CTUB reproducible mylars of "as built" plans for the Project.

Section 2.05. At all times during the construction of said facilities, the DEVELOPER shall maintain sole ownership of said facilities.

Section 2.06. The DEVELOPER shall, with the cooperation and support of CTUB, obtain all necessary rights-of-way, real property, easements and take all other such actions, including but not limited to, legal action, as are necessary to complete the Sewer Collection System, at the DEVELOPER'S own expense. CTUB shall, at the request of the DEVELOPER, take such actions as are permitted by law to aid in obtaining the necessary rights of way, real property or easements on land not owned by the DEVELOPER, including, but not limited to, legal actions. The cost of said actions requested by the DEVELOPER, including amounts paid to property owners for the required real estate and easements as well as all litigation costs and taken by CTUB shall be borne by the DEVELOPER.

ARTICLE III

TRANSFER OF OWNERSHIP

Section 3.01. Upon completion of the construction of the Project, the DEVELOPER shall obtain such State, Federal, and local certifications, authorizations, or approvals as required, at DEVELOPER'S expense. After said certifications, authorizations or approvals are obtained, and the facilities are completed in all respects, the DEVELOPER shall provide CTUB written notice of said completion. As used in this and subsequent Sections, "completed in all respects" includes, but is not limited to, the Project being physically complete, all engineers, materialmen, contractors and subcontractors of the DEVELOPER being paid for their work on said system, all legal disputes regarding the Project being resolved, and no outstanding liens or potential liens on said system existing.

Section 3.02. Upon receipt of the written notice described in Section 3.01, CTUB shall have 45 days to inspect the Project and all of its associated facilities and conduct any additional tests, at CTUB'S expense, as CTUB feels are appropriate and necessary to determine that the Project is functioning in accordance with the design plans. Not later than 45 days after receipt of the DEVELOPER'S notice hereunder, CTUB shall provide to the DEVELOPER, in writing, a list of changes, repairs, or additions which CTUB believes are necessary to place the DEVELOPER'S Project in good and proper working condition, and a list of other actions which the DEVELOPER must take so that the Project is complete in all respects. The DEVELOPER, at its own expense, shall make said changes, repairs and additions and take said actions which are directed by CTUB. Once said changes, repairs and additions have been made and actions taken, the DEVELOPER will provide

CTUB with an additional written notice as set forth in Section 3.01 and CTUB shall have the same rights as it had upon receipt of the initial notice.

Section 3.03. If, after receipt of the notices set forth in Section 3.01 and upon CTUB'S determination that the DEVELOPER has completed the changes, repairs and additions and actions which as directed by CTUB under Section 3.02, and CTUB further determines that the DEVELOPER'S Project is in good and proper working condition, that no other changes, repairs, or additions are necessary, and that the Project is completed in all respects, the DEVELOPER shall deliver, and CTUB shall accept, ownership of the Project, including rights-of-way, and all real property and easements (including those easements referenced in Section 1.01 and shown on Exhibit 1) necessary for the ownership, operation and maintenance of the Project. The transfer of ownership of the Project shall occur fifteen (15) days after the expiration of CTUB'S right of inspection and testing, set forth in Section 3.02 unless such transfer is delayed to a later mutually agreeable date.

Section 3.04. Upon completion of the construction of the Project, the DEVELOPER shall lease to CTUB the site upon which the water treatment facilities are located, and convey, free of all liens and encumbrances, the raw water transmission line, finished water mains for domestic service and the water treatment plant. The Lease shall be for a term of one hundred (100) years at an annual rental rate of one dollar ($1.00).

ARTICLE IV

OPERATION OF WATER WELLS

Section 4.01. DEVELOPER shall pump water from the wells for CTUB to treat and sell to its customers, an amount sufficient to serve the DEVELOPER'S potable supply requirements on the Development plus an additional amount to serve 200 equivalent dwelling units (EDUs). The DEVELOPER'S requirements on the Development and customers served by the additional amount shall be collectively referred to herein as "CTUB Customers". For purposes of this Agreement an equivalent dwelling unit shall be equal to 150 gallons per day. Any increase in the allocation to CTUB shall be subject to agreement by CTUB and DEVELOPER.

Section 4.02. DEVELOPER agrees that if it intends to seek a third party to operate and maintain its wells and pumping facilities necessary to supply raw water to its Development, it will offer to CTUB the right of first refusal to contract with the DEVELOPER for such operation and maintenance.

Section 4.03. DEVELOPER further agrees that in the event it should decide to discontinue operation of the wells or seek to transfer ownership to the wells and facilities necessary to supply raw water to its Development, it will offer to CTUB the right of first refusal to purchase said wells and facilities.

Section 4.04. If DEVELOPER desires to sell one or more of its parcels to a West Virginia Public Service Commission (WV PSC) regulated utility, then (a) DEVELOPER shall provide CTUB with a signed term sheet for such sale and (b) CTUB shall have the right to elect to purchase such parcel(s) on the terms and conditions set forth in such term sheet by giving DEVELOPER written notice within ten (10) days after CTUB's receipt of such term sheet. If CTUB fails to exercise such right to purchase or if CTUB thereafter fails to consummate such purchase for any reason whatsoever, then CTUB shall have no further rights under this Section 4.04.

Section 4.05. If DEVELOPER or DEVELOPER's assignees fails to perform its express maintenance and repairs obligations set forth in this Agreement and if such failure continues for a period of thirty (30) days (or such longer period so long as DEVELOPER or DEVELOPER's assignee is diligently prosecuting to cure the maintenance and repair obligations), then CTUB may, as its sole right, undertake such maintenance and repair in which event CTUB shall have rights to perform such maintenance at DEVELOPER's cost.

ARTICLE V
REPRESENTATIONS AND WARRANTIES

Section 5.01. CTUB represents and warrants that the execution, delivery, and performance of this Agreement by CTUB will have been duly authorized, and this Agreement by CTUB will have been duly authorized, and this Agreement constitutes a valid and binding obligation of CTUB enforceable in accordance with its terms.

Section 5.02. The DEVELOPER represents and warrants that the facilities will be designed and constructed in accordance with CTUB'S specifications, and in a proper workmanlike manner using sound principles of engineering and construction. The DEVELOPER hereby warrants the DEVELOPER'S work on said treatment, pumping facilities, storage facilities and other necessary appurtenances for one (1) year unless otherwise determined by Manufacturer Warranty from the date the facilities are placed into operation. All underground pipe in the Project will be accepted by CTUB "as is" at the time of the transfer of ownership of the Project.

Section 5.03. The DEVELOPER agrees that after transfer of ownership of the Project, or any portion thereof, to CTUB, the DEVELOPER shall pay to CTUB monthly the applicable rates established in the City of Charles Town's Water Tariff for portable water consumed by DEVELOPER. Additionally, the DEVELOPER agrees to pay a transmission fee per thousand gallons of water conveyed through the raw water transmission line monthly to cover operation and maintenance costs of the raw water transmission line in accordance with the following rates:

Up to 250,000 gallons	$0.35 per 1,000 gallons
250,000 to 500,000 gallons	$0.17 per 1,000 gallons
500,000 to 750,000 gallons	$0.12 per 1,000 gallons
Over 750,000 gallons	$0.09 per 1,000 gallons

The transmission fee will be effective upon the date of transfer of ownership. At the end of the first three (3) year period, and subsequently every three (3) years thereafter, CTUB has the right to perform a rate evaluation to ensure that the transmission fee is adequate to cover Operation and Maintenance costs of the raw water transmission line and appurtenances. The DEVELOPER shall have the right to review and comment upon any findings made by CTUB as a result of the rate evaluation.

Section 5.04. The DEVELOPER waives the right to receive an estimate of the cost of the extension.

ARTICLE VI

SUBSEQUENT CONNECTIONS

Section 6.01. The DEVELOPER shall construct one metered water service for the Development. Future subdivision or off-sale of a portion of the Development may require the construction of additional metered connection(s), including public main and/or service line extension(s) thereto, in accordance with the requirements of the Public Service Commission of West Virginia Rules and Regulations for the Government of Water Utilities, 150CSR7. Nothing in this Agreement shall be construed to require CTUB to be responsible for fees relating directly to DEVELOPER's customers.

Section 6.02. The DEVELOPER shall insure that each additional CUSTOMER connection connected to CTUB'S facilities located on the Development shall have a water meter installed prior to connection to CTUB's public water system. Said water meter, and its installation, must be approved by CTUB.

Section 6.03. The DEVELOPER hereby agrees that in the event that the DEVELOPER transfers any portion of the DEVELOPER'S property in the Development, or the ownership of the wells and facilities necessary to supply raw water to its Development, as referred to in Sections 4.02 and 4.03, to any individual, corporation, or other entity, the DEVELOPER shall require, as a term of said transfer, that said individual, corporation, or other entity assume the obligations of this Agreement.

ARTICLE VII

OPERATION OF FACILITIES

Section 7.01. DEVELOPER shall operate and maintain the wells at its expense and shall pump water to the treatment plant for CTUB to treat and sell to its customers. CTUB shall operate and maintain the raw water main and the treatment plant at its expense and in accordance with all federal, state and local regulatory requirements. The water treatment plant will be designed in accordance with the WVBPH requirements. In the event that the source water is determined to be Ground Water Under the Direct Influence of Surface Water, the plant will meet all WVBPH requirements. CTUB shall not make any construction modifications to the raw water transmission main and shall not shut down the raw water transmission main for any purpose without prior notice to the DEVELOPER other than in the event of an emergency that poses imminent risk of injury to persons, material damage to property or cessation of the operation of the facilities, as determined solely by CTUB, that necessitates raw water transmission main shut down.

Section 7.02. Except as provided in Section 5.02, after transfer of ownership to CTUB of the Project, CTUB shall be responsible for the costs of any and all operations and maintenance changes, as well as capital changes and upgrades to all federal, state and local governmental regulations. CTUB has the right, at its sole expense to expand the capacity of the treatment plant when such expansion may be necessary for public use provided that (a) CTUB performs Phase I and Phase II environmental assessments to prove that the expansion of the capacity (including the drilling of new wells) will not impair the quality of the existing water wells, (b) such expansion would not limit the yield or capacity of water products with respect to DEVELOPER's customers ; and (c) nothing herein shall preclude DEVELOPER from producing water from other wells on other

properties that DEVELOPER now or in the future may own. Should the DEVELOPER require expansion of the plant for dedicated use, assessment of Capacity Improvement Fees may apply.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

Section 8.01 Nothing in this Agreement shall be construed to make CTUB liable or responsible for any obligations of the DEVELOPER.

The DEVELOPER hereby agrees to save and indemnify and keep harmless CTUB against all liability claims and judgments or demands for damages arising from accidents to persons or property occasioned by the DEVELOPER, his agents or employees, and against all claims or demands for damages arising from accidents to the DEVELOPER, its agents or employees, whether occasioned by said DEVELOPER or his employees or by CTUB or its employees or any other person or persons and the DEVELOPER will defend any and all suits that may be brought against CTUB on account of any such accidents and will make good to, and reimburse CTUB for any expenditures that CTUB may make by reason of such accidents.

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

Section 8.02. To the extent permitted by law, CTUB hereby agrees to save and indemnify and keep harmless the DEVELOPER against all liability claims and judgments or demands for damages arising from accidents to persons or property occasioned by CTUB, its agents or employees, and against all claims or demands for damages arising from accidents to CTUB, his agents or employees, whether occasioned by said CTUB or its employees or by DEVELOPER or its employees or any other person or persons and CTUB will defend any and all suits that may be brought against DEVELOPER on account of any such accidents and will make good to, and reimburse, DEVELOPER for any expenditures that DEVELOPER may make by reason of such accidents.

Section 8.03. CTUB will not reimburse the DEVELOPER for the cost of installation or any other cost associated with the construction of the Project. The DEVELOPER expressly waives

any right to reimbursement under the Public Service Commission of West Virginia Rules and Regulations for the Government of Water Utilities, 150CSR7, Rule 7.5.5, Extension of Mains, a copy of which is attached hereto as Exhibit A and made a part hereof, and understands that CTUB'S extension of service outlined in this Agreement herein shall be construed as an exemption to Rule 7.5.5 Extension of Mains. The DEVELOPER will collect reimbursement through appropriate pricing of real estate within its development.

Section 8.04. Upon transfer of ownership to CTUB, nothing in this Agreement shall be construed to provide the DEVELOPER with any ownership or other interest in the facilities, which will become the exclusive property of CTUB.

Section 8.05. This Agreement constitutes the entire agreement between CTUB and the DEVELOPER with respect to the matters addressed and may be amended only in a subsequent writing executed by both parties.

Section 8.06. This Agreement shall be binding on all successors and assigns and may not be assigned by either party without the prior written consent of the other party.

Section 8.07. The article and section headings in this Agreement are merely for the convenient reference of the parties and shall not affect the meaning or interpretation of this Agreement.

Section 8.08. Except as required by law, neither party shall make any public disclosure with respect to this Agreement without prior written notice to, and consultation with, the other party. All documents and information exchanged between the parties in connection with this Agreement shall be kept confidential and shall be disclosed to only those individuals whose assistance in the preparation and consummation of the Agreement is in good faith deemed essential.

Section 8.09. Any notices given between the parties hereto, desired or required to be given under this Agreement, shall be in writing and shall be deemed delivered (i) when hand delivered to a party; (ii) when delivered to United States Post Office if by certified or registered mail, return receipt requested, postage prepaid; or (iii) if by national prepaid, overnight delivery service when deposited with the overnight delivery company.

(a) If to DEVELOPER to:

SIDEWINDER ENTERPRISES, LLC
Attn:
4340 Von Karmen, Suite 380
Newport Beach, CA 92660

Copy to:

(b) If to CTUB to:

CHARLES TOWN UTILITY BOARD
Attn: Kristen Stolipher, Utility General Manager
661 S. George Street, Suite 101
Charles Town, WV 25414

Copy to:

Robert R. Rodecker, Esq.
707 Virginia Street East
Suite 1500
Charleston, West Virginia 25301

Section 8.10. The parties represent and warrant that the execution, delivery and performance of this agreement by them has been duly authorized and this agreement constitutes a valid and binding obligation of the parties in force full and accordance with its terms.

Section 8.11. Should any provision of this Agreement be found to be void or unenforceable, it shall be severable from the rest of the Agreement and the remaining terms shall be enforced as if the unenforceable term had not existed.

Section 8.12. This Agreement supersedes all prior agreements between DEVELOPER and CTUB or any of their respective affiliates (written or oral) relating to the subject matter, is intended as an entire and complete statement of the terms of the Agreement between the parties and may be amended or modified only by a written instrument executed by DEVELOPER and CTUB.

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

By:_____
Its: Chairman

ATTEST:

_____
Its Clerk

SIDEWINDER ENTERPRISES, LLC

By:_____
Its: _____

ATTEST:

_____
Its Secretary

EXHIBIT A

PUBLIC SERVICE COMMISSION RULE 7.4

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

6.14.10. Effective period. -- This Plan shall remain in effect until terminated by action of the utility declaring an end to the emergency condition or until terminated by order of the Commission, whichever comes first.

6.14.11. Effective date. -- This Plan shall take effect immediately upon adoption by the utility.

6.15. Resale of water.

6.15.1. A utility customer may not resell or cause to be resold water furnished by a public utility on approved rates or contracts unless the customer is engaged in the business of distributing water as a public utility.

§150-7-7. Utility Facilities; Service Pipes; Extension of System.

7.1. Adequacy of facilities.

7.1.1. Construction and maintenance of plant. -- A utility shall at all times construct and maintain its entire plant and system in such condition that it will furnish safe, adequate and continuous service.

7.1.2. Inspection of plant. -- A utility shall inspect its plant and facilities in such manner and with such frequency as is necessary to ensure a reasonably complete knowledge as to their conditions and adequacy at all times. Such inspections must comply with the requirements of the legally applicable Minimum Federal Safety Standards (Federal Occupational Health and Safety Administration) and the standards of the Bureau for Public Health and the Department of Environmental Protection (as applicable).

7.1.3. Records of conditions. -- Records necessary for the proper maintenance of the system and in accordance with the Bureau for Public Health and the Department of Environmental Protection (as applicable), and the Minimum Federal Safety Standards shall be kept of the conditions found. In special cases, a more complete record may be specified by the Commission.

7.1.4. Records of operation. -- A utility shall keep a record of the operation of its plant, which, so far as practical, shall show sufficient details of plant operation as is necessary to substantially reproduce the daily history of its operation. The utility shall also maintain the records in accordance with the requirements of the Minimum Federal Safety Standards and Bureau for Public Health and Department of Environmental Protection (as applicable).

7.1.5. Reports to Commission. -- A utility shall, upon request of the Commission, file with the Commission a statement regarding the condition and adequacy of its plant, equipment, and facilities, and of its operations and service in such form as the Commission may require.

7.1.6. Bureau for Public Health Standards. -- All extensions, service connections and modifications to a utility's plant must meet applicable design standards established by the West Virginia State Bureau for Public Health in addition to these rules.

7.1.7. Dead ends. -- A utility should avoid "dead ends" in the utility's distribution mains so far as possible. If "dead ends" exist the utility shall provide facilities for flushing.

7.2. Utility Service Pipe.

7.2.1. Where the service pipe is required for the immediate and continuous use for general service to premises abutting the public street or right-of-way in which mains are located, the utility will furnish, install, and maintain the utility service pipe and appurtenances between the main in the street up to the

customer's point of service at or near 90 degrees to the main. Provided, all utility service pipes and appurtenances shall be installed only by the utility unless by prior written agreement.

7.2.2. The utility shall determine the location of the utility service pipe.

7.2.3. The utility will specify the size, kind, quality and location of all materials used in the utility service pipe.

7.2.4. The utility shall install and maintain, at its own cost and expense, all of the utility service pipe regardless of the side of the road on which the customer is located in reference to the main line. The utility shall designate the point of service on the customer's side of the road.

7.2.5. The utility shall not make any charge for furnishing and installing any permanent service connection, meter or other appliance necessary to deliver and measure the water furnished unless the utility has prior approval of the Commission to charge a tap fee and the same is set forth in the utility's tariff on file with the Commission.

7.2.6. The utility's service pipe shall remain under the utility's sole control and jurisdiction.

7.2.7. The customer shall not attach any fixtures to, or make any branches in, the utility service pipe between the point of service and the distribution main. Violation of this rule may result in termination of service pursuant to these rules.

7.2.8. A utility shall install temporary service connections for construction or other temporary purposes or connections for private fire service at the cost of the applicant.

7.2.9. A water utility shall adopt standard methods of meter installations where practicable and file a written description and drawings to provide a clear understanding of the requirements.

7.3. Customer Service Pipe.

7.3.1. No customer, plumber, company owner or any agent shall connect to the utility's main or to any utility service pipe, or extend the pipes therefrom to any premises for the purpose of securing water service, until application has been made therefor to the utility as provided in these rules and the utility has granted permission in writing.

7.3.2. Once a utility grants an application for service, the customer shall install and maintain the customer service pipe.

7.3.3. The utility's authorized employee shall inform the customer of the location of the point of service. The customer shall install the customer service pipe to the point of service after which the utility will install the utility service pipe from the distribution main to the point of service.

7.3.4. The customer shall also install and properly maintain in good working condition a stop and waste cock of a type approved by the utility on the customer's service pipe immediately inside the foundation wall in a readily accessible location and in a place protected from the possibility of freezing and so placed that it will shut off and drain all plumbing within any and all buildings in the premises.

7.3.5. Where the utility's service pipe is already installed to the point of service, the customer shall connect with the utility service pipe as installed.

7.3.6. The customer's service pipe shall be installed in a workmanlike manner, shall conform to

all reasonable rules and regulations of the utility, and shall be maintained by the customer at his own expense.

7.3.7. The utility will specify the size, kind, quality and location of all materials used in the customer's service pipe and the customer shall comply with those specifications.

7.3.8. A customer must maintain his service pipe in good condition and free from all leaks and defects, at the customer's cost and expense. A customer's failure to comply with this rule may result in termination of service pursuant to these Rules.

7.3.9. The customer's service pipe shall: be laid below the frost line at all points; be placed on firm and continuous earth so as to give unyielding and permanent support; and be installed in a trench at least two (2) feet in a horizontal direction from any other trench wherein gas pipe, sewer pipe, or other facilities, public or private, are or are to be installed.

7.3.10. Except in the case of long-service lines, a customer's service pipe shall not pass through or across any premises or property other than that to be served. If a property served as of September 14, 2021 is later subdivided resulting in the original customer's service pipe crossing the subdivided property that will be occupied by a new customer, the original customer and new customer must have separate service pipes. The original customer must obtain a right-of-way for the original customer's service pipe on subdivided sections of property before title of such section passes to a new owner.

7.3.11. The customer's service pipe and all connections and fixtures attached thereto shall be subject to the inspection of the utility before the water will be turned on, and all premises receiving a supply of water and all service pipes, meters and fixtures, including any and all fixtures within the said premises, shall at all reasonable hours be subject to inspection by any duly authorized employees of the utility.

7.3.12. The utility shall make changes and bear the full costs of changes in the customer's service pipe or meter location required due to changes in grade, relocation of mains, and other causes not related to the customer. The customer shall bear the full costs of changes in service pipe or meter location desired by the customer for the customer's convenience.

7.3.13. The customer shall not attach any fixtures to, or make any branches in, the customer service pipe between the point of service and the premises served. Violation of this rule may result in termination of service pursuant to Water Rule 6.8.

7.3.14. There shall be no more than one (1) customer service pipe required to serve a single premises and each premises shall be supplied through an independent customer service pipe, unless otherwise approved by the utility in writing.

7.4. Long service lines.

7.4.1. To assure the orderly development of its system, and to provide adequate service to its customers, the utility should ordinarily provide water service only at the property line of the customer requesting service, and in those instances where the utility's service does not extend to the customer's property line, the utility should construct an extension in accordance with Water Rule 7.5. In unusual and exceptional cases where the property line of the customer requesting service is an excessive distance from the existing main of the utility, and the cost to be borne by the prospective customer under Water Rule 7.5. is prohibitive, and there is no reasonable prospect of further growth and development in the area, or for any one of the above reasons, the utility may serve the customer by installing a meter in the utility's right-of-way at its main nearest the customer's property, and connecting the meter to the customer's privately owned service line. The customer shall extend his customer service line to an existing distribution main of the

utility and shall be solely responsible for service beyond the meter. The utility shall not serve other customers from a long service line.

7.4.2. If a road crossing is necessary to serve the customer, the utility shall install that portion of the line crossing under the road and shall locate the meter on the customer's side of the road; provided that the utility's distribution main lies within or adjacent to the existing road right-of-way. The customer shall be required to provide evidence to the utility that proper easements or rights-of-way have been obtained. Standards of service received by the customer shall be determined at the metering point. The customer shall not permit others to connect to the customer's water lines or receive water service from the customer's privately owned service line. In the event the utility's main is later extended to the customer's property line under Water Rule 7.5., the customer shall discontinue the use of his privately owned service line and shall pay all costs and charges authorized by the rules of the Commission and the rules and tariffs of the utility for water service from such extension, the same as if the customer had not previously laid and received service through a private service line. The provisions of this rule shall apply to all persons now or hereafter receiving water service through a privately owned service line extending from the utility's main to the property to be served.

7.5. Extension of mains to serve new customer(s) and customers currently served under Water Rule 7.4.

7.5.1. A water utility, whether publicly or privately owned, is under a public service obligation to extend its mains, and its plant and facilities to serve new customers within its service area who may apply for service.

7.5.2. The utility shall make extensions in all cases in which the public convenience and necessity require the service, construction problems are not unusual or burdensome, and the extensions appear to be economically feasible, except that a utility shall first consider an application for an alternate main extension when applicable.

7.5.3. For any proposed extension of mains to be installed by a utility, a reasonable relationship should exist between the per customer investment to serve new customers and the per customer net investment to serve existing customers.

7.5.4. A utility shall make every effort to install its distribution main in the public road right-of-way or in a utility right-of-way abutting the public road right-of-way.

7.5.5. Extensions for general water service.

7.5.5.a. The utility will respond to all inquiries regarding new water service, whether oral or written, by explaining all available options for obtaining service under these rules, including the option of an alternate main extension agreement, pursuant to Rule 7.5.8.g.

7.5.5.b. When extensions other than those made pursuant to Rule 7.5.8.g._are built, the customer pays for the customer service pipe and the utility pays for the utility service pipe.

7.5.5.c. The utility will, upon written request for service in the form of Water Form No. 4, by a prospective customer or group of prospective customers located in the same neighborhood, or a customer currently served under Water Rule 7.4., determine the necessary size of main required to give service and make an estimate of the cost of providing the requested service, using the form of Water Form No. 5, including pipe, valves, fittings, necessary materials, permits, costs incurred by the utility when the utility externally contracts for the construction of the extension, or internal labor costs, provided such internal or external costs are not recovered in existing rates, and other applicable related costs. When a road crossing(s)

is (are) necessary to serve the customer(s) requesting service, the cost estimate shall not include costs attributable to extending the main across the first road (closest to the already existing main), but shall include the costs of installing the main across a second and any subsequent road(s). The utility will provide the written estimate calculated using Water Form No. 5 to the customer in the form of Water Form No. 6, no more than forty (40) days from the receipt by the utility of the written request for service, except that the utility will provide the written estimate to the customer no more than twenty (20) days following a denial of a request for an alternate main extension agreement pursuant to Rule 7.5.8.g. The written estimate shall include an estimated construction start date and an estimated time of construction. If the prospective customer believes that any part of the estimate is unreasonable, the customer is free to pursue an informal request for assistance from the Commission staff or to file a complaint with the Commission. Further, the utility and the customer shall execute a Main Line Extension Agreement. Commission Staff may be consulted to provide assistance and sample forms. The agreement must include as an attachment a copy of this extension rule. The utility shall keep an executed copy of their agreement for at least six (6) years. The length of the extension required shall be that length required to extend from the new proposed service area to the nearest point of connection to the utility system having sufficient excess capacity to provide service at maximum demand.

7.5.5.d. Unless service is to be provided by a long service line pursuant to Water Rule 7.4., whenever the utility is required to extend service from an existing distribution main to property that does not immediately abut the utility's right-of-way or the public road that contains the distribution main, the extension shall be considered a main extension and cost responsibility shall be determined under Water Rule 7.5.5.

7.5.5.e. Where the cost of the extension does not exceed the estimated total net revenue, as calculated below, from hydrants and prospective customers whose service pipes will immediately be connected directly to the extension and from whom the utility has received applications for service upon forms provided by the utility for this purpose, the utility will install, at its own cost and expense, the necessary extension; provided that the patronage or demand will be of such permanency as to warrant the capital expenditure involved.

7.5.5.e.1. Net annual revenue shall be gross annual revenue minus an amount equal to the excess usage leak adjustment rate approved for the utility times the applicant's usage used for purposes of this rule, with this difference further reduced for any revenue based taxes.

7.5.5.e.2. The utility will base revenue on the average usage by customer class at the time of the extension, unless circumstances of the applicant show this would result in significant error. For non-residential units, the utility will base annual revenue on typical consumption for comparable units published by the American Water Works Association.

7.5.5.e.3. Estimated total net revenue for private, for profit, utilities will be initially calculated as six (6) times estimated net annual revenue. Each such utility shall file for a line extension multiplier within twelve (12) months of the effective date of these rules.

7.5.5.e.4. The utility-specific line extension multiplier for private, for-profit, utilities shall be based on one (1) divided by the utility's net fixed charge rate. The net fixed charge rate shall equal a function of the utility's weighted cost of capital, applicable income tax rates, and the Commission approved depreciation accrual rate.

7.5.5.e.5. Estimated total net revenue for associations, municipal, and public service district utilities will be calculated as five (5) times estimated net annual revenue. If the Commission approved excess leak adjustment for the utility fails to include all of the incremental costs of serving a new customer that should properly be netted out from the total revenues of the utility, the utility may apply to

the Commission for a determination of the proper amount to be deducted from gross revenues to arrive at an appropriate determination of net revenue.

7.5.6. Extensions beyond the limit of utility-financed extensions of general water service and public fire service.

7.5.6.a. If the utility-estimated cost of the proposed extension required in order to furnish general water service exceeds the utility's estimate of total net revenue as determined by Water Rule 7.5.5.d., the utility will make the extension if the applicant or the applicant's authorized agent contracts for the extension and deposits in advance with the utility the estimated cost of the extension over and above the limit of the utility-funded portion of the extension. The utility shall not pay nor be liable for any interest on such cash deposits. The utility shall make the extension after receiving the cash deposit. The utility shall, for each bona fide new customer who, within a period of ten (10) years from the making of such extension, directly connects to the extension between its original beginning and the original terminus, refund to the original depositor(s), an amount equal to the estimated total net revenue of the new customer as determined by Water Rule 7.5.5.d., but in no event shall the aggregate refund made to the depositor(s) exceed the original deposit. Provided that associations, public service districts and municipal water utilities may elect to refund the estimated amount over a period of five (5) years making payments no less frequently than every six (6) months.

7.5.7. Alternate depositor-financed extension plan.

7.5.7.a. Qualifying utilities. -- The above requirements notwithstanding, the utility may decline to finance the portion of a requested extension that would be utility-funded if it can demonstrate that it has no prospect of any reasonable internal or external financing through commercial loans, grants, or through an installment arrangement with an entity installing the extension or providing the necessary materials.

7.5.7.a.1. If the utility declines to finance the portion of a requested extension that would be the financial responsibility of the utility, the utility shall file for a waiver of the extension rule within sixty (60) days of the written request.

7.5.7.a.2. Before filing for a waiver, the utility must first estimate the extension costs.

7.5.7.a.3. A request for a waiver by a utility shall be accompanied by supporting documentation justifying its request, including cost estimates, documentation of inability to finance, internally or externally, through commercial loans, grants or an installment arrangement with an entity installing the extension or providing the necessary materials, and the proposed agreement.

7.5.7.a.4. If the Commission finds that the utility has reasonably declined to finance the portion of the requested extension that would otherwise be utility-funded, the Commission shall authorize the use of the alternate depositor-financed extension plan as described below.

7.5.7.b. Description of alternate depositor-financed extension plan. -- Under the alternate depositor-financed extension plan, the utility shall make the extension after:

7.5.7.b.1. receiving a cash deposit equal to the full amount of the extension cost; and

7.5.7.b.2. agreeing to give the depositor(s), who is a customer, a monthly bill credit totaling one hundred percent (100%) of the actual net bill(s) from the date service is initiated and until the total credits given equal the estimated total net revenue as defined in Water Rule 7.5.5.d.; and

7.5.7.b.3. agreeing to refund to the original depositor(s) an amount equal to the estimated total net revenue as defined in Water Rule 7.5.5.e. of each bona fide customer, other than the depositor(s), who, within a period of ten (10) years from the construction of the extension, directly connects to the extension between its original beginning and the original terminus. The refund may be spread out over a five (5) year period with the utility making payments no less frequently than every six (6) months. The refunds shall continue until the total refunds given equal the estimated total net revenue as defined in Water Rule 7.5.5.d.

7.5.7.c. In no event shall the total refund made to the depositor(s) under Water Rule 7.5.7. exceed the original deposit of the depositor(s).

7.5.7.d. The utility shall not pay nor be liable for any interest on the cash deposits associated with line extensions.

7.5.8. General Provisions.

7.5.8.a. If the actual cost of the extension is less than the estimated cost, the utility will refund the difference as soon as the actual cost is ascertained, but in no event later than ninety (90) days after completion of construction of the extension. When the actual cost of the extension exceeds the estimated cost, the utility will bill the depositor for the difference between the estimated and the actual cost. The utility will not pay interest on the applicant's payment or on any balance that is refunded.

7.5.8.b. In estimating the cost of an extension, the utility will base the estimate on the diameter of the pipe to be used; provided that the estimated cost to the customer or customers shall not be based on a pipe diameter greater than the diameter of the main from which the extension is to be made, unless actual consumption estimated for the proposed customer or customers requires a larger pipe.

7.5.8.c. Extensions made under this rule shall be and remain the property of the utility.

7.5.8.d. The utility reserves the right to further extend its distribution mains from and beyond the extension made under this rule, and the depositor or the depositor's agent paying for an extension shall not be entitled to any refund for customers attaching to such further extension or branch mains.

7.5.8.e. In determining the length of water line to be installed in an urban area when land is subdivided into lots, the main, or water line (if installed by an entity other than a utility), shall be extended to fully cover the frontage of the property, and if the last lot to be served is a corner lot the terminal point of the extension made hereunder shall be located so that the water line ties in with the intersecting street. If there is no main located in the intersecting street, the terminal point of the extension shall be located at the nearest street line of the intersecting street. In rural areas or open land areas, the extension required will be that length necessary to adequately serve the applicant.

7.5.8.f. Before water lines are laid in any new subdivision, the road surface shall be brought to the established sub-grade as determined by the agency having jurisdiction.

7.5.8.g. Alternate Main Extension Agreements.

7.5.8.g.1. A utility may enter into an agreement with an applicant that complies with the Commission approved checklist attached hereto as Water Form No. 7, providing an alternate plan for a main extension. Commission Staff may be consulted to provide assistance and sample forms.

7.5.8.g.2. An applicant desiring to enter into an alternate main extension agreement should submit a written request to the utility.

7.5.8.g.3. A utility will, within twenty (20) days of receipt of the written request to enter into an alternate main extension agreement, consider the request and submit a response to the applicant indicating the utility's approval or denial of the request.

7.5.8.g.4. If the utility denies the request to enter into an alternate main extension agreement, the utility will provide the applicant with a detailed explanation of its decision and explain the available options for obtaining service under these rules. If the applicant believes that a denial is unreasonable, the applicant is free to pursue an informal request for assistance from the Commission staff or to file a complaint with the Commission.

7.5.8.g.5. In providing an alternate plan for main extensions a utility may not discriminate between customers whose service requirements are similar.

7.5.8.g.6. An alternate main extension agreement shall be filed with and approved by the Commission prior to implementation or execution of the agreement by any of the parties. The agreement shall include the name, address and phone number of the parties to the agreement. The agreement shall also include a provision explaining why the utility is not funding the extension. The agreement must attach a copy of Water Rule 7.5 and a statement signed by the prospective customer that the customer has reviewed and understands the provisions of Water Rule 7.5.7. which entitle a customer to refunds and that the customer knowingly waives such rights, if applicable. Failure to obtain Commission approval will result in the loss of the right to obtain reimbursement from the utility. If an entity other than the utility constructs the extension, upon completion of construction and proper utility inspection of the extension, the utility shall initiate service only after proper transfer of title to all facilities including property, plant and rights-of-way incidental to the furnishing of utility service.

7.5.8.h. Contract for service. -- A utility is not required to make free extensions or refunds as described in this rule unless those to be served by such extension shall guarantee to the utility that they will take water service at the premises within thirty (30) days after water service is available or as otherwise mutually agreed in a user's agreement.

7.5.8.i. Construction conditions. -- A utility will undertake construction of line extensions, as provided in this rule, promptly after all applications are completed, necessary right-of-way agreements or rights of entry are delivered to the utility, and all prospective customers have signed contracts.

7.5.8.j. Right-of-Way.

7.5.8.j.1. If construction of an extension involves the acquisition of a private right-of-way, then the prospective customer shall attempt to secure the right-of-way and deliver it to the utility free of cost before construction of the extension begins.

7.5.8.j.2. If, however, it is not reasonably possible for the prospective customer or customers to secure the right-of-way, and the construction of an extension involves the utility's incurring expense for right-of-way easements, either by purchase or condemnation, the utility will add those costs to the total cost of the extension.

7.5.8.j.3. As a condition to obtaining a main extension, property owner or developer must grant the utility the necessary easements to allow the utility to make future extensions into unserved areas. The property owner or developer will grant the necessary easements without requiring the utility to pay additional consideration for the additional easements to the property owner or developer. If the property owner or developer is unwilling to grant the additional easements, the utility shall not be required to extend its main to serve the property owner or developer.

7.5.8.k. Upon the proper filing of a Tariff Rule 42A, 42R, 42T, 19A, or 19R rate case or a certificate case filed pursuant to W. Va. Code §24-2-11 by the utility, the utility may seek to include in its tariff a Capacity Improvement Fee, Capacity Assurance Fee or such other fee or charge designed to raise capital to cover the cost of future capacity expansion to be assessed against customers or entities creating those costs.

7.5.9. Community infrastructure investment agreements with municipal utilities and public service districts.

7.5.9.a. Municipal utilities and public service districts may enter into "community infrastructure investment agreements" in accordance with the provisions of W. Va. Code §22-28-1 et seq.

7.5.9.b. A utility that has entered into "community infrastructure investment agreements" pursuant to W. Va. Code §22-28-1 et seq. shall maintain separate books and records for the project areas involved in the agreements. For purposes of this section, the project areas for which separate books and records are required include plant upgrades and stand alone systems.

7.5.9.c. A utility that has entered into "community infrastructure investment agreements" pursuant to W. Va. Code §22-28-1 et seq. shall file (i) a copy of the certificate of appropriateness, (ii) a copy of the community infrastructure investment agreement, and, if necessary, (iii) a new tariff containing rates applicable to the new service area. The utility shall file the required documents with the Commission no later than thirty (30) days of the date the project is transferred to the utility.

7.5.9.d. If rates for the new customers served by a public service district project are higher than the rates for the public service district's existing customers, the public service district shall, within ninety (90) days of the date the project is transferred to the public service district, make a formal rate application with the Commission in order to justify the higher rates to the new customers. A municipality shall enact an ordinance increasing rates, if necessary, within ninety (90) days of the date the project is transferred to the municipality.

7.6. Water Losses.

7.6.1. Each utility shall determine either by actual measurement or by estimate the amount of "Water Losses" as defined in Water Rule 3.17. in each division of its system and report, separately, to the Commission in its annual report. If the reported Water Losses are in excess of fifteen percent (15%) of the water supply delivered into the transmission and distribution system on an annual basis, the utility will state the remedial actions it proposes to take. A utility may seek assistance from the Commission regarding remediation of water losses in excess of fifteen percent (15%).

7.7. Cross connections and back flow prevention regulations.

7.7.1. See West Virginia Bureau for Public Health legislative rules pertaining to cross-connections and backflow prevention codified at 64CSR15 (effective March 13, 2004).

7.7.2. All utilities that have adopted a standard or uniform cross-connection and backflow program pursuant to §64-15-8.2 of the *West Virginia Code of State Rules* must file the details of such programs with the Commission. Such programs will be approved as filed unless it can be shown that the program violates an existing Commission rule.

7.8. Standard pressure.

7.8.1. The utility shall ensure that every utility customer receives a "standard pressure" within the Commission-established minimum and maximum pressure limits. When possible, a "standard pressure" shall be calculated as the static pressure based on the difference in elevation between the base of the storage tank and meter box or point of service. Where this method of calculating a customer's "standard pressure" is not practical, the utility will use the actual engineering design of the system or common engineering methods to determine the "standard pressure" at the point of service. A utility shall not allow pressure to fluctuate more than fifty percent (50%) above or fifty percent (50%) below such "standard pressure" during normal operating conditions. Pressure variations outside the limits specified are not a violation of this rule if they are infrequent and arise from unusual or extraordinary conditions, or arise from the operation of the customer's equipment. This rule shall be interpreted to permit a different "standard pressure" calculation for each customer due to varying elevations.

7.8.2. A utility should establish an elevation in each pressure district above which it cannot provide the minimum pressure required by this rule. A utility shall post notice of that elevation in a prominent place in the public offices of the utility. A utility may furnish new service to customers above this elevation if the customer is fully advised of the conditions under which average service may be expected, and the customer's agreement is secured in writing. The utility may require in the agreement that its terms shall be binding on future customers served at the same location under similar circumstances; provided that the agreement be recorded with the appropriate county clerk. This waiver shall not prevent the Commission from requiring a better service when, upon investigation, it appears that improvements should be made.

7.8.3. A utility shall not make changes to the standard pressure or pressures adopted for its customers without the approval of the Commission.

7.8.4. A customer's pressure shall be no less than twenty (20) p.s.i. at peak demand on system or thirty (30) p.s.i. static pressure at the terminus of the utility's service line (meter box or curb box) unless the customer has waived this requirement. For all new customers desiring service on and after October 24, 2003, a customer's pressure shall be no greater than one hundred thirty-five (135) p.s.i. unless the customer has waived this requirement. The utility shall keep on file all the aforesaid waivers, in accordance with Water Rule 4.1.

7.9. Quality of water.

7.9.1. Purity. -- All water furnished by a utility for domestic use, shall be pure, wholesome, potable and in no way dangerous to the health of the consumer.

7.9.2. Health Department. -- Every water utility shall comply with the rules of the Bureau for Public Health governing purity of water, testing of water, operation of filter plants and such other rules they may prescribe, pursuant to law, having as their ultimate end the purity of water.

§150-7-8. Inspections and Tests.

8.1. Meter testing facilities and equipment.

8.1.1. Testing facilities. -- A utility shall provide or have access to laboratory meter-testing facilities that are necessary to perform the tests required by these rules or by orders of the Commission. The testing facilities are subject to the approval of the Commission, and shall be available at all times for inspection or use by any member or authorized representative of the Commission.

8.1.2. Tests required; Reports to Commission. -- A utility shall, as a minimum requirement, conduct the tests required by these rules with such frequency, and in such manner, and at such places as provided herein or as may be approved or ordered by the Commission. A utility shall make yearly reports,

in accordance with the requirements of the Commission, in the annual report, of meter tests, number of customers and amount of refunds. These reports must be filed not later than thirty (30) days after the expiration of the period covered by the reports.

8.1.3. General testing equipment. -- A utility furnishing metered water service shall own and maintain the equipment necessary to accurately test all types and sizes of meters employed for the measurement of water unless the utility has made arrangements to have the testing done in a shop or laboratory containing equipment acceptable to the Commission. The utility shall promptly report in writing to the Commission all alterations or repairs to meter testing equipment that might affect the accuracy or method of operation of such equipment.

8.1.3.a. The utility shall hold for all testing instruments and other equipment, a certificate signed by a proper authority giving the date when the instrument was last certified and adjusted, and certificates, when superseded, shall be kept on file in the office of the utility.

8.1.3.b. Shop testing equipment. -- Testing equipment shall consist of calibrated tanks large enough to hold the equivalent volume needed to move the test dial one or more complete revolutions. It is recommended that the calibrated tanks hold not less than the quantity needed to test meters in accordance with the test requirements of the American Water Works Association (AWWA) found in the Water Meters Section of Manual M6, Denver (1986). The equipment shall have the proper valves, gauges, and flow devices to determine the flow rate in gallons per minute and to check the pressure on the intake side of the meter.

8.1.3.c. Field testing equipment "Prover Meter". -- Testing equipment shall consist of a calibrated meter(s) with proper discharge valves and gauges to adjust the flow on the outlet side of the prover meter. The utility shall test and calibrate the field testing equipment against a certified calibrated tank not less than once each year, or more frequently if circumstances warrant, and ensure that a record of testing accompanies the field test equipment when in use. It is recommended that the test record be plotted as an accuracy curve in graph form so that operating error may be determined easily. The error of the prover meter as a correction factor when computing final accuracy of meters tested in place by using the following formula:

$$\text{TESTED METER ACCURACY} = \frac{MV}{PV} \times PA$$

where: MV= volume recorded on meter tested
PV = volume recorded on prover meter
PA = accuracy of prover meter at tested flow rate (in %).

8.2. Tagging, sealing and capping meters.

8.2.1. Tagging meters. -- A utility shall maintain a record of each meter showing the type, brand, serial number, registration reading, test date, flow rates, and test results. A utility shall maintain this record, which may be kept on paper or electronically, after installation of the meter and for so long as the meter remains in service.

8.2.2. Sealing meters. -- The meter tester performing a test shall seal all meters in which the accuracy can be adjusted or which could otherwise be easily altered or tampered with at the time of the test. Pulse generator remote type meters shall have the remote counter sealed.

8.2.3. Capping meters. -- A utility will place caps on the inlet and outlet ports of all meters removed from service and awaiting testing. A utility will cap and seal all meters that have been tested and

sealed or are ready for installation until installed.

8.3. Accuracy requirements for water meters.

8.3.1. Installation accuracy. -- Before a utility installs a water meter for the use of any customer, whether new, repaired, or removed from service for any cause, the utility shall ensure that the meter is in good order and is adjusted or repaired to be as nearly correct as is commercially practical. However, a manufacturer's certified test may be accepted in lieu of utilities' test of new meters of the positive displacement type.

8.3.2. Whenever, on installation, periodic or any other test, a utility finds a meter to exceed a limit of two percent (2%) fast or slow, the utility must adjust the meter to register as nearly one-hundred percent (100%) as is commercially practicable. For displacement, multi-jet, propeller, and turbine meters, the normal test-flow-percent accuracy shall be the average of the accuracy results at the intermediate and maximum test-flow rates. For compound and fire-service meters, the normal test-flow-percent accuracy shall be the average of the accuracy results at the maximum test-flow rate of the main line meter and the intermediate and maximum test-flow rates of the bypass meter.

8.3.3. After a utility makes all necessary repairs, adjustments and final tests so that the meter registers accurately, the utility shall seal the meter. It is recommended that all meters of the disc or displacement type, two inch (2") or less in size, be tested before being installed on the premises of any customer.

8.3.4. A utility shall always test a meter of the turbine type, two inch (2") and larger, after installation. A utility shall install these meters with a "Test Tee" and valve for use in testing.

8.3.5. Meters of the turbine type can be tested and calibrated more accurately in place. The accuracy of turbine meters is affected by changes in distribution of velocities through the meter. Such variation of velocity may occur to an appreciable degree through change of nature of inlet piping.

8.3.5.a. A Commission certified meter prover shall perform all tests to determine the accuracy of registration of any water meter.

8.3.6. Meter Test Flow. -- Flow rates shall be in accordance with "American Water Works Association" standards.

8.3.7. Tests -- How Made. -- The testing procedures shall be in accordance with American Water Works Association standards.

8.4. Periodic test.

8.4.1. Meters shall be periodically tested as follows:

3/4" or less in size at least once every 10 years.
1" in size at least once every 7 years.
1-1/4", 1-1/2", 2" in size at least once every 5 years.
3" in size at least once every 3 years.
4" and larger in size at least once each year.

8.4.2. "Periodic test periods" for testing meters in the system of utilities supplying water of high turbidity, or of peculiar characteristics, will be determined by the Commission from time to time.

8.4.3. The time frame for periodic tests may be modified by the Commission from time to time upon the submission of evidence by the utility to substantiate any request for modification.

8.5. Request tests.

8.5.1. Action required. -- If any customer requests in writing to the utility a test of the accuracy of his or her meter, and the meter is not due for periodic testing, the utility shall notify the customer of the conditions under which the test will be made by the utility or by a referee. If the customer requests that the utility proceed with the test and remits an amount equal to the estimated cost to be incurred by the utility, but not less than ten dollars ($10), the utility shall make the test promptly. The meter tester shall provide a report giving results of the test to the customer and the utility, and a complete record of the test shall be kept within the applicable Division of the Commission. If, when tested, the meter is found to be more than two percent (2%) in error, the utility will refund the amount advanced to the customer. If the meter is not found to be more than two percent (2%) in error, the utility shall retain the amount advanced by the customer for the test.

8.5.2. Customer's privilege. -- A customer may be present when the utility conducts the test on the customer's meter or, if the customer desires, may send an expert or other representative appointed by the customer.

8.5.3. If the customer files a complaint with, or makes a request for assistance from, the Commission regarding the accuracy of his or her meter, the Commission will notify the utility and the utility shall have a representative present to remove the meter and assist a Commission inspector with the test. This test shall be made at the expense of the utility.

8.5.4. Report to customer. -- Within ten (10) days after the completion of the test, a utility will provide to the customer a report giving the name of the customer requesting the test, the date of the request, the location of the premises where the meter had been installed, the type, make, size and serial number of the meter, the date of removal, the date tested, and the result of the test.

8.6. Meter testers.

8.6.1. Meter tester required. -- A utility shall have in its employ or have access to the services of one or more competent meter testers whose duty is to perform tests to determine the accuracy of the utility's meters.

8.6.2. Certification of meter tester. -- A utility desiring to certify an employee as a meter tester must secure a qualification card from the Commission in the form of Water Form No. 9; have same executed by the applicant and returned to the Commission; together with a certification by a responsible representative of the utility as to the facts contained on the card. The Commission will then schedule a certification test consisting of a written examination and demonstration test of the applicant's meter testing skills on certified testing equipment. If the applicant's qualifications are satisfactory, the Commission will then issue a card to the employee in the form of Water Form No. 10, authorizing the employee to test meters of the type and size shown on the card.

8.6.3. Experience required. -- No employee of a utility is authorized to test meters unless the employee has had at least six (6) months' experience in a utility water-meter shop, or equivalent experience, part of which time must have been spent working on the type meter for which authority to test has been requested. All tests must be made by an authorized meter tester.

8.6.4. Reports to Commission.

EXHIBIT 1

DEVELOPER'S PROJECT

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

INTEGRITY FEDERAL SERVICES
CIVIL ENGINEERING • LANDSCAPE ARCHITECTURE • PLANNING
148 S. Queen Street, Suite 201 • Martinsburg, WV 25401 • Phone: 304-725-8456 • www.ifs-ae.com

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REVISIONS

WATER TREATMENT PLANT PARCELS AND LAYOUT EXHIBIT

SIDEWINDER ENTERPRISES LLC

JEFFERSON COUNTY, WEST VIRGINIA

SCALE:	HORIZ.: 1"=1000' VERT.:
DATE:	MARCH 5, 2024
JOB:	3138-0201
DRAWN:	CHECK:
CADD:	
NCS:	
SHEET:	1 OF 1

FORM MM-109 Revised 05-17-2023

West Virginia Department of Transportation
Division of Highways
Right of Way Entry Permit Application

PERMIT NO. 5-23-0664U

By signing below, APPLICANT agrees to all terms and conditions (see page 2) associated with this permit to enter upon, under, over, or across the state road right(s) of way of the State of West Virginia.

Applicant: Charles Town Utility Board

Address: 661 S George St., Suite 101 City: Charles Town State: WV Zip: 25414

Phone Number: 304-725-2316 Email: tmarkley@ctubwv.com

Route Type: ☐ US ☑ WV ☐ County ☐ Interstate ☐ HARP Route Number: 51 Milepost: ____ County: Jefferson

Latitude/Longitude at/along Roadway (in decimal degrees): 39.3038*, -77.9900*

Description of Work: Construction of approx. 7,080 LF of 12" PVC W/L in the DOH ROW beginning at the trailer park on Russell Way along WV Rte. 51. Line will run in the DOH ROW along WV 51 to WV 1/7. The line then runs along East Street to Grace Street where it then runs to the entrance of the property along WV Rte. 1/8. Mill and overlay will be required along Grace Street.

Length of Installation: 7,080 Estimated Construction Duration: 6 Months

DOH Project Number/Name (if applicable): ____

Inspection Fees (must check one):

☐ For any inspection fees incurred under this permit
☑ At $0.85 per linear foot of water line installed under this permit
☐ At $3.37 per linear foot of sewer line installed under this permit

CALL BEFORE YOU DIG
1-800-245-4848
MISS UTILITY OF WV

Applicant: [signature] Applicant Title: Engineering Technician

Applicant Printed Name: Travis Markley Date: 8/23/2023

DOH Reviewer: [signature] DOH Reviewer Title: Utility Supervisor

DOH Approver: [signature] FOR DOH Approver Title: District Engineer/Manager

DEPOSIT/BOND REQUIRED: ☒ YES ☐ NO DEPOSIT/BOND AMOUNT: $ 25,000.00
☐ Check Attached ☐ Bond Attached ☒ Bond On File BOND NUMBER: 105344361 DATE: 10-11-11

INSPECTION: ☐ By Owner/Consultant ☐ By Division ☐ Periodic
☐ Full Time ☒ Part Time ☐ No Cost
☒ Reimbursable (Authorization PW1207R)

PERMIT ISSUE DATE: APPROVED
SEP 08 2023
WVDOT
D-5 UTILITIES

CHARLES TOWN UTILITY BOARD

Wednesday, August 13, 2025

Special Meeting

661 South George Street
Charles Town, WV 25414

25-0263-W-C – West Virginia American Water Complaint Case

CHARLES TOWN UTILITY BOARD

Wednesday, August 13, 2025

Special Meeting

661 South George Street
Charles Town, WV 25414

Renewal and Replacement Project - Change Order No. 9

Attachments:

Change Order 9.pdf

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Change Order No. 9

Date of Issuance:	7/30/2025	Contract Effective Date:	September 8, 2022
Owner:	Charles Town Utility Board	Owner's Contract No.:	1
Contractor:	Alvarez Contractors, Inc.	Contractor's Project No.:	N/A
Engineer:	GD&F Engineers, Inc.	Engineer's Project No.:	20045
Project:	Charles Town WWTF Improvements	Contract Name:	N/A

The Contract is modified to credit the total remaining QC Allowance ($33,000) for the item shown in the attachments.

Attachments: Repair of Booster Pump Piping by SG Plumbing, Paid by CTUB ($1,139.75)

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES *[note changes in Milestones if applicable]*
Original Contract Price: $ 10,151,000.00	Original Contract Times: Substantial Completion: June 24, 2024 Ready for Final Payment: September 22, 2024 days or dates
[Increase] [~~Decrease~~] from previously approved Change Orders No. 1 to No. 7: $ 813,711.07	[Increase] [Decrease] from previously approved Change Orders No. 1 to No. 7: Substantial Completion: 221 days Ready for Final Payment: 152 days days
Contract Price prior to this Change Order: $10,964,711.07	Contract Times prior to this Change Order: Substantial Completion: January 31, 2025 Ready for Final Payment: May 1, 2025 days or dates
[~~Increase~~] [Decrease] of this Change Order: $34,139.75	[Increase] [Decrease] of this Change Order: Substantial Completion: Ready for Final Payment: days or dates
Contract Price incorporating this Change Order: $ 10,930,571.32	Contract Times with all approved Change Orders: Substantial Completion: January 31, 2025 Ready for Final Payment: May 1, 2025 days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: [signature]	By:	By: Doug Walker
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: Sr. Env. Engineer	Title:	Title: Vice President
Date: 7/30/2025	Date:	Date: 8/4/25

Approved by Funding Agency (if applicable)

By: Date:

Title:

BILLING ADDRESS

CHARLES TOWN WASTEWATER TREATMENT PLANT
661 SOUTH GEORGE STREET

CHARLES TOWN, WV 25414
Phone: 304-725-2316 Fax: 304-725-7150

PURCHASE ORDER

PO# ASJP2606 Date 4/15/2025

VENDOR

SG PLUMBING
PO BOX 407

KEARNEYSVILLE, WV 25430
Phone: Fax:

SHIP TO

CHARLES TOWN WASTEWATER TREATMENT PLANT
842 SOUTH GEORGE STREET

CHARLES TOWN, WV 25414
Phone: 304-725-2316 Fax: 304-725-7150

Quantity	UOM	Item - Description	Unit Price	Ext Price
1.00	657263	Miscellaneous - REPLACED GAUGES ON BOOSTER PUMP, INSTALLED SHUT OFF VALVE	$820.00	$820.00
1.00	657263	Miscellaneous - REPAIRED LEAK ON 2" WATER SERVICE LINE THAT SUPPLIES NEW BELT PRESS BUILDING	$1,139.75	$1,139.75

Taxable: No
Tax Exempt #: 320280357

Ship Via:
Requested Ship Date: 4/15/2025

Date Complete:

Approval

KRISTEN STOLIPHER

Subtotal:	$1,959.75
Tax:	$0.00
S & H:	$0.00
Total:	**$1,959.75**

Reimburse by Alvenz for their portion?

INVOICE

SG PLUMBING, INC.
PO Box 407
KEARNEYSVILLE, WV 25430

sgplumbingwv@aol.com
+1 (304) 725-0968

Charles Town Utility Board (USE)

Bill to
Charles Town Utility Board
661 South George Street
Charles Town, WV 25414

Ship to
Charles Town Utility Board
661 South George Street
Charles Town, WV 25414

Invoice details
Invoice no.: 18999
Terms: Due on receipt
Invoice date: 04/14/2025

P.O. Number: Sewer Plant

#	Date	Product or service	Description	Amount
1.	04/11/2025	**Services**	CTUB: Replaced gauges on booster pump and installed shut off valve on 2" water service line that feed old belt press building supplying copper pipe, ball valve, copper fittings, gauges, materials and labor needed. Materials $445.00 Labor $375.00	$820.00
2.	04/11/2025	**Services**	Alvarez: Repaired leak on 2" water service line that supplies water to new belt press building supplying 2" copper pipe, 2" union, 2" adapters. 2" fittings, materials and labor needed. Materials $789.75 Labor $350.00	$1,139.75

Total **$1,959.75**

Ways to pay

View and pay

CONSENT OF SURETY TO FINAL PAYMENT

AIA Document G707

OWNER	☐
ARCHITECT	☐
CONTRACTOR	☐
SURETY	☒
OTHER	☐

Bond No. 014224066

TO OWNER:
(Name and address)

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

ARCHITECT'S PROJECT NO.:

CONTRACT FOR: Charles Town Wastewater Treatment Plant Improvements, Jefferson County, WV

CONTRACT DATED: September 8, 2022

PROJECT:
(Name and address)

Charles Town Wastewater Treatment Plant Improvements, Jefferson County, WV

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

, SURETY,

on bond of
(Insert name and address of Contractor)

Alvarez Contractors, Inc.
137 N 3rd Street
Oakland, MD 21550

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to
(Insert name and address of Owner)

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

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: August 4, 2025
(Insert in writing the month followed by the numeric date and year.)

Liberty Mutual Insurance Company
(Surety)

(Signature of authorized representative)

Kimberly L. Miles, Attorney-in-Fact
(Printed name and title)

Attest:
(Seal):

Tammy S. Selbe, Witness to Surety

POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint **Kimberly L. Miles** all of the city of Charleston, state of WV its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bonds, undertakings, recognizances, contracts of indemnity, and all other surety obligations related thereto, the execution of which shall be binding upon the Companies as if it had been duly signed and executed by its own officers:

Principal Name: Alvarez Contractors, Inc.

Obligee Name: Charles Town Utility Board

Surety Bond Number: 014224066 **Bond Amount:** See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 4th day of August, 2025.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
Nathan J. Zangerle, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 4th day of August, 2025, before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-infact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 4th day of August, 2025.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

CONTRACTORS AFFIDAVIT
EVIDENCE OF PAYMENT AND RELEASE OF LIENS

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

PROJECT: Charles Town Wastewater Treatment Plant
Improvements Project

PROJECT NO.: Liberty Mutual Insurance Co. Bond # 014224066

CONTRACT DATE: September 8, 2022

For and in consideration for the receipt of final payment in the amount of $ 221,904.47 under and pursuant to The Charles Town Wastewater Treatment Plant Improvements Project, the undersigned hereby releases the City of Charles Town and the Charles Town Utility Board from any and all obligations whatsoever arising under said contract. This affidavit of Contractor includes all labor, services, material and equipment for which a lien could be filed; and certifies that all payrolls, material and equipment bills, and other indebtedness connected with the work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied.

EXCEPTIONS: None Taken

CONTRACTOR:

Alvarez Contractors, Inc.
PO Box 94
Spring Dale, West Virginia 25986

BY: Gary Walker
(Signature of Authorized Representative)

Gary Walker, VP
(Printed Name and Title) (Seal)

DATE: 8/4/25

CHARLES TOWN UTILITY BOARD

Wednesday, August 13, 2025

Special Meeting

661 South George Street
Charles Town, WV 25414

Renewal and Replacement Project - Pay Application No. 31

Attachments:

Pay App 31.pdf

CHARLES TOWN UTILITY BOARD
2022 RENEWAL AND REPLACEMENT PROJECT

RESOLUTION NO. 31

RESOLUTION OF THE CITY OF CHARLES TOWN UTILITY BOARD APPROVING INVOICES RELATING TO THE CONSTRUCTION AND OTHER SERVICES FOR THE 2022 CHARLES TOWN WASTEWATER TREATMENT PLANT IMPROVEMENTS PROJECT AND AUTHORIZING PAYMENT THEREOF,

WHEREAS, the City of Charles Town Utility Board (CTUB) has reviewed the invoices attached hereto and incorporated herein by reference relation to the project:

a) That none of the items for which payment is proposed to be made has formed the basis for any disbursement theretofore made.

b) That each item for which the payment is proposed to be paid is or was necessary in connection with the Project and constitutes a cost of the project.

c) That each of such costs has been otherwise properly incurred.

d) That the payment for each of the items proposed is due and owing.

NOW, THEREFORE, BE IT RESOLVED the City of Charles Town Utility Board that the payment of the attached Contractor's Application for Payment No. 31 as summarized below, is hereby authorized and directed.

Vendor	Capacity Improvement Fee Fund	Operating Fund	Total
Alvarez Contractors, Inc.		$221,904.47	$221,904.47
Total		**$221,904.47**	**$221,904.47**

ADOPTED BY the City of Charles Town Utility Board, at the meeting held on the 13th day of August 2025.

By: _____
Micheal George, Chairman

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Contractor's Application for Payment No. 31

	Application Period: 6/01/25-6/30/25	Application Date: 6/30/2025
To (Owner): CHARLES TOWN UTILITY BOARD	From (Contractor): ALVAREZ CONTRACTORS, INC.	Via (Engineer): GWIN, DOBSON & FOREMAN INC.
Project: CHARLES TOWN WASTEWATER TREATMENT PLANT IMPROVEMENTS PROJECT	Contract: CONTRACT #1	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.:

Application For Payment

Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
CO 1	$498,183.42	
CO 2	$41,179.57	
CO 3	$90,351.00	
CO 4	$76,494.00	
CO 5	$27,066.00	
CO 6	$23,071.00	
CO 7	$57,366.08	
CO 8		$34,139.75
TOTALS	$813,711.07	$34,139.75
NET CHANGE BY CHANGE ORDERS	$779,571.32	

1. ORIGINAL CONTRACT PRICE	$	$10,151,000.00
2. Net change by Change Orders	$	$779,571.32
3. Current Contract Price (Line 1 ± 2)	$	$10,930,571.32
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates)	$	$10,930,571.32
5. RETAINAGE:		
a. X $10,930,571.32 Work Completed	$	
b. X _____ Stored Material	$	
c. Total Retainage (Line 5.a + Line 5.b)	$	
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)	$	$10,930,571.32
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	$	$10,708,666.85
8. AMOUNT DUE THIS APPLICATION	$	$221,904.47
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above)	$	

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature

By: _____ Date: 6/30/2025

Payment of: $ $221,904.47
(Line 8 or other - attach explanation of the other amount)

is recommended by: _____ 08/07/2025
(Engineer) (Date)

Payment of: $ $221,904.47
(Line 8 or other - attach explanation of the other amount)

is approved by: _____
(Owner) (Date)

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

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Progress Estimate - Lump Sum Work

Contractor's Application

For (Contract):	CHARLES TOWN WASTEWATER TREATMENT PLANT IMPROVEMENTS PROJECT	Application Number:	31
Application Period:	6/01/25-6/30/25	Application Date:	6/30/2025

			Work Completed		E	F		G
A		B	C	D				
Schedule of Values Item No.	Description	Scheduled Value ($)	From Previous Application (C+D)	This Period	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F / B)	Balance to Finish (B - F)
1	D1 - Moblization/Demob.	$20,000.00	$20,000.00	$0.00	$0.00	$20,000.00	100.0%	$0.00
2	D1 - Bonds/Insurance	$178,000.00	$178,000.00	$0.00	$0.00	$178,000.00	100.0%	$0.00
3	D1 - Video Taping	$4,500.00	$4,500.00	$0.00	$0.00	$4,500.00	100.0%	$0.00
4	D1 - Field Office	$18,000.00	$18,000.00	$0.00	$0.00	$18,000.00	100.0%	$0.00
5	D1 - QC Testing (Cash Allowance)	$50,000.00	$17,000.00	$33,000.00	$0.00	$50,000.00	100.0%	$0.00
6	D1 - Submittals/Shop Drawings by ACI	$40,000.00	$38,800.00	$1,200.00	$0.00	$40,000.00	100.0%	$0.00
	DIVISION 2 - SITE WORK							
7	D2 - Sediment & Erosion Control	$20,200.00	$20,200.00	$0.00	$0.00	$20,200.00	100.0%	$0.00
	SITE DEMOLITION							
8	D2 - Concrete Pads	$4,100.00	$4,100.00	$0.00	$0.00	$4,100.00	100.0%	$0.00
9	D2 - Remove all Ex. Underground Lines at Centrifuge Bldg. Site	$32,900.00	$32,900.00	$0.00	$0.00	$32,900.00	100.0%	$0.00
10	D2 - Remove all Ex. Underground Lines at Electrical Bldg. Site	$12,400.00	$12,400.00	$0.00	$0.00	$12,400.00	100.0%	$0.00
11	D2 - Remove Portions of Underground Lines at Ex. Press Bldg.	$4,200.00	$4,200.00	$0.00	$0.00	$4,200.00	100.0%	$0.00
	STRUCTURES & BUILDING DEMOLITION							
12	D2 - Headworks Building	$40,200.00	$40,200.00	$0.00	$0.00	$40,200.00	100.0%	$0.00
13	D2 - Influent Pump Station & Bypass Pump Set Up	$97,500.00	$97,500.00	$0.00	$0.00	$97,500.00	100.0%	$0.00
14	D2 - UV Equipment	$18,300.00	$18,300.00	$0.00	$0.00	$18,300.00	100.0%	$0.00
15	D2 - Plant Drain Pump Station	$14,800.00	$14,800.00	$0.00	$0.00	$14,800.00	100.0%	$0.00
16	D2 - Electrical Building by ACI	$7,900.00	$7,900.00	$0.00	$0.00	$7,900.00	100.0%	$0.00
17	D2 - Sludge Day Tank & Pump Building	$97,800.00	$97,800.00	$0.00	$0.00	$97,800.00	100.0%	$0.00
18	D2 - Digester Blower Building	$32,500.00	$32,500.00	$0.00	$0.00	$32,500.00	100.0%	$0.00
19	D2 - Sludge Transfer Pump Building	$3,200.00	$3,200.00	$0.00	$0.00	$3,200.00	100.0%	$0.00
20	D2 - Digester Tank	$8,200.00	$8,200.00	$0.00	$0.00	$8,200.00	100.0%	$0.00
21	D2 - SBR	$1,600.00	$1,600.00	$0.00	$0.00	$1,600.00	100.0%	$0.00
	EXCAVATION (MAJOR STRUCTURES)							
22	D2 - Centrifuge Building	$38,900.00	$38,900.00	$0.00	$0.00	$38,900.00	100.0%	$0.00
23	D2 - Electrical Building by ACI	$7,800.00	$7,800.00	$0.00	$0.00	$7,800.00	100.0%	$0.00
24	D2 - Blower Pad	$5,100.00	$5,100.00	$0.00	$0.00	$5,100.00	100.0%	$0.00
25	D2 - Generator Pad	$5,200.00	$5,200.00	$0.00	$0.00	$5,200.00	100.0%	$0.00
	BACKFILL (MAJOR STRUCTURES)							
26	D2 - Centrifuge Building	$42,300.00	$42,300.00	$0.00	$0.00	$42,300.00	100.0%	$0.00
	STRUCTURAL STONE							
27	D2 - Centrifuge Building	$13,400.00	$13,400.00	$0.00	$0.00	$13,400.00	100.0%	$0.00
28	D2 - Electrical Building	$5,600.00	$5,600.00	$0.00	$0.00	$5,600.00	100.0%	$0.00
29	D2 - FRP Building	$2,000.00	$2,000.00	$0.00	$0.00	$2,000.00	100.0%	$0.00
30	D2 - Generator Pad	$1,500.00	$1,500.00	$0.00	$0.00	$1,500.00	100.0%	$0.00
31	D2 - Blower Pad	$1,500.00	$1,500.00	$0.00	$0.00	$1,500.00	100.0%	$0.00
	YARD PIPING							

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Progress Estimate - Lump Sum Work

Contractor's Application

For (Contract):	CHARLES TOWN WASTEWATER TREATMENT PLANT IMPROVEMENTS PROJECT	Application Number:	31
Application Period:	6/01/25-6/30/25	Application Date:	6/30/2025

			Work Completed		E	F		G
A		B	C	D				
Schedule of Values Item No.	Description	Scheduled Value ($)	From Previous Application (C+D)	This Period	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F / B)	Balance to Finish (B - F)
32	D2 - 2" Sch 80 PVC Water Service to Headworks Bldg.	$9,900.00	$9,900.00	$0.00	$0.00	$9,900.00	100.0%	$0.00
33	D2 - 2" Sch 80 PVC Water Service to Centrifuge Bldg.	$25,100.00	$25,100.00	$0.00	$0.00	$25,100.00	100.0%	$0.00
34	D2 - 4" DIP WAS Line from Centrifuge Bldg. to Sanitary Sewer	$16,600.00	$16,600.00	$0.00	$0.00	$16,600.00	100.0%	$0.00
35	D2 - 4" DIP WAS Inlet to Centrifuge Bldg.	$17,400.00	$17,400.00	$0.00	$0.00	$17,400.00	100.0%	$0.00
36	D2 - 4" DIP Sludge Drain Off Line from Digester	$16,800.00	$16,800.00	$0.00	$0.00	$16,800.00	100.0%	$0.00
37	D2 - 4" DIP WAS Line from Centrifuge Bldg. to Digester	$16,700.00	$16,700.00	$0.00	$0.00	$16,700.00	100.0%	$0.00
38	D2 - 6" PVC Drain from Centrifuge Bldg. to Manhole	$16,500.00	$16,500.00	$0.00	$0.00	$16,500.00	100.0%	$0.00
39	D2 - 4" PVC Drain from Centrifuge Bldg. to Manhole	$15,200.00	$15,200.00	$0.00	$0.00	$15,200.00	100.0%	$0.00
40	D2 - 6" DIP Existing System Connection to New T-Valve	$16,700.00	$16,700.00	$0.00	$0.00	$16,700.00	100.0%	$0.00
41	D2 - 8" PVC Drain Line Under Centrifuge Bldg.	$13,500.00	$13,500.00	$0.00	$0.00	$13,500.00	100.0%	$0.00
42	D2 - 24" & 12" HDPE Storm Drain at Centrifuge Bldg.	$58,000.00	$58,000.00	$0.00	$0.00	$58,000.00	100.0%	$0.00
43	D2 - 18" HDPE Storm Drain at Electrical Bldg.	$39,000.00	$39,000.00	$0.00	$0.00	$39,000.00	100.0%	$0.00
44	D2 - 10" Stainless Steel Air Line to Digester	$10,900.00	$10,900.00	$0.00	$0.00	$10,900.00	100.0%	$0.00
	YARD STRUCTURES							
45	D2 - 4' Dia. Precast Drain Line Manhole	$3,400.00	$3,400.00	$0.00	$0.00	$3,400.00	100.0%	$0.00
46	D2 - Type G Precast Drop Inlet	$9,200.00	$9,200.00	$0.00	$0.00	$9,200.00	100.0%	$0.00
	FINAL RECLAMATION							
47	D2 - Asphalt Paving	$98,800.00	$98,800.00	$0.00	$0.00	$98,800.00	100.0%	$0.00
48	D2 - Final Grading, Seed & Mulch	$5,700.00	$5,700.00	$0.00	$0.00	$5,700.00	100.0%	$0.00
	DIVISION 3 - CONCRETE							
	SITE CONCRETE							
49	D3 - Generator Pad	$10,100.00	$10,100.00	$0.00	$0.00	$10,100.00	100.0%	$0.00
50	D3 - FRP Shelter Pad	$9,400.00	$9,400.00	$0.00	$0.00	$9,400.00	100.0%	$0.00
51	D3 - Digester Blower Pad	$28,200.00	$28,200.00	$0.00	$0.00	$28,200.00	100.0%	$0.00
52	D3 - Digester Equipment Pads	$24,900.00	$24,900.00	$0.00	$0.00	$24,900.00	100.0%	$0.00
53	D3 - Sidewalks at Blower Bldg. Area	$10,700.00	$10,700.00	$0.00	$0.00	$10,700.00	100.0%	$0.00
54	D3 - Sidewalks at Covered Sludge Storage Area	$11,400.00	$11,400.00	$0.00	$0.00	$11,400.00	100.0%	$0.00
	ELECTRICAL BLDG.							
55	D3 - Grade Beams	$38,300.00	$38,300.00	$0.00	$0.00	$38,300.00	100.0%	$0.00
56	D3 - Concrete Pads/SOG	$18,100.00	$18,100.00	$0.00	$0.00	$18,100.00	100.0%	$0.00
57	D3 - Door Stoops/Pads	$12,000.00	$12,000.00	$0.00	$0.00	$12,000.00	100.0%	$0.00
58	D3 - Exterior SOG/Sidewalks	$15,400.00	$15,400.00	$0.00	$0.00	$15,400.00	100.0%	$0.00
59	D3 - Misc. Equipment Pads	$3,000.00	$3,000.00	$0.00	$0.00	$3,000.00	100.0%	$0.00
	COVERED SLUDGE STORAGE AREA & CENTRIFUGE BLDG.							
60	D3 - Footings, Grade Beams & Walls	$162,000.00	$162,000.00	$0.00	$0.00	$162,000.00	100.0%	$0.00
61	D3 - Thickened SOG at Trench Drains	$22,200.00	$22,200.00	$0.00	$0.00	$22,200.00	100.0%	$0.00
62	D3 - 6" SOG at 2 - Areas	$49,700.00	$49,700.00	$0.00	$0.00	$49,700.00	100.0%	$0.00
63	D3 - Equipment Pads, Containment Curbs & Walls	$15,400.00	$15,400.00	$0.00	$0.00	$15,400.00	100.0%	$0.00

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Progress Estimate - Lump Sum Work

Contractor's Application

For (Contract):	CHARLES TOWN WASTEWATER TREATMENT PLANT IMPROVEMENTS PROJECT	Application Number:	31
Application Period:	6/01/25-6/30/25	Application Date:	6/30/2025

			Work Completed		E	F		G
A		B	C	D				
Schedule of Values Item No.	Description	Scheduled Value ($)	From Previous Application (C+D)	This Period	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F / B)	Balance to Finish (B - F)
64	D3 - Door/Stoop	$8,100.00	$8,100.00	$0.00	$0.00	$8,100.00	100.0%	$0.00
	DIGESTER BLDG. & TANK							
65	D3 - Equipment Pads	$4,400.00	$4,400.00	$0.00	$0.00	$4,400.00	100.0%	$0.00
	DIVISION 4 - MASONRY							
	CENTRIFUGE BUILDING							
66	D4 - 12" Standard CMU's	$53,000.00	$53,000.00	$0.00	$0.00	$53,000.00	100.0%	$0.00
	DIVISION 5 - MISC. METALS							
	SITE							
67	D5 - Permanent Bollards	$7,200.00	$7,200.00	$0.00	$0.00	$7,200.00	100.0%	$0.00
68	D5 - Removable Bollards	$12,300.00	$12,300.00	$0.00	$0.00	$12,300.00	100.0%	$0.00
	ELECTRICAL BLDG.							
69	D5 - Partition Walls	$69,200.00	$69,200.00	$0.00	$0.00	$69,200.00	100.0%	$0.00
70	D5 - Roof/Ceiling Framing	$35,000.00	$35,000.00	$0.00	$0.00	$35,000.00	100.0%	$0.00
	CENTRIFUGE BUILDING							
71	D5 - W8 x 28 Steel Lintel	$1,800.00	$1,800.00	$0.00	$0.00	$1,800.00	100.0%	$0.00
72	D5 - Monorail Framing	$11,100.00	$11,100.00	$0.00	$0.00	$11,100.00	100.0%	$0.00
73	D5 - Covered Storage Framing	$12,900.00	$12,900.00	$0.00	$0.00	$12,900.00	100.0%	$0.00
74	D5 - Steel Erection	$25,500.00	$25,500.00	$0.00	$0.00	$25,500.00	100.0%	$0.00
75	D5 - Stainless Steel Polymer Fill Station	$4,600.00	$4,600.00	$0.00	$0.00	$4,600.00	100.0%	$0.00
	DIVISION 6 - WOOD AND PLASTICS							
	CENTRIFUGE BUILDING							
76	D6 - Wood Trusses & Sheathing	$69,500.00	$69,500.00	$0.00	$0.00	$69,500.00	100.0%	$0.00
77	D6 - Wood Framing & Interior Finishes	$53,700.00	$53,700.00	$0.00	$0.00	$53,700.00	100.0%	$0.00
78	D6 - FRP Grating & Ladders	$11,700.00	$11,700.00	$0.00	$0.00	$11,700.00	100.0%	$0.00
	ELECTRICAL SHELTER							
79	D6 - FRP Shelter Building	$48,600.00	$48,600.00	$0.00	$0.00	$48,600.00	100.0%	$0.00
	DIVISION 7 - THERMAL & MOISTURE PROTECTION							
	ELECTRICAL BLDG.							
80	D7 - SSR Roofing & Soffit	$105,900.00	$105,900.00	$0.00	$0.00	$105,900.00	100.0%	$0.00
	CENTRIFUGE BUILDING							
81	D7 - SSR Roofing & Soffit	$107,200.00	$107,200.00	$0.00	$0.00	$107,200.00	100.0%	$0.00
82	D7 - Corefill Insulation	$2,900.00	$2,900.00	$0.00	$0.00	$2,900.00	100.0%	$0.00
83	D7 - EIFS Outsulation	$39,300.00	$39,300.00	$0.00	$0.00	$39,300.00	100.0%	$0.00
	DIVISION 8 - DOORS & WINDOWS							
	ELECTRICAL BLDG.							
84	D8 - Hollow Metal Doors, Frames & Hardware	$25,500.00	$25,500.00	$0.00	$0.00	$25,500.00	100.0%	$0.00
	CENTRIFUGE BUILDING							
85	D8 - FRP Door & Window	$16,800.00	$16,800.00	$0.00	$0.00	$16,800.00	100.0%	$0.00

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Progress Estimate - Lump Sum Work

Contractor's Application

For (Contract):	CHARLES TOWN WASTEWATER TREATMENT PLANT IMPROVEMENTS PROJECT	Application Number:	31
Application Period:	6/01/25-6/30/25	Application Date:	6/30/2025

			Work Completed		E	F		G
A		B	C	D				
Schedule of Values Item No.	Description	Scheduled Value ($)	From Previous Application (C+D)	This Period	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F / B)	Balance to Finish (B - F)
86	D8 - Overhead Door (10'x12')	$16,200.00	$16,200.00	$0.00	$0.00	$16,200.00	100.0%	$0.00
87	D8 - Fixed Window	$3,800.00	$3,800.00	$0.00	$0.00	$3,800.00	100.0%	$0.00
	DIVISION 9 - FINISHES							
	ELECTRICAL BLDG.							
88	D9 - ACT Ceiling	$38,900.00	$38,900.00	$0.00	$0.00	$38,900.00	100.0%	$0.00
89	D9 - Paint Walls, Floors & Doors	$11,000.00	$7,700.00	$3,300.00	$0.00	$11,000.00	100.0%	$0.00
	CENTRIFUGE BUILDING							
90	D9 - Paint Walls, Floors & Doors	$31,000.00	$31,000.00	$0.00	$0.00	$31,000.00	100.0%	$0.00
91	D9 - Chemical Containment	$6,500.00	$6,500.00	$0.00	$0.00	$6,500.00	100.0%	$0.00
92	D9 - Piping	$5,700.00	$5,700.00	$0.00	$0.00	$5,700.00	100.0%	$0.00
	DIVISION 10 - SPECIALTIES							
93	D10 - Fire Extinguishers	$400.00	$400.00	$0.00	$0.00	$400.00	100.0%	$0.00
94	D10 - Project Signs	$6,700.00	$6,700.00	$0.00	$0.00	$6,700.00	100.0%	$0.00
	DIVISION 11 - EQUIPMENT							
	SITE							
95	D11 - Influent Pump Station - Submersible Pumps	$189,200.00	$189,200.00	$0.00	$0.00	$189,200.00	100.0%	$0.00
96	D11 - Plant Drain Pump Station Submersible Pumps	$89,400.00	$89,400.00	$0.00	$0.00	$89,400.00	100.0%	$0.00
	CENTRIFUGE BUILDING							
97	D11 - Centrifuge System	$619,200.00	$619,200.00	$0.00	$0.00	$619,200.00	100.0%	$0.00
98	D11 - Digester Sludge Pump	$30,000.00	$30,000.00	$0.00	$0.00	$30,000.00	100.0%	$0.00
99	D11 - Inline Grinder	$34,500.00	$34,500.00	$0.00	$0.00	$34,500.00	100.0%	$0.00
100	D11 - Polymer Feed System	$32,900.00	$32,900.00	$0.00	$0.00	$32,900.00	100.0%	$0.00
101	D11 - Polymer Bulk Tank	$7,800.00	$7,800.00	$0.00	$0.00	$7,800.00	100.0%	$0.00
	UV BUILDING							
102	D11 - UV System with Controls	$303,900.00	$303,900.00	$0.00	$0.00	$303,900.00	100.0%	$0.00
	HEADWORKS BUILDING							
103	D11 - Mechanical Bar Screen w/Controls	$159,000.00	$159,000.00	$0.00	$0.00	$159,000.00	100.0%	$0.00
104	D11 - Washer/Compactor w/Controls	$85,600.00	$85,600.00	$0.00	$0.00	$85,600.00	100.0%	$0.00
105	D11 - Grit Removal System w/Controls	$262,000.00	$262,000.00	$0.00	$0.00	$262,000.00	100.0%	$0.00
	EXISTING DIGESTER							
106	D11 - Digester Aeration & Mixing System w/Controls	$670,000.00	$670,000.00	$0.00	$0.00	$670,000.00	100.0%	$0.00
	EXISTING SBR TANKS							
107	D11 - MCP w/ PLC & Instrumentation	$274,800.00	$274,800.00	$0.00	$0.00	$274,800.00	100.0%	$0.00
	DIVISION 13 - SPECIAL CONSTRUCTION							
	SCADA / INTEGRATION							
108	D13 - SCADA, Control Panels, MCC, Field Instrumentation	$765,000.00	$765,000.00	$0.00	$0.00	$765,000.00	100.0%	$0.00
	DIVISION 14 - CONVEYING SYSTEMS							
	CENTRIFUGE BUILDING							

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Progress Estimate - Lump Sum Work

Contractor's Application

For (Contract):	CHARLES TOWN WASTEWATER TREATMENT PLANT IMPROVEMENTS PROJECT	Application Number:	31
Application Period:	6/01/25-6/30/25	Application Date:	6/30/2025

			Work Completed		E	F		G
A		B	C	D				
Schedule of Values Item No.	Description	Scheduled Value ($)	From Previous Application (C+D)	This Period	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F / B)	Balance to Finish (B - F)
109	D14 - Hoist & Monorail	$27,700.00	$27,700.00	$0.00	$0.00	$27,700.00	100.0%	$0.00
	HEADWORKS BUILDING							
110	D14 - Screw Conveyor	$70,200.00	$70,200.00	$0.00	$0.00	$70,200.00	100.0%	$0.00
	DIVISION 15 - MECHANICAL							
	PROCESS PIPING							
111	D15 - Influent PS - DI Pipe, Fittings, Valves & Sch 40 Stilling Well	$49,000.00	$49,000.00	$0.00	$0.00	$49,000.00	100.0%	$0.00
112	D15 - Effluent PS- Sch 40 Stilling Well	$3,900.00	$3,900.00	$0.00	$0.00	$3,900.00	100.0%	$0.00
113	D15 - Plant Drain PS - DI Pipe, Fittings, Valves & Sch 40 Stilling Well	$19,500.00	$19,500.00	$0.00	$0.00	$19,500.00	100.0%	$0.00
114	D15 - Plan Drain PS - New Top Slab w/Hatch & Vent Pipe	$5,000.00	$5,000.00	$0.00	$0.00	$5,000.00	100.0%	$0.00
115	D15 - Plant Drain PS - Portable Hoist w/Socket	$3,000.00	$3,000.00	$0.00	$0.00	$3,000.00	100.0%	$0.00
116	D15 - Electrical Bldg- 12" Lug Style BF Valve w/SS Flange Spool	$10,700.00	$10,700.00	$0.00	$0.00	$10,700.00	100.0%	$0.00
117	D15 - Centrifuge Bldg. - DI Pipe, Fittings & Valves	$86,800.00	$86,800.00	$0.00	$0.00	$86,800.00	100.0%	$0.00
118	D15 - Centrifuge Bldg. - Sch 80 PVC Polymer Feed System	$27,100.00	$27,100.00	$0.00	$0.00	$27,100.00	100.0%	$0.00
119	D15 - Sludge Transfer Pump Bldg - DI Pipe, Fittings & Valves	$5,700.00	$5,700.00	$0.00	$0.00	$5,700.00	100.0%	$0.00
120	D15 - Headworks Bldg. - DI Pipe, Fittings & Valves	$47,200.00	$47,200.00	$0.00	$0.00	$47,200.00	100.0%	$0.00
121	D15 - Headworks Bldg. - Sch 80 PVC Drains	$9,000.00	$9,000.00	$0.00	$0.00	$9,000.00	100.0%	$0.00
122	D15 - Ex. Digester Bldg. Mixing Sys. Air Comp. Room - 2" SS Air Pip	$11,600.00	$11,600.00	$0.00	$0.00	$11,600.00	100.0%	$0.00
123	D15 - Ex. Digester Bldg. Mixing Sys. Air Comp. Room - 2" Sch 40 PV	$3,200.00	$3,200.00	$0.00	$0.00	$3,200.00	100.0%	$0.00
124	D15 - Ex. Digester Tank - 6" DI Pipe & Fittings w/Elec. Actuated T-Va	$43,000.00	$43,000.00	$0.00	$0.00	$43,000.00	100.0%	$0.00
125	D15 - Ex. Digester Tank - 10" SS Pipe & Valve Air Supply Line to Mar	$19,500.00	$19,500.00	$0.00	$0.00	$19,500.00	100.0%	$0.00
126	D15 - Ex. Digester Tank - Pipe Penetrations to Tank by Mack Ind.	$15,700.00	$15,700.00	$0.00	$0.00	$15,700.00	100.0%	$0.00
127	D15 - Digester Blower Pad - 10" & 8" SS Pipe, Fittings & Valves	$15,800.00	$15,800.00	$0.00	$0.00	$15,800.00	100.0%	$0.00
128	D15 - SBR Tanks - Install Process Sensors & Instrumentation	$12,000.00	$12,000.00	$0.00	$0.00	$12,000.00	100.0%	$0.00
	PLUMBING							
129	D15 - Headworks Bldg. - Sch 80 PVC Water Pipe, Fittings, Valves, BF	$35,800.00	$35,800.00	$0.00	$0.00	$35,800.00	100.0%	$0.00
130	D15 - Centrifuge Bldg. - Sch 80 PVC Water Pipe, Fittings, Valves, BFF	$46,200.00	$46,200.00	$0.00	$0.00	$46,200.00	100.0%	$0.00
131	D15 - Centrifuge Bldg. - Sch 80 PVC Drain Pipe, Fittings, Floor Drains	$16,700.00	$16,700.00	$0.00	$0.00	$16,700.00	100.0%	$0.00
132	D15 - Centrifuge Bldg. - Plumbing Fixtures & Eyewash/Shower	$32,800.00	$32,800.00	$0.00	$0.00	$32,800.00	100.0%	$0.00
	HVAC							
133	D15 - Electrical Bldg. - Split System HVAC Unit	$22,600.00	$22,600.00	$0.00	$0.00	$22,600.00	100.0%	$0.00
134	D15 - Centrifuge Bldg. - Exhaust Fans, Louvers, Unit Heaters	$29,900.00	$29,900.00	$0.00	$0.00	$29,900.00	100.0%	$0.00
	DIVISION 16 - ELECTRICAL							
	ELECTRICAL WORK BY S&S ELECTRIC							
135	D16 - Electrical Demolition	$163,500.00	$163,500.00	$0.00	$0.00	$163,500.00	100.0%	$0.00
136	D16 - Lighting - Material	$11,300.00	$11,300.00	$0.00	$0.00	$11,300.00	100.0%	$0.00
137	D16 - Lighting - Labor	$8,900.00	$8,900.00	$0.00	$0.00	$8,900.00	100.0%	$0.00
138	D16 - Gear - Material	$278,300.00	$278,300.00	$0.00	$0.00	$278,300.00	100.0%	$0.00
139	D16 - Gear - Labor	$60,900.00	$60,900.00	$0.00	$0.00	$60,900.00	100.0%	$0.00

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Progress Estimate - Lump Sum Work

Contractor's Application

For (Contract):	CHARLES TOWN WASTEWATER TREATMENT PLANT IMPROVEMENTS PROJECT	Application Number:	31
Application Period:	6/01/25-6/30/25	Application Date:	6/30/2025

			Work Completed		E	F		G
A		B	C	D				
Schedule of Values Item No.	Description	Scheduled Value ($)	From Previous Application (C+D)	This Period	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F / B)	Balance to Finish (B - F)
140	D16 - Emergency Generator - Material	$382,500.00	$382,500.00	$0.00	$0.00	$382,500.00	100.0%	$0.00
141	D16 - Emergency Generator - Labor	$22,700.00	$22,700.00	$0.00	$0.00	$22,700.00	100.0%	$0.00
142	D16 - Devices - Material	$5,600.00	$5,600.00	$0.00	$0.00	$5,600.00	100.0%	$0.00
143	D16 - Devices - Labor	$7,300.00	$7,300.00	$0.00	$0.00	$7,300.00	100.0%	$0.00
144	D16 - Boxes/Troughs - Material	$101,900.00	$101,900.00	$0.00	$0.00	$101,900.00	100.0%	$0.00
145	D16 - Boxes/Troughs - Labor	$59,900.00	$59,900.00	$0.00	$0.00	$59,900.00	100.0%	$0.00
146	D16 - SCADA Equipment Install - Labor	$25,800.00	$25,800.00	$0.00	$0.00	$25,800.00	100.0%	$0.00
147	D16 - Conduit - Material	$380,500.00	$380,500.00	$0.00	$0.00	$380,500.00	100.0%	$0.00
148	D16 - Conduit - Labor	$634,000.00	$634,000.00	$0.00	$0.00	$634,000.00	100.0%	$0.00
149	D16 - Cable - Material	$487,600.00	$487,600.00	$0.00	$0.00	$487,600.00	100.0%	$0.00
150	D16 - Cable - Labor	$358,000.00	$358,000.00	$0.00	$0.00	$358,000.00	100.0%	$0.00
151	D16 - Grounding - Material	$12,000.00	$12,000.00	$0.00	$0.00	$12,000.00	100.0%	$0.00
152	D16 - Grounding - Labor	$20,700.00	$20,700.00	$0.00	$0.00	$20,700.00	100.0%	$0.00
153	D16 - Temporary Electric	$53,500.00	$53,500.00	$0.00	$0.00	$53,500.00	100.0%	$0.00
	BID ALTERNATE A - INFLUENT METERING VAULT							
154	Bonds & Insurance	$2,800.00	$2,800.00	$0.00	$0.00	$2,800.00	100.0%	$0.00
155	Demolition	$14,000.00	$14,000.00	$0.00	$0.00	$14,000.00	100.0%	$0.00
156	Excavation & Backfill	$7,600.00	$7,600.00	$0.00	$0.00	$7,600.00	100.0%	$0.00
157	Precast Concrete Vault	$23,000.00	$23,000.00	$0.00	$0.00	$23,000.00	100.0%	$0.00
158	Piping, Fittings, Valves & Supports	$45,000.00	$45,000.00	$0.00	$0.00	$45,000.00	100.0%	$0.00
159	16" Mag Meter	$14,600.00	$14,600.00	$0.00	$0.00	$14,600.00	100.0%	$0.00
160	Electrical Material	$16,000.00	$16,000.00	$0.00	$0.00	$16,000.00	100.0%	$0.00
161	Electrical Labor	$29,000.00	$29,000.00	$0.00	$0.00	$29,000.00	100.0%	$0.00
	BID ALTERNATE B - WAS METERING VAULT							
162	Bonds & Insurance	$4,400.00	$4,400.00	$0.00	$0.00	$4,400.00	100.0%	$0.00
163	Demolition	$14,700.00	$14,700.00	$0.00	$0.00	$14,700.00	100.0%	$0.00
164	Excavation & Backfill	$10,200.00	$10,200.00	$0.00	$0.00	$10,200.00	100.0%	$0.00
165	Precast Concrete Vault	$21,000.00	$21,000.00	$0.00	$0.00	$21,000.00	100.0%	$0.00
166	Piping, Fittings, Valves & Supports	$65,600.00	$65,600.00	$0.00	$0.00	$65,600.00	100.0%	$0.00
167	Flow Meters	$17,100.00	$17,100.00	$0.00	$0.00	$17,100.00	100.0%	$0.00
168	Misc. Metals	$23,000.00	$23,000.00	$0.00	$0.00	$23,000.00	100.0%	$0.00
169	Electrical Material	$33,000.00	$33,000.00	$0.00	$0.00	$33,000.00	100.0%	$0.00
170	Electrical Labor	$46,000.00	$46,000.00	$0.00	$0.00	$46,000.00	100.0%	$0.00
	CHANGE ORDER #1							
171	CHANGE ORDER #1	$498,183.42	$498,183.42	$0.00	$0.00	$498,183.42	100.0%	$0.00
172	CHANGE ORDER #2	$41,179.57	$41,179.57	$0.00	$0.00	$41,179.57	100.0%	$0.00
173	CHANGE ORDER #3	$90,351.00	$90,351.00	$0.00	$0.00	$90,351.00	100.0%	$0.00
174	CHANGE ORDER #4	$76,494.00	$76,494.00	$0.00	$0.00	$76,494.00	100.0%	$0.00

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Progress Estimate - Lump Sum Work

Contractor's Application

For (Contract):	CHARLES TOWN WASTEWATER TREATMENT PLANT IMPROVEMENTS PROJECT	Application Number:	31
Application Period:	6/01/25-6/30/25	Application Date:	6/30/2025

			Work Completed		E	F		G
A		B	C	D	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F / B)	Balance to Finish (B - F)
Schedule of Values Item No.	Description	Scheduled Value ($)	From Previous Application (C+D)	This Period				
175	CHANGE ORDER #5	$27,066.00	$27,066.00	$0.00	$0.00	$27,066.00	100.0%	$0.00
176	CHANGE ORDER #6	$23,071.00	$23,071.00	$0.00	$0.00	$23,071.00	100.0%	$0.00
177	CHANGE ORDER #7	$57,366.08	$57,366.08	$0.00	$0.00	$57,366.08	100.0%	$0.00
178	CHANGE ORDER #8	($34,139.75)	$0.00	($34,139.75)	$0.00	($34,139.75)	100.0%	$0.00
	SubTotal	**$10,930,571.32**	**$10,927,211.07**	**$3,360.25**	**$0.00**	**$10,930,571.32**	**100.0%**	**$0.00**

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Stored Material Summary

Contractor's Application

For (Contract):	CHARLES TOWN WASTEWATER TREATMENT PLANT IMPROVEMENTS PROJECT							Application Number:	31		
Application Period:	6/01/25-6/30/25							Application Date:	6/30/2025		
A		B	C		D		E		F		G
					Stored Previously				Incorporated in Work		
Bid Item No.	Supplier Invoice No.	Submittal No. (with Specification Section	Storage Location	Description of Materials or Equipment Stored	Date Placed into Storage (Month/Year)	Amount ($)	Amount Stored this Month ($)	Subtotal Amount Completed and Stored to Date (D + E)	Date (Month/ Year)	Amount ($)	Materials Remaining in Storage ($) (D + E - F)
34, 37, 42, 158, 166	S100204638.001		Inwood shop	CITCO Water - Piping, Valves, Fittings for Yard Piping & Bid Alternates	1/2023	$16,302.08		$16,302.08	8/2024	$16,302.08	
111, 113,	S100198279.001		Inwood shop	CITCO Water - Piping, Valves, Fittings for Mechanical Piping & Bid Alternates	1/2023	$33,962.32		$33,962.32	12/2023	$33,962.32	
136	3624349		onsite	Scott Electric - lighting	1/2023	$3,299.00		$3,299.00	3/2023	$3,299.00	
42	S100204638.002		Inwood shop	CITCO Water - Piping, Valves, Fittings for Yard Piping	1/2023	$5,281.95		$5,281.95	9/2023	$5,281.95	
158	S100198279.002		Inwood shop	CITCO Water - Piping, Valves, Fittings for Bid Alternate A	1/2023	$7,075.75		$7,075.75	10/2023	$7,075.75	
138	S6606924.005, S6606924.003		onsite	Schaedler yesco electrical material for gear	2/2023	$2,481.00		$2,481.00	3/2023	$2,481.00	
13	21073974		Inwood shop	ISCO Industries Piping for Bypass pump	2/2023	$6,795.23		$6,795.23	3/2023	$6,795.23	
43	S100207506.001		Inwood shop	CITCO Water - Nyloplast Drain Basins	2/2023	$14,097.00		$14,097.00	4/2023	$14,097.00	
171	483242		Inwood shop	Skyline Steel - H-Piles	3/2023	$62,060.00		$62,060.00	4/2023	$62,060.00	
106	6183.03-.05		Inwood shop	Enviromix, Inc. - Digester Aeration & Mixing Sys w/Controls	3/2023	$259,425.00		$259,425.00	9/2023	$259,425.00	
157,165	MIVC0029470		Inwood shop	Mack Industries - PS Meter Vault, WAS Valve Vault	4/2023	$33,815.00		$33,815.00	12/2023	$33,815.00	
102	902090889		Inwood shop	Veolia UV System	4/2023	$237,600.00		$237,600.00	10/2023	$237,600.00	
117	S100211394.001		Inwood shop	CITCO Water - Process Piping for Centrifuge Bldg	4/2023	$5,774.80		$5,774.80	12/2023	$5,774.80	
117	S100209868.002		Inwood shop	CITCO Water - Process Piping for Centrifuge Bldg	4/2023	$4,582.50		$4,582.50	12/2023	$4,582.50	
117	S100198279.004		Inwood shop	CITCO Water - Process Piping for Centrifuge Bldg	4/2023	$3,386.75		$3,386.75	12/2023	$3,386.75	
111,120	S100209822.004		Inwood shop	CITCO Water - Process Piping for HW Bldg & Inf PS	4/2023	$11,549.36		$11,549.36	9/2024	$11,549.36	
33	S100213814.001		Inwood shop	CITCO Water - Yard Piping for Water Svc to Centrifuge Bldg	4/2023	$5,871.20		$5,871.20	8/2023	$5,871.20	
158	S100211150.003		Inwood shop	CITCO Water - Piping for Bid Alternate A - Inf. Metering Vault	4/2023	$5,581.64		$5,581.64	9/2023	$5,581.64	
105	9865-1, 9865-2		Inwood shop	Envirodyne Systems Inc. - Grit Removal System	4/2023	$70,462.00		$70,462.00	7/2023	$70,462.00	
13	0134274-IN		Inwood shop	Precision Pump & Valve - Pumps for bypass	4/2023	$32,204.00		$32,204.00	5/2023	$32,204.00	
103,104	93254		Inwood shop	Zima Corporation - Bar Screen, Washer/Compactor	4/2023	$165,750.30		$165,750.30	7/2023	$165,750.30	
108	220802-1		Inwood shop	Micro-Tech Designs, Inc. - SCADA equipment	4/2023	$36,698.00		$36,698.00	10/2024	$36,698.00	
106	6183.06		Inwood shop	Enviromix, Inc. - Diffusers, Aeration piping, pipes/supports	5/2023	$77,827.50		$77,827.50	9/2023	$77,827.50	
125,127	683		Inwood shop	B.A. Martin Welding - SS Piping for Digester	5/2023	$18,779.95		$18,779.95	10/2023	$18,779.95	
71-75	1457		Inwood shop	Southern Steel Products Company - Misc. Metals for Cent. Bldg	5/2023	$38,450.00		$38,450.00	2/2024	$38,450.00	
95-96	9261		Inwood shop	Pumpman Pittsburgh - Submersible Pumps	5/2023	$200,809.00		$200,809.00	10/2024	$200,809.00	
105	9865-3		Inwood shop	Envirodyne Systems Inc. - Grit Removal System	6/2023	$134,158.00		$134,158.00	8/2023	$134,158.00	
166	S100198279.005		Inwood shop	CITCO Water - Plug valves	7/2023	$26,796.00		$26,796.00	12/2023	$26,796.00	
106	6183.07		Inwood shop	Enviromix, Inc. - Digester Blowers	7/2023	$181,597.50		$181,597.50	10/2023	$181,597.50	
97	PSI-31936		Inwood shop	Centrisys - Centrifuge System	9/2023	$499,840.00		$499,840.00	1/2024	$499,840.00	
108	220802-2		Inwood shop	Micro-Tech Designs, Inc. - Controls and Instrumentation	9/2023	$14,087.00		$14,087.00	10/2024	$14,087.00	
134	111977-00		Inwood shop	Aircon Engineering - Unit Heaters, Louvers, Split System	9/2023	$26,918.00		$26,918.00	3/2024	$26,918.00	
83	1327		Inwood shop	Kephart Plaster and Stone - EIFS Outsulation	11/2023	$13,000.00		$13,000.00	12/2023	$13,000.00	
78	10033728		Inwood shop	Fibergrate Composite Structures - FRP Ladder	11/2023	$2,975.00		$2,975.00	2/2024	$2,975.00	
166	S100234535.004		Inwood shop	CITCO Water - DI Piping	11/2023	$8,800.61		$8,800.61	12/2023	$8,800.61	
108	220802-3, 4		onsite	Micro-Tech Designs-Float Control Panels, Eff./Drain Pumps	2/2024	$29,479.00		$29,479.00	10/2024	$29,479.00	
108	220802-5		onsite	Micro-Tech Designs - Influent Pump VFD	5/2024	$105,434.00		$105,434.00	10/2024	$105,434.00	
108	220802-6		onsite	Micro-Tech Designs - MCC Panels	5/2024	$413,240.00		$413,240.00	10/2024	$413,240.00	
174	386790		MSJ site	Waldron of Maryland, Inc. - Exp. Proof Heaters	8/2024	$19,998.00		$19,998.00	10/2024	$19,998.00	
				Totals		**$2,836,244.44**		**$2,836,244.44**		**$2,836,244.44**	

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CHARLES TOWN UTILITY BOARD

Wednesday, August 13, 2025

Special Meeting

661 South George Street
Charles Town, WV 25414

2022 Collection System Project - GDF Construction Administration and RPR Amendment

Attachments:

CTUB_CollectionSysConstAddCA_8-8-25.pdf

GWIN
DOBSON &
FOREMAN
CONSULTING ENGINEERS

August 8, 2025

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

Attn: Kristen M. Stolipher, Utility General Manager

RE: RKK Designed Collection System Project WVIJDC No. 2021S-2041
Additional Construction Administration Services Proposal (Task Order)

Dear Mrs. Stolipher:

Per your request, Gwin, Dobson & Foreman, Inc. (GD&F) is currently performing construction administration and onsite inspection services pertaining to the Collection System Project which was designed by RK&K. The project features several new gravity sewer lines, force mains and pump stations within the sewer collection system.

Understanding of the Project

RK&K was responsible for the design and bid phase services for the Collection System Project. GD&F has assumed all construction administration, startup and resident project representative (RPR) services for the duration of the project.

Services Provided

Per GD&F's original proposal, the following services were not included: design or re-design work, permitting, surveying and easements. Due to ongoing RK&K design related issues and HRI's interpretations of the contract drawings and specifications, GD&F has incurred additional engineering and project management hours relating to design or re-design, permitting, surveying and easements. The current issues are as outlined below:

- The proposed Lakeland Pump Station site plans assumed a development buildout that has not (and may not ever) exist. This has caused a pump station access issue both temporarily and long-term. As such, a new access road has been designed and is currently being permitted by GD&F. Temporary and permanent power is currently being designed to the site by GD&F since the bid plans assumed power was available within 50 feet of the pump station. GD&F has also revised and resubmitted the expired site stormwater NPDES permit and amended it to include a new access road to the pump station, along with payment of the permit fee. GD&F has expended a significant amount of time coordinating with the utility companies, developer, CTUB and HRI to resolve these ongoing issues. GD&F also had to take care of installation of a project NPDES sign that was missing from the project documents and make numerous site visits.

- GD&F spent numerous hours discussing and preparing unnecessary Change Order No. 1, which ultimately led to HRI receiving a B&O tax credit due to lack of detailed specifications and addendum answers by RK&K.

- GD&F has performed a site survey to verify discrepancies of RK&K's provided control points. RK&K's control points and existing grade elevations differed by several inches to several feet when compared to both HRI's and GD&F's survey. This has resulted in GD&F performing a site survey at multiple locations to establish control and compare it to the contract drawings. There have been numerous phone calls and Teams Meetings associated with this issue. The proposed gravity sewer invert elevations and existing/proposed grade are not correct on the contract drawings. It also appears that none of the sites have been topographically surveyed, but instead the design was based on as-built drawings. This has resulted in significant time to resolve the elevation discrepancies.

- The contract drawings indicated partially boring under Augustine Avenue which would have resulted in an extended road closure. Both HRI and GD&F came up with a revised design layout in this area which consists of boring the entire way under Augustine Avenue. This involved over-laying of existing easement drawings, shifting of the proposed sewer alignment, evaluating different means and methods of construction and significant coordination with WVDEP, WVDOH, CTUB and HRI.

Disclaimer

GD&F reserves the right to request additional engineering compensation for any future items requiring work/ tasks performed outside of the original construction administration and inspection services proposal.

Proposed Cost

GD&F had originally estimated that it would cost about $5,000/month to perform construction administration. GD&F has been averaging about $10,000/month since the project began, and thus the entire $90,000 fee has been exhausted. With final completion currently scheduled in July of 2026, that corresponds to twelve (12) more months of construction administration. GD&F is respectfully requesting an increase to the construction administration cost in an amount equal to $120,000. Invoices will continue to be submitted on a monthly basis based on GD&F current standard rates. Payment will be made on an accrued hourly basis plus expenses. The expenses include direct expenses such as mileage, printing/copying, etc. as necessary to complete the services. Payment is due within thirty (30) days of invoicing.

Estimated Engineering Fees:

Original Construction Administration (Est. $5,000/month)	$90,000
Additional Construction Administration	$120,000
Original Startup and Closeout Services	$10,000
Original RPR (12 Month Full-Time $16,750/month)	$200,000
Revised Total Estimated Engineering Cost	**$420,000**

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.

Christopher M. Eckenrode

Christopher M. Eckenrode, P.E.
Engineering Manager

CME/mad
Prop/2025/CTUB_CollectionSysConstAddCA_8-8-25.doc
cc: File

ACCEPTANCE OF PROPOSAL

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

_____ _____

Authorized Representative Date

_____

Attest/Witness

CHARLES TOWN UTILITY BOARD

Wednesday, August 13, 2025

Special Meeting

661 South George Street
Charles Town, WV 25414

WV-002 Route 9 Tank - Fourth Amendment to Lease Agreement - New Cingular Wireless

Attachments:

WV-002_Charles Town Rd_ATT_4th Amd_PE_2025.08.05.pdf

Docusign Envelope ID: FE8F3750-8245-48D7-B69A-36FCA2A24BC0

Market: Baltimore Washington
AT&T Cell Site Number: 36212
AT&T Cell Site Name: Charles Town South Water Tank
AT&T Fixed Asset Number: 10106306

WV-002 – Charles Town Road

FOURTH AMENDMENT TO LEASE AGREEMENT

Site Name/Location: **The City of Charles Town – WV-002 Charles Town Road**
1376 Charles Town Road, Jefferson County, West Virginia

THIS FOURTH AMENDMENT TO LEASE AGREEMENT (the "**Fourth Amendment**"), dated as of the latter of the signature dates below, is by and between the CITY OF CHARLES TOWN ("**Landlord**"), a Municipal Corporation, having a mailing address at 101 E. Washington Street, Charles Town, WV 25414 and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address at 1025 Lenox Park Blvd NE, Third Floor,, Atlanta, Georgia 30319 hereinafter referred to as ("**Tenant**").

WHEREAS, Landlord and Tenant are parties to that Lease Agreement ("**Agreement**") dated February 14th, 2003, whereby Landlord leased to Tenant certain Premises, therein described, that are a portion of the Property located at the RT. 9 and RT. 340 Intersection, and also known as 1376 Charles Town Road, Charles Town, WV 25414; and

WHEREAS, Landlord and Tenant are parties to that First Amendment to the Lease Agreement (the "**Amendment**") dated August 16, 2007, whereby Landlord and Tenant consented to extend the term of the Agreement and modify the Rent and payment terms; and

WHEREAS, Landlord and Tenant are parties to that Second Amendment to the Lease Agreement (the "**Second Amendment**") dated July 26, 2018, whereby Landlord and Tenant consented to allow the replacement and addition of certain equipment on the Property and within the Premises; and

WHEREAS, Landlord and Tenant are parties to that Third Amendment to the Lease Agreement (the "**Third Amendment**") dated February 23, 2022, whereby Landlord and Tenant consented to allow the replacement and addition of certain equipment on the Property and within the Premises; and

WHEREAS, Tenant desires to change the configuration of its antennas and related equipment at the Premises and within the Property in accordance with the terms hereof; and

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. **Exhibit 1-B** to the Agreement is hereby deleted in its entirety, and a new **Exhibit 1-4,** consisting of the Landlord Approved Co-Location Application of Tenant and Landlord Approved Construction Drawings are hereby incorporated into the Agreement in lieu thereof.

Docusign Envelope ID: FE8F3750-8245-48D7-B69A-36FCA2A24BC0

2. **Rent.** In consideration of Landlord's consent to the equipment modifications referenced in Exhibit 1-4 of this Forth Amendment, the monthly Rent is hereby affirmed for the current year of the Agreement expiring September 30, 2025, and shall be Two Thousand Five Hundred Sixteen Dollars and Twelve Cents ($2,516.12). On each October 1st throughout this Extension Term or any other Extension Term, the monthly Rent shall be increased subject to the annual monthly rental increase set forth in Section 4 of the Agreement.

3. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement, the First Amendment, the Second Amendment, the Third Amendment, and this Fourth Amendment, the terms of this Fourth Amendment shall control. Except as expressly set forth in this Fourth Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Fourth Amendment.

4. **Counterparts.** This Amendment may be executed in multiple counterparts, each of which, when executed, shall be deemed an original instrument, but all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this Fourth Amendment on the dates set forth below.

"LANDLORD"

The City of Charles Town
A Municipal Corporation

By: _____
Name: _____
Title: _____
Date: _____

"TENANT"

New Cingular Wireless PCS, LLC
By: AT&T Mobility Corporation
Its: Manager

DocuSigned by:
By: Shannon Powers
Name: Shannon Powers
Title: SR Real Estate & Const. Manager
Date: 8/5/2025

Initial: CB DS: SLP

Docusign Envelope ID: FE8F3750-8245-48D7-B69A-36FCA2A24BC0

EXHIBIT 1-4

LANDLORD APPROVED CO-LOCATION APPLICATION OF TENANT

[See Attached Landlord Approved Co-location Application of Tenant]

Docusign Envelope ID: FE8F3750-8245-48D7-B69A-36FCA2A24BC0

☐ NEW LEASE	☑ AMENDMENT TO EXISTING LEASE	☐ ANCHOR TENANT	☐ RECONTRACT	INTERNAL USE ONLY	
				APP VERSION #	3
				LEASE #	1
				AMENDMENT #	4

PLEASE RETURN THIS APPLICATION VIA EMAIL TO:			
Wireless Networks Group, Inc. 1011 Holden Road Frederick, Maryland 21701-3437 Attn: Michael Hofe	E-Mail: mhofe@wirelessnetworksgroup.com Phone: 301-667-0001	Charles Town Site Number:	WV-002
		Charles Town Site Name:	Charles Town Road
		Application Date:	02/10/25
		Revision Dates:	3/18/2025 - MEH
		OPS Approval:	7/29/2025

APPLICANT / CARRIER INFORMATION			
Carrier Name:	AT&T	**Contact Name:**	Chris Bireley
Carrier Site Number:	10106306	**Contact Number:**	410-430-8188
Carrier Site Name:	CHARLESTOWN WATER TANK	**Contact Fax:**	
Carrier Legal Entity Name:	New Cingular Wireless PCS, LLC	**Contact Address:**	10 Church Circle Annapolis, MD 21401
State of registration:	Delaware		
Type of entity (LP, LLC, Corp) d/b/a (If applicable)	LLC		
Notice Address for Lease:	575 Morosgo Drive	**Contact E-mail:**	chris.bireley@smartlinkgroup.com
With copies to:		**Additional E-mail:**	
Carrier Invoice Address:	10 Church Circle, Annapolis, MD 21401	**Desired Install Date:**	
Carrier Invoice Contact - Name, Title, Phone No.	Chris Bireley - 410-430-8188	**Carrier NOC#**	

ADDITIONAL CONTACT INFORMATION	
Leasing Contact Name/Number:	
RF Contact Name/Number:	
Construction Contact Name/Number:	
Emergency Contact Name/Number:	

SITE INFORMATION				
Latitude:	39.273867	N	**Existing Structure Type:**	Water Tank
Longitude:	-77.849578	W	**Existing Structure Height:**	93'
Site Address:	1376 Charles Town Road, Charles Town, WV 25414			

FREQUENCY/TECHNOLOGY INFORMATION		
Type of Technology for all equipment (Le., 3G, LTE, CMDA, MW, WiFi, TV, etc.)		4G, 5G, LTE
TX Frequency (MHz)	Licensed	B5 - 869 - 894, B12 - 734 - 746, B25 - 1930 - 1995, B66 - 1870 - 1885
RX Frequency (MHz)	Licensed	B5 - 824 - 849, B12 - 704 - 716, B25 - 1850 - 1915, B66 - 2110 - 2200
Tenants using an unlicensed band must provide exact Frequency Channels and Call Sign(s) to be utilized. (Providing the band range only will not be accepted.)		

PLEASE PROVIDE A BRIEF DESCRIPTION OF GENERAL SCOPE OF WORK
Removing (9) antennas, installing (9) antennas. Removing (12) RRUs, installing (9) RRUs, retaining leased rights to (3) additional RRUs.

EXISTING EQUIPMENT Applicant's Existing Equipment Configuration and Specifications										
Equipment Type (ex: panel, TMA, RRU)	RAD (feet)	Mount Height (feet)	Mount Type	Equip Qty	Equipment Manufacturer	Equipment Model #	Equip Dim (HxWxD) (ft or in)	Equip Weight (lbs)	Az	Remain
Panel	97	97	Sector Frames	1	Kathrein	80010122			340	No
Panel	97	97	Sector Frames	1	Andrew	SBNH-1D65C			20	No
Panel	97	97	Sector Frames	1	Commscope	NNH4-65C-R6			20	No
Panel	97	97	Sector Frames	1	Kathrein	80010122			120	No
Panel	97	97	Sector Frames	1	Andrew	SBNH-1D65C			150	No
Panel	97	97	Sector Frames	1	Commscope	NNH4-65C-R6			150	No
Panel	97	97	Sector Frames	1	Kathrein	80010122			240	No
Panel	97	97	Sector Frames	1	Andrew	SBNH-1D65A			240	No
Panel	97	97	Sector Frames	1	Commscope	NNH4-65C-R6			270	No
RRH	97	97	Sector Frames	3	Alcatel Lucent	2x40W-07L				No
RRH	97	97	Sector Frames	3	Nokia	Flexi 4T4R B14 160W				No
RRH	97	97	Sector Frames	3	Alcatel Lucent	B25 RRH4X30-4R				No
RRH	97	97	Sector Frames	3	Alcatel Lucent	B66A-RRH4x45				No
TMA/Raycap	97	97	Sector Frames	6	Powerwave / Raycap	LGP21401 / DC2-48-60-0-9E				Reserve

EXISTING LINES Applicant's Existing Lines and Specifications					
Line Type	Line Size (inches)	Total # of Lines	Coax interior or exterior (for monopoles)	Remain	Comments:
Coax	1-5/8"	12		Yes	
Fiber	3/8"	2		Yes	
DC Power	13/16"	4		Yes	

Revised 2018.05.01

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PROPOSED EQUIPMENT Applicant's Proposed Equipment Configuration and Specifications									
Equipment Type (ex: panel, TMA, RRU, ice shields)	**RAD (feet)**	**Mount Height (feet)**	**Mount Type**	**Equip Qty**	**Equipment Manufacturer**	**Equipment Model #**	**Equip Dim (HxWxD) (ft or in)**	**Equip Weight (lbs)**	**Azimuth**
Panel	99.5	99.5	Sector Frames	3	Cellmax	CMA-UBTULBULBHHP-6517-17 -21-21	72.4" x 27.2" x 7.7"	78	30, 150, 270
Panel	102	102	Sector Frames	3	Ericsson	AIR6472 B77G B77M	36.3" x 15.8" x 7.3"	67.2	30, 150, 270
Panel	99.5	99.5	Sector Frames	3	Cellmax	120726	96" x 24" x 8"	167	30, 150, 270
RRU	99.5 -	99.5	Sector Frames	3	Ericsson	4490 B5/B12A	20.6" x 15.6" x 7"	68	30, 150, 270
RRU	99.5	99.5	Sector Frames	3	Ericsson	4890 B25/B66	15.1" x 17.5" x 6.9"	68	30, 150, 270
RRU	99.5	99.5	Sector Frames	3	Ericsson	4494 B14/29	15.1" x 17.5" x 1.7"	57.3	30, 150, 270
Raycap	99.5	99.5	Sector Frames	2	Strikesorb	DC9-48-60-24-PC16-EV	16.3" x 16.6" x 8.2"	26.2	30, 150
TMA (from Reserve)	99.5	99.5	Sector Frames	6	Powerwave	LGP21401	14.4" x 9.2" x 2.6"	39	30, 150, 270
Raycap (from Reserve)	99.5	99.5	Sector Frames	6	Raycap	DC2-48-60-0-9E	10.3" x 10.3 x 6.2"	1	30, 150, 270
RRU (from Reserve)	99.5	99.5	Sector Frames	3	TBD	Reserve RRU Loading	20.6" x 15.6" x 7"	68	30, 150, 270

PROPOSED LINES Applicant's Proposed Lines and Specifications				
Line Type	**Line Size (Inches)**	**Total # of Lines**	**Coax interior or exterior (for monopoles)**	**Comments:**
Coax	1-5/8"	12		No Change from Existing Configuration
RET Home Run Cable				
Fiber	3/8"	2		No Change from Existing Configuration
DC Power	13/16"	4		No Change from Existing Configuration

PROPOSED FINAL CONFIGURATION TOTALS	
EQUIPMENT TYPE	**TOTAL**
Panel Antennas	9
Omni/Whip Antennas	
RRU	9
TMA	
Diplexer / Triplexer	
Bias T	
Surge Suppressor	2
MW Dish	
Ice Shield	
ODU	
Filter	
Combiner	
Junction Box	
RET	
Equipment Cabinets	
Other (Please specify) Reserve RRU's	3
Other (Please specify) Reserve TMA's	6
Other (Please specify) Reserve Raycaps	6
Other (Please specify)	
Other (Please specify)	

PROPOSED FINAL CONFIGURATION TOTALS	
LINE TYPE	**TOTAL**
Coax	12
Hybrid	
CAT5	
DC/Power	4
RET	
Fiber	2

ADDITIONAL EQUIPMENT INFORMATION

- **RRUs, TMAs and ODUs are required to be installed directly behind the antennas / MW dish. Otherwise there will be an additional charge.**
- **All equipment lines are required to be installed inside the tower when space is available. Carriers will be charged an additional $25.00 per line per month if equipment lines are installed on the outside of the tower even though there is available space inside the tower. Charles Town must approve any installation of lines on the outside of the tower.**
- **All tenant equipment must be installed within one continuous 10 ft vertical envelope. Exceeding this vertical space will be subject to additional rent.**

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GROUND / INTERIOR SPACE REQUIREMENTS							
Total Ground / Interior Area Dimensions: **L' x W' = Total Square Feet Required**	4	X	10	(Including all Equipment (i.e., Shelter, Equipment Platform or Pad, Generator Pad, Generator Fuel Tank Pad, Antenna Sleds, etc. – provide details below)			
Cabinet Area Dimensions (Pad/Platform)	7	X	17	Cabinet Installation Type	Ground Pad		
Shelter Pad Dimensions		X		Shelter Manufacturer			
Rooftop Antenna Total Area Required		X		Antenna Sled Dimensions (per sector)		Antenna Wall Mount Dimensions (per sector)	

EQUIPMENT CABINET REQUIREMENTS (Required for rooftops or Charles Town interior space)					
Number of Cabinets Required		Cabinet Dimensions (L' x W' x H')		Manufacturer:	
Number of Cabinets Required		Cabinet Dimensions (L' x W' x H')		Manufacturer:	
Number of Cabinets Required		Cabinet Dimensions (L' x W' x H')		Manufacturer:	
Equipment Cabinet Comments					

GENERATOR REQUIREMENTS					
Generator Required?:	Existing	Generator Fuel Type	Diesel	Generator Size	30kw
Generator Pad Dimensions		4' x 10'	Generator Manufacturer	Generac	
Generator Fuel Tank Pad Dimensions		Belly Tank under Genset within 4' x 10'	Fuel Tank Manufacturer		

AC POWER REQUIREMENTS			
Meter Type	Existing Tenant Meter	Estimated Monthly Utility Usage Amount	
Voltage		Total Amperage	

FIBER / BACKHAUL					
Fiber Installation Status	Existing (No Change)	Fiber Provider			
Cable Type		Number of Points of Entry		Conduit/Riser Size (in inches)	

STRUCTURAL ANALYSIS DETAILS			
Structural Hardcopies Required?	No	If wet seals required, please provide address:	

ADDITIONAL COMMENTS

7' x 17' and 4' x 10' Concrete equipment pads are already existing.
(2) FC18-PC12-25E in the leased ground space to be removed.

Mount Analysis Comments:
1) Replace existing (1) 2.0" SCH40 (2.375" O.D.) mount pipe at POS1 with (1) proposed 2.0" Ø SCH.40 (2.375" O.D.) x 10' long pipe (Part#: P2120) (ANT.55993) (for all sectors). Reuse the existing pipe-to-pipe clamp.
2) Replace existing (1) 2.0" SCH40 (2.375" O.D.) mount pipe at POS2 with (1) proposed 2.5" Ø SCH.40 (2.875" O.D.) x 10' long pipe (Part#: P30120) (ANT.16008) (for all sectors). Reuse the existing pipe-to-pipe clamp connections. The Ericsson AIR6472 B77G B77M shall be installed at POS2 using (1) Ericsson AIR Medium Radio Bracket (Part# SXK1092064/1) (CEQ.52480) per each sector.

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EXHIBIT 1-4 (con't)

LANDLORD APPROVED CONSTRUCTION DRAWINGS

[See Attached Landlord Approved Construction Drawings]

Docusign Envelope ID: F2B73750-8245-4A07-866A-28FCA2A24BC0

811 Know what's below. Call before you dig.

UNDERGROUND SERVICE ALERT
800-245-4848
OR
http://www.wv811.com/.
48 HOURS BEFORE YOU DIG (EXCLUDING WEEKENDS AND HOLIDAYS)

APPROVALS

LANDLORD: _____ DATE: 8/1/2025

LANDLORD: _____ DATE: _____

AT&T mobility corp.

FA NUMBER: 10106306/ SITE ID: SIWV007184
SITE NAME: AWE CHARLESTOWN WATER
PROJECT TYPE: LTE
USID: 36212
RFDS ID: 40092

1376 CHARLES TOWN ROAD
CHARLES TOWN, WV 25414
JEFFERSON COUNTY

IWM Job Number	PACE Job Number	Oracle PTN	PRIMARY/ SECONDARY
WSWB-0042472	MRWB-074051	2252A1FVEK	PRIMARY
WSWB-0042035	MRWB-072980	2252A1FVGN	SECONDARY
WSWB-0042134	MRWB-073108	2252A1FVD9	SECONDARY
WSWB-0042884	MRWB-074003	2252A1FDS	SECONDARY
WSWB-0042901	MRWB-074188	2252A1FVAN	SECONDARY
WSWB-0043056	MRWB-073427	2252A1FTWA	SECONDARY
WSWB-0043113	MRWB-074144	2252A1FVDF	SECONDARY
WSWB-0043234	MRWB-073014	2252A1FVG2	SECONDARY

DRAWING INDEX

T-1	TITLE SHEET
T-2	GENERAL NOTES
C-1	COMPOUND PLAN
C-2	EQUIPMENT PLANS
C-3	ELEVATION
A-1	ANTENNA PLANS
A-2	EQUIPMENT SCHEDULE
A-3	EQUIPMENT DETAILS
A-4	RF PLUMBING DIAGRAM
E-1	DC BREAKER SCHEDULE
	MPE REPORT ATTACHED

SITE INFORMATION

SITE ADDRESS:	1376 CHARLES TOWN ROAD CHARLES TOWN, WV 25414
LATITUDE (NAD 83):	39.2739° (39°16'26.0"N)
LONGITUDE (NAD 83):	-77.8496° (77°50'58.6"W)
GROUND ELEVATION:	544'-0"± (AMSL)
JURISDICTION:	JEFFERSON COUNTY
ZONING:	N/A
PARCEL NUMBER:	NA
TOWER OWNER:	THE CITY OF CHARLES TOWN, A MUNICIPAL CORPORATION
STRUCTURE OWNER SITE ID:	WV-001
STRUCTURE OWNER CONTACT:	301-667-0001
STRUCTURE TYPE:	WATER TANK
STRUCTURE HEIGHT:	94'-4 1/2"± AGL
AT&T RAD CENTER:	99'-6" AGL

VICINITY MAP



SCOPE OF WORK

TOWER WORK:

- REMOVE (3) EXISTING 80010122 ANTENNAS
- REMOVE (3) EXISTING SBNH-A6565 ANTENNAS
- REMOVE (3) EXISTING NNH4-65C-R6 ANTENNAS
- REMOVE (3) EXISTING RRH2X40W_7L RADIOS
- REMOVE (3) EXISTING B25 RRH4X30-4R RADIOS
- REMOVE (3) EXISTING FLEXI RRH 4T4R B14 160W FRBI RADIOS
- REMOVE (3) EXISTING B66A RRH4X45-4R RADIOS
- REMOVE (6) EXISTING TMAS
- REMOVE (2) EXISTING FC12-PC12-25E SQUIDS
- REMOVE (6) EXISTING DC2-48-60-0-9E SQUIDS
- INSTALL (3) PROPOSED CMA-UBTULBULBHHP-6517-17-21-21 ANTENNAS
- INSTALL (3) PROPOSED AIR6472 B77G B77M ANTENNAS
- INSTALL (3) PROPOSED CELLMAX 120725 ANTENNAS
- INSTALL (3) PROPOSED 4490 B5/B12A RADIOS
- INSTALL (4) PROPOSED 4890 B25/B66A RADIOS
- INSTALL (3) PROPOSED 4494 B14/B29 RADIOS
- INSTALL (2) PROPOSED DC9-48-60-24-PC16-EV SURGE
- INSTALL (48) PROPOSED NEW HM-HM RF JUMPERS
- INSTALL (6) PROPOSED NEW RET CONTROL JUMPERS
- INSTALL (12) PROPOSED NEW 8AWG MINIMUM POWER JUMPERS
- INSTALL (12) PROPOSED CAPS TO UNUSED PORTS ON ANTENNAS
- INSTALL (3) PROPOSED 2.5" SCH 40 (2-7/8"O.D.) X 10' LONG MOUNTING PIPE
- INSTALL (3) PROPOSED 2" SCH 40 (2-3/8"O.D.) X 10' LONG MOUNTING PIPE

GROUND WORK:

- REMOVE EXISTING NOKIA BBU CHASSIS
- REMOVE EXISTING 9412 CABINET
- REMOVE EXISTING UMTS CABINET
- REMOVE EXISTING RBA72 POWER PLANT
- INSTALL (1) DC12-48-60-0-25E SURGE AT GROUND
- INSTALL (1) PROPOSED NETSURE 512 OUTDOOR PP AND BATTERY CABINET 48V/58V
- INSTALL (9) PROPOSED -48VDC RECTIFIERS
- INSTALL (8) PROPOSED 48VDC TO 58VDC CONVERTERS
- INSTALL (1) PROPOSED 4" NETSURE 512 PP MOUNTING PLINTH
- INSTALL (2) PROPOSED EMERSON NETWORK POWER , TEMPERATURE PROBE KIT
- INSTALL (1) PROPOSED PURCELL SFX42 ENCLOSURE & (1) PURCELL SFX42 HEAT EXCHANGER DOOR, UPGRADE KIT
- INSTALL (1) PROPOSED ERICSSON BASEBAND UNIT FLX42
- INSTALL (1) PROPOSED 6651 BBUS, (1) 6610 SITE CONTROLLER & (1) IDLE
- INSTALL (6) PROPOSED 50A DC BREAKERS FOR AIR6472 B77G B77M ANTENNAS
- INSTALL (3) PROPOSED 50A DC BREAKERS FOR 4490 B5/B12A RADIOS
- INSTALL (3) PROPOSED 25A DC BREAKERS FOR 4890 B25/B66A RADIOS
- INSTALL (3) PROPOSED 25A DC BREAKERS FOR 4494 B14/B29 RADIOS

DO NOT SCALE DRAWINGS

THESE DRAWINGS ARE FORMATTED TO BE FULL-SIZE AT 22"X34". CONTRACTOR SHALL VERIFY ALL PLANS AND EXISTING DIMENSIONS AND CONDITIONS ON THE JOB SITE AND SHALL IMMEDIATELY NOTIFY THE DESIGNER / ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR MATERIAL ORDERS OR BE RESPONSIBLE FOR THE SAME. CONTRACTOR SHALUSE BEST MANAGEMENT PRACTICE TO PREVENT STORM WATER POLLUTION DURING CONSTRUCTION.

CODE COMPLIANCE

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THE LATEST EDITIONS OF THE FOLLOWING CODES.

- 2021 VIRGINIA CONSTRUCTION CODE.
- 2021 VIRGINIA EXISTING BUILDING CODE
- 2021 VIRGINIA MECHANICAL CODE.
- 2021 VIRGINIA ENERGY CODE.
- 2021 VIRGINIA FUEL GAS CODE
- 2021 VIRGINIA STATEWIDE FIRE PREVENTION CODE
- 2020 NATIONAL ELECTRICAL CODE
- ASCE 7-16
- ANSI/TIA-222-H

THESE DRAWINGS ARE DESIGNED TO THE LATEST CODES. THEY ALSO MEET THE ADOPTED CODE REQUIREMENTS OF THE JURISDICTION.

PROJECT TEAM

APPLICANT:	AT&T MOBILITY 7150 STANDARD DRIVE HANOVER, MD 21076
PROJECT MANAGER:	MASTEC NETWORK SOLUTIONS 1151 SE CARY PKWY, SUITE 101 CARY, NC 27518 RAPHAEL MOHAMED - (919) 244-5207
SITE ACQUISITION FIRM:	MASTEC NETWORK SOLUTIONS 1151 SE CARY PKWY, SUITE 101 CARY, NC 27518 WHITNEY NEWTON WHITNEY.NEWTON@MASTEC.COM
ENGINEERING FIRM:	NB+C ENGINEERING SERVICES, LLC. 6095 MARSHALLEE DRIVE, SUITE 300 ELKRIDGE, MD 21075 KKOLANDAIVELU@NBCLLC.COM
CONSTRUCTION MANAGER:	MASTEC NETWORK SOUTIONS CHRISTOPHER WATSON CHRISTOPHER.WATSON2@MASTEC.COM

DRIVING DIRECTIONS

DIRECTION FROM AT&T HANOVER OFFICE:
HEAD SOUTHWEST ON STANDARD DRIVE TOWARD PARKWAY DRIVE. TURN LEFT ONTO PARKWAY DRIVE (0.4 MILES). TURN RIGHT ONTO PARK CIRCLE DRIVE. TURN LEFT ONTO COCA COLA DRIVE (0.3 MILES). MERGE ONTO MD-100 W (7.3 MILES). TAKE EXIT ONTO US-29 N (3.3 MILES) MERGE ONTO I-70 W TOWARD FREDERICK (34.7 MILES). MERGE ONTO US-15 S/US 340 W (24.4 MILES). CONTINUE ONTO U.S. 340 BUSINESS S (1.1 MILES).

APPLICANT: AT&T mobility corp.

MasTec

ENGINEERING FIRM: NB+C TOTALLY COMMITTED. — NB+C ENGINEERING SERVICES, LLC. 6095 MARSHALLEE DRIVE, SUITE 300 ELKRIDGE, MD 21075 (410) 712-7002

SITE INFORMATION:
AWE CHARLESTOWN WATER
LTE
FA #:10106306
1376 CHARLES TOWN ROAD
CHARLES TOWN, WV 25414
JEFFERSON COUNTY

DESIGN RECORD — REVISIONS

REV	DATE	DESCRIPTION	BY
4	07/31/25	REVISED FCDS	KN
3	06/04/25	VZW ACL CHANGE	RAL
2	03/14/25	REVISED FCDS	SK
1	02/05/25	ACL REVISED	RAL
0	01/24/25	FINAL CDS	SK
D	01/03/25	MPE REPORT ADDED	CSG
C	12/18/24	REVISED CDS	RAL
B	10/18/24	REVISED CDS	GS

PROFESSIONAL STAMP: KRUPAKARAN KOLANDAIVELU — REGISTERED — 19644 — STATE OF WEST VIRGINIA — PROFESSIONAL ENGINEER

ENGINEER: KRUPAKARAN KOLANDAIVELU, P.E.
WEST VIRGINIA PROFESSIONAL ENGINEER
LIC. #19644

SHEET TITLE: TITLE SHEET

SHEET NUMBER: T-1

SERVER LINK: C:\Users\rnell\Desktop\JUL\V10\82310106306 - SIWV007184\2024 Project\Dwg

CHARLES TOWN UTILITY BOARD

Wednesday, August 13, 2025

Special Meeting

661 South George Street
Charles Town, WV 25414

Cooley Communications Update

Attachments:

Cooley Update.pdf

To: Kristen Stolphier, CTUB
From: Emily Bryan, Cooley Public Strategies
Date: August 7, 2025
Re: CTUB Communications Strategy

As we enter August, it is time to review our successes with CTUB thus far and to explore the Board's strategic vision for CTUB communications into the future. We are proud of our work together so far to lay the foundation of the communications house, and are excited to begin to layer additional effective tactics onto it.

Looking Back:

In our initial charge from the Board, we were tasked broadly with helping CTUB increase its transparency and communication with the Jefferson County community. We were specifically charged with developing and launching a CTUB Facebook page, creating a rate estimator for the CTUB website, and supporting CTUB staff.

We began by working with staff to develop an FAQ document to guide all of our messaging and work. We approached this by asking "if we were customers, regulators, members of the media, considering purchasing a property in Jefferson County, or another interested party, what would we want to understand about CTUB?" With that guiding framework, we outlined answers to more than 25 questions. Those answers serve as the basis of our messaging for social media and our starting point in addressing pressing issues.

We successfully worked with staff and the Board to develop a social media policy, and launched the Facebook page on June first. The page currently has 99 followers and 61 likes. Almost every post is shared at least once, and posts featuring staff have been particularly popular.

We worked with staff to identify the elements needed in a rate estimator, as well as to weigh the best way to frame the estimator and its results to prevent confusion about discrepancies between the estimator's findings and what a customer's bill states. The estimator will be an effective tool for helping customers understand the choice they make in buying a CTUB-serviced property as opposed to a WVAW-serviced property.

In July, our priority shifted to supporting staff in addressing the WVAW case before the PSC. In addition to providing a fact sheet summarizing the difference in out-of-pocket costs to customers between CTUB and WVAW, we worked with staff to conceptualize a campaign to drive pro-CTUB public comments to the PSC. We developed talking points, instructions, and a cover memo for staff to share with board members, council members, county commissioners, and other community leaders inviting them to participate in the public comment period. We also promoted the comment period on Facebook, and will continue to drive public comments through the end of the month.

While these more significant milestones were the thrust of our work, we have also served as counsel to staff, providing insight into communications best practices. We have supported staff in communicating decisions taken by the Board in meetings clearly and efficiently to council members, ensuring that city leaders are informed and able to speak about the Board's work with accuracy and authority.

Looking Ahead:

As we started our work with CTUB, we outlined the following basic goals and tactics:

Goal: Increase CTUB's communication with key stakeholders and the public, transparently educating them about why CTUB is the best and most effective water system in West Virginia.

Strategies:
- Meet the public where it is – online.
- Educate and empower stakeholders.
- Prepare for the long-term.

Tactics:
- Define CTUB's messaging
- Establish social media platforms
- Website resource review and restructuring
- Launch monthly e-newsletter
- Engage directly with the Council and other stakeholders
- Strengthen media relationships
- Educate about future needs

The activities we began in Q2 were the first step in our work, and priorities were tackled based on the Board's direction. As we work into the second half of 2025, it is important to continue to communicate openly and to meet the Board's strategic goals. Below, we have identified several potential next steps.

We are eager to better understand the Board's communications priorities and values so we can best execute its strategic vision. We look forward to their feedback about the ideas outlined below as well as the tactics they would like to see us execute as we increase transparency around why CTUB is the best and most effective water system in West Virginia.

For continued communication and public affairs consulting, we propose a monthly fee of $7,000. This would include continuing to support staff and execute the Board's vision for transparency and accountability. Some elements of what that could include are outlined below.

Strategic Planning Work Session

We recommend that the CTUB board and staff set aside dedicated work time, apart from regular business meetings, to develop a strategic plan for communicating with the public about CTUB's work, priorities, needs, and community benefit. Spending time together to develop a shared vision around communications would allow staff to more clearly articulate the Board's vision and reach out to the public with confidence.

Anticipated CTUB staff pull: 10 hours/week for 2 weeks (prep), follow up as determined by Board

Website Review

The CTUB website is well-organized and efficiently structured. It does not, however, lend itself to quickly accessing key information like industrial customer applications and water testing results.

CPS will thoroughly review the website, through the eyes of a concerned citizen, a residential customer, and a commercial customer. We will evaluate the ease of access to critical information and any points of confusion.

Based on that audit, we will work with CTUB to reorganize some of the materials, potentially adding user-friendly sections related to how rates are set, the difference between CTUB and WVAW, and information about testing results.

We will work with CTUB staff to develop new, user-friendly educational materials as needed. Examples of such materials include and are not limited to service maps, project spotlights, emergency alerts and preparedness information, rates and billing information, as well as community events and involvement opportunities. These materials can be used on the website as well as in community outreach and education events, meetings with stakeholders, and educating the media about how CTUB operates.

Anticipated CTUB staff pull: 4 hours/week for 5 weeks

Launch E-Newsletter

A lot of behind-the-scenes activity happens at CTUB each month. Without a line of sight into the operations, it is difficult for the public to appreciate the complexity of the operation. CPS proposes to launch a monthly e-newsletter for stakeholders, customers, and other interested parties.

Our team will work with CTUB staff to develop content for the e-newsletter. Topics could include a project-of-the-month, a staff member profile, notifications of planned work, upcoming and previous meeting highlights, education about capacity and expansion of CTUB, and reminders about what should – and should not – be put in the wastewater system.

Anticipated CTUB staff pull: 10 hours/month initially, 5 hours/month once established

Develop Annual Report

As we enter FY26, CTUB has the opportunity to prepare an annual report to inform elected officials, community leaders, and customers about its work in 2025 and its anticipated activities and needs in the year ahead.

This report could include a general budget overview, information about key projects undertaken in the prior fiscal year, and a breakdown of anticipated needs in 2026. It could also provide

information about key contacts at CTUB, information about how to provide feedback about the system, and an opportunity to sign up for the e-newsletter and follow the utility on social media.

Anticipated CTUB staff pull: 25 hours

Educate and Empower Stakeholders

Talking Points and Background for Council and Board Members

One of the most challenging parts of serving on the Council or Board is being asked to explain CTUB's complex activities without simple language to describe the situation. CPS proposes to work with CTUB staff to develop concise, clear talking points for both Board and Council members about the challenges the utility faces and the actions the Board has taken.

These talking points will provide Board and Council members with facts and clear explanations to serve as a reference point when talking to constituents. The talking points can also serve as the starting point for public-facing materials for the website, social media, and events. This will ensure that CTUB's actions are being presented accurately and in a uniform way across a variety of speakers and venues.

Anticipated CTUB staff pull: 1.5 hours/issue addressed

Events and Briefings

CTUB leadership hosted an open house for key stakeholders at the water treatment plant on May 9. This was an excellent opportunity to educate leaders about CTUB's operations, community impact, and philosophy. Seeing exactly how and why "growth pays for growth" will enable leaders to discuss the benefits of this approach with the community at large.

CPS recommends scheduling a quarterly interaction with Board and Council members to do a deep dive into the issues CTUB faces. These sessions will allow CTUB staff to directly address questions and concerns held by members and to receive feedback in real time about how best to communicate concerns with the public.

Two of these opportunities for FY 2026 could be on-site open houses at CTUB facilities, and two could be briefing-style events, where CTUB staff explains how rates are set, the difference between CTUB's rate model and WVAW's, the state of repair and need for improvement of the existing infrastructure, or another topic of pressing interest to the community. CPS will develop materials to support CTUB leadership.

Anticipated CTUB staff pull: 30 hours/quarter

Prepare for the Long-Term

Develop and Deepen Local Media Relationships

To effectively establish and deepen relationships with local media in Charles Town, CPS will focus on building a strong rapport with outlets such as the *Spirit of Jefferson* reporters. We will proactively engage with them, offering insights into CTUB's new Facebook page and keeping them informed about upcoming events. This will not only enhance transparency but also position CTUB as the go-to source for accurate information on water and wastewater issues in the community. Additionally, we will reach out to local radio stations and *The Journal News*, making sure they are well equipped with the latest updates and developments from CTUB.

Begin Making the Case for the Future

CPS will work with CTUB staff to identify a list of potentially challenging issues that are likely to come up for CTUB in the near-future – infrastructure investment, rate increases, system expansions, regulatory compliance, environmental issues, etc.

Once this list of issues is identified, we will develop messaging that takes the issue from the ground up. We will also begin to sketch out timelines for engaging community leaders, customers, and the greater Charles Town area in education activities around any potential action. This will enable CTUB leaders to make strategic decisions about when, where and how to begin speaking about potentially controversial plans to maximize the transparency and open communication of the utility.

Anticipated staff pull: 10 hours

CHARLES TOWN UTILITY BOARD

Wednesday, August 13, 2025

Special Meeting

661 South George Street
Charles Town, WV 25414

Utility Manager Report

Attachments:

UM Report August 2025.pdf

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

MEMORANDUM TO THE BOARD OF DIRECTORS

DATE: August 13, 2025
TO: Board of Directors
SUBJECT: Utility General Manager's Report, August 2025

Summary:
The Utility is operating effectively with no significant issues to report. Several major projects are on-going including the Renewal and Replacement project at the CTWWTP, 2023 Collection System Project, Greenfield Forcemain Project and Asbury Block Sewer project. Various other task orders are being completed as well.

Wastewater Treatment Plant

Total Wastewater Processed July 2025:
Charles Town: 34.60 million Gallons per month or 1.12 MGD average
Tuscawilla: 6.82 million Gallons per month or 0.22 MGD average

Collection System

15 manholes inspected, located/raised
3 pumps pulled and sent for repair
5 lines repairs/blockages/call-outs

Water Plant and Distribution System

Total Water Pumped July 2025 (CT): 53.8 million Gallons per month or 1.74 MGD average
30 Lead and Copper Samples completed in July
Chlorine residuals and bacteriological samples satisfactory
5 leaks repaired
1 bagged hydrant repaired

Customer Counts

- Sewer 10,191
- Water 7,497

Human Resources

Employees Count: 34 full-time | 1 part-time | 2 vacancies

Professional Development:

WV Rural Water Association – Water on the Mountain 2025 – August 17- 20th
PSC Municipal and Association Seminar – August 4th
Unique Challenges of Tackling PFAS in Surface Water – AWWA Webinar August 13th

Other Notable Activities for the Month:

Backflow Prevention Survey: Letters sent on July 2, 2025 to potential locations with Backflow prevention assemblies to ensure that those locations that have backflow assembly devices are submitting annual backflow inspection reports to CTUB. Staff is coordinating with each location and conducting surveys as needed to ensure that the water supply is safe from cross-connection or potential contamination. Copy of letter attached.

CTUB Maintenance Building: Geotechnical report received July 8th. GDF is proceeding with final design. Over-excavation by approximately 3' to 8' of the existing fill will be required due to the existing fill conditions being considered uncontrolled an unsuitable.

Summit Point Motorsports Park Utility Evaluation: Staff had a follow-up conference call on July 14th to review the report findings and discussed next steps on report distribution on behalf of CTUB and Summit Point. Distribution list will be generated and reviewed by both parties prior to sending for assistance with future grant opportunities.

Sensus SRII Trade-in program: CTUB is participating in a Sensus Trade-in program that offers a significant discount on water meters designed for upgrading from SRII to iPerl (polymer or metal body) meters. The program requires trade-in meters be greater than 10 years old, Smartpoints greater than 10 years old and RMA within standard procedures. A minimum order quantity of 1 pallet is required. The approved FY26 CIP and staffing may allow for up to 2 pallets to be accomplished within the trade-in program timeline.

Wilt Trailer Park Pump Station Decommissioning: Two proposals received for the decommissioning of the Wilts Trailer Park pump station. Premier Contracting was low bid and selected to complete the decommissioning of the pump station and installation of approximately 620' of gravity sewer. This project was designed and approved in 2020 but had been placed on hold due to easements and workload. Project is in the approved FY26 Sewer CIP.

Water Tank Cleaning and Inspections: The following tanks were cleaned starting on July 21st: CT Water Plant MG Storage tank, Route 9, Keyes Ferry and 6th Avenue tanks. A final report will be provided by In-Depth Services, Inc.

Final Walk-through with GDF and Alvarez at CTWWTP: Final walk-through and punch list review held on July 22nd.

Jefferson County Water Advisory Committee: Met on July 29th. Officers selected and By-laws reviewed. Next meeting committee will be reviewing recent proposed groundwater well legislation and providing recommendations and responses to County Commission questions.

Public Service Commission Hearing on Complaint Case: Hearing was held on July 30th from 9:30 a.m. until approximately 2:30 p.m. CTUB focused on the facts that its' existing water facilities surround the parcel. CTUB was also able to get many significant rate facts on the record. WVAW revealed that they will be extending water to the site, and through the site, at no cost to the developer which will place those growth-related costs onto the existing WVAW customers. Staff spent a great deal of time during the month of July working on exhibits and preparing for this hearing.

CTUB Collection System Progress Meeting #5: July 31st – meeting minutes attached.

Edmunds Software Conversion: Payroll complete with 1st payroll. Billing conversion in progress.

Utility Cloud Software Conversion: 1st round of work orders being demo'd with Wastewater Plant Operators.

PSC General Order 267: The Public Service Commission issued General Order 267 Requiring filing of an Outage Communication plan by August 8, 2025. Staff filed the Outage Communication Plan in accordance with the General Order on August 5, 2025. Copy attached.

EPA AOC– Certification of Compliance and Request for Termination of Administrative Order on Consent submitted August 8th.

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
City of Ranson Mayor Duke Pierson

SECRETARY
Ashley Stottlemyer

Board Member
Heidi Parker

Board Member
Patrick Kratovil

UTILITY MANAGER
Kristen Stolipher

July 1, 2025

Dear Charles Town Utility Board Customer,

In compliance with the City of Charles Town Ordinance Number 925.03 on water quality protection and cross-connection control, the Charles Town Utility Board (CTUB) is required to make periodic surveys and investigations of the water use practices within the consumers' premises.

You are receiving this notice because you may have a backflow assembly installed in your facility or there may be a potential for cross-connection with the CTUB water system. **If you are unsure whether or not you have a backflow assembly device in your facility and would like for CTUB staff to come assess whether or not the above Ordinance applies to your facility, please call our office at (304) 725-2316.**

Existing backflow assembly device in your facility:

If you have a backflow assembly device in your facility, CTUB must receive confirmation of backflow assembly inspection every 12 months. Should your facility have a backflow preventor or other backflow assembly, please provide documentation that your backflow device has been inspected and tested within the past year. For a list of WV certified testers you may contact our office or the West Virginia Bureau for Public Health, 304-558-2981. **Please submit confirmation of backflow inspection to our office by August 31, 2025.**

Potential for cross-connection with the CTUB Water system:

The Charles Town Utility Board is permitted to make periodic surveys and investigations of the water use practices within the consumers' premises. The purpose of the survey is to determine whether there are actual or potential cross-connections within the premises plumbing system that present a threat of contamination if there was a backflow condition into the public water system. In compliance with the above laws and regulations, CTUB may request to meet with you or your representative for the purpose of determining whether such a device is necessary to protect the water system.

Should you have any questions, please do not hesitate to contact our office or email me at kstolipher@ctubwv.com.

Regards,

Kristen Stolipher
Utility Manager

Report of Geotechnical Exploration
Triad Project No. 03-25-0442

July 8, 2025

Charles Town Utility Board (CTUB) Wastewater Treatment Plant (WWTP)
Maintenance Building
Charles Town, West Virginia



Prepared For:
Mr. Christopher Eckenrode
Gwin, Dobson & Foreman, Inc.
3121 Fairway Drive
Altoona, PA 16602

Prepared By:
Triad Engineering Inc.
1075 D Sherman Avenue
Hagerstown, MD 21740
Ph: 301-797-6400

July 8, 2025

Mr. Christopher Eckenrode
Gwin, Dobson & Foreman, Inc.
3121 Fairway Drive
Altoona, PA 16602

RE: Report of Geotechnical Exploration
CTUB WWTP Maintenance Building
Charles Town, West Virginia
Triad Project No. 03-25-0442

Dear Mr. Eckenrode:

In accordance with your request, we have completed a geotechnical exploration for the proposed CTUB WWTP Maintenance Building project in Charles Town, West Virginia. The work was completed in general accordance with our proposal dated May 13, 2025 and executed by signature of our Professional Services Agreement on May 30, 2025. The subsurface exploration was performed to evaluate the subsurface conditions encountered at the proposed project for the limited purposes of preparing design and construction recommendations for geotechnical aspects of the project. It is emphasized that subsurface conditions may vary dramatically between test locations, and Triad makes no representations as to subsurface conditions other than those encountered at the specific boring locations.

This report has been prepared for the exclusive use of Gwin, Dobson & Foreman, Inc. for specific application to the design of the proposed CTUB WWTP Maintenance Building in Charles Town, West Virginia. Triad's responsibilities and liabilities are limited to our Client and apply only to their use of our report for the purposes described above. To observe compliance with design concepts and specifications, and to facilitate design changes in the event that subsurface conditions differ from those anticipated prior to construction, it is recommended that Triad be retained to provide continuous engineering and testing services during the earthwork and foundation construction phases of the work.

We appreciate the opportunity to provide our services on this project. If you have any questions regarding this report, or you require any additional information, please do not hesitate to contact us.

Sincerely,

TRIAD ENGINEERING, INC.

Anthony R. King, E.I.T.
Staff Engineer

Stephen J. Gyurisin, P.E.
Geotechnical Services Manager



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APPENDIX A

Site Location Plan	Figure No. A-1
Test Location Plan	Figure No. A-2

APPENDIX B

Key to Identification of Soil and Weathered Rock Samples	Figure B-1
Boring Logs	B-1 through B-3

APPENDIX C

Results of Laboratory Testing	C-1 to C-3

APPENDIX D

ASCE Hazards Report	4 pages

Report of Geotechnical Exploration
CTUB WWTP Maintenance Building
Charles Town, West Virginia
Triad Project No. 03-25-0442

FOREWORD

This report has been prepared for the exclusive use of Gwin, Dobson & Foreman, Inc. for specific application to the evaluation and design of the proposed CTUB WWTP Maintenance Building project in Charles Town, West Virginia. The work has been performed in accordance with generally accepted geotechnical engineering practices. No other warranty, expressed or implied, is made.

This report should not be used for estimation of construction quantities and/or costs, and contractors should conduct their own exploration of site conditions for these purposes. Please note that Triad is not responsible for any claims, damages or liability associated with any other party's interpretation of the data or re-use of these data or engineering analyses without the express written authorization of Triad. Additionally, this report must be read in its entirety. Individual sections of this report may cause the reader to draw incorrect conclusions if considered in isolation from each other.

The conclusions and recommendations contained in this report are based, in part, upon our field observations and data obtained from the field exploration at the site. The nature and extent of variations may not become evident until construction. If variations then appear evident, it may be necessary to re-evaluate the recommendations presented herein. Similarly, in the event that any changes in the nature, design, or location of the facilities are planned, the conclusions and recommendations contained herein shall not be considered valid unless the changes are reviewed and the conclusions are modified or verified in writing by Triad.

It is recommended that we be provided the opportunity to review the final grading plan and specifications so that our recommendations may be properly interpreted and implemented. If we are not afforded the privilege of making this review, we will not assume responsibility for misinterpretation of our recommendations, as our recommendations are strictly limited to conditions represented to Triad at the time this report was issued.

SITE AND PROJECT DESCRIPTION

The project site is situated at 842 S. George Street in Charles Town, West Virginia. A site location plan, Figure A-1, is presented in Appendix A. The site terrain is flat, gravel and grass covered terrain.

The project consists of a new 82'-4" long by 42'-9" wide maintenance building. We understand the building will be a 1-story steel framed structure. We understand that the structure will consist of a metal sided Timber post and beam system with isolated foundations and slab on grade. We

understand that the building will have 16-foot-high ceilings, at least 3 garage bay doors, storage room, and office spaces.

Preliminary loading information was not provided. However, based on our experience with similar projects, we assume that the structural loads will be on the order of 80 kips for isolated foundations. Detailed grading information was not provided. However, based on the existing site topography, we assume that cuts and fills on the order of 5 feet or less will be required to achieve final grades.

GEOLOGIC SETTING

According to the Geologic Map of Berryville, Charles Town, Harpers Ferry, Middleway, and Round Hill quadrangles, Berkeley and Jefferson Counties, West Virginia (1990), the site is underlain by the Elbrook Formation. The general lithology of the Elbrook Formation is described as: "Argillaceous, dolomitic limestone with beds of dolomite and aphanitic and algal limestone; typically weathers to a dark yellow color; chert and oolites present throughout formation; thin sandy beds near the middle."

FIELD EXPLORATION

The field exploration included drilling three (3) soil borings. The exploration locations were selected by Gwin, Dobson & Foreman, Inc. and staked by Triad Engineering, Inc. Ground surface elevations indicated on the logs were provided by Gwin, Dobson & Forman, Inc. The test locations are shown on Figure A-2 in Appendix A.

The test borings included Standard Penetration Testing (SPT) and split barrel sampling (ASTM D 1586) at select intervals to the termination depths.

Geotechnical personnel from our office were present full time during the drilling to direct the drilling crew, log all recovered soil samples, and observe groundwater and rock conditions. The recovered soil samples were transported to our laboratory for further testing. Detailed descriptions of materials encountered in the test borings are contained on the logs in Appendix B. Figure B-1 in Appendix B contains a description of the classification system and terminology utilized.

SUBSURFACE CONDITIONS

Subsurface Strata

The materials encountered in the borings are generally described below. Stratification lines indicated on the logs represent the approximate boundaries between material types.

Surface Materials: Topsoil was encountered at the ground surface in boring B-2. The topsoil thickness measured approximately 3 inches.

Fill: Fill materials were encountered at the ground surface or below the surface materials in all boring locations. The fill materials extended to depths ranging from 3 to 8 feet below existing grades. The fill materials generally consisted of orange, brown and gray, and brown clay and gravel with varying amounts of sand and slit. Based on SPT N-values varying from 11 to 53 blows per foot of penetration, the fill materials exhibited medium stiff to hard consistencies and medium dense to very dense relative densities. Most of the fill materials exhibited very stiff consistencies.

Residual Soils: Residual soils were encountered below the surface materials and fill materials in all borings. The residual materials extended to termination depths. The residual soils generally consisted of tan and orange silt with varying amounts of sand and gravel. Blow counts on the order of 50 blows are indicative of hard rock. Based on SPT N-values varying from 2 to 19 blows per foot of penetration, the residual materials exhibited very soft to very stiff consistencies. Most of the residual materials exhibited soft to medium stiff consistencies.

Groundwater Observations

Groundwater was encountered during drilling in all the borings at depths ranging from 13.5 to 18.5 feet below existing grades. Groundwater was encountered upon completion of drilling before pulling the augers at depths ranging from 17.5 to 18.5 feet below existing grades. Cave-in depths ranged from 3 to 17 feet below existing grades. It should be noted that our borings did not extend into bedrock. It is important to note that fluctuations in groundwater levels may occur due to variations in environmental conditions, recent precipitation events, surface drainage and other factors which may not have been evident at the time measurements were made and reported herein.

LABORATORY TESTING

Laboratory tests were performed to supplement the field classifications and establish design criteria. All laboratory tests were performed in accordance with appropriate ASTM standard test methods. Detailed results of the tests are contained in Appendix C. A summary of all the test results is presented below.

TYPE OF TEST	TEST RESULT
Natural Moisture Content	2.6 to 47.5 %
Atterberg Limits: Liquid Limits Plasticity Index	 35 and 37 7 and 9
Percent Passing No. 200 Sieve	61.2 and 88.5 %
USCS Soil Classification	ML (two samples)

DISCUSSION

Development in Karst Terrain

The carbonate rock formation that underlies the site is moderately solution-prone, highly calcareous and weathers differentially to produce a pinnacled top of rock profile. The degree of weathering or solutioning within the bedrock is controlled by joint orientation and frequency. Where joints intersect or are highly fractured, subsequent solutioning is intensified creating low areas and seams that are generally filled with residual clay soils. Conversely, more competent high areas represent slightly to non-weathered rock units that are often coarse-grained and only slightly solution prone.

Karst terrain, such as that which underlies the site, is characterized by caves, internal drainage, lack of surface streams, and topographic features such as sinkholes. These features are the result of the dissolution of soluble bedrock, such as limestone or dolomite, by groundwater. As groundwater enters fractures and bedding planes in soluble carbonate bedrock, it slowly (over millions of years) dissolves the rock and enlarges the fractures. This results in the formation of solutioning channels or underground streams or ravines. Sinkholes are created by the subsidence of unconsolidated materials (soils) into underlying voids such as solutioning channels or caves. Usually, subsidence occurs slowly and steadily over geologic time. Many sinkholes, however, are caused by a sudden collapse of a solutioning cave when the roof of the cave becomes too thin to support the overburden materials. Sinkholes recently created by such a collapse can usually be identified by the presence of freshly broken rock outcrops around the rim or throat of the sinkhole.

During our site exploration, we did not observe any sinkholes or depressions within the bounds of the project. It is important to note that there are certain risks that an owner must accept when developing in these karst areas. These risks can include groundwater contamination and flooding due to the unpredictable groundwater flow paths within the bedrock, but primarily subsidence. In all these instances, water is the primary cause of the problem. Alterations in the ground surface, particularly in cut areas, during construction can impact the natural drainage within the site, and it is common to have small solutioning features develop in these areas as a result of construction. Also, normal blasting required to remove hard rock can create micro-fractures within the bedrock that will allow greater surface water infiltration into areas that may normally not receive water and, in turn, disturb old solutioning features and/or possibly create new solutioning features. Although these features are not typically enormous (building size) in this general geographic area, they can result in delays and unanticipated costs for remediation during construction.

Additional explorations can be performed to help better define the level of risk at the planned building location. These can include geophysical studies combined with additional drilling work within the proposed construction areas. Certain design and construction measures can and should be implemented to help minimize potential risks associated with future sinkhole development within the site. All of these suggested measures are associated with implementing

proper site drainage, minimizing water infiltration, and reducing groundwater fluctuation during and after construction. These additional measures include the following:

- Positive slopes should be maintained away from the building areas.

- Utility trenches are common routes along which subsurface water can travel, and this can increase the risk of future subsidence. Do not locate any new deep utilities within the building area, if possible. Also, new utility trenches along the perimeter of the building should be located outside the zone of influence of new foundations.

- All utility lines located within the building footprint should be bedded in and backfilled with well-graded crushed aggregate to reduce the potential for accumulation of water.

- All downspout drains should be contained in solid pipes and routed to discharge points away from the building. Roof leaders should be connected to underground drain lines immediately upon installation such that water from precipitation events is not allowed to discharge along foundation walls.

- Maintain positive slopes around footing excavations and the building footprint prior to and after placement of concrete.

- All buried liquid supply lines should be pressure tested prior to being placed in service to identify any leaks that may require repair.

Existing Fill

As previously mentioned, existing fill materials were encountered in all the boring locations. The fill materials extended to depths ranging from 3 to 8 feet below existing grades. No records of compaction testing or fill monitoring were provided. As a result, the existing fill is undocumented. Therefore, the existing fill materials are considered uncontrolled and unsuitable. It should be anticipated that areas of unsuitable existing fill will be encountered at the site during construction. Close monitoring of site work and possibly additional test pits should be performed during construction activities to locate any additional areas of unsuitable existing fill.

Based on the results of the field exploration and past experience with similar projects, it is our opinion that the existing fill is not suitable for support of the proposed structure. We believe that excessive settlement of the foundation system and building slabs could occur if constructed within the existing fill. Therefore, we recommend that the existing fill be completely removed to approved residual soils within the limits of the proposed structure and extending horizontally beyond the limits of the structure a minimum distance of 5 feet beyond the foundation edges. All over-excavations should be backfilled with controlled fill as outlined in this report. Triad should provide personnel on site during all over-excavations to confirm that existing fill is removed to required depths.

All over-excavations should be backfilled with controlled fill as outlined in this report. We recommend Triad be retained to provide personnel on site during all over-excavations to confirm that existing fill is removed to required depths and to evaluate the old fill for its suitability for re-use as controlled fill. Any deviations from the over-excavation recommendations provided in this report should be reviewed and approved by the on-site testing firm of record.

We recommend that a contingency be included in the construction budget for over-excavation of unsuitable existing fill removal and replacement with new fill and that a unit rate for these items be included in the base bid. We recommend that a contingency and unit rate also be included for mechanical stabilization of over-excavated subgrades due to the soft residual soils encountered in our borings below the existing fill. We anticipate mechanical stabilization could be achieved utilizing large aggregate such as AASHTO No. 3 stone or a local boney shale material with less than 30 percent fines.

DESIGN RECOMMENDATIONS

The subsurface information obtained from the field exploration, our past experience with similar projects, and the noted design criteria were the basis for our assessment of the geotechnical issues currently existing at the site. Our geotechnical recommendations associated with the design and construction of foundations and floor slabs are presented in the following sections of this report.

Foundations

We recommend that a maximum allowable bearing pressure of 1,000 psf be utilized to proportion conventional shallow spread foundations. All foundations should be constructed to bear on approved residual soils or controlled fill. Minimum dimensions of 2 feet and 3 feet should be observed for continuous and isolated footings, respectively. Exterior foundations should bear at least 30 inches below the final outside grade for frost protection. Foundations within permanently heated areas can bear at minimum depths below the finished floor.

If partial hard rock bearing is encountered at the bottom of proposed footing levels, we recommend that the rock be undercut a minimum of one (1) foot and be replaced with compacted soil fill. This treatment generally reduces the magnitude of differential settlements associated with footings bearing partially on hard rock and partially on soil.

We estimate that total settlements for foundations bearing on approved residual soils and/or new controlled fill will be one (1) inch or less. Differential settlements are anticipated to be one-half of the total settlements. Differential settlements along continuous wall foundations are not expected to exceed an angular distortion of 0.0015 inch/inch.

Seismic Site Classification

The subsurface profile was evaluated and classified according to ASCE/SEI 7-22. This code establishes the criteria for project site evaluation and determination of several seismic design parameters. ASCE/SEI 7-22, Chapter 20 outlines the procedure for determination of the site classification based on the average shear wave velocity for materials to a depth of 100 feet. Table 20.2-1 includes ranges of estimated shear wave velocities for each class (type) of material, and those classes are determined as the result of soil type and in-situ consistencies and/or relative densities reflected by SPT testing in the borings. Based on the results of the test borings and our assumptions, the site has an average shear wave velocity of about 1,350 feet per second (fps). Using this information along with knowledge of the site geologic setting, the seismic site class and additional seismic information is as follows:

PARAMETER DESCRIPTION	SEISMIC RESULT
Seismic Site Class	CD
Soil Profile Name	Dense sand or very stiff clay
MCE_R (5% damped, short periods), S_{MS}	0.17
MCE_R (5% damped, 1.0 second period), S_{M1}	0.074
Design (5% damped, short periods), S_{DS}	0.12
Design (5% damped, 1.0 second period), S_{D1}	0.05

Seismic parameters to be considered for structural design of the project are provided in Appendix D of this report.

Floor Slabs

We understand that the structure will include a concrete slab supported on grade and bearing on new controlled, compacted fill and/or approved residual soils. We recommend that a modulus of subgrade reaction, "k," of 110 pci be adopted for design of the slab-on-grade.

The aggregate course beneath the slab-on-grade should consist of a minimum 4-inch layer of AASHTO #57 coarse aggregate. A conventional polyethylene vapor barrier is considered optional for structure areas which will include an exposed concrete slab (i.e. maintenance, receiving, etc.). However, areas upon which VCT, carpeting, quarry tile, or other flooring products will be placed should be underlain by the vapor barrier. Joints in the floor slabs should be provided in accordance with the recommendations specified by the Portland Cement Association (PCA) or American Concrete Institute (ACI).

CONSTRUCTION RECOMMENDATIONS

Site Preparation

Initial site clearing and grubbing should include removal of the topsoil, unsuitable existing fill, and any other deleterious materials within the structure and extending five (5) feet beyond the perimeter. In addition, any abandoned utilities should be field located and removed as part of the overall site development. After removal of the unsuitable materials, the subgrade soils should be heavily proof-rolled with approved construction equipment to locate isolated soft spots or areas of excessive "pumping" which are too wet to accommodate compacted fill or building construction. These areas should be either scarified, air-dried to a sufficient moisture content and re-compacted prior to fill placement, mechanically stabilized or removed to the level of stable soils. The exposed subgrade should be examined and tested by Triad personnel prior to placement of compacted fill.

Excavation Areas

As indicated in previous sections of this report, the carbonate bedrock present beneath the site generally weathers differentially to produce a very irregular top of rock profile. Consequently, it is impossible to predict where rock will be encountered at locations between specific exploration points. In general, the residual soils can be excavated with conventional earth moving equipment such as backhoes and tracked loaders. However, hard bedrock or large boulders will require hoe ramming for effective removal. Blasting is not recommended due to the proximity to the existing structures.

During excavation operations, dry conditions should be maintained within the cut areas at all times in order to minimize the need for additional undercutting or aeration of soils. The contractor should be prepared to implement temporary de-watering measures in these areas during construction. All cut areas should be sealed at the end of each day, to the extent which construction practicality will permit, to help prevent infiltration of precipitation and subsequent unsuitable soil conditions.

All trenches should be sloped and/or supported in accordance with current Occupational Safety and Health Administration (O.S.H.A.) requirements. Trenches below structure and pavement areas should be backfilled in accordance with the Controlled Fill section of this report.

Controlled Fill

Satisfactory Soils

On-site residual soils and select existing fill materials can generally be used for fill provided that compaction criteria are strictly maintained. The fine-grained soils at the site are highly sensitive to moisture fluctuations and typically can be effectively placed and compacted only during drier seasons. Use of these soils during wet or rainy seasons is often futile due to the time and effort required to dry the material to achieve adequate compaction. Therefore, earthwork construction during the approximate period of late fall to early spring is generally very difficult with the limestone

derived soils in this region. Local weathered rock fill such as shale or well graded crushed aggregate can be considered as alternate fill material during adverse weather conditions.

Fill materials should not contain any debris, waste, or frozen materials and they should contain less than two (2) percent vegetation-organic materials by weight.

Satisfactory materials placed from final building subgrade level to a depth of 1 foot below foundation bearing levels, from the subgrade to a depth of 1 foot below utility invert levels and in the top one (1) foot of pavement subgrade should be free of rock or gravel larger than six (6) inches in any dimension. Satisfactory materials placed below these levels should be free of rock larger than nine (9) inches in any dimension.

All proposed fill materials should be approved by a geotechnical engineer prior to placement as controlled fill, and representative samples should be submitted by the contractor one week prior to placement of that material to allow time for completion of the necessary laboratory tests.

Placement and Compaction

Before compaction, each layer should be moistened or aerated as necessary to obtain the required compaction. Each layer should be compacted to the required percentage of maximum dry density. Fill should not be placed on surfaces that are muddy or frozen, or have not been approved by testing and/or proof-rolling. Free water should be prevented from appearing on the surface during or subsequent to compaction operations.

Soil material which is removed because it is too wet to permit proper compaction can be spread and allowed to dry. Drying can be facilitated by discing or harrowing until the moisture content is reduced to an acceptable level. When the soil is too dry, water should be applied uniformly to the subgrade surface or to the layer to be compacted.

All fill material compacted by heavy compaction equipment should be placed in maximum 10-inch loose lifts. All fill material compacted by hand-operated tampers or light compaction equipment should be placed in maximum 4-inch loose lifts.

Fill material placed below and extending five (5) feet beyond the foundations for the structure should be compacted to at least 98 percent of the laboratory maximum dry density as determined by the Standard Proctor method (ASTM D 698). The moisture content of the soils should be at or within two (2) percentage points of the optimum moisture content.

Foundation Construction

We anticipate that conventional earth excavation equipment such as a backhoe can be utilized to excavate the residual soils or controlled fill for foundation construction. Any foundation excavations which encounter hard rock will require hoe ram chipping to attain required bearing

elevations. We recommend that any loose materials present at the bottom of footing excavations as a result of excavation operations be re-compacted in order to minimize differential settlements.

If partial hard rock bearing is encountered at the bottom of proposed footing levels, we recommend that the rock be undercut a minimum of one (1) foot and be replaced with compacted soil fill. This treatment generally reduces the magnitude of differential settlements associated with footings bearing partially on hard rock and partially on soil.

Foundation concrete should be placed the same day that excavations are completed to reduce the potential for softening due to precipitation and/or runoff. All footing excavations for the proposed structures should be examined by a geotechnical engineer or a qualified representative from our office prior to placing concrete to confirm that the required bearing support is available.

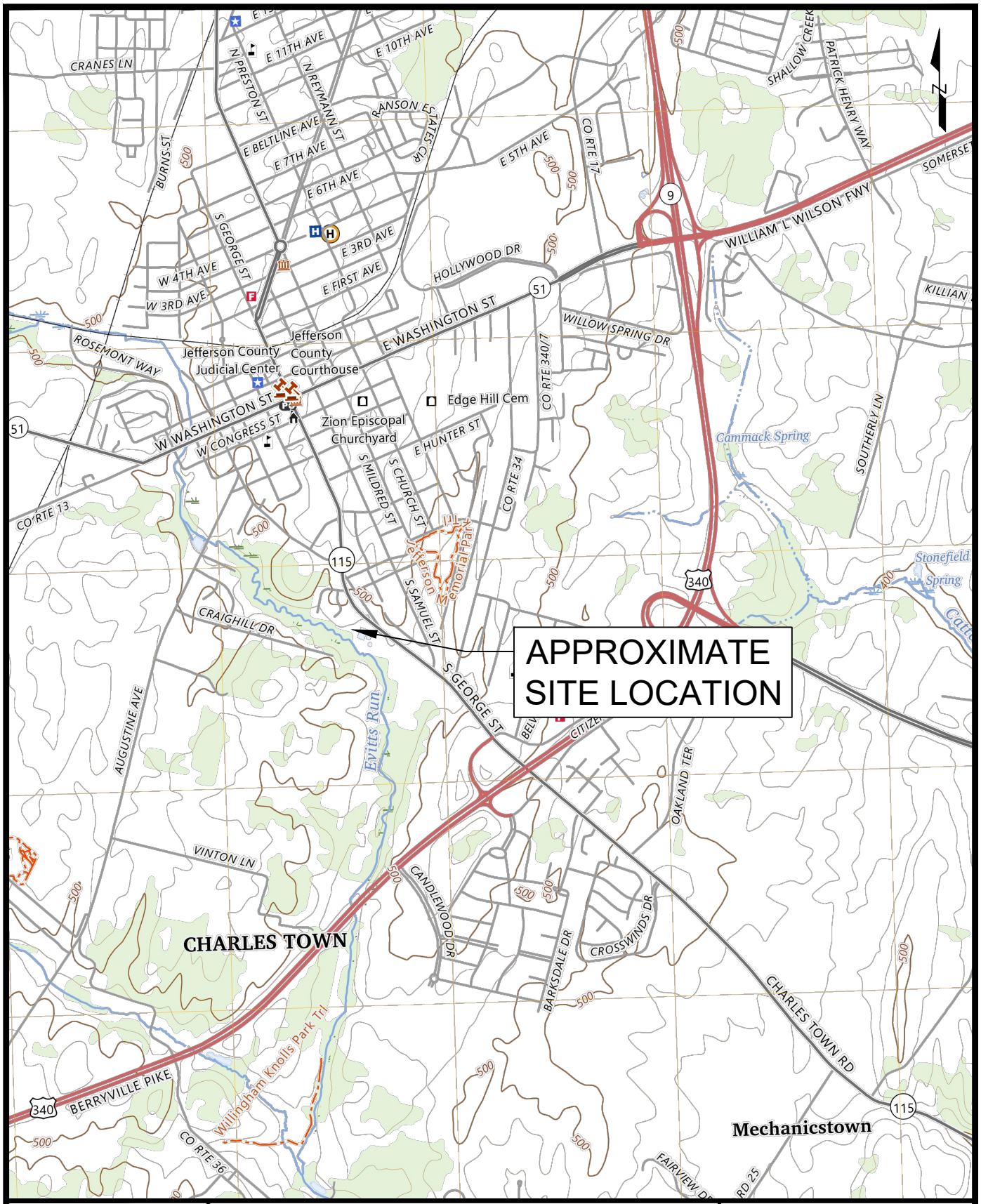
Construction Monitoring

We recommend that Triad be retained to monitor the construction activities to verify that the field conditions are consistent with the findings of our exploration. If significant variations are encountered, or if the design is altered, we should be notified.

Triad should provide personnel as required to observe all excavations and document proof-rolling prior to fill placement. In addition, all fill material should be monitored, tested and approved during fill construction. Field density tests should be performed in accordance with ASTM D 6938 (nuclear method). A minimum of three field density tests should be performed for each lift of fill placed or a minimum of one test every 2,500 square feet of fill placed to confirm the required soil compaction.

APPENDIX A

Illustrations



CHARLES TOWN WEST VIRGINIA		SITE LOCATION PLAN	TRIAD ENGINEERING, INC. www.triadeng.com
PREPARED BY: ARK	REVIEWED BY: SJG	CTUB WWTP MAINTENANCE BUILDING	
DATE: 6/24/2025	SCALE: 1"=2000'	PROJECT NO:03-25-0442	Figure: A-1

TEST BORE NO.	NORTHING	EASTING	SURFACE ELEVATION	DEPTH DRILLED
TB–1	288376.12	2433668.98	483.2	20'
TB–2	288349.30	2433595.51	483.3	20'
TB–3	288333.93	2433633.82	482.4	20'

GENERAL NOTES:

1. THE DATA AND GRAPHICAL INFORMATION SHOWN ON THIS DRAWING IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY. THE CROSS–SECTION AND RELATIVE ASSUMED POSITION OF EXISTING AND PROPOSED FINAL GRADES ARE ONLY FOR THE PURPOSE OF THE ENGINEER IN DEFINING RELATIVE GEOLOGIC AND SOIL HORIZONS FOR DESIGN. THE CONTRACTOR IS ADVISED THAT NO REPRESENTATIONS ARE MADE REGARDING THE SUBSURFACE QUALITIES OF ROCK OR SOIL. ALL EXCAVATION ON THIS PROJECT IS CONSIDERED "UNCLASSIFIED" AS GOVERNED BY THE APPLICABLE PROVISIONS OF THE CONTRACT DOCUMENTS. THE CONTRACTOR IS FURTHER ADVISED THAT DISCREPANCIES IN VARIOUS ELEVATIONS OF SOIL AND ROCK ENCOUNTERED IN THE FIELD WILL, IN NO WAY, BE A BASIS FOR ADDITIONAL COMPENSATION. THE CONTRACTOR SHALL MAKE ITS OWN DETERMINATIONS RELATIVE TO EXCAVATION REQUIRED FOR THE PROJECT. NO WARRANTIES, INDEMNIFICATIONS, OR GUARANTEES ARE MADE RELATIVE TO SUBSURFACE INFORMATION PROVIDED IN THE CONTRACT DOCUMENTS AND CONTRACT DRAWINGS AND IN NO WAY SHALL RELIEVE THE CONTRACTOR OF ITS RESPONSIBILITIES UNDER THE TERMS OF THESE CONTRACT DOCUMENTS. ALL DETERMINATIONS AND OTHER ANALYSIS REGARDING THE SUBSURFACE CONDITIONS FOR THE PROJECT AND ITS AFFECT ON THE EXECUTION OF THE CONTRACT SHALL BE SOLELY WITHIN THE DOMAIN OF THE CONTRACTOR AS REFLECTED IN ITS BID OFFERED TO THE OWNER. THE OWNER, ENGINEER AND ITS AGENTS RELATED THERETO ARE UNDER NO OBLIGATION RELATIVE TO CONSTRUCTION RELATED PROVISIONS ASSOCIATED WITH THIS DRAWING OR SUBSURFACE INFORMATION PROVIDED.

N

80

B-1 TEST BORE NO. 1 EL. 483.2

B-2 TEST BORE NO. 2 EL. 483.3

B-3 TEST BORE NO. 3 EL. 482.4

PROPOSED MAINTENANCE BUILDING APPROXIMATELY 40'–3" x 68'–5"

CARSWELL JOSEPH B TAX ID 03 8001800000000 DB 1197 PG 416

HARSH ADAM F TAX ID 03 8001700000000 DB 1306 PG 657

L ELIZABETH C 3 8001600000000 985 PG 743

CITY OF CHARLES TOWN TAX ID 03 8002300000000 DB 935 PG 27

CITY OF CHARLES TOWN TAX ID 03 8000100000000 DB 131 PG 409 DB 1053 PG 222

SOUTH GEORGE STREET (S.R. 115)

SOUTH GEORGE STREET EXT. (S.R. 115/2)

60' WIDE WVDOH RIGHT OF WAY

NEW BITUMINOUS PAVING

STORAGE CONTAINER

SHED

BUILDING

CONCRETE

STABILIZED

ASPHALT

WOODED

CHAINLINK FENCE

CONCRETE BLOCK RETAINING WALL

UTILITY RISER

ELEC. METER

GUY WIRE

ELEC. BOX

GATE

SIGN

FH

WATER METER

10' DOUBLE SWING GATE

4' MAN GATE

T-POST

CP#1 SPIKE

CP#2 SPIKE

CP#9 SPIKE

SSMH TOP EL. 481.22 INV (A) 475.97 INV (B) 473.62 INV (C) 472.93 INV (D) 472.72

SBR BASIN NO. 1

SBR BASIN NO. 2

SPLITTER BOX

BLOWER/ELECTRICAL BUILDING FF EL. 470.48

EXISTING 10' SANITARY SEWER EASEMENT

POTABLE WATERLINE

12"PVC

8"PVC

10"PVC

TRIAD ENGINEERING, INC.

OFFICE LOCATIONS
MARYLAND ○ PENNSYLVANIA ○ VIRGINIA ○ WEST VIRGINIA

B-# Approximate Test Location

PROJECT NO: 03-25-0442

DRAWN BY: ARK

CHECKED BY: SJG

DATE: 06-24-2025

SCALE: 1"=40'

TEST LOCATION PLAN
CTUB WWTP
MAINTENANCE BUILDING
CHARLES TOWN
WEST VIRGINIA

TRIAD ENGINEERING, INC.
www.triadeng.com

FIGURE : A-2

APPENDIX B

Field Exploration

FIELD EXPLORATION

The subsurface conditions at the site were explored by drilling three (3) soil borings. The borings were drilled utilizing a track-mounted drill rig equipped with hollow stem augers. The field exploration was supervised by a geotechnical engineer from our office.

SPT and sampling was performed in accordance with ASTM D 1586. The SPT's were performed to depths indicated on the attached boring logs using a split barrel sampler with an outside diameter of two (2) inches and an inside diameter of one and three-eighths (1-3/8) inches. The split barrel sampler was driven eighteen (18) inches with a hammer weighing approximately 140 pounds and falling thirty (30) inches. The number of blows required to drive the split barrel sampler at six (6) inch increments was recorded on the boring logs. The method utilized to classify the soils is defined in Figure B-1.

KEY TO IDENTIFICATION OF SOIL AND WEATHERED BEDROCK SAMPLES

Descriptor Sequence	
1	Color
2	Primary Component
3	Fractions
4	Moisture
5	Descriptors
6	Plasticity
7	Consistency/ Relative Density
8	Deposition Type

1. Color	
Gray	Tan
Brown	Black
Orange	Red
Green	Yellow
Purple	Blue
Modifiers	
Light	Lighter side of color range
Dark	Darker side of color range
Mottled	Irregularly marked with spots of different colors
Banded	Alternating shades or colors

2. Primary Component	
Component	Grain Size
Boulders	≥ 12 inches
Cobbles	3 to 12 inches
Coarse Gravel	1 to 3 inches
Medium Gravel	$^{3}/_{8}$ to 1 inch
Fine Gravel	$^{5}/_{64}$ to $^{3}/_{8}$ inch
Coarse Sand	#40 to #10
Fine Sand	#200 to #40
Silt/Clay	≤ #200

3. Fractions	
And	≥ 35%
Some	20 to 35%
Little	10 to 20%
Trace	< 10%

4. Moisture	
Dry	Dry to touch
Damp	Slightly moist
Moist	No visible free water
Wet	Visible free water

5. Descriptors	
Fissile	Splits easily along closely spaced parallel planes (breaks into plates)
Hackly	Jagged or irregular fracture planes
Slickenside	Polished and striated surface that results from friction along a fault plane
Laminated	Alternating thin layers of varying material or colors less than ¼" thick
Lensed	Inclusion of small pockets of different soils
Saprolitic	Completely weathered rock that retains the appearance of the original rock structure but has only a trace of the original bond strength
Micaceous	Containing mica minerals
Varved	Laminated sediment consisting of alternating layers of fine sand and silt or clay deposited in still water

6. Plasticity of Fine-Grained Soils

Fine-Grained Component	Plasticity	Estimated Plasticity Index (PI)	Smallest Thread Diameter	Thread Characteristics	Dilatancy
Predominately Silt: Silt ↑ More Silt ↑	Non-Plastic	0 - 2%	Ball cracks	Dries rapidly; a 1/8-inch thread cannot be rolled at any water content	Moist ball sheds water when shaken giving a glossy appearance
	Low Plasticity	3 - 10%	$^{1}/_{8}$ to $^{1}/_{4}$ inch	Feels powdery when drying out during rolling; thread can barely be rolled	Moist ball retains water or sheds water slowly when shaken
Predominately Clay: More Clay ↓ Clay ↓	Medium Plasticity	> 10 - 20%	$^{1}/_{16}$ inch	Thread cannot be rerolled after reaching plastic limit	
	Highly Plastic	> 20%	$^{1}/_{32}$ inch	Thread can be rerolled after reaching plastic limit	Moist ball retains water when shaken

7a. Relative Density of Granular Coarse-Grained Soils	
Descriptor	N-Value
Very Loose	≤ 4
Loose	5 - 10
Medium Dense	11 - 30
Dense	31 - 50
Very Dense	> 50

7b. Consistency of Fine-Grained Soils		
Descriptor	Pocket Penetrometer (tons/ft^2)	N-Value
Very Soft	≤ 0.25	≤ 2
Soft	≥ 0.25 - 0.5	3 - 4
Medium Stiff	> 0.5 - 1.0	5 - 8
Stiff	> 1.0 - 2.0	9 - 15
Very Stiff	> 2.0 - 4.0	16 - 30
Hard	> 4	≥ 31

8. Type of Deposit	
Alluvium	Sediment deposited by moving water
Colluvium	Sediment deposited by gravity
Fill	Manmade deposit
Fluviomarine	Stratified materials formed by the combined action of river and sea processes
Glacial Outwash	Sediment deposited by glacial meltwater; commonly sand and gravel
Glacial Till	Unsorted sediment deposited by glacier
Glacial Lake Deposit	Sediment deposited in glacial lake; commonly silt and clay
Residuum	Insoluble material remaining from weathered rock
Weathered Bedrock	Bedrock that has been weathered

FIGURE B-1

BORING LOG

Sheet 1 of 1

Project Number: **03-25-0442** Project Name: **Charles Town Utility Board**

Inspector: SJG Boring Location: See Figure A-2 Boring No.: **B- 1**

Date Started: 6/9/25 Drilling Method: DIEDRICH D-70 TURBO

Date Completed: 6/9/05 Driller: CONNELLY Ground Elev.: 483.2

Shelby Tube | Standard Split Spoon | Water Level First Noted 18.5 ft. | Water Level Upon Completion 18.5 ft.

Core Sample | Auger Probe

Depth (feet)	Pocket Penetrometer (tsf)	Sample Type	Penetration Blows/6 inches	Recovery (%)	RQD (RUN)	Strata Depth (ft)	MATERIAL DESCRIPTION	RQD (Strata)	Water Level	Graphic Log	Strata Elevation
	4.		50-34-39-14	100%		1.5	Brown and gray **GRAVEL**, very dense, some sand, trace silt, moist - FILL -				481.7
	4.5		13-12-10-8	100%		2.0	Brown **CLAY**, very stiff, medium plasticity, little gravel, trace sand, moist - FILL -				481.2
						4.0	Brown **CLAY**, very stiff, low plasticity, trace sand, trace gravel, moist - FILL -				479.2
5.0	1.		5-5-6-5	33%		6.0	Orange **CLAY**, medium stiff, medium plasticity, some gravel, trace sand, moist - POSSIBLE FILL -				477.2
	3.		3-3-6-4	100%			Orange **SILT**, stiff, low plasticity, little sand, trace gravel, moist				
	1.5		2-1-1	100%			- very soft, moist to wet				
10.0											
	4.5		8-5-5	89%			- stiff, some gravel, moist				
15.0											
	4.5		1-3-5	100%			- medium stiff, wet				
20.0						20.0	- RESIDUUM -				463.2
							BORING TERMINATED AT 20.0 FEET				
25.0											

Remarks: Boring dry during and upon completion of drilling. Cave in at 4'.

TRIAD ENGINEERING, INC.

TRIAD_C - REVISED 03-25-0442 LOGS.GPJ 03-11-0062 EMMITSBURG WWTP ENR UPGRADE.GPJ 6/24/25

BORING LOG

Sheet 1 of 1

Project Number: **03-25-0442** Project Name: **Charles Town Utility Board**

Inspector: SJG Boring Location: See Figure A-2 Boring No.: **B- 2**

Date Started: 6/9/25 Drilling Method: DIEDRICH D-70 TURBO

Date Completed: 6/9/05 Driller: CONNELLY Ground Elev.: 483.3

Shelby Tube | Standard Split Spoon | Water Level First Noted 13.5 ft. | Water Level Upon Completion 18.5 ft.

Core Sample | Auger Probe

Depth (feet)	Pocket Penetrometer (tsf)	Sample Type	Penetration Blows/6 inches	Recovery (%)	RQD (RUN)	Strata Depth (ft)	MATERIAL DESCRIPTION	RQD (Strata)	Water Level	Graphic Log	Strata Elevation
			50/3"	100%		0.3	3.0" TOPSOIL				483.1
							Orange **CLAY**, very stiff, medium plasticity, some gravel, trace sand, moist				
	2.5		9-7-4-5	75%			- FILL -				
						3.0					480.3
							Brown orange **CLAY**, stiff, trace sand, moist				
						4.0	- RESIDUUM -				479.3
5.0	4.5		7-9-10-11	100%			Tan **SILT**, very stiff, low plasticity, some sand, little gravel, moist				
	1.5		1-3-2	100%			- - medium stiff, moist to wet				
10.0											
	1.5		1-1-1	100%			- very soft, wet				
15.0											
			WH-3-1	0%			- soft				
			50/5"	20%		18.9	- RESIDUUM -				464.4
							BORING TERMINATED AT 18.9 FEET				
20.0											
25.0											

Remarks: Boring dry during and upon completion of drilling. Cave in at 17'.

TRIAD ENGINEERING, INC.

TRIAD_C - REVISED 03-25-0442 LOGS.GPJ 03-11-0062 EMMITSBURG WWTP ENR UPGRADE.GPJ 6/24/25

BORING LOG

Sheet 1 of 1

Project Number: **03-25-0442** Project Name: **Charles Town Utility Board**

Inspector: SJG Boring Location: See Figure A-2 Boring No.: **B- 3**

Date Started: 6/9/25 Drilling Method: DIEDRICH D-70 TURBO

Date Completed: 6/9/05 Driller: CONNELLY Ground Elev.: 482.4

Shelby Tube | Standard Split Spoon | Water Level First Noted 17.5 ft. | Water Level Upon Completion 17.5 ft.

Core Sample | Auger Probe

Depth (feet)	Pocket Penetrometer (tsf)	Sample Type	Penetration Blows/6 inches	Recovery (%)	RQD (RUN)	Strata Depth (ft)	MATERIAL DESCRIPTION	RQD (Strata)	Water Level	Graphic Log	Strata Elevation
		X	14-22-15-14	83%		2.0	Brown and gray **GRAVEL**, medium dense, little sand, little silt, moist - FILL -				480.4
	3.0	X	9-6-21-26	75%			Orange **CLAY**, hard, medium plasticity, some gravel, trace sand, moist				
5.0	1.0	X	37-6-22-11	50%			- very stiff				
		X	3-4-7-6	0%			- stiff				
						8.0	- FILL -				474.4
	3	X	3-4-5-6	100%			Orange **SILT**, very stiff, low plasticity, trace gravel, trace sand, moist				
10.0											
	1.0	X	2-1-3	100%			- soft, wet				
15.0											
	0.5	X	WOH-WOH-7	28%			- RESIDUUM -				
20.0						20.0	- - medium stiff BORING TERMINATED AT 20.0 FEET				462.4
25.0											

Remarks: Boring dry during and upon completion of drilling. Cave in at 3'. Auger grinding from 4' to 6'. Auger deflection at 5.5'.

TRIAD ENGINEERING, INC.

TRIAD_C - REVISED 03-25-0442 LOGS.GPJ 03-11-0062 EMMITSBURG WWTP ENR UPGRADE.GPJ 6/24/25

APPENDIX C

Laboratory Testing

LABORATORY TESTING

The soil samples obtained from the field exploration were visually classified in the field by a geotechnical engineer from Triad. The recovered soils were further evaluated by laboratory testing. Laboratory soil tests were conducted in accordance with applicable ASTM Standards as listed below:

1) Moisture content tests were performed in accordance with ASTM D 2216.

2) Atterberg Limits tests, consisting of the liquid limit, plastic limit, and plasticity index, were performed in accordance with ASTM D 4318.

3) Sieve analyses with washed No. 200 sieve tests were performed in accordance with ASTM D 422.

A summary and details of the laboratory tests are included on the following pages of this appendix.

TRIAD ENGINEERING, INC.

SOIL DATA SUMMARY

SAMPLE NO.	SAMPLE DEPTH (ft)	SAMPLE TYPE	NATURAL MOISTURE (%)	ATTERBERG LIMITS			GRADATION			USCS SOIL CLASS.	ADDITIONAL TESTS CONDUCTED
				LL	PL	PI	% GRAVEL	% SAND	% FINES		
B-1	6.0-10.0	SS	40.2	37	28	9	0.3	11.2	88.5	ML	
B-1	13.5-15.0	SS	47.5								
B-1	18.5-20.0	SS	32.0								
B-2	4.0-10.0	SS	37.1	35	28	7	14.4	24.4	61.2	ML	
B-2	13.5-15.0	SS	47.0								
B-2	18.5-18.9	SS	52.7								
B-3	0-2.0	SS	2.6								
B-3	2.0-4.0	SS	18.0								
B-3	4.0-6.0	SS	21.4								
B-3	8.0-10.0	SS	22.7								

Notes: 1) Soil tests performed in accordance with ASTM testing standards.

2) SS = Split Spoon; UD = Undisturbed

TRIAD ENGINEERING, INC. Celebrating 50 YEARS (1975–2025)

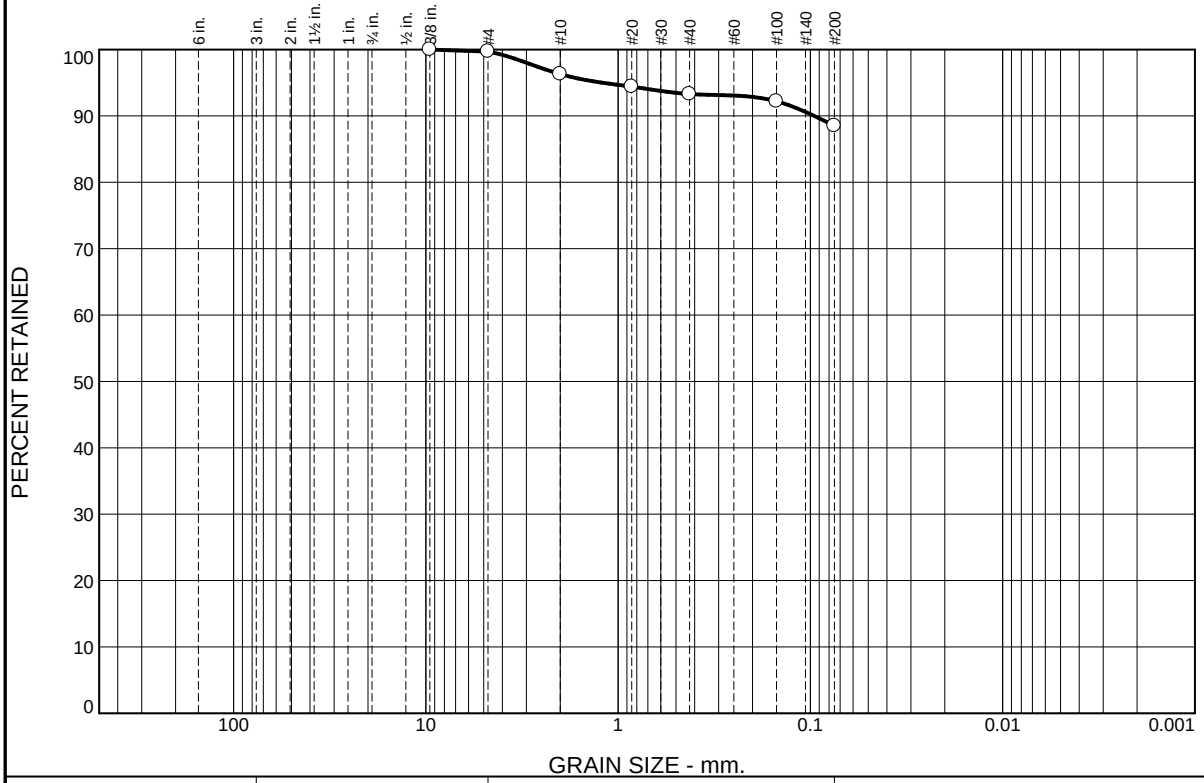
Project No.: 03-25-0442

Project Name: Charles Town Utility Board WWTP Maintenance Building

Location: Charles Town, WV

FIGURE C-1

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	0.3	3.4	3.0	4.8	88.5	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
3/8	100.0		
#4	99.7		
#10	96.3		
#20	94.4		
#40	93.3		
#100	92.2		
#200	88.5		

* (no specification provided)

Material Description

Tan brown SILT

Atterberg Limits

PL= 28 LL= 37 PI= 9

Coefficients

D_{90}= 0.0955 D_{85}= D_{60}=
D_{50}= D_{30}= D_{15}=
D_{10}= C_u= C_c=

Classification

USCS= ML AASHTO= A-4(9)

Remarks

Sample Number: B-1 **Depth:** 6.0'-10.0'

Date: 6/24/25

Triad Engineering, Inc.

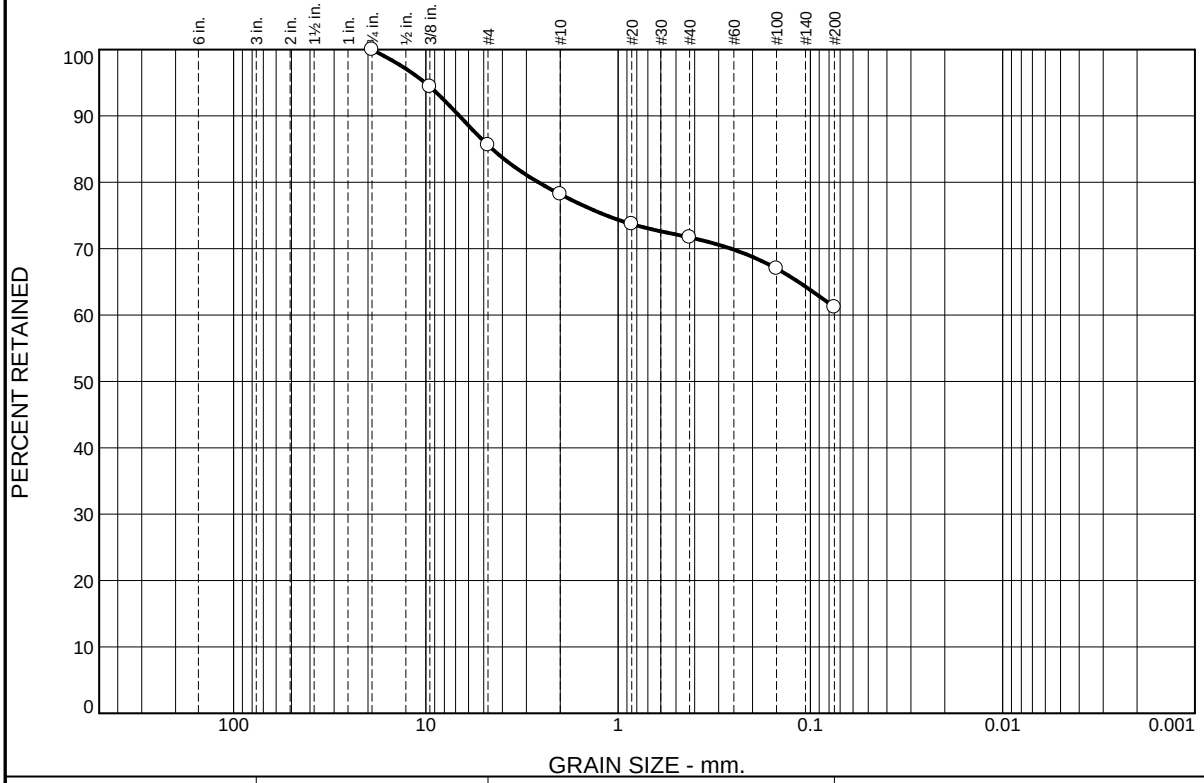
Client: Gwin, Dobson & Foreman, Inc.

Project: Charles Town Utility Board WWTP Maintemance Building
Charles Town, WV

Project No: 03-25-0442 **Figure** C-2

Tested By: DLS

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	14.4	7.4	6.5	10.5	61.2	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
3/4	100.0		
3/8	94.4		
#4	85.6		
#10	78.2		
#20	73.7		
#40	71.7		
#100	67.0		
#200	61.2		

* (no specification provided)

Material Description

Tan brown sandy SILT

Atterberg Limits

PL= 28 LL= 35 PI= 7

Coefficients

D_{90}= 6.6906 D_{85}= 4.5085 D_{60}=
D_{50}= D_{30}= D_{15}=
D_{10}= C_u= C_c=

Classification

USCS= ML AASHTO= A-4(3)

Remarks

Sample Number: B-2 **Depth:** 4.0'-10.0'

Date: 6/24/25

Triad Engineering, Inc.

Client: Gwin, Dobson & Foreman, Inc.

Project: Charles Town Utility Board WWTP Maintemance Building
Charles Town, WV

Project No: 03-25-0442 **Figure** C-3

Tested By: DLS

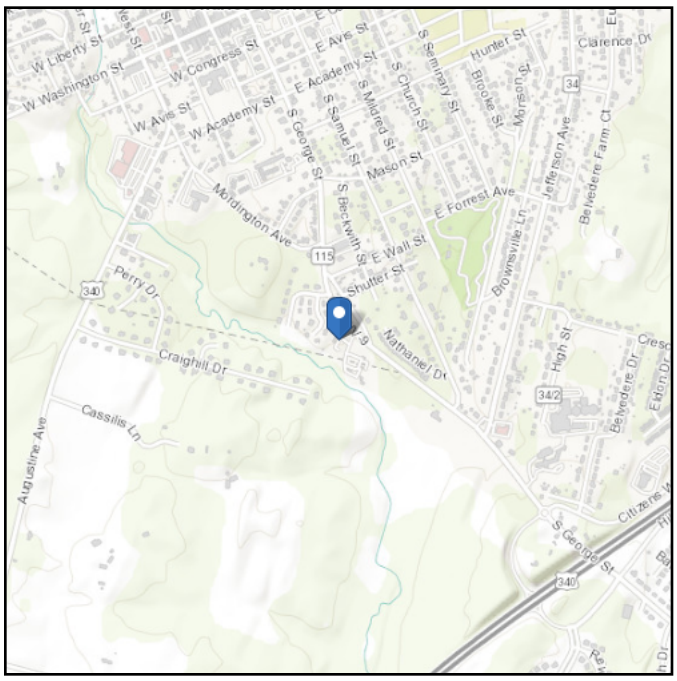
APPENDIX D

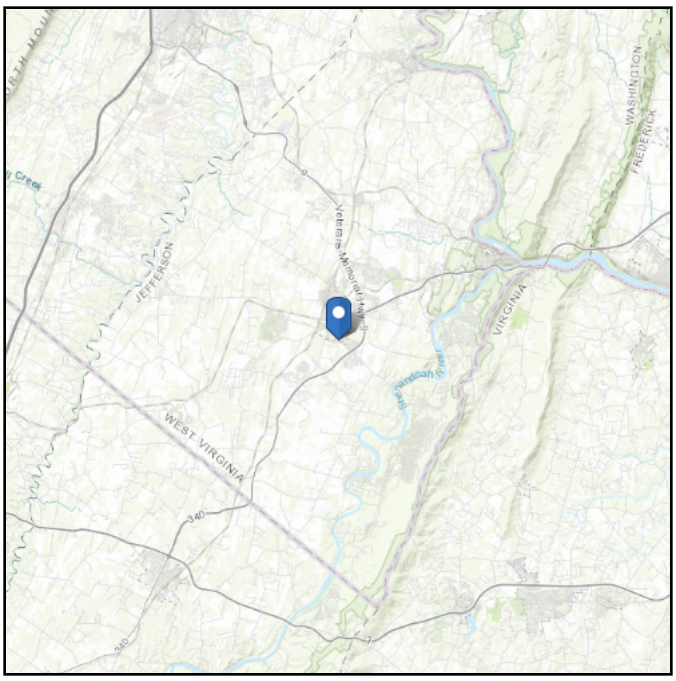
ASCE Hazards Report

ASCE Hazards Report

Address:
No Address at This Location

Standard:	ASCE/SEI 7-22	**Latitude:**	39.279992
Risk Category:	II	**Longitude:**	-77.856643
Soil Class:	CD	**Elevation:**	483.05447940131234 ft (NAVD 88)





Seismic

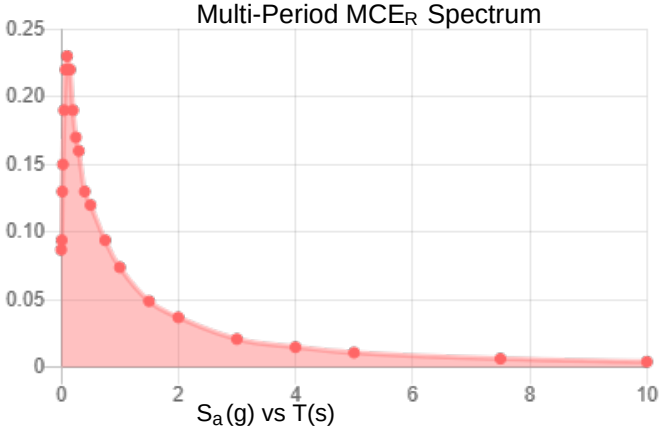
Site Soil Class: CD

Results:

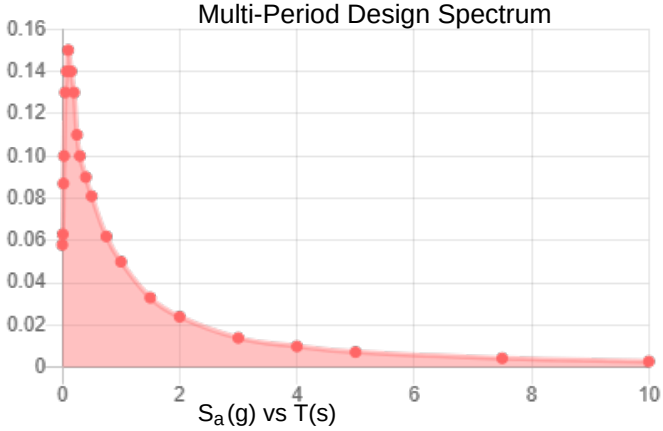
PGA_M :	0.077	T_L :	12
S_{MS} :	0.17	S_S :	0.14
S_{M1} :	0.074	S_1 :	0.042
S_{DS} :	0.12	V_{S30} :	365
S_{D1} :	0.05		

Seismic Design Category: A

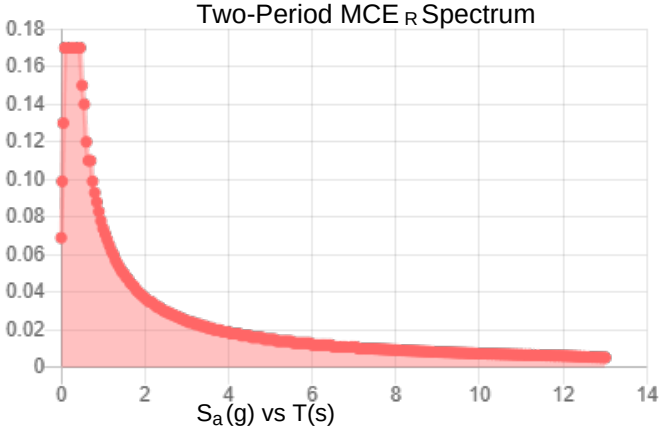
Multi-Period MCE_R Spectrum



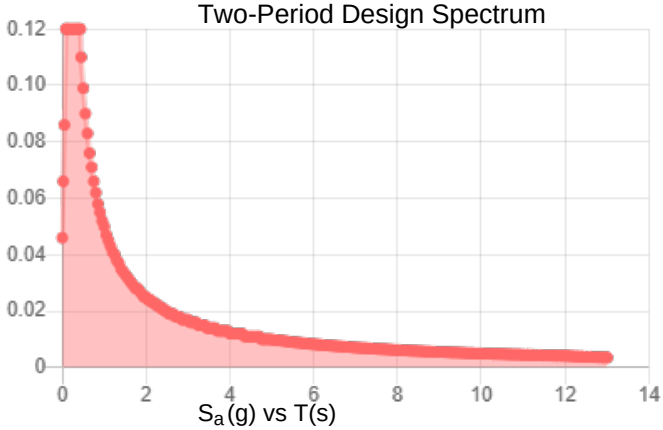
Multi-Period Design Spectrum



Two-Period MCE_R Spectrum



Two-Period Design Spectrum



MCE_R Vertical Response Spectrum

Vertical ground motion data has not yet been made available by USGS.

Design Vertical Response Spectrum

Vertical ground motion data has not yet been made available by USGS.

Data Accessed: Tue Jun 24 2025

Date Source:
USGS Seismic Design Maps based on ASCE/SEI 7-22 and ASCE/SEI 7-22 Table 1.5-2. Additional data for site-specific ground motion procedures in accordance with ASCE/SEI 7-22 Ch. 21 are available from USGS.

The ASCE Hazard Tool is provided for your convenience, for informational purposes only, and is provided “as is” and without warranties of any kind. The location data included herein has been obtained from information developed, produced, and maintained by third party providers; or has been extrapolated from maps incorporated in the ASCE standard. While ASCE has made every effort to use data obtained from reliable sources or methodologies, ASCE does not make any representations or warranties as to the accuracy, completeness, reliability, currency, or quality of any data provided herein. Any third-party links provided by this Tool should not be construed as an endorsement, affiliation, relationship, or sponsorship of such third-party content by or from ASCE.

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02:43 PM AUG 05 2025 EXEC SEC DIV

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
City of Ransom Mayor Duke Pierson

SECRETARY
Ashley Stottlemyer

Board Member Heidi Parker

Board Member Patrick Kratovil

UTILITY MANAGER
Kristen Stolipher

August 5, 2025

Public Service Commission of West Virginia
201 Brooks Street
Charleston, West Virginia 25301

Re: PSC General Order 267 – Customer Notification Plan for Planned and Unplanned Service Outages

Dear Commissioners:

The Charles Town Utility Board (CTUB) hereby submits the following Customer Notification Plan for planned and unplanned service outages in compliance with the Commission's General Order 267.

CTUB strives to ensure that information is disseminated in a timely and accurate manner to its customers during planned and unplanned outages or disruptions in service. The following plan outlines CTUB's policy on communicating during outages.

Planned Outages

A. Customers will be notified at least twenty-four (24) hours in advance of the outage.

B. Customers will be notified by text, phone call and a physical door hanger.

C. Notifications will include a clear message detailing:
   i. Date and time of outage;
   ii. Reason for outage;
   iii. Precautions for water usage;
   iv. Expected duration of outage and time needed to boil water;

D. CTUB will provide notification on its social media page and its website in addition to the above notification methods.

E. Up to date information will be sent to customer(s) if outage is longer than planned

F. Customers will be notified by text, phone call, door hanger and website upon release of boil water requirement.

02:43 PM AUG 05 2025 EXEC SEC DIV

G. CTUB also adheres to the requirements of the West Virginia Department of Health and Human Resources "Manual of Environmental Health Procedures" with regard to Boil Water Advisories.

Unplanned Outages

A. Customers are notified as soon as possible after incident.

B. Customers are notified by text, phone call and physical door hanger.

C. Notifications will include a clear message detailing:
   i. Date and time of outage;
   ii. Reason for outage;
   iii. Precautions for water usage;
   iv. Expected duration of outage and time needed to boil water.

D. CTUB will provide notification on its social media page and its website in addition to the above notification methods.

E. Up to date information will be sent to customer(s) if outage is longer than planned.

F. Customers will be notified by text, phone call, door hanger and website upon release of boil water requirement.

G. CTUB also adheres to the requirements of the West Virginia Department of Health and Human Resources "Manual of Environmental Health Procedures" with regard to Boil Water Advisories.

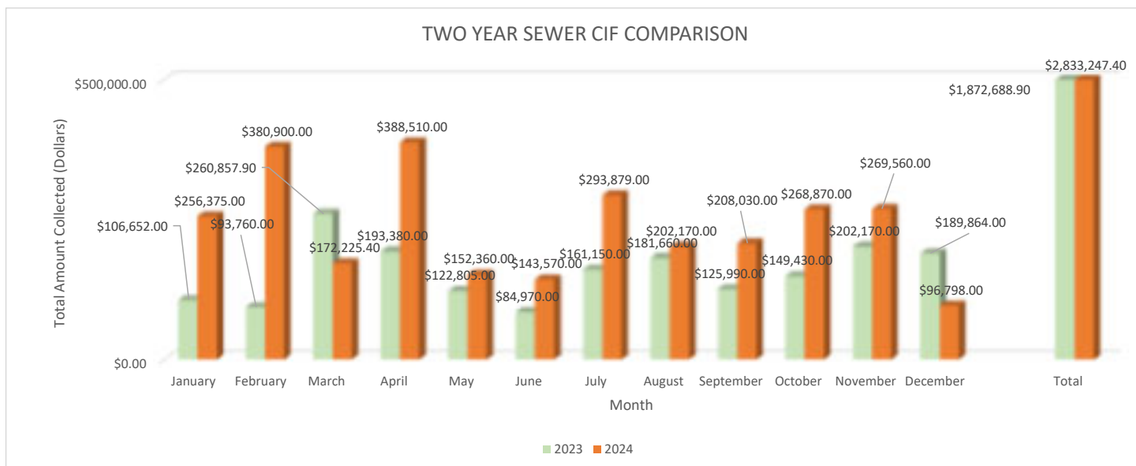
Should you have any questions regarding the Customer Notification Plan detailed above, please do not hesitate to contact me.

Sincerely,

Kristen M. Stolipher
Utility General Manager
kstolipher@ctubwv.com
(304) 725-2316

Charles Town Utility Board 2024 Capacity Improvement Fee Collections/EDU for Sewer						
Month	**Commercial**	**Residential**	**Total Number of EDU's**	**Total Sewer CIF Collected**	**CIF Paid to Ranson**	**Total**
Jan-24	1.5	86	87.5	$ 289,687.50	$ 33,312.50	$ 256,375.00
Feb-24		130	130	$ 458,900.00	$ 78,000.00	$ 380,900.00
Mar-24	6.78	52	58.78	$ 181,975.40	$ 9,750.00	$ 172,225.40
Apr-24	25	107	132	$ 438,885.00	$ 50,375.00	$ 388,510.00
May-24		52	52	$ 175,110.00	$ 22,750.00	$ 152,360.00
Jun-24		49	49	$ 182,570.00	$ 39,000.00	$ 143,570.00
Jul-24		100.3	100.3	$ 345,879.00	$ 52,000.00	$ 293,879.00
Aug-24		69	69	$ 226,545.00	$ 24,375.00	$ 202,170.00
Sep-24		71	71	$ 234,030.00	$ 26,000.00	$ 208,030.00
Oct-24	14	70	84	$ 278,620.00	$ 9,750.00	$ 268,870.00
Nov-24		92	92	$ 295,560.00	$ 26,000.00	$ 269,560.00
Dec-24	2.6	26	28.6	$ 96,798.00		$ 96,798.00
Total 2024	**49.88**	**764.3**	**954.18**	**$ 3,204,559.90**	**$ 371,312.50**	**$ 2,833,247.40**

Charles Town Utility Board 2025 Capacity Improvement Fee Collections/EDU for Sewer						
Month	**Commercial**	**Residential**	**Total Number of EDU's**	**Total Sewer CIF Collected**	**CIF Paid to Ranson**	**Total**
Jan-25	1	121	122	$ 402,960.00	$ 45,500.00	$ 357,460.00
Feb-25		80	80	$ 289,650.00	$ 55,250.00	$ 234,400.00
Mar-25	0.5	121	121.5	$ 419,370.00	$ 63,375.00	$ 355,995.00
Apr-25	0.44	127	127.44	$ 514,774.20	$ 141,375.00	$ 373,399.20
May-25		87	87	$ 313,410.00	$ 58,500.00	$ 254,910.00
Jun-25		114	114	$ 368,145.00	$ 9,750.00	$ 358,395.00
Jul-25		125	125	$ 390,625.00	$ 24,375.00	$ 366,250.00
Aug-25		4	4	$ 11,720.00		$ 11,720.00
Sep-25						
Oct-25						
Nov-25						
Dec-25						
Total 2025	**1.94**	**775**	**780.94**	**$ 2,710,654.20**	**$ 398,125.00**	**$ 2,312,529.20**

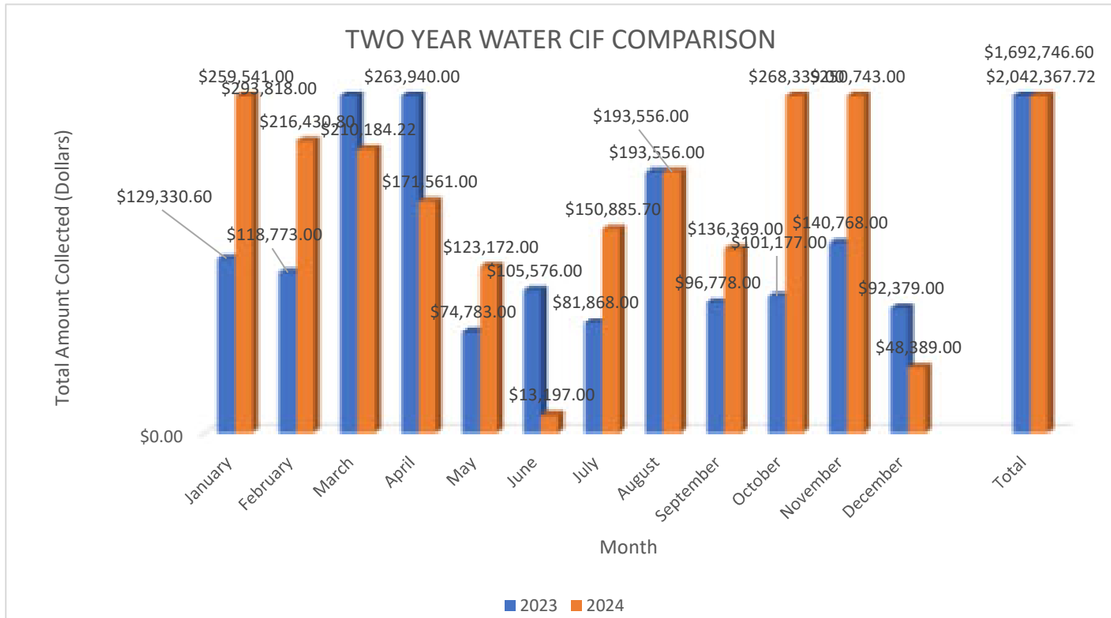


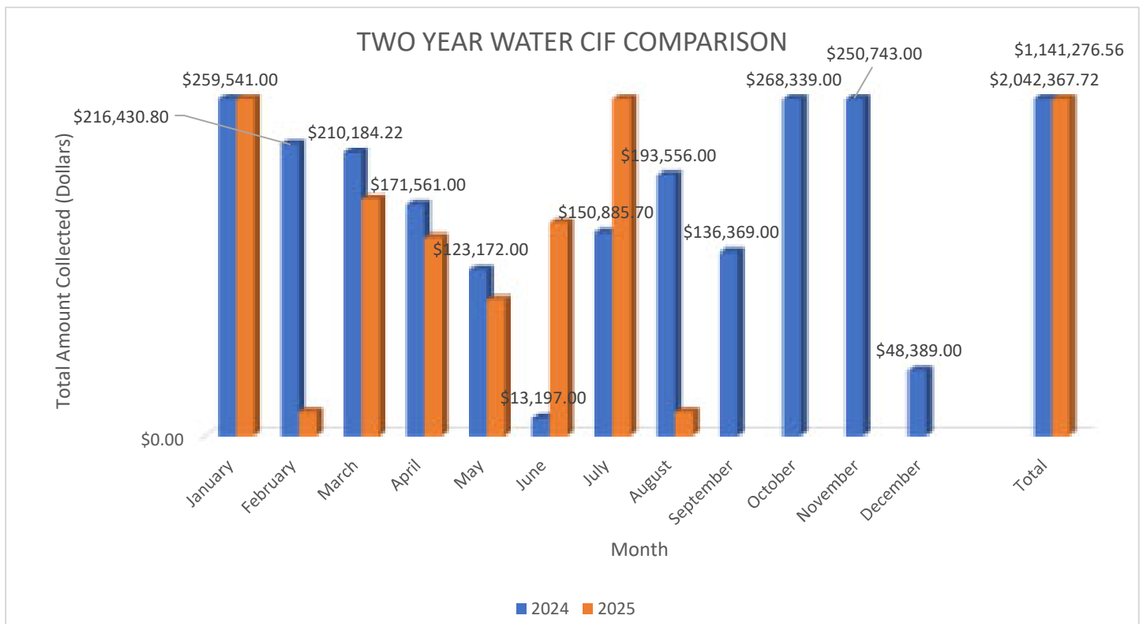


Water CIF Tracking as of August 8, 2025

2024 Capacity Improvement Fee Collections/EDU for Water				
Month	**Commercial**	**Residential**	**Total Number of EDU's**	**Total Water CIF**
Jan-24		59	59	$ 259,541.00
Feb-24		49.2	49.2	$ 216,430.80
Mar-24	6.78	41	47.78	$ 210,184.22
Apr-24		39	39	$ 171,561.00
May-24		28	28	$ 123,172.00
Jun-24		3	3	$ 13,197.00
Jul-24		34.3	34.3	$ 150,885.70
Aug-24		44	44	$ 193,556.00
Sep-24		31	31	$ 136,369.00
Oct-24		61	61	$ 268,339.00
Nov-24		57	57	$ 250,743.00
Dec-24		11	11	$ 48,389.00
Total 2024	**6.78**	**396.5**	**464.28**	**$ 2,042,367.72**

2025 Capacity Improvement Fee Collections/EDU for Water				
Month	**Commercial**	**Residential**	**Total Number of EDU's**	**Total Water CIF**
Jan-24		62	62	$ 272,738.00
Feb-24		4	4	$ 17,596.00
Mar-24		40	40	$ 175,960.00
Apr-24	0.44	33	33.44	$ 147,102.56
May-24		23	23	$ 101,177.00
Jun-24		36	36	$ 158,364.00
Jul-24		57	57	$ 250,743.00
Aug-24		4	4	$ 17,596.00
Sep-24				
Oct-24				
Nov-24				
Dec-24				
Total 2025	**0.44**	**259**	**259.44**	**$ 1,141,276.56**





CHARLES TOWN UTILITY BOARD
WASTEWATER TREATMENT PLANT FLOW DATA

CHARLES TOWN WASTEWATER PLANT FLOW DATA						
YEAR	Total Design (MGD)	TOTAL ANNUAL FLOW (MG)	AVERAGE DAILY (MGD)	Total Design minus Average Daily (MGD)	Total Available (gpd)	Total Available (EDU's)
2015	1.75	384	1.05	0.7	700,000	4,667
2016	1.75	419	1.14	0.61	610,000	4,067
2017	1.75	393	1.08	0.67	670,000	4,467
2018	1.75	491	1.34	0.41	410,000	2,733
2019	1.75	459	1.26	0.49	490,000	3,267
2020	1.75	419.7	1.15	0.60	603,333	4,022
2021	1.75	401.61	1.11	0.64	637,500	4,250
2022	1.75	387.15	1.06	0.69	687,500	4,583
2023	1.75	382.28	1.06	0.69	694,167	4,628
2024	1.75	431.85	1.30	0.45	453,333	3,022

TUSCAWILLA WASTEWATER PLANT FLOW DATA						
YEAR	Total Design (MGD)	TOTAL ANNUAL FLOW (MG)	AVERAGE DAILY (MGD)	Total Design minus Average Daily (MGD)	Total Available (gpd)	Total Available (EDU's)
2015	0.5	48	0.13	0.37	370,000	2,467
2016	0.5	49	0.13	0.37	370,000	2,467
2017	0.5	48	0.14	0.36	360,000	2,400
2018	0.5	78	0.21	0.29	290,000	1,933
2019	0.5	55.24	0.15	0.35	350,000	2,333
2020	0.5	1.09	0.16	0.34	340,000	2,267
2021	0.5	32.55	0.10	0.40	400,833	2,672
2022	0.5	62.8	0.17	0.33	328,333	2,189
2023	0.5	83.78	0.23	0.27	270,000	1,800
2024	0.5	66.68	0.18	0.32	316,667	2,111
2025	0.5	0	0.00	0.50	500,000	3,333

Total EDU's available between CT and Tuscawilla	
2015	7,133
2016	6,533
2017	6,867
2018	4,667
2019	5,600
2020	6,289
2021	6,922
2022	6,772
2023	6,428
2024	5,133
2025	3,333

Legend:
MGD= Million gallons per day
MG=million gallons
gpd= gallons per day
EDU= Equivalent Dwelling Unit (150 gpd)

2022		
	Total (MG)	AVERAGE (MG)
JANUARY	37.25	1.20
FEBRUARY	33.8	1.21
MARCH	33.28	1.07
APRIL	32.98	1.1
MAY	35.86	1.16
JUNE	29.9	1.00
JULY	29.78	0.96
AUGUST	30.19	1.01
SEPTEMBER	29.62	0.96
OCTOBER	29.02	0.94
NOVEMBER	30.09	1.00
DECEMBER	35.38	1.14
Annual Total	387.15	1.06

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

2024		
	Total (MG)	AVERAGE (MG)
JANUARY	36.06	1.16
FEBRUARY	34.43	1.19
MARCH	38.99	1.26
APRIL	38.08	1.27
MAY	37.15	1.2
JUNE	32.9	1.1
JULY	34.51	1.11
AUGUST	41.05	2.63
SEPTEMBER	35.37	1.18
OCTOBER	35.46	1.14
NOVEMBER	35.48	1.22
DECEMBER	32.37	1.1
Annual Total	431.85	1.30

2025		
	Total (MG)	AVERAGE (MG)
JANUARY	38.98	1.26
FEBRUARY	34.73	1.24
MARCH	33.84	1.09
APRIL	32.05	1.07
MAY	37.34	1.2
JUNE	38.01	1.2
JULY	34.6	1.12
AUGUST		
SEPTEMBER		
OCTOBER		
NOVEMBER		
DECEMBER		
Annual Total	249.55	1.17

2022		
	Total (MG)	AVERAGE (MG)
JANUARY	0	0
FEBRUARY	0	0
MARCH	4.34	0.14
APRIL	4.68	0.16
MAY	6.03	0.19
JUNE	6.21	0.21
JULY	6.48	0.21
AUGUST	7.01	0.23
SEPTEMBER	7.11	0.24
OCTOBER	7.27	0.23
NOVEMBER	6.94	0.23
DECEMBER	6.73	0.22
Annual Total	62.8	0.17

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

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

2025		
	Total (MG)	AVERAGE (MG)
JANUARY	4.9	0.16
FEBRUARY	4.5	0.17
MARCH	6.19	0.2
APRIL	6.84	0.23
MAY	6.76	0.22
JUNE	6.84	0.23
JULY	6.82	0.22
AUGUST		
SEPTEMBER		
OCTOBER		
NOVEMBER		
DECEMBER		
Annual Total	42.85	0.204

CHARLES TOWN UTILITY BOARD
WATER TREATMENT PLANT FLOW DATA

CHARLES TOWN WATER PLANT FLOW DATA						
YEAR	Total Design (MGD)	TOTAL ANNUAL FLOW (MG)	AVERAGE DAILY (MGD)	Total Design minus Average Daily (MGD)	Total Available (gpd)	Total Available (EDU's)
2019	2.8	644.32	1.77	1.03	1,034,980	6,900
2020	2.8	615.64	1.68	1.12	1,117,946	7,453
2021	2.8	601.87	1.64	1.16	1,164,627	7,764
2022	2.8	588.97	1.60	1.20	1,204,163	8,028
2023	2.8	602.24	1.63	1.17	1,168,256	7,788
2024	2.8	579.85	1.57	1.23	1,228,525	8,190
2025	2.8	344.16	1.62	1.18	1,184,118	7,894

2022		
	Total (MG)	AVERAGE (MG)
JANUARY	47,918,736	1,545,766
FEBRUARY	43,703,896	1,560,853
MARCH	48,063,482	1,550,435
APRIL	47,294,978	1,525,644
MAY	49,834,352	1,607,560
JUNE	49,111,936	1,584,256
JULY	51,919,787	1,674,832
AUGUST	51,872,384	1,673,303
SEPTEMBER	50,844,952	1,640,160
OCTOBER	50,572,280	1,631,364
NOVEMBER	47,643,899	1,536,900
DECEMBER	50,188,260	1,618,976
Annual Total	588,968,942	1,595,837

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

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

2025		
	Total (MG)	AVERAGE (MG)
JANUARY	49,081,856	1,583,286
FEBRUARY	45,138,739	1,612,098
MARCH	48,289,664	1,557,731
APRIL	48,088,035	1,551,227
MAY	50,221,867	1,620,060
JUNE	49,541,120	1,651,371
JULY	53,797,378	1,735,399
AUGUST		
SEPTEMBER		
OCTOBER		
NOVEMBER		
DECEMBER		
Annual Total	344,158,659	1,615,882

GLEN HAVEN WATER PLANT FLOW DATA						
YEAR	Total Design (MGD)	TOTAL ANNUAL FLOW (MG)	AVERAGE DAILY (MGD)	Total Design minus Average Daily (MGD)	Total Available (gpd)	
2020	0.0216	1.04	0.01	0.01	13,120	
2021	0.0216	3.06	0.01	0.01	13,213	-
2022	0.0216	2.70	0.01	0.01	14,335	-
2023	0.0216	2.99	0.01	0.01	13,573	-
2024	0.0216	2.68	0.01	0.01	14,441	-
2025	0.0216	0.00	0.00	0.02	21,600	-

2022		
	Total (MG)	AVERAGE (MG)
JANUARY	204,300	6,590
FEBRUARY	178,600	5,761
MARCH	191,200	6,168
APRIL	222,000	7,161
MAY	237,300	7,655
JUNE	286,600	9,245
JULY	301,600	9,729
AUGUST	262,800	8,477
SEPTEMBER	221,600	7,148
OCTOBER	236,700	7,635
NOVEMBER	215,200	6,942
DECEMBER	144,500	4,661
Annual Total	2,702,400	7,265

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

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

2025		
	Total (MG)	AVERAGE (MG)
JANUARY	229,800	7,413
FEBRUARY	191,300	6,832
MARCH	213,100	6,874
APRIL	248,300	8,010
MAY	275,900	8,900
JUNE	281,500	9,383
JULY	298,800	9,639
AUGUST		
SEPTEMBER		
OCTOBER		
NOVEMBER		
DECEMBER		
Annual Total	1,738,700	8,150

CAVALAND WATER PLANT FLOW DATA						
YEAR	Total Design (MGD)	TOTAL ANNUAL FLOW (MG)	AVERAGE DAILY (MGD)	Total Design minus Average Daily (MGD)	Total Available (gpd)	
2020	0.036	0.59	0.005	0.03	31,210	
2021	0.036	1.91	0.01	0.03	30,766	
2022	0.036	1.84	0.005	0.03	31,041	
2023	0.036	1.79	0.005	0.03	31,186	
2024	0.036	0.00	0.00	0.03	31,006	
2025	0.036	0.00	0.00	0.04	36,000	

2022		
	Total (MG)	AVERAGE (MG)
JANUARY	150,100	4,842
FEBRUARY	127,200	4,103
MARCH	130,300	4,203
APRIL	141,600	4,568
MAY	145,000	4,677
JUNE	155,500	5,016
JULY	173,500	5,597
AUGUST	167,200	5,394
SEPTEMBER	138,500	4,468
OCTOBER	144,300	4,655
NOVEMBER	145,300	4,687
DECEMBER	226,300	7,300
Annual Total	1,844,800	4,959

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

2024		
	Total (MG)	AVERAGE (MG)
JANUARY	155,600	5,019
FEBRUARY	135,000	4,355
MARCH	148,800	4,750
APRIL	155,700	5,023
MAY	153,600	4,955
JUNE	164,300	5,300
JULY	178,100	5,745
AUGUST	177,200	5,716
SEPTEMBER	151,800	4,897
OCTOBER	144,000	4,645
NOVEMBER	134,900	4,352
DECEMBER	160,300	5,171
Annual Total	1,859,300	4,994

2025		
	Total (MG)	AVERAGE (MG)
JANUARY	137,900	4,448
FEBRUARY	125,700	4,489
MARCH	133,100	4,294
APRIL	135,700	4,377
MAY	169,600	5,471
JUNE	140,600	4,687
JULY	148,600	4,794
AUGUST		
SEPTEMBER		
OCTOBER		
NOVEMBER		
DECEMBER		
Annual Total	991,200	4,651

Legend:
MGD= Million gallons per day
MG=million gallons
gpd= gallons per day
EDU= Equivalent Dwelling Unit (150 gpd)

CHARLES TOWN UTILITY BOARD

Wednesday, August 13, 2025

Special Meeting

661 South George Street
Charles Town, WV 25414

Chairman Report

CHARLES TOWN UTILITY BOARD

Wednesday, August 13, 2025

Special Meeting

661 South George Street
Charles Town, WV 25414

August 13, 2025

Attachments:

Board Report 08.13.25.pdf

Totals by Year-Fund

Fund Description	Fund	Expend Total	Revenue Total	G/L Total	Total
Water	**6-50**	**$104,493.86**	**$0.00**	**$12,920.60**	**$117,414.46**
Sewer	**6-60**	**$124,642.82**	**$0.00**	**$278,010.98**	**$402,653.80**
Total Of All Funds:		**$229,136.68**	**$0.00**	**$290,931.58**	**$520,068.26**

Totals by Fund

Fund Description	Fund	Expend Total	Revenue Total	G/L Total	Total
Water	**50**	**$104,493.86**	**$0.00**	**$12,920.60**	**$117,414.46**
Sewer	**60**	**$124,642.82**	**$0.00**	**$278,010.98**	**$402,653.80**
Total Of All Funds:		**$229,136.68**	**$0.00**	**$290,931.58**	**$520,068.26**

TOTAL PAGES: 7

APPROVED BY: _____

APPROVED BY: _____

This Packet: $ 520,068.26

S.Williams cell reimbursement, check dated 7/24/2025: 150.00

Security Deposit Refunds, checks dated 8/13/2025: 1,488.31

Total: $ 521,706.57

Vendor #		*Name*					
P.O. #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
VEOLI005		VEOLIA WATER TECHNOLOGIES					
26-00208	08/04/25	BALLAST CARDS	Open	$4,388.11	$0.00		
26-00209	07/02/25	LAMP, AQUARAY	Open	$2,773.40	$0.00		
			Vendor Total:	**$7,161.51**			
WAKEF005		WAKEFIELD & ASSOCIATES IN					
26-00152	07/31/25	JUL COLLECTIONS	Open	$74.11	$0.00		
WINCH030		WINCHESTER NOLAND CO.					
26-00097	07/23/25	BALL VALVES	Open	$850.74	$0.00		
26-00111	07/14/25	BLEACH	Open	$51.48	$0.00		
26-00112	07/16/25	SOLENOID VALVE	Open	$1,086.79	$0.00		
26-00210	07/29/25	SOLENOID VALVE	Open	$3,053.62	$0.00		
26-00211	07/29/25	BLEACH	Open	$51.48	$0.00		
			Vendor Total:	**$5,094.11**			
WOGRU005		WO GRUBB					
26-00129	07/22/25	LIFT DOOR FROM WATER TOWER	Open	$2,285.60	$0.00		
WVAME005		WV AMERICAN WATER					
26-00114	07/17/25	SHUTOFFS & RECONNECTS	Open	$120.00	$0.00		
WVDEP005		WV DEPT OF HEALTH & HUMAN					
26-00115	07/24/25	BACTERIOLOGICAL TEST	Open	$184.00	$0.00		
26-00153	07/29/25	BACTERIOLOGICAL TEST	Open	$207.00	$0.00		
			Vendor Total:	**$391.00**			
XYLEM020		XYLEM WATER SOLUTIONS U.S					
26-00213	08/01/25	FLEXBLOC REDUCER	Open	$300.00	$0.00		

Total Purchase Orders: 133 Total P.O. Line Items: 0 Total List Amount: $520,068.26 Total Void Amount: $0.00

Vendor # / P.O. #	PO Date	*Name* / Description	Status	Amount	Void Amount	Contract	PO Type
ROBBI005		ROBBIE SHIPE	*Account Continued*				
26-00127	07/31/25	PER DIEM 8/17 - 8/20/25	Open	$161.00	$0.00		
SGPLU005		SG PLUMBING, INC.					
26-00094	07/21/25	522 S CHURCH ST: 7/18/25	Open	$1,500.00	$0.00		
26-00095	07/23/25	221 S CHURCH ST: 7/22/25	Open	$1,275.00	$0.00		
26-00096	07/24/25	121 N MILDRED ST: 7/23/25	Open	$1,425.00	$0.00		
26-00105	07/25/25	405 W LIBERTY ST: 7/24/25	Open	$1,925.00	$0.00		
			Vendor Total:	**$6,125.00**			
SHENA005		SHENANDOAH SALES & SERVIC					
26-00106	07/14/25	CRANE TRUCK WINCH RPLC'D	Open	$5,043.10	$0.00		
STEPT005		STEPTOE & JOHNSON PLLC					
26-00117	07/18/25	GENERAL ENVIRONMENTAL	Open	$7,800.00	$0.00		
STHIN005		STH, INC.					
26-00128	07/25/25	TWWTP REPAIR: LANDIA MIXER	Open	$4,362.00	$0.00		
26-00207	08/07/25	PRIMAX MUNI FLOAT	Open	$765.00	$0.00		
			Vendor Total:	**$5,127.00**			
TMOBI005		T-MOBILE					
26-00110	07/21/25	MONTHLY CELL SERVICE	Open	$317.49	$0.00		
TEKAD005		TEK ADVISORS LLC					
26-00149	08/01/25	IT CONSULTING	Open	$880.00	$0.00		
CITHO005		THE CI THORNBURG CO, INC.					
26-00150	07/17/25	ADAPTER, SADDLE, BALL VALVE	Open	$3,599.40	$0.00		
26-00151	07/17/25	CARBON SLURRY	Open	$1,340.95	$0.00		
26-00192	08/04/25	CHLORINE	Open	$2,804.11	$0.00		
26-00193	08/04/25	CARBON SLURRY	Open	$1,250.95	$0.00		
26-00194	08/04/25	TRANSCEIVER	Open	$10,260.00	$0.00		
26-00195	08/04/25	SRII TRPL	Open	$3,300.00	$0.00		
26-00196	08/05/25	SRII TRPL	Open	$2,062.02	$0.00		
26-00197	08/05/25	SRII TRPL	Open	$701.77	$0.00		
			Vendor Total:	**$25,319.20**			
CINCI005		THE CINCINNATI INSURANCE					
26-00188	07/31/25	T.STOCKS BOND 8/19/25-8/19/26	Open	$120.00	$0.00		
THOMA005		THOMAS NALLS					
26-00157	08/13/25	JUL TANK LOT RENT	Open	$4,044.02	$0.00		
TYLER005		TYLER TECHNOLOGIES					
26-00185	08/08/25	AR TRANS FEES	Open	$2.50	$0.00		
26-00186	08/08/25	UB NOTIFICATION	Open	$334.20	$0.00		
			Vendor Total:	**$336.70**			
USBAN005		U.S. BANK					
26-00187	07/31/25	PCARD 9146	Open	$13,059.42	$0.00		

Vendor # / P.O. #	PO Date	*Name* / Description	Status	Amount	Void Amount	Contract	PO Type
JASON005		JASON HARRIS	*Account Continued*				
26-00202	08/10/25	CTWWTP ENTRANCE STUMPS	Open	$2,279.00	$0.00		
JEFFE005		JEFFERSON PUBLISHING COMP					
26-00203	07/24/25	7/24 APPLICATION WVNPDES	Open	$63.62	$0.00		
JOHNM010		JOHN MAXEY					
26-00089	07/24/25	MILEAGE: 7/08/25	Open	$372.40	$0.00		
JPRFB005		JP & RF BURNS PARTNERSHIP					
26-00131	08/01/25	JUL LOADS - 37	Open	$6,734.00	$0.00		
KAYCA005		KAY CASTO & CHANEY PLLC					
26-00090	07/13/25	GENERAL: THRU 6/30/25	Open	$4,290.00	$0.00		
26-00091	07/13/25	MIDDLEWAY: THRU 6/30/25	Open	$1,852.50	$0.00		
26-00092	07/13/25	WVAW ENCRCHMNT: THRU 6/30/25	Open	$734.50	$0.00		
26-00107	07/13/25	CLLCTN SYS PRJCT	Open	$1,722.50	$0.00		
26-00108	07/13/25	GREENFIELD FM	Open	$1,625.00	$0.00		
			Vendor Total:	**$10,224.50**			
KMELE005		KM ELECTRICAL SOLUTIONS L					
26-00204	08/01/25	CTWWTP POWER FOR HOIST	Open	$7,682.00	$0.00		
LOGIC005		LOGICAL CONCEPTS, INC					
26-00121	08/01/25	PS MONITORING	Open	$333.00	$0.00		
MCKIN005		MCKINNEY'S AUTO REPAIR					
26-00093	07/15/25	WATER VEHICLE REPAIRS	Open	$800.85	$0.00		
26-00103	07/24/25	WATER VEHICLE SERVICE	Open	$126.53	$0.00		
26-00109	07/24/25	DUMP TRUCK MAINTENANCE	Open	$2,464.09	$0.00		
26-00205	08/06/25	SEWER VEHCILE SERVICE	Open	$152.04	$0.00		
			Vendor Total:	**$3,543.51**			
NBCEN005		NB & C ENGINEERING SERVIC					
26-00119	07/25/25	STRCTRL ANLSYS 6TH AVE	Open	$1,100.00	$0.00		
PATTO005		PATTON BUILDING SERVICES					
26-00155	07/31/25	CLEANING JUL	Open	$533.00	$0.00		
PRECI005		PRECISION PUMP & VALVE SE					
26-00104	07/18/25	TWWTP PUMP REPAIR: CHNG MOTOR	Open	$3,337.00	$0.00		
PREMI015		PREMIER CONTRACTING LLC					
26-00130	07/23/25	WILTS TRAILER PARK SEWER PRJCT	Open	$27,475.00	$0.00		
PROTO005		PROTOUCH COMMUNICATIONS,					
26-00158	08/05/25	JUL SVCS: AFTER-HRS EMERGENCY	Open	$212.68	$0.00		
QUALI005		QUALITY FENCE & DECK CO					
26-00206	07/31/25	CLICKERS FOR GATE OPERATOR	Open	$1,860.00	$0.00		
ROBBI005		ROBBIE SHIPE					

Vendor # / P.O. #	PO Date	*Name* / Description	Status	Amount	Void Amount	Contract	PO Type
GERAL005		GERALD TAYLOR CO., INC.	*Account Continued*				
26-00085	07/23/25	SUPERVAC	Open	$2,523.48	$0.00		
26-00086	07/23/25	SUPERVAC	Open	$992.72	$0.00		
26-00120	07/29/25	PUMP / TRANSPORT	Open	$1,058.76	$0.00		
26-00181	07/31/25	PUMP / TRANSPORT	Open	$1,156.77	$0.00		
26-00182	07/31/25	SUPERVAC	Open	$2,512.27	$0.00		
			Vendor Total:	**$10,411.44**			
GRANI005		GRANICUS					
26-00102	07/24/25	YRLY RNWL 7/24/25 - 7/23/26	Open	$11,316.01	$0.00		
GUTTM005		GUTTMAN ENERGY					
26-00087	07/20/25	W/E 7/20/25	Open	$1,708.34	$0.00		
26-00116	07/27/25	W/E 7/27/25	Open	$2,346.29	$0.00		
26-00159	08/03/25	W/E 8/03/25	Open	$1,590.88	$0.00		
			Vendor Total:	**$5,645.51**			
GWIND005		GWIN DOBSON & FOREMAN INC					
26-00172	07/31/25	GRNFLD PS UPGRADES	Open	$450.45	$0.00		
26-00173	07/31/25	WTP CHLORINE ROOM UPGRADES	Open	$1,519.06	$0.00		
26-00174	07/31/25	EPA ADMIN ORDER	Open	$592.80	$0.00		
26-00175	07/31/25	STANDARD SPECS UPDATE	Open	$480.29	$0.00		
26-00176	07/31/25	ASBRYCHRCH SWR MAIN RPLCMNT	Open	$3,802.19	$0.00		
26-00177	07/31/25	WW SYS PRELIM ENGR RPRT	Open	$1,196.00	$0.00		
26-00178	07/31/25	ASSET MNGMNT PLAN	Open	$3,286.40	$0.00		
26-00179	07/31/25	PSC	Open	$3,230.12	$0.00		
26-00180	07/31/25	WWTP UPGRADES	Open	$1,850.86	$0.00		
			Vendor Total:	**$16,408.17**			
HDSUP005		HD SUPPLY INC					
26-00145	07/24/25	GLOVES	Open	$298.55	$0.00		
26-00146	07/25/25	MARKING FLAG & HARNESS	Open	$287.81	$0.00		
			Vendor Total:	**$586.36**			
HOIST005		HOIST & CRANE REPAIR INC					
26-00212	07/31/25	HOIST FOR CTWWTP	Open	$8,749.60	$0.00		
INWOO005		INWOOD QUARRY, INC.					
26-00099	07/24/25	C2 PICKUPS: 7/24/25	Open	$623.36	$0.00		
26-00147	07/31/25	C2 & I10 PICKUPS: 7/31/25	Open	$928.58	$0.00		
26-00148	07/29/25	C2 PICKUPS: 7/29/25	Open	$302.91	$0.00		
26-00184	08/01/25	I10 & C2 & I8 PICKUPS: 8/01/25	Open	$1,597.62	$0.00		
			Vendor Total:	**$3,452.47**			
IRONM005		IRON MOUNTAIN, INC					
26-00118	07/31/25	SHREDDING, STORAGE	Open	$1,415.61	$0.00		
JCKUN005		J.C. KUNKLE & ASSOCIATES,					
26-00088	07/24/25	PROFF SVCS: 4/01 - 7/15/25	Open	$1,600.00	$0.00		
JASON005		JASON HARRIS					

Vendor # / P.O. #	PO Date	*Name* / Description	Status	Amount	Void Amount	Contract	PO Type
COREM005		CORE & MAIN	*Account Continued*				
26-00139	07/21/25	BRS FEM ADPT FIPTXPJ	Open	$394.20	$0.00		
26-00140	07/21/25	T COVER, MTR PIT BULLET, FRAME	Open	$4,102.68	$0.00		
26-00141	07/21/25	SWR SDL	Open	$1,234.96	$0.00		
26-00142	07/25/25	CPLG	Open	$218.78	$0.00		
26-00198	08/01/25	METER BOX	Open	$3,600.84	$0.00		
26-00199	08/01/25	CPLG	Open	$902.07	$0.00		
26-00200	07/31/25	BRS TEE	Open	$425.15	$0.00		
26-00201	07/31/25	BALL CURB STOP	Open	$1,188.36	$0.00		
			Vendor Total:	**$27,991.93**			
COYNE005		COYNE CHEMICAL					
26-00081	07/17/25	CES PACL 2040	Open	$7,270.40	$0.00		
26-00122	07/22/25	SODIUM HYPOCHLORITE 15%	Open	$775.20	$0.00		
26-00143	07/22/25	CONTAINER RETURNS	Open	90.00-	$0.00		
26-00144	07/22/25	CP - 837	Open	$6,151.91	$0.00		
26-00154	07/31/25	AMMONIUM SULFATE 40%	Open	$4,787.20	$0.00		
			Vendor Total:	**$18,894.71**			
CREAM005		CREAMER'S WRECKER SERVICE					
26-00082	07/21/25	TOW CRANE TRUCK	Open	$618.05	$0.00		
DRHOR005		D.R. HORTON, INC.					
26-00160	08/06/25	SEWER UPSIZING PER AMEA	Open	$10,000.00	$0.00		
DIWGR005		DIW GROUP, INC					
26-00156	07/23/25	CTUB GENERAL	Open	$290.00	$0.00		
26-00163	07/23/25	KINGS CROSSING	Open	$1,880.13	$0.00		
26-00164	07/23/25	CTUB GENERAL	Open	$295.75	$0.00		
26-00165	08/06/25	CTUB GENERAL	Open	$4,225.00	$0.00		
26-00166	07/23/25	CTUB GENERAL	Open	$507.00	$0.00		
26-00167	07/23/25	CTUB GENERAL	Open	$5,027.75	$0.00		
			Vendor Total:	**$12,225.63**			
DUSTI005		DUSTIN GREGORY					
26-00126	07/31/25	PER DIEM 8/24 - 8/29/25	Open	$374.00	$0.00		
EASTM005		EAST MOUNTAIN HEALTH PHYS					
26-00189	07/31/25	M.SIVIERO HEP A&B VACCINES	Open	$240.00	$0.00		
ENCOV005		ENCOVA INSURANCE					
26-00183	08/03/25	INSTALLMENT	Open	$3,456.00	$0.00		
FREDE005		FREDERICKTOWNE LABS INC					
26-00161	07/01/25	TESTING	Open	$420.00	$0.00		
26-00162	07/01/25	TESTING	Open	$5,223.75	$0.00		
			Vendor Total:	**$5,643.75**			
GERAL005		GERALD TAYLOR CO., INC.					
26-00083	07/23/25	PUMP / TRANSPORT	Open	$1,343.76	$0.00		
26-00084	07/23/25	TRANSPORT	Open	$823.68	$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: *08/13/25 to 06/30/26*	***Paid:*** *Y*	***Other:*** *Y*	***Include Non-Budgeted:*** *Y*
	Held: *N*	***Exempt:*** *Y*	***Prior Year Only:*** *N*
	Aprv: *N*		***Vendors:*** *All*
	Rcvd: *N*		

Vendor # / P.O. #	PO Date	*Name* / Description	Status	Amount	Void Amount	Contract	PO Type
3RDTI005		3RD TIME TRUCKING					
26-00168	07/24/25	HAULING	Open	$300.93	$0.00		
26-00169	07/29/25	HAULING	Open	$146.23	$0.00		
26-00170	07/31/25	HAULING	Open	$434.49	$0.00		
			Vendor Total:	**$881.65**			
ALVAR005		ALVAREZ CONTRACTORS, INC					
26-00171	08/07/25	WWTP PROJECT	Open	$221,904.47	$0.00		
AMERI015		AMERIGAS PROPANE LP					
26-00123	07/31/25	TANK RENTAL: GH	Open	$136.81	$0.00		
26-00124	07/31/25	TANK RENTAL: 832 S GEORGE ST	Open	$168.41	$0.00		
26-00125	07/31/25	TANK RENTAL: 68 PLANTATION LN	Open	$172.88	$0.00		
			Vendor Total:	**$478.10**			
ANTIE005		ANTIETAM ELECTRICAL CONTR					
26-00100	07/25/25	BURNS BOOSTER EXHAUST FAN	Open	$202.98	$0.00		
ARDEN005		ARDEN EQUIPMENT REPAIR, I					
26-00098	07/24/25	MISC FOR MOWERS	Open	$46.24	$0.00		
AUTOZ005		AUTOZONE					
26-00190	08/07/25	MISC FOR MAINT VEHICLES	Open	$49.38	$0.00		
BIEDL005		BIEDLER'S ELECTRIC MOTOR					
26-00080	07/17/25	PARK PS BELT	Open	$92.76	$0.00		
26-00101	07/22/25	MOUNTAINEER PS BUSHING	Open	$40.23	$0.00		
			Vendor Total:	**$132.99**			
CITYE005		CITY ELECTRIC SUPPLY CO					
26-00191	08/06/25	FUSE	Open	$72.00	$0.00		
CITYN005		CITY NATIONAL BANK					
26-00133	08/01/25	LOCKBOX SVCS: JULY	Open	$212.24	$0.00		
CITYO005		CITY OF CHARLES TOWN					
26-00113	07/22/25	AUG RENT@ 661 S GEORGE ST	Open	$2,550.00	$0.00		
COOLE005		COOLEY PUBLIC STRATEGIES,					
26-00134	08/01/25	AUG 2025 PROFF SVCS	Open	$5,000.00	$0.00		
COREM005		CORE & MAIN					
26-00135	07/21/25	BEALLAIR PS MATERIALS	Open	$2,027.32	$0.00		
26-00136	07/21/25	SEWER STOCK	Open	$6,217.53	$0.00		
26-00137	07/21/25	WATER STOCK	Open	$7,574.96	$0.00		
26-00138	07/21/25	DEMORY FARMS PS MATERIALS	Open	$105.08	$0.00		

CHARLES TOWN UTILITY BOARD

Wednesday, August 13, 2025

Special Meeting

661 South George Street
Charles Town, WV 25414

Next Meeting - August 27, 2025 at 4:00 P.M.