CHARLES TOWN UTILITY BOARD
AGENDA

WEDNESDAY, OCTOBER 12, 2022

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

CALL TO ORDER

1. **APPROVAL OF MINUTES**
   a. Approval of September 28, 2022 Regular Meeting Minutes
   1a-2022.09.28 UB 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 of via webcast (www.ctubwv.com- Board Meetings - Meeting Agendas and Minutes 2022) or by accessing the following zoom link:

   https://us06web.zoom.us/j/84973283921?pwd=OStHa2FhT0ZtOFM2eFdGNFBBbEJPZz09

   Meeting ID: 849 7328 3921
   Passcode: 333450

   1 301 715 8592 US

3. **UNFINISHED BUSINESS**
   a. PSC Case Updates - Possible Executive Session Under: WV State Code Section §6-9A-4(b)(9) - To consider matters involving or affecting the purchase, sale or lease of property, advance construction planning, the investment of public funds or other matters involving commercial competition, which if made public, might adversely affect the financial or other interest of the state or any political subdivision and involving contract matters.
   WV PSC Case No.'s 21-0260-S-DU Shenandoah Junction Public Sewer, 21-0808-S-DU Cave Road Utilities, LLC, 22-0370-S-PC-PW Cave Road Utilities, LLC/Jefferson Utilities, Inc. Transfer of Sewer Utility, 22-0369-W-PC-PW Cave Road Utilities, LLC/Jefferson Utilities, Inc. Transfer of Water Utility

4. **NEW BUSINESS**
   a. Leak Adjustment Policy Discussion
      4a-Leak adjustment irrigation and pool.pdf
   b. Sawgrass Drive - Cingular Wireless 3rd Lease Amendment
      4b-WV-003_Sawgrass Drive_3rd Amendment_PE_2022.09.21.pdf
   c. Keyes Ferry Road - T-Mobile 4th Lease Amendment
      4c-7HCH506A 4th Amendment Stamped 10.6.2022.pdf
   d. King's Crossing Development Water and Sewer Alternate Mainline Extension Agreements
      AMEA Water Kings Crossing.pdf
      AMEA Sewer Kings Crossing.pdf
      Kings X-ing FM Exhibit 10-11-2022.pdf

5. **MANAGER REPORTS**
   a. Utility Manager Report
      UM Report 10-12-22.pdf
      REVENUE & EXPENSE AUGUST.pdf
   b. Chairman Report

6. **APPROVAL OF BILLS**
   a. October 12, 2022
      Board Report 10.12.22.pdf

7. **INFORMATION ONLY - NEXT MEETING - October 26, 2022 at 4:00 P.M.**

8. **ADJOURNMENT**

September 28, 2022

The Charles Town Utility Board held a regular meeting on September 28, 2022 at 4:00 P.M. Members of the Board present were John Barkley, Duke Pierson, Tommy Stocks and Jeff Whitten. Also present were Kristen Stolipher, April Shultz, Hoy Shingleton, and Ashley Stottlemyer. The Chairman called for changes or corrections to the September 14, 2022 regular meeting minutes. Motion by Mr. Pierson, second by Mr. Stocks, the Board unanimously approved the minutes as presented. The Board received no public comments.

The Board next discussed PSC Case Updates - Possible Executive Session Under: WV State Code Section §6-9A-4(b)(9) - To consider matters involving or affecting the purchase, sale or lease of property, advance construction planning, the investment of public funds or other matters involving commercial competition, which if made public, might adversely affect the financial or other interest of the state or any political subdivision and involving contract matters.

- WV PSC Case No. 21-0260-S-DU Shenandoah Junction Public Sewer
- WV PSC Case No. 21-0818-S-DU Cave Road Utilities, LLC
- WV PSC Case No. 22-0370-S-PC-PW Cave Road Utilities, LLC/Jefferson Utilities, Inc. Transfer of Sewer Utility
- WV PSC Case No. 22-0369-W-PC-PW Cave Road Utilities, LLC/Jefferson Utilities, Inc. Transfer of Water Utility

Mr. Shingleton provided a brief update on the cases. A tentative hearing date is scheduled for December 13th, but will most likely be rescheduled to January due to conflicts. Mrs. Stolipher mentioned a tentative schedule and necessary costs will be drafted for the next board meeting.

Next, the Board discussed the Charles Town Wastewater Plant – Blower Motor Purchase. Mrs. Stolipher provided three quotes for this piece of equipment which was not included in the Renewal & Replacement Project. The Board held discussions. Motion by Mr. Whitten, second by Mr. Pierson, the Board unanimously approved the purchase of a blower motor from Biedlers totaling $14,196.49.

Next, motion by Mr. Pierson, second by Mr. Whitten, the Board unanimously approved convening into Executive Session at 4:07 P.M. to discuss the Matter Concerning Acquisition of Property - Possible Executive Session Under: WV State Code Section §6-9A-4(b)(9) - To consider matters involving or affecting the purchase, sale or lease of property, advance construction planning, the investment of public funds or other matters involving commercial competition, which if made public, might adversely affect the financial or other interest of the state or any political subdivision and involving contract matters. The Board declared executive session over at 4:24 P.M. No action was taken by the Board.

The Utility Manager Report was next addressed. Mrs. Stolipher briefed the Board on this month's sewer and water efforts including the paving project on Washington Street and progress on the Renewal & Replacement Project. She also included the final Technical Memorandum on the water capacity improvement fee analysis by Dewberry. The proposed fee will be discussed at the next City Council meeting to be forwarded to the Ordinance Committee. The Chairman mentioned a revised COVID-19 policy that was provided to all City employees.

The Board next discussed the Approval of Bills. Motion by Mr. Stocks, second by Mr. Pierson, the Board unanimously approved the payment of the bills.

With no objections, the Board adjourned the meeting at 4:27 P.M. The October 14th regular meeting will be held beginning at 4:00 P.M.

_____ _____

Chairman Secretary

October 6, 2022

Leak Adjustment Policy related to Irrigation and Pool filling

Current CTUB policy does not allow for pool filling or irrigation.

Prior CTUB policy incorporated the following:

"Effective June 1, 2006, Charles Town Water Department will no longer allow adjustments to sewer charges on customer bills for lawn and garden watering, or filling swimming pools, hot tubs or saunas.

Any customer may request a second water meter to measure water used for these purposes at a cost of seven hundred dollars ($700). Installation of all water lines or devices beyond the curb shall be the sole responsibility and expense of the customer. Customer will incur no sewer charge on this meter as long as it is used solely for purposes described above."

Irrigation Adjustment

Based on research in surrounding areas the majority of utilities do not offer leak adjustments due to irrigation. It appears that the few utilities that do offer irrigation "credits" either:

- Apply a Seasonal Sewer Adjustment to address increased water demands during the summer month for usage that does not typically enter the sewer system May 1st through October 31st).
- Require an auxiliary meter specifically for irrigation or garden watering.

Staff Recommendation: CTUB staff believes, that if the Board wishes to allow for a "credit" to the customer for sewer usage due to irrigation, the most clear and practical application would be the prior policy of allowing the customer to apply for and install a separate irrigation meter. The current pricing for all components is $950 per irrigation meter. The customer is responsible for all plumbing costs from a private plumber for installation of the private service line and meter box for the irrigation meter. Customer is also responsible for purchase of the meter from CTUB upon which, CTUB will inspect plumbing installed (by customer) and will install meter.

Pool Filling

Many other utilities do offer a once per year pool filling adjustment. Several examples of typical language are:

1) *The Service Authority offers a courtesy billing adjustment once a year on sewer consumption charges associates will filling a pool greater than 1,000 gallons. As water used to fill a pool typically does not enter the sewer system, adjustments are calculated by crediting 100% of the sewer consumption charges related to filling the pool. Customers are required to complete a Request for Courtesy Billing Adjustment Form and have documentation of their pool capacity on file.*

2) *The Water Department will issue a sewer credit for pool filling provided all of the following occur:*
    a. *The customer has Town sanitary sewer,*

b. *The customer has a means to record the quantity of water used in filling the pool (Town issued meter used for public water or installed on a private well used to record consumption),*
c. *The customer contacts the Water Department prior to initiating the pool fill and provides a completion date (generally within two days of initiating the fill),*
d. *Water Department staff obtains the meter reading prior to initiating the pool fill and on the provided completion date,*
e. *The Customer pays the application service call charge which will be included on the next quarterly bill.*

Staff Recommendation: CTUB staff believes, that if the Board wishes to allow for a "credit" on the sanitary sewer bill for pool filling, that the above examples can be crafted into a policy that can easily be managed to allow for a once per year credit for pool filling. A $25 fee for service calls to determine pool size and meter reading should apply.

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

INTERIM CHAIRMAN
City of Charles Town
Mayor Bob Trainor

VICE CHAIRMAN
City of Ranson
Mayor
Duke
Pierson

TREASURER
Thomas
Stocks

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County Commission Representative
Jacquelyn
Milliron

Board Member
Jefferson
Whitten

UTILITY MANAGER
Kristen
Stolipher

CHARLES TOWN UTILITY BOARD

Leak Adjustment Policy

Adopted February 23, 2022

WHEREAS, the Charles Town Utility Board ("CTUB"), in accordance with the Public Service Commission of West Virginia (the "PSC") Title 150 Legislative Rule *Series 7 Rules for the Government of Water Utilities* (the "*Water Rules*") and *Series 5 Rules for the Government of Sewer* (the "*Sewer Rules*"), hereby establishes a Leak Adjustment Policy.

- CTUB will make a leak adjustment only when the water usage being adjusted is in excess of 200% of the customer's historical usage as defined by Rule 6.4.3 of the *Water & Sewer Rules* that can be attributed to leakage on the customer's side of the point of service. The leak adjustment will be computed pursuant to applicable rules of the Public Service Commission, the leak adjustment rate (incremental cost of water and/or wastewater) and the customer's historic usage.

- Historic usage shall be defined as the average of the preceding twelve (12) month or actual period of service if less than twelve (12) months.

- No adjustment will be given for lawn watering, gardening, pool filling, or any other intentional use of water.

- A Leak Adjustment Request Form must be completed within 60 days of billing date reflecting the leak.

- Adjustments for leaking commodes, dripping faucets or malfunctioning appliances will only be considered if the leak amount is more than 200% of the customer's twelve (12) month average usage. Any amounts which the customer can prove did not enter the sanitary system shall be credited at full sewer tariff rates.

- The customer must submit proof of repair of the leak. This may consist of either a copy of plumber bill, copy of receipt for parts, or photo of repair.

- A "hidden leak" is a leak causing excess usage that is hidden from view, such as in a line that is underground, behind a wall or in a crawl space, and that produces no visible or audible signs that would alert a reasonably prudent person to the presence of the leak.

- If the customer has a hidden leak, then the customer may request a leak adjustment. Upon the customer providing adequate information to demonstrate that there was a hidden leak and that it has been repaired (e.g., repair item receipts or contractor invoices), CTUB will process a hidden leak adjustment in accordance with this policy. CTUB reserves the right to require documentation, including but not limited to repair item receipts or contractor invoices, to verify that a repair has been made and the leak was hidden before processing a leak adjustment.

- CTUB will provide a hidden leak adjustment to eligible customers for a maximum of two billing periods: the period in which the leak developed and the period immediately following that month when the leak should have been repaired. CTUB may, in the alternative and as a courtesy to the customer, adjust the two highest consecutive months during the time the leak ran. An exception will be made if the leak occurred during a billing period or periods during which usage was estimated, or if CTUB in its sole discretion determines that other conditions exist that warrant an adjustment for additional time periods.

- In the event of a second leak in the customer's service pipe, the customer should consider replacing the entire service pipe. Repeated leak adjustments or abuse of this policy may result in a denial of leak adjustments or discontinuation of service under Water Rule 6.8.

- Only 2 leaks per twelve (12) month period will be considered for adjustment.

- This policy shall be applied in a uniform, non-discriminatory manner to all customers. Any customer aggrieved by a provision of this policy has the right to request CTUB to review and revise such provision. A customer who remains aggrieved after review by CTUB has the right to file a complaint with the PSC.

TENANT Site ID: Evitts Run FA #10064039

THIRD AMENDMENT TO STRUCTURE LEASE AGREEMENT

Site Name/Location: **The City of Charles Town – WV-003 Sawgrass Drive**
325 Sawgrass Drive, Charles Town, Jefferson County, West Virginia

This Third Amendment to Structure Lease Agreement (the "Third Amendment"), dated as of the latter of the signature dates below, is made and entered into by and between NEW CINGULAR WIRELESS PCS, LLC ("Tenant"), a Delaware limited liability company, with its principal offices at 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319 ; and the CITY OF CHARLES TOWN ("Landlord"), a Municipal Corporation, with an address at 101 East Washington Street, Charles Town, West Virginia 25414.

RECITALS

WHEREAS Landlord and Tenant are parties to that Structure Lease Agreement dated as of March 29, 2011 (the "Agreement") pursuant to which Tenant is leasing from Landlord space on Landlord's Structure (the "Structure") and within Landlord's Property located at 325 Sawgrass Drive, Charles Town, West Virginia for the purposes of operating certain communications antennas and related equipment thereat (collectively the "Premises"); and

WHEREAS Landlord and Tenant are parties to that First Amendment to that Agreement dated as of July 22, 2015 (the "First Amendment") whereby Tenant modified the configuration of its antennas and equipment at the Premises and within the Property in accordance with the terms of this First Amendment and Landlord was amenable to such changes in configuration in accordance with the terms thereof; and

WHEREAS Landlord and Tenant are parties to that Second Amendment to that Agreement dated as of July 26, 2018 (the "Second Amendment") whereby Tenant modified the configuration of its antennas and equipment at the Premises and within the Property in accordance with the terms of this Second Amendment and Landlord was amenable to such changes in configuration in accordance with the terms thereof; and

WHEREAS, Tenant desires to add equipment at the Premises and within the Property in accordance with the terms hereof; and

WHEREAS, Landlord and Tenant desire to adjust the rent in conjunction with the modifications to the Agreement contained herein; and

NOW, THEREFORE, in consideration of the foregoing recitals and the agreements and covenants set forth herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Paragraph 2 of the Agreement is hereby deleted in its entirety and the following Paragraph 2 is hereby incorporated into this Third Amendment:

   Permitted Use. Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of its communication facilities and related equipment, as identified on **Exhibit 1-3** attached hereto, which includes the co-location application and landlord approved construction drawings of Tenant (collectively, the "Permitted Use"). Tenant shall have the right to install, repair, maintain, operate and replace on the Premises and at the locations identified in Exhibit 1-3 attached hereto, from time to time, their antennas and related ancillary equipment as outlined in Exhibit 1-3 to this Third Amendment. Tenant may increase the size, weight and change the scope of the antennas and related ancillary equipment, subject to a passing structural analysis performed by the structural engineer of record for the Landlord and Tenant and Landlord agree to negotiate in good faith concerning an increase in Rent associated with such changes in additional loading on the Tank. Should the Tank or the Tank's foundation's require structural modifications in order to support Tenant's future increased antenna size and/or weight, Landlord and Tenant agree to negotiate in good faith concerning an increase in Rent and/or the capital costs associated with Tank upgrades to support such increases in Lessee loading. Tenant agrees to comply with all applicable government laws, rules, statues and regulations, relating to its use of the Communications Facility on the Property. All other changes for any new, or additional equipment must be preapproved by Landlord, in its sole discretion.

2. **Exhibit 1** to the Second Amendment is hereby deleted in its entirety, and the new **Exhibit 1-3,** the Co-Lo Application of Tenant and the Landlord Approved Construction Drawings are hereby incorporated into the Agreement in lieu thereof.

3. Paragraph 4a and b of the Agreement is hereby deleted in their entirety and the following Paragraph 4 is hereby incorporated into this Third Amendment in lieu thereof:

Rent.

(a) In consideration of Landlord's consent to the equipment addition referenced in Exhibit 1-3 of this Third Amendment, the monthly rent will increase by Two Hundred Seventy-Five Dollars and Zero Cents ($275.00) and is hereby affirmed for the current term expiring April 30, 2027 and shall be Three Thousand Six Hundred Eighty-Six Dollars and Ten Cents ($3,686.10). The annual rent for each succeeding year throughout the term shall be increased by three percent (3%) of the previous year's rent on May 1.

(b) All charges payable under this Agreement such as utilities and taxes shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord and shall not be payable by Tenant. The foregoing shall not apply to monthly rent which is due and payable without a requirement that it be billed by Landlord. The provisions of this subsection shall survive the termination or expiration of this Agreement.

4) Paragraph 17 of the Agreement is hereby deleted in its entirety and replaced with the following:

Notices

(a) All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to Tenant:
New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Cell Site ID 10064309 - Name: Evitts Run (WV)
Fixed Asset #: 10064039
1025 Lenox Park Blvd NE
3rd Floor
Atlanta, GA 30319

With a copy to:
New Cingular Wireless PCS, LLC
Attn: Network Legal Dept. - Network Counsel
Cell Site ID 10064309 - Name: Evitts Run (WV)
Fixed Asset #: 10064039
208 S. Akard Street, Dallas, TX 75202-4206

The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

If to Landlord:
City of Charles Town
Attn: City Manager
WV-003 - Sawgrass Drive (AT&T)
101 East Washington Street

Charles Town, WV 25414

With a copy to: City of Charles Town
Attn: Utility Manager
WV-003 - Sawgrass Drive (AT&T)
661 South George Street, Suite 101
Charles Town, WV 25414

Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other as provided herein.

(b) In the event of a change in ownership, transfer or sale of the Property, within ten (10) days such transfer, Landlord or its successor will send the documents listed below in this subsection (b) to Tenant. Until Tenant receives all such documents, Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement:

i. Old deed to Property
ii. New deed to Property
iii. Bill of Sale or Transfer
iv. Copy of current Tax Bill
v. New IRS W-9
vi. Completed and Signed AT&T Payment Direction Form
vii. Full contact information for new Landlord including all phone number(s)

5) Except as expressly amended herein, the Agreement, the First Amendment and the Second Amendment's terms and provisions thereof shall remain in full force and effect. Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

6) This Third 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.

SIGNATURES NEXT PAGE

IN WITNESS WHEREOF, the parties have executed this Third Amendment as of the day and year first below written.

Witness

Print Name: Nicole Bullimo

TENANT:

NEW CINGULAR WIRELESS PCS, LLC
a Delaware limited liability company

By: _____

Name: Jesse Bird

Title: Principal Tech Vendor Mgmt

Date: 9/21/22

Witness

_____

Print Name: _____

LANDLORD:

CITY OF CHARLES TOWN
a Municipal Corporation

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT 1-3

CO-LOCATION APPLICATION OF TENANT
FIVE (5) PAGES

[See Attached Co-location Application of Tenant]

☐ NEW LEASE	☑ AMENDMENT TO EXISTING LEASE	☐ ANCHOR TENANT	☐ RECONTRACT	INTERNAL USE ONLY	
				APP VERSION #	2
				LEASE #	15
				AMENDMENT #	3

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:	**Sawgrass Drive**
		Application Date:	7/6/2022
		Revision Dates:	7/7/2022
		OPS Approval:	9/27/2022

APPLICANT / CARRIER INFORMATION			
Carrier Name:	**AT&T Mobility**	**Contact Name:**	**Catherine Conklin**
Carrier Site Number:	**10064039**	**Contact Number:**	**202-568-0437**
Carrier Site Name:	**Evitts Run - Generator Overlay**	**Contact Fax:**	**N/A**
Carrier Legal Entity Name:	New Cingular Wireless PCS, LLC	**Contact Address:**	4603 Kemper Street Rockville, MD 20853
State of registration:	10064039		
Type of entity (LP, LLC, Corp) d/b/a (If applicable)	LLC		
Notice Address for Lease:	New Cingular Wireless PCS, LLC Attn: Network Real Estate Administration Cell Site ID 10064309 - Name: Evitts Run (WV) Fixed Assett #: 10064039 575 Morosgo Drive, Atlanta, GA 30324-3300	**Contact E-mail:**	catherine.conklin@gdit.com
With copies to:	New Cingular Wireless PCS, LLC Attn: Network Legal Dept. - Network Counsel Cell Site ID 10064309 - Name: Evitts Run (WV) Fixed Assett #: 10064039 208 S. Akard Street, Dallas, TX 75202-4206	**Additional E-mail:**	
Carrier Invoice Address:		**Desired Install Date:**	9/30/2022
Carrier Invoice Contact - Name, Title, Phone No.		**Carrier NOC#**	800-225-3790

ADDITIONAL CONTACT INFORMATION	
Leasing Contact Name/Number:	Catherine Conklin - 202-568-0437
RF Contact Name/Number:	N/A
Construction Contact Name/Number:	William Hochman / 267-201-3062
Emergency Contact Name/Number:	800-225-3790

SITE INFORMATION				
Latitude:	**39.28186110**	**N**	**Existing Structure Type:**	**Water Tank**
Longitude:	**-077.91194440**	**W**	**Existing Structure Height:**	**93'**
Site Address:	**325 Sawgrass Drive, Charles Town, WV 25414**			

FREQUENCY/TECHNOLOGY INFORMATION		
Type of Technology for all equipment (i.e., 3G, LTE, CMDA, MW, WiFi, TV, etc.)		4G/5G LTE
TX Frequency (MHz)	Licensed	TX: 824.04-834.99; 845.01-846.48; 1870-1885; 1905-1910; 1730-1735; 704-710; 1895-1900; 2305-2310;2310-2315
RX Frequency (MHz)	Licensed	RX: 869.04-879.99; 890.01-891.48; 1950-1965; 1985-1990; 2130-2135; 734-740; 740-746; 2350-2355; 2355-2360
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
Adding a new 7' x 16' leased area to encompass a new 4 ft. x 10 ft. concrete pad and new 30 kw diesel generator.

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	140	140	Pipe Mount	1	Kathrein	80010722			30	Yes
Panel	140	140	Pipe Mount	1	Commscope	SBNH-1D65C			30	Yes
Panel	140	140	Pipe Mount	1	Kathrein 8 Port	80010966			30	Yes
Panel	140	140	Pipe Mount	1	Kathrein	80010722			150	Yes
Panel	140	140	Pipe Mount	1	Commscope	SBNH-1D65C			150	Yes
Panel	140	140	Pipe Mount	1	Kathrein 8 Port	80010966			150	Yes
Panel	140	140	Pipe Mount	1	Kathrein	80010722			270	Yes
Panel	140	140	Pipe Mount	1	Commscope	SBNH-1D65C			270	Yes
Panel	140	140	Pipe Mount	1	Kathrein 8 Port	80010966			270	Yes
RRH	140	140	Pipe Mount	3	Alcatel Lucent	2x40W-07L			30,150, 270	Yes
RRH	140	140	Pipe Mount	3	Nokia	Flexi 4T4R B14 160W			30,150. 270	Yes
RRH	140	140	Pipe Mount	3	Alcatel Lucent	RRH2x60-1900			30,150, 270	Yes
RRH	140	140	Pipe Mount	3	Alcatel Lucent	B66A-RRH4x45			30,150, 270	Yes
TMA	140	140	Pipe Mount	3	Powerwave	TT19-08B111-001			30,150, 270	Yes

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"	6		Yes	
RET	0.3"	3		Yes	y
Fiber	3/8"	2		Yes	
DC	7/8"	4		Yes	Includes 6 Raycap's DC2-48-60-0-9E at 140' Includes 2 Raycap's FC12-PC6-10E at 140'

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

PROPOSED LINES Applicant's Proposed Lines and Specifications				
Line Type	Line Size (Inches)	Total # of Lines	Coax interior or exterior (for monopoles)	Comments:
Coax				
RET Home Run Cable				
Fiber				
DC Power				

PROPOSED FINAL CONFIGURATION TOTALS	
EQUIPMENT TYPE	TOTAL
Panel Antennas	9
Omni/Whip Antennas	
RRU	12
TMA	3
Diplexer / Triplexer	
Bias T	
Surge Suppressor	
MW Dish	
Ice Shield	
ODU	
Filter	
Combiner	
Junction Box	
RET	
Equipment Cabinets	
Other (Please specify) Raycap's	8
Other (Please specify)	
Other (Please specify)	
Other (Please specify)	
Other (Please specify)	

PROPOSED FINAL CONFIGURATION TOTALS	
LINE TYPE	TOTAL
Coax	6
Hybrid	
CAT5	
DC/Power	4
RET	3
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.

GROUND / INTERIOR SPACE REQUIREMENTS							
Total Ground / Interior Area Dimensions: **L' x W' = Total Square Feet Required**	20	X	35	(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	16	Cabinet Installation Type	Ground Pad		
Shelter Pad Dimensions		X		Shelter Manufacturer			
Rooftop Antenna Total Area Required		X		Antenna Sled Dimensions (per sector)		X	Antenna Wall Mount Dimensions (per sector)		X	

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?:	New	Generator Fuel Type	Diesel	Generator Size	30 KW
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?		If wet seals required, please provide address:	

ADDITIONAL COMMENTS
20' x 35' Leased Area is already existing. Adding new 7' x 16' leased area to include a 4' x 10' generator pad and generator.

EXHIBIT 1-3 (con't)

LANDLORD APPROVED CONSTRUCTION DRAWINGS
FOURTEEN (14) PAGES

[See Attached Landlord Approved Construction Drawings]

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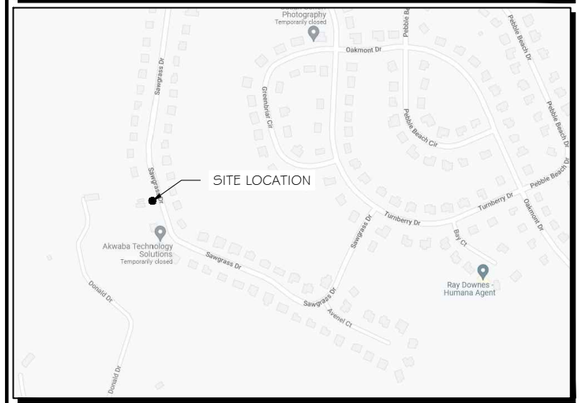
at&t Mobility

SITE NAME: OVERLAY - EVITTS RUN
FA LOCATION CODE: 10064039

GENERATOR PROJECT
30KW GENERAC DIESEL GENERATOR
200A GENERAC ATS

325 SAWGRASS DRIVE
CHARLES TOWN, WV 25414

VICINITY MAP



SCOPE OF WORK

ADD STANDBY GENERATOR, ASSOCIATED CONCRETE PAD, AND UTILITY EQUIPMENT TO EXISTING AT&T EQUIPMENT AREA. THERE WILL BE NO CHANGE IN THE SIZE OR HEIGHT OF THE TOWER OR ANTENNAS.

MEMBER ONE CALL SYSTEMS INTERNATIONAL

TO OBTAIN LOCATION OF PARTICIPANTS' UNDERGROUND FACILITIES BEFORE YOU DIG IN WEST VIRGINIA

MISS UTILITY OF WEST VIRGINIA
811 OR 1-800-245-4848

WEST VIRGINIA LAW SECTION XIV: WEST VIRGINIA CHAPTER 24-C REQUIRES MIN. 2 WORKING DAYS NOTICE BEFORE YOU EXCAVATE.

APPLICABLE BUILDING CODE & STANDARDS

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITION OF THE FOLLOWING CODES AS ADOPTED BY THE GOVERNING LOCAL AUTHORITIES. NOTHING IN THESE PLANS ARE TO BE CONSTRUCTED TO PERMIT WORK NOT CONFORMING TO THESE CODES:

1. INTERNATIONAL BUILDING CODE 2015

2. NATIONAL ELECTRIC CODE 2017

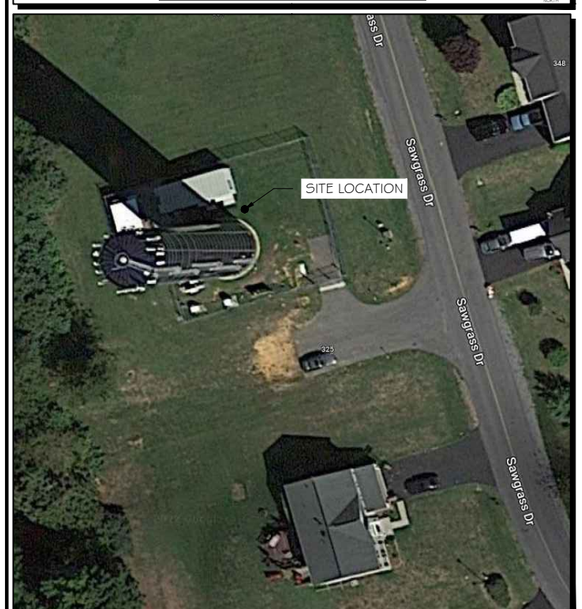
3. AMERICAN CONCRETE INSTITUTE (ACI) 318, BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE

4. AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC), MANUAL OF STEEL CONSTRUCTION

5. TELECOMMUNICATIONS INDUSTRY ASSOCIATION (TIA) 222-G, STRUCTURAL STANDARDS FOR STEEL TOWER AND ANTENNA SUPPORTING STRUCTURES

6. TIA 607, COMMERCIAL BUILDING GROUNDING AND BONDING REQUIREMENTS FOR TELECOMMUNICATIONS

AERIAL VIEW OF SITE



PROJECT INFORMATION

PROJECT MANAGER:

BRIAN K SILBERT
SR. REGIONAL MANAGER
GENERAL DYNAMICS WIRELESS SERVICES
101 STATION DRIVE
WESTWOOD, MA 02090
EMAIL: Brian.Silbert@GDIT.com

ENGINEER:

RAMAKER & ASSOCIATES, INC.
855 COMMUNITY DRIVE
SAUK CITY, WI 53583
PH.: (608) 643-4100
FAX: (608) 643-7999
CONTACT: TYLER BEATTY
EMAIL: tbeatty@ramaker.com

APPLICANT INFORMATION:
AT&T MOBILITY
7150 STANDARD DR
HANOVER, MD 21076

SITE DATA:
SITE NAME: OVERLAY - EVITTS RUN
FA NUMBER: 10064039

PROPERTY OWNER:
CITY OF CHARLES TOWN
101 E. EASHINGTON ST P.O. BOX 14
CHARLES TOWN, WV 25414

CONTACT:
MICHAEL HOFE
PH.: (301)667-0001

ADDRESS:
325 SAWGRASS DRIVE
CHARLES TOWN, WV 25414

COUNTY: JEFFERSON

LAT.: 39.281894°
LONG.: -77.912028°

GROUND ELEVATION: 574 FT AMSL

DO NOT SCALE DRAWINGS:
CONTRACTOR SHALL VERIFY ALL PLANS & EXISTING DIMENSIONS & CONDITIONS ON THE JOB SITE & SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.

THE INFORMATION CONTAINED IN THIS SET OF DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO THE CLIENT IS STRICTLY PROHIBITED.

SHEET INDEX

GENERAL:

T-1 TITLE SHEET

NOTES:

N-1 GENERAL NOTES

SITE:

A-1 SITE PLAN & EQUIPMENT LAYOUT
S-1 FOUNDATION DETAILS
S-2 FENCE DETAILS

ELECTRICAL & GROUNDING:

E-1 WIRING DETAILS
E-2 PANEL AND PENETRATION DETAILS
E-3 ATS, CONDUIT & GROUND ROD DETAILS
E-4 GENERAC GENERATOR SPECIFICATIONS
E-4.1 GENERAC GENERATOR SPECIFICATIONS
E-4.2 GENERAC GENERATOR SPECIFICATIONS
E-4.3 GENERAC SOUND DATA SPECIFICATIONS
E-5 GENERAC ATS SPECIFICATIONS
E-5.1 GENERAC ATS SPECIFICATIONS

SIGNATURE BLOCK

AT&T MGR. — DATE

GENERAL DYNAMICS CONSTRUCTION MGR. — DATE

SITE ACQUISITION — DATE

PROPERTY OWNER — 9/27/2022 DATE

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PREPARED FOR:

at&t Mobility

CONSULTANT:
GENERAL DYNAMICS
Information Technology, Inc.
GENERAL DYNAMICS
101 STATION DR
WESTWOOD, MA 02090

Certification & Seal:
I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of West Virginia.

DARYL R. MATZKE REGISTERED 24470 STATE OF WEST VIRGINIA PROFESSIONAL ENGINEER
6/14/2022

MARK	DATE	DESCRIPTION

ISSUE PHASE: FINAL — DATE ISSUED: 06/14/2022

PROJECT TITLE:
OVERLAY - EVITTS RUN
FA ID # 10064039

PROJECT INFORMATION:
325 SAWGRASS DRIVE
CHARLES TOWN, WV 25414

SHEET TITLE:
TITLE SHEET

SCALE: NONE

PROJECT NUMBER: 54116
SHEET NUMBER: T-1

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NOTES TO SUBCONTRACTOR:

1. THE GENERAL SUBCONTRACTOR MUST VERIFY ALL DIMENSIONS, CONDITIONS AND ELEVATIONS BEFORE PROCEEDING WITH THE WORK. ALL WORK SHALL BE PERFORMED IN A WORKMANLIKE MANNER IN ACCORDANCE WITH ACCEPTED CONSTRUCTION PRACTICES.

2. IT IS THE INTENTION OF THESE DRAWINGS TO SHOW THE COMPLETED INSTALLATION. THE SUBCONTRACTOR SHALL BE RESPONSIBLE FOR ALL TEMPORARY BRACING, SHORING, TIES, FORM WORK, ETC. IN ACCORDANCE WITH ALL NATIONAL, STATE, AND LOCAL ORDINANCES, TO SAFELY EXECUTE ALL WORK AND SHALL BE RESPONSIBLE FOR SAME. ALL WORK SHALL BE IN ACCORDANCE WITH LOCAL CODES.

3. THE SUBCONTRACTOR SHALL USE ADEQUATE NUMBER OF SKILLED WORKMAN WHO ARE THOROUGHLY TRAINED AND EXPERIENCED IN THE NECESSARY CRAFTS AND WHO ARE COMPLETELY FAMILIAR WITH THE SPECIFIED REQUIREMENTS AND METHOD NEEDED FOR PROPER PERFORMANCE OF THE WORK.

4. CONSTRUCTION SUBCONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION SUBCONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING THE SAFETY OF ALL PERSONS AND PROPERTY, THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS AND CONSTRUCTION SUBCONTRACTOR FURTHER AGREES TO INDEMNIFY AND HOLD DESIGN ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH PERFORMANCE OF WORK ON THIS PROJECT.

5. SITE GROUNDING SHALL COMPLY WITH AT&T WIRELESS SERVICES TECHNICAL SPECIFICATIONS FOR FACILITY GROUNDING FOR CELL SITE STANDARDS, LATEST EDITION, AND COMPLY WITH AT&T TOWERS GROUNDING CHECKLIST, LATEST VERSION. WHEN NATIONAL AND LOCAL GROUNDING CODES ARE MORE STRINGENT THEY SHALL GOVERN. GROUNDING SHALL BE COMPLETED BEFORE ERECTION OF TOWER.

6. ALL WORK SHALL COMPLY WITH OSHA AND STATE SAFETY REQUIREMENTS. PROCEDURES FOR THE PROTECTION OF EXCAVATIONS, EXISTING CONSTRUCTION AND UTILITIES SHALL BE ESTABLISHED PRIOR TO FOUNDATION INSTALLATION, IF TEMPORARY LIGHTING AND MARKING IS REQUIRED BY THE FEDERAL AVIATION ADMINISTRATION (FAA), IT IS THE SUBCONTRACTOR'S RESPONSIBILITY TO MAINTAIN THE NECESSARY LIGHTS AND NOTIFY THE PROPER AUTHORITIES IN THE EVENT OF A PROBLEM.

7. ALL WORK SHALL BE ACCOMPLISHED IN ACCORDANCE WITH ALL LOCAL, STATE, AND FEDERAL CODES OR ORDINANCES. THE MOST STRINGENT CODE WILL APPLY IN THE CASE OF DISCREPANCIES OR DIFFERENCES IN THE CODE REQUIREMENTS.

8. ANY DAMAGE TO THE ADJACENT PROPERTIES WILL BE CORRECTED AT THE SUBCONTRACTOR'S EXPENSE TO THE SATISFACTION OF THE LANDOWNER AND THE ENGINEER.

9. THE COMPLETE BID PACKAGE INCLUDES THESE CONSTRUCTION DRAWINGS ALONG WITH THE SPECIFICATIONS. SUBCONTRACTOR IS RESPONSIBLE FOR REVIEW OF TOTAL BID PACKAGE PRIOR TO BID SUBMITTAL..

10. SUBCONTRACTOR SHALL VERIFY LOCATION OF ALL EXISTING UTILITIES WITHIN CONSTRUCTION LIMITS PRIOR TO CONSTRUCTION.

11. THE SUBCONTRACTOR IS RESPONSIBLE FOR MAINTAINING POSITIVE DRAINAGE ON THE SITE AT ALL TIMES. SILT AND EROSION CONTROL SHALL BE MAINTAINED ON THE DOWNSTREAM SIDE OF THE SITE AT ALL TIMES. ANY DAMAGE TO ADJACENT PROPERTIES WILL BE CORRECTED AT THE SUBCONTRACTOR'S EXPENSE.

12. CLEARING OF TREES AND VEGETATION ON THE SITE SHOULD BE HELD TO A MINIMUM. ONLY THE TREES NECESSARY FOR CONSTRUCTION OF THE FACILITIES SHALL BE REMOVED. ANY DAMAGE TO THE PROPERTY OUTSIDE THE LEASED PROPERTY SHALL BE REPAIRED BY THE SUBCONTRACTOR.

13. ALL SUITABLE BORROW MATERIAL FOR BACK FILL OF THE SITE SHALL BE INCLUDED IN THE BID. EXCESS TOPSOIL AND UNSUITABLE MATERIAL SHALL BE DISPOSED OF OFF SITE AT LOCATIONS APPROVED BY GOVERNING AGENCIES PRIOR TO DISPOSAL.

14. SEEDING AND MULCHING OF THE SITE WILL BE ACCOMPLISHED AS SOON AS POSSIBLE AFTER COMPLETION OF THE SITE DEVELOPMENT. THE SUBCONTRACTOR IS RESPONSIBLE FOR PROVIDING AND MAINTAIN AN ADEQUATE COVER OF VEGETATION OVER THE SITE FOR A ONE YEAR PERIOD.

15. PERMITS: THE SUBCONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND INCURRING THE COST OF ALL REQUIRED PERMITS, INSPECTIONS, CERTIFICATES, ETC.

16. RECORD DRAWINGS: MAINTAIN A RECORD OF ALL CHANGES, SUBSTITUTIONS BETWEEN WORK AS SPECIFIED AND INSTALLED. RECORD CHANGES ON A CLEAN SET OF CONTRACT DRAWINGS WHICH SHALL BE TURNED OVER TO THE CONSTRUCTION MANAGER UPON COMPLETION OF THE PROJECT.

17. THE PLANS SHOW SOME KNOWN SUBSURFACE STRUCTURES, ABOVE GROUND STRUCTURES AND/OR EXISTING UTILITIES BELIEVED TO BE IN THE WORKING AREA. IT IS THE RESPONSIBILITY OF THE SUBCONTRACTOR TO VERIFY ALL UTILITIES, PIPELINES AND OTHER STRUCTURES SHOWN OR NOT SHOWN ON THESE PLANS. THE SUBCONTRACTOR SHALL CONTACT THE LOCAL JURISDICTION'S DIGGER'S HOTLINE BEFORE DIGGING OR DRILLING. ANY DAMAGE TO EXISTING UTILITIES SHALL BE REPAIRED TO THE SATISFACTION OF THE OWNER AND ENGINEER AT THE SUBCONTRACTOR'S EXPENSE.

GENERAL NOTES:

1. THIS PROPOSAL IS FOR THE ADDITION OF A NEW GENERATOR ON A CONCRETE PAD TO AN EXISTING UNMANNED TELECOMMUNICATIONS FACILITY CONSISTING OF AN EQUIPMENT SHELTER AND TOWER.

2. THE PROPOSED FACILITY WILL BE UNMANNED AND DOES NOT REQUIRE POTABLE WATER OR SEWER SERVICE.

3. THE PROPOSED FACILITY IS UNMANNED AND IS NOT FOR HUMAN HABITAT. (NO HANDICAP ACCESS IS REQUIRED)

4. OCCUPANCY IS LIMITED TO PERIODIC MAINTENANCE AND INSPECTION, APPROXIMATELY 2 TIMES PER MONTH BY AT&T TECHNICIANS.

5. OUTDOOR STORAGE AND SOLID WASTE CONTAINERS ARE NOT PROPOSED.

6. ALL MATERIAL SHALL BE FURNISHED AND WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS.

7. SUBCONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING ANY DAMAGE CAUSED BY THE CONSTRUCTION OPERATION.

8. SUBCONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS AND INSPECTION REQUIRED FOR CONSTRUCTION.

9. SUBCONTRACTOR SHALL REMOVE ALL TRASH AND DEBRIS FROM THE SITE ON A DAILY BASIS.

ELECTRICAL NOTES:

A. GENERAL

1. COORDINATE LOCATION AND POWER REQUIREMENTS OF ALL EQUIPMENT WITH AT&T AND EQUIPMENT SUPPLIER PRIOR TO INSTALLATION.

2. COORDINATE LOCATION AND REQUIREMENTS FOR ELECTRICAL AND TELEPHONE SERVICES WITH THE PROPERTY REPRESENTATIVE, AT&T AND UTILITY COMPANIES. ROUTING OF CONDUITS MAY BE MODIFIED TO MEET SITE REQUIREMENTS. EXACT CONDUIT ROUTING TO BE DETERMINED IN THE FIELD.

3. ALL WIRING AND EQUIPMENT SHOWN ON ELECTRICAL SHEETS SHALL BE FURNISHED AND INSTALLED UNDER ELECTRICAL PORTION OF CONTRACT UNLESS OTHERWISE NOTED

4. UNINTERRUPTED ELECTRICAL SERVICE FOR EXISTING EQUIPMENT SHALL BE MAINTAINED DURING THE INSTALLATION OF THE WORK DESCRIBED UNDER THESE DOCUMENTS. TEMPORARY EQUIPMENT, CABLES AND WHATEVER ELSE IS NECESSARY SHALL BE PROVIDED AS REQUIRED TO MAINTAIN ELECTRICAL SERVICE. TEMPORARY SERVICE FACILITIES, IF REQUIRED AT ANY TIME, SHALL NOT BE DISCONNECTED OR REMOVED UNTIL NEW SERVICE EQUIPMENT IS IN PROPER OPERATION. IF ANY SERVICE OR SYSTEM MUST BE INTERRUPTED, THE CONTRACTOR SHALL REQUEST PERMISSION IN WRITING STATING THE DATE, TIME, ETC. THE SERVICE WILL BE INTERRUPTED AND THE AREAS AFFECTED. THIS REQUEST SHALL BE MADE IN SUFFICIENT TIME FOR PROPER ARRANGEMENTS TO BE MADE. WRITTEN PERMISSION SHALL BE OBTAINED FROM THE OWNER BEFORE INTERRUPTING ELECTRICAL SERVICE.

5. COORDINATE NEW WORK WITH OTHER TRADES AND VERIFY EXISTING CONDITIONS TO AVOID INTERFERENCE. IN CASE OF INTERFERENCE, AT&T'S REPRESENTATIVE WILL DECIDE WHICH WORK IS TO BE RELOCATED, REGARDLESS OF WHICH WAS FIRST INSTALLED.

6. THE INSTALLATION MUST COMPLY WITH NEC AND ALL FEDERAL, STATE AND LOCAL RULES AND REGULATIONS.

7. THE DRAWINGS ARE DIAGRAMMATIC AND INDICATE THE GENERAL ARRANGEMENT OF SYSTEMS AND EQUIPMENT UNLESS OTHERWISE DEFINED BY DIMENSIONS OR DETAILS. EXACT EQUIPMENT LOCATIONS AND RACEWAY ROUTING SHALL BE GOVERNED BY ACTUAL FIELD CONDITIONS AND/OR DIRECTIONS FROM AT&T'S REPRESENTATIVE.

8. CONTRACTOR SHALL PAY ALL PERMITS AND FEES REQUIRED.

9. ALL MATERIALS SHALL BE FURNISHED AND WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE APPLICABLE SECTIONS OF THE STANDARDS REFERENCED BELOW:
   a. ANSI (AMERICAN NATIONAL STANDARDS INSTITUTE)
   b. ASTIM (AMERICAN SOCIETY FOR TESTING MATERIALS)
   c. ETL (ELECTRICAL TESTING LABORATORY)
   d. ICEA (INSULATED CABLE ENGINEERS ASSOCIATION)
   e. IEEE (INSTITUTE OF ELECTRICAL AND ELECTRONIC ENGINEERS)
   f. MBFU (NATIONAL BOARD OF FIRE UNDERWRITERS)
   g. NESC (NATIONAL ELECTRICAL SAFETY CODE)
   h. NEMA (NATIONAL ELECTRICAL MANUFACTURER'S ASSOCIATION)
   i. NFPA (NATIONAL FIRE PROTECTION ASSOCIATION)
   j. UL (UNDERWRITER'S LABORATORY)

10. CONTRACTOR SHALL REVIEW PLANS, DETAILS AND SPECIFICATIONS IN DETAIL AND ADJUST WORK TO CONFORM WITH ACTUAL SITE CONDITIONS SO THAT ELECTRICAL DEVICES AND EQUIPMENT WILL BE LOCATED AND READILY ACCESSIBLE. QUANTITIES LISTED IN MATERIAL LISTS ON THE DRAWINGS ARE FOR INFORMATION ONLY. THE CONTRACTOR SHALL PROVIDE HIS OWN TAKEOFF FOR MATERIAL QUANTITY AND TYPES BASED ON ACTUAL SITE CONDITIONS, IN ADDITION, CONTRACTOR SHALL PROVIDE ALL NECESSARY MATERIALS TO INSTALL EQUIPMENT FURNISHED BY AT&T OR ITS SUPPLIERS. ALL ITEMS NOT SPECIFICALLY MENTIONED HEREIN OR SHOWN ON THE DRAWINGS, BUT WHICH ARE OBVIOUSLY NECESSARY TO MAKE A COMPLETE WORKING INSTALLATION, SHALL BE INCLUDED.

11. THE CONTRACTOR OR BIDDER SHALL BEAR THE RESPONSIBILITY OF NOTIFYING (IN WRITING) AT&T'S REPRESENTATIVE OF ANY CONFLICTS PRIOR TO THE SUBMISSION OF CONTRACTOR'S PROPOSAL OR PERFORMANCE OF WORK, IN THE EVENT OF DISCREPANCIES THE CONTRACTOR SHALL PRICE THE MORE COSTLY OR EXTENSIVE WORK, UNLESS DIRECTED IN WRITING OTHERWISE.

12. ALL FLOORS WHERE PENETRATIONS ARE REQUIRED IN BUILDING ARE TO BE CORE DRILLED AND THEN FIREPROOFED.

B. WIRING/CONDUIT

1. PROVIDE PULL BOXES AND JUNCTION BOXES WHERE SHOWN OR AS REQUIRED BY CODE SUCH THAT NO MORE THAN THE EQUIVALENT OF FOUR QUARTER BENDS (380 DEGREES TOTAL) EXIST IN A CONDUIT RUN.

2. ALL POWER AND CONTROL/INDICATION WIRING SHALL BE TYPE THHN/THWN 800V RATED 75 DEGREES CELSIUS, UNLESS NOTED OTHERWISE.

3. SCHEDULE 80 PVC CONDUIT SHALL BE USED ABOVE GROUND, WHERE ABOVE GRADE IS DEFINED AS THE GROUND OF THE TURN-UP

4. BELL END OR TERMINAL ADAPTER MUST BE INSTALLED ON END OF PVC CONDUIT PER NEC 352.46. 300.4 F, (3)

5. CONDUIT BENDS SHALL BE MADE IN ACCORDANCE WITH NEC TABLE 346-10. NO RIGHT ANGLE DEVICE OTHER THAN STANDARD CONDUIT ELBOWS WITH 12" MINIMUM INSIDE SWEEPS FOR ALL CONDUITS 2" OR LARGER.

6. POWER WIRING SIZE SHALL NOT BE SMALLER THAN #12 AWG.

7. ALL WIRING SHALL BE COPPER. ALUMINUM WILL NOT BE ACCEPTABLE ALL POWER CIRCUITS SHALL CONTAIN A GROUND WIRE.

8. PHASE MARKINGS TO BE USED AT POWER CONDUCTOR TERMINATIONS.

9. CONTRACTOR SHALL ENSURE INTEGRITY IS MAINTAINED WHEN INSTALLING CONDUIT AND WIRING.

10. INSTALL PULL STRING IN ALL CONDUIT.

11. FOR ROOFTOP INSTALLS AND BUILD-OUTS, CONDUITS INSIDE BUILDING AND ON ROOF SHALL BE RGS, UNLESS OTHERWISE NOTED. FOR RAW LAND SITES AND CO-LOCATES, PVC SCHEDULE 80 SHALL BE UTILIZED UNLESS NOTED OTHERWISE.

12. MAINTAIN MINIMUM 1'-0" VERTICAL AND 1'-0" HORIZONTAL SEPARATIONS FROM ANY MECHANICAL GAS PIPING.

13. ALL WIRING ROUTED IN PLENUM TO BE RATED OR IN METALLIC FLEX (LIQUIDITE) CONDUIT.

C. EQUIPMENT

1. EQUIPMENT/PARTS CONNECTED TO EXISTING PANELS, DUCTS, ETC. SHALL MATCH THE CHARACTERISTICS (A/C, V, A) OF THAT EQUIPMENT.

2. ALL ELECTRICAL EQUIPMENT OUTSIDE SHALL BE NEMA OR 3R RATED.

D. GROUNDING

1. ALL GROUND CONNECTIONS TO BUILDING SHALL BE MADE USING TWO-HOLE CONNECTORS. PROVIDE STAINLESS STEEL BOLTS AND LOCK WASHERS ON ALL MECHANICAL GROUND CONNECTIONS.

2. ALL EQUIPMENT SURFACES TO BE BONDED TO GROUNDING SYSTEM SHALL BE STRIPPED OF ALL PAINT AND DIRT. CONNECTIONS TO VARIOUS METALS SHALL BE OF A TYPE AS TO CAUSE A GALVANIC OR CORROSIVE REACTION. AREA SHALL BE REPAINTED FOLLOWING BONDING.

3. ANY METALLIC ITEM WITHIN 6' OF GROUND CONDUCTORS MUST BE CONNECTED TO THE GROUNDING SYSTEM.

4. EXTERIOR, ABOVE GRADE GROUND CONNECTIONS SHALL BE FURNISHED WITH A LIBERAL PROTECTIVE COATING OF ANTI-OXIDE COMPOUND.

5. ALL MATERIALS AND LABOR REQUIRED FOR THE GROUNDING SYSTEM AS INDICATED ON THE PLANS AND DETAILS, AND AS DESCRIBED HEREIN SHALL BE FURNISHED BY THIS CONTRACTOR UNLESS OTHERWISE NOTED.

6. EXACT LOCATION OF GROUND CONNECTION POINTS SHALL BE DETERMINED IN FIELD. ADJUST LOCATIONS INDICATED ON PLANS ACCORDING TO ACTUAL EQUIPMENT LOCATIONS TO KEEP THE GROUND CONNECTION CABLES AS SHORT AS PRACTICAL.

7. PROVIDE ALL ELECTRICAL SYSTEM AND EQUIPMENT GROUNDS AS REQUIRED BY THE CURRENT EDITION OF THE NATIONAL ELECTRIC CODE AND THE CURRENT EDITION OF THE NATIONAL ELECTRICAL SAFETY CODE. BONDING JUMPERS WITH APPROVED GROUND FITTINGS SHALL BE INSTALLED AT ALL RACEWAYS, EQUIPMENT ENCLOSURES, PULL BOXES, ETC. TO MAINTAIN GROUND CONTINUITY WHERE REQUIRED BY CODE.

8. ALL EQUIPMENT GROUND CONDUCTORS SHALL BE TIN COATED, #2 AWG COPPER UNLESS NOTED OTHERWISE ON THE DRAWINGS.

9. PROVIDE PRE AND POST GROUND TEST RESULTS, USING CLAMP-ON TESTER. TEST RESULTS SHALL BE PHOTOS WITH DIGITAL TIME AND GPS STAMPED/EMBEDDED.

E. INSPECTION/DOCUMENTATION

1. THE CONTRACTOR, UPON COMPLETION OF HIS WORK, SHALL PROVIDE AS-BUILT DRAWINGS. INFORMATION SHOULD BE GIVEN TO THE GENERAL CONTRACTOR FOR INCLUSION IN FINAL AS-BUILT SURVEY DOCUMENTS TO BE GIVEN TO THE OWNER.

2. CONTRACTOR SHALL SUPPLY DOCUMENTATION ATTESTING TO THE COMPLETE GROUND SYSTEM'S RECEPTIVITY (MAX. 5 OHMS).

3. AN ELECTRICAL INSPECTION SHALL BE MADE BY AND INSPECTING AGENCY APPROVED BY AT&T'S REPRESENTATIVE. CONTRACTOR SHALL COORDINATE ALL INSPECTIONS AND OBTAIN POWER COMPANY APPROVAL.

4. CONTRACTOR SHALL HAVE ATS AND GENERATOR RELAY INSTALLATION AND CONNECTIONS INSPECTED BY OTHERS TO ENSURE THAT UL LISTING FOR THAT EQUIPMENT IS NOT VOIDED.

MEA

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at&t Mobility

CONSULTANT:
GENERAL DYNAMICS
Information Technology, Inc.
GENERAL DYNAMICS
101 STATION DR
WESTWOOD, MA 02090

Certification & Seal:
I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of West Virginia.

DARYL R. MATZKE REGISTERED 24470 STATE OF WEST VIRGINIA PROFESSIONAL ENGINEER
6/14/2022

MARK	DATE	DESCRIPTION

ISSUE PHASE: FINAL DATE ISSUED: 06/14/2022

PROJECT TITLE:
OVERLAY - EVITTS RUN
FA ID # 10064039

PROJECT INFORMATION:
325 SAWGRASS DRIVE
CHARLES TOWN, WV 25414

SHEET TITLE:
GENERAL NOTES

SCALE: NONE

PROJECT NUMBER: 54116
SHEET NUMBER: N-1

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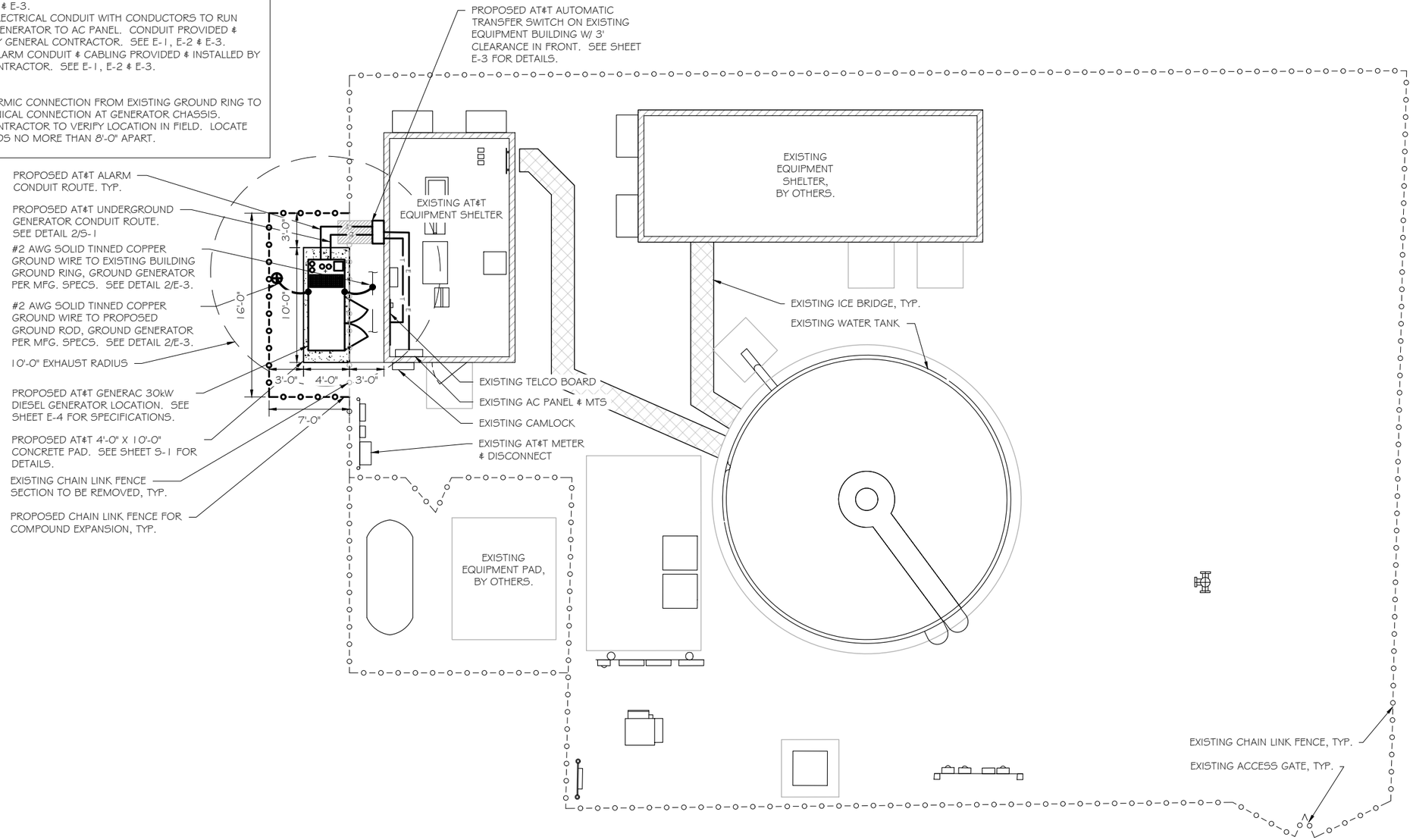
SCOPE OF WORK DETAILS

GENERAL:
- NEW GENERAC DIESEL GENERATOR PROVIDED BY GENERAL DYNAMICS & INSTALLED BY GENERAL CONTRACTOR, SEE E-4.
- NEW 4'-0" X 10'-0" CONCRETE PAD PROVIDED & INSTALLED BY GENERAL CONTRACTOR (AS REQUIRED) SEE S-1
- NEW GENERAC AUTOMATIC TRANSFER SWITCH PROVIDED BY GENERAL DYNAMICS & INSTALLED BY CONTRACTOR (AS REQUIRED) SEE E-3 & E-5.
- CONTRACTOR TO VERIFY ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION
- CONTRACTOR SHALL RESTORE & REPAIR ANY DAMAGED AREAS CAUSED BY CONSTRUCTION TO ORIGINAL OR BETTER CONDITION

CONDUITS:
- INSTALL PULL STRING IN EACH CONDUIT
- (1) NEW 2" AND (1) NEW 1" ELECTRICAL CONDUITS WITH CONDUCTORS TO RUN FROM NEW GENERATOR TO NEW ATS. CONDUIT PROVIDED AND INSTALLED BY GENERAL CONTRACTOR. SEE E-1, E-2 & E-3.
- (1) NEW 1" ELECTRICAL CONDUIT WITH CONDUCTORS TO RUN FROM NEW GENERATOR TO AC PANEL. CONDUIT PROVIDED & INSTALLED BY GENERAL CONTRACTOR. SEE E-1, E-2 & E-3.
- (1) NEW 1" ALARM CONDUIT & CABLING PROVIDED & INSTALLED BY GENERAL CONTRACTOR. SEE E-1, E-2 & E-3.

GROUNDING:
- NEW EXOTHERMIC CONNECTION FROM EXISTING GROUND RING TO NEW MECHANICAL CONNECTION AT GENERATOR CHASSIS. GENERAL CONTRACTOR TO VERIFY LOCATION IN FIELD. LOCATE GROUND RODS NO MORE THAN 8'-0" APART.



SITE PLAN
SCALE: 1" = 10'

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PREPARED FOR:
at&t Mobility

CONSULTANT:
GENERAL DYNAMICS
Information Technology, Inc.
GENERAL DYNAMICS
101 STATION DR
WESTWOOD, MA 02090

Certification & Seal:
I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of West Virginia.

DARYL R. MATZKE REGISTERED 24470 STATE OF WEST VIRGINIA PROFESSIONAL ENGINEER
6/14/2022

MARK	DATE	DESCRIPTION

ISSUE PHASE: FINAL
DATE ISSUED: 06/14/2022

PROJECT TITLE:
OVERLAY - EVITTS RUN
FA ID # 10064039

PROJECT INFORMATION:
325 SAWGRASS DRIVE
CHARLES TOWN, WV 25414

SHEET TITLE:
SITE PLAN & EQUIPMENT LAYOUT

0 5' 10' 20'
11" x 17" - 1" = 10'
22" x 34" - 1" = 5'

PROJECT NUMBER: 54116
SHEET NUMBER: A-1

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FOURTH AMENDMENT TO LEASE AGREEMENT

Site Name/Location: **The City of Charles Town – WV-001 Keyes Ferry Road**
Keyes Ferry Road, Jefferson County, West Virginia

This Fourth Amendment to Lease Agreement (the "Amendment"), dated as of _____, 2022, is made and entered into by and between SPRINT SPECTRUM, LLC, a Delaware limited liability company, with its principal offices at 6220 Sprint Parkway, Overland Park, Kansas 66251-2650, as successor-in-interest to SHENANDOAH PERSONAL COMMUNICATIONS, LLC, a Virginia limited liability company ("Tenant"); and the CITY OF CHARLES TOWN, WEST VIRGINA ("Landlord"), a Municipal Corporation, with an address at 101 East Washington Street, Charles Town, West Virginia 25414.

RECITALS

WHEREAS, Landlord and Tenant are parties to that Lease Agreement dated as of November 20, 2002 (the "Agreement"); and

WHEREAS, Landlord and Tenant are parties to that First Amendment to the Lease dated November 7, 2012 (the "First Amendment"); and

WHEREAS, Landlord and Tenant are parties to that Second Amendment to the Lease dated April 14, 2016 (the "Second Amendment"); and

WHEREAS, Landlord and Tenant are parties to that Third Amendment to Lease Agreement dated March 10, 2022 (the "Third Amendment"); pursuant to which Tenant is leasing from Landlord space on Landlord's water tank (the "Tank") and within Landlord's Property located off Keyes Ferry Road, Charles Town, West Virginia for the purposes of operating certain communications antennas and related equipment thereat (collectively 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 Landlord is amenable to such change in configuration in accordance with the terms hereof; and

WHEREAS, Landlord and Tenant desire to amend the Agreement in accordance with the terms hereof to reflect such change in the configuration of Tenant's antennas and related equipment at the Premises and within the Property and to increase the Fee Payments under the Agreement to reflect the increase in loading on the Tank resulting from such reconfiguration of Tenant's antennas and related equipment;

NOW, THEREFORE, in consideration of the foregoing recitals and the agreements and covenants set forth herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Exhibit A-3 to the Agreement is hereby deleted in its entirety, and the new Exhibit A-4 to the Agreement, including the Collocation Application of Tenant, is hereby incorporated into the Agreement in lieu thereof.

2. Exhibit B-3 to the Agreement is hereby deleted in its entirety, and the new Exhibit B-4 to the Agreement, the Tenant Construction Drawings, is hereby incorporated into the Agreement in lieu thereof.

3. The following new subsection (d) is hereby incorporated into Section 4 of the Agreement:

(d) Beginning on the earlier of September 1, 2022 or prorated as of the date upon which Tenant commences their configuration changes under this Fourth Amendment, the monthly rental payment due shall be Three Thousand Eight Hundred Eleven and Sixty-Seven Cents ($3,811.67), an increase of Two Hundred Dollars and No Cents ($200.00) per month from the current monthly rent. On January 1, 2023, and on the same date thereafter throughout this renewal term or any other renewal terms exercised by Lessee, the monthly rent shall be increased

subject to the annual monthly rental increase set forth in Section 4(b) hereof. In the event that this Lease continues beyond the expiration of the initial Lease term and any renewal terms provided for herein, the monthly rental payment shall be increased on January 1st of each year during any month-to-month term to an amount equal to 103% of the previous year's term and said rent shall be payable monthly through any month-to-month tenancy. Landlord or Tenant shall have the right to terminate this Agreement at any time with six (6) months prior written notice beginning with any yearly renewal term.

All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows.

If to Tenant:

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, Washington 98006
Attn: Lease Compliance / T-Mobile Site ID 7HCH506A

If to Landlord:

The City of Charles Town Utility Board
661 South George Street, Suite 101
Charles Town, West Virginia 25414
Attn: Utility Manager – WV-001 – Keyes Ferry Road

Notice given by certified mail or by reliable overnight courier shall be deemed delivered on the date of receipt (or on the date receipt is refused) as shown on the certification of receipt or on the records or manifest of the U.S. Postal Service or such courier service. Either party may change the location for providing notice to the other party by thirty (30) days written notice, as provided herein.

8. Except as expressly amended herein or within the First, Second or Third Amendments previously in effect, the Agreement and the terms and provisions thereof shall remain in full force and effect. Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

9. 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.

[This Space Left Blank Intentionally;
Signatures Appear on the Next Page]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first above written.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

TENANT:

SPRINT SPECTRUM, LLC
a Delaware limited liability company

_____

By: _____

Print Name: _____

Name: _____

Title:_____



TMO Signatory Level : L06

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

LANDLORD:



C

CITY OF CHARLES TOWN
a Municipal Corporation

_____

By: _____

Print Name:_____

Name:_____

Title: _____

EXHIBIT A-4

TENANT CO-LOCATION APPLICATION
(5 Pages)

[See Attached Co-Location Application]

☐ NEW LEASE	☑ AMENDMENT TO EXISTING LEASE	☐ ANCHOR TENANT	☐ RECONTRACT	INTERNAL USE ONLY	
				APP VERSION #	1
				LEASE #	7
				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-001**
		Charles Town Site Name:	**Keyes Ferry Road**
		Application Date:	7/1/2022
		Revision Dates:	7/7/2022
		OPS Approval:	8/3/2022

APPLICANT / CARRIER INFORMATION			
Carrier Name:	**T-Mobile**	**Contact Name:**	**Levi Potensky**
Carrier Site Number:	**7HCH506A**	**Contact Number:**	**443-995-5166**
Carrier Site Name:	**Charles Town South**	**Contact Fax:**	
Carrier Legal Entity Name:	T-Mobile Northeast, LLC	**Contact Address:**	1362 Mellon Rd, Suite 140 Hanover, MD 21076
State of registration:	Delaware		
Type of entity (LP, LLC, Corp) d/b/a (If applicable)	LLC		
Notice Address for Lease:	12920 SE 38th St, Bellevue, WA 98006	**Contact E-mail:**	levi.potensky@smartlinkgroup.com
With copies to:		**Additional E-mail:**	
Carrier Invoice Address:	12050 Baltimore Ave, Beltsville, MD 20705	**Desired Install Date:**	
Carrier Invoice Contact - Name, Title, Phone No.	Andrew Wissel, Project Manager	**Carrier NOC#**	

ADDITIONAL CONTACT INFORMATION	
Leasing Contact Name/Number:	Levi Potensky / 443-995-5166
RF Contact Name/Number:	Ryan Conaway / 443-570-1753
Construction Contact Name/Number:	Alex Phelps / 240-344-5153
Emergency Contact Name/Number:	

SITE INFORMATION				
Latitude:	**39.292967**	**N**	**Existing Structure Type:**	**Water Tank**
Longitude:	**-77.832567**	**W**	**Existing Structure Height:**	**160'**
Site Address:	**475 Keyes Ferry Road, Charles Town, WV 25414**			

FREQUENCY/TECHNOLOGY INFORMATION		
Type of Technology for all equipment (i.e., 3G, LTE, CMDA, MW, WiFi, TV, etc.)		L21, L19, U19, 2.5 GHZ NR+LTE, L/N600, L600, MW
TX Frequency (MHz)	Licensed	668-734, 2135-2690, 1930-1975, 11 (MW)
RX Frequency (MHz)	Licensed	622-704, 2496-2690, 1735-1895, 11 (MW)
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
T-Mobile will be adding a 39" microwave dish and ODU installed on an existing mount in addition to one (1) 1/2" transmission line.

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	122	122	Sector Frames	3	Commscope	VV-65A-R1 (Quad)	54.7x12x4.6	43	60, 200, 285	Yes
Panel	122	122	Sector Frames	3	RFS	APXVAARR24_43-U-N-N A20 (Octo)	95.9x24x8.5	143.3	60, 200, 285	Yes
Panel	122	122	Sector Frames	3	Ericsson	AIR6449 B41	33.1x20.6x8.6	104	60, 200, 285	Yes
RRU	122	122	Sector Frames	3	Ericsson	Radio 4460 B25	19.6x15.7x12.1	109	N/A	Yes
RRU	122	122	Sector Frames	3	Ericsson	Radio 4449 B71+B85	13.19x14.95x9.25	74	N/A	Yes
MW	122	122	Sector Frames	1	Commscope	VHLP3-11W/A	39.3x32x15.2	37.5	285	Yes
ODU	122	122	Sector Frames	1	Ceragon	Fiber Air IP 20A	12.56x11.26x4.21	26.5	N/A	Yes
	140	140								
		140								
		140								
		140								
		140								
		140								
		140								

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	1/2	4	Water Tank	Yes	1/2" Coax Lines
RET Home Run Cable					
Fiber	1-5/8"	3	Water Tank	Yes	6x4 4 AWG

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	122	122	Sector Frames	3	Commscope	VV-65A-R1 (Quad)	54.7x12x4.6	43	60, 200, 285
Panel	122	122	Sector Frames	3	RFS	APXVAARR24_43-U-N-NA20 (Octo)	95.9x24x8.5	143.3	60, 200, 285
Panel	122	122	Sector Frames	3	Ericsson	AIR6449 B41	33.1x20.6x8.6	104	60, 200, 285
RRU	122	122	Sector Frames	3	Ericsson	Radio 4460 B25	19.6x15.7x12.1	109	N/A
RRU	122	122	Sector Frames	3	Ericsson	Radio 4449 B71+B85	13.19x14.95x9.25	74	N/A
MW	122	122	Sector Frames	1	Commscope	VHLP3-11W/A	39.3x32x15.2	37.5	285
ODU	122	122	Sector Frames	1	Ceragon	Fiber Air IP 20A	12.56x11.26x4.21	26.5	N/A
MW	122	122	Sector Frames	1	Commscope	VHLP3-11W/A	39.3x32x15.2	37.5	172.19
ODU	122	122	Sector Frames	1	Ceragon	Fiber Air IP 20A	12.56x11.26x4.21	26.5	N/A

PROPOSED LINES Applicant's Proposed Lines and Specifications				
Line Type	**Line Size (Inches)**	**Total # of Lines**	**Coax interior or exterior (for monopoles)**	**Comments:**
Coax	1/2	5	Water Tank	1/2 Coax Lines - Adding one (1) new line
RET Home Run Cable				
Fiber	1 5/8"	3	Water Tank	6x24 4 AWG
DC Power				

PROPOSED FINAL CONFIGURATION TOTALS	
EQUIPMENT TYPE	TOTAL
Panel Antennas	9
Omni/Whip Antennas	
RRU	6
TMA	
Diplexer / Triplexer	
Bias T	
Surge Suppressor	
MW Dish	2
Ice Shield	
ODU	2
Filter	
Combiner	
Junction Box	
RET	
Equipment Cabinets	
Other (Please specify)	
Other (Please specify)	
Other (Please specify)	
Other (Please specify)	
Other (Please specify)	

PROPOSED FINAL CONFIGURATION TOTALS	
LINE TYPE	TOTAL
Coax	5
Hybrid	3
CAT5	
DC/Power	
RET	
Fiber	

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.

GROUND / INTERIOR SPACE REQUIREMENTS						
Total Ground / Interior Area Dimensions: **L' x W' = Total Square Feet Required**	12 X 20	(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)	X	Cabinet Installation Type	Ground Pad			
Shelter Pad Dimensions	X	Shelter Manufacturer				
Rooftop Antenna Total Area Required	X	Antenna Sled Dimensions (per sector)	X	Antenna Wall Mount Dimensions (per sector)	X	

EQUIPMENT CABINET REQUIREMENTS (Required for rooftops or Charles Town interior space)					
Number of Cabinets Required	2	Cabinet Dimensions (L' x W' x H')	63x26x26	Manufacturer:	Ericsson
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?:		Generator Fuel Type		Generator Size	
Generator Pad Dimensions		Generator Manufacturer			
Generator Fuel Tank Pad Dimensions		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

EXHIBIT B-4

TENANT CONSTRUCTION DRAWINGS
(6 Pages)

[See Attached Construction Drawings]

T-MOBILE NORTHEAST LLC

SITE NUMBER: 7HCH506A
SITE NAME: CHARLES TOWN SOUTH

475 KEYES FERRY ROAD
CHARLES TOWN, WV 25414

PROJECT: MICROWAVE ADD

T-MOBILE NORTHEAST LLC
12050 BALTIMORE AVENUE
BELTSVILLE, MD 20705
PHONE: (240) 264-8600

entrex communication services, inc.
6100 EXECUTIVE BLVD, SUITE 430
ROCKVILLE, MD 20852
PHONE: (202) 408-0960

smartlink
1362 MELLON RD, STE 140
HANOVER, MD 21076
PHONE: (410) 582-8043
FAX: (410) 221-2962

7HCH506A
CHARLES TOWN SOUTH
475 KEYES FERRY ROAD
CHARLES TOWN, WV 25414

SEAL:



SITE INFORMATION

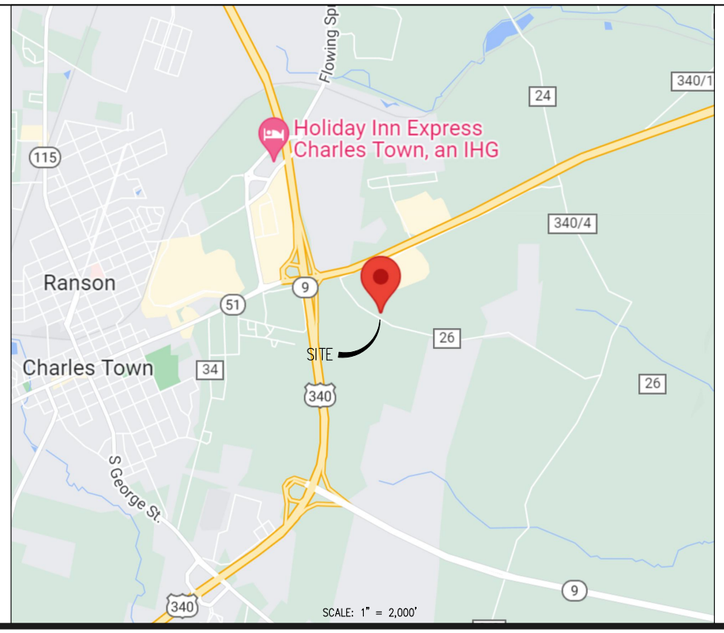
SCOPE OF WORK:

1. INSTALL NEW MW ANTENNA ON NEW SUPPORT PIPE AT ELEVATION 122' ON EXISTING WATER TOWER
2. INSTALL MW RADIO BEHIND MW ANTENNA
3. INSTALL (2) POWER & (2) FIBER CABLES FROM EXISTING EQUIPMENT CABINET TO NEW ANTENNA ON EXISTING CABLE SUPPORTS

JURISDICTION:	JEFFERSON COUNTY
PARCEL ID:	19020009000800060000
DEED BOOK/PAGE:	597 / 551
PARCEL AREA:	0.91728 ACRES
PARCEL OWNER:	CITY OF CHARLES TOWN
ADDRESS:	101 EAST WASHINGTON STREET CHARLES TOWN, WV 25414
GROUND ELEVATION:	485.7± FT (A.M.S.L.)
LATITUDE:	N 39.29296700°
LONGITUDE:	W 77.83256700°

NOTE TO GENERAL CONTRACTOR
NO WORK IS TO BE PERFORMED ON THIS SITE WITHOUT REVIEW OF THE APPROVED STRUCTURAL ANALYSIS. IF ANY DISCREPANCIES ARE FOUND THE GENERAL CONTRACTOR SHALL NOTIFY ENGINEER IN WRITING. AT NO TIME WILL ANY ADDITIONAL ANTENNAS BE INSTALLED WITHOUT WRITTEN CONSENT FROM TOWER ENGINEER.

VICINITY MAP



SHEET INDEX

T-1	TITLE SHEET
N-1	GENERAL NOTES
C-1	SITE PLAN
A-1	EQUIPMENT LOCATION PLAN AND WATER TANK ELEVATION
S-1	MICROWAVE ANTENNA PLAN & DETAILS - 1
S-2	MICROWAVE ANTENNA PLAN & DETAILS - 2

DIRECTIONS TO SITE

1. HEAD SOUTHEAST TOWARD US-1 N, TURN LEFT ONTO US-1 N
2. USE THE LEFT 2 LANES TO TURN LEFT ONTO THE MD-200 W RAMP TO I-95/I-270
3. CONTINUE ONTO MD-200 W, CONTINUE ONTO I-370 W, TAKE THE EXIT ONTO I-270 N TOWARD FREDERICK
4. USE THE LEFT 2 LANES TO STAY ON I-270 N TOWARD FREDERICK, USE THE RIGHT 2 LANES TO TAKE EXIT 32 TO MERGE ONTO I-70 W TOWARD HAGERSTOWN
5. TAKE EXIT 52 TO MERGE ONTO US-15 S/US-340 W TOWARD CHARLES TOWN/LEESBURG
6. TURN LEFT ONTO KEYES FERRY RD, TURN RIGHT TO STAY ON KEYES FERRY RD
7. TURN LEFT TO STAY ON KEYES FERRY RD, DESTINATION WILL BE ON THE LEFT

SUBMITTALS

DATE	DESCRIPTION	REV.
07-07-2022	CONSTRUCTION REVIEW	A
08-15-2022	CONSTRUCTION	0

PROJECT TEAM

APPLICANT:	T-MOBILE 12050 BALTIMORE AVE. BELTSVILLE, MD 20705 PHONE: (301) 264-8600
ARCHITECT/ENGINEER:	ENTREX COMMUNICATION SERVICES, INC. 6100 EXECUTIVE BLVD, SUITE 430 ROCKVILLE, MD 20852 CAMILLE SHABSHAB (202) 408-0960
PROJECT MANAGEMENT:	SMARTLINK LLC 1362 MELLON RD, SUITE 140 HANOVER, MD 21076 PHONE: (410) 582-8043

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.

- 2018 VIRGINIA UNIFORM STATEWIDE BUILDING CODE
- 2018 INTERNATIONAL BUILDING CODE WITH VA STATE AMENDMENTS
- 2018 INTERNATIOANL EXISTING BUILDING CODE
- 2014 NATIONAL ELECTRICAL CODE
- 2015 NFPA 101, LIFE SAFETY CODE
- 2014 AMERICAN CONCRETE INSTITUTE ACI318
- AMERICAN INSTITUTE OF STEEL CONSTRUCTION AISC360
- MANUAL OF STEEL CONSTRUCTION 13TH EDITION
- ASCE 7
- DESIGN GROUND SNOW LOAD = 30 PSF
- ANSI/TIA-222-H
- PROPOSED CONSTRUCTION TYPE: 2C
- PROPOSED USE GROUP: U

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

APPROVAL BLOCK

	DATE	APPROVED	APPROVED AS NOTED	REVISE & RESUBMIT
OWNER REPRESENTATIVE	8/15/2022	X		
SITE AQUISITION				
CONSTRUCTION MANAGER				
ZONING				
RF ENGINEER				

PROJECT NO:	1153.967
DESIGNER:	T.K.
ENGINEER:	C.S.

THESE DRAWINGS ARE FORMATTED TO BE FULL-SIZE AT 22"X34"
0 1/2 1
GRAPHIC SCALE IN INCHES

TITLE:
TITLE SHEET

SHEET NUMBER:
T-1

STRUCTURAL NOTES

1. THE STRUCTURAL STEEL CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ANCHOR BOLT LOCATIONS, ELEVATIONS OF TOP OF CONCRETE AND BEARING PLATES, ALIGNMENT ETC. PRIOR OF STEEL ERECTION.

2. THE LATEST EDITION OF THE FOLLOWING SPECIFICATIONS SHALL GOVERN:
   A. AISC– "ALLOWABLE STRESS DESIGN SPECIFICATION FOR STRUCTURAL STEEL BUILDINGS".
   B. AISC– "CODE OF STANDARD PRACTICE FOR STEEL BUILDINGS AND BRIDGES".
   C. AWS– "D1.1 STRUCTURAL WELDING CODE–STEEL".

3. MATERIAL, UNLESS OTHERWISE NOTED, SHALL CONFORM TO THE FOLLOWING ASTM SPECIFICATIONS

STRUCTURAL WIDE FLANGE & M SHAPES	A992 OR A572, FY = 50KSI
OTHER STRUCTURAL SHAPES AND PLATES	A36, F = 36KSI
STRUCTURAL HSS RECT & SQUARE TUBING	A500, GRADE C, FY = 50 KSI
STRUCTURAL HSS ROUND TUBING	A500, GRADE C, FY = 46 KSI
HIGH STRENGTH BOLTS	A325
THREADED RODS	A354, GRADE BC
ANCHOR BOLTS	A325 OR A354 BC

4. ALL WELDING SHALL BE IN ACCORDANCE WITH AWS D1.1 USING E70XX ELECTRODES. UNLESS OTHERWISE NOTED PROVIDE CONTINUOUS MINIMUM SIZED FILLET WELDS PER AISC REQUIREMENTS.

5. HOLES IN STEEL SHALL BE DRILLED OR PUNCHED. ALL SLOTTED HOLES SHALL BE PROVIDED WITH SMOOTH EDGES. BURNING OF HOLES AND TORCH CUTTING AT THE SITE IN NOT PERMITTED. ALL HOLES IN BEARING PLATES SHALL BE DRILLED.

6. ALL STEEL TO BE HOT–DIPPED GALVANIZED AFTER FABRICATION PER ASTM A123.

7. EPOXY ANCHORS TO BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS.

8. ALL BOLTS SHALL BE TIGHTENED USING TURN–OF–THE–NUT METHOD PER AISC SPECIFICATIONS USING STANDARD HOLES.

9. THE INFORMATION SHOWN ON THESE DRAWINGS WAS OBTAINED BY FIELD MEASUREMENT. THE GENERAL CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS AND NOTIFY THE ENGINEER OF ANY DISCREPANCIES PRIOR TO ORDERING MATERIALS OR PROCEEDING WITH CONSTRUCTION.

10. THE GENERAL CONTRACTOR AND HIS SUB CONSULTANTS SHALL BE RESPONSIBLE FOR OBTAINING ALL BUILDING AND OR TRADE PERMITS AND INSPECTIONS THAT MAY BE REQUIRED FOR THE WORK.

11. STRUCTURAL THREADED FASTENERS FOR STEEL ANTENNA MOUNTING ASSEMBLIES SHALL CONFORM TO ASTM A307 OR ASTM A36. STRUCTURAL FASTENERS FOR STRUCTURAL STEEL FRAMING SHALL CONFORM TO ASTM A325. STRUCTURAL FASTENERS SHALL BE 5/8" DIAMETER BEARING TYPE CONNECTIONS WITH THE THREADS EXCLUDED FROM THE SHEAR PLANE FOR ANGLES. STRUCTURAL FASTENERS SHALL BE 3/4" DIAMETER BEARING TYPE CONNECTIONS WITH THE THREADS EXCLUDED FROM THE SHEAR PLANE FOR ALL OTHER STRUCTURAL SHAPES. ALL EXPOSED STRUCTURAL FASTENERS, NUTS AND WASHERS SHALL BE HOT DIP GALVANIZED UNLESS OTHERWISE NOTED.

12. EXPANSION ANCHORS INSTALLED IN CONCRETE SHALL BE HILTI STAINLESS STEEL ANCHORS AS SPECIFIED ON THE PLANS. THE EXPANSIONS ANCHORS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURERS DIRECTIONS.

13. NORTH ARROW SHOWN ON PLANS REFERS TO TRUE NORTH. CONTRACTOR SHALL SHALL VERIFY NORTH AND INFORM ARCHITECT/ENGINEER OF ANY DISCREPANCY BEFORE STARTING CONSTRUCTION.

14. ROOF PROTECTION PADS UNDER THE CABLE BRIDGE SLEEPERS AND ROOF PAVERS SHALL BE 0.30" THICK RUBBER FIRESTONE PROTECTION PADS. THE ROOF PROTECTION PADS SHALL EXTEND A MINIMUM OF 2" BEYOND THE PERIMETER OF THE OF THE SLEEPERS. PROVIDE A 28 LB FELT SEPARATOR SHEET 2" LARGER THAN THE ROOF PROTECTION PAD DIRECTLY ON THE ROOF. REMOVE ALL LOOSE STONES PRIOR TO PLACING THE SEPARATOR SHEET. ROOF PROTECTION PADS SHALL NOT BE PLACED WITH IN 6" OF AN ADJACENT PAD OR OTHER ROOF OBSTRUCTION TO FACILITATE DRAINAGE.

15. THE CONTRACTOR SHALL COORDINATE ALL WORK WITH THE BUILDING OWNER'S ROOF CONTRACTOR WHO WILL COMPLETE ALL WORK ASSOCIATED WITH THE ROOF. THE CONTRACTOR SHALL OBTAIN WRITTEN APPROVAL FROM THE BUILDING OWNER'S ROOF CONTRACTOR BEFORE INSTALLATION OF ANY ROOF MOUNTED EQUIPMENT.

16. ALL CAST IN PLACE CONCRETE SHALL BE MIXED AND PLACED IN ACCORDANCE WITH THE REQUIREMENTS OF ACI 318 AND ACI 301, AND SHALL HAVE A 28 DAY MINIMUM COMPRESSIVE STRENGTH OF 4,500 psi (U.O.N). CONCRETE SHALL BE PLACED AGAINST UNDISTURBED SOIL, UNLESS OTHERWISE NOTED. MINIMUM CONCRETE COVER FOR REINFORCING STEEL SHALL BE 3 INCHES UNLESS OTHERWISE NOTED.

17. CONCRETE SHALL BE 6% AIR ENTRAINED.

18. ALL REINFORCING STEEL SHALL CONFORM TO ASTM 615 GRADE 60. DEFORMED BILLET STEEL BARS. WELDED WIRE FABRIC SHALL CONFORM TO ASTM A185.

19. FENCED AREA SHALL BE CLEARED AND GRUBBED. REMOVE UNSUITABLE LOOSE OR SOFT SOIL, ORGANIC MATERIAL OR RUBBLE, TO FIRM SUBGRADE. FILL UNDER CUT AND COMPACT UP TO 6" BELOW FINISH GRADE. PLACE A MIRAFI 500X SOIL STABILIZATION FABRIC ON SUBGRADE. FILL WITH 6" OF AASHTO 57 STONE TO FINISH GRADE.

20. WHERE FILL IS REQUIRED, FILL IN LAYERS WHICH DO NOT EXCEED 8" BEFORE COMPACTION. SPREAD LAYER UNIFORMLY AND EVENLY. BLADE MIX EACH LAYER TO ENSURE MATERIAL UNIFORMITY. FILL MATERIAL SHALL NOT CONTAIN MATERIAL MORE THAN 3" IN DIAMETER. COMPACT EACH LAYER NOT LESS THAN 95% OF MAXIMUM DRY DENSITY AS DETERMINED BY ASTM D1557 MODIFIED PROCTOR TEST OR (ASTM D698 STANDARD PROCTOR TEST). USE FILL MATERIAL WITH MOISTURE CONTENT AS REQUIRED TO ATTAIN THE SPECIFIED DEGREE OF COMPACTION. COMPACT USING MULTIPLE WHEEL PNEUMATIC TIRE ROLLED, VIBRATORY ROLLER, OR SHEEPS FOOT ROLLERS.

21. PRESUMPTIVE SOIL BEARING CAPACITY = 1,500 PSF.

GENERAL NOTES

1. THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE CODES ORDINANCES, LAWS AND REGULATIONS OF ALL MUNICIPALITIES, UTILITIES COMPANY OR OTHER PUBLIC AUTHORITIES.

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS AND INSPECTIONS THAT MAY BE REQUIRED BY ANY FEDERAL, STATE, COUNTY OR MUNICIPAL AUTHORITIES.

3. THE CONTRACTOR SHALL NOTIFY THE CONSTRUCTION MANAGER, IN WRITING, OF ANY CONFLICTS, ERRORS OR OMISSIONS PRIOR TO THE SUBMISSION OF BIDS OR PERFORMANCE OF WORK. MINOR OMISSIONS OR ERRORS IN THE BID DOCUMENTS SHALL NOT RELIEVE THE CONTRACTOR FROM RESPONSIBILITY FOR THE OVERALL INTENT OF THESE DRAWINGS.

4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING SITE IMPROVEMENTS PRIOR TO COMMENCING CONSTRUCTION. THE CONTRACTOR SHALL REPAIR ANY DAMAGE CAUSED AS A RESULT OF CONSTRUCTION OF THIS FACILITY.

5. THE SCOPE OF WORK FOR THIS PROJECT SHALL INCLUDE PROVIDING ALL MATERIALS, EQUIPMENT AND LABOR REQUIRED TO COMPLETE THIS PROJECT. ALL EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.

6. THE CONTRACTOR SHALL VISIT THE PROJECT SITE PRIOR TO SUBMITTING A BID TO VERIFY THAT THE PROJECT CAN BE CONSTRUCTED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.

7. CONTRACTOR SHALL VERIFY ANTENNA ELEVATION AND AZIMUTH WITH RF ENGINEERING PRIOR TO INSTALLATION.

8. TRANSMITTER EQUIPMENT AND ANTENNAS ARE DESIGNED TO MEET ANSI/EIA/TIA 222–G REQUIREMENTS.

9. ALL STRUCTURAL ELEMENTS SHALL BE HOT DIPPED GALVANIZED STEEL.

10. CONTRACTOR SHALL MAKE A UTILITY "ONE CALL" TO LOCATE ALL UTILITIES PRIOR TO EXCAVATING.

11. IF ANY UNDERGROUND UTILITIES OR STRUCTURES EXIST BENEATH THE PROJECT AREA, CONTRACTOR MUST LOCATE IT AND CONTACT THE APPLICANT & THE OWNER'S REPRESENTATIVE.

12. OCCUPANCY IS LIMITED TO PERIODIC MAINTENANCE AND INSPECTION BY TECHNICIANS APPROXIMATELY 2 TIMES PER MONTH.

13. PROPERTY LINE INFORMATION WAS PREPARED USING DEEDS, TAX MAPS, AND PLANS OF RECORD AND SHOULD NOT BE CONSTRUED AS AN ACCURATE BOUNDARY SURVEY.

14. THIS PLAN IS SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

15. THE PROPOSED FACILITY WILL CAUSE ONLY A "DE MINIMIS" INCREASE IN STORMWATER RUNOFF. THEREFORE, NO DRAINAGE STRUCTURES ARE PROPOSED.

16. NO SIGNIFICANT NOISE, SMOKE, DUST OR ODOR WILL RESULT FROM THIS FACILITY.

17. THE FACILITY IS UNMANNED AND NOT INTENDED FOR HUMAN HABITATION (NO HANDICAP ACCESS REQUIRED).

18. THE FACILITY IS UNMANNED AND DOES NOT REQUIRE POTABLE WATER OR SANITARY SERVICE.

19. POWER TO THE FACILITY WILL BE MONITORED BY A SEPARATE METER UNLESS OTHERWISE NOTED IN THIS DRAWING SET.

20. NO WELDING IS PERMITTED, AND NO PUNCHING OR DRILLING OF HOLES ON TANK STEEL.

21. ANY PAINT PATCHING WILL BE PERFORMED WITH PRODUCTS SPECIFIED BY OWNER

22. ALL EXISTING AND TO BE ADDED CABLING IS TO BE ELEVATED 6" OFF OF PAINTED SURFACES. THIS PROVISION WAS ALSO SPECIFIED IN THE PREVIOUS 3RD AMENDMENT THAT HAS NOT YET BEEN IMPLEMENTED, BUT SHOULD BE STARTED IN THE NEAR TERM.

GROUNDING NOTES

1. GROUNDING SHALL COMPLY WITH ARTICLE 250 OF THE NATIONAL ELECTRICAL CODE.

2. ALL GROUNDING DEVICES SHALL BE U.L. APPROVED OR LISTED FOR THEIR INTENDED USE.

3. ALL WIRES SHALL BE AWG THHN/THWN COPPER UNLESS NOTED OTHERWISE.

4. GROUNDING CONNECTIONS TO GROUND RODS, GROUND RING WIRE, TOWER BASE AND FENCE POSTS SHALL BE EXOTHERMIC ("CADWELDS") UNLESS NOTES OTHERWISE. CLEAN SURFACES TO SHINY METAL. WHERE GROUND WIRES ARE CADWELDED TO GALVANIZED SURFACE, SPRAY CADWELD WITH GALVANIZING PAINT.

5. GROUNDING CONNECTIONS TO GROUND BARS ARE TO BE TWO HOLE BRASS MECHANICAL CONNECTORS WITH STAINLESS STEEL HARDWARE (INCLUDING SCREW SET) CLEAN GROUND BAR TO SHINY METAL. AFTER MECHANICAL CONNECTION, TREAT WITH PROTECTIVE ANTIOXIDANT COATING.

6. GROUND COAXIAL CABLE SHIELDS AT BOTH ENDS WITH MANUFACTURER'S GROUNDING KITS.

7. ROUTE GROUNDING CONDUCTORS THE SHORTEST AND STRAIGHTEST PATH POSSIBLE. BEND GROUNDING LEADS WITH A MINIMUM 12" RADIUS.

8. INSTALL 2 AWG GREEN–INSULATED STRANDED WIRE FOR ABOVE GRADE GROUNDING AND 2 BARE TINNED COPPER WIRE FOR BELOW GRADE GROUNDING UNLESS OTHERWISE NOTED.

9. REFER TO GROUNDING PLAN FOR GROUND BAR LOCATIONS. GROUNDING CONNECTIONS SHALL BE EXOTHERMIC TYPE ("CADWELDS") TO ANTENNA MOUNTS AND GROUND RING. REMAINING GROUNDING CONNECTIONS SHALL BE COMPRESSION FITTINGS. CONNECTION TO GROUND BARS SHALL BE MADE WITH TWO–HOLE LUGS.

10. THE GROUND ELECTRODE SYSTEM SHALL CONSIST OF DRIVEN GROUND RODS POSITION ACCRUING TO GROUNDING PLAN. THE GROUND RODS SHALL BE 5/8"x8'–0" COPPER CLAD STEEL INTERCONNECTED WITH 2 BARE TINNED COPPER WIRE BURIED 30" BELOW GRADE. BURY GROUND RODS A MAXIMUM OF 15' APART, AND A MINIMUM OF 8' APART.

11. IF ROCK IS ENCOUNTERED GROUND RODS SHALL BE PLACED AT AN OBLIQUE ANGLE NOT TO EXCEED 45'.

12. EXOTHERMIC WELDS SHALL BE MADE IN ACCORDANCE WITH ERICO PRODUCTS BULLETIN A–AT.

13. CONSTRUCTION OF GROUND RING AND CONNECTIONS TO EXISTING GROUND RING SYSTEM SHALL BE DOCUMENTED WITH PHOTOGRAPHS PRIOR TO BACKFILLING SITE. PROVIDE PHOTOS TO THE T–MOBILE CONSTRUCTION MANAGER.

14. GROUND RING & CONNECTIONS TO IT SHALL BE 2 AWG SOLID BARE TINNED COPPER WIRE. EQUIPMENT GROUND CONNECTIONS TO MGB SHALL BE 2 AWG STRANDED TO WIRE.

15. PRIOR TO INSTALLING LUGS ON GROUND WIRES, APPLY THOMAS & BETTS KOPR–SHIELD (TM OF JET LUBE INC.). PRIOR TO BOLTING GROUND WIRE LUGS TO GROUND BARS, APPLY KOPR–SHIELD OR EQUAL.

16. ENGAGE AN INDEPENDENT ELECTRICAL TESTING FIRM TO TEST AND VERIFY THAT IMPEDANCE DOES NOT EXCEED FIVE OHMS TO GROUND BY MEANS OF "FALL OF POTENTIAL TEST". TEST SHALL BE WITNESSED BY A T–MOBILE REPRESENTATIVE, AND RECORDED ON THE "GROUND RESISTANCE TEST" FORM.

17. WHERE BARE COPPER GROUND WIRES ARE ROUTED FROM ANY CONNECTION ABOVE GRADE TO GROUND RING, INSTALL WIRE IN 3/4" PVC SLEEVE, FROM 1' BELOW GRADE AND SEAL TOP WITH SILICON MATERIAL.

18. PREPARE ALL BONDING SURFACES FOR GROUNDING CONNECTIONS BY REMOVING ALL PAINT AND CORROSION DOWN TO SHINY METAL. FOLLOWING CONNECTIONS, APPLY APPROPRIATE ANTI–OXIDIZATION PAINT.

19. ANY SITE WHERE THE EQUIPMENT (BTS, CABLE BRIDGE, PPC, GENERATOR, ETC.) IS LOCATED WITHIN 6 FEET OF METAL FENCING, THE GROUND RING SHALL BE BONDED TO THE NEAREST FENCE POST USING (3) RUNS OF 2 BARE TINNED COPPER WIRE.

20. TOWER BASE BUSS BAR REQUIRES (2) SOLID LEADS CADWELD TO THE BUSS BAR.

21. MAIN EQUIPMENT BUSS BAR REQUIRES (2) SOLID LEADS CADWELD TO IT AND TO THE GROUND RING.

22. ALL SOLID LEADS TERMINATED TO EITHER A BUSS BAR OR EQUIPMENT SHALL BE PROTECTED WITH CARFLEX.

23. ALL SOLID GROUND LEADS NOT BEING USED SHALL BE COILED UP (PIGTAILS) FOR FUTURE USE AS NEEDED.

ELECTRICAL NOTES

1. SUBMITTAL OF BID INDICATES THAT THE CONTRACTOR IS COGNIZANT OF ALL JOB SITE CONDITIONS AND WORK TO BE PERFORMED UNDER THIS CONTRACT.

2. CONTRACTOR SHALL PERFORM ALL VERIFICATIONS, OBSERVATION TESTS, AND EXAMINATION WORK PRIOR TO ORDERING OF ANY EQUIPMENT AND THE ACTUAL CONSTRUCTION. CONTRACTOR SHALL ISSUE A WRITTEN NOTICE OF ALL FINDINGS TO THE PROJECT MANAGER LISTING ALL MALFUNCTIONS, FAULTY EQUIPMENT AND DISCREPANCIES.

3. VERIFY HEIGHT WITH PROJECT MANAGER PRIOR TO INSTALLATION.

4. THESE PLANS ARE DIAGRAMMATIC ONLY, FOLLOW AS CLOSELY AS POSSIBLE.

5. CONTRACTOR SHALL COORDINATE ALL WORK BETWEEN TRADES AND ALL OTHER SCHEDULING AND PROVISIONALLY CIRCUMSTANCES SURROUNDING THE PROJECT.

6. CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIALS, INSURANCE, EQUIPMENT INSTALLATION CONSTRUCTION TOOLS, TRANSPORTATION ETC., FOR COMPLETE AND FUNCTIONALLY OPERATING SYSTEMS ENERGIZED AND READY FOR USE THROUGHOUT AS INDICATED ON DRAWINGS, AS SPECIFIED HEREIN AND/OR AS OTHERWISE REQUIRED.

7. ALL MATERIAL AND EQUIPMENT SHALL BE NEW AND IN PERFECT CONDITION WHEN INSTALLED AND SHALL BE OF THE BEST GRADE AND OF THE SAME MANUFACTURER THROUGHOUT FOR EACH CLASS OR GROUP OF EQUIPMENT. ELECTRICAL MATERIALS SHALL BE LISTED AND APPROVED BY UNDERWRITER'S LABORATORIES AND SHALL BEAR THE INSPECTION LABEL "J" WHERE SUBJECT TO SUCH APPROVAL. MATERIALS SHALL MEET WITH APPROVAL OF ALL GOVERNING BODIES HAVING JURISDICTION OVER THE CONSTRUCTION. MATERIALS SHALL BE MANUFACTURED IN ACCORDANCE WITH ALL CURRENT APPLICABLE STANDARDS ESTABLISHED BY ANSI, NEMA AND NBFU. ALL MATERIALS AND EQUIPMENT SHALL BE APPROVED FOR THEIR INTENDED USE AND LOCATION.

8. ALL WORK SHALL COMPLY WITH ALL APPLICABLE GOVERNING STATE, COUNTY AND CITY CODES AND OSHA, NFPA, NEC & ASHRAE REQUIREMENTS.

9. ENTIRE JOB SHALL BE GUARANTEED FOR A PERIOD OF ONE (1) YEAR AFTER THE DATE OF JOB ACCEPTANCE. ALL WORK, MATERIAL AND EQUIPMENT FOUND TO BE FAULTY DURING THAT PERIOD SHALL BE CORRECTED AT ONCE, UPON WRITTEN NOTIFICATION, AT THE EXPENSE OF THE CONTRACTOR.

10. PROPERLY SEAL ALL PENETRATIONS. PROVIDE UL LISTED FIRE–STOPS WHERE PENETRATIONS ARE MADE THROUGH FIRE–RATED ASSEMBLIES. WATER–TIGHT USING SILICONE SEALANT.

11. LOCATE ALL PENETRATIONS SUCH THAT ALL REINFORCEMENT CONTAINED WITHIN THE EXISTING BUILDING CONSTRUCTION REMAINS INTACT AND UNDISTURBED. SUBMIT LOCATING METHOD TO PROJECT MANAGER FOR APPROVAL PRIOR TO EXECUTION.

12. DELIVER ALL BROCHURES, OPERATING MANUALS, CATALOGS AND SHOP DRAWINGS TO THE PROJECT MANAGER AT JOB COMPLETION. PROVIDE MAINTENANCE MANUALS FOR MECHANICAL EQUIPMENT. AFFIX MAINTENANCE LABELS TO MECHANICAL EQUIPMENT.

13. ALL CONDUCTORS SHALL BE COPPER. MINIMUM CONDUCTOR SIZE SHALL BE 12 AWG., UNLESS OTHERWISE NOTED. CONDUCTORS SHALL BE TYPE THHW, RATED IN ACCORDANCE WITH NEC 110–14(C).

14. ALL CIRCUIT BREAKERS, FUSES AND ELECTRICAL EQUIPMENT SHALL HAVE AN INTERRUPTING RATING NOT LESS THE MAXIMUM INTERRUPTING CURRENT TO WHICH THEY MAY BE SUBJECTED.

15. THE ENTIRE ELECTRICAL INSTALLATION SHALL BE GROUNDED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE; ARTICLES 250 & 810 AND THE UTILITY COMPANY STANDARDS.

16. CONDUIT: ALL ABOVE GRADE CONDUITS SHALL BE RIGID & LFMC TO 6' AS STATED BELOW

   A. RIGID CONDUIT SHALL BE U.L. LABEL GALVANIZED ZINC COATED WITH ZINC INTERIOR AND SHALL BE USED WHEN INSTALLED IN OR UNDER CONCRETE SLABS, IN CONTACT WITH THE EARTH, UNDER PUBLIC ROADWAYS, IN MASONRY WALLS OR EXPOSED ON BUILDING EXTERIOR. RIGID CONDUIT IN CONTACT WITH EARTH SHALL BE 1/2 LAPPED WRAPPED WITH HUNTS WRAP PROCESS NO. 3.

   B. ELECTRICAL METALLIC TUBING SHALL HAVE U.L. LABEL, FITTINGS SHALL BE GLAND RING COMPRESSION TYPE. EMT SHALL BE USED ONLY FOR INTERIOR RUNS.

   C. LIQUID–TIGHT FLEXIBLE METAL CONDUIT SHALL BE U.L. LISTED AND SHALL BE USED AT FINAL CONNECTIONS TO MECHANICAL EQUIPMENT & RECTIFIERS AND WHERE PERMITTED BY CODE. ALL CONDUIT IN EXCESS OF SIX FEET IN LENGTH SHALL CONTAIN A FULL–SIZE GROUND CONDUCTOR.

   D. CONDUIT RUNS SHALL BE SURFACE MOUNTED ON CEILINGS OR WALLS UNLESS NOTED OTHERWISE. ALL CONDUIT SHALL RUN PARALLEL OR PERPENDICULAR TO WALLS, FLOOR, CEILING, OR BEAMS. VERIFY EXACT ROUTING OF ALL EXPOSED CONDUIT WITH THE PROJECT MANAGER PRIOR TO INSTALLING.

   E. PVC CONDUIT MAY BE PROVIDED ONLY WHERE SHOWN, OR IN UNDERGROUND INSTALLATIONS. PROVIDE UV–RESISTANT CONDUIT WHERE EXPOSED TO THE ATMOSPHERE. PROVIDE GROUND CONDUCTOR IN ALL PVC RUNS; EXCEPT WHERE PERMITTED BY CODE TO OMIT.

17. ALL ELECTRICAL EQUIPMENT SHALL BE LABELED WITH PERMANENT ENGRAVED PHENOLIC PLASTIC NAMEPLATES. PPC, METER, DISCONNECT, RAC353, PBC05, AND HF JUNCTION BOX. BACKGROUND SHALL BE BLACK WITH WHITE LETTERS; EXCEPT AS REQUIRED BY CODE TO FOLLOW A DIFFERENT SCHEME.

18. UPON COMPLETION OF WORK, CONDUCT CONTINUITY, SHORT CIRCUIT, AND FALL OF POTENTIAL GROUNDING TESTS FOR APPROVAL. SUBMIT TEST REPORTS TO T–MOBILE PROJECT MANAGER. GROUNDING SYSTEM RESISTANCE SHALL NOT EXCEED 5 OHMS. IF THE RESISTANCE VALUE IS EXCEEDED, NOTIFY THE T–MOBILE PROJECT MANAGER FOR FURTHER INSTRUCTION ON METHODS FOR REDUCING THE RESISTANCE VALUE.

19. CLEAN PREMISES OF ALL DEBRIS RESULTING FROM WORK AND LEAVE WORK IN A COMPLETE AND UNDAMAGED CONDITION. LEGALLY DISPOSE OF ALL REMOVED, UNUSED AND EXCESS MATERIAL GENERATED BY THE WORK OF THIS CONTRACT. DELIVER ITEMS INDICATED ON THE DRAWINGS TO THE OWNER IN GOOD CONDITION. OBTAIN SIGNED RECEIPT UPON DELIVERY.

20. COORDINATE WITH UTILITY COMPANY FOR CONNECTION OF TEMPORARY AND PERMANENT POWER TO THE SITE. THE TEMPORARY POWER AND ALL HOOKUP COSTS SHALL BE PAID BY THE CONTRACTOR.

21. VERIFY ALL EXISTING CIRCUITRY PRIOR TO REMOVAL AND NEW WORK. MAINTAIN POWER TO ALL OTHER AREAS & CIRCUITS NOT SCHEDULED FOR REMOVAL.

22. RED LINED AS–BUILT PLANS SHALL BE PROVIDED TO THE T–MOBILE CONSTRUCTION MANAGER.

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SEAL:

JONATHAN A. BIVENS
REGISTERED
016257
STATE OF WEST VIRGINIA
PROFESSIONAL ENGINEER

SUBMITTALS

DATE	DESCRIPTION	REV.
07–07–2022	CONSTRUCTION REVIEW	A
08–15–2022	CONSTRUCTION	0

PROJECT NO:	1153.967
DESIGNER:	T.K.
ENGINEER:	C.S.

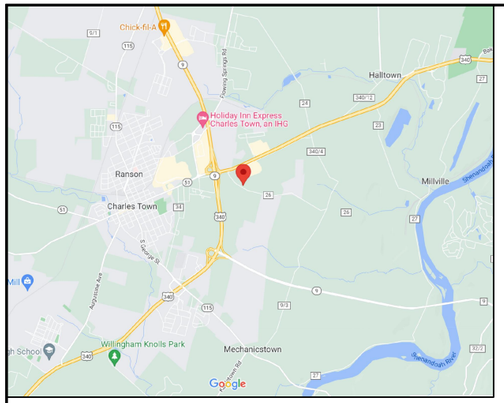
THESE DRAWINGS ARE FORMATTED TO BE FULL–SIZE AT 22"X34"
0 1/2 1
GRAPHIC SCALE IN INCHES

TITLE:

GENERAL NOTES

SHEET NUMBER:

N-1



VICINITY MAP
SCALE: 1"= 1 MILE

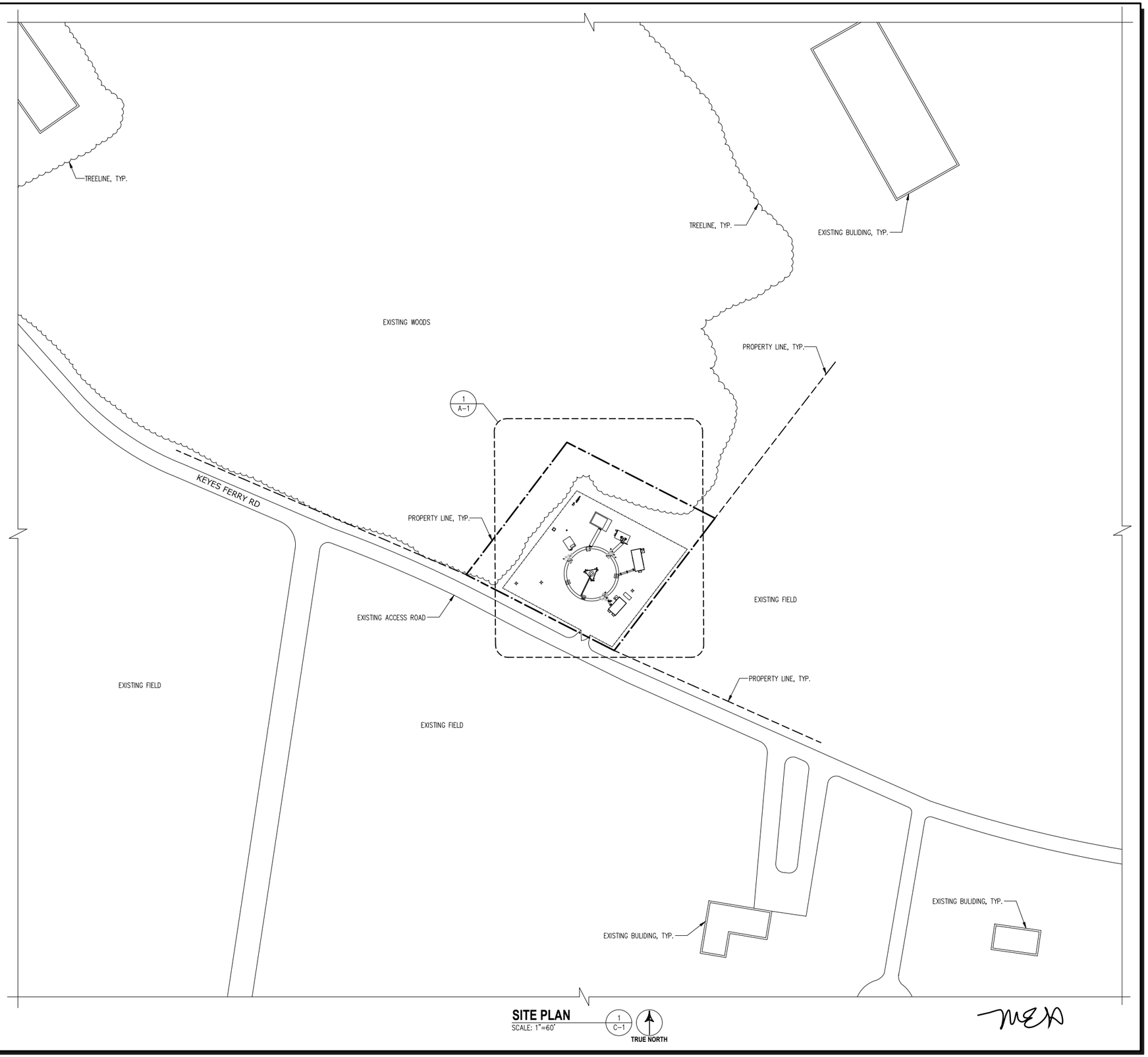
TRUE NORTH

SITE INFORMATION

JURISDICTION:	JEFFERSON COUNTY
PARCEL ID:	19020009000800060000
DEED BOOK/PAGE:	597 / 551
PARCEL AREA:	0.91728 ACRES
PARCEL OWNER:	CITY OF CHARLES TOWN
ADDRESS:	101 EAST WASHINGTON STREET CHARLES TOWN, WV 25414
GROUND ELEVATION:	485.7± FT (A.M.S.L.)
LATITUDE:	N 39.29296700°
LONGITUDE:	W 77.83256700°

LINE TYPES

- BOUNDARY LINE – PARENT PARCEL
- UNSURVEYED LINE – BOUNDARY OF ADJOINERS
- CENTER LINE
- CONSERVATION EASEMENT
- BUILDING SET BACK
- EDGE OF ASPHALT
- OVERHEAD UTILITY LINE — OHUL — OHUL — OHUL — OHUL —
- 1' CONTOUR LINE
- 5' CONTOUR LINE
- TREE OR VEGETATION LINE
- FENCE LINE–CHAIN -x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-



SITE PLAN
SCALE: 1"=60'

1
C-1

TRUE NORTH

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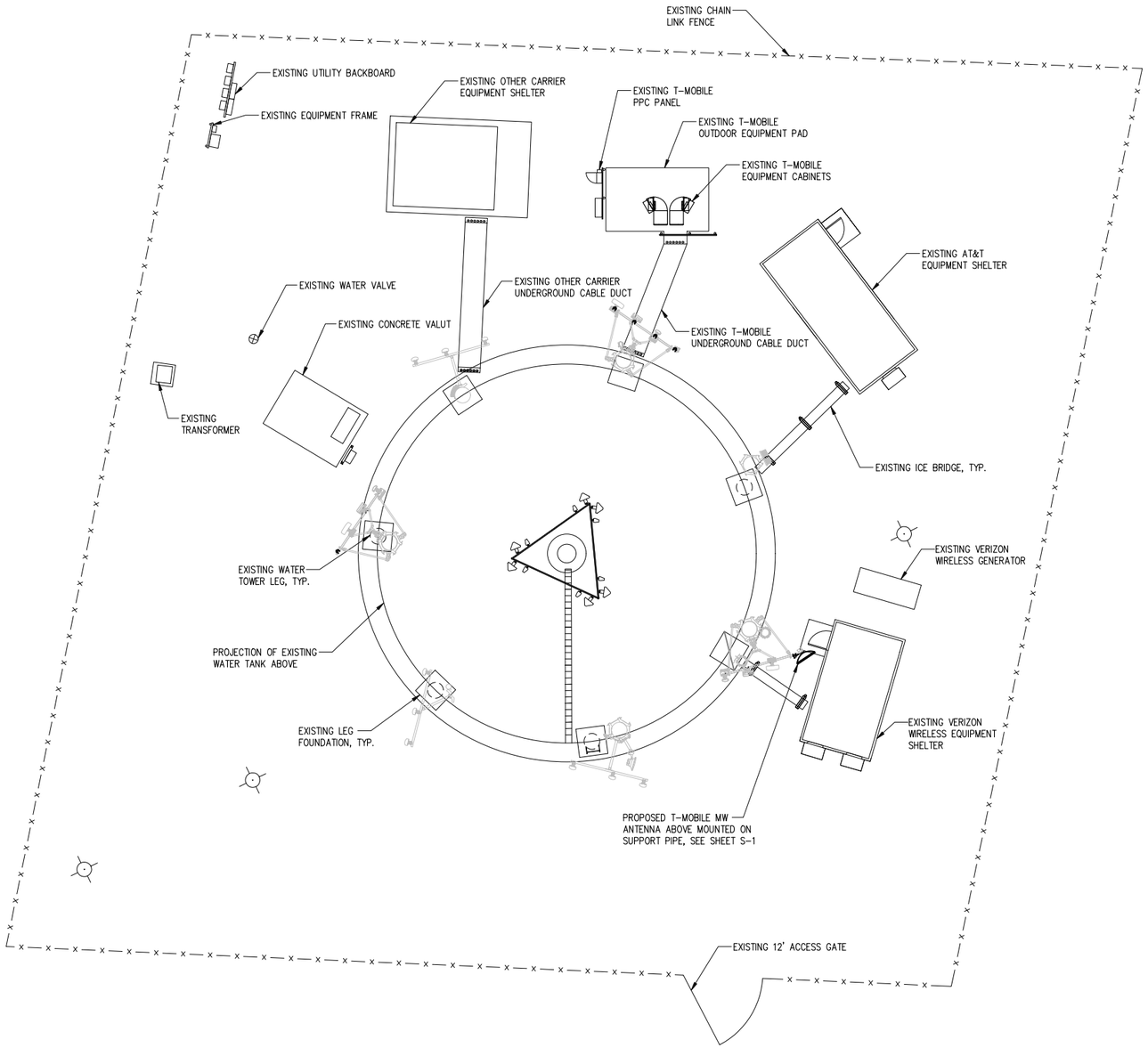
TITLE:
SITE PLAN

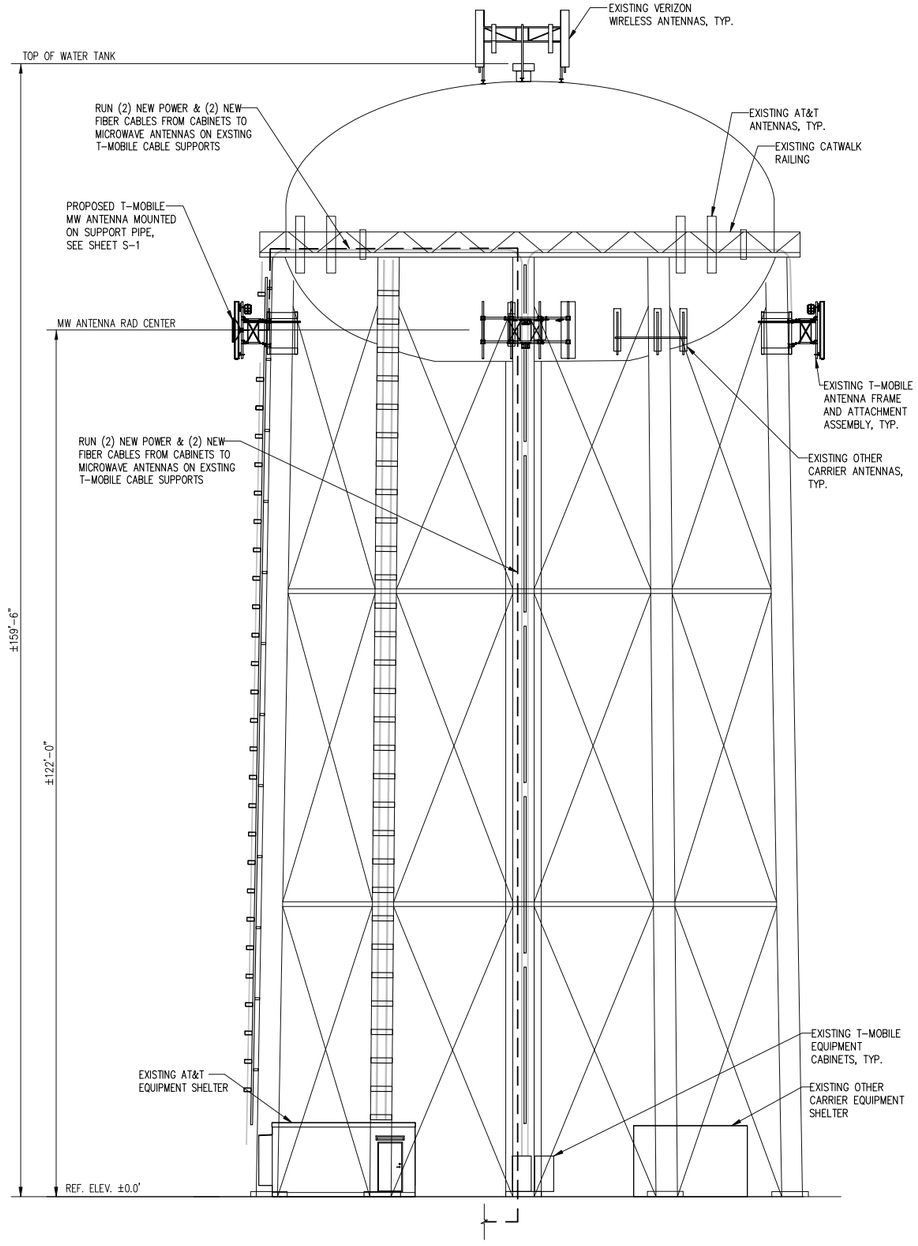
SHEET NUMBER:
C-1



EQUIPMENT LOCATION PLAN

SCALE: 3/32"=1'-0"

1 / A-1



WATER TANK ELEVATION

SCALE: 3/32"=1'-0"

2 / A-1

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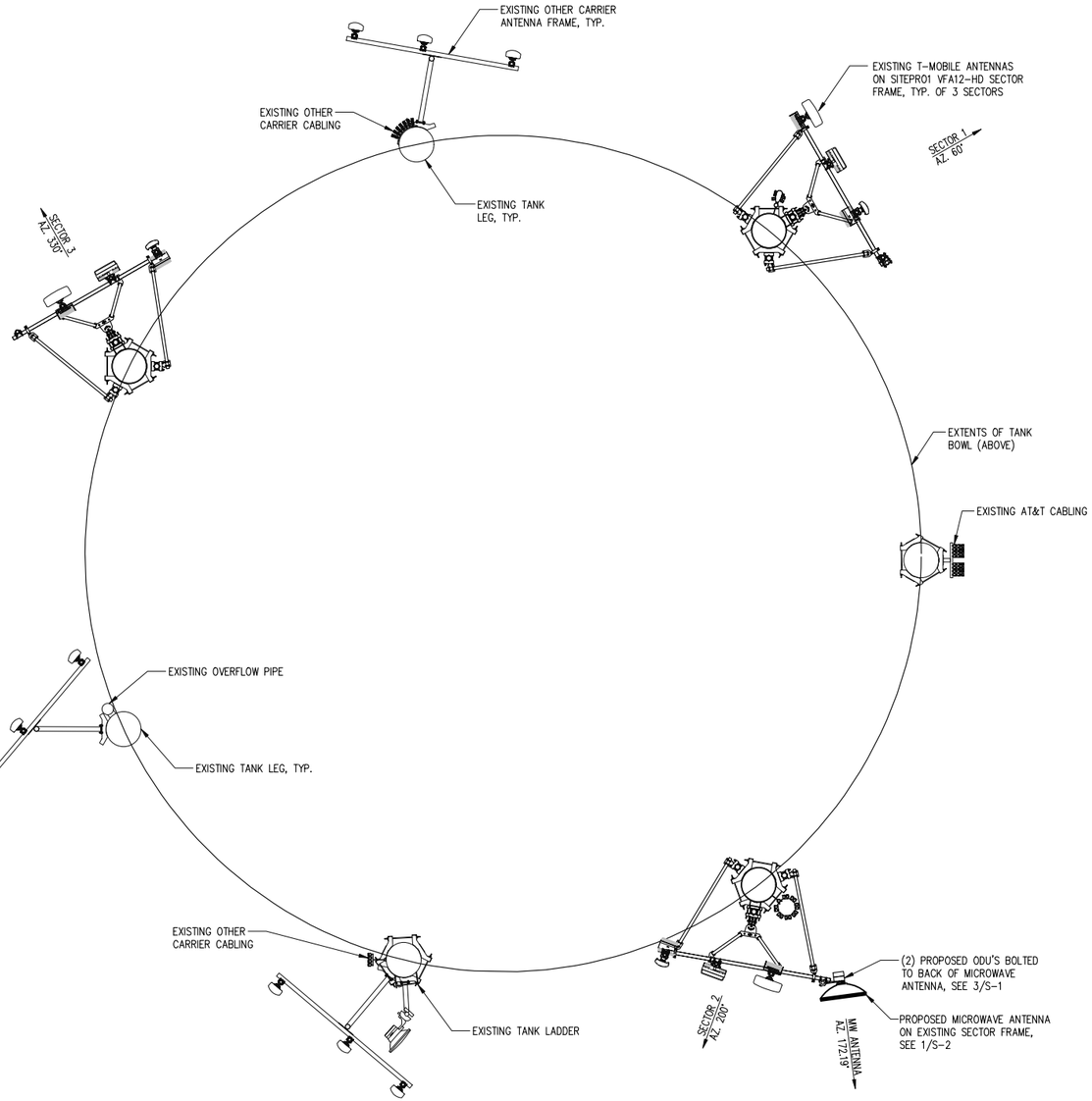
GRAPHIC SCALE IN INCHES

TITLE:

EQUIPMENT LOCATION PLAN & WATER TANK ELEVATION

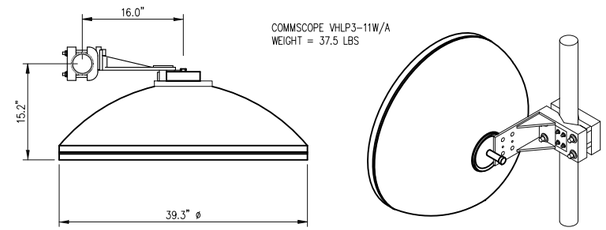
SHEET NUMBER:

A-1



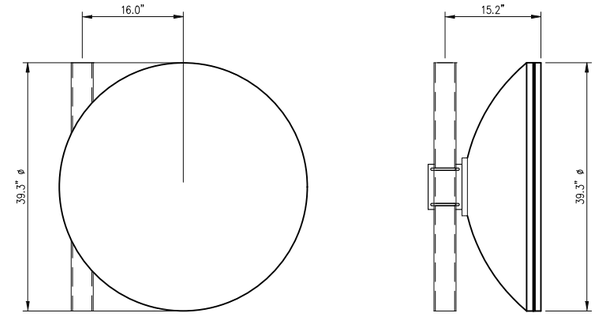
MICROWAVE ANTENNA SECTOR PLAN (1 / S-1)
SCALE: 3/16"=1'-0"

TRUE NORTH



TOP VIEW

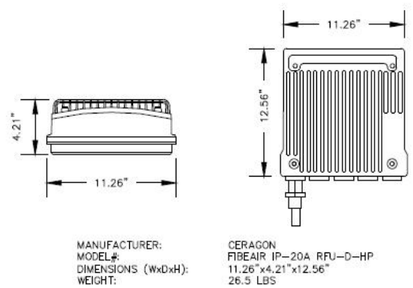
ISOMETRIC VIEW



FRONT VIEW

SIDE VIEW

ANTENNA DETAIL (2 / S-1)
SCALE: 1"=1'-0"



MANUFACTURER:	CERAGON
MODEL#:	FIBEAIR IP-20A RFU-D-HP
DIMENSIONS (WxDxH):	11.26"x4.21"x12.56"
WEIGHT:	26.5 LBS

MW RADIO (ODU) DETAIL (3 / S-1)
SCALE: NOT TO SCALE

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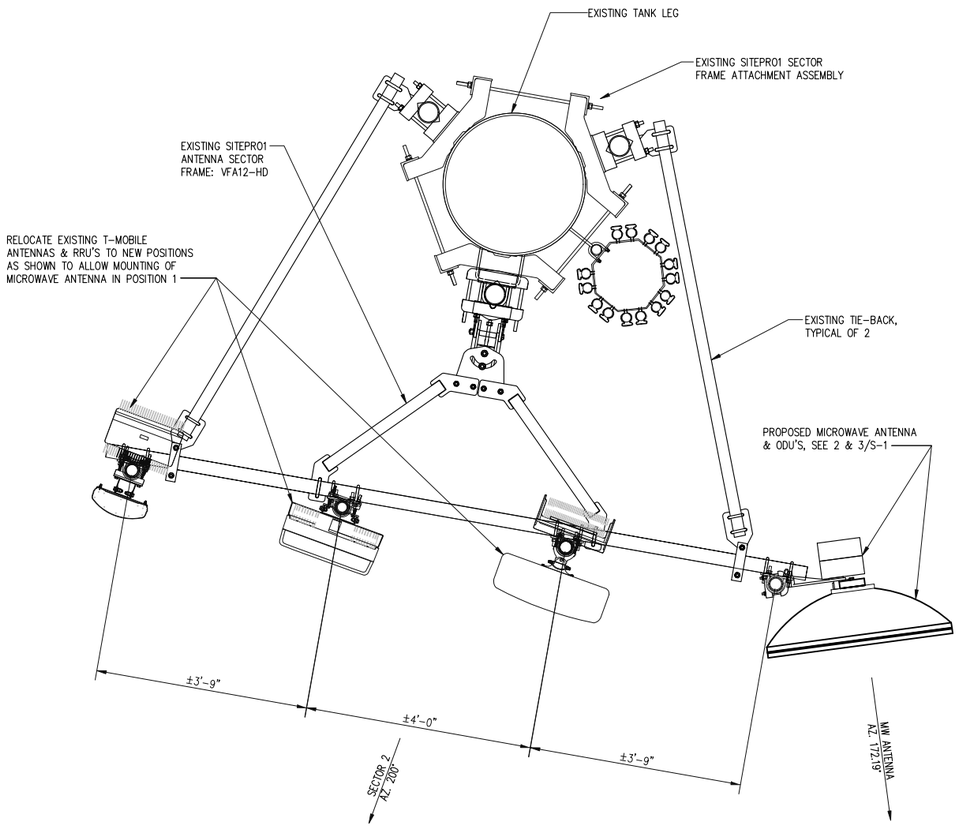
MICROWAVE ANTENNA PLAN & DETAILS - 1

SHEET NUMBER:

S-1



NOTES:

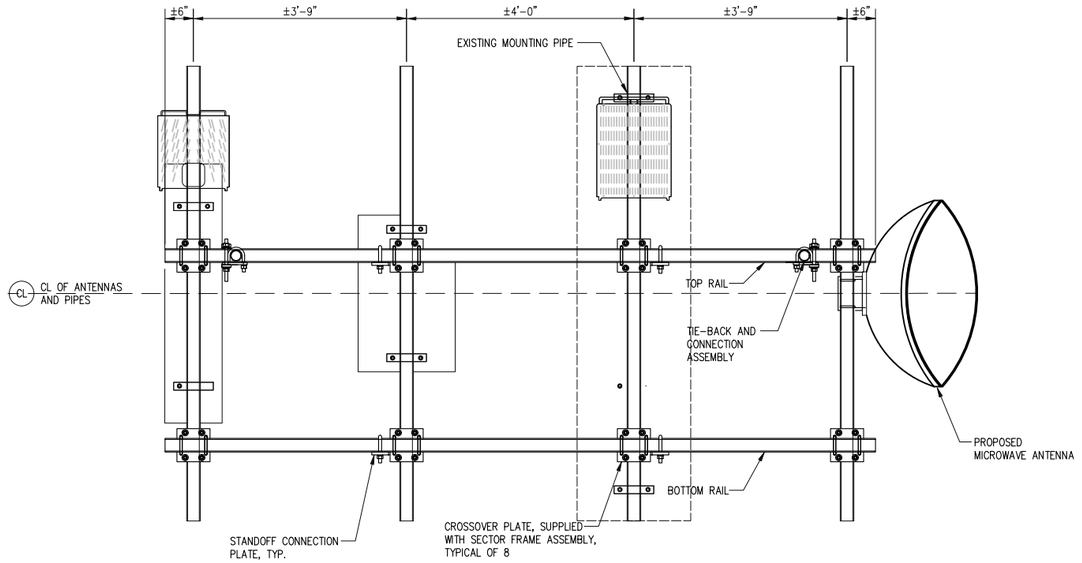
1. BOND MW ANTENNA & RADIO TO EXISTING T-MOBILE SECTOR GROUND BAR WITH 2 AWG GROUND WIRE

TYPICAL ANTENNA SECTOR DETAIL

SCALE: 3/4"=1'-0"

1 / S-2

TRUE NORTH



NOTES:

1. BOND MW ANTENNA & RADIO TO EXISTING T-MOBILE SECTOR GROUND BAR WITH 2 AWG GROUND WIRE

SECTOR REAR ELEVATION

SCALE: 3/4"=1'-0"

2 / S-2

T-MOBILE NORTHEAST LLC
12050 BALTIMORE AVENUE
BELTSVILLE, MD 20705
PHONE: (240) 264-8600

entrex communication services, inc.
6100 EXECUTIVE BLVD, SUITE 430
ROCKVILLE, MD 20852
PHONE: (202) 408-0960

smartlink
1362 MELLON RD, STE 140
HANOVER, MD 21076
PHONE: (410) 582-8043
FAX: (410) 221-2962

7HCH506A
CHARLES TOWN SOUTH
475 KEYES FERRY ROAD
CHARLES TOWN, WV 25414

SEAL:

JONATHAN A. BIVENS REGISTERED 016257 STATE OF WEST VIRGINIA PROFESSIONAL ENGINEER

SUBMITTALS

DATE	DESCRIPTION	REV.
07-07-2022	CONSTRUCTION REVIEW	A
08-15-2022	CONSTRUCTION	0

PROJECT NO: 1153.967
DESIGNER: T.K.
ENGINEER: C.S.

THESE DRAWINGS ARE FORMATTED TO BE FULL-SIZE AT 22"X34"

0 1/2 1
GRAPHIC SCALE IN INCHES

TITLE:

MICROWAVE ANTENNA PLAN & DETAILS - 2

SHEET NUMBER:

S-2

ALTERNATE MAINLINE WATER SYSTEM AGREEMENT

THIS AGREEMENT (the "Agreement") is made and effective this _____ day of _____, 20___, by and between the **CITY OF CHARLES TOWN, by and through the CHARLES TOWN UTILITY BOARD,** (hereinafter, the "CTUB") **and DR Acquisitions, LLC.** (hereafter " the DEVELOPER").

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

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

WHEREAS, the DEVELOPER is planning to develop certain lands situated within the Charles Town Water Service area and commercial property; and,

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

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

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

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, the CTUB and the DEVELOPER agree:

ARTICLE I

DESIGN

Section 1.01. The DEVELOPER hereby agrees to employ qualified professional engineers to design a water distribution and storage system to provide satisfactory water distribution on-site and off-site, which is described and depicted in Exhibit A, a copy of which is attached hereto and made a

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part hereof. The on-site portion will include 14,800 linear feet of 8" PVC watermain. The off-site portion will include approximately 40 linear feet of 8-inch PVC watermain. Said designs will be developed at the DEVELOPER'S expense. The DEVELOPER further agrees to reimburse the CTUB for project costs to plan, design and inspect the construction of any transmission mains required to convey water from the system to his development.

Section 1.02. The CTUB shall bear no financial or other responsibility for the design of the DEVELOPER'S water distribution and storage system. The CTUB shall have the right to inspect and approve prior to the start of construction under this Agreement the designs and specifications of the DEVELOPER'S system, to insure that the DEVELOPER'S system satisfactorily distributes the water within the development area in accordance with current and future applicable regulations and the terms of this Agreement, minimizes leakage, and is designed using sound engineering standards. The CTUB may require such revisions of said plans and specifications as the CTUB feels is necessary before giving said prior approval. The DEVELOPER must receive said prior approval of the CTUB in writing before the Development may start construction.

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

ARTICLE II

CONSTRUCTION AND INSPECTION

Section 2.01. The DEVELOPER will construct the entire water distribution system under this Agreement, including but not limited to, all main lines, trunk lines, pumping facilities, storage facilities, or other necessary appurtenances, for all residential, commercial, or other customers, either

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proposed or existing, within the development at the DEVELOPER'S expense. The DEVELOPER shall obtain, at his 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 water distribution system, at the DEVELOPER'S own expense. The 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 said actions by the CTUB shall be borne by the DEVELOPER.

Section 2.02. The CTUB shall bear no financial or other responsibility for the construction of the DEVELOPER'S water distribution system in the development. However, the CTUB shall have the right to inspect and approve prior to the implementation of service under this Agreement, the construction of the Developers water distribution system to insure that water will be satisfactorily distributed within the Development in accordance with current and future applicable regulations and the terms of this Agreement, that leakage will be minimized, and that the system was constructed using sound engineering and construction standards, and using materials in compliance with the CTUB'S standards and specifications.

Section 2.03. The DEVELOPER will be required at his 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 Health Department. In conjunction with the testing and prior to placing it in service, the system will be cleaned, flushed and disinfected with the applicable standards and methods of the American Water Works Association and the State Health Department.

Section 2.04. The DEVELOPER shall insure that each customer connected to the water distribution system at the time of transfer of ownership shall have a water meter installed. Said water meters, and their installation, must be approved by the CTUB. CTUB shall have the right to inspect

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all work of the Developer, and its contractors, during all phases of construction to insure adequate installation of the system. The Developer shall pay CTUB for its construction inspection services. All fees shall be paid by the Developer to CTUB within fifteen (15) days of the date of the preconstruction meeting. Inspection services shall be no more than $1,000.00 per week for part-time inspection service for sewer installation.

Section 2.05. The DEVELOPER shall provide to the CTUB a complete set of plans for the water distribution system and continually update these plans through the design and construction of the system. Upon completion of construction, the DEVELOPER shall provide to the CTUB reproducible mylars of "as built" plans for the system.

Section 2.06. At all times during the construction of said water distribution system, the DEVELOPER shall maintain sole ownership of said water distribution system.

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

ARTICLE III

TRANSFER OF OWNERSHIP

Section 3.01. Upon completion of the construction of the water distribution system within the development, 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 water distribution system is completed in all respects, the DEVELOPER shall provide the CTUB written notice of said completion. As used in this and subsequent Sections, "completed in all respects" includes, but is not limited to, the system

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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 water distribution system being resolved, and no outstanding liens or potential liens on said system existing.

Section 3.02. Upon receipt of the written notice described in S 3.01, the CTUB shall have ninety (90) days to inspect said water distribution system and any additional tests, at the CTUB'S expense, as the CTUB feels are appropriate and necessary to determine that the system is functioning in accordance with the design plans. Not later than ninety (90) days, the CTUB shall provide to the DEVELOPER, in writing, a list of changes, repairs, or additions which the CTUB believes are necessary to place the DEVELOPER'S system in good and proper working condition, and a list of other actions which the DEVELOPER must take so that the system is completed in all respects. The DEVELOPER, at his own expense, shall make said changes, repairs and additions and take said actions which are directed by the CTUB. Once said changes, repairs and additions have been made and actions taken, the DEVELOPER will provide the CTUB with an additional written notice as set forth in S 3.01 and the CTUB shall have the same rights as it had upon receipt of the initial notice.

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

Section 3.04. Nothing in this Article shall be construed to prevent the CTUB from accepting ownership of the system a section at a time, provided that the CTUB shall accept a section of the system only if said section is complete in all respects and can be fully operational at the time of the

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transfer of that section. The CTUB and the DEVELOPER shall have the same rights and obligations and shall follow the same procedures established in the Article for the transfer of ownership of the entire system.

Section 3.05. On the same date that the DEVELOPER applies for a building permit to construct a residential, commercial or industrial building in the Service Area, the DEVELOPER shall pay to the CTUB the required Capacity Improvement Fees for each customer who, as a result of said building permit, will be connected to the water distribution system at the time of the transfer of ownership. "Customer" shall be defined as each Residential Usage Equivalent Unit, as determined by the Water Rate Ordinance. The CTUB will retain said fees in a separate trust account until the transfer of ownership has been completed. If the DEVELOPER fails to pay said fees, the CTUB may, at its option, refuse to accept ownership of the water distribution system.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES

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

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

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needed to maintain the water distribution system in a proper operation condition. All underground pipe in the system will be accepted by the CTUB "as is" at the time of the transfer of ownership of the system.

ARTICLE V

SUBSEQUENT CONNECTIONS

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

Section 5.02. The DEVELOPER shall insure that each additional CUSTOMER connection connected to the CTUB'S water distribution system shall have a water meter installed prior to connection to the system. Said water meter, and its installation, must be approved by the CTUB.

Section 5.03. The DEVELOPER hereby agrees that in the event that the DEVELOPER transfers any portion of the DEVELOPER'S land in the Development to any individual, corporation, or other entity who will engage in further development of said land, resulting in additional customers for the CTUB, the DEVELOPER shall require, as a term of said transfer, that said individual, corporation, or other entity assume the obligations of this Agreement.

Section 5.04. The DEVELOPER hereby agrees that he will pay the monthly water bill for any residential unit which is connected to the water system until the house is sold. It will then be the DEVELOPER'S responsibility to notify the CTUB upon change of ownership.

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ARTICLE VI

MISCELLANEOUS PROVISIONS

Section 6.01. Nothing in this Agreement shall be construed to make the CTUB liable or responsible for any obligations of the DEVELOPER.

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

The DEVELOPER hereby agrees to save and indemnify and keep harmless the 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 6.02. CTUB will not reimburse the DEVELOPER for the installation cost or any other cost associated with the installation and construction of the water system. The DEVELOPER expressly waives any right to reimbursement under the Public Service Commission of West Virginia Rules and Regulations for the Government of Water Utilities, 150CSR7, Rule 7.5, Extension of Mains, a copy of which is attached hereto as Exhibit B and made a part hereof,

and understands that the CTUB'S extension of service outlined in this Agreement herein shall be construed as an exemption to Rule 7.5 Extension of Mains. The DEVELOPER will collect reimbursement through appropriate pricing of real estate within its development.

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

Section 6.04. This Agreement constitutes the entire agreement between the CTUB and the DEVELOPER with respect to the matters addressed and may be amended only in a subsequent writing executed by both parties.

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

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

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

By:_____
Its Chairman

ATTEST:

_____
Its Clerk

THE DEVELOPER

_____

By:_____

ATTEST:

_____

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Its Secretary

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EXHIBIT A
DEVELOPER'S PROJECT

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

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EXHIBIT B
PUBLIC SERVICE COMMISSION RULE 5.5

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

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.

7.5.3. For any proposed extension of mains, 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.

7.5.5.b. When extensions 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-five (45) days from the receipt by the utility of the written request for service. 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 ~~make an~~ estimate ~~of~~ 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 subdivision 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. This rule shall not be construed as prohibiting the utility from entering into an agreement with a customer 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. In providing an alternate plan for main extensions a utility may not discriminate between customers whose service requirements are similar. The 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~~ir~~ 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 ~~of~~ 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. 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

ALTERNATE MAINLINE SEWAGE COLLECTION SYSTEM AGREEMENT

THIS AGREEMENT (the "Agreement") is made and effective this _____ day of _____, 2022, by and between the CITY OF CHARLES TOWN, by and through the CHARLES TOWN UTILITY BOARD, (hereafter, "CTUB") and DR Acquisitions, LLC (hereafter " the DEVELOPER").

WHEREAS, CTUB has been authorized by City Ordinance Chapter 13, Article II to develop sewage collection and treatment facilities throughout its service area, together with vicinity residents and businesses, with public sewer service; and

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

WHEREAS, the DEVELOPER is planning to develop certain lands known as King's Crossing Subdivision (the "Development") located within CTUB's service territory within Jefferson County for residential development; and,

WHEREAS, the Development will be located along Old Charles Town Road approximately 2,000 feet southeast of the nearest intersection with Crosswinds Drive; and

WHEREAS, the DEVELOPER intends to construct up to 177 single-family detached homes and 227 single family attached homes; and

WHEREAS, the DEVELOPER intends to construct on-site and off-site sewage collection systems on, in the area near to, or adjacent to the Development as approved by CTUB on the Development's Preliminary Plat including approximately 12,475 lineal feet of onsite "8" inch sewer main and approximately 5,400 lineal feet of 6" offsite forcemain sewer, to the point of connection to the existing CTUB sewer system, along with associated the associated service laterals and manholes (the "Sewage Collection Systems") to service the Residential Lots, which will connect to the sewage collection and pumping system of the CTUB; and

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

WHEREAS, THE Developer has read Rule 7.4 of the Commission's Rules for the Government of Sewer Utilities that became effective on September 14, 2021, in its entirety, understands the Rule and chooses to enter into this alternate main line extension agreement.

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

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acknowledged, the BOARD and the DEVELOPER agree:

ARTICLE I

DESIGN AND REGULATORY APPROVAL

Section 1.01. The DEVELOPER hereby agrees to employ qualified professional engineers to design the on-site and off-site sewage collection system for the DEVELOPER'S project, as described in general herein. All designs will be developed at the DEVELOPER'S expense and comply with CTUB'S Sewer System Specifications. All designs shall be reviewed and approved by CTUB's engineer prior to submission to the West Virginia Bureau for Public Health and the West Virginia Division of Environmental Protection for permits to construct and prior to the commencement of construction. Neither CTUB or its engineers or agents shall bear any financial or any other responsibility for the design and construction of the Sewage Collection System.

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

ARTICLE II

CONSTRUCTION AND INSPECTION

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

Section 2.02. The DEVELOPER shall, with the cooperation and support of CTUB, obtain all necessary rights-of-way, real property, 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

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as are permitted by law to aid in obtaining the necessary rights of way, real property or easements on land not owned by the DEVELOPER, including, but not limited to, legal actions. The cost of said actions requested by the DEVELOPER, including amounts paid to property owners for the required real estate and easements as well as all litigation costs and taken by CTUB shall be borne by the DEVELOPER.

Section 2.03. Prior to the substantial completion of the construction of the Sewage Collection System or phase thereof, CTUB shall have the right to inspect and approve the system of phase thereof to ensure that: (1) sewage will be satisfactorily transported from the Development in accordance with the terms of this Agreement and all applicable statutes, rules, and regulations legally applicable to CTUB; (2) infiltration will be minimized; (3) illegal and improper sources of inflow are eliminated; and (4) the system was constructed using sound engineering and construction standards, and using materials in compliance with CTUB's standards and specifications.

Section 2.04. CTUB shall have the right to inspect all work of the DEVELOPER, and its contractors, during all phases of construction to insure adequate installation of the system. The DEVELOPER shall pay CTUB for its construction inspection services. All fees shall be paid by the DEVELOPER to CTUB within fifteen (15) days of the date of the preconstruction meeting. Inspection services shall be no more than $1,500.00 per week for full-time inspection services for water and sewer installation.

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

Section 2.06. At all times during the construction of said sewer system, the DEVELOPER shall maintain sole ownership of said sewer system.

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

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regulations or surrounding conditions have changed during the five (5) year time frame.

ARTICLE III
TRANSFER OF OWNERSHIP

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

Section 3.02. Upon receipt of the written notice described in Section 3.01, CTUB shall have thirty (30) days to inspect said Sewage Collection System or phase thereof and run such tests, at CTUB's sole expense, as CTUB feels are appropriate and necessary to determine that the Sewage Collection System or phase thereof has been properly designed and constructed using sound engineering and construction standards. Within the thirty (30) day period, CTUB shall provide the DEVELOPER, in writing, a list of repairs which CTUB reasonably believes are required to cause the Sewage Collection System or phase thereof to comply with the plans and specifications previously approved by CTUB, as may have been modified by the changes required by any applicable State or Federal agency or other City department, and a list of other actions, which the DEVELOPER must take so that the system or phase thereof is completed in all respects in accordance with the approved plans. The DEVELOPER, at the DEVELOPER's own expense, shall make said reasonable repairs and once said repairs have been made, the DEVELOPER will provide CTUB with an additional written notice as set forth in Section 3.01 and CTUB shall have

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

Section 3.03. If after receipt of the notice set forth in Section 3.01, CTUB determines that the Sewage Collection System or phase thereof is completed in all respects, the DEVELOPER shall deliver, and CTUB shall accept, ownership of the Sewage Collection System or phase thereof and any additional required off-site Sewage Collection System necessary to connect to the sewage collection and pumping system built as part of the Development, including rights-of-way, and all real property and easements necessary for the ownership, operation and maintenance of the Sewage Collection System or phase thereof and any required additional off-site sewage collection and pumping system. The transfer of ownership shall occur no late than fifteen (15) days after the expiration of the CTUB's right of inspection and testing, set forth in Section 3.02. At that time of the transfer of ownership of the Sewage Collection System or phase thereof to CTUB, to the extent that any of the DEVELOPER'S funds are bonded or subject to a letter of credit tied to the Sewage Collection System or phase thereof, DEVELOPER shall retain ownership in such funds and such funds shall be automatically returned to the DEVELOPER upon the termination of any such bond or letter of credit.

Section 3.04. Ownership of the Sewage Collection System or phase thereof and any required, additional off-site collection and pumping systems shall be transferred by the DEVELPER to CTUB prior to connection to the sewage facilities built by the DEVELOPER as part of the Development.

Section 3.05. Prior to the transfer of ownership of the Sewage Collection System or phase thereof to CTUB, when the DEVELOPER applies for a building permit to construct a residential, commercial or industrial building in the Development, the DEVELOPER shall pay to CTUB (i) a non-refundable tap and inspection fee pursuant to approved CTUB tariff and (ii) a non-refundable capacity improvement fee pursuant to the approved CTUB tariff. Payments shall be made on the same date the DEVELOPER applies for a building permit to construct the residential, commercial or industrial building in the Development, which will result in said additional Customer. Notwithstanding the foregoing, CTUB shall only be entitled to retain a DEVELOPER tap or connection fee if CTUB, using its own resources, actually installs or inspects the tap and/or

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

ARTICLE IV

DEVELOPER REIMBURSEMENT

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

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

ARTICLE V

CONDITIONS PRECEDENT

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

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

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

ARTICLE VI

SUBSEQUENT CONNECTIONS

Section 6.01. The DEVELOPER agrees that after the transfer of the ownership of the Sewage Collection System, or any portion thereof, to CTUB, the DEVELOPER shall be assessed, to the extent DEVELOPER owns the property for which a connection is requested, for each new connection upon the issuance of a sewer availability letter (i) a non-refundable tap and inspection fee pursuant to approved CTUB tariff and (ii) a non-refundable capacity improvement fee pursuant to the approved CTUB tariff. Payments shall be made on the same date the DEVELOPER applies for a building permit to construct the residential, commercial or industrial building in the Development, which will result in said additional Customer. Notwithstanding the foregoing, CTUB shall only be entitled to retain a DEVELOPER tap or connection fee if CTUB, using its own resources, actually installs or inspects the tap and/or connection line and physically connects or inspects the connection to the customer's service. Once CTUB collects a tap or connection fee in accordance with the terms of this Agreement, CTUB shall not be permitted to collect from the customer any additional tap or service connection fee. CTUB shall only be permitted to collect one tap or connection fee per service connection in accordance with its Tariff on file with the PSC. CTUB's right to either retain DEVELOPER's tap or connection fee deposit or to assess a tap or connection fee from a customer is contingent upon CTUB installing the tap and/or connection line, which physically connects a customer's service to the DEVELOPER's collection system.

Section 6.02. The DEVELOPER hereby agrees that in the event that the DEVELOPER transfers, prior to completion, any portion of DEVELOPER'S land in the Development to any

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individual, corporation or other entity who will continue to engage in development of said land as contemplated by this Agreement, resulting in additional customers for CTUB, the DEVELOPER shall require, as a term of said transfer, that said individual, corporation or other entity assume the obligations of this Agreement.

ARTICLE VII

REPRESENTATIONS AND WARRANTIES

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

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

Section 7.03. Upon notice from CTUB that all construction and testing requirements have been met, DEVELOPER shall post a one (1) year warranty bond in an amount sufficient to replace the system or phase thereof constructed by the DEVELOPER. The amount of the bond shall be 100-percent of the cost of the improvements to be bonded at that time, and shall be for a period of 365 days that will begin on the date ownership of the On-Site and Off-Site Sewage Collection System or phase thereof is transferred to CTUB, At the conclusion of such one (1) year period, any warranty bond with respect to the Sewage Collection System or phase thereof shall automatically terminate and all bonded funds shall automatically be returned to the DEVELOPER.

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ARTICLE VIII

MISCELLANEOUS PROVISIONS

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

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

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

Section 8.04. The DEVELOPER hereby agrees to save and indemnify and keep harmless CTUB, its engineer and agents from all claims, demands, causes of action, or suits of whatever nature arising out of the labor and materials used by the DEVELOPER and their contractors or sub-contractors, and from all laborers', materialmen's and mechanics' liens upon the Sewage Collection System or upon the property upon which the Sewage Collection System is located arising out of the labor and materials used by the DEVELOPER and its contractors or sub-contractors, and the DEVELOPER shall keep the Sewage Collection System or phase thereof and said property free and

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clear of all liens, claims and encumbrances until the time of the transfer of ownership of the Sewage Collection System or phase thereof to CTUB.

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

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

Section 8.07. This Agreement constitutes the entire Agreement between CTUB and the DEVELOPER with respect to the matters addressed and may be amended only in a subsequent writing executed by both parties.

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

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

CHARLES TOWN UTILITY BOARD

By:_____

Its: _____

ATTEST:

_____

DR Acquisitions, LLC.

By:_____
Dan Ryan

Its: _____

ATTEST:

_____

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EXHIBIT A

PUBLIC SERVICE COMMISSION RULE 7.4

Public Service Commission of West Virginia Rules and Regulations for the Government of Sewer Utilities, 150CSR7, Rule 7.4, Extension of Mains

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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.

7.3.10. The customer's service pipe and all connections and fixtures attached thereto shall be subject to the inspection of the utility before use, and all premises, including any and all fixtures within the said premises, shall at all reasonable hours be subject to inspection by a duly authorized employee of the utility.

7.3.11. The utility shall make changes and bear the full costs of changes in the customer's service pipe 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.

7.3.12. 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 these rules.

7.3.13. The connection of surface drains to the sanitary system is prohibited. As a means to deter prohibited connections where surface or ground water is introduced into the sanitary system, the utility may add a surcharge to the customer's sewer bill where evidence of a violation exists. The surcharge shall be authorized by separate schedule to the utility's sewer tariff filed pursuant to the *Rules for the Construction and Filing of Tariffs*, 150CSR2, but the utility need not file revenue, expense, or other financial data unless otherwise ordered by the Commission. The charge for roof drains, downspouts, storm sewers or similar facilities connected to the sanitary sewer system will be calculated by the formula or rate clearly stated in the tariff, and will not be cumulative to any metered rate for sewer service. The tariff should further provide that the surcharge will not be imposed unless and until the customer is notified by certified mail, return receipt requested, or by hand delivery, that it has been established by smoke testing, dye testing, or on-site inspection that rain or surface water is being introduced into the sanitary sewer, and that the customer has thirty (30) days to divert that water from the sanitary sewer.

7.4. Extension of mains to serve new customers.

7.4.1. A sewer 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.

7.4.2. 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.

7.4.3. For any proposed extension of mains, a reasonable relationship should exist between the per customer investment to serve new customers and the per customer investment to serve old customers.

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

7.4.5. Extension for general sewer service.

7.4.5.a. The utility will respond to all inquiries regarding new sewer service, whether oral or

written, by explaining all available options for obtaining service under these rules.

7.4.5.b. The utility will, upon written request for service in the form of Sewer Form No. 4, by a prospective customer or group of prospective customers located in the same neighborhood, 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 Sewer Form No. 5, including pipe, valves, manholes, fittings, necessary materials, permits, labor 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 Sewer Form No. 5 to the customer in the form of Sewer Form No. 6, no more than forty-five (45) days from the receipt by the utility of the written request for service. 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 the 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.

7.4.5.c. Whenever the utility is required to extend service from an existing main to property that does not immediately abut the utility's right-of-way or the public road that contains the utility main, the extension shall be considered a main extension and the cost responsibility shall be determined under Sewer Rule 7.4.5.

7.4.5.d. Where the cost of the extension does not exceed the estimated total net revenue, as calculated below, from 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.

7.4.5.d.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 the purposes of this rule, with this difference further reduced for any revenue based taxes.

7.4.5.d.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.

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

7.4.5.d.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.

7.4.5.d.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.

7.4.6. Extensions beyond the limit of utility-financed extensions of general sewer service.

7.4.6.a. If the utility-estimated cost of the proposed extension required in order to furnish general sewer service exceeds the utility's estimate of total net revenue as determined by Sewer Rule 7.4.5.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 original terminus refund to the original depositor(s), an amount equal to the estimated total net revenue of the new customer as determined by Sewer Rule 7.4.5.d., but in no event shall the aggregate refund made to the depositors exceed the original deposit. Provided, however, that associations, public service districts and municipal sewer 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.

7.4.7. Alternate Depositor-Financed Extension Plan.

7.4.7.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.

7.4.7.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.

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

7.4.7.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.

7.4.7.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.

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

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

7.4.7.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 Sewer Rule 7.4.5.d.; and

7.4.7.b.3. agreeing to refund to the original depositor(s) an amount equal to estimated total net revenue as defined in Sewer Rule 7.4.5.d. 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 Sewer Rule 7.4.5.d.

7.4.7.c. In no event shall the total refund made to the depositor(s) under Sewer Rule 7.4.7.b.3. exceed the original deposit of the depositor(s).

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

7.4.8. General provisions.

7.4.8.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.

7.4.8.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 use estimated for the proposed customer or customers required a larger pipe.

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

7.4.8.d. The utility reserves the right to further extend its sewer 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 so installed.

7.4.8.e. In determining the length of main extensions or of sewer line to be installed in an urban area when land is subdivided in lots, the main, or sewer 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 sewer 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.

7.4.8.f. Before sewer 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.

7.4.8.g. This rule shall not be construed as prohibiting the utility from entering into an agreement with a customer that complies with the Commission approved checklist attached hereto as Sewer Form No. 7, in providing an alternate plan for a main extension. Commission Staff may be consulted to provide assistance and sample forms. In providing an alternate plan for main extensions a utility may not discriminate between customers whose service requirements are similar. The agreement shall be filed with and approved by the Commission prior to the 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 Sewer Rule 7.4., and a statement signed by the prospective customer that he has reviewed and understands the provisions of Sewer Rule 7.4.6. which entitle a customer to refunds and that he 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.

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

7.4.8.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.

7.4.8.j. Right-of-Way.

7.4.8.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.

7.4.8.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.

7.4.8.j.3. As a condition to obtaining a main extension, property owner or developer must grant the utility the necessary easements which would 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.

7.4.8.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.

7.4.9. Community infrastructure investment agreements with municipal utilities and public

service districts.

7.4.9.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.

7.4.9.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.

7.4.9.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.

7.4.9.d. If rates for the new customers served by a public service district's 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.

§150-5-8. Safety requirements.

8.1. Accidents.

8.1.1. Records. -- A utility shall keep a record of every accident occurring in connection with the operation of its treatment plant, property and equipment whereby any person is killed or seriously injured, or any substantial amount of property damaged or destroyed, with a full statement of the cause of the accident and the precautions taken to prevent similar accidents in the future.

8.1.2. Electric shock. -- A utility shall instruct its employees engaged in electrical work in the practice and use of accepted rules and proper procedure for resuscitation from electric shock.

8.1.3. Asphyxiation. -- A utility shall inform its employees who must work in manholes and pits of the dangers of asphyxiation and instruct them in the practice and use of accepted rules for detection of dangerous gases, as well as the proper procedure for treating victims.

§150-5-9. Creation or alteration of public service districts.

9.1. Creation or alteration of a public service district.

9.1.1. A county commission upon entering an order on its own motion, or upon receipt of a petition, or upon receipt of a recommendation of the Commission, proposing the creation, enlargement, reduction, merger, dissolution, or consolidation of a public service district pursuant to W. Va. Code §16-13A-2, shall:

9.1.1.a. At the same session, fix a date of hearing in the county which date shall be not more than forty (40) days nor less than twenty (20) days from the date of the action;

EXHIBIT B

DEVELOPER'S PROJECT

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

DRAFT

FILE PATH: Q:\PROJECT FENCE\2022\07 EXHIBITS\2022-10-11 FM KKSTKINGS X-ING PLAN.DWG BY: 10-11-2022
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OVERALL FORCEMAIN EXHIBIT

KINGS CROSSING SUBDIVISION (LOTS 1-404)

TAX MAP 17, PARCEL 22; D.B. 994, PG. 667
CHARLES TOWN DISTRICT
JEFFERSON COUNTY, WEST VIRGINIA

J.C. FILE #21-SD

REVISIONS

SEAL:

SCALE: HORIZ.: 1"=120' VERT.: # #
DATE: OCTOBER 2022
JOB: 3035-0401
DRAWN: TME CHECK: JPG
CADD:
NCS:
SHEET: 1 OF 1

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

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

FROM: Kristen Stolipher, Utility General Manager
SUBJECT: Utility General Manager's Report
DATE: October 12, 2022

ADMINISTRATIVE

- Customer Counts
  - Sewer 8,370 (2,068 billed by JUI)
  - Water 6,490
- PSC Reports submitted September 30, 2022

WATER

- Grant award project underway
- Water CIF and Tariff Revisions

Location	Lot Number	CIF Date Paid	Number of Sewer EDUs	Sewer CIF Amount Paid	Number of Water EDU's	Water CIF Amount Paid
Beallair	134	1/11/2022	1	$ 3,207.00		
Burr West - TeMa	20-21	1/11/2022	1.5	$ 4,810.50		
10th Avenue	A-C	1/13/2022	2	$ 2,254.00	2	$ 5,152.00
Norborne Glebe	304-317	1/20/2022	14	$ 44,898.00	14	$ 36,064.00
Tate Manor	30-40	1/24/2022	11	$ 12,397.00	11	$ 28,336.00
Beallair	136	1/25/2022	1	$ 3,207.00		
Burr Park	13-14	1/25/2022	0.03	$ 962.10		
Beallair	153-154	2/8/2022	2	$ 6,414.00		
418 S Charles St		2/16/2022	1	$ 1,127.00	1	$ 2,576.00
Huntfield	858-871	2/25/2022	14	$ 15,778.00	14	$ 36,064.00
Beallair	143, 145	3/8/2022	2	$ 6,414.00		
Sheetz-Augustine Avenue		3/14/2022	16.66	$ 66,673.32	16.66	$ 42,916.16
Tate Manor	41-46	3/11/2022	6	$ 6,762.00	6	$ 15,456.00
Maple Ave	2-3	3/15/2022	1	$ 1,127.00	1	$ 2,576.00
Higgs Blvd	23-28	3/15/2022	6	$ 6,762.00	6	$ 15,456.00
Maple Ave (Apt)	2-3	3/16/2022	1	$ 1,127.00	1	$ 2,576.00
Pacel 2 MLK Blvd		3/16/2022	2	$ 2,254.00	2	$ 5,152.00
Norborne Glebe	1-14	3/17/2022	14	$ 44,898.00	14	$ 36,064.00
Washington Landing (270 Apt Units, Clubhouse, Pool		3/24/2022	129.93	$ 519,720.00		
Washington Landing (Building 100, Clubhouse)		3/24/2022			22.69	$ 28,042.00
Beallair	148, 151	3/25/2022	2	$ 6,414.00		
115 Park Avenue		4/1/2022	3	$ 3,381.00		
Huntfield	614	4/4/2022	1	$ 1,127.00	1	$ 2,576.00
Magnolia Springs	16-17, 29-31, 50-51	4/6/2022	7	$ 7,889.00	7	$ 18,032.00
Norborne Glebe	15-31, 273-277, 280-281	4/7/2022	24	$ 76,968.00	24	$ 61,824.00
Beallair	152	4/7/2022	1	$ 2,930.00		
Huntfield	615	4/8/2022	1	$ 2,930.00	1	$ 2,576.00
Beallair	59, 137, 146, 147, 155	4/8/2022	5	$ 14,650.00		
Beallair	150	4/8/2022	1	$ 2,930.00		
Magnolia Springs	1, 11-12, 15, 49, 52, 54-57, 60-64, 79-83, 90	4/13/2022			21	$ 54,096.00
Huntfield	872-878, 879-882, 884-887	4/14/2022	15	$ 43,950.00	15	$ 38,640.00
Presidents Pointe	77-96	4/18/2022	20	$ 91,100.00		
Washington Landing (Building 200, 300)		4/21/2022			23.03	$ 59,328.00
Magnolia Springs	53	4/25/2022	1	$ 2,930.00	1	$ 2,576.00
Magnolia Springs	1, 11-12, 15, 49, 52, 54-57, 60-64, 79-83, 90	4/25/2022	21	$ 61,530.00		
Magnolia Springs	16-17, 29-31, 50-51	4/25/2022	7	$ 12,621.00		
406 S Charles St, 418 S Lawrence St, 423 S Lawrence St		4/26/2022	3	$ 8,790.00	3	$ 7,728.00
Norborne Glebe	269-272, 282-285	4/28/2022	8	$ 23,440.00	8	$ 20,608.00
Tate Manor	47-52, 59-63	4/28/2020	11	$ 32,230.00	11	$ 28,336.00
Beallair	156	5/13/2022	1	$ 2,930.00		
Magnolia Springs	13	5/16/2022	1	$ 2,930.00	1	$ 2,576.00
Magnolia Springs	14, 59	5/23/2022	2	$ 5,860.00	2	$ 5,152.00
Magnolia Springs	58, 65, 76-78, 85, 172-174, 177-178	5/26/2022	11	$ 32,230.00	11	$ 28,336.00
Huntfield	623	6/6/2022	1	$ 2,930.00	1	$ 2,576.00
Huntfield	622	6/8/2022	1	$ 2,930.00	1	$ 2,576.00
307 E. 11th Avenue		6/10/2022	1	$ 2,930.00	1	$ 2,576.00
Lot Adjacent 704 N Reymann St		6/10/2022	1	$ 2,930.00	1	$ 2,576.00
Norborne Glebe	289-298	6/13/2022	10	$ 29,300.00	10	$ 25,760.00
Magnolia Springs	171, 176, 178	6/16/2022	3	$ 8,790.00	3	$ 7,728.00
Beallair	58	6/22/2022	1	$ 2,930.00		
Magnolia Springs	87, 170	6/27/2022	2	$ 5,860.00	2	$ 5,152.00
Beallair	158, 159	6/29/2022	2	$ 5,860.00		
Norborne Glebe	286-288, 299-303	6/30/2022	8	$ 23,440.00	8	$ 20,608.00
Burr West Business Park	6	7/1/2022	0.04	$ 1,282.80		
Beallair	135	7/8/2022	1	$ 2,930.00		
Aspen Greens	76	7/14/2022	1	$ 2,930.00		
Eagle Drive	12	7/22/2022	1	$ 2,930.00	1	$ 2,576.00
Magnolia Springs	84, 86, 88, 89, 175, 180-183, 185, 186	8/3/2022	11	$ 32,230.00	11	$ 28,336.00
Magnolia Springs	184,187	8/18/2022	1	$ 2,930.00	1	$ 2,576.00
Washington Landing (Building 400, 500, 600)		8/22/2022			35.5	$ 91,464.00
Beallair	60, 129	8/30/2022	2	$ 5,860.00		
Shenandoah Springs	7-10, 25-27	9/1/2022	7	$ 20,510.00		
Aspen Greens	49, 82	9/7/2022	2	$ 5,860.00		
Beallair	273	9/9/2022	1	$ 2,930.00		
Beallair	304	9/13/2022	1	$ 2,930.00		
W. Burr Park	29	9/14/2022	0.4	$ 1,172.00		
Presidents Pointe	127-134	9/16/2022	8	$ 36,440.00		
Beallair	203	9/16/2022	1	$ 2,930.00		
Shenandoah Springs (Ranson Portion of CIF)	7-10, 25-27	9/22/2022		$ 11,375.00		
219 N. Mildred - 2 Addt Units		9/26/2022	2	$ 5,860.00	2	$ 5,152.00
		Total	**441.56**	$ 1,419,551.72	**317.88**	$ 788,470.16

Charles Town Utility Board
2022 Capacity Improvement Fee Collections/EDU for Sewer

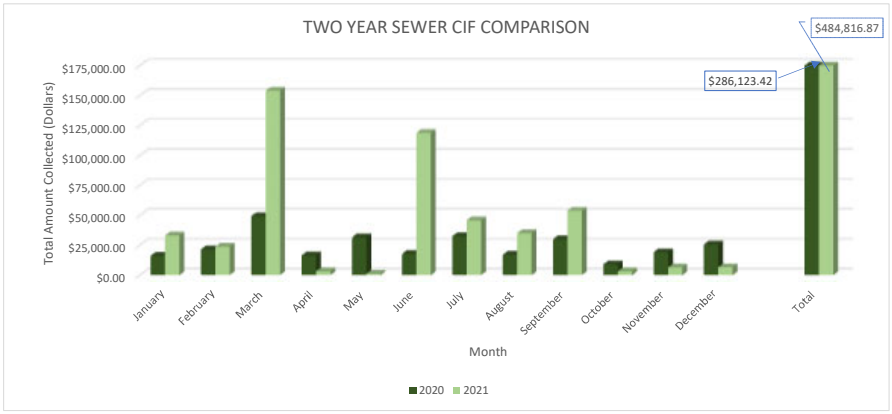
Month	Commercial	Residential	Total Number of EDU's	Total Sewer CIF Collected	CIF Paid to Ranson	Total
Jan-22	1.53	29	30.53	$ 71,735.60		$ 71,735.60
Feb-22		17	17	$ 23,319.00		$ 23,319.00
Mar-22	146.59	34	180.59	$ 662,151.32		$ 662,151.32
Apr-22		129	129	$ 389,396.00	$ 32,500.00	$ 356,896.00
May-22		15	15	$ 43,950.00		$ 43,950.00
Jun-22		30	30	$ 87,900.00		$ 87,900.00
Jul-22	0.04	3	3.04	$ 10,072.80		$ 10,072.80
Aug-22		14	14	$ 41,020.00		$ 41,020.00
Sep-22	0.4	22	22.4	$ 90,007.00	$ 24,375.00	$ 65,632.00
Oct-22			0			$ -
Nov-22			0			$ -
Dec-22			0			$ -
Total 2022	**148.56**	**257**	**441.56**	**$ 1,419,551.72**	**$ 56,875.00**	**$ 1,362,676.72**

Charles Town Utility Board
2022 Capacity Improvement Fee Collections/EDU for Water

Month	Commercial	Residential	Total Number of EDU's	Total Water CIF
Jan-22		27	27	$ 69,552.00
Feb-22		15	15	$ 38,640.00
Mar-22	39.35	30	69.35	$ 148,238.16
Apr-22	23.03	92	115.03	$ 296,320.00
May-22		14	14	$ 36,064.00
Jun-22		27	27	$ 69,552.00
Jul-22		1	1	$ 2,576.00
Aug-22	36	12	47.5	$ 122,376.00
Sep-22		2	2	$ 5,152.00
Oct-22			0	
Nov-22			0	
Dec-22			0	
Total 2021	**97.88**	**220**	**317.88**	**$ 788,470.16**

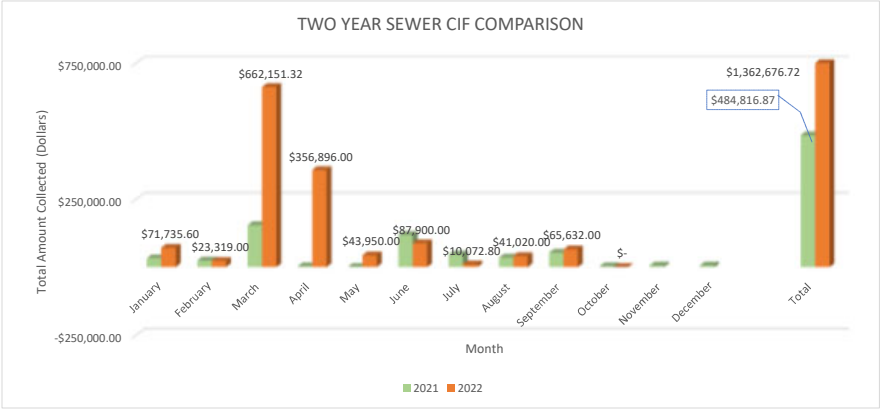
Charles Town Utility Board
2021 Capacity Improvement Fee Collections/EDU for Sewer

Month	Commercial	Residential	Total Number of EDU's	Total Sewer CIF Collected	CIF Paid to Ranson	Total
Jan-21		22	22	$ 33,114.00		$ 33,114.00
Feb-21		21	21	$ 33,417.00	$ 9,750.00	$ 23,667.00
Mar-21		32	136.7	$ 154,023.33		$ 154,023.33
Apr-21		1	1	$ 3,207.00		$ 3,207.00
May-21		1	1	$ 1,127.00		$ 1,127.00
Jun-21	36	3	39	$ 118,833.00		$ 118,833.00
Jul-21		37	37	$ 45,859.00		$ 45,859.00
Aug-21	9.22	3	12.22	$ 35,029.54		$ 35,029.54
Sep-21		44	44	$ 53,748.00		$ 53,748.00
Oct-21		1	1	$ 3,207.00		$ 3,207.00
Nov-21		2	2	$ 6,414.00		$ 6,414.00
Dec-21		4	4	$ 6,588.00		$ 6,588.00
Total 2021	**45.22**	**124**	**320.92**	**$494,566.87**	**$9,750.00**	**$484,816.87**



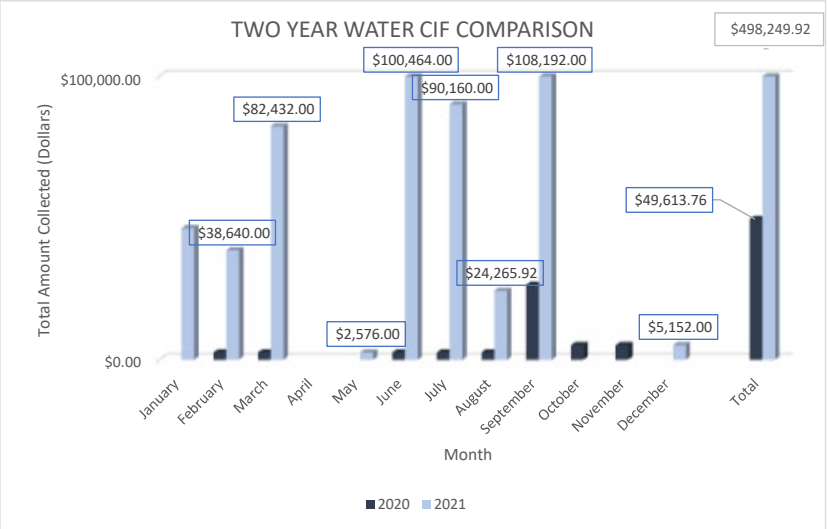
Charles Town Utility Board
2022 Capacity Improvement Fee Collections/EDU for Sewer

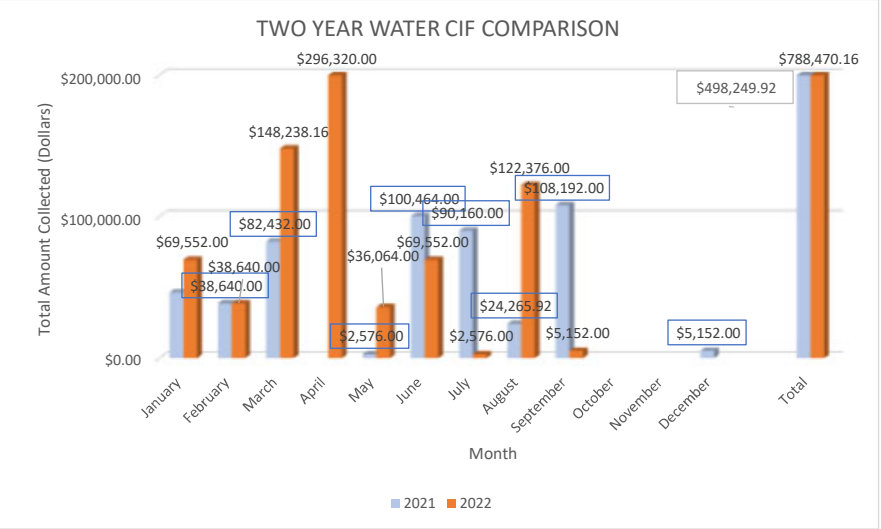
Month	Commercial	Residential	Total Number of EDU's	Total Sewer CIF Collected	CIF Paid to Ranson	Total
Jan-22	1.53	29.03	30.56	$ 71,735.60		$ 71,735.60
Feb-22		17	17	$ 23,319.00		$ 23,319.00
Mar-22	146.59	34	180.59	$ 662,151.32		$ 662,151.32
Apr-22		129	129	$ 389,396.00	$ 32,500.00	$ 356,896.00
May-22		15	15	$ 43,950.00		$ 43,950.00
Jun-22		30	30	$ 87,900.00		$ 87,900.00
Jul-22	0.04	3	3.04	$ 10,072.80		$ 10,072.80
Aug-22		14	14	$ 41,020.00		$ 41,020.00
Sep-22	0.4	22	22.4	$ 90,007.00	$ 24,375.00	$ 65,632.00
Oct-22			0			$ -
Nov-22						
Dec-22						
Total 2022	**1.97**	**223**	**441.59**	**$1,419,551.72**	**$56,875.00**	**$1,362,676.72**



Charles Town Utility Board 2021 Capacity Improvement Fee Collections/EDU for Water				
Month	**Commercial**	**Residential**	**Total Number of EDU's**	**Total Water CIF**
Jan-21		18	18	$ 46,368.00
Feb-21		15	15	$ 38,640.00
Mar-21		32	32	$ 82,432.00
Apr-21				
May-21		1	1	$ 2,576.00
Jun-21	36	3	39	$ 100,464.00
Jul-21		35	35	$ 90,160.00
Aug-21	7.42	2	9.42	$ 24,265.92
Sep-21		42	42	$ 108,192.00
Oct-21				
Nov-21				
Dec-21		2	2	$ 5,152.00
Total 2021	**43.42**	**108**	**193.42**	**$ 498,249.92**

Charles Town Utility Board 2022 Capacity Improvement Fee Collections/EDU for Water				
Month	**Commercial**	**Residential**	**Total Number of EDU's**	**Total Water CIF**
Jan-22		27	27	$ 69,552.00
Feb-22		15	15	$ 38,640.00
Mar-22	39.35	30	69.35	$ 148,238.16
Apr-22	23.03	92	115.03	$ 296,320.00
May-22		14	14	$ 36,064.00
Jun-22		27	27	$ 69,552.00
Jul-22		1	1	$ 2,576.00
Aug-22	36	12	47.5	$ 122,376.00
Sep-22		2	2	$ 5,152.00
Oct-22				
Nov-22				
Dec-22				
Total 2022	**97.88**	**220**	**317.88**	**$ 788,470.16**





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	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	292.66	1.07	0.68	675,556	4,504

TUSCAWILLA WASTEWATER PLANT FLOW DATA						
YEAR	Total Design (MGD)	TOTAL ANNUAL FLOW (MG)	AVERAGE DAILY (MGD)	Total Design minus Average Daily	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	41.86	0.15	0.35	346,667	2,311

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	6,815

2020		
	Total	AVERAGE
JANUARY	39.05	1.26
FEBRUARY	36.74	1.27
MARCH	36.76	1.19
APRIL	33.32	1.11
MAY	35.50	1.15
JUNE	33.44	1.11
JULY	34.45	1.11
AUGUST	32.65	1.05
SEPTEMBER	32.43	1.08
OCTOBER	33.91	1.09
NOVEMBER	33.49	1.12
DECEMBER	37.96	1.22
Annual Total	419.7	1.15

2021		
	Total	AVERAGE
JANUARY	35.83	1.22
FEBRUARY	32.98	1.18
MARCH	36.39	1.17
APRIL	34.33	1.18
MAY	33.24	1.07
JUNE	36.24	1.21
JULY	30.99	1.00
AUGUST	29.94	0.97
SEPTEMBER	36.36	1.17
OCTOBER	29.97	0.97
NOVEMBER	30.12	1.00
DECEMBER	35.22	1.21
Annual Total	401.61	1.11

2022		
	Total	AVERAGE
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		
NOVEMBER		
DECEMBER		
Annual Total	292.66	1.07

2020		
	Total	AVERAGE
JANUARY		
FEBRUARY		
MARCH		
APRIL		
MAY		
JUNE		
JULY		
AUGUST	1.09	0.16
SEPTEMBER		
OCTOBER		
NOVEMBER		
DECEMBER		
Annual Total	1.09	0.16

2021		
	Total	AVERAGE
JANUARY	0.52	0.07
FEBRUARY	2.22	0.08
MARCH	4.22	0.14
APRIL	1.12	0.04
MAY	0.89	0.03
JUNE	3.37	0.11
JULY	3.9	0.13
AUGUST	3.6	0.12
SEPTEMBER	4.53	0.15
OCTOBER	3.94	0.13
NOVEMBER	3.73	0.12
DECEMBER	0.51	0.07
Annual Total	32.55	0.10

2022		
	Total	AVERAGE
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		
NOVEMBER		
DECEMBER		
Annual Total	41.86	0.15

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	Total Available (gpd)	Total Available (EDU's)
2019	2.8	644.32	1.77	1.03498	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	440.56	1.60	1.20	1,195,835	7,972

2020		
	Total	AVERAGE
JANUARY	53,689,445	1,731,918
FEBRUARY	49,700,448	1,713,809
MARCH	51,009,216	1,645,459
APRIL	46,966,864	1,565,562
MAY	50,753,036	1,637,195
JUNE	52,587,142	1,752,905
JULY	54,394,477	1,754,661
AUGUST	54,972,785	1,773,316
SEPTEMBER	50,996,141	1,699,871
OCTOBER	51,222,251	1,652,331
NOVEMBER	49,014,344	1,633,811
DECEMBER	50,338,278	1,623,815
Annual Total	615,644,427	1,682,054

2021		
	Total	AVERAGE
JANUARY	50,030,727	1,613,894
FEBRUARY	45,304,029	1,618,001
MARCH	50,881,983	1,641,354
APRIL	49,098,224	1,636,607
MAY	53,910,537	1,739,050
JUNE	53,051,728	1,711,346
JULY	53,198,248	1,716,073
AUGUST	54,959,872	1,772,899
SEPTEMBER	49,200,580	1,587,115
OCTOBER	49,336,781	1,591,509
NOVEMBER	45,777,260	1,476,686
DECEMBER	47,118,143	1,519,940
Annual Total	601,868,112	1,635,373

2022		
	Total	AVERAGE
JANUARY	47,918,736	1,545,766
FEBRUARY	43,703,896	1,580,853
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	1,694,832
OCTOBER		
NOVEMBER		
DECEMBER		
Annual Total	440,564,503	1,604,165

GLEN HAVEN WATER PLANT FLOW DATA						
YEAR	Total Design (MGD)	TOTAL ANNUAL FLOW (MG)	AVERAGE DAILY (MGD)	Total Design minus Average Daily	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	2.11	0.01	0.01	14,025	-

2020		
	Total	AVERAGE
JANUARY		
FEBRUARY		
MARCH		
APRIL		
MAY		
JUNE		
JULY		
AUGUST		
SEPTEMBER	283,900	9,158
OCTOBER	265,000	8,548
NOVEMBER	250,800	8,360
DECEMBER	243,500	7,855
Annual Total	1,043,200	8,480

2021		
	Total	AVERAGE
JANUARY	242,200	7,813
FEBRUARY	203,500	7,268
MARCH	241,800	8,636
APRIL	262,300	8,743
MAY	289,700	9,345
JUNE	276,500	8,919
JULY	302,900	9,771
AUGUST	302,900	9,771
SEPTEMBER	227,800	7,348
OCTOBER	285,100	9,197
NOVEMBER	227,200	7,329
DECEMBER	201,500	6,500
Annual Total	3,063,400	8,387

2022		
	Total	AVERAGE
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	7,387
OCTOBER		
NOVEMBER		
DECEMBER		
Annual Total	2,106,000	7,575

CAVALAND WATER PLANT FLOW DATA						
YEAR	Total Design (MGD)	TOTAL ANNUAL FLOW (MG)	AVERAGE DAILY (MGD)	Total Design minus Average Daily	Total Available (gpd)	
2020	0.036	0.59	0.00	0.03	31,210	
2021	0.036	1.91	0.01	0.03	30,766	
2022	0.036	1.33	0.00	0.03	31,220	

2020		
	Total	AVERAGE
JANUARY		
FEBRUARY		
MARCH		
APRIL		
MAY		
JUNE		
JULY		
AUGUST		
SEPTEMBER	141,900	4,577
OCTOBER	140,300	4,526
NOVEMBER	151,500	5,050
DECEMBER	155,200	5,006
Annual Total	588,900	4,790

2021		
	Total	AVERAGE
JANUARY	150,900	4,868
FEBRUARY	132,900	4,746
MARCH	145,800	5,207
APRIL	152,900	5,097
MAY	177,900	5,739
JUNE	159,000	5,129
JULY	169,600	5,471
AUGUST	177,300	5,719
SEPTEMBER	175,600	5,665
OCTOBER	176,000	5,677
NOVEMBER	151,200	4,877
DECEMBER	143,000	4,613
Annual Total	1,912,100	5,234

2022		
	Total	AVERAGE
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	4,617
OCTOBER		
NOVEMBER		
DECEMBER		
Annual Total	1,328,900	4,780

Charles Town Water Department
Revenue & Expense Summary
8/31/2022

Annual Budget		Y-T-D Budget	Y-T-D Actual	Difference
	REVENUES			
2,650,000	Metered Sales - Residential	441,667	445,788	4,121
1,340,000	Metered Sales - Commercial	223,333	217,946	(5,388)
105,000	Metered Sales - Glen Haven/Cavaland	17,500	17,253	(247)
20,000	Sale for Resale - Bulk Water	3,333	8,361	5,027
80,000	Forfieted Discounts	13,333	13,499	165
30,000	Misc. Service Rev - Reconnection / Tap Fees	5,000	4,700	(300)
525,000	Tank Lot Rental Income	87,500	134,338	46,838
8,000	Interest Income	1,333	1,602	269
2,000	Sinking Fund Income	333	-	(333)
85,000	Miscellaneous Income	14,167	6,751	(7,416)
0	CIF & CAC Revenue	-	127,528	127,528
0	Checking Acct @ 6/30/22	-	635,062	635,062
4,845,000	**TOTAL REVENUES**	807,500	1,612,827	805,327
	EXPENSES			
15,000	Supplies & Expense	2,500	9,606	7,106
20,000	Maint of Water Source	3,333	1,480	(1,853)
350,000	Operation Labor - WTP	58,333	58,807	474
125,000	Power & Fuel - WTP	20,833	21,179	346
6,000	Power & Fuel - WTP GH/CAV	1,000	647	(353)
130,000	Chemicals	21,667	32,491	10,825
40,000	Testing	6,667	10,640	3,974
20,000	Supplies & Expense - WTP	3,333	6,031	2,698
10,000	Supplies & Expense - GH/CAV	1,667	887	(779)
100,000	Maint of Water Treatment Plant	16,667	5,983	(10,683)
10,000	Maint of Water Plant - GH/CAV	1,667	-	(1,667)
446,000	Maintenance Labor	74,333	68,822	(5,511)
20,000	Supplies & Expense - Maint	3,333	3,950	617
100,000	Maint Dist Reservior & Standpipes	16,667	8,129	(8,537)
150,000	Maint of Mains	25,000	1,576	(23,424)
200,000	Maint of Services	33,333	22,344	(10,990)
175,000	Maint of Meters	29,167	15,012	(14,154)
20,000	Maint of Hydrants	3,333	909	(2,424)
162,000	Accounting & Collecting Labor	27,000	27,986	986
20,000	Supplies & Expense - Acct & Collect	3,333	2,829	(504)
15,000	Bad Debt Expense	2,500	(396)	(2,896)
125,000	Admin & General Salaries	20,833	17,037	(3,797)
187,000	Employee Insurance & Benefits	31,167	26,217	(4,950)
97,000	Employee Pension Expense	16,167	12,849	(3,318)
83,000	Payroll Taxes - FICA Tax Expense	13,833	13,311	(523)
10,000	OPEB (other post empl benefits)	1,667	1,899	232

Charles Town Water Department
Revenue & Expense Summary
8/31/2022

15,000	Employee 457 Expense	2,500	2,083	(417)
114,000	Office Supplies & Other Expense	19,000	14,566	(4,434)
15,000	Maintenance of General Property	2,500	463	(2,037)
45,000	Contractual Services - Engineering	7,500	9,485	1,985
20,000	Contractual Services - Accounting	3,333	-	(3,333)
15,000	Contractual Services - Legal	2,500	5,791	3,291
85,000	Contractual Services - Other	14,167	18,523	4,357
55,000	Transportation Expense	9,167	11,024	1,857
80,000	Property Insurance	13,333	60	(13,273)
35,000	Injuries & Damages	5,833	7,894	2,061
20,000	Regulatory Commission Expense	3,333	445	(2,888)
6,000	Bond Administration Fees	1,000	-	(1,000)
10,000	Misc General Expense	1,667	430	(1,236)
1,165,000	Depreciation Expense	194,167	194,167	0
445,000	Interest on Long Term debt	74,167	-	(74,167)
78,000	Amortization of Debt Discount & Exp	13,000	13,000	-
4,839,000	**TOTAL EXPENSES**	806,500	648,157	(158,343)

6,000	Excess (Deficit)	1,000	964,670	
	Reconciliation to Cash:			
	Cash Balance @ 6/30/22		635,062	
	Disbursements To Date		(907,351)	
	Expenses		648,157	
	Deposits To Date		907,845	
	Revenues		(1,612,827)	
	CASH BALANCE @ 8/31/2022		635,557	
			635,557	Water Operating
			0	
	Water Capacity Improvement Fees		2,840,498	
	Water Renewal & Replacement		795,804	
	Water Working Capital Fund		383,404	

Charles Town Sewer Department
Revenue & Expense Summary
8/31/2022

Annual Budget		Y-T-D Budget	Y-T-D Actual	Difference
	REVENUES			
2,400,000	CTUB Service Revenue	400,000	401,820	1,820
1,440,000	Sewer Service Revenue - Ranson	240,000	234,779	(5,221)
2,485,000	Sewer Service Revenue - JCPSD	414,167	422,306	8,140
40,000	Customer Forfieted Discounts	6,667	6,647	(20)
25,000	Customer Forfieted Discounts- RA	4,167	3,914	(253)
40,000	Customer Forfieted Discounts- PSD	6,667	6,915	248
40,000	Misc. Sewer Revenues	6,667	3,359	(3,308)
0	CIF & CAC Revenues	-	51,769	51,769
8,000	Interest Income	1,333	2,167	834
2,000	Sinking Fund Income	333	-	(333)
0	Checking Acct @ 6/30/22	-	2,351,976	2,351,976
6,480,000	**TOTAL REVENUES**	1,080,000	3,485,652	2,405,652
	EXPENSES			
20,000	Supplies & Expense	3,333	684	(2,649)
50,000	Maint of Service Connections	8,333	4,359	(3,974)
250,000	Maint of Collecting & Trans. Mains	41,667	74,062	32,395
370,000	Operation Labor	61,667	54,457	(7,210)
135,000	Power & Fuel	22,500	18,712	(3,788)
25,000	Supplies & Expense	4,167	4,145	(21)
250,000	Maint of Pump Stations	41,667	28,131	(13,535)
244,000	Operation Labor	40,667	47,111	6,445
130,000	Power - CT Plant	21,667	20,757	(910)
80,000	Power - TUI	13,333	12,173	(1,160)
10,000	Power - Deerfield	1,667	998	(668)
155,000	Chemical Expense - CT	25,833	9,247	(16,586)
20,000	Chemical Expense - TUI	3,333	-	(3,333)
35,000	Testing - CT	5,833	9,032	3,199
7,000	Testing - TUI	1,167	4,297	3,130
102,000	Supplies & Expense	17,000	20,764	3,764
120,000	Maint. Burns Farm	20,000	16,110	(3,890)
200,000	Maint. Treatment Plant - CT	33,333	3,753	(29,580)
90,000	Maint. Treatment Plant - TUI	15,000	3,536	(11,464)
15,000	Maint. Treatment Plant - Deerfield	2,500	1,024	(1,476)
212,000	Billing, Collecting & Accounting Labor	35,333	36,026	693
150,000	Billing Fees Expense	25,000	15,086	(9,915)
15,000	Bad Debt Expense	2,500	5,454	2,954
188,000	Admin. & General Salaries	31,333	37,285	5,952
170,000	Employee Insurance & Benefits	28,333	27,800	(533)
92,000	Employee Pension Expense	15,333	13,363	(1,971)
78,000	Payroll Taxes - FICA Tax Expense	13,000	13,386	386
8,000	OPEB (other post empl. benefits)	1,333	2,021	688

Charles Town Sewer Department
Revenue & Expense Summary
8/31/2022

14,000	Employee 457 Expense	2,333	2,006	(327)
135,000	Office Supplies & Expense	22,500	15,337	(7,163)
35,000	Maint. of General Property	5,833	91	(5,742)
60,000	Contractual Services - Engineering	10,000	6,464	(3,536)
32,000	Contractual Services - Accounting	5,333	375	(4,958)
170,000	Contractual Services - Legal	28,333	14,692	(13,642)
83,000	Contractual Services - Other	13,833	1,507	(12,327)
65,000	Transportation Expense	10,833	12,379	1,545
110,000	Insurance	18,333	60	(18,273)
32,000	Worker's Comp	5,333	7,287	1,954
30,000	Regulatory Commission Expense	5,000	1,158	(3,842)
65,000	Bond Administration Fees	10,833	-	(10,833)
10,000	Misc. General Expense	1,667	1,108	(558)
1,985,000	Depreciation Expense	330,833	330,833	(0)
325,000	Interest on Long Term Debt	54,167	-	(54,167)
57,000	Amort. Of Debt Discount & Expense	9,500	9,500	-
6,429,000	**TOTAL EXPENSES**	1,071,500	886,570	(184,930)
51,000	**Excess (Deficit)**	8,500	2,599,082	
	Reconciliation to Cash:			
	Cash Balance @ 6/30/22		2,351,976	
	Disbursements To Date		(951,070)	
	Expenses		886,570	
	Deposits To Date		1,052,675	
	Revenues		(3,485,652)	
	CASH BALANCE 8/31/2022		2,453,581	
			2,453,581	Sewer Operating
			-	
	Sewer Capacity Improvement Fees		3,784,548	
	Sewer Renewal & Replacement		731,819	
	Sewer Working Capital Fund		705,532	

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT		AMOUNT
USA BLUEBOOK	AMMONIA & MONO-CHLORAMINE	WATER FUND	WATER		634.41
				TOTAL:	634.41
WAKEFIELD & ASSOCIATES INC	SEPT COLLECTIONS	WATER FUND	WATER		64.65
	SEPT COLLECTIONS	SEWER FUND	SEWER		64.64
				TOTAL:	129.29

FUND TOTALS		
50	WATER FUND	53,154.35
60	SEWER FUND	139,677.12
	GRAND TOTAL:	192,831.47

TOTAL PAGES: 4

APPROVED BY: _____

APPROVED BY: _____

This Packet: $ 192,831.47

Security Deposit Refunds: 2,276.86

Total: $ 195,108.33

Note:

Highlighted invoice is for the Collection System Project;

Highlighted invoice is to be reimbursed with Capacity Improvement Fees

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	275.00
THOMAS NALLS	AUG TANK LOT RENT	WATER FUND	NON-DEPARTMENTAL	3,765.84
	SEPT TANK LOT RENT	WATER FUND	NON-DEPARTMENTAL	3,765.84
			TOTAL:	7,531.68
LOGICAL CONCEPTS, INC	FLNGSPRGS,GRNFLDSTH4-5,BUR	SEWER FUND	SEWER	427.00
	BRIAR RUN 1	SEWER FUND	SEWER	12.50
			TOTAL:	439.50
PACE ANALYTICAL SERVICES, LLC	TESTING: TUSC WKLY	SEWER FUND	SEWER	108.60
	TESTING: CT WKLY	SEWER FUND	SEWER	192.22
	TESTING: TUSC WKLY	SEWER FUND	SEWER	108.60
			TOTAL:	409.42
PETTY CASH @ 661 S GEORGE ST	PETTY CASH- MISC RECEIPTS	WATER FUND	WATER	8.66
	PETTY CASH- MISC RECEIPTS	WATER FUND	WATER	15.45
	PETTY CASH- MISC RECEIPTS	SEWER FUND	SEWER	62.88
	PETTY CASH- MISC RECEIPTS	SEWER FUND	SEWER	81.33
			TOTAL:	168.32
RK & K ENGINEERS	TO9 PNTWTRLN & TO10 XSN2TN	WATER FUND	WATER	6,925.24
	TO5 KNGSXNG & HLLSDE	SEWER FUND	NON-DEPARTMENTAL	6,824.29
	TO12FRSTAVE/FRFXXNG/LKLNDP	SEWER FUND	NON-DEPARTMENTAL	4,246.04
			TOTAL:	17,995.57
LAW OFFICES OF HOY SHINGLETON, L.C.	GENERAL 9/12 - 9/28/22	SEWER FUND	SEWER	2,618.00
	SHEN JCT 9/19/22	SEWER FUND	SEWER	510.00
	WVAW 9/22/22	SEWER FUND	SEWER	170.00
			TOTAL:	3,298.00
SPRINT	MONTHLY CELL SERVICE	WATER FUND	WATER	186.78
	MONTHLY CELL SERVICE	SEWER FUND	SEWER	238.86
			TOTAL:	425.64
GERALD TAYLOR CO., INC.	VAC / TRANSPORT	WATER FUND	WATER	1,406.28
			TOTAL:	1,406.28
THE CI THORNBURG CO, INC.	CHLORINE	WATER FUND	WATER	2,340.00
			TOTAL:	2,340.00
GEORGIA DEPARTMENT OF REVENUE	UNCLAIMED PROPERTY RY 2022	WATER FUND	NON-DEPARTMENTAL	63.12
			TOTAL:	63.12
HOLDER COMPLIANCE SUPERVISOR	UNCLAIMED PROPERTY RY 2022	WATER FUND	NON-DEPARTMENTAL	340.50
			TOTAL:	340.50
MISSOURI STATE TREASURER'S OFFICE	UNCLAIMED PROPERTY RY 2022	WATER FUND	NON-DEPARTMENTAL	10.17
			TOTAL:	10.17
COMMONWEALTH OF PA-UNCLAIMED PROPERTY	UNCLAIMED PROPERTY RY 2022	WATER FUND	NON-DEPARTMENTAL	40.71
			TOTAL:	40.71
WEST VIRGINIA STATE TREASURER'S OFFICE	UNCLAIMED PROPERTY RY 2022	WATER FUND	NON-DEPARTMENTAL	1,445.89
			TOTAL:	1,445.89

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT		AMOUNT
CORE & MAIN	VLVBXWLD,BLLCRBFT,MJTEE,DC	WATER FUND	WATER		1,576.80
	1-1/2 VALVE BOX RISER IMP	WATER FUND	WATER		119.88
	GT114 3/4 RUBBER MTR GASKE	WATER FUND	WATER		58.00
				TOTAL:	1,754.68
COYNE CHEMICAL	ZETAG 8868 FS	SEWER FUND	SEWER		9,246.86
				TOTAL:	9,246.86
CRYSTAL SPRINGS	MONTHLY SVC@ 661 & WWTP	WATER FUND	WATER		102.16
	MONTHLY SVC@ 661 & WWTP	SEWER FUND	SEWER		77.72
				TOTAL:	179.88
D.R. HORTON, INC.	SEWER UPSIZING PER AMEA	SEWER FUND	NON-DEPARTMENTAL		7,500.00
				TOTAL:	7,500.00
WV DEPT OF HEALTH & HUMAN SERVICES	FLOURIDE TEST	WATER FUND	WATER		15.00
	BACTERIOLOGICAL TEST	WATER FUND	WATER		180.00
	BACTERIOLOGICAL TEST	WATER FUND	WATER		100.00
				TOTAL:	295.00
ENCOVA INSURANCE	INSTALLMENT	WATER FUND	WATER		2,855.32
	INSTALLMENT	SEWER FUND	SEWER		2,635.68
				TOTAL:	5,491.00
FIFTH THIRD BANK	PCARD 4726	WATER FUND	WATER		1,040.30
	PCARD 4726	WATER FUND	WATER		1,198.12
	PCARD 4726	WATER FUND	WATER		739.89
	PCARD 4726	WATER FUND	WATER		470.30
	PCARD 4726	WATER FUND	WATER		1,378.00
	PCARD 4726	SEWER FUND	SEWER		1,235.03
	PCARD 4726	SEWER FUND	SEWER		2,491.07
	PCARD 4726	SEWER FUND	SEWER		307.36
	PCARD 4726	SEWER FUND	SEWER		430.30
	PCARD 4726	SEWER FUND	SEWER		863.74
				TOTAL:	10,154.11
GUTTMAN ENERGY	W/E 9/25/22	WATER FUND	WATER		447.33
	W/E 10/02/22	WATER FUND	WATER		746.18
	W/E 9/25/22	SEWER FUND	SEWER		1,043.90
	W/E 9/25/22	SEWER FUND	SEWER		44.87
	W/E 10/02/22	SEWER FUND	SEWER		1,031.71
				TOTAL:	3,313.99
PROTOUCH COMMUNICATIONS, LLC	SEPT SVCS: AFTER-HRS EMERG	WATER FUND	WATER		52.25
	SEPT SVCS: AFTER-HRS EMERG	SEWER FUND	SEWER		52.25
				TOTAL:	104.50
INWOOD QUARRY, INC.	I10 & C1 PICKUPS: 10/05/22	WATER FUND	WATER		687.93
				TOTAL:	687.93
IRON MOUNTAIN, INC	SHREDDING, STORAGE	WATER FUND	WATER		332.68
	SHREDDING, STORAGE	SEWER FUND	SEWER		332.69
				TOTAL:	665.37
DONALD MICKEY	9/28 MOWING SMMTPT & PLYGR	WATER FUND	WATER		137.50
	9/28 MOWING SMMTPT & PLYGR	SEWER FUND	SEWER		137.50

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
A & H EQUIPMENT	ROVER CAMERA & ACCESSORIES	SEWER FUND	NON-DEPARTMENTAL	80,940.00
			TOTAL:	80,940.00
AMERIGAS	TANK RENTAL: 71 ODEN DR	SEWER FUND	SEWER	167.64
			TOTAL:	167.64
NEAL O NILSEN	OFFICE 365 BASIC - 23 USER	WATER FUND	WATER	69.00
	OFFICE 365 BASIC - 23 USER	WATER FUND	WATER	69.00
	OFFICE 365 BASIC - 23 USER	WATER FUND	WATER	69.00
	OFFICE 365 BASIC - 23 USER	WATER FUND	WATER	69.00
	OFFICE 365 BASIC - 23 USER	SEWER FUND	SEWER	69.00
	OFFICE 365 BASIC - 23 USER	SEWER FUND	SEWER	69.00
	OFFICE 365 BASIC - 23 USER	SEWER FUND	SEWER	69.00
	OFFICE 365 BASIC - 23 USER	SEWER FUND	SEWER	69.00
			TOTAL:	552.00
AUTOZONE	WATER TRUCK	WATER FUND	WATER	133.19
			TOTAL:	133.19
JP & RF BURNS PARTNERSHIP	SEPT LOADS - 38	SEWER FUND	SEWER	6,802.00
			TOTAL:	6,802.00
CHAMPION INDUSTRIES, INC	PRINTING SVCS SEPT	WATER FUND	WATER	683.14
	PRINTING SVCS SEPT	WATER FUND	WATER	252.30
	POSTAGE 4 PRINTING SVCS SE	WATER FUND	WATER	1,999.92
	PRINTING SVCS SEPT	SEWER FUND	SEWER	683.14
	PRINTING SVCS SEPT	SEWER FUND	SEWER	252.30
	POSTAGE 4 PRINTING SVCS SE	SEWER FUND	SEWER	1,999.93
			TOTAL:	5,870.73
CHARLES TOWN UTILITY BOARD	SEPT FUNDING	WATER FUND	NON-DEPARTMENTAL	11,273.15
			TOTAL:	11,273.15
CITY NATIONAL BANK	LOCKBOX SVCS: SEPT	WATER FUND	WATER	161.80
	LOCKBOX SVCS: SEPT	SEWER FUND	SEWER	161.80
			TOTAL:	323.60
CITY OF CHARLES TOWN	2008 JEEP COMMANDER	WATER FUND	WATER	2,500.00
	AUG UTILITIES @ 661 S GEOR	WATER FUND	WATER	678.66
	OCT RENT@ 661 S GEORGE ST	WATER FUND	WATER	1,275.00
	2008 JEEP COMMANDER	SEWER FUND	SEWER	2,500.00
	AUG UTILITIES @ 661 S GEOR	SEWER FUND	SEWER	678.66
	OCT RENT@ 661 S GEORGE ST	SEWER FUND	SEWER	1,275.00
			TOTAL:	8,907.32
CLIFFS CLEANING SERVICE	SEPT CLEANING	WATER FUND	WATER	125.00
	SEPT CLEANING	WATER FUND	WATER	365.00
	SEPT CLEANING	SEWER FUND	SEWER	200.00
	SEPT CLEANING	SEWER FUND	SEWER	100.00
	SEPT CLEANING	SEWER FUND	SEWER	365.00
			TOTAL:	1,155.00
COMCAST BUSINESS	8299 31 008 0138502	WATER FUND	WATER	180.01
	8299 31 008 0138502	SEWER FUND	SEWER	180.01
			TOTAL:	360.02