CHARLES TOWN UTILITY BOARD
AGENDA

WEDNESDAY, MAY 27, 2020

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

CALL TO ORDER

1. **APPROVAL OF MINUTES**
   Approval of the May 13, 2020 Regular Meeting Minutes
   UB Minutes May 13, 2020.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.

   Until such time as Governor Justice revokes Executive Order 09-20 or any subsequent executive order that is primarily intended to address the public health emergency and spread of COVID-19 by restricting public gatherings and invoking physical distancing, public access to the meeting room will be restricted. Members of the public may still submit written comments to kstolipher@ctubwv.com that will be read aloud. Up to 20 minutes of time will be allotted for reading public comments

3. **ACTION ITEM(S)**
   a. Third Lease Amendment for Verizon at Keyes Ferry ($0 amendment to allow Verizon to replace certain antennas and reduce their allowable loading under the lease)
      WV-001_Keyes Ferry_Lease Tenant_VZW 3rd Amend_PE.pdf

4. **REPORT(S)**
   a. RK&K Project Summary Update
      RKK- Project Summary.pdf

5. CHAIRMAN'S REQUESTS
   a. Update on City Council Resolution Regarding Special Emergency Pay
   b. Personnel Hiring Action - Update on Search
   c. CTUB Mission Statement

6. **UTILITY MANAGER REPORT**

a. Briefing by Hoy Shingleton – Alternate Sewer Mainline Agreement filed November 12, 2002 and approved by the WV Public Service Commission in Case No. 02-1791-PSD-PC by and between the Jefferson County Public Service District and Robert K. Wormald, Inc. and subsequently amended August 7, 2017, as relates to current request from Beallair.
(Possible Executive Session of the Board pursuant to the following statutory exception to the Open Governmental Proceeds Act):
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.
02-1791 RD.pdf
Beallair AMEA and Amendment.pdf

b. Richard Lewis – Briefing on Jefferson County Foundation, Inc. et al. v. WVDEP, Appeal No. 20-04-EQB and Rural Agricultural Defenders, et al. v. WVDEP, Appeal No. 20-05-EQB
(Possible Executive Session of the Board pursuant to the following statutory exception to the Open Governmental Proceeds Act):
WV State Code Section §6-9A-4(b)(12) – To discuss a matter of ongoing litigation

7. **APPROVAL OF BILLS**

8. **ADJOURNMENT**

May 13, 2020

The Charles Town Utility Board held a regular meeting on May 13, 2020 at 4:00 p.m. at 661 S. George Street. Members of the Board present were Daryl Hennessy, Pete Kubic, Kevin Tester, and Jacquelyn Milliron. Also present were Jane Arnett, Kristen Stolipher, April Shultz and Hoy Shingleton. The Chairman called for changes or corrections to the April 8, 2020 regular meeting minutes. Jacquelyn had several comments. The Board approved the minutes as revised per Jacquelyn's changes. No public comment was received.

Next discussed was Resolution No. 2020-05 – Resolution of the Charles Town Utility Board – Approval of FY21 Water and Sewer Budgets. The Manager briefed the Board on both the water and sewer budgets, noting neither takes into account any COVID-19 impacts. Both budgets are above the 115% for bond coverage and have been reviewed by John Kunkle. Jacquelyn had several questions. By motion from Pete, second by Kevin, the Board approved Resolution No. 2020-05.

The Chairman next opened the floor for discussion on RK&K Task Order No. 5 – Sewer Model. Kristen stated two bids were received to conduct a Sewer Model. Of the two, RK&K and Dewberry, RK&K was the lowest bidder. Staff recommends moving forward with RK&K, but it is ultimately up to the Board. John Cole mentioned his firm will create a base line model on the collection system as a whole and allow staff to expand on that. This model will assist in the evaluation of Capacity Improvement Fees. Jacquelyn had several questions and requested a briefing of the Board in addition to the staff briefing. She also made the comment that as a Utility, unnecessary spending on new capacity, with limited staff and resources, during emergency times is not acceptable at this time. With this reasoning, Jacquelyn was against this proposal and suggested a discussion on the Utility's Mission Statement. By motion from Kevin, second by Pete, the Board approved RK&K Task Order No. 5. Jacquelyn voted against the motion.

The Chairman next moved to the Letter of Support for the Safe Drinking Water Collaborative with discussions from Tanner Heid. This item was on the agenda a couple of months ago with questions of legal relationships. Since that time, it has been found that no legal issues or conflicts exist and the Chairman is in favor of sending a letter of support for a specific $25,000 grant as explained by Tanner. By motion from Jacquelyn, second by Pete, the Board approved the Letter of Support for the Safe Drinking Water Collaborative grant.

Next discussed was the Route 9 Sewer Project Draw Resolution No. 3 – Contractor Pay Application No. 003, Hatch Invoices, and CTUB Reimbursement. Kristen provided an update on the project progress and noted that Pay Application 3 includes an invoice from Snyder, 2 Hatch invoices, an invoice from Toole Design, and CTUB Reimbursement. Jacquelyn had several questions on the Schedule B. By motion from Jacquelyn, second by Kevin, the Board approved the Route 9 Sewer Project Draw Resolution No. 3. The Board also discussed Route 9 Sewer Project – Change Order No. 05. Kristen noted the change order reduces the contract price by $26,160.87. Jacquelyn had several questions regarding the changes. By motion from Kevin, second by Jacquelyn, the Board approved Change Order No. 5.

The Chairman next opened the floor for discussion on the Sewer User Agreement – USDA. Kristen mentioned that discussions on this agreement started about a year and a half ago and staff finally has a signed version for the Board to approve. The Board has approved other Sewer User Agreements with industrial users, including Royal Vendors, DALB, Apple Valley Waste and the Jefferson County School bus garage. Jacquelyn questioned why the other party

signs the agreement before it is approved by the Board. The Chairman explained that with this protocol, the Chairman executes the agreement last and after both parties have reviewed and approved. By motion from Kevin, second by Pete, the Board approved the Sewer User Agreement with USDA.

The Manager next discussed her Manager's Report. She explained the transaction timeline for the 2020A Bond is still on track to be presented to City Council at the June 2nd meeting for final passage. She also noted that gallons treated for water and wastewater are also down, the 1st notable finding of the COVID-19 impact. She updated the Board on current projects and mentioned the City Council will take action on the 18th on a Resolution to remove the special pay as part of COVID-19.

The Chairman noted that as mentioned by the Manager, he is working on a Resolution to present to Council on May 18th to lift the emergency pay and have all employees operating on the same set of standards. Social distancing and other safe practices will still be encouraged. Also discussed by the Chairman were the next steps to hire a Utility Manager. The current Manager's contract expires in August. He believes they have a solid job description and are ready to prepare a job posting for the end of the month. He does not believe a search firm is needed to search for candidates nationally as he has access to national outlets. The Board agreed.

By motion from Kevin, second by Pete, with discussion from Jacqulyn, the Board approved the payment of bills. The May 13, 2020 regular meeting adjourned at 6:09 p.m. The May 27th regular meeting will be held at the CTUB office located at 661 S. George Street.

_____ _____

Chairman Secretary

THIRD 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 Third Amendment to Lease Agreement (the "Third Amendment"), dated as of _____, 2020, is made and entered into by and between CELLCO PARTNERSHIP d/b/a Verizon Wireless ("Tenant"), a Delaware General Partnership, with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920; 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 January 21, 2008 (the "Agreement") pursuant to which Tenant is leasing from Landlord space on Landlord's water tank (the "Tank") and within Landlord's Property located at 475 Keyes Ferry Road, 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 dated as of June 12, 2013 (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 the Agreement and First Amendment, and Landlord is amenable to such changes in configuration in accordance with the terms thereof; and

WHEREAS Landlord and Tenant are parties to that Second Amendment dated as of September 9, 2015 (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 the Agreement, First Amendment and Second Amendment, and Landlord is amenable to such changes in configuration in accordance with the terms thereof; and

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

NOW, THEREFORE, in consideration of the foregoing 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 4(a) is hereby deleted in its entirety and the following are hereby incorporated into the Agreement in lieu thereof:

4. RENT. (a) In consideration of Lessor's consent to the equipment modifications referenced in Exhibit 2 of this Third Amendment, the monthly rent is hereby affirmed for the current term expiring January 31, 2024 and shall be Three Thousand Fourteen Dollars and Thirty-Four Cents ($3,014.34). On each February 1st 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.

2. **Exhibit 2** to the Agreement is hereby deleted in its entirety, and the new **Exhibit 2** to the Agreement, the Colocation Application of Tenant, is hereby incorporated into the Agreement in lieu thereof.

3. **Exhibit 3** to the Agreement is hereby deleted in its entirety, and the new **Exhibit 3** to the Agreement, the Tenant As-Built Construction Drawings, is hereby incorporated into the Agreement in lieu thereof.

4. 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.

5. 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.

Tenant GL/Site Name:180079/Charles Town

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

Witness

Melissa Ford

Print Name: Melissa Ford

TENANT:

CELLCO PARTNERSHIP d/b/a Verizon Wireless

By: _____

Name: Thomas O'Malley

Title: Director - Network Field Engineering

5/6/2020

Witness

_____

Print Name: _____

LANDLORD:

CITY OF CHARLES TOWN
a Municipal Corporation

By: _____

Name: _____

Title: _____

EXHIBIT 2

CO-LOCATION APPLICATION OF TENANT

[See Attached Co-location Application of Tenant]

☐ NEW LEASE ☑ AMENDMENT TO EXISTING LEASE ☐ ANCHOR TENANT ☐ RECONTRACT

INTERNAL USE ONLY	
APP VERSION #	1
LEASE #	9
AMENDMENT #	3

PLEASE RETURN THIS APPLICATION VIA EMAIL TO:			
Wireless Networks Group, Inc. 2926 Rohrersville Road Rohrersville, Maryland 21779-1214 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:	3/4/2020
		Revision Dates:	3/5/2020
		OPS Approval:	4/27/2020

APPLICANT / CARRIER INFORMATION			
Carrier Name:	Verizon Wireless	**Contact Name:**	Tom King
Carrier Site Number:		**Contact Number:**	443-610-7705
Carrier Site Name:	Charles Town	**Contact Fax:**	
Carrier Legal Entity Name:	Cellco Partnership	**Contact Address:**	6095 Marshalee Dr 3rd Floor Elkridge, MD 21075
State of registration:	DE		
Type of entity (LP, LLC, Corp) d/b/a (If applicable)	Partnership		
Notice Address for Lease:	Cellco Partnership dba Verizon Wireless 180 Washington Valley Road Bedminster, NJ 07921 Attention: Network Real Estate	**Contact E-mail:**	tking@nbcllc.com
With copies to:		**Additional E-mail:**	
Carrier Invoice Address:	10170 Junction Drive,Suite 300,Annapolis Juncti	**Desired Install Date:**	May 2020
Carrier Invoice Contact - Name, Title, Phone No.	Kellie Gaither, Project Coodinator, 410.712.7092 e	**Carrier NOC#**	800-852-2671

ADDITIONAL CONTACT INFORMATION	
Leasing Contact Name/Number:	Tom King / 443-610-7705
RF Contact Name/Number:	Luke Neiswander / 443-257-3744
Construction Contact Name/Number:	Robin Brown / 410-703-8010
Emergency Contact Name/Number:	NOC / 800-852-2671

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.)		LTE
TX Frequency (MHz)	Licensed	746-757 / 2145-2155
RX Frequency (MHz)	Licensed	776-787 / 1745-1755
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

Remove 12 existing panel antennas. Install 6 new replacement antennas and 3 new RRU's (total 6 RRU's) comprising the Permitted Use.

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	167	167	Pipe Mount	6	CSS Antenna	X7-FRO-860	96 x 14.6 x 8.0 inches	40	4,124, 244	No
Panel	167	167	Pipe Mount	6	Antel	AXP 16-80	69 x 6.7 x 4.1 inches	19.2	4, 124, 244	No
RRU	167	167	Pipe Mount	3	Nokia	B13 RRH 4x30	20.9 x 11.8 x 7.2 inches	55.6	4,124, 244	Yes
MW	145	145	Pipe Mount	1	Andrew	HE4-107			36	Yes
Surge Suppressor	167	167	Pipe Mount	1	RFS	DBB1-6C-12AB-0Z	28.93x15.73x10.3 in.	32	36	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	13		Yes	No changes to any cable from shelter to antennas
Hybrid	1 1/4	1		Yes	

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	163	163	Pipe Mount	6	JMA Wireless	MX06FRO860-02	95.9 x 15.4 x 10.7 inches	79	4,124,244
RRU	163	163	Pipe Mount	3	Nokia	B13 RRH 4x30	20.9 x 11.8 x 7.5 inches	55.6	4,124,244
RRU	163	163	Pipe Mount	3	Nokia	Dual RRH B2/B66a 320W	22.05 x 12.13 x 7.12 inches	79.36	4,124,244
Surge Suppressor	163	163	Pipe Mount	1	RFS	DBB1-6C-12AB-0Z	28.93 x 15.73 x 10.3 inches	32	36
MW	145	145	Pipe Mount	1	Andrew	HE4-107			36

PROPOSED LINES Applicant's Proposed Lines and Specifications				
Line Type	Line Size (Inches)	Total # of Lines	Coax interior or exterior (for monopoles)	Comments:
Coax	1 5/8	13		
RET Home Run Cable				
Fiber	1 1/4	1		
DC Power				

PROPOSED FINAL CONFIGURATION TOTALS	
EQUIPMENT TYPE	TOTAL
Panel Antennas	6
Omni/Whip Antennas	
RRU	6
TMA	
Diplexer / Triplexer	
Bias T	
Surge Suppressor	1
MW Dish	1
Ice Shield	
ODU	
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	13
Hybrid	1
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**	30	X	16	(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)	20	X	12	Cabinet Installation Type	Tenant Shelter		
Shelter Pad Dimensions	10	X	4	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?:		Generator Fuel Type		Generator Size	
Generator Pad Dimensions	10' x 4'		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	Fiber	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 3

TENANT AS-BUILT CONSTRUCTION DRAWINGS

[See Attached Final Approved CD's to be Replaced by As-Built Construction Drawings]

CELLCO PARTNERSHIP d/b/a
VERIZON WIRELESS
CHARLES TOWN
ECP-9 CELL #586
2019 ANTENNA MODIFICATION
475 KEYES FERRY ROAD
CHARLES TOWN, WEST VIRGINIA 25414

STRUCTURAL ANALYSIS NOTE

ADVANTAGE ENGINEERS IS NOT RESPONSIBLE FOR DESIGN OR STRUCTURAL CERTIFICATION OF NEW OR EXISTING TOWER STRUCTURE REQUIRED FOR THE INSTALLATION OF THE PROPOSED EQUIPMENT ASSOCIATED WITH THIS PROJECT. PLEASE REFER TO THE STRUCTURAL ANALYSIS COMPLETED BY OTHERS FOR ALL STRUCTURAL INFORMATION RELATED TO THE TOWER

Approved 4/27/2020

OWNERS REVIEW BOX:

advantage engineers
7101 COLUMBIA GATEWAY DRIVE, SUITE A
COLUMBIA, MARYLAND 21046
PHONE: (443) 543-6500
FAX: (443) 543-6515

verizon
10170 JUNCTION DRIVE
ANNAPOLIS JUNCTION,
MARYLAND 20701

SAC : NB+C
CONST : NB+C
PM : JAMES FRANCISCO
A&E : ANDREW M. MILLER

SCHEDULE OF REVISIONS

REV. NO.	DATE	DESCRIPTION OF CHANGES
3		
2		
1		
0	02-18-2020	ISSUED FOR CONSTRUCTION

DRAWN BY:	DRC
CHECKED BY:	ML
SCALE:	NOTED
JOB NO:	19ED052.001

DRAWING TITLE:

TITLE SHEET

DRAWING SHEET:

T-1

CHARLES TOWN
ECP-9 CELL #586
475 KEYS FERRY ROAD
CHARLES TOWN, WEST VIRGINIA 25414

SHEET NO. 1 OF 7

MD CERTIFICATE OF AUTHORIZATION # D0A497-00

ANDREW M. MILLER, P.E.
WEST VIRGINIA PROFESSIONAL ENGINEER
LICENSE # 19845

SITE INFORMATION

SITE ID:	ECP-9 CELL #586
SITE NAME:	CHARLES TOWN
SITE ADDRESS:	475 KEYES FERRY ROAD CHARLES TOWN, WEST VIRGINIA 25414
MSC LOGIN INFORMATION:	SWITCH #117 - STATE #56
ZONING DISTRICT:	RESIDENTIAL / LIGHT INDUSTRIAL / COMMERICAL
APN:	02-9-00060006
JURISDICTION:	JEFFERSON COUNTY
SITE COORDINATES:	N 39° 17' 34.85" (NAD 83) W 77° 49' 57.24" (NAD 83)
GROUND ELEVATION:	486'± (NAVD 88)
STRUCTURE TYPE:	WATER TANK
STRUCTURE HEIGHT:	157'± AGL (TOP OF WATER TANK)
SIZE OF EQUIPMENT SHELTER:	12'-0"W x 20'-0"L
ANTENNA RAD CENTER:	163'-0"± AGL
TENANT:	VERIZON
TENANT ADDRESS:	10170 JUNCTION DRIVE ANNAPOLIS JUNCTION, MARYLAND 20701
APPLICANT CONTACT:	NETWORK BUILDING+CONSULTING (410)-712-7692
OWNER'S CONTACT NAME:	MICHAEL HOFE
OWNER'S ADDRESS:	475 KEYES FERRY ROAD CHARLES TOWN, WEST VIRGINIA 25414
OWNER'S CONTACT:	301-667-0001
CELL TECH:	ANDREW EGUPOV (301)-641-0995

CODE ANALYSIS

BUILDING CODE:	IBC 2012
ELECTRICAL CODE:	NEC 2011
FIRE CODE:	2012 NFPA 101
USE GROUP:	U (UTILITY)
CONSTRUCTION TYPE:	IIB



AREA MAP

CHARLES TOWN, WEST VIRGINIA
SCALE: 1" = 2000'-0"

DIRECTIONS

DEPART 10170 JUNCTION DRIVE: HEAD NORTHEAST. TURN LEFT TOWARD HENKELS LANE. CONTINUE ONTO HENKELS LANE. SLIGHT RIGHT TOWARD DORSEY RUN ROAD. TURN RIGHT ONTO DORSEY RUN ROAD. USE THE LEFT 2 LANES TO TURN LEFT TO MERGE ONTO MD-32 WEST TOWARD LAUREL. MERGE ONTO MD-32 WEST (PARTS OF THIS ROAD MAY BE CLOSED AT CERTAIN TIMES OR DAYS). TURN LEFT TO MERGE ONTO I-70 WEST/US-40 WEST TOWARD FREDERICK. KEEP LEFT TO CONTINUE ON I-70 WEST. TAKE EXIT 52 TO MERGE ONTO US-15 SOUTH/US-340 WEST. CONTINUE TO FOLLOW US-340 WEST (PASSING THROUGH VIRGINIA) (ENTERING WEST VIRGINIA). TURN LEFT ONTO KEYES FERRY ROAD. TURN RIGHT TO STAY ON KEYES FERRY ROAD. TURN LEFT TO STAY ON KEYES FERRY ROAD. DESTINATION WILL BE ON THE LEFT.

SCOPE OF WORK

- REMOVE (3) REMOTE RADIO HEADS
- REMOVE (12) ANTENNAS
- INSTALL (3) REMOTE RADIO HEADS
- INSTALL (6) ANTENNAS

SHEET INDEX

DRAWING SHEET	DRAWING TITLE
T-1	TITLE SHEET
Z-1	SITE PLAN
S-1	COMPOUND PLAN & ELEVATION
A-1	ANTENNA PLAN & NOTES
A-2	PLUMBING DIAGRAM & HYBRID CABLE INSTALLATION MATERIALS
A-3	COAX/COLOR CODE SCHEDULE & DETAILS
A-4	DETAILS

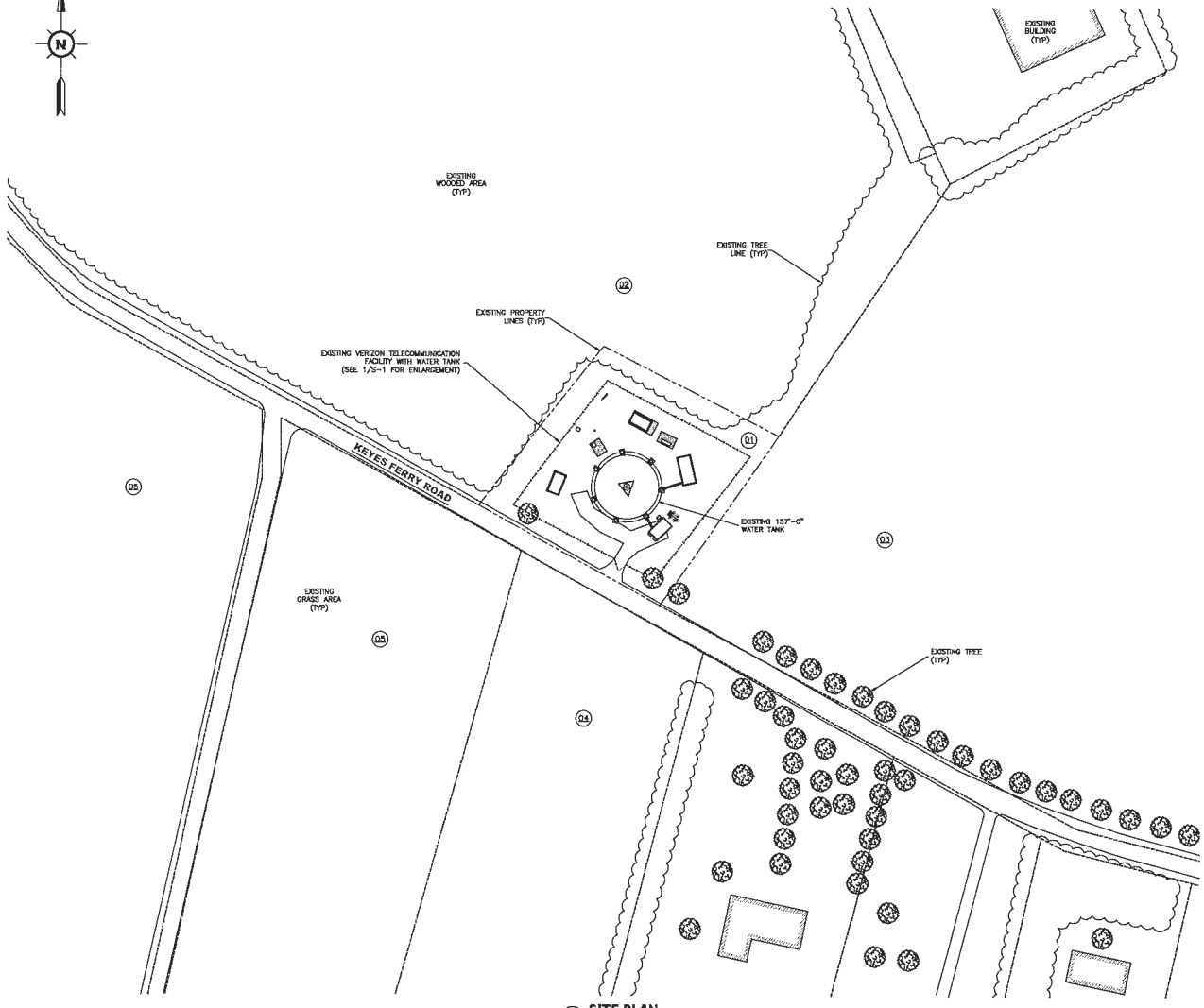
DO NOT SCALE DRAWINGS

CONTRACTOR IS TO VERIFY ALL PLANS, EXISTING DIMENSIONS & CONDITIONS RELATING TO THIS PROJECT. CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER IF THERE ARE ANY DISCREPANCIES PRIOR TO CONSTRUCTION.

VERIZON REVIEW

PROJECT MANAGER _____ DATE: _____

CONSTRUCTION _____ DATE: _____



1 Z-1 **SITE PLAN**
SCALE: 1" = 50'

GRAPHIC SCALE

(IN FEET)
1 inch = 50ft.
(SCALE BASED ON FULL SIZE 24"x36" SHEETS ONLY)
(DO NOT USE SCALE ON OTHER SIZED DRAWINGS)

SITE INFORMATION

SITE ID:	ECP-9 CELL #586
SITE NAME:	CHARLES TOWN
SITE ADDRESS:	475 KEYES FERRY ROAD CHARLES TOWN, WEST VIRGINIA 25414
MSC LOGIN INFORMATION:	SWITCH #117 - STATE #56
ZONING DISTRICT:	RESIDENTIAL/ LIGHT INDUSTRIAL/ COMMERICAL
APN:	02-9-00080006
JURISDICTION:	JEFFERSON COUNTY
SITE COORDINATES:	N 39° 17' 34.68" (NAD 83) W 77° 49' 57.24" (NAD 83)
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ANTENNA RAD CENTER:	163'-0"± AGL
TENANT:	VERIZON
TENANT ADDRESS:	10170 JUNCTION DRIVE ANNAPOLIS JUNCTION, MARYLAND 20701
APPLICANT CONTACT:	NETWORK BUILDING+CONSULTING (410)-712-7092
OWNER'S CONTACT NAME:	MICHAEL HOFE
OWNER'S ADDRESS:	475 KEYES FERRY ROAD, CHARLES TOWN, WEST VIRGINIA 25414
OWNER'S CONTACT:	301-667-0001
CELL TECH:	ANDREW EGUPOV (301)-641-0956

GENERAL NOTES:

1. PROPERTY LINE INFORMATION WAS PREPARED USING AVAILABLE SITE PLANS, DEEDS, TAX MAPS, AND PLANS OF RECORD THIS SHOULD NOT BE CONSTRUED AS AN ACCURATE BOUNDARY SURVEY.
2. THIS PLAN WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND IS SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.
3. THE PROPOSED FACILITY WILL CAUSE NO INCREASE IN STORMWATER RUNOFF. THEREFORE, NO DRAINAGE STRUCTURES ARE PROPOSED.
4. THE FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. (THERE IS NO HANDICAP ACCESS REQUIRED).
5. THE FACILITY IS UNMANNED AND DOES NOT REQUIRE POTABLE WATER OR SANITARY SERVICE.
6. ELEVATIONS REFER TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).
7. THE PROPOSED DEVELOPMENT DOES NOT INCLUDE STREET SIGNS OF ANY TYPE. NO SIGNS WILL BE POSTED EXCEPT THOSE REQUIRED.
8. THE PROPOSED DEVELOPMENT DOES NOT INCLUDE OUTDOOR STORAGE OR ANY SOLID WASTE RECEPTACLES.

advantage engineers
7101 COLUMBIA GATEWAY DRIVE, SUITE A
COLUMBIA, MARYLAND 21046
PHONE: (410) 647-4200
FAX: (410) 647-1043

verizon
10170 JUNCTION DRIVE
ANNAPOLIS JUNCTION,
MARYLAND 20701

SAC : NB+C
CONST : NB+C
PM : JAMES FRANCISCO
A&E : ANDREW M. MILLER

SCHEDULE OF REVISIONS

REV. NO.	DATE	DESCRIPTION OF CHANGES
3		
2		
1		
0	02-18-2020	ISSUED FOR CONSTRUCTION

DRAWN BY:	DRG
CHECKED BY:	ML
SCALE:	NOTED
JOB NO:	19E0052.001

DRAWING TITLE:

SITE PLAN

DRAWING SHEET:

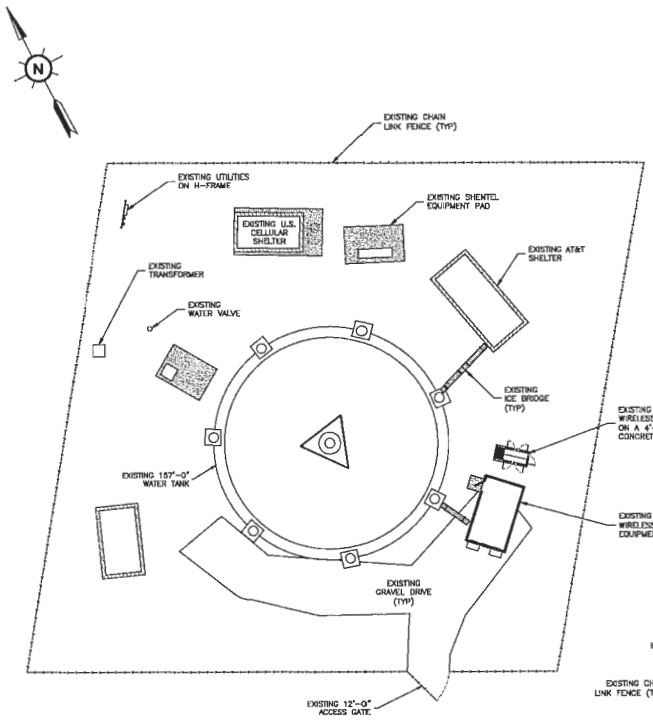
Z-1

CHARLES TOWN
ECP-9 CELL #586
475 KEYS FERRY ROAD
CHARLES TOWN, WEST VIRGINIA
25414

SHEET NO. 2 OF 7

AE CERTIFICATE OF AUTHORIZATION
C04467-00

ANDREW M. MILLER, P.E.
WEST VIRGINIA PROFESSIONAL ENGINEER
LICENSE # 19943

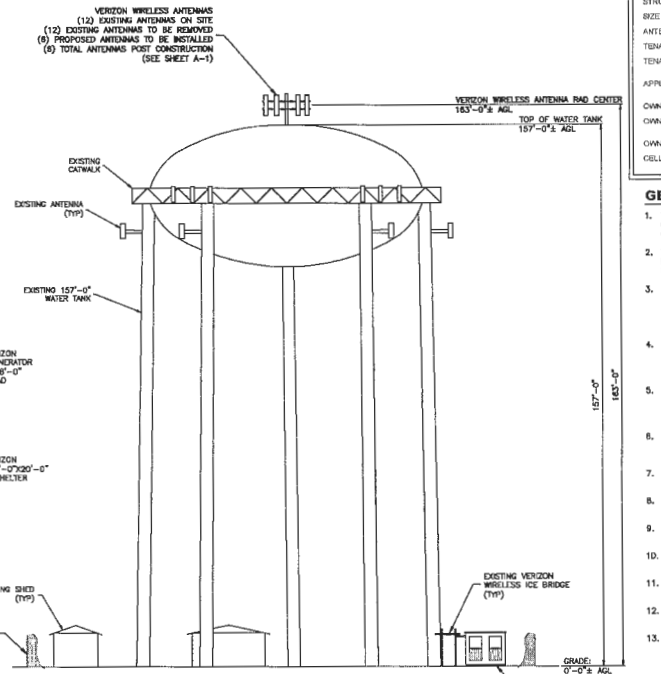


1 S-1 **COMPOUND PLAN**
SCALE: 1/16"=1'-0"

GRAPHIC SCALE

(IN FEET)
1/16 inch = 1 ft.

(SCALE BASED ON FULL SIZE 24"x36" SHEETS ONLY)
(DO NOT USE SCALE ON OTHER SIZED DRAWINGS)



2 S-1 **ELEVATION**
SCALE: 1/16"=1'-0"

GRAPHIC SCALE

(IN FEET)
1/16 inch = 1 ft.

(SCALE BASED ON FULL SIZE 24"x36" SHEETS ONLY)
(DO NOT USE SCALE ON OTHER SIZED DRAWINGS)

SITE INFORMATION

SITE ID:	ECP-9 CELL #586
SITE NAME:	CHARLES TOWN
SITE ADDRESS:	475 KEYES FERRY ROAD CHARLES TOWN, WEST VIRGINIA 25414
MSC LOGIN INFORMATION:	SWITCH #117 - STATE #56
ZONING DISTRICT:	RESIDENTIAL/ LIGHT INDUSTRIAL/ COMMERICAL
APN:	02-9-00080006
JURISDICTION:	JEFFERSON COUNTY
SITE COORDINATES:	N 39° 17' 34.68" (NAD 83) W 77° 49' 57.24" (NAD 83)
GROUND ELEVATION:	486'± (NAVD 88)
STRUCTURE TYPE:	WATER TANK
STRUCTURE HEIGHT:	197'± AGL (TOP OF WATER TANK)
SIZE OF EQUIPMENT SHELTER:	12'-0"W x 20'-0"L
ANTENNA RAD CENTER:	163'-0"± AGL
TENANT:	VERIZON
TENANT ADDRESS:	10170 JUNCTION DRIVE ANNAPOLIS JUNCTION, MARYLAND 20701
APPLICANT CONTACT:	NETWORK BUILDING+CONSULTING (410)-712-7092
OWNER'S CONTACT NAME:	MICHAEL HOFE
OWNER'S ADDRESS:	475 KEYES FERRY ROAD CHARLES TOWN, WEST VIRGINIA 25414
OWNER'S CONTACT:	301-667-0001
CELL TECH	ANDREW GOUPOV (301)-641-0955

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. THE FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. (THERE IS NO HANDICAP ACCESS REQUIRED).
8. THE FACILITY IS UNMANNED AND DOES NOT REQUIRE POTABLE WATER OR SANITARY SERVICE.
9. THE PROPOSED DEVELOPMENT DOES NOT INCLUDE OUTDOOR STORAGE OR ANY SOLID WASTE RECEPTACLES.
10. THE PROPOSED DEVELOPMENT DOES NOT INCLUDE STREET SIGNS OF ANY TYPE. NO SIGNS WILL BE POSTED EXCEPT THOSE REQUIRED.
11. NO SIGNIFICANT NOISE, SMOKE, DUST OR ODOR WILL RESULT FROM THIS FACILITY.
12. ELEVATIONS REFER TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).
13. CONSTRUCTION TO COMMENCE UPON COMPLETION OF A PASSING STRUCTURAL ANALYSIS. STRUCTURAL ANALYSIS TO BE PERFORMED BY OTHERS.

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DRAWN BY:	DRG
CHECKED BY:	ML
SCALE:	NOTED
JOB NO:	19E0092.001

DRAWING TITLE:

PLAN VIEW & ELEVATION

DRAWING SHEET:

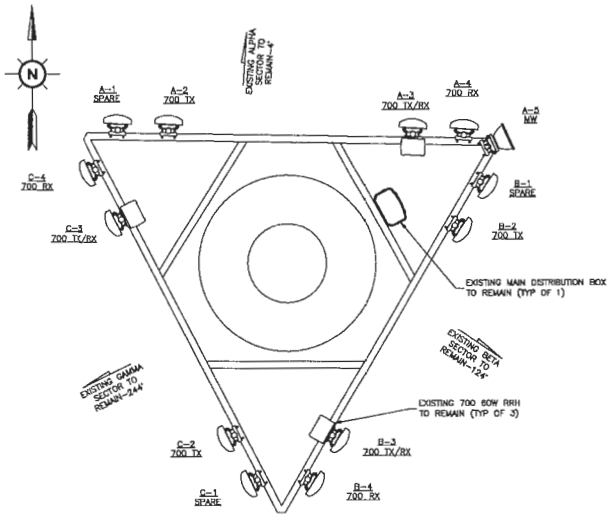
S-1

CHARLES TOWN
ECP-9 CELL #586
475 KEYS FERRY ROAD
CHARLES TOWN, WEST VIRGINIA 25414

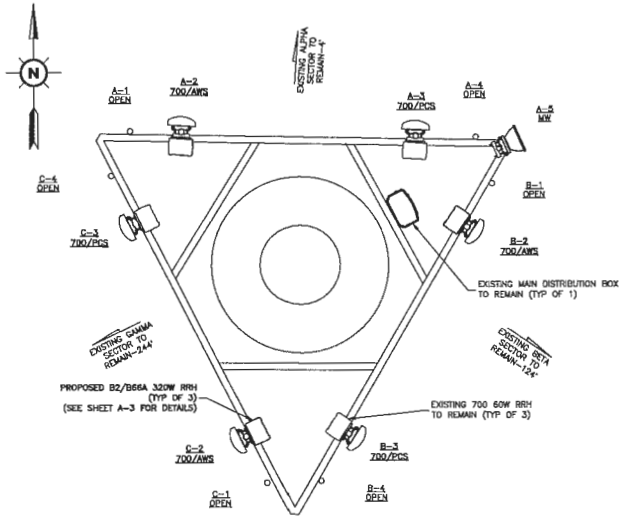
SHEET NO. 3 OF 7

AE CERTIFICATE OF AUTHORIZATION # C04487-00

ANDREW M. MILLER, P.E.
WEST VIRGINIA PROFESSIONAL ENGINEER
LICENSE # 19643



1 A-1 **EXISTING ANTENNA PLAN** SCALE: NTS



2 A-1 **PROPOSED ANTENNA PLAN** SCALE: NTS

GENERAL NOTES

1. ALL ANTENNAS ARE TO BE FURNISHED WITH DOWNTILT BRACKETS. CONTRACTOR IS TO VERIFY THE PROPOSED DOWNTILTS WITH THE VZW CONSTRUCTION MANAGER PRIOR TO CONSTRUCTION.
2. ANTENNA RAD CENTER IS IN REFERENCE TO ELEVATION 0'-0" (EXISTING GRADE).
3. CONTRACTOR IS TO VERIFY ALL ANTENNA AZIMUTHS WITH THE VZW CONSTRUCTION MANAGER PRIOR TO CONSTRUCTION.

STRUCTURAL NOTES

1. DESIGN REQUIREMENTS PER INTERNATIONAL BUILDING CODE 2012 AND THE ANSI/TIA-222-G STRUCTURAL STANDARDS FOR STEEL ANTENNA TOWERS AND ANTENNA SUPPORTING STRUCTURES.
2. INFORMATION SHOWN ON THESE DRAWINGS WAS OBTAINED BY FIELD MEASUREMENT AND FROM THE EXISTING STRUCTURAL DRAWINGS. THE GENERAL CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS AND NOTIFY THE ARCHITECT/ENGINEER OF ANY DISCREPANCIES PRIOR TO ORDERING MATERIALS OR PROCEEDING WITH CONSTRUCTION.
3. STRUCTURAL STEEL SHALL CONFORM TO THE LATEST EDITION OF THE AISC SPECIFICATIONS FOR STRUCTURAL STEEL BUILDINGS – ALLOWABLE STRESS DESIGN AND PLASTIC DESIGN INCLUDING THE COMMENTARY AND THE AISC CODE FOR STANDARD PRACTICE.
4. STRUCTURAL STEEL PLATES AND SHAPES SHALL CONFORM TO ASTM A992. ALL STRUCTURAL STEEL PIPES SHALL CONFORM TO ASTM A53 GRADE B. ALL STRUCTURAL STEEL COMPONENTS AND FABRICATED ASSEMBLIES SHALL BE HOT DIP GALVANIZED AFTER FABRICATION.
5. WELDING SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF AMERICAN WELDING SOCIETY (AWS) STRUCTURAL WELDING CODE – STEEL WELD ELECTRODES SHALL BE E70XX.
6. ALL COAXIAL CABLE CONNECTORS AND TRANSMITTER EQUIPMENT SHALL BE AS SPECIFIED BY THE OWNER AND IS NOT INCLUDED IN THESE CONSTRUCTION DOCUMENTS. THE CONTRACTOR SHALL FURNISH ALL CONNECTION HARDWARE REQUIRED TO SECURE THE CABLES. CONNECTION HARDWARE SHALL BE STAINLESS STEEL.
7. ALL THREADED STRUCTURAL FASTENERS FOR ANTENNA SUPPORT ASSEMBLIES SHALL CONFORM TO ASTM A307 OR ASTM A36. ALL STRUCTURAL FASTENERS FOR STRUCTURAL STEEL FRAMING SHALL CONFORM TO ASTM A325. FASTENERS SHALL BE 5/8" MIN. DIAMETER BEARING TYPE CONNECTIONS WITH THREADS INCLUDED IN THE SHEAR PLANE. ALL EXPOSED FASTENERS, NUTS AND WASHERS SHALL BE GALVANIZED UNLESS OTHERWISE NOTED. CONCRETE EXPANSION ANCHORS SHALL BE HILTI KWIK BOLTS UNLESS OTHERWISE NOTED.
8. NORTH ARROW SHOWN ON PLANS REFERS TO TRUE NORTH. CONTRACTOR SHALL VERIFY TRUE NORTH AND INFORM CONSTRUCTION MANAGER OF ANY DISCREPANCY BEFORE STARTING CONSTRUCTION.
9. CONSTRUCTION TO COMMENCE UPON COMPLETION OF A PASSING STRUCTURAL ANALYSIS. STRUCTURAL ANALYSIS TO BE PERFORMED BY OTHERS.

NOTE: CONTRACTOR IS TO VERIFY THE FINAL COAX & HYBRID CABLE CONFIGURATION AS PER THE STRUCTURAL ANALYSIS BY OTHERS.

NOTE: CONTRACTOR IS TO USE 1X2 HYBRID CABLES FOR ALL PCS/AWS (B2/B66a) REMOTE RADIO HEAD CONNECTIONS TO THE MAIN DISTRIBUTION BOX.

NOTE: VERIZON WIRELESS CONTRACTOR WILL BE RESPONSIBLE FOR SUPPLYING ALL MATERIALS ASSOCIATED WITH THE MINOR MATERIALS PROGRAM. THIS WILL CONSIST OF EVERYTHING EXCLUDING ANTENNAS & RRHS WITH ASSOCIATED MOUNTING HARDWARE. MINOR MATERIALS LIST WILL VARY PER SITE SPECIFIC SCOPE OF WORK. VERIZON WIRELESS CONTRACTOR WILL BE GIVEN A MATERIAL TAKE OFF DURING THE BID.

NOTE: (1) MAIN DISTRIBUTION BOXES WILL REMAIN ON SITE AT THE ANTENNA ARRAY, (TYP OF 1).
NOTE: (1) RACK MOUNTED DISTRIBUTION POINTS WILL REMAIN ON SITE INSIDE THE SHELTER, (TYP OF 1).
NOTE: (1) RUNS OF 6/12 HYBRID CABLE WILL REMAIN ON SITE BETWEEN THE RACK MOUNTED DISTRIBUTION POINTS & THE MAIN DISTRIBUTION BOXES, (TYP OFF 1).
NOTE: THE PROPOSED 320W PCS/AWS RRH REQUIRE 4.3/10 DIN CONNECTORS, SUPPLIED BY CONTRACTORS.
NOTE: (3) 80W 700 REMOTE RADIO HEADS WILL REMAIN ON SITE AT THE ANTENNA ARRAY, (1) PER SECTOR.
NOTE: (3) 320W B2/B66A REMOTE RADIO HEADS WILL BE INSTALLED ON SITE AT THE ANTENNA ARRAY, (1) PER SECTOR.
NOTE: (1) RUN OF 1/2 HYBRID CABLE WILL BE INSTALLED FROM THE MAIN DISTRIBUTION BOX TO THE DUAL HIGH BAND PCS/AWS RRH IN EACH SECTOR, (3) TOTAL RUNS.
NOTE: PROPOSED JUMPERS WILL BE INSTALLED FROM THE PROPOSED RRH TO THE ANTENNAS IN POSITIONS #2 FOR SERVICE.
NOTE: CAP & WEATHERPROOF ALL SPARE PORTS ON ANTENNAS.

EXISTING ANTENNA SCHEDULE

POSITION	ANTENNA RAD CENTER	EXISTING AZIMUTH	EXISTING FREQUENCY	ANTENNA MANUFACTURER	EXISTING ANTENNA MODEL #	EXISTING MDT
A-1	163'	4'	SPARE	CSS	X7-FRO-880	0'
A-2	163'	4'	700 TX	CSS	AXP 16-80	0'
A-3	163'	4'	700 TX/RX	CSS	X7-FRO-860	0'
A-4	163'	4'	700 RX	CSS	AXP 16-80	0'
A-5	163'	N/A	N/A	MICROWAVE DISH	N/A	N/A
B-1	163'	124'	SPARE	CSS	X7-FRO-880	0'
B-2	163'	124'	700 TX	CSS	AXP 16-80	0'
B-3	163'	124'	700 TX/RX	CSS	X7-FRO-860	0'
B-4	163'	124'	700 RX	CSS	AXP 16-80	0'
C-1	163'	244'	SPARE	CSS	X7-FRO-880	0'
C-2	163'	244'	700 TX	CSS	AXP 16-80	0'
C-3	163'	244'	700 TX/RX	CSS	X7-FRO-860	0'
C-4	163'	244'	700 RX	CSS	AXP 16-80	0'

PROPOSED ANTENNA SCHEDULE

POSITION	ANTENNA RAD CENTER	PROPOSED AZIMUTH	PROPOSED FREQUENCY	ANTENNA MANUFACTURER	PROPOSED ANTENNA MODEL #	PROPOSED MDT	PROPOSED EDT
A-1	163'	N/A	N/A	N/A	OPEN	N/A	N/A
A-2	163'	4'	700/AWS	ANTEL	MX06FRO860-02	0'	2'
A-3	163'	4'	700/PCS	ANTEL	MX06FRO860-02	0'	2'
A-4	163'	N/A	N/A	N/A	OPEN	N/A	N/A
A-5	163'	N/A	N/A	MICROWAVE DISH	N/A	N/A	N/A
B-1	163'	124'	N/A	N/A	OPEN	N/A	N/A
B-2	163'	124'	700/AWS	ANTEL	MX06FRO860-02	0'	2'
B-3	163'	124'	700/PCS	ANTEL	MX06FRO860-02	0'	2'
B-4	163'	N/A	700 RX	CSS	AXP 16-80	N/A	N/A
C-1	163'	N/A	N/A	N/A	OPEN	N/A	N/A
C-2	163'	244'	700/AWS	ANTEL	MX06FRO860-02	0'	2'
C-3	163'	244'	700/PCS	ANTEL	MX06FRO860-02	0'	2'
C-4	163'	N/A	700 RX	CSS	AXP 16-80	N/A	N/A

ANTENNA SPECIFICATIONS

	MANUFACTURER	ANTENNA MODEL #	QUANTITY	HEIGHT	WIDTH	DEPTH	WEIGHT
EXISTING ANTENNAS	CSS	X7-FRO-880 TO BE REMOVED	6	96.0"	15.07"	7.3"	48.5 LBS
	CSS	AXP 16-80 TO REMOVED	6	48.0"	6.7"	4.1"	10.4 LBS
FINAL PROPOSED ANTENNA CONFIGURATION	**MANUFACTURER**	**ANTENNA MODEL #**	**QUANTITY**	**HEIGHT**	**WIDTH**	**DEPTH**	**WEIGHT**
	ANTEL	MX06FRO860-02	6	71.3"	15.4"	10.7"	59.0 LBS

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JOB NO:	19E0052.001

DRAWING TITLE:

ANTENNA PLAN & NOTES

DRAWING SHEET:

A-1

CHARLES TOWN
ECP-9 CELL #586
475 KEYS FERRY ROAD
CHARLES TOWN, WEST VIRGINIA 25414

SHEET NO. 4 OF 7

AE CERTIFICATE OF AUTHORIZATION # C04487-09

ANDREW M. MILLER, P.E.
WEST VIRGINIA PROFESSIONAL ENGINEER
LICENSE # 19843

HYBRID CABLE INSTALLATION MATERIALS

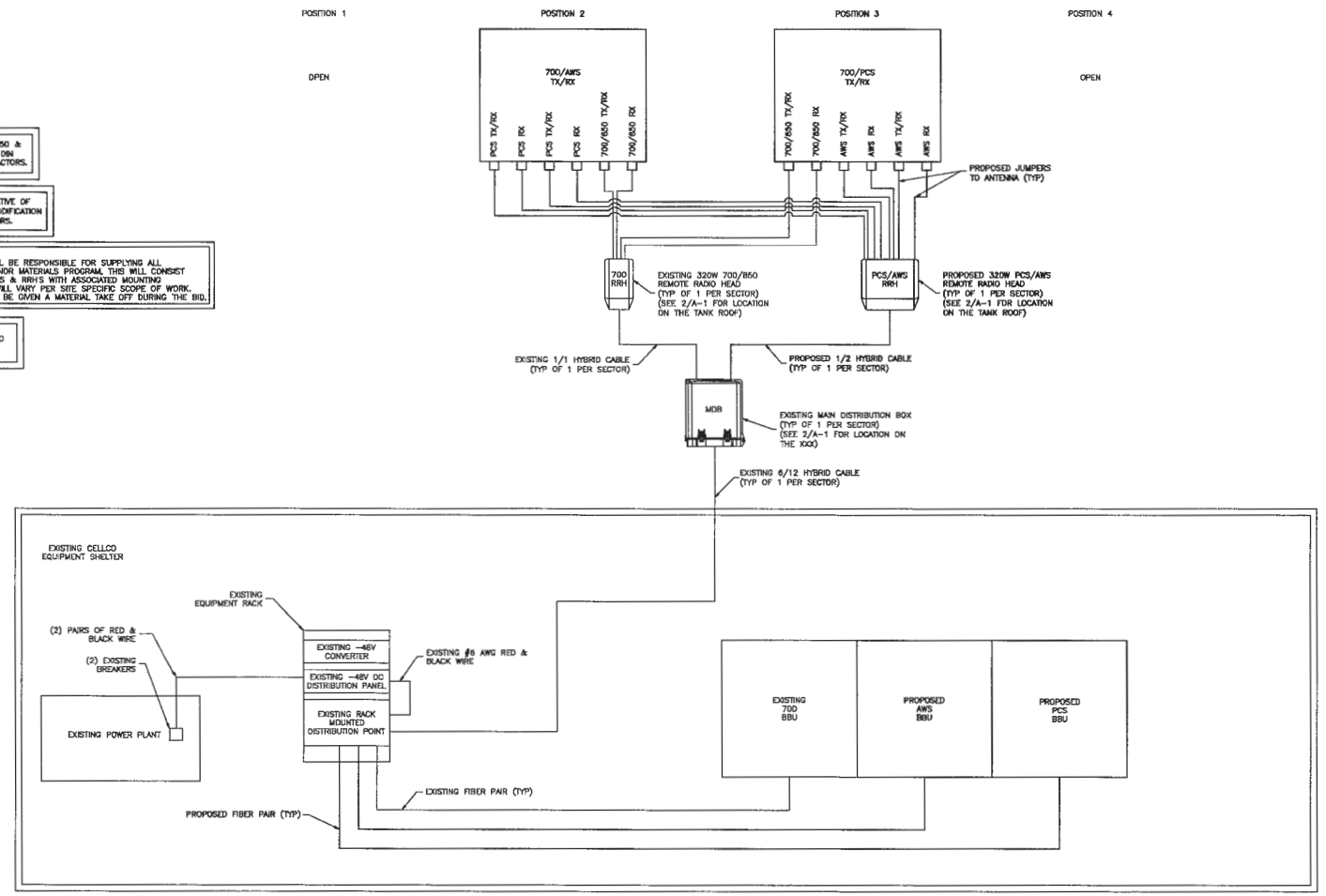
DESCRIPTION	QUANTITY	LENGTH
320W PCS/AWS REMOTE RADIO HEADS	3	N/A
HYBRID 1/2 CABLE	3	30'

NOTE: THE PROPOSED 320W 700/850 & PCS/AWS RRH'S REQUIRES 4.3/10 DIN CONNECTORS, SUPPLIED BY CONTRACTORS.

PLUMBING DIAGRAM IS REPRESENTATIVE OF (1) ANTENNA SECTOR. ANTENNA MODIFICATION IS TYPICAL OF (3) ANTENNA SECTORS.

NOTE:
VERIZON WIRELESS CONTRACTOR WILL BE RESPONSIBLE FOR SUPPLYING ALL MATERIALS ASSOCIATED WITH THE MINOR MATERIALS PROGRAM, THIS WILL CONSIST OF EVERYTHING EXCLUDING ANTENNAS & RRH'S WITH ASSOCIATED MOUNTING HARDWARE. MINOR MATERIALS LIST WILL VARY PER SITE SPECIFIC SCOPE OF WORK. VERIZON WIRELESS CONTACTOR WILL BE GIVEN A MATERIAL TAKE OFF DURING THE BID.

NOTE: THE PROPOSED 90W AWS & 160W 850 RRH REQUIRES 4.3/10 DIN CONNECTORS, SUPPLIED BY CONTRACTORS.



1/A-2 PLUMBING DIAGRAM
SCALE: N.T.S.

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10170 JUNCTION DRIVE
ANNAPOLIS JUNCTION,
MARYLAND 20701

SAC : NB+C
CONST : NB+C
PM : JAMES FRANCISCO
A&E : ANDREW M. MILLER

SCHEDULE OF REVISIONS

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DRAWN BY:	DRG
CHECKED BY:	ML
SCALE:	NOTED
JOB NO:	19E0052.001

DRAWING TITLE:

PLUMBING DIAGRAM & HYBRID CABLE INSTALLATION MATERIALS

DRAWING SHEET:

A-2

CHARLES TOWN
ECP-9 CELL #586
475 KEYS FERRY ROAD
CHARLES TOWN, WEST VIRGINIA
25414

SHEET NO. 5 OF 7

AE CERTIFICATE OF AUTHORIZATION # C04487-20

ANDREW M. MILLER, P.E.
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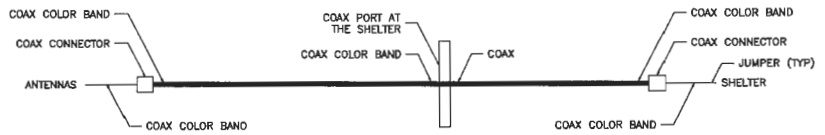
LICENSE # 19843

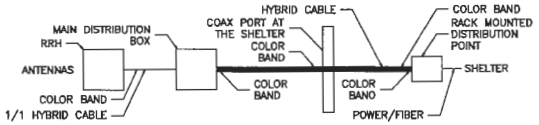
COAX/COLOR CODE SCHEDULE

POSITION	COAX SIZE	COAX BAND COLOR	ANTENNA JUMPER & 1/1 BAND COLOR	COAX FUNCTION	COMMENTS
A–2	(1) 6/12 HYBRID CABLE	1 RED	2 RED/1 GREEN	700 TX/RX	EXISTING HYBRID CABLE (SEE PLUMBING DIAGRAM ON A–2)
A–2			2 RED/2 GREEN	700 RX	
A–3			3 RED/3 GREEN	700 TX/RX	
A–3			3 RED/4 GREEN	700 RX	
A–2			2 RED/1 ORANGE	AWS TX/RX	
A–2			2 RED/2 ORANGE	AWS RX	
A–2			2 RED/3 ORANGE	AWS TX/RX	
A–2			2 RED/4 ORANGE	AWS RX	
A–3			3 RED/1 PINK	PCS TX/RX	
A–3			3 RED/2 PINK	PCS RX	
A–3			3 RED/3 PINK	PCS TX/RX	
A–3			3 RED/4 PINK	PCS RX	
B–2	(1) 6/12 HYBRID CABLE	1 BLUE	2 BLUE/1 GREEN	700 TX/RX	EXISTING HYBRID CABLE (SEE PLUMBING DIAGRAM ON A–2)
B–2			2 BLUE/2 GREEN	700 RX	
B–3			3 BLUE/3 GREEN	700 TX/RX	
B–3			3 BLUE/4 GREEN	700 RX	
B–2			2 BLUE/1 ORANGE	AWS TX/RX	
B–2			2 BLUE/2 ORANGE	AWS RX	
B–2			2 BLUE/3 ORANGE	AWS TX/RX	
B–2			2 BLUE/4 ORANGE	AWS RX	
B–3			3 BLUE/1 PINK	PCS TX/RX	
B–3			3 BLUE/2 PINK	PCS RX	
B–3			3 BLUE/3 PINK	PCS TX/RX	
B–3			3 BLUE/4 PINK	PCS RX	
G–2	(1) 6/12 HYBRID CABLE	1 YELLOW	2 YELLOW/1 GREEN	700 TX/RX	EXISTING HYBRID CABLE (SEE PLUMBING DIAGRAM ON A–2)
G–2			2 YELLOW/2 GREEN	700 RX	
G–3			3 YELLOW/3 GREEN	700 TX/RX	
G–3			3 YELLOW/4 GREEN	700 RX	
G–2			2 YELLOW/1 ORANGE	AWS TX/RX	
G–2			2 YELLOW/2 ORANGE	AWS RX	
G–2			2 YELLOW/3 ORANGE	AWS TX/RX	
G–2			2 YELLOW/4 ORANGE	AWS RX	
G–3			3 YELLOW/1 PINK	PCS TX/RX	
G–3			3 YELLOW/2 PINK	PCS RX	
G–3			3 YELLOW/3 PINK	PCS TX/RX	
G–3			3 YELLOW/4 PINK	PCS RX	

NOTE:
SEE THE PLUMBING DIAGRAM ON A–2 FOR ANTENNA PORT DESIGNATION.



COLOR CODE PLACEMENT DIAGRAM



COLOR CODE PLACEMENT DIAGRAM WITH RRH

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DRAWING TITLE:

COAX/COLOR CODE SCHEDULE & DETAILS

DRAWING SHEET:

A-3

CHARLES TOWN
ECP-9 CELL #586
475 KEYS FERRY ROAD
CHARLES TOWN, WEST VIRGINIA
25414

SHEET NO. 6 OF 7

AE CERTIFICATE OF AUTHORIZATION
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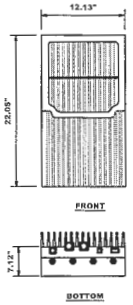
LICENSE # 19643



NOTE:
CONTRACTOR IS TO USE 1X2 HYBRID CABLES FOR ALL PCS/AWS (B2/B66a) REMOTE RADIO HEAD CONNECTIONS TO THE MAIN DISTRIBUTION BOX.

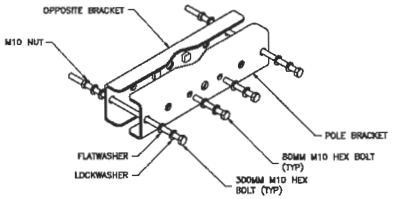
NOKIA DUAL BAND 320W B2/B66a RRH

DIMENSIONS, HxWxD:
22.05"x12.13"x7.12"

WEIGHT, WITHOUT MOUNTING KIT: 79.36 lbs

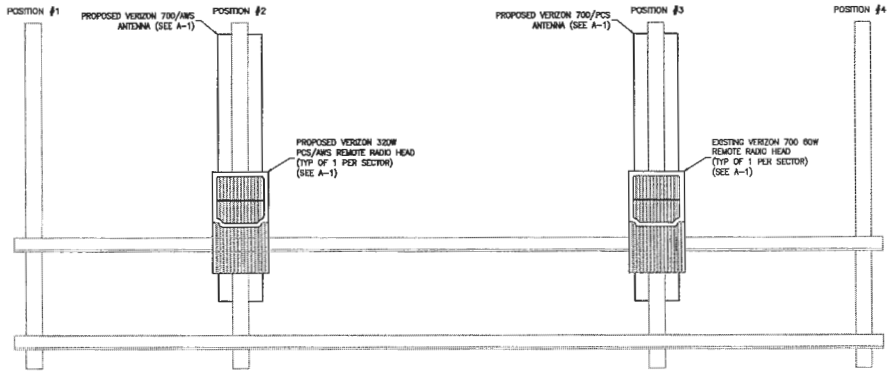
1 A-3 **DUAL-BAND (B2/66a) 320W PCS/AWS REMOTE RADIO HEAD UNIT**
SCALE: N.T.S.

NOTE:
PROPOSED REMOTE RADIO HEAD UNIT AND MOUNTING BRACKET TO BE INSTALLED IN AN ACCESSIBLE LOCATION WITHIN 10' OF THE ANTENNA.



2 A-3 **REMOTE RADIO HEAD MOUNTING**
SCALE: N.T.S.

HYBRIDS AND JUMPERS NOT SHOWN FOR CLARITY



3 A-3 **DISTRIBUTION BOX/RRH MOUNTING DETAIL**
SCALE: N.T.S.
(REAR ANTENNA VIEW)

advantage engineers

verizon

10170 JUNCTION DRIVE
ANNAPOLIS JUNCTION,
MARYLAND 20701

SAC : NB+C
CONST : NB+C
PM : JAMES FRANCISCO
A&E : ANDREW M. MILLER

SCHEDULE OF REVISIONS

REV. NO.	DATE	DESCRIPTION OF CHANGES
3		
2		
1		
0	02-18-2020	ISSUED FOR CONSTRUCTION

DRAWN BY:	DRG
CHECKED BY:	ML
SCALE:	NOTED
JOB NO:	19E0052.001

DRAWING TITLE:

DETAILS

DRAWING SHEET:

A-4

CHARLES TOWN
ECP-9 CELL #586
475 KEYS FERRY ROAD
CHARLES TOWN, WEST VIRGINIA
25414

SHEET NO. 7 OF 7

AE CERTIFICATE OF AUTHORIZATION
C04487-00

ANDREW M. MILLER, P.E.
WEST VIRGINIA PROFESSIONAL ENGINEER
LICENSE # 19943

Charles Town Utility Board

Project Summary

May 22, 2020

Task 01 – Survey / Plan Review

- Subtask 01 – Lindsey Drive Sewer Line
  - Work is complete
- Subtask 02 – Edmond Pump Station
  - Work is complete
- Subtask 03 – Augustine Avenue (Vet Clinic) Review
  - Work is complete
- Subtask 04 – Briar Run I and Briar Run II Pump Stations
  - Plats are complete
  - Corners set on 05/22/2020

Task 02 – Euclid Avenue Pump Station Demolition

- Work is complete

Task 03 – Beallair / Sleepy Hollow Plan Review

- Work is complete

Task 04 – Modified Flowing Spring Project

- Survey has been completed
- Under design
- 2-month time extension requested/approved
- Revised submission date 07/30/2020

Task 05 – Sewer Model

- Record drawings have been received from CTUB
- Still need to receive pump station O&Ms from CTUB
- Data is being entered into GIS to create sewer model

Task 06 – Shenandoah Junction

- Preliminary alternatives are completed
- Still need to receive more information about Burr West Pump Station from CTUB
- Evaluating capacity of War Admiral Pump Station
- On schedule. Estimated submission date 06/03/2020

Task 07 – Parkview - Woodlawn Project

- Preliminary alternatives are completed
- Finalizing preliminary cost estimates for alternatives
- On schedule. Estimated submission date 06/11/2020

Task 08 – Wilt's MHP Pump Station Demolition

- Record drawings have been received from CTUB
- Survey has been completed
- Under design
- On schedule. Estimated submission date 08/19/2020

Task 09 – Beallair Downstream Capacity Analysis

- Record drawings have been received from CTUB
- Evaluating capacity of gravity sewer between Beallair Pump Station and Breckenridge Pump Station
- Evaluating capacity of Breckenridge Pump Station
- On schedule. Estimated submission date 07/09/2020

021791alj021104.wpd

PUBLIC SERVICE COMMISSION
OF WEST VIRGINIA
CHARLESTON

C:04-F

ORIGINAL

Entered: February 11, 2004

CASE NO. 02-1791-PSD-PC

JEFFERSON COUNTY PUBLIC SERVICE DISTRICT
Petition for approval of a sewer alternate mainline extension agreement between the District and Robert K. Wormald, Inc.

FINAL
3-2-04

RECOMMENDED DECISION

On November 12, 2002, Jefferson County Public Service District (District) filed a petition for Commission approval of an alternate sewer mainline extension agreement between the District and Robert K. Wormald, Inc. (Developer).

On December 18, 2002, Staff Attorney Ronald E. Robertson, Jr., filed an Initial Joint Staff Memorandum, attached to which was an Initial Internal Memorandum prepared by David W. Holley, Technical Analyst-In-Training II, Engineering Division. According to Staff, it will continue reviewing the agreement and will make a final recommendation upon receiving certain information.

On December 30, 2002, the Public Service Commission issued a Referral Order in this proceeding, referring this matter to the Division of Administrative Law Judges for a decision to be rendered on or before June 10, 2003.

On January 7, 2003, James V. Kelsh, counsel for the District, responded to Mr. Holley's memorandum requesting a set of plans for the on-site and off-site extension, and a copy of the permit issued by the State of West Virginia, Office of Environmental Health Services. Mr. Kelsh stated that the Developer should have these materials to him by the end of March and he will file these materials as soon as they are received.

By Order entered on February 18, 2003, 1) the District was directed to file all materials requested by Commission Staff on or before March 31, 2003, and 2) Staff was directed to file its substantive Final Joint Staff Memorandum on or before April 18, 2003.

On March 4, 2003, the District filed a motion to extend the Administrative Law Judge's decision due date and to revise the procedural schedule. For cause, the District stated that it has been informed by the Developer that the plans and specifications will not be completed until June 30, 2003. In order to provide time for these documents to be

Public Service Commission
of West Virginia
Charleston

presented and considered, a 90-day extension of the Administrative Law Judge's decision due date is necessary.

By Commission Order entered on March 4, 2003, the District's motion was granted and the Administrative Law Judge's decision due date of June 10, 2003, was extended until September 10, 2003.

By Procedural Order entered on May 16, 2003, the District was directed to file all materials requested by Commission Staff on or before July 2, 2003, and Staff was directed to file its substantive Final Joint Staff Memorandum on or before August 2, 2003.

On June 24, 2003, the District filed a motion to extend the Administrative Law Judge's decision due date and to revise the procedural schedule. For cause, the District stated that the Developer of this project has stated that the plans and specifications will not be completed until August 31, 2003.

By Commission Order entered on June 25, 2003, the District's motion was granted and the Administrative Law Judge's decision due date of September 10, 2003, was extended until December 30, 2003.

By Order entered on July 10, 2003, the District was directed to file all materials requested by Commission Staff on or before September 5, 2003, and Staff was directed to file its substantive Final Joint Staff Memorandum on or before September 22, 2003.

On September 8, 2003, the District filed a motion to extend the Administrative Law Judge's decision due date and to revise the procedural schedule. For cause, the District stated that it has been informed by the Developer of this project that the plans and specifications will not be completed for another 90 days. In order to provide time for these documents to be presented and considered, an extension of the decision due date is necessary so that a revised Procedural Order can be issued.

By Commission Order entered on September 9, 2003, the Administrative Law Judge's decision due date of December 30, 2003, was extended until March 31, 2004.

By Procedural Order issued on October 16, 2003, the District was directed to file all materials requested by Commission Staff on or before January 4, 2004, and Commission Staff was directed to file its substantive Final Joint Staff Memorandum on or before January 20, 2004.

On December 31, 2003, the District filed a letter with the Commission stating that, in Staff's Initial Joint Staff Memorandum, it requested copies of the permits from the West Virginia Department of Health and a copy of the plans and specifications for the extension. According to the District, the Developer has applied for, but not received, a permit from the West Virginia Department of Health. The District requested that Staff issue its recommendation prior to receipt of the Health Department permit, as it did with the water mainline extension agreement which was the subject of Case No. 03-0371-W-PC.

On January 27, 2004, Staff Attorney Robertson filed the Final Joint Staff Memorandum, attached to which was a Final Internal Memorandum from David W. Holley, Technical Analyst, I, Engineering Division. According to Staff, the Developer will construct both the off-site extension and the on-site extension. The off-site extension is an extension of the District's existing main to the property of the proposed development. The off-site extension will consist of the construction of approximately 4,000 linear feet of 4-inch force main. The off-site extension will be designed to have the capacity to serve the proposed development, plus any additional extensions to serve future customers of the District. The Developer will be reimbursed for the cost of constructing the off-site extension. The estimated cost for the design, construction and operation of the off-site extension is $60,000. The District will borrow the funds to reimburse the Developer. The Developer, prior to the construction of the off-site extension, will provide the District with an unconditional, irrevocable and assignable letter of credit. The purpose of the letter of credit is to guarantee that there will be sufficient cash flow available to the District to cover the debt service on the construction loans, which are to be used to reimburse the Developer the cost of the off-site extension, in the event that customer revenues from the development are insufficient to meet the debt service.

Staff noted that the on-site extension will consist of the construction of approximately 1,600 linear feet of 10-inch and 12,000 linear feet of 8-inch gravity sewer line, forty-six (46) manholes, a 112,500 gpd peak capacity pump station, approximately 5,000 linear feet of 4-inch force main and appurtenances. Staff noted that the Developer will not be reimbursed for the cost of the on-site extension.

Technical Staff has completed reviewing the agreement and the additional information and recommended that the agreement be approved subject to the following: (1) that the District be ordered to file a copy of the permit issued by the State of West Virginia, Office of Environmental Health Services, for the construction of the on-site and off-site collection systems for the three hundred (300) residential lots, community center and pool house in the Beallair Residential Subdivision when received; (2) that the District submit the Developer's verified letter of credit guaranteeing the monthly debt service payment on the $60,000 loan until the customers in the subdivision create a sufficient cash flow to cover this debt service; and (3) that the District obtain prior approval from the Commission to borrow the $60,000, pursuant to West Virginia Code §16-13A-25, for this extension.

On January 27, 2004, the Commission served a copy of the Staff recommendation upon all parties requesting a response within ten (10) days. As of the date of this Order, no response or filing has been received.

FINDINGS OF FACT

1. On November 12, 2002, Jefferson County Public Service District filed a petition for Commission approval of an alternate sewer mainline extension agreement between the District and Robert K. Wormald, Inc. (See, Petition).

25

2. The District filed a letter stating that the Developer has applied for, but not received, a permit from the West Virginia Health Department and it requested that Staff issue its recommendation prior to receipt of the Health Department permit. (See, letter filed December 31, 2003).

3. Staff recommended approval of the alternate mainline extension agreement between Robert K. Wormald, Inc., and the District, pursuant to the Commission's Sewer Rule 5.5.h.7., effective October 24, 2003, subject to the District filing a copy of the Health Department permit when received, in whole or in part, for the off-site and on-site extensions; the District submitting the Developer's verified letter of credit guaranteeing the monthly debt service on the $60,000 loan; and the District obtaining prior Commission approval of the $60,000 loan. (See, Final Joint Staff Memorandum with attachment filed January 27, 2004).

CONCLUSION OF LAW

Since Staff recommended approval of the alternate sewer mainline extension agreement contingent upon the filing with the Commission of the Health Department permit when received; the District submitting the Developer's verified letter of credit guaranteeing the monthly debt service payment on the $60,000 loan; and the District obtaining prior Commission approval of the $60,000 loan, it is reasonable that the alternate sewer mainline extension agreement should be approved, with those conditions.

ORDER

IT IS, THEREFORE, ORDERED that the alternate sewer mainline extension agreement filed on November 12, 2002, by the Jefferson County Public Service District, be, and it hereby is, approved, contingent upon the District filing a copy of the permit issued by the State of West Virginia Office of Environmental Health Services for the construction of the on-site and the off-site collection system for the 300 residential lots, community center and pool house in the Beallair Residential Subdivision when received; the District submitting the Developer's verified letter of credit guaranteeing the monthly debt service payment on the $60,000 loan; and the District obtaining prior Commission approval of the $60,000 loan.

The Executive Secretary is hereby ordered to serve a copy of this order upon the Commission by hand delivery, and upon all parties of record by United States Certified Mail, return receipt requested.

Leave is hereby granted to the parties to file written exceptions supported by a brief with the Executive Secretary of the Commission within fifteen (15) days of the date this order is mailed. If exceptions are filed, the parties filing exceptions shall certify to the Executive Secretary that all parties of record have been served said exceptions.

If no exceptions are so filed this order shall become the order of the Commission, without further action or order, five (5) days following

26

the expiration of the aforesaid fifteen (15) day time period, unless it is ordered stayed or postponed by the Commission.

Any party may request waiver of the right to file exceptions to an Administrative Law Judge's order by filing an appropriate petition in writing with the Secretary. No such waiver will be effective until approved by order of the Commission, nor shall any such waiver operate to make any Administrative Law Judge's Order or Decision the order of the Commission sooner than five (5) days after approval of such waiver by the Commission.

Miles C. Cary
Administrative Law Judge

MCC:dfs
021791ad.wpd

2017 AMENDMENT TO ALTERNATE SEWER

MAIN LINE EXTENSION AGREEMENT

This 7th day of August, 2017, comes the Jefferson County Public Service District, Kearneysville, West Virginia, a public corporation, (hereinafter referred to as the "UTILITY"), and Beallair Homes, LLC, (hereinafter referred to as the "DEVELOPER") and agree to enter into this amendment ("2017 Amendment") to the Alternate Main Line Extension Agreement ("Agreement") dated March 1, 2004 with respect to a main line sewer extension ("Extension") to serve Beallair West, which is DEVELOPER's Phase VI from the Agreement.

WHEREAS, the Agreement provides that DEVELOPER may construct the Extension in phases;

WHEREAS, DEVELOPER is ready to proceed with the construction of the on-site sewer collection facilities to serve the 132 homes in Phase VI of the Development;

WHEREAS, the Agreement requires the DEVELOPER to present plans for each phase for UTILITY approval prior to the commencement of construction;

WHEREAS, the UTILITY has reviewed and approved DEVELOPER's plans for the initial 14 homes to be served in Phase VI;

WHEREAS, DEVELOPER will present plans and specifications for the remainder of the on-site collection system within Phase VI as those plans and specifications are prepared and prior to construction, as required under the Agreement.

NOW, THEREFORE, 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 UTILITY and DEVELOPER amend the Agreement only as follows:

1. The Agreement is amended to include the on-site sewer collection facilities to serve Phase VI, including but not limited to the specific facilities for the initial 14 homes described on Exhibit No. 1 attached hereto.

2. DEVELOPER shall comply with the requirements of the Agreement in developing sewer collection facilities to serve the remainder of Phase VI, including but not limited to, the obligation under Section 2.03 to present design documents to the UTILITY for approval by UTILITY prior to the commencement of construction.

3. Except for the specific terms stated herein, the terms of the Agreement and the Agreement remain in effect without modification.

WITNESS the following signatures this 7th day of August, 2017.

BEALLAIR HOMES, LLC

By: _____

Its: Vice President

JEFFERSON COUNTY PUBLIC SERVICE DISTRICT

By: William H. Stride

Its: Chairman, JCPSD

STATE OF ~~WEST VIRGINIA~~ Maryland

~~COUNTY OF JEFFERSON~~, to-wit:
Frederick County

I, Mary I. Hager, a Notary Public in and for the state and county aforesaid, do hereby certify that Michael Wiley, in his/her capacity as Vice President for Beallair Homes, LLC signed the foregoing writing bearing date the 7th day of Aug., 2017, and has this day in my said county, before me, acknowledged the said writing to be the act and deed of said corporation.

Given under my hand and seal this 7th day of August, 2017.

My commission expires 5-26-20

Notary Public

MARY I. HAGER NOTARY PUBLIC EXP. 05/26/2020 FREDERICK COUNTY, MD

STATE OF WEST VIRGINIA

COUNTY OF JEFFERSON, to-wit:

I, Ashley Stottlemyer, a Notary Public in and for the state and county aforesaid, do hereby certify that William H. Strider, in his/her capacity as for the Jefferson County Public Service District, signed the foregoing writing bearing date the 1st day of August, 2017, and has this day in my said county, before me, acknowledged the said writing to be the act and deed of said corporation.

Given under my hand and seal this 1st day of August, 2017.

My commission expires August 13, 2020.

OFFICIAL SEAL
Notary Public, State Of West Virginia
ASHLEY N. STOTTLEMYER
340 Edmond Road, Suite A
Kearneysville, WV 25430
My Commission Expires August 13, 2020

Ashley Stottlemyer
Notary Public

EXHIBIT NO. 1

DESCRIPTION OF EXTENSION

Stage 1 of Phase VI

- 903 LF 8" SDR 35 piping
- 126 LF 6" SDR piping
- 6 manholes 4' diameter

The remaining lots in Phase VI will be fully engineered and permitted at a later time.

ALTERNATE SEWER MAIN LINE EXTENSION AGREEMENT

This 1st day of March, 2004, comes the **Jefferson County Public Service District**, Ranson, West Virginia, a public corporation, (hereinafter referred to as the "UTILITY"), and **Beallair Homes, LLC**, (hereinafter referred to as the "DEVELOPER"); and agree to enter into an Alternate Main Line Extension Agreement for the purpose of providing a main line sewer extension to serve the **Beallair Development** Development (hereinafter referred to as the "DEVELOPMENT") which is located in Jefferson County, West Virginia.

WHEREAS, the UTILITY wishes to make sewer facilities available to the greatest number of Jefferson County residents as expeditiously as possible and in as prudent a manner as possible; and

WHEREAS, the DEVELOPER is planning to develop certain lands situate within Jefferson County; and

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

WHEREAS, it is in the best interest of the future users of the DEVELOPER'S property to have sewer facilities; and

WHEREAS, it is in the best interest of the UTILITY'S and the DEVELOPER'S customers to expand the UTILITY'S facilities to anticipate future developments and growth; and

WHEREAS, the construction proposed by this agreement includes two sewer main line extensions; the first, a 4,90 linear feet extension of four inch force main (referred to as the "OFF-SITE Portion") that is to be an extension of the UTILITY'S existing facilities, and second, on-site sewerage utilities consisting of 17,576 linear feet of eight inch diameter gravity sewer, 69 manholes four feet in diameter each, an 85,120 gallons per day average daily flow capacity pump station, and 4,892 linear feet of six inch diameter force main (hereinafter referred to as the "ON-SITE (COLLECTION) SYSTEM",) that is to be an extension of the UTILITY'S sewer facilities into the DEVELOPMENT; (the "OFF-SITE Portion" and "ON-SITE (COLLECTION) SYSTEM" are collectively hereinafter referred to as the "EXTENSION"); and

WHEREAS, the DEVELOPER understands and agrees that the OFF-SITE Portion required to serve the DEVELOPMENT is an integral part of the UTILITY'S future development plans and that in order to provide sewer facilities for the DEVELOPMENT and the UTILITY'S future needs, the OFF-SITE Portion shall be designed for further, future expansion so as to serve additional customers; and

WHEREAS, the DEVELOPER understands that the OFF-SITE Portion covered by this agreement is being designed and constructed at this time to provide sewer facilities for the DEVELOPMENT to enhance the profitability of the DEVELOPMENT; and

WHEREAS, the DEVELOPER understands and agrees that the construction of the EXTENSION at this time, in order to minimize the financial burden on the UTILITY's current customers, requires certain financial commitments by the DEVELOPER to ensure the financial success of the OFF-SITE Portion; and

WHEREAS, the DEVELOPER is familiar with the terms of **Rule 5.3 of the Public Service Commission Rules and Regulations for the Government of Sewer Utilities, (a copy of which is attached hereto)**, and, in order to facilitate the development of the EXTENSION, it willingly waives its right to reimbursement as provided for therein, or in any successor version of such Rule; and

WHEREAS, the DEVELOPER is willing to guarantee the financial success of the OFF-SITE portion of the EXTENSION by providing a letter of credit to the UTILITY that insures the UTILITY'S ability to meet future principal and interest payments on construction loan funds borrowed by the UTILITY for payment for the OFF-SITE Portion of the EXTENSION in the event that customer revenues from the DEVELOPMENT are insufficient to meet future debt service on loan funds initially borrowed by the UTILITY to provide reimbursement to DEVELOPER for construction of the OFF-SITE Portion of the EXTENSION; and

WHEREAS, the DEVELOPER is willing to bear the expense of construction of the ON-SITE (COLLECTION) SYSTEM in the DEVELOPMENT; and

NOW, THEREFORE, 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 UTILITY and DEVELOPER agree:

ARTICLE I

CONDITIONS PRECEDENT

Section 1.01. This agreement and respective terms and obligations of the parties are neither binding nor effective until the Public Service Commission West Virginia's (the "PSC") Final Order approving it is issued.

Section 1.02. At the time this Agreement is signed by the DEVELOPER, the DEVELOPER shall pay to the UTILITY the sum of One Thousand Dollars ($1,000.00) to cover the cost of having the Public Service Commission approve this Agreement. This cost includes, but is not limited to, legal costs expended in obtaining said approval. If the charges to the UTILITY for Public Service Commission approval are less than the amount paid by the DEVELOPER to the UTILITY, the excess shall be refunded to the DEVELOPER. If the charges are greater than the amount paid by the DEVELOPER to the UTILITY, the DEVELOPER shall reimburse the UTILITY for the difference. Payment of the sum of One Thousand Dollars, ($1,000.00) is to be made to the UTILITY by the DEVELOPER prior to this Agreement being forwarded by the UTILITY to the Public Service Commission of West Virginia for approval. Total charges to the DEVELOPER under this Section shall not exceed $5,000.00.

Section 1.03. In recognition of the fact that current proposals for sewer service by developers in Jefferson County could, if such plans are ultimately carried out, exceed

the current treatment capacity available to the UTILITY, and, in further recognition that the UTILITY does not currently have an approved impact fee in its approved tariff, DEVELOPER agrees that it will, upon approval of the Public Service Commission of West Virginia of such a fee, pay to the UTILITY the applicable impact fee for each equivalent residential unit within the DEVELOPMENT connected to the ON-SITE (COLLECTION) SYSTEM following receipt of such approval by the Public Service Commission and inclusion of such fee in the UTILITY's approved tariff.

ARTICLE II

DESIGN

Section 2.01. The DEVELOPER hereby agrees to employ registered professional civil engineers, licensed by the State of West Virginia to design the ON-SITE (COLLECTION) SYSTEM.

Section 2.02. The UTILITY shall bear no financial responsibility for the design of the ON-SITE (COLLECTION) SYSTEM or appurtenances thereto.

Section 2.03. The UTILITY shall have the right to approve/disapprove, prior to the start of construction, all plans, designs and specifications of the ON-SITE (COLLECTION) SYSTEM and all appurtenances thereto, to ensure that the ON-SITE (COLLECTION) SYSTEM transports and otherwise conveys the sewage from the DEVELOPMENT and extensions therefrom in accordance with all current specifications, regulatory or UTILITY requirements, and the terms of this agreement, minimizes line loss or minimizes infiltration and eliminates illegal and improper sources of inflow. The UTILITY may require such revisions of said plans and specifications by the DEVELOPER as are necessary before giving final approval.

Section 2.04. After approval by the UTILITY, the DEVELOPER shall, at his own expense, submit the plans and specifications for the ON-SITE (COLLECTION) SYSTEM to the UTILITY and to the appropriate State, Federal and local regulatory agencies for their approval.

Section 2.05. The DEVELOPER shall, consistent with the terms of Article VI of this Agreement, administer, design and construct the ON-SITE (COLLECTION) SYSTEM to serve the DEVELOPMENT.

Section 2.06. The UTILITY hereby agrees to employ Registered Professional Engineers, licensed by the State of West Virginia to provide the minimum design parameters (size, flow rates and general location) of the OFF-SITE Portion to serve the DEVELOPMENT and existing and future customers of the UTILITY which may result from the development of the Project and further, future extensions of the OFF-SITE Portion.

Section 2.07. The DEVELOPER shall have the ON-SITE (COLLECTION) SYSTEM designed by Registered Professional Engineers, licensed by the State of West Virginia, to meet both the service requirements of the DEVELOPMENT at full planned capacity, and the service requirements of all other customer growth on the OFF-SITE Portion reasonably anticipated and projected by the UTILITY, that may include capacity

sufficient to accommodate additional sewer main line extensions that will connect to the OFF-SITE Portion.

Section 2.08. The UTILITY shall provide design parameters of the proposed OFF-SITE Portion to the DEVELOPER prior to its design so that all parties can agree, in writing, to its sizing and capacity. If the parties cannot agree to the proposed sizing and capacity of the OFF-SITE Portion, the proposed plans and specifications will be submitted to the DOH/DEP for binding determination. Upon receipt of the design parameters of the proposed OFF-SITE Portion, the DEVELOPER shall have a licensed professional engineer proceed to design, at its sole cost and expense, the OFF-SITE Portion of the EXTENSION.

Section 2.09. The DEVELOPER shall assume certain financial responsibility for the construction of the OFF-SITE Portion as set forth in ARTICLE VI of this agreement and the UTILITY shall assume certain financial responsibility for the payment of debt service as set forth in ARTICLE VI of this agreement.

ARTICLE III

PERMITS AND EASEMENTS

Section 3.01. The DEVELOPER shall, at its own expense, obtain all necessary permits, authorizations and approvals of Federal, State and local agencies prior to the construction phase of the ON-SITE (COLLECTION) SYSTEM and shall make such changes as required by said agencies.

Section 3.02. The DEVELOPER shall grant the UTILITY construction and permanent easements within the DEVELOPMENT as shown on the recorded, Planning Commission approved plats signed and sealed by a Professional Land Surveyor, licensed by the State of West Virginia which are made a part hereof, by reference.

Section 3.03. In order that the UTILITY may provide sewer service to adjoining properties of the DEVELOPER'S project, the UTILITY shall require and the DEVELOPER shall agree to provide all necessary easements on the DEVELOPER'S property from the DEVELOPMENT to adjoining properties, at the locations specified by the UTILITY; Provided, however, the "necessary easements" contemplated hereunder shall not impose an unreasonable financial burden on the DEVELOPER. The reasonableness of such financial burden shall be determined by the DEVELOPER, however, such determination shall be on a "reasonable man" basis. In the event that changes made by the UTILITY to its system permit, UTILITY agrees that it will, where feasible, and in the UTILITY'S best interest, take necessary action to eliminate, if possible, any existing easements which are no longer needed by UTILITY. However, it is understood that no such action will be taken by UTILITY unless DEVELOPER agrees to be responsible for the cost of any such action.

Section 3.04. The UTILITY shall assure the DEVELOPER that the DEVELOPER'S construction of the OFF-SITE Portion of the EXTENSION will be within easements and with permits and approvals validly granted to the UTILITY for such construction. The UTILITY shall promptly take and complete such actions as are permitted by law to aid the DEVELOPER in obtaining the necessary easements on land

not owned by the DEVELOPER for the construction of the OFF-SITE Portion of the EXTENSION, including, but not limited to, legal action and the exercise of its powers of eminent domain.

ARTICLE IV

CONSTRUCTION AND INSPECTION AND FINAL TESTING

Section 4.01. The DEVELOPER will construct the ON-SITE (COLLECTION) SYSTEM under this agreement, for all residential, commercial or other customers, either proposed or existing, within the DEVELOPMENT area.

Section 4.02. The UTILITY shall bear no financial or other responsibility for the design and construction of the ON-SITE (COLLECTION) SYSTEM. The DEVELOPER shall pay the UTILITY its cost to provide a full time "resident project representative" during
construction of the complete EXTENSION, including service lines to connect dwellings in the ON-SITE (COLLECTION) SYSTEM. It is understood that a "resident project representative" is only required for periods of actual construction and the DEVELOPER shall only be charged for those periods of actual construction. The fee for such resident project representative shall be at the going rate for such services for water and sewer utilities in Jefferson County, West Virginia

Section 4.03. The DEVELOPER shall provide to the UTILITY two complete sets of plans and specifications and shop drawings of the ON-SITE (COLLECTION) SYSTEM and continually update these plans through the design and construction of the system, as needed. Upon completion of construction, the DEVELOPER shall provide to the UTILITY one mylar reproducible copy of record drawings also known as "as built plans" of the ON-SITE (COLLECTION) SYSTEM.

Section 4.04. The DEVELOPER shall construct the OFF-SITE Portion of the EXTENSION in accordance with the plans and specifications developed in accordance with the UTILITY'S design parameters.

Section 4.05. At all times during the construction of the EXTENSION, the DEVELOPER shall maintain sole ownership of the EXTENSION.

Section 4.06. The DEVELOPER is to commence construction of the OFF-SITE Portion within twelve (12) months after the UTILITY'S acceptance and the issuance by the PSC of a final, non-appealable Order approving this Agreement, together with such other final, nonappealable approvals as are necessary for the orderly development of the DEVELOPMENT. In the event the construction of the EXTENSION, or any portion thereof, is delayed by litigation, administrative proceedings or appeals, or in the event that construction is delayed due to the failure of the UTILITY to diligently and timely provide the design parameters of the OFF-SITE Portion of the EXTENSION, the period within which construction is to commence shall be extended by such period of time as is required to bring such litigation, administrative proceedings or appeals to an unappealable conclusion, or to obtain the requisite design and plans for construction.

Section 4.07. Inspection and Testing.

The DEVELOPER and UTILITY agree to the following:

1. Testing shall be done by the DEVELOPER at his expense under the observation of the UTILITY. All the necessary equipment and labor for testing shall be provided and paid for by the DEVELOPER. The testing procedures and standard shall be conducted as provided in Section 4.09.

2. Testing of the ON-SITE (COLLECTION) SYSTEM shall be done not less than thirty (30) days after the ON-SITE (COLLECTION) SYSTEM (or portion thereof) has been installed. Testing of the OFF-SITE Portion shall be done not less than thirty (30) days after the OFF-SITE Portion (or portions thereof) have been installed.

3. The DEVELOPER agrees to give the UTILITY at least 48 hours notice of any tests to be done and the UTILITY agrees to provide a qualified representative to witness and approve the test.

4. A light test when applicable will be conducted according to the accepted industry standards and regulatory and UTILITY requirements.

5. An air test to check for infiltration and exfiltration will be carried out according to the accepted industry specifications and regulatory and UTILITY requirements. With the UTILITY'S permission, certain tests may be substituted in some instances.

6. If the EXTENSION fails any of these tests then the DEVELOPER shall remedy the defect at his expense. And the repairs and tests shall be repeated under the supervision of the UTILITY.

7. The UTILITY agrees to notify the DEVELOPER, in writing as soon as possible, but in no event not later than four (4) working days of the test(s), as to whether EXTENSION is acceptable and if not, what parts are defective and what remedies are required. If DEVELOPER'S representative is present at the time of inspection, said presence constitutes notice to the DEVELOPER, and the DEVELOPER may commence with any repairs or changes immediately, with a written copy of notice to be sent within four (4) working days.

Section 4.08. The UTILITY shall inspect and approve, prior to the implementation of service, the construction of the EXTENSION to ensure that sewage will be collected and transported in accordance with current Federal, State and Local regulations and the terms of the Agreement, that infiltration is minimized and that illegal and improper sources of inflow are eliminated and/or line loss is minimized, and that the system is constructed in accordance with the Plans and Specifications, using materials in compliance with Federal, State and UTILITY'S standards, consistent with sound utility practices. Such inspection shall be at the DEVELOPER'S cost. A one year guarantee of materials and workmanship shall be provided by the DEVELOPER.

Section 4.09. Testing Procedures and Standards:

ALIGNMENT AND DEFLECTION TESTS

The alignment test is to make sure the pipe is laid on grade. The deflection test is to ensure that the pipe is not collapsed or otherwise bent.

LIGHT TEST

The light test is a check to see that the pipe is properly aligned and not collapsed. The procedure for doing the test is to shine a light into the pipe between each manhole where applicable. If one sees a full circle of light then the test is passed verification. Further testing may be conducted eleven (11) months after installation by Mandrel test procedures as described below.

MANDREL TEST

If less than a full circle is observed during the initial light test, the mandrel test will be required. The mandrel will check for deflected pipe. A mandrel is a rigid round object with a diameter 95 percent of the inside diameter of the pipe. The mandrel test is accomplished by manually pulling the mandrel through the pipe. Mechanical pulling is not allowed. If the mandrel passes through without resistance then the pipe has passed the test. If the mandrel appears to have passed through a puddle of water further investigation needs to be done to find the low places(s).

INFILTRATION AND EXFILTRATION TESTS

If the pipe is below the water table this check is to ensure that ground water will not infiltrate the line. If the pipe is above the water table this check is to make sue the sewer does not leak out of the pipe.

LOW PRESSURE AIR TEST

The low pressure air test is performed using the following procedure:

1. Plug both ends of the sewer line using pneumatic plugs. Make sure the plugs are securely blocked. The plug at one end shall have an orifice to allow air to pass into the pipe. The same plug shall have an accurate air gauge having a range of 0 to 25 PSI with minimum divisions of .10 PSI.

2. Air pressure shall be slowly introduced into the section of the line being tested until the air pressure in the line is 4.0 PSI. A minimum of two minutes shall be provided to allow the air pressure to stabilize within the pipe. Air may be slowly added or subtracted to maintain the 4.0 PSI pressure.

3. After the two minute stabilization period, adjust the pressure to exactly 3.5 PSI. Start the stopwatch. When the pressure reaches 2.4 PSI stop the stopwatch. The portion of the line shall pass if the time for the pressure to go from 3.5 PSI to 2.5 PSI is

greater than the time shown on the following table, then no further infiltration/exfiltration testing shall be required on the pipe.

Pipe Diameter (Inches)
4
6
8
10
12
15
18
21
24

Time (Minutes)
2.0
3.0
4.0
5.0
5.5
7.5
8.5
10.5
11.5

In areas where the ground water is above the level of the pipe, the pressure will be increased according to the UTILITY'S specifications. In the event the pipe does not pass, further appropriate investigation as directed by the UTILITY shall be conducted and the pipe repaired. After the repair is completed, testing shall be repeated as provided in Section 4.06.

MANHOLE TEST (Vacuum)

Manholes shall be vacuum tested as follows:

1. All pipes entering the manhole shall be plugged, taking care to securely brace the plugs from being drawn into the manhole.

2. The test head shall be placed at the top of the same section and the seal inflated in accordance with the manufacturer's recommendation.

3. A vacuum of 10 inches of mercury shall be drawn and the vacuum pump shut off.

With the valves closed, the time shall be measured for the vacuum to drop to 9 inches. The manhole shall pass if the welltime is greater than 60 seconds for a 48" diameter manhole, 75 seconds for 60"; and 90 seconds for 72".

4. If the manhole fails the initial test, necessary repairs shall be made with a non-shrink grout. Retesting shall proceed until a satisfactory test is obtained.

Section 4.10. Final Testing and Inspection.

The UTILITY shall have the right to visually inspect and conduct tests upon the EXTENSION (or portion thereof) before it takes possession of the EXTENSION. If defects are found, the UTILITY shall notify the DEVELOPER in writing, as soon as possible, but in no event not later than four (4) working days, of such defects and prescribe the action necessary to remedy the problem. Any defects will be repaired by the DEVELOPER. Testing after repairs are completed will be done by the

DEVELOPER at his expense under the supervision of the UTILITY as provided in Sections 4.07 and 4.08.

SECTION 4.11. In addition to the tests called for under Sections 4.07, 4.08 and 4.10, the UTILITY shall have the right to conduct, at UTILITY expense, final tests of the EXTENSION to include but not limited to mandrel, air pressure, hydrostatic, and visual inspection tests in accordance with UTILITY'S specifications. DEVELOPER is not to make final hook up until such time as record (as built) plans are submitted to the UTILITY, all aspects of the EXTENSION have been inspected and approved by the UTILITY.

ARTICLE V

TRANSFER OF OWNERSHIP

Section 5.01. Upon completion of the construction of the entire EXTENSION, or specific phases or portions of the EXTENSION as agreed by the DEVELOPER and the UTILITY, and when the DEVELOPER shave have obtained such Federal, State, and required local certifications, authorizations or approvals at the DEVELOPER'S expense, the DEVELOPER shall provide the UTILITY with written notice of completion that the entire or specific phase of the EXTENSION is completed in all respects. As used in this and subsequent Sections, "completed in all respects" includes, but is not limited to, the EXTENSION or phase of the EXTENSION being completed, all engineers, materialmen, contractors and subcontractors of the DEVELOPER have been paid for their work on the EXTENSION or specific phase of the EXTENSION, and a legal certification from the DEVELOPER that all legal disputes regarding the EXTENSION or specific phase of the EXTENSION are resolved, and no outstanding liens or potential liens exist regarding the EXTENSION or specific phase of the EXTENSION, the same to be certified in writing by the DEVELOPER. Transfer of ownership may take place in phases as areas of the DEVELOPMENT are built, provided all conditions as stated in this Section are met.

Section 5.02. Upon receipt of the written notice described in Section 5.01, the UTILITY shall have fifteen (15) days to inspect the entire EXTENSION, specific phase of the OFF-SITE Portion, or specific phase of the ON-SITE (COLLECTION) SYSTEM to determine that the EXTENSION (or any specific phases or portions of the EXTENSION as agreed upon by the DEVELOPER and UTILITY) has been properly designed and constructed in accordance with the plans and specifications and will satisfactorily collect and transport sewage from the DEVELOPMENT in accordance with current applicable regulations and the terms of the Agreement, minimize infiltration/exfiltration when applicable, eliminated illegal and improper sources of inflow, and is constructed in accordance with UTILITY'S specifications and construction standards. If at the time of inspection, DEVELOPER'S representative is present, then that presence constitutes notice to the DEVELOPER, and the DEVELOPER may commence repairs or improvements immediately. The UTILITY shall provide the DEVELOPER, in writing, as soon as possible, but in no event, not later than fifteen (15) days after receiving written notice of final completion from the DEVELOPER, a list of changes, repairs, or additions, if required, which the UTILITY believes are necessary to comply with the plans and specifications and to place the entire EXTENSION or specific phase of the EXTENSION

in good and proper working condition, to the satisfaction of the UTILITY. Once such changes, repairs and additions have been made, the DEVELOPER shall provide the UTILITY with additional written notice as set forth in Section 5.01 and the UTILITY shall have the same rights as it had upon receipt of the initial notice.

Section 5.03. If, after receipt of the notice set forth in Section 5.01, the UTILITY determines that the entire EXTENSION or specific phase of the EXTENSION is in good and proper working condition, that no changes, repairs or additions are necessary, and that the entire EXTENSION or specific phase of the EXTENSION is complete in all respects in accordance with the plans and specifications and that the property and facilities to be transferred are capable of being accessed by others, the DEVELOPER shall deliver, and the UTILITY shall acquire, in accordance with the terms outlined in Article VI herein, ownership of the entire EXTENSION or specific phase of EXTENSION, including easements, and all real property and easements necessary for ownership, operation and maintenance of the entire EXTENSION or specific phase of the EXTENSION and all extensions thereto. At such time the UTILITY shall also issue a written Notice to the DEVELOPER certifying the appropriate phase is completed and accepted.

Section 5.04. At the time of transfer of ownership, the DEVELOPER shall deliver to the UTILITY a mylar reproducible original and three (3) blue line printed copies of the plans and specifications of the EXTENSION, or portion thereof to be transferred to the UTILITY, reflecting its actual design and construction. The DEVELOPER shall also deliver to the UTILITY all shop drawings, operating manuals, and written warranties that were required by the construction specifications and drawings.

Section 5.05. Nothing in this Article shall be construed to prevent the UTILITY from purchasing ownership of the EXTENSION a section at a time or any portion less than the completion of the entire EXTENSION.

ARTICLE VI

FINANCIAL TERMS

Section 6.01. Prior to the construction of any phase of the EXTENSION, the DEVELOPER shall obtain independent financing for the construction of such phase of the EXTENSION and shall provide the UTILITY with adequate assurances (such as a loan commitment letter issued by a federally insured banking institution) that sufficient capital has been obtained to complete the construction of the approved phase of the EXTENSION.

Section 6.02. Prior to construction of the OFF-SITE Portion, the DEVELOPER shall provide to the UTILITY an unconditional, irrevocable, and assignable letter of credit issued by a federally insured lending institution, with offices in the State of West Virginia, in such form and substance as the UTILITY may approve, for the total amount allocated to the design, construction, and operation costs of the OFF-SITE Portion benefitting the proposed development, said amount estimated to be $60,000.00. Should the estimate change or actual construction cost differ from the original estimate, then the revised estimate or actual construction cost shall be used to calculate the obligations herein. The UTILITY shall have the right to assign its interest in the Letter of

Credit to a lender of its choice. The purpose of such Letter of Credit is to guarantee that there will be sufficient cash flow available to the UTILITY from the operation of the EXTENSION to cover the debt service upon the UTILITY'S initial permanent financing, as referenced in Section 6.04, of the OFF-SITE Portion in the event that the DEVELOPMENT fails to be built out at the projected rate.

Section 6.03. The UTILITY and the DEVELOPER will work together to obtain expeditious approval of this Agreement by the Public Service Commission of West Virginia.

Section 6.04. The UTILITY shall obtain permanent financing to reimburse the DEVELOPER for the cost of construction (including design costs) of the OFF-SITE Portion necessary to serve the proposed development, and the DEVELOPER shall cooperate with that lender to secure the UTILITY'S loan and provide necessary reporting or other information required by the UTILITY'S lender.

Section 6.05. The DEVELOPER shall finance and complete the construction of the ON-SITE (COLLECTION) SYSTEM or specific phase of the ON-SITE (COLLECTION) SYSTEM and shall, in accordance with the provisions set forth herein, deliver the completed ON-SITE (COLLECTION) SYSTEM to the UTILITY at the earliest possible date. DEVELOPER acknowledges that it is aware of the existence of the reimbursement provisions of Rule 5.3 of the Public Service Commission's Rules and Regulations for the Government of Sewer Utilities, a copy of which is attached hereto as Exhibit 1, and knowingly waives its rights that it might have under that provision, or under any succeeding version of such provision. When the UTILITY'S engineer should require the DEVELOPER to construct or install ON-SITE facilities that are sized to accommodate the needs of customers outside the DEVELOPMENT, UTILITY agrees that the DEVELOPER will be entitled to a one time lump sum reimbursement for the difference in project costs related solely to the increased size of facilities, at the time the rights to the ON-SITE facilities and related property rights are transferred to the UTILITY.

Section 6.06. The DEVELOPER shall finance and complete the construction of the OFF-SITE Portion and shall, in accordance with the provisions set forth herein, deliver the completed OFF-SITE Portion to the UTILITY at the earliest possible date. The DEVELOPER shall be reimbursed the agreed upon amount when the appropriate provisions of this Agreement relating to inspection, testing and transfer have been completed and upon receipt of the appropriate OFF-SITE Letter of Credit. The DEVELOPER'S OFF-SITE Letter of Credit shall be reviewed in January and July of each year and such Letter of Credit shall be proportionally reduced based upon the number of customers actually connected in the DEVELOPMENT, as determined by the UTILITY.

ARTICLE VII

REPRESENTATIONS AND WARRANTIES

Section 7.01. The UTILITY represents and warrants that the execution, delivery and performance of this agreement by the UTILITY will have been duly authorized, and

this Agreement constitutes a valid and binding obligation of the UTILITY enforceable in accordance with its terms.

Section 7.02. The DEVELOPER represents and warrants that both the ON-SITE (COLLECTION) SYSTEM and the OFF-SITE Portion will be designed and constructed in accordance with the plans and specifications approved by the UTILITY. The DEVELOPER hereby warrants the DEVELOPER'S work on all aspects and components of the EXTENSION constructed by the DEVELOPER for one (1) year from the date of transfer of ownership to the UTILITY and will make such changes, repairs and additions, at the DEVELOPER'S expense, as are reasonably needed to maintain the EXTENSION in a proper working condition. All underground pipe will be accepted by the UTILITY "as is" at the time of transfer and will be warranted by the DEVELOPER for one (1) year after the date of transfer as to defects in materials and workmanship. However, the UTILITY will be obligated to accept the EXTENSION only if a "resident project representative" was present during actual construction, pursuant to Section 4.02.

ARTICLE VIII

SUBSEQUENT CONNECTIONS

Section 8.01. Tap fees shall be waived if the sewer connection is done by the DEVELOPER and installation is observed by the UTILITY. A tap is defined as being a connection leading from the ON-SITE (COLLECTION) SYSTEM to the lot.

Section 8.02. The DEVELOPER hereby agrees that in the event that the DEVELOPER transfers any portion of the DEVELOPER'S property within the DEVELOPMENT to any individual, corporation, or other entity, the DEVELOPER'S duties and responsibilities under this Agreement shall be binding on and assumed by any such successor and assigns, whereupon the DEVELOPER (F & M Bank - Winchester) shall be relieved and released from any further responsibility, liability, or obligation under this Agreement as to such portion of the DEVELOPER'S property.

ARTICLE IX

MISCELLANEOUS PROVISIONS

Section 9.01. Nothing in this agreement shall be construed to make the UTILITY liable or responsible for any obligations of the DEVELOPER, nor shall this agreement be construed to make the DEVELOPER liable or responsible for any obligations of the UTILITY, except as specifically stated herein.

The DEVELOPER hereby agrees to save and indemnify and keep harmless the UTILITY 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, resulting from the construction contemplated herein, whether occasioned by said DEVELOPER or his employees or any other person or persons and the DEVELOPER will defend any and all suits that

may be brought against the UTILITY for any expenditures that the UTILITY may take by reason for such accidents.

The DEVELOPER hereby agrees to save and indemnify and keep harmless the UTILITY 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 COLLECTION SYSTEM or upon the DEVELOPMENT property upon which the COLLECTION SYSTEM is located arising out of labor and materials used by the DEVELOPER and his contractors and subcontractors resulting from construction of the COLLECTION SYSTEM and said DEVELOPMENT.

Section 9.02. Upon transfer of ownership to the UTILITY, nothing in this agreement shall be construed to provide the DEVELOPER with any ownership or other interest in or responsibility for the COLLECTION SYSTEM, which shall become the exclusive property of the UTILITY. However, DEVELOPER retains the right to continue to construct, utilize, and hook up to the transferred portion of the system, pursuant to the then-applicable rates, tariffs, rules and regulations of the Public Service Commission of West Virginia, so as to provide access for and service to the remaining portions of the DEVELOPMENT.

Section 9.03. This agreement constitutes the entire agreement between the UTILITY and the DEVELOPER with respect to the matters addressed and may be amended only in a subsequent writing executed by all parties.

Section 9.04. This agreement may not be assigned by any party without mutual written consent and is binding upon all purchasers, heirs or assigns. The parties hereto agree that the consent to such assignment shall not be unreasonably withheld.

Section 9.05. The DEVELOPER and the UTILITY agree that, as the initial step in resolving any technical disputes that arise in the interpretation of this agreement, an arbitration committee of three qualified individuals with extensive knowledge in the related field will attempt to resolve the issue. One person shall be selected by the DEVELOPER, another person shall be selected by the UTILITY. Together, they will select the third. This section does not remove any rights, by either party, to seek resolution by any other means, including, but not limited to, the Court system.

Section 9.06. If any portion of this agreement is declared void or unenforceable as a result of a change in Federal or State law or regulations or by a change in Federal, State or local specifications, the remaining section will remain in force and any party to this agreement may propose an amendment to the offending section or part thereof to bring it back into compliance.

Section 9.07. The article and section headings in this agreement are merely for the convenient reference of the parties and shall not affect the meaning or interpretation of this agreement.

Section 9.08. The term of this agreement is to run for the entire length of time that it takes the DEVELOPER to complete the construction of the development.

Section 9.09. The DEVELOPER has read and understands the provisions of the Public Service Commission's extension of mains rule (Rule 5.3 of the Rules and

Regulations of the Government of Sewer Utilities). A copy of said rule is hereby attached and made a part of this agreement, and DEVELOPER has expressly waived the applicability of such rule or any successor thereto with respect to the COLLECTION SYSTEM contained herein; both the UTILITY and DEVELOPER have jointly consented to the utilization of this alternate plan and the DEVELOPER expressly waives any right for any reimbursement for the costs incurred in the construction and installation of the COLLECTION SYSTEM; except as provided for herein.

Section 9.10. The DEVELOPER agrees to waive its right to a detailed cost estimate, as provided in Rule 5.3.4 of the Rules and Regulation of the Government of Sewer Utilities.

WITNESS the following signatures this 1 day of March, 2004

BEALLAIR HOMES, LLC

By:

Its: General Manager

JEFFERSON COUNTY PUBLIC SERVICE DISTRICT

By: Harry M. Kable

Its: Chairman

STATE OF West Virginia
COUNTY OF Jefferson, to-wit:

I, Pamela J. Wilt, a Notary Public in and for the state and county aforesaid, do hereby certify that Ed Wormald, as General Manager for Beallair Homes, LLC signed the foregoing writing bearing date the 1st day of March, 2004, and has this day in my said county, before me, acknowledged the said writing to be his act and deed.

Given under my hand and seal this 1st day of March 2004.

My commission expires March 12, 2007.

Pamela J. Wilt
Notary Public

OFFICIAL SEAL
NOTARY PUBLIC - STATE OF WV
PAMELA J. WILT
405 STRIDER ROAD
KEARNEYSVILLE, WV 25430
My Commission Expires Mar. 12, 2007

STATE OF WEST VIRGINIA
COUNTY OF JEFFERSON, to-wit:

I, Pamela J. Wilt, a Notary Public in and for the state and county aforesaid, do hereby certify that Harry M. Kable, as Chairman for the Jefferson County Public Service District, signed the foregoing writing bearing date the 1st day of March, 2004, and has this day in my said county, before me, acknowledged the said writing to be the act and deed of said corporation.

Given under my hand and seal this 1st day of March, 2004.

My commission expires March 12, 2007.

Pamela J. Wilt
Notary Public

jefferso\beallair\agrmnt

OFFICIAL SEAL
NOTARY PUBLIC - STATE OF WV
PAMELA J. WILT
405 STRIDER ROAD
KEARNEYSVILLE, WV 25430
My Commission Expires Mar. 12, 2007