CHARLES TOWN UTILITY BOARD
AGENDA

WEDNESDAY, JUNE 9, 2021

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

CALL TO ORDER

1. **APPROVAL OF MINUTES**
   a. Approval of May 26, 2021 Regular Meeting Minutes
   UB Minutes May 26, 2021.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.

   The public is invited to attend this meeting via webcast (www.ctubwv.com - Board Meetings - Meeting Agendas and Minutes 2021). The public may also attend the meeting by accessing the following zoom link:
   https://zoom.us/j/95067296743?pwd=MDdwLzJBZlFQd0E2T3BZUXJxYnR4UT09
   or by calling 1-301-715-8592 and entering the Meeting ID 950 6729 6743 and Passcode 885959.

3. **UNFINISHED BUSINESS**

4. **NEW BUSINESS**
   a. Route 9 Sewer Project Resolution No. 15 - Final Contractor Pay Application No. 014, Hatch Invoices and CTUB Reimbursement
   RESOLUTION 15.pdf
   HATCH FINAL INVOICES.pdf
   b. Route 9 Sewer Project Resolution No. 16
   Resolution No 16.pdf

c. Request to Assign AMEA for Route 9 Sewer Project
Assignment of AMEA Route 9.pdf
d. Request to Assign AMEA for Huntfield
Assignment of Huntfield AMEA.pdf
e. Thrasher Task Order 4 - Specification Review and Pump Station Specifications
Thrasher Task Order 4.pdf

5. **MANAGER REPORTS**
a. Utility Manager Report
UM Report 6-9-21.pdf
b. Chairman Report
i. CIF Evaluation

6. **APPROVAL OF BILLS**
a. June 9, 2021
Board Report 6.09.21.pdf

7. **INFORMATION ONLY - NEXT MEETING - JUNE 23, 2021 AT 4:00 P.M.**
a. Thrasher Task Order 3
Thrasher Task Order 3.pdf
b. Capacity Improvement Fee Analysis Schedule - Updated June 3, 2021
CIF Fee Evaluation Schedule-Rev 6-3-21.pdf

ADJOURNMENT

May 26, 2021

The Charles Town Utility Board held a virtual meeting on May 26, 2021 at 4:00 p.m. Members of the Board present were Daryl Hennessy, Pete Kubic, Tommy Stocks and Jacquelyn Milliron. Also present were Kristen Stolipher, April Shultz and Ashley Stottlemyer. The Chairman called for changes or corrections to the May 12, 2021 regular meeting minutes. The Board approved the minutes as presented. The Board received one public comment.

Next, Tracey Eberling from Steptoe & Johnson, gave a presentation on Sexual Harassment Prevention for the board member training topic this month. Ms. Eberling reviewed CTUB's policy against workplace harassment along with harassment and discrimination prevention.

The Chairman next opened the floor for discussion on Andy's Pizza – Sewer Availability Request. Kristen mentioned the sewer availability letter sent to Andy's Pizza was based on the tariff calculation at 88 seats for a CIF totaling $51,663.30. The owner, Andy Colandrea, requested an evaluation of the fees. Kristen provided that after assessing the actual usage for the existing facility and comparing with other similar commercial establishments, the CIF would be $11,099.73 for the proposed building. Kristen noted the Board has done this in prior instances when a request to review the fees are made. Jacquelyn disagreed with the evaluation and would like to follow the tariff so all new users are treated equal. Motion by Pete, second by Tommy, the Board approved the CIF adjustment based on actual usage and not the tariff chart, as done in other instances. Jacquelyn opposed.

The Board next discussed Shenandoah Extraction & Processing, LLC. Map 2, Parcel 9 – Discussion on Water and Sewer Service. Kristen explained that a request was received from Gordon regarding the former 3M/Kodak plant in Middleway. The owner of the property has contracted with Gordon to assist in evaluating the redevelopment options of the property and the ability to have reliable water and sewer through a public utility. Jason Gerhart, from Gordon, was in the audience to present the request. He mentioned Berkeley County PSSD and Berkeley County PSWD both have utilities in close proximity to the property, but have requested he speak with CTUB first. Kristen mentioned the Jefferson County PSD has done arrangements with Berkeley County similar to this in the past. The Board was in agreement with this option as long as service is exclusive to this site with acknowledgment that CTUB may serve the property in the future if an onsite facility is ever constructed. Motion made by Tommy, second by Pete, the Board approved Berkeley County serving water and sewer to this property contingent on Berkeley County securing all easements as required and necessary approvals.

Next discussed was Precision Pump and Valve Service – Raw Water Pump Repair. Kristen noted the quote was for the repair of a pump at the water intake. Motion made by Jacquelyn, second by Tommy, the Board approved the quote with Precision Pump and Valve Service.

The Chairman next opened the floor for discussion on the 6th Avenue Tank – T-Mobile Lease Agreement. Kristen mentioned the lease amendment was for the addition of a generator at the tank which will increase the lease $200 a month. It also included a revision for a 2% cost of living increase each year rather than 10% every 5 years. Jacquelyn suggested a grammatical revision to the document. Motion by Pete, second by Jacquelyn, with discussion from Jacquelyn, the Board approved the T-Mobile lease amendment for the 6th avenue tank.

Next, the Board discussed Tuscawilla MBR Replacement Basin 3 Resolution No. 2 – Contractor Pay Application No. 002. Kristen stated this Resolution would close out the project. Staff is utilizing the bond refunding money for sewer leaving a balance of approximately $2,000.00 that must be spent by August. Motion by Tommy, second by Pete, with discussion from the Board, the Board approved Resolution No. 2 – Contractor Pay Application No. 002.

The Utility Manager Report was next addressed. Kristen briefed the Board on this month's sewer and water efforts. She noted she met with Lee Snyder and PSC Technical Analyst regarding the Shenandoah Junction Public Sewer failing utility request. The current preference is a single connection to the CTUB system rather than acquiring the facilities, however, the PSC may provide alternatives. Kristen also mentioned she met with John Kunkle, CPA, and Connie Heppenstall from Gannett Fleming to evaluate the Cost-of-Service study which will be presented to the Board at the June 23 meeting. Also, the NPDES permit renewal has been received and open for public comments from June 2 through July 2.

Kristen also requested the Board provide her with feedback on the draft ARPA funding request letter discussed last meeting. She will be sending a letter to the County Commission, and both the City of Charles Town and City of Ranson. Jacquelyn had questions on the projects listed in the draft letter. Jacquelyn also requested staff list items on the agenda that will be discussed in both the Utility Manager and Chairman Reports. The Chairman had nothing to address under the Chairman Report.

The Board next discussed the Approval of Bills. Motion by Tommy, second by Pete, with discussion from Jacquelyn, the Board approved the payment of bills. Staff also included a letter from the PSC, providing no comments on the 2020 Annual Report Review. Also included was the GDF Water System Facility Plan Engineering Proposal. Kristen mentioned that GDF would be conducting an evaluation on the treatment facility while Dewberry would be evaluating the distribution system before tackling a CIF review. The meeting was adjourned at 5:34 p.m. The June 9th regular meeting will be held virtually beginning at 4:00 p.m.

_____ _____

Chairman Secretary

CHARLES TOWN UTILITY BOARD
ROUTE 9 SEWER PROJECT

RESOLUTION NO. 15

RESOLUTION OF THE CITY OF CHARLES TOWN UTILITY BOARD APPROVING INVOICES RELATING TO THE CONSTRUCTION AND OTHER SERVICES FOR THE ROUTE 9 SEWER PROJECT AND AUTHORIZING PAYMENT THEREOF,

WHEREAS, the City of Charles Town Utility Board has reviewed the invoices attached hereto and incorporated herein by reference relation to the project funded by ROXUL USA, Inc., dba ROCKWOOL under an Alternate Mainline Extension Agreement (WV PSC Case No. 191025-S-PC, approved November 22, 2019) and the Escrow Agreement dated October 11, 2019.

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED the City of Charles Town Utility Board that the payment of the attached Contractor's Application for Payment No. 14 FINAL, HATCH Invoice No. 90779311 and the CTUB Reimbursement per the attached Schedule B (See Column - Resolution No. 15) as summarized below, is hereby authorized and directed.

Vendor	Route 9 Sewer Project
Snyder Environmental Services, Inc.	$32,625.00
HATCH	$13,760.10
CTUB Reimbursement	$12,584.50
Total	**$58,969.60**

ADOPTED BY the City of Charles Town Utility Board, at the meeting held on the 9th day of June 2021.

By: _____
Daryl Hennessy, Chairman

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Contractor's Application for Payment No. 14 FINAL

	Application Period: 3/12/2021 to 6/3/2021	6/3/2021
To (Owner): **Charles Town Utility Board**	From (Contractor): **Snyder Environmental Services**	Via (Engineer): **Hatch Associates Consultants, Inc.**
Project: **Route 9 Sewer Project Ranson, WV**	Contract:	
Owner's Contract No.:	Contractor's Project No.: 20018	Engineer's Project No.: **H-359787**

Application For Payment

Change Order Summary

Approved Change Orders

Number	Additions	Deductions
01		$1,162,000.00
02		$1,177,551.00
03	$902,406.49	
04		$75,000.00
05		$26,160.87
6	$62,514.40	
9	$2,474.70	
TOTALS	$967,395.59	$2,440,711.87
NET CHANGE BY CHANGE ORDERS	**-$1,473,316.28**	

1. **ORIGINAL CONTRACT PRICE**	$	**$8,453,848.00**
2. **Net change by Change Orders**	$	**-$1,473,316.28**
3. **Current Contract Price (Line 1 ± 2)**	$	**$6,980,531.72**
4. **TOTAL COMPLETED AND STORED TO DATE**	$	**$6,980,531.72**
5. **RETAINAGE:**		
a. X $3,490,265.86 **Work Completed**	$	
b. 5% X **Stored Material**	$	
c. **Total Retainage (Line 5.a + Line 5.b)**	$	
6. **AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)**	$	**$6,980,531.72**
7. **LESS PREVIOUS PAYMENTS (Line 6 from prior Application)**	$	**$6,947,906.72**
8. **AMOUNT DUE THIS APPLICATION**	$	**$32,625.00**
9. **BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above)**	$	**$0.00**

Contractor's Certification

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

Contractor Signature

By: Brandon L	Date: 6/3/2021

Payment of: $ _____
(Line 8 or other - attach explanation of the other amount)

is recommended by: _____ _____
(Engineer) (Date)

Payment of: $ _____
(Line 8 or other - attach explanation of the other amount)

is approved by: _____ _____
(Owner) (Date)

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

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Progress Estimate - Unit Price Work **Contractor's Application**

For (Contract):	Route 9 Sewer Project Ranson, WV	Application Number:	14 FINAL
Application Period:	3/12/2021 to 6/3/2021	Application Date:	6/3/2021
Engineer's Project Number:	H-359787		

A					B	C		D		E	F		G
Bid Item Code	Description	Item Quantity	Units	Unit Price	Scheduled Value ($)	Work Completed: Quantity Installed this Period	Work Completed: Value of Work Installed This Period	Work Completed: Quantity Installed to Date	Work Completed: Value of Work Installed to Date	Materials PresentlyStored (not in C or D)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
100	**MOBILIZATION**												
101	MOBILIZE EQUIPMENT	1.00	LS	$ 300,000.00	$ 300,000.00	0	$ -	1.00	$300,000.00		$300,000.00	100.0%	$ -
102	BLASTING STAKEOUT	1.00	LS	$ 75,000.00	$ 75,000.00	0	$ -	1.00	$75,000.00		$75,000.00	100.0%	$ -
103	CONSTRUCTION STAKEOUT	1.00	LS	$ 75,000.00	$ 75,000.00	0	$ -	1.00	$75,000.00		$75,000.00	100.0%	$ -
104	VIDEO DOCUMENTATION	1.00	LS	$ 25,000.00	$ 25,000.00	0	$ -	1.00	$25,000.00		$25,000.00	100.0%	$ -
105	SUBMITTALS	1.00	LS	$ 25,000.00	$ 25,000.00	0	$ -	1.00	$25,000.00		$25,000.00	100.0%	$ -
106	BONDS & INSURANCE	1.00	LS	$ 100,000.00	$ 100,000.00	0	$ -	1.00	$100,000.00		$100,000.00	100.0%	$ -
200	TRAFFIC CONTROL	1.00	LS	$ 27,700.00	$ 27,700.00	0	$ -	1.00	$27,700.00		$27,700.00	100.0%	$ -
300	EROSION AND SEDIMENT CONTROL	1.00	LS	$ 60,000.00	$ 60,000.00	0	$ -	1.00	$60,000.00		$60,000.00	100.0%	$ -
400	GRAVITY SEWER 6" & 8", OPEN CUT	1,085.00	LF	$ 107.00	$ 116,095.00	0	$ -	1101.00	$117,807.00		$117,807.00	101.5%	$ (1,712.00)
500	GRAVITY SEWER 10", OPEN CUT	1,014.00	LF	$ 101.00	$ 102,414.00	0	$ -	1025.00	$103,525.00		$103,525.00	101.1%	$ (1,111.00)
600	GRAVITY SEWER 12", OPEN CUT	3,567.00	LF	$ 119.00	$ 424,473.00	0	$ -	3588.00	$426,972.00		$426,972.00	100.6%	$ (2,499.00)
700	GRAVITY SEWER 15", OPEN CUT	3,776.00	LF	$ 130.00	$ 490,880.00	0	$ -	3776.00	$490,880.00		$490,880.00	100.0%	$ -
800	FORCE-MAIN (6"-4") OPEN CUT	4,149.00	LF	$ 121.00	$ 502,029.00	0	$ -	4122.00	$498,762.00		$498,762.00	99.3%	$ 3,267.00
900	FORCE-MAIN (6"-4") IN EX. RT. 9 CASING	265.00	LF	$ 252.00	$ 66,780.00	0	$ -	265.00	$66,780.00		$66,780.00	100.0%	$ -
1000	FORCE-MAIN (6"-4") AIR VAULT & INTERNALS	6.00	EA	$ 8,370.00	$ 50,220.00	0	$ -	8.00	$66,960.00		$66,960.00	133.3%	$ (16,740.00)
1300	FORCE-MAIN (8"-6"-8") OPEN CUT	11,646.00	LF	$ 93.00	$ 1,083,078.00	0	$ -	11675.00	$1,085,775.00		$1,085,775.00	100.2%	$ (2,697.00)
1400	FORCE-MAIN (8"-6"-8") AIR VAULT & INTERNALS	21.00	EA	$ 8,370.00	$ 175,770.00	0	$ -	21.00	$175,770.00		$175,770.00	100.0%	$ -
1700	FORCE-MAIN MISC. DIP FITTINGS, IF DIRECTED	2,000.00	LBS	$ 7.00	$ 14,000.00	0	$ -						$ 14,000.00
1800	CONCRETE CLASS B, IF DIRECTED	100.00	CY	$ 435.00	$ 43,500.00	0	$ -						$ 43,500.00
1900	CASING 24" BORED, W/ 10" GRAVITY SEWER	62.00	LF	$ 540.00	$ 33,480.00	0	$ -	65.00	$35,100.00		$35,100.00	104.8%	$ (1,620.00)
2000	CASING 24" BORED, W/ 12" GRAVITY SEWER	94.00	LF	$ 532.00	$ 50,008.00	0	$ -	94.00	$50,008.00		$50,008.00	100.0%	$ -
2100	CASING 24" BORED, W/ 6"-4"-6" FORCE-MAINS	130.00	LF	$ 596.00	$ 77,480.00	0	$ -	110.00	$65,560.00		$65,560.00	84.6%	$ 11,920.00
2200	CASING 30" BORED, W/ 15" GRAVITY SEWER	162.00	LF	$ 779.00	$ 126,198.00	0	$ -	166.00	$129,314.00		$129,314.00	102.5%	$ (3,116.00)
2300	CASING 36" BORED, W/ 8"-6"-8" FORCE-MAINS	141.00	LF	$ 692.00	$ 97,572.00	0	$ -	205.00	$141,860.00		$141,860.00	145.4%	$ (44,288.00)
2600	MANHOLE, 4'-DIA. (UP TO 6' DEEP)	44.00	EA	$ 7,630.00	$ 335,720.00	0	$ -	44.00	$335,720.00		$335,720.00	100.0%	$ -
2700	MANHOLE BV-03 (DOGHOUSE), 4'-DIA. (UP TO 6' DEEP)	1.00	EA	$ 7,500.00	$ 7,500.00	0	$ -	1.00	$7,500.00		$7,500.00	100.0%	$ -
2800	MANHOLE DC-02 (DOGHOUSE), 4'-DIA. (UP TO 6' DEEP)	1.00	EA	$ 7,500.00	$ 7,500.00	0	$ -	1.00	$7,500.00		$7,500.00	100.0%	$ -
2900	MANHOLE EXTENSION, 4'-DIA.	130.00	VF	$ 167.00	$ 21,710.00	0	$ -	127.10	$21,225.70		$21,225.70	97.8%	$ 484.30
3000	MANHOLE DROP CONNECTION, TYPE A	1.00	EA	$ 3,550.00	$ 3,550.00	0	$ -	1.00	$3,550.00		$3,550.00	100.0%	$ -
3100	MANHOLE DROP CONNECTION, TYPE B	5.00	EA	$ 5,000.00	$ 25,000.00	0	$ -	5.00	$25,000.00		$25,000.00	100.0%	$ -
3200	MANHOLE BV-22, FOR TRANSITION	1.00	EA	$ 13,500.00	$ 13,500.00	0	$ -	1.00	$13,500.00		$13,500.00	100.0%	$ -
3300	MANHOLE CH-20, FOR TRANSITION	1.00	EA	$ 13,500.00	$ 13,500.00	0	$ -	1.00	$13,500.00		$13,500.00	100.0%	$ -
3400	SEWER MARKER	98.00	EA	$ 105.00	$ 10,290.00	0	$ -	54.00	$5,670.00		$5,670.00	55.1%	$ 4,620.00
3500	CONNECTION TO EX. FACILITIES, AT MANHOLE 11V	1.00	LS	$ 7,500.00	$ 7,500.00	0	$ -	1.00	$7,500.00		$7,500.00	100.0%	$ -
3600	CONNECTION TO EX. FACILITIES, AT MANHOLE BV-03	1.00	LS	$ 7,500.00	$ 7,500.00	0	$ -	1.00	$7,500.00		$7,500.00	100.0%	$ -
3700	CONNECTION TO EX. FACILITIES, AT MANHOLE DC-02	1.00	LS	$ 7,500.00	$ 7,500.00	0	$ -	1.00	$7,500.00		$7,500.00	100.0%	$ -
3800	**PUMP STATION, WAR ADMIRAL**					0	$ -						$ -
3801	MOBILIZATION	1.00	LS	$ 21,700.00	$ 21,700.00	0	$ -	1.00	$21,700.00		$21,700.00	100.0%	$ -
3802	EXCAVATION	1.00	LS	$ 120,000.00	$ 120,000.00	0	$ -	1.00	$120,000.00		$120,000.00	100.0%	$ -
3803	SET WET WELL	1.00	LS	$ 50,000.00	$ 50,000.00	0	$ -	1.00	$50,000.00		$50,000.00	100.0%	$ -
3804	VALVE VAULT	1.00	LS	$ 75,000.00	$ 75,000.00	0	$ -	1.00	$75,000.00		$75,000.00	100.0%	$ -
3805	BACKFILL	1.00	LS	$ 25,000.00	$ 25,000.00	0	$ -	1.00	$25,000.00		$25,000.00	100.0%	$ -
3806	WET WELL AND VALVE VAULT PIPING	1.00	LS	$ 66,000.00	$ 66,000.00	0	$ -	1.00	$66,000.00		$66,000.00	100.0%	$ -
3807	AIR INJECTION VAULT & EQUIPMENT	1.00	LS	$ 54,675.00	$ 54,675.00	0	$ -	1.00	$54,675.00		$54,675.00	100.0%	$ -
3808	PUMPS	1.00	LS	$ 195,000.00	$ 195,000.00	0	$ -	1.00	$195,000.00		$195,000.00	100.0%	$ -
3809	CONTROLS	1.00	LS	$ 110,000.00	$ 110,000.00	0	$ -	1.00	$110,000.00		$110,000.00		$ -
3810	FETTERVILLE BUILDING	1.00	LS	$ 53,100.00	$ 53,100.00	0	$ -	1.00	$53,100.00		$53,100.00	100.0%	$ 0.00
3811	GENERATOR PAD	1.00	LS	$ 10,000.00	$ 10,000.00	0	$ -	1.00	$10,000.00		$10,000.00	100.0%	$ -
3812	GENERATOR	1.00	LS	$ 67,500.00	$ 67,500.00	0	$ -	1.00	$67,500.00		$67,500.00	100.0%	$ -
3813	ELECTRIC	1.00	LS	$ 167,500.00	$ 167,500.00	0	$ -	1.00	$167,500.00		$167,500.00	100.0%	$ -
3814	START UP	1.00	LS	$ 20,000.00	$ 20,000.00	0	$ -	1.00	$20,000.00		$20,000.00	100.0%	$ -

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Progress Estimate - Unit Price Work

Contractor's Application

For (Contract):	Route 9 Sewer Project Ranson, WV	Application Number:	14 FINAL
Application Period:	3/12/2021 to 6/3/2021	Application Date:	6/3/2021
Engineer's Project Number:	H-359787		

A					B	C		D		E	F		G
Bid Item Code	Description	Item Quantity	Units	Unit Price	Scheduled Value ($)	Quantity Installed this Period	Value of Work Installed This Period	Quantity Installed to Date	Value of Work Installed to Date	Materials PresentlyStored (not in C or D)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
3815	PAVING	1.00	LS	$ 33,000.00	$ 33,000.00	0	$ -	1.00	$33,000.00		$33,000.00	100.0%	$ -
3816	RESTORATION	1.00	LS	$ 22,590.00	$ 22,590.00	0	$ -	1.00	$22,590.00		$22,590.00	100.0%	$ -
3817	FENCE	1.00	LS	$ 15,000.00	$ 15,000.00	0	$ -	1.00	$15,000.00		$15,000.00	100.0%	$ -
4000	RESTORATION, STATE (WVDOH) ROAD	290.00	SY	$ 76.00	$ 22,040.00	0	$ -	70.50	$5,358.00		$5,358.00	24.3%	$ 16,682.00
4100	RESTORATION, ASPHALT DRIVEWAY	320.00	SY	$ 62.00	$ 19,840.00	0	$ -	328.00	$20,336.00		$20,336.00	102.5%	$ (496.00)
4200	RESTORATION, ASPHALT BIKE PATH	140.00	SY	$ 315.00	$ 44,100.00	0	$ -	140.00	$44,100.00		$44,100.00	100.0%	$ -
4300	RESTORATION, GRAVEL ROAD OR DRIVE	2,170.00	SY	$ 15.00	$ 32,550.00	0	$ -	2170.00	$32,550.00		$32,550.00	100.0%	$ -
4400	RESTORATION, UNIMPROVED (GRASS) SURFACE	80,460.00	SY	$ 3.00	$ 241,380.00	0	$ -	74946.00	$224,838.00		$224,838.00	93.1%	$ 16,542.00
4500	CULVERT 12" TO 30", OPEN CUT	60.00	LF	$ 150.00	$ 9,000.00	0	$ -	60.00	$9,000.00		$9,000.00	100.0%	$ -
4600	ABANDONMENT OF WATER WELL	1.00	LS	$ 3,000.00	$ 3,000.00	0	$ -	2.00	$6,000.00		$6,000.00	200.0%	$ (3,000.00)
4700	EXCAVATION AND BACKFILLING BELOW SUBGRADE	500.00	CY	$ 45.00	$ 22,500.00	0	$ -						$ 22,500.00
4800	ALLOWANCE - SINKHOLE REPAIR, SOIL FOR CAP	25.00	CY	$ 30.00	$ 750.00	0	$ -						$ 750.00
4900	ALLOWANCE - SINKHOLE REPAIR, CLASS 10 AGGREGATE	25.00	CY	$ 50.00	$ 1,250.00	0	$ -						$ 1,250.00
5000	ALLOWANCE - SINKHOLE REPAIR, CLASS 1 AGGREGATE BAS	25.00	CY	$ 50.00	$ 1,250.00	0	$ -						$ 1,250.00
5100	ALLOWANCE - SINKHOLE REPAIR, SPECIAL ROCK FILL	25.00	CY	$ 50.00	$ 1,250.00	0	$ -						$ 1,250.00
5200	ALLOWANCE - SINKHOLE REPAIR, RIP-RAP	25.00	CY	$ 75.00	$ 1,875.00	0	$ -						$ 1,875.00
5300	ALLOWANCE - SINKHOLE REPAIR, IMPERVIOUS CORE	500.00	SF	$ 10.00	$ 5,000.00	0	$ -						$ 5,000.00
5400	**PUMP STATION, NORTHPORT**					0	$ -						$ -
5401	MOBILIZATION	1.00	LS	$ 20,022.00	$ 20,022.00	0	$ -	1.00	$20,022.00		$20,022.00	100.0%	$ -
5402	EXCAVATION	1.00	LS	$ 100,000.00	$ 100,000.00	0	$ -	1.00	$100,000.00		$100,000.00	100.0%	$ -
5403	SET WET WELL	1.00	LS	$ 30,223.49	$ 30,223.49	0	$ -	1.00	$30,223.49		$30,223.49	100.0%	$ -
5404	VALVE VAULT	1.00	LS	$ 59,400.00	$ 59,400.00	0	$ -	1.00	$59,400.00		$59,400.00	100.0%	$ -
5405	BACKFILL	1.00	LS	$ 50,000.00	$ 50,000.00	0	$ -	1.00	$50,000.00		$50,000.00	100.0%	$ -
5406	WET WELL AND VALVE VAULT PIPING	1.00	LS	$ 50,000.00	$ 50,000.00	0	$ -	1.00	$50,000.00		$50,000.00	100.0%	$ -
5407	PUMPS	1.00	LS	$ 100,000.00	$ 100,000.00	0	$ -	1.00	$100,000.00		$100,000.00	100.0%	$ -
5408	CONTROLS	1.00	LS	$ 106,012.00	$ 106,012.00	0	$ -	1.00	$106,012.00		$106,012.00		$ -
5409	FETTERVILLE	1.00	LS	$ 30,000.00	$ 30,000.00	0	$ -	1.00	$30,000.00		$30,000.00	100.0%	$ -
5410	GENERATOR PAD	1.00	LS	$ 10,000.00	$ 10,000.00	0	$ -	1.00	$10,000.00		$10,000.00	100.0%	$ -
5411	GENERATOR	1.00	LS	$ 47,039.00	$ 47,039.00	0	$ -	1.00	$47,039.00		$47,039.00		$ -
5412	ELECTRIC	1.00	LS	$ 146,919.00	$ 146,919.00	0	$ -	1.00	$146,919.00		$146,919.00	100.0%	$ -
5413	ELECTRIC CONDUIT	1,335.00	LF	$ 41.00	$ 54,735.00	0	$ -	1335.00	$54,735.00		$54,735.00		$ -
5414	ELECTRIC VAULT	2.00	EA	$ 2,457.00	$ 4,914.00	0	$ -						$ 4,914.00
5415	START UP	1.00	LS	$ 4,950.00	$ 4,950.00	0	$ -	1.00	$4,950.00		$4,950.00	100.0%	$ -
5416	PAVING	1.00	LS	$ 16,822.00	$ 16,822.00	0	$ -	1.00	$16,822.00		$16,822.00	100.0%	$ -
5417	RESTORATION	1.00	LS	$ 54,970.00	$ 54,970.00	0	$ -	1.00	$54,970.00		$54,970.00	100.0%	$ -
5418	FENCE	1.00	LS	$ 16,400.00	$ 16,400.00	0	$ -	1.00	$16,400.00		$16,400.00	100.0%	$ -
CO 004	CHANGE ORDER 004 REMOVE B&O TAXES	1.00	LS	$ (75,000.00)	$ (75,000.00)	0	$ -						$ (75,000.00)
CO 005	CHANGE ORDER 005 OPEN CUT CASING	1.00	LS	$ (26,160.87)	$ (26,160.87)	0	$ -	1.00	($26,160.87)		($26,160.87)		$ -
CO 006	CHANGE ORDER 006	1.00	LS	$ 62,514.40	$ 62,514.40	0	$ -	1.00	$62,514.40		$62,514.40		$ -
CO 009	CHANGE ORDER 009 QUANTITIES ADJUSTMENT	1.00	LS	$ 2,474.70	$ 2,474.70	0	$ -						$ 2,474.70
					$ 6,980,531.72		**$ -**		**$ 6,980,531.72**	**$ -**	**$ 6,980,531.72**		**$ 0.00**

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Stored Material Summary **Contractor's Application**

For (Contract):	Route 9 Sewer Project Ranson, WV	Application Number:	14 FINAL
Application Period:	3/12/2021 to 6/3/2021		6/3/2021

A		B	C		D		E				F		G
					Stored Previously								
Bid Item No.	Supplier Invoice No.		Storage Location	Description of Materials or Equipment Stored	Date Placed into Storage (Month/Year)	Amount ($)	Amount Stored this Month ($)	Stored Units		Subtotal Amount Stored to Date (D + E)	Incorporated in Work	% Stored	Materials Remaining in Storage ($) (D + E - F)
100				**MOBILIZATION**						$ -			$ -
101				MOBILIZE EQUIPMENT						$ -			$ -
102				BLASTING STAKEOUT						$ -			$ -
103				CONSTRUCTION STAKEOUT						$ -			$ -
104				VIDEO DOCUMENTATION						$ -			$ -
105				SUBMITTALS						$ -			$ -
106				BONDS & INSURANCE						$ -			$ -
200				TRAFFIC CONTROL						$ -			$ -
300				EROSION AND SEDIMENT CONTROL									$ -
400				GRAVITY SEWER 6" & 8", OPEN CUT						$ -			$ -
500	3378054		on site	GRAVITY SEWER 10", OPEN CUT	3/2020	$16.00		1014.00	LF	$ 16.00	1025.00	-1%	$ -
600	3376257 3378050		on site	GRAVITY SEWER 12", OPEN CUT	3/2020	$181.00		3567.00	LF	$ 181.00	3588.00	-1%	$ -
700	3376255		on site	GRAVITY SEWER 15", OPEN CUT	3/2020	$21.00		3776.00	LF	$ 21.00	3776.00		$ -
800	3372577		on site	FORCE-MAIN (6"-4") OPEN CUT	3/2020	$24,089.00		4149.00	LF	$ 24,089.00	4122.00	1%	$ -
900				FORCE-MAIN (6"-4") IN EX. RT. 9 CASING						$ -	265.00		$ -
1000				FORCE-MAIN (6"-4") AIR VAULT & INTERNALS						$ -	8.00		$ -
1300	3375294 3375305 3375299 3373509 3373510		on site	FORCE-MAIN (8"-6"-8") OPEN CUT	3/2020	$105,363.00		11646.00	LF	$ 105,363.00	11675.00	0%	$ -
1400	3377020 3377031			FORCE-MAIN (8"-6"-8") AIR VAULT & INTERNALS	3/2020	$29.00		21.00	EA	$ 29.00	21.00		$ -
1700				FORCE-MAIN MISC. DIP FITTINGS, IF DIRECTED						$ -			$ -
1800				CONCRETE CLASS B, IF DIRECTED						$ -			$ -
1900				CASING 24" BORED, W/ 10" GRAVITY SEWER						$ -			$ -
2000				CASING 24" BORED, W/ 12" GRAVITY SEWER						$ -			$ -
2100				CASING 24" BORED, W/ 6"-4"-6" FORCE-MAINS						$ -			$ -
2200	LL223750 LL223616 13885501		on site	CASING 30" BORED, W/ 15" GRAVITY SEWER	3/2020	$21,237.82		162.00	LF	$ 21,237.82	166.00	-2%	$ -
2300	13885502		on site	CASING 36" BORED, W/ 8"-6"-8" FORCE-MAINS	3/2020	$20,250.00		141.00	LF	$ 20,250.00	205.00	-45%	$ -
2600				MANHOLE, 4'-DIA. (UP TO 6' DEEP)									$ -
2700				MANHOLE BV-03 (DOGHOUSE), 4'-DIA. (UP TO 6' DEEP)		$3.00							$ -
2800				MANHOLE DC-02 (DOGHOUSE), 4'-DIA. (UP TO 6' DEEP)									$ -
2900				MANHOLE EXTENSION, 4'-DIA.									$ -
3000				MANHOLE DROP CONNECTION, TYPE A									$ -
3100				MANHOLE DROP CONNECTION, TYPE B									$ -
3200				MANHOLE BV-22, FOR TRANSITION									$ -
3300				MANHOLE CH-20, FOR TRANSITION									$ -
3400				SEWER MARKER									$ -
3500				CONNECTION TO EX. FACILITIES, AT MANHOLE 11V									$ -
3600				CONNECTION TO EX. FACILITIES, AT MANHOLE BV-03									$ -
3700				CONNECTION TO EX. FACILITIES, AT MANHOLE DC-02									$ -
3800				**PUMP STATION, WAR ADMIRAL**									$ -
3801				MOBILIZATION									$ -

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Stored Material Summary **Contractor's Application**

For (Contract):	Route 9 Sewer Project Ranson, WV	Application Number:	14 FINAL
Application Period:	3/12/2021 to 6/3/2021		6/3/2021

A		B	C		D		E				F		G
					Stored Previously								
Bid Item No.	Supplier Invoice No.		Storage Location	Description of Materials or Equipment Stored	Date Placed into Storage (Month/Year)	Amount ($)	Amount Stored this Month ($)	Stored Units		Subtotal Amount Stored to Date (D + E)	Incorporated in Work	% Stored	Materials Remaining in Storage ($) (D + E - F)
3802				EXCAVATION									$ -
3803				SET WET WELL									$ -
3804				VALVE VAULT									$ -
3805				BACKFILL									$ -
3806	111544		SES Shop	WET WELL AND VALVE VAULT PIPING	Sep-20	$2,120.40	$ -	1.00	LS	$ 2,120.40	1.00		$ -
3807				AIR INJECTION VAULT & EQUIPMENT									$ -
3808				PUMPS									
3809	200416-1 200416-3		on site	CONTROLS	Sep-20	$101,426.00	$ -	1.00	LS	$ 101,426.00	1.00		$ -
3810				FETTERVILLE BUILDING									
3811				GENERATOR PAD									
3812	S1-68114		SES Shop	GENERATOR	Sep-20	$67,500.00	$ -	1.00	LS	$ 67,500.00	1.00		$ -
3813	M761044		on site	ELECTRIC	Sep-20	$8,172.13	$ -	1.00	LS	$ 8,172.13	1.00		$ -
3814				START UP									
3815				PAVING									
3816				RESTORATION									
3817				FENCE									
4000				RESTORATION, STATE (WVDOH) ROAD									
4100				RESTORATION, ASPHALT DRIVEWAY		$70.50							
4200				RESTORATION, ASPHALT BIKE PATH		$258.00							
4300				RESTORATION, GRAVEL ROAD OR DRIVE									
4400				RESTORATION, UNIMPROVED (GRASS) SURFACE									
4500				CULVERT 12" TO 30", OPEN CUT		$5,014.00							
4600				ABANDONMENT OF WATER WELL									
4700				EXCAVATION AND BACKFILLING BELOW SUBGRADE									
4800				ALLOWANCE - SINKHOLE REPAIR, SOIL FOR CAP									
4900				ALLOWANCE - SINKHOLE REPAIR, CLASS 10 AGGREGATE									
5000				ALLOWANCE - SINKHOLE REPAIR, CLASS 1 AGGREGATE BAS									
5100				ALLOWANCE - SINKHOLE REPAIR, SPECIAL ROCK FILL									
5200				ALLOWANCE - SINKHOLE REPAIR, RIP-RAP									
5300				ALLOWANCE - SINKHOLE REPAIR, IMPERVIOUS CORE									
5400				**PUMP STATION, NORTHPORT**									
5401				MOBILIZATION									
5402				EXCAVATION		$0.65							
5403				SET WET WELL									
5404				VALVE VAULT									
5405				BACKFILL									
5406				WET WELL AND VALVE VAULT PIPING									
5407				PUMPS									
5408	200416-2		on site	CONTROLS	Sep-20	$81,277.00	$ -	1.00	LS	$ 81,277.00	1.00		$ -
5409				FETTERVILLE									
5410				GENERATOR PAD									
5411	S1-68068 S1-67061		SES Shop	GENERATOR	Sep-20	$39,350.00	$ -	1.00	LS	$ 39,350.00	1.00		$ -
5412				ELECTRIC									
5413				ELECTRIC CONDUIT									
5414				ELECTRIC VAULT									
5415				START UP									
5416				PAVING									

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Stored Material Summary **Contractor's Application**

For (Contract):	Route 9 Sewer Project Ranson, WV	Application Number:	14 FINAL
Application Period:	3/12/2021 to 6/3/2021		6/3/2021

A		B	C		D		E			F		G
					Stored Previously							
Bid Item No.	Supplier Invoice No.		Storage Location	Description of Materials or Equipment Stored	Date Placed into Storage (Month/Year)	Amount ($)	Amount Stored this Month ($)	Stored Units	Subtotal Amount Stored to Date (D + E)	Incorporated in Work	% Stored	Materials Remaining in Storage ($) (D + E - F)
5417				RESTORATION								
5418				FENCE								
						$476,378.50	**$ -**		**$ 471,032.35**			**$ -**

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Charles Town Utility Board
Route 9 Sewer Infrastructure Project
Alternate Mainline Extension Agreement (AMEA) / Escrow Agreement

				Resolution No. C	Resolution No. 1	Resolution No. 2	Resolution No. 3	Resolution No. 4	Resolution No. 5	Resolution No. 6	Resolution No. 7	Resolution No. 8	Resolution No. 9	Resolution No. 10	Resolution No. 11	Resolution No. 12	Resolution No. 13		Resolution No. 14	Resolution No. 15	Resolution No. 16	ESCROW DEPOSIT FOR CONSTRUCTION
$10,500,000 Rockwool Escrow Agreement/(AMEA) Reimbursement Schedule B, October, 2019	**REVISED BUDGET**	**Draw (a.) Ranson Reimbursement**	**Draw (b.) CTUB Reimbursement**	**Draw (c.) CTUB Reimbursement 10/1/19-present**	**Contractor's Application for Payment No. 001**	**Contractor's Application for Payment No. 002, Hatch Inv. 90736637, CTUB Reimbursement**	**Contractor's Application for Payment No. 003, Hatch Inv. No. 90739805 & 90742814, CTUB Reimbursement**	**Contractor's Application for Payment No. 04, Hatch Inv. No. 90746225**	**Contractor's Application for Payment No. 05, CTUB Reimbursement**	**Contractor's Application for Payment No. 06, Hatch Inv. 90752351, CTUB Reimbursement**	**Contractor's Application for Payment No. 07, Hatch Inv. 90755283, CTUB Reimbursement**	**Contractor's Application for Payment No. 08, Hatch Inv. 90758960, CTUB Reimbursement**	**Contractor's Application for Payment No. 09, Hatch Inv. 90762081, CTUB Reimbursement**	**Contractor's Application for Payment No. 10, CTUB Reimbursement**	**Contractor's Application for Payment No. 11, Hatch Inv. 90768116, CTUB Reimbursement**	**Contractor's Application for Payment No. 12, Hatch Inv. 90772505, CTUB Reimbursement**	**Pre-Project Close-Out Payment to Rockwool**	**Estimated Future Costs to Complete Project**	**Post Project Contractor's Application for Payment No. 13, Hatch Inv. 90775007, CTUB Reimbursement**	**Post Project Contractor's Application for Payment No. 14, Hatch Inv. 90779311, CTUB Reimbursement**	**Post-Project Close-Out Payment to Rockwool**	**BALANCE REMAINING**
1 **CONSTRUCTION**																						
a. Contract 1	6,978,057.02	0.00	0.00	0.00	90,000.00	1,236,605.34	1,894,374.89	1,114,717.05	480,775.05	180,516.31	258,917.35	402,969.65	449,810.33	490,122.39	178,416.43	149,306.93	0.00	54,000.00	21,375.00	32,625.00		0.00
b. Construction	630,118.98	0.00	0.00	0.00	0.00	0.00	0.00	0.00	72,008.45	42,992.55	62,919.75	58,685.95	55,762.50	4,028.50	2,097.50	10,122.25	222,172.30	54,768.00	13,733.75	12,584.50	27,803.90	0.00
c. CSX Fees	15,300.00	0.00	16,050.00	5,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
d. N-S Fees	41,600.00	0.00	21,300.00	0.00	0.00	0.00	0.00	0.00	9,789.21	1,640.50	2,957.50	2,769.75	1,640.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
e. DOH Bond and Inspection Fees	119,937.00	0.00	19,550.00	0.00	0.00	84,973.05	1,288.27	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
2 **ENGINEERING SERVICES**																						
Task Orders 1 - 8	1,851,567.87	1,084,987.66	102,994.82	10,289.25	0.00	38,068.37	210,109.15	93,693.87	61,197.50	42,247.25	56,752.25	41,275.75	58,388.63	0.00	71,215.63	20,311.75	0.00	15,600.00	1,853.25	13,760.10		0.00
Task Orders Charles Town	56,820.00	0.00	56,820.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
3 **LEGAL SERVICES**																						
a Local Project Attorney (PSC)	100,000.00	0.00	65,836.78	25,573.71	0.00	0.00	2,730.00	0.00	260.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,000.00	2,632.50	0.00		0.00
b Permitting / Ord Attorney	215,000.00	0.00	199,514.04	0.00	0.00	0.00	15,485.96	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
c RA Attorney Stranko / Luttrell	12,959.40	12,959.40	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
4 **ADMINISTRATIVE SERVICES**																						
b Project Accountant	16,723.00	0.00	16,723.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
c Other Administrative Costs	2,750.00	0.00	2,750.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
5 **LAND COSTS**																						
b Easements	324,611.85	0.00	324,611.85	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
SOFT COST CONTINGENCY	74,667.36	0.00	0.00	0.00	0.00	0.00	74,667.36	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
Interest on Line of Credit	59,887.52	59,887.52	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
Amount Owed Line of Credit		1,157,834.58																				
Charles Town's Cost Incurred			826,150.49																			
9 Sub Total Lines 1-8	**10,500,000.00**	**1,157,834.58**	**826,150.49**	**40,862.96**	**90,000.00**	**1,359,646.76**	**2,198,655.63**	**1,208,410.92**	**624,030.21**	**267,396.61**	**381,546.85**	**505,701.10**	**565,602.21**	**494,150.89**	**251,729.56**	**179,740.93**	**222,172.30**	**126,368.00**	**39,594.50**	**58,969.60**	**27,803.90**	**0.00**
ESCROW DEPOSIT UPON AMLEA SUBMITTAL TO WV PSC (Ranson and Charles Town Costs Incurred)																						
ESCROW DEPOSIT FOR CONSTRUCTION																						

*The construction contingency line item has been reduced by $26,768 to reflect the installation of 120 linear feet of 16" steel casing for a sanitary sewer crossing that was funded by Rockwool during the water line project.

**The $26,768 for the installation of 120 linear feet of 16" steel casing for a sanitary sewer crossing that was funded by Rockwool during the water line project has been added back to the construction contingency line in order to complete the project and issue the final payment to Rockwool.

1600 West Carson St, Suite 1
Pittsburgh, PA 15219
Phone: (412) 497-2000

INVOICE

Charles Town Utility Board
661 South George St., Ste. 101
Charles Town, WV 25414
Attn: Kristen Stolipher

Date:	4/20/2021
Invoice No:	90779311
Period Ending:	3/26/2021
Currency:	US Dollar (USD)
Reference:	TASK ORDER 4
Terms of Payment:	Net 30 Days
Customer Number:	113985

re: H-359787 On-Call Engineering Services
Project Manager: Richard Travers

TO#4 Route 9 Sewer Project, Bid and Construction Services Progress Report – monthly invoice and progress report; coordinated with SES on NPPS Light Pole permit; Light pole shop drawing review; site visit w-Matt & Tom; SE performed oversight on completion punch list.

Travers, Richard	7.75	$ 215.00	$ 1,666.25
Adamowicz, Elizabeth	2.00	$ 234.00	$ 468.00
Total Labor			**$ 2,134.25**

Vendor	**INVOICE #**	**AMOUNT**
		$ -
Specialized Engineering	49378	$ 3,450.00
Total Expenses		**$ 3,450.00**

Administration	**BASE**	**RATE**	**AMOUNT**
Total Administration	$ 3,450.00	5%	**$ 172.50**

Task Order Budget	**$ 726,283.00**
Task Order Previously Billed	**$ 712,522.90**
Total Invoice	**$ 5,756.75**
Task Order Remaining	**$ 8,003.35**

SPECIALIZED ENGINEERING

Engineers • Geologists • Inspectors

Employee Owned, Client Driven
4845 International Blvd
Suite 104
Frederick, Maryland 21703

Invoice

DATE	INVOICE NO.
03/31/2021	49378

BILL TO
Luke Fischer Hatch 704 Quince Orchard Road Suite 310 Gaithersburg, MD 20878

TERMS	PROJECT	Client's Number
NET 30	197873 - Route 9 Sewer Infrastructure	Route 9 Sewer Infrastructure

DATE	QTY	DESCRIPTION	RATE	AMOUNT
		Inspector I		
3/8/2021	6.00	Senior Inspector	115.00	690.00
3/9/2021	6.00	Senior Inspector	115.00	690.00
3/10/2021	6.00	Senior Inspector	115.00	690.00
3/11/2021	6.00	Senior Inspector	115.00	690.00
3/12/2021	6.00	Senior Inspector	115.00	690.00
		Total this Invoice	$3,450.00	
		Outstanding Invoices		
		Number Date		
		49156 2/15/2021	11,645.00	
		49255 3/3/2021	690.00	
		Total Due to Specialized Engineering	$15,785.00	

All Claims and discrepancies must be reported within 30 days of the date of the invoice

Total this Invoice $3,450.00

1600 West Carson St, Suite 1
Pittsburgh, PA 15219
Phone: (412) 497-2000

INVOICE

Charles Town Utility Board
661 South George St., Ste. 101
Charles Town, WV 25414
Attn: Kristen Stolipher

Date:	5/18/2021
Invoice No:	90782702
Period Ending:	4/30/2021
Currency:	US Dollar (USD)
Reference:	TASK ORDER 4
Terms of Payment:	Net 30 Days
Customer Number:	113985

re: H-359787 On-Call Engineering Services
Project Manager: Richard Travers

TO#4 Route 9 Sewer Project, Bid and Construction Services Progress Report – monthly invoice and progress report; continued to coordinate with SES on NPPS Light Pole permit; site visit to review vegetation and identify areas needing attention; SE performed oversight on completion punch list and light pole foundation inspection.

Employee	**HOURS**	**RATE**	**AMOUNT**
Travers, Richard	9.00	$ 215.00	$ 1,935.00
Total Labor			**$ 1,935.00**

Vendor	**INVOICE #**	**AMOUNT**
		$ -
Specialized Engineering	49523	$ 1,035.00
Rick Travers Mileage	151495	$ 51.52
Total Expenses		**$ 1,086.52**

Administration	**BASE**	**RATE**	**AMOUNT**
Total Administration	$ 1,035.00	5%	**$ 51.75**

Task Order Budget	**$ 726,283.00**
Task Order Previously Billed	**$ 718,279.65**
Total Invoice	**$ 3,073.27**
Task Order Remaining	**$ 4,930.08**

HATCH

EXPENSE REPORT

Travers, Richard

Report 151495 submitted on May 7, 2021

Purpose / Description:	Reimbursement of Project & Non-Project Costs	Employee Number:	85222
Date:	Apr 19, 2021 - May 7, 2021	Project Details:	H/359787/999 0300
Office:	US01	Reimbursement Currency:	USD

Approved by Alkhayri, Hasan *on* May 10, 2021

TOTAL 51.52

				Transaction Currency		Reimbursement Currency		
Transaction Date	Expense Type	G/L Account	Purpose	Expense Amount	Currency	Net Amount	Tax Amount	Total Amount
Apr 19, 2021	Personal Car Mileage (Standard Rate) 92 MILE at 0.56	60151	Reimbursement of Project & Non-Project Costs	51.52	USD	51.52	0.00	51.52
					TOTAL	**51.52**	**0.00**	**51.52**

SPECIALIZED ENGINEERING

Engineers • Geologists • Inspectors

Employee Owned, Client Driven
4845 International Blvd
Suite 104
Frederick, Maryland 21703

Invoice

DATE	INVOICE NO.
05/04/2021	49523

BILL TO
Luke Fischer Hatch 704 Quince Orchard Road Suite 310 Gaithersburg, MD 20878

TERMS	PROJECT	Client's Number
NET 30	197873 - Route 9 Sewer Infrastructure	Route 9 Sewer Infrastructure

DATE	QTY	DESCRIPTION	RATE	AMOUNT
		Inspector I		
4/1/2021	1.00	Senior Inspector	115.00	115.00
4/22/2021	2.00	Senior Inspector	115.00	230.00
4/23/2021	2.00	Senior Inspector	115.00	230.00
4/27/2021	1.00	Senior Inspector	115.00	115.00
4/28/2021	2.00	Senior Inspector	115.00	230.00
4/29/2021	1.00	Senior Inspector	115.00	115.00
		Total this Invoice	$1,035.00	
		Outstanding Invoices		
		Number Date		
		49378 3/31/2021	3,450.00	
		Total Due to Specialized Engineering	$4,485.00	

All Claims and discrepancies must be reported within 30 days of the date of the invoice

Total this Invoice $1,035.00

1600 West Carson St, Suite 1
Pittsburgh, PA 15219
Phone: (412) 497-2000

INVOICE

Charles Town Utility Board
661 South George St., Ste. 101
Charles Town, WV 25414
Attn: Kristen Stolipher

Date:	6/8/2021
Invoice No:	90785630
Period Ending:	6/4/2021
Currency:	US Dollar (USD)
Reference:	TASK ORDER 4
Terms of Payment:	Net 30 Days
Customer Number:	113985

re: H-359787 On-Call Engineering Services
Project Manager: Richard Travers

TO#4 Route 9 Sewer Project, Bid and Construction Services Progress Report – monthly invoice and progress report; reviewed asbuilts and provided comments, continued to coordinate with SES on NPPS Light Pole permit; prepared letter to SES – no contract extension, but there are things outstanding; SE performed oversight on completion punch list; pictures for DEP's edification of vegetation cover.

Employee	**HOURS**	**RATE**	**AMOUNT**
Travers, Richard	14.25	$ 215.00	$ 3,063.75
Total Labor			**$ 3,063.75**

Vendor	**INVOICE #**	**AMOUNT**
Specialized Engineering	49680	$ 690.00
Total Expenses		**$ 690.00**

Administration	**BASE**	**RATE**	**AMOUNT**
Total Administration	$ 690.00	5%	**$ 34.50**

Advance Bill on Task Order	**$ 1,141.83**

Task Order Budget	**$ 726,283.00**
Task Order Previously Billed	**$ 721,352.92**
Total Invoice	**$ 4,930.08**
Task Order Remaining	**$ 0.00**

SPECIALIZED ENGINEERING

Engineers • Geologists • Inspectors

Employee Owned, Client Driven
4845 International Blvd
Suite 104
Frederick, Maryland 21703

Invoice

DATE	INVOICE NO.
06/02/2021	49680

BILL TO
Luke Fischer Hatch 704 Quince Orchard Road Suite 310 Gaithersburg, MD 20878

TERMS	PROJECT	Client's Number
NET 30	197873 - Route 9 Sewer Infrastructure	Route 9 Sewer Infrastructure

DATE	QTY	DESCRIPTION	RATE	AMOUNT
		Inspector I		
5/5/2021	1.00	Senior Inspector	115.00	115.00
5/7/2021	1.00	Senior Inspector	115.00	115.00
5/10/2021	1.00	Senior Inspector	115.00	115.00
5/12/2021	1.00	Senior Inspector	115.00	115.00
5/17/2021	2.00	Senior Inspector	115.00	230.00
		Total this Invoice	$690.00	
		Outstanding Invoices		
		Number Date		
		49378 3/31/2021	3,450.00	
		49523 5/4/2021	1,035.00	
		Total Due to Specialized Engineering	$5,175.00	

All Claims and discrepancies must be reported within 30 days of the date of the invoice

Total this Invoice $690.00

CHARLES TOWN UTILITY BOARD
ROUTE 9 SEWER PROJECT

RESOLUTION NO. 16

RESOLUTION OF THE CITY OF CHARLES TOWN UTILITY BOARD APPROVING REIMBURSEMENT FROM THE ROUTE 9 ESCROW ACCOUNT RELATING TO THE CONSTRUCTION AND OTHER SERVICES FOR THE ROUTE 9 SEWER PROJECT AND AUTHORIZING PAYMENT THEREOF,

WHEREAS, the City of Charles Town Utility Board has paid all invoices with the exception of the estimated future costs in accordance and incorporated herein by reference relation to the project funded by ROXUL USA, Inc., dba ROCKWOOL under an Alternate Mainline Extension Agreement (WV PSC Case No. 191025-S-PC, approved November 22, 2019) and the Escrow Agreement dated October 11, 2019.

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED the City of Charles Town Utility Board that the payment from the Route 9 Escrow Account to Rockwool per the attached Schedule B (See Column - Resolution No. 16) as summarized below, is hereby authorized and directed.

Vendor	Route 9 Sewer Project
Rockwool	$27,803.90
Total	**$27,803.90**

ADOPTED BY the City of Charles Town Utility Board, at the meeting held on the 9th day of June 2021.

By: _____
Daryl Hennessy, Chairman

304.340.3868
jpizatella@spilmanlaw.com

June 4, 2021

Via Electronic Mail (kstolipher@ctubwv.com)
Charles Town Utility Board
c/o Kristen Stolipher
Utility General Manager
661 South George Street, Suite 101
Charles Town, West Virginia 25414

RE: Request for Written Consent to Assignment from Roxul USA, Inc. to the West Virginia Economic Development Authority

Ladies and Gentlemen:

On behalf of my client, Roxul USA, Inc. dba ROCKWOOL ("ROCKWOOL"), and pursuant to Article VII of the Alternate Main Extension Agreement dated February 21, 2020 for the construction of the Route 9 sewer line extension project (hereinafter, the "Agreement"), my client respectfully requests that the Charles Town Utility Board provide its written consent to the assignment of ROCKWOOL's rights to receive payments for the Connection Fee, as that term is defined in Article II of the Agreement, to the West Virginia Economic Development Authority.

ROCKWOOL retains all of its remaining obligations under the Agreement. Thank you for your attention to this matter.

Sincerely,

Jason Pizatella

Jason Pizatella

14027105

Bowles Rice
Attorneys at Law

600 Quarrier Street, Charleston, WV 25301
P.O. Box 1386, Charleston, WV 25325-1386
304.347.1100

Camden P. Siegrist
csiegrist@bowlesrice.com
T 304.347.1129
F 304.343.3058

101 South Queen Street
Martinsburg, WV 25401

125 Granville Square, Suite 400
Morgantown, WV 26501

501 Avery Street
Parkersburg, WV 26101

Post Office Box 390
Wheeling, WV 26003

Southpointe Town Center
1800 Main Street, Suite 200
Canonsburg, PA 15317

480 West Jubal Early Drive, Suite 130
Winchester, VA 22601

bowlesrice.com

June 4, 2021

Charles Town Utility Board
c/o Kristen Stolipher
Utility General Manager
Charles Town Utility Board
661 South George Street, Suite 101
Charles Town, West Virginia 25414

Re: Assignment of Payment Rights from Roxul USA Inc. d/b/a Rockwool to the West Virginia Economic Development Authority

Ladies and Gentlemen:

Our firm is serving as counsel to the West Virginia Economic Development Authority (the "WVEDA") in connection with the assignment by Roxul USA Inc. d/b/a Rockwool ("Roxul") to the WVEDA of Roxul's rights to receive Connection Fee Reimbursement Payments pursuant to the Alternate Main Extension Agreement dated February 21, 2020, between Charles Town Utility Board ("CTUB") and Roxul (the "Payment Rights").

Request is hereby made on behalf of the WVEDA for CTUB to consent to the Assignment of Payment Rights by Roxul to the WVEDA substantially in the form that has been provided to CTUB. Request is hereby further made on behalf of the WVEDA for CTUB to consent to the Collateral Assignment of the Payment Rights by the WVEDA to the West Virginia Water Development Authority acting on behalf of the West Virginia Infrastructure and Jobs Development Council as Lender to the WVEDA.

If you have any questions or comments regarding the foregoing, please contact the undersigned at your convenience.

Respectfully submitted,

Camden P. Siegrist

Camden P. Siegrist

CPS/spg

12867045.1

ALTERNATE MAIN EXTENSION AGREEMENT

for Rule 5.5.h.7 Mainline Extension

THIS AGREEMENT, made and entered into as of the 21ST day of FEBRUARY, 2020, by and between the **CITY OF CHARLES TOWN, through the CHARLES TOWN UTILITY BOARD** ("CTUB") and **ROXUL USA, INC. dba ROCKWOOL** herein referred to as "Developer." Collectively, CTUB and the Developer are referred to herein as the "Parties", and singularly each a "Party".

WHEREAS, the City of Charles Town ("City"), as authorized by the laws of the State of West Virginia ("State") and the West Virginia Public Service Commission ("PSC"), owns a sanitary sewerage system consisting of wastewater treatment, pumping and collection facilities (collectively, as presently existing and including all future additions, betterments and improvements thereto, excluding, however, the Route 9 Sewer Line Extension and the Facilities as defined herein, the "CTUB Sewer System") providing sanitary sewage service to customers within the corporate boundaries of the City and the City of Ranson and a portion of the unincorporated areas of Jefferson County, West Virginia (collectively, the "CTUB Service Area"); and

WHEREAS, pursuant to West Virginia law, the City, by Ordinance duly enacted, created CTUB and delegated to it the full and complete authority for the supervision, management, control and operation of the CTUB Sewer System, including the maintenance, operation, improvement and extension thereof, with the power vested in CTUB to make all contracts, agreements and take all other actions necessary or proper for the full and complete supervision, management and control of the CTUB Sewer System; and

WHEREAS, CTUB has been authorized by the City and the PSC to develop wastewater treatment, pumping and collection facilities throughout the CTUB Service Area to provide the greatest number of area residents with public sanitary sewer service; and

WHEREAS, CTUB wishes to make public wastewater facilities available to the greatest number of residents within the CTUB Service Area as expeditiously as possible; and

WHEREAS, Developer is acquiring, constructing, and equipping a manufacturing facility (the "Facility") on an approximately 130 acre parcel of real property, which comprises part of an area known as Jefferson Orchards, in the vicinity of West Virginia State Route 9, situated within the service area of CTUB (the "Site"); and

WHEREAS, the acquisition, construction and equipping, and subsequent operation, of the Facility is contingent upon the Facility having access to appropriate wastewater collection and treatment facilities at the Site; and

WHEREAS, the Developer is willing to bear the expense of designing, acquiring, constructing and equipping the required sewer improvements from the Site to the appropriate portion of the CTUB Sewer System (as more fully described herein, the "Route 9 Sewer Line Extension" or "Project").

WITNESSETH, that for and in consideration of the mutual covenants herein contained, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CTUB and the Developer agree as follows:

ARTICLE I
DESIGN; PUBLIC BIDDING; CONSTRUCTION

1.01. The Route 9 Sewer Line Extension is described in Exhibit 1 – Description of Route 9 Sewer Line Extension attached hereto and made a part hereof. Plans and Project manuals for the Project have been prepared by professional engineers licensed in the State and have been approved by CTUB (with such amendments and modifications as may be necessitated during the acquisition, construction and equipping of the Route 9 Sewer Line Extension, collectively, the "Plans and Specifications"). The Plans and Specifications have also been approved by the West Virginia Department of Environmental Protection and the West Virginia Bureau of Public Health. The

location of the proposed Route 9 Sewer Line Extension is depicted in Exhibit 2 – Map of Route 9 Sewer Line Extension attached hereto and a made a part hereof. Developer agrees and affirms that the Plans and Specifications have been prepared based upon the representations of the Developer as to the volume and biological and chemical composition of the wastewater which will be generated by the Facility. Accordingly, neither the City nor CTUB shall be responsible for any necessary change or modification to the design of the Route 9 Sewer Line Extension, either during the acquisition, construction and equipping, or operation, thereof, as a result of any deviation from the representations of the Developer regarding the volume and biological and chemical composition of the wastewater from the Facility.

1.02 All approvals for the acquisition, construction and equipping, and subsequent operation, of the Route 9 Sewer Line Extension by CTUB pursuant to the terms of this Agreement from the appropriate State, Federal, and local agencies have been obtained, provided, however, this Agreement must be approved by the PSC.

1.03 CTUB has obtained all necessary easements, permits and rights-of-way for the acquisition, construction and equipping, and subsequent operation, of the Route 9 Sewer Line Extension.

1.04 Upon the satisfaction of the obligations of the Developer contained in this Agreement, as determined by CTUB in its sole discretion, and final approval of this Agreement by the PSC, CTUB shall acquire, construct and equip the Route 9 Sewer Line Extension, as set forth in the Plans and Specifications. CTUB shall competitively bid, and subject to the predicates contained herein, enter into, one or more construction contracts for the acquisition, construction and equipping of the Route 9 Sewer Line Extension pursuant to the Plans and Specifications (collectively, the "Construction Contracts") in compliance with all requirements of State law for construction projects of governmental entities, specifically including, but not limited to, the provision of bid bonds, and payment bonds and performance bonds, by the potential contractor(s) and compliance with the West Virginia Jobs Act. CTUB shall, as required by State law, award the Construction Contracts to the lowest responsible bidder(s) (collectively, the "Contractors"), provided that all obligations of the Developer under this Agreement have been satisfied, as

determined by CTUB in its sole discretion, and this Agreement has received the final approval of the PSC. CTUB shall obtain, or require the Contractors to obtain, all necessary permits, authorizations and approvals of State, Federal, and local agencies required for the acquisition, construction and equipping of the Route 9 Sewer Line Extension.

1.05. Developer shall pay to CTUB the Connection Fee, as outlined pursuant to Article II of this Agreement. The Connection Fee shall be held by CTUB in an escrow account (the "Escrow Account") and such monies shall be used solely to pay, or reimburse, as appropriate, costs of design, acquisition, construction and equipping of the Route 9 Sewer Line Extension.

1.06. CTUB agrees that it will make reasonable efforts to establish and follow a timeline to promptly secure and award the Construction Contracts. The anticipated sequence of events is as follows:

1.06.1. Filing of petition for approval of this Agreement with the PSC and deposit of Connection Fee with CTUB which shall be held by CTUB in the Escrow Account.

1.06.2. Receipt of final non-appealable order of the PSC approving this Agreement.

1.06.3. Execution of this Agreement by the Parties.

1.06.4. CTUB shall cause a Class II Notice to be published as required by law stating that bids are to be received not less than thirty (30) days after first publication.

1.06.5. At the next scheduled board meeting after the closing date for the bids, CTUB will meet to open the bids. CTUB will provide reasonable notice to the Developer of the bid opening date and time so that the Developer may be present for the bid opening.

1.06.6. CTUB gives notice of award to the Contractors within thirty (30) to sixty (60) days of the bid opening. The Parties recognize and agree that many factors which may impact the timing of these events are entirely outside of the control of either of the Parties, accordingly, a definitive schedule of events is not possible.

ARTICLE II
CONNECTION FEE

2.01. The estimated Project cost is $10,500,000. Prior to submitting this Agreement to the PSC the Developer shall deposit with CTUB a "Connection Fee" which shall be in an amount sufficient in aggregate to allow CTUB to pay all estimated costs of the Project including (i) reimbursement of funds advanced by CTUB and the City of Ranson for all pre-construction costs associated with the Route 9 Sewer Line Extension (the "Pre-Construction Costs"), (ii) payment of all costs associated with the acquisition, construction and equipping of the Route 9 Sewer Line Extension specifically including, but not limited to, amounts payable by CTUB pursuant to the Construction Contracts, engineering during construction, resident inspection, legal fees and other fees and expenses incurred by CTUB (collectively, "Construction Costs"); and (iii) provide an amount to be held in contingency in an amount not less than five percent (5%) of the total aggregate amount of the Construction Contracts, which contingency may be used by CTUB, in its sole discretion, to pay any change orders for the Construction Contracts and/or to pay any other expenses which may be incurred by CTUB during the acquisition, construction and equipping of the Route 9 Sewer Line Extension (the "Construction Contingency").

2.02 Following the receipt of bids for the Construction Contracts by CTUB and prior to CTUB giving notice of award to the Contractors for the Construction Contracts, the Parties agree that they shall prepare a final budget reflecting the dollar amounts of the Construction Contracts, and any other eventualities for the design, acquisition, construction and equipping of the Route 9 Sewer Line Extension (the "Post Bid Project Budget"). The Parties agree and affirm that the total amount of the Connection Fee shall be equal to the aggregate dollar amount set forth in the Post-Bid Project Budget for the Construction Costs, Pre-Construction Costs and Construction Contingency. In the event that the Connection Fee is increased in the Post-Bid Project Budget as a result of the differences in the Post-Bid Project Budget and the pre-bid estimated Project cost, the Developer shall be solely responsible to deposit the additional required money with CTUB in the Escrow Account as a portion of the Connection Fee prior to CTUB giving notice of award for the Construction Contracts. In the event that the Connection Fee is decreased as a result of the differences in the Post-Bid Project Budget and the pre-bid estimated Project cost, CTUB shall

refund to the Developer, within ten (10) business days of the agreement of the Parties on the Post-Bid Project Budget, a portion of the funds on deposit in the Escrow Account equal to the amount of the reduction in the Connection Fee. The Developer expressly agrees that any increase in the Construction Costs, Pre-Construction Costs and Construction Contingency shall be the sole responsibility of the Developer. If, during construction of the Project, issues arise that cause an increase in the Project cost in excess of the available funds in the Construction Contingency, CTUB and the Developer will work together to minimize and agree upon the additional Project cost, and the Developer will deposit funds as needed in the Escrow Account to pay the additional Project cost.

Section 2.03 The Parties agree and affirm that, but for the request by the Developer for sewer service to the Site, CTUB would not design, construct, acquire and equip the Route 9 Sewer Line Extension. Accordingly, the Developer agrees that neither CTUB, nor the City, shall have any liability, financial or otherwise, for the failure of CTUB to satisfy any of the terms of this Agreement, specifically including, but not limited to, the failure to complete construction, or to complete construction within a certain time frame, of the Route 9 Sewer Line Extension for any reason, provided that such failure is not caused by the affirmative action of CTUB or the City. The Developer further acknowledges and agrees that it will indemnify CTUB and the City for any liability or costs which is incurred by CTUB or the City as a result of the design, acquisition, construction and equipping of the Route 9 Sewer Line Extension, provided that such liability or cost is not the result of any affirmative action, gross negligence, or violation of law on the part of CTUB or the City, or any of their officers, agents or assigns. CTUB agrees to indemnify the Developer for any liability or costs incurred by the Developer arising out of the design, acquisition, construction and equipping of the Route 9 Sewer Line Extension as a result of any affirmative action, gross negligence, or violation of law on the part of CTUB or the City, or any of their officers, agents or assigns.

2.04 Inspection and testing of the Project, and the cost thereof, will be included in the Connection Fee.

2.05 Upon Substantial Completion (as defined herein) of the Route 9 Sewer Line Extension, any unspent funds in any line item of the Post-Bid Project Budget, specifically including, but not limited to, Construction Contingency, shall be returned to the Developer and the amount of the Connection Fee for purposes of this Agreement shall be reduced by an amount equal to the amount of such funds returned to the Developer.

ARTICLE III
OWNERSHIP

3.01. CTUB shall own the Route 9 Sewer Line Extension throughout the acquisition, construction, and equipping, and subsequent operation, thereof, and shall be responsible for all aspects of the operation and maintenance of the Route 9 Sewer Line Extension.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES

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

4.02. The Developer represents and warrants that the execution, delivery, and performance of this Agreement by the Developer has been duly authorized and approved, and this Agreement constitutes a valid and binding obligation of the Developer enforceable in accordance with its terms.

4.03. CTUB represents and warrants that the Route 9 Sewer Line Extension will be constructed in accordance with the Plans and Specifications, and CTUB will obtain a two (2) year warranty on the construction of and materials in the Route 9 Sewer Line Extension.

ARTICLE V
SUBSEQUENT CONNECTIONS TO ROUTE 9 SEWER LINE EXTENSION

5.01. The Parties agree and affirm that CTUB is authorized to further extend sanitary sewer service from the Route 9 Sewer Line Extension beyond the terminus of the assets constructed with the Connection Fee and the Developer shall not be entitled to any refund, credit or other type of monetary gain on account of said extensions other than as set forth in Article VI of this Agreement.

ARTICLE VI
DEVELOPER REIMBURSEMENT

6.01. In addition to terms defined elsewhere in this Agreement (including the Recitals hereto) which shall have the same meanings when used herein, the following terms shall have the following meanings within this Article VI, unless the context requires otherwise:

6.01.1. "Agreement Term" means the earlier of (i) the repayment in full of the Connection Fee to the Developer as provided in this Article VI; or (ii) a date which is twenty-five (25) years from the month CTUB begins making monthly Connection Fee Reimbursement Payments pursuant to the terms of this Agreement, whichever occurs first.

6.01.2. "Connection Fee Reimbursement Payments" means amounts paid by CTUB to the Developer pursuant to this Article VI as partial, or full, reimbursement of the Connection Fee paid by the Developer to finance the design, acquisition, construction and equipping of the Route 9 Sewer Line Extension.

6.01.3. "Facilities" includes the Route 9 Sewer Line Extension and all improvements, buildings, fixtures, equipment and other personal property, together with all additions and improvements thereto, of every kind and nature, now or hereafter acquired, constructed or installed and connecting directly or indirectly to the Route 9 Sewer Line Extension.

6.01.4. "Facilities Customers" means those residential, business and industrial customers which receive sanitary sewerage service as a customer of CTUB from a direct or indirect connection to the Facilities and which becomes a customer of CTUB after the Substantial Completion of the Route 9 Sewer Line Extension; provided, that the calculation of the number of Facilities Customers does not include: (i) Prior Customers of CTUB which connect directly or indirectly to the Facilities; or (ii) any customer of CTUB which begins receiving sanitary sewer service as a customer of the CTUB after the Substantial Completion of the Project and occupies a structure which was occupied by a Prior Customer of CTUB which is connected directly or indirectly to the Facilities.

6.01.5. "Facilities Net Revenues" means the amount of Gross Revenues of the Facilities received by CTUB in any calendar month remaining after deducting an amount equal to the Percentage of Operation and Maintenance Expense calculated for the Fiscal Year ending in the most recent Calendar Year as provided in Section 6.02.2 herein, multiplied by the Gross Revenues of the Facilities received by CTUB in the same calendar month.

6.01.6. "Fiscal Year" means each 12-month period beginning on July 1 and ending on the succeeding June 30.

6.01.7. "Gross Revenues of the Facilities" means all rates and charges for services of the Facilities, net of applicable customer discounts and a reasonable provision for uncollectable accounts, but including customer forfeited discounts, received by CTUB from the Facilities Customers, whether charged pursuant to the tariff of the City in effect on the effective date of this Agreement or thereafter duly enacted by City Council; provided however, the "Gross Revenues of the Facilities" specifically excludes any capacity impact fees, capacity assurance fees, service termination fees, service re-connection fees, surcharges, tap fees, penalties and convenience charges whether charged pursuant to the tariff of the City in effect on the effective date of this Agreement or thereafter duly enacted by City Council; provided further, that "Gross Revenues of the Facilities" specifically excludes any monies deposited with CTUB by a developer, and any rates for services of the Facilities from customers which are obligated to developer reimbursement, pursuant to any Mainline Extension Agreement entered into by the CTUB pursuant to W. Va. Code

R. 150-5-5.5 or any successor thereto or any Alternate Mainline Extension Agreement entered into by the CTUB and approved by the PSC, provided such developer reimbursement shall occur only for the time period required for a Mainline Extension Agreement by W. Va. Code R. 150-5-5.5 or provided for in an Alternate Mainline Extension Agreement approved by the PSC.

6.01.8. "Independent Certified Public Accountant" means any certified public accountant or firm of certified public accountants, which is not an employee of CTUB or the City, that shall at any time hereafter be retained by CTUB to prepare an independent audit or special audit of either such entity or for any other purpose except keeping the accounts of the CTUB Sewer System in the normal operation of its business and affairs.

6.01.9. "Operation and Maintenance Expenses" means, with respect to CTUB Sewer System and the Facilities, the costs and expenses incurred by CTUB for normal operation and maintenance of the CTUB Sewer System and the Facilities, including, without limitation, (i) the costs and expenses within the functional expense categories, as defined by the Uniform System of Accounts for Wastewater Utilities as of the effective date of this Agreement, of: Collection, Pumping, Treatment, Customer Accounts, General and Administrative (inclusive of engineering, legal and professional costs) and Taxes Other Than Income Taxes, (ii) the depreciation on all CTUB internally financed capital replacements, additions, betterments and improvements calculated in accordance with generally accepted accounting principles, and (iii) all other costs and expenses incurred in the provision of sanitary sewer service to customers of the CTUB Sewer System and the Facilities Customers. Operation and Maintenance shall specifically exclude, however, required reimbursements to developers pursuant to any Mainline Extension Agreement entered into by the CTUB pursuant to W. Va. Code R. 150-5-5.5 or any successor thereto or any Alternate Mainline Extension Agreement entered into by the CTUB and approved by the PSC.

6.01.10. "Percentage of Operation and Maintenance Expense" means, as adjusted by CTUB on the first day of each January during the Agreement Term for the immediately prior Fiscal Year, the aggregate annual Operation and Maintenance Expenses divided by the aggregate annual Gross Revenues of the CTUB Sewer System, as certified by an Independent Certified Public Accountant.

6.01.11. "Prior CTUB Sewer Customers" means customers of the CTUB Sewer System which will be connected directly or indirectly to the Facilities and are customers of the CTUB Sewer System on the date of Substantial Completion of the Project.

6.01.12. "Substantial Completion" means the date upon which the CTUB receives a certificate of substantial completion of the acquisition, construction and equipping of the Route 9 Sewer Line Extension from the Professional Engineer licensed in the State retained by CTUB.

6.02. During the term of this Agreement, as defined herein, CTUB shall reimburse the Developer for all or a portion of the Connection Fee, without interest, in the manner set forth below:

6.02.1. CTUB shall, by no later than the 20th day of each calendar month (or the next business day), calculate the Facilities Net Revenues for the prior calendar month based on the Gross Revenues of the Facilities received by CTUB in the prior calendar month and the Percentage of Operation and Maintenance Expenses calculated for the then current Calendar Year and pay such Facilities Net Revenues directly to the Developer as Connection Fee Reimbursement Payments by no later than the 1st day of the following calendar month.

6.02.2. CTUB shall, on the first day of December immediately following the last day of each Fiscal Year, calculate the Percentage of Operations and Maintenance Expense to be used to calculate Facilities Net Revenues for the twelve (12) calendar months in the immediately following Calendar Year, based on the immediately preceding Fiscal Year as certified by an Independent Certified Public Accountant. The Percentage of Operations and Maintenance Expense calculated on each December 1st shall be used to calculate Net Facilities Revenues commencing on January 1st of the immediately following Calendar Year.

6.02.3. CTUB and Developer specifically acknowledge and affirm that (i) the amount of payments to the Developer each month will vary based on factors outside of the control of the Parties, specifically including, but not limited to, variations each month in the amount of

Gross Revenues of the Facilities collected by CTUB and annual changes in Operation and Maintenance Expenses of CTUB; (ii) the payments which may be made by CTUB to the Developer over the term of this Agreement may not be sufficient to reimburse the Developer for the full amount of the Connection Fee; and (iii) CTUB and the Developer are aware of the risks in (i) and (ii) above and have agreed that, on a date which is twenty-five (25) years from the month CTUB begins making Connection Fee Reimbursement Payments to Developer, CTUB's obligation to pay Developer as set forth herein shall terminate and any portion of the Connection Fee which has not been reimbursed to the Developer, if any, shall be deemed as a contribution by Developer to CTUB for the design, acquisition, construction and equipping of the Route 9 Sewer Line Extension and neither CTUB nor the City shall have any obligation to repay such contribution.

ARTICLE VII
MISCELLANEOUS

7.01. A copy of the Public Service Commission of West Virginia Rules and Regulations for the Government of Sewer Utilities, 150CSR 5, Rule 5.5. Extension of Mains is attached hereto as Exhibit 3 - Rule 5.5 Extension of Mains and made a part hereof. The Developer understands that CTUB's extension of service outlined in this Agreement shall be construed as an exception to Rule 5.5 Extension of Mains. The Developer's sole and only right to any reimbursement of the Connection Fee is the Connection Fee Reimbursement Payments provided for in Article VI of this Agreement. The Developer knowingly and voluntarily waives its right to a cost estimate under Rule 5.5. The Developer has knowingly chosen to pursue this alternate mainline extension agreement.

7.02. This Agreement shall in no manner alter or affect presently existing rates, charges, minimums or tariffs of CTUB and the same rates, fees, charges, minimums and tariffs shall apply uniformly to all customers of CTUB, specifically including, but not limited to, the Developer. The Parties agree and affirm that the City has issued, and will continue to issue, debt obligations secured in part by the Gross Revenues and assets of the CTUB Sewer System and from the proceeds of future debt obligations to be issued by the City secured in part by Gross Revenues and assets of the CTUB Sewer System to finance, or refinance, additions, betterments and

improvements to the CTUB Sewer System (collectively, "City Revenue Bonds"). With respect to the City Revenue Bonds, the Parties expressly agree and affirm:

7.02.1. The Route 9 Sewer Line Extension and the Facilities are not part of the CTUB Sewer System for purposes of the pledge of Gross Revenues and assets of the CTUB Sewer System to the payment of the City Revenue Bonds.

7.02.2. All obligations of the City under this Agreement are payable solely from the Facilities Net Revenues set as defined in Article VI hereof.

7.02.3. The Developer has no claim against, nor lien against, the Gross Revenues of the CTUB System for the payment of any obligations contained in this Agreement.

7.02.4. The Parties agree to take any and all further actions required to ensure that the existing holder, and potential purchasers, of the City Revenue Bonds are secured in the Gross Revenues of the CTUB System and the Facilities Net Revenues continue to be excluded from such Gross Revenues of the CTUB System.

7.03. The Developer may not assign this Agreement to any other entity, person or corporation without the prior written consent of CTUB.

7.04. This Agreement is subject to prior approval by the West Virginia Public Service Commission.

7.05. This Agreement contains the entire understanding of the Parties and no amendment to this Agreement shall be effective unless in writing and executed by the Parties. This Agreement shall be binding upon the Parties, and their assigns, and shall be interpreted according to the laws of the State of West Virginia.

7.06. The Parties agree that the appropriate venue and adjudicatory body for any dispute between the Parties under this Agreement is the PSC, or any successor thereto. In the event that

the PSC shall cease to exist, and no successor thereto exists, the appropriate venue for disputes between the Parties shall be the Circuit Court of Jefferson County. The Parties agree that this Agreement shall be governed by, and interpreted pursuant to, the laws of the State.

CHARLES TOWN UTILITY BOARD

By: Daryl Hennessy

Its: CTUB CHAIR

ROXUL USA, INC.

By: [signature]

Its: SECRETARY

STATE OF West Virginia

COUNTY OF Jefferson, to wit:

The foregoing instrument was acknowledged before me on this 21st day of February, 2020, by Daryl Hennessy, Chairman of the Charles Town Utility Board.

Valerie Campbell

Notary Public

My Commission Expires: March 6, 2022

VALERIE CAMPBELL
Notary Public Official Seal
State of West Virginia
My Comm. Expires Mar 6, 2022
Charles Town Utility Board
108 W. Congress St. Charles Town, WV 25414

STATE OF Mississippi

COUNTY OF Marshall, to wit:

The foregoing instrument was acknowledged before me on this 21st day of February, 2020, by Kenneth J Cammuso, Secretary of ROXUL USA, Inc. dba Rockwool.

Yakisha Thompson

Notary Public

My Commission Expires: Feb 26, 2023

STATE OF MISSISSIPPI
YAKISHA THOMPSON
NOTARY PUBLIC
ID No. 78091
Commission Expires
February 26, 2023
MARSHALL COUNTY

Exhibit 1

Project Description

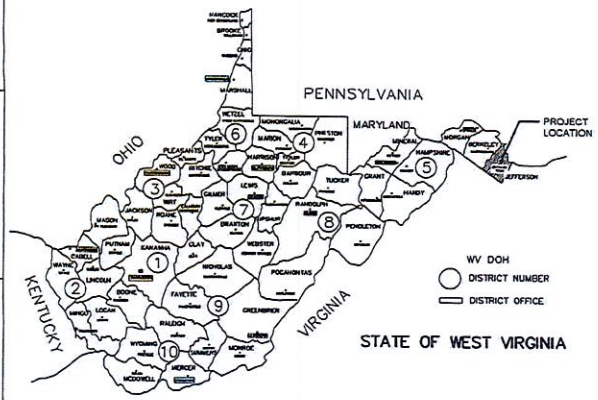
The project consists of design, acquisition, construction, and equipping of two (2) pump stations, approximately 16,700 linear feet of sanitary sewer force main and approximately 9,240 linear feet of gravity sanitary sewer main, and all necessary appurtenances (collectively, the "Project"). The Project will extend sanitary sewerage service to the ROXUL, USA, Inc. development to be located at the Jefferson Orchards site in the vicinity of the Bardane Exit on West Virginia State Route 9. The Project will also serve the Burr Business and Industrial Park, Shenandoah Junction and other connections in the Northern Route 9 region, as feasible.

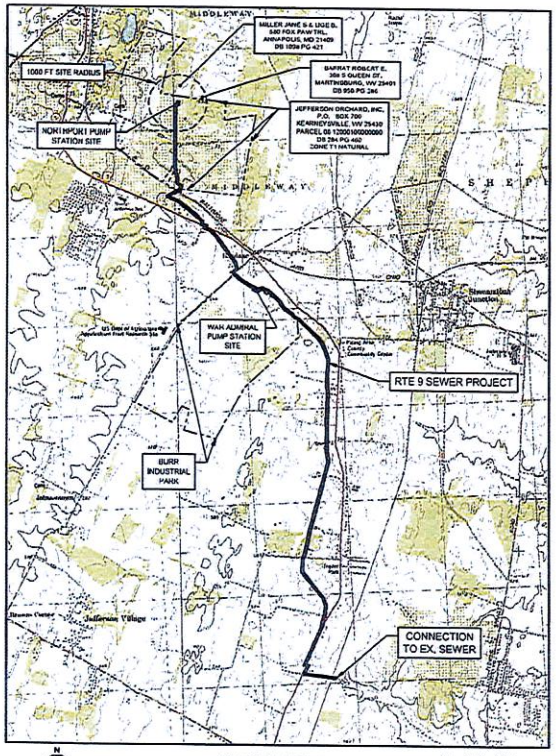
Exhibit 2

DWG. No. H35558-00000-227-216-G001

ROUTE 9 SEWER PROJECT

CITY OF RANSON, WEST VIRGINIA





VICINITY MAP

ISSUED FOR PERMIT

No.	DESCRIPTION	BY	CHK'D	DATE
D	ISSUED FOR PERMIT	EUA	RET	07/25/2018
C	REVISED PERMIT SUBMITTAL	EUA	RET	06/29/2018
B	PERMIT SUBMITTAL	EUA	RET	06/01/2018
A	AGENCY SUBMITTAL	EUA	RET	05/04/2018

REVISIONS

ROLE	NAME	SIGNATURE	DATE
DRAFTSPERSON	J. MALDONADO		05-2018
DESIGNER	E. ADAMOWICZ		05-2018
CHECKER			
DESIGN COORD.			
RESP. ENG.			
LEAD DISC. ENG.			
ENG. MANAGER			
PROJ. MANAGER	R. TRAVERS		05-2018

DRAWING APPROVAL STATUS:

RICHARD E. TRAVERS
REGISTERED
13303
STATE OF WEST VIRGINIA
PROFESSIONAL ENGINEER

RICHARD E. TRAVERS
NAME
13303
ENG REG NUMBER
REG. PROFESSIONAL

DRAWING No. | DRAWING TITLE
REFERENCE DRAWINGS

HATCH CHESTER
Engineers of Your Historic Spaces

RANSON
Most Popular

ROUTE 9 SEWER PROJECT
RANSON, WEST VIRGINIA

COVER SHEET

SCALE N.T.S. OR AS NOTED | DWG. No. G001 | SHEET. No. 1 OF 83 | REV D

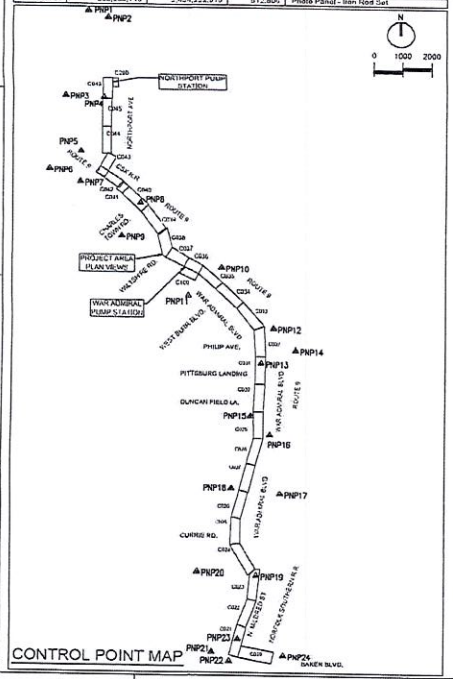
DATE 7/25/2018 3:45 PM

SHEET SIZE: D

DWG. No. H35558-00000-227-216-G005

MAPPING CONTROL POINT TABLE

Point	Northing	Easting	Elevation	Description
PNP1	326,437,939	2,427,317,538	555,114	Photo Panel - Iron Rod Set
PNP2	326,201,748	2,426,964,829	537,474	Photo Panel - Iron Rod Set
PNP3	323,308,924	2,426,527,353	579,886	Photo Panel - Iron Rod Set
PNP4	322,227,468	2,427,861,959	582,743	Photo Panel - Iron Rod Set
PNP5	321,264,781	2,427,073,405	588,023	Photo Panel - Iron Rod Set
PNP6	320,613,325	2,425,976,657	585,486	Photo Panel - Iron Rod Set
PNP7	320,154,733	2,427,061,071	592,113	Photo Panel - Iron Rod Set
PNP8	319,419,886	2,429,167,446	566,516	Photo Panel - Iron Rod Set
PNP9	318,236,867	2,426,592,757	580,373	Photo Panel - Iron Rod Set
PNP10	317,119,345	2,431,992,908	561,253	Photo Panel - Iron Rod Set
PNP11	316,133,595	2,430,841,270	560,827	Photo Panel - Iron Rod Set
PNP12	314,999,686	2,429,884,900	567,394	Photo Panel - Iron Rod Set
PNP13	313,767,048	2,433,382,809	567,454	Photo Panel - Iron Rod Set
PNP14	314,236,843	2,434,574,856	548,694	Photo Panel - Iron Rod Set
PNP15	311,861,120	2,433,045,572	574,692	Photo Panel - Iron Rod Set
PNP17	311,171,835	2,433,784,139	572,324	Photo Panel - Iron Rod Set
PNP18	309,046,739	2,434,076,978	536,395	Photo Panel - Iron Rod Set
PNP19	309,244,453	2,432,393,941	550,397	Photo Panel - Iron Rod Set
PNP20	308,115,468	2,433,286,112	567,445	Photo Panel - Iron Rod Set
PNP21	306,237,618	2,431,215,923	573,856	Photo Panel - Iron Rod Set
PNP22	303,426,270	2,431,741,135	524,333	Photo Panel - Iron Rod Set
PNP23	303,085,929	2,432,354,527	522,050	Photo Panel - Iron Rod Set
PNP24	303,088,731	2,432,941,059	516,898	Photo Panel - Iron Rod Set
PNP25	303,258,719	2,434,222,919	512,405	Photo Panel - Iron Rod Set



FORCE MAIN LINE - F1 COORDINATES TABLE

STATION	DESCRIPTION	NORTHING	EASTING	FITTINGS/VALVES
100+00	BEGIN	306635.21	2432807.37	CH-20 (TRANSITION MANHOLE)
102+14	PC	306807.68	2432880.62	CURVE 1
108+00	FCV.01	307346.20	2432466.20	FLUSHING VALVES VAULT
109+68	PT	307513.67	2432457.64	CURVE 1
109+91	PI	307536.74	2432458.14	22.5° HB
112+01	PI	307729.16	2432542.83	22.5° HB
112+17	PC	307745.07	2432543.22	CURVE 2
114+00	FCV.02	307926.96	2432561.65	FLUSHING VALVES VAULT
115+00	PT	308024.79	2432582.51	CURVE 2
117+10	ARV.01	308227.68	2432635.98	AIR/VACUUM VALVES VAULT
118+64	PI	308376.36	2432675.16	11.25° HB
119+64	PI	308476.66	2432681.32	11.25° HB
120+00	FCV.03	308511.23	2432690.43	FLUSHING VALVES VAULT
126+00	FCV.04	309091.42	2432843.34	FLUSHING VALVES VAULT
129+70	PC	309448.80	2432937.52	CURVE 3
130+94	PRC	309567.55	2432975.51	CURVE 3/4
131+50	AR-FCV.01	309620.14	2432993.79	COMBINED AIR RELEASE/FLUSHING VALVES VAULT
132+14	PT	309682.03	2433011.90	CURVE 4
136+63	PI	310309.32	2433177.21	11.25° HB
139+00	FCV.05	310546.05	2433179.47	FLUSHING VALVES VAULT
139+72	PI	310618.06	2433183.89	22.5° HB
140+60	PI	310696.86	2433222.35	11.25° HB
145+66	PI	310985.85	2433351.21	22.5° HB
148+30	AR-FCV.02	311267.75	2433312.92	COMBINED AIR RELEASE/FLUSHING VALVES VAULT
149+98	PC	311413.91	2433293.06	CURVE 5
153+10	PT	311726.14	2433282.95	CURVE 5
157+50	FCV.06	312165.22	2433303.66	FLUSHING VALVES VAULT
157+99	PI	312214.40	2433305.98	22.5° HB
158+51	PI	312263.06	2433268.47	22.5° HB
161+60	ARV.02	312571.76	2433303.03	AIR/VACUUM VALVES VAULT
163+60	PI	312771.32	2433321.88	22.5° HB
166+00	FCV.07	313007.91	2433338.91	FLUSHING VALVES VAULT
166+36	PI	313042.25	2433355.26	22.5° HB
167+54	PI	313157.27	2433360.68	22.5° HB
168+32	PI	313231.03	2433334.13	22.5° HB
170+00	PI	313399.35	2433342.07	11.25° HB
173+23	PI	313718.68	2433294.07	11.25° HB
174+00	FCV.08	313795.24	2433297.66	FLUSHING VALVES VAULT
176+09	PI	314203.77	2433316.95	11.25° HB
178+47	PI	314241.08	2433325.22	11.25° HB
180+50	AR-FCV.03	314443.42	2433335.76	COMBINED AIR RELEASE/FLUSHING VALVES VAULT
181+05	PI	314498.33	2433338.36	22.5° HB
181+30	PI	314520.62	2433348.85	22.5° HB
182+27	PI	314617.41	2433353.41	22.5° HB
184+55	PI	314832.26	2433275.71	22.5° HB
184+75	PI	314851.99	2433276.61	22.5° HB
186+76	PC	315040.88	2433208.30	CURVE 6
187+10	FCV.09	315073.07	2433196.13	FLUSHING VALVES VAULT
189+99	PT	315326.49	2433058.99	CURVE 6
190+97	PI	315406.95	2433001.98	11.25° HB
192+15	AR-FCV.04	315487.78	2432916.82	COMBINED AIR RELEASE/FLUSHING VALVES VAULT
193+29	PC	315566.30	2432833.66	CURVE 7
193+88	PT	315607.81	2432791.92	CURVE 7
199+00	FCV.10	315977.54	2432437.90	FLUSHING VALVES VAULT
201+07	PI	316126.86	2432294.93	22.5° HB
202+60	PI	316188.51	2432154.37	22.5° HB
205+23	PI	316378.51	2431971.10	11.25° HB
206+77	PI	316466.83	2431846.07	11.25° HB
208+00	AR-FCV.05	316555.28	2431761.20	COMBINED AIR RELEASE/FLUSHING VALVES VAULT
208+79	PI	316612.58	2431706.22	22.5° HB
210+30	PI	316752.65	2431651.56	22.5° HB
212+05	PC	316879.37	2431529.97	CURVE 8
213+01	PT	316945.18	2431481.30	CURVE 8
214+65	PI	317054.69	2431338.43	22.5° HB
216+60	FCV.11	317115.71	2431153.35	FLUSHING VALVES VAULT
218+51	PC	317175.51	2430971.98	CURVE 9
219+19	PT	317194.98	2430908.84	CURVE 9
219+47	PI	317202.09	2430880.24	45° HB
219+57	PI	317196.96	2430871.21	11.25° HB
220+22	PI	317176.12	2430809.85	45° HB
220+33	ARV-01	317180.98	2430799.98	AIR INJECTION VAULT
220+46	MV-01	317186.92	2430787.92	METER VAULT

FORCE MAIN LINE - F2 COORDINATES TABLE

STATION	DESCRIPTION	NORTHING	EASTING	FITTINGS/VALVES
400+00	BEGIN	320056.90	2428435.87	BV-22 (TRANSITION MANHOLE)
403+79	PC	320289.60	2428136.12	CURVE 11
405+91	PT	320406.88	2427960.68	CURVE 11
407+00	AR-FCV.06	320461.23	2427865.83	COMBINED AIR RELEASE/FLUSHING VALVES VAULT
408+50	PI	320535.67	2427735.64	11.25° HB
408+54	PI	320536.91	2427731.84	45° HB
408+71	PI	320552.35	2427724.14	45° HB
408+77	PI	320558.04	2427726.05	45° HB
411+77	PI	320691.74	2427994.34	11.25° HB
413+25	PI	320782.42	2428111.50	22.5° HB
413+35	FCV.12	320790.98	2428116.41	FLUSHING VALVES VAULT
414+99	PI	320933.24	2428197.91	45° HB
415+28	PI	320961.27	2428190.27	45° HB
415+49	PI	320971.56	2428172.28	11.25° HB
415+72	PC	320987.14	2428154.37	CURVE 12
416+50	ARV.03	321039.86	2428097.55	AIR/VACUUM VALVES VAULT
416+60	PT	321046.92	2428090.48	CURVE 12
417+16	PI	321086.47	2428051.19	45° HB
419+03	PI	321273.61	2428051.91	11.25° HB
422+62	LVB	321626.06	2427981.64	LOWER VERTICAL BEND
422+65	UVB	321629.00	2427981.25	UPPER VERTICAL BEND
422+71	PI	321634.40	2427980.18	11.25° HB
423+00	AR-FCV.07	321663.67	2427980.19	COMBINED AIR RELEASE/FLUSHING VALVES VAULT
429+50	FCV.13	322313.67	2427980.39	FLUSHING VALVES VAULT
438+50	FCV.14	323213.07	2427980.67	FLUSHING VALVES VAULT
443+82	PC	323745.04	2427980.83	CURVE 13
444+92	PT	323855.78	2427986.20	CURVE 13
445+03	PI	323866.89	2427987.27	45° HB
445+88	PI	323920.45	2428052.32	45° HB
445+95	MV-02	323919.60	2428059.78	METER VAULT

CURVE TABLE - FORCE MAIN LINE F1 AND F2

CURVE NO.	ALIGNMENT	START STA	START NORTHING/EASTING	END STA	END NORTHING/EASTING	RADIUS (FT)	LENGTH (FT)
C1	F1	102+14	N 306807.68 E 2432680.82	109+68	N 307513.67 E 2432457.64	1149.6	753.8
C2	F1	112+17	N 307745.27 E 2432543.18	115+00	N 308024.79 E 2432582.51	1200.0	282.9
C3	F1	129+70	N 309448.80 E 2432937.52	130+94	N 309567.55 E 2432975.51	1201.4	124.7
C4	F1	130+94	N 309567.55 E 2432975.51	132+14	N 309682.03 E 2433011.90	1200.0	120.2
C5	F1	149+98	N 311413.91 E 2433293.06	153+10	N 311726.14 E 2433282.95	1544.1	312.9
C6	F1	186+76	N 315040.88 E 2433208.30	189+99	N 315326.49 E 2433058.99	1200.0	323.3
C7	F1	193+29	N 315566.30 E 2432833.66	193+88	N 315607.81 E 2432791.92	1200.0	58.9
C8	F1	212+05	N 316879.37 E 2431529.97	213+01	N 316945.43 E 2431481.35	1200.0	95.3
C9	F1	218+51	N 317175.51 E 2430971.98	219+19	N 317194.98 E 2430906.84	1200.0	68.0
C11	F2	403+79	N 320406.88 E 2427960.68	405+91	N 320406.88 E 2427960.68	1500.0	211.0
C12	F2	415+72	N 320987.14 E 2428154.37	416+60	N 321046.92 E 2428090.48	1200.0	87.5
C13	F2	443+81	N 323745.04 E 2427980.83	444+92	N 323855.78 E 2427986.20	1152.3	110.9

NOTES:
1. COORDINATE POINTS GIVEN FOR CIRCULAR STRUCTURES REPRESENT CENTER (RADIUS POINT) OF THE CIRCLE.
2. REFER TO M010 AND M020 FOR LOCATION OF REFERENCE POINTS FOR PUMP STATION VALVE VAULTS.
3. REFER TO M032 FOR LOCATION OF REFERENCE POINTS FOR AR-FC VALVE VAULTS AND AIR INJECTION VALVE VAULT.
4. REFER TO M033 FOR LOCATION OF REFERENCE POINTS FOR AR VALVE VAULTS AND FLUSHING VALVE VAULTS.
5. REFER TO C051 FOR TRANSITION MANHOLES REFERENCE POINTS LOCATION.
6. THE STATION REFERENCE LOCATION GIVEN IS TO THE NEAREST FOOT.

WAR ADMIRAL PUMP STATION

DESCRIPTION	NORTHING	EASTING
VALVE VAULT NW CORNER	317198.71	2430767.89
VAVLVE VAULT NE CORNER	317193.32	2430778.61
WET WELL – CENTER 1	317178.14	2430764.36

NORTHPORT PUMP STATION

DESCRIPTION	NORTHING	EASTING
VALVE VAULT SE CORNER	323913.45	2428081.54
VALVE VAULT SW CORNER	323915.40	2428069.70
WET WELL – CENTER 2	323934.00	2428079.66

DRAWING No.	DRAWING TITLE
REFERENCE DRAWINGS	

RICHARD E. TRAVERS
NAME
13303
ENG REG NUMBER
REG. PROFESSIONAL

ISSUED FOR PERMIT

No.	DESCRIPTION	BY	CHK'D	DATE
D	ISSUED FOR PERMIT	EUA	RET	07/25/2018
C	REVISED PERMIT SUBMITTAL	EUA	RET	06/29/2018
B	PERMIT SUBMITTAL	EUA	RET	06/01/2018
A	AGENCY SUBMITTAL	EUA	RET	05/04/2018

REVISIONS

HATCH CHESTER

DRAFTSPERSON	J. MALDONADO	05-2018
DESIGNER	E. ADAMOWICZ	05-2018
CHECKER		
DESIGN COORD.		
RESP. ENG.		
LEAD DISC. ENG.		
ENG. MANAGER		
PROJ. MANAGER	R. TRAVERS	05-2018

DRAWING APPROVAL STATUS:

RANSON West Virginia

ROUTE 9 SEWER PROJECT
RANSON, WEST VIRGINIA

LAYOUT COORDINATE
SHEET 1

SCALE	DWG. No.	SHEET No.	REV
N.T.S. UNLESS NOTED	G005	5 OF 83	D

SHEET SIZE: D

DATE 7/20/2018 3:47 PM

C:\projects\Ranson\Roads\33102-02\35163\H35558-00000-227-216-2005.dwg

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

5.4. Reserved.

5.5. Extension of mains to serve new customers.

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

5.5.b. Extensions shall be made in all cases in which the public convenience and necessity require the service, construction problems are not unusual or burdensome, and the extensions appear to be economically feasible.

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

5.5.d. Every effort shall be made by a utility to install its main line in the public road right-of-way or in a utility right-of-way abutting the public road right-of-way.

5.5.e. Extension for general sewer service.

5.5.e.1. The utility will respond to all inquiries regarding new sewer service, whether oral or written, by explaining all available options for obtaining service under these rules.

5.5.e.2. The utility will, upon written request for service in the form of Sewer Form No. 4, by a prospective customer or group of prospective customers located in the same neighborhood, determine the necessary size of main required to give service and make an estimate of the cost of providing the requested service, using the form of Sewer Form No. 5, including pipe, valves, manholes, fittings, necessary materials, permits, labor costs incurred by the utility when the utility externally contracts for the construction of the extension, or internal labor costs, provided such internal or external costs are not recovered in existing rates, and other applicable related costs. When a road crossing(s) is (are) necessary to serve the customer(s) requesting service, the cost estimate shall not include costs attributable to extending the main across the first road (closest to the already existing main), but shall include the costs of installing the main across a second and any subsequent road(s). The written estimate calculated using Sewer Form No. 5 shall be provided to the customer in the form of Sewer Form No. 6, no more than forty-five (45) days from the receipt by the utility of the written request for service. The written estimate shall include an estimated construction start date and an estimated time of construction. If the prospective customer believes that any part of the estimate

is unreasonable, the customer is free to pursue an informal request for assistance from the Commission staff or to file a formal complaint with the Commission. Further, the utility and the customer shall execute a Main Line Extension Agreement. Commission Staff may be consulted to provide assistance and sample forms. The agreement must include as an attachment a copy of this extension rule. The utility shall keep an executed copy of the agreement for at least six (6) years. The length of the extension required shall be that length required to extend from the new proposed service area to the nearest point of connection to the utility system having sufficient excess capacity to provide service at maximum demand.

5.5.e.3. Whenever the utility is required to extend service from an existing main to property that does not immediately abut the utility's right-of-way or the public road that contains the utility main, the extension shall be considered a main extension and the cost responsibility shall be determined under Rule 5.5.e.

5.5.e.4. Where the cost of the extension does not exceed the estimated total net revenue, as calculated below, from prospective customers whose service pipes will immediately be connected directly to the extension and from whom the utility has received applications for service upon forms provided by the utility for this purpose, the utility will install, at its own cost and expense, the necessary extension; provided, that the patronage or demand will be of such permanency as to warrant the capital expenditure involved.

5.5.e.4.A. Net revenue shall be gross revenue minus the excess usage leak adjustment rate approved for the utility, and with this difference further reduced for any revenue based taxes.

5.5.e.4.B. Revenue shall be based on 4,500 gallons per month per residential unit, unless circumstances of the applicant show this would result in significant error. For non-residential units, annual revenue shall be based on typical consumption for comparable units published by the American Water Works Association.

5.5.e.4.C. Estimated total net revenue for private, for profit, utilities will be calculated as six (6) times estimated net annual revenue. Each such utility shall file for a utility-specific line extension multiplier within twelve (12) months of the effective date of these rules.

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

5.5.e.4.E. Estimated total net revenue for associations, municipal, and public service district utilities will be calculated as five (5) times estimated net annual revenue. If the excess leak adjustment calculated for the utility fails to include all of the incremental costs of serving a new customer that should properly be netted out from the total revenues of the utility, the utility may apply to the Commission for a determination of the proper amount to be deducted from gross revenues to arrive at an appropriate determination of net revenue.

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

5.5.f.1. If the estimated cost of the proposed extension required in order to furnish general sewer service exceeds the utility's estimate of total net revenue as determined by Rule 5.5.e.4., such extension shall be made if the applicant or the applicant's authorized agent contracts for such extension and deposits in advance with the utility the estimated cost of the extension over and above the limit of the utility-funded

portion of the extension. The utility shall not pay nor be liable for any interest on such cash deposits. The utility shall make the extension after receiving the cash deposit. The utility shall, for each bona fide new customer who, within a period of ten (10) years from the making of such extension, directly connects to the extension between its original beginning and original terminus refund to the original depositor(s), an amount equal to the estimated total net revenue of the new customer as determined by Rule 5.5.e.4., but in no event shall the aggregate refund made to the depositors exceed the original deposit. Provided, however, that associations, public service districts and municipal sewer utilities may elect to refund the estimated amount over a period of five (5) years making payments no less frequently than every six (6) months.

5.5.g. Alternate Depositor-Financed Extension Plan.

5.5.g.1. Qualifying utilities – The above requirements notwithstanding, the utility may decline to finance the portion of a requested extension that would be utility-funded, if it can demonstrate that it has no prospect of any reasonable internal or external financing through commercial loans, grants, or through an installment arrangement with an entity installing the extension or providing the necessary materials.

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

5.5.g.1.B. Before filing for a waiver, the utility must first make an estimate of the extension costs.

5.5.g.1.C. A request for a waiver by a utility shall be accompanied by supporting documentation justifying its request, including cost estimates, documentation of inability to finance, internally or externally, through commercial loans, grants or an installment arrangement with an entity installing the extension or providing the necessary materials.

5.5.g.1.D. If the Commission finds that the utility has reasonably declined to finance the portion of the requested extension that would otherwise be utility-funded, the Commission shall authorize the use of the alternate depositor-financed extension plan as described below.

5.5.g.2. Description of alternate depositor-financed extension plan – Under the alternate depositor-financed extension plan, the utility shall make the extension after:

5.5.g.2.A. receiving a cash deposit equal to the full amount of the extension cost; and

5.5.g.2.B. agreeing to give the depositor(s), who is a customer, a monthly bill credit totaling one hundred percent (100%) of the actual net bill(s) from the date service is initiated and until the total credits given equal the estimated total net revenue as defined in Rule 5.5.e.4; and

5.5.g.2.C. agreeing to refund to the original depositor(s) an amount equal to estimated total net revenue as defined in Rule 5.5.e.4. of each bona fide customer, other than the depositor(s), who, within a period of ten (10) years from the construction of the extension, directly connects to the extension between its original beginning and the original terminus. The refund may be spread out over a five (5) year period with the utility making payments no less frequently than every six (6) months. Such refunds shall continue until the total refunds given equal the estimated total net revenue as defined in Rule 5.5.e.4.

5.5.g.3. In no event shall the total refund made to the depositor(s) under Rule 5.5.g.2.C. exceed the original deposit of the depositor(s).

5.5.g.4. The utility shall not pay nor be liable for any interest on the cash deposits associated with line extensions.

5.5.h. General provisions.

5.5.h.1. Should the actual cost of the extension be less than the estimated cost, the utility will refund the difference as soon as the actual cost has been ascertained, but in no event longer than ninety (90) days after completion of construction of the extension. When the actual cost of the extension exceeds the estimate cost, then the utility will bill the depositor for the difference between the estimated and the actual cost. The customer may pay this additional amount in installments. No interest will be paid by the utility on the applicant's payment or on any balance to be refunded.

5.5.h.2. In estimating the cost of an extension, the estimate shall be based on the diameter of the pipe to be used; provided, that the estimated cost to the customer or customers shall not be based on a pipe diameter greater than the diameter of the main from which the extension is to be made, unless actual use estimated for the proposed customer or customers required a larger pipe.

5.5.h.3. Extensions made under this rule shall be and remain the property of the utility.

5.5.h.4. The utility reserves the right to further extend its sewer mains from and beyond the extension made under this rule, and the depositor or the depositor's agent paying for an extension shall not be entitled to any refund for the attaching of customers to such further extension or branch mains so installed.

5.5.h.5. In determining the length of main extensions or of sewer line to be installed in an urban area when land is subdivided in lots, the main, or sewer line (if installed by an entity other than a utility), shall be extended to fully cover the frontage of the property and if the last lot to be served is a corner lot, the terminal point of the extension made hereunder shall be located so that the sewer line ties in with the intersecting street; and further; provided that if there is no main located in the intersecting street, the terminal point of the extension shall be located at the nearest street line of the intersecting street. In rural areas or open land areas, the extension required will be that length necessary to adequately serve the applicant.

5.5.h.6. Before sewer lines will be laid in any new subdivision, the road surface shall be brought to the established sub-grade as determined by the agency having jurisdiction.

5.5.h.7. This rule shall not be construed as prohibiting the utility from entering into an agreement with a customer that complies with the Commission approved checklist attached hereto as Sewer Form No. 7, in providing an alternate plan for a main extension. Commission Staff may be consulted to provide assistance and sample forms. In providing an alternate plan for main extensions a utility may not discriminate between customers whose service requirements are similar. The agreement shall be filed with and approved by the Commission prior to the implementation or execution of the agreement by any of the parties. The agreement shall include the name, address and phone number of the parties to the agreement. The agreement shall also include a provision explaining why the utility is not funding the extension. The agreement must attach a copy of this Rule 5.5., and a statement signed by the prospective customer that he has reviewed and understands the provisions of Rule 5.5.f. which entitle a customer to refunds and that he knowingly waives such rights, if applicable. Failure to obtain Commission approval will result in the loss of the right to obtain reimbursement from the utility. If an entity other than the utility constructs the

extension, upon completion of construction and proper utility inspection of the extension, the utility shall initiate service only after proper transfer of title to all facilities including property, plant and rights-of-way incidental to the furnishing of utility service.

5.5.h.8. Contract for service -- The utility shall not be required to make utility-funded extensions or refunds as described in this rule unless those to be served by such extensions shall guarantee to the utility that they will take the service at their premises within thirty (30) days after service is available or as otherwise mutually agreed in a user's agreement.

5.5.h.9. Construction conditions -- Construction of line extensions, as provided in this rule, will be undertaken promptly after all applications have been completed, necessary right-of-way agreements or rights of entry have been delivered to the utility, and all prospective customers have signed contracts.

5.5.h.10. Right-of-Way.

5.5.h.10.A. If the construction of an extension involves the acquisition of a private right-of-way, then the prospective customer shall attempt to secure the right-of-way and deliver it to the utility free of cost before construction of the extension is started.

5.5.h.10.B. If, however, it is not reasonably possible for the prospective customer or customers to secure the right-of-way, and the construction of an extension involves the utility's incurring expense for right-of-way easements, either by purchase or condemnation, such costs shall be added to the total cost of the extension.

5.5.h.10.C. As a condition to obtaining a main extension, any property owner or developer shall grant the utility the necessary easements which would allow the utility to make future extensions into unserved areas. The granting of the necessary easements shall be made without the utility being required to pay additional consideration for the additional easements to the property owner or developer. If the property owner or developer is unwilling to grant the additional easements, the utility shall not be required to extend its main to serve the property owner or developer.

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

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

5.5.i.1. Notwithstanding the foregoing, municipal utilities and public service districts may enter into "community infrastructure agreements" in accordance with the provisions of W.Va. Code §22-28-1 et seq.

5.5.i.2. Utilities that have entered into "community infrastructure investment agreements" pursuant to W.Va. Code §22-28-1 et seq. shall be required to maintain separate books and records for the project areas involved in the agreements. For purposes of this section, the project areas for which separate books and records are required include plant upgrades and stand alone systems.

5.5.i.3. Utilities that have entered into "community infrastructure investment agreements" pursuant to W.Va. Code §22-28-1 et seq. shall file (i) a copy of the certificate of appropriateness, (ii) a copy of the community infrastructure investment agreement, and, if necessary, (iii) a new tariff containing rates applicable to the new service area. The required documents shall be filed with the Commission no later than thirty (30) days of the date the project is transferred to the utility.

5.5.i.4. If the rates for the new customers served by a public service district's project are higher than the rates for the public service district's existing customers, the public service district shall, within ninety (90) days of the date the project is transferred to the public service district, make a formal rate application with the Commission in order to justify the higher rates to the new customers. A municipality shall enact an ordinance increasing rates, if necessary, within ninety (90) days of the date the project is transferred to the municipality.

§150-5-6. Safety requirements

6.1. Accidents.

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

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

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

§150-5-7 Creation or alteration of public service districts

7.1. Creation or alteration of a public service district.

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

7.1.a.1. At the same session, fix a date of hearing in the county which date shall be not more than forty (40) days nor less than twenty (20) days from the date of the action;

7.1.a.2. Within 10 days, provide the Executive Secretary of the Commission with a copy of the order or petition and notification of the time and place of the hearing to be held by the county commission;

7.1.a.3. If the territory proposed to be included is situated in more than one (1) county, when fixing the date of hearing, provide for notifying the county commission and clerk thereof of each of the other counties into which the territory extends of the date so fixed;

RESOLUTION

CHARLES TOWN UTILITY BOARD

WHEREAS, the Charles Town Utility Board ("CTUB"), a board authorized under the laws of the State of West Virginia and created by Ordinance duly enacted by the City of Charles Town, West Virginia, operates and maintains the combined potable water treatment, storage, and distribution system and sanitary sewerage collection and treatment system of the City of Charles Town (collectively, the "System");

WHEREAS, CTUB has entered into an Alternative Mainline Extension Agreement, dated February 21, 2020, between CTUB and Roxul USA, Inc. dba Rockwool ("Rockwool"), (the "AMEA") for the design, acquisition, construction and equipping of a sanitary sewerage collection line extension, and all appurtenant facilities, along West Virginia Route 9, in Jefferson County, West Virginia (collectively, the "Project");

WHEREAS, CTUB has received a request from Rockwool to consent to the assignment to the West Virginia Economic Development Authority (the "WVEDA") of the provisions of the AMEA that constitute the Connection Fee Reimbursement Payments under the AMEA, including the rights to audit and enforce such Payments (collectively, the "AMEA Payments"), (the "Assignment");

WHEREAS, CTUB has received a request from the WVEDA to subsequently consent to the collateral assignment of the AMEA Payments (the "Collateral Assignment") to the West Virginia Water Development Authority, on behalf of the West Virginia Infrastructure and Jobs Development Council (collectively, the "WDA"); and

WHEREAS, CTUB desires to authorize and approve the Assignment of the AMEA Payments from Rockwool to the WVEDA and the subsequent Collateral Assignment of the AMEA Payments from the WVEDA to the WDA.

The Charles Town Utility Board hereby does determine and affirm as follows:

1. The Assignment of the AMEA Payments from Rockwool to the WVEDA is hereby approved.

2. The subsequent Collateral Assignment of the AMEA Payments from the WVEDA to the WDA is hereby approved.

3. The Officers and professional staff of CTUB are hereby authorized to approve and directed to execute any and all documents related to the Assignment of the AMEA Payments from Rockwool to the WVEDA and the Collateral Assignment of the AMEA Payments from the WVEDA to the WDA.

4. This Resolution is effective upon adoption.

Adopted as of this _____ day of June 2021.

CHARLES TOWN UTILITY BOARD

_____
Its: Chairman

MILES & STOCKBRIDGE
William W. Riggins, III
(202) 465-8421
WRiggins@MilesStockbridge.com

June 1, 2021

Via Email

City of Charles Town Utility Board
101 E. Washington Street
Charles Town, WV 25414
Attn: Ms. Kristen Stolipher (kstolipher@ctubwv.com)

RE: Water Services Development Agreement dated September 12, 2002, by and between the City of Charles Town Utility Board ("City") and Huntfield, L.C. (the "Water Services Agreement")

Dear Sir/Madame:

This firm represents NVR MS Cavalier Huntfield, LLC ("NVR-MS") with respect to certain real property located in Charles Town, Jefferson County, West Virginia, and more particularly described on Exhibit A attached to this letter (the "Property"). The Property is subject to, and benefitted by, the Water Services Agreement. As the current owner of the Property, NVR-MS is the "Developer" under the Water Services Agreement.

NVR-MS is under contract to sell the Property to DR Acquisitions, LLC, a Maryland limited liability company, or is successors or assigns (the "DR Buyer") pursuant to that certain Real Estate Sales Contract dated January 19, 2021 by and between NVR-MS and DR Buyer, as amended (the "Sales Contract")

Section 7.04 of the Water Services Agreement states that the Water Services Agreement may not be assigned by the Developer without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed. This letter will serve as NVR-MS's request to assign the Water Services Agreement to the DR Buyer, subject to the consummation of the closing under the Sales Contract. By executing this letter where indicated below, the City hereby consents to such assignment, subject to the consummation of the closing under the Sales Contract.

If the Sales Contract terminates or the closing thereunder does not take place under the terms thereof, then this letter shall be deemed null and void and of no further force or effect.

Please indicate your consent to the foregoing by executing this letter where indicated below.

Sincerely,

William W. Riggins

READ AND AGREED:

CITY OF CHARLES TOWN

By: _____
Name: _____
Title: _____

cc: Greg McGowan
Jack Carney
Matt Powell

EXHIBIT "A"
LEGAL DESCRIPTION

File No.: 101409

Parcel One:

Description of 279.6254 Acres Parcel of Land
Land of Huntfield, LC
Tax Map 11 Part of Parcel 1
Charles Town Corporation District 3
Deed Book 949 Page 203
Jefferson County, West Virginia

BEGINNING at an iron rod found on a northerly corner of Lot 68, Spruce Hill North, as recorded in Deed Book 962 Page 651; Said iron pipe found also being on the easterly right of way line of Norfolk & Western Rail Road, a 60 feet wide right of way; Thence departing said Lot 68, Spruce Hill North, and running with the easterly right of way line of said Norfolk & Western Railroad;

North 40°40'16" East a distance of 2,338.98 feet to a point of curve;

854.92 feet along the arc of a tangent curve to the left having a radius of 5,762.65 feet and being subtended by a chord bearing North 36°25'15" East 854.15 feet to a point of tangent;

North 32°10'15" East a distance of 211.00 feet to a point;

1,113.67 feet along the arc of a tangent curve to the right having a radius of 2,831.93 feet and being subtended by a chord bearing North 43°26'14" East 1106.57 feet to a point of tangent;

North 54°45'16" East a distance of 2,521.00 feet to a point;

273.69 feet along the arc of a tangent curve to the left having a radius of 1,943.08 feet and being subtended by a chord bearing North 50°43'02" East 273.49 feet to an iron rod found on the westernmost corner of the land of William P.C. Perry Estate; Thence departing the easterly right of way line of said Norfolk & Western Railroad and running with the land of said William P.C. Perry Estate;

South 73°44'38" East a distance of 1,394.38 feet to an iron rod found;

South 26°17'12" West a distance of 1,585.94 feet to an iron rod found; Thence continuing with the land of said William P.C. Perry Estate and also with the land of Ventosa Cemetery of Gibsontown;

South 40°38'23" West a distance of 225.57 feet to an iron rod found on the westernmost corner of the land of said Ventosa Cemetery of Gibsontown; Thence continuing with the land of Ventosa Cemetery of Gibsontown;

South 50°07'46" East a distance of 947.25 feet to an iron rod found on the northernmost corner of the land of Reed as recorded in Deed Book 117 Page 59 among the Land Records of Jefferson County, West Virginia; Thence departing the land of said Ventosa Cemetery of Gibsontown and running with the land of said Reed;

South 24°08'36" West a distance of 210.05 feet to an iron rod found on the westernmost corner of the land of said Reed;

Thence continuing with the land of said Reed and also with the lands of Brooker, as recorded in Deed Book 150 Page 375, James D. Clark, as recorded in Deed Book 1007 Page 664, Smith, et al, as recorded in Will Book 6 Page 259, Richard S. Stewart, as recorded in Deed Book 1035 Page 253, Clay, as recorded in Deed Book 142 Page 87, among the Land Records of Jefferson County, West Virginia;

South 50°03'04" East a distance of 1,038.48 feet to an iron rod found on the westerly right of way of Augustine Avenue, West Virginia Route 340/18, a variable width right of way; Thence departing the land of said Clay and running with the westerly right of way line of said Augustine Avenue;

South 32°35'07" West a distance of 15.34 feet to a point on the easternmost corner of the Sanitary Pump Station Parcel, land of the City of Charles Town, as recorded in Deed Book 1019 Page 148; Thence departing the westerly right of way line of said Augustine Avenue and running with the said Sanitary Pump Station Parcel;

North 55°48'32" West a distance of 97.04 feet to a point;

South 32°35'07" West a distance of 115.03 feet to a point;

South 58°43'34" East a distance of 97.03 feet to a point on the westerly right of way line of said Augustine Avenue; Thence departing said Sanitary Pump Station Parcel and running with the westerly right of way line of said Augustine Avenue;

South 32°35'07" West a distance of 83.23 feet to a point;

North 57°24'53" West a distance of 10.00 feet to a point;

South 32°35'07" West a distance of 117.00 feet to a point;

South 38°46'49" West a distance of 142.06 feet to a point on the easternmost corner of Lot F, Phase 1, Huntfield as recorded in Plat Book 20 Page 45; Thence departing the westerly right of way line of said Augustine Avenue and running with said Phase 1, Huntfield, and also with Block 1 – Phase 1 - Huntfield as recorded in Plat Book 20 Page 62, Phase 3A Section 2B Huntfield as recorded in Plat Book 22 Page 44, Phase 2B Section 2 Huntfield as recorded in Plat Book 22 Page 42, Recreation Center – Huntfield – Active Community Center 1 as recorded in Plat Book 23 Page 12, and Phase 2A Huntfield as recorded in Plat Book 20 Page 82 among the Land Records of Jefferson County, West Virginia;

North 48°38'56" West a distance of 900.01 feet to a point;

North 61°33'34" West a distance of 524.53 feet to a point;

South 36°25'17" West a distance of 197.78 feet to a pointcurve;

24.29 feet along the arc of a non-tangent curve to the left having a radius of 118.00 feet and being subtended by a chord bearing South 36°25'17" West 24.24 feet to a point of reverse curve;

69.38 feet along the arc of a tangent curve to the right having a radius of 50.00 feet and being subtended by a chord bearing South 70°16'33" West 63.94 feet to a point of tangent;

North 69°58'24" West a distance of 79.36 feet to a point of curve;

403.89 feet along the arc of a tangent curve to the right having a radius of 571.00 feet and being subtended by a chord bearing North 49°42'34" West 395.53 feet to a point of tangent;

North 29°26'44" West a distance of 177.52 feet to a point of curve;

188.08 feet along the arc of a tangent curve to the left having a radius of 282.00 feet and being subtended by a chord bearing North 48°33'09" West 184.62 feet to a point;

North 20°01'36" East a distance of 100.23 feet to a point;

North 69°58'24" West a distance of 93.00 feet to a point;

North 20°01'36" East a distance of 181.00 feet to a point;

North 69°58'24" West a distance of 114.98 feet to a point;

South 62°58'32" West a distance of 16.64 feet to a point of curve;

61.40 feet along the arc of a non-tangent curve to the left having a radius of 81.00 feet and being subtended by a chord bearing North 48°15'29" West 59.94 feet to a point of tangent;

North 69°58'24" West a distance of 297.00 feet to a point;

North 20°01'36" East a distance of 14.00 feet to a point;

North 69°58'24" West a distance of 66.00 feet to a point;

South 20°01'36" West a distance of 305.00 feet to a point;

North 69°58'24" West a distance of 148.91 feet to a point;

South 20°01'36" West a distance of 56.00 feet to a point;

South 69°58'24" East a distance of 23.91 feet to a point;

South 20°01'36" West a distance of 226.71 feet to a point;

North 64°54'25" West a distance of 14.54 feet to a point;

South 25°05'35" West a distance of 56.00 feet to a point;

South 64°54'25" East a distance of 19.50 feet to a point;

South 20°01'36" West a distance of 220.86 feet to a point;

North 64°54'25" West a distance of 169.43 feet to a point of curve;

117.67 feet along the arc of a tangent curve to the right having a radius of 1,218.00 feet and being subtended by a chord bearing North 62°08'22" West 117.62 feet to a point;

North 32°09'34" East a distance of 39.16 feet to a point;

North 57°50'26" West a distance of 56.00 feet to a point;

South 32°09'34" West a distance of 39.37 feet to a point of curve;

46.99 feet along the arc of a non-tangent curve to the right having a radius of 1,218.00 feet and being subtended by a chord bearing North 55°37'55" West 46.99 feet to a point of tangent;

South 34°17'50" West a distance of 56.01 feet to a point of curve;

49.08 feet along the arc of a non-tangent curve to the left having a radius of 1,274.00 feet and being subtended by a chord bearing South 55°40'55" East 49.08 feet to a point of tangent;

South 32°09'34" West a distance of 754.08 feet to a point;

North 60°45'35" West a distance of 132.39 feet to a point of curve;

88.65 feet along the arc of a non-tangent curve to the right having a radius of 718.00 feet and being subtended by a chord bearing North 57°13'22" West 88.59 feet to a point of tangent;

North 53°41'08" West a distance of 55.21 feet to a point;

North 34°15'56" East a distance of 19.82 feet to a point;

North 55°44'04" West a distance of 56.00 feet to a point;

South 34°15'56" West a distance of 17.82 feet to a point;

North 53°41'08" West a distance of 220.14 feet to a point;

North 34°15'56" East a distance of 17.47 feet to a point;

North 55°44'04" West a distance of 56.00 feet to a point;

South 34°15'56" West a distance of 15.47 feet to a point;

North 53°41'08" West a distance of 23.19 feet to a point;

South 36°18'52" West a distance of 56.00 feet to a point;

South 53°41'08" East a distance of 25.19 feet to a point;

South 34°15'56" West a distance of 219.99 feet to a point of curve;

41.43 feet along the arc of a non-tangent curve to the right having a radius of 5,584.00 feet and being subtended by a chord bearing North 53°53'54" West 41.43 feet to a point;

South 36°18'52" West a distance of 132.00 feet to a point of curve;

46.15 feet along the arc of a non-tangent curve to the left having a radius of 5,716.00 feet and being subtended by a chord bearing South 53°55'01" East 46.15 feet to a point;

South 34°15'56" West a distance of 19.35 feet to a point;

South 55°44'04" East a distance of 56.00 feet to a point;

North 34°15'56" East a distance of 18.07 feet to a point of curve;

591.65 feet along the arc of a non-tangent curve to the left having a radius of 5,716.00 feet and being subtended by a chord bearing South 57°40'30" East 591.39 feet to a point;

South 28°09'34" West a distance of 204.48 feet to a point;

North 60°39'14" West a distance of 47.00 feet to a point;

South 29°20'46" West a distance of 56.00 feet to a point;

South 60°39'14" East a distance of 47.67 feet to a point of curve;

156.50 feet along the arc of a tangent curve to the left having a radius of 5,975.93 feet and being subtended by a chord bearing South 61°24'15" East 156.50 feet to a point;

South 28°09'34" West a distance of 117.00 feet to a point of curve;

482.73 feet along the arc of a non-tangent curve to the left having a radius of 6,071.81 feet and being subtended by a chord bearing South 64°25'19" East 482.60 feet to a point;

South 23°18'38" West a distance of 162.00 feet to a point of curve;

92.74 feet along the arc of a non-tangent curve to the right having a radius of 6,032.00 feet and being subtended by a chord bearing North 66°01'25" West 92.74 feet to a point of tangent;

South 39°22'12" West a distance of 455.88 feet to an iron rod found on the northernmost corner of the land of Hertelendy as recorded in Deed Book 879 Page 740 among the Land Records of Jefferson County, West Virginia; Thence departing said Huntfield Phase 2A and running with the land of said Hertelendy and also with the land of Jerry and Wanda Ball as recorded in Deed Book 969 Page 277 among the Land Records of Jefferson County, West Virginia;

South 39°18'43" West a distance of 434.25 feet to an iron rod found on the westernmost corner of the land of said Ball; Said point being on the easternmost corner of Lot 12, of aforementioned Spruce Hill North; Thence departing the land of said Ball and running with said Spruce Hill North;

North 40°31'05" West a distance of 799.49 feet to an iron rod found;

South 77°20'46" West a distance of 2,284.97 feet to the point of beginning, containing an area of 12,180,480 square feet, or 279.6254 acres of land, more or less.

LESS AND EXCEPTING, that certain "Utility Easement" parcel owned by the City of Charles Town containing 0.517 acres, with all easements appurtenant thereunto, as described on a plat entitled "Final Plat Showing Easements Across Huntfield, L.C. Property", dated May 31, 2002 and recorded in the aforesaid Clerk's Office in Plat Book 19, at Page 49 and conveyed to the City of Charles Town by a deed recorded in the aforesaid Clerk's Office in Deed Book 969, at Page 584.

Parcel 2:

Description of 1.6250 Acres Parcel of Land
Land of Huntfield, LC
Tax Map 11 Part of Parcel 1
Charles Town Corporation District 3
Deed Book 949 Page 203
Jefferson County, West Virginia

BEGINNINGat a point on the southernmost corner of the land of Hertelendy in the centerline of Huyett Road, West Virginia Route 13/3, as recorded in Deed Book 879 Page 740; Thence departing the centerline of said Huyett Road and running with the land of said Hertelendy and also with Parcel 2C, Phase 2A, Huntfield, as recorded in Plat Book 20 Page 82 and also with the land of Jefferson County Board of Education as recorded in Deed Book 974 Page 740 among the

Land Records of Jefferson County, West Virginia;

North 39°12'29" East a distance of 440.76 feet to a point of curve;

392.42 feet along the arc of a tangent curve to the left having a radius of 762.00 feet and being subtended by a chord bearing North 24°27'18" East 388.09 feet to a point;

North 09°42'06" East a distance of 80.79 feet to a point;

South 80°17'54" East a distance of 76.00 feet to a point;

South 09°42'06" West a distance of 80.79 feet to a point of curve;

431.56 feet along the arc of a tangent curve to the right having a radius of 838.00 feet and being subtended by a chord bearing South 24°27'18" West 426.80 feet to a point of tangent;

South 39°12'29" West a distance of 436.50 feet to a point in the centerline of aforementioned Huyett Road; Thence continuing with the centerline of said Huyett Road;

North 53°59'54" West a distance of 76.12 feet to the point of beginning, containing an area of 70,787 square feet, or 1.6250 acres of land, more or less.

Parcel 3:

Description of 481.2517 Acres Parcel of Land
Land of Huntfield, LC
Tax Map 11 Parcel 2
Charles Town Corporation District 3
Deed Book 949 Page 203
Jefferson County, West Virginia

BEGINNINGat a point in the centerline of Summit Point Road, West Virginia Route 13, on the northernmost corner of the land of Claymont Society for Continuous Education, Inc., as recorded in Deed Book 386 Page 79 among the Land Records of Jefferson County, West Virginia; Thence departing the land of said Claymont Society and running with the centerline of said Summit Point Road;

North 56°47'10" East a distance of 2,452.63 feet to a point of curve;

234.59 feet along the arc of a tangent curve to the right having a radius of 274.44 feet and being subtended by a chord bearing North 81°16'26" East 227.51 feet to a point of tangent;

South 74°14'18" East a distance of 1,201.81 feet to a point on the northernmost corner of Winchester Cold Storage Co., Inc., as recorded in Deed Book 452 Page 15 among the Land Records of Jefferson County, West Virginia; Thence departing the centerline of said Summit Point Road and running with the land of Winchester Cold Storage;

South 02°11'12" East a distance of 2,125.91 feet to an iron found;

North 87°09'13" East a distance of 390.17 feet to an iron found;

South 02°14'14" East a distance of 650.77 feet to an iron found;

South 32°09'33" West a distance of 1,199.65 feet to an iron found;

South 57°50'39" East a distance of 648.36 feet to a an iron found on the westerly right of way line of Norfolk & Western Rail Road, a 60 feet wide right of way; Thence departing the land of said Winchester Cold Storage and running with the westerly right of way line of said Norfolk & Western Rail Road;

South 32°10'15" West a distance of 211.00 feet to a point of curve;

845.10 feet along the arc of a tangent rail road curve to the right having a radius of 5,696.65 feet and being subtended by a chord bearing South 36°25'15" West 844.34 feet to a point of tangent;

South 40°40'15" West a distance of 2,507.97 feet to a point of curve;

504.63 feet along the arc of a tangent rail road curve to the right having a radius of 2,259.01 feet and being subtended by a chord bearing South 47°04'15" West 503.62 feet to a point of tangent;

South 53°28'15" West a distance of 387.10 feet to a point on a corner of aforementioned Claymont Society for Continuous Education, Inc.; Thence departing the westerly right of way line of said Norfolk and Western Rail Road and running with said Claymont Society;

North 43°33'53" West a distance of 511.38 feet to a point;

South 82°10'37" West a distance of 135.91 feet to a point;

North 64°53'12" West a distance of 732.24 feet to a point;

North 22°04'51" East a distance of 575.59 feet to a point;

North 34°42'54" East a distance of 95.37 feet to a point;

South 77°05'53" East a distance of 275.69 feet to a point;

North 19°11'35" East a distance of 152.71 feet to a point;

South 84°34'55" East a distance of 172.48 feet to a point;

North 52°59'19" East a distance of 176.94 feet to a point;

North 82°45'56" East a distance of 129.86 feet to a point;

North 82°11'21" East a distance of 298.94 feet to a point;

North 03°39'31" East a distance of 1,087.30 feet to a point;

North 79°52'43" West a distance of 710.53 feet to a point;

North 69°42'21" West a distance of 295.42 feet to a point;

North 18°46'49" West a distance of 235.47 feet to a point;

North 05°47'18" East a distance of 156.25 feet to a point;

North 35°18'57" West a distance of 344.85 feet to a point;

North 00°23'20" East a distance of 2,253.92 feet to a point;

North 85°49'58" East a distance of 104.34 feet to a point;

North 03°40'30" West a distance of 661.33 feet to the point of beginning, containing an area of 20,963,324 square feet, or 481.2517 acres of land, more or less.

Parcel 4:

Being all of Phase 2A, Parcel 2A as shown on a plat entitled "Phase 2A - Huntfield, lots 114 through 190" made by Urban Engineering & Associates, Inc., dated May 2003 and recorded in the Office of the clerk of the County Commission of Jefferson County, West Virginia in Plat Book 20, at Page 82.as shown on an ALTA/ACSM plat made by Urban Ltd. dated December 17, 2010 and last revised on February 3, 2011

Parcel 5:

Description of 6.749 Acres Parcel of Land
Land of Huntfield, LC
Tax Map 11A Parcel CMR2
(Huntfield Phase 1 Lot B)
Charles Town Corporation District 3
Deed Book 949 Page 203
Jefferson County, West Virginia

Beginning on the western right of way line of Augustine Avenue, West Virginia Route 340/18, a variable width right of way, on the southernmost corner of Lot C as shown on a plat entitled "Final Plat Showing ~ Lot 1 - 113 ~ Phase I ~ Huntfield" as recorded in Plat Book 20 Page 45 among the Land Records of Jefferson County, West Virginia; Thence departing said Lot C and running with the westerly right of way line of said Augustine Avenue;

South 32°35'07" West a distance of 450.69 feet to a point of curve on the northerly right of way line of Prospect Hill Boulevard, a 132 feet wide right of way, as shown on said plat; Thence departing the westerly right of way line of said Augustine Avenue and running with the northerly right of way line of said Prospect Hill Boulevard;

39.27 feet along the arc of a tangent curve to the right having a radius of 25.00 feet and being subtended by a chord bearing South 77°35'07" West 35.36 feet to a point of tangent;

North 57°24'53" West a distance of 638.78 feet to a point of curve on the easterly right of way line of Corbin Circle, a variable width right, as shown on said plat; Thence departing the northerly right of way line of said Prospect Hill Boulevard and running with the easterly right of way line of said Corbin Circle;

143.37 feet along the arc of a non-tangent curve to the left having a radius of 125.00 feet and being subtended by a chord bearing North 32°08'33" West 135.64 feet to a point on the easterly right of way line of Butler Street, a 66 feet wide right of way, as shown on said plat; Thence departing the easterly right of way line of said Corbin Circle and running with the easterly right of way line of said Butler Street;

North 09°41'33" East a distance of 61.17 feet to a point on the westernmost corner of Lot 613 as shown on a plat entitled "Record Plat ~ Phase 5A - Huntfield ~ Lots 613 through 627" as recorded among the Land Records of Jefferson County, West Virginia in Plat Book 25 Page 35; Thence departing the easterly right of way line of said Butler Street and

running with said Lot 613 as shown on said plat;

South 80°18'27" East a distance of 100.00 feet to a point on the southernmost corner of said Lot 613; Thence continuing with said Lot 613 and also with Lots 614 and 615 as shown on said plat;

North 09°41'33" East a distance of 161.28 feet to a point on the westernmost corner of aforementioned Lot C as shown on said plat; Thence departing said Lot 615 and running with southerly line of said Lot C as shown on said Phase 5A Plat;

South 69°58'24" East a distance of 799.99 feet to the point of beginning, containing an area of 293,999 square feet, or 6.749 acres of land, more or less.

Parcel 6:

Description of 16.729 Acres Parcel of Land
Land of Huntfield, LC
Tax Map 11A Parcel COM1
(Huntfield Phase 1 Lot C)
Charles Town Corporation District 3
Deed Book 949 Page 203
Jefferson County, West Virginia

Beginning on the westerly right of way line of Augustine Avenue, West Virginia Route 340/18, a variable width right of way, on the easternmost corner of Lot B as shown on a plat entitled "Final Plat Showing ~ Lot 1 - 113 ~ Phase I ~ Huntfield" as recorded in Plat Book 20 Page 45 among the Land Records of Jefferson County, West Virginia; Thence departing the westerly right of way line of said Augustine Avenue and running with the northerly line of said Lot B;

North 69°58'24" West a distance of 799.99 feet to a point on the easterly line of Lot 615 as shown on a plat entitled "Record Plat ~ Phase 5A - Huntfield ~ Lots 613 through 627" as recorded among the Land Records of Jefferson County, West Virginia in Plat Book 25 Page 35; Thence departing said Lot B and running with Lots 615 through 619 as shown on said Phase 5A Plat;

North 09°41'33" East a distance of 336.46 feet to a point on the easternmost corner of said Lot 619; Thence continuing with said Lot 619;

North 80°18'27" West a distance of 100.00 feet to a point on the northern most corner of said Lot 619; Said point also being on the easterly right of way line of Butler Street, a 66 feet wide right of way, as shown on said plat; Thence departing said Lot 619 and running with the easterly right of way line of said Butler Street;

North 09°41'33" East a distance of 56.00 feet to a point on the westernmost corner of Lot 620 as shown on said plat; Thence departing the easterly right of way line of said Butler Street and running with said Lot 620;

South 80°18'27" East a distance of 100.00 feet to a point on the southernmost corner of said Lot 620; Thence continuing with said Lot 620 and also running with Lots 621 through 627;

North 09°41'33" East a distance of 581.26 feet to a point on the easternmost corner of said Lot 627;Thence continuing with said Lot 627;

North 80°18'27" West a distance of 100.00 feet to a point of curve on the northernmost corner of said Lot 627; Said point also being on the southerly right of way line of Ball Circle, a variable width right of way, as shown on said plat; Thence departing said Lot 627 and running with the southerly right of way line of said Ball Circle;

5.88 feet along the arc of a non-tangent curve to the right having a radius of 5.00 feet and being subtended by a chord bearing North 43°22'36" East 5.55 feet to a point of reverse curve;

134.57 feet along the arc of a tangent curve to the left having a radius of 118.00 feet and being subtended by a chord bearing North 44°23'22" East 127.39 feet to a point of reverse curve on the southerly right of way line of Marquee Farm Road, a 60 feet wide right of way, as shown on said plat; Thence departing the southerly right of way of said Ball Circle and running with the southerly right of way line of said Marquee Farm Road as shown on said plat;

33.58 feet along the arc of a tangent curve to the right having a radius of 25.00 feet and being subtended by a chord bearing North 50°11'53" East 31.11 feet to a point of compound curve;

162.82 feet along the arc of a tangent curve to the right having a radius of 370.00 feet and being subtended by a chord bearing South 78°42'58" East 161.51 feet to a point of tangent;

South 66°06'34" East a distance of 210.98 feet to a point of curve;

186.57 feet along the arc of a tangent curve to the right having a radius of 120.00 feet and being subtended by a chord bearing South 21°34'10" East 168.34 feet to a point of tangent;

South 22°58'14" West a distance of 120.69 feet to a point of curve;

476.07 feet along the arc of a tangent curve to the left having a radius of 330.00 feet and being subtended by a chord bearing South 18°21'27" East 435.84 feet to a point of tangent;

South 59°41'08" East a distance of 328.31 feet to a point;

39.27 feet along the arc of a tangent curve to the right having a radius of 25.00 feet and being subtended by a chord bearing South 14°41'08" East 35.36 feet to a point of tangent on the westerly right of way line of aforementioned Augustine Avenue; Thence departing the southerly right of way line of said Marquee Farm Road and run ning with said Augustine Avenue as shown on said plat;

South 30°18'52" West a distance of 179.95 feet to a point;

South 32°35'07" West a distance of 251.55 feet to the point of beginning, containing an area of 728,718 square feet, or 16.729 acres of land, more or less.

Parcel 7:

Description of 6.936 Acres Parcel of Land
Land of Huntfield, LC
Tax Map 11A Parcel COM2
(Huntfield Phase 1 Lot F)

Charles Town Corporation District 3
Deed Book 949 Page 203
Jefferson County, West Virginia

Beginning at point number 3032 on a corner of Residue Parcel as shown on a plat entitled "Final Plat Showing Lot 1 - 113 Phase I Huntfield" as recorded in Plat Book 20 Page 45 among the Land Records of Jefferson County, West Virginia; Said point also being on the westerly right of way line of Augustine Avenue, West Virginia Route 340/18, a variable width right of way; Thence departing said Residue Parcel and running with the westerly right of way line of said Augustine Avenue;

South 30°18'52" West a distance of 246.35 feet to a point on the easternmost corner of the Water Station Booster Parcel conveyed to the City of Charles Town as shown on a plat entitled "Water Booster Station Dedication and Easement Plat" as recorded in Deed Book 1018 Page 522 among the Land Records of Jefferson County, West Virginia; Thence departing the westerly right of way line of said Augustine Road and running with said Water Station Booster Parcel;

North 58°54'27" West a distance of 132.01 feet to a point;

South 30°18'52" West a distance of 70.19 feet to a point;

South 58°54'27" East a distance of 132.01 feet to a point on the westerly right of way line of said Augustine Avenue; Thence departing said Water Booster Station Parcel and running with the westerly right of way line of said Augustine Avenue as shown on aforementioned Phase I ~ Huntfield Plat;

South 30°18'52" West a distance of 32.78 feet to a point of curve on the northerly right of way line of Marquee Farm Road, a 60 feet wide right of way, as shown on said Phase 1 ~ Huntfield plat; Thence departing the westerly right of way line of said Augustine Avenue and running with the northerly right of way line of said Marquee Farm Road as shown on said Phase I ~ Huntfield Plat;

39.27 feet along the arc of a tangent curve to the right having a radius of 25.00 feet and being subtended by a chord bearing South 75°18'52" West 35.36 feet to a point of tangent;

North 59°41'08" West a distance of 328.31 feet to a point of curve;

389.51 feet along the arc of a tangent curve to the right having a radius of 270.00 feet and being subtended by a chord bearing North 18°21'27" West 356.60 feet to a point of tangent;

North 22°58'14" East a distance of 120.69 feet to a point of curve;

279.85 feet along the arc of a tangent curve to the left having a radius of 180.00 feet and being subtended by a chord bearing North 21°34'10" West 252.51 feet to a point of tangent;

North 66°06'34" West a distance of 210.98 feet to a point of curve;

207.21 feet along the arc of a tangent curve to the left having a radius of 430.00 feet and being subtended by a chord bearing North 79°54'52" West 205.21 feet to a point of reverse curve on the northerly right of way line of Ball Circle, a variable width right of way, as shown on said Phase 1 ~ Huntfield plat; Thence departing the northerly right of way line of said Marquee Farm Road and running with the northerly right of way line of said Ball Circle as shown on said Phase 1 ~ Huntfield plat;

26.03 feet along the arc of a tangent curve to the right having a radius of 25.00 feet and being subtended by a chord bearing North 63°53'22" West 24.87 feet to a point of reverse curve;

213.41 feet along the arc of a tangent curve to the left having a radius of 118.00 feet and being subtended by a chord bearing North 85°52'16" West 185.49 feet to a point on a corner of the aforementioned Residue Parcel; Thence departing the northerly right of way line of said Ball Circle and running with said Residue Parcel as shown on said Phase 1 ~ Huntfield plat;

North 36°25'17" East a distance of 197.78 feet to a point;

South 61°33'34" East a distance of 524.53 feet to a point;

South 48°38'56" East a distance of 900.01 feet to the point of beginning, containing an area of 302,125 square feet, or 6.936 acres of land, more or less.

Parcel 8:

Being all of Recreation Center - Huntfield, containing 2.71352 acres, as shown on a plat entitled "Recreation Center - Huntfield Active Community Center #1", made by Urban Engineering & Associates, Inc., dated April 2006 and recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia in Plat Book 23, at Page 12.

Parcel 9:

All of those certain units or parcels of real estate situate in the Huntfield Community in the City of Charles Town, Jefferson County, West Virginia, being more particularly bound and described as follows:

All of Lots 131, 132, 139, 142, 143, 144 and 145 as described on a plat entitled Phase 2A – Huntfield, Lots 114 through 190" made by Urban Engineering & Associates, Inc., dated May 2003 and recorded in the Office of the Clerk of the County Commission of Jefferson county, West Virginia, in Plat Book 20, at Page 82 and also shown on an ALTA/ACSM plat made by Urban Ltd. dated December 17, 2010 and last revised on February 3, 2011.

Parcel 10:

All of those certain units or parcels of real estate situate in the Huntfield Community in the City of Charles Town, Jefferson County, West Virginia, being more particularly bound and described as follows:

All of Lots 286, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 315, 316, 318, 319, 320, 322, 323, 324, 325, 326, 327, 327-A, 328, 330, 331, 334, 336, 337, 339, 340, 341, 342, 343, 344, 345, 346, 347, 347-A, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 366-A, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377 and 378 as further described on a plat entitled "Phase 2B, Section 2-Huntfield, Lots 278 – 378" made by Urban Engineering & Associates, Inc., dated August 1, 2005 and recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Plat Book 22, at Page 42 and also shown on an ALTA/ACSM plat made by Urban Ltd. dated December 17, 2010 and last revised on February 3, 2011.

Parcel 11:

All of those certain units or parcels of real estate situate in the Huntfield Community in the City of Charles Town, Jefferson County, West Virginia, being more particularly bound and described as follows:

All of Lots 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 466, 467, 468, 469, 470, 471 and 472 as further described on a plat of correction entitled "Phase 3A Section 2 – Huntfield, Lots 398 – 466" made by Urban Engineering & Associates, Inc., dated May 2009 and recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia in Plat Book 25, at Page 174 and as also shown on that ALTA/ACMS plat made by Urban Ltd. dated December 17, 2010 and last revised on February 3, 2011.

Parcel 12:

All of those certain parcels of real estate located in the Huntfield Community, in the City of Charles Town, Jefferson County, West Virginia, being more particularly described as follows:

All of Lots 614, 615, 622, 623, 624, 625 and 626 as shown on a plat entitled "Phase 5A – Huntfield, Lots 613 through 627" made by Urban Engineering, Ltd., dated January 2008 and recorded in the Office of the Clerk of the County Commission of Jefferson county, West Virginia, in Plat Book 25, at Page 35 and also shown on an ALTA/ACSM plat made by Urban Ltd. dated December 17, 2010 and last revised on February 3, 2011.

Parcel 13:

All of those certain parcels of real estate situate in Charles Town Corporation, Jefferson County, West Virginia and more particularly described as follows:

All of Lots 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 884, 885, 886, 887, 888, 889, 890, 891, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903 and 904 as depicted on a plat entitled "Plat of Correction Union Ridge Town Homes – Huntfield", made by Urban Ltd., dated May, 2009 and recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Plat book 25, at Page 142 and also shown on an ALTA/ACSM plat made by Urban Ltd. dated December 17, 2010 and last revised on February 3, 2011.

Parcel 14:

All of those common elements including streets, roads, alley and open areas within the Huntfied Community and as more particularly shown on the various plats of record and also shown on an ALTA/ACSM plat made by Urban Ltd. dated December 17, 2010 and last revised on February 3, 2011, LESS AND EXCEPTING:

A. All of those certain Common Elements of the Hunfield Community as more particularly described in a deed to Huntfield Community Associations, Inc., recorded in the aforesaid Clerk's Office in Deed Book 1061, at Page 646.

B. All of those certain Alleyways in the Huntfield Community as more particularly described in a Deed to Huntfield Community Associations, Inc., recorded in the aforesaid Clerks' Office in Deed Book 1061, at Page 667.

C. All of those portions of Colston Road, Payne Street, Deerbrook Drive and Lord Fairfax Street in the Huntfield Community as more particularly described by three (3) deeds to the City of Charles Town recorded in the aforesaid Clerk's Office in Deed Book 1014, at Page 580, in Deed Book 1033, at Page 35 and in Deed Book 1062, at Page 422.

Parcel 15:

Description of 8.2264 Acres Parcel of Land
Land of Huntfield, LC
Tax Map 11 Part of Parcel 1

Charles Town Corporation District 3
Deed Book 949 Page 203
Jefferson County, West Virginia

BEGINNING at a point on the southernmost corner of Parcel 2A, Phase 2A, Huntfield, as recorded among the Land Records of Jefferson County, West Virginia, in Plat Book 20 Page 82; Said point also being on the westerly right of way line of Augustine Avenue, West Virginia Route 340/18, a variable width right of way; Thence departed said Parcel 2A and running with the westerly right of way line of said Augustine Avenue;

South 32°35'07" West a distance of 84.91 feet to a point;

South 64°02'13" West a distance of 58.08 feet to a point;

South 36°05'20" West a distance of 177.15 feet to a point on the easternmost corner of the land of Jefferson County Board of Education as recorded in Deed Book 974 Page 740 among the Land Records of Jefferson County, West Virginia; Thence departing the westerly right of way line of said Augustine Avenue and running with the land of said Jefferson County Board of Education;

North 19°43'59" West a distance of 505.52 feet to a point;

North 69°58'24" West a distance of 450.72 feet to a point on the easterly line of Open Space Parcel 78C Union Ridge Town Homes as recorded in Plat Book 25 Page 142; Thence departing the land of said Jefferson County Board of Education and running with said Open Space Parcel 48C, with said Phase 2A Huntfield, and Phase 1 Huntfield as recorded in Plat Book 20 Page 45 among the Land Records of Jefferson County, West Virginia

North 20°01'36" East a distance of 64.00 feet to a point;

North 69°58'24" West a distance of 35.00 feet to a point;

North 20°01'36" East a distance of 477.00 feet to a point;

South 69°58'24" East a distance of 178.99 feet to a point of curve;

115.97 feet along the arc of a non-tangent curve to the left having a radius of 125.00 feet and being subtended by a chord bearing South 38°25'19" East 111.85 feet to a point;

South 09°41'33" West a distance of 8.57 feet to a point;

South 80°18'27" East a distance of 66.00 feet to a point;

North 09°41'33" East a distance of 8.57 feet to a point of curve;

43.48 feet along the arc of a non-tangent curve to the left having a radius of 125.00 feet and being subtended by a chord bearing North 74°25'13" East 43.26 feet to a point;

South 57°24'53" East a distance of 40.96 feet to a point on the northernmost corner of aforementioned Parcel 2A Phase 2A, Huntfield; Thence departing aforementioned Phase 1 Huntfield, and running with said Parcel 2A;

South 09°05'25" East a distance of 644.42 feet to a point;

South 57°24'39" East a distance of 194.34 feet to the point of beginning, containing an area of 358,343 square feet, or 8.2264 acres of land, more or less.

ADDENDUM TO WATER SERVICES DEVELOPMENT AGREEMENT

This Addendum is made and effective this 12th day of September, 2002, by and between **THE CITY OF CHARLES TOWN UTILITY BOARD**, hereinafter referred to as "CITY", 101 East Washington Street, Charles Town, West Virginia, 25414, and **HUNTFIELD L.C.**, hereinafter referred to as "DEVELOPER", 8614 Westwood Center Drive, Vienna, Virginia, 22182.

WHEREAS, the CITY and DEVELOPER haVE agreed to the terms of a Water Services Development Agreement (the "Agreement") providing for public water to lands owned by DEVELOPER in the City of Charles Town District, Jefferson County, West Virginia, known as "Huntfield"; and,

WHEREAS, as required by law, said Agreement was submitted to the Public Service Commission of West Virginia for its review and approval (Case No. 02-0161-W-CN); and,

WHEREAS, the Agreement, and this Addendum, were approved by an Order of the Public Service Commission on July 12, 2002, which Order is now final and unappealable; and,

WHEREAS, the Agreement provided for the development of an interim water source to serve Huntfield until a sufficient customer base had been established that would, in the sole opinion of the CITY, allow the CITY to finance the cost of construction of a water main from the CITY'S existing distribution system to serve Huntfield; and,

WHEREAS, the DEVELOPER has requested of the CITY that the CITY not develop the interim water source, but extend a water main to serve Huntfield at this time (the "Off-Site Improvements"); and,

WHEREAS, the CITY has agreed to the extension of the water main subject to the terms and conditions of this Addendum.

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

ARTICLE I
SCOPE OF PROJECT

Section 1.01. Sections 1.02, 1.03, 1.04 and l.06 of the Agreement are deleted.

Section 1.02. In lieu of developing an interim water source, the parties shall undertake the

Agreement.

Section 2.06. The DEVELOPER shall provide to the CITY a complete set of plans for the Off-Site Improvements and continually update those plans through the design and construction of the Off-Site Improvements. Upon completion of construction, the DEVELOPER shall provide to the CITY reproducible mylars of "as built" plans for the Off-Site Improvements.

Section 2.07. Inspection and transfer of ownership of the Off-Site Improvements shall proceed as set forth in Sections 4.01, 4.02 and 4.03 of the Agreement.

Section 2.08. Prior to construction of the Off-Site Improvements, the DEVELOPER shall obtain independent financing for the construction of the improvements and shall provide the CITY with adequate assurances that sufficient capital has been obtained to complete the construction of the Off-Site Improvements.

Section 2.09 Prior to construction of the Off-Site Improvements, the DEVELOPER shall provide to the CITY 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 CITY may approve for the total amount allocated to the design and construction of the Off-Site Improvements benefitting the proposed development. The CITY 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 CITY from the operation of the Off-Site Improvements to cover the debt service upon the CITY's initial permanent financing as referenced in Section 2.10 of this Addendum for the Off-Site Improvements in the event the development fails to be built out at the projected rate necessary to cover the cost of the debt service of the Off-Site Improvements.

Section 2.10. The CITY shall obtain permanent financing to reimburse the DEVELOPER for the cost of construction (including design costs) of the Off-Site Improvements to serve the proposed development, and the DEVELOPER shall cooperate with that lender to secure the CITY'S loan and provide necessary reporting or other information required by the CITY'S lender.

Section 2.11 The DEVELOPER shall finance and complete the construction of the Off-Site Improvements and shall, in accordance with the provisions set forth herein, deliver the completed Off-Site Improvements to the CITY 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 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 CITY.

ARTICLE III
MISCELLANEOUS PROVISIONS

3.01 Except as modified herein, the parties reaffirm all of the terms and conditions of the Agreement.

3.02 The parties shall jointly petition the Public Service Commission of West Virginia to obtain the Commission's approval of this Addendum. This Addendum and the terms hereof shall not be binding upon the parties unless and until it is approved by the Public Service Commission.

THE CITY OF CHARLES TOWN UTILITY BOARD

By: Jane E. Arnett

Its: City Manager

Huntfield L.C.

By: _____

Its: ATTORNEY IN FACT

SECOND ADDENDUM TO WATER SERVICES DEVELOPMENT AGREEMENT (I)

This Second Addendum is made and effective this 29th day of January, 2003, by and between **THE CITY OF CHARLES TOWN UTILITY BOARD**, hereinafter referred to as "CITY", 101 East Washington Street, Charles Town, West Virginia, 25414, and **HUNTFIELD L.C.,** hereinafter referred to as "DEVELOPER", 8614 Westwood Center Drive, Vienna, Virginia, 22182.

WHEREAS, the CITY and DEVELOPER have entered into a Water Services Developer Agreement and an Addendum to that Agreement, both dated September 12, 2002, which Agreement and Addendum provide for public water to lands located within the City of Charles Town owned by DEVELOPER; and,

WHEREAS, the improvements contemplated by the Agreement and the Addendum have been completed and are ready for conveyance by the DEVELOPER to the CITY upon reimbursement by the CITY to the DEVELOPER of the cost of the improvements, and the parties wish to establish the procedure for determining the amount of funds to be paid from time to time by DEVELOPER to CITY to meet the CITY's debt service requirements until such time as revenues derived by the CITY from the Off-Site Improvements constructed by DEVELOPER are sufficient to pay the CITY's debt service requirements incurred by the CITY to reimburse DEVELOPER for the cost of the improvements.

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

1. Definitions.

A. Monthly Debt Service Payment. The amount of money required to be paid by the CITY each month to the West Virginia Municipal Bond Commission (the "Commission") required for deposit in the Series 2003 A Bonds Sinking Fund for the immediately succeeding month. Attached as Exhibit "A" is a debt service schedule.

B. Developer Generated Customers. Customers of the CITY's water utility system located either within the DEVELOPER's Project or which shall connect to the Off-Site Improvements.

C. Monthly Net Revenue Available for Debt Service. Gross revenue realized by the CITY from Developer Generated Customers after deducting therefrom a pro rata portion of the CITY's water system operating and maintenance expenses, as those expenses are determined from time to time by the CITY. The CITY's operating and maintenance expenses shall be established by the CITY on an annual basis not later than November 1st of each year during the term of this Agreement, based upon the CITY water system's most recent audited financial statement. For the term of January 1, 2003 to December 31, 2003 the amount of operating and maintenance expenses shall be Fifty Percent (50%) of the CITY's total gross revenues from its water system.

The CITY shall, from time to time, determine the Net Revenue for Debt Service expected to be generated from Developer Generated Customers. This determination shall be made by the CITY on a quarterly basis, commencing January 1, 2003 and continuing each April 1st, July 1st, October 1st and January 1st thereafter during the term of this Agreement. For each month of the quarter beginning January 1, 2003, the Net Revenue for Debt Service realized by the CITY from Developer Generated Customers shall be Zero ($0.00).

D. Guaranteed Minimum Payment. A sum of money equal to the Monthly Debt Service Payment minus the Monthly Net Revenue Available for Debt Service realized from Developer Generated Customers.

E. Off-Site Improvements. The water main and booster pump constructed by DEVELOPER between the CITY's existing water distribution system and the DEVELOPER'S Project.

F. Revenue Bonds. The CITY's 2003 Series A Water Revenue Bonds used to reimburse the DEVELOPER for the cost of the Off-Site Improvements. Including the cost of the Off-Site Improvements, issuance costs and funding of required reserves, the Revenue Bonds shall be in the amount of $1,000,000.

2. The cost of the Off-Site Improvements referenced in the Agreement and Addendum, inclusive of design fees, permit fees and other miscellaneous costs, is $818,693.39.

3. The CITY will reimburse DEVELOPER the sum of $818,693.39 from proceeds of the Revenue Bonds.

4. Contemporaneously with the reimbursement by CITY to DEVELOPER of the cost of the Off-Site Improvements, the DEVELOPER shall deliver to the CITY the sum of Three Hundred Thousand Dollars ($300,000.00) to be held by the CITY in an Escrow Account (the "Escrow Account") pursuant to the terms of an Escrow Agreement, a copy of which is attached as Exhibit B.

5. The CITY shall be required to make Monthly Debt Service Payments to the Commission. The DEVELOPER shall, monthly, pay to the CITY the Guaranteed Minimum Payment for the succeeding month. Payments by DEVELOPER to CITY pursuant to this Paragraph 5 shall be made to the CITY not later than the 15th day of each month during the term of this Agreement.

6. In the event DEVELOPER shall fail to remit the amount of money due to the CITY pursuant to Paragraph 5. of this Agreement, the CITY shall be entitled to draw on the Escrow Account an amount equal to the payment to have been made by the DEVELOPER to the CITY. In the event the DEVELOPER shall fail to remit the amount of money due the CITY within Thirty (30) days from the due date of any payment , the CITY shall be entitled to draw an amount equal to the remaining balance in the Escrow Account.

7. At such time as the Monthly Net Revenue Available for Debt Service calculated pursuant to Paragraph 1.C. of this Agreement is equal to the Monthly Debt Service Payment as defined by Paragraph 1.A. of this Agreement, the CITY shall authorize the Escrow Agent to close the Escrow Account and to disburse any funds then remaining in the Escrow Account to DEVELOPER. However, DEVELOPER's obligation to make the guaranteed minimum payment will remain in full force and effect pursuant to Paragraph 8. of this Agreement.

8. This Agreement shall remain in full force and effect for the term of the CITY's Revenue Bonds, or any refunding Revenue Bonds issued in replacement or substitution thereof.

9. This Second Addendum, together with the Agreement and the Addendum referred to herein, constitutes the entire agreement between the CITY and the DEVELOPER with respect to the matters addressed and may be amended only in a subsequent writing executed by both parties.

THE CITY OF CHARLES TOWN

By: Jane E. Arnett

It's: City Manager

WATER SERVICES DEVELOPMENT AGREEMENT

This Agreement is made and effective this 12th day of September, 2002, by and between the City of Charles Town Utility Board hereafter referred to as "CITY", 101 East Washington Street, Charles Town, West Virginia, 25414, and Huntfield, L.C., 8614 Westwood Center Drive, Suite 900, Vienna, Virginia, 22182 hereafter referred to as "DEVELOPER".

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

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

WHEREAS, the DEVELOPER is planning to develop certain lands situated within the Charles Town Water Service area commonly known as the Huntfield property (the "Project" or "Development"), said development to consist of residential, educational, commercial, and industrial sites; and,

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

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

WHEREAS, the parties have determined that initially the Project shall be served by a series of one or more wells to be developed within the Project and that subsequently the Project shall be served by constructing a water main from the CITY'S water treatment facility adjacent to the Shenandoah River to the Project; and,

WHEREAS, the parties have agreed to share in the cost of making public water facilities available within the Project.

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

ARTICLE I
SCOPE OF PROJECT; DEVELOPMENT OF INTERIM WATER SOURCE

Section 1.01. The DEVELOPER, or its successor in title, intends to develop a parcel of real estate situate in Charles Town District, Jefferson County, West Virginia and containing 1000 acres

(the "Project"). The real estate is identified by a plat attached hereto as Exhibit 1. The Project will be developed into one or more phases of residential development, with some commercial and/or industrial development. The DEVELOPER has agreed that approximately 75 acres of real estate will be available for the construction of one or more school facilities by the Jefferson County Board of Education, upon terms and conditions acceptable to the DEVELOPER. The approximate location of the real estate to be set aside for use by the Board of Education is identified on Exhibit 1.

The DEVELOPER estimates a total of 3,300 residential equivalent units will be developed and served by the CITY's water system.

Section 1.02. Test wells previously drilled by a predecessor in title to the DEVELOPER are located within the Project at the locations identified on Exhibit 1.

Section 1.03. Upon development of the wells as an interim water source by the DEVELOPER, as set forth in Section 1.04, the DEVELOPER will convey to the CITY the test wells and sufficient real estate for use as an interim water source for users within the Project Area, not to exceed 0.5 acres per well site as set forth on Exhibit 1, which may be relocated upon the mutual agreement of the CITY and the DEVELOPER. Upon conveyance of the interim wells to the CITY the CITY shall commence operation of the interim water system to serve the initial phase(s) of the development.

Section 1.04. The CITY shall, at the expense of the DEVELOPER, perform such tests and studies of the existing wells as the CITY shall determine are necessary to determine the adequacy (as to both quantity and quality) of the test wells as an interim water source. If the CITY, in its sole discretion, determines the test wells are adequate as an interim water source the DEVELOPER shall, at such time as the developer commences construction on one or more phases of the Project, develop the wells as sources for all users within the Project, including the school site to be developed by the Board of Education described in Section 1.01 above. The wells may also be used as a source of water to serve the existing Page-Jackson Elementary School, identified on Exhibit 1. The expense of development of the wells shall be borne solely by the DEVELOPER.

If the CITY, in its sole and absolute discretion, determines that one or both of the existing wells will not be adequate as an interim water source, the DEVELOPER shall be responsible for the cost of locating, drilling, testing and developing such Additional Wells as may be necessary to serve as an interim water source at such time as the DEVELOPER commences construction of one or more phases of the Project. Nothing contained herein shall obligate the DEVELOPER to develop the existing wells or to test and/or develop the Additional Wells until such time as the DEVELOPER elects to commence construction of the Project.

Section 1.05 The DEVELOPER shall incur all costs for the design and construction of water mains throughout the Project as and when development within the Project occurs. The design, construction and inspection of the water mains shall be in accordance with Articles II and III of this Agreement.

Section 1.06. At such time as the CITY, in it's sole discretion, shall determine that it is

economically feasible to do so, but in no event not later than when the average daily demand within the Project Area reaches 75,000 gallons per day, it shall, at its expense, design and construct a water main to connect the water system within the Project Area to the CITY'S general water system.

The approximate point of connection shall be in the location identified on Exhibit 1, and may be relocated upon the mutual agreement of the CITY and the DEVELOPER. At such time as the water system is connected to the CITY'S general water system the wells and real estate to be conveyed by the DEVELOPER to the CITY pursuant to Paragraph 1.03 of this Agreement shall be reconveyed by the CITY to the DEVELOPER.

Section 1.07. Attached as Exhibit "2" is a letter dated January 10, 2001 to the CITY of Charles Town from Chester Engineers estimating the cost of extending a twelve inch (12") main from the CITY's existing water distribution facilities to the Developer's property at a total cost of $1,200,000.00.

ARTICLE II
DESIGN

Section 2.01. The DEVELOPER hereby agrees to employ qualified professional engineers to design a water distribution system which meets the design specifications provided by the CITY to provide satisfactory water distribution within the Project, as and when development within the Project Area occurs.

Section 2.02. The CITY shall bear no financial or other responsibility for the design of the DEVELOPER'S water distribution system. The CITY shall have the right to inspect and approve prior to the start of construction under this Agreement the designs and specifications of the DEVELOPER'S system, to insure that the DEVELOPER'S system satisfactorily distributes the water within the development area in accordance with current and future applicable regulations and the terms of this Agreement, minimizes leakage, and is designed using sound engineering standards. The CITY may require such revisions of said plans and specifications as the CITY feels is necessary before giving said prior approval. The DEVELOPER must receive said prior approval of the CITY in writing before the DEVELOPER may start construction.

Section 2.03. The DEVELOPER shall, at his own expense, submit the plans and specifications for the water distribution system within the Development to the appropriate State, Federal, and local agencies for their approval. The DEVELOPER shall make such changes as are required by said agencies, at the DEVELOPER'S expense.

ARTICLE III
CONSTRUCTION AND INSPECTION

Section 3.01. The DEVELOPER will construct the water distribution system within the Development according to the design plans completed by the DEVELOPER pursuant to Paragraph 2.01 of this Agreement (except for those items identified herein as being the responsibility of the CITY, specifically including, but not limited to, those items set forth in Section 3.02 below), for all residential, commercial, or industrial customers, either proposed or existing, within the development

at the DEVELOPER'S expense. The DEVELOPER shall obtain, at his own expense, all necessary permits, authorizations and approvals of State, Federal, and local agencies during the construction phase and shall make such changes as are required by said agencies during this phase. The DEVELOPER shall obtain all necessary rights-of-way and take all other such actions, including but not limited to, legal action, as are necessary to complete the water distribution system within the Development, at the DEVELOPER'S own expense. The CITY shall take such actions as are permitted by law to aid in obtaining the necessary easements on land not owned by the DEVELOPER, including, but not limited to, legal action. The cost of said actions by the CITY shall be borne by the DEVELOPER. The DEVELOPER shall have the right to approve all settlements for the purchase or acquisition of all necessary easements on land not owned by the DEVELOPER, which approval shall not be unreasonably withheld.

Section 3.02. The CITY shall construct at its sole cost and expense any water storage tanks or other storage facilities, any booster stations and any pump stations required to complete the water distribution system within the Development. Except for the items referenced in this Section 3.02, the CITY shall bear no financial or other responsibility for the construction of the DEVELOPER'S water distribution system in the Development. However, the CITY shall have the right to inspect and approve prior to the implementation of service under this Agreement, the construction of the Developers water distribution system to insure that water will be satisfactorily distributed within the Development in accordance with current and future applicable regulations and the terms of this Agreement, that leakage will be minimized, and that the system was constructed using sound engineering and construction standards, and using materials in compliance with the CITY'S standards and specifications.

Section 3.03. The DEVELOPER will be required at his expense to conduct pressure tests and water quality and safety tests in accordance with the laws of the State of West Virginia and the regulations of the State Health Department. In conjunction with the testing and prior to placing it in service, the system will be cleaned, flushed and disinfected with the applicable standards and methods of the American Water Works Association and the State Health Department. Attached Exhibit "3" identifies the specific types of tests required by the CITY before placing all main extensions in service.

Section 3.04. The DEVELOPER shall insure that each customer connected to the water distribution system at the time of transfer of ownership shall have a water meter installed. Said water meters, and their installation, must be approved by the CITY.

Section 3.05. The DEVELOPER shall provide to the CITY a complete set of plans for the water distribution system and continually update these plans through the design and construction of the system. Upon completion of construction, the DEVELOPER shall provide to the CITY reproducible mylars of "as built" plans for the system.

Section 3.06. At all times during the construction of said water distribution system, the DEVELOPER shall maintain sole ownership of said water distribution system.

ARTICLE IV
TRANSFER OF OWNERSHIP

Section 4.01. Upon completion of the construction of the water distribution system within the Development, or any phase thereof, the DEVELOPER shall obtain such State, Federal, and local certifications, authorizations, or approvals as required, at DEVELOPER'S expense. After said certifications, authorizations or approvals are obtained, and the water distribution system is completed in all respects, the DEVELOPER shall provide the CITY written notice of said completion. As used in this and subsequent Sections, "completed in all respects" includes, but is not limited to, the system being physically complete, all engineers, materialmen, contractors and subcontractors of the DEVELOPER being paid for their work on said system, all legal disputes regarding the water distribution system being resolved, and no outstanding liens or potential liens on said system existing.

Section 4.02. Upon receipt of the written notice described in Section 4.01, the CITY shall have ninety (90) days to inspect said water distribution system and any additional tests, at the CITY'S expense, as the CITY feels are appropriate and necessary to determine that the system is functioning in accordance with the design plans. Within not later than ninety (90) days, the CITY shall provide to the DEVELOPER, in writing, a list of changes, repairs, or additions which the CITY believes are necessary to place the DEVELOPER'S system in good and proper working condition, and a list of other actions which the DEVELOPER must take so that the system is completed in all respects. The DEVELOPER, at his own expense, shall make said changes, repairs and additions and take said actions which are directed by the CITY. Once said changes, repairs and additions have been made and actions taken, the DEVELOPER will provide the CITY with an additional written notice as set forth in Section 4.01 and the CITY shall have the same rights as it had upon receipt of the initial notice. Failure by the CITY to respond in writing within said ninety (90) day period will result in acceptance by the CITY without any changes, repairs or additions.

Section 4.03. If, after receipt of the notice as set forth in Section 4.01, the CITY determines that the DEVELOPER'S water distribution system is in good and proper working condition, that no other changes, repairs, or additions are necessary, and that the system is completed in all respects, the DEVELOPER shall convey to the CITY ownership of the water distribution system (or any completed portion thereof), including rights-of-way, and real property and easements necessary for the ownership, operation and maintenance of the system.

Section 4.04. The CITY shall accept ownership of the system a section at a time only if said section is complete in all respects and can be fully operational at the time of the transfer of that section. The CITY and the DEVELOPER shall have the same rights and obligations and shall follow the same procedures established in the Article for the transfer of ownership of the entire system. The system, or sections of the system, as appropriate, shall not become operational until its ownership is acquired by the CITY.

ARTICLE V
REPRESENTATIONS AND WARRANTIES

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

Section 5.02. The DEVELOPER represents and warrants that the water distribution system will be designed and constructed in accordance with the CITY'S specifications, and in a proper workmanlike manner using sound principles of engineering and construction. The DEVELOPER hereby warrants the DEVELOPER'S work on said system's lines, pumping facilities, storage facilities and other necessary appurtenances for two (2) years from the date of the transfer of ownership to the CITY and will make such changes, repairs and additions not caused by the negligence of the CITY or the acts of any third party, at the DEVELOPER'S expense, as are needed to maintain the water distribution system in a proper operation condition during the warranty period.

ARTICLE VI
USER CONNECTIONS

Section 6.01. All connections made to the water system shall be made in accordance with the Water Rate Tariff of the CITY in effect at the time of each connection, including payment of the appropriate Capacity Capital Improvement Fee as set forth in the Tariff. When a service connection is made by the CITY the DEVELOPER shall pay to the CITY its service connection fee contained within the CITY's water rate tariff. If the service connection is made by the DEVELOPER, the CITY will waive its service connection charge.

Section 6.02. The DEVELOPER shall insure that each additional CUSTOMER connection connected to the CITY'S water distribution system shall have a water meter installed prior to connection to the system. Said water meter, and its installation, must be approved by the CITY.

Section 6.03. The DEVELOPER hereby agrees that in the event that the DEVELOPER transfers any portion of the DEVELOPER'S land in the Development to any individual, corporation, or other entity who will engage in further development of said land, resulting in additional customers for the CITY, the DEVELOPER shall require, as a term of said transfer, that said individual, corporation, or other entity assume the obligations of this Agreement, whereupon the DEVELOPER shall be relieved from any further responsibility or liability under this Agreement as to such portion of the Project.

ARTICLE VII
MISCELLANEOUS PROVISIONS

Section 7.01. Nothing in this Agreement shall be construed to make the CITY liable or responsible for any obligations of the DEVELOPER.

The DEVELOPER hereby agrees to save and indemnify and keep harmless the CITY against all liability claims and judgements or demands for damages arising from accidents to persons or property occasioned by the DEVELOPER, his agents or employees, and against all claims or demands for damages arising from accidents to the DEVELOPER, his agents or employees, whether occasioned by said DEVELOPER or his employees and the DEVELOPER will defend any and all suits that may be brought against the CITY on account of any such accidents and will make good to, and reimburse, the CITY for any expenditures that the CITY may make by reason of such accidents. Except for the Warranties set forth in Paragraph 5.02 of this Agreement the indemnity provisions of this paragraph shall terminate upon transfer of the water system to the CITY.

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

Section 7.02. Upon transfer of ownership to the CITY, nothing in this Agreement shall be construed to provide the DEVELOPER with any ownership or other interest in the water distribution system, which will become the exclusive property of the CITY.

Section 7.03. This Agreement constitutes the entire Agreement between the CITY and the DEVELOPER with respect to the matters addressed and may be amended only in a subsequent writing executed by both parties. Time is of the essence as to all matters set forth herein.

Section 7.04. This Agreement may not be assigned by the DEVELOPER without the prior written consent of the CITY, which consent will not be unreasonably withheld, conditioned or delayed.

Section 7.05. 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 7.06. The CITY and the DEVELOPER shall jointly petition the Public Service Commission of West Virginia to obtain the Commission's approval of this Agreement. This Agreement and the terms thereof shall not be binding upon the parties unless and until it is approved by the Public Service Commission.

Section 7.07. The DEVELOPER shall not be obligated to locate, test, develop, construct, convey or to otherwise perform under this Agreement unless and until any and all approvals have been obtained and all contracts have been executed which, in DEVELOPER'S sole discretion or determination, are necessary to allow for the development of the Project in accordance with DEVELOPER'S development plans as determined by DEVELOPER, and unless and until

DEVELOPER elects to commence the development of the Project.

Section 7.08. The CITY will not reimburse the DEVELOPER for the installation costs or any other costs associated with the installation and construction of the water system, except for those costs assumed by the CITY as set forth in Section 1.06 and Section 3.02 hereof. The DEVELOPER has read the Public Service Commission of West Virginia's Rule 5.5 of the Rules and Regulations for the Government of Water Utilities, a copy of which is attached to this Agreement and incorporated by reference. In the reading and understanding of Rule 5.5, the Developer chooses to enter into this Water Services Development Agreement. The DEVELOPER will collect reimbursement through appropriate pricing of real estate within its development.

THE CITY OF CHARLES TOWN

By: Jane E. Arnett

It's: City Manager

HUNTFIELD L.C.

By: _____

It's: ATTORNEY IN FACT

Exhibit "

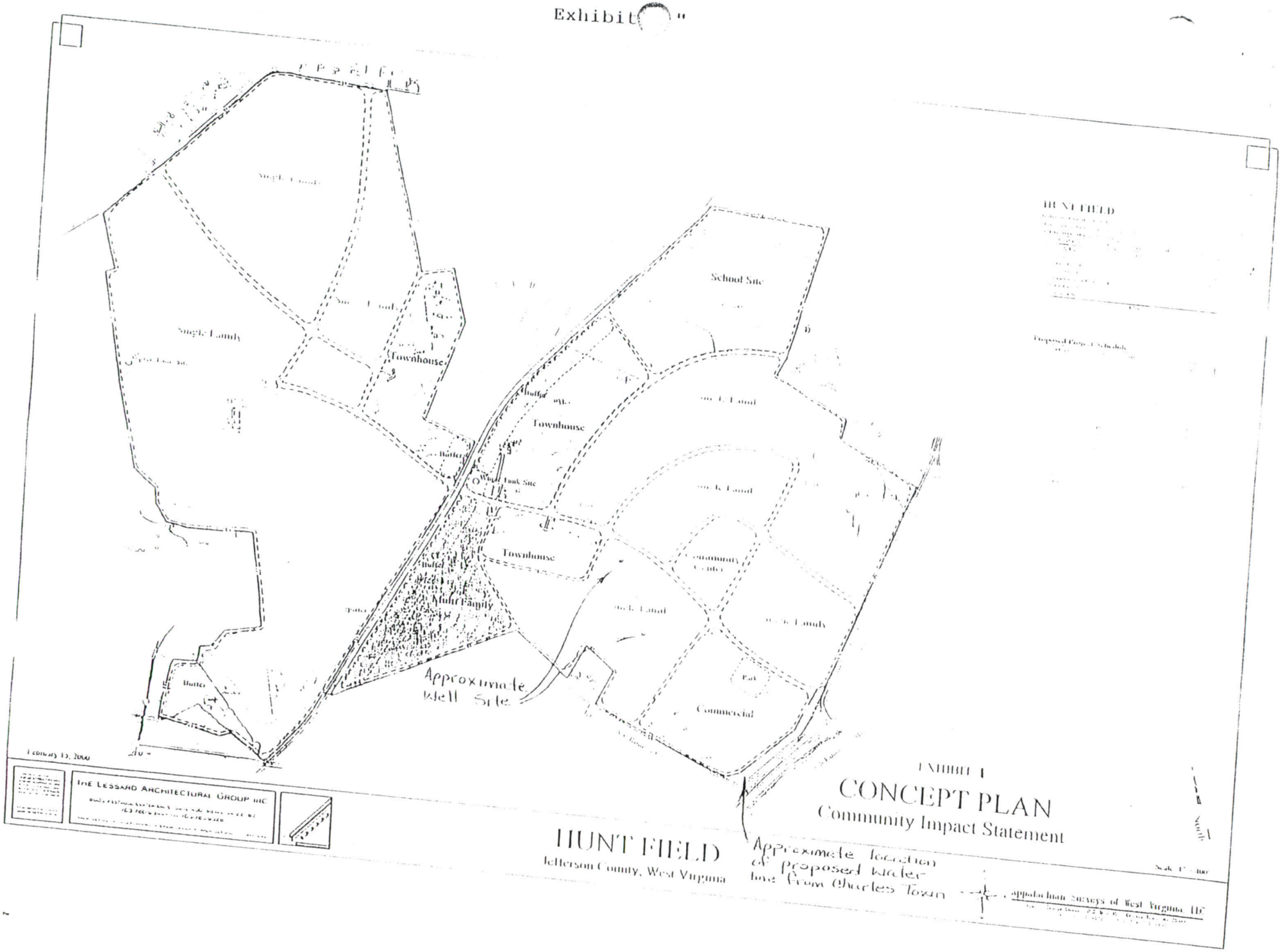

Single Family
Townhouse
School Site
Townhouse
Butler
Water Tank Site
Townhouse
Multi Family
Approximate Well Site
Commercial
Park
Butler
Butler
Single Family
Townhouse
Single Family

Exhibit "2"

Charlestown: Huntfield

CHESTER ENGINEERS

DATE: January 10, 2001

TO: Jane Arnett, City Manager
101 E. Washington Street
Charles Town, WV 25414

FROM: Larry Johnson
Senior Client Manager

CC: Hoy Shingleton, Esquire
Dave Choate, Chester Engineer

RE: Huntfield Water Service Line

We have completed the final draft of the Charles Town Water Facility Plan complete with hydraulic modeling.

As a part of that plan we have looked at providing water service to the Huntfield site. Our initial look at providing service occurred 18 months ago and anticipated running a 12 inch line from the Charles Town water treatment plant to Huntfield. The estimated cost of this line was $3 million. In our Facilities Plan, we have looked at an alternative method of serving the Huntfield property. We now propose to run a 12 inch line along US 340 (see attached drawing) to the property.

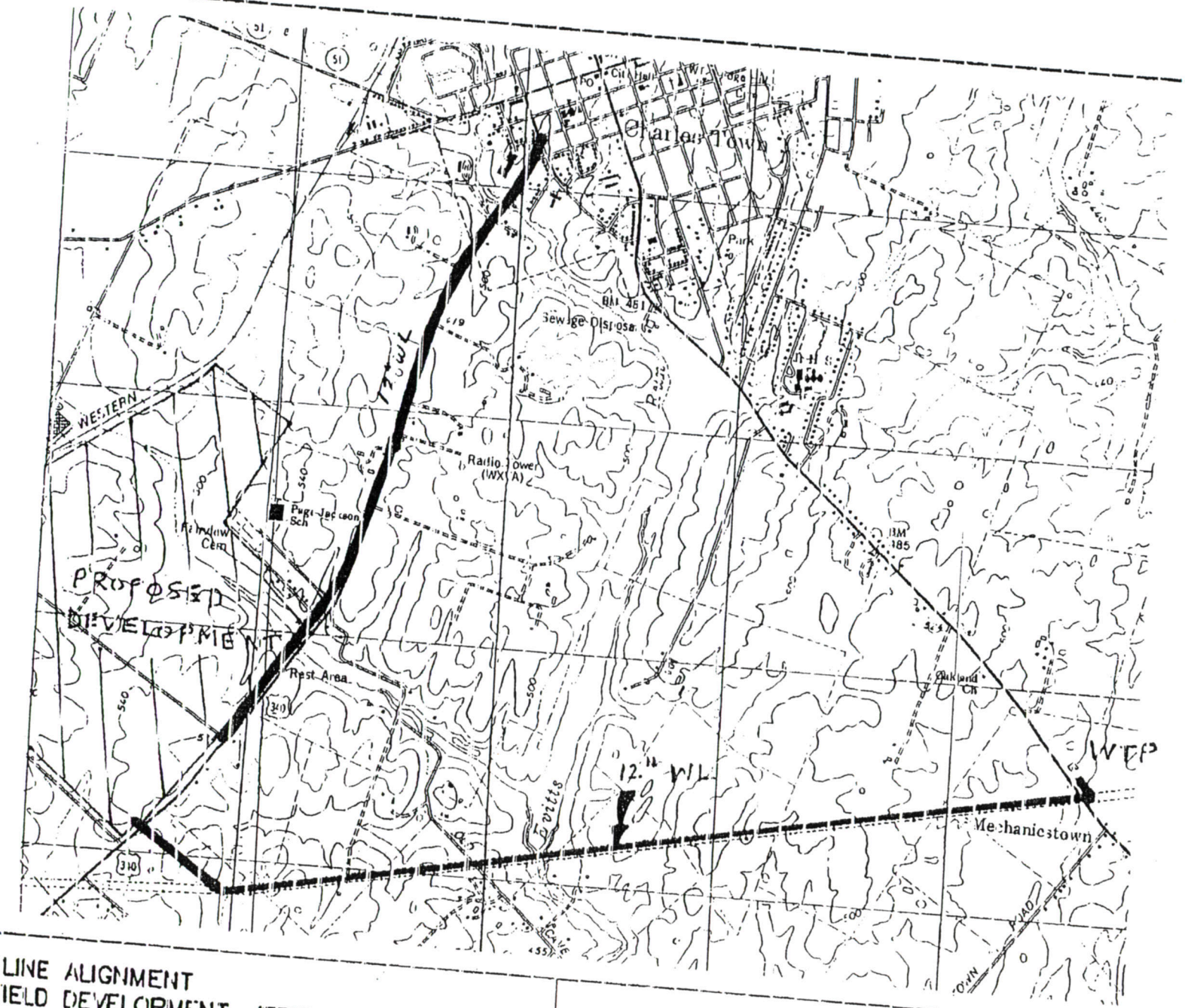
Our estimated cost for the line is detailed below:

Item	Qty.	Unit	Unit Cost	Cost
12" DIP, Class 52, Includes Excavation & Backfill	9500	LF	$ 56.51	$ 541,500
Allowance for Rock	5250	LF	$ 23.66	$ 124,215
12" Gate Valves	4	EA	$1,171.00	$ 4,684
Fire Hydrant Assembly	19	EA	$2,688.00	$ 51,072
Railroad Boring (24" ID)	100	LF	$ 314.00	$ 31,400
Allowance for General Conditions	5%			$ 40,505
Subtotal				$ 793,376
Engineering	10%			$ 79,337
Construction Oversight	10%			$ 79,337
Subtotal				$ 952,050
Contingency	25%			$ 238,012
Grand Total				$1,190,062
Say				$1,200,000

The estimated costs are not based on actual design drawings. These are planning level estimates, and do not include whatever construction must occur on-site at Huntfield.

/djg

300 Foxcroft Avenue, Suite 301
Martinsburg, West Virginia 25401
304-267-9759; Fax 304-267-9612



WATER LINE ALIGNMENT
HUNT FIELD DEVELOPMENT, JEFFERSON COUNTY, WV

FIGURE NO. 1

CHESTER

Chester Engineers Inc.

EXHIBIT "3"

TESTING PROCEDURES AND STANDARDS

Hydraulic Test For Water Lines

1. No more than 1,000 feet of pipe shall be installed without being tested, without the written approval of the CITY. The DEVELOPER shall prepare or have prepared and submit to the CITY a schedule for testing all parts of the extension seven days prior to testing.

2. After the pipe has been laid, thrust blocking cured (min. 5 days) and the trench completely or partially backfilled, the entire pipeline, or any section thereof, shall be subjected to hydrostatic pressure and leak tests in accordance with ANSI/AWWA C605-94, Section 7.3, Hydrostatic Testing or latest revision thereof.

3. In the event the pipe does not pass, the DEVELOPER shall make the necessary repairs. After the repairs are completed testing shall be repeated.

Sanitation (Disinfection) for Water Lines

1. With the exception of the tablet method, all pipelines shall be pressure and leak tested, flushed, and cleaned of debris and dirt prior to application of the disinfectant. Flushing shall continue until all debris and turbidity are removed. The tablet method requires the pipeline to be kept completely clean and dry during construction.

2. Methods to be used for disinfection are those detailed in ANSI/AWWA C-651-92 (water mains).

3 The DEVELOPER shall be responsible for collecting water samples from the extension and delivering them to the State Health Department Laboratory for analysis. These samplers shall pass the bacteriological test requirements of the West Virginia State Health Department.

4. In the event the pipe does not pass, the DEVELOPER shall take whatever steps are necessary to remedy the problem. After correcting the problem testing shall be repeated.

Charles Town Utility Board

Task Order No. 4
Preparation of Pump Station Design Specifications
Scope of Work

The Thrasher Group, Inc. (Thrasher) is pleased to submit this proposal to provide Engineering Services to assist the Charles Town Utility Board (CTUB) in developing new design standards and standard details for sanitary sewer lift stations that will be incorporated into the CTUB collection system.

Work Plan

Task 1 – Project Coordination and Site Visit

Objective: To better understand the any preferences for materials including pump manufactures, pipe and or joint material, electrical components, ets.

Activities:

1. On-site meeting with operational and engineering staff.
2. Discuss preferred materials/vendors and/or performance standards:
    a. Pipe materials.
    b. Pump manufacturers.
    c. Variable Frequency Drive manufacturers
    d. Telemetry requirements and preferred manufacturers
    e. Inspection policies.
    f. Testing procedures
    g. Record Drawing requirements
    h. Review fees and procedures
3. Review Record Drawings as applicable.

Thrasher Deliverables:

1. Meeting minutes
2. Basic scope of documents to review comment on.

CTUB Deliverables:

1. Provide any known or topic specific preferences.
2. List of existing lift stations and pump manufacturers

Task 2 – Develop New Design Standards for Sanitary Sewer Lift Stations

Objective: Develop new design standards for sanitary lift stations that will be in compliance with current CTUB, West Virginia Department of Health, West Virginia Department of Environmental Projection and the West Virginia Public Service Commission standards and policies.

Activities:

1. Prepare design standards manual.
    a. Submit to the CTUB engineering staff a draft manual at 50% .
    b. Face to face meeting with the CTUB operational and engineering staff to discuss the draft recommendations.
2. Prepare a final report with the recommended changes to the design standards, manuals and policies of the CTUB.

Thrasher Deliverables:

1. Draft Manual for Sanitary Sewer Lift Station Design Standards at 50%
2. Draft Manual for Sanitary Sewer Lift Station Design Standards at 90%
3. Final Manual for Sanitary Sewer Lift Station Design Standards

CTUB Deliverable:

1. Review and comment on the 50% submittal
2. Review and comment on the 90% submittal

Key Personnel

Project Manager – Douglas R Smith, PE
Project Engineer – Ashbee Sykes, PE
Staff Engineer – Scott Wright
CAD Technicians – Stephanie Starkey
Quality Control – Jonathan Carpenter, PE

Schedule

Site Visit: July 2021
Submit Draft Design Standards 50%: October 2021
Submit Draft Design Standards 90%: December 2021
Submit Final Design Standards: January 2022

Lump Sum Fee

Thrasher's fees for the detailed services will be based upon a **Lump Sum** amount of **$17,000.00**. See attached Rate Schedule for any additional services that may be requested on an hourly basis.

This Task Order is considered "Report Phase". This Task Order does not include Design Phase, Permit Phase, Bidding Phase, Construction Phase or Operational Phase activities.

Thrasher appreciates the opportunity to provide services and support for your system evaluation project and looks forward to working with you. Should you have any questions, or need any additional information, please do not hesitate to contact me at (304) 435-9184 or dsmith@thethrashergroup.com.

ENGINEER:	**CHARLES TOWN UTILITY BOARD:**
THE THRASHER GROUP, INC.	
By: _____	By: _____
Name: Daniel Ferrell, PE	Name: _____
Title: Principal Engineer	Title: Utility Board Chairman
Date: _____	Date: _____

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

MEMORANDUM TO THE BOARD OF DIRECTORS

FROM: Kristen Stolipher, Utility General Manager
SUBJECT: Utility General Manager's Report
DATE: June 9, 2021

ADMINISTRATIVE

- Customer Counts
  - Sewer 8,066 (1,979 billed by JUI)
  - Water 6,293

WATER

- Chris Hutzler awarded the AWWA West Virginia Section Perkins Boynton Award for Large Systems
- Phase II Hydrogeological ERT testing complete – GDF to present findings to the Board at June 23rd meeting
- Lead and Copper Sampling

SEWER

  - Centrisys Pilot Study scheduled for week of June 14
  - Parkview Pump Station decommissioning complete
  - Belvedere Pump Station decommissioning to begin mid-June
  - County Green and Tate Manor gravity line to begin mid-June
  - Arcadia
    - Harvest Hills Sewer Service
    - Norborne Glebe

INFORMATION

- **Capacity Improvement Fee collection: See attached.**
- **Water and Sewer Treatment Plant Flows: See attached.**
- **Smoke Testing – No current updates**

Customer Name	Location	Lot Number	CIF Date Paid	Number of Sewer EDUs	Sewer CIF Amount Paid	Number of Water EDU's	Water CIF Amount Paid
Dan Ryan Builders	Tate Manor	1-6	1/4/2021	6	$ 6,762.00	6	$ 15,456.00
Dan Ryan Builders	Briar Run	387-389, 391	1/4/2021	4	$ 12,828.00		
Dan Ryan Builders	Tate Manor	7-12	1/25/2021	6	$ 6,762.00	6	$ 15,456.00
Dan Ryan Builders	Tate Manor	13-18	1/25/2021	6	$ 6,762.00	6	$ 15,456.00
Stanley Martin	Presidents Pointe	51-56	2/12/2021	6	$ 16,512.00		
DRH	Magnolia Springs	38-41	2/17/2021	4	$ 10,304.00	4	$ 4,508.00
Dan Ryan Builders	Tate Manor	19-24	2/24/2021	6	$ 6,762.00	6	$ 15,456.00
Dan Ryan Builders	Tate Manor	25-29	2/24/2021	5	$ 5,635.00	5	$ 12,880.00
DRH	Magnolia Springs	21,23, 32-35, 42-48	3/5/2021	13	$ 33,488.00	13	$ 14,651.00
DRH	Magnolia Springs	22	3/12/2021	1	$ 1,127.00	1	$ 2,576.00
DRH	Magnolia Springs	8-10, 18-20, 24-28, 36-37, 66-70	3/17/2021	18	$ 20,286.00	18	$ 46,368.00
Rockwool	Rockwool		3/31/2021	104.7	$ 117,959.33		
R&D Investments	17 Clems Drive		4/21/2021	1	$ 3,207.00		
Salgato	West Washington Street	45	5/28/2021	1	$ 1,127.00	1	$ 2,576.00
			Total	**181.7**	$ 249,521.33	**66**	$ 145,383.00

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

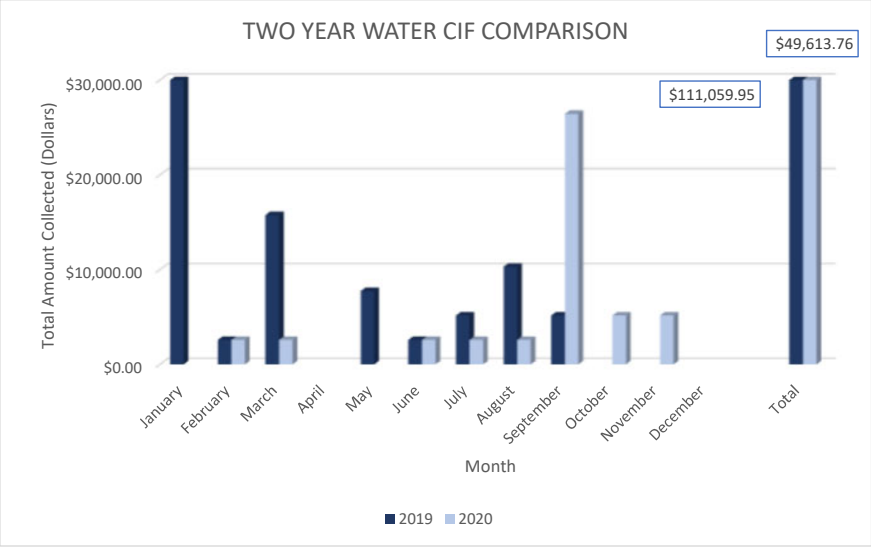
Month	Commercial	Residential	Total Number of EDU's	Total Sewer CIF Collected	CIF Paid to Ranson	Total
Jan-21		22	22	$ 33,114.00		$ 33,114.00
Feb-21		21	21	$ 39,213.00	$ 9,750.00	$ 29,463.00
Mar-21		32	136.7	$ 172,860.33		$ 172,860.33
Apr-21		1	1	$ 3,207.00		$ 3,207.00
May-21		1	1	$ 1,127.00		$ 1,127.00
Jun-21						$ -
Jul-21						$ -
Aug-21						$ -
Sep-21						$ -
Oct-21						$ -
Nov-21						$ -
Dec-21						
Total 2021	**0**	**77**	**181.7**	**$ 249,521.33**	**$ 9,750.00**	**$ 239,771.33**

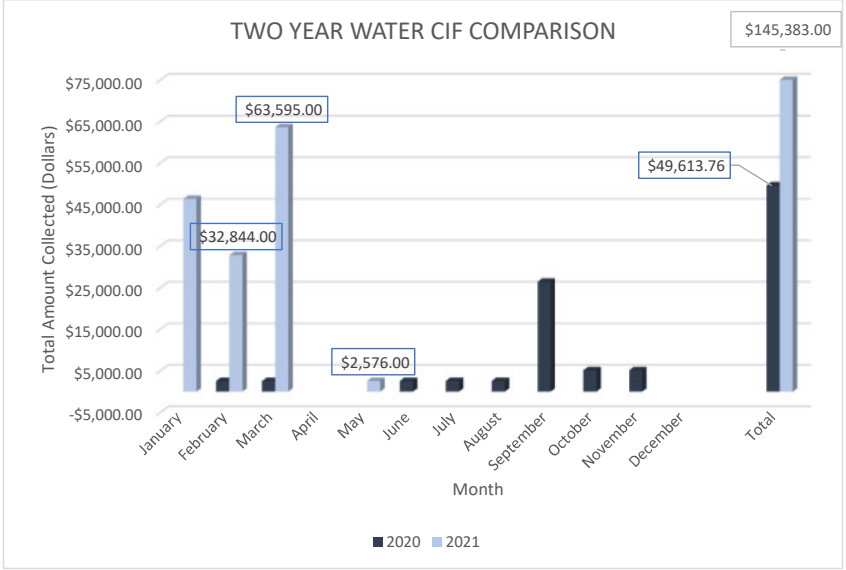
Charles Town Utility Board
2021 Capacity Improvement Fee Collections/EDU for Water

Month	Commercial	Residential	Total Number of EDU's	Total Water CIF
Jan-21		18	18	$ 46,368.00
Feb-21		15	15	$ 32,844.00
Mar-21		32	32	$ 63,595.00
Apr-21		0	0	$ -
May-21		1	1	$ 2,576.00
Jun-21				
Jul-21				
Aug-21				
Sep-21				
Oct-21				
Nov-21				
Dec-21				
Total 2021	**0**	**66**	**66**	**$ 145,383.00**

Charles Town Utility Board 2020 Capacity Improvement Fee Collections/EDU for Water				
Month	**Commercial**	**Residential**	**Total Number of EDU's**	**Total Water CIF**
Jan-20				
Feb-20		1	1	$ 2,576.00
Mar-20		1	1	$ 2,576.00
Apr-20				
May-20				
Jun-20		1	1	$ 2,576.00
Jul-20		1	1	$ 2,576.00
Aug-20		1	1	$ 2,576.00
Sep-20		10.26	10.26	$ 26,429.76
Oct-20		2	2	$ 5,152.00
Nov-20		2	2	$ 5,152.00
Dec-20				
Total 2020	**0**	**19**	**19.26**	**$ 49,613.76**

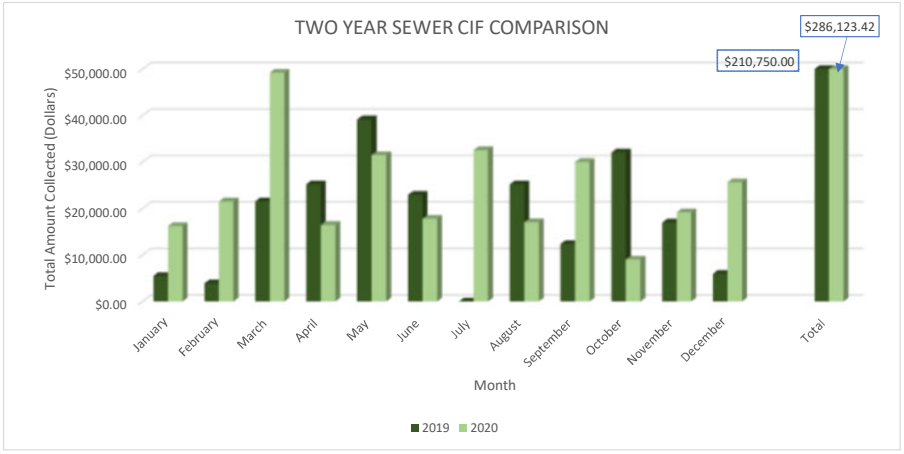
Charles Town Utility Board 2021 Capacity Improvement Fee Collections/EDU for Water				
Month	**Commercial**	**Residential**	**Total Number of EDU's**	**Total Water CIF**
Jan-21		18	18	$ 46,368.00
Feb-21		15	15	$ 32,844.00
Mar-21		32	32	$ 63,595.00
Apr-21				
May-21		1	1	$ 2,576.00
Jun-21				
Jul-21				
Aug-21				
Sep-21				
Oct-21				
Nov-21				
Dec-21				
Total 2021	**0**	**66**	**66**	**$ 145,383.00**

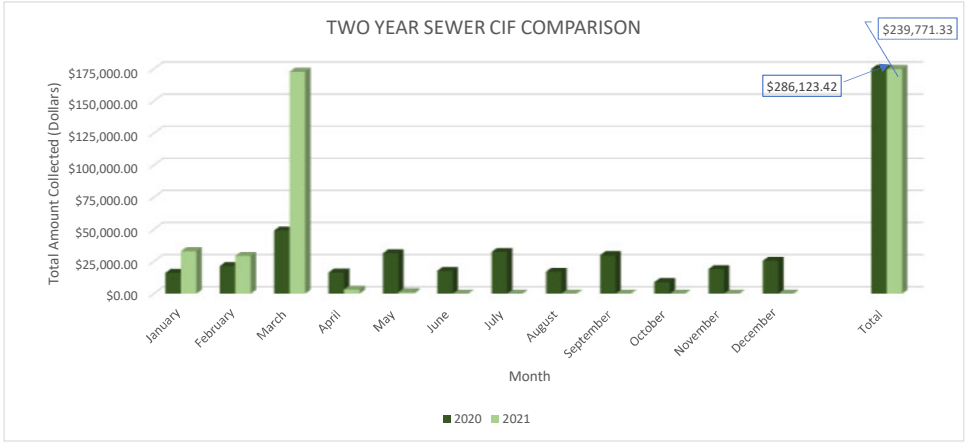




Charles Town Utility Board 2020 Capacity Improvement Fee Collections/EDU for Sewer						
Month	**Commercial**	**Residential**	**Total Number of EDU's**	**Total Sewer CIF Collected**	**CIF Paid to Ranson**	**Total**
Jan-20		7	7	$21,084.00	$4,875.00	$16,209.00
Feb-20		8	8	$24,746.00	$3,250.00	$21,496.00
Mar-20		16	16	$49,232.00		$49,232.00
Apr-20		21	21	$58,702.00	$42,250.00	$16,452.00
May-20		16	16	$44,487.00	$13,000.00	$31,487.00
Jun-20	1	6	7	$17,803.40		$17,803.40
Jul-20		11	11	$32,547.00		$ 32,547.00
Aug-20		5.31	5.31	$17,040.00		$ 17,040.00
Sep-20		19.26	19.26	$39,776.02	$9,750.00	$ 30,026.02
Oct-20		8	8	$18,766.00	$9,750.00	$ 9,016.00
Nov-20		17	17	$45,159.00	$26,000.00	$ 19,159.00
Dec-20		8	8	$25,656.00		$ 25,656.00
Total 2020	**1**	**137**	**143.57**	**$394,998.42**	**$108,875.00**	**$286,123.42**

Charles Town Utility Board 2021 Capacity Improvement Fee Collections/EDU for Sewer						
Month	**Commercial**	**Residential**	**Total Number of EDU's**	**Total Sewer CIF Collected**	**CIF Paid to Ranson**	**Total**
Jan-21		22	22	$33,114.00		$33,114.00
Feb-21		21	21	$39,213.00	$9,750.00	$29,463.00
Mar-21		32	136.7	$172,860.33		$172,860.33
Apr-21		1	1	$3,207.00		$3,207.00
May-21		1	1	$1,127.00		$1,127.00
Jun-21						$0.00
Jul-21						$ -
Aug-21						$ -
Sep-21						$ -
Oct-21						$ -
Nov-21						$ -
Dec-21						$ -
Total 2021	**0**	**77**	**181.7**	**$249,521.33**	**$9,750.00**	**$239,771.33**





CHARLES TOWN UTILITY BOARD
WATER TREATMENT PLANT FLOW DATA

CHARLES TOWN WATER PLANT FLOW DATA						
YEAR	Total Design (MGD)	TOTAL ANNUAL FLOW (MG)	AVERAGE DAILY (MGD)	Total Design minus Average Daily	Total Available (gpd)	Total Available (EDU's)
2019	2.8	644.32	1.77	1.03498	1,034,980	6,900
2020	2.8	615.64	1.68	1.12	1,117,946	7,453
2021	2.8	249.23	1.65	1.15	1,150,219	7,668

2019		
	Total	AVERAGE
JANUARY	52,264,325	1,685,946
FEBRUARY	48,901,884	1,746,496
MARCH	52,112,735	1,681,056
APRIL	51,316,538	1,710,551
MAY	56,973,829	1,837,865
JUNE	55,111,832	1,837,061
JULY	57,587,563	1,857,663
AUGUST	58,291,878	1,880,383
SEPTEMBER	53,642,580	1,788,086
OCTOBER	54,262,184	1,750,393
NOVEMBER	50,656,056	1,688,535
DECEMBER	53,202,360	1,716,205
Annual Total	644,323,764	1,765,020

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

2021		
	Total	AVERAGE
JANUARY	50,030,727	1,613,894
FEBRUARY	45,304,029	1,618,001
MARCH	50,881,983	1,641,354
APRIL	49,098,224	1,636,607
MAY	53,910,537	1,739,050
JUNE		
JULY		
AUGUST		
SEPTEMBER		
OCTOBER		
NOVEMBER		
DECEMBER		
Annual Total	249,225,500	1,649,781

GLEN HAVEN WATER PLANT FLOW DATA						
YEAR	Total Design (MGD)	TOTAL ANNUAL FLOW (MG)	AVERAGE DAILY (MGD)	Total Design minus Average Daily	Total Available (gpd)	
2020	0.0216	1.04	0.01	0.01	13,120	
2021	0.0216	1.24	0.01	0.01	13,239	-

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

2021		
	Total	AVERAGE
JANUARY	242,200	7,813
FEBRUARY	203,500	7,268
MARCH	241,800	8,636
APRIL	262,300	8,743
MAY	289,700	9,345
JUNE		
JULY		
AUGUST		
SEPTEMBER		
OCTOBER		
NOVEMBER		
DECEMBER		
Annual Total	1,239,500	8,361

CAVALAND WATER PLANT FLOW DATA						
YEAR	Total Design (MGD)	TOTAL ANNUAL FLOW (MG)	AVERAGE DAILY (MGD)	Total Design minus Average Daily	Total Available (gpd)	
2020	0.036	0.59	0.00	0.03	31,210	
2021	0.036	0.76	0.01	0.03	30,869	

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

2021		
	Total	AVERAGE
JANUARY	150,900	4,868
FEBRUARY	132,900	4,746
MARCH	145,800	5,207
APRIL	152,900	5,097
MAY	177,900	5,739
JUNE		
JULY		
AUGUST		
SEPTEMBER		
OCTOBER		
NOVEMBER		
DECEMBER		
Annual Total	760,400	5,131

CHARLES TOWN UTILITY BOARD
WASTEWATER TREATMENT PLANT FLOW DATA

CHARLES TOWN WASTEWATER PLANT FLOW DATA						
YEAR	Total Design (MGD)	TOTAL ANNUAL FLOW (MG)	AVERAGE DAILY (MGD)	Total Design minus Average Daily	Total Available (gpd)	Total Available (EDU's)
2015	1.75	384	1.05	0.7	700,000	4,667
2016	1.75	419	1.14	0.61	610,000	4,067
2017	1.75	393	1.08	0.67	670,000	4,467
2018	1.75	491	1.34	0.41	410,000	2,733
2019	1.75	459	1.26	0.49	490,000	3,267
2020	1.75	419.7	1.15	0.60	603,333	4,022
2021	1.75	172.77	1.16	0.59	586,000	3,907

TUSCAWILLA WASTEWATER PLANT FLOW DATA						
YEAR	Total Design (MGD)	TOTAL ANNUAL FLOW (MG)	AVERAGE DAILY (MGD)	Total Design minus Average Daily	Total Available (gpd)	Total Available (EDU's)
2015	0.5	48	0.13	0.37	370,000	2,467
2016	0.5	49	0.13	0.37	370,000	2,467
2017	0.5	48	0.14	0.36	360,000	2,400
2018	0.5	78	0.21	0.29	290,000	1,933
2019	0.5	55.24	0.15	0.35	350,000	2,333
2020	0.5	1.09	0.16	0.34	340,000	2,267
2021	0.5	8.08	0.066	0.434	434,000	2,893

Total EDU's available between CT and Tuscawilla	
2015	7,133
2016	6,533
2017	6,867
2018	4,667
2019	5,600
2020	6,289
2021	

2019		
	Total	AVERAGE
JANUARY	51.37	1.66
FEBRUARY	43.72	1.56
MARCH	44.32	1.43
APRIL	37.29	1.24
MAY	45.1	1.45
JUNE	33.83	1.13
JULY	39.09	1.26
AUGUST	33.33	1.08
SEPTEMBER	30.89	1.03
OCTOBER	32.86	1.06
NOVEMBER	30.65	1.02
DECEMBER	36.55	1.18
Annual Total	459	1.26

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

2021		
	Total	AVERAGE
JANUARY	35.83	1.22
FEBRUARY	32.98	1.18
MARCH	36.39	1.17
APRIL	34.33	1.18
MAY	33.24	1.07
JUNE		
JULY		
AUGUST		
SEPTEMBER		
OCTOBER		
NOVEMBER		
DECEMBER		
Annual Total	172.77	1.16

2019		
	Total	AVERAGE
JANUARY	6.25	0.2
FEBRUARY	4.98	0.18
MARCH	7.53	0.24
APRIL	5.28	0.18
MAY	7.88	0.25
JUNE	3.75	0.12
JULY	4.2	0.14
AUGUST	3.75	0.12
SEPTEMBER	3.64	0.12
OCTOBER	3.97	0.13
NOVEMBER	3.66	0.12
DECEMBER	0.35	0.01
Annual Total	55.24	0.15

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

2021		
	Total	AVERAGE
JANUARY	0.52	0.07
FEBRUARY	2.22	0.08
MARCH	4.22	0.14
APRIL	1.12	0.04
MAY	0	0
JUNE		
JULY		
AUGUST		
SEPTEMBER		
OCTOBER		
NOVEMBER		
DECEMBER		
Annual Total	8.08	0.07

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT		AMOUNT
GERALD TAYLOR CO., INC.	VAC / PUMP / TRANSPORT	WATER FUND	WATER		760.66
	SUPERVAC/ TRANSPORT	WATER FUND	WATER		537.83
	SUPERVAC/ TRANSPORT	WATER FUND	WATER		459.81
	SUPERVAC / PUMP	SEWER FUND	SEWER		1,521.48
	WW TRANSPORT	SEWER FUND	SEWER		478.95
	SUPERVAC	SEWER FUND	SEWER		1,712.89
				TOTAL:	5,471.62
THE CI THORNBURG CO, INC.	CRO 5/8" SRII TRPL 100G CN	WATER FUND	WATER		1,802.25
	CRO 5/8" SRII TRPL 100G CN	WATER FUND	WATER		1,335.00
	CHLORINE	WATER FUND	WATER		903.00
				TOTAL:	4,040.25
WIRELESS NETWORKS GROUP, INC.	MISC SVCS, MAY	WATER FUND	WATER		562.50
				TOTAL:	562.50

========== FUND TOTALS ==========

50	WATER FUND	58,965.25
60	SEWER FUND	152,628.25
	GRAND TOTAL:	211,593.50

TOTAL PAGES: 4

APPROVED BY: _____

APPROVED BY: _____

This Packet: $ 211,593.50

Security Deposit Refunds: 4,551.52

Total: $ 216,145.02

Note:

Highlighted invoices to be reimbursed by the Route 9 Sewer Project Escrow Account

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	3,027.31
PACE ANALYTICAL SERVICES, LLC	TESTING: QTRLY-WV3301905-T	WATER FUND	WATER	663.00
	TESTING: CT WEEKLY	SEWER FUND	SEWER	173.19
			TOTAL:	836.19
RAILROAD MGMT CO, IV LLC	RANSON, PIPE SWR LICNSE FE	SEWER FUND	SEWER	562.75
			TOTAL:	562.75
CORPORATION OF RANSON	MAY UB COLLECTIONS	WATER FUND	NON-DEPARTMENTAL	2,665.35
			TOTAL:	2,665.35
RK & K ENGINEERS	TO7 JETTFARM PS MODIFICATI	SEWER FUND	NON-DEPARTMENTAL	2,743.37
	TO10 JEFFRSN MMRL FRC MAIN	SEWER FUND	NON-DEPARTMENTAL	5,232.14
	TO12 FOREST AVE/FAIRFAX CR	SEWER FUND	NON-DEPARTMENTAL	276.39
	TO15 FAIRFAX XING PARALLEL	SEWER FUND	NON-DEPARTMENTAL	3,471.44
	TO16 LLYOD'S FLAT& MOOSE L	SEWER FUND	NON-DEPARTMENTAL	18,332.91
	TO17 DEVELOPMENT FACILITY	SEWER FUND	NON-DEPARTMENTAL	1,684.33
	TO13 DECOMM BELVEDERE PS	SEWER FUND	SEWER	102.80
	TO14 MNHLEVAL@EVITTS/BRWNV	SEWER FUND	SEWER	10,431.02
			TOTAL:	42,274.40
ROSS H BARE	TUSC WWTP: JCTN BOX & REWI	SEWER FUND	SEWER	800.00
	CNTRL UPGRD:SAMUEL ST PMP	SEWER FUND	SEWER	4,800.00
	SAMUEL ST PS:RPLC AUTODIAL	SEWER FUND	SEWER	715.00
			TOTAL:	6,315.00
SAFEWARE, INC	PMP PRBE, TUBING, CAL GAS	SEWER FUND	SEWER	2,484.25
			TOTAL:	2,484.25
LAW OFFICES OF HOY SHINGLETON, L.C.	ROXUL 5/5 - 5/18/21	SEWER FUND	NON-DEPARTMENTAL	195.00
	ROXUL 6/1 - 6/3/21	SEWER FUND	NON-DEPARTMENTAL	1,007.50
	GENERAL 5/12 - 5/17/21	SEWER FUND	SEWER	357.50
	SHENANDOAH JCT SWR 5/3/21	SEWER FUND	SEWER	910.00
			TOTAL:	2,470.00
SNYDER ENVIRONMENTAL SERVICES, INC	CNTRCTR AP#14 RT9 PRJCT	SEWER FUND	NON-DEPARTMENTAL	32,625.00
			TOTAL:	32,625.00
SPRINT	MONTHLY CELL SERVICE	WATER FUND	WATER	225.09
	MONTHLY CELL SERVICE	SEWER FUND	SEWER	63.31
	MONTHLY CELL SERVICE	SEWER FUND	SEWER	155.08
			TOTAL:	443.48
MICHAEL CRAIG STARLIPER	1/2EMT PANL RCPTCL GODWIN	SEWER FUND	SEWER	770.00
			TOTAL:	770.00
STEPTOE & JOHNSON PLLC	GENERAL FINANCING/REGULATO	WATER FUND	WATER	2,693.24
	ROXUL SEWER LINE EXTENSION	SEWER FUND	NON-DEPARTMENTAL	11,122.00
	GENERAL FINANCING/REGULATO	SEWER FUND	SEWER	2,693.23
	2021 SWR RATE INCREASE/PRJ	SEWER FUND	SEWER	1,000.00
			TOTAL:	17,508.47
TIMOTHY P STRANKO	GENERAL MAY 2021	SEWER FUND	SEWER	1,921.70
			TOTAL:	1,921.70

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
FIFTH THIRD BANK	PCARD 4726	WATER FUND	WATER	1,687.30
	PCARD 4726	WATER FUND	WATER	892.16
	PCARD 4726	WATER FUND	WATER	41.17
	PCARD 4726	WATER FUND	WATER	1,102.48
	PCARD 4726	WATER FUND	WATER	1,214.71
	PCARD 4726	SEWER FUND	SEWER	1,706.24
	PCARD 4726	SEWER FUND	SEWER	1,558.49
	PCARD 4726	SEWER FUND	SEWER	69.66
	PCARD 4726	SEWER FUND	SEWER	32.56
	PCARD 4726	SEWER FUND	SEWER	1,008.70
	PCARD 4726	SEWER FUND	SEWER	332.76
	PCARD 4726	SEWER FUND	SEWER	849.29
	PCARD 4726	SEWER FUND	SEWER	1,200.00
	PCARD 4726	SEWER FUND	SEWER	770.17
			TOTAL:	12,465.69
GUTTMAN ENERGY	W/E 5/23/21	WATER FUND	WATER	635.47
	W/E 5/30/21	WATER FUND	WATER	509.38
	W/E 5/23/21	SEWER FUND	SEWER	698.70
	W/E 5/30/21	SEWER FUND	SEWER	596.61
			TOTAL:	2,440.16
HACH COMPANY	HANDRAIL, SC4200C W/O PLUG	SEWER FUND	SEWER	1,449.00
	HANDRAIL	SEWER FUND	SEWER	535.00
	DB TS-LINE SC/IMMRSN, SNSR	SEWER FUND	SEWER	5,882.00
	SOLITAX SENSOR2, TS-LINE S	SEWER FUND	SEWER	5,882.00
			TOTAL:	13,748.00
HATCH ASSOCIATES CONSULTANTS, INC.	TO4 H-359787 RT 9 PRJCT	SEWER FUND	NON-DEPARTMENTAL	3,073.27
			TOTAL:	3,073.27
PROTOUCH COMMUNICATIONS, LLC	MAY SVCS: AFTER-HOURS EMER	WATER FUND	WATER	141.07
			TOTAL:	141.07
INWOOD QUARRY, INC.	I10 & I8 PICKUPS: 5/26/21	WATER FUND	WATER	534.78
			TOTAL:	534.78
IRON MOUNTAIN, INC	SHREDDING, STORAGE	WATER FUND	WATER	211.47
	SHREDDING, STORAGE	SEWER FUND	SEWER	211.47
			TOTAL:	422.94
JAMES RIVER EQUIPMENT	EQUIPMENT RENTAL	SEWER FUND	SEWER	3,200.00
			TOTAL:	3,200.00
MCKINNEY'S AUTO REPAIR	2015 CHVY COLRDO OIL RPR	WATER FUND	WATER	16.36
			TOTAL:	16.36
MICRO-TECH DESIGNS, INC.	LINE&ANTENA SWP,RPLCMNT CA	SEWER FUND	SEWER	2,663.50
	WWTP MBR PLC ENGINEERING H	SEWER FUND	SEWER	814.00
			TOTAL:	3,477.50
THOMAS NALLS	MAY TANK LOT RENT	WATER FUND	NON-DEPARTMENTAL	3,485.26
			TOTAL:	3,485.26
LOGICAL CONCEPTS, INC	CB FOR MOUNTAINEER PS	SEWER FUND	NON-DEPARTMENTAL	2,584.31
	MNTRNG MULT LFT&PMP STNS	SEWER FUND	SEWER	443.00

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
AMERIGAS	TANK RENTAL: JOB CORP	SEWER FUND	SEWER	419.49
	TANK RENTAL: SPRUCE HILL	SEWER FUND	SEWER	403.11
	TANK RENTAL: RT 9W	SEWER FUND	SEWER	110.00
	TANK RENTAL: WOODLAWN	SEWER FUND	SEWER	110.00
	TANK RENTAL: MOOSE	SEWER FUND	SEWER	110.00
	TANK RENTAL: APPLETREE	SEWER FUND	SEWER	110.00
	TANK RENTAL: CRANES LN	SEWER FUND	SEWER	110.00
	TANK RENTAL: JEFF AVE	SEWER FUND	SEWER	139.00
	TANK RENTAL: BELVEDERE	SEWER FUND	SEWER	110.00
			TOTAL:	1,621.60
CHARLES TOWN UTILITY BOARD	MAY FUNDING	WATER FUND	NON-DEPARTMENTAL	10,092.62
			TOTAL:	10,092.62
CITIBANK, N.A.	JUDGEMENT	WATER FUND	NON-DEPARTMENTAL	1,482.67
			TOTAL:	1,482.67
CITY ELECTRIC SUPPLY CO	CT PLANT ELECTRICAL WORK	SEWER FUND	SEWER	176.44
			TOTAL:	176.44
CITY NATIONAL BANK	LOCKBOX SERVICES: MAY	WATER FUND	WATER	1,591.49
	LOCKBOX SERVICES: MAY	WATER FUND	WATER	704.20
	LOCKBOX SERVICES: MAY	SEWER FUND	SEWER	1,591.49
	LOCKBOX SERVICES: MAY	SEWER FUND	SEWER	704.20
			TOTAL:	4,591.38
CITY OF CHARLES TOWN	UB COLLECTIONS - MAY	WATER FUND	NON-DEPARTMENTAL	15,276.14
	APR UTILITIES@ 661 S GEORG	WATER FUND	WATER	516.79
	JUNE RENT@ 661 S GEORGE ST	WATER FUND	WATER	1,275.00
	APR UTILITIES@ 661 S GEORG	SEWER FUND	SEWER	516.78
	JUNE RENT@ 661 S GEORGE ST	SEWER FUND	SEWER	1,275.00
			TOTAL:	18,859.71
CORE & MAIN	SETTER, REP CLP	WATER FUND	WATER	417.16
	CVR&VLV KEY, SOCKET, MTR G	WATER FUND	WATER	457.44
	SS INSERT F/CTS PE	WATER FUND	WATER	171.00
	10" PIPE SADDLE	SEWER FUND	SEWER	290.90
	BLIND FLG,FLG ACCRRFF,MS P	SEWER FUND	SEWER	258.40
			TOTAL:	1,594.90
COYNE CHEMICAL	AMMONIUM SULFATE 40%	WATER FUND	WATER	1,141.40
	CP- 837	WATER FUND	WATER	2,760.00
	CONTAINER RETURNS	SEWER FUND	SEWER	45.00-
	HYDROCHLORIC ACID 20 BE BA	SEWER FUND	SEWER	385.00
			TOTAL:	4,241.40
CUMMINS, INC	SHN #1: FULL PM SVC	SEWER FUND	SEWER	226.25
	SHN #2: FULL PM SVC	SEWER FUND	SEWER	226.25
	WENDY'S: FULL PM SVC	SEWER FUND	SEWER	290.50
			TOTAL:	743.00
DEPT OF ENVIRONMENTAL PROTECTION	WWTP LAB CERT RNWL 2021-20	SEWER FUND	SEWER	80.00
			TOTAL:	80.00
FASTENAL	BOLTS	SEWER FUND	SEWER	1,126.48
			TOTAL:	1,126.48

Charles Town Utility Board

Task Order No. 3
Review of Existing Water and Sewer Design Specifications
Scope of Work

The Thrasher Group, Inc. (Thrasher) is pleased to submit this proposal to provide Engineering Services to assist the Charles Town Utility Board (CTUB) in reviewing the existing design standards, standard details, extension policies, and capacity upgrade criteria.

Work Plan

Task 1 – Project Coordination and Site Visit

Objective: To better understand the existing design standards and the institutional preferences of the operational and engineering staff.

Activities:

1. Zoom or Teams Meeting.
2. Discuss known or wanted updates:
    a. Pipe materials.
    b. Permitting process.
    c. Inspection policies.
3. Review Record Drawings as applicable.

Thrasher Deliverables:

1. Meeting minutes
2. Basic scope of documents to review comment on.

CTUB Deliverables:

1. Provide any known or topic specific update requests.

Task 2 – Review/Evaluate Design Standards for Water and Sanitary Sewer

Objective: Determine compliance with current West Virginia Department of Health, West Virginia Department of Environmental Projection and the West Virginia Public Service Commission standards and policies.

Activities:

1. Review existing CTUB documents.
    a. Red line the existing documents for discussion with the CTUB staff on recommended changes.
    b. Face to face meeting with the CTUB operational and engineering staff to discuss the draft recommendations.
2. Prepare a final report with the recommended changes to the design standards, manuals and policies of the CTUB.

Thrasher Deliverables:

1. Draft Recommended Changes to Design Standards
2. Final Recommended Changes to Design Standards

CTUB Deliverable:

1. Prepare the Final Documents with the selected recommendations

Key Personnel

Project Manager – Douglas R Smith, PE
Project Engineer – Ashbee Sykes, PE
Staff Engineer – Scott Wright
CAD Technicians – Stephanie Starkey
Quality Control – Jonathan Carpenter, PE

Schedule

Site Visit: July 2021
Prepare Draft Recommendation Memo: August – September 2021
Prepare Final Recommendation Memo: October – 2021

Lump Sum Fee

Thrasher's fees for the detailed services will be based upon a **Lump Sum** amount of **$9,700.00**. See attached Rate Schedule for any additional services that may be requested on an hourly basis.

This Task Order is considered "Report Phase". This Task Order does not include Design Phase, Permit Phase, Bidding Phase, Construction Phase or Operational Phase activities.

Thrasher appreciates the opportunity to provide services and support for your system evaluation project and looks forward to working with you. Should you have any questions, or need any additional information, please do not hesitate to contact me at (304) 435-9184 or dsmith@thethrashergroup.com.

ENGINEER:

THE THRASHER GROUP, INC.

By: _____

Name: Daniel Ferrell, PE

Title: Principal Engineer

Date: _____

CHARLES TOWN UTILITY BOARD:

By: _____

Name: _____

Title: Utility Board Chairman

Date: _____

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

UPDATED June 3, 2021

CAPACITY IMPROVEMENT FEE ANALYSIS SCHEDULE

In addition to rate equalization of the water and sewer billing rates (post consolidation), there are several items in the water and sewer tariffs that need to be addressed by CTUB. Specifically, there have been questions about the Capacity Improvement Fee (CIF) calculation assessments as well as the charges of the CIF's.

There are several steps that need to be taken to address the questions on the CIF's. An updated forecast and timeline for each item can be found below:

Spring 2021 - Complete Sewer Model and evaluate recommendations
IN PROGRESS. SEWER MODEL COMPLETE. EVALUATION OF PROJECTS IN FACILITY PLAN.
Spring/Summer 2021 - Initiate 10-year Capital Improvement plan and incorporate.
ON SCHEDULE, SUMMER 2021.
Summer/Fall 2021- Complete all items on Attachment C (included in Board Packet)
AHEAD OF SCHEDULE – SEWER ITEMS PROVIDED TO DEWBERRY IN MAY 2021. WATER TO FOLLOW.
Winter 2021-2022- Dewberry to initiate and complete Capacity Fee Evaluation
AHEAD OF SCHEDULE – DEWBERRY CURRENTLY EVALUATING SEWER CIF AND WATER TO FOLLOW.
Spring 2022- City Council review/adoption of recommended changes to CIF's
ON SCHEDULE.

The Capacity Fee Evaluation by Dewberry will produce recommendations for residential, commercial and industrial CIF's.

In addition to the above items, the CTUB Board of Directors should provide guidance on the CIF calculation assessments detailed in Schedule II of the CTUB Sewer Tariff.