CHARLES TOWN UTILITY BOARD
AGENDA

WEDNESDAY, OCTOBER 7, 2026

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

CALL TO ORDER

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

   The public is invited to attend this meeting in person or via webcast at the following link:

   Meeting Agendas & Minutes 2026 - Charles Town Utility Board

   Members of the public attending virtually who wish to offer public comment must sign up in advance by contacting General Manager Paul Mantello at pmantello@ctubwv.com or 304-725-2316.

2. **UNFINISHED BUSINESS**
   a. Summit Point Regional Utility Corridor Initiative
   i. Potesta Proposal for Phase I (South Jefferson Elementary School) - Review & Consideration
   Proposal for Phase I-South Jefferson Elementary School (26-0107).pdf
   ii. Draft Revision for CTUB Request for Scope, Schedule, & Fee Proposal (Phase V - Community Concerns, Mitigation, Public Benefits, & Engagement) - Review & Discussion
   Request for Scope, Schedule, & Fee Proposal to Potesta (DRAFT) V2.pdf
   b. Update on WV PSC Cases - Executive Session under the provision of W. Va. Code §6-9a-4(b)(12) - To discuss any matter which, by express provision of federal law or state statute or rule of court is rendered confidential, or which is not considered a public record within the meaning of the freedom of information act as set forth in article one, chapter twenty-nine-b of the code.

3. **NEW BUSINESS**
   a. Legal Issues related to Former General Manager, Kristen Stolipher - Executive Session under the provision of W. Va. Code § 6-9A-4(b)(12)

may be considered for the purpose of receiving attorney-client privileged legal advice.

b. Draft Potomac Metals Sewer Service Installation, Maintenance, & Ownership Agreement - Review & Consideration
Potomac Metals Sewer Service Agreement & Exhibits (DRAFT) V2.pdf
Potomac Metals Sewer Cost Estimate 09.22.26.pdf
JCHD Letter to Connect to Public.pdf

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

d. Proposal for Professional Accounting Services
CTUB 2026 Accounting Services Proposal.pdf

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

4. **APPROVAL OF BILLS**
   a. October 7, 2026
   Board Report 10.07.26.pdf

5. **INFORMATION ONLY**
   a. Next Meeting - October 14, 2026 at 4:00 P.M.

6. **ADJOURNMENT**

CHARLES TOWN UTILITY BOARD

Wednesday, October 7, 2026

Special Meeting

661 South George Street
Charles Town, WV 25414

Summit Point Regional Utility Corridor Initiative

CHARLES TOWN UTILITY BOARD

Wednesday, October 7, 2026

Special Meeting

661 South George Street
Charles Town, WV 25414

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

Attachments:

Proposal for Phase I-South Jefferson Elementary School (26-0107).pdf

VIA EMAIL AND HAND DELIVERED

September 23, 2026

Mr. Paul Mantello
Utility General Manager
Charles Town Utility Board
661 S. George Street, Suite 101
Charles Town, West Virginia 25414

Re: Proposal for Professional Engineering Services
Phase I - South Jefferson Elementary School
Summit Point Regional Utility Corridor Initiative
Project No. 0103-26-0107

Dear Mr. Mantello:

Potesta & Associates, Inc. (POTESTA) extends our thanks to you and the Charles Town Utility Board (CTUB) for selecting POTESTA to submit a proposal for engineering services for the Summit Point Regional Utility Corridor Initiative (SPRUCI). This proposal is in response to your Request for Proposal Summit Point Regional Utility Corridor Initiative dated August 31, 2026, and conversations with Messrs. Dana Burns and Joe Knechtel.

INTRODUCTION

The SPRUCI describes a multi-phased project with multiple alternatives for extending utilities to potential new customers in the Charles Town area. The project and subsequent proposal will include engineering services for the following facets:

- Extension of water and wastewater services to the South Jefferson Elementary School. Phase I of the SPRUCI will include Preliminary Engineering Reports (PERs) and initial applications for the West Virginia state revolving funds for each. This phase includes a detailed evaluation of the existing water treatment and distribution system along with the wastewater treatment and collection system.
- Extension of water and wastewater services to the Summit Point Motor Park and its associated businesses. Evaluation of on-site alternatives will be made.
- Extension of water, wastewater, and reclaimed water services to a potential data center just north of the motor park.

- Alternative analyses for future expansion of the CTUB water, wastewater, and reclaimed water services:
  - Full regional corridor to include a potential data center.
  - Package plants for wastewater and water treatment at the Summit Point Motorsports Park. This alternative will include an evaluation of closed loop and hybrid closed loop/evaporative systems for cooling at the proposed data center.
  - Extending CTUB services to the South Jefferson Elementary School and decentralized treatment at the Summit Point Motorsports Park, but no data center.
  - Extending CTUB services to the South Jefferson Elementary School and Summit Point Motorsports Park, but no data center.
- Evaluation of the alternatives and a recommended long-term plan for CTUB in the corridor. The evaluation will be driven by CTUB criteria:
  - Affordability & Financial Sustainability – Top Priority
  - "Growth Pays for Growth" – Top Priority
  - Maximizing Public Value – Top Priority
  - Opportunity Readiness & Flexibility – High Priority
  - Projected Growth and Demand – High Priority
  - Environmental Responsibility - High Priority
  - Implementation Risk & Constructability – High Priority
  - Regional & Intergenerational Value – High Priority
  - Expected deliverable – Alternative evaluation matrix and recommendation.
- PER to support funding applications and serve as a decision document.
- Grant research, funding strategy, and acquisition assistance.
- Implementation map and phasing plan.
- Stakeholder, agency, and funding coordination.

PHASE I SCOPE OF SERVICES

Due to funding deadline time constraints, POTESTA recommended to CTUB that we submit a proposal for the Phase I portion of the SPRUCI then follow with a second proposal for the remaining phases. The proposal for the remaining phases will be submitted to CTUB on or before October 14, 2026.

POTESTA will provide engineering services to CTUB to complete Phase I of the SPRUCI. Phase I will be the preparation, submittal, and follow-up of PER and funding applications as follows:

- POTESTA will prepare a PER for a waterline extension from the end of the existing waterline on Summit Point Road where it enters the Tuscawilla Locust Hill development to the South Jefferson Elementary School. The PER will contemplate installation that will include service connections to residences and commercial properties who have signed water user agreements and can be served directly from the new main.

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

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

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

COST AND SCHEDULES

POTESTA's lump sum cost to prepare, submit, and follow-up on the waterline extension PER and submit the PPL application for DWTRF funding for the waterline extension is **$67,500**.

POTESTA's lump sum cost to prepare, submit, and follow-up on the wastewater collection system extension PER and submit the PPL application for CWSRF funding for the wastewater collection system extension is **$82,500**.

The schedules for the tasks of Phase I are provided in **Attachment A** and include:

- Waterline extension
- PPL application for waterline extension

- Wastewater collection system extension
- PPL application for wastewater collection system extension

POTESTA's services are offered in accordance with the attached standard terms and conditions which are part of this proposal (**Attachment B**). A copy of our rate schedule is also attached. Please indicate your acceptance of this proposal by signing this letter below and returning it to POTESTA.

We will invoice monthly on a percent completion basis. Please complete the invoice routing information below to include the name and address to whom the invoice should be sent and any individuals that should receive copies.

CLOSING

POTESTA looks forward to providing services to CTUB on this project. The POTESTA team has extensive experience and the working knowledge of the different facets of the various funding and construction considerations involved.

If you have questions please feel free to contact me at kjknecthel@potesta.com or 540-247-2950 or Project Engineer, David Altizer at daltizer@potesta.com or 304-673-4915.

Again, thank you for your consideration.

Respectfully,

POTESTA & ASSOCIATES, INC.

K. Joe Knechtel, PE
Branch Manager

KJK:DA/mh

Attachments

AUTHORIZATION (Signature Required to Proceed)	
_____	_____
Signature	**Date**

Project No. 0103-26-0107

POTESTA Invoice Routing Information (Client to Complete)	
Name:	Title:
Mailing Address:	
Telephone:	Email:
Copies to:	
☐ Check here if invoice addressee/address is same as proposal.	

Project No. 0103-26-0107

ATTACHMENT A

Charles Town Utility Board
Summit Point Regional Utility Corridor Initiative
Preliminary Engineering Report

Phase I - Water				
Activity	**Start Date**	**Completion Date**	**Comments**	**Responsible Party**
Kickoff meeting	2nd week of October 2026	2nd week of October 2026	Objectives, schedule, decision points, communication protocols	CTUB/POTESTA
Research	Last week of September 2026	1st week of November 2026	Existing system data, school water usage, general data for PERll, ROW needs determination	CTUB/POTESTA
Layout and alternative evaluations	2nd week of October 2026	2nd week of November 2026	Initial layouts, evaluate alternatives, determine recommendation for alternative	POTESTA
Draft project schedule	2nd week of November 2026	Last week of November 2026	From PER submittal to final completion	POTESTA
Cost projections	2nd week of November 2026	2nd week of December 2026	Cost projections for all alternatives	POTESTA
Determine proposed project funding	2nd week of December 2026	1st week of January 2027	Requires interaction with funding agencies and Region 9	POTESTA
Create documents for PER	2nd week of January 2027	2nd week of January 2027	Introd, Current & Future Situations, Alternatives, Environmental, Public Health, PSC and 5G Compliance, Eng Summary, Maps	POTESTA
Compile prepare PER for final submittal	3rd week of January 2027	1st week of February 2027	Includes internal review	POTESTA
Client review of PER	1st week of February 2027	2nd week of February 2027	CTUB and POTESTA will designate representatives so they can communicate via e-mail or telephone during this step	CTUB
Submit Engineering PER to WVIJDC	2/10/27	2/10/27	February 2027 deadline for PER submittals that month	POTESTA

Phase I - Sewer				
Activity	**Start Date**	**Completion Date**	**Comments**	**Responsible Party**
Kickoff meeting	2nd week of October 2026	2nd week of October 2026	Objectives, schedule, decision points, communication protocols	CTUB/POTESTA
Research	Last week of September 2026	1st week of November 2026	Existing system data, school water usage, general data for PERll, ROW needs determination	CTUB/POTESTA
Layout and alternative evaluations	2nd week of October 2026	2nd week of November 2026	Initial layouts, evaluate alternatives, determine recommendation for alternative	POTESTA
Draft project schedule	2nd week of November 2026	Last week of November 2026	From PER submittal to final completion	POTESTA
Cost projections	2nd week of November 2026	2nd week of December 2026	Cost projections for all alternatives	POTESTA
Determine proposed project funding	2nd week of December 2026	1st week of January 2027	Requires interaction with funding agencies and Region 9	POTESTA
Create documents for PER	2nd week of January 2027	2nd week of January 2027	Introd, Current & Future Situations, Alternatives, Environmental, Public Health, PSC and 5G Compliance, Eng Summary, Maps	POTESTA
Compile prepare PER for final submittal	3rd week of January 2027	1st week of February 2027	Includes internal review	POTESTA
Client review of PER	1st week of February 2027	2nd week of February 2027	CTUB and POTESTA will designate representatives so they can communicate via e-mail or telephone during this step	CTUB
Submit Engineering PER to WVIJDC	2/10/27	2/10/27	February 2027 deadline for PER submittals that month	POTESTA

Charles Town Utility Board
Summit Point Regional Utility Corridor Initiative
Funding Application - CWSRF

Phase I - Water				
Activity	**Start Date**	**Completion Date**	**Comments**	**Responsible Party**
Kickoff meeting	2nd week of October 2026	2nd week of October 2026	Objectives, schedule, decision points, communication protocols	CTUB/POTESTA
Obtain system data	Last week of September 2026	2nd week of October 2026	Current volumes, excess capacity, water, sewer, reclaimed water, GIS, financial (planning and capital improvement)	CTUB/POTESTA
Capital cost projections	2nd week of November 2026	4th week of November 2026	Alternative 1 only	POTESTA
Determine proposed project funding	2nd week of December 2026	1st week of January 2027	Requires interaction with funding agencies and Region 9	POTESTA
Submit Project Priority List application to WVDEP	1st week of February 2027	2/26/27	Required before DWTRF funding will be considered	POTESTA

Phase I - Sewer				
Activity	**Start Date**	**Completion Date**	**Comments**	**Responsible Party**
Kickoff meeting	2nd week of October 2026	2nd week of October 2026	Objectives, schedule, decision points, communication protocols	CTUB/POTESTA
Obtain system data	Last week of September 2026	2nd week of October 2026	Current volumes, excess capacity, water, sewer, reclaimed water, GIS, financial (planning and capital improvement)	CTUB/POTESTA
Capital cost projections	2nd week of November 2026	4th week of November 2026	Alternative 1 only	POTESTA
Determine proposed project funding	2nd week of December 2026	1st week of January 2027	Requires interaction with funding agencies and Region 9	POTESTA
Submit Project Priority List application to WVDEP	1st week of January 2027	1/29/27	Required before CWSRF funding will be considered	POTESTA

ATTACHMENT B

STANDARD TERMS AND CONDITIONS

1. Potesta & Associates, Inc., hereinafter referred to as POTESTA, is an Equal Opportunity Employer and is in compliance with the Drug-Free Workplace Act of 1988 and governmental requirements relating to Right-To-Know regulations. The engineering and consulting services of POTESTA will be performed on an hourly basis for all time rendered to the project, unless the project is quoted for a lump sum, including project scoping by professional, technical, and clerical personnel in accordance with the attached hourly rate schedule. All invoice charges are based on and are payable in U.S. dollars.

2. Services performed by POTESTA under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise.

3. Unless stated otherwise, any cost estimate presented in the attached proposal is for budgetary purposes only and is not a fixed lump-sum price. The actual cost of POTESTA's engineering and consulting services and all expenses may be less than that estimated; accordingly, only the cost incurred will be invoiced. If at any time during the progress of the work it appears that the estimated cost will be exceeded, Client will be informed immediately. However, unless written notification is received to stop work, POTESTA will continue working on the project to completion and will invoice Client for all engineering and consulting services and expenses incurred.

4. These terms are subject to and incorporate the provisions of POTESTA's attached proposal. In the event of any conflict, the terms of the accompanying proposal shall govern.

5. Invoices will be submitted periodically as required (but not more frequently than every two (2) weeks) unless charges for such periods are minimal, in which event an invoice will be submitted when total charges exceed $500.00, or when the work is completed, whichever occurs first. Invoices are due and payable within 30 days from the date of invoice. All delinquent charges are subject to a service charge of 1½ percent per month or a fraction thereof. Should Client fail to pay any invoice within 45 days of its date, POTESTA may, upon 3 days' written notice to Client, stop work and recover from Client payment for all work executed. ***Clients requiring specific invoice formats or accounting backup (copies of timesheets, copies of receipts or invoice support data, etc.) will be invoiced for those associated costs; these costs are not included in our proposal and will be invoiced in addition to the approved proposal costs.***

6. Client agrees to limit POTESTA's liability to Client and to all construction contractors and subcontractors on the project due to POTESTA's professional negligent acts, errors, or

omissions, such that the ***total aggregate liability of POTESTA to all those named shall not exceed $50,000 or POTESTA's total fee*** for all expenses and services rendered on this project, whichever is greater.

7. POTESTA shall indemnify and hold harmless the Client, its officers, directors, shareholders and employees (collectively, "Client Indemnities"), from and against those liabilities, losses, damages, and costs (including reasonable attorney's fees where recoverable by law) that Client is legally obligated to pay as a result of third party claims, to the extent caused by the intentional or negligent act, error, or omission of POTESTA or anyone for whom POTESTA is legally responsible, subject to any limitations of liability contained in this Agreement.

   Client shall indemnify and hold harmless POTESTA, its officers, directors, shareholders and employees (collectively, "Client Indemnities"), from and against those liabilities, losses, damages, and costs (including reasonable attorney's fees where recoverable by law) that POTESTA is legally obligated to pay as a result of third party claims, to the extent caused by the intentional or negligent act, error, or omission of the Client or anyone for whom the Client is legally responsible, subject to any limitations of liability contained in this Agreement.

8. Time required for POTESTA personnel to travel between POTESTA's office and the site (or other destination applicable to the project) is charged in accordance with the attached hourly rate schedule.

9. POTESTA expenses shall be charged according to the attached Field Supply and Equipment Rate Sheet. External expenses, such as airfare, subcontracted services, etc., shall be charged at direct cost (including taxes) plus a twelve percent (12%) surcharge to the project. A per diem (daily food allowance) of $44.00 per day will be charged for all personnel required by the work to remain away from their normal residence. For those working out of the office area, but not spending the night, an allowance for lunch ($15.00 maximum) and, if arriving back after 7:30 p.m., for dinner ($25.00 maximum) may be charged. Lodging will be charged at $140.00/night, except in limited availability areas where it will be charged at direct cost plus a twelve percent (12%) surcharge.

10. Specialized equipment purchased with Client's approval specifically for the project will become Client's property upon completion of the work. The purchase price and maintenance cost of such equipment shall be charged to Client at cost plus twelve percent (12%).

11. Client acknowledges that POTESTA's reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, permit applications and other similar documents are instruments of professional service, not products. Although ownership of such documents normally is retained by POTESTA, they nonetheless shall, in this instance,

become the property of Client upon Client's payment in full of all POTESTA invoices. Client recognizes that no such documents should be subject to unauthorized reuse; that is, reuse without written authorization of POTESTA to do so. Such authorization is essential because it requires POTESTA to evaluate the documents' applicability given new circumstances, not the least of which is passage of time. Accordingly, in return for POTESTA's relinquishment of ownership, Client agrees to waive any claim against POTESTA and defend, indemnify and hold POTESTA harmless from any claim or liability for injury or loss allegedly arising from unauthorized reuse of POTESTA's instruments of service. Client further agrees to compensate POTESTA for any time spent or expenses incurred by POTESTA in defense of any such claim, in accordance with POTESTA's prevailing fee schedule and expense reimbursement policy. Client agrees that POTESTA may retain one set of documents for their files and use.

12. Client recognizes that conclusions regarding the assessed condition(s) of the site do not necessarily represent a warranty that all portions of the site are of the same quality. Specific conditions may not be observable or readily interpreted from available documents, but may become evident at a later date. POTESTA will be responsible for data it collects, its interpretations and recommendations, but shall not be responsible for the interpretation by others of the information developed. The Client recognizes that subsurface conditions beneath the Project site may vary from those encountered in borings, surveys or explorations and the information and recommendations developed by POTESTA are based solely on the information available from such borings, surveys and explorations.

13. Client recognizes that unanticipated or changed conditions may be encountered during construction. Client agrees to retain POTESTA to observe construction, and POTESTA agrees to assign qualified persons to observe and report on the quality of work performed by contractors, et al. Client recognizes that construction observation is a technique employed to minimize the risk of problems arising during construction. Provision of construction observation by POTESTA is not insurance, nor does it constitute a warranty or guarantee of any type. In all cases, contractors, et al. shall retain responsibility for the quality of their work and for adhering to plans and specifications. Should Client for any reason not retain POTESTA to observe construction, or should Client unduly restrict POTESTA's assignment of personnel to observe construction, or should POTESTA for any reason not perform construction observation during the full period of construction, it shall be deemed that POTESTA shall not have had the ability to perform a complete service. Should POTESTA for any reason not have the ability to perform a complete service, Client waives any claim against POTESTA, and agrees to indemnify, defend and hold POTESTA harmless from any claim or liability for injury or loss arising from problems during construction that allegedly result from findings, conclusions, recommendations, plans or specifications developed by POTESTA. Client also agrees to compensate POTESTA for any time spent and expenses incurred by POTESTA in defense of any such claim, with such compensation to be based upon POTESTA's prevailing fee schedule and expense reimbursement policy.

14. The responsibility of POTESTA's field representative(s) is to make observations and conduct field tests. This work does not include supervision or direction of the work of the contractor, his employees, or agents. The contractor should be so advised. The contractor should also be advised that neither the presence of POTESTA's field representative nor the observation and testing by POTESTA shall excuse him in any way for defects discovered in his work. Any review and/or observation of the contractor's performance by POTESTA does not include the contractor's safety measures on or near the construction site. The contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during performance of the work. Additionally, POTESTA assumes no responsibility for construction means, methods, sequences, etc. in connection with the construction of the project. This requirement will apply continuously and not be limited to normal working hours. Unless specifically stated in POTESTA's proposal, construction review and/or observation is not included in the scope of services. As indicated in Item 13 above, POTESTA should be allowed to perform construction observation services; a separate proposal will be prepared after construction documents are available.

15. Soil, rock, water and/or other samples obtained from the project site are the property of Client. POTESTA will preserve such samples for no longer than ninety (90) calendar days after the issuance of any document that includes the data obtained from them, unless other arrangements are mutually agreed upon in writing. Further storage or transfer of samples will be made at Client's expense. Should any of these samples be contaminated by hazardous substances or suspected hazardous substances, it is Client's responsibility to select and arrange for lawful disposal procedures, that is, procedures which encompass removing the contaminated samples from POTESTA's custody and transporting them to a disposal site. Client is advised that, in all cases, prudence and good judgment should be applied in selecting and arranging for lawful disposal procedures. Due to the risks to which POTESTA is exposed, Client agrees to waive any claim against POTESTA, and to defend, indemnify and hold POTESTA harmless from any claim or liability for injury or loss arising from POTESTA's containing, labeling, transporting, testing, storing or other handling of contaminated samples. Client also agrees to compensate POTESTA for any time spent and expenses incurred by POTESTA in defense of any such claim, with such compensation to be based upon POTESTA's prevailing fee schedule and expense reimbursement policy.

16. Unless otherwise agreed, Client or Owner will furnish right-of-entry on the land and/or facilities for POTESTA to make the planned borings and other explorations and perform necessary sampling. POTESTA will take reasonable precautions to minimize damage to said land or facilities from use of POTESTA's equipment and operations. If Client or Owner desires POTESTA to restore the land or facilities to their former condition, this will be accomplished at the expense of the Client or Owner.

17. In the execution of Client's work, POTESTA will take reasonable precautions to avoid damage or injury to subterranean structures or utilities. The Client and Owner agree to hold POTESTA harmless for any damages to subterranean structures or utilities which are not called to POTESTA's attention, or are not correctly shown on the plans furnished.

18. Client agrees to advise POTESTA about the presence of any known hazardous substances or any known condition(s) existing in, on, or near the site presenting a potential danger to human health or the environment. If during performance of services, any unforeseen hazardous substances or other unforeseen conditions or occurrences, in, on, or near the site presenting a potential danger to human health or the environment are encountered which, in the judgment of POTESTA, significantly affect or may affect the services or the recommended scope of services, POTESTA will promptly notify Client thereof. Subsequent to that notification, Client and POTESTA agree to pursue one of the following options:

    a. If practicable, in the judgment of POTESTA, the original scope of services will be completed in accordance with the procedures originally intended in POTESTA's proposal for services.

    b. The scope of services will be modified and the estimate of charges revised to include study of the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated therein.

    c. The services for the work in POTESTA's proposal will be terminated, effective on the date specified in writing by POTESTA, and POTESTA shall recover any extra charges associated with the previously unforeseen conditions or occurrences, as well as any charges up to such date for the originally proposed services.

19. Neither the Client nor POTESTA may delegate, assign, sublet or transfer their duties or interest, as described in the Standard Terms and Conditions and accompanying proposal, without the written consent of the other party. Unless stated otherwise, POTESTA's proposal is firm for 90 days.

20. In the event that a dispute should arise relating to the performance of the services to be provided under the Standard Terms and Conditions and the proposal, it is agreed that the dispute shall be mediated. Should mediation fail and litigation result, it is agreed that the prevailing party shall be entitled to recover all reasonable costs incurred in the defense of the claim, including staff time, court costs, attorney's fees, and other claim-related expenses. Neither party will look to or make a claim against the principals or employees of the other.

21. The law of the State of West Virginia will govern the validity of this Agreement, its interpretation and performance, and remedies for contract breach or any other claims

related to this Agreement. All legal proceedings shall be filed in Kanawha County, West Virginia.

22. POTESTA may submit to Client an opinion of the probable cost required to construct work. POTESTA is not a construction cost estimator or construction contractor, nor should POTESTA's rendering an opinion of probable construction costs be considered equivalent to the nature and extent of service a construction cost estimator or construction contractor would provide. POTESTA's opinion will be based solely upon their own experience with construction. This requires POTESTA to make a number of assumptions as to actual conditions that will be encountered on site; the specific decisions of other design professionals; the means and methods of construction the contractor will employ; the cost and extent of labor, equipment and materials the contractor will employ; contractor's techniques in determining prices and market conditions at the time, and other factors over which POTESTA has no control. Given the assumptions which must be made, POTESTA cannot guarantee the accuracy of their opinions of cost, and—in recognition of that fact—Client waives any claim against POTESTA relative to the accuracy of POTESTA's opinion of probable cost.

23. Client or POTESTA may terminate this Agreement upon fourteen (14) days' written notice to the other for reasons included in the notice. In the event such termination becomes necessary, the party effecting termination shall so notify the other party in writing, and termination will become effective fourteen (14) calendar days after receipt of the termination notice. Irrespective of which party shall effect termination or the cause therefore, Client shall within thirty (30) calendar days of termination remunerate POTESTA for services rendered and costs incurred, in accordance with POTESTA's prevailing fee schedule and expense reimbursement policy. Services shall include those rendered up to the time of termination, as well as those associated with termination itself, such as demobilizing, modifying schedules, reassigning personnel, and so on. Costs shall include those incurred up to the time of termination, as well as those associated with termination and post-termination activities, such as demobilization, decontaminating and/or disposing of equipment, disposal and replacement of contaminated consumables, and so on.

24. Client shall not be liable to POTESTA and POTESTA shall not be liable to Client for any consequential damages incurred by either due to the fault of the other, regardless of the nature of this fault, or whether it was committed by the Client or POTESTA, their employees, agents or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

25. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between Client and POTESTA shall survive the completion of the services hereunder and the termination of this Agreement.

26. POTESTA shall indicate to Client the information needed for rendering of services hereunder, and Client shall provide to POTESTA such information as is available to Client. Client recognizes that it is not possible for POTESTA to assure the sufficiency of such information, either because it is not possible to do so, or because of errors or omissions which may have occurred in assembling the information. Accordingly, Client waives any claim against POTESTA, and agrees to defend, indemnify and hold POTESTA harmless from any claim or liability for injury or loss allegedly arising from errors, omissions, or inaccuracies in documents or other information provided to POTESTA by Client. Further, Client agrees to compensate POTESTA for any time spent or expenses incurred by POTESTA in defense of any such claim, with such compensation to be based upon POTESTA's prevailing fee schedule and expense reimbursement policy.

27. This Agreement shall not create any rights or benefits to parties other than Client or POTESTA. No third-party shall have the right to rely on POTESTA's opinions rendered in connection with POTESTA's services without POTESTA's written consent and the third-party's agreement to be bound to the same terms and conditions as Client.

28. If, for any reason, any one or more of the provisions contained in this Agreement are held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision herein, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

29. For engagements that we accept for other than regular clients, our normal practice is to require a retainer or security deposit in advance of our performing any significant services. On occasion, such a deposit is required at a later time due to payment irregularities. The engagement letter will state whether an advance has been required before undertaking a particular representation.

30. POTESTA will not have any obligation to issue a report or other document, or communicate our research, analyses, or conclusions, and will not have any obligation to appear for or provide written or oral testimony or evidence at trial, deposition or elsewhere, until Client's account is paid in full. POTESTA will have no liability to the Client, or any other person, by reason of not issuing a report, appearing for, and/or providing testimony or other evidence because of the Client's failure to pay all amounts due POTESTA, and the Client agrees to indemnify POTESTA against any such liability.

31. **CERTIFICATIONS**

31.1 For purposes of this Agreement, "certification" means to state or declare a professional opinion based on the standard of performance set forth in Item 2 above.

31.2 POTESTA shall not be required to execute certificates that would (i) result in POTESTA having to certify, guarantee or warrant the existence of conditions whose existence POTESTA cannot reasonably ascertain under the existing Services; (ii) require knowledge, services or responsibilities beyond the Services; or (iii) require POTESTA to make a certification that would exceed what may reasonably be expected from firms of similar experience and expertise providing services of a similar nature. In addition, Client agrees not to make resolution of any dispute with POTESTA or payment of any amount due to POTESTA in any way contingent upon POTESTA executing such certificate.

31.3 A professional's certification in no way relieves other parties from meeting their respective requirements imposed by contract or other means, including commonly accepted industry standards and practices. If required as a part of its Services, POTESTA will provide a written report stating whether, in POTESTA's professional opinion and based on periodic site visits, the construction work complies generally with the Contract Documents.

POTESTA & ASSOCIATES, INC.

2026 RATE SCHEDULE

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

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

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

Rev. 1/2/2026

POTESTA & ASSOCIATES, INC.
FIELD EQUIPMENT RENTAL RATE SHEET

Description	Rate		
	Per Unit	Day	Week[1]
1-Point Proctor Kit	N/A	$20.00	$75.00
12' Motorized Boat (includes fuel)	N/A	$300.00	$700.00
16' Motorized Boat (includes fuel)	N/A	$500.00	$2,000.00
22"x34" and 24"x36" Black and White Plots	$2.50	N/A	N/A
22"x34" and 24"x36" Color Plots	$10.00	N/A	N/A
30"x42" Black and White Plots	$3.50	N/A	N/A
30"x42" Color Plots	$12.00	N/A	N/A
4-Gas Meter	N/A	$85.00	$275.00
Air Meter (Concrete)	N/A	$25.00	N/A
Air Purifying Respirator with Cartridges	N/A	$25.00	N/A
Automated Composite Sampler	N/A	$95.00	$350.00
Bladder Pump with Controller and Compressor	N/A	$200.00	$800.00
Bomb Water Sampler	N/A	$25.00	$75.00
Chlorine Meter	N/A	$25.00	$75.00
Company Vehicles - Car (includes fuel)	N/A	$155.00	$620.00
Company Vehicles - Truck/Van/SUV (includes fuel)	N/A	$175.00	$765.00
Company Vehicles - Truck/Van/SUV (includes fuel) with Trailer	N/A	$205.00	$1,025.00
Cone Penetrometer	N/A	$125.00	N/A
CORMIX/CorHyd Software Utilization (per run)	$300.00	N/A	N/A
Depth and Velocity Flow Meter	N/A	$80.00	N/A
Electro Fishing Equipment	N/A	$100.00	$350.00
Field Data Interface Unit (for Data Loggers)	N/A	$50.00	N/A
Flow Cell for Water Quality Meter	N/A	$20.00	$50.00
Generator	N/A	$30.00	$120.00
Hand Auger	N/A	$10.00	$30.00
Handheld GPS	N/A	$30.00	N/A
Inclinometer	N/A	$500.00	N/A
Interface Probe	N/A	$55.00	$120.00
Internal Color Copies	$1.00	N/A	N/A
Kemmerer Water Sampler	N/A	$25.00	$75.00
Laser Range Finder	N/A	$20.00	N/A
Level Loggers	N/A	$50.00	$200.00
Level Loggers (Reader)	N/A	$50.00	N/A
Lodging	N/A	$140.00	N/A
Low-Flow DC Purge Pump with Controller	N/A	$75.00	$300.00
Manual Direct-Push Sampler	N/A	$50.00	$200.00
Nets/Aquatic Samplers/Miscellaneous Equipment	N/A	$50.00	$150.00
Nuclear Gauge	N/A	$150.00	$350.00
Opacity Kit	N/A	$10.00	N/A

Description	Rate		
	Per Unit	Day	Week[1]
Other	Cost + 12%	Cost + 12%	N/A
Other Boat Rental	Cost + 12%	Cost + 12%	Cost + 12%
Ponar Sampler	N/A	$25.00	$75.00
PH/Temperature/Conductivity Meter	N/A	$75.00	$250.00
pH/Temperature/Conductivity Meter/DO/ORP Meter	N/A	$125.00	$500.00
PID/FID	N/A	$100.00	$400.00
Sludge Sampler	N/A	$20.00	$75.00
Small Row Boat	N/A	$125.00	$300.00
Speedy Moisture Gauge	N/A	$30.00	N/A
Sub-Meter GPS Unit	N/A	$150.00	$500.00
Surface Velocity Meter (SVR)	N/A	$90.00	N/A
Temperature Loggers	N/A	$10.00	$35.00
Temperature Loggers (Reader)	N/A	$50.00	N/A
Treatability Study Equipment	N/A	$200.00	$800.00
Turbidity Meter	N/A	$25.00	$75.00
UTV	N/A	$100.00	$375.00
Vehicle Mileage (if daily rates are not used)	IRS Rate + 12%	N/A	N/A
Water Level Indicator	N/A	$35.00	$75.00
Whale Pump System	N/A	$35.00	$100.00

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

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

POTESTA & ASSOCIATES, INC.
FIELD SUPPLY RATE SHEET

Description	Rate	
	Per Unit	Day
2" Free Product Absorbent Socks (2')	$6.00	N/A
4" Free Product Absorbent Socks (2')	$8.00	N/A
24"-36" Passive Diffusion Sampler Bladder and Deionized Water (Excludes Sampler Harness)	$40.00	N/A
55-Gallon Steel Drum	$75.00	N/A
Asbestos Sampling Supplies Forms, Field Notebooks, Nitrile Gloves, Plastic Bags, Etc.	N/A	$35.00
Benthic Survey Supplies (Per Sample) Forms, Containers, Ethyl Alcohol, Nitrile Gloves, Flagging, Distilled Water, Decon Supplies, Marking Utensils, Plastic Bags	$35.00	N/A
Bentonite (50 lb. Bag)	$20.00	N/A
Bladder Pump Sampling Supplies (Bladders, Grab Plates, Tubing) - Per Well	$30.00	N/A
Concrete Testing Supplies	$25.00	N/A
Discharge Sampling Supplies Forms, Field Notebooks, Nitrile Gloves, Ice, Distilled Water, Decon Supplies, Plastic Bags, Etc.	N/A	$35.00
Disposable Bailers 3' (1.5" diameter)	$9.00	N/A
Disposable Bailers 3' (0.75" diameter)	$6.50	N/A
Disposable Bailers 7' (1.5" diameter)	$12.50	N/A
Fish Survey Supplies (Per Site Per Day) Buckets, Waders, Bottles, Formalin, Ethyl Alcohol, Forms, Marking Utensils, Plastic Bags	$35.00	N/A
Groundwater Sampling Supplies Forms, Field Notebooks, Nitrile Gloves, Ice, Distilled Water, Decon Supplies, Plastic Bags, Etc.	N/A	$35.00
GW Filters	$17.50	N/A
HGM Stream Assessment Supplies Tape, Clinometer, Densiometer, Diameter Tape, Flagging, Quadrat, Etc.	N/A	$25.00
Other	Cost + 12%	N/A
Petroleum Soil Field Test Kit (Per Sample)	$45.00	N/A
Soil Sampling Supplies Forms, Field Notebooks, Nitrile Gloves, Ice, Distilled Water, Decon Supplies, Plastic Bags, Etc.	N/A	$35.00
Stream Sampling Supplies Forms, Field Notebooks, Nitrile Gloves, Ice, Distilled Water, Decon Supplies, Plastic Bags, Etc.	N/A	$35.00
Stream Delineation Supplies Hip Chain, Clinometer, Flagging, Forms, Etc.	N/A	$20.00
Survey Supplies Hubs, Stakes, Flagging, Iron Pins, Monuments, Marking Paint, Traffic Control	N/A	$25.00
Wetland Delineation Supplies Flagging, Forms, Reference Materials, Plastic Bags, Etc.	N/A	$20.00

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

CHARLES TOWN UTILITY BOARD

Wednesday, October 7, 2026

Special Meeting

661 South George Street
Charles Town, WV 25414

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

Attachments:

Request for Scope, Schedule, & Fee Proposal to Potesta (DRAFT) V2.pdf

SUMMIT POINT REGIONAL UTILITY CORRIDOR INITIATIVE

Request for Proposed Scope of Services, Schedule, and Fee Proposal (REVISED)

Potesta & Associates, Inc.

Date:	August 31, 2026
To:	Dana L. Burns, PE, President Potesta & Associates, Inc. 15 South Braddock Street Winchester, Virginia 22601
From:	Charles Town Utility Board (CTUB)
Re:	Summit Point Regional Utility Corridor Initiative
Subject:	Request for Proposed Scope of Services, Project Schedule, and Fee Proposal

Potesta & Associates, Inc.:

Following CTUB's qualifications-based selection process and the Board's authorization to enter into scope-of-services and fee negotiations with Potesta & Associates, Inc., CTUB requests that Potesta prepares a proposed scope of services, project schedule, staffing plan, and fee proposal for the Summit Point Regional Utility Corridor Initiative (SPRUCI).

This request is intended to convert the objectives, alternatives, and evaluation criteria discussed during the §5G interview process into a negotiated professional-services scope. Potesta is encouraged to recommend modifications where its professional judgment indicates that a different task structure, analytical method, or sequencing would better accomplish CTUB's objectives.

1. Project Purpose & Desired Outcomes

The assignment should provide CTUB with more than a conventional Preliminary Engineering Report (PER). The work should produce a technically defensible decision-making, funding, and implementation roadmap for extending reliable public utility service to the Summit Point area under multiple potential development outcomes.

The study should not assume that the proposed data center will ultimately be constructed. The PER should identify a preferred alternative, or phased combination of alternatives, that provides the greatest long-term public value while remaining affordable, financially sustainable, environmentally responsible, constructible, and adaptable to uncertain future development.

2. Phase I - Early School Extension Mini-PER, Project Initiation, Data Collection, & Planning Assumptions

Early priority deliverable - South Jefferson Elementary Mini-PER. CTUB intends to pursue emerging-contaminant grant assistance through the West Virginia Department of Environmental Protection for the extension of regional public water and wastewater service to South Jefferson Elementary. Because the grant application may need to advance before completion of the full regional PER, Potesta should prepare an abbreviated, grant-supporting preliminary engineering document for the school extension as an early project deliverable.

This Mini-PER is not intended to duplicate the full alternatives analysis or become a fully developed stand-alone regional PER. It should contain the minimum engineering, planning, cost, environmental, and implementation information reasonably necessary to establish the school-extension project, support grant eligibility, and accompany the applicable DEP funding application. Potesta should confirm the specific content and format required by the funding program and prepare the Mini-PER accordingly.

At a minimum, the Mini-PER should address:

- Project need and purpose, including the proposed extension of CTUB regional water and wastewater service to South Jefferson Elementary.
- Existing service conditions and the basis for the proposed public utility extension.
- A preliminary service route/alignment and connection concept using available mapping and information.
- Preliminary water and wastewater demand, capacity, and service considerations sufficient to demonstrate feasibility.
- Major infrastructure components required to reach and serve the school.
- A preliminary opinion of probable construction cost, including reasonable contingencies and other costs needed for grant budgeting.
- Identification of major permitting, easement/right-of-way, environmental, and constructability considerations apparent at the preliminary level.
- A concise implementation schedule and identification of grant-funded versus other anticipated project costs, as appropriate.
- Supporting maps, exhibits, engineering narrative, and other technical information required for the DEP emerging-contaminant grant application.

Schedule objective: Potesta should treat the Mini-PER as an expedited early deliverable and develop it in parallel with data collection and initiation of the full Summit Point Regional Utility Corridor PER so that CTUB can pursue grant assistance without waiting for completion of the broader study.

- Conduct a project kickoff meeting with CTUB and confirm project objectives, schedule, decision points, and communication protocols.
- Review available CTUB water, wastewater, reclaimed-water, GIS, hydraulic, financial, planning, and capital-improvement information.
- Review available information from the proposed data-center developer, Summit Point Motorsports Park (SPMP), Jefferson County Schools, Jefferson County, the Jefferson County Development Authority, the West Virginia Department of Commerce, and other relevant stakeholders.
- Identify information gaps and additional data, field work, studies, or stakeholder input needed to complete the PER.
- Establish planning assumptions for current and future potable-water, wastewater, fire-flow, reclaimed-water, and data-center cooling demands.
- Establish reasonable development and demand scenarios so uncertainty surrounding the data center does not delay the overall study.

Expected deliverable: Project Initiation / Basis-of-Study Memorandum identifying baseline conditions, assumptions, information gaps, stakeholder/data needs, and proposed study methodology.

3. Phase II - Existing System & Corridor Evaluation

Evaluate CTUB's existing systems and the feasibility of extending regional utility service toward South Jefferson Elementary, SPMP, the proposed data-center site, and potential intermediate customers. At a minimum, the evaluation should address:

- Existing water supply, treatment, storage, transmission, distribution, pressure, and available capacity.
- Hydraulic constraints, fire-flow requirements, redundancy needs, and improvements required to extend reliable service.
- Existing wastewater collection, pumping, treatment capacity, and downstream system constraints.
- Potential regional connection points and utility corridors.
- Potential reclaimed-water production, treatment, water-quality requirements, storage, pumping, transmission, redundancy, and phasing.
- Existing and projected customers and demands along the corridor.
- Preliminary environmental, property, easement, roadway, railroad, stream/wetland, utility-conflict, topographic, and geotechnical constraints.

- GIS mapping and conceptual alignments sufficient to compare alternatives and support preliminary cost estimates.

Expected deliverables: Existing Conditions and System Capacity Technical Memorandum; preliminary hydraulic/capacity analysis; GIS/corridor exhibits; and constraints/opportunities mapping.

4. Phase III - Alternatives Analysis

At a minimum, Potesta should evaluate the following alternatives. Potesta may recommend additional alternatives or combinations where warranted by its engineering analysis.

Alternative 1 - Full Regional Corridor / Data Center Scenario

- Extend regional water, wastewater, and reclaimed-water mains from the existing CTUB system to the Summit Point area.
- Serve the proposed data center, SPMP, South Jefferson Elementary, and other potential customers along the corridor.
- Assume infrastructure attributable to the data center is funded by the data-center developer, as appropriate.
- Evaluate grant or other public funding for the public-benefit portion of extending regional water and wastewater service to South Jefferson Elementary.
- Evaluate reclaimed-water production, storage, pumping, transmission, water quality, redundancy, and phasing necessary to serve anticipated data-center cooling demand.

Alternative 2 - SPMP Package Plant / Closed-Loop or Hybrid Data Center

- Evaluate decentralized/package water and wastewater facilities at or near SPMP, to serve SPMP.
- Evaluate a closed-loop data-center cooling scenario and hybrid closed-loop/evaporative scenarios with varying reclaimed-water demands.
- Evaluate whether decentralized facilities represent a technically and financially preferable solution to extending CTUB's regional systems to SPMP.
- Evaluate whether an SPMP facility could provide reclaimed and/or potable water for data-center needs.
- Evaluate ownership, operation, permitting, lifecycle cost, redundancy, future expandability, and potential future abandonment or conversion if regional service reaches SPMP.

Alternative 3 - No Data Center / SPMP Package Plant / School Regional Extension

- Assume the proposed data center does not proceed.
- Serve SPMP through decentralized/package water and wastewater facilities.
- Extend CTUB regional water and wastewater service to South Jefferson Elementary using grant or other public funding.
- Determine whether the two independent projects represent the most cost-effective and sustainable long-term solution.

Alternative 4 - No Data Center / Regional Extension to School and SPMP

- Assume the proposed data center does not proceed.
- Extend CTUB regional water and wastewater infrastructure to South Jefferson Elementary and ultimately SPMP.
- Evaluate phasing so the school can be served first while infrastructure continues toward SPMP as funding and demand justify.
- Evaluate intermediate connections and long-term development opportunities along the corridor.

5. Phase IV - Evaluation Criteria and Recommended Plan

The objective is to identify a preferred alternative and practical implementation path, rather than simply documenting concepts or selecting the lowest initial capital-cost option. Potesta should use its professional engineering judgment to recommend appropriate quantitative measures, weighting, and evaluation methodology.

Affordability & Financial Sustainability - Top Priority: Evaluate initial capital cost, CTUB contribution, ratepayer impact, debt service, O&M, lifecycle/replacement cost, energy, staffing, grant/outside funding, developer contributions, expenditure timing, and potential future revenues. Potential revenues or other financial value associated with reclaimed-water sales, nutrient credits, environmental attributes, or other resource-recovery opportunities should be separately identified and evaluated, including the reliability, restrictions, and uncertainty associated with each revenue source.

"Growth Pays for Growth" - Top Priority: Identify infrastructure and capacity attributable to the data center, SPMP, South Jefferson Elementary, base regional service, anticipated future growth, and broader system benefits. Where practical, allocate costs according to beneficiary and capacity driver.

Maximizing Public Value - Top Priority: Consider school service, regional reliability, redundancy, resiliency, environmental protection, economic-development readiness, customer/revenue-base expansion, reduced reliance on private wells/decentralized wastewater, intermediate service opportunities, and useful infrastructure value if individual developments do not proceed.

Opportunity Readiness & Flexibility - High Priority: Evaluate incremental expandability, avoidance of stranded investment, preservation of future corridors/capacity, and decision triggers such as executed service agreements, committed demand, developer funding, grant awards, or customer thresholds.

Projected Growth & Demand - High Priority: Develop reasonable demand projections and sizing/phasing recommendations that account for known demand and foreseeable residential, commercial, institutional, and industrial growth.

Environmental Responsibility - High Priority: Compare potable-water, reclaimed-water, wastewater, decentralized treatment, energy, discharge, resource-conservation, and other material environmental implications.

Implementation Risk & Constructability - High Priority: Evaluate easements/property acquisition, environmental constraints, crossings, permitting, utility conflicts, geotechnical conditions, construction complexity, material/equipment lead times, funding/development dependencies, and interagency coordination.

Regional & Intergenerational Value - High Priority: Consider useful life, economical incorporation of future capacity, preservation of future regional solutions, compatibility of decentralized infrastructure with later regional systems, and avoidance of both speculative overbuilding and foreseeable underbuilding.

For viable alternatives, Potesta should provide opinions of probable construction cost, anticipated annual O&M, major lifecycle/replacement costs, energy/staffing implications, useful-life considerations, funding assumptions, developer/public contributions, CTUB contribution, and timing of expenditures. Potesta should recommend an appropriate lifecycle analysis period and methodology.

Expected deliverable: Alternatives Evaluation Matrix and recommended alternative / phased implementation strategy.

5. Phase V – Community Concerns, Mitigation, Public Benefits, & Engagement

CTUB intends for the PER process to provide a transparent evaluation of community concerns associated with the proposed Summit Point Project and the public utility infrastructure that may support future development in the corridor. CTUB will provide relevant concerns raised through public meetings, stakeholder discussions, written comments, and other available community input and Potesta will evaluate reasonable utility-related measures that could avoid, minimize, or mitigate those concerns while maximizing broader public benefits.

This task is intended to inform CTUB's utility planning and infrastructure decisions and should focus on matters reasonably related to CTUB's water, wastewater, reclaimed-water, infrastructure, environmental, financial, and public-service responsibilities. It is not intended to duplicate or substitute for land-use, development, environmental, or other regulatory reviews conducted by other governmental agencies.

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At a minimum, Potesta should:

- Categorize community concerns, provided by CTUB Officials and Staff, relevant to the proposed utility project, including concerns regarding groundwater and surface-water resources; potable-water consumption; reclaimed-water use; wastewater generation and treatment; stream and watershed impacts; drought and water availability; infrastructure capacity; reliability and redundancy; fire protection; construction impacts; environmental protection; ratepayer impacts; and broader community benefits.
- Review relevant stakeholder and public input, including information developed through Jefferson County's Good Neighbor Data Center Guardrails initiative and other public or stakeholder processes, identified and provided by CTUB.
- Develop a Community Concerns and Mitigation Matrix identifying each material utility-related concern, its relationship to the alternatives under consideration, potential engineering or operational mitigation measures, responsible party or parties where reasonably identifiable, and the extent to which each alternative addresses the concern.
- Evaluate water-resource strategies, including opportunities to minimize potable-water demand, avoid or reduce reliance on groundwater, maximize technically and economically feasible reclaimed-water utilization, improve water-use efficiency, and maintain adequate capacity and reliability for existing CTUB customers.
- Evaluate environmental benefits and impacts, including reductions in wastewater effluent discharge associated with reclaimed-water reuse; potential reductions in nutrient loading; effects on water and wastewater system demands; and other reasonably quantifiable water-resource or watershed benefits.
- Evaluate public infrastructure and community benefits, including improvements to regional water and wastewater infrastructure, fire flow, reliability, redundancy, service to South Jefferson Elementary and SPMP, intermediate customer connections, future regional service opportunities, and improvements that retain useful public value if individual development projects are delayed or do not proceed.
- Evaluate ratepayer and financial considerations associated with potential mitigation and community-benefit measures, including the appropriate allocation of costs among the developer, CTUB, grant or public funding sources, and other beneficiaries consistent with CTUB's "Growth Pays for Growth" objective.
- Recommend measurable performance indicators, where reasonably practicable, for significant mitigation measures and public benefits. Measures may include potable water conserved, reclaimed water utilized, wastewater discharge avoided, nutrient loading reduced, additional fire-flow capacity, infrastructure investment, new customers served, developer contributions, and projected financial effects on CTUB and its existing customers.

Expected deliverables: Community Concerns and Mitigation Matrix; Public Benefits Analysis; public-engagement materials; summary of public/stakeholder input and responses; and incorporation of relevant mitigation measures, public benefits, and community concerns into the Alternatives Evaluation Matrix and Preliminary Engineering Report.

6. Phase VI - Preliminary Engineering Report

Prepare a funding-agency-ready PER that, as applicable, documents:

- Project need and purpose; existing conditions; and planning assumptions.
- Demand projections and system-capacity analysis.
- Alternatives considered and evaluation methodology.
- Technical analyses and preliminary design criteria.
- Conceptual alignments and major infrastructure components.
- Environmental, property, permitting, and constructability considerations.
- Opinions of probable construction cost and O&M/lifecycle considerations.
- Recommended alternative and project phasing.
- Implementation schedule and key decision triggers.
- Funding strategy and potential sources.

The PER should be structured so that, with reasonable program-specific updates, it can support applications to grant funding agencies and function as a clear decision document for CTUB's Board and project stakeholders.

7. Phase VII - Grant Research, Funding Strategy, and Acquisition Assistance

Potesta should assist CTUB in identifying, pursuing, and securing outside funding for eligible components of the project. CTUB requests that funding research and strategy be included in the base scope, with grant/application preparation priced separately or through defined allowances/task authorizations where the number and complexity of applications are not yet known.

- Identify potentially applicable federal, state, regional, and other grant, loan, forgivable-loan, earmark, and infrastructure-financing programs.
- Evaluate CTUB/project eligibility, eligible project components, matching requirements, timing, prerequisites, and likely competitiveness.
- Prepare a Funding Opportunity Matrix identifying program, administering agency, eligible costs, likely funding range where reasonably ascertainable, match requirements, application cycle/deadline, prerequisites, and recommended project phase.
- Recommend project segmentation and phasing that may improve funding eligibility or permit stacking of multiple funding sources.
- Identify opportunities to combine public funding, CTUB funds, developer contributions, and other sources while supporting CTUB's Growth Pays for Growth objective.
- Coordinate, as authorized, with Region 9, the West Virginia Infrastructure and Jobs Development Council, West Virginia Water Development Authority, WVDEP, West Virginia Department of Commerce, U.S. Economic Development Administration, USDA Rural Development, Congressional offices, and other potential funding partners.
- Prepare or assist CTUB with grant and funding applications, including engineering narratives, project descriptions, maps, cost estimates, benefit analyses, and technical supporting materials.
- Assist in responding to technical questions and requests for additional information from funding agencies through award, when authorized.

Expected deliverables: Funding & Grant Strategy Memorandum; Funding Opportunity Matrix; recommended funding/stacking strategy by project phase; and separately authorized grant/funding application assistance.

Per the “Mini-PER” referenced in Section 2, CTUB would like to target Drinking Water State Revolving Fund (DWSRF) Emerging Contaminants (EC) for identified per- and polyfluoroalkyl substances (PFAS) groundwater contamination at South Jefferson Elementary. PFAS contamination in the South Jefferson Elementary aquifer has been submitted to the Environmental Protection Agency (EPA).

Mini-PER and DWSRF-EC Application should be completed and submitted to DEP, before the February 2027 deadline, for inclusion in the State’s FY2027 Project Priority List (PPL) and FY2028 Intended Use Plan (IUP), with concurrent or subsequent Funding Recommendation Request to the State’s Infrastructure & Jobs Development Council (IJDC).

8. Phase VII - Implementation and Phasing Plan

Potesta should develop a practical implementation roadmap. The following conceptual phases are provided for planning purposes only; the PER should determine the recommended sequencing:

- Phase 1: Initial feasibility / data validation / Mini-PER.
- Phase 2: Regional infrastructure to South Jefferson Elementary.
- Phase 3: Extension toward SPMP.
- Phase 4: SPMP connection and/or decentralized facilities.
- Phase 5: Data-center-specific infrastructure.
- Phase 6: Reclaimed-water infrastructure.

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Each recommended phase should, where practical, provide useful independent value even if subsequent phases are delayed or never constructed. For each phase, identify estimated cost, potential funding sources, beneficiary/responsible party, major permits, property/easement needs, prerequisites, approximate schedule, and decision triggers necessary to proceed.

Expected deliverable: Recommended Implementation and Phasing Plan.

9. Phase VIII - Stakeholder, Agency, and Funding Coordination

The proposed scope should include a defined allowance for project meetings and coordination with CTUB and key stakeholders. Potesta should recommend an appropriate number of meetings and identify assumptions used in its fee.

- CTUB staff and Board.
- City of Charles Town.
- Jefferson County Schools / South Jefferson Elementary.
- SPMP.
- Proposed data-center developer and engineering team.
- West Virginia Department of Commerce.
- Jefferson County and/or JCDA.
- IJDC and prospective state/federal funding agencies.
- Regulatory agencies and other stakeholders identified during the study.

10. Required Work Products

1. Project Initiation / Basis-of-Study Memorandum.
2. Existing Conditions & System Capacity Technical Memorandum.
3. GIS mapping and preliminary utility-corridor/alignment exhibits.
4. Expedited South Jefferson Elementary Mini-PER suitable to support the applicable WVDEP Emerging-Contaminants Grant Application.
5. Water, wastewater, fire-flow, and reclaimed-water demand projections.
6. Preliminary hydraulic and system-capacity analysis.
7. Alternatives Evaluation Matrix.
8. Conceptual engineering layouts for viable alternatives.
9. Opinions of probable construction cost by alternative and recommended phase.
10. O&M and lifecycle cost comparison.
11. Beneficiary/cost-allocation analysis supporting “Growth Pays for Growth.”
12. Environmental, permitting, property, geotechnical, and constructability constraints analysis.
13. Funding & Grant Strategy Memorandum and Funding Opportunity Matrix.
14. Grant/funding application assistance, as separately authorized.
15. Draft Preliminary Engineering Report.
16. Final Preliminary Engineering Report.
17. Recommended Alternative & Implementation/Phasing Plan.
18. Concise Executive Summary / Project Brief suitable for legislators, funding agencies, and project partners.
19. Electronic GIS/CAD data, maps, models, calculations, and other project work products developed under the assignment, in mutually agreed formats.
20. Presentation of findings to the CTUB Board.

11. Requested Fee Proposal Format

To facilitate scope and fee negotiations, please provide the following:

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Please separately identify the scope, fee, and expedited delivery schedule for the South Jefferson Elementary Mini-PER. CTUB expects this task to proceed immediately and in parallel with the broader PER. The proposal should also identify any DEP/funding-agency coordination assumed for confirming the minimum grant-supporting content and assisting with the associated application.

- A task-by-task scope of services corresponding generally to the phases above, including any recommended modifications.
- A project schedule identifying major milestones, draft/final deliverables, critical dependencies, and anticipated CTUB/stakeholder review periods.
- Project team and responsible personnel by task.
- Estimated labor hours and labor classifications by task, together with applicable billing rates or other proposed fee basis.
- Subconsultant costs and reimbursable expenses, separately identified.
- A fee or not-to-exceed amount for each task/phase and a total proposed base-scope fee.
- Clear identification of assumptions, exclusions, owner-furnished information, and services that would require additional authorization.
- Separate pricing or defined allowances for grant/application preparation, extensive survey, subsurface/geotechnical investigation, environmental field delineations, easement plats/property acquisition support, detailed/final design, final permitting, bidding, construction administration, resident project representation/inspection, and other services not appropriate for inclusion in the present PER base scope.
- Identification of any work Potesta believes should be deferred until a particular development, funding, or technical decision trigger occurs.

12. Scope Development and Negotiation

CTUB recognizes that the above represents its desired outcomes and anticipated work products rather than a final negotiated engineering scope. Potesta is requested to use its professional judgment to identify duplicative tasks, missing tasks, more efficient analytical approaches, or services that should be optional or deferred. CTUB's objective is to establish a clear, appropriately bounded scope that provides sufficient technical and financial information to select and advance a preferred regional utility strategy while maintaining cost control.

Please submit Potesta's proposed scope of services, schedule, and fee proposal for CTUB's review and negotiation. Following review, CTUB anticipates meeting with Potesta to resolve scope assumptions, deliverables, schedule, and compensation and to develop a final professional-services agreement for Board consideration, as applicable.

Prepared By:

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

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CHARLES TOWN UTILITY BOARD

Wednesday, October 7, 2026

Special Meeting

661 South George Street
Charles Town, WV 25414

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

CHARLES TOWN UTILITY BOARD

Wednesday, October 7, 2026

Special Meeting

661 South George Street
Charles Town, WV 25414

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

CHARLES TOWN UTILITY BOARD

Wednesday, October 7, 2026

Special Meeting

661 South George Street
Charles Town, WV 25414

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

Attachments:

Potomac Metals Sewer Service Agreement & Exhibits (DRAFT) V2.pdf
Potomac Metals Sewer Cost Estimate 09.22.26.pdf
JCHD Letter to Connect to Public.pdf

SEWER SERVICE INSTALLATION, OWNERSHIP, & MAINTENANCE AGREEMENT

THIS SEWER SERVICE INSTALLATION, OWNERSHIP, AND MAINTENANCE AGREEMENT ("Agreement") is made and entered into this ___ day of _____, 2026, by and between the **CHARLES TOWN UTILITY BOARD**, a public utility board of the City of Charles Town, West Virginia ("CTUB"), and **POTOMAC METALS, INC.**, owner and/or occupant of the property located at 410 16th Avenue, Ranson, West Virginia 25438 ("Owner").

RECITALS

WHEREAS, Owner desires permanent public sanitary sewer service for its property located at 410 16th Avenue, Ranson, West Virginia 25438 (the "Property");

WHEREAS, in anticipation of receiving public sewer service, Owner, at its expense, caused a private gravity sewer lateral to be constructed from the existing building and across the Property toward the location designated for connection with CTUB's collection system;

WHEREAS, the work performed on behalf of Owner included approximately 150 linear feet of four-inch (4-inch) Schedule 40 PVC sewer pipe, together with related excavation, abandonment of the existing septic tank, and work associated with significant rock encountered during construction, as described in Charles Town Plumbing LLC Invoice/Job No. 6996, dated August 9, 2026 ("Invoice 6996");

WHEREAS, Invoice 6996 reflects a total project cost of Twenty-Three Thousand Six Hundred Ninety Dollars ($23,690.00), which has been paid by Owner;

WHEREAS, CTUB originally intended to extend gravity sewer service from the vicinity of the Property boundary to the nearest practical connection point within CTUB's existing public wastewater collection system;

WHEREAS, during efforts to complete that extension, significant subsurface rock, overhead electric utility lines, and related field conditions were encountered, making completion of the contemplated gravity sewer extension impractical within a reasonable timeframe and at a financially feasible cost;

WHEREAS, as an alternative to the contemplated gravity extension and in order to establish permanent sewer service to the Property, CTUB has agreed to fund and install a wastewater pumping station and force main necessary to connect the Property to CTUB's public wastewater collection system;

WHEREAS, the pumping station will exclusively serve the Property and, following installation, startup, testing, and acceptance, will be transferred to Potomac Metals as a private facility, after which Potomac Metals will assume all responsibility and expense for its ownership, operation, maintenance, repair, replacement, and utility consumption;

WHEREAS, CTUB will retain ownership and maintenance responsibility for the force main beginning immediately downstream of the pumping station and extending to CTUB's public wastewater collection system; and

WHEREAS, the parties desire to establish their respective responsibilities for construction, ownership, operation, maintenance, repair, replacement, utility costs, and access associated with the resulting sewer service facilities.

NOW, THEREFORE, in consideration of the mutual promises and obligations contained herein, the parties agree as follows:

1. Purpose & Alternative Sewer Service
In lieu of completing the originally contemplated gravity sewer extension from the Property to CTUB's existing collection system, CTUB shall design and/or construct, or cause to be designed and/or constructed, a wastewater pumping system and force main necessary to provide permanent public sanitary sewer service to the Property.

The alternative system shall generally consist of a wet well and wastewater pumping station located on the Property, together with a force main extending from the pumping station across the Property, generally following the route of the private gravity lateral previously installed by Owner where reasonably practicable, and thereafter extending to the nearest practical connection point approved by CTUB, within CTUB's public wastewater collection system.

Final sizing, materials, alignment, equipment selection, controls, appurtenances, and connection details shall be determined or approved by CTUB.

2. Existing Private Gravity Sewer Improvements
The parties acknowledge that Owner previously constructed, at Owner's expense, a private gravity sewer lateral intended to facilitate connection of the Property to CTUB's sewer system. The work is described in Invoice 6996 and includes approximately 150 feet of four-inch Schedule 40 PVC pipe across the rear of the Property, as well as related work associated with the building connection, septic abandonment, and significant rock encountered during construction, as detailed in "Exhibit A – Charles Town Plumbing LLC Invoice & Job #6996."

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The existing gravity sewer lateral and all building sewer facilities upstream of the Private Pumping Station shall remain private facilities owned by and maintained at the sole expense of Owner. Nothing in this Agreement shall be interpreted as transferring ownership of those facilities to CTUB.

3. CTUB Construction Responsibilities
CTUB shall, at its expense, design, procure, construct, and install, or cause to be designed, procured, constructed, and installed, the wastewater facilities necessary to provide permanent public sanitary sewer service to the Property, as shown in "Exhibit B – Pump Station & Force Main Overhead (Locations & Routing)," including:

(a) a wastewater wet well and pumping station located upon the Property, including pumps, controls, alarms, electrical components, discharge piping, and related appurtenances (collectively, the "Private Pumping Station");

(b) a force main extending from the Private Pumping Station across the Property, generally following the alignment of the previously installed private gravity sewer lateral where reasonably practicable, and continuing to the nearest practical connection point approved by CTUB within CTUB's public wastewater collection system (the "CTUB Force Main"); and

(c) all valves, fittings, connections, and other appurtenances reasonably necessary to connect the Private Pumping Station to the CTUB Force Main and the CTUB Force Main to CTUB's existing collection system.

CTUB shall determine or approve the final design, sizing, materials, equipment, alignment, and construction methods for these facilities. CTUB shall also be responsible for permits and approvals applicable specifically to CTUB's construction, except for permits or approvals that by law must be obtained by the property owner.

4. Point of Service & Ownership Boundary
The parties expressly agree that the CTUB point of service and ownership boundary shall be located immediately downstream of the Private Pumping Station at the connection between the pumping station discharge and the CTUB Force Main.

Potomac Metals responsibility: Building plumbing → private gravity sewer lateral → wet well → pumps, controls, and Private Pumping Station → pump discharge to CTUB point of service.

CTUB responsibility: CTUB point of service → force main → connection with CTUB's public wastewater collection system.

5. Transfer of Private Pumping Station to Potomac Metals
Although CTUB shall initially procure and install the Private Pumping Station at CTUB's expense, the parties agree that the Private Pumping Station is being constructed for the exclusive service of the Property and shall ultimately constitute a private sewer facility.

Upon substantial completion, successful startup and testing, and acceptance of the installation by CTUB, all right, title, ownership, and responsibility for the Private Pumping Station shall transfer to Potomac Metals without additional consideration.

The transferred facilities shall include the wet well, pumps, control panel, alarms, electrical equipment, piping and valves upstream of the CTUB point of service, and all other equipment and appurtenances installed specifically for operation of the Private Pumping Station.

Following transfer, CTUB shall have no ownership interest in the Private Pumping Station except for such inspection, regulatory, emergency, or access rights as may otherwise be provided by this Agreement or applicable CTUB rules and regulations.

6. Potomac Metals Operation & Maintenance Responsibilities
Following transfer of ownership, Potomac Metals shall be solely responsible, at its expense, for the operation, inspection, maintenance, repair, rehabilitation, and replacement of the Private Pumping Station and all private sewer facilities upstream of the CTUB point of service, including:

(a) routine and preventive maintenance of pumps, controls, alarms, floats, valves, electrical components, and other pumping station equipment;
(b) removal of blockages and accumulated solids;
(c) repair or replacement of failed pumps and equipment;
(d) maintenance of the wet well and associated private piping;
(e) maintenance of an operational alarm system;
(f) response to pump failures, alarms, electrical failures, overflows, and other operational emergencies;
(g) all electrical service and electrical consumption associated with operation of the Private Pumping Station; and
(h) replacement of the Private Pumping Station or its components when they reach the end of their useful lives.

Potomac Metals shall operate and maintain the Private Pumping Station in accordance with manufacturer recommendations, applicable laws and regulations, and reasonable CTUB requirements applicable to private pumping facilities connected to CTUB's collection system.

7. Utility & Operating Costs
Following transfer of ownership, all utility and operating costs associated with the Private Pumping Station shall be the sole responsibility of Potomac Metals, including electricity, communications or telemetry service, maintenance contracts, replacement parts, emergency service, pumping or cleaning services, and other costs necessary to maintain the Private Pumping Station in proper operating condition.

CTUB shall have no obligation to reimburse Potomac Metals for such expenses. Potomac Metals' assumption of these costs does not affect its obligation to pay CTUB's generally applicable sewer rates, fees, and charges for wastewater service to the Property.

8. CTUB Force Main
The force main beginning immediately downstream of the designated point of service and extending to CTUB's existing public wastewater collection system shall be owned by CTUB.

Following completion and acceptance, CTUB shall be responsible for the operation, inspection, maintenance, repair, rehabilitation, and replacement of the CTUB Force Main and its associated public appurtenances.

Potomac Metals shall not connect additional facilities to, modify, relocate, obstruct, damage, or otherwise interfere with the CTUB Force Main without CTUB's prior written authorization.

9. Easement & Access
Potomac Metals shall grant CTUB a permanent utility easement, in a form and width acceptable to CTUB, encompassing those portions of the CTUB Force Main and associated CTUB-owned facilities located upon the Property. The easement shall provide CTUB and its employees, contractors, agents, vehicles, and equipment with reasonable access for inspection, operation, maintenance, repair, replacement, reconstruction, and emergency response.

Because the Private Pumping Station will be owned and maintained by Potomac Metals following transfer, CTUB shall not be responsible for routine access to or maintenance of the Private Pumping Station. Potomac Metals shall, however, permit CTUB reasonable access to inspect the Private Pumping Station when CTUB reasonably determines that inspection is necessary to protect the operation, capacity, integrity, or regulatory compliance of CTUB's public wastewater collection system.

The parties may execute and record a separate easement instrument incorporating these requirements. The final easement and as-built documents should identify the CTUB Force Main and the ownership boundary established by this Agreement.

10. Failure of Private Pumping Station
Potomac Metals shall promptly correct any failure or condition of the Private Pumping Station that causes or threatens to cause a sanitary sewer overflow, discharge to the environment, damage to CTUB facilities, or interference with CTUB's wastewater collection or treatment system.

In the event of an emergency presenting an imminent threat to public health, the environment, or CTUB's wastewater system, CTUB may take reasonable emergency measures necessary to protect its system or prevent an unauthorized discharge if Potomac Metals is unable or unwilling to respond promptly.

Any reasonable costs incurred by CTUB in responding to a failure of the privately owned Private Pumping Station may be charged to Potomac Metals to the extent permitted by applicable law and CTUB's rules and regulations.

11. No Reimbursement of Owner's Prior Construction Costs
The parties acknowledge that Owner incurred costs associated with its private gravity sewer installation before the determination that a pumped sewer arrangement was necessary. Except as expressly authorized separately by CTUB in writing, CTUB's agreement to construct the alternative pumping and force-main facilities shall not constitute an agreement to reimburse Owner for the $23,690.00 reflected in Exhibit A or any other costs previously incurred by Owner.

Owner shall retain the benefit and responsibility of the private sewer improvements constructed at its expense to the extent those improvements remain part of the final private service configuration.

12. No Additional Connection Rights
The facilities installed pursuant to this Agreement are intended to provide sewer service to the Property. Nothing in this Agreement grants Owner the right to permit other properties, customers, or developments to connect to the Private Pumping Station or CTUB Force Main without CTUB's prior written approval and payment of all applicable fees and charges. CTUB retains authority to determine whether its public facilities may subsequently serve additional customers or properties.

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13. Rates, Fees, & Utility Regulations
Following commencement of sewer service, Owner shall be subject to CTUB's generally applicable rates, charges, rules, regulations, and policies applicable to similarly situated wastewater customers. Nothing in this Agreement establishes or guarantees any particular future sewer rate or charge.

14. Construction Conditions & Restoration
Owner acknowledges that the precise location and configuration of underground rock, utilities, and other subsurface conditions may not be fully known until construction occurs. CTUB may reasonably modify the alignment, depth, materials, equipment, or construction method where field conditions make such modification necessary or advisable, provided the resulting system continues to provide the contemplated sewer service to the Property.

Following construction, CTUB shall make reasonable efforts to restore portions of the Property disturbed by CTUB's work to substantially their pre-construction condition, subject to reasonable limitations associated with utility construction.

15. Sanitary Sewage Only; Prohibited Discharges
The sewer service provided pursuant to this Agreement is authorized solely for the collection and discharge of ordinary domestic sanitary sewage generated by restrooms, handwashing facilities, and similar employee or customer sanitary facilities located on the Property.

Potomac Metals shall not discharge, permit to be discharged, or cause to enter the Private Pumping Station, CTUB Force Main, or CTUB wastewater collection system any industrial or process wastewater, including, without limitation, wastewater, liquids, or other substances resulting from scrap-metal recycling, processing, storage, handling, washing, cleaning, equipment maintenance, vehicle maintenance, or other industrial or commercial operations conducted on the Property.

Without limiting the foregoing, the following shall not be discharged to the sanitary sewer system: stormwater; groundwater; surface runoff; drainage; petroleum products; fuels; oils or grease other than ordinary domestic wastewater constituents; solvents; chemicals; acids or caustics; paints; metalworking fluids; leachate; wash water; equipment or vehicle washdown water; metal-bearing wastewater; hazardous or toxic substances; or any other industrial wastewater or prohibited discharge.

All floor drains, trench drains, exterior drains, process drains, storm drains, containment areas, equipment wash areas, and similar facilities associated with Potomac Metals' industrial operations shall be physically separated from the sanitary sewer facilities serving the Property and shall not be connected, directly or indirectly, to the Private Pumping Station or CTUB's wastewater collection system.

Potomac Metals shall be responsible for ensuring that all discharges from the Property comply with this Agreement and all applicable CTUB rules and regulations and federal, state, and local requirements governing discharges to publicly owned treatment works. Any proposed future discharge other than ordinary domestic sanitary sewage shall require prior written authorization from CTUB and any pretreatment review, sampling, permitting, approvals, or other conditions determined applicable by CTUB or any regulatory agency. Nothing in this Agreement shall be construed as granting approval for any industrial or process wastewater discharge.

CTUB may inspect, investigate, sample, or require testing of discharges from the Property when reasonably necessary to determine compliance with this Section. Any unauthorized discharge shall constitute a material violation of this Agreement and may result in such corrective action, cost recovery, enforcement, or termination or limitation of service as is authorized by applicable law and CTUB's rules and regulations.

16. Successors, Assigns, & Continuing Obligations
If Owner sells, leases, transfers, or otherwise conveys the Property or an interest in the Property, the successor owner shall assume ownership of and responsibility for the Private Pumping Station and all obligations assigned to Owner under this Agreement.

Owner shall disclose the existence of this Agreement, the privately owned pumping facilities, and any associated CTUB utility easement to subsequent owners or parties acquiring an interest in the Property. To the extent legally appropriate, the parties intend that the applicable obligations concerning the Private Pumping Station, CTUB Force Main, easement, access, and ownership boundary shall bind the parties' respective successors and assigns and run with the Property.

17. No Waiver of CTUB Authority
Nothing in this Agreement shall be construed as a waiver of CTUB's governmental, regulatory, statutory, or utility authority or of any requirement otherwise applicable to the Property or Owner. Except for the specific construction and ownership responsibilities expressly established herein, Owner remains subject to all generally applicable CTUB rules, regulations, ordinances, policies, rates, and charges.

18. Entire Agreement; Amendments
This Agreement constitutes the entire agreement between the parties concerning the subject matter addressed herein and supersedes prior oral discussions or understandings concerning the alternative sewer service arrangement. Any amendment shall be in writing and executed by authorized representatives of both parties.

19. Governing Law
This Agreement shall be governed by and construed in accordance with the laws of the State of West Virginia.

20. Effective Date
This Agreement shall become effective upon execution by both parties and approval by CTUB as required by applicable law, ordinance, charter, rule, or policy.

SIGNATURES

CHARLES TOWN UTILITY BOARD		**POTOMAC METALS, INC.**	
Signature:	_____	Signature:	_____
Name & Title:	_____	Name & Title:	_____
Date:	_____	Date:	_____

EXHIBITS

Exhibit A – Charles Town Plumbing LLC Invoice & Job #6996

Exhibit B – Pump Station & Force Main Overhead (Locations & Routing)

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Exhibit A – Charles Town Plumbing LLC Invoice & Job #6996

Charles Town Plumbing LLC

JOB	#6996
SERVICE DATE	Aug 09, 2026
PAYMENT TERMS	Upon receipt
DUE DATE	Aug 09, 2026
AMOUNT DUE	**$0.00**

Potomac Metals
410 16th avenue
Ranson, WV 25438

(703) 855-4635
eric@potomacmetals.com

CONTACT US

49 Hite Rd
Kearneysville, WV 25430

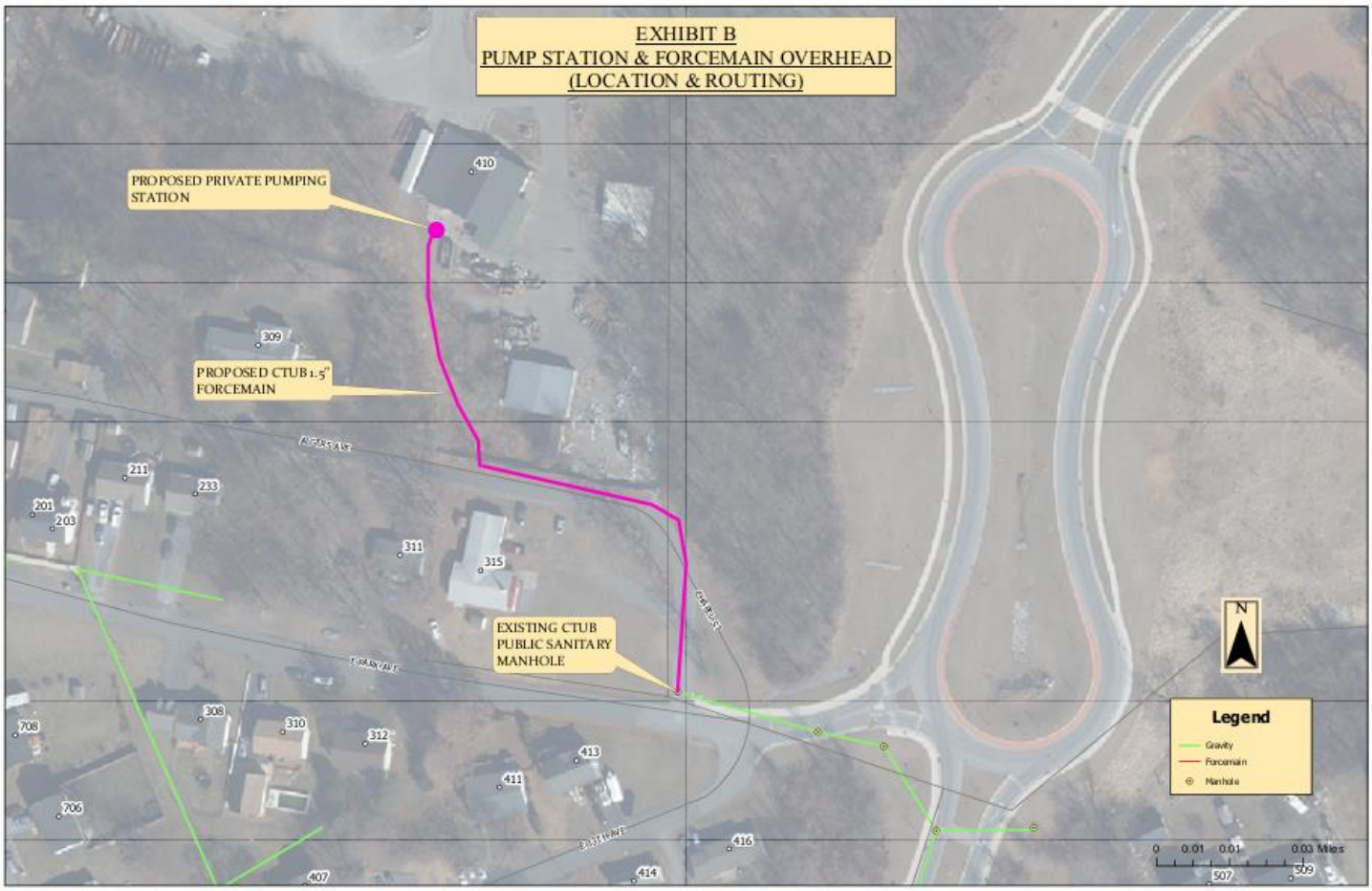
(304) 725-9751
ctownplumb@gmail.com

INVOICE

Services	amount
Met with utility board on sewer and water into rear of property versus water across the front. approximately 150ft of 4" sch 40 pvc pipe ran across the back on a gravel bed tying into new tap provided by utility company.	$13,600.00
*Rock clause of 250 per hour if we hit significant rock and need to hammer. If dirt/rock etc needs hauled away an extra fee will be added, or if more dirt/fill is needed to be brought in, that will also be an added expense. * $400.00 location fee for equipment to be brough in also	$0.00
This is a revised estimate. The original price was given in November of 2025, and was also given with the anticipation of doing the other work as well. After another site visit with Harry, and determining the approximate location of where the city tap would be, we will have to saw cut around the tank from the building to attach to the good solid pipe that is exiting the building. We were hoping to utilize that line in the ground, but with the utilities there, the integrity of that line collapsing, this is the best route. This line includes the price adjustment for cost difference between November and now and the new findings on what exactly needs to take place. We will saw cut the concrete, and have it patched back, but patching is not included in this price.	$3,790.00
old septic tank needs to be abandoned with rock/fill	$800.00
As discussed with Harry, Eric and Sara, and shown to harry, we hit significant rock. This is not even all of the hours we had into hammering, removing and relocating some of the rock pile.	$5,500.00

Subtotal	$23,690.00
Total Tax	$0.00
Out of scope (0%)	$0.00
Job Total	**$23,690.00**
Amount Due	**$0.00**

Exhibit B – Pump Station & Force Main Overhead (Locations & Routing)



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Tuesday, September 22, 2026

POTOMAC METALS SEWER CONCEPTUAL COST ESTIMATE

Description	Quantity	Unit	Unit Price	Total Price
Sewer				
STH Basin Package (1HP Liberty Pump)	1	EA	$3,200	$3,200.00
1.5" PE Pipe (500 feet)	500	LF	$1.50	$750.00
Core Existing Manhole	1	EA	$500	$500.00
Electrical Work by Others	1	EA	$2,575	$2,575.00
#8 Gravel Bedding/Cover (300' x 0.5' x 1')	3	TN	$75	$225.00
Total Sewer Construction				**$7,250.00**

Total Sewer Construction	**$7,250.00**
Contingency/Rock (15%)	**$1,087.50**
Total Anticipated Project Costs	**$8,337.50**

This estimate does not include installation of wet well, power to wet well, pump controls, or restoration

Stotler, Alexandria A <alexandria.a.stotler@wv.gov>

Septic Application - 410 16th Ave., Ranson, WV

Stotler, Alexandria A <alexandria.a.stotler@wv.gov> Wed, Mar 4, 2026 at 9:57 AM
To: "sarah@potomacmetals.com" <sarah@potomacmetals.com>, DODSON SEPTIC <dodsonseptic@aol.com>
Cc: PCoulter@ransonwv.us, tmarkley@ctubwv.com
Bcc: Alexis L Davy <alexis.l.davy@wv.gov>, Christina M Pope <christina.m.pope@wv.gov>, Jonathan A Liebau <jonathan.a.liebau@wv.gov>, William M Weikle <william.m.weikle@wv.gov>

Good morning,

I am writing regarding your septic application for 410 16th Ave., Ranson, WV.

I confirmed with the City of Ranson Code Enforcement that you must connect to the public sewer. CTUB has confirmed that a gravity connection is feasible at this location. I attached a map provided by CTUB indicating the closest hook up point and included representatives from both the City of Ranson and CTUB on this email for their awareness.

I will issue a formal denial letter for the septic application. Please coordinate directly with CTUB to begin the public sewer connection process.

If you have any questions, please don't hesitate to ask.

Thank you,
--
Alex Stotler
Sanitarian II, CPO
Jefferson County Health Department
304-728-8416 ext. 3028
1948 Wiltshire Rd. Suite 1
Kearneysville, WV 25430

410 16th Ave - CTUB Nearby Utilities_2-27-26.pdf
1323K

CHARLES TOWN UTILITY BOARD

Wednesday, October 7, 2026

Special Meeting

661 South George Street
Charles Town, WV 25414

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

Attachments:

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

CHARLES TOWN UTILITY BOARD
2022 COLLECTION SYSTEM PROJECT
(IJDC #2021S-2041 / CWSRF #C-544686)

RESOLUTION NO. 39
REQUEST FOR PAYMENT #39
(CIF PAYMENT #31)

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

WHEREAS, the Charles Town Utility Board (CTUB), has reviewed the invoices attached hereto and incorporated herein by reference relation to the Project funded in part by the Clean Water State Revolving Fund (CWSRF) and find as follows:

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

b.) 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.) Each of such costs has been otherwise properly incurred; and

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

NOW, THEREFORE, BE IT RESOLVED by the Charles Town Utility Board as follows: There is hereby authorized and directed the payment of **"Contractor's Payment Application No. 18"** as follows.

Vendor	CWSRF	CWSRF "Green" PF Loan 1	Capacity Improvement Fee (CIF) Fund	Total Approved for Payment
HRI, Inc.	$0	$0	$203,501.40	$203,501.40
Total	**$0**	**$0**	**$203,501.40**	**$203,501.40**

ADOPTED BY the City of Charles Town Utility Board, at the meeting held on the 7th day of October, 2026.

By: _____
Micheal George, Chairman

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Contractor's Application for Payment No. 18

Application Period: 8/1/26 - 8/31/26	Application Date: 9/3/2026	
To (Owner): Charles Town Utility Board	From (Contractor): HRI, Inc.	Via (Engineer): Rummel, Klepper & Kahl, LLP
Project: 2022 Collection System Project	Contract: 01	Via (Consultant): Gwin, Dobson & Foreman Engineers
Owner's Contract No.:	Contractor's Project No.: 10341291	Engineer's Project No.: 24054

Application For Payment

Change Order Summary

Approved Change Orders

Number	Additions	Deductions
1	$121,480.00	
2	$251,494.68	$10,422.36
3	$195,786.50	$231,970.00
4	$43,988.74	
TOTALS	$612,749.92	$242,392.36
NET CHANGE BY CHANGE ORDERS	**$370,357.56**	

1. **ORIGINAL CONTRACT PRICE**	$	**$6,074,000.00**
2. **Net change by Change Orders**	$	**$370,357.56**
3. **Current Contract Price (Line 1 ± 2)**	$	**$6,444,357.56**
4. **TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates)**	$	**$6,128,652.72**
5. **RETAINAGE:**		
a. 10% X $6,128,652.72 **Work Completed**	$	**$612,865.27**
b. 10% X _____ **Stored Material**	$	
c. **Total Retainage (Line 5.a + Line 5.b)**	$	**$612,865.27**
6. **AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)**	$	**$5,515,787.45**
7. **LESS PREVIOUS PAYMENTS (Line 6 from prior Application)**	$	**$5,312,286.05**
8. **AMOUNT DUE THIS APPLICATION**	$	**$203,501.40**
9. **BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above)**	$	**$928,570.11**

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: *Mitchell Otey, PM* Date: 9/3/2026

Payment of: $ $203,501.40
(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)

EJCDC® C-620 Contractor's Application for Payment
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Progress Estimate - Unit Price Work **Contractor's Application**

For (Contract):	01			Application Number:	18
Application Period:	8/1/26 - 8/31/26			Application Date:	9/3/2026

A					B			C			D	E	F		
Item		Contract Information				Quantity			Payment						
Bid Item No.	Description	Bid Quantity	Units	Unit Price	Total Value of Item ($)	This Period	Previous to Date	To Date	This Period	Previous to Date	To Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D+E)	% (F / B)	Balance to Finish (B - F)
1	Mobilization	1	LS	$272,980.00	$272,980.00		**0.96**	0.96		$262,060.80	$262,060.80		$262,060.80	96.0%	$10,919.20
2	Traffic Control	1	LS	$15,000.00	$15,000.00		**0.90**	0.90		$13,500.00	$13,500.00		$13,500.00	90.0%	$1,500.00
3	Audio Visual Taping	1	LS	$5,200.00	$5,200.00		**1.00**	1.00		$5,200.00	$5,200.00		$5,200.00	100.0%	
4	**Erosion & Sediment Control**	**1**	**LS**	**$142,000.00**											
4a	Rock Construction Entrance	1	LS	$35,000.00	$35,000.00		**0.90**	0.90		$31,500.00	$31,500.00		$31,500.00	90.0%	$3,500.00
4b	18" Silt Fence - 11th & Forest	1	LS	$12,000.00	$12,000.00		**1.00**	1.00		$12,000.00	$12,000.00		$12,000.00	100.0%	
4c	36" Silt Fence - Evitt's Run	1	LS	$16,000.00	$16,000.00		**1.00**	1.00		$16,000.00	$16,000.00		$16,000.00	100.0%	
4d	18" Silt Sock - Jett's Farm FM	1	LS	$14,000.00	$14,000.00		**1.00**	1.00		$14,000.00	$14,000.00		$14,000.00	100.0%	
4e	18" Silt Sock - 11th & Forest	1	LS	$12,000.00	$12,000.00		**1.00**	1.00		$12,000.00	$12,000.00		$12,000.00	100.0%	
4f	18" Silt Sock - Evitts Run	1	LS	$5,000.00	$5,000.00		**1.00**	1.00		$5,000.00	$5,000.00		$5,000.00	100.0%	
4g	Super Silt Fence - Evitt's Run	1	LS	$30,000.00	$30,000.00		**1.00**	1.00		$30,000.00	$30,000.00		$30,000.00	100.0%	
4h	18" Silt Sock - Burr East FM	1	LS	$8,000.00	$8,000.00		**1.00**	1.00		$8,000.00	$8,000.00		$8,000.00	100.0%	
4i	Silt Sacks	1	LS	$3,000.00	$3,000.00		**0.75**	0.75		$2,250.00	$2,250.00		$2,250.00	75.0%	$750.00
4j	Sediment Bags	1	LS	$7,000.00	$7,000.00		**0.75**	0.75		$5,250.00	$5,250.00		$5,250.00	75.0%	$1,750.00
5	**Burr East Pump Station Demolition**	**1**	**LS**	**$22,000.00**											
5a	Demo Existing Valve Vault	1	LS	$5,000.00	$5,000.00		**1.00**	1.00		$5,000.00	$5,000.00		$5,000.00	100.0%	
5b	Remove Existing Pumps & Piping	1	LS	$9,000.00	$9,000.00		**1.00**	1.00		$9,000.00	$9,000.00		$9,000.00	100.0%	
5c	Remove Existing Fencing	1	LS	$4,000.00	$4,000.00		**1.00**	1.00		$4,000.00	$4,000.00		$4,000.00	100.0%	
5d	Demo Concrete Pad	1	LS	$3,000.00	$3,000.00										$3,000.00
5e	Relocate Propane Tanks	1	LS	$1,000.00	$1,000.00		**1.00**	1.00		$1,000.00	$1,000.00		$1,000.00	100.0%	
6	**Moose Lodge Pump Station Demolition**	**1**	**LS**	**$22,000.00**											
6a	Demo Wet Well Top	1	LS	$4,500.00	$4,500.00		**1.00**	1.00		$4,500.00	$4,500.00		$4,500.00	100.0%	
6b	Remove Existing Pumps & Piping	1	LS	$8,500.00	$8,500.00		**1.00**	1.00		$8,500.00	$8,500.00		$8,500.00	100.0%	
6c	Demo 6" Yard Piping	1	LS	$5,000.00	$5,000.00		**1.00**	1.00		$5,000.00	$5,000.00		$5,000.00	100.0%	
6d	Demo Transfer Switch / Control Panel	1	LS	$2,000.00	$2,000.00		**1.00**	1.00		$2,000.00	$2,000.00		$2,000.00	100.0%	
6e	Remove Existng Grout Fillet	1	LS	$2,000.00	$2,000.00		**1.00**	1.00		$2,000.00	$2,000.00		$2,000.00	100.0%	
7	**Jetts Farm Pump Station Demolition**	**1**	**LS**	**$22,000.00**											
7a	Demo Junction Box / Vent	1	LS	$5,500.00	$5,500.00		**1.00**	1.00		$5,500.00	$5,500.00		$5,500.00	100.0%	
7b	Remove Existing Pumps & Piping	1	LS	$9,500.00	$9,500.00		**1.00**	1.00		$9,500.00	$9,500.00		$9,500.00	100.0%	
7c	Demo 6" Yard Piping	1	LS	$5,000.00	$5,000.00		**1.00**	1.00		$5,000.00	$5,000.00		$5,000.00	100.0%	
7d	Demo Transfer Switch / Control Panel	1	LS	$2,000.00	$2,000.00		**1.00**	1.00		$2,000.00	$2,000.00		$2,000.00	100.0%	
9	**Forrest Street Pump Station Demolition**	**1**	**LS**	**$33,000.00**											
9a	Demo Pump Station	1	LS	$15,000.00	$15,000.00	**0.50**		0.50	$7,500.00		$7,500.00		$7,500.00	50.0%	$7,500.00
9b	Remove Existing Pumps & Piping	1	LS	$9,000.00	$9,000.00	**0.50**		0.50	$4,500.00		$4,500.00		$4,500.00	50.0%	$4,500.00
9c	Demo 10"/12" Piping	1	LS	$9,000.00	$9,000.00										$9,000.00
10	**11th Ave Pump Station Demolition**	**1**	**LS**	**$33,000.00**											
10a	Demo Pump Station	1	LS	$14,000.00	$14,000.00										$14,000.00
10b	Remove Existing Pumps & Piping	1	LS	$10,000.00	$10,000.00										$10,000.00
10c	Demo 8"/2" Piping	1	LS	$9,000.00	$9,000.00										$9,000.00
11	**Burr East Pump Station**	**1**	**LS**	**$495,000.00**											
11a	Erosion & Sediment Control	1	LS	$6,000.00	$6,000.00		**1.00**	1.00		$6,000.00	$6,000.00		$6,000.00	100.0%	
11b	Seeding and Lanscaping	1	LS	$4,000.00	$4,000.00		**0.50**	0.50		$2,000.00	$2,000.00		$2,000.00	50.0%	$2,000.00
11c	Site Fencing	1	LS	$8,000.00	$8,000.00		**1.00**	1.00		$8,000.00	$8,000.00		$8,000.00	100.0%	
11d	Valve Vault	1	LS	$40,000.00	$40,000.00		**1.00**	1.00		$40,000.00	$40,000.00		$40,000.00	100.0%	
11e	Meter Vault	1	LS	$25,000.00	$25,000.00		**1.00**	1.00		$25,000.00	$25,000.00		$25,000.00	100.0%	
11f	Process Pipe	1	LS	$70,000.00	$70,000.00		**1.00**	1.00		$70,000.00	$70,000.00		$70,000.00	100.0%	
11g	Submersible Pumps	1	LS	$98,000.00	$98,000.00		**1.00**	1.00		$98,000.00	$98,000.00		$98,000.00	100.0%	
11h	Pipe Painting	1	LS	$4,000.00	$4,000.00										$4,000.00
11i	Instrumentation	1	LS	$15,000.00	$15,000.00		**1.00**	1.00		$15,000.00	$15,000.00		$15,000.00	100.0%	
11j	Propane Tank Pad	1	LS	$5,000.00	$5,000.00		**1.00**	1.00		$5,000.00	$5,000.00		$5,000.00	100.0%	
11k	Wet Well Top Slab	1	LS	$15,000.00	$15,000.00		**1.00**	1.00		$15,000.00	$15,000.00		$15,000.00	100.0%	
11l	Wet Well Fillet	1	LS	$5,000.00	$5,000.00		**1.00**	1.00		$5,000.00	$5,000.00		$5,000.00	100.0%	
11m	Electrical Enclosure Pad	1	LS	$5,000.00	$5,000.00		**1.00**	1.00		$5,000.00	$5,000.00		$5,000.00	100.0%	
11n	Electrical	1	LS	$90,000.00	$90,000.00		**0.90**	0.90		$81,000.00	$81,000.00		$81,000.00	90.0%	$9,000.00
11o	Integration	1	LS	$105,000.00	$105,000.00	**0.15**	**0.75**	0.90	$15,750.00	$78,750.00	$94,500.00		$94,500.00	90.0%	$10,500.00
12	**Moose Lodge Pump Station**	**1**	**LS**	**$305,000.00**											
12a	Erosion & Sediment Control	1	LS	$4,000.00	$4,000.00		**1.00**	1.00		$4,000.00	$4,000.00		$4,000.00	100.0%	
12b	Seeding and Lanscaping	1	LS	$4,000.00	$4,000.00										$4,000.00
12c	Meter Vault	1	LS	$16,000.00	$16,000.00		**1.00**	1.00		$16,000.00	$16,000.00		$16,000.00	100.0%	
12d	Bypass Pit	1	LS	$6,000.00	$6,000.00		**1.00**	1.00		$6,000.00	$6,000.00		$6,000.00	100.0%	
12e	Process Pipe	1	LS	$54,000.00	$54,000.00		**1.00**	1.00		$54,000.00	$54,000.00		$54,000.00	100.0%	

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Progress Estimate - Unit Price Work

Contractor's Application

For (Contract):	01	Application Number:	18
Application Period:	8/1/26 - 8/31/26	Application Date:	9/3/2026

A					B		C			D	E	F		
Item		Contract Information				Quantity			Payment			Materials Presently Stored (not in C)	Total Completed and Stored to Date (D+E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description	Bid Quantity	Units	Unit Price	Total Value of Item ($)	This Period	Previous to Date	To Date	This Period	Previous to Date	To Date				
12f	Submersible Pumps	1	LS	$90,000.00	$90,000.00		**1.00**	1.00		$90,000.00	$90,000.00		$90,000.00	100.0%	
12g	Instrumentation	1	LS	$6,000.00	$6,000.00		**1.00**	1.00		$6,000.00	$6,000.00		$6,000.00	100.0%	
12h	Wet Well Top Slab	1	LS	$15,000.00	$15,000.00		**1.00**	1.00		$15,000.00	$15,000.00		$15,000.00	100.0%	
12i	Electrical	1	LS	$65,000.00	$65,000.00		**1.00**	1.00		$65,000.00	$65,000.00		$65,000.00	100.0%	
12j	Integration	1	LS	$45,000.00	$45,000.00		**1.00**	1.00		$45,000.00	$45,000.00		$45,000.00	100.0%	
13	**Jetts Farm Pump Station**	**1**	**LS**	**$335,000.00**											
13a	Erosion & Sediment Control	1	LS	$4,000.00	$4,000.00		**1.00**	1.00		$4,000.00	$4,000.00		$4,000.00	100.0%	
13b	Temporary Fence & Barrier	1	LS	$23,000.00	$23,000.00	**0.10**	**0.90**	1.00	$2,300.00	$20,700.00	$23,000.00		$23,000.00	100.0%	
13c	Seeding & Landscaping	1	LS	$3,500.00	$3,500.00										$3,500.00
13d	Meter Vault	1	LS	$16,000.00	$16,000.00		**1.00**	1.00		$16,000.00	$16,000.00		$16,000.00	100.0%	
13e	Bypass Pit	1	LS	$6,000.00	$6,000.00		**1.00**	1.00		$6,000.00	$6,000.00		$6,000.00	100.0%	
13f	Process Pipe	1	LS	$73,500.00	$73,500.00		**1.00**	1.00		$73,500.00	$73,500.00		$73,500.00	100.0%	
13g	Submersible Pumps	1	LS	$102,000.00	$102,000.00		**1.00**	1.00		$102,000.00	$102,000.00		$102,000.00	100.0%	
13h	Instrumentation	1	LS	$4,500.00	$4,500.00		**1.00**	1.00		$4,500.00	$4,500.00		$4,500.00	100.0%	
13i	Pipe Painting	1	LS	$1,500.00	$1,500.00										$1,500.00
13j	Electrical	1	LS	$58,000.00	$58,000.00		**1.00**	1.00		$58,000.00	$58,000.00		$58,000.00	100.0%	
13k	Integration	1	LS	$43,000.00	$43,000.00		**1.00**	1.00		$43,000.00	$43,000.00		$43,000.00	100.0%	
15	**Lakeland Pump Station**	**1**	**LS**	**$1,125,000.00**											
15a	Erosion & Sediment Control	1	LS	$8,000.00	$8,000.00		**1.00**	1.00		$8,000.00	$8,000.00		$8,000.00	100.0%	
15b	Strip / Spread Topsoil	1	LS	$7,000.00	$7,000.00		**1.00**	1.00		$7,000.00	$7,000.00		$7,000.00	100.0%	
15c	Site Grading	1	LS	$23,000.00	$23,000.00		**1.00**	1.00		$23,000.00	$23,000.00		$23,000.00	100.0%	
15d	Construction Entrance / Site Road	1	LS	$16,000.00	$16,000.00		**1.00**	1.00		$16,000.00	$16,000.00		$16,000.00	100.0%	
15e	Clearing & Grubbing	1	LS	$9,500.00	$9,500.00		**1.00**	1.00		$9,500.00	$9,500.00		$9,500.00	100.0%	
15f	Seeding & Landscaping	1	LS	$4,000.00	$4,000.00	**0.05**	**0.95**	1.00	$200.00	$3,800.00	$4,000.00		$4,000.00	100.0%	
15g	Site Fencing	1	LS	$20,000.00	$20,000.00		**1.00**	1.00		$20,000.00	$20,000.00		$20,000.00	100.0%	
15h	Pump Station Wet Well Shoring / Excavation / Backfill	1	LS	$530,000.00	$530,000.00		**1.00**	1.00		$530,000.00	$530,000.00		$530,000.00	100.0%	
15i	Meter Vault	1	LS	$20,000.00	$20,000.00		**1.00**	1.00		$20,000.00	$20,000.00		$20,000.00	100.0%	
15j	Process Pipe	1	LS	$141,000.00	$141,000.00		**1.00**	1.00		$141,000.00	$141,000.00		$141,000.00	100.0%	
15k	Submersible Pumps	1	LS	$15,000.00	$15,000.00		**1.00**	1.00		$15,000.00	$15,000.00		$15,000.00	100.0%	
15l	Instrumentation	1	LS	$7,000.00	$7,000.00		**1.00**	1.00		$7,000.00	$7,000.00		$7,000.00	100.0%	
15m	Pipe Painting	1	LS	$1,000.00	$1,000.00										$1,000.00
15n	Generator & Electrical Pads	1	LS	$8,500.00	$8,500.00		**1.00**	1.00		$8,500.00	$8,500.00		$8,500.00	100.0%	
15o	Electrical	1	LS	$135,000.00	$135,000.00		**1.00**	1.00		$135,000.00	$135,000.00		$135,000.00	100.0%	
15p	Integration	1	LS	$180,000.00	$180,000.00	**0.90**	**0.10**	1.00	$162,000.00	$18,000.00	$180,000.00		$180,000.00	100.0%	
16	Grinder Pump 1	1	LS	$23,000.00	$23,000.00										$23,000.00
17	Grinder Pump 2	1	LS	$23,000.00	$23,000.00										$23,000.00
18	**Bypass Pump - Burr East Pump Station**	**1**	**LS**	**$45,000.00**											
18a	Set Up Bypass Pump & Piping	1	LS	$17,500.00	$17,500.00		**1.00**	1.00		$17,500.00	$17,500.00		$17,500.00	100.0%	
18b	Utilize Bypass Pump & Piping	1	LS	$25,000.00	$25,000.00		**1.00**	1.00		$25,000.00	$25,000.00		$25,000.00	100.0%	
18c	Remove Bypass Pump & Piping	1	LS	$2,500.00	$2,500.00		**1.00**	1.00		$2,500.00	$2,500.00		$2,500.00	100.0%	
19	**Bypass Pump - Jett's Farm Pump Station**	**1**	**LS**	**$36,000.00**											
19a	Set Up Bypass Pump & Piping	1	LS	$13,500.00	$13,500.00		**1.00**	1.00		$13,500.00	$13,500.00		$13,500.00	100.0%	
19b	Utilize Bypass Pump & Piping	1	LS	$20,000.00	$20,000.00		**1.00**	1.00		$20,000.00	$20,000.00		$20,000.00	100.0%	
19c	Remove Bypass Pump & Piping	1	LS	$2,500.00	$2,500.00		**1.00**	1.00		$2,500.00	$2,500.00		$2,500.00	100.0%	
20	**Bypass Pump - Samuel Street Pump Station**	**1**	**LS**	**$15,000.00**											
20a	Set Up Bypass Pump & Piping	1	LS	$5,500.00	$5,500.00		**1.00**	1.00		$5,500.00	$5,500.00		$5,500.00	100.0%	
20b	Utilize Bypass Pump & Piping	1	LS	$7,000.00	$7,000.00		**1.00**	1.00		$7,000.00	$7,000.00		$7,000.00	100.0%	
20c	Remove Bypass Pump & Piping	1	LS	$2,500.00	$2,500.00		**1.00**	1.00		$2,500.00	$2,500.00		$2,500.00	100.0%	
22	**Bypass Pump - Forest Ave Pump Station**	**1**	**LS**	**$13,000.00**											
22a	Set Up Bypass Pump & Piping	1	LS	$5,500.00	$5,500.00										$5,500.00
22b	Utilize Bypass Pump & Piping	1	LS	$5,500.00	$5,500.00										$5,500.00
22c	Remove Bypass Pump & Piping	1	LS	$2,000.00	$2,000.00										$2,000.00
23	**Bypass Pump - 11th Ave Pump Station**	**1**	**LS**	**$13,000.00**											
23a	Set Up Bypass Pump & Piping	1	LS	$5,500.00	$5,500.00										$5,500.00
23b	Utilize Bypass Pump & Piping	1	LS	$5,500.00	$5,500.00										$5,500.00
23c	Remove Bypass Pump & Piping	1	LS	$2,000.00	$2,000.00										$2,000.00
24	**Bypass Pump - Evitt's Run Interceptor**	**1**	**LS**	**$100,000.00**											
24a	Set Up Bypass Pump & Piping (multiple)	1	LS	$25,000.00	$25,000.00		**1.00**	1.00		$25,000.00	$25,000.00		$25,000.00	100.0%	
24b	Utilize Bypass Pump & Piping	1	LS	$50,000.00	$50,000.00		**1.00**	1.00		$50,000.00	$50,000.00		$50,000.00	100.0%	
24c	Remove Bypass Pump & Piping (multiple)	1	LS	$25,000.00	$25,000.00		**1.00**	1.00		$25,000.00	$25,000.00		$25,000.00	100.0%	

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

For (Contract): 01												Application Number: 18			
Application Period: 8/1/26 - 8/31/26												Application Date: 9/3/2026			
A					B			C			D	E	F		
Item		Contract Information				Quantity			Payment						
Bid Item No.	Description	Bid Quantity	Units	Unit Price	Total Value of Item ($)	This Period	Previous to Date	To Date	This Period	Previous to Date	To Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D+E)	% (F / B)	Balance to Finish (B - F)
25	Pump & Haul - Moose Lodge Pump Station	1	LS	$48,000.00	$48,000.00		**1.00**	1.00		$48,000.00	$48,000.00		$48,000.00	100.0%	
26	Pump & Haul - Evitt's Run Interceptor	1	LS	$7,500.00	$7,500.00										$7,500.00
27	Pump & Haul - Magnolia Springs Pump Station	1	LS	$7,500.00	$7,500.00		**1.00**	1.00		$7,500.00	$7,500.00		$7,500.00	100.0%	
28	Pump & Haul - Clearance Drive Pump Station	1	LS	$7,500.00	$7,500.00		**1.00**	1.00		$7,500.00	$7,500.00		$7,500.00	100.0%	
29	4" SDR 35 Sewer	100	LF	$194.00	$19,400.00										$19,400.00
30	6" SDR 35 PVC Sewer (D<8')	20	LF	$92.00	$1,840.00	**43.00**	**12.00**	55.00	$3,956.00	$1,104.00	$5,060.00		$5,060.00	275.0%	-$3,220.00
31	8" SDR PVC Sewer (D<8')	1100	LF	$135.00	$148,500.00		**675.50**	675.50		$91,192.50	$91,192.50		$91,192.50	61.4%	$57,307.50
32	8" SDR PVC Sewer (8<D<12')	200	LF	$192.00	$38,400.00		**70.00**	70.00		$13,440.00	$13,440.00		$13,440.00	35.0%	$24,960.00
33	8" SDR PVC Sewer (D<12')	200	LF	$284.00	$56,800.00	**58.75**	**132.00**	190.75	$16,685.00	$37,488.00	$54,173.00		$54,173.00	95.4%	$2,627.00
34	10" SDR 35 PVC Sewer (D<8')	600	LF	$174.00	$104,400.00		**576.00**	576.00		$100,224.00	$100,224.00		$100,224.00	96.0%	$4,176.00
35	12" SDR PVC	80	LF	$235.00	$18,800.00		**36.00**	36.00		$8,460.00	$8,460.00		$8,460.00	45.0%	$10,340.00
36	30" SDR PVC	2000	LF	$305.00	$610,000.00		**1884.50**	1884.50		$574,772.50	$574,772.50		$574,772.50	94.2%	$35,227.50
37	6" C900 Class 165 PVC Force Main	2200	LF	$135.00	$297,000.00		**4087.58**	4087.58		$551,823.30	$551,823.30		$551,823.30	185.8%	-$254,823.30
38	4" C900 Class 165 PVC Force Main	2800	LF	$115.00	$322,000.00		**2723.08**	2723.08		$313,154.20	$313,154.20		$313,154.20	97.3%	$8,845.80
39	2" SDR 9 HDPE Force Main (Slip Line)	1400	LF	$55.00	$77,000.00		**1370.00**	1370.00		$75,350.00	$75,350.00		$75,350.00	97.9%	$1,650.00
40	1.5" SDR 9 IPS HDPE Force Main (Slip Line)	900	LF	$54.00	$48,600.00										$48,600.00
41	1.25" SDR 9 IPS HDPE for Main	1200	LF	$75.50	$90,600.00		**1136.00**	1136.00		$85,768.00	$85,768.00		$85,768.00	94.7%	$4,832.00
42	4' Diameter Manhole (up to 6')	20	EA	$8,500.00	$170,000.00		**24.00**	24.00		$204,000.00	$204,000.00		$204,000.00	120.0%	-$34,000.00
43	4' Diameter Manhole Extension	50	VF	$650.00	$32,500.00		**33.05**	33.05		$21,482.50	$21,482.50		$21,482.50	66.1%	$11,017.50
44	4' Diameter Doghouse Manhole (up to 6')	10	EA	$8,100.00	$81,000.00		**3.00**	3.00		$24,300.00	$24,300.00		$24,300.00	30.0%	$56,700.00
45	Manhole Frame and Cover - Highway	26	EA	$1,500.00	$39,000.00		**26.00**	26.00		$39,000.00	$39,000.00		$39,000.00	100.0%	
46	Manhole Frame and Cover - Watertight	5	EA	$1,700.00	$8,500.00		**6.00**	6.00		$10,200.00	$10,200.00		$10,200.00	120.0%	-$1,700.00
47	Inside Drop Connection	10	EA	$1,500.00	$15,000.00		**4.00**	4.00		$6,000.00	$6,000.00		$6,000.00	40.0%	$9,000.00
48	Connect to Existing	10	EA	$2,000.00	$20,000.00		**13.00**	13.00		$26,000.00	$26,000.00		$26,000.00	130.0%	-$6,000.00
49	Mainline Cleanout	5	EA	$4,300.00	$21,500.00										$21,500.00
50	Air Release Vacuum Combination Valve Assembly	4	EA	$12,500.00	$50,000.00		**3.00**	3.00		$37,500.00	$37,500.00		$37,500.00	75.0%	$12,500.00
51	Flushing Valve	4	EA	$9,000.00	$36,000.00		**7.00**	7.00		$63,000.00	$63,000.00		$63,000.00	175.0%	-$27,000.00
52	Burr East Force Main Connection	1	LS	$21,000.00	$21,000.00		**1.00**	1.00		$21,000.00	$21,000.00		$21,000.00	100.0%	
53	Jett's Farm Force Main Connection	1	LS	$11,000.00	$11,000.00		**1.00**	1.00		$11,000.00	$11,000.00		$11,000.00	100.0%	
54	Manhole Riser Extension	5	VF	$1,300.00	$6,500.00		**5.00**	5.00		$6,500.00	$6,500.00		$6,500.00	100.0%	
55	Internal Manhole Lining	90	VF	$100.00	$9,000.00		**126.34**	126.34		$12,634.00	$12,634.00		$12,634.00	140.4%	-$3,634.00
56	6" SDR PVC Lateral	200	LF	$102.00	$20,400.00	**84.33**	**140.10**	224.43	$8,601.66	$14,290.20	$22,891.86		$22,891.86	112.2%	-$2,491.86
57	Reconnect Lateral Service Connection	16	EA	$1,400.00	$22,400.00	**3.00**	**10.00**	13.00	$4,200.00	$14,000.00	$18,200.00		$18,200.00	81.3%	$4,200.00
58	8"x6" Wye	14	EA	$420.00	$5,880.00	**1.00**	**12.00**	13.00	$420.00	$5,040.00	$5,460.00		$5,460.00	92.9%	$420.00
59	12" Steel Casing - (Open Cut)	200	LF	$200.00	$40,000.00										$40,000.00
60	16" Steel Casing - (Open Cut)	80	LF	$250.00	$20,000.00										$20,000.00
61	48" Steel Casing - (Open Cut)	80	LF	$1,600.00	$128,000.00										$128,000.00
62	Test Pit Excavation & Refill	7	EA	$5,000.00	$35,000.00		**3.00**	3.00		$15,000.00	$15,000.00		$15,000.00	42.9%	$20,000.00
63	Launching / Receiving Pit	7	EA	$9,000.00	$63,000.00		**5.00**	5.00		$45,000.00	$45,000.00		$45,000.00	71.4%	$18,000.00
64	Asphalt Trench Patch (Base)	80	TON	$400.00	$32,000.00		**197.87**	197.87		$79,148.00	$79,148.00		$79,148.00	247.3%	-$47,148.00
65	Asphalt Trench Patch (Wearing)	60	TON	$350.00	$21,000.00		**162.23**	162.23		$56,780.50	$56,780.50		$56,780.50	270.4%	-$35,780.50
66	Aggregate for Backfill	700	CY	$92.00	$64,400.00		**654.54**	654.54		$60,217.68	$60,217.68		$60,217.68	93.5%	$4,182.32
67	Flowable Fill	50	CY	$400.00	$20,000.00										$20,000.00
68	Remove Manhole	13	EA	$1,300.00	$16,900.00		**18.00**	18.00		$23,400.00	$23,400.00		$23,400.00	138.5%	-$6,500.00
69	Concrete Curb Repair	10	LF	$200.00	$2,000.00										$2,000.00
70	Concrete Driveway Repair	10	CY	$1,800.00	$18,000.00										$18,000.00
71	Miscellaneous DIP Fittings	500	LB	$20.00	$10,000.00		**420.00**	420.00		$8,400.00	$8,400.00		$8,400.00	84.0%	$1,600.00
72	Class B Concrete	50	CY	$500.00	$25,000.00		**44.00**	44.00		$22,000.00	$22,000.00		$22,000.00	88.0%	$3,000.00
73	Shoring / Stabalization After Receiving / Launching Pit - Augustine Ave	1	LS	$10,000.00	$10,000.00		**1.00**	1.00		$10,000.00	$10,000.00		$10,000.00	100.0%	
	Change Orders														
CO-1	B&O Tax	1	LS	$121,480.00	$121,480.00										$121,480.00
CO-2-A	Evitts Run MH Upsize	1	LS	$20,704.00	$20,704.00		**1.00**	1.00		$20,704.00	$20,704.00		$20,704.00	100.0%	
CO-2-B	Lakeland Place - 16th St Access Road	1	LS	$79,983.00	$79,983.00		**1.00**	1.00		$79,983.00	$79,983.00		$79,983.00	100.0%	
CO-2-C	Lakeland Place - ELB 5" Conduit	1420	LF	$71.00	$100,820.00		**1420.00**	1420.00		$100,820.00	$100,820.00		$100,820.00	100.0%	
CO-2-D	Davit Crane Credit	1	LS	-$10,422.36	-$10,422.36		**1.00**	1.00		-$10,422.36	-$10,422.36		-$10,422.36	100.0%	
CO-2-E	Lakeland Place - Potomac Edison	1	LS	$49,987.68	$49,987.68										$49,987.68
CO-3	Augustine Boring	84.5	LF	$2,317.00	$195,786.50		**84.50**	84.50		$195,786.50	$195,786.50		$195,786.50	100.0%	
CO-3	Credit	1	LS	-$231,970.00	-$231,970.00										-$231,970.00
CO-4-A	Evitt's Run - Conduit Relocation	1	LS	$14,003.58	$14,003.58		**1.00**	1.00		$14,003.58	$14,003.58		$14,003.58	100.0%	
CO-4-B	Evitt's Run - Power Pole Removal	1	LS	$9,911.00	$9,911.00		**1.00**	1.00		$9,911.00	$9,911.00		$9,911.00	100.0%	

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Progress Estimate - Unit Price Work

Contractor's Application

For (Contract): 01												Application Number: 18				
Application Period: 8/1/26 - 8/31/26												Application Date: 9/3/2026				
A					B			C			D	E	F			
Item		**Contract Information**				**Quantity**			**Payment**							
Bid Item No.	**Description**	**Bid Quantity**	**Units**	**Unit Price**	**Total Value of Item ($)**	**This Period**	**Previous to Date**	**To Date**	**This Period**	**Previous to Date**	**To Date**	**Materials Presently Stored (not in C)**	**Total Completed and Stored to Date (D+E)**	**% (F / B)**	**Balance to Finish (B - F)**	
CO-4-C	Evitt's Run - Force Main Conflict	1	LS	$13,589.00	$13,589.00		**1.00**	1.00		$13,589.00	$13,589.00		$13,589.00	100.0%		
CO-4-D	Burr East - Wet Well Modification	1	LS	$6,485.16	$6,485.16		**1.00**	1.00		$ 6,485.16	$6,485.16		$6,485.16	100.0%		
	Totals				**$6,444,357.56**				**$226,112.66**	**$5,902,540.06**	**$6,128,652.72**		**$6,128,652.72**	95.1%	**$315,704.84**	

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Stored Material Summary

Contractor's Application

For (Contract):	01	Application Number:	18
Application Period:	8/1/26 - 8/31/26	Application Date:	9/3/2026

A		B	C		D		E		F		G
					Stored Previously				Incorporated in Work		
Bid Item No.	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Storage Location	Description of Materials or Equipment Stored	Application No. when Materials Placed in Storage	Amount ($)	Amount Stored this Month ($)	Subtotal Amount Completed and Stored to Date (D + E)	Date (Month/ Year)	Amount ($)	Materials Remaining in Storage ($) (D + E - F)
11g	27315		HRI Trailer	Burr East Grinder Pumps	4	$33,390.00		$33,390.00	2/2026	$33,390.00	
11g	28718		HRI Trailer	Burr East Grinder Pumps	4	$35,692.65		$35,692.65	2/2026	$35,692.65	
12f	27317		HRI Trailer	Jetts Farm Grinder Pumps	4	$38,700.00		$38,700.00	5/2026	$38,700.00	
12f	28503		HRI Trailer	Jetts Farm Grinder Pumps	4	$34,605.00		$34,605.00	5/2026	$34,605.00	
13g	27316		HRI Trailer	Moose Lodge Grinder Pumps	4	$33,300.00		$33,300.00	5/2026	$33,300.00	
13g	28504		HRI Trailer	Moose Lodge Grinder Pumps	4	$28,811.25		$28,811.25	5/2026	$28,811.25	
36	x122052		Evitts Run	30" PVC	5				7/2025		
36	x345362		Evitts Run	30" PVC	5	$6,450.20		$6,450.20	8/2025	$6,450.20	
36	x346372		Evitts Run	30" PVC	5	$25,318.44		$25,318.44	8/2025	$25,318.44	
36	x347299		Evitts Run	30" PVC	5	$25,318.44		$25,318.44	8/2025	$25,318.44	
36	x356214		Evitts Run	30" PVC	5	$25,318.44		$25,318.44	10/2025	$25,318.44	
42	886402		Evitts Run	Sanitary MH - APS16	5	$5,103.00		$5,103.00	2/2026	$5,103.00	
42	882498		Evitts Run	Sanitary MH - APS26A	5	$41,139.40		$41,139.40	11/2025	$41,139.40	
42	880503		Evitts Run	Sanitary MH - APS27	5	$7,064.25		$7,064.25	2/2026	$7,064.25	
42	876403		Evitts Run	Sanitary MH	5	$4,623.00		$4,623.00	9/2025	$4,623.00	
36	x633532		Evitts Run	30" PVC	6	$25,318.44		$25,318.44	10/2025	$25,318.44	
37	x423369		Burr East	6" HDPE DR 11	6	$12,240.00		$12,240.00	11/2025	$12,240.00	
31	x569471		LP	8" Fusible C900	6	$17,796.18		$17,796.18	4/2026	$17,796.18	
32	x569471		LP	8" Fusible C900	6	$5,567.52		$5,567.52	4/2026	$5,567.52	
33	x569471		LP	8" Fusible C900	6	$4,971.00		$4,971.00	4/2026	$4,971.00	
11g	29342		HRI Trailer	Burr East Grinder Pumps	6	$7,420.00		$7,420.00	5/2026	$7,420.00	
12f	29341		HRI Trailer	Jetts Farm Grinder Pumps	6	$7,900.00		$7,900.00	6/2026	$7,900.00	
15i	895582		Evitts Run	LP Meter Vault	6	$6,449.00		$6,449.00	3/2026	$6,449.00	
42	907465		HRI Trailer	JF Sanitary MH	9	$5,724.00		$5,724.00	5/2026	$5,724.00	
13d	908161		HRI Trailer	JF Meter Vault	9	$3,420.00		$3,420.00	5/2026	$3,420.00	
12c	908161		HRI Trailer	ML Meter Vault	9	$3,351.00		$3,351.00	6/2026	$3,351.00	
12h	908161		HRI Trailer	ML Wet Well Top	9	$4,424.00		$4,424.00	6/2026	$4,424.00	
				Totals		**$449,415.21**		**$449,415.21**		**$449,415.21**	

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Date: October 7, 2026

Charles Town Utility Board
2022 Sewer Collection System Project
Schedule B - Internal Purposes Only

PROJECT COSTS:	APPROVED CONSTRUCTION BUDGET	Resolution No. 31 Request for Payment (RFP) #31 CWSRF #1 CIF # 23	Resolution No. 32 Request for Payment (RFP) #32 CIF # 24	Resolution No. 33 Request for Payment (RFP) #33 Pay App #15 CIF # 25	Resolution No. 34 Request for Payment (RFP) #34 CIF # 26	Resolution No. 35 Request for Payment (RFP) #35 Pay App #16 CIF # 27	Resolution No. 36 Request for Payment (RFP) #36 CIF # 28	Resolution No. 37 Request for Payment (RFP) #37 Pay App #17 CIF # 29	Resolution No. 38 Request for Payment (RFP) #38 CIF # 30	Resolution No. 39 Request for Payment (RFP) #39 Pay App #18 CIF # 31	BALANCE REMAINING
1 CONSTRUCTION CONTRACT											
a. Original Contract 1	$ 6,074,000.00	$ 426,799.08	$ -	$ 145,644.30	$ -	$ 31,965.59	$ -	$ 225,234.09	$ -	$ 203,501.40	$ 757,102.43
b. Change Order 1 - B&O Tax (Note #3)	$ 121,480.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 121,480.00
c. Change Order 2 - (Note #7)	$ 90,264.64	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
d. Change Order 3 - (Note #8)	$ (36,183.50)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
e. Change Order 4 - (Note #10)	$ 43,988.74	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2 CONTINGENCY											
a. Contingency - (Note #1,7 & 11)	$ 20,503.22	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 20,503.22
b. Change Order 2 - (Note #7)	$ 150,807.68	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 49,987.68
c. Change Order 5 - (Note #11)	$ 132,373.10	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 132,373.10
3 LEGAL SERVICES											
a. Project Attorney - (Note #4)	$ 170,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 20,013.91
4 ACCOUNTING SERVICES											
a. Project Account - CPA	$ 30,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 7,787.50
5 ENGINEERING SERVICES											
a. RK&K Engineering fees	$ 596,090.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,259.82
b. GDF Engineering (Construction Admin/RPR) - (Note #6 & #9)	$ 520,000.00	$ -	$ 35,140.93	$ -	$ 26,901.17	$ -	$ 28,920.14	$ -	$ 7,340.40	$ -	$ 22,185.21
6 ADMINISTRATIVE SERVICES											
a. Other Administrative Costs	$ 8,850.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,472.86
7 LANDS/EASEMENTS											
a. Easements	$ 50,600.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,275.00
b. R/W Agent - (Note #2)	$ 100,690.72	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
c. Permits - (Note #2)	$ 6,859.28	$ -	$ -	$ -	$ 1,000.00	$ -	$ -	$ -	$ -	$ -	$ 1,214.28
d. Plats - (Note #2)	$ 14,120.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 79.63
8 Sub Total Line 1-7	**$ 8,094,443.88**	**$ 426,799.08**	**$ 35,140.93**	**$ 145,644.30**	**$ 27,901.17**	**$ 31,965.59**	**$ 28,920.14**	**$ 225,234.09**	**$ 7,340.40**	**$ 203,501.40**	**$ 1,140,734.64**
B. COST OF FINANCING											
9 Registrar Fees	$ 650.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10 Bond Counsel (S&J)	$ 40,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11 Sub Total of Financing - Line 9-10	**$ 40,650.00**										**$ -**
12 Total Project Costs Line 8 + Line 11	**$ 8,135,093.88**	**$ 426,799.08**	**$ 35,140.93**	**$ 145,644.30**	**$ 27,901.17**	**$ 31,965.59**	**$ 28,920.14**	**$ 225,234.09**	**$ 7,340.40**	**$ 203,501.40**	**$ 1,140,734.64**

B. SOURCES OF FUNDS	APPROVED PROJECT FUNDING	Request for Payment (RFP) #31 CWSRF #1 CIF # 23	Request for Payment (RFP) #32 CIF # 24	Request for Payment (RFP) #33 Pay App #15 CIF # 25	Request for Payment (RFP) #34 CIF # 26	Request for Payment (RFP) #35 Pay App #16 CIF # 27	Request for Payment (RFP) #36 CIF # 28	Request for Payment (RFP) #37 Pay App #17 CIF # 29	Request for Payment (RFP) #38 CIF # 30	Request for Payment (RFP) #39 Pay App #18 CIF # 31	BALANCE REMAINING
1 INTERNAL FUNDS											
a. Capacity Improvement Fees	$ 3,375,629.88	$ (210,799.08)	$ (35,140.93)	$ (145,644.30)	$ (27,901.17)	$ (31,965.59)	$ (28,920.14)	$ (225,234.09)	$ (7,340.40)	$ (203,501.40)	$ 816,390.64
b. CTUB Operating Fund	$ 121,480.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 121,480.00
1 Subtotal Internal Funds	**$ 3,497,109.88**	**$ (210,799.08)**	**$ (35,140.93)**	**$ (145,644.30)**	**$ (27,901.17)**	**$ (31,965.59)**	**$ (28,920.14)**	**$ (225,234.09)**	**$ (7,340.40)**	**$ (203,501.40)**	**$ 937,870.64**
2 GRANT FUNDS											
a. State Grant (EEGF)	$ 1,077,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
b. Federal Grant (CWSRF) - "Green Grant"	$ 500,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 202,864.00
2 Subtotal Grant Funds	**$ 1,577,000.00**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 202,864.00**
3 BOND ISSUE											
a. CWSRF Loan - (1%, 40 Year)	$ 2,844,984.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
b. CWSRF Loan - (3%, 20 Year)	$ 216,000.00	$ (216,000.00)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
3 Subtotal Bond Issue	**$ 3,060,984.00**	**$ (216,000.00)**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
4 Total Sources of Funds Line 1-3	**$ 8,135,093.88**	**$ (426,799.08)**	**$ (35,140.93)**	**$ (145,644.30)**	**$ (27,901.17)**	**$ (31,965.59)**	**$ (28,920.14)**	**$ (225,234.09)**	**$ (7,340.40)**	**$ (203,501.40)**	**$ 1,140,734.64**

Note #1 - 12/10/2024 - The CWSRF loan in the amount of $216,016 was shown as $216,000 on the closing documentation. Per the State, the CWSRF loan and the total project costs line items on the Schedule B were reduced by $16.00 to correct the error.

Note #2 - 12/11/2024 - Line item R/W Agent was decreased by $1,444.28 to actual, line item Permits was decreased by $140.72, and the line item for Plats was increased by $1,585.00.

Note #3 - 6/11/2025 - Change Order No. 1 - Upon the denial of the B&O waiver request by the City of Charles Town and the City of Ranson, the CTUB Board approved the payment of the B&O taxes to both municipalities to be paid from internal funds.

Note #4 - 6/25/2025 - Amendment No. 2 was approved to increase project legal services by $30,000, not to exceed $170,000.

Note #5 - 8/5/2025 - Line item Admin Costs was decreased by $1,150 and the line item for Plats was increased by $1,150.

Note #6 - 8/13/2025 - GDF - Task Order for Additional Construction Admin Services approved increase of $120,000 for project engineering CA & RPR services, to be paid from Capacity Improvement Fees.

Note #7 - 10/8/2025 - Change Order No. 2 was approved in the amount of $241,072.32. $150,807.68 to be funded with the CWSRF - Green Grant, the remaining $90,264.64 will be funded with CIF Fees.

Note #8 - 1/15/2026 - Change Order No. 3 was approved, which included an increase of $195,786.50 and a decrease of $231,970.00, resulting in a net reduction to the contract amount of $36,183.50.

Note #9 - 2/25/2026 - GDF - Task Order #2 for Additional RPR Inspection Services approved increase of $100,000, to be

Note #10 - 3/25/2026 - Change Order No. 4 was approved in the amount of $43,988.74 to be funded with CIF Fees.

Note #11 - 6/24/2026 - Change Order No. 5 was approved in the amount of $132,373.10, to be funded with the CWSRF - Green Grant.

CHARLES TOWN UTILITY BOARD

Wednesday, October 7, 2026

Special Meeting

661 South George Street
Charles Town, WV 25414

Proposal for Professional Accounting Services

Attachments:

CTUB 2026 Accounting Services Proposal.pdf

PROPOSAL FOR PROFESSIONAL ACCOUNTING SERVICES

For

CHARLES TOWN UTILITY BOARD

PRESENTED BY COXHOLLIDAYOUNG PLLC

September 21, 2026

April Shultz
Charles Town Utility Board
661 South George Street, Ste. 101
Charles Town, WV 25414

Dear Ms. Shultz:

Thank you for allowing our Firm to propose on your professional accounting service needs.

SCOPE OF ENGAGEMENT

Based on your request and our understanding of your professional service needs, we are proposing to provide the following services:

Annual basis:

- Review and preparation of specific year-end adjusting journal entries.
- Preparation full disclosure compiled financial statements.

As needed basis:

- Assistance with audit related schedules.
- Accounting consultation and/or other specialized accounting assistance.

We propose to perform the services listed under the Scope of Engagement paragraph for the period ending June 30, 2026.

QUALIFICATIONS AND EXPERIENCE

CoxHollidaYoung PLLC was founded in 1963 and is the largest public accounting firm situated in Eastern West Virginia with an office located in downtown Martinsburg with approximately ten (10) professionals. We offer a unique combination of professional services ranging from assurance services, financial and estate planning, business succession planning, business consulting services, business bookkeeping and accounting services and income tax planning and preparation. We are truly large enough to meet your needs, yet small enough to deliver the responsive service you expect.

Our experience in governmental accounting and/or audit includes services to health and welfare entities, county commissions, municipalities, development authorities, public service districts, and other commissions, authorities, and entities.

The firm belongs to the American Institute of Certified Public Accountants (AICPA) and is enrolled in its peer review program. The firm participates in a peer review, conducted by other professionals, every three years. The firm is also an approved Auditor by the West Virginia State Auditor's Office.

Selected listing of Governmental Clients Over Past 5 Years

	2021	2022	2023	2024	2025
Berkeley County Building Commission	Y	Y	Y	Y	Y
Jefferson County Department of Health	Y	Y	Y	Y	Y
Berkeley County Development Authority	Y	Y	Y	Y	Y
Berkeley County, West Virginia	Y	Y	Y	Y	Y
City of Martinsburg, West Virginia**	Y	Y	Y	Y	Y
Harpers Ferry, West Virginia**	Y	Y	Y	Y	Y
Wardensville, West Virginia**	Y	Y	Y	Y	Y
Eastern WV Regional Airport Authority	Y	Y	Y	Y	Y
Jefferson County, West Virginia	N	N	Y	Y	Y
Berkeley County Farmland Protection Board	N	N	N	Y	Y
Harpers Ferry Bolivar PSD**	N	N	N	N	Y
Eastern Panhandle Conservation District	N	N	N	Y	Y
Corporation of Shepherdstown	N	N	N	N	Y
Region 9	Y	Y	Y	Y	Y

*** Includes PSC reporting*

ENGAGEMENT TEAM

The selection of the proper engagement team members is critical to the success of the engagements. CHY is staffed with professionals and support staff to provide the necessary services while preserving responsive, personalized involvement with each client. We have assembled a team of qualified individuals for this engagement to include:

Chuck W. Young, CPA

Chuck is the firm's managing partner. He has worked in public accounting for thirty years and has extensive experience in performing and supervising numerous governmental audits, Rule 42 exhibits, and other accounting and assurance engagements. He has attended numerous PSC seminars and has been involved in many utility rate cases and litigations.

Charli Heilmann, CPA

Charli is the firm's audit and assurance partner. She has approximately 15 years of accounting experience with over 13 years of experience in public accounting, including extensive governmental and not-for-profit engagements. Charli leads the firm's governmental practice including financial statement preparation and daily consulting.

Alyssa Davis

Alyssa is an experienced staff accountant and a member of the firm's business solutions and assurance teams. She has over 6 years of experience in governmental engagements. Alyssa excels in providing monthly business solutions in a flexible and responsive manner that meets client schedules and needs.

All members of your CoxHollidaYoung PLLC engagement team are experienced and have been specially trained to ensure that you receive the highest level of service and value. They also have hands-on experience working with clients with similar operations. The team assigned to your account have had no valid complaints against them throughout the course of their career.

FEES

Our philosophy is to offer you the highest quality of service for a reasonable fee. Maintaining the highest quality training, personnel, and technology in our Firm, is not inexpensive but we believe our clients will expect nothing less. Our fees are set based on the time we believe it is necessary for each member of our team to perform the necessary work and provide a reasonable return to our Firm. We do recognize your need, as our client, to control your costs and believe that we offer reasonable fees because we are local and our size permits us to operate without a large overhead that would escalate fees.

For the services listed in the scope of engagement Annual Basis:

	Water	Sewer
Annual Adjusting Entries	Hourly rates*	Hourly rates*
Financial statement preparation	$10,500	$10,500

**See discounted hourly rates below*

For the services listed in the as needed basis as discounted hourly rates:

	Hourly rate
Chuck Young, CPA	$270
Charli Heilmann, CPA	$190
Alyssa Davis	$115
Other staff deemed necessary	85% of current bill rate (discounted rate)

CoxHollidaYoung PLLC has confidence we have the expertise and staffing to complete the Utility Board's compiled financial statements in a timely manner for audit with a start date of approximately November 15, 2026.

We believe the foregoing meets the requirements of your request for proposal, but if you have any questions, please contact me. We would be pleased to discuss this proposal with you at any time. Thank you again for the opportunity to propose.

Very truly yours,

CoxHollidaYoung PLLC

Charli Heilmann

Charli E. Heilmann, CPA
Assurance Partner

CHARLES TOWN UTILITY BOARD

Wednesday, October 7, 2026

Special Meeting

661 South George Street
Charles Town, WV 25414

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

Attachments:

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

CHARLES TOWN UTILITY BOARD
MAINTENANCE BUILDING PROJECT

RESOLUTION NO. 2
CONTRACTOR'S APPLICATION FOR PAYMENT NO. 2

RESOLUTION OF THE CHARLES TOWN UTILITY BOARD APPROVING CONTRACTOR'S APPLICATION FOR PAYMENT NO. 1 FOR THE MAINTENANCE BUILDING PROJECT AND AUTHORIZING PAYMENT THEREOF

WHEREAS, the Charles Town Utility Board (CTUB) has received Contractor's Application for Payment No. 1 from W. Harley Miller Contractors, Inc. for work completed on the Maintenance Building Project; and

WHEREAS, the application for payment has been reviewed in accordance with the Contract Documents and is recommended for payment; and

WHEREAS, the Maintenance Building Project is a shared CTUB project funded equally from the Water and Sewer Renewal & Replacement accounts.

NOW, THEREFORE, BE IT RESOLVED, by the Charles Town Utility Board that Contractor's Application for Payment No. 2, as summarized below, is hereby approved and payment is authorized as follows:

Vendor	Water Fund (50%)	Sewer Fund (50%)	Total Approved for Payment
W. Harley Miller Contractors, Inc.	$75,060.00	$75,060.00	$150,120.00
TOTAL	**$75,060.00**	**$75,060.00**	**$150,120.00**

ADOPTED BY the Charles Town Utility Board at its meeting held on the 7th day of October, 2026.

By: _____
Micheal George, Chairman

AIA® Document G702™ – 1992

Application and Certificate for Payment

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

PROJECT:
Charles Town Maintenance Building
832 South George Street
Charles Town WV 25414

APPLICATION NO: 2
PERIOD TO: 9/30/2026
CONTRACT FOR:
CONTRACT DATE: 7/8/2026
PROJECT NOS: / /

Distribution to:
OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

FROM CONTRACTOR:
W Harley Miller Contractors, Inc.
P.O Box 945
Martinsburg WV 25402

VIA ARCHITECT:
Gwinn, Dobson & Foreman, Inc.
3121 Fairway Drive
Altoona PA 16602

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
AIA Document G703™, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM	$	1,367,000.00
2. NET CHANGE BY CHANGE ORDERS	$	0.00
3. CONTRACT SUM TO DATE *(Line 1 ± 2)*	$	1,367,000.00
4. TOTAL COMPLETED & STORED TO DATE *(Column G on G703)*	$	196,800.00
5. RETAINAGE:		
a. 10.00 % of Completed Work *(Columns D + E on G703)*	$	19,680.00
b. 0.00 % of Stored Material *(Column F on G703)*	$	0.00
Total Retainage *(Lines 5a + 5b, or Total in Column I of G703)*	$	19,680.00
6. TOTAL EARNED LESS RETAINAGE *(Line 4 minus Line 5 Total)*	$	177,120.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT *(Line 6 from prior Certificate)*	$	27,000.00
8. CURRENT PAYMENT DUE	$	150,120.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE *(Line 3 minus Line 6)*	$	1,189,880.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$ 0.00	$ 0.00
Total approved this month	$ 0.00	$ 0.00
TOTAL	$ 0.00	$ 0.00
NET CHANGES by Change Order	$ 0.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:
By: _____ Date: 9/23/26
State of: West Virginia
County of: Berkeley
Subscribed and sworn to before me this 23rd day of September 2026
Notary Public: Megan Schoolfield
My commission expires: May 6, 2027

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Megan E. Schoolfield
W Harley Miller Contractors Inc.
1193 Hedgesville Rd.
Martinsburg, WV 25403
My Commission Expires May 6, 2027

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... $ 150,120.00
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)
ARCHITECT: Christopher M. Echenrode 9-24-2026
By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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AIA® Document G703™ – 1992

Continuation Sheet

AIA Document G702™–1992, Application and Certificate for Payment, or G732™–2009, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.
In tabulations below, amounts are in US dollars.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 2
APPLICATION DATE: 9/30/2026
PERIOD TO: 9/30/2026
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED *(Not in D or E)*	TOTAL COMPLETED AND STORED TO DATE *(D+E+F)*	% *(G ÷ C)*	BALANCE TO FINISH *(C – G)*	RETAINAGE *(If variable rate)*
			FROM PREVIOUS APPLICATION *(D + E)*	THIS PERIOD					
001	Bonds & Insurance	30,000.00	30,000.00	0.00	0.00	30,000.00	100.00	0.00	3,000.00
002	Supervision	24,500.00	0.00	2,500.00	0.00	2,500.00	10.20	22,000.00	250.00
003	General Conditions	20,000.00	0.00	2,500.00	0.00	2,500.00	12.50	17,500.00	250.00
004	Temporary Facilities	18,500.00	0.00	2,300.00	0.00	2,300.00	12.43	16,200.00	230.00
005	Concrete- Footers	29,000.00	0.00	0.00	0.00	0.00	0.00	29,000.00	0.00
006	Concrete- Slab	85,500.00	0.00	0.00	0.00	0.00	0.00	85,500.00	0.00
007	Carpentry- Rough Carpentry	20,900.00	0.00	0.00	0.00	0.00	0.00	20,900.00	0.00
008	Carpentry- Building Framing	130,000.00	0.00	0.00	0.00	0.00	0.00	130,000.00	0.00
009	Carpentry- Interior Sheathing	10,000.00	0.00	0.00	0.00	0.00	0.00	10,000.00	0.00
010	Insulation	15,000.00	0.00	0.00	0.00	0.00	0.00	15,000.00	0.00
011	Roofing- Standing Seam Metal	120,000.00	0.00	0.00	0.00	0.00	0.00	120,000.00	0.00
012	Caulking & Joint Sealants	2,000.00	0.00	0.00	0.00	0.00	0.00	2,000.00	0.00
013	Overhead Coiling Doors	56,000.00	0.00	0.00	0.00	0.00	0.00	56,000.00	0.00
014	Aluminum Windows- Shop Drawings	1,500.00	0.00	0.00	0.00	0.00	0.00	1,500.00	0.00
015	Aluminum Windows- Windows/Glazing	8,500.00	0.00	0.00	0.00	0.00	0.00	8,500.00	0.00
	GRAND TOTAL								

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AIA Document G703™ – 1992

Continuation Sheet

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A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED *(Not in D or E)*	TOTAL COMPLETED AND STORED TO DATE *(D+E+F)*	% *(G ÷ C)*	BALANCE TO FINISH *(C – G)*	RETAINAGE *(If variable rate)*
			FROM PREVIOUS APPLICATION *(D + E)*	THIS PERIOD					
016	Aluminum Windows- Fabrication	500.00	0.00	0.00	0.00	0.00	0.00	500.00	0.00
017	Aluminum Windows- Installation	2,600.00	0.00	0.00	0.00	0.00	0.00	2,600.00	0.00
018	Aluminum Windows- Caulking	1,500.00	0.00	0.00	0.00	0.00	0.00	1,500.00	0.00
019	Doors, Frames & Hardware	19,500.00	0.00	0.00	0.00	0.00	0.00	19,500.00	0.00
020	Drywall Systems	7,500.00	0.00	0.00	0.00	0.00	0.00	7,500.00	0.00
021	Painting	3,000.00	0.00	0.00	0.00	0.00	0.00	3,000.00	0.00
022	Acoustical Ceilings	1,500.00	0.00	0.00	0.00	0.00	0.00	1,500.00	0.00
023	PVC Liner Panels	19,500.00	0.00	0.00	0.00	0.00	0.00	19,500.00	0.00
024	Signage	1,500.00	0.00	0.00	0.00	0.00	0.00	1,500.00	0.00
025	Toilet Compartments	2,500.00	0.00	0.00	0.00	0.00	0.00	2,500.00	0.00
026	Toilet Accessories	3,000.00	0.00	0.00	0.00	0.00	0.00	3,000.00	0.00
027	Fire Protection	2,500.00	0.00	0.00	0.00	0.00	0.00	2,500.00	0.00
028	Casework	8,000.00	0.00	0.00	0.00	0.00	0.00	8,000.00	0.00
029	Plumbing	109,500.00	0.00	0.00	0.00	0.00	0.00	109,500.00	0.00
030	Mechanical	111,500.00	0.00	0.00	0.00	0.00	0.00	111,500.00	0.00
	GRAND TOTAL								

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AIA® Document G703™ – 1992

Continuation Sheet

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APPLICATION DATE: 9/30/2026
PERIOD TO: 9/30/2026
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED *(Not in D or E)*	TOTAL COMPLETED AND STORED TO DATE *(D+E+F)*	% *(G ÷ C)*	BALANCE TO FINISH *(C – G)*	RETAINAGE *(If variable rate)*
			FROM PREVIOUS APPLICATION *(D + E)*	THIS PERIOD					
031	Electrical	170,000.00	0.00	10,200.00	0.00	10,200.00	6.00	159,800.00	1,020.00
032	Site Work	118,500.00	0.00	82,900.00	0.00	82,900.00	69.96	35,600.00	8,290.00
033	Sidework	1,500.00	0.00	0.00	0.00	0.00	0.00	1,500.00	0.00
034	Clear & Grub	9,500.00	0.00	9,500.00	0.00	9,500.00	100.00	0.00	950.00
035	Erosion & Sediment Control	9,000.00	0.00	2,900.00	0.00	2,900.00	32.22	6,100.00	290.00
036	Landscape Plantings	6,500.00	0.00	0.00	0.00	0.00	0.00	6,500.00	0.00
037	Retaining Walls	7,000.00	0.00	0.00	0.00	0.00	0.00	7,000.00	0.00
038	Mobilization/General Conditions	38,000.00	0.00	29,600.00	0.00	29,600.00	77.89	8,400.00	2,960.00
039	Paving	64,500.00	0.00	0.00	0.00	0.00	0.00	64,500.00	0.00
040	Sanitary Sewar	61,000.00	0.00	24,400.00	0.00	24,400.00	40.00	36,600.00	2,440.00
041	Water	6,000.00	0.00	0.00	0.00	0.00	0.00	6,000.00	0.00
042	Allowance #1	10,000.00	0.00	0.00	0.00	0.00	0.00	10,000.00	0.00
	GRAND TOTAL	1,367,000.00	30,000.00	166,800.00	0.00	196,800.00	14.40	1,170,200.00	19,680.00

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101210ACD44

CHARLES TOWN UTILITY BOARD

MAINTENANCE BUILDING PROJECT

PROJECT BUDGET & EXPENDITURE SCHEDULE

Report Date	October 7, 2026	**Resolution**	Resolution No. 2
Project Type	Shared — Water / Sewer	**Pay Application**	No. 2
Funding Source	Water & Sewer Renewal & Replacement Accounts	**Allocation**	50% Water / 50% Sewer

A. PROJECT BUDGET & EXPENDITURES

Project Component	Approved Budget	Approved Adjustments	Current Budget	Paid Prior	Current Payment	Paid to Date	Remaining Budget
CONSTRUCTION							
Construction Contract	$1,367,000.00	-	$1,367,000.00	$27,000.00	$150,120.00	$177,120.00	$1,189,880.00
CONTINGENCY							
Construction Contingency (5%)	$68,350.00	-	$68,350.00	-	-	-	$68,350.00
ENGINEERING SERVICES							
a.) Conceptual & Final Design	$60,200.00	-	$60,200.00	$60,200.00	-	$60,200.00	-
b.) Geotechnical Services	$8,000.00	-	$8,000.00	$8,000.00	-	$8,000.00	-
c.) Construction Administration	$30,000.00	-	$30,000.00	$1,535.80	-	$1,535.80	$28,464.20
d.) RPR Services	$90,000.00	-	$90,000.00	-	-	-	$90,000.00
OTHER PROJECT COSTS							
Permits — City of Charles Town	$3,530.10	-	$3,530.10	$3,530.10	-	$3,530.10	-
TOTAL PROJECT COSTS	**$1,627,080.10**	**-**	**$1,627,080.10**	**$100,265.90**	**$150,120.00**	**$250,385.90**	**$1,376,694.20**

B. SOURCES OF FUNDS

Funding Source	Approved Funding	Approved Adjustments	Current Funding	Paid Prior	Current Payment	Paid to Date	Remaining Funding
Water Renewal & Replacement Account — 50%	$813,540.05	-	$813,540.05	$50,132.95	$75,060.00	$125,192.95	$688,347.10
Sewer Renewal & Replacement Account — 50%	$813,540.05	-	$813,540.05	$50,132.95	$75,060.00	$125,192.95	$688,347.10
TOTAL FUNDING	**$1,627,080.10**	**-**	**$1,627,080.10**	**$100,265.90**	**$150,120.00**	**$250,385.90**	**$1,376,694.20**

C. CURRENT CONSTRUCTION CONTRACT STATUS

Original Construction Contract	$1,367,000.00
Approved Change Orders	-
Current Construction Contract	$1,367,000.00
Paid Prior to Pay Application No. 1	$27,000.00
Pay Application No. 2	$150,120.00
Paid Including Pay Application No. 2	$177,120.00
Construction Contract Balance	**$1,189,880.00**

D. PROJECT NOTES

06/10/2026 — Construction contract awarded to W. Harley Miller Contractors, Inc. in the amount of $1,367,000.00.

Project is funded equally from the Water and Sewer Renewal & Replacement accounts.

Budget adjustments are recorded only when the approved project budget changes; routine payments do not revise the approved budget.

CHARLES TOWN UTILITY BOARD

Wednesday, October 7, 2026

Special Meeting

661 South George Street
Charles Town, WV 25414

October 7, 2026

Attachments:

Board Report 10.07.26.pdf

Totals by Year-Fund

Fund Description	Fund	Expend Total	Revenue Total	G/L Total	Total
Water	7-50	$60,010.38	$0.00	$67,627.71	$127,638.09
Sewer	7-60	$57,243.87	$0.00	$1,680.00	$58,923.87
	Year Total:	$117,254.25	$0.00	$69,307.71	$186,561.96
Water	X-50	$75,366.87	$0.00	$0.00	$75,366.87
Sewer	X-60	$75,060.00	$0.00	$0.00	$75,060.00
	Year Total:	$150,426.87	$0.00	$0.00	$150,426.87
Total Of All Funds:		$267,681.12	$0.00	$69,307.71	$336,988.83

Totals by Fund

Fund Description	Fund	Expend Total	Revenue Total	G/L Total	Total
Water	50	$135,377.25	$0.00	$67,627.71	$203,004.96
Sewer	60	$132,303.87	$0.00	$1,680.00	$133,983.87
Total Of All Funds:		$267,681.12	$0.00	$69,307.71	$336,988.83

This Packet: $ 336,988.83
Security Deposit Refunds, checks dated 10/07/2026: 1,780.80

Total: $ 338,769.63

TOTAL PAGES: 5

APPROVED BY: _____

APPROVED BY: _____

Charles Town Utility Board
Purchase Order Listing By Vendor Name

Vendor # / P.O. #	PO Date	*Name* / Description	Status	Amount	Void Amount	Contract	PO Type
USBAN005		U.S. BANK					
I2700291	09/30/26	PCARD 9146	Open	$21,301.85	$0.00		
WHARL005		W HARLEY MILLER CONTRACTORS IN					
P2700189	09/30/26	MAINT BUILDING - PAY APP NO. 2	Open	$150,120.00	$0.00	C2700006	C
WVAME005		WV AMERICAN WATER					
I2700282	09/10/26	SHUTOFFS, RECONNECTS	Open	$1,360.00	$0.00		
I2700290	10/01/26	USAGE DATA - 6,522	Open	$704.40	$0.00		
			Vendor Total:	**$2,064.40**			

Total Purchase Orders: 64 Total P.O. Line Items: 0 Total List Amount: $336,988.83 Total Void Amount: $0.00

Vendor # / P.O. #	PO Date	*Name* / Description	Status	Amount	Void Amount	Contract	PO Type
INWOO005		INWOOD QUARRY, INC.	*Account Continued*				
			Vendor Total:	**$3,301.81**			
IRONM005		IRON MOUNTAIN, INC					
I2700273	09/30/26	SHREDDING, STORAGE	Open	$1,833.53	$0.00		
JPRFB005		JP & RF BURNS PARTNERSHIP					
I2700289	10/07/26	SEP LOADS - 28	Open	$5,152.00	$0.00		
KAYCA005		KAY CASTO & CHANEY PLLC					
I2700275	09/23/26	GENERAL: THRU 8/31/26	Open	$1,740.00	$0.00		
I2700276	09/23/26	WVAW: THRU 8/31/26	Open	$2,076.00	$0.00		
I2700277	09/23/26	CIF PSC CASE: THRU 8/31/26	Open	$300.00	$0.00		
			Vendor Total:	**$4,116.00**			
MOUNT015		MOUNTAIN STATE MACHINE TOOL IN					
P2700182	10/02/26	WORM GEAR CTWWTP	Open	$5,075.00	$0.00		
PATTO005		PATTON BUILDING SERVICES					
I2700286	09/30/26	CLEANING SEP	Open	$533.00	$0.00		
ROBER025		ROBERT LYNN KERSHNER					
P2700167	09/28/26	SRV CALL REPAIR BRIAR RUN PS	Open	$1,820.00	$0.00		
P2700172	09/29/26	SRV CALL STONE SPRING PS	Open	$2,459.00	$0.00		
			Vendor Total:	**$4,279.00**			
SHENA005		SHENANDOAH SALES & SERVICE INC					
P2700157	09/22/26	MISC TRUCK REPAIRS	Open	$1,914.43	$0.00		
SNYDE005		SNYDER ENVIRONMENTAL SERVICES					
P2700075	08/14/26	DECANT LINE/VALVE WTP	Open	$9,980.00	$0.00		
STONE005		STONER ENTERPRISES INC					
I2700278	09/24/26	COOLER RENTAL@ 661 S GEORGE ST	Open	$15.55	$0.00		
I2700279	09/29/26	SVC@ 661 S GEORGE ST	Open	$111.63	$0.00		
			Vendor Total:	**$127.18**			
TMOBI005		T-MOBILE					
I2700280	09/21/26	MONTHLY CELL SERVICE	Open	$534.73	$0.00		
CITHO005		THE CI THORNBURG CO, INC.					
P2700170	09/28/26	CHEMICAL AT WTP	Open	$3,881.58	$0.00		
THOMA005		THOMAS NALLS					
I2700297	10/07/26	OCT TANK LOT RENT	Open	$4,215.63	$0.00		
TROJA005		TROJAN TECHNOLOGIES CORP					
P2700109	08/27/26	REBUILD UV RACK TWWTP	Open	$2,445.00	$0.00		
TYLER005		TYLER TECHNOLOGIES					
I2700281	10/01/26	ERP PRO ANNUAL FEES	Open	$4,014.95	$0.00		

Charles Town Utility Board
Purchase Order Listing By Vendor Name

Vendor # / P.O. #	PO Date	*Name* / Description	Status	Amount	Void Amount	Contract	PO Type
DODSO010		DODSON SEPTIC SERVICES, LLC					
P2700176	09/30/26	KINGS XING PS HAUL/DISPOSAL	Open	$320.00	$0.00		
ENVIR030		ENVIROMIX INC					
P2700164	09/25/26	DIGESTOR COMPRESSION VALVES CT	Open	$3,600.00	$0.00		
FCIGR005		FCI GROUP LLC					
P2700173	09/29/26	NEW TIRES-SEWER TRUCK	Open	$1,202.85	$0.00		
P2700183	10/02/26	TIRES FOR MOWING TRAILER-SEWER	Open	$351.45	$0.00		
			Vendor Total:	**$1,554.30**			
FRSEC005		FRSECURE LLC					
P2700096	08/25/26	INFORMATION SECURITY SUPPORT	Open	$3,100.00	$0.00		
GERAL005		GERALD TAYLOR CO., INC.					
I2700266	09/22/26	PUMP / TRANSPORT	Open	$897.00	$0.00		
I2700267	09/22/26	TRANSPORT	Open	$1,086.75	$0.00		
I2700283	09/28/26	PUMP / TRANSPORT	Open	$959.79	$0.00		
I2700292	09/30/26	PUMP / TRANSPORT	Open	$847.66	$0.00		
I2700293	09/30/26	TRANSPORT	Open	$966.00	$0.00		
			Vendor Total:	**$4,757.20**			
GUTTM005		GUTTMAN ENERGY					
I2700268	09/20/26	W/E 9/20/26	Open	$2,047.36	$0.00		
I2700269	09/27/26	W/E 9/27/26	Open	$2,836.87	$0.00		
			Vendor Total:	**$4,884.23**			
GWIND005		GWIN DOBSON & FOREMAN INC					
I2700298	09/30/26	WA RETAINER SVCS	Open	$965.94	$0.00		
I2700299	09/30/26	WW RETAINER SVCS	Open	$1,707.60	$0.00		
			Vendor Total:	**$2,673.54**			
HDSUP005		HD SUPPLY INC					
P2700136	09/11/26	CHRIS H	Open	$61.15	$0.00		
P2700139	09/14/26	CHRIS H	Open	$166.20	$0.00		
P2700144	09/16/26	TUSC BLUE WHITE PUMP SPARE PTS	Open	$271.74	$0.00		
P2700150	09/18/26	MISC SEWER PLANT	Open	$3,157.38	$0.00		
P2700175	09/29/26	MISC WTP	Open	$941.31	$0.00		
			Vendor Total:	**$4,597.78**			
HENRY005		HENRY TWAROG					
I2700270	10/07/26	PER DIEM: 10/18 - 10/23/26	Open	$374.00	$0.00		
HESCO005		HESCO GROUP LLC					
P2700024	07/14/26	SAMPLER PM CT & TUSC	Open	$2,600.00	$0.00		
INWOO005		INWOOD QUARRY, INC.					
I2700271	09/11/26	I10 & C2 PICKUPS: 9/11/26	Open	$917.62	$0.00		
I2700272	09/24/26	C2 PICKUPS: 9/24/26	Open	$1,298.60	$0.00		
I2700288	10/01/26	C2 & I10 PICKUPS: 10/01/26	Open	$1,085.59	$0.00		

Charles Town Utility Board
Purchase Order Listing By Vendor Name

Ranges	Item Status	Purchase Types	Misc
Range: *First to Last*	***Open:*** *N*	***Bid:*** *Y*	***P.O. Type:*** *All*
Rcvd Batch Id Range: *First to Last*	***Void:*** *N*	***State:*** *Y*	***Format:*** *Condensed*
Paid Date Range: *10/07/26 to 06/30/27*	***Paid:*** *Y*	***Other:*** *Y*	***Include Non-Budgeted:*** *Y*
	Held: *N*	***Exempt:*** *Y*	***Prior Year Only:*** *N*
	Aprv: *N*		***Vendors:*** *All*
	Rcvd: *N*		

Vendor # / P.O. #	PO Date	*Name* / Description	Status	Amount	Void Amount	Contract	PO Type
AMERI015		AMERIGAS PROPANE LP					
I2700274	09/30/26	TANK RENTAL: ODEN DR	Open	$192.29	$0.00		
ANDRE005		ANDREAS HALE					
I2700287	10/07/26	PER DIEM: 10/26 - 10/27/26	Open	$119.00	$0.00		
APPAR005		APPARATAUS REPAIR & ENGINEERIN					
P2700131	09/10/26	REWIND MOTOR SLUDGE PUMP WTP	Open	$4,626.97	$0.00		
AUTOZ005		AUTOZONE, INC					
P2700178	09/30/26	DEF FLUID	Open	$96.95	$0.00		
CASTO005		CASTO & HARRIS, INC.					
I2700263	09/23/26	LASER CKS	Open	$201.35	$0.00		
CHARL005		CHARLES TOWN UTILITY BOARD					
I2700294	10/07/26	AUG FUNDING	Open	$31,964.98	$0.00		
CHRIS005		CHRIS HUTZLER					
I2700264	10/07/26	PER DIEM: 10/18 - 10/23/26	Open	$374.00	$0.00		
CITYN005		CITY NATIONAL BANK					
I2700285	10/01/26	LOCKBOX SVCS: SEP	Open	$450.72	$0.00		
CITYO005		CITY OF CHARLES TOWN					
I2700295	09/30/26	UB COLLECTIONS SEP	Open	$25,753.65	$0.00		
COMPR005		COMPRESSED AIR SERVICES, INC					
P2700179	10/02/26	COMPRESSOR SERVICE WTP	Open	$4,219.33	$0.00		
COOLE005		COOLEY PUBLIC STRATEGIES, LLC					
I2700284	10/01/26	OCT 2026 PROFF SVCS	Open	$7,118.56	$0.00		
COREM005		CORE & MAIN INC					
P2700087	08/24/26	WATER STOCK	Open	$494.16	$0.00		
P2700099	08/25/26	STOCK ORDER MAINTENANCE	Open	$301.68	$0.00		
P2700159	09/23/26	METER STOCK	Open	$700.00	$0.00		
P2700162	09/24/26	DIRT DEWATERING BAG	Open	$225.80	$0.00		
P2700177	09/30/26	SEWER STOCK	Open	$730.80	$0.00		
			Vendor Total:	**$2,452.44**			
CORPO005		CORPORATION OF RANSON					
I2700296	09/30/26	SEP UT COLLECTIONS	Open	$5,693.45	$0.00		
DERIC005		DERICK TITUS					
I2700265	10/07/26	PER DIEM: 10/18 - 10/23/26	Open	$374.00	$0.00		

CHARLES TOWN UTILITY BOARD

Wednesday, October 7, 2026

Special Meeting

661 South George Street
Charles Town, WV 25414

Next Meeting - October 14, 2026 at 4:00 P.M.