CHARLES TOWN UTILITY BOARD
AGENDA

TUESDAY, FEBRUARY 18, 2020

Special Meeting | **661 South George Street, Charles Town, WV 25414** | **9:00 AM**

****NOTE MEETING LOCATION CHANGE****

Call to Order

I. Route 9 Sewer Project - Approval Of:

I.1 Notice of Award to Snyder Environmental Services, Inc.

Notice of Award.pdf

I.2 Agreement Between Owner and Contractor for Construction Contract (Stipulated Price)

(Possible Executive Session of the Board pursuant to the following statutory exception to the Open Governmental Proceeds Act:
WV State Code Section §6-9A-4(b) (9) - To consider matters involving or affecting the purchase, sale or lease of property, advance construction planning, the investment of public funds or other matters involving commercial competition, which if made public, might adversely affect the financial or other interest of the state or any political subdivision and involving contract matters.)

Agreement Between Owner and Contractor.pdf

I.3 Change Order No. 1 with Memorandum of Negotiation for Change Order - Remove Bid Alternate #1

Change Order No. 1.pdf

I.4 Change Order No. 2 with Memorandum of Negotiation for Change Order - Reduced Scope of Work

Change Order No. 2.pdf

I.5 Notice to Proceed - To commence on February 24, 2020 (Contingent upon receipt of Payment and Performance Bonds and Certificate of Insurance)

Notice to Proceed.pdf

II. Railroad Agreements Approval:

II.1 Norfolk Southern License for Route 9 Sewer Project

Norfolk Southern Agreement.pdf

II.2 CSX Contract No. CSX866791

CSX Agreement.pdf

Adjournment

NOTICE OF AWARD

Date of Issuance: February 18, 2020

Owner:	City of Charles Town c/o Charles Town Utility Board	Owner's Contract No.:	
Engineer:	Hatch Associates Consultants, Inc.	Engineer's Project No.:	H-359787
Project:	Route 9 Sewer Project	Contract Name:	Route 9 Sewer Project
Bidder:	Snyder Environmental Services, Inc.		

Bidder's Address: 270 Industrial Boulevard, Kearneysville, WV 25430

TO BIDDER:

You are notified that Owner has accepted your Bid dated January 21, 2020 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Construction of the Route 9 Sewer Project

The Contract Price of the awarded Contract is:	Base Bid:	$ 7,291,848.00
	Bid Alternate No. 1:	$ 1,162,000.00
	Total Bid Price:	$ 8,453,848.00

Five (5) unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents has been transmitted or made available to Bidder electronically.

☒ a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of this Notice of Award:

1. Deliver to Owner five (5) counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security *[e.g., performance and payment bonds]* and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): None.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: _____
Authorized Signature

By: _____

Title: _____

Copy: Engineer

This document is a MODIFIED version of EJCDC® C-510, Copyright © 2013 by the National Society of Professional Engineers, American Society of Civil Engineers, and American Council of Engineering Companies, or is based in part on excerpts from EJCDC documents. Those portions of the text that originated in published EJCDC documents remain subject to the copyright.

AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between The Charles Town Utility Board ("Owner") and Snyder Environmental Services, Inc. ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

2.02 The Route 9 Infrastructure project comprises construction of approximately 6 miles of gravity and forcemain sewer lines, including manholes, casing pipes, and appurtenances, and as well as two sewer pumping stations.

2.03 The sewer project extends from the northern boundary of the Jefferson Orchard property, under the CSX Transportation railroad south within the WVDOH Route 9 right-of-way to Wiltshire Road, then along War Admiral Boulevard and Mildred Street. The sewer alignment then departs from Mildred Street, crossing private property and the Norfolk Southern railroad to connect to an existing sewer manhole along the Baker Place right-of-way within the Potomac Town Center development.

ARTICLE 3 – ENGINEER

3.01 The part of the Project that pertains to the Work has been designed by Hatch Associates Consultants, Inc. 704 Quince Orchard Road, Suite 310, Gaithersburg, Maryland 20878.

3.02 The Owner has retained Hatch Associates Consultants, Inc. ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

This document is a MODIFIED version of EJCDC® C-520, Copyright © 2013 by the National Society of Professional Engineers, American Society of Civil Engineers, and American Council of Engineering Companies, or is based in part on excerpts from EJCDC documents. Those portions of the text that originated in published EJCDC documents remain subject to the copyright.

4.02 *Contract Times: Dates*

A. The Work will be substantially completed within 210 days from Notice to Proceed (NTP), and fully completed ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 270 days of NTP.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner $1,000.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.

2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner $1,000.00 for each day that expires after such time until the Work is completed and ready for final payment.

3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – COST OF THE WORK

6.01 Cost of the Work shall be determined as provided in Paragraph 13.01 of the General Conditions.

ARTICLE 7 – PAYMENT PROCEDURES

7.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

7.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 20th day of each month during

This document is a MODIFIED version of EJCDC® C-520, Copyright © 2013 by the National Society of Professional Engineers, American Society of Civil Engineers, and American Council of Engineering Companies, or is based in part on excerpts from EJCDC documents. Those portions of the text that originated in published EJCDC documents remain subject to the copyright.

performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

    1) 90 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

    2) 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

7.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 8 – INTEREST

8.01 All amounts not paid when due shall bear interest at the rate of one percent per annum.

ARTICLE 9 – CONTRACTOR'S REPRESENTATIONS

9.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

This document is a MODIFIED version of EJCDC® C-520, Copyright © 2013 by the National Society of Professional Engineers, American Society of Civil Engineers, and American Council of Engineering Companies, or is based in part on excerpts from EJCDC documents. Those portions of the text that originated in published EJCDC documents remain subject to the copyright.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 10 – ACCOUNTING RECORDS

10.01 Contractor shall keep such full and detailed accounts of materials incorporated and labor and equipment utilized for the Work consistent with the requirements of Paragraph 13.01.E of the General Conditions and as may be necessary for proper financial management under this Agreement. Subject to prior written notice, Owner shall be afforded reasonable access during normal business hours to all Contractor's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner.

ARTICLE 11 – CONTRACT DOCUMENTS

11.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement (pages 78 to 84, inclusive).
2. Performance bond (pages 1 to 3, inclusive).

This document is a MODIFIED version of EJCDC® C-520, Copyright © 2013 by the National Society of Professional Engineers, American Society of Civil Engineers, and American Council of Engineering Companies, or is based in part on excerpts from EJCDC documents. Those portions of the text that originated in published EJCDC documents remain subject to the copyright.

3. Payment bond (pages 1 to 3, inclusive).
4. General Conditions (pages 108 to 179, inclusive).
5. Supplementary Conditions (pages 180 to 202, inclusive).
6. Specifications as listed in the table of contents of the Project Manual.
7. Drawings (not attached but incorporated by reference) consisting of 83 sheets with each sheet bearing the following general title: Route 9 Sewer Project.
8. Addenda (numbers 1 to 2, inclusive).
9. Exhibits to this Agreement (enumerated as follows):
    a. Contractor's Bid (pages 46 to 49, inclusive).
10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    a. Notice to Proceed.
    b. Work Change Directives.
    c. Change Orders.
    d. Field Orders.

B. The documents listed in Paragraph 11.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 11.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 12 – MISCELLANEOUS

12.01 *Terms*

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

12.02 *Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

12.03 *Successors and Assigns*

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

This document is a MODIFIED version of EJCDC® C-520, Copyright © 2013 by the National Society of Professional Engineers, American Society of Civil Engineers, and American Council of Engineering Companies, or is based in part on excerpts from EJCDC documents. Those portions of the text that originated in published EJCDC documents remain subject to the copyright.

12.04 *Severability*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

12.05 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

12.06 *Other Provisions*

A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

This document is a MODIFIED version of EJCDC® C-520, Copyright © 2013 by the National Society of Professional Engineers, American Society of Civil Engineers, and American Council of Engineering Companies, or is based in part on excerpts from EJCDC documents. Those portions of the text that originated in published EJCDC documents remain subject to the copyright.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on February 24, 2020 (which is the Effective Date of the Contract).

OWNER:	CONTRACTOR:
_____	_____
By: _____	By: _____
Title: _____	Title: _____ *(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*
Attest: _____	Attest: _____
Title: _____	Title: _____
Address for giving notices:	Address for giving notices:
_____	_____
_____	_____
_____	_____
	License No.: _____ *(where applicable)*
(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)	*NOTE TO USER: Use in those states or other jurisdictions where applicable or required.*

This document is a MODIFIED version of EJCDC® C-520, Copyright © 2013 by the National Society of Professional Engineers, American Society of Civil Engineers, and American Council of Engineering Companies, or is based in part on excerpts from EJCDC documents. Those portions of the text that originated in published EJCDC documents remain subject to the copyright.

CHANGE ORDER

Change Order No. 1

Date of Issuance:	**February 18, 2020**	Effective Date:	**February 18, 2020**
Owner:	**Charles Town Utility Board**	Owner's Contract No.:	
Contractor:	**Snyder Environmental Services, Inc.**	Contractor's Project No.:	
Engineer:	**Hatch Associates Consultants, Inc.**	Engineer's Project No.:	**H-359787**
Project:	**Route 9 Sewer Project**	Contract Name:	**Route 9 Sewer Project**

The Contract is modified as follows upon execution of this Change Order:

Description: **Remove Bid Alternate No. 1**

Attachments: *[List documents supporting change]*

CHANGE IN CONTRACT PRICE	**CHANGE IN CONTRACT TIMES** *[note changes in Milestones if applicable]*
Original Contract Price: **$ 8,453,848.00**	Original Contract Times: Substantial Completion: **210 days** Ready for Final Payment: **270 days**
[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: **$ NA**	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: **NA** Ready for Final Payment: **NA**
Contract Price prior to this Change Order: **$ 8,453,848.00**	Contract Times prior to this Change Order: Substantial Completion: **210 days** Ready for Final Payment: **270 days**
~~[Increase]~~ [Decrease] of this Change Order: **$ <1,162,000.00>**	[Increase] [Decrease] of this Change Order: Substantial Completion: **0 days** Ready for Final Payment: **0 days**
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:

	Substantial Completion: **210 days**
$ 7,291,848.00	Ready for Final Payment: **270 days**

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____	By: _____	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____

CHANGE ORDER

Change Order No. 2

Date of Issuance:	**February 18, 2020**	Effective Date:	**February 18, 2020**
Owner:	**Charles Town Utility Board**	Owner's Contract No.:	
Contractor:	**Snyder Environmental Services, Inc.**	Contractor's Project No.:	
Engineer:	**Hatch Associates Consultants, Inc.**	Engineer's Project No.:	**H-359787**
Project:	**Route 9 Sewer Project**	Contract Name:	**Route 9 Sewer Project**

The Contract is modified as follows upon execution of this Change Order:

Description: **Reduce Scope of Work as defined in the attached "Snyder Revised Bid Proposal", dated 2/13/2020.**

Attachments: *[List documents supporting change]*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES *[note changes in Milestones if applicable]*
Original Contract Price: **$ 8,453,848.00**	Original Contract Times: Substantial Completion: **210 days** Ready for Final Payment: **270 days**
~~[Increase]~~ [Decrease] from previously approved Change Orders No. 1 to No. 1: **$ <1,162,000.00>**	[Increase] [Decrease] from previously approved Change Orders No. 1 to No. 1: Substantial Completion: **0 days** Ready for Final Payment: **0 days**
Contract Price prior to this Change Order: **$ 7,291,848.00**	Contract Times prior to this Change Order: Substantial Completion: **210 days** Ready for Final Payment: **270 days**
~~[Increase]~~ [Decrease] of this Change Order: **$ <1,177,551.00>**	[Increase] [Decrease] of this Change Order: Substantial Completion: **0 days** Ready for Final Payment: **0 days**
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:

$ 6,114,297.00	Substantial Completion: 210 days Ready for Final Payment: 270 days

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____	By: _____	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____

SNYDER REVISED BID PROPOSAL 2-13-2020

Client BID #	Description	ORIGINAL Bid Quantity	NEW Bid Quantity	Unit	ORIGINAL UNIT PRICES	NEW UNIT PRICES	ORIGINAL BID TOTAL	NEW Bid Total
1	MOBILIZATION	1.00	1.00	LS	$ 600,000.00	$ 600,000.00	$ 600,000.00	600,000.00
2	TRAFFIC CONTROL	1.00	1.00	LS	$ 27,700.00	$ 27,700.00	$ 27,700.00	27,700.00
3	EROSION AND SEDIMENT CONTROL	1.00	1.00	LS	$ 60,000.00	$ 60,000.00	$ 60,000.00	60,000.00
4	GRAVITY SEWER 6" & 8", OPEN CUT	1,085.00	1,085.00	LF	$ 107.00	$ 107.00	$ 116,095.00	116,095.00
5	GRAVITY SEWER 10", OPEN CUT	1,014.00	1,014.00	LF	$ 101.00	$ 101.00	$ 102,414.00	102,414.00
6	GRAVITY SEWER 12", OPEN CUT	3,567.00	3,567.00	LF	$ 119.00	$ 119.00	$ 424,473.00	424,473.00
7	GRAVITY SEWER 15", OPEN CUT	3,776.00	3,776.00	LF	$ 130.00	$ 130.00	$ 490,880.00	490,880.00
8	FORCE-MAIN (6"-4"-6") OPEN CUT	4,149.00	4,149.00	LF	$ 127.00	$ 121.00	$ 526,923.00	502,029.00
9	FORCE-MAIN (6"-4"-6") IN EX. RT. 9 CASING	265.00	265.00	LF	$ 252.00	$ 252.00	$ 66,780.00	66,780.00
10	FORCE-MAIN (6"-4"-6") AIR VAULT & INTERNALS	1.00	2.00	EA	$ 42,500.00	$ 8,370.00	$ 42,500.00	16,740.00
11	FORCE-MAIN (6"-4"-6") FLUSHING VAULT & INTERNALS	3.00	0.00	EA	$ 36,500.00	$ 7,890.00	$ 109,500.00	0.00
12	FORCE-MAIN (6"-4"-6") COMBINED AIR/FLUSH VAULT & I	2.00	0.00	EA	$ 45,500.00	$ 45,500.00	$ 91,000.00	0.00
12.a	FORCE-MAIN (6"-4"-6") AIR	0.00	4.00	EA		$ 8,370.00	$ -	33,480.00
13	FORCE-MAIN (8"-6"-8") OPEN CUT	11,646.00	11,646.00	LF	$ 93.00	$ 93.00	$ 1,083,078.00	1,083,078.00
14	FORCE-MAIN (8"-6"-8") AIR VAULT & INTERNALS	2.00	6.00	EA	$ 32,400.00	$ 8,370.00	$ 64,800.00	50,220.00
15	FORCE-MAIN (8"-6"-8") FLUSHING VAULT & INTERNALS	11.00	0.00	EA	$ 41,500.00	$ 7,890.00	$ 456,500.00	0.00
16	FORCE-MAIN (8"-6"-8") COMBINED AIR/FLUSH VAULT & I	5.00	0.00	EA	$ 50,600.00	$ 50,600.00	$ 253,000.00	0.00
16A	FORCE-MAIN (8"-6"-8") AIR	0.00	15.00	EA		$ 8,370.00	$ -	125,550.00
17	FORCE-MAIN MISC. DIP FITTINGS, IF DIRECTED	2,000.00	2,000.00	LBS	$ 7.00	$ 7.00	$ 14,000.00	14,000.00
18	CONCRETE CLASS B, IF DIRECTED	100.00	100.00	CY	$ 435.00	$ 435.00	$ 43,500.00	43,500.00
19	CASING 24" BORED, W/ 10" GRAVITY SEWER	62.00	62.00	LF	$ 540.00	$ 540.00	$ 33,480.00	33,480.00
20	CASING 24" BORED, W/ 12" GRAVITY SEWER	94.00	94.00	LF	$ 532.00	$ 532.00	$ 50,008.00	50,008.00
21	CASING 30" BORED, W/ 6"-4"-6" FORCE-MAINS	130.00	130.00	LF	$ 620.00	$ 596.00	$ 80,600.00	77,480.00
22	CASING 30" BORED, W/ 15" GRAVITY SEWER	162.00	162.00	LF	$ 779.00	$ 779.00	$ 126,198.00	126,198.00
23	CASING 36" BORED, W/ 8"-6"-8" FORCE-MAINS	141.00	141.00	LF	$ 692.00	$ 692.00	$ 97,572.00	97,572.00
24	CASING 14" OPEN CUT, W/ 6" GRAVITY SEWER	66.00	0.00	LF	$ 157.00	$ 157.00	$ 10,362.00	0.00
25	CASING 34" OPEN CUT, W/ 8"-6"- 8" FORCE-MAINS	117.00	0.00	LF	$ 290.00	$ 290.00	$ 33,930.00	0.00
26	MANHOLE, 4'-DIA. (UP TO 6' DEEP)	44.00	44.00	EA	$ 7,630.00	$ 7,630.00	$ 335,720.00	335,720.00
27	MANHOLE BV-03 (DOGHOUSE), 4'-DIA. (UP TO 6' DEEP)	1.00	1.00	EA	$ 7,500.00	$ 7,500.00	$ 7,500.00	7,500.00
28	MANHOLE DC-02 (DOGHOUSE), 4'-DIA. (UP TO 6' DEEP)	1.00	1.00	EA	$ 7,500.00	$ 7,500.00	$ 7,500.00	7,500.00
29	MANHOLE EXTENSION, 4'-DIA.	130.00	130.00	VF	$ 167.00	$ 167.00	$ 21,710.00	21,710.00
30	MANHOLE DROP CONNECTION, TYPE A	1.00	1.00	EA	$ 3,550.00	$ 3,550.00	$ 3,550.00	3,550.00
31	MANHOLE DROP CONNECTION, TYPE B	5.00	5.00	EA	$ 5,000.00	$ 5,000.00	$ 25,000.00	25,000.00
32	MANHOLE BV-22, FOR TRANSITION	1.00	1.00	EA	$ 13,500.00	$ 13,500.00	$ 13,500.00	13,500.00
33	MANHOLE CH-20, FOR TRANSITION	1.00	1.00	EA	$ 13,500.00	$ 13,500.00	$ 13,500.00	13,500.00
34	SEWER MARKER	98.00	98.00	EA	$ 105.00	$ 105.00	$ 10,290.00	10,290.00
35	CONNECTION TO EX. FACILITIES, AT MANHOLE 11V	1.00	1.00	LS	$ 7,500.00	$ 7,500.00	$ 7,500.00	7,500.00
36	CONNECTION TO EX. FACILITIES, AT MANHOLE BV-03	1.00	1.00	LS	$ 7,500.00	$ 7,500.00	$ 7,500.00	7,500.00
37	CONNECTION TO EX. FACILITIES, AT MANHOLE DC-02	1.00	1.00	LS	$ 7,500.00	$ 7,500.00	$ 7,500.00	7,500.00
38	PUMP STATION, WAR ADMIRAL	1.00	1.00	LS	$ 1,260,000.00	$ 1,260,000.00	$ 1,260,000.00	1,260,000.00
	bio swale deduct							(6,000.00)
	scada deduct							(8,000.00)
	control deduct							(50,000.00)
	electrical deduct							(12,750.00)
	Fetterville buildings (COMB AIR AND ELECTRIAL SHELTER)							(40,000.00)
	electric crane deduct							(18,000.00)
	FENCE deduct							(11,000.00)
	LANDSCAPING TREES deduct							(8,185.00)
39	RESTORATION, STATE (WVDOH) ROAD	290.00	290.00	SY	$ 76.00	$ 76.00	$ 22,040.00	22,040.00
40	RESTORATION, ASPHALT DRIVEWAY	320.00	320.00	SY	$ 62.00	$ 62.00	$ 19,840.00	19,840.00
41	RESTORATION, ASPHALT BIKE PATH	140.00	140.00	SY	$ 315.00	$ 315.00	$ 44,100.00	44,100.00
42	RESTORATION, GRAVEL ROAD OR DRIVE	2,170.00	2,170.00	SY	$ 15.00	$ 15.00	$ 32,550.00	32,550.00
43	RESTORATION, UNIMPROVED (GRASS) SURFACE	80,460.00	80,460.00	SY	$ 3.00	$ 3.00	$ 241,380.00	241,380.00
44	CULVERT 12" TO 30", OPEN CUT	60.00	60.00	LF	$ 150.00	$ 150.00	$ 9,000.00	9,000.00
45	ABANDONMENT OF WATER WELL	1.00	1.00	LS	$ 3,000.00	$ 3,000.00	$ 3,000.00	3,000.00
46	EXCAVATION AND BACKFILLING BELOW SUBGRADE	500.00	500.00	CY	$ 45.00	$ 45.00	$ 22,500.00	22,500.00
47	ALLOWANCE - WVDOH COSTS	1.00	0.00	LS	$ 100,000.00	$ -	$ 100,000.00	0.00
48	ALLOWANCE - RAIL PROTECTIVE SERVICES	1.00	0.00	LS	$ 60,000.00	$ -	$ 60,000.00	0.00
49	ALLOWANCE - SINKHOLE REPAIR, SOIL FOR CAP	25.00	25.00	CY	$ 30.00	$ 30.00	$ 750.00	750.00
50	ALLOWANCE - SINKHOLE REPAIR, CLASS 10 AGGREGATE	25.00	25.00	CY	$ 50.00	$ 50.00	$ 1,250.00	1,250.00
51	ALLOWANCE - SINKHOLE REPAIR, CLASS 1 AGGREGATE BAS	25.00	25.00	CY	$ 50.00	$ 50.00	$ 1,250.00	1,250.00
52	ALLOWANCE - SINKHOLE REPAIR, SPECIAL ROCK FILL	25.00	25.00	CY	$ 50.00	$ 50.00	$ 1,250.00	1,250.00
53	ALLOWANCE - SINKHOLE REPAIR, RIP-RAP	25.00	25.00	CY	$ 75.00	$ 75.00	$ 1,875.00	1,875.00
54	ALLOWANCE - SINKHOLE REPAIR, IMPERVIOUS CORE	500.00	500.00	SF	$ 10.00	$ 10.00	$ 5,000.00	5,000.00
							$ 7,291,848.00	6,114,297.00
ALT	ALTERNATE BID, NORTHPORT PUMP STATION	1.00		LS	$ 1,162,000.00		$ 1,162,000.00	
						TOTAL ORIGINAL BID	$ 8,453,848.00	

MEMORANDUM OF NEGOTIATION
FOR CHANGE ORDER

PROJECT NAME: Route 9 Sewer Project
CONTRACT NO. _____ **CHANGE ORDER NO.** 2 **DATE:** February 18, 2020
LOCATION: City of Charles Town, WV
PARTIES ATTENDING: Snyder Environmental Service, Inc. and CTUB Staff

DESCRIPTION OF CHANGE ORDER:

As identified in Change Order No. 2

CONTRACTOR'S COMMENTS (Price Proposal):

In favor of the Change Order

ENGINEER'S COMMENTS:

In favor of the Change Order

OWNER'S COMMENTS:

In favor of the Change Order

RESULTS:

All parties are agreeable to Change Order #2 which decreases the contract amount by $1,177,551.00
As identified by the yellow highlighted Bid Items on the attached Snyder Revised Bid Proposal, dated 2/13/2020 – attached for reference.

TIME CHANGE: 0 days

Signatures of Acceptance

Contractor: _____

Engineer: Richard Travers, PE

Owner: _____

NOTICE TO PROCEED

Owner:	City of Charles Town c/o Charles Town Utility Board	Owner's Contract No.:	
Contractor:	Snyder Environmental Services, Inc.	Contractor's Project No.:	
Engineer:	Hatch Associates Consultants, Inc.	Engineer's Project No.:	H-359787
Project:	Route 9 Sewer Project	Contract Name:	Route 9 Sewer Project
		Effective Date of Contract:	February 24, 2020

TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on February 24, 2020. *[see Paragraph 4.01 of the General Conditions]*

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement, Substantial Completion is within 210 days from Notice to Proceed (NTP), and fully completed ready for final payment within 270 days of NTP.

Before starting any Work at the Site, Contractor must comply with the following:

All permit conditions.

Owner: _____

Authorized Signature

By: _____

Title: _____

Date Issued: February 24, 2020

Copy: Engineer

This document is a MODIFIED version of EJCDC® C-550, Copyright © 2013 by the National Society of Professional Engineers, American Society of Civil Engineers, and American Council of Engineering Companies, or is based in part on excerpts from EJCDC documents. Those portions of the text that originated in published EJCDC documents remain subject to the copyright.

THIS AGREEMENT, dated as of the _____ day of _____, 20___ is made and entered into by and between

NORFOLK SOUTHERN RAILWAY COMPANY, a Virginia corporation, whose mailing address is Three Commercial Place, Norfolk, Virginia 23510 (hereinafter called "Railway"); and

THE CITY OF CHARLES TOWN, a West Virginia political subdivision, whose mailing address is 108 West Congress Street, Charles Town, West Virginia 25414 (hereinafter called "Licensee").

WITNESSETH

WHEREAS, Licensee proposes to install, maintain, operate and remove an underground crossing of a 15-inch PVC sewer pipeline in a 30-inch steel casing pipe (hereinafter called the "Facilities") located in, under and across the right-of-way or property and any tracks of Railway, at or near:

- Milepost H-25.81, Hagerstown-Shenandoah Line
- Latitude N 39.32089, Longitude W 77.856318
- Ranson, Jefferson County, West Virginia
- Valuation Section 6, Map 6, Stationing 11273+10

the same to be located in accordance with and limited to the installation shown on print of drawings marked Exhibits A and B, received July 5, 2018 and Pipe Data Sheet attached hereto and made a part hereof; and

WHEREAS, Licensee desires a license to use such right-of-way or property of Railway for the installation, construction, maintenance, operation and removal of the Facilities.

NOW, THEREFORE, for and in consideration of the premises, the payment of a non-refundable, non-assignable one-time fee in the amount of TWENTY-ONE THOUSAND THREE HUNDRED AND 00/100 DOLLARS ($21,300.00) (hereinafter called the "Fee") to cover the Risk Financing Fee (as hereinafter defined) in the amount of $1,000.00 and a one-time occupancy fee in the amount of $20,300.00 and the covenants hereinafter set forth, Railway hereby permits and grants to Licensee, insofar as Railway has the right to do so, without warranty and subject to all encumbrances, covenants and easements to which Railway's title may be subject, the right to use and occupy so much of Railway's right-of-way or property as may be necessary for the installation, construction, maintenance, operation and removal of the Facilities (said right-of-way or property of Railway being hereinafter collectively called the "Premises"), upon the following terms and conditions:

1. Use and Condition of the Premises. The Premises shall be used by Licensee only for the installation, construction, maintenance, operation and removal of the Facilities and for no other purpose without the prior written consent of Railway, which consent may be withheld by Railway in its sole discretion. Licensee accepts the Premises in their current "as is" condition, as

suited for the installation and operation of the Facilities, and without the benefit of any improvements to be constructed by Railway.

2. Installation of the Facilities; Railway Support. Licensee shall, at its expense, install, construct, maintain and operate the Facilities on a lien-free basis and in such a manner as will not interfere with the operations of Railway, or endanger persons or property of Railway. Such installation, construction, maintenance and operation of the Facilities shall be in accordance with (a) the plans and specifications (if any) shown on the prints attached hereto and any other specifications prescribed by Railway, (b) applicable laws, regulations, ordinances and other requirements of federal, state and local governmental authorities, and (c) applicable specifications adopted by the American Railway Engineering and Maintenance-of-Way Association, when not in conflict with the applicable plans, specifications, laws, regulations, ordinances or requirements mentioned in (a) and (b), above. All underground pipes must have secondary pipe containment if the material flowing through the pipeline poses a safety or environmental hazard. Any change to the character, capacity or use of the Facilities shall require execution of a new agreement.

3. Railway Support. Railway shall, at Railway's option, furnish, at the sole expense of Licensee, labor and materials necessary, in Railway's sole judgment, to support its tracks and to protect its traffic (including, without limitation, flagging) during the installation, maintenance, repair, renewal or removal of the Facilities.

4. Electronic Interference. Licensee will provide Railway with no less than sixty (60) days advance written notice prior to the installation and operation of cathodic protection in order that tests may be conducted on Railway's signal, communications and other electronic systems (hereinafter collectively called the "Electronic Systems") for possible interference. If the Facilities cause degradation of the Electronic Systems, Licensee, at its expense, will either relocate the cathodic protection or modify the Facilities to the satisfaction of Railway so as to eliminate such degradation. Such modifications may include, without limiting the generality of the foregoing, providing additional shielding, reactance or other corrective measures deemed necessary by Railway. The provisions of this paragraph 4 shall apply to the Electronic Systems existing as of the date of this Agreement and to any Electronic Systems that Railway may install in the future.

5. Corrective Measures. If Licensee fails to take any corrective measures requested by Railway in a timely manner, or if an emergency situation is presented which, in Railway's judgment, requires immediate repairs to the Facilities, Railway, at Licensee's expense, may undertake such corrective measures or repairs as it deems necessary or desirable.

6. Railway Changes. If Railway shall make any changes, alterations or additions to the line, grade, tracks, structures, roadbed, installations, right-of-way or works of Railway, or to the character, height or alignment of the Electronic Systems, at or near the Facilities, Licensee shall, upon thirty (30) days prior written notice from Railway and at its sole expense, make such changes in the location and character of the Facilities as, in the opinion of the chief engineering officer of Railway, shall be necessary or appropriate to accommodate any construction, improvements, alterations, changes or additions of Railway.

7. Assumption of Risk. Unless caused solely by the negligence of Railway or caused solely by the willful misconduct of Railway, Licensee hereby assumes all risk of damage to the Facilities and Licensee's other property relating to its use and occupation of the Premises or business carried on the Premises and any defects to the Premises; and Licensee hereby indemnifies Railway, its officers, directors, agents and employees from and against any liability for such damage.

8. Entry Upon Premises. Prior to commencement of any work to be performed on or about the Premises, Licensee shall notify the appropriate Division Engineer for the scheduling of protection and inspection. Within seventy-two (72) hours after the Division Engineer's actual receipt of such notification, the Division Engineer shall review the necessity and availability of flagmen for the proposed work and advise Licensee of such matters and the estimated cost therefor. No work shall be permitted on or about the Premises without the presence of Railway's flagman or the Division Engineer's waiver of the requirement for flag protection. Entry on or about the Premises or any other Railway right-of-way without the Division Engineer's prior approval shall be deemed trespassing. Licensee agrees to pay Railway, within thirty (30) days after delivery of an invoice therefor, for any protection and inspection costs incurred by Railway, in Railway's sole judgment, during any such entry.

9. Liens; Taxes. Licensee will not permit any mechanic's liens or other liens to be placed upon the Premises, and nothing in this Agreement shall be construed as constituting the consent or request of Railway, express or implied, to any person for the performance of any labor or the furnishing of any materials to the Premises, nor as giving Licensee any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that could give rise to any mechanic's liens or other liens against the Premises. In addition, Licensee shall be liable for all taxes levied or assessed against the Facilities and any other equipment or other property placed by Licensee within the Premises. In the event that any such lien shall attach to the Premises or Licensee shall fail to pay such taxes, then, in addition to any other right or remedy available to Railway, Railway may, but shall not be obligated to, discharge the same. Any amount paid by Railway for any of the aforesaid purposes, together with related court costs, attorneys' fees, fines and penalties, shall be paid by Licensee to Railway within ten (10) days after Railway's demand therefor.

10. Indemnification. Licensee hereby agrees to indemnify and save harmless Railway, its officers, directors, agents and employees, from and against any and all liabilities, claims, losses, damages, expenses (including attorneys' fees) or costs for personal injuries (including death) and property damage to whomsoever or whatsoever occurring (hereinafter collectively called "Losses") that arise in any manner from (a) the installation, construction, maintenance, operation, presence or removal of, or the failure to properly install, construct, maintain, operate or remove, the Facilities, or (b) any act, omission or neglect of Licensee, its agents, servants, employees or contractors in connection therewith, unless caused solely by the negligence of Railway or caused solely by the willful misconduct of Railway.

11. Insurance.

(a) Without limiting in any manner the liability and obligations assumed by Licensee under any other provision of this Agreement, and as additional protection to Railway, Licensee shall, at its expense, pay the Risk Financing Fee set forth in subparagraph (i) below and shall procure and maintain with insurance companies satisfactory to Railway, the insurance policies described in subparagraphs (ii) and (iii).

(i) Upon execution of this Agreement, Licensee shall pay Railway a risk financing fee of $1,000 per installation (herein called the "Risk Financing Fee") to provide Railroad Protective Liability Insurance or such supplemental insurance (which may be self-insurance) as Railway, in its sole discretion, deems to be necessary or appropriate.

(ii) Prior to commencement of installation or maintenance of the Facilities or entry on Railway's property, Licensee, and its contractor if it employs one, shall procure and maintain for the course of said installation and maintenance, a general liability insurance policy naming Railway as an additional insured, and containing products and completed operations and contractual liability coverage, with a combined single limit of not less than $1,000,000 for each occurrence.

(iii) Prior to commencement of any subsequent maintenance of the Facility during the term of this Agreement, unless Railway elects to make available and Licensee pays the then current risk financing fee for each affected installation, Licensee, or its contractor if it employs one, shall furnish Railway with an original Railroad Protective Liability Insurance Policy naming Railway as the named insured and having a limit of not less than a combined single limit of $2,000,000 each occurrence and $6,000,000 aggregate. Such policy shall be written using Insurance Services Offices Form Numbers CG 00 35 01 10 01.

(b) All insurance required under preceding subsection (a) shall be underwritten by insurers and be of such form and content as may be acceptable to Railway. Prior to commencement of installation or maintenance of the Facilities or any entry on Railway's property, Licensee, or its contractor if it employs one, shall: furnish to Railway's Risk Manager, Three Commercial Place, Norfolk, Virginia 23510-2191 (or such other representative and/or address as subsequently given by Railway to Licensee in writing), for approval, the original policy described in subsection (a)(iii) and a certificate of insurance evidencing the existence of a policy with the coverage described in subsection (a)(ii).

12. Environmental Matters. Licensee assumes all responsibility for any environmental obligations imposed under applicable laws, regulations, ordinances or other requirements of federal, state and local governmental authorities relating to (a) the installation, construction, maintenance, operation or removal of the Facilities, including notification and reporting of any releases, and (b) any contamination of any property, water, air or groundwater arising or resulting, in whole or in part, from Licensee's operation or use of the Premises pursuant to this Agreement. In addition, Licensee shall obtain any necessary permits to install, construct, maintain, operate or remove the Facilities. Licensee agrees to indemnify and hold

harmless Railway from and against any and all fines, penalties, demands or other Losses (including attorneys' fees) incurred by Railway or claimed by any person, company or governmental entity relating to (a) any contamination of any property, water, air or groundwater due to the use or presence of the Facilities on the Premises, (b) Licensee's violation of any laws, regulations or other requirements of federal, state or local governmental authorities in connection with the use or presence of the Facilities on the Premises or (c) any violation of Licensee's obligations imposed under this paragraph. Without limitation, this indemnity provision shall extend to any cleanup and investigative costs relating to any contamination of the Premises arising or resulting from, in whole or in part, Licensee's use of the Facilities or any other activities by or on behalf of Licensee occurring on or about the Premises. Licensee further agrees not to dispose of any trash, debris or wastes, including hazardous waste, on the Premises and will not conduct any activities on the Premises which would require a hazardous waste treatment, storage or disposal permit.

13. Assignments and Other Transfers.

(a) Licensee shall not assign, transfer, sell, mortgage, encumber, sublease or otherwise convey (whether voluntarily, involuntarily or by operation of law) this Agreement or any interest therein, nor license, mortgage, encumber or otherwise grant to any other person or entity (whether voluntarily, involuntarily or by operation of law) any right or privilege in or to the Premises (or any interest therein), in whole or in part, without the prior written consent of Railway, which consent may be withheld by Railway in its sole discretion. Any such assignment or other transfer made without Railway's prior written consent shall be null and void and, at Railway's option, shall constitute an immediate default of this Agreement. Notwithstanding the foregoing, upon prior written notice to Railway, Licensee may assign this Agreement to a parent, a wholly-owned subsidiary of Licensee or a wholly-owned subsidiary of Licensee's parent without Railway's consent; provided, however, that no such assignment shall relieve Licensee of its obligations under this Agreement.

(b) Railway shall have the right to transfer and assign, in whole or in part, all its rights and obligations hereunder and in or to the Premises. From and after the effective date of any such assignment or transfer, Railway shall be released from any further obligations hereunder; and Licensee shall look solely to such successor-in-interest of Railway for the performance of the obligations of "Railway" hereunder.

14. Meaning of "Railway". The word "Railway" as used herein shall include any other company whose property at the aforesaid location may be leased or operated by Railway. Said term also shall include Railway's officers, directors, agents and employees, and any parent company, subsidiary or affiliate of Railway and their respective officers, directors, agents and employees.

15. Default; Remedies.

(a) The following events shall be deemed to be events of default by Licensee under this Agreement:

(i) Licensee shall fail to pay the Fee or any other sum of money due hereunder and such failure shall continue for a period of ten (10) days after the due date thereof;

(ii) Licensee shall fail to comply with any provision of this Agreement not requiring the payment of money, all of which terms, provisions and covenants shall be deemed material, and such failure shall continue for a period of thirty (30) days after written notice of such default is delivered to Licensee;

(iii) Licensee shall become insolvent or unable to pay its debts as they become due, or Licensee notifies Railway that it anticipates either condition;

(iv) Licensee takes any action to, or notifies Railway that Licensee intends to file a petition under any section or chapter of the United States Bankruptcy Code, as amended from time to time, or under any similar law or statute of the United States or any State thereof; or a petition shall be filed against Licensee under any such statute; or

(v) a receiver or trustee shall be appointed for Licensee's license interest hereunder or for all or a substantial part of the assets of Licensee, and such receiver or trustee is not dismissed within sixty (60) days of the appointment.

(b) Upon the occurrence of any event or events of default by Licensee, whether enumerated in this paragraph 15 or not, Railway shall have the option to pursue any remedies available to it at law or in equity without any additional notices to Licensee. Railway's remedies shall include, but not be limited to, the following: (i) termination of this Agreement, in which event Licensee shall immediately surrender the Premises to Railway; (ii) entry into or upon the Premises to do whatever Licensee is obligated to do under the terms of this License, in which event Licensee shall reimburse Railway on demand for any expenses which Railway may incur in effecting compliance with Licensee's obligations under this License, but without rendering Railway liable for any damages resulting to Licensee or the Facilities from such action; and (iii) pursuit of all other remedies available to Railway at law or in equity, including, without limitation, injunctive relief of all varieties.

16. Railway Termination Right. Notwithstanding anything to the contrary in this Agreement, Railway shall have the right to terminate this Agreement and the rights granted hereunder, after delivering to Licensee written notice of such termination no less than sixty (60) days prior to the effective date thereof, upon the occurrence of any one or more of the following events:

(a) If Licensee shall discontinue the use or operations of the Facilities; or

(b) If Railway shall be required by any governmental authority having jurisdiction over the Premises to remove, relocate, reconstruct or discontinue operation of its railroad on or about the Premises; or

(c) If Railway, in the good faith judgment of its Superintendent, shall require a change in the location or elevation of its railroad on or about the location of the Facilities or the Premises that might effectively prohibit the use or operation of the Facilities; or

(d) If Railway, in the good faith judgment of its Superintendent, determines that the maintenance or use of the Facilities unduly interferes with the operation and maintenance of the facilities of Railway, or with the present or future use of such property by Railway, its lessees, affiliates, successors or assigns, for their respective purposes.

17. Condemnation. If the Premises or any portion thereof shall be taken or condemned in whole or in part for public purposes, or sold in lieu of condemnation, then this Agreement and the rights granted to Licensee hereunder shall, at the sole option of Railway, forthwith cease and terminate. All compensation awarded for any taking (or sale proceeds in lieu thereof) shall be the property of Railway, and Licensee shall have no claim thereto, the same being hereby expressly waived by Licensee.

18. Removal of Facilities; Survival. The Facilities are and shall remain the personal property of Licensee. Upon the expiration or termination of this Agreement, Licensee shall remove the Facilities from the Premises within thirty (30) days after the effective date thereof. In performing such removal, unless otherwise directed by Railway, Licensee shall restore the Premises to the same condition as existed prior to the installation or placement of Facilities, reasonable wear and tear excepted. In the event Licensee shall fail to so remove the Facilities or restore the Premises, the Facilities shall be deemed to have been abandoned by Licensee, and the same shall become the property of Railway for Railway to use, remove, destroy or otherwise dispose of at its discretion and without responsibility for accounting to Licensee therefor; provided, however, in the event Railway elects to remove the Facilities, Railway, in addition to any other legal remedy it may have, shall have the right to recover from Licensee all costs incurred in connection with such removal and the restoration of the Premises. Notwithstanding anything to the contrary contained in this Agreement, the expiration or termination of this Agreement, whether by lapse of time or otherwise, shall not relieve Licensee from Licensee's obligations accruing prior to the expiration or termination date, and such obligations shall survive any such expiration or other termination of this Agreement.

19. Entire Agreement. This Agreement contains the entire agreement of Railway and Licensee and supersedes any prior understanding or agreement between Railway and Licensee respecting the subject matter hereof; and no representations, warranties, inducements, promises or agreements, oral or otherwise, between the parties not embodied in this Agreement shall be of any force or effect.

20. Attorneys' Fees. If Railway should bring any action under this Agreement, or consult or place the Agreement or any amount payable by Licensee hereunder, with an attorney concerning or for the enforcement of any of Railway's rights hereunder, then Licensee agrees in each and any such case to pay to Railway all costs, including but not limited to court costs and attorneys' fees, incurred in connection therewith.

21. Severability. If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby; and it is also the intention of the parties to this Agreement that in lieu of each clause or provision of this Agreement that is illegal, invalid or unenforceable, there be added as a part of this Agreement a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

22. Modifications; Waiver; Successors and Assigns. This Agreement may not be altered, changed or amended, except by instrument in writing signed by both parties hereto. No provision of this Agreement shall be deemed to have been waived by Railway unless such waiver shall be in a writing signed by Railway and addressed to Licensee, nor shall any custom or practice that may evolve between the parties in the administration of the terms hereof be construed to waive or lessen the right of Railway to insist upon the performance by Licensee in strict accordance with the terms hereof. The terms and conditions contained in this Agreement shall apply to, inure to the benefit of, and be binding upon the parties hereto, and upon their respective successors in interest and legal representatives, except as otherwise herein expressly provided. If there shall be more than one Licensee, the obligations hereunder imposed upon Licensee shall be joint and several.

23. Notice. Any and all other notices, demands or requests by or from Railway to Licensee, or Licensee to Railway, shall be in writing and shall be sent by (a) postage paid, certified mail, return receipt requested, or (b) a reputable national overnight courier service with receipt therefor, or (c) personal delivery, and addressed in each case as follows:

If to Railway:
c/o Norfolk Southern Corporation
1200 Peachtree Street, NE - 12th Floor
Atlanta, Georgia 30309-3504
Attention: Director Real Estate

If to Licensee:
City of Charles Town
108 West Congress Street
Charles Town, West Virginia 25414
Attention: Charles Town Utility Board

Either party may, by notice in writing, direct that future notices or demands be sent to a different address. All notices hereunder shall be deemed given upon receipt (or, if rejected, upon rejection).

24. Miscellaneous. All exhibits, attachments, riders and addenda referred to in this License are incorporated into this Agreement and made a part hereof for all intents and purposes. Time is of the essence with regard to each provision of this Agreement. This Agreement shall be construed and interpreted in accordance with and governed by the laws of the State in which the

Premises are located. Each covenant of Railway and Licensee under this Agreement is independent of each other covenant under this Agreement. No default in performance of any covenant by a party shall excuse the other party from the performance of any other covenant. The provisions of Paragraphs 7, 9, 10, 12 and 18 shall survive the expiration or earlier termination of this Agreement.

25. Limitations of Grant. Licensee acknowledges that the license granted hereunder is a quitclaim grant, made without covenants, representations or warranties with respect to Railway's (a) right to make the grant, (b) title in the Premises, or (c) right to use or make available to others the Premises for the purposes contemplated herein. Railway is the owner and/or holder of the Premises subject to the terms and limitations under which it is owned or held, including without limitation conditions, covenants, restrictions, easements (including any pre-existing fiber optic easements or licenses), encroachments, leases, licenses, permits, mortgages, indentures, reversionary interests, fee interests, zoning restrictions and other burdens and limitations, of record and not of record, and to rights of tenants and licensees in possession, and Licensee agrees that the rights licensed hereunder are subject and subordinate to each and all of the foregoing. Licensee accepts this grant knowing that others may claim that Railway has no right to make it, and Licensee agrees to release, hold harmless and indemnify (and, at Railway's election, defend, at Licensee's sole expense, with counsel approved by Railway) Railway, its affiliated companies, and its and their respective officers, directors, agents and employees, from and against any detriments to, or liabilities of, any type or nature arising from such claims, including punitive damages and any forfeitures declared or occurring as a result of this grant.

26. Limitations Upon Damages. Notwithstanding any other provision of this Agreement, Railway shall not be liable for breach of this Agreement or under this Agreement for any consequential, incidental, exemplary, punitive, special, business damages or lost profits, as well as any claims for death, personal injury, and property loss and damage which occurs by reason of, or arises out of, or is incidental to the interruption in or usage of the Facilities placed upon or about the Premises by Licensee, including without limitation any damages under such claims that might be considered consequential, incidental, exemplary, punitive, special, business damages or loss profits.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate, each part being an original, as of the date first above written.

Witness:

NORFOLK SOUTHERN RAILWAY COMPANY

By: _____
Real Estate Manager

_____
As to Railway

Witness:

CITY OF CHARLES TOWN

By: _____

_____
As to Licensee

Title: _____

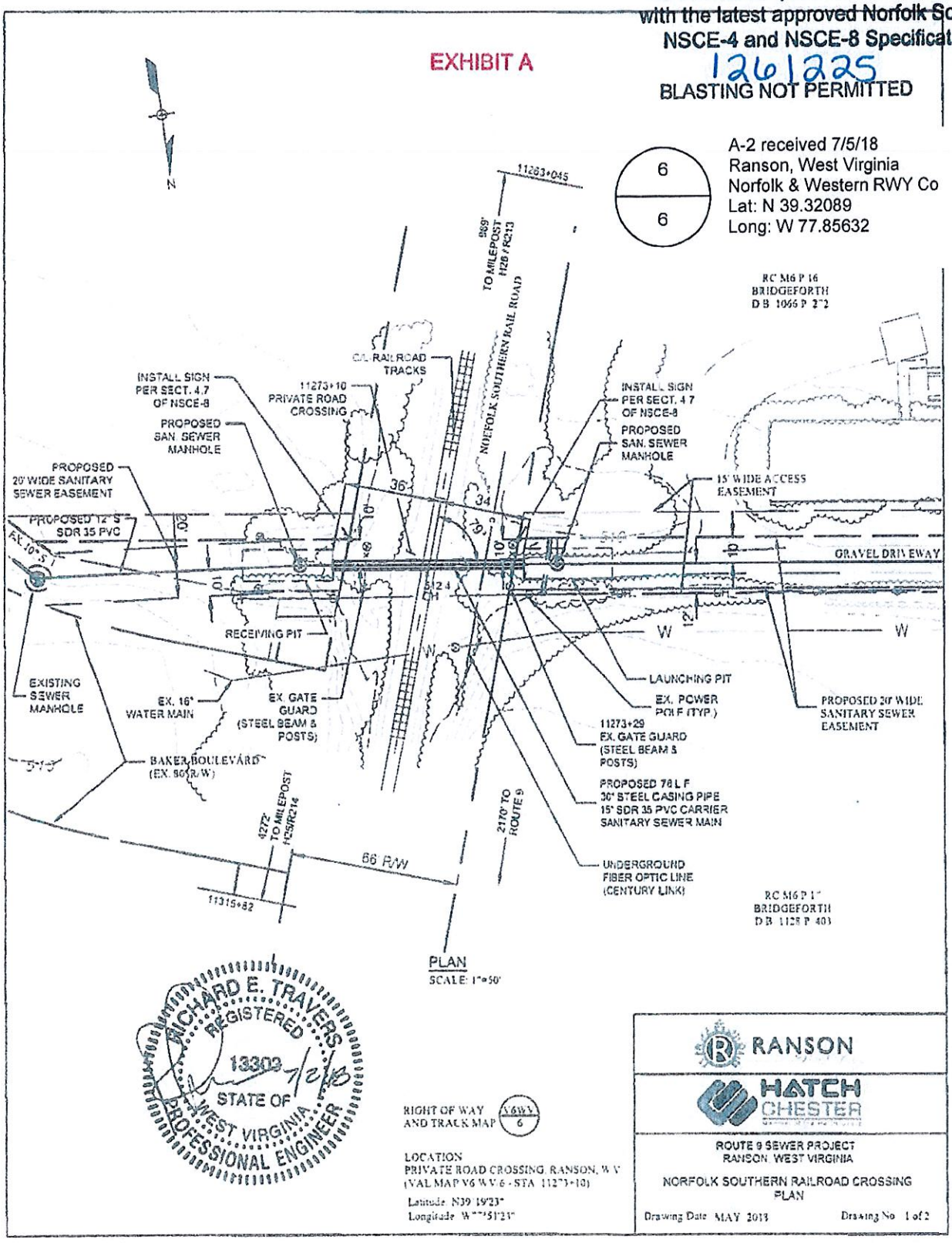
Activity Number 1261225
AMP: September 4, 2018
File No. 1661051v1

All work to be performed in accordance with the latest approved Norfolk Southern NSCE-4 and NSCE-8 Specifications

1261225

BLASTING NOT PERMITTED

EXHIBIT A



PLAN
SCALE: 1"=50'

RICHARD E. TRAVERS REGISTERED 13303 1/2/18 STATE OF WEST VIRGINIA PROFESSIONAL ENGINEER

RIGHT OF WAY AND TRACK MAP V6W3 6

LOCATION
PRIVATE ROAD CROSSING, RANSON, W V
(VAL MAP V6 W V 6 - STA 11273+10)
Latitude N39°19'23"
Longitude W77°51'23"

RANSON

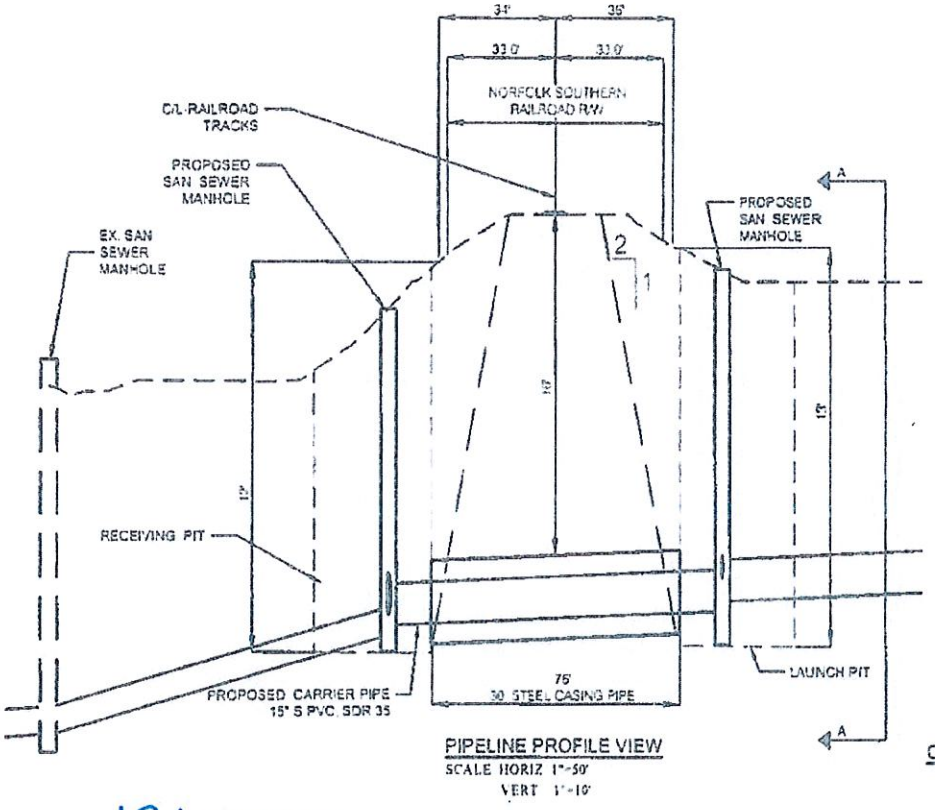
HATCH CHESTER

ROUTE 9 SEWER PROJECT
RANSON, WEST VIRGINIA

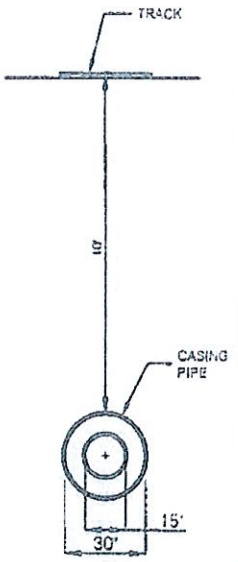
NORFOLK SOUTHERN RAILROAD CROSSING PLAN

Drawing Date MAY 2018 Drawing No 1 of 2

A-2 received 7/5/18
Ranson, West Virginia
Norfolk & Western RWY Co
Lat: N 39.32089
Long: W 77.85632



PIPELINE PROFILE VIEW
SCALE HORIZ 1"=50'
VERT 1"=10'



CROSS SECTION VIEW B-B

1261225

All work to be performed in accordance with the latest approved Norfolk Southern NSCE-4 and NSCE-8 Specifications

BLASTING NOT PERMITTED

NOTES

1. CONTRACTOR SHALL FOLLOW ALL REQUIREMENTS OF NORFOLK SOUTHERN'S NSCE-8 SPECIFICATIONS
2. PIPELINE AND CROSSING TO BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH LAST APPROVED AMERICAN RAILWAY ENGINEERING AND MAINTENANCE-OF-WAY ASSOCIATION
3. BLASTING NOT PERMITTED
4. CONTRACTOR IS TO PROVIDE AND INSTALL NEOPRENE SEALS (CASCADE MODEL CCES OR APPROVED EQUAL) STRAPPED WITH STAINLESS STEEL BANDS AT EACH END OF THE STEEL CASING PIPE

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

EXHIBIT B

6
6

A-2 received 7/5/18
Ranson, West Virginia
Norfolk & Western RWY Co
Lat: N 39.32089
Long: W 77.85632

RANSON

HATCH CHESTER

ROUTE 9 SEWER PROJECT RANSON WEST VIRGINIA

NORFOLK SOUTHERN RAILROAD CROSSING PROFILE

Drawing Date May 2018 Drawing No 2 of 2

FACILITY ENCROACHMENT AGREEMENT

THIS AGREEMENT, Made and effective as of June 11, 2018, by and between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Licensor," and CHARLES TOWN UTILITY BOARD, a municipal corporation of the state of West Virginia, whose mailing address is 832 S. George Street, Charles Town, West Virginia 25414, hereinafter called "Licensee," WITNESSETH:

WHEREAS, Licensee desires to construct (unless previously constructed and designated as existing herein), use and maintain the below described facility(ies), hereinafter called "Facilities," over, under or across property owned or controlled by Licensor, at the below described location(s):

1. One (1) four inch (4") diameter sub-grade pipeline crossing, solely for the conveyance of raw/treated sewage, located at or near Charles Town, Jefferson County, West Virginia, Baltimore Division, Cumberland Subdivision, Milepost BA-91.7, Latitude N39:22:10.00, Longitude W77:52:32.00;

2. One (1) six inch (6") diameter pipeline crossing, solely for the conveyance of raw/treated sewage, located at or near Charles Town, Jefferson County, West Virginia, Baltimore Division, Cumberland Subdivision, Milepost BA-91.7, Latitude N39:22:10.00, Longitude W77:52:32.00;

3. One (1) six inch (6") diameter pipeline crossing, solely for the conveyance of raw/treated sewage, located at or near Charles Town, Jefferson County, West Virginia, Baltimore Division, Cumberland Subdivision, Milepost BA-91.7, Latitude N39:22:10.00, Longitude W77:52:32.00;

hereinafter, called the "Encroachment," as shown on print(s) labeled Exhibit "A," attached hereto and made a part hereof;

NOW, THEREFORE, in consideration of the mutual covenants, conditions, terms and agreements herein contained, the parties hereto agree and covenant as follows:

1. LICENSE:

1.1 Subject to Article 17, Licensor, insofar as it has the legal right, power and authority to do so, and its present title permits, and subject to:

(A) Licensor's present and future right to occupy, possess and use its property within the area of the Encroachment for any and all purposes;

(B) All encumbrances, conditions, covenants, easements, and limitations applicable to Licensor's title to or rights in the subject property; and

(C) Compliance by Licensee with the terms and conditions herein contained;

does hereby license and permit Licensee to construct, maintain, repair, renew, operate, use, alter or change the Facilities at the Encroachment above for the term herein stated, and to remove same upon termination.

1.2 The term Facilities, as used herein, shall include only those structures and ancillary facilities devoted exclusively to the transmission usage above within the Encroachment, and as shown on attached Exhibit A.

1.3 No additional structures or other facilities shall be placed, allowed, or maintained by Licensee in, upon or on the Encroachment except upon prior separate written consent of Licensor.

2. ENCROACHMENT FEE; TERM:

2.1 Licensee shall pay Licensor a one-time nonrefundable Encroachment Fee of FIFTEEN THOUSAND THREE HUNDRED AND 00/100 U.S. DOLLARS ($15,300.00) upon execution of this Agreement. Licensee agrees that the Encroachment Fee applies only to the original Licensee under this Agreement. In the event of a successor (by merger, consolidation, reorganization and/or assignment) or if the original Licensee changes its name, then Licensee shall be subject to payment of Licensor's current administrative and document preparation fees for the cost incurred by Licensor in preparing and maintaining this Agreement on a current basis.

2.2 However, Licensee assumes sole responsibility for, and shall pay directly (or reimburse Licensor), any additional annual taxes and/or periodic assessments levied against Licensor or Licensor's property solely on account of said Facilities or Encroachment.

2.3 This Agreement shall terminate as herein provided, but shall also terminate upon: (a) Licensee's cessation of use of the Facilities or Encroachment for the purpose(s) above; (b) removal of the Facilities; (c) subsequent mutual consent; and/or (d) failure of Licensee to complete installation within five (5) years from the effective date of this Agreement.

2.4 In further consideration for the license or right hereby granted, Licensee hereby agrees that Licensor shall not be charged or assessed, directly or indirectly, with any part of the cost of the installation of said Facilities and appurtenances, and/or maintenance thereof, or for any public works project of which said Facilities is a part.

3. CONSTRUCTION, MAINTENANCE AND REPAIRS:

3.1 Licensee shall construct, maintain, relocate, repair, renew, alter, and/or remove the Facilities, in a prudent, workmanlike manner, using quality materials and complying with any applicable standard(s) or regulation(s) of Licensor (CSXT Specifications), or Licensee's particular industry, National Electrical Safety Code, or any governmental or regulatory body having jurisdiction over the Encroachment.

3.2 Location and construction of Facilities shall be made strictly in accordance with design(s) and specifications furnished to and approved by Licensor and of material(s) and size(s) appropriate for the purpose(s) above recited.

3.3 All of Licensee's work, and exercise of rights hereunder, shall be undertaken at time(s) satisfactory to Licensor, and so as to eliminate or minimize any impact on or interference with the safe use and operation of Licensor's property and appurtenances thereto.

3.4 In the installation, maintenance, repair and/or removal of said Facilities, Licensee shall not use explosives of any type or perform or cause any blasting without the separate express written consent of Licensor. As a condition to such consent, a representative will be assigned by Licensor to monitor blasting, and Licensee shall reimburse Licensor for the entire cost and/or expense of furnishing said monitor.

3.5 Any repairs or maintenance to the Facilities, whether resulting from acts of Licensee, or natural or weather events, which are necessary to protect or facilitate Licensor's use of its property, shall be made by Licensee promptly, but in no event later than thirty (30) days after Licensee has notice as to the need for such repairs or maintenance.

3.6 Licensor, in order to protect or safeguard its property, rail operations, equipment and/or employees from damage or injury, may request immediate repair or renewal of the Facilities, and if the same is not performed, may make or contract to make such repairs or renewals, at the sole risk, cost and expense of Licensee.

3.7 Neither the failure of Licensor to object to any work done, material used, or method of construction or maintenance of said Encroachment, nor any approval given or supervision exercised by Licensor, shall be construed as an admission of liability or responsibility by Licensor, or as a waiver by Licensor of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

3.8 All work on the Encroachment shall be conducted in accordance with Licensor's safety rules and regulations.

3.9 Licensee hereby agrees to reimburse Licensor any loss, cost or expense (including losses resulting from train delays and/or inability to meet train schedules) arising from any failure of Licensee to make repairs or conduct maintenance as required by Section 3.5 above or from improper or incomplete repairs or maintenance to the Facilities or Encroachment.

3.10 In the event it becomes necessary for the Licensee to deviate from the approved Exhibit, Licensee shall seek prior approval from CSXT, or when applicable, an official field representative of CSXT permitted to approve changes, authorizing the necessary field changes and Licensee shall provide CSXT with complete As-Built Drawings of the completed work. As-Built Drawings shall be submitted to Licensor in either electronic or hard copy form upon the substantial completion of the project and upon Licensor's request.

3.11 In the event of large scale maintenance/construction work to railroad bridges Licensee is required to protect power lines with insulated covers or comparable safety devices at their costs during construction/maintenance for safety of railroad employees.

4. PERMITS, LICENSES:

4.1 Before any work hereunder is performed, or before use of the Encroachment for the contracted purpose, Licensee, at its sole cost and expense, shall obtain all necessary permit(s) (including but not limited to zoning, building, construction, health, safety or environmental matters), letter(s) or certificate(s) of approval. Licensee expressly agrees and warrants that it shall conform and limit its activities to the terms of such permit(s), approval(s) and authorization(s), and shall comply with all applicable ordinances, rules, regulations, requirements and laws of any governmental authority (State, Federal or Local) having jurisdiction over Licensee's activities, including the location, contact, excavation and protection regulations of the Occupational Safety and Health Act (OSHA) (29 CFR 1926.651(b)), et al., and State "One Call" - "Call Before You Dig" requirements.

4.2 Licensee assumes sole responsibility for failure to obtain such permit(s) or approval(s), for any violations thereof, or for costs or expenses of compliance or remedy.

5. MARKING AND SUPPORT:

5.1 With respect to any subsurface installation or maintenance upon Licensor's property, Licensee, at its sole cost and expense, shall:

(A) support track(s) and roadbed in a manner satisfactory to Licensor;

(B) backfill with satisfactory material and thoroughly tamp all trenches to prevent settling of surface of land and roadbed of Licensor; and

(C) either remove any surplus earth or material from Licensor's property or cause said surplus earth or material to be placed and distributed at location(s) and in such manner Licensor may approve.

5.2 After construction or maintenance of the Facilities, Licensee shall:

(A) Restore any track(s), roadbed and other disturbed property; and

(B) Erect, maintain and periodically verify the accuracy of aboveground markers, in a form approved by Licensor, indicating the location, depth and ownership of any underground Facilities or related facilities.

5.3 Licensee shall be solely responsible for any subsidence or failure of lateral or subjacent support in the Encroachment area for a period of three (3) years after completion of installation.

6. TRACK CHANGES:

6.1 In the event that rail operations and/or track maintenance result in changes in grade or alignment of, additions to, or relocation of track(s) or other facilities, or in the event future use of Licensor's rail corridor or property necessitate any change of location, height or depth in the Facilities or Encroachment, Licensee, at its sole cost and expense and within thirty (30) days after notice in writing from Licensor, shall make changes in the Facilities or Encroachment to accommodate such track(s) or operations.

6.2 If Licensee fails to do so, Licensor may make or contract to make such changes at Licensee's cost.

7. FACILITY CHANGES:

7.1 Licensee shall periodically monitor and verify the depth or height of the Facilities or Encroachment in relation to the existing tracks and facilities, and shall relocate the Facilities or change the Encroachment, at Licensee's expense, should such relocation or change be necessary to comply with the minimum clearance requirements of Licensor.

7.2 If Licensee undertakes to revise, renew, relocate or change in any manner whatsoever all or any part of the Facilities (including any change in voltage or gauge of wire or any change in circumference, diameter or radius of pipe or change in materials transmitted in and through said pipe), or is required by any public agency or court order to do so, plans therefor shall be submitted to Licensor for approval before such change. After approval, the terms and conditions of this Agreement shall apply thereto.

8. INTERFERENCE WITH RAIL FACILITIES:

8.1 Although the Facilities/Encroachment herein permitted may not presently interfere with Licensor's railroad or facilities, in the event that the operation, existence or maintenance of said Facilities, in the sole judgment of Licensor, causes: (a) interference (including, but not limited to, physical or interference from an electromagnetic induction, or interference from stray or other currents) with Licensor's power lines, communication, signal or other wires, train control system, or electrical or electronic apparatus; or (b) interference in any manner, with the operation, maintenance or use of the rail corridor, track(s), structures, pole line(s), devices, other property, or any appurtenances thereto; then and in either event, Licensee, upon receipt of written notice from Licensor of any such interference, and at Licensee's sole risk, cost and expense, shall promptly make such changes in its Facilities or installation, as may be required in the reasonable judgment of the Licensor to eliminate all such interference. Upon Licensee's failure to remedy or change, Licensor may do so or contract to do so at Licensee's sole cost.

8.2 Without assuming any duty hereunder to inspect the Facilities, Licensor hereby reserves the right to inspect same and to require Licensee to undertake repairs, maintenance or adjustments to the Facilities, which Licensee hereby agrees to make promptly, at Licensee's sole cost and expense.

9. RISK, LIABILITY, INDEMNITY:

With respect to the relative risk and liabilities of the parties, it is hereby agreed that:

9.1 To the fullest extent permitted by State law (constitutional or statutory, as amended), Licensee hereby agrees to, defend, indemnify, and hold Licensor harmless from and against any and all liability, loss, claim, suit, damage, charge or expense which Licensor may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person whomsoever (including officers, agents, employees or invitees of Licensor), and for damage to or loss of or destruction of any property whatsoever, arising out of, resulting from, or in any way connected with the construction, repair, maintenance, replacement, presence, existence, operations, use or removal of the Facilities or any structure in connection therewith, or restoration of premises of Licensor to good order or condition after removal, EXCEPT when proven to have been caused solely by the willful misconduct or gross negligence of Licensor. HOWEVER, to the fullest extent permitted by State law, during any period of actual construction, repair, maintenance, replacement or removal of the Facilities, wherein agents, equipment or personnel of Licensee are on the railroad rail corridor, Licensee's liability hereunder shall be absolute, irrespective of any joint, sole or contributory fault or negligence of Licensor.

9.2 Use of Licensor's rail corridor involves certain risks of loss or damage as a result of the rail operations. Notwithstanding Section 9.1, Licensee expressly assumes all risk of loss and damage to Licensee's Property or the Facilities in, on, over or under the Encroachment, including loss of or any interference with use or service thereof, regardless of cause, including electrical field creation, fire or derailment resulting from rail operations. For this Section, the term "Licensee's Property" shall include property of third parties situated or placed upon Licensor's rail corridor by Licensee or by such third parties at request of or for benefit of Licensee.

9.3 To the fullest extent permitted by State law, as above, Licensee assumes all responsibility for, and agrees to defend, indemnify and hold Licensor harmless from: (a) all claims, costs and expenses, including reasonable attorneys' fees, as a consequence of any sudden or nonsudden pollution of air, water, land and/or ground water on or off the Encroachment area, arising from or in connection with the use of this Encroachment or resulting from leaking, bursting, spilling, or any escape of the material transmitted in or through the Facilities; (b) any claim or liability arising under federal or state law dealing with either such sudden or nonsudden pollution of air, water, land and/or ground water arising therefrom or the remedy thereof; and (c) any subsidence or failure of lateral or subjacent support of the tracks arising from such Facilities leakage.

9.4 Notwithstanding Section 9.1, Licensee also expressly assumes all risk of loss which in any way may result from Licensee's failure to maintain either required clearances for any overhead Facilities or the required depth and encasement for any underground Facilities, whether or not such loss(es) result(s) in whole or part from Licensor's contributory negligence or joint fault.

9.5 Obligations of Licensee hereunder to release, indemnify and hold Licensor harmless shall also extend to companies and other legal entities that control, are controlled by, subsidiaries of, or are affiliated with Licensor, as well as any railroad that operates over the rail corridor on which the Encroachment is located, and the officers, employees and agents of each.

9.6 If a claim is made or action is brought against Licensor, and/or its operating lessee, for which Licensee may be responsible hereunder, in whole or in part, Licensee shall be notified to assume the handling or defense of such claim or action; but Licensor may participate in such handling or defense.

9.7 Notwithstanding anything contained in this Agreement, the limitation of liability contained in the state statutes, as amended from time to time, shall not limit Licensor's ability to collect under the insurance policies required to be maintained under this Agreement.

10. INSURANCE:

10.1 Prior to commencement of surveys, installation or occupation of premises pursuant to this Agreement, Licensee shall procure and shall maintain during the continuance of this Agreement, at its sole cost and expense, a policy of

(i) Statutory Worker's Compensation and Employers Liability Insurance with available limits of not less than ONE MILLION AND 00/100 U.S. DOLLARS ($1,000,000.00), which must contain a waiver of subrogation against CSXT and its Affiliates;

(ii) Commercial General Liability coverage (inclusive of contractual liability) with available limits of not less than FIVE MILLION AND 00/100 U.S. DOLLARS ($5,000,000.00), naming Licensor, and/or its designee, as additional insured and in combined single limits for bodily injury and property damage and covering the contractual liabilities assumed under this Agreement. The evidence of insurance coverage shall be endorsed to provide for thirty (30) days' notice to Licensor, or its designee, prior to cancellation or modification of any policy. Mail CGL certificate, along with agreement, to CSX Transportation, Inc., Speed Code J180, 500 Water Street, Jacksonville, FL 32202. On each successive year, send certificate to RenewalCOI@csx.com.

(iii) Business automobile liability insurance with available limits of not less than ONE MILLION AND 00/100 U.S. DOLLARS ($1,000,000.00) combined single limit for bodily injury and/or property damage per occurrence;

(iv) Such other insurance as Licensor may reasonably require.

10.2 If Licensee's existing CGL policy(ies) do(es) not automatically cover Licensee's contractual liability during periods of survey, installation, maintenance and continued occupation, a specific endorsement adding such coverage shall be purchased by Licensee. If said CGL policy is written on a "claims made" basis instead of a "per occurrence" basis, Licensee

shall arrange for adequate time for reporting losses. Failure to do so shall be at Licensee's sole risk.

10.3 Licensor, or its designee, may at any time request evidence of insurance purchased by Licensee to comply with this Agreement. Failure of Licensee to comply with Licensor's request shall be considered a default by Licensee.

10.4 Securing such insurance shall not limit Licensee's liability under this Agreement, but shall be security therefor.

10.5 (A) In the event Licensee finds it necessary to perform construction or demolition operations within fifty feet (50') of any operated railroad track(s) or affecting any railroad bridge, trestle, tunnel, track(s), roadbed, overpass or underpass, Licensee shall: (a) notify Licensor; and (b) require its contractor(s) performing such operations to procure and maintain during the period of construction or demolition operations, at no cost to Licensor, Railroad Protective Liability (RPL) Insurance, naming Licensor, and/or its designee, as Named Insured, written on the current ISO/RIMA Form (ISO Form No. CG 00 35 01 96) with limits of FIVE MILLION AND 00/100 U.S. DOLLARS ($5,000,000.00) per occurrence for bodily injury and property damage, with at least TEN MILLION AND 00/100 U.S. DOLLARS ($10,000,000.00) aggregate limit per annual policy period, with Pollution Exclusion Amendment (ISO CG 28 31 11 85) if an older ISO Form CG 00 35 is used. The original of such RPL policy shall be sent to and approved by Licensor prior to commencement of such construction or demolition. Licensor reserves the right to demand higher limits.

(B) At Licensor's option, in lieu of purchasing RPL insurance from an insurance company (but not CGL insurance), Licensee may pay Licensor, at Licensor's current rate at time of request, the cost of adding this Encroachment, or additional construction and/or demolition activities, to Licensor's Railroad Protective Liability (RPL) Policy for the period of actual construction. This coverage is offered at Licensor's discretion and may not be available under all circumstances.

10.6 Notwithstanding the provisions of Sections 10.1 and 10.2, Licensee, pursuant to State Statute(s), may self-insure or self-assume, in any amount(s), any contracted liability arising under this Agreement, under a funded program of self-insurance, which fund will respond to liability of Licensee imposed by and in accordance with the procedures established by law.

11. GRADE CROSSINGS; PROTECTION SERVICES:

11.1 Nothing herein contained shall be construed to permit Licensee or Licensee's contractor to move any vehicles or equipment over the track(s), except at public road crossing(s), without separate prior written approval of Licensor.

11.2 If Licensor deems it advisable, during any construction, maintenance, repair, renewal, alteration, change or removal of said Facilities, to place watchmen, flagmen, inspectors or field construction managers for protection of operations of Licensor or others on Licensor's rail corridor at the Encroachment, and to keep persons, equipment or materials away from the

track(s), Licensor shall have the right to do so at the expense of Licensee, but Licensor shall not be liable for failure to do so.

12. LICENSOR'S COSTS:

12.1 Any additional or alternative costs or expenses incurred by Licensor to accommodate Licensee's continued use of Licensor's property as a result of track changes or wire changes shall also be paid by Licensee.

12.2 Licensor's expense for wages ("force account" charges) and materials for any work performed at the expense of Licensee pursuant hereto shall be paid by Licensee within thirty (30) days after receipt of Licensor's bill therefor. Licensor may, at its discretion, request an advance deposit for estimated Licensor costs and expenses.

12.3 Such expense shall include, but not be limited to, cost of railroad labor and supervision under "force account" rules, plus current applicable overhead percentages, the actual cost of materials, and insurance, freight and handling charges on all material used. Equipment rentals shall be in accordance with Licensor's applicable fixed rate. Licensor may, at its discretion, require advance deposits for estimated costs of such expenses and costs.

13. DEFAULT, BREACH, WAIVER:

13.1 The proper and complete performance of each covenant of this Agreement shall be deemed of the essence thereof, and in the event Licensee fails or refuses to fully and completely perform any of said covenants or remedy any breach within thirty (30) days after receiving written notice from Licensor to do so (or within forty-eight (48) hours in the event of notice of a railroad emergency), Licensor shall have the option of immediately revoking this Agreement and the privileges and powers hereby conferred, regardless of encroachment fee(s) having been paid in advance for any annual or other period. Upon such revocation, Licensee shall make removal in accordance with Article 14.

13.2 No waiver by Licensor of its rights as to any breach of covenant or condition herein contained shall be construed as a permanent waiver of such covenant or condition, or any subsequent breach thereof, unless such covenant or condition is permanently waived in writing by Licensor.

13.3 Neither the failure of Licensor to object to any work done, material used, or method of construction or maintenance of said Encroachment, nor any approval given or supervision exercised by Licensor, shall be construed as an admission of liability or responsibility by Licensor, or as a waiver by Licensor of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

14. TERMINATION, REMOVAL:

14.1 All rights which Licensee may have hereunder shall cease upon the date of (a) termination, (b) revocation, or (c) subsequent agreement, or (d) Licensee's removal of the

Facility from the Encroachment. However, neither termination nor revocation of this Agreement shall affect any claims and liabilities which have arisen or accrued hereunder, and which at the time of termination or revocation have not been satisfied; neither party, however, waiving any third party defenses or actions.

14.2 Within thirty (30) days after revocation or termination, Licensee, at its sole risk and expense, shall (a) remove the Facilities from the rail corridor of Licensor, unless the parties hereto agree otherwise, (b) restore the rail corridor of Licensor in a manner satisfactory to Licensor, and (c) reimburse Licensor any loss, cost or expense of Licensor resulting from such removal.

15. NOTICE:

15.1 Licensee shall give Licensor at least thirty (30) days written notice before doing any work on Licensor's rail corridor, except that in cases of emergency shorter notice may be given. Licensee shall provide proper notification as follows:

a. For non-emergencies, Licensee shall submit online via the CSX Property Portal from Licensor's web site, via web link: https://propertyportal.csx.com/pub_ps_res/ps_res/jsf/public/index.faces

b. For emergencies, Licensee shall complete all of the steps outlined in Section 15.1 a. above, and shall also include detailed information of the emergency. Licensee shall also call and report details of the emergency to Licensor's Rail Operations Emergency Telephone Number: 1-800-232-0144. In the event Licensor needs to contact Licensee concerning an emergency involving Licensee's Facility(ies), the emergency phone number for Licensee is: 304-724-7080.

15.2 All other notices and communications concerning this Agreement shall be addressed to Licensee at the address above, and to Licensor at the address shown on Page 1, c/o CSXT Contract Management, J180; or at such other address as either party may designate in writing to the other.

15.3 Unless otherwise expressly stated herein, all such notices shall be in writing and sent via Certified or Registered Mail, Return Receipt Requested, or by courier, and shall be considered delivered upon: (a) actual receipt, or (b) date of refusal of such delivery.

16. ASSIGNMENT:

16.1 The rights herein conferred are the privileges of Licensee only, and Licensee shall obtain Licensor's prior written consent to any assignment of Licensee's interest herein; said consent shall not be unreasonably withheld.

16.2 Subject to Sections 2 and 16.1, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns.

16.3 Licensee shall give Licensor written notice of any legal succession (by merger, consolidation, reorganization, etc.) or other change of legal existence or status of Licensee, with a copy of all documents attesting to such change or legal succession, within thirty (30) days thereof.

16.4 Licensor expressly reserves the right to assign this Agreement, in whole or in part, to any grantee, lessee, or vendee of Licensor's underlying property interests in the Encroachment, upon written notice thereof to Licensee.

16.5 In the event of any unauthorized sale, transfer, assignment, sublicense or encumbrance of this Agreement, or any of the rights and privileges hereunder, Licensor, at its option, may revoke this Agreement by giving Licensee or any such assignee written notice of such revocation; and Licensee shall reimburse Licensor for any loss, cost or expense Licensor may incur as a result of Licensee's failure to obtain said consent.

17. TITLE:

17.1 Licensee understands that Licensor occupies, uses and possesses lands, rights-of-way and rail corridors under all forms and qualities of ownership rights or facts, from full fee simple absolute to bare occupation. Accordingly, nothing in this Agreement shall act as or be deemed to act as any warranty, guaranty or representation of the quality of Licensor's title for any particular Encroachment or segment of Rail Corridor occupied, used or enjoyed in any manner by Licensee under any rights created in this Agreement. It is expressly understood that Licensor does not warrant title to any Rail Corridor and Licensee will accept the grants and privileges contained herein, subject to all lawful outstanding existing liens, mortgages and superior rights in and to the Rail Corridor, and all leases, licenses and easements or other interests previously granted to others therein.

17.2 The term "license," as used herein, shall mean with regard to any portion of the Rail Corridor which is owned by Licensor in fee simple absolute, or where the applicable law of the State where the Encroachment is located otherwise permits Licensor to make such grants to Licensee, a "permission to use" the Rail Corridor, with dominion and control over such portion of the Rail Corridor remaining with Licensor, and no interest in or exclusive right to possess being otherwise granted to Licensee. With regard to any other portion of Rail Corridor occupied, used or controlled by Licensor under any other facts or rights, Licensor merely waives its exclusive right to occupy the Rail Corridor and grants no other rights whatsoever under this Agreement, such waiver continuing only so long as Licensor continues its own occupation, use or control. Licensor does not warrant or guarantee that the license granted hereunder provides Licensee with all of the rights necessary to occupy any portion of the Rail Corridor. Licensee further acknowledges that it does not have the right to occupy any portion of the Rail Corridor held by Licensor in less than fee simple absolute without also receiving the consent of the owner(s) of the fee simple absolute estate. Further, Licensee shall not obtain, exercise or claim any interest in the Rail Corridor that would impair Licensor's existing rights therein.

17.3 Licensee agrees it shall not have nor shall it make, and hereby completely and absolutely waives its right to, any claim against Licensor for damages on account of any

deficiencies in title to the Rail Corridor in the event of failure or insufficiency of Licensor's title to any portion thereof arising from Licensee's use or occupancy thereof.

17.4 Licensee agrees to fully and completely indemnify and defend all claims or litigation for slander of title, overburden of easement, or similar claims arising out of or based upon the Facilities placement, or the presence of the Facilities in, on or along any Encroachment(s), including claims for punitive or special damages.

17.5 Licensee shall not at any time own or claim any right, title or interest in or to Licensor's property occupied by the Encroachments, nor shall the exercise of this Agreement for any length of time give rise to any right, title or interest in Licensee to said property other than the license herein created.

17.6 Nothing in this Agreement shall be deemed to give, and Licensor hereby expressly waives, any claim of ownership in and to any part of the Facilities.

17.7 Licensee shall not create or permit any mortgage, pledge, security, interest, lien or encumbrances, including without limitation, tax liens and liens or encumbrances with respect to work performed or equipment furnished in connection with the construction, installation, repair, maintenance or operation of the Facilities in or on any portion of the Encroachment (collectively, "Liens or Encumbrances"), to be established or remain against the Encroachment or any portion thereof or any other Licensor property.

17.8 In the event that any property of Licensor becomes subject to such Liens or Encumbrances, Licensee agrees to pay, discharge or remove the same promptly upon Licensee's receipt of notice that such Liens or Encumbrances have been filed or docketed against the Encroachment or any other property of Licensor; however, Licensee reserves the right to challenge, at its sole expense, the validity and/or enforceability of any such Liens or Encumbrances.

18. GENERAL PROVISIONS:

18.1 This Agreement, and the attached specifications, contains the entire understanding between the parties hereto.

18.2 Neither this Agreement, any provision hereof, nor any agreement or provision included herein by reference, shall operate or be construed as being for the benefit of any third person.

18.3 Except as otherwise provided herein, or in any Rider attached hereto, neither the form of this Agreement, nor any language herein, shall be interpreted or construed in favor of or against either party hereto as the sole drafter thereof.

18.4 This Agreement is executed under current interpretation of applicable Federal, State, County, Municipal or other local statute, ordinance or law(s). However, each separate division (paragraph, clause, item, term, condition, covenant or agreement) herein shall

have independent and severable status for the determination of legality, so that if any separate division is determined to be void or unenforceable for any reason, such determination shall have no effect upon the validity or enforceability of each other separate division, or any combination thereof.

18.5 This Agreement shall be construed and governed by the laws of the state in which the Facilities and Encroachment are located.

18.6 If any amount due pursuant to the terms of this Agreement is not paid by the due date, it will be subject to Licensor's standard late charge and will also accrue interest at eighteen percent (18%) per annum, unless limited by local law, and then at the highest rate so permitted.

18.7 Licensee agrees to reimburse Licensor for all reasonable costs (including attorney's fees) incurred by Licensor for collecting any amount due under the Agreement.

18.8 The provisions of this License are considered confidential and may not be disclosed to a third party without the consent of the other party(s), except: (a) as required by statute, regulation or court order, (b) to a parent, affiliate or subsidiary company, (c) to an auditing firm or legal counsel that are agreeable to the confidentiality provisions, or (d) to Lessees of Licensor's land and/or track who are affected by the terms and conditions of this Agreement and will maintain the confidentiality of this Agreement.

18.9 Within thirty (30) days of an overpayment in a cumulative total amount of One Hundred Dollars ($100.00) or more by Licensee to Licensor, Licensee shall notify Licensor in writing with documentation evidencing such overpayment. Licensor shall refund the actual amount of Licensee's overpayment within 120 days of Licensor's verification of such overpayment.

19. RESERVED:

20. RESERVED:

21. RIDERS:

21.1 The following Rider(s) is/are herewith attached and included herein:

[X] Telecommunication Cable or Fiber Optic Line

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate (each of which shall constitute an original) as of the effective date of this Agreement.

Witness for Licensor:

_____

CSX TRANSPORTATION, INC.

By:_____

Print/Type Name:_____

Print/Type Title:_____

Witness for Licensee:

_____

CHARLES TOWN UTILITY BOARD

By:_____

Who, by the execution hereof, affirms that he/she has the authority to do so and to bind the Licensee to the terms and conditions of this Agreement.

Print/Type Name:_____

Print/Type Title:_____

Tax ID No.:_____

COMMUNICATIONS CABLE OR FIBER OPTIC LINE PROTECTION RIDER

This Rider is and shall be a part of Agreement No. CSX866791, and is incorporated therein.

1. No construction of any type pursuant or related in any way to this Agreement shall be commenced by Licensee, or by any agent, representative, contractor, subcontractor of Licensee, without Licensee first giving at least thirty (30) days written notice to the following Parallel Cable Occupier(s):

("Verizon") ATTN:
Mr. Dean Boyers
Verizon Business
Wireline Network Ops & Eng
400 International Pkwy, Room N/A
Richardson, TX USA 75081
Phone No. (469) 886-4238 (Work)
or dean.boyers@verizon.com

(NOTE: WRITTEN NOTICE TO VERIZON IS ALSO REQUIRED)

2. The notice shall be accompanied by drawing(s) showing the general plan, elevation, details and methods of Licensee's proposed construction, and the location of Occupier(s)' cable or facilities in relation to Licensee's proposed construction.

3. Prior to any construction, Licensee must locate and identify, any existing cable, wire or fiber optic line (including any appurtenances thereto) of said cable occupier(s) traversing or located in, on, or immediately adjacent to the proposed Crossing, at Licensee's sole risk.

4. Any changes, alteration, relocation or protection of wire(s), cable(s) or facilities of such Occupier(s), required by said Occupier(s), shall be at Licensee's sole expense except as otherwise negotiated between Licensee and said Occupier(s).

5. Licensee shall be solely responsible and liable for any damage to (e.g., cutting, dislocating, etc.) said wire(s) or cable(s), and appurtenances thereto, resulting in any way from Licensee's exercise of rights or privileges under this Agreement.

6. Licensee shall defend, indemnify and hold Licensor harmless from any such damage claims and any relocation or protection costs of said Occupier(s).

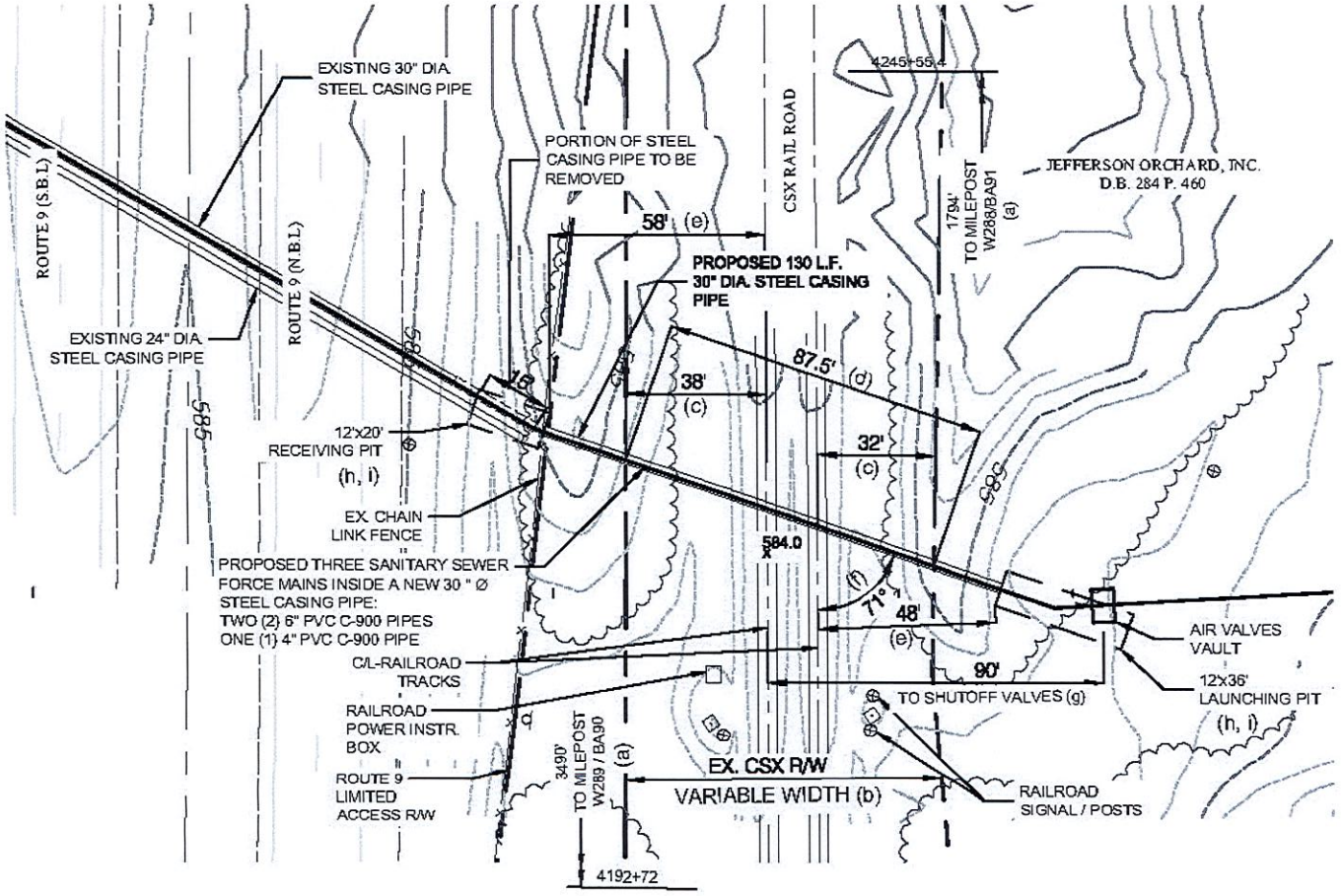
CSX866791 EXHIBIT A

CSX GENERAL NOTES:

1. REFER TO THE CSX PIPELINE DESIGN & CONSTRUCTION SPECIFICATIONS FOR ADDITIONAL INFORMATION.
2. THE FRONT OF THE PIPE SHALL BE PROVIDED WITH MECHANICAL ARRANGEMENTS OR DEVICES THAT WILL POSITIVELY PREVENT THE AUGER FROM LEADING THE PIPE SO THAT NO UNSUPPORTED EXCAVATION IS AHEAD OF THE PIPE.
3. THE OPERATION SHALL BE PROGRESSED ON A 24-HOUR BASIS WITHOUT STOPPAGE (EXCEPT FOR ADDING LENGTHS OF PIPE) UNTIL THE LEADING EDGE OF THE PIPE HAS REACHED THE RECEIVING PIT.
4. THE AUGER AND CUTTING HEAD ARRANGEMENT SHALL BE REMOVABLE FROM WITHIN THE PIPE IN THE EVENT AN OBSTRUCTION IS ENCOUNTERED.
5. PIPELINE SHALL BE PROMINENTLY MARKED AT BOTH SIDES OF THE CSX PROPERTY LINES BY DURABLE, WEATHERPROOF SIGNS LOCATED OVER THE CENTERLINE OF THE PIPE IN ACCORDANCE WITH CSX SPECIFICATIONS.
6. NO CONSTRUCTION OR ENTRY UPON THE CSX CORRIDOR IS PERMITTED UNTIL THE DOCUMENT TRANSACTION IS COMPLETED, YOU ARE IN RECEIPT OF A FULLY EXECUTED DOCUMENT, AND YOU HAVE OBTAINED AUTHORITY FROM THE LOCAL ROADMASTER.
7. IF REQUIRED, A DEWATERING PLAN IN ACCORDANCE WITH CSX SPECIFICATIONS WILL BE SUBMITTED TO THE CSX REPRESENTATIVE FOR REVIEW AND APPROVAL PRIOR TO ANY DEWATERING OPERATIONS.
8. BLASTING IS NOT PERMITTED UNDER OR ON CSX PROPERTY.
9. CSX DOES NOT GRANT OR CONVEY AN EASEMENT FOR THIS INSTALLATION.
10. EXISTING PIPES TO BE ABANDONED WILL BE COMPLETELY FILLED WITH CEMENT GROUT, COMPACTED SAND , OR FLOWABLE FILL.

CSX PROPERTY SERVICES REVIEW
[X] No Exceptions [ ] Exceptions Noted
This review is for the general conformance with CSX utility design specifications only. Sole responsibility for all aspects of the overall design shall remain with the facility owner. This review does not constitute approval to proceed without meeting all of CSX's safety and contractual requirements.
By:

Print Form | Reset Form



PLAN
ROUTE 9 SEWER PROJECT
RANSON, WEST VIRGINIA

RIGHT OF WAY AND TRACK MAP V36.1 5

NOTES:

1.REFER TO ENGINEERING SPECIFICATIONS IN THE APPLICATION PACKAGE FOR ADDITIONAL INFORMATION AND NOTES:

2. PIPELINE AND CROSSING TO BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH LAST APPROVED AMERICAN RAILWAY ENGINEERING AND MAINTENANCE-OF- WAY ASSOCIATION.

3. MANHOLES/ HANDHOLES/ POLES/ PULL BOXES/ OTHERS ARE NOT PERMITTED ON CSX R/W

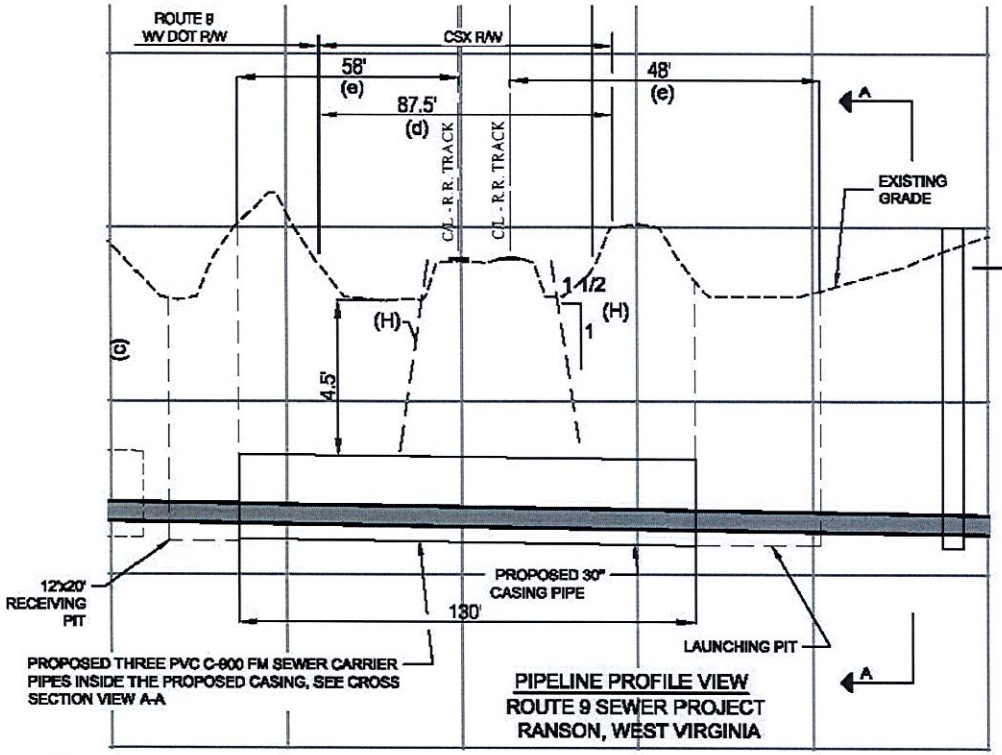
LEGEND

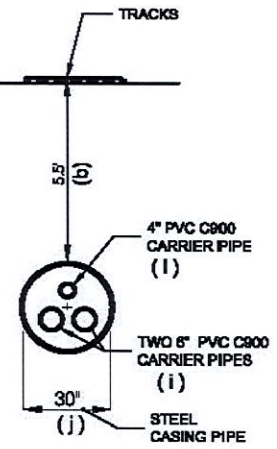
LETTER	DESCRIPTION
(a)	Distance from crossing to nearest milepost
(b)	Width of CSX R/W
(c)	Distance from centerline of track to R/W
(d)	Total length of pipe on CSX R/W
(e)	Distance from center line of nearest track to face of pits at 90degree angle to the track
(f)	Angle of crossing
(g)	Distance to shutoff valves from centerline of nearest track
(h)	Width of launching/receiving pit
(i)	Length of launching/receiving

HATCH CHESTER Member of the Hatch Group

RANSON West Virginia

Location:	CSX RR NEAR NORTHPORT AVE
Latitude:	N 39 22'11"
Longitude:	W 77 52'32"
Drawing No.:	RR 01 Sheet 1 of 2
Drawing Date:	May 21, 2018 Last Revised:
Drawing Scale:	H 1 Inches = V 50 Feet





NOTES:

1. CONTRACTOR SHALL FOLLOW ALL REQUIREMENTS OF NORFOLK SOUTHERN'S NSCE-8 SPECIFICATIONS.
2. PIPELINE AND CROSSING TO BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH LATEST APPROVED AMERICAN RAILWAY ENGINEERING AND MAINTENANCE-OF- WAY ASSOCIATION.
3. BLASTING NOT PERMITTED.
4. CONTRACTOR IS TO PROVIDE AND INSTALL NEOPRENE SEALS (CASCADE MODEL CCES OR APPROVED EQUAL) STRAPPED WITH STAINLESS STEEL BANDS AT EACH END OF THE STEEL CASING PIPE.

LEGEND

Letter	Description
(a)	Distance from centerline of track to CSX R/W
(b)	Distance from base-of-rail to top-of-casing
(c)	Distance from base-of-ditch to top-of-casing
(d)	Total length of pipe on CSX R/W
(e)	Distance from centerline of nearest track to face of pits at a 90 degree angle to the track(s)
(f)	Distance from top-of-vent pipe to ground surface (4' minimum required)
(g)	Distance from centerline of track to vent pipe at a 90 degree angle to the track(s)
(h)	Theoretical Embankment Line: Starts 12' from centerline of track and extends away from track at a slope of 1.5' over and 1' down
(i)	Carrier pipe diameter
(j)	Casing pipe diameter
(k)	Depth of Launching/Receiving Pit

PIPELINE CONTENT DETAILS

Commodity Description:	SANITARY SEWER
Maximum Operating Pressure:	20 psi
Is Commodity Flammable:	☐ Yes ☑ No

CARRIER/CASING PIPE DETAILS

	Carrier Pipe	Casing Pipe
Pipe Material:	PVC	STEEL
Material Specifications & Grade:	AWWA C900 DR-25	ASTM 252
Specified Minimum Yield Strength:	800 PSI	35,000 PSI
Nominal Size Outside Diameter (Inches):	4.80, 6.90	30"
Wall Thickness (Inches):	0.4", 0.45"	0.5"
Type of Seam:	N/A	N/A
Type of Joints:	PUSH-ON	SEAMLESS
Tunnel Liner Plates Required:	☐ Yes ☑ No	
Cathodic Protection:	☐ Yes ☑ No	Type:
Protective Coating:	☐ Yes ☑ No	Type:
Temp. Track Support or Rip-Rap Req.:	☐ Yes ☑ No	Must Describe & Show on Dwg.

HATCH CHESTER Member of the Hatch Group

RANSON West Virginia

Location: CSX RR NEAR NORTHPORT AVE

Latitude: 39 : 22 : 11

Longitude: 77 : 52 : 32

Drawing No.: RR 02 Sheet: 2 of 2

Drawing Date: 5/ 21 /18 Revised: ___/___/

Drawing Scale: V 1 Inches = 10 Feet

Drawing Scale: H 1 Inches = 50 Feet