CITY OF CHARLES TOWN

CITY COUNCIL

AGENDA • FEBRUARY 26, 2026

Special Meeting **COUNCIL CHAMBERS** **5:00 PM**

101 E Washington Street, Charles Town, WV 25414

1. CALL TO ORDER

2. NEW BUSINESS

: **2026-1192:** Charles Town Tree Board Grant Request - Mid-Atlantic Community Forestry Fund
Charles_Town_MACFF_Grant_Gameplan_Memo_Final 4.pdf
Equipment & Materials list MACFF 2.23.26 Final.pdf
Bios Drs. Murphy & Campany.pdf
Skills_Contributions_Bios.pdf

: **2026-1193:** Article 147 - Utility Board and Purchase Agreement Discussion - Possible Executive Session
Ord. 2022-001 - Article 147 Utility Board.pdf
2018 Purchase Agreement.pdf

: **2026-1194:** Petition for Zoning Amendment
1. Report.pdf
2. Petition for Zoning Amendment - Application.pdf

3. ADJOURNMENT

4. NOTICE: The Public May View the Meeting Live by Clicking on the Event Link at: https://www.charlestownwv.us/government/agendas_minutes.php

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 02/26/26
Department: City Council
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2026-1192: Charles Town Tree Board Grant Request - Mid-Atlantic Community Forestry Fund

ATTACHMENTS:

- Charles_Town_MACFF_Grant_Gameplan_Memo_Final 4.pdf
- Equipment & Materials list MACFF 2.23.26 Final.pdf
- Bios Drs. Murphy & Campany.pdf
- Skills_Contributions_Bios.pdf

MEMORANDUM

TO: City Manager Brent Manuel, Assistant City Manager Alissa Meeks

CC: Jim Wysong, Dir. of Maintenance Gavin Bailey, Dir. Parks & Recreation

FROM: Matt Ward and Aaron C. Amore, Charles Town Tree Board

DATE: February 23, 2026

SUBJECT: **Gameplan Memo for Charles Town Application for Chesapeake Bay Trust "Mid-Atlantic Community Forestry Fund" Grant Application**

This memo provides a gameplan and specific steps to undertake for the City of Charles Town to apply for a "Mid-Atlantic Community Forestry Fund" (MACFF) grant from the Chesapeake Bay Trust that would fund and support capacity building for the City of Charles Town, the City Tree Board, and community organizations and volunteers.

A grant of $100,000 would enable Charles Town to fund partnerships, consulting expertise, equipment, advanced software tools, community outreach and engagement, and other activities. This project will enable Charles Town to enhance its urban tree canopy in a way that beautifies our parks and neighborhoods, enhances private development projects and community revitalization initiatives, reduces stormwater runoff, urban heat and air pollution, and boosts quality of life for Charles Town citizens and visitors.

Key points on MACFF grant

1.) **Funder is the Chesapeake Bay Trust:** A project of the Chesapeake Bay Trust (CBT) funded at $17.5 million by the USDA Forest Service, Urban and Community Forestry Program as well as philanthropic foundations. A partnership of seven organizations. See https://cbtrust.org/grants/macff/ and the attached grant Request for Proposals.

2.) **Charles Town is eligible:** The City of Charles Town is an eligible entity for awards, in an eligible area of the Chesapeake Bay watershed.

3.) **Focus is on *environmental justice (EJ):*** in areas of concentrated minority and low-income populations that have suffered historic and current impacts of pollution, poor health, and under-investment. Eligible EJ issues to address include air and water quality (such as pollution levels in the Evitts Run Creek), flood risk (such as associated with the Evitts Run Creek), legacy pollution and proximity to hazardous waste (such as the brownfield issues at Perry Fields, Skate Park, and Public Works Yard), tree canopy and green space access (such as the poor ecological quality of the under-invested Perry Fields and Skate Park areas), median income and poverty demographics (such as in the Charles Town west end), health disparities and food insecurity, and location in a federal Opportunity Zone (which applies to all of downtown Charles Town). Given this core focus of the MACFF program, it is critical to build this Charles Town project with a core focus on the city's West End, oriented to the corridor of deteriorated and under-invested properties along the Evitts Run Creek (much of which are former brownfields), which is also the focus of the Charles Town "CLEAN Parks" initiative funded by U.S. EPA.

4.) **EJ Organization Capacity Building Track:** Applicants can choose to apply to one or more of three tracks (Capacity Building, Tree Canopy, or Workforce Development). The right track for Charles Town at this time is the Track 1 "EJ Organization Capacity Building", which is focused on programmatic initiatives rather than direct tree planting. Future applications, hopefully as soon as 2027, can focus on Track 2 which is focused on deploying tree canopy.

5.) **Grant amounts and match:** Grant ceiling for Track 1 is $100,000, with no match required.

6.) **Technical Assistance:** Winning awardees can also get technical assistance on community forestry from experts at Howard University, including webinar training, best practice guidebooks, and direct technical assistance.

7.) **Tree Board and City Council backing:** This application would be strengthened if the City Tree Board formally endorses it at its February 5 meeting, and if the City Council formally endorses it by resolution at its February 26 meeting.

8.) **Application components:** include a series of online forms/questionnaires, a document that answers Narrative questions (see attached), a Financial Management Spreadsheet with a detailed budget (see attached), and additional attachments to give background on our project.

9.) **Application due:** by electronic submission before February 27 at 4:00pm.

Confirming scope of Capacity Building Project

Eligible uses of MACFF resources can include but are not limited to:

- Developing or refining a **strategic plan** for forestry-related work;
- **Collaborative models for forestry** information and resource sharing;
- **Data collection and management** for forestry purposes;
- Shared **technical assistance models**;
- Development of **local native tree guides**;
- **Tree nursery management and seed propagation** of native tree stock;
- Development or enhancement of **hardware and software tool banks or other shared supplies** models;
- **Training of staff and/or volunteers** in forestry-related skills;
- Community-based participatory **planning for tree planting implementation**;
- Development and pilot-testing of **tree-maintenance models**, including experimental design.

Given these eligible activities and based on discussions with Chair Amore, Shepherd University experts, and other key organizations, here is a suggested scope of work and activities for this grant:

1.) **Charles Town Tree Canopy Map & GIS-Based Planning and Tracking Tool:** Procure expert consulting to use GIS and AI-enhanced field mapping tools to conduct a City-wide canopy mapping, and produce a spatial canopy gap analysis identifying priority planning, maintenance, and risk-reduction areas. Use expert to create iTree-based tree tools to update city's 2019 Tree Inventory. Use expert assistance to integrate GIS-based canopy mapping into city's GIS planning system, and to establish and utilize decision-support tools (maps, datasets, and summaries) to guide Tree Board efforts and decisions.

2.) **Create Native Tree Planting Strategy for Target Public Lands:** Use software tools and expert consulting to create decision tools to direct native tree planting for target public lands including the Skate Park, Perry Fields, Happy Retreat, Charles Washington Grave Park, Willingham Knolls Park, the Public Works Yard, and other target areas. Factors for selecting target areas and creating strategies will include considerations of equity, species diversity, climate resilience, green infrastructure benefits, and long-term maintenance concerns.

3.) **Create and Distribute a "Charles Town Native Tree Guide":** that can be distributed to citizens for tree planting in their yards, particularly for street trees in the "curb strip" areas of grass between sidewalks and the roadway.

4.) **Create a Native Tree Planting Guide for Developers**: for new subdivision developments and commercial developments proposed for Charles Town.

5.) **Tree Nursery at Public Works Yard:** Establish, enhance, and set a model for maintaining a tree nursery and seed propagation center at the Charles Town Public Works Yard.

6.) **Tool Bank:** Set up a tree planting and maintenance tool bank at the Public Works Yard for use by City maintenance teams, local organizations, and citizens. Include establishment of the Tool Bank protocols and management, set up a storage/management area for the tools, and purchase supplies (which can include tools, as long as not more than $5,000 each which is a level of equipment prohibited by this grant).

7.) **Create & Launch Student & Organizational Network for Tree Stewardship with Shepherd University:** The Tree Board will use grant resources to form a partnership with local experts to create a team of volunteers who will support applied research, demonstration projects, and skills training for students, organizations, and volunteers in greater Charles Town and Jefferson County to implement and maintain the strategies created by this MACFF initiative. This will involve experts including Shepherd University Associate Professor Courtney Campany, an expert in plant ecophysiology and ecosystem ecology who has engaged in previous Tree Board initiatives; Dr. Tashiana Osborne Cherke, an earth scientist with expertise built from her work at U.S. AID, the U.S. Global Change Research Program, and the Global Ocean Corps; and Joshua Glasser, a long-time expert in human-animal-environmental health ("One Health") initiatives who is currently with the U.S. Department of State. This team will work with the Tree Board to direct Shepherd University students in practical projects training and engaging local organizations and volunteers to implement the Charles Town urban tree strategies.

The Tree Board with other city and organizational stakeholders should determine whether the seven components of an overall grant scope of work are the right ones, if any activities should be dropped, or any should be added. The Tree Board should edit, refine and enhance the descriptions above to meet the needs and desires of the community for this grant, before the February 16 City Council meeting.

Setting budget

Exhibit A as attached provides a detailed listing of the equipment, software and serves to be provided by various entities/persons. The listed equipment needs has been discussed with Jim Wysong in prior grant applications and the items to be purchased are specifically paired with the City owned Skid steer and are integral to both planting of trees and removal of dead, diseased and invasive species. Materials for the City's tree nursery are also included with a design and location as previously approved by City Council. Purchase of equipment will be coordinated with Jim Wysong.

The software and hardware requirements have been identified through ArcGis software as developed by Esri. Input on the computer hardware and installation have been discussed with Tom Reilly of Tex Advisors, who handles the IT work for the City of Charles Town

Consultants have been secured to provide oversight of the grant activities specifically related to the planning and implementation phases. Dr. Sytil Murphy will provide GIS and computer mapping services through both direct oversight and through the use of her Gis student class now set for the Fall of 2026. These students will be trained on Gis software in order to both verify the existing tree

data from 2019, update said data and to provide new data points for trees located in Charles Town. Students will be bused to and from Charles Town as part of this grant. The data collection will be supervised by Dr. Murphy who will also assure quality of said data. It is not anticipated that this class will be able to perform a full inventory, which will be completed by a paid intern provided in the grant. Dr. Murphy will then train City Staff on the use of the ArcGis system , specifically in accessing, updating and using the tree data through a specific ArcGis Tree Management component.

Dr. Tashiana Osborne Cherke will provide oversight of program development, planning and implementation as follows. She will also assist in the coordination of resources with Drs. Murphy and Campany.

Dr. Tashiana Osborne Cherke- will provide services for the following components of the grant:

1. Community Outreach (e.g., coordinating and maintaining partnership and planning with one to two organizations/community groups, with at least one being youth focused.
2. Social Justice outreach, programming, and implementation (e.g., coordinating and maintaining partnership and planning with a key social/environmental justice focused organization/community group.
3. Programming design, implementation of educational programs, and coordination of programs (e.g., focused on one to two tailored activities during the twelve-month period, and the design of a community pamphlet or similar educational resource.

Mr. Joshua Glasser will use his extensive experience handling innovative initiatives for the United States State Department as well as an advisor to UNICEF, the Asian Development Bank, the World Meteorological Organization, the World Health Organization, and the UN Secretariat for Disaster Risk Reduction. Mr. Glasser will assist in program level oversight and implementation working directly with Dr. Cherke, Drs. Murphy & Campany and the Charles Town Tree Board.

Charles Town Tree Board- Aaron C. Amore will liaison for implementation of the grant components. Amore will coordinate with Jim Wysong and City staff on the purchase of tools and equipment identified in the proposal.

Grant proposal seeks to secure the services of an outside Urban Forester for program oversight and planning of the programs of the grant and pre-planning for phase II of this grant as well as the WV Department of Forestry-Equi Grants of $50,000.

Other application administrative issues

1.) **CBT web application portal:** I have a pre-existing account on the Trust's grant application portal, and I started an application for this grant already. My credentials to get in there are username matt.ward@strategiesdc.com, password CBTihasp123! if you want to go in and poke around.

2.) **February 26 Council meeting:** We need to draft a resolution for the Council supporting the grant request.

3.) **Tree Board Mission – Codified Ordinance of City of Charles Town Article 1104:**

(b) Purpose and Intent. The purpose of this article is to provide City government with power and authority over all trees and shrubs located within the street rights-of-way, parks, and other public places of the City; and over trees, and shrubs located on private property as permitted by state law. This article is intended to enhance the quality of life and aesthetic values within the City. The provisions of this ordinance are enacted to:

(1) Maintain city trees and forests in good health using appropriate arboricultural practices;

(2) Establish and maintain optimal level of age and species diversity that are ideal for our region through efficient and cost-effective management of the urban forest;

(3) Select, situate, and maintain street trees appropriate to maximize ecosystem services and minimize hazard, nuisance, hardscape damage, and maintenance costs;

(4) Centralize tree management under a City-appointed board with the necessary expertise;

(5) Foster support for community forestry through educational projects that encourage good tree management on privately owned properties;

(6) Promote equity, diversity, and inclusion in all aspects of community forestry;

(7) Obtain and coordinate the Tree City USA designation; and

(8) Achieve the City's established goals in the Jefferson County Urban Tree Canopy Plan.

See Comprehensive Plan 2040 for City of Charles Town:

1. **Building Blocks for Growth and Land Use:** "Urban-to-Rural Transect Defining a community's transect helps municipal leaders understand current landscape patterns and provides a framework to plan for and guide future land uses ranging from Natural (Transect Zone 1, T1) to Urban Core (Transect Zone 6, T6)" at page 56
2. **Charles Town Greenprint:** "The 2011 Jefferson County Urban Tree Canopy Plan establishes specific tree canopy goals to reduce stormwater runoff and mitigate nitrogen and sediment loading into local streams and tributaries within the Chesapeake Bay watershed. The plan outlines specific goals for the City of Charles Town including a goal to increase the City's tree canopy by one percent (i.e., approximately 48 acres).

   The City is currently collaborating with the West Virginia Eastern Panhandle Regional Planning and Development Council to determine the feasibility of creating a native nursery (via a public and private partnership) within the City to achieve the following objectives:

   *provide a sustainable and affordable supply of native trees and shrubs;
   *promote local environmental stewardship to mitigate growth and development impacts on the region's air and water quality;
   *reduce the use of non-native plant species and the proliferation of invasive plants, and *diversify and strengthen wildlife habitat;
   *promote the use of native plant species through education and information; and
   *provide technical assistance to the general public regarding the planting, growing and maintenance of native landscapes.

Should the native nursery concept prove successful, the City would have an even stronger foundation upon which to build and strengthen its Tree Ordinance objectives. Moreover, the preservation of the existing forested areas must be considered as land development proposals are submitted to the City for greenfield development opportunities. Ensuring the City's land use regulations are sensitive to the preservation of existing trees and forested areas will help protect and grow the City's overall greenprint (**Figure 5). At pp 152-153**

Several components of the 2040 Comprehensive plan provide for the integral use of trees including but not limited to Traditional Neighborhood Development, Gateways, Hamlets, and the City's Land Development and Design Standards

4.) Impact on City Staff- The proponents of this grant proposal do not anticipate any significant burdens upon City Staff in the event the grant was awarded. Anticipated work is below:

Finance- apart from recovering, segregating funds, and writing checks when requested, there is little additional burden on finance. The City is well experienced in receiving and processing grant funds.

Community Outreach- Alissa Meeks will be included in all such program discussions but her participation is not required. We will need to integrate the messaging of these programs through the City's website but we have no real ask of her time.

Parks and Recreation- Gavin Bailey received the scope of work and has agreed to participate in training what may be required for use of the software. No role or additional work will be required of him, except to the extent he may desire to be aware of the plans, progress and end results.

Maintenance- Jim Wysong and Aaron Amore have previously discussed the need to perform tree pruning, removal and planting equipment. The items included in the grant are those that we are missing and need or those that we have rented in the past.

This grant is fundamentally one the obtains money to plan for future projects. Apart from buying equipment for the City, licenses for software and a stand along computer, there is little implementation that involves City staff.

5.) Consultants- Consultants will receive no more than $5,000 per program component, alleviating the process for submitting requests for proposals due to the nature of the programing and implementation components of this application.

6.) The expert at Chesapeake Bay Trust assigned to West Virginia applicants is Samara Pyfrom, who is reachable at spyfrom@cbtrust.org, if we want to ask any questions or obtain any guidance before we submit.

Equipment or Effort	Cost ($ USD)	Count	Total ($ USD)
Skidsteer rake attachment	2,500.00	1	2,500.00
Skidsteel forestry mower	4,995.00	1	4,995.00
Skidsteer Auguer Attachment	2,500.00	1	2,500.00
24" Chain Saw Husqvarna 460	650.00	1	650.00
20" Chain Saw Husqvarna 450	500.00	2	1,000.00
16" Chain Saw Husqvarna 130	260.00	2	520.00
Electric Pruner/pole saw and batteries Seesii	125.00	2	250.00
Electric pole&mini chainsaw & batteries Seesii	140.00	2	280.00
Electric 12" chainsaw & 2 batteries Seesii	110.00	2	220.00
Nursery Materials			
Waterproof Planter Membrane 60"x 80'	770.00	1	770.00
Lumber & Hardware, drain and water pipes	1,000.00	1	1,000.00
Fencing estimated 100'	1,500.00	1	1,500.00
Gutter/Drain 100'	400.00	1	400.00
Arc GIS License user/creator per year	700.00	2	1,400.00
Mobile worker licnse per year	400.00	4	1,600.00
Workstation	4,995.00	1	4,995.00
Tech to set up workstation	3,500.00	1	3,500.00
Signs & promotional materials			500.00
Total (above only)			**28,580.00**
Outside Vendors / Affiliate Collaborators			

Dr. Tashiana Osborne Cherke- Community Outreach (e.g., coordinating and maintaining partnership and planning with one to two organizations/community groups, with at least one being youth focused)	5,000.00	1	5,000.00
Dr. Tashiana Osborne Cherke- Social Justice outreach, programming, and implementation (e.g., coordinating and maintaining partnership and planning with a key social/environmental justice focused organization/community group)	5,000.00	1	5,000.00
Dr. Tashiana Osborne Cherke- Programming design, implementation of educational programs, and coordination of programs (e.g., focused on one to two tailored activities during the twelve month period, and the design of a community pamphlet or similar educational resource)	5,000.00	1	5,000.00
Mr. Joshua Glasser- Planning, development, and program review related to health, science, technology, and the environment	5,000.00	1	5,000.00
Shepherd University			
D. Sytil Murphy- GIS work, education, training and implementation. Supervision of student field work on tree mapping and canopy projects	2,500.00	1	2,500.00
Intern for Dr. Murphy $1000/per semester	1,000.00	2	2,000.00

Dr. Courtney Campany- development and coordination of student driven field work related to tree planting, soil assessment, water assessment, storm-water runoff abatement projects and….	1,500.00	1	1,500.00
Intern for Dr. Campany	1,000.00	1	1,000.00
Transportation of Students 2 vans a day $100 a day			1,000.00
Supplies for forestry and data keeping	500.00	1	500.00
Urban Forestry Services-	14,000.00	1	14,000.00
Total (all included)			**99,660.00**

Sytil Murphy. Ph.D.
Natural & Physical Sciences
Department Chair/Associate Professor
SMURPHY@shepherd.edu
Byrd Science Center 111A
304.876.5310

Sytil Murphy, Ph.D., earned a BA in Mathematics from Monmouth College and an M.S. and Ph.D. in Physics from Montana State University. She joined the faculty of Shepherd University in 2011 and now serves as the co-chair of the Department of Natural and Physical Sciences. Her research currently includes investigating energy loss in pendula, density gradients in mangrove propagules, and a GIS-based analysis of the 2020 Iowa Derecho. She also is a founder and organizer of the STEAM outreach program, Seeding Your Future.

Courtney Campany, Ph.D.
Title Associate Professor
Email ccampany@shepherd.edu
Office BY 215
Plant ecophysiology, ecosystem ecology and global change biology
B.S. North Carolina State University
M.S. Appalachian State University
Ph.D. Western Sydney University

Courtney Campany is an Assistant Professor at Shepherd University, contributing to higher education. Their background reflects a strong focus on scholarly investigation within university environments. Prior to their role at Shepherd University, Courtney was a Post Doctoral Researcher at Colgate University. During their tenure at Colgate, they contributed to research activities within the academic environment.

Building on experience in post-secondary education, Courtney also served as a Research Fellow at Western Sydney University. Their work history includes assignments have included scholarly investigation and data analysis. Courtney Campany's background demonstrates applied knowledge of research methodologies, gained at the University of Western Sydney.

Skills:

- Strategic planning
- Partnership formation and management
- One Health (human-environment-ecosystem interactions and relationships)
- Curriculum design, teaching, and capacity building

Contributions:

- Identifying and linking to relevant resources (knowledge, financial, technical, physical) from health, environment, science, and technology sectors
- Supporting the town-university partnership development, planning, and implementation
- Supporting relationships with WV, MD, and/or DC-area partners (such as Howard University in D.C.); Tashiana is currently living near Charles Town, WV (also plugged into potential partners/volunteer connections, such as nearby Master Naturalist Programs)
- Strategic planning for future iterations of the MACFF and/or Chesapeake Bay Trust engagement

Tashiana's Bio:

Dr. Tashiana Osborne Cherke serves within natural science and technology, health, sustainable development, public engagement, and science policy, drawing from prior experience within government, academia, and the non-profit space. As a technical advisor, project manager, and thought leader within the United States Agency for International Development, she contributed to mitigating risks and strengthening resilience to weather and water extremes for international efforts. Prior work has focused on increasing knowledge, partnerships, and resilience in regions with varying types and levels of resources and vulnerabilities, including within the United States, Sub-Saharan Africa, South America, and the West Indies.

Tashiana completed her Bachelor of Science at Saint Cloud State University, with a double major in meteorology and hydrology and a mass communications minor. She earned her Ph.D. at the University of California San Diego, Scripps Institution of Oceanography. Through her dissertation, she designed an algorithm to detect extreme variations in rain-snow transition levels during atmospheric river storms, which come with societal and hydrologic impacts for the United States and elsewhere. Through her Johns Hopkins postdoctoral fellowship, she contributed to a hydrometeorological system to support malaria warnings in Amazonia. She also served as co-lead for Ocean Corps efforts focused on educational and capacity building internationally, which achieved United Nations Ocean Decade endorsement. Tashiana continues to apply her skillset to strategic efforts and partnerships towards the future we need and want.

Josh's Bio:

Joshua Glasser served for 12 years in several roles as a civil servant at the White House and the U.S. Department of State, departing in 2025. During his time in government, Josh developed and executed innovative initiatives related to health, science, technology, and the environment, including in the Arctic region, the Pacific Islands, Southeast Asia, the Middle East, sub-Saharan Africa, and India, as well as in the United States via federal-local and public-private partnerships. He has also worked as an independent consultant and advisor to UNICEF, the Asian Development Bank, the World Meteorological Organization, the World Health Organization, and the UN Secretariat for Disaster Risk Reduction.

Josh graduated from the University of North Carolina at Chapel Hill with a degree in political science and public policy analysis. He holds a Master of Science in Global Health and Population from the Harvard T.H. Chan School of Public Health. He has also studied as a Fulbright Scholar in Vietnam (2007-2008).

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 02/26/26
Department: City Council
Category: Ordinance
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2026-1193: Article 147 - Utility Board and Purchase Agreement Discussion - Possible Executive Session

ATTACHMENTS:

- Ord. 2022-001 - Article 147 Utility Board.pdf
- 2018 Purchase Agreement.pdf

ARTICLE 147
Utility Board

147.01 Established.
147.02 Board of Directors composition.
147.03 Board of Director terms; vacancies; compensation.
147.04 Board of Directors organization; quorum; records; funds.
147.05 Powers and duties.
147.06 Budget; employees; bonds.
147.07 Financial reports and administrative supervision.
147.08 Amendment; repeal.
147.09 Severability.

147.01 ESTABLISHED.

(a) Upon the issuance of the bonds and reissuance of the combined Waterworks and Sewerage System Revenue Bonds, but only upon such issuance and reissuance, the Waterworks Board and the Sewer and Sanitation Board shall be simultaneously repealed and rescinded, the City of Charles Town Utility Board ("CTUB") shall be created and the heretofore separate Waterworks System and Sewerage System of the City of Charles Town ("City") shall be combined into a single undertaking (the "System").

(b) The governance and oversight of the System shall be vested in a Charles Town Utility Board of Directors ("Board of Directors").

(c) The supervision, management, control and operation of the System shall be vested in a CTUB Manager ("Manager") who shall be accountable to the Directors. The Manager will hire staff to operate and maintain the System.

147.02 BOARD OF DIRECTORS COMPOSITION.

(a) The Charles Town Utility Board of Directors shall consist of five members with full voting powers, four (4) of whom shall be appointed by the Charles Town City Council ("City Council") (such appointed directors being referred to herein as "Appointed Directors") and the other of whom shall be the then-serving Charles Town City Manager on an *ex officio* basis (the "Ex Officio Director"). No officer or employee of the City or CTUB, other than the City Manager, whether holding a paid or unpaid office, shall be eligible to be appointed a Director except as expressly provided in Section 147.02(a)(1) below. The Board of Directors structure shall be configured as follows:

(1) The Chair of the Board of Directors shall be the Charles Town City Manager. In the event of a vacancy in the position of Charles Town City Manager, City Council may appoint an individual to serve as the interim Director and Chair of the Board of Directors in the place and stead of the Ex Officio Director (the "Interim Director and Chair") until such time as a City Manager is duly appointed and has taken the oath of office. Notwithstanding any other provision to the contrary in this Article 147 and without limitation of who may be appointed, City Council may appoint any

member of City Council or other officer or employee of the City, excluding any officer or employee of CTUB, as the Interim Director and Chair. City Council may remove a person serving as Interim Director and Chair at any time and substitute another person meeting the criteria of this section in such role.

(2) Not less than one Director should possess a professional background and/or experience in water and/or sewer utilities that would benefit the Board of Directors. Such background includes but is not limited to: engineering with a background in water and/or sewer utilities; land development; construction; accountant; legal; or environmental protection.

(3) Not less than one Director shall be a resident of Charles Town and a ratepayer in the System.

(4) Since CTUB has acquired the Ranson sewer system and as such provides services to the City of Ranson, the City Council will consider the City of Ranson's recommendation(s) for an individual to serve as one of the Directors, using the following process:

A. The City of Ranson shall have the right to nominate not more than three (3) individuals who are residents of Ranson and who reside within the service territory of Ranson; or an individual who is employed by the City of Ranson, to serve as a Director.

B. The City Council may select one (1) of the individuals so nominated by the process in the preceding paragraph, or the City Council may request the City of Ranson to nominate not more than three (3) additional individuals, each of whom shall satisfy all of the preceding paragraph's criteria, who have not previously been so nominated, for consideration by the City Council to serve as Director for the current vacancy.

C. Although the City Council is not obligated to appoint any of the nominees as Director using the above method, it is the intention of this section to provide a seat on the Board of Directors that best represents the interests of the City of Ranson. City Council retains the discretion to appoint a Director at will if a suitable nominee is not presented.

(5) Since CTUB has acquired the Jefferson County Public Service District (JCPSD) system and as such provides services to those areas previously serviced by the JCPSD, the City Council will consider the Jefferson County Commission's ("Commission") recommendation(s) for an individual to serve as one of the Directors, using the following process:

A. The Commission shall have the right to nominate not more than three (3) individuals to serve as a Director, each of whom shall satisfy all of the following criteria:

1. Resident of Jefferson County, West Virginia;

2. Customer of the CTUB served by the assets of the former JCPSD Sewer System, or extensions thereof; and

3. Customer of the CTUB paying the same prevailing sewer rate charged to the customers of the former JCPSD Sewer System.

B. The City Council may select one (1) of the individuals so nominated by the process in the preceding paragraph, or the City Council may request the Commission to nominate not more than three (3) additional individuals, each of whom shall satisfy all of the preceding paragraph's criteria, who have not previously been so nominated, for consideration by the City Council to serve as Director for the current vacancy.

C. Although the City Council is not obligated to appoint any of the nominees as Director using the above method, it is the intention of this section to provide a seat on the Board of Directors that best represents the interests of Jefferson County residents who are former JCPSD rate payers and are currently served by CTUB. City Council retains the discretion to appoint a Director at will if a suitable nominee is not presented.

D. The Commission shall then have the right to appoint an individual to serve as the County Liaison ("Liaison") to the Board of Directors, the identity of which individual shall be at the sole and exclusive discretion of the Commission, and such individual as Liaison:

1. Shall not be voting member of the Board of Directors, nor have the right to make or second any motion at a meeting of the Board of Directors;

2. Shall have the right to engage in all discussion and debate at meetings of the Board of Directors, with the exception of any executive session under W.V. Code Section 6- 9A-1, et seq., as would any Director, and such right to engage in discussion and debate of the Board of Directors shall not be limited as would a member of the public; and

3. Shall receive all notices of meetings and documents and other materials provided to the Board of Directors either in anticipation of, or prior to, any meeting of the Directors, except to the extent any such documents or other materials relate to, or are in connection with, any issue which could be considered in executive session by the Board of Directors pursuant to W.V. Code Section 6-9A-1, et seq.

147.03 BOARD OF DIRECTORS TERMS; VACANCIES; COMPENSATION.

(a) The Mayor of the City shall notify all appointees of their appointment.

(b) In the event of a vacancy, and also within thirty (30) days after the expiration of the term of office of any Director, a successor shall be appointed by City Council. With respect to Appointed Directors, all vacancies shall be filled for the unexpired term only and all other appointments shall be for a term of four (4) years, to commence on the date following the scheduled expiration date of the previous term. The Board of Directors shall have the power to adopt bylaws, rules and regulations for its own governance. Any Appointed Director shall be eligible for reappointment upon the expiration of their term.

(c) The Appointed Directors (and any Interim Director and Chair that is then not serving as a member of City Council or other officer or employee of the City) shall each receive compensation for their services at the rate of fifty dollars ($50.00) per meeting attended, not to exceed one hundred fifty dollars ($150.00) per month, and in addition, shall be reimbursed for any and all actual expenses incurred in the performance of duties as ordered by the Directors. These amounts may be raised by an affirmative vote of seventy-five percent (75%) of the members of City Council, but any such change shall not take effect for a Director position until the beginning of the next full term following the effective date of the change in compensation.

(d) In the event that any Appointed Director is unable to fulfill the duties of his or her office for a period exceeding six (6) months, a majority of the remainder of the Directors will declare the office of such Director vacant and the City Council will thereupon fill such vacancy as otherwise provided for herein.

(e) Each Appointed Director shall be subject to removal by City Council by the recorded vote of a majority of City Council after a public hearing thereon. The decision of City Council as to such removal shall be final and not subject to review by any court, arbitrator, or other body, and each Director accepting such appointment shall acknowledge the finality of such decision. The Ex Officio Director shall be subject to removal only by removal from the position of City Manager.

147.04 BOARD OF DIRECTORS ORGANIZATION; QUORUM; RECORDS; FUNDS.

(a) As a critical link with City Council, the City Manager shall be the Chair of the Board of Directors except as expressly provided in Section 147.02(a)(1) above. Annually the Board of Directors shall organize by selecting one Director to act as Vice Chair. The Directors will also annually select a Secretary and Treasurer, who need not be a Director. The Secretary and Treasurer may be the same person. The Chair shall preside at all meetings when present and may call special meetings on their motion or shall when requested to do so by any two (2) Directors. The Vice Chair shall preside in the absence of the Chair.

(b) Three (3) Directors members shall constitute a quorum, but any action to be taken by the Directors must be approved by not less than three (3) members.

(c) The Secretary shall keep a certified or approved written record of the proceedings which shall be available for inspection as other municipal records.

(d) The Treasurer shall receive and disburse the funds of the System as directed by the Board of Directors.

147.05 POWERS AND DUTIES.

(a) The Board of Directors shall have the power to set all policies related to the governance, oversight, and operations of the System. The Board of Directors shall also have the power to recommend to City Council tariff changes, capital projects, and borrowings. The Manager and staff will assist the Board of Directors by providing technical advice on such matters to City Council. The Manager and staff will also be responsible for implementing policies and developing procedures to carry out the directives established by the Board of Directors.

(b) The Manager, accountable to the Board of Directors, will have full and complete authority for the supervision, management, control and operation of the System.

(c) All bills for water and sewer service shall be collected and accounted for by the Manager in the manner and form required by law, the Public Service Commission of West Virginia and the ordinances of the City, and all disbursements and accounts of the System shall be ordered paid out only upon approval of said Board of Directors; provided, however, that all such supervision, management and control of the System and the collection and accounting for bills for water and sewer service shall be consistent and in accordance with any ordinances pursuant to which the City may have authorized and issued any bonds from time to time outstanding, which by their terms are payable from and secured by the revenues of the System.

(d) After consultation with the Board of Directors, the Manager or staff designee shall have the power and authority to prepare, evaluate, and negotiate all contracts, agreements and other matters for the final review and approval of the Board of Directors as is necessary or proper for the effective governance, oversight, and operation of the System.

(e) Personnel policies, practices, and other matters affecting the Manager and staff shall, to the extent practicable and unless otherwise approved by City Council, be the same as those undertaken by the City, subject to the provisions of Section 147.06.

147.06 BUDGET; EMPLOYEES; BONDS.

(a) The Board of Directors shall employ, discharge, and fix the compensation of the Manager.

(b) The Board of Directors shall approve an annual budget for the efficient and effective operation of the System.

(c) The Chair and Treasurer, upon their appointment and taking office, shall furnish and file with the Charles Town City Clerk, a bond in an amount to be set by the Board of Directors from time to time, the cost of such bond to be payable from revenues of the System and such bond to be payable to the City and conditioned as to the faithful performance of their respective duties as are fixed by the Board of Directors.

147.07 FINANCIAL REPORTS AND ADMINISTRATIVE SUPERVISION.

(a) The Manager shall provide reports, at least annually, or as otherwise required by law, to the Mayor, the City Manager and City Council, indicating the System's financial condition. City Council may, from time to time, request more current financial statements showing the most recent quarterly financial condition of the System.

(b) The Manager shall also provide to the City Council audited financial statements of the System that have been reviewed with the Board of Directors, minutes of meetings of the Board of Directors, an annual budget for the System, and other information as may reasonably be requested. The Manager shall also make themself available to answer questions from City Council.

147.08 AMENDMENT; REPEAL.

(a) The City Council enacts this article for the assurance and protection of the ratepayers and for the purpose of assuring the holders of debt payable from the income and revenues of the System of an efficient operation and maintenance thereof.

(b) No amendment or repeal of this article shall be enacted unless approved by seventy-five percent (75%) of the members of City Council. Any such amendment or repeal shall otherwise be enacted in accordance with the rules and regulations of City Council.

147.09 SEVERABILITY.

If any provision of this article is held to be invalid or unconstitutional by any court of competent jurisdiction, such invalidity or unconstitutionality shall not otherwise affect or invalidate the other provisions hereto, all of which are hereby declared, and shall be construed, to be separate and severable.

Passed on First Reading: February 14, 2022

Passed on Second Reading: February 22, 2022
(following Public Hearing)

ATTEST:

Robert M. Trainor
Mayor

Daryl Hennessy
City Manager/Clerk

Law Offices of Hoy Shingleton, L.C.
115 Aikens Center, Suite 24
Martinsburg, WV 25404

304-262-4773 Telephone **shinglet@comcast.net**
304-262-4775 Fax

March 7, 2018

Ms. Ingrid Ferrell
Executive Secretary
Public Service Commission of West Virginia
201 Brooks Street
PO Box 812
Charleston, WV 25323

10:28 AM MAR 09 2018 PSC EXEC SEC DIV

RE: ***Case No. 17-0915-PSWD-PC***
Case No. 18-0006-PSD-C

Dear Ms. Ferrell:

Enclosed please find thirteen (13) copies of a proposed "Purchase Agreement" between the Jefferson County Public Service District and the City of Charles Town for the sale of the assets of the Jefferson County Public Service District.

Very truly yours,

Hoy G. Shingleton, Jr., Esquire

HGS/kms
Enclosures
cc: ***Jane Arnett, Utility Manager***
Charles Town Utility Board
832 South George Street
Charles Town, WV 25414

PUBLIC SERVICE COMMISSION
OF WEST VIRGINIA
CHARLESTON

CASE NO. 17-0915-PSWD-PC

10:29 AM MAR 09 2018 PSC EXEC SEC DIV

JEFFERSON COUNTY COMMISSION
Petition for consent and approval of dissolution of
Jefferson County Public Service District.

CASE NO. 18-0006-PSD-C

JEFFERSON COUNTY CITIZENS FOR ECONIMIC PRESERVATION, SHENANDOAH JUNCTION PUBLIC SEWER, INC. and ARCADIA LAND, INC.
Jefferson County,

Complainants,

v.

JEFFERSON COUNTY PUBLIC SERVICE DISTRICT,
A public utility,

Defendant.

NOTICE OF FILING OF AMENDED PURCHASE AGREEMENT BETWEEN THE JEFFERSON COUNTY PUBLIC SERVICE DISTRICT AND THE CITY OF CHARLES TOWN

Comes now, Hoy G. Shingleton, Jr., counsel for the City of Charles, and files a Purchase Agreement between the Jefferson County Public Service District and the City of Charles Town for the sale of the assets of the Jefferson County Public Service District.

Previously, counsel for the Jefferson County Commission had filed a Purchase Agreement for the assets of the Public Service District between the Jefferson County Commission and the City of Charles Town.

This Agreement was approved by the District Board of the Public Service District on March 1, 2018 after a Public Hearing as required by Chapter 16, Article 13A, Section 8a of the Code of West Virginia. The Agreement was approved by the Charles Town City Council during its regular meeting held on March 5, 2018.

The undersigned has been authorized by counsel for both the Jefferson County Public Service District and the Jefferson County Commission to state that they and their clients concur with the filing of this Agreement.

Dated this 7th day of March, 2018.

CITY OF CHARLES TOWN,
By THE CHARLES TOWN UTILITY BOARD,
By Counsel

Hoy G. Shingleton, Jr.
WV Bar # 3378
115 Aikens Center, Suite 24
Martinsburg, WV 25404
Phone (304) 262-4773
Fax (304) 262-4775
Shinglet@comcast.net

CERTIFICATE OF SERVICE

I, Hoy G. Shingleton, Jr., counsel for The City of Charles Town by Charles Town Utility Board, do hereby certify that a copy of the foregoing "**Notice of Filing of Amended Purchase Agreement between the Jefferson County Public Service District and the City of Charles Town.**" has been served this 7th day of March, 2018, upon the following in the manner indicated:

VIA Federal Epress:

Ms. Ingrid Ferrell
Public Service Commission
201 Brooks Street
Charleston, WV 25301

VIA First Class Mail:

Public Service Commission
Attn: Ronald Robinson, Staff Attorney
201 Brooks Street
Charleston, WV 25301

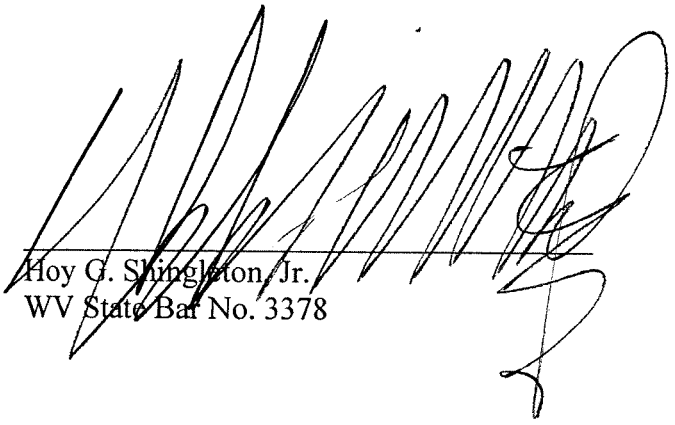
William F. Rohrbaugh
Attorney at Law
142 N. Queen Street
P.O. Box 3090
Martinsburg, WV 25402-3090

Law Offices of Hammer, Ferretti & Sciavoni
Attn: David Hammer
408 W. King Street
Martinsburg, WV 25401

Hanna & Hanna, PLLC
Attn: David Hanna
PO Box 3967
Charleston, WV 25339

Shuman, McCuskey & Clicer, PLLC
Attn: Christopher Negley
1411 Virginia Street, East
PO Box 3953
Charleston, WV 25339

Peter Chakmakian
118 North George Street
PO Box 547
Charles Town, WV 25414



Hoy G. Shingleton, Jr.
WV State Bar No. 3378

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT dated this 1st day of March, 2018, is made and entered into by and between the **JEFFERSON COUNTY PUBLIC SERVICE DISTRICT,** a public service district, public corporation and political subdivision of the State of West Virginia with its principal office at 340 Edmond Road, Suite A, Kearneysville, West Virginia, 25430 ("Seller"), and the **CITY OF CHARLES TOWN,** a municipal corporation and political subdivision of the State of West Virginia, having its principal office at P.O. Box 14, Charles Town, West Virginia, 25414, ("Purchaser," and collectively with the Seller, the "Parties").

RECITALS:

A. Whereas, Seller is a public service district, public corporation and political subdivision of the State of West Virginia created by The County Commission of Jefferson County (the "County Commission") pursuant to the provisions of Chapter 16, Article 13A of the West Virginia Code of 1931, as amended (the "PSD Act"), for the purpose of providing potable water service and sanitary sewerage service within its service territory in Jefferson County, West Virginia (the "County");

B. Whereas, the Seller currently owns and operates a potable water storage and distribution system (collectively, the "District Water System") which provides potable water service to approximately 113 customers, all residing in Jefferson County (collectively, the "District Water Customers");

C. Whereas, the Seller has financed, and in certain instances, refinanced, the design, acquisition, construction and equipping of the District Water System through the issuance of the following water revenue bonds secured by the net revenues of the District Water System as authorized by the PSD Act;

(i) Water Revenue Bonds, Series 2014 A (West Virginia DWTRF Program), dated April 17, 2014, issued in the original aggregate principal amount of $985,350 and outstanding in the principal amount of $916,463 as of December 31, 2017 (the "Series 2014 A Bonds"). The Series 2014 A Bonds mature September, 2045.

December 31, 2017 (the "Series 2014 A Bonds"). The Series 2014 A Bonds mature September, 2045.

(The Series 2014 A Bonds are hereinafter referred to as the "District Water Revenue Bonds").

D. **Whereas**, the Seller currently owns and operates a sanitary sewerage collection and transmission system (collectively, the "District Sewer System") which provides sanitary sewerage service to approximately 2,565 customers, all residing in Jefferson County (collectively, the "District Sewer Customers");

E. **Whereas**, the Seller has financed, and in certain instances, refinanced, the design, acquisition, construction and equipping of the District Sewer System through the issuance of the following sewer revenue bonds secured by a first lien on the net revenues of the District Sewer System as authorized by the PSD Act;

(i) Sewer Revenue Bonds, Series 1988 B, dated May 5, 1988, issued in the original aggregate principal amount of $425,767 and outstanding in the principal amount of $120,091 as of December 31, 2017 (the "Series 1988 B Bonds"). The Series 1988 B Bonds mature October, 2028.

(ii) Sewer Revenue Bonds, Series 1998 B (West Virginia SRF Program), dated June 25, 1998, issued in the original aggregate principal amount of $599,089 and outstanding in the aggregate principal amount of $44,928 as of December 31, 2017 (the "Series 1998 B Bonds"). The Series 1998 B Bonds mature June, 2019.

(iii) Sewer Revenue Bonds, Series 1998 C (West Virginia Infrastructure Fund), dated June 25, 1998, issued in the original aggregate principal amount of $662,039 and outstanding in the aggregate principal amount of $662,039 as of December 31, 2017 (the "Series 1998 C Bonds"). The Series 1998 C Bonds mature June, 2038.

(iv) Sewer Revenue Bonds, Series 1999 A (West Virginia SRF Program), dated December 8, 1999, issued in the original aggregate principal amount of $378,363 and outstanding in the aggregate principal amount of $154,497 as of December 31, 2017 (the "Series 1999 A Bonds"). The Series 1999 A Bonds mature March, 2030.

(v) Sewer Revenue Bonds, Series 2000 A (West Virginia SRF Program), dated June 22, 2000, issued in the original aggregate principal amount of $1,154,889 and outstanding in the aggregate principal amount of $538,944 as of December 31, 2017 (the "Series 2000 A Bonds"). The Series 2000 A Bonds mature December, 2031.

(vi) Sewer Revenue Bonds, Series 2008 A (West Virginia SRF Program), dated June 18, 2008, issued in the original aggregate principal amount of $2,005,000 and outstanding in the aggregate principal amount of $1,403,476 as of December 31, 2017 (the "Series 2008 A Bonds"). The Series 2008 A Bonds mature December, 2038.

(vii) Sewer Refunding Revenue Bonds, 2010 Series A, dated June 24, 2010, issued in the original principal amount of $1,895,000 and outstanding in the aggregate principal amount of $1,300,000 as of December 31, 2017 (the "Series 2010 A Bonds"). The Series 2010 A Bonds mature October, 2028.

(viii) Sewer Revenue Bonds, 2013 Series A, dated June 14, 2013, issued in the original aggregate principal amount of $1,660,000 and outstanding in the aggregate principal amount of $1,270,000 as of December 31, 2017 (the "Series 2013 A Bonds"). The Series 2013 A Bonds mature June, 2028.

(Collectively the above described sewer revenue bonds, excluding the Series 2010 A Bonds and the Series 2013 A Bonds, are hereinafter referred to as the "District Sewer Revenue Bonds").

F. **Whereas**, the Seller has financed, and in certain instances, refinanced, the design, acquisition, construction and equipping of the District Sewer System through the issuance of the following sewer revenue bonds secured by a second lien on the net revenues of the District Sewer System, authorized by the PSD Act, which are junior and subordinate to the District Sewer Revenue Bonds, the Series 2010 A Bonds and the Series 2013 A Bonds:

(i) Sewer Revenue Bond (Sewer Project Development), Series 2015, dated November 3, 2015, issued in the original principal amount of $660,000 and outstanding in the aggregate principal amount of $584,271.22 as of December 31, 2017 (the "Series 2015 Bonds"). The Series 2015 Bonds mature November, 2030.

G. **Whereas,** Purchaser is a municipal corporation and political subdivision of the State of West Virginia, and, pursuant to Chapter 8, Article 20 of the West Virginia Code of 1931, as amended (the "Utility Board Act"), owns both a potable water treatment, storage and distribution system and a sanitary sewerage collection, transmission and treatment system providing service to customers within the municipal boundaries of the Purchaser and the municipal boundaries of the City of Ranson ("Ranson") as well as certain unincorporated areas within the County, and also providing sanitary sewerage service to customers within the municipal boundaries of the Purchaser and providing bulk sewer service to the Seller and Ranson (collectively, the "CTUB System"). The CTUB System is managed and operated on behalf of the Purchaser by the Charles Town Utility Board (the "Utility Board").

G. **Whereas,** the Seller desires to sell to Purchaser and Purchaser desires to purchase from Seller the District Water System and the District Sewer System and to thereafter be the certificated water utility and sewer utility in the Seller's service territory for which Purchaser shall provide certain consideration to Seller as provided herein (collectively, the "Transaction").

NOW THEREFORE, in consideration of the premises and mutual covenants and agreement set forth below the Parties agree as follows:

Section 1: Defined Terms.

For purposes of this Section 1 and this Agreement, the following definitions shall apply (and capitalized terms used in such definitions shall have the meanings assigned in Section

1 or the introductory paragraphs preceding Section 1):

(a) "Assets" shall mean:

(i) All Inventory (including such Inventory in transit as is covered by a vendor purchase order that Purchaser has assumed in writing);

(ii) The Real Property;

(iii) All Fixed Assets;

(iv) All of the service territories, permits, patents, trademarks, service marks, trade names, copyrights, licenses, franchise or dealer licenses and agreements, servitudes, easements, rights-of-way, orders, operating and processing agreements, options, leases of equipment or facilities, other contracts, agreements, rights and privileges, which are owned by Seller, in whole or in part, on in which Seller has an interest; and

(v) All other personal property whether tangible or intangible assets, specifically including, but not limited to, cash, deposit accounts, investment accounts, Capacity Improvement Funds, Capacity Assurance Funds, lending commitments, and accounts receivable.

(b) "Business" shall mean, collectively, the water utility business and sewer utility business currently conducted by the Seller within the Seller's service territory.

(c) "Closing Date" shall mean a date not later than ninety (90) days after all of the Conditions Precedent to Purchaser's obligation to close the Transaction set forth in this Agreement shall have been satisfied.

(d) "Developer Agreements" shall mean the agreements entered into between the Seller and any one or more developers providing for water or sewer service to real property owned by, or under the control of, such developer, which said agreements have been approved by the PSC and which remain unfulfilled by the Seller. Exhibit 1(a) hereto is a list of all Developer Agreements. Seller shall provide copies of all Agreements within thirty (30) days of the date on which this Agreement is executed.

(e) "Fixed Assets" shall mean all tangible personal property owned by the Seller in whole or in part other than Inventory and Real Property, including all water distribution mains, water treatment facilities, water storage tanks, wells, pumps, sewer collection mains, lift stations, manholes, sewer treatment facilities, vehicles, tools and equipment, and any other tangible personal property used and/or useful in providing service to the Seller water customers and Seller sewer customers.

(f) "GAAP" shall mean generally accepted accounting principles consistently applied, as modified by the Public Service Commission of West Virginia ("PSC").

(g) "Capital Improvement Funds" shall mean the sum of all funds in the possession of the Seller paid to the Seller by customers or developers pursuant the Seller's tariff. Attached as Exhibit 1(b) is an itemized list by payors, reflecting payor, real property, date paid and amount, of all Capital Improvement Funds held by Seller.

(h) "Capacity Assurance Agreement" shall mean all agreements entered into by the Seller and a developer to reserve capacity in the District Sewer System. Attached as Exhibit 1(c) is a list of all Capacity Assurance Agreements. Seller shall provide Purchaser copies of all Capacity Assurance Agreements within thirty (30) days of the date on which this Agreement is executed.

(i) "Capacity Assurance Funds" shall mean the sum of all funds in the possession of the Seller paid to Seller by developers pursuant to Capacity Assurance Agreements. Attached as Exhibit 1(b) is an itemized list by payors, reflecting payor, dated provided and amount, of all capital Assurance Funds held by the Seller for which capacity in the District Sewer System has not yet been provided.

(j) "Inventory" shall mean any and all goods, merchandise and other items of tangible personal property owned and held by the Seller at the Locations or held by, or on behalf of, the Seller for sale or other delivery, whether parts or components, finished goods, returned goods or otherwise.

(k) "Land" shall mean all parcels of real property, easements, rights of way, licenses and any other interest in real property owned in whole or in part by the Seller.

(l) "Liabilities" shall mean all existing or future liabilities of the Seller, matured or unmatured, fixed or contingent and known or unknown in respect of any matter or

event arising or occurring prior to the Closing Date which, if unpaid or not otherwise settled or released, would result in a liability to Purchaser or a lien on, or could otherwise be satisfied out of, the Assets.

(m) "Locations" shall mean, collectively, the places of business of the Business in Jefferson County, West Virginia.

(n) "Real Property" shall mean the Land and any and all improvements thereon, specifically including, but not limited to, any buildings, excluding, however, fixtures and other fixtures affixed to the Land or improvements thereon that can be removed without material and irreparable damage to the Land and the improvements thereon (which fixtures are included in the definition of "Fixed Assets," above).

Article 2: Sale and Purchase of Assets.

Subject to the terms and conditions of this Agreement, at the Closing provided for in Section 4, Seller shall convey all of the Assets to Purchaser in consideration for the undertaking by Purchaser of certain financial obligations as specified in this Section 2.

2.1 Purchase Price. As consideration for the acquisition of the Seller Assets the Purchaser shall (collectively, the "Purchase Price"):

2.1.1 Pay to the West Virginia Municipal Bond Commission, on behalf of the Seller, (i) an amount sufficient to pay, on the next prepayment date, the entire outstanding principal of, and accrued interest on, the Seller's Sewer Revenue Bonds, Series 2010 A, and, (ii) an amount sufficient to defease, to the first call date, the entire outstanding principal of, and accrued interest on, the Seller's Sewer Revenue Bonds, Series 2013 A.

2.1.2. Pay the holder of the District's Sewer Revenue Bonds, Series 2015, on behalf of the Seller, an amount sufficient to pay, on the next prepayment date, the entire outstanding principal of, and all accrued interest on, the District's Sewer Revenue Bonds, Series 2015.

2.1.3 Assume the obligations of the Seller set forth in the Developer Agreements and the Capacity Assurance Agreements.

2.1.4 Assume, subject to the consent of the holders thereof, the District's Sewer Revenue Bonds as "Combined Waterworks and Sewerage System Revenue Bonds" of the

Purchaser.

2.1.5 Assume, subject to the consent of the holders thereof, the District's Water Revenue Bonds as "Combined Waterworks and Sewerage System Revenue Bonds" of the Purchaser.

Section 3: Title Matters; Purchaser's Access to, Inspection of and Acceptance of Assets.

3.1 Title Examination. Purchaser shall, at its expense, be responsible for conducting any title examinations and obtaining any title insurance policies it deems advisable. Title to the Real Property shall be good and marketable and insurable at regular rates by a title insurance company licensed in the State of West Virginia selected by Purchaser. The Purchaser shall notify Seller in writing of any title defects to which Purchaser objects disclosed by its examination of the title to the Real Property not later than sixty (60) days after the date of execution of this Agreement. Such notice shall specify any title defects to which Purchaser objects at the conclusion of said sixty (60) day period. Title should be conclusively deemed acceptable to Purchaser except with respect to any matters properly raised by Purchaser within said sixty (60) day period, and any title matters not objected to by Purchaser in the manner and within the time period specified herein shall be deemed to be approved, accepted or waived by Purchaser. In objecting to any defects with respect to Seller's title, Purchaser shall be obligated to act reasonably and agrees not to object to the Permitted Encumbrances or any other matters which would not materially affect the operation of and use of the Real Property for Purchaser's intended use as part of a sewer utility and/or water utility. If Purchaser objects to the condition of the title of any piece of Real Property within said sixty (60) day period, Purchaser may, at its election and in its sole discretion (i) terminate this Agreement without recourse or liability on its part, or (ii) extend the date of Closing an additional period of time, not exceeding one hundred twenty (120) days, during which time Seller shall cure the objections to title at its sole cost and expense.

3.2 Warranty and Representation as to Title.

(a) Seller warrants and represents to Purchaser that it has the authority to convey title to the Assets, free and clear of all claims, liens, or other encumbrances of record,

other than the Permitted Encumbrances (as this term is defined in this Section), by a covenant of special warranty.

"Permitted Encumbrances" means (i) real estate taxes and assessments both general and special, which are a lien but not due and payable at the time of Closing; (ii) those encumbrances created by or affirmatively assumed in writing by Purchaser; (iii) those encumbrances specifically set forth in this Agreement; (iv) zoning ordinances, provided the same do not interfere with Purchaser's intended use, which is as a water utility or sewer utility; (v) state or municipal highways, roads, thoroughfares, and any easements thereof; and (vi) restrictions and utility easements of record, provided the same do not interfere with the Purchaser's intended use as part of a water utility or sewer utility.

(b) Seller shall execute and deliver to Purchaser at Closing such deeds, assignment of easements, assignment of judgments and bill of sale and any certificates of title to any vehicles, covering all of the Assets, which shall contain a special warranty of title as to the Assets subject only to the Permitted Encumbrances. As reasonably required by Buyer, Seller shall also execute and deliver at (and after) the Closing of such other deeds, assignments, bills of sale, certificates of title and other documents or instruments which are appropriate to transfer the Assets to Buyer (collectively, the "Supplemental Assignments").

3.3 Purchaser's Access to Assets.

(a) Purchaser and its authorized employees, agents and contractors shall be provided full access to the Assets for the purpose of conducting inspections for any purpose, specifically including, but not limited to, the existence of any environmental conditions on, under or affecting the Assets which could affect Purchaser's intended use of the Assets. Purchaser agrees to repair any material damage to the Assets resulting from Purchaser's inspections thereof and to indemnify, save and hold Seller harmless, to the extent permitted by law, from and against any and all loss, damage, cost, fine, suit, claim and liability arising as a result of Purchaser's inspections of the Assets. This indemnity shall, to the extent permitted by law, survive termination of this Agreement. Purchaser shall complete such inspections as it deems necessary within one hundred twenty (120) days of the execution of this Agreement by the Parties (the "Inspection Period") and notify the Seller of any objections.

(b) Purchaser's Acceptance of Assets. If Purchaser, in Purchaser's sole discretion, is not satisfied with the results of Purchaser's inspections as referenced above, Purchaser may

notify Seller on or before the expiration of the Inspection Period that Purchaser is not satisfied with the results of Purchaser's inspections and that Purchaser is terminating this Agreement. Such notice shall be sent to Seller in writing on or before the expiration of the Inspection Period and, upon the transmittal of such notice by Purchaser by a method provided in Section 14 hereof, this Agreement shall be deemed terminated, canceled and of no further force or effect.

Section 4: Closing.

4.1 Closing. The Closing of the sale and purchase of the Assets contemplated hereby (the "Closing") shall take place on the Closing Date at 10:00 a.m. at the Law Offices of Hoy G. Shingleton, Jr., 115 Aikens Center, Suite 24, Martinsburg, West Virginia or at such other location as shall be agreed upon by the Parties.

4.2 Delivery of Assets. At the Closing, Seller shall deliver to Purchaser deeds, assignments, bills of sale and certificates of title and all other documentation of ownership, representing all of the Assets in proper form for transfer, thereby transferring to Purchaser good and marketable title to the Assets, free and clear of all liens, encumbrances and security interests of record, except Permitted Encumbrances.

4.3 Simultaneous Transactions. All actions taken and transactions consummated at the Closing shall be deemed to have occurred simultaneously and no such transaction shall be considered consummated unless all are consummated.

Section 5: Conditions Precedent to the Obligations of Purchaser.

All obligations of Purchaser to be discharged under this Agreement at the Closing are subject to the fulfillment, prior to or at the Closing, of each of the following conditions (unless expressly waived in writing by Purchaser at any time at or prior to the Closing):

5.1 The consideration to be given by Purchaser shall not exceed the consideration outlined in Section 2.1 of this Agreement.

5.2 There shall not have been a materially adverse change in the Business or operations of the Business.

5.3 There shall have been no litigation instituted having as an objective the enjoining of the Transaction or seeking a lien on any Asset or any restraint on the operation of the Business which would prevent the acquisition of the District Water System and District Sewer System by

Purchaser.

5.4 Not less than sixty percent (60%) of the duly appointed members of the Public Service Board of the Seller shall have adopted a resolution finding that it is in the best interests of the Seller and its customers to sell the Assets of the District Water System and District Sewer System to Purchaser pursuant to the terms and provisions of this Agreement, after holding a public hearing regarding the sale of the Assets as required by the PSD Act.

5.5 The County Commission shall have approved the sale of the Assets of the District Water System and District Sewer System to the Purchaser pursuant to the terms and provisions of this Agreement as required by the PSD Act.

5.6 The County Commission shall have adopted an Order dissolving the Seller simultaneously with the Closing pursuant to the provisions of the PSD Act.

5.7 The PSC shall have entered a Final Order, to which all appeal periods have expired, which shall: (i) approve the terms and conditions of this Agreement; (ii) authorize the Seller to convey the Assets of the District Water System and District Sewer System; (iii) grant to the Purchaser the authority to acquire and operate the District Sewer System and the District Water System as part of the CTUB System at the tariffs approved by the PSC as of the date of the execution of this Agreement by the Parties; and (iv) approve the dissolution of the Seller simultaneously with the Closing.

5.8 Purchaser shall have received a satisfactory opinion of Seller's counsel, dated the Closing Date, in form and substance satisfactory to Buyer, confirming the matters set forth in Sections 9.1, 9.2, 9.3 and 9.9.

5.9 Purchaser shall have received a satisfactory opinion of Seller's counsel, dated the Closing Date, to the effect that the deeds, assignments and bill of sale, and the supplemental assignments existing at such time are each in proper form for recording in each jurisdiction where the Assets are located, and when duly executed, acknowledged and delivered by Seller to Purchaser will transfer, assign, and convey to Purchaser the Assets, free and clear of all liens and encumbrances of record, except the Permitted Encumbrances.

5.10 Seller's representations and warranties herein shall be true, and Seller shall not be in breach of its covenants contained herein, in all material respects at the Closing.

5.11 All consents, permits and approvals from anyone not a party hereto that may be required in connection with the performance of this Agreement or for Purchaser's operation of

the Business after the Closing Date shall have been obtained. These consents, permits and approvals shall include, but not be limited to, all consents, permits or approvals required to own and operate the Business issued by the West Virginia Department of Health, the West Virginia Division of Environmental Protection and the PSC.

Section 6: Conditions Precedent to the Obligations of Seller.

All obligations of Seller to be discharged under this Agreement at the Closing are subject to the fulfillment, prior to or at the Closing, of each of the following conditions (unless waived in writing by Seller at any time at or prior to the Closing):

6.1 Purchaser shall provide to Seller the consideration as described in Section 2.1 hereof.

6.2 There shall have been no litigation instituted having as an objective the enjoining of the Transaction.

6.3 The Seller shall have obtained approval from the PSC and such other federal or state governmental authorities having any control over the transfer of the District Water System or the District Sewer System to the Purchaser pursuant to the terms of this Agreement.

6.4 Seller shall have received a satisfactory opinion of Purchaser's counsel concerning Purchaser's authority to execute and perform this Agreement, the absence of conflicting agreements and such other matters as Seller's counsel shall reasonably require.

6.5 Seller shall have received a satisfactory opinion of Purchaser's counsel that the Purchaser has adopted changes to Chapter 147 of the Purchaser's Code, effective upon consummation of the Transaction, (i) that the Utility Board will continue, following the acquisition of the Assets, to be comprised of five (5) members, each of which, having the same rights and responsibilities, shall be appointed by the Council of the Purchaser and (ii) within twenty-four (24) months of Closing the Chair of the Utility Board shall be selected by vote of the members of the Utility Board. The Purchaser will further provide that, with respect to one (1) member of the Utility Board, the Council of the Purchaser will consider the recommendation of the County Commission for the individual to serve on the Utility Board as follows:

(a) The County Commission shall have the right to nominate not more than three (3) individuals to serve as a member of the Utility Board, each of whom shall satisfy all of the following criteria:

(i) Resident of Jefferson County, West Virginia;

(ii) Customer of the CTUB served by the Assets of the former "District Sewer System," or extensions thereof; and,

(iii) Customer of the CTUB paying the same prevailing sewer rate charged to the customers of the former "District Sewer System."

The Council of the Purchaser shall timely either (i) select one (1) of the individuals so nominated by the County Commission, or (ii) ask the County Commission to nominate not more than three (3) different individuals, each of whom shall satisfy all of the above criteria, who have not previously been so nominated for consideration by the Council of the Purchaser.

(b) If the Council of the Purchaser requests that the County Commission nominate not more than three (3) additional individuals, each of whom shall satisfy all of the above criteria, the County Commission shall nominate not more than three (3) such individuals who have not previously been nominated for consideration to serve as a member of the Utility Board.

6.6 Seller shall have received a satisfactory opinion of Purchaser's counsel that the Purchaser has adopted changes to Chapter 147 of the Purchaser's Code, effective upon consummation of the Transaction, that the County Commission shall have the right to appoint an individual to serve as the "County Liaison" to the Utility Board, the identity of which individual shall be at the sole and exclusive discretion of the County Commission, and such individual as County Liaison:

(a) Shall have the right to engage in all discussion and debate at meetings of the Utility Board, with the exception of any executive session under W.V. Code Section 6-9A-1, *et seq.*, as would a member of the Utility Board, and such right to engage in discussion and debate of the Utility Board shall not be limited as would a member of the public;

(b) Shall not be voting member of the Utility Board, nor have the right to make or second any motion at a meeting of the Utility Board; and

(c) Shall receive all notices of meetings and documents and other materials provided to any member of the Utility Board either in anticipation of, or prior to, any meeting of the Utility Board, except to the extent any such documents or other materials relate to, or are in connection with, any issue which could be considered in executive session by the Utility Board pursuant to W.V. Code Section 6-9A-1 *et seq.*

Section 7: Representations and Warranties of Seller.

Seller makes the following representations and warranties to Purchaser as of the date of execution of this Agreement and shall confirm same as of the Closing as set forth in this Section 7. References herein to Seller's knowledge or belief or awareness shall include the knowledge of Seller and its employees.

7.1 Organization and Status of Seller. Seller is a public service district, a public corporation and political subdivision of the State of West Virginia, and has the authority to transfer its assets to the Purchaser pursuant to the terms and conditions of this Agreement.

7.2 Authority. Seller has full right and authority to execute this Agreement, to perform its obligations hereunder and to consummate the Transaction provided for herein. All required action with respect to Seller has been taken to approve this Agreement and the Transaction contemplated hereby. This Agreement constitutes the valid and binding obligation of Seller, enforceable in accordance with its terms, subject, however, to the effect of bankruptcy, insolvency, reorganization, moratorium and similar laws from time to time in effect relating to the rights and remedies of creditors, as well as to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law). The execution and delivery of this Agreement, the consummation of the Transaction contemplated hereby and the performance by Seller of this Agreement in accordance with its terms will not require the approval or consent of, or notice to or filing with, any foreign, federal, state, county, local or other governmental or regulatory body except for approvals required by the federal and state governmental authorities as set forth in Sections 5.4, 5.5, 5.6, 5.7 and 5.11 of this Agreement.

7.3 No Breach. The execution, delivery and performance by Seller of this Agreement does not and will not (i) result in any violation by Seller of any law, rule or regulation, or any judgment, injunction, order, decree, permit or license of any judicial or administrative authority or any arbitrator applicable to Seller, or (ii) conflict with, breach or, with notice or the passage of time or both, result in a breach by Seller of any agreement or lease to which Seller is a party or by which Seller or any of its property may be bound. Seller is not a party to, or bound by, any judgment, injunction or decree of any court or governmental authority, or any such agreement or lease, which in any material respect may restrict or interfere with the performance of this Agreement.

7.4 Financial Statements; Subsequent Events.

7.4.1 Financial Statements. Seller has delivered to Purchaser the Seller's financial statements for the year ending June 30, 2017 relating to the District Water System and District Sewer System.

To the best of Seller's knowledge, after due inquiry:

7.4.2 Absence of Certain Events.

(a) Since the most recent balance sheet, the Seller has not (i) suffered any material adverse change in its business, properties, assets or liabilities, operations or financial conditions; (ii) terminated or amended, or suffered termination or amendment of, any material lease, contract or other agreement to which it is or was a party or under which it is or was bound or possessed rights; (iii) made any material change in accounting method or practice; (iv) entered into any agreement or commitment (whether or not in writing) to take or do any of the actions described in subsections (i) through (iii) above.

(b) Except as fully disclosed in this Agreement or as expressly required or permitted by this Agreement, the Seller has (i) continued the Business, conducted its operations and maintained its equipment and facilities in substantially the same manner as during the preceding fiscal year; (ii) used its best efforts to preserve the good will of its suppliers, customers, potential customers, and all others have relationships with the Business; and (iii) maintained its books, records and accounts in accordance with GAAP applied in the usual, regular and ordinary manner.

7.5 Ownership and Condition of Assets.

7.5.1 Real Property. Seller has the authority to convey title to the Real Property to be purchased by Purchaser pursuant to this Agreement, including, without limitation, easements and rights-of-way, free and clear of all claims, liens or other encumbrances of record, other than the Permitted Encumbrances, by a covenant of special warranty.

7.5.2 Inventory, Accounts Receivable and Other Assets. Seller has the authority to convey title to and ownership of all Assets, specifically including, but not limited to, fixed assets, Inventory, personal property, whether tangible or intangible, and all other assets and properties identified in this Agreement or reflected in the financial statements or acquired by or for the Business since June 30, 2017, except for those Assets disposed of in the ordinary course

of business subsequent to June 30, 2017, free and clear of all liens, encumbrances and restrictions of record, except the Permitted Encumbrances, inchoate liens prescribed by law, liens securing debt provided that fully executed releases for such liens are delivered to Purchaser (and where necessary to the release of such liens, placed of record in the applicable state and local Uniform Commercial Code and real estate records) as of the Closing Date, and other encumbrances and restrictions not securing debt and not materially and adversely affecting the value or utility of Asset, by a covenant of special warranty.

7.6 Liabilities. Except as explicitly permitted hereby, Seller has no knowledge of any liabilities as of June 30, 2017 (accrued, contingent or otherwise) that should have been but were not adequately reflected or adequately reserved against in the financial statements.

Except as so disclosed or agreed to by Purchaser subsequent to June 30, 2017, Seller has not incurred any liability (accrued, contingent or otherwise), including, without limitation, those of the types alluded to in the preceding sentence nor does Seller have any knowledge that any liability will be claimed or incurred in the future.

7.7 Contracts.

9.7.1 Material Contracts. Except as disclosed within thirty (30) days after the execution of this Agreement by the Parties, Seller is not a party to or bound by any written or oral contract, agreement or commitment which may be material to the Business of Seller to be maintained, owned or held as of and after the Closing Date (collectively, "Contracts"). Except for immaterial short term supply and equipment maintenance contracts, ("MROs" [*i.e.*, maintenance, repair and operation]) all Contracts shall be deemed material, and shall be included with the definition of "Contracts". Seller shall furnish the Purchaser copies of all Contracts specifically including, without limitation, MRO Contracts within thirty (30) days after the execution of this Agreement by the Parties.

7.8 Insurance. With respect to the Business (i) Seller has not been refused any insurance, nor has the coverage of Seller been limited by any insurer; (ii) Seller shall indemnify and hold Purchaser harmless from and against any and all claims, costs, expenses, liabilities and premiums relating to any and all such insurance policies and coverage, and any and all illnesses, injuries, claims, claims processing and handling, premiums or other matters related thereto, that occur, relate to or arise out of any time period before the Closing; and (iii) Purchaser shall have no responsibility for or with respect to any such matters and items.

7.9 Litigation, Investigations and Claims.

To the knowledge of the seller:

(a) There is no existing, pending or, to the knowledge of Seller, threatened litigation, arbitration, judgment, court order, decree, injunction, administrative order, claim (including, without limitation, any claim for Withdrawal Liability), dispute or process, against the Assets or the operation of the Business, whether or not allegedly in the name of Seller;

(b) There is no investigation, cessation order or notice of violation or other proceeding, administrative or otherwise, concerning the existence of any fact or facts and there are no conditions which would result in the commencement of any of the foregoing, against the Assets or the operation of the Business (if directly or indirectly related to Seller and its Business) that, in the case of either Sections 7.9(a) or 7.9(b) of this Agreement, would materially and adversely affect the Assets or the operation of the Business or that would prevent or hinder the consummation of the Transaction;

(c) The Seller is not in default in respect of any order, writ, injunction, decree or process of any arbitrator or court or of any foreign or domestic, national, state, municipal or other governmental commission, board, department or agency, which default would have a material adverse effect on either the Assets or the operation of the Business; and

(d) Seller has not received notice with respect to a charge of violation of any provision of any foreign, federal, state or local law or administrative ruling or regulation relating to any material aspect of the Business which violation, if proved, is likely to have a material adverse effect on the Assets or the operation of the Business.

7.10 Completeness of Books and Records. To the knowledge of Seller, the books, records and accounts of the Business accurately and fairly reflect its transactions and assets and liabilities.

7.11 Eminent Domain or Condemnation Proceedings. To the knowledge of the Seller, there are no eminent domain or condemnation proceedings pending or threatened against any parcel or interest in the Real Property.

7.12 Corporate Minutes. Seller shall make its best efforts to make available to Purchaser for inspecting true and correct copies of minutes of meetings of the Public Service Board of the Seller relating to the authorization of this Agreement.

7.13 Taxes. To the knowledge of Seller, there are no unpaid taxes, additions to tax,

penalties, or interest payable by Seller or by any other person that are or could become a lien on the Assets or otherwise adversely affect the operation of the Business. To the knowledge of Seller, the Seller has collected or withheld all amounts required to be collected or withheld by Seller for income, social security, unemployment, excise, or any other taxes or assessments, and all such amounts have been paid to the appropriate governmental agencies or set aside in appropriate accounts for future payment when due. To the knowledge of Seller, the financial statements fully and properly reflect, as of June 30, 2017, the liabilities of Seller for all accrued taxes, additions to tax, and penalties and any interest thereon, and interest of the Business.

7.14 Brokers. All negotiations relative to this Agreement and the Transaction contemplated hereunder have been conducted and carried out by the Seller directly with Purchaser and without the assistance or intervention of any other person so as, through action of the Seller or otherwise, to give rise to any valid claim against Seller for a finder's fee, broker's fee, commission or other like payment. Seller has not engaged, retained or contracted with any finder, broker or similar person with respect to the sale of the Assets, or of any part thereof, so as to incur any liability for a finder's fee, broker fee, commission or like payment in connection with the execution of this Agreement or the consummation of the Transaction contemplated hereunder.

7.15 No Misleading or Untrue Representations or Warranties. To the knowledge of Seller, no representation or warranty in this Agreement, the schedules hereto or any other written statement, certificate or exhibit furnished by Seller pursuant to this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements contained therein not materially misleading.

Section 8: Representations and Warranties of Purchaser.

Purchaser makes the following representations and warranties to Seller as of the date of the execution of this Agreement and shall confirm same as of the Closing set forth in this Section 8. References herein to Purchaser's knowledge, belief or awareness shall include the knowledge, belief or awareness of the Utility Board and its employees.

8.1 Organization, Status and Authority of Purchaser. Purchaser is a West Virginia Municipal Corporation and political subdivision of the State of West Virginia and has full right and authority to execute this Agreement, to perform its obligations hereunder and to

consummate the Transaction provided for herein. All required corporate action with respect to Purchaser has been taken to approve this Agreement and the Transaction contemplated hereby. This Agreement constitutes the valid and binding obligation of Purchaser, enforceable in accordance with its terms. The execution and delivery of this Agreement, the consummating of the Transaction contemplated hereby, and the performance by Purchaser of this Agreement in accordance with its terms will not require the approval or consent of, or notice to or filing with any foreign, federal, state, county, local or other governmental or regulatory body except as otherwise disclosed by this Agreement.

8.2 No Breach. The execution, delivery and performance by Purchaser of this Agreement do not and will not (i) result in any violation of any law, rule or regulation, or any judgment, injunction, order, decree, permit or license of any judicial or administrative authority or arbitrator applicable to Purchaser; or (ii) conflict with, breach, or with notice or the passage of time, or both, result in a breach by Purchaser of any agreement or lease to which Purchaser is a party or by which it or any of its property be bound. Purchaser is not a party to, or bound by, any judgment, injunction or decree of any court or governmental authority, or any such agreement or lease, which in any material respect may restrict or interfere with the performance of this Agreement.

8.3 Brokers. All negotiations relative to this Agreement and the Transaction contemplated hereunder have been conducted and carried out by the Purchaser directly with Seller and without the assistance or intervention of any other person so as, through action of the Purchaser or otherwise, to give rise to any valid claim against Purchaser for a finder's fee, broker's fee, commission or other like payment. Purchaser has not engaged, retained or contracted with any finder, broker or similar person with respect to the acquisition of the Assets, or any part thereof, so as to incur any liability for a finder's fee, broker fee, commission or like payment in connection with the execution of this Agreement of the consummation of the Transaction contemplated by this Agreement.

Section 9. Seller's Covenants.

9.1 Conduct of Business Prior to Closing. Seller covenants that during the period from the date of execution of this Agreement by the Parties to and including the Closing Date, except as otherwise expressly required or permitted by this Agreement or approved in writing by

Purchaser:

(a) The Business will be conducted in the normal and ordinary course of business, in its current operating condition, all so as to produce during such period continuous compliance with Section 7.4.2.

(b) There will be no execution of contracts or undertakings of obligations with respect to the Business out of the normal course, specifically including, without limitation, maintenance contracts as well as agreements covered by Section 7.7.1 hereof, without prior written consent of Purchaser.

(c) Maintenance of facilities and equipment will be conducted in accordance with prudent practice.

(d) No sale, option to sell or other disposition of all, or any portion of, the Business will be made or permitted by Seller.

(e) Seller will operate and maintain the Business in a sound and prudent manner and will use its reasonable efforts not to allow any contract, lease, permit, license, franchise, certificate or privilege necessary for the operation of the Business to lapse, terminate or be in default and not to violate or to allow liability to arise under any law or regulation or any permit or license. Seller will timely file all required reports and notices with the applicable governmental agencies and authorities and will properly and timely pay all expenses, bonuses, rentals, royalties or other payments due and owing with respect to the Assets and the operation of the Business.

(f) Seller will not take or fail to take, or suffer Seller to take or fail to take, any action that would result in the representations and warranties of Seller set forth herein to be untrue at the Closing as if made at that time.

(g) Seller will collect and withhold all amounts required to be collected or withheld by Seller for income, social security, unemployment, excise, or any other taxes or assessments in respect of the Business and will pay to the appropriate governmental agencies or set aside in appropriate accounts any such amounts.

(h) Seller covenants that it will not enter into or permit the Business to enter into any collective bargaining agreement or other labor agreement with any union or other labor organization without Purchaser's prior written agreement.

Section 10: Purchaser's Covenants.

10.1 Employment of Existing Personnel. The Purchaser shall, through the Utility Board, offer full-time employment to employees who are active employees of the Seller as of the Closing Date for a period of two (2) years, provided, however, that each individual possesses a valid driver's license, a high school diploma or GED equivalent, and passes a routine pre-screening physical, including testing for illicit drugs, and other examinations and background tests required of all other individuals for employment with the Utility Board. Excepting credited years of service and accrued vacation leave, the terms of employment for any such employee of the Seller subsequently hired by the Utility Board shall be at the sole discretion of the Utility Board, and employees may be terminated or disciplined for cause. The job descriptions and the duties of the employees of the Seller subsequently hired by the Utility Board shall be determined by the Utility Board and all such employees shall be subject to the terms and conditions of the Personnel Policies of the Utility Board. The Utility Board will credit vacation leave accrued on the financial records of the Seller of each such employee of the Seller subsequently hired by the Utility Board. The Utility Board will credit years of service of Seller employees subsequently hired by the Utility Board as if those years of service had been in the service of the Utility Board for all purposes including sick leave / paid time off and retirement benefits.

The Parties agree that employees employed by the Seller and subsequently hired by the Utility Board will be deemed by the Parties to have transferred employment without a break in service and, therefore not be subject to any notice requirement in order to leave the Seller for the Utility Board's employ.

10.2 Extension of Service. The Purchaser shall, at all times in the future, continue to operate the District Water System and District Sewer System in a professional and businesslike manner and will provide potable water and sanitary sewer service to all areas of the County subject only to the limitations in the Utility Board Act, provided, however, that the Purchaser is only willing to extend water or sewer service when such extension of service is technically and economically feasible. The determination as to the technical and financial feasibility of an extension of water or sewer service will be in the sole discretion of the Purchaser, provided, however, the Purchaser specifically agrees and affirms that the rules and regulations of the PSC, as presently existing or as may be modified in the future, specifically

including, but not limited to, 150 W.V. CSR 7.5.5 and 150 W.V. CSR 5.5.5., regulate the provision of public utility service to unserved customers by public utilities and the right of an individual or party seeking service to bring an action at the PSC to enforce such rules and regulations.

10.3 Existing Seller Water Tariff. The Purchaser will agree to enact, prior to the Closing Date, an ordinance modifying the Purchaser's existing tariff for water service to provide that the customers served by the District Water System as of the Closing Date, as well as future customers added thereon, shall be charged at the same tariff for water service from the Seller in existence as of the Closing Date. The Purchaser acknowledges and agrees that the rates and charges under the Seller's existing tariff for water service are higher than such rates and charges for water service from the Purchaser and the Purchaser agrees that it shall exercise its best efforts to equalize the rates and charges for water service of all water customers of the Purchaser within ten (10) years after the Closing Date.

10.4 Existing Seller Sewer Tariff. The Purchaser will agree to enact, prior to the Closing Date, an ordinance modifying the Purchaser's existing tariff for sewer service to provide that the customers served by the District Sewer System as of the Closing Date, as well as future customers added thereon, shall be charged at the same tariff for sewer service from the Seller in existence as of the Closing Date. The Purchaser acknowledges and agrees that the rates and charges under the Seller's existing tariff for sewer service are higher than such rates and charges for sewer service from the Purchaser and the Purchaser agrees that it shall exercise its best efforts to equalize the rates and charges for sewer service of all sewer customers of the Purchaser within ten (10) years after the Closing Date.

Section 11: Miscellaneous Provisions.

11.1 Release and Indemnification. Purchaser, to the extent permitted by law, hereby agrees to indemnify, defend and hold harmless Seller from and against any and all costs, expenses, damages, losses, claims, and liabilities (collectively, the "Losses") incurred by Seller in connection with (i) any failure to perform, breach or default (whether actual or alleged) by Purchaser after Closing under any Contracts and/or Leases of Seller assumed by Purchaser, and (ii) any actions or inactions relating to the Assets that occur or arise after the Closing unless such Losses result from Seller's direct actions. These obligations of Purchaser shall survive Closing.

11.2 Approvals. Seller and Purchaser shall cooperate with one another in promptly complying with all applicable government filing, approval or consent requirements as may be necessary or desirable in order to close the Transaction contemplated hereunder.

Section 12: Termination of the Agreement.

12.1 Purchaser's Rights. If any of the conditions specified in Section 5 of this Agreement are not satisfied at or prior to the Closing, and if any such condition is not waived by Purchaser, and if any such failure is not cured by Seller within thirty (30) days after written notice from the Purchaser of the failure of any such condition, or if the Closing is not held as provided in Section 4.1 for any reason other than a default by Purchaser hereunder, then Purchaser may, without liability, terminate this Agreement by written notice to Seller.

12.2 Seller's Rights. If any of the conditions specified in Section 6 of this Agreement are not satisfied at or prior to the Closing, and if any such condition is not waived by Seller, and if any such failure is not cured by Purchaser within thirty (30) days after written notice from the Seller of the failure of any such condition, or if Closing is not held as provided in Section 4.1 for any reason other than a default hereunder by Seller, then Seller may, without liability, terminate this Agreement by written notice to Purchaser.

12.3 Effect of Termination. In the event of the termination of this Agreement pursuant to the provisions of this Section 11, this Agreement shall become void and have no effect, without any liability on the part of any party hereto or its directors, officers or asset holders, in respect of this Agreement, provided that Sections 13.4 and 13.5 shall survive any such termination.

Section 13: Survival of Representations, Covenants and Warranties.

13.1 Seller's Representations, Agreements, Covenants and Warranties. The representations, warranties, agreements and covenants made by Seller herein, except as they may be fully performed prior to or contemporaneously with the Closing, shall survive the Closing and shall be fully enforceable at law or in equity against Seller and its successors and assigns by Purchaser and its successors and assigns, until the date one (1) year following the Closing Date, provided that the foregoing one-year limitation shall not apply to any liabilities, representations,

warranties, covenants or agreements as to taxes or environmental matters or to any claims made in writing to Seller during such one-year period, or to any Claim or pending actions

13.2 Purchaser's Representations, Agreements, Covenants and Warranties. The representations, warranties, agreements and covenants made by Purchaser herein, except as they may be fully performed prior to or contemporaneously with the Closing, shall survive the Closing and shall be fully enforceable at law or in equity against Purchaser and its successors and assigns by Seller and its successors and assigns, until the date one (1) year following the Closing Date, provided that the foregoing one-year limitation shall not apply to any claims made in writing to Purchaser concerning Purchaser's Covenants set forth in Section 10 .

Section 14: General Provisions.

14.1 Notices. All notices, requests, demands and other communications hereunder shall be furnished to the other party at the address listed below, shall be in writing, and shall be deemed to have been duly given if delivered personally or by certified mail, return receipt requested:

(a) If to Seller to:

JEFFERSON COUNTY PUBLIC SERVICE DISTRICT
Attn: General Manager
340 Edmond Road, Suite A
Kearneysville, WV 25430

Copy to:

Hammer, Ferretti & Schiavoni Law Offices
Attn: David Hammer, Esquire
408 W. King Street
Martinsburg, WV 25401

(b) If to Purchaser to:

CITY OF CHARLES TOWN
Attn: City Manager
P.O. Box 14
Charles Town, WV 25414

Copy to:

CHARLES TOWN UTILITY BOARD
Attn: Jane Arnett

832 South George Street
Charles Town, WV 25414

Law Offices of Hoy Shingleton, L.C.
Hoy G. Shingleton, Jr., Esq.
115 Aikens Center, Suite 24
Martinsburg, West Virginia 25405

14.2 Entire Agreement; Amendments. This Agreement supersedes all prior agreements between Purchaser and Seller or any of their respective affiliates (written or oral) relating to the subject matter, is intended as an entire and complete statement of the terms of the Agreement between the Parties, and may be amended or modified only by a written instrument executed by Purchaser and Seller.

14.3 Expenses. Except as otherwise specifically provided herein, each party to this Agreement shall pay its own expenses (including, without limitation, the fees and expenses of their respective agents, representatives, counsel and accountants) incidental to the preparation and carrying out of this Agreement and the consummation of the Transaction.

14.4 Confidentiality. All books, records and documents and information provided to Purchaser in connection with this Transaction shall, to the extent permitted by law, be kept confidential and shall not be disclosed to the officers or employees of the Parties except those individuals whose assistance in the preparation and consummation of the Transaction is in good faith deemed essential. In the event that the Transaction is not consummated for any reason, all books, records and documents delivered by either party shall promptly be returned and no copies shall be retained.

14.5 No Third Party Beneficiaries. Nothing in this Agreement shall entitle any person other than the undersigned Parties, and the persons designated as Purchaser Indemnities or Seller Indemnities, to any claim, cause or action, remedy or right of any kind.

14.6 Law to Govern. This Agreement shall be executed, construed, performed and enforced in accordance with the substantive laws of the State of West Virginia.

14.7 Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

14.8 Counterparts. This Agreement may be executed simultaneously in any number

of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

14.9 Parties in Interest. This Agreement shall inure to the benefit of and be binding upon Purchaser, and its successors and assigns, and upon Seller, and its successors and assigns. Notwithstanding the foregoing, this Agreement shall not be assigned by any party, in whole or in part, by operation of law or otherwise, except that Purchaser may assign any or all its interests hereunder to the Utility Board.

14.10. Currency. All references to "dollars" or "$" herein are references to lawful money of the United States of America.

14.11 Public Disclosures. Except as required by law, neither party shall make any public disclosure with respect to this Agreement without prior written notice to, and consultation with, the other party.

Section 15: Public Service Commission.

15.1 Both Seller and Purchaser recognize that Seller and the Utility Board are regulated utilities subject to the jurisdiction of the PSC and they acknowledge that this Agreement or any amendments thereto must be approved by the PSC. The Parties covenant and agree that they shall make a diligent effort to secure the permission of the PSC for the approvals required of the PSC pursuant to this Agreement and any amendments thereto, and the Closing Date as set forth herein shall be extended for such time as necessary to receive such approval. In the event that any such approval of the PSC is not secured or reasonably forthcoming then either party, at its option, may declare this Agreement null and void and be released of all obligations hereunder.

IN WITNESS WHEREOF, the Parties have executed or caused this Agreement to be executed by their respective officers hereunto duly authorized, as of the date first above written.

SELLER:

JEFFERSON COUNTY PUBLIC SERVICE DISTRICT

By: _____

Its: CHAIR

PURCHASER:

CITY OF CHARLES TOWN

By: _____

Its: _____

IN WITNESS WHEREOF, the Parties have executed or caused this Agreement to be executed by their respective officers hereunto duly authorized, as of the date first above written.

SELLER:

JEFFERSON COUNTY PUBLIC SERVICE DISTRICT

By: _____

Its: _____

PURCHASER:

CITY OF CHARLES TOWN

By: _____

Its: Mayor

EXHIBIT
1(a)

Jefferson County Public Service District
Alternate Mainline Extension Agreements

Development	AMEA PSC Case No.	Date Initiated	Date Approved	Status	Development Complete?	Total Development EDU's Requested	Total EDU's Used	Total EDU's Remaining
Breckenridge	97-1468-PSD-ECN	N/A	2/26/1998	Final	Yes	282	282	0
Briar Run	97-1468-PSD-ECN	N/A	2/26/1998	Final	No	436	305	131
Briar Run Addenda	07-0294-PSD-PC	3/07	1/14/2009	Final				
Cambridge	97-1468-PSD-ECN	N/A	2/26/1998	Final	No	151	79	72
Cambridge Addenda	07-0294-PSD-PC	3/07	1/14/2009	Final				
Spruce Hill North	05-1487-PSD-PC	11/05	8/1/2006	Final	Yes	119	119	0
Harvest Hills	05-0908-PSD-PC	6/05	11/18/2005	Final, not signed	No	392	0	392
Beallair (and 2017 Amendment)	02-1791-PSD-PC	11/02	3/2/2004	Final	No	304	89	215
Jefferson Crossing	94-0739-PSWD-PC	8/94	4/11/1995	Final	No	287	287	0
Green Meadows/County Green	02-0650-PSD-PC	5/02	7/17/2002	Final	Yes	77	77	0
Jefferson Avenue	02-0069-PSD-PC	1/02	7/1/2002	Final	Yes	7	7	0
Norborne Glebe	00-1272-PSD-PC	6/05	11/18/2005	Final	No	1000	237	763
Robelei	95-0563-PSD-PC	6/95	10/12/1995	Final	Yes	34	34	0
Greenfield/Hillside	01-1694-PSD-PC	1/02	7/7/2002	Final	Yes	47	47	0
Thorn Hill LLC	10-1085-PSD-PC	7/10	2/16/2011	Final, not signed by Board	No	179	0	179
Jefferson County BOE (Drisswood Elementary School)	09-2056-PSD-PC	12/09	1/25/2010	Final	Yes	17	17	0
Aspen Greens (and 2013 Amendment)	12-1567-PSD-PC	11/12	6/6/2013	Final	No	203	6	197
Crosswinds	94-0753-PSD-PC	8/94	3/14/1995	Final	Yes	147	147	0
Burns Street	N/A	N/A	N/A	Signed 3/11/2005 but not submitted to PSC	No	16	11	5
Burr Business Park-Phase II (Planning Ltr 1/11/2007)	N/A	N/A	N/A	N/A	No	200	40	160
Breckenridge East	N/A	N/A	N/A	Drafted, not submitted to PSC	No	694	0	694
Butler Farms	N/A	N/A	N/A	Drafted, not submitted to PSC	No	71	0	71
Daniels Forest	N/A	N/A	N/A	Drafted, not submitted to PSC	No	192	0	192
Stonecrest	N/A	N/A	N/A	Drafted, not submitted to PSC	No	225	0	225
Jefferson Heights North (Planning letter 10/27/14)	N/A	N/A	N/A	N/A	No	135	0	135
Kings Crossing (Planning Letter 1/10/2005)	N/A	N/A	N/A	N/A	No	276	0	276

EXHIBIT 1(b)

Capital Improvement Fee/Capital Assurance Fee

Development	Total CIF Collected	Charles Town CIF	PSD CIF	Total CAF Collected	Charles Town CAF	PSD CAF
Huntfield	$127,351.00	$127,351.00				
County Green	$94,668.00	$94,668.00				
Aspen Greens	$22,449.00	$7,889.00	$14,560.00			
Norborne Glebe	$644,991.00	$227,654.00	$353,962.00			
Briar Run	$177,597.00	$132,986.00	$44,611.00			
Burns Street	$19,159.00	$19,159.00				
Cambridge	$22,018.00	$15,778.00	$6,240.00			
Robelei	$1,127.00	$1,127.00				
Jefferson Crossing II	$844,218.00	$328,678.28	$450,539.72			
Miscellaneous	$168,391.00	$39,445.00	$120,821.00			
Burr Industrial Park	$148,558.50	$92,977.50	$37,706.00			
Walnut Grove	$3,381.00	$3,381.00				
Beallair Homes	$172,151.00	$104,811.00	$47,840.00	$57,726.00	$20,286.00	$37,440.00
Harris & Owens- Holiday Inn	$72,128.00	$72,128.00				
Breckenridge	$2,254.00	$2,254.00				
Spruce Hill North	$440,017.00	$134,113.00	$305,904.00			
Total	**$2,960,458.50**	**$1,404,399.78**	**$1,382,183.72**	**$57,726.00**	**$20,286.00**	**$37,440.00**

* Please see additional worksheets for development details

Total Paid to Joint Utility Account					
Year	Total EDUs	CIF per EDU (Charles Town)	Total EDUs CAF	CAFper EDU (Charles Town)	Total Deposits
FY-06	466.5	$1,127			$525,745.50
FY-07	96	$1,127			$108,192.00
FY-08	86	$1,127			$96,922.00
FY-09	38	$1,127			$42,826.00
* FY-09 (Refunded, Briar Run Lots 293-300)	(8)	$1,127			($9,016.00)

FY-10	37	$1,127			$41,699.00
FY-11	74.64	$1,127			$84,119.28
* FY-11 (Refunded, Cambridge Lots 75,87,89,90 and 112 & Ricky French, 19 Flow. Acres)	(6)	$1,127			($6,762.00)
FY-12	26	$1,127			$29,302.00
FY-13	76	$1,127			$85,652.00
FY-14	91	$1,127			$102,557.00
FY-14 (Refunded-Beallair Lot 98)	(1)	$1,127			($1,127.00)
*FY-14 (Refunded, 30 EDUs-Lot 18 Burr)	(30)	$1,127			($33,810.00)
FY-15	138	$1,127			$155,526.00
*FY-15 (Refunded, 1 EDU-85 Belvedere)	(1)	$1,127			($1,127.00)
FY-16	67	$1,127			$75,509.00
FY-17	69	$1,127			$77,763.00
FY-18	26	$1,127	18	$1,127	$49,588.00
Total	**1245.14**				**$1,423,558.78**
* Please see additional worksheets for deposit details					

New Service added since 12/12/05 $6.10	
Development	**Total EDUs**
County Green	38
Norborne Glebe	183
Briar Run	105
Burns Street	16
Cambridge	5
Jefferson Crossing II	268.24
Miscellaneous	35
Burr Industrial Park	49.5
Walnut Grove	2
Beallair Homes	88
Harris & Owens- Holiday Inn	64

Breckenridge	2
Spruce Hill North	119
Aspen Green	3
Total	977.74

EXHIBIT 1(c)

Capacity Assurance Agreements

Development	AMEA PSC Case No.	Date Initiated	Status	Development Complete?	Total EDU's Requested	Total EDU's Used	Total EDU's Remaining
Beallair		11/6/2017		No	18	0	18

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 02/26/26
Department: City Council
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2026-1194: Petition for Zoning Amendment

ATTACHMENTS:

- 1. Report.pdf
- 2. Petition for Zoning Amendment - Application.pdf

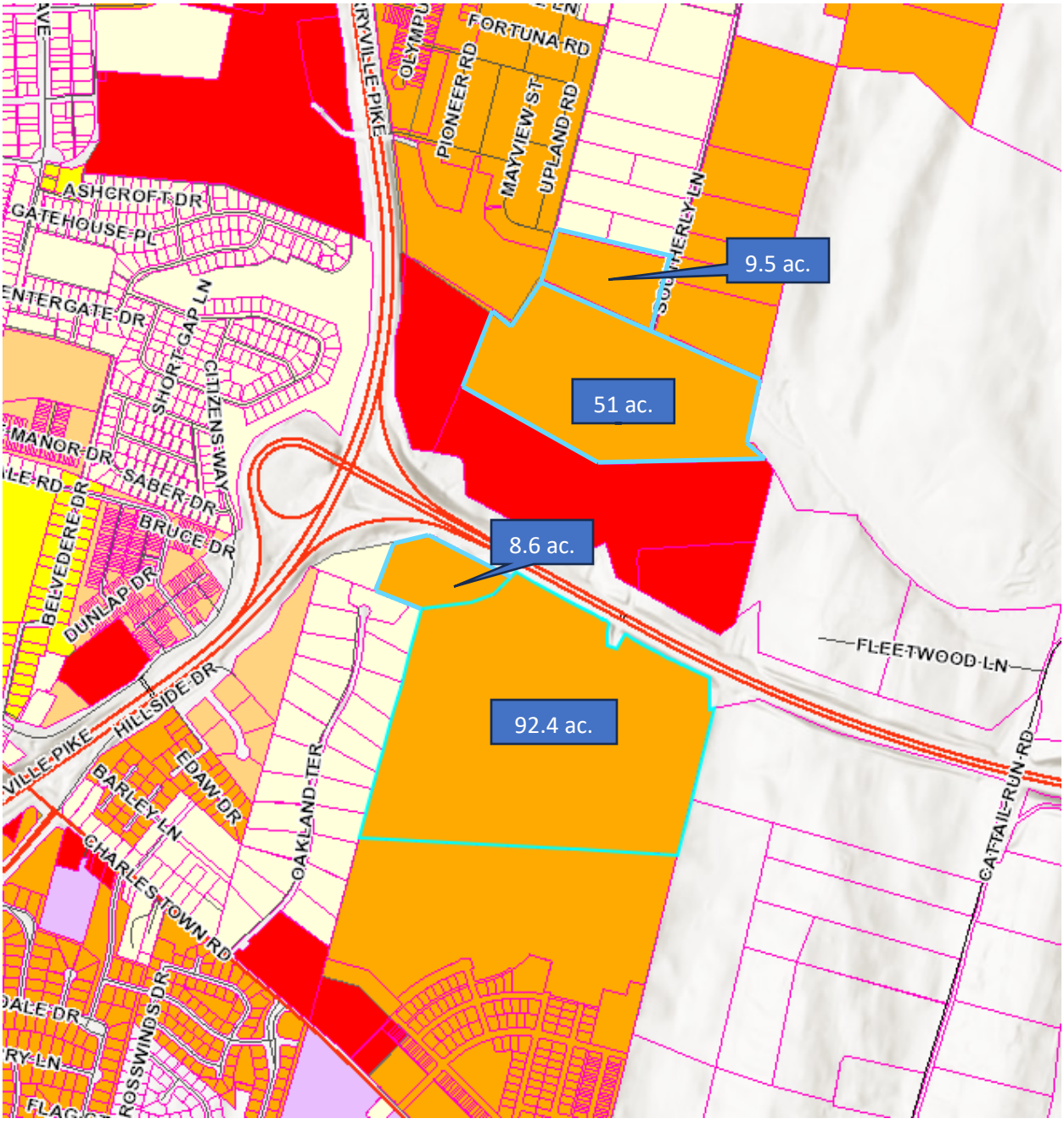
Rezoning Initiation

ZMA2026-01

Date: For the February 26, 2026 City Council meeting

Report by: James Newman, City Planner, Zoning/Subdivision Administrator

Proposal: Rezoning to General Commercial



PROJECT OVERVIEW

A City initiated rezoning for approximately 161.5 acres of land spread over four properties, from Neighborhood Residential to General Commercial.

The purpose of the initiative is rezone these properties for commercial uses in accordance with the Comprehensive Plan.

The City is aware of interest in developing the 9.5 and 92.4 acre properties for predominantly residential uses. Residential uses are allowed by right but are not in keeping with the Comprehensive Plan and the City's need to have a strong commercial base.

CURRENT ZONING

The properties are currently zoned Neighborhood Residential, the purpose of which is:

> *The purpose of the NR District is to provide for a mix of housing types and related services and Uses, including Commercial Uses and office services. It is the intent of the zoning classification to allow mixed development on undeveloped land and, where applicable as may be further described in this Ordinance, the Redevelopment of specific parcels within the City.*
>
> *The NR District applies to parcels or tracts larger than five (5) acres. The intent is to create a cohesive pattern of primarily residential development that allows a mix of Uses, including neighborhood servicing Commercial and office Uses and/or Commercial and office Uses that complement the primarily residential character of the neighborhood;*

PROPOSED REZONING

This initiative, if approved by City Council following the public hearing process, would result in the properties being rezoned to General Commercial, the purpose of which is:

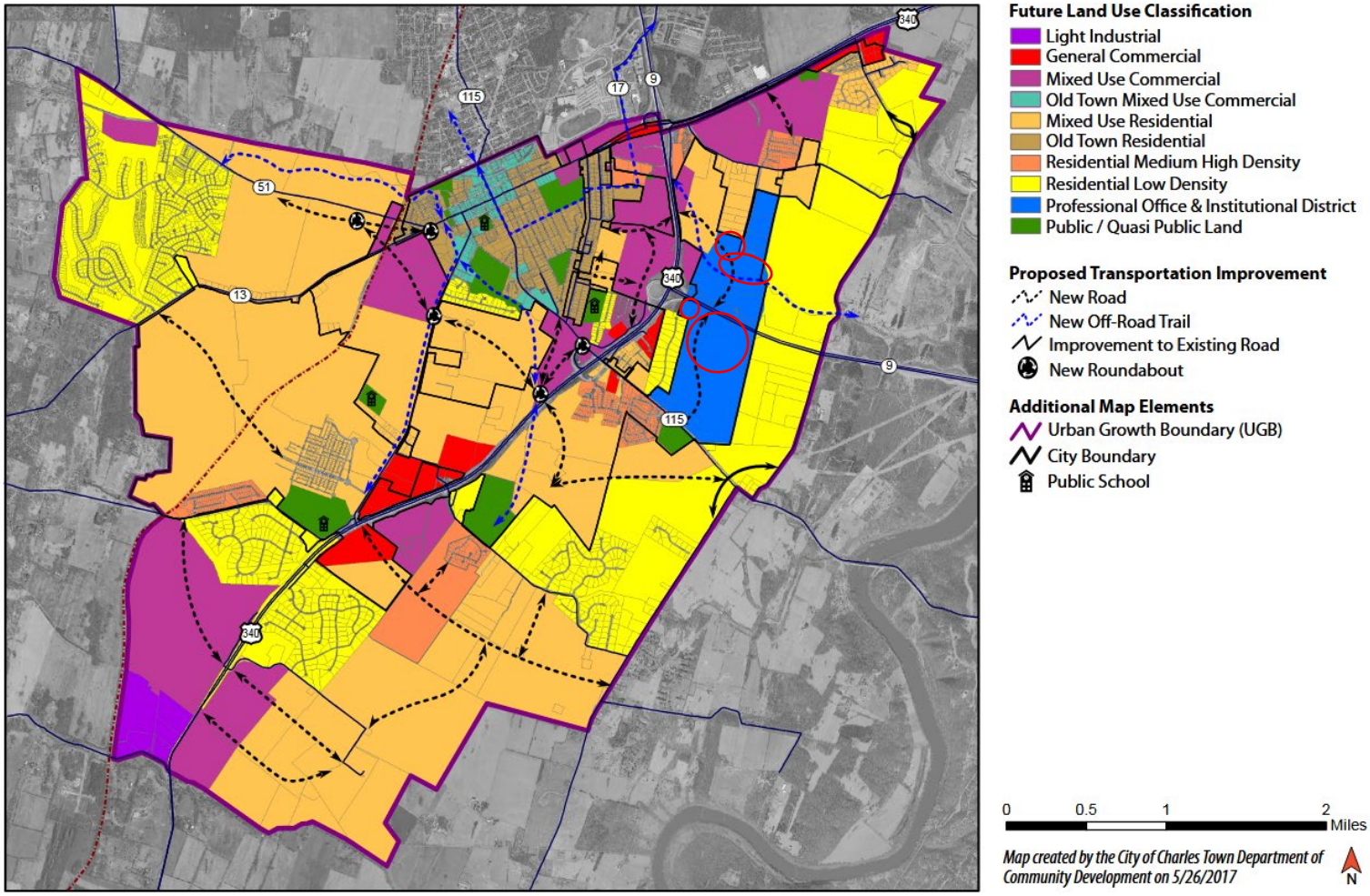
To provide locations for businesses of a more general nature that may not be found in a neighborhood and can be served with adequate water and sewer service. The businesses proposed include retail, wholesale, and some light processing operations

COMPREHENSIVE PLAN

The 2040 Comprehensive Plan designates this property as Professional Office and Institutional District. Both the 10 and 25 year growth scenarios designate the properties as such. The properties are marked below:

CITY OF CHARLES TOWN COMPREHENSIVE PLAN

UGB Future Land Use: 25-Year Growth Scenario



The purpose of the Professional Office and Institutional District is to:

Enhance the work place environment by providing for the ***establishment of offices, medical and other institutional uses****, limited accessory services for workers' convenience and public space. It is intended to* ***promote attractive office development projects*** *which are compatible with one another, as well as with adjoining residential areas. A medium to high density residential option is available when such can be achieved through innovative design and include significant natural resource protection.* ***This future land use district is specifically designated to incentivize economic development opportunities*** *and* ***diversify the City's economy*** *and* ***strengthen its tax base*** *to support its critical infrastructure and public service needs.* – Comp. Plan pg. 75.

REZONING CRITERIA

Authority

Per *Section 1321.12.A.1. Authority*, Pursuant to and in accordance with West Virginia Code Chapters 8A-7- 8, 8A-7-8a, and 8A-7-9, City Council upon recommendation by the Planning Commission may, by ordinance, amend, supplement, change, modify or repeal this Ordinance and the Zoning District boundaries as reflected on the Zoning Map.

Per *Section 1321.12.A.2. Proposal of Amendments*, **Amendments may be initiated by City Council**, upon petition of the Planning Commission, or upon petition by the Owners of 50 percent or more of the real property in the area to which the petition relates.

Timeline

Per *Section 1321.12.D.1. Public Hearing,* The Planning Commission shall hold a public hearing on each proposed amendment, whether initiated by City Council, upon petition of the Planning Commission, or upon petition by the Owners of 50 percent or more of the real property in the area to which the petition relates.

The Planning Commission shall select a reasonable hour and place for such public hearing, and it shall hold such **hearing within sixty (60) days from the date** on which the subject petition was filed, or the date of **City Council's referral of the amendment**, as the case may be

CONCLUSION

The City propose that Council initiate a rezoning of four properties totaling approximately 161.5 acres from Neighborhood Residential to General Commercial. The purpose of the rezoning is to ensure that there is ample area for commercial development along a key gateway to the City.

RECOMMENDATION

Initiate the Rezoning process for these properties by referring the rezoning to the Planning Commission.

Petition No._____

PETITION FOR ZONING AMENDMENT

REZONING FEE: $835

TEXT AMENDMENT FEE: $450

This application is for rezoning and text amendment requests. Amendments may be initiated by City Council, upon petition of the Planning Commission, or upon petition by the Owners of 50 percent or more of the real property in the area to which the petition relates.

1. Date _____

2. APPLICANT'S NAME* City of Charles Town

Address: 101 E Washington St

Telephone Number (304-725-2311

Email Address _____

3. PROPERTY OWNER'S NAME Mark Langlet Trust

Address: 544 Lego Drive, Charlottesville VA

Telephone Number (____) _____

Email Address _____

4. LEGAL DESCRIPTION OF THE SUBJECT PROPERTY (list all parcels that apply)

Property Address: _____

Tax Map # and Parcel(s): 3-15-7.4; 3-15-4.8; 3-15-8.1; 3-15-7

Property Area in Acres or Square Feet: 51 ac; 9.5 ac; 8.6 ac; 92 ac

*Applicants include: Property owner(s), Engineer(s), Surveyor(s), or Consultant(s)

5. PROVIDE SCALED MAP, TO BE ATTACHED, of the Property clearly showing the property's location and Property Area in square feet and/or acres

6. Description of the Existing (or former) Use(s) of the property and Current Zoning:

Existing: Neighborhood Residential. All vacant lots.

7. Description of the proposed Use(s) of the property and requested Zoning District:

General Commercial

8. Describe how the proposal is consistent wit the Comprehensive Plan:

Properties are identified as being for Professional Office and Institutional District.

General Commerical zoning provides for commercial, office, and institutional uses, which the current zoning lacks full support of

9. Time schedule for development:

None

10. PARCEL HISTORY (List all pending or previously approved applications on the subject parcels inventoried above, including previous site plan applications if this application is a site plan amendment)

Application No.	Project Name and Phase	Status	Approval Date

11. TEXT AMENDMENTS – Provide a written narrative specifying the Code Section you seek to amend, the proposed amendments, and answer the following questions:

(1) Whether such change is consistent with the intent and purpose of this Ordinance;

(2) Whether such change is consistent with the Charles Town Comprehensive Plan;

(3) The areas which are most likely to be directly affected by such change and in what way they will be affected; and

(4) Whether the proposed amendment is made necessary because of changed or changing social values, new planning concepts or other socio-economic conditions in the areas and Zoning Districts affected.

NOTES

Additional exhibits may be required by the Zoning Administrator such as a lot location survey or site plan showing existing and if applicable, proposed structures, easements, watercourses, curb cuts and description of the uses of adjacent property that are necessary to describe existing or proposed conditions.

Any desire to amend or withdraw this petition must be submitted in writing to the Zoning Administrator. Also, if ownership of any part of or all of the real property subject to the petition shall change during the pendency of the petition, the Petitioner shall immediately notify the Zoning Administrator in writing.

APPLICANT'S CERTIFICATION

I certify that, to the best of my knowledge, the submitted information and statements are true and correct. I also certify that I have received and read Section 1321.12 and relevant provisions of the Charles Town Zoning Ordinance outlining the Zoning Amendment procedures.

Signature of Applicant

_____ Date _____

Signature of Owner(s) (If different than Applicant)

_____ Date _____

Please submit an original completed application to the following:

At City Hall:	Or	Via Mail:
Zoning Administrator City of Charles Town 101 E. Washington Street Charles Town, WV 25414		Zoning Administrator City of Charles Town PO BOX 14 Charles Town, WV 25414

FOR CITY USE ONLY

Application Number:_____ Date Petition Received:_____

Fee: $_____ Check No._____ Receipt No._____

City Council Approval or Denial:_____ Date:_____

Comments:_____

_____

_____

_____