CITY OF CHARLES TOWN
CITY COUNCIL
AGENDA • NOVEMBER 3, 2025

Regular Session **COUNCIL CHAMBERS** **7:00 PM**
101 E Washington Street, Charles Town, WV 25414

CALL TO ORDER

1. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

2. APPROVAL OF MINUTES

: **2025-1195:** City Council Meeting Minutes - October 20, 2025
City Council Meeting Minutes October 20th - draft.pdf

3. PUBLIC COMMENT

4. WARD REPORTS

5. MAYOR'S REPORT

6. COMMITTEE REPORTS

: **2025-1196:** Parks and Recreation Commission Report - October 23, 2025

: **2025-1197:** Infrastructure Committee Report - October 27, 2025
Report_ Infrastructure October 2025.pdf

: **2025-1198:** Personnel Committee Report - October 27, 2025
Personnel Committee Report 10-27-25.pdf

: **2025-1199:** Ordinance Committee Report - October 28, 2025

7. CITY MANAGER REPORT

: **2025-1200:** City Manager Report - November 3, 2025
CMR 03 November 2025.pdf

8. POLICE CHIEF REPORT

9. UNFINISHED BUSINESS

: **2025-1201:** Public Hearing for Consideration of Amendments to the Codified Ordinances of the City of Charles Town, WV with Regard to Chapter Three Traffic Code; Articles 333 Driving Under the Influence, Reckless Driving, Article 335 Speed Restrictions, Article 345 Safety and Equipment, Article 349 Miscellaneous Rules, Article 361 Parking Generally, Part Five; Article 501 Administration and Law Enforcement, and Part Seven, Article 745 Business and Occupation Tax

: **2025-1202:** Second Reading and Consideration of an Amendment to the Codified Ordinances of the City of Charles Town, West Virginia with Regard to Part Three Traffic

Code, Chapter 5 Vehicular Operation, Article 333 Driving Under the Influence; Reckless Driving as a result of adopted State Changes.
Article 333.pdf

: **2025-1203:** Second Reading and Consideration of an Amendment to the Codified Ordinances of the City of Charles Town, West Virginia with Regard to Part Three Traffic Code, Chapter 5 Vehicular Operation, Article 335 Speed Restrictions as a result of adopted State Changes.
Article 335.pdf

: **2025-1204:** Second Reading and Consideration of an Amendment to the Codified Ordinances of the City of Charles Town, West Virginia with Regard to Part Three Traffic Code, Chapter 5 Vehicular Operation, Article 345 Safety and Equipment as a result of adopted State Changes.
Article 345.pdf

: **2025-1205:** Second Reading and Consideration of an Amendment to the Codified Ordinances of the City of Charles Town, West Virginia with Regard to Part Three Traffic Code, Chapter 5 Vehicular Operation, Article 349 Miscellaneous Rules as a result of adopted State Changes.
Article 349.pdf

: **2025-1206:** Second Reading and Consideration of an Amendment to the Codified Ordinances of the City of Charles Town, West Virginia with Regard to Part Three Traffic Code, Chapter 7 Parking, Article 361 Parking Generally as a result of adopted State Changes.
Article 361 Redline.pdf
Article 361 Clean Draft.pdf

: **2025-1207:** Second Reading and Consideration of an Amendment to the Codified Ordinances of the City of Charles Town, West Virginia with Regard to Part Five General Offenses Code, Article 501 Administration and Law Enforcement as a result of adopted State Changes.
Article 501.pdf

: **2025-1208:** Second Reading and Consideration of an Amendment to the Codified Ordinances of the City of Charles Town, West Virginia with Regard to Part Seven Business Regulations and Taxation Code, Chapter Three Taxes and Service Charges, Article 745 Business and Occupation Tax as a result of adopted State Changes
Small Business Revision Redline.pdf
Small Business Revision Clean Draft.pdf

: **2025-1209:** Ordinance to Approve the September 2025 Replacement Pages to the Codified Ordinances
SEPT 2025 ADOPT ORD.pdf

: **2025-1217:** Charles Town Utility Board (CTUB) CIF Update - Possible Executive Session

10. NEW BUSINESS

: **2025-1194:** Congress and Lawrence Streets Intersection Improvement West Virginia Division of Highways (DOH) Agreement and Resolution
CHARLES TOWN - CONGRESS AND LAWRENCE WVDOH AGREEMENT OCT 2025.pdf
Resolution.pdf

: **2025-1210:** Vacant Building Appeal Discussion - American Public University System (APUS)
2025-10-21 APUS Vacant Building Appeal.pdf

: **2025-1218:** Jefferson County Community Ministries (JCCM) Food Drive/Food Bank Resolution

: **2025-1219:** First Reading of an Ordinance to Amend and Reenact the Rates, Rules and Regulations for Furnishing Sewer Service at Charles Town and Vicinity, Jefferson County, West Virginia by Revising Capacity Improvement Fees
10-29-2025 SEWER Ordinance Finalized (Whereas Clause Revised) (02085768xA377B).pdf
10-29-2025 SEWER Tariff No. 23 Finalized (02085744xA377B).pdf

: **2025-1220:** First Reading of an Ordinance to Amend and Reenact the Rates, Rules and Regulations for Furnishing Water Service at Charles Town and Vicinity, Jefferson County, West Virginia by Revising Capacity Improvement Fees
10-29-2025 WATER Ordinance - FINALIZED (02085752xA377B).pdf
10-29-2025 WATER Tariff No. 17 - FINALIZED (02085542xA377B).pdf

11. REFERRALS TO COMMITTEES/COMMISSIONS

: **2025-1211:** Referral to Finance Committee - Facade Improvement and Walkability Improvement Grants

12. APPROVAL OF BILLS

: **2025-1221:** Payment of Bills - November 3, 2025
GEN FUND COUNCIL REPORT 2025-11-03.pdf
CAPITAL RESERVE COUNCIL REPORT 2025-11-03.pdf
PARKS N REC COUNCIL REPORT 2025-11-03.pdf

13. ADJOURNMENT

14. INFORMATION ONLY - NEXT MEETING, Monday, November 17, 2025, at 7:00PM

: **2025-1212:** Charles Town Police Department September Statistical Report
September 2025 CTPD Stats.pdf

: **2025-1213:** Raftelis Memo - September 29, 2025
Raftelis Report.pdf

: **2025-1214:** Public Comment Handouts from October 20, 2025, Meeting.
Jaden Bound Public Comment.pdf
Jackie Milliron Public Comment.pdf

: **2025-1215:** Steven Galleher Parks and Recreation Commission Oath of Office
Steve Galleher Oath 2025.pdf

: **2025-1216:** Clean Parks Handout
Clean Park Handout.pdf

15. 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: 11/03/25
Department: City Council
Category: Report
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2025-1195: City Council Meeting Minutes - October 20, 2025

ATTACHMENTS:

- City Council Meeting Minutes October 20th - draft.pdf

CITY OF CHARLES TOWN

CITY COUNCIL

MINUTES • October 20, 2025

Regular Meeting **Council Chambers** **7:00 PM**

101 East Washington Street, Charles Town, WV 25414

CALL TO ORDER

Attendee Name	Title	Status	Arrived
Micheal George	Mayor	Present	
James Kratovil	Councilmember	Present	
Elizabeth Ricketts	Councilmember	Present	
Jeff Hynes	Councilmember	Present	
Kevin Tester	Councilmember	Present	
Nate Hartman	Councilmember	Present	
Alden Roth	Councilmember	Present	
Julie Smith	Councilmember	Present	
Andie Sugrue	Councilmember	Present	

Mr. Brent Manuel, City Manager, Ms. Alissa Meeks, Assistant City Manager; Ms. Stephanie Grove, City Attorney; Ms. Cindy Rezmer, Operations Director; Ms. Lori Nice, Finance Director; and Chief Chris Kutcher, Charles Town Police Department (CTPD) were also in attendance.

1. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

2. APPROVAL OF MINUTES

2025-1145: City Council Meeting Minutes - October 6, 2025

There being no corrections, additions, or changes to the minutes, Mayor George declared the meeting minutes approved.

3. PUBLIC COMMENT

Mr. Bound and Mr. Colandrea spoke against Council approving the Charles Town Utility Board's (CTUB) recommended water and sewer Capacity Improvement Fees (CIF) and instead approving Raftelis Financial Consultants, Inc., recommended CIF amounts.

Ms. Milliron spoke in support of the Charles Town Utility Board's (CTUB) recommended water and sewer Capacity Improvement Fees (CIF).

Mr. McCormick thanked the council and mayor for sending a letter to the WV Department of Transportation (WVDOT) requesting safety improvements on S. George Street.

4. WARD REPORTS

Ward 1

Ms. Ricketts reported that she attended the October 7, 2025, Route 9 bike path meeting with the Hagerstown Eastern Panhandle Metropolitan Planning Organization (HEPMPO) for possible future expansion into Ranson and Charles Town. This Saturday, October 25, 2025, at noon there will be a ribbon cutting for the new bridge connecting Evitts Run Park with the Skate Park as well as recognizing the skatepark mural artist. She enjoyed the Old Opera House's production of "Little Shop of Horror" and recommends seeing it this final weekend, October 23-26, 2025.

Mr. Kratovil reported he is excited about the possible expansion of the Route 9 bike path into Ranson and Charles Town and thanked Ms. Ricketts for attending the meeting.

Ward 2

Mr. Hynes requested that all written public comments and the September 29, 2025, memo from Raftelis Financial Consultants, Inc. be placed in the next agenda packet under Information Only.

Mr. Tester had nothing to report.

Ward 3

Mr. Hartman reported he enjoyed the "Candy Drop" at the Depot District with his family.

Mr. Roth reported that he also attended the production of "Little Shop of Horrors" and recommended everyone go see it.

Ward 4

Ms. Smith had nothing to report.

Ms. Sugrue had nothing to report.

5. MAYOR'S REPORT

2025-1176: Mayor's Report - October 20, 2025

Mayor George reported the following:

- He will present the Bank of Charles Town Proclamation on November 3, 2025, at the Bank of Charles Town Celebration Ceremony.
- All the facade improvement grant money has been allocated for this year, and the sidewalk grant is almost depleted. He would like to have a revision to the budget to add more funds to both programs.
- A date for "Yard Waste Free Day" will be set in the near future.
- Corporal Hinkle of the Charles Town Police Department was recognized by the Jefferson County Chamber of Commerce at their Public Service Recognition Banquet.
- The next Charles Town Utility Board (CTUB) meeting is October 22, 2025.
- There will be a meeting on October 23, 2025, with the WV Department of Highways (WVDOH) about the Route 51 project.

- The next Walks About Nothing will take place on October 29, 2025.
- The council's strategic session is on November 1, 2025, at 3:00PM.

He reported he attended the following meetings/events:

- The Route 9 Bike Path meeting on October 7, 2025.
- The Charles Town Utility Board (CTUB) meeting on October 8, 2025.
- The Perry Fields annexation meeting on October 9, 2025.
- He hosted a free lunch, with donated money, for federal employees on October 10, 2025.
- An Augustine Avenue Trail meeting on October 14, 2025.
- A meeting on October 16, 2025, with the Thomassen Ford building owners.
- The "Candy Drop" at the Depot District on October 17, 2025.

6. COMMITTEE REPORTS

2025-1146: Finance Committee Report - October 14, 2025

Mr. Hynes reviewed the Finance Committee report with the council.

2025-1147: Personnel Committee Report - October 16, 2025

The Personnel Committee meeting was canceled and rescheduled for October 27, 2025.

2025-1148: Ordinance Committee Report - October 16, 2025

The Ordinance Committee meeting was canceled and rescheduled for October 28, 2025.

7. CITY MANAGER REPORT

2025-1149: City Manager Report - October 20, 2025

Mr. Manuel reviewed the city manager’s report with the council.

8. POLICE CHIEF REPORT

Chief Kutcher reviewed the September Statistical Report with the council.

Chief Kutcher reported that the police department has two patrolman vacancies. The department had a joint operation with the Jefferson County Sheriff and Ranson Police departments targeting speeding and reckless driving from the Berkely County line to Augustine Avenue on Route 9/340. And he was pleased to report that the suspect in the August 20, 2025, W. Liberty Street shooting has been apprehended.

9. UNFINISHED BUSINESS

2025-1150: Thomassen Ford Building Discussion

Mayor George reported there was a meeting with the owners of the Thomassen Ford building and city staff on August 16, 2025. The owners will be sending a timeline for building repairs to get it ready to go on the market.

Mr. Hynes requested that an update be placed on the November 17, 2025, council meeting agenda.

10. NEW BUSINESS

2025-1155: FY2026 General Fund Revision #2

Mr. Hynes moved to approve the FY2026 General Fund Revision #2. Mr. Hartman seconded the motion, and it passed by unanimous vote.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Jeff Hynes
SECONDER:	Nate Hartman
AYES:	George, Kratovil, Ricketts, Hynes, Tester, Hartman, Roth, Smith, Sugrue

2025-1156: FY2026 Capital Fund Revision #4

Mr. Hartman moved to approve the FY2026 Capital Fund Revision #4. Mr. Tester seconded the motion, and it passed by unanimous vote.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Nate Hartman
SECONDER:	Kevin Tester
AYES:	George, Kratovil, Ricketts, Hynes, Tester, Hartman, Roth, Smith, Sugrue

2025-1157: Charles Washington Hall Landlord, LLC Discussion

Mr. Hynes moved to direct staff to transfer $577,602.00 from the Charles Washington Hall Landlord Fund to the Building Commission Fund. Mr. Tester seconded the motion, and it passed by unanimous vote.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Jeff Hynes
SECONDER:	Kevin Tester
AYES:	George, Kratovil, Ricketts, Hynes, Tester, Hartman, Roth, Smith, Sugrue

Mr. Hynes moved to direct the mayor to send a letter to the Building Commission requesting that the $577,602.00 be transferred to the city's Capital Reserve Fund where it will be earmarked for building maintenance expenses. Mr. Tester seconded the motion, and it passed by unanimous vote.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Jeff Hynes
SECONDER:	Kevin Tester
AYES:	George, Kratovil, Ricketts, Hynes, Tester, Hartman, Roth, Smith, Sugrue

2025-1162: Council Official Letter to Department of Highways (DOH) Requesting Reduced Speed on Augustine Avenue

Mr. Tester moved to direct the mayor draft a letter to the WV Department of Highways (WVDOH) requesting a speed reduction study on Agustine Avenue. Mr. Roth seconded the motion, and it passed by unanimous vote.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Kevin Tester
SECONDER:	Alden Roth
AYES:	George, Kratovil, Ricketts, Hynes, Tester, Hartman, Roth, Smith, Sugrue

2025-1163: Clean Park Revitalization Committee

Mr. Matt Ward of Sustainable Strategies spoke on the city awarded EPA Thriving Communities Grant in the amount of $350,000.00 to plan for environmental sustainability and healthier communities.

He suggested that the city create an advisory council open to any community member who wishes to participate. The council agreed that the mayor will draft a letter to introduce and invite interested people to participate. Ms. Ricketts, Mr. Tester, and Mr. Roth volunteered for the advisory council.

2025-1164: Charles Town Utility Board (CTUB) Capacity Improvement Fee (CIF) - Recommendations from CTUB - Possible Executive Session

Mr. Tester moved to enter into Executive Session for legal counsel. Mr. Roth seconded the motion, and it passed by a 7-2 vote, and Mayor George declared the council in Executive Session

RESULT:	**APPROVED [7-2]**
MOVER:	Kevin Tester
SECONDER:	Alden Roth
AYES:	George, Kratovil, Ricketts, Tester, Roth, Smith, Sugrue
NAYS:	Hynes, Hartman

Mayor George declared the council out of Executive Session.

Ms. Ricketts moved to accept the Charles Town Utility Board's recommended Capacity Improvement Fees (CIF) and advertise for the first public hearing. Mr. Hartman seconded the motion, and it passed by a 6-3 vote.

RESULT:	**APPROVED [6-3]**
MOVER:	Elizabeth Ricketts
SECONDER:	Nate Hartman
AYES:	Kratovil, Ricketts, Hynes, Hartman, Roth, Sugrue
NAYS:	George, Tester, Smith

11. REFERRALS TO COMMITTEES/COMMISSIONS

There were no referrals to committees or commissions.

12. APPROVAL OF BILLS

2025-1151: Payment of Bills - October 20, 2025

Mr. Kratovil moved to approve the bills for payment. Mr. Hynes seconded the motion, and it passed by unanimous vote.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	James Kratovil
SECONDER:	Jeff Hynes
AYES:	George, Kratovil, Ricketts, Hynes, Tester, Hartman, Roth, Smith, Sugrue

13. ADJOURNMENT

Mayor George asked if there was any other business to come before the council. Hearing none he adjourned the meeting.

14. INFORMATION ONLY - NEXT MEETING Monday, November 3, 2025, at 7:00PM

2025-1152: A Resolution of the Charles Town City Council Approving Entry and Form of Lease Agreement Between Charles Washington Hall Manager and OTS, LLC, a West Virginia Limited Liability Company

2025-1153: A Resolution of the Charles Town City Council Approving Entry and Form of Lease Agreement Between Charles Washington Hall Manager and G.A.P. Coalition, Inc., a West Virgini Non-Profit Corporation

2025-1154: City Letter to DOH on S. George Street

2025-1169: Charles Town Utility Board Meeting Minutes - September 24, 2025

15. 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: 11/03/25
Department: City Council
Category: Report
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2025-1196: Parks and Recreation Commission Report - October 23, 2025

ATTACHMENTS:

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 11/03/25
Department: City Council
Category: Report
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2025-1197: Infrastructure Committee Report - October 27, 2025

ATTACHMENTS:

- Report_ Infrastructure October 2025.pdf

Infrastructure Committee Report
City of Charles Town

October 2025

CALL TO ORDER: Monday, October 27th at 4:30 PM

In attendance: Elizabeth Ricketts (Chair), Jim Kratovil, Andie Sugrue, Alissa Meeks (staff), Brent Manuel (City Manager)

UNFINISHED BUSINESS

2025-1179: Stormwater Issues and Updates

Committee and staff discussed ongoing stormwater study and remediation efforts, specifically the Liberty Street project and the stormwater study by Greenway Engineering. There was also discussion of a need for city-wide standards for stormwater management solutions particularly for infill developments.

2025-1180: Mordington Avenue Sidewalk - Referral from City Council

Council referred this item to the Committee to explore partnership opportunities with the Board of Education and Friends of Happy Retreat. Councilmember Kratovil will take the lead on starting the conversation on joint-planning efforts and grant opportunities.

2025-1181: Placement of Pneumatic Tubes and Mobile Speed Radar Sign

A request through the city app suggests a crosswalk to the entrance of Happy Retreat. The committee would like to get data from the pneumatic tubes on speeds approaching the four-way stop sign.

Placement suggestion from Committee: Blackeley Pl and Mordington Ave

2025-1182 Crosswalk at Haversack Circle and Campbell - Norborne Glebe (referral from City Council)

The Committee discussed the request and Councilmember Sugrue took photos on a site-visit to the area. Crosswalks could be painted, but not all of the sidewalks in the area have ADA-compliant curbs. The committee would like some clarity from the Mayor/residents who had concerns about the area before making a recommendation.

2025-1183: Augustine Avenue Trail Project Update - Phases 1, 2 and 3

Staff gave an update on the project. Phase 1 is soon to be completed. Fencing replacement is still being quoted and it is unclear if contingency for the Phase 1 project will cover this and all other change orders. Phase 2 continues to move through approval process with the state ahead of bidletting next year. Phase 3 comments are still under review between the state and Alpha Engineering.

2025-1184: Congress Street and Lawrence Street Intersection Project Update

This project will be managed by the City after DOH approval. This item will be on an upcoming City Council agenda.

NEW BUSINESS

2025-1185: Maintenance Director Report

Maintenance Director, Jim Wysong, provided a written update ahead of the meeting on maintenance activities from the past month but was not in attendance.

2025-1186: Issues Reported Through City App

Several anonymous requests came to the Maintenance team through the City app and were referred to the Committee. These included:

- Request(s) for improvements on Forrest Ave near Jefferson Memorial Park. The committee discussed taking some site photos, confirming the split between city- and state- maintained roadway on Forrest Ave, and potentials for traffic calming.
- Request for a connection between Morrison St and Samuel St in the area recently cleared by CTUB for utility work. The committee discussed that this is likely private property but will make a site visit.
- Request for crosswalk to be added at the entrance to Happy Retreat on Mordington Ave at Blakeley Pl. The Committee would like to get speed data.

2025-1187: Staff Updates

Staff provided updates throughout the meeting on the various agenda items.

2025-1188: Site Visit to W. Liberty Street - 500 block sidewalk issue (resident request)

A resident of W.Liberty St, Ms. Nancy Shafer, requested that the committee make a site visit to the area to assess the condition of the brick sidewalk. Council members Ricketts and Kratovil visited the site, took photos, and spoke with the resident. City Manager Manuel had recently also visited the site and met with the resident.

ADJOURNMENT: 5:16 PM

NEXT MEETING: TBD

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 11/03/25
Department: City Council
Category: Report
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2025-1198: Personnel Committee Report - October 27, 2025

ATTACHMENTS:

- Personnel Committee Report 10-27-25.pdf

City of Charles Town Personnel Committee Report

October 27, 2025 Meeting

1. **CALL TO ORDER**

   Meeting was called to order at 5:30pm. Persons present: Councilmember Andie Sugrue, Councilmember Jeff Hynes, Councilmember Kevin Tester (via Zoom), City Operations Director Cindy Rezmer and City Manager Brent Manuel

2. **UNFINISHED BUSINESS**

   2025-1126: Salary Survey RFP Applicant Update

   Staff reported that three proposals have been received so far. The Request for Proposal is open until Friday, November 7, 2025.

   2025-1127: Salary Survey RFP Update and CTUB Board's Decision on Survey Collaboration

   CTUB Board did approve collaboration with the City for the Total Compensation Study so the Request for Proposal was modified accordingly to include CTUB employees and board members resulting in 53 specific job titles for the study. Cindy Rezmer met with CTUB General Manager Kristen Stolipher and staff to review their needs and involve them in the process. A question and answer document was also published on October 14, 2025. Committee will review proposals at November 13, 2025 Personnel Committee Meeting.

3. **NEW BUSINESS**

   2025-1128: Salary Survey Division of Expenses with CTUB

   CTUB board approved a budget of $20,000 for the study. Personnel Committee looked at organization headcounts and determined that 44% share would be appropriate for CTUB.

   2025-1129: Update from Staff

   Long range planner position is still open and office space currently being renovated. One police officer did resign October 18 to accept a position with Capital Police.

4. **ADJOURNMENT**

5. **Next regularly scheduled Personnel Committee meeting is November 13, 2025 at 5:00pm.**

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 11/03/25
Department: City Council
Category: Report
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2025-1199: Ordinance Committee Report - October 28, 2025

ATTACHMENTS:

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 11/03/25
Department: City Council
Category: Report
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2025-1200: City Manager Report - November 3, 2025

ATTACHMENTS:

- CMR 03 November 2025.pdf

City of Charles Town

101 East Washington Street, P.O. Box 14, Charles Town, WV 25414
Phone: (304) 725-2311 ♦ Web: www.charlestownwv.us

Memorandum to Mayor and City Council

From: Brent T. Manuel, City Manager
Subject: City Manager's Report
Date: 03 November 2025

ADMINISTRATION

- Hillside Roundabout project - scheduled to be let to contract in the spring of 2026.
- Meeting with the Chairperson of the Tree Board to discuss opportunities for the Board to utilize the GIS system to provide layers specific to the Tree Board
- Meeting to discuss next steps for a future annexation.
- Provided an update to the website under News and Information to ensure business owners that HDL is a third-party vendor for the city.
- Participation in the virtual meeting for HEPMPO Direction 2055 Long-Range Transportation Plan
- Participation in a virtual meeting on Route 51 Improvement Project with WV Department of Highways and HEPMPO, with an outcome being an in-person meeting at City Hall
- Meet and greet with representatives of USI Insurance Services
- Rescheduling of Strategic Planning Session

COMMUNITY AND ECONOMIC DEVELOPMENT

- Corey Lewis, Code Enforcement, recently attended the International Code Conference (ICC) in Cleveland, Ohio.
- Depot Land – Electricity has recently been run (underground) and now servicing the City's newly acquired park space and ready to power events and happenings in the park.
- Wayfinding – Currently under review by Department of Highways.
- Samuel Street Paving – Paving for Samuel Street is scheduled for October 27th for prep work and October 28th for paving.
- Augustine Avenue – Phase 1 is expected to be completed by the end of October 31st. Phase 2 is awaiting submission to DOH.

OPERATIONS

- Greenway Engineering continues to work on the Stormwater Study with an expected delivery date early next year.

- Liberty Street Stormwater Management project – No update

City Council
101 East Washington Street
Charles Town, WV 25414

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SCHEDULED

AGENDA ITEM (ID #)

2025-1201: Public Hearing for Consideration of Amendments to the Codified Ordinances of the City of Charles Town, WV with Regard to Chapter Three Traffic Code; Articles 333 Driving Under the Influence, Reckless Driving, Article 335 Speed Restrictions, Article 345 Safety and Equipment, Article 349 Miscellaneous Rules, Article 361 Parking Generally, Part Five; Article 501 Administration and Law Enforcement, and Part Seven, Article 745 Business and Occupation Tax

ATTACHMENTS:

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 11/03/25
Department: City Council
Category: Ordinance
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2025-1202: Second Reading and Consideration of an Amendment to the Codified Ordinances of the City of Charles Town, West Virginia with Regard to Part Three Traffic Code, Chapter 5 Vehicular Operation, Article 333 Driving Under the Influence; Reckless Driving as a result of adopted State Changes.

Proposed Motion: Approve the Second Reading and Consideration of an Amendment to the Codified Ordinances of the City of Charles Town, West Virginia with Regard to Part Three Traffic Code, Chapter 5 Vehicular Operation, Article 333 Driving Under the Influence; Reckless Driving.

ATTACHMENTS:
- Article 333.pdf

ARTICLE 333
Driving Under the Influence; Reckless Driving

333.01 Driving under the influence.

333.011 Participation in Motor Vehicle Alcohol Test and Lock Program.

333.02 Reckless driving.

333.03 Hazardous driving.

333.99 Penalty.

CROSS REFERENCES

See sectional histories for similar State law

Authority to prohibit driving under the influence - see W. Va. Code 8-12-5(21)

Compliance with State law - see W. Va. Code 17C-5-11a

Implied consent - see W. Va. Code 17C-5A

333.01 DRIVING UNDER THE INFLUENCE.

(a) Definitions.

(1) "Impaired state" means a person:

A. Is under the influence of alcohol;

B. Is under the influence of any controlled substance;

C. Is under the influence of any other drug or inhalant substance;

D. Is under the combined influence of alcohol and any controlled substance or any other drug; or

E. Has an alcohol concentration in his or her blood of eight hundredths of one percent or more, by weight.

(2) "Bodily injury" means injury that causes substantial physical pain, illness or any impairment of physical condition.

(3) "Controlled substance" has the meaning provided in West Virginia Code 60A-1-101.

Draft

(4) "Serious bodily injury" means bodily injury that creates a substantial risk of death, that causes serious or prolonged disfigurement, prolonged impairment of health, or prolonged loss or impairment of the function of any bodily organ.

(5) "Test and lock program" means the Motor Vehicle Test and Lock Program, established in West Virginia Code 17C-5A-3a and administered by the Division of Motor Vehicles.

(b) Any person who drives a vehicle in this Municipality while he or she is in an impaired state, and such impaired state proximately causes a bodily injury to any person other than himself or herself, is guilty of a misdemeanor and, upon conviction thereof, shall be confined in jail for not less than one day nor more than one year and shall be fined not less than two hundred dollars ($200.00) nor more than one thousand dollars ($1,000), and shall have his or her license to operate a motor vehicle revoked by the Commissioner of the Division of Motor Vehicles for a period of two years or for a period of time conditioned on participation in the test and lock program in accordance with West Virginia Code 17C-5A-3a: provided, that if the person has previously been convicted under this section, the person shall have his or her license to operate a motor vehicle revoked by the Commissioner of the Division of Motor Vehicles for life or for a period of time conditioned on participation in the test and lock program in accordance with West Virginia Code 17C-5A-3a. Any jail term imposed pursuant to this subsection shall include actual confinement of not less than twenty-four hours: provided, however, that a person sentenced pursuant to this subsection shall receive credit for any period of actual confinement he or she served upon arrest for the subject offense.

(c) Any person who drives a vehicle on any public highway or private road in this Municipality: (1) while he or she is in an impaired state; or (2) while he or she is in an impaired state but has an alcohol concentration in his or her blood of less than fifteen hundredths of one percent, by weight, is guilty of a misdemeanor and, upon conviction thereof, may be confined in jail for up to six months and shall be fined not less than one hundred dollars ($100.00) nor more than five hundred dollars ($500.00), and shall have his or her license to operate a motor vehicle revoked by the Commissioner of the Division of Motor Vehicles for a period of six months or for a period of time conditioned on participation in the test and lock program in accordance with West Virginia Code 17C-5A-3a: provided, that a person sentenced pursuant to this subsection shall receive credit for any period of actual confinement he or she served upon arrest for the subject offense.

(d) Any person who drives a vehicle on any public highway or private road in this Municipality while he or she has an alcohol concentration in his or her blood of fifteen hundredths of one percent or more, by weight, is guilty of a misdemeanor and, upon conviction thereof, shall be confined in jail for not less than two days nor more than six months, which jail term is to include actual confinement of not less than twenty-four hours, and shall be fined not less than two hundred dollars ($200.00) nor more than one thousand dollars ($1,000), and shall have his or her license to operate a motor vehicle revoked by the Commissioner of the Division of Motor Vehicles for a period of one year or for a period of time conditioned on participation in the test and lock program in accordance with West

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Virginia Code 17C-5A-3a. A person sentenced pursuant to this subsection shall receive credit for any period of actual confinement he or she served upon arrest for the subject offense.

(e) Any person who, being a habitual user of narcotic drugs or amphetamines, or any derivative thereof, drives a vehicle on any public highway or private road in this state is guilty of a misdemeanor and, upon conviction thereof, shall be confined in jail for not less than one day nor more than six months, which jail term is to include actual confinement of not less than twenty-four hours, and shall be fined not less than one hundred dollars ($100.00) nor more than five hundred dollars ($500.00), and shall have his or her license to operate a motor vehicle revoked by the Commissioner of the Division of Motor Vehicles for a period of six months. A person sentenced pursuant to this subsection shall receive credit for any period of actual confinement he or she served upon arrest for the subject offense.

(f) Any person who knowingly permits his or her vehicle to be driven on any public highway or private road in this Municipality by any other person who is in an impaired state is guilty of a misdemeanor and, upon conviction thereof, shall be confined in jail for not more than six months and shall be fined not less than one hundred dollars ($100.00) nor more than five hundred dollars ($500.00), and shall have his or her license to operate a motor vehicle revoked by the Commissioner of the Division of Motor Vehicles for a period of six months or for a period of time conditioned on participation in the test and lock program in accordance with West Virginia Code 17C-5A-3a.

(g) Any person who knowingly permits his or her vehicle to be driven on any public highway or private road in this Municipality by any other person who is a habitual user of narcotic drugs or amphetamines, or any derivative thereof, is guilty of a misdemeanor and, upon conviction thereof, shall be confined in jail for not more than six months and shall be fined not less than one hundred dollars ($100.00) nor more than five hundred dollars ($500.00) and shall have his or her license to operate a motor vehicle revoked by the Commissioner of the Division of Motor Vehicles for a period of six months.

(h) (1) Any person under the age of twenty-one years who drives a vehicle on any public highway or private road in this Municipality while he or she has an alcohol concentration in his or her blood of two hundredths of one percent or more, by weight, but less than eight hundredths of one percent, by weight, for a first offense under this subsection is guilty of a misdemeanor and, upon conviction thereof, shall be fined not less than twenty-five dollars ($25.00) nor more than one hundred dollars ($100.00), and have his or her license to operate a motor vehicle suspended by the Commissioner of the Division of Motor Vehicles for a period of sixty days or for a period of time conditioned on participation in the test and lock program in accordance with West Virginia Code 17C-5A-3a. For a second or subsequent offense under this subsection, the person is guilty of a misdemeanor and, upon conviction thereof, shall be confined in jail for twenty-four hours and shall be fined not less than one hundred dollars ($100.00) nor more than five hundred dollars ($500.00), and shall have his or her license to operate a motor vehicle revoked by the Commissioner of the Division of Motor Vehicles for a period of one year or until the person's 21st birthday, whichever period is longer, or for a period of time conditioned on participation in the test and lock program in accordance with West Virginia Code 17C-5A-3a. A person who is charged with a first offense under the provisions of this subsection may move for a continuance of the proceedings, from

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time to time, to allow the person to participate in the test and lock program as provided in West Virginia Code 17C-5A-3a. Upon successful completion of the program, the court shall dismiss the charge against the person and expunge the person's record as it relates to the alleged offense. In the event the person fails to successfully complete the program, the court shall proceed to an adjudication of the alleged offense. A motion for a continuance under this subsection may not be construed as an admission or be used as evidence.

(2) A. Notwithstanding subdivision (1) of this subsection, a person shall have his or her license to operate a motor vehicle suspended or revoked for a minimum period of one year or for a period of time conditioned on participation in the test and lock program in accordance with West Virginia Code 17C-5A-3a, if the person:

(i) Has previously been convicted under this subsection and is subsequently convicted of an offense under another subsection of this section; or

(ii) Is convicted under this subsection and has previously been convicted of an offense under another subsection of this section.

B. Nothing in this subdivision permits a shorter period of license revocation, license suspension, or participation in the test and lock program than is mandatory for the specific offense for which the person is convicted.

(3) A person arrested and charged with an offense under the provisions of this subsection or subsection (b), (c), (d), (e), (f), or (g) of this section may not also be charged with an offense under this subsection arising out of the same transaction or occurrence.

(i) Any person who drives a vehicle on any public highway or private road in this Municipality while he or she is in an impaired state and has within the vehicle one or more persons who are unemancipated minors who have not yet reached their 16th birthday is guilty of a misdemeanor and, upon conviction thereof, shall be confined in jail for not less than two days nor more than twelve months, and shall be fined not less than two hundred dollars ($200.00) nor more than one thousand dollars ($1,000), and shall have his or her license to operate a motor vehicle revoked by the Commissioner of the Division of Motor Vehicles for a period of one year or for a period of time conditioned on participation in the test and lock program in accordance with West Virginia Code 17C-5A-3a: provided, that such jail term shall include actual confinement of not less than forty-eight hours: provided, however, that a person sentenced pursuant to this subsection shall receive credit for any period of actual confinement he or she served upon arrest for the subject offense.

(j) A person convicted of an offense under this section who has previously been convicted of any offense under this section on one occasion, is guilty of a misdemeanor and, upon conviction thereof, shall be confined in jail for not less than six months nor more than one year may be fined not less than one thousand dollars ($1,000) nor more than three thousand dollars ($3,000) and shall have his or her license to operate a motor vehicle revoked by the Commissioner of the Division of Motor Vehicles for ten years or for a period of time conditioned on participation in the test and lock program in accordance with West Virginia Code 17C-5A-3a: provided, that if the second conviction is for an offense as described in subsection (b) of this section and the subsection creating the offense requires a period of

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incarceration, period of license revocation, or fine that is greater than what is required for a conviction under this subsection, the greater period of incarceration, period of revocation, or fine shall be imposed: provided, however, that this section does not apply to a second conviction that is subject to a period of license revocation under subsection (h) of this section.

(k) For purposes of subsection (j) of this section relating to second offenses, the following events shall be regarded as offenses and convictions under this section:

(1) Any conviction under the provisions of subsection (b), (c), (d), (e), (f) or (g), of this section, or under a prior enactment of this section, for an offense which occurred within the 10-year period immediately preceding the date of arrest in the current proceeding;

(2) Any conviction under a municipal ordinance of this state or any other state or a statute of the United States or of any other state of an offense which has the same elements as an offense described in subsection (b), (c), (d), (e), (f) or (g) of this section, which offense occurred within the 10-year period immediately preceding the date of arrest in the current proceeding; and

(3) Any period of conditional probation imposed pursuant to West Virginia Code 17C-5-2b for violation of subsection (c) of this section, which violation occurred within the 10-year period immediately preceding the date of arrest in the current proceeding; and

(4) Any convictions under the provisions of West Virginia Code 61-5-17(j) or under a prior enactment of that subsection, for an offense which occurred within the 15-year period immediately preceding the date of arrest in the current proceeding.

(l) A person may be charged in a warrant, indictment, or information for a second or subsequent offense, as described in subsection (h) or (j) of this section, if the person has been previously arrested for, or charged with, a violation of this section which is alleged to have occurred within the applicable time period for prior offenses, notwithstanding the fact that there has not been a final adjudication of the charges for the alleged previous offense. In that case, the warrant or indictment or information must set forth the date, location, and particulars of the previous offense or offenses. No person may be convicted of a second or subsequent offense under this section unless the conviction for the previous offense has become final, or the person has previously had a period of conditional probation imposed pursuant to West Virginia Code 17C-5-2b.

(m) The fact that any person charged with a violation of subsection (b), (c), (d), or (e) of this section, or any person permitted to drive as described under subsection (f) or (g) of this section, is or has been legally entitled to use alcohol, a controlled substance, or a drug does not constitute a defense against any charge of violating subsection (b), (c), (d), (e), (f) or (g) of this section.

(n) The sentences provided in this section upon conviction for a violation of this article are mandatory and are not subject to suspension or probation: provided, that the court may apply the provisions of West Virginia Code 62-11A-1 et seq. to a person sentenced or committed to a term of one year or less for a first offense under this section: provided,

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however, that the court may impose a term of conditional probation pursuant to West Virginia Code 17C-5-2b to persons adjudicated thereunder. An order for home detention by the court pursuant to the provisions of West Virginia Code 62-11B-1 et seq. may be used as an alternative sentence to any period of incarceration required by this section for a first or subsequent offense: provided, further, that for any period of home incarceration ordered for a person convicted of a second offense under this section, electronic monitoring shall be required for no fewer than five days of the total period of home confinement ordered and the offender may not leave home for those five days notwithstanding the provisions of West Virginia Code 62-11B-5: and provided further, that for any period of home incarceration ordered for a person convicted of a third or subsequent violation of this section, electronic monitoring shall be included for no fewer than ten days of the total period of home confinement ordered and the offender may not leave home for those ten days notwithstanding West Virginia Code 62-11B-5.

(o) A person whose license to operate a motor vehicle has been revoked or suspended by the Commissioner of the Division of Motor Vehicles pursuant to this section must complete a comprehensive safety and treatment program as set forth in West Virginia Code 17C-5A-3 before his or her license to operate a motor vehicle can be reinstated and his or her driving privileges restored.

(p) For any offense for which an alternative revocation period is permitted conditioned upon participation in the test and lock program, an alternative sentence may not be imposed without the consent of the driver.

(q) Upon entering the order of conviction for an offense under this section, or the imposition of conditional probation as provided in West Virginia Code 17C-5-2b, the clerk of the court shall immediately transmit the order to the Commissioner of the Division of Motor Vehicles.

(WVaC 17C-5-2)

333.011 PARTICIPATION IN MOTOR VEHICLE ALCOHOL TEST AND LOCK PROGRAM.

(a) (1) Except as provided in subsection (f) of this section, the court, without entering a judgment of guilt and with the consent of the accused, shall defer further proceedings and impose probation, when:

A. The person pleads to or is found guilty of the offense defined in Section 333.01(c);

B. The person has not previously been convicted of any offense under this article or under any statute of the United States or of any state relating to driving under the influence of alcohol, any controlled substance, or any other drug; and

C. The person notifies the court within thirty days of his or her arrest of his or her intention to participate in a deferral pursuant to this section.

(2) If all the requirements in subsection (a)(1) hereof are met, the court, without entering a judgment of guilt, shall defer further proceedings and place the person on

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probation, the conditions of which shall include that he or she successfully completes the Motor Vehicle Alcohol Test and Lock Program as provided in West Virginia Code 17C-5A-3a. Participation therein shall be for a period of at least 165 days after a fifteen-day suspension of his or her license to operate a motor vehicle and shall be completed within one year thereafter.

(b) (1) If the prosecuting attorney files a motion alleging that the defendant during the period of the Motor Vehicle Alcohol Test and Lock Program has been removed therefrom by the Division of Motor Vehicles, or has failed to successfully complete the program before making a motion for dismissal pursuant to subsection (c) hereof, the court may issue such process as is necessary to bring the defendant before the court.

(2) A motion alleging a violation filed pursuant to subsection (c)(1) hereof must be filed during the period of the Motor Vehicle Alcohol Test and Lock Program or, if filed thereafter, must be filed within a reasonable time after the alleged violation was committed.

(3) When the defendant is brought before the court, the court shall afford the defendant an opportunity to be heard. If the court finds that the defendant has been rightfully removed from the Motor Vehicle Alcohol Test and Lock Program by the Division of Motor Vehicles, the court may order, when appropriate, that the deferral be terminated, and thereupon enter an adjudication of guilt and proceed as otherwise provided.

(4) Should the defendant fail to complete or be removed from the Motor Vehicle Alcohol Test and Lock Program, the defendant waives the appropriate statute of limitations and the defendant's right to a speedy trial under any applicable federal or state constitutional provisions, statutes, or rules of court during the period of enrollment in the program.

(c) When the defendant shall have completed satisfactorily the Motor Vehicle Alcohol Test and Lock Program and complied with its conditions, the defendant may move the court for an order dismissing the charges. This motion shall be supported by affidavit of the defendant and by certification of the Division of Motor Vehicles that the defendant has successfully completed the Motor Vehicle Alcohol Test and Lock Program. A copy of the motion shall be served on the prosecuting attorney who shall within thirty days after service advise the judge of any objections to the motion, serving a copy of such objections on the defendant or the defendant's attorney. If there are no objections filed within the thirty-day period, the court shall thereafter dismiss the charges against the defendant. If there are objections filed with regard to the dismissal of charges, the court shall proceed as set forth in subsection (b) hereof.

(d) Except as provided herein, unless a defendant adjudicated pursuant to this subsection is convicted of a subsequent violation of Section 333.01 or West Virginia Code 17C-5, discharge and dismissal under this section shall be without adjudication of guilt and is not a conviction for purposes of disqualifications or disabilities imposed by law upon conviction of a crime, except for those provided in West Virginia Code 17C-5A-1 et seq. Except as provided in Section 333.01 regarding subsequent offenses, the effect of the dismissal and discharge shall be to restore the person in contemplation of law to the status he or she occupied prior to arrest and trial. No person as to whom a dismissal and discharge have been effected shall be thereafter held to be guilty of perjury, false swearing, or otherwise giving a

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false statement by reason of his or her failure to disclose or acknowledge his or her arrest or trial in response to any inquiry made of him or her for any purpose other than any inquiry made in connection with any subsequent offense as provided in Section 333.01.

(e) There may be only one discharge and dismissal under this section with respect to any person.

(f) No person shall be eligible for dismissal and discharge under this section:

(1) In any prosecution in which any violation of any other provision of Section 333.01 or West Virginia Code 17C-5 has been charged;

(2) If the person holders a commercial driver's license or operates commercial motor vehicles;

(3) If the person has previously had his or her license to operate a motor vehicle revoked for any offense under a municipal ordinance of this state or any other state or a statute of the United States or of any other state which has the same elements as an offense described in this article; or

(4) If a court entered an order finding that the person refused the secondary chemical test pursuant to West Virginia Code 17C-5-7a.

(g) (1) After a period of not less than one year, which shall begin to run immediately upon the expiration of a term of probation imposed upon any person under this section, the person may apply to the court for an order to expunge all official records of his or her arrest, trial, and conviction, pursuant to this section except for those maintained by the Division of Motor Vehicles: provided, that any person who has previously been convicted of a felony may not make a motion for expungement pursuant to this section.

(2) If the prosecuting attorney objects to the expungement, the objections shall be filed with the court within thirty days after service of a motion for expungement, and copies of the objections shall be served on the defendant or the defendant's attorney.

(3) If the objections are filed, the court shall hold a hearing on the objections, affording all parties an opportunity to be heard. If the court determines after a hearing that the person during the period of his or her probation and during the period of time prior to his or her application to the court under this subsection has not been guilty of any serious or repeated violation of the conditions of his or her probation, it shall order the expungement.

(h) A person prosecuted for an offense under Section 333.01(c), whose case is disposed of pursuant to the provisions of this section, shall be required to pay the amount of court costs that could be assessed against a person convicted of the offense. Payment of such costs may be made a condition of probation. The costs assessed pursuant to this subsection, whether as a term of probation or not, shall be distributed as other court costs in accordance with West Virginia Code 50-3-2; 14-2A-4; 30-29-4; and 62-5-2, 62-5-7 and 62-5-10.

(WVaC 17C-5-2b)

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333.02 RECKLESS DRIVING.

(a) No person shall drive any vehicle upon any street or highway, or upon any residential street, or in any parking area, or upon the ways of any institution of higher education, whether public or private or upon the property of the Board of Education, or upon any property within the Municipal park and public recreation system, in willful or wanton disregard for the safety of persons or property.

(b) The provisions of subsection (a) hereof shall not apply to those areas which have been temporarily closed for racing sport events or which may be set aside by the Municipality within the park and recreation system for exclusive use by motorcycles or other recreational vehicles. (WVaC 17C-5-3)

(c) Every person convicted of reckless driving, shall be fined not more than five hundred dollars ($500.00) or imprisoned not more than thirty days, or both.

(Passed 3-20-96.)

333.03 HAZARDOUS DRIVING.

(a) No person shall operate a motor vehicle or motorcycle without exercising reasonable and ordinary control over such vehicle.

(b) No person shall operate a motor vehicle or motorcycle in a weaving or zigzag course unless such irregular course is necessary for safe operation or in compliance with law.

(c) No person shall operate a motor vehicle or motorcycle without giving his full time and attention to the operation of such vehicle.

333.99 PENALTY.

(EDITOR'S NOTE: See Section 303.99 for general Traffic Code penalty.)

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City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 11/03/25
Department: City Council
Category: Ordinance
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2025-1203: Second Reading and Consideration of an Amendment to the Codified Ordinances of the City of Charles Town, West Virginia with Regard to Part Three Traffic Code, Chapter 5 Vehicular Operation, Article 335 Speed Restrictions as a result of adopted State Changes.

Proposed Motion: Approve the Second Reading and Consideration of an Amendment to the Codified Ordinances of the City of Charles Town, West Virginia with Regard to Part Three Traffic Code, Chapter 5 Vehicular Operation, Article 335 Speed Restrictions.

ATTACHMENTS:

- Article 335.pdf

ARTICLE 335
Speed Restrictions

335.01 Maximum speed limits.

335.02 Slow speed.

335.03 Special speed limitations.

335.04 Racing on streets and highways prohibited.

335.05 Prima facie evidence of speed by radar.

335.06 Special speed limitations when meeting or overtaking waste service vehicles.

335.99 Penalty.

CROSS REFERENCES

See sectional histories for similar State law

Authority to regulate speed - see W. Va. Code 17C-2-8, 17C-6-3

Minimum speed regulations - see W. Va. Code 17C-6-3(a)

Special speed limitations - see W. Va. Code 17C-6-4 et seq.

Use of radar - see W. Va. Code 17C-6-7

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335.01 MAXIMUM SPEED LIMITS.

(a) No person may drive a vehicle on a street or highway at a speed greater than is reasonable and prudent under the existing conditions and the actual and potential hazards. In every event speed shall be ~~so~~ controlled as ~~may be~~ necessary to avoid colliding with any person, vehicle or other conveyance on or entering the streets and highways in compliance with legal requirements and the duty of all persons to use due care.

(b) Where no special hazard exists that requires lower speed for compliance with subsection (a) of this section, the speed of any vehicle not in excess of the limits specified in this section or established as hereinafter authorized is lawful, but any speed in excess of the limits specified below in this subsection or established as hereinafter authorized is unlawful. The following speed limits apply:

(1) Fifteen miles per hour in a school zone during school recess or while children are going to or leaving school during opening or closing hours. A school zone is all school property including school grounds and any street or highway abutting the ~~such~~ school

grounds and extending one hundred twenty-five feet along the ~~such~~ street or highway from the school grounds and, in the case of school property not abutting a street or highway but accessed through a right-of-way granted for entrance to school property, a school zone established by an engineering study conducted by the Division of Highways is all school property, including school grounds and any property within the access right-of-way, and extending one hundred twenty-five feet along the street or highway from the entrance to the access right-of-way. The ~~Such~~ speed restriction does not apply to vehicles traveling on a controlled-access highway which is separated from the school or school grounds by a fence or barrier approved by the Division of Highways. For purposes of this subdivision, the term "school property" includes any public school, public charter school, and any private school that requests the Division of Highways to designate a school zone;

(2) Twenty-five miles per hour in any business or residence district; and

(3) Fifty-five miles per hour on open country highways; except as otherwise provided by this article.

The speeds set forth in this section may be altered as authorized in West Virginia Code Article 17C-6.

(c) The driver of every vehicle shall, consistent with the requirements of subsection (a) of this section, drive at an appropriate reduced speed when approaching and crossing an intersection or railway grade crossing, when approaching and going around a curve, when approaching a hill crest, when traveling upon any narrow or winding roadway and when special hazard exists with respect to pedestrians or other traffic or by reason of weather or highway conditions.

(d) The speed limit on controlled-access highways and interstate highways, where no special hazard exists that requires a lower speed, shall be not less than fifty-five miles per hour and the speed limits specified in subsection (b) of this section do not apply.

(WVaC 17C-6-1)

335.02 SLOW SPEED.

No person shall drive a motor vehicle at such a slow speed as to impede the normal and reasonable movement of traffic except when reduced speed is necessary for safe operation or in compliance with law.

(WVaC 17C-6-3a(a))

335.03 SPECIAL SPEED LIMITATIONS.

(a) Subject to all other speed restrictions of this Traffic Code no person shall drive a vehicle not designed for carrying passengers and equipped with pneumatic tires at a speed in excess of:

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(1) Twenty miles per hour in any business district;

(2) Twenty-five miles per hour in any residence district;

(3) Forty miles per hour on open country highway;

(4) Trucks licensed at 8,000 pounds gross vehicle weight or less shall be permitted the same speed as passenger cars.

(WVaC 17C-6-4)

(b) No person shall drive any vehicle equipped with other than pneumatic tires at a speed greater than a maximum of ten miles per hour.

No person shall drive a vehicle over any bridge or other elevated structure constituting a part of a street or highway at a speed which is greater than the maximum speed which can be maintained with safety to such bridge or structure, when such structure is so signposted.

(WVaC 17C-6-5)

335.04 RACING ON STREETS AND HIGHWAYS PROHIBITED.

No person shall engage in, or aid or abet by serving as lookout or timer or in any other capacity whatever, any speed race, as defined herein, on any public street or highway in this Municipality. For the purposes of this section, "speed race" means:

(a) The operation of a motor vehicle in speed acceleration competition with another motor vehicle or motor vehicles; or

(b) The operation of a motor vehicle in speed acceleration competition against time; or

(c) The operation of a motor vehicle in speed competition with another motor vehicle or motor vehicles where the speed exceeds the lawful speed limit.

(WVaC 17C-6-8(a))

335.05 PRIMA FACIE EVIDENCE OF SPEED BY RADAR.

The speed of a motor vehicle may be proved by evidence obtained by use of any device designed to measure and indicate or record the speed of a moving object by means of microwaves or reflected light, when such evidence is obtained by members of the Police Department. The evidence so obtained shall be accepted as prima facie evidence of the speed of such vehicle.

(WVaC 17C-6-7)

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335.06 SPECIAL SPEED LIMITATIONS WHEN MEETING OR OVERTAKING WASTE SERVICE VEHICLES.

(a) No person shall drive a motor vehicle and meet or overtake from either direction a stopped waste service vehicle at a speed in excess of fifteen miles per hour.

(b) For purposes of this section, "waste service vehicle" means any garbage collection vehicle, including a vehicle collecting recyclables or yard waste, which is used for curbside collection, makes frequent stops and is not fully automated.

(c) The speed limitation set forth in subsection (a) of this section applies only under the following circumstances:

(1) The waste service vehicle is identifiable as a waste service vehicle based on the vehicle configuration or markings on the vehicle;

(2) The waste service vehicle operator is giving a visual signal by means of a stationary sign to warn of the presence of workers or must use flashing lights as permitted in this code to caution other drivers; and

(3) The waste service vehicle is not located on a private driveway, controlled access highway, interstate highway, turnpike or road or highway with a center line and more than two lanes.

(WVaC 17C-6-11)

335.99 PENALTY.

(a) General Article Penalty. Whoever violates any provision of this article for which no other penalty is provided shall be fined not more than one hundred dollars ($100.00); upon a second conviction within one year thereafter shall be fined not more than two hundred dollars ($200.00); and upon a third or subsequent conviction, shall be fined not more than five hundred dollars ($500.00).

(b) Speeding.

(1) Unless otherwise provided in this subsection (b) hereof, any person who violates the provisions of Section 335.01 shall be fined not more than one hundred dollars ($100.00); upon a second conviction within one year thereafter, shall be fined not more than two hundred dollars ($200.00); and, upon a third or subsequent conviction within two years thereafter, shall be fined not more than five hundred dollars ($500.00); provided, that if such third or subsequent conviction is based upon a violation of the provisions of Section 335.01 where the offender exceeded the speed limit by fifteen miles per hour or more, then the person shall be fined not more than five hundred dollars ($500.00) or imprisoned not more than thirty days, or both.

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(2) Any person who violates the provisions of Section 335.01 (b)(1) shall be fined not less than one hundred dollars ($100.00) nor more than five hundred dollars ($500.00); provided, that if such conviction is based upon a violation of the provisions of Section 335.01 (b)(1) where the offender exceeded the speed limit by fifteen miles per hour or more in the presence of one or more children, then the person shall be fined not less than one hundred dollars ($100.00) nor more than five hundred dollars ($500.00) or imprisoned not more than thirty days, or both: Provided, that if the signage required by Section 335.01 (b)(1) is not present in the school zone at the time of the violation, then any person who violates said provision shall be fined not more than twenty-five dollars ($25.00).

(WVaC 17C-6-1)

(c) Street Racing. Whoever violates Section 335.04 shall be fined not less than fifty dollars ($50.00) nor more than one hundred dollars ($100.00); for a second offense fined not less than fifty dollars ($50.00) nor more than five hundred dollars ($500.00), or by imprisonment for not less than six days nor more than thirty days, or both; and for a third and each subsequent offense fined not less than one hundred dollars ($100.00) nor more than one thousand dollars ($1,000), or by imprisonment for not more than thirty days or both. For the purposes of this section, a forfeiture of bail or collateral deposited to secure such person's appearance in court, which forfeiture has not been vacated, shall be equivalent to a final conviction. If at the time of any violation of the provisions of Section 335.04 by any person as an operator of a motor vehicle, such person was not entitled to operate a motor vehicle in this State because his operator's or chauffeur's license, or privilege to drive in this State if such person be a nonresident, had earlier been suspended or removed, then in addition to the penalties provided for in this section, the provisions of Section 351.10 shall be applicable.

(WVaC 17C-6-8)

(d) Waste Service Vehicles. Any person who violates the provisions of Section 335.06 shall be fined not less than one hundred dollars ($100.00) nor more than three hundred dollars ($300.00). If the person convicted of violating Section 335.06 exceeded the speed limit by fifteen miles per hour or more or caused serious injury or death to a service vehicle worker, then the person shall be fined not less than three hundred dollars ($300.00) nor more than one thousand dollars ($1,000) or confined in jail for not more than thirty days, or both.

(WVaC 17C-6-11)

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City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 11/03/25
Department: City Council
Category: Ordinance
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2025-1204: Second Reading and Consideration of an Amendment to the Codified Ordinances of the City of Charles Town, West Virginia with Regard to Part Three Traffic Code, Chapter 5 Vehicular Operation, Article 345 Safety and Equipment as a result of adopted State Changes.

Proposed Motion: Approve the Second Reading and Consideration of an Amendment to the Codified Ordinances of the City of Charles Town, West Virginia with Regard to Part Three Traffic Code, Chapter 5 Vehicular Operation, Article 345 Safety and Equipment.

ATTACHMENTS:
- Article 345.pdf

ARTICLE 345
Safety and Equipment

345.01 Driving unsafe vehicles; application; farm and road equipment exceptions.

345.02 When lighted lights required.

345.03 Measurement of distances and heights.

345.04 Headlights on motor vehicles and motorcycles.

345.05 Tail light; illumination of rear license plate.

345.06 Red light or red flag on extended loads.

345.07 Lights on parked or stopped vehicles.

345.08 Lights on slow-moving vehicles.

345.09 Spotlights and auxiliary lights.

345.10 Signal lamps and signal devices.

345.11 Cowl, fender and back-up lights; flashing hazard lights.

345.12 Multiple-beam road-lighting equipment requirements.

345.13 Use of headlight beams.

345.14 Single-beam road-lighting equipment.

345.15 Lights on motorcycles, motor-driven cycles and mopeds.

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345.17 Number of driving lights required or permitted.

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345.19 Motor vehicle or motorcycle brakes.

345.20 Inspection of brakes on motorcycles, motor-driven cycles and mopeds.

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345.23 Rear-view mirror.

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345.29 Safety equipment for motorcyclists, motorcycles, motor-driven cycles and mopeds.

345.30 Certification labels on mopeds.

345.31 Child passenger safety devices required; child safety seats and booster seats.

345.32 Certificate of inspection and approval.

345.33 Alteration of suspension system.

345.34 Sun screening devices.

345.35 Operation of vehicles with safety belts.

345.99 Penalty.

CROSS REFERENCES

See sectional histories for similar State law

Obscured light on vehicles in combination - see W. Va. Code 17C-15-13

Warning devices for commercial vehicles - see W. Va. Code 17C-15-39

Bicycle equipment - see TRAF. Art. 373

345.01 DRIVING UNSAFE VEHICLES; APPLICATION; FARM AND ROAD EQUIPMENT EXCEPTIONS.

(a) No person shall drive or move and no owner shall cause or knowingly permit to be driven or moved on any street or highway any vehicle or combination of vehicles which is in such unsafe condition as to endanger any person, or which does not contain those parts or is not at all times equipped with such lamps and other equipment in proper condition and adjustment as required in this article, or which is equipped in any manner in violation of this article, or for any person to do any act forbidden or fail to perform any act required under this article.

(b) Nothing contained in this article shall be construed to prohibit the use of additional parts and accessories on any vehicle not inconsistent with the provisions of this article.

(c) The provisions of this article with respect to equipment on vehicles shall not apply to implements of husbandry, road machinery, road rollers or farm tractors except as herein made applicable. Every farm tractor equipped with an electric lighting system shall at all

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times mentioned in Section 345.02 display a red tail lamp and either multiple-beam or single-beam head lamps meeting the requirements of Section 345.02.

(WVaC 17C- 15-1)

345.02 WHEN LIGHTED LIGHTS REQUIRED.

Every vehicle other than a school bus, motorcycle, motor-driven cycle or moped operated upon a street or highway within this Municipality at any time from sunset to sunrise or during fog, smoke, rain or other unfavorable atmospheric conditions, or at any other time when there is not sufficient light to render clearly discernible persons and vehicles on the street or highway at a distance of 500 feet ahead shall display lighted head lamps and illuminating devices as hereinafter respectively required for different classes of vehicles, subject to exceptions with respect to parked vehicles as provided for in Section 345.07(c). Every school bus, motorcycle, motor-driven cycle and moped shall display lighted head lamps at all times when upon the street or highway.

(WVaC 17C-15-2)

345.03 MEASUREMENT OF DISTANCES AND HEIGHTS.

(a) Whenever requirement is hereinafter declared as to the distance from which certain lamps and devices shall render objects visible or within which such lamps or devices shall be visible such provisions shall apply during the times stated in Section 345.02 in respect to a vehicle without load when upon a straight, level, unlighted street or highway under normal atmospheric conditions unless a different time or condition is expressly stated.

(b) Whenever requirement is hereinafter declared as to the mounted height of lamps or devices it shall mean from the center of such lamp or device to the level ground upon which the vehicle stands when such vehicle is without a load.

(WVaC 17C-15-3)

345.04 HEADLIGHTS ON MOTOR VEHICLES AND MOTORCYCLES.

(a) Every motor vehicle other than a motorcycle, motor-driven cycle or moped shall be equipped with at least two head lamps with at least one on each side of the front of the motor vehicle, which head lamps shall comply with the requirements and limitations set forth in this article.

(b) Every motorcycle, motor-driven cycle and moped shall be equipped with at least one and not more than two head lamps which shall comply with the requirements and limitations of this article.

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(c) Every head lamp upon every motor vehicle, including every motorcycle, motor-driven cycle and moped, shall be located at a height measured from the center of the head lamp of not more than fifty-four inches nor less than twenty-four inches to be measured as set forth in Section 345.03.

(WVaC 17C-15-4)

345.05 TAIL LIGHT; ILLUMINATION OF REAR LICENSE PLATE.

(a) Every motor vehicle, trailer or semitrailer, and any other vehicle which is being drawn at the end of a train of vehicles, shall be equipped with at least one tail lamp mounted on the rear, which, when lighted as hereinbefore required, shall emit a red light plainly visible from a distance of 500 feet to the rear, provided that in the case of a train of vehicles only the tail lamp on the rearmost vehicle need actually be seen from the distance specified.

(b) Every tail lamp upon every vehicle shall be located at a height of not more than sixty inches nor less than twenty inches to be measured as set forth in Section 345.03(b).

(c) Either a tail lamp or a separate lamp shall be so constructed and placed as to illuminate with a white light the rear registration plate and render it clearly legible from a distance of fifty feet to the rear. Any tail lamp or tail lamps, together with any separate lamp for illuminating the rear registration plate, shall be so wired as to be lighted whenever the head lamps or auxiliary driving lamps are lighted.

(WVaC 17C-15-5)

345.06 RED LIGHT OR RED FLAG ON EXTENDED LOADS.

Whenever the load upon any vehicle extends to the rear four feet or more beyond the bed or body of such vehicle there shall be displayed at the extreme rear end of the load, at the times specified in Section 345.02, a red light or lantern plainly visible from a distance of at least 500 feet to the sides and rear. The red light or lantern required under this section shall be in addition to the red rear light required upon every vehicle. At any time there shall be displayed at the extreme rear end of such load a red flag or cloth not less than twelve inches square and so hung that the entire area is visible to the driver of a vehicle approaching from the rear.

(WVaC 17C-15-14)

345.07 LIGHTS ON PARKED OR STOPPED VEHICLES.

(a) Whenever a vehicle is lawfully parked upon a street or highway during the hours between sunset and sunrise and in the event there is sufficient light to reveal any person or object within a distance of 500 feet upon such street or highway no lights need be displayed upon such parked vehicle.

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(b) Whenever a vehicle is parked or stopped upon a roadway or shoulder adjacent thereto, whether attended or unattended, during the hours between sunset and sunrise and there is not sufficient light to reveal any person or object within a distance of 500 feet upon such street or highway, such vehicle so parked or stopped shall be equipped with one or more lamps meeting the following requirements: At least one lamp shall display a white or amber light visible from a distance of 500 feet to the front of the vehicle, and the same lamp or at least one other lamp shall display a red light visible from a distance of 500 feet to the rear of the vehicle, and the location of such lamp or lamps shall always be such that at least one lamp or combination of lamps meeting the requirements of this section is installed as near as practicable to the side of the vehicle which is closest to passing traffic. The foregoing provisions shall not apply to a motorcycle, motor-driven cycle or moped.

(c) Any lighted head lamps upon a parked vehicle shall be depressed or dimmed.

(WVaC 17C-15-15)

345.08 LIGHTS ON SLOW-MOVING VEHICLES.

All vehicles including animal-drawn vehicles and including those referred to in Section 345.01(c) not hereinbefore specifically required to be equipped with lamps, shall at the times specified in Section 345.02 be equipped with at least one lighted lamp or lantern exhibiting a white light visible from a distance of 500 feet to the front of such vehicle and with a lamp or lantern exhibiting a red light visible from a distance of 500 feet to the rear.

(WVaC 17C-15-16)

345.09 SPOTLIGHTS AND AUXILIARY LIGHTS.

(a) Spot Lamps. Any motor vehicle except a public utility company maintenance vehicle may be equipped with not more than one spot lamp and every lighted spot lamp shall be so aimed and used upon approaching another vehicle that no part of the high-intensity portion of the beam will be directed to the left of the prolongation of the extreme left side of the vehicle nor more than 100 feet ahead of the vehicle. A public utility company maintenance vehicle may be equipped with more than one spot lamp but all lighted spot lamps shall be aimed and used in conformity to the requirements of this subsection.

(b) Fog Lamps. Any motor vehicle may be equipped with not more than two fog lamps mounted on the front at a height not less than twelve inches nor more than thirty inches above the level surface upon which the vehicle stands and so aimed that when the vehicle is not loaded none of the high-intensity portion of the light to the left of the center of the vehicle shall at a distance of twenty-five feet ahead project higher than a level of four inches below the level of the center of the lamp from which it comes.

(c) Auxiliary Passing Lamp. Any motor vehicle may be equipped with not more than one auxiliary passing lamp mounted on the front at a height not less than twenty-four inches nor

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more than forty-two inches above the level surface upon which the vehicle stands and every auxiliary passing lamp shall meet the requirements and limitations set forth in this article.

(d) Auxiliary Driving Lamp. Any motor vehicle may be equipped with not more than one auxiliary driving lamp mounted on the front at a height not less than sixteen inches nor more than forty-two inches above the level surface upon which the vehicle stands and every such auxiliary driving lamp shall meet the requirements and limitations set forth in this article.

(e) Roof-Mounted Off-Road Light Bar Lighting Device. Any motor vehicle may be equipped with a roof- mounted off-road light bar lighting device comprised of multiple lamps: provided, that whenever the vehicle is operated or driven upon any road or highway, the roof- mounted off-road light bar lighting device shall be turned off and covered with an opaque covering that prohibits light from being emitted while the vehicle is being operated on any road or highway.

(WVaC 17C-15-17)

345.10 SIGNAL LAMPS AND SIGNAL DEVICES.

(a) Any motor vehicle may be equipped and when required under this Traffic Code shall be equipped with the following signal lamps or devices:

(1) A stop lamp on the rear which shall emit a red or yellow light and which shall be actuated upon application of the service (foot) brake and which may but need not be incorporated with a tail lamp.

(2) A lamp or lamps or mechanical signal device capable of clearly indicating any intention to turn either to the right or to the left and which shall be visible both from the front and rear.

(b) A stop lamp shall be plainly visible and understandable from a distance of 100 feet to the rear both during normal sunlight and at nighttime and signal lamp or lamps indicating intention to turn shall be visible and understandable during daytime and nighttime from a distance of 100 feet both to the front and rear. When a vehicle is equipped with a stop lamp or other signal lamps, such lamp or lamps shall at all times be maintained in good working condition. No stop lamp or signal lamp shall project a glaring or dazzling light.

(c) All mechanical signal devices shall be self-illuminated when in use at the times mentioned in Section 345.02.

(WVaC 17C-15-18)

345.11 COWL, FENDER AND BACK-UP LIGHTS; FLASHING HAZARD LIGHTS.

(a) Any motor vehicle may be equipped with not more than two side cowl or fender lamps which shall emit an amber or white light without glare.

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(b) Any motor vehicle may be equipped with not more than one running-board courtesy lamp on each side thereof which shall emit a white or amber light without glare.

(c) All motor vehicles shall be equipped with a minimum of at least two functioning back-up lamps either separately or in combination with other lamps, unless the vehicle was originally equipped with one lamp. Any such back-up lamp shall not be lighted when the motor vehicle is in forward motion. School buses used for the transportation of school children in this Municipality, whether owned and operated by a county board of education or privately owned and operated under contract with a county board of education, shall be equipped with at least two back- up lamps, one on each side of the rear door, with white lens or reflectors, capable of lighting the roadway and objects to the rear of the bus for safe backing during darkness, and which, at the option of the county board of education, may each provide fifty candlepower in illumination intensity instead of thirty- two candlepower.

(d) Any vehicle may be equipped with lamps which may be used for the purpose of warning the operators of other vehicles of the presence of a vehicular traffic hazard requiring the exercise of unusual care in approaching, overtaking or passing, and when so equipped may display such warning in addition to any other warning signals required by this article. The lamps used to display such warning to the front shall be mounted at the same level and as widely spaced laterally as practicable and shall display simultaneously flashing white or amber lights, or any shade of color between white and amber. The lamps used to display such warning to the rear shall be mounted at the same level and as widely spaced laterally as practicable, and shall show simultaneously flashing amber or red lights or any shade of color between amber and red.

(e) Vehicles used by "rural mail carriers" in carrying or delivering mail in rural areas may be equipped with amber flashing lights. Such lights shall be on the front and rear of the vehicle and may be activated when the vehicle is stopped or decreasing speed in order to stop in the course of carrying, delivering or picking up mail along the route.

(f) Vehicles used as the lead car in a funeral procession are hereby authorized to be equipped with, but are not required to use, purple lamps or purple flashing lights. Such lamps may be used for the purpose of warning the operators of other vehicles of the presence of a vehicular traffic hazard requiring the exercise of unusual care in approaching, overtaking or passing a funeral procession, and when so equipped may display such warning in addition to any other warning signals required by this article. The lamps or flashing lights used to display such warning to the front shall be mounted at the same level and as widely spaced laterally as practicable and shall display simultaneously either illuminating or flashing purple lights. The lamps used to display such warning to the rear shall be mounted at the same level and as widely spaced laterally as practicable, and shall show simultaneously flashing or illuminated purple lights.

(WVaC 17C-15-19)

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345.12 MULTIPLE-BEAM ROAD-LIGHTING EQUIPMENT REQUIREMENTS.

Except as hereinafter provided, the head lamps or the auxiliary driving lamp or the auxiliary passing lamp or combinations thereof on motor vehicles other than a motorcycle, motor-driven cycle or moped shall be so arranged that the driver may select at will between distributions of light projected to different elevations and such lamps may, in addition, be so arranged that such selection can be made automatically, subject to the following limitations:

(a) There shall be an uppermost distribution of light, or composite beam, so aimed and of such intensity as to reveal persons and vehicles at a distance of at least 350 feet ahead for all conditions of loading.

(b) There shall be a lowermost distribution of light, or composite beam, so aimed and of sufficient intensity to reveal persons and vehicles at a distance of at least 100 feet ahead; and on a straight level road under any condition of loading none of the high-intensity portion of the beam shall be directed to strike the eyes of an approaching driver.

(c) Every new motor vehicle, other than a motorcycle, motor-driven cycle or moped, registered in the State after January 1, 1952, which has multiple-beam road-lighting equipment shall be equipped with a beam indicator, which shall be lighted whenever the uppermost distribution of light from the head lamps is in use, and shall not otherwise be lighted. Such indicator shall be so designed and located that when lighted it will be readily visible without glare to the driver of the vehicle so equipped.

(WVaC 17C-15-20)

345.13 USE OF HEADLIGHT BEAMS.

Whenever a motor vehicle is being operated on a roadway or shoulder adjacent thereto during the times specified in Section 345.02, the driver shall use a distribution of light, or composite beam, directed high enough and of sufficient intensity to reveal persons and vehicles at a safe distance in advance of the vehicle, subject to the following requirements and limitations:

(a) Whenever a driver of a vehicle approaches an oncoming vehicle within 500 feet, such driver shall use a distribution of light, or composite beam, so aimed that the glaring rays are not projected into the eyes of the oncoming driver. The lowermost distribution of light, or composite beam specified in Section 345.12(b) shall be deemed to avoid glare at all times regardless of road contour and loading.

(b) Whenever the driver of a vehicle follows another vehicle within 200 feet to the rear, except when engaged in the act of overtaking and passing, such driver shall use a distribution of light permissible under this Traffic Code other than the uppermost distribution of light specified in Section 345.12(a).

(WVaC 17C-15-21)

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345.14 SINGLE-BEAM ROAD-LIGHTING EQUIPMENT.

Head lamps arranged to provide a single distribution of light shall be permitted on motor vehicles manufactured and sold prior to July 1, 1952 in lieu of multiple-beam road-lighting equipment herein specified if the single distribution of light complies with the following requirements and limitations:

(a) The head lamps shall be so aimed that when the vehicle is not loaded none of the high-intensity portion of the light shall at a distance of twenty-five feet ahead project higher than a level of five inches below the level of the center of the lamp from which it comes, and in no case higher than forty-two inches above the level on which the vehicle stands at a distance of seventy-five feet ahead.

(b) The intensity shall be sufficient to reveal persons and vehicles at a distance of at least 200 feet.

(WVaC 17C-15-22)

345.15 LIGHTS ON MOTORCYCLES, MOTOR-DRIVEN CYCLES AND MOPEDS.

The head lamp or head lamps upon every motorcycle, motor-driven cycle and moped may be of the single- beam or multiple-beam type but in either event shall comply with the requirements and limitations as follows:

(a) Every head lamp or head lamps shall be of sufficient intensity to reveal a person or a vehicle at a distance of not less than 100 feet when the motorcycle, motor-driven cycle or moped is operated at any speed less than twenty-five miles per hour and at a distance of not less than 200 feet when it is operated at a speed of twenty-five or more miles per hour.

(b) If the motorcycle, motor-driven cycle or moped is equipped with a multiple-beam type head lamp or head lamps the upper beam shall meet the minimum requirements set forth above and shall not exceed the limitations set forth in Section 345.12(a) and the lowermost beam shall meet the requirements applicable to a lowermost distribution of light as set forth in Section 345.12(b).

(c) If the motorcycle, motor-driven cycle or moped is equipped with a single-beam lamp or lamps such lamp or lamps shall be so aimed that when the vehicle is loaded none of the high-intensity portion of light, at a distance of twenty-five feet ahead, shall project higher than the level of the center of the lamp from which it comes.

(d) (1) Subject to subsection (d)(2) hereof, a motorcycle may be equipped with, and an operator of a motorcycle may use, the following auxiliary lighting:

A. Amber and white illumination;

B. Standard bulb running lights; or

C. Light-emitting diode pods and strips.

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(2) Lighting under this subsection shall be:

A. Nonblinking;

B. Nonflashing;

C. Nonoscillating; and

D. Directed toward the engine and the drive train of the motorcycle to prevent interference with the driver's operation of the vehicle.

(WVaC 17C-15-23)

345.16 ALTERNATE ROAD-LIGHTING EQUIPMENT.

Any motor vehicle may be operated under the conditions specified in Section 345.02 when equipped with two lighted lamps upon the front thereof capable of revealing persons and objects seventy-five feet ahead in lieu of lamps required in Section 345.12, or Section 345.14, provided that at no time shall it be operated at a speed in excess of twenty miles per hour.

(WVaC 17C-15-24)

345.17 NUMBER OF DRIVING LIGHTS REQUIRED OR PERMITTED.

(a) At all times specified in Section 345.02 at least two lighted lamps shall be displayed, one on each side at the front of every motor vehicle other than a motorcycle, motor-driven cycle or moped, except when such vehicle is parked subject to the regulations governing lights on parked vehicles.

Whenever a motor vehicle equipped with head lamps as herein required is also equipped with any auxiliary lamps or a spot lamp or any other lamp on the front thereof projecting a beam of intensity greater than 300 candlepower, not more than a total of four of any such lamps on the front of a vehicle shall be lighted at any one time when upon a street or highway.

(WVaC 17C-15-25)

345.18 SPECIAL RESTRICTIONS ON LIGHTS.

(a) Any lighted lamp or illuminating device upon a motor vehicle other than head lamps, spot lamps, auxiliary lamps or flashing front-direction signals which projects a beam of light of an intensity greater than 300 candlepower shall be so directed that no part of the beam will strike the level of the roadway on which the vehicle stands at a distance of more than seventy-five feet from the vehicle.

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(b) No person may drive or move any vehicle or equipment upon any highway with any lamp or device on the vehicle displaying other than a white or amber light visible from directly in front of the center of the vehicle except as authorized by subsection (d) hereof.

(c) Except as authorized in subsections (d) and (g) of this section and Section 345.11, flashing lights are prohibited on motor vehicles: Provided, that any vehicle as a means for indicating right or left turn, or any vehicle as a means of indicating the same is disabled or otherwise stopped for an emergency may have blinking or flashing lights.

(d) Notwithstanding any other provisions of this Traffic Code, the following colors of flashing warning lights are restricted for the use of the type of vehicle designated:

(1) Blue flashing warning lights are restricted to police vehicles. Authorization for police vehicles shall be designated by the chief administrative official of each police department.

(2) Except for standard vehicle equipment authorized by Section 345.11, red flashing warning lights are restricted to the following:

A. Ambulances;

B. Fire-fighting vehicles;

C. Hazardous material response vehicles;

D. Industrial fire brigade vehicles;

E. Rescue squad vehicles not operating out of a fire department;

F. School buses;

G. Class A vehicles, as defined by West Virginia Code 17A-10-1 et seq. of those firefighters who are authorized by their fire chiefs to have the lights;

H. Class A vehicles of members of duly chartered rescue squads not operating out of a fire department;

I. Class A vehicles of members of ambulance services or duly chartered rescue squads who are authorized by their respective chiefs to have the lights;

J. Class A vehicles of out-of-state residents who are active members of West Virginia fire departments, ambulance services or duly chartered rescue squads who are authorized by their respective chiefs to have the lights;

K. West Virginia Department of Agriculture emergency response vehicles.

L. Vehicles designated by the Secretary of the Department of Homeland Security for emergency response or emergency management by the Division of Corrections, Regional Jail and Correctional Facility Authority, Division of Juvenile Services, and Division of Homeland Security and Emergency Management;

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M. Class A vehicles of emergency response or emergency management personnel as designated by the Secretary of the Department of Homeland Security and the county commission of the county of residence; and

N. Emergency management and operations vehicles operated by airports.

Red flashing warning lights attached to a Class A vehicle may be operated only when responding to or engaged in handling an emergency requiring the attention of the firefighters, members of the ambulance services or chartered rescue squads.

(3) The use of red flashing warning lights is authorized as follows:

A. Authorization for all ambulances shall be designated by the Department of Health and the sheriff of the county of residence.

B. Authorization for all fire department vehicles shall be designated by the Fire Chief and the State Fire Marshal's Office.

C. Authorization for all hazardous material response vehicles and industrial fire brigades shall be designated by the Chief of the Fire Department and the State Fire Marshal's Office.

D. Authorization for all rescue squad vehicles not operating out of a fire department shall be designated by the squad chief, the sheriff of the county of residence and the Department of Health.

E. Authorization for school buses shall be designated as set out in West Virginia Code 17C-14-12.

F. Authorization for firefighters to operate Class A vehicles shall be designated by their fire chiefs and the State Fire Marshal's Office.

G. Authorization for members of ambulance services or any other emergency medical service personnel to operate Class A vehicles shall be designated by their chief official, the Department of Health and the sheriff of the county of residence.

H. Authorization for members of duly chartered rescue squads not operating out of a fire department to operate Class A vehicles shall be designated by their squad chiefs, the sheriff of the county of residence and the Department of Health.

I. Authorization for out-of-state residents operating Class A vehicles who are active members of a West Virginia fire department, ambulance services or duly chartered rescue squads shall be designated by their respective chiefs.

J. Authorization for West Virginia Department of Agriculture emergency response vehicles shall be designated by the Commissioner of the Department of Agriculture.

K. Authorization for vehicles for emergency response or emergency management by the Division of Corrections, Regional Jail and Correctional Facility Authority, Division of Juvenile Services, and Division of Homeland Security and Emergency Management shall be designated by the Secretary of the Department of Homeland Security.

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L. Authorization for Class A vehicles of emergency response or emergency management personnel as designated by the Secretary of the Department of Homeland Security and the county commission of the county of residence.

M. Authorization for emergency management and operations vehicles operated by airports shall be designated by the airport director and the Secretary of the Department of Homeland Security.

(4) Yellow or amber flashing warning lights are restricted to the following:

A. All other emergency vehicles, including tow trucks and wreckers, authorized by the West Virginia Code Chapter 17C and 17C-15-27;

B. Postal service vehicles and rural mail carriers, as authorized in Section 345.11;

C. Rural newspaper delivery vehicles;

D. Flag car services;

E. Vehicles providing road service to disabled vehicles;

F. Service vehicles of a public service corporation;

G. Snow removal equipment;

H. School buses; and

I. Automotive fire apparatus owned by a municipality or other political subdivision, by a volunteer or part-volunteer fire company or department or by an industrial fire brigade.

(5) The use of yellow or amber flashing warning lights shall be authorized as follows:

A. Authorization for tow trucks, wreckers, rural newspaper delivery vehicles, flag car services, vehicles providing road service to disabled vehicles, service vehicles of a public service corporation and postal service vehicles shall be designated by the sheriff of the county of residence.

B. Authorization for snow removal equipment shall be designated by the Commissioner of the Division of Highways.

C. Authorization for school buses shall be designated as set out in West Virginia Code 17C-14-12.

D. Authorization for automotive fire apparatus shall be designated by the Fire Chief in conformity with the NFPA 1901 standard for automotive fire apparatus as published by the National Fire Protection Association (NFPA) on July 18, 2003, and adopted by the State Fire Commission by legislative rule (87 CSR 1, et seq.), except as follows:

1. With the approval of the State Fire Marshal, used automotive fire apparatus may be conformed to the NFPA standard in effect on the date of its manufacture or conformed to a later NFPA standard, and

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2. Automotive fire apparatus may be equipped with blinking or flashing headlamps.

(e) Notwithstanding the foregoing provisions of this section, any vehicle belonging to a county board of education, an organization receiving funding from the state or federal transit administration for the purpose of providing general public transportation, or hauling solid waste may be equipped with a white flashing strobotron warning light. This strobe light may be installed on the roof of a school bus, a public transportation vehicle, or a vehicle hauling solid waste not to exceed one-third the body length forward from the rear of the roof edge. The light shall have a single clear lens emitting light three hundred sixty degrees around its vertical axis and may not extend above the roof more than six and one-half inches. A manual switch and a pilot light must be included to indicate the light is in operation.

(f) Notwithstanding the foregoing provisions of this section, any waste service vehicle as defined in West Virginia Code Chapter 17C-6-11 may be equipped with yellow or amber flashing warning lights.

(g) It is unlawful for flashing warning lights of an unauthorized color to be installed or used on a vehicle other than as specified in this section, except that a police vehicle may be equipped with either or both blue or red warning lights.

(WVaC 17C-15-26)

345.19 MOTOR VEHICLE OR MOTORCYCLE BRAKES.

(a) Brake Equipment Required.

(1) Every motor vehicle, other than a motorcycle, motor-driven cycle or moped, when operated upon a street or highway shall be equipped with brakes adequate to control the movement of and to stop and hold such vehicle, including two separate means of applying the brakes, each of which means shall be effective to apply the brakes to at least two wheels. If these two separate means of applying the brakes are connected in any way, they shall be so constructed that failure of any one part of the operating mechanism shall not leave the motor vehicle without brakes on at least two wheels.

(2) Every motorcycle, motor-driven cycle and moped, when operated upon a street or highway, shall be equipped with at least one brake which may be operated by hand or foot.

(3) Every trailer or semitrailer of a gross weight of 3,000 pounds or more when operated upon a street or highway shall be equipped with brakes adequate to control the movement of and to stop and to hold such vehicle and so designed as to be applied by the driver of the towing motor vehicle from its cab, and such brakes shall be so designed and connected that in case of an accidental breakaway of the towed vehicle the brakes shall be automatically applied.

(4) Every new motor vehicle, trailer or semitrailer hereinafter sold in this State and operated upon the streets or highways shall be equipped with service brakes upon all wheels, with the following exceptions:

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A. Trucks and truck-tractors having three or more axles need not have brakes on the front wheels, except when such vehicles are equipped with at least two steerable axles, the wheels of one such axle need not be equipped with brakes, and

B. Any motorcycle, motor-driven cycle or moped and any semitrailer of less than 1,500 pounds gross weight need not be equipped with brakes.

(5) In any combination of motor-driven vehicles, means shall be provided for applying the rearmost trailer brakes, of any trailer equipped with brakes, in approximate synchronism with the brakes on the towing vehicle and developing the required braking effort on the rearmost wheels at the fastest rate; or means shall be provided for applying braking effort first on the rearmost trailer equipped with brakes; or both of the above means capable of being used alternatively may be employed.

(6) Every such vehicle and combination of vehicles, except motorcycles, motor-driven cycles and mopeds, shall be equipped with parking brakes adequate to hold the vehicle on any grade on which it is operated, under all conditions of loading on a surface free from snow, ice or loose material. The parking brakes shall be capable of being applied in conformance with the foregoing requirements by the driver's muscular effort or by spring action or by equivalent means. Their operation may be assisted by the service brakes or other source of power provided that failure of the service brake actuation system or other power assisting mechanism will not prevent the parking brakes from being applied in conformance with the foregoing requirements. The parking brakes shall be so designed that when once applied they shall remain applied with the required effectiveness despite exhaustion of any source of energy or leakage of any kind.

The same brake drums, brake shoes and lining assemblies, brake shoe anchors and mechanical brake shoe actuation mechanism normally associated with the wheel brake assemblies may be used for both the service brakes and the parking brakes. If the means of applying the parking brakes and the service brakes are connected in any way, they shall be so constructed that a failure of any one part shall not leave the vehicle without operative brakes.

(7) The brake shoes operating within or upon the drums on the vehicle wheels of any motor vehicle may be used for both service and hand operation.

(b) Performance Ability of Brakes. Every motor vehicle or combination of motor-drawn vehicles shall be capable, at all times and under all conditions of loading, of being stopped on a dry, smooth, level road free from loose material, upon application of the service (foot) brake, within the distances specified below, or shall be capable of being decelerated at a sustained rate corresponding to these distances:

	Feet to stop from 20 miles per hour	Deceleration in feet per second
Vehicle or combinations of vehicles having brakes on all wheels	30	14

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Vehicles or combinations of vehicles not having brakes on all wheels	40	10.7

(c) Maintenance of Brakes. All brakes shall be maintained in good working order and shall be so adjusted as to operate as equally as practicable with respect to the wheels on opposite sides of the vehicle.

(WVaC 17C-15-31)

345.20 INSPECTION OF BRAKES ON MOTORCYCLES, MOTOR-DRIVEN CYCLES AND MOPEDS.

No person shall operate on any street or highway any motorcycle, motor-driven cycle or moped in the event the Commissioner of Highways has disapproved the brake equipment upon such vehicle or type of vehicle.

(WVaC 17C-15-32)

345.21 HORN, SIREN AND THEFT ALARM SIGNAL.

(a) Every motor vehicle when operated upon a street or highway shall be equipped with a horn in good working order and capable of emitting sound audible under normal conditions from a distance of not less than 200 feet, but no horn or other warning device shall emit an unreasonably loud or harsh sound or a whistle. The driver of a motor vehicle shall when reasonably necessary to insure safe operation give audible warning with his horn but shall not otherwise use such horn when upon a street or highway.

(b) No vehicle shall be equipped with nor shall any person use upon a vehicle any siren, whistle or bell, except as otherwise permitted in this section.

(c) It is permissible but not required that any commercial vehicle be equipped with a theft alarm signal device which is so arranged that it cannot be used by the driver as an ordinary warning signal.

Any authorized emergency vehicle may be equipped with a siren, whistle or bell, capable of emitting sound audible under normal conditions from a distance of not less than 500 feet and of a type approved by the Department of Motor Vehicles, but such siren shall not be used except when such vehicle is operated in response to an emergency or in the immediate pursuit of an actual or suspected violator of the law, in which such latter events the driver of such vehicle shall sound such siren when reasonably necessary to warn pedestrians and other drivers of the approach thereof.

(WVaC 17C-15-33)

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345.22 MUFFLER; MUFFLER CUTOUT; EXCESSIVE SMOKE,

(a) Every motor vehicle shall at all times be equipped with a muffler in good working order and in constant operation to prevent excessive or unusual noise. Such muffler shall be the muffler originally installed by the manufacturer of the vehicle or, if a replacement, the equivalent thereof. No person shall use a muffler cutout, bypass or similar device upon a motor vehicle on a street or highway.

(b) The engine and power mechanism of every motor vehicle shall be so equipped and adjusted as to prevent the escape of excessive fumes or smoke.

(WVaC 17C-15-34)

345.23 REAR-VIEW MIRROR.

Every motor vehicle which is so constructed or loaded as to obstruct the driver's view to the rear thereof from the driver's position shall be equipped with a mirror so located as to reflect to the driver a view of the street or highway for a distance of at least 200 feet to the rear of such vehicle.

(WVaC 17C-15-35)

345.24 WINDSHIELD TO BE UNOBSTRUCTED; WINDSHIELD WIPER.

(a) No person shall drive any motor vehicle with any sign, poster or other nontransparent material upon the front windshield, side wings or side or rear windows of such vehicle which obstructs the driver's clear view of the street or highway or any intersecting street or highway.

(b) The windshield on every motor vehicle shall be equipped with a device for cleaning rain, snow or other moisture from the windshield, which device shall be so constructed as to be controlled or operated by the driver of the vehicle.

(c) Every windshield wiper upon a motor vehicle shall be maintained in good working order.

(WVaC 17C-15-36)

345.25 TIRE EQUIPMENT RESTRICTIONS.

(a) Every solid rubber tire on a vehicle shall have rubber on its entire traction surface at least one inch thick above the edge of the flange of the entire periphery.

(b) No person shall operate or move on any highway any motor vehicle, trailer or semitrailer having any metal tire in contact with the roadway.

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(c) No tire on a vehicle moved on a highway shall have on its periphery any block, stud, flange, cleat or spike or any other protuberance of any material other than rubber which projects beyond the tread of the traction surface of the tire, except that:

(1) It shall be permissible to use farm machinery with tires having protuberances which will not injure the highway;

(2) It shall be permissible to use tire chains of reasonable proportions upon any vehicle when required for safety because of snow, ice or other conditions tending to cause a vehicle to skid; and

(3) It shall be permissible to use studded tires during the period from November 1 of each year until April 15 of the following year. Provided that in the interest of highway maintenance, no vehicle moved on a highway, other than school buses, shall be equipped with studded tires which are operational with a recommended air pressure greater than forty pounds per square inch.

(d) Council may in its discretion issue special permits authorizing the operation upon the highway of traction engines or tractors having movable tracks with transverse corrugations upon the periphery of such movable tracks or farm tractors or other farm machinery, the operation of which upon a highway would otherwise be prohibited under this Traffic Code.

(WVaC 17C-15-37)

345.26 SAFETY GLASS IN MOTOR VEHICLES.

(a) On and after July 1, 1951, no person shall operate any motor vehicle as specified herein, nor shall any motor vehicle as specified herein be registered thereafter unless such vehicle is equipped with safety glass of a type approved by the Commissioner of Highways wherever glass is used in doors, windows and windshields. The foregoing provisions shall apply to all passenger-type motor vehicles, including passenger buses and school buses, but in respect to trucks, including truck tractors, the requirements as to safety glass shall apply to all glass used in doors, windows, and windshields in the drivers' compartments of such vehicles.

(b) The term "safety glass" shall mean any product composed of glass, so manufactured, fabricated or treated as substantially to prevent shattering and flying of the glass when struck or broken, or such other or similar product as may be approved by the Commissioner.

(WVaC 17C-15-38)

345.27 VEHICLES TRANSPORTING EXPLOSIVES.

Any person operating any vehicle transporting any explosive as a cargo or part of a cargo upon a street or highway shall at all times comply with the provisions of this section.

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(a) Such vehicle shall be marked or placarded on each side and the rear with the word "Explosives" in letters not less than eight inches high, or there shall be displayed on the rear of such vehicle a red flag not less than twenty-four inches square marked with the word "Danger" in white letters six inches high.

(b) Every such vehicle shall be equipped with not less than two fire extinguishers, filled and ready for immediate use and placed at a convenient point on the vehicle so used.

(WVaC 17C-15-41)

345.28 VIDEO SCREENS AND MONITOR, TELEVISION RECEIVERS IN VIEW OF DRIVER PROHIBITED.

(a) No motor vehicle may be operated on a street or highway when equipped with a television receiver, video monitor, television or video screen unless the receiver, screen or monitor is configured so that the moving images are not in view of the operator while the vehicle is in motion, or if falls within one or more of the categories set forth in subsection (b) or (c) of this section.

(b) This prohibition does not apply to the following equipment installed in a vehicle:

(1) A visual display if it does not show video or television broadcast images in view of the operator while the motor vehicle is in motion;

(2) A global positioning device;

(3) A mapping display;

(4) A visual display used to enhance or supplement the driver's view forward, behind or to the sides of a motor vehicle for the purpose of maneuvering the vehicle;

(5) A visual display used to enhance or supplement a driver's view of vehicle occupants; or

(6) Television-type receiving equipment used exclusively for safety or traffic engineering information.

(c) A television receiver, video monitor, television or video screen or other similar means of visually displaying a television broadcast or video signal is not prohibited if the equipment has an interlock device that, when the motor vehicle is driven, disables the equipment for all uses except as a visual display described in subsection (b)(1) to (6) of this section.

(WVaC 17-C-15-42)

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345.29 SAFETY EQUIPMENT FOR MOTORCYCLISTS, MOTORCYCLES, MOTOR-DRIVEN CYCLES AND MOPEDS.

(a) ~~No~~ A person may not ~~shall~~ operate or be a passenger on any motorcycle or motor-driven cycle unless the person ~~he~~ is wearing securely fastened on his or her head by either a neck or chin strap a protective helmet designed to deflect blows, resist penetration and spread impact forces. Any helmet worn by an operator or passenger shall meet the current performance specifications established by the American National Standards Institute Standard, Z 90.1, the United States Department of Transportation Federal Motor Vehicle Safety Standard No. 218 or Snell Safety Standards for Protective Headgear for Vehicle Users.

(b) No person may not ~~shall~~ operate or be a passenger on any motorcycle or motor-driven cycle unless the person ~~he~~ is wearing safety, shatter-resistant eyeglasses, ~~(~~excluding contact lenses~~)~~, or eyegoggles or face shield that complies with the performance specifications established by the American National Standards Institute for Head, Eye and Respiratory Protection, Z 2.1. In addition, if any motorcycle, motor-driven cycle or moped is equipped with a windshield or windscreen, the windshield or windscreen shall be constructed of safety, shatter-resistant material that complies with the performance specifications established by Department of Transportation Federal Motor Vehicle Safety Standard No. 205 and American National Standards Institute, Safety Glazing Materials for Glazing Motor Vehicles Operated on Land Highways, Standard Z 26.1.

(c) ~~No~~ A person may not ~~shall~~ operate a motorcycle, motor-driven cycle or moped on which the handlebars or grips are more than fifteen inches higher than the uppermost part of the operator's seat when the seat is not depressed in any manner.

(d) A person operating a motorcycle, motor-driven cycle or moped shall ~~ride in a seated position facing~~ face forward and either sit astride a permanent operator's seat attached to the vehicle or stand astride the vehicle with both feet on the vehicle's footpegs or pedals. ~~only upon a permanent operator's seat attached to the vehicle~~. ~~No~~ An operator ~~shall~~ may not carry any other person and any other person may not ~~nor shall any other person~~ ride on the ~~such a~~ vehicle unless the vehicle is designed to carry more than one person, in which case ~~event~~ a passenger may ride: (i) behind the operator upon the permanent operator's seat if it is designed for two persons; (ii) ~~or~~ upon another seat firmly attached to the vehicle to the rear of the operator's seat and equipped with footrests designed and located for use by the passenger; or (iii) in a sidecar firmly attached to the vehicle. ~~No~~ A person may not ~~shall~~ ride side saddle on a seat. An operator may carry as many passengers as there are seats and footrests to accommodate those passengers. Additional passengers may be carried in a factory-produced side car so long as ~~provided that~~ there is one passenger per seat. Any passenger riding in a sidecar shall be restrained by a safety belts.

(e) Every motorcycle, motor-driven cycle and moped shall be equipped with a rearview mirror affixed to the handlebars or fairings and adjusted so that the operator shall have a clear view of the road and condition of traffic behind him for a distance of at least 200 feet.

(WVaC 17C-15-44)

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(f) (1) "Autocycle" means a fully or partially enclosed motorcycle that is equipped with safety belts, rollover protection, a rearview mirror, automotive seating, a steering wheel and equipment otherwise required on a motorcycle and which has no more than three wheels in contact with the roadway at any one time.

(WVaC 17C-1-69)

(2) Not withstanding any provision of this code to the contrary, a person with a valid driver's license who is operating a fully enclosed autocycle, as defined in subsection (f)(1) hereof, is exempt from the provisions of this section.

(WVaC 17-C-15-44)

345.30 CERTIFICATION LABELS ON MOPEDS.

Every moped sold in this Municipality shall have permanently affixed to it a certification label which shall contain the following information:

(1) Name of manufacturer;

(2) Month and year of manufacture;

(3) Gross vehicle weight rating (GVWR);

(4) Gross axle weight rating for front and rear axles (GAWR);

(5) Vehicle identification number;

(6) Classification type; and

(7) Statement of conformance to Federal standards as required by Federal law.

(WVaC 17C-15-45)

345.31 CHILD PASSENGER SAFETY DEVICES REQUIRED; CHILD SAFETY SEATS AND BOOSTER SEATS.

Every driver who transports a child under the age of eight years in a passenger automobile, van or pickup truck other than one operated for hire shall, while the motor vehicle is in motion and operated on a street or highway, provide for the protection of the child by properly placing, maintaining and securing the child in a child passenger safety device system meeting applicable federal motor vehicle safety standards; provided, that if a child is under the age of eight years and at least four feet nine inches tall, a safety belt shall be sufficient to meet the requirements of this section.

Any person who violates any provision of this section shall be fined not less than ten dollars ($10.00) nor more than twenty dollars ($20.00).

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A violation of this section does not by virtue of the violation constitute evidence of negligence or contributory negligence or comparative negligence in any civil action or proceeding for damages.

If any provision of this section or the application thereof to any person or circumstance is held invalid, the invalidity may not affect other provisions or applications of this section and to this end the subsections of this section are declared to be severable.

If all seat belts in a vehicle are being used at the time of examination by a law officer and the vehicle contains more passengers than the total number of seat belts or other safety devices as installed in compliance with federal motor vehicle safety standards, the driver may not be considered in violation of this section.

(WVaC 17C-15-46)

345.32 CERTIFICATE OF INSPECTION AND APPROVAL.

No owner or operator of any vehicle required to be inspected under West Virginia Code Article 17C-16 shall operate or permit to be operated such vehicle without having displayed thereon a current and valid certificate of inspection and approval or fail to produce same upon demand of any authorized person as therein designated.

(WVaC 17C-16-9)

345.33 ALTERATION OF MOTOR VEHICLES; BUMPER HEIGHT LIMITS.

(a) No person shall operate upon a public street or highway any motor vehicle registered or required to be registered in this State if it has been modified by alteration of its height from the ground to the extent that its bumpers, measured to any point on the lower edge of the main horizontal bumper bar, exclusive of any bumper guards, do not fall within the limits specified herein for its gross vehicle weight rating category. The front and rear bumper height of motor vehicles whose gross vehicle weight rating is 10,000 pounds or less shall be no less than six inches and no more than thirty-one inches. In the absence of bumpers, and in cases where bumper heights have been altered or modified, height measurements shall be made to the bottom of the frame rail. If a motor vehicle has a bumper, the bumper must be at least three inches in vertical width, centered on the center line of the motor vehicle and not less than the width of the wheel track distance. The provisions of this subsection do not apply to motor vehicles with a gross vehicle weight rating in excess of 10,000 pounds. For the purpose of this subsection, the term "gross vehicle weight ratings" means the manufacturer's gross vehicle weight ratings established for that vehicle.

(b) The maximum distance between the vehicle body to the vehicle frame shall not exceed three inches. The distance from the vehicle body to the vehicle frame shall be measured from the vehicle body mount seat to the vehicle frame mount seat: provided, that the maximum distance limitation shall not prohibit a body lift kit up to three inches to be added to the manufacturer's original spacer between the body and the frame. No vehicle shall be modified

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to cause the vehicle body or chassis to come in contact with the ground, expose the fuel tank to damage from collision, or cause the wheels to come in contact with the body under normal operation. No part of the original suspension system may be disconnected to defeat the safe operation of the suspension system. Modification of the front end suspension by the use of lift blocks is expressly prohibited.

(c) Nothing contained in this section prevents the installation of heavy duty equipment, including shock absorbers and overload springs.

(d) Nothing contained in this section prohibits the operation on a public street or highway of a motor vehicle with normal wear to the suspension system if such normal wear does not adversely affect the control of the vehicle.

(e) This section does not apply to specially designed or modified motor vehicles when operated off the public streets and highways in races and similar events. Such motor vehicles may be lawfully towed on the streets and highways of this Municipality.

(f) Modifications to motor vehicles, not prohibited herein, shall be made subject to inspection as provided in subsection (h) hereof.

(g) Nothing contained in this section shall subject a vehicle modified solely by the installation of tires not larger than two sizes beyond the maximum specified by the manufacturer to inspection as provided in subsection hereof.

(h) Any motor vehicle which has been altered from the manufacturer's specification with respect to bumper height for that vehicle make and model but within the allowable limits of subsection (a) hereof or any motor vehicle which has been altered from the manufacturer's specification for that vehicle make and model with respect to the distance from the vehicle body to vehicle frame but within the allowable limits of subsection (b) hereof may be operated upon a public street or highway in this Municipality, subject to inspection under West Virginia Code 17C-15-48: provided, that any motor vehicle which has been altered from the manufacturer's specification by lowering the bumper height for that vehicle make and model within the allowable limits of subsection (a) hereof shall be exempt from the inspection requirements hereunder and may be operated upon a public street or highway in this Municipality subject to provisions of West Virginia Code Chapter 17C-16. Each municipal law-enforcement agency must record on accident report forms whether a modified vehicle was involved in the accident.

(WVaC 17C-15-48)

345.34 SUN SCREENING DEVICES.

(a) No person may operate a motor vehicle that is registered or required to be registered in the State on any public highway, road or street that has a sun screening device on the windshield, the front side wings and side windows adjacent to the right and left of the driver and windows adjacent to the rear of the driver that do not meet the requirements of this section. Provided, that law-enforcement K-9 and other emergency vehicles that are designed

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to haul animals, unmarked law enforcement vehicles primarily used for covert or undercover enforcement and automobiles that have sun-screening devices installed at the factory by the manufacturer are exempt from this requirement. No unmarked law enforcement vehicle, herein exempted, may engage in routine traffic stops.

(b) A sun screening device when used in conjunction with the windshield must be nonreflective and may not be red, yellow or amber in color. A sun screening device may be used only along the top of the windshield and may not extend downward beyond the ASI line or more than five inches from the top of the windshield whichever is closer to the top of the windshield.

(c) A sun screening device when used in conjunction with the automotive safety glazing materials of the side wings or side windows located at the immediate right and left of the driver shall be a nonreflective type with reflectivity of not more than twenty percent (20%) and have a light transmission of not less than thirty-five percent (35%). The side windows behind the driver and the rear most windows may have a sun screening device that is designed to be used on automotive safety glazing materials that has a light transmission of not less than thirty-five percent (35%) and a reflectivity of not more than twenty percent (20%). If a sun screening device is used on glazing behind the driver, one right and one left outside rear view mirror is required.

(d) Each manufacturer shall:

(1) Certify to the State Police and Division of Motor Vehicles that a sun screening device used by it is in compliance with the reflectivity and transmittance requirements of this section;

(2) Provide a label not to exceed one and one-half square inches in size, with a means for the permanent and legible installations between the sun screening material and each glazing surface to which it is applied that contains the manufacturer's name and its percentage of light transmission; and

(3) Include instructions with the product or material for proper installation, including the affixing of the label specified in this section. The labeling or marking must be placed in the left lower corner of each glazing surface when facing the vehicle from the outside.

(e) No person shall:

(1) Offer for sale or for use any sun screening product or material for motor vehicle use not in compliance with this section; or

(2) Install any sun screening product or material on vehicles intended for use on public roads without permanently affixing the label specified in this section.

(f) The provisions of this section do not apply to a motor vehicle registered in this State in the name of a person, or the person's legal guardian, who has an affidavit signed by a physician or an optometrist licensed to practice in this State that states that the person has a physical condition that makes it necessary to equip the motor vehicle with sun screening material which would be of a light transmittance or luminous reflectance in violation of this

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section. The affidavit must be in the possession of the person so afflicted, or the person's legal guardian, at all times while being transported in the motor vehicle.

(g) The light transmittance requirement of this section does not apply to windows behind the driver on trucks, buses, trailers, mobile homes and multipurpose passenger vehicles.

(h) As used in this section:

(1) "Bus" means a motor vehicle with motive power, except a trailer, designed for carrying more than ten persons.

(2) "Light transmission" means the ratio of the amount of total light to pass through a product or material to the amount of the total light falling on the product or material.

(3) "Luminous reflectants" means the ratio of the amount of total light that is reflected outward by the product or material to the amount of the total light falling on the product or materials.

(4) "Manufacturer" means any person engaged in the manufacturing or assembling of sun screening products or materials designed to be used in conjunction with vehicle glazing materials for the purpose of reducing the effects of the sun.

(5) "Motor homes" means vehicular units designed to provide temporary living quarters built into and an integral part of or permanently attached to a self-propelled motor vehicle chassis.

(6) "Multipurpose passenger vehicle" means a motor vehicle with motive power, except a trailer, designed to carry ten persons or less which is constructed either on a truck chassis or with special features for occasional offroad operation.

(7) "Nonreflective" means a product or material designed to absorb light rather than to reflect it.

(8) "Passenger car" means a motor vehicle with motive power, except a multipurpose passenger vehicle, motorcycle or trailer, designed for carrying ten persons or less.

(9) "Sun screening device" means film material or device that is designed to be used in conjunction with motor vehicle safety glazing materials for reducing the effects of the sun.

(10) "Truck" means a motor vehicle with motive power, except a trailer, designed primarily for the transportation of property or special purpose equipment.

(WVaC 17C-15-36a)

345.35 OPERATION OF VEHICLES WITH SAFETY BELTS.

(a) A person may not operate a passenger vehicle on a public street or highway unless the person, any passenger in the back seat under eighteen years of age, and any passenger in the front seat of such passenger vehicle is restrained by a safety belt meeting applicable federal

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motor vehicle safety standards. For the purposes of this section, the term "passenger vehicle" means a motor vehicle which is designed for transporting fifteen passengers or less, including the driver, except that the term does not include a motorcycle, a trailer or any motor vehicle which is not required on the date of the enactment of this section under a federal motor vehicle safety standard to be equipped with a belt system. The provisions of this section shall apply to all passenger vehicles manufactured after January 1, 1967, and being 1968 models and newer.

(b) The required use of safety belts as provided in this section does not apply to a duly appointed or contracted rural mail carrier of the United States Postal Service who is actually making mail deliveries or to a passenger or operator with a physically disabling condition whose physical disability would prevent appropriate restraint in the safety belt if the condition is duly certified by a physician who states the nature of the disability as well as the reason such restraint is inappropriate.

(c) Any person who violates the provisions of this section shall be fined twenty-five dollars ($25.00). No court costs or other fees may be assessed for a violation of this section.

(d) Notwithstanding any other provision of this Code to the contrary, no points may be entered on any driver's record maintained by the Division of Motor Vehicles as a result of a violation of this section.

(e) This section does not abrogate or alter the provisions of Section 345.31 relating to the mandatory use of child passenger safety devices.

(WVaC 17C-15-49)

345.99 PENALTY.

(a) General Article Penalty. Unless otherwise provided for in this article, any person violating any provision of this article shall be fined not more than one hundred dollars ($100.00); upon a second conviction within one year thereafter, shall be fined not more than two hundred dollars ($200.00); and upon a third or subsequent conviction, shall be fined not more than five hundred dollars ($500.00).

(b) Brakes. Any person violating Sections 345.19 or 345.20 shall be fined not more than one hundred dollars ($100.00) or imprisoned not more than ten days, or both; upon a second conviction within one year thereafter, shall be fined not more than two hundred dollars ($200.00) or imprisoned not more than twenty days, or both; and upon a third or subsequent conviction, shall be fined not more than five hundred dollars ($500.00) or imprisoned not more than thirty days, or both. (WVaC 17C-15-6)

(c) Sun screening Devices. Whoever violates Section 345.34 shall be fined not more than two hundred dollars ($200.00).

(WVaC 17C-15-36a)

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(d) Safety Belts. Any person who violates the provisions of Section 345.35 shall be fined not more than twenty-five dollars ($25.00). No court costs or other fees shall be assessed for a violation of this section.

(WVaC 17C-15-49)

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City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 11/03/25
Department: City Council
Category: Ordinance
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2025-1205: Second Reading and Consideration of an Amendment to the Codified Ordinances of the City of Charles Town, West Virginia with Regard to Part Three Traffic Code, Chapter 5 Vehicular Operation, Article 349 Miscellaneous Rules as a result of adopted State Changes.

Proposed Motion: Approve the Second Reading and Consideration of an Amendment to the Codified Ordinances of the City of Charles Town, West Virginia with Regard to Part Three Traffic Code, Chapter 5 Vehicular Operation, Article 349 Miscellaneous Rules.

ATTACHMENTS:
- Article 349.pdf

ARTICLE 349
Miscellaneous Rules

349.01 Unattended motor vehicle.

349.02 Backing a vehicle.

349.03 Drivers' view and control to be unobstructed by load or persons.

349.04 Passengers in seat with operator.

349.05 Passengers on running board.

349.06 Following authorized emergency vehicles.

349.061 Approaching Stationary ~~authorized emergency~~ vehicles.

349.07 Driving over fire hose.

349.08 Right of way of funeral or other procession.

349.09 Opening door of vehicle on traffic side.

349.10 Boarding or alighting from vehicle.

349.11 Unauthorized riding or jumping onto vehicles.

349.12 Squealing tires, cracking exhaust noises.

349.13 Taking, injuring or tampering with vehicle.

349.14 Driving upon sidewalk, street lawn or curb.

349.15 Shortcutting; avoiding traffic control devices.

349.16 Coasting prohibited.

349.17 Driving through safety zone.

349.18 Driving upon street posted as closed for repair.

349.19 Obstruction of traffic.

349.20 Vehicle security.

349.21 Littering from a motor vehicle.

349.22 All terrain vehicles prohibited.

349.23 Prohibited use of an electronic communication device.

349.24 Electronically distracted driving.

349.99 Penalty.

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CROSS REFERENCES

See sectional histories for similar State law

Obedience to traffic control devices - see TRAF. 313.01

349.01 UNATTENDED MOTOR VEHICLE.

No person driving or in charge of a motor vehicle shall permit it to stand unattended without first stopping the engine, locking the ignition, removing the key, and effectively setting the brake thereon and, when standing upon any grade, turning the front wheels to the curb or side of the street or highway.

(WVaC 17C-14-1)

349.02 BACKING A VEHICLE.

The driver of a vehicle shall not back the same unless such movement can be made with reasonable safety and without interfering with other traffic.

(WVaC 17C-14-2)

349.03 DRIVERS' VIEW AND CONTROL TO BE UNOBSTRUCTED BY LOAD OR PERSONS.

(a) No person shall drive a vehicle when it is so loaded as to obstruct the view of the driver to the front or sides of the vehicle or as to interfere with the driver's control over the driving mechanism of the vehicle.

(b) No passenger in a vehicle shall ride in such position as to interfere with the driver's view ahead or to the sides, or to interfere with his or her control over the driving mechanism of the vehicle.

(WVaC 17C-14-4)

349.04 PASSENGERS IN SEAT WITH OPERATOR.

No more than three persons including the operator shall ride or be permitted by such operator to ride in the seat with the operator of any motor vehicle while such motor vehicle is being operated on the streets or highways of this Municipality: provided, however, that the limitation of this section shall not apply to a truck cab or truck crew compartment properly designed for the occupancy of four persons including the operator, and so designated on the registration card by the Division of Motor Vehicles.

(WVaC 17C-14-5)

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349.05 PASSENGERS ON RUNNING BOARD.

No more than three persons including the operator shall ride or be permitted by such operator to ride in the seat with the operator of any motor vehicle while such motor vehicle is being operated on the streets or highways of this Municipality: provided, however, that the limitation of this section shall not apply to a truck cab or truck crew compartment properly designed for the occupancy of four persons including the operator, and so designated on the registration card by the Division of Motor Vehicles.

(WVaC 17C-14-5)

349.06 FOLLOWING AUTHORIZED EMERGENCY VEHICLES.

The driver of any vehicle other than one on official business may not follow any authorized emergency vehicle traveling in response to a fire alarm or other emergency closer than 500 feet or drive into or park such vehicle within the block where such authorized emergency vehicle has stopped in answer to a fire alarm or other emergency.

(WVaC 17C-14-9)

349.061 APPROACHING STATIONARY ~~AUTHORIZED EMERGENCY~~ VEHICLES.

The driver of any vehicle approaching a stationary ~~authorized emergency~~ vehicle, when the stationary ~~authorized emergency~~ vehicle is giving a signal by displaying alternately flashing red, red and white, blue, or red and blue lights or amber or yellow warning lights, emergency flashers or hazard lights, flares or retroreflective warning sign, shall:

(a) Proceed with due caution, yield the right-of-way by making a lane change not adjacent to that of the stationary ~~authorized emergency~~ vehicle, if possible with regard to safety and traffic conditions, if on a highway having at least four lanes with not less than two lanes proceeding in the same direction as the approaching vehicle and reduce speed to a safe level for road conditions; or

(b) Proceed with due caution, reduce the speed of the vehicle, maintaining a safe speed not to exceed fifteen miles per hour on any non-divided highway or street and twenty-five miles per hour on any divided highway depending on road conditions, if changing lanes would be impossible or unsafe.

(WVaC 17C-14-9a)

349.07 DRIVING OVER FIRE HOSE.

No vehicle shall be driven over any unprotected hose of the Fire Department when laid down on any street or private driveway to be used at any fire or alarm of fire, without the consent of the Fire Department official in command.

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(WVaC 17C-14-10)

349.08 RIGHT OF WAY OF FUNERAL OR OTHER PROCESSION.

(a) Definitions.

(1) "Funeral director" and "funeral establishment" have the same meaning as set forth in West Virginia Code 30-6-4.

(2) "Funeral procession" means two or more vehicles accompanying the body of a deceased person, or traveling to the church, chapel, cemetery, or other location at which the funeral service or final disposition is to be held, including a funeral lead vehicle or a funeral escort vehicle.

(3) "Funeral lead vehicle" means any authorized law enforcement or nonlaw-enforcement motor vehicle or a funeral escort vehicle being used to lead and facilitate the movement of a funeral procession. A funeral hearse may serve as a funeral lead vehicle.

(4) "Funeral escort" means a person or entity that provides escort services for funeral processions, including law-enforcement personnel and agencies.

(5) "Funeral escort vehicle" means any motor vehicle that escorts a funeral procession.

(b) Funeral Procession Right-Of-Way.

(1) Regardless of any traffic control device or right-of-way provisions prescribed by state or local ordinance, pedestrians and operators of all vehicles, except as stated in subsection (b)(3) of this section, shall yield the right-of-way to any vehicle which is part of a funeral procession being led by a funeral escort vehicle or a funeral lead vehicle.

(2) When the funeral lead vehicle lawfully enters an intersection, either by reason of a traffic control device or at the direction of law-enforcement personnel, the remaining vehicles in the funeral procession may follow through the intersection regardless of any traffic control devices or right-of-way provisions prescribed by state or local law.

(3) Funeral processions have the right-of-way at intersections regardless of traffic control devices subject to the following conditions and exceptions:

A. Operators of vehicles in a funeral procession shall yield the right-of-way to an approaching emergency vehicle giving an audible or visible signal;

B. Operators of vehicles in a funeral procession shall yield the right-of-way when directed to do so by a police officer; and

C. Operators of vehicles in a funeral procession must exercise due care when participating in a funeral procession.

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(c) Driving in Procession.

(1) All vehicles comprising a funeral procession shall follow the preceding vehicle in the funeral procession as closely as is practical and safe.

(2) Any ordinance, law or rule stating that motor vehicles shall be operated to allow sufficient space enabling any other vehicle to enter and occupy such space without danger is not applicable to vehicles in a funeral procession.

(d) Liability. Liability for any death, personal injury or property damage suffered on or after the first day of July, one thousand nine hundred ninety-nine, by any person in a funeral procession may not be imposed upon a funeral director or funeral establishment or their employees or agents unless the death, personal injury or property damage is proximately caused by the negligent or intentional act of a funeral director or funeral establishment or their employees or agents.

(e) Equipment. All nonlaw-enforcement funeral escort vehicles and funeral lead vehicles may be equipped with at least one lighted circulation flashing lamp exhibiting an amber or purple light or lens. Flashing amber or purple lights may be used when such vehicles are used in a funeral procession.

(WVaC Art. 17C-23)

349.09 OPENING DOOR OF VEHICLE ON TRAFFIC SIDE.

No person shall open the door of a motor vehicle on the side available to moving traffic unless and until it is reasonably safe to do so, nor shall any person leave a door open on the side of a motor vehicle available to moving traffic for a period of time longer than is necessary to load or unload passengers.

349.10 BOARDING OR ALIGHTING FROM VEHICLE.

No person shall board or alight from any vehicle while such vehicle is in motion.

349.11 UNLAWFUL RIDING.

No person shall ride on any vehicle upon any portion thereof not designated or intended for the use of passengers when the vehicle is in motion. This provision shall not apply to an employee engaged in the necessary discharge of a duty or to persons riding within truck bodies in space intended for merchandise.

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349.12 SQUEALING TIRES, CRACKING EXHAUST NOISES.

No person shall unnecessarily race the motor of any vehicle and no person shall operate any motor vehicle, except in an emergency, in such a manner that the vehicle is so rapidly accelerated or started from a stopped position that the exhaust system emits a loud, cracking or chattering noise unusual to its normal operation, or whereby the tires of such vehicle squeal or leave tire marks on the roadway, commonly called "peeling".

349.13 TAKING, INJURING OR TAMPERING WITH VEHICLE.

(a) No person shall drive a vehicle, not his or her own, without consent of the owner thereof, and with intent temporarily to deprive such owner of his or her possession of such vehicle, but without intent to steal the vehicle. The consent of the owner of a vehicle to its taking or driving shall not in any case be presumed or implied because of such owner's consent on a previous occasion to the taking or driving of such vehicle by the same or a different person. Any person who assists in, or is a party or accessory to or an accomplice in any such unauthorized taking or driving, shall also be guilty of a violation of this section.

(WVaC 17A-8-4)

(b) No person either individually or in association with one or more persons shall willfully injure or tamper with any vehicle or break or remove any part or parts of or from a vehicle without the consent of the owner.

No person with intent to commit any malicious mischief, injury or other crime shall climb into or upon a vehicle whether it is in motion or at rest or with like intent attempt to manipulate any of the levers, starting mechanism, brakes or other mechanism or device of a vehicle while the same is at rest and unattended or with like intent set in motion any vehicle while the same is at rest and unattended.

(WVaC 17A-8-6)

349.14 DRIVING UPON SIDEWALK, STREET LAWN OR CURB.

(a) No person shall drive any vehicle, other than a bicycle, upon a sidewalk or sidewalk area except upon a permanent or duly authorized temporary driveway.

(b) No person shall drive a vehicle on a street lawn area or the curb of a street, except upon a permanent or duly authorized temporary driveway or when otherwise lawfully authorized.

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349.15 SHORTCUTTING; AVOIDING TRAFFIC CONTROL DEVICES.

(a) No person shall operate a motor vehicle across public or private property marked with signs "No Through Traffic" or words of similar import for the purpose of passing from one roadway to another.

(b) No person shall operate a motor vehicle across public or private property for the purpose of avoiding compliance with a traffic control device.

(c) It shall be prima-facie evidence of a violation of this section for the operator of a motor vehicle to cross public or private property as provided herein without using the service of such property, stopping the engine or both.

349.16 COASTING PROHIBITED.

The operator of any motor vehicle when traveling on a down grade on any street, alley or highway shall not coast with the gears of such vehicle in neutral.

349.17 DRIVING THROUGH SAFETY ZONE.

No operator of a vehicle shall drive the same over or through a safety zone.

349.18 DRIVING UPON STREET POSTED AS CLOSED FOR REPAIR.

No person shall drive upon, along or across a street or highway, or any part thereof, which has been closed in the process of its construction, reconstruction or repair, and posted with appropriate signs by the authority having jurisdiction to close such street or highway.

349.19 OBSTRUCTION OF TRAFFIC.

No person shall operate, stop, stand or park any motor vehicle on any street or alley within the Municipality so as to obstruct or hinder the free flow of motor vehicle traffic except in compliance with a lawful order of a police officer or in compliance with a traffic control sign, signal or marking. (Ord. 2024-003. Passed 3-18-24.)

349.20 VEHICLE SECURITY.

Every owner or registrant of a motor vehicle shall maintain security upon such vehicle as required by West Virginia Code Article 17D-2A, and no person shall knowingly drive or operate on any street within the Municipality any motor vehicle upon which security is

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required by such Article unless the security is provided, and violation of any of the provisions of West Virginia Code Article 17D-2A including failure to have a certificate of insurance, if required, shall constitute a violation under this section.

349.21 LITTERING FROM A MOTOR VEHICLE.

(a) It is unlawful for any driver or passenger of a motor vehicle or other conveyance to place, deposit, dump, throw or cause to be placed, deposited, dumped or thrown, any litter from a motor vehicle or other conveyance in or upon any public or private highway, road, street or alley; any private property; any public property; or the waters of the State or within one hundred feet of the waters of this State, except in a proper litter or other solid waste receptacle.

(b) For purposes of this section, "litter" means all waste material including, but not limited to, any garbage, refuse, trash, disposable package, container, can, bottle, paper, ashes, cigarette or cigar butt, carcass of any dead animal or any part thereof, or any other offensive or unsightly matter, but not including the wastes of primary processes of mining, logging, sawmilling, farming or manufacturing.

(c) When there is more than one occupant in a motor vehicle or other conveyance and it can not be determined which occupant is responsible for violating this section, the driver shall be presumed to be responsible for the violation.

(WVaC 17C-14-14)

349.22 ALL TERRAIN VEHICLES PROHIBITED.

(a) Definitions. For purposes of this section an "all terrain vehicle" ("ATV") shall mean any motor vehicle designed for off-highway use and designed for operator use only with no passengers, having a seat or saddle designed to be straddled by the operator and handlebars for steering control.

(b) Prohibition. It shall be unlawful for any person to operate an all-terrain vehicle ("ATV"), upon any street or sidewalk or alleyway in Charles Town.

(c) Exceptions. Exceptions may be granted by the Charles Town Police Department or the City of Charles Town via Special Activities Permits or maintenance contracts with the City.

EDITOR'S NOTE: The penalty provisions of Section 349.99 apply, providing for first offense one hundred dollar ($100.00) fine, second offense in same year two hundred dollars ($200.00), and subsequent offense five hundred dollar ($500.00) fine.

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349.23 PROHIBITED USE OF AN ELECTRONIC COMMUNICATIONS DEVICE.

(a) Except as provided in subsection (c) of this section, a person may not drive or operate a motor vehicle on a public street or highway while:

(1) Texting; or

(2) Using a cell phone or other electronic communications device, unless the use is accomplished by hands-free equipment.

(b) For purposes of this section, the following terms shall mean:

(1) "Cell phone" means a cellular, analog, wireless or digital telephone.

(2) "Driving" or "operating a motor vehicle" means operating a motor vehicle, with the motor running, including while temporarily stationary because of traffic, a traffic control device, or other momentary delays, but does not include operating a motor vehicle after the driver has moved the vehicle to the side of, or off, a highway and halted in a location where the vehicle can safely remain stationary.

(3) "Electronic communication device" means a cell telephone, personal digital assistant, electronic device with mobile data access, laptop computer, pager, broadband personal communication device, 2-way messaging device, electronic game, or portable computing device. For the purposes of this section, an "electronic communication device" does not include:

A. Voice radios, mobile radios, land mobile radios, commercial mobile radios or two way radios with the capability to transmit and receive voice transmissions utilizing a push-to-talk or press-to- transmit function; or

B. Other voice radios used by a law enforcement officer, an emergency services provider, an employee or agent of public safety organizations, first responders, Amateur Radio Operators (HAM) licensed by the Federal Communications Commission and school bus operators.

(4) "Engaging in a call" means when a person talks into or listens on an electronic communication device, but shall not include when a person dials or enters a phone number on a pushpad or screen to initiate the call.

(5) "Hands-free electronic communication device" means an electronic communication device that has an internal feature or function, or that is equipped with an attachment or addition, whether or not permanently part of such electronic communication device, by which a user engages in a call without the use of either hand or both hands.

(6) "Hands-free equipment" means the internal feature or function of a hands- free electronic communication device or the attachment or addition to a hands-free electronic communication device by which a user may engage in a call or text without the use of either hand or both hands.

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(7) "Texting" means manually entering alphanumeric text into, or reading text from, an electronic communication device, and includes, but is not limited to, short message service, e-mailing, instant messaging, a command or request to access a World Wide Web page or engaging in any other form of electronic text retrieval or entry, for present or future communication. For purposes of this section, "texting" does not include the following actions:

A. Reading, selecting or entering a telephone number, an extension number, or voicemail retrieval codes and commands into an eletronic device by pressing the device in order to initiate or receive a phone call or using voice commands to initiate or receive a telephone call;

B. Inputting, selecting or reading information on a global positioning system or navigation system; or

C. Using a device capable of performing multiple functions, including fleet management systems, dispatching devices, smart phones, citizens band radios or music players, for a purpose that is not otherwise prohibited in this section.

(8) "Using a cell phone or other electronic communication device" means holding in a person's hand or hands an electronic communication device while:

A. Viewing or transmitting images or data;

B. Playing games;

C. Composing, sending, reading, viewing, accessing, browsing, transmitting, saving or retrieving e-mail, text messages or other electronic data; or

D. Engaging in a call.

(c) Subsection (a) of this section shall not apply to:

(1) A law enforcement officer, a firefighter, an emergency medical technician, a paramedic or the operator of an authorized emergency vehicle in the performance of their official duties;

(2) A person using an electronic communication device to report to appropriate authorities a fire, a traffic accident, a serious road hazard, or a medical or hazardous materials emergencies.

(3) The activation or deactivation of hands-free equipment or a function of hands-free equipment.

(d) This section does not supersede the provisions of West Virginia Code 17B-2-3a, or any more restrictive provisions for drivers of commercial motor vehicles prescribed by the provisions of West Virginia Code 17E-1-1 et seq. or federal law or rule.

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(e) No policy providing liability coverage for personal lines insurance shall contain a provision which may be used to deny coverage or exclude payment of any legal damages recoverable by law for injuries proximately caused by a violation of this section, as long as such amounts are within the coverage limits of the insured.

(WVaC 17C-14-15)

349.24 ELECTRONICALLY DISTRACTED DRIVING.

(a) Definitions. As used in this section:

(1) "Smartwatch" means a wearable computer that provides a local touchscreen for daily use, associated with applications, and connected to a cellular or Wi-Fi network;

(2) "Stand-alone electronic device" means a portable device other than a wireless telecommunications device which stores audio or video data files to be retrieved on demand by a user;

(3) "Utility services" means and includes electric, natural gas, water, wastewater, cable, telephone or telecommunications services, or the repair, location, relocation, improvement, or maintenance of utility poles, transmission structures, pipes, wires, fibers, cables, easements, rights-of-way or associated infrastructure;

(4) "Wireless telecommunications device" means one of the following portable devices:

A. A cellular telephone;

B. A portable telephone;

C. A text-messaging device;

D. A personal digital assistant;

E. A stand-alone computer including, but not limited to, a tablet, laptop or notebook computer;

F. A handheld global positioning system receiver;

G. A device capable of displaying a video, movie, broadcast television image or visual image;

H. Any substantially similar portable wireless device that is used to initiate or receive communication, information or data;

I. "Wireless telecommunications device" does not include a smartwatch, any type of radio including but not limited to, radios used by first responders or school bus operators; citizens band radio or radio hybrid; commercial two-way radio communication device or its functional equivalent, subscription-based emergency communication device; prescribed

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medical device; amateur or ham radio device, or any built-in vehicle equipment for security, navigation, communications or remote diagnostics; and

(5) "Voice-operated or hands-free feature or function" means a feature or function that allows a person to use a wireless telecommunications device without the use of either hand, except to activate, deactivate, or initiate the feature or function with a single touch or single swipe.

(b) The driver of a school bus shall not use or operate a wireless telecommunications device or two-way radio while loading or unloading passengers.

(c) The driver of a school bus shall not use or operate a wireless telecommunications device while the bus is in motion nor while stationary in traffic nor at a traffic control signal, unless that device is being used in a similar manner as a two-way radio to allow live communication between the driver and school officials or public safety officials.

(d) A driver shall exercise due care in operating a motor vehicle on the highways of this state and shall not engage in any actions involving any stand-alone electronic device or wireless telecommunications device that distracts such driver from the safe operation of the vehicle.

(e) While operating a motor vehicle on any street, highway, or property open to the public for vehicular traffic in this state, no driver may:

(1) Physically hold or support, with any part of his or her body, a wireless communication device or stand-alone electronic device: provided, that such prohibition shall not apply to the wearing of a smartwatch;

(2) Write, send or read any text-based communication including, but not limited to, a text message, instant message, e-mail, or social media interaction on a wireless telecommunications device or stand-alone electronic device: provided, that such prohibition shall not apply to a voice-operated or hands-free communication feature which is automatically converted by such device to be sent as a message in a written form;

(3) Make any communication involving a wireless telecommunications device, including a phone call, voice message, or one-way voice communication: provided, that, such prohibition shall not apply to a voice operated or hands-free communication feature or function;

(4) Engage in any form of electronic data retrieval or electronic data communication on a wireless telecommunications device or stand-alone electronic device;

(5) Manually enter letters, numbers or symbols into any website, search engine, or application on a wireless telecommunications device or stand-alone electronic device;

(6) Watch a video or movie on a wireless telecommunications device or standalone electronic device other than watching data related to the navigation of such vehicle;

(7) Record, post, send, or broadcast video, including a video conference on a wireless telecommunications device or stand-alone electronic device: provided, that such prohibition

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does not apply to electronic devices used for the sole purpose of continuously recording or broadcasting video within or outside of the motor vehicle; or

(8) Actively play any game on a wireless telecommunications device or stand-alone electronic device.

(f) While operating a commercial motor vehicle on any highway of this state, no driver may:

(1) Use more than a single button on a wireless telecommunications device to initiate or terminate a voice communication; or

(2) Reach for a wireless telecommunications device or stand-alone electronic device in such a manner that requires the driver to:

A. No longer be in a seated driving position; or

B. No longer be properly restrained by a safety belt.

(g) Each violation of this section shall constitute a separate offense.

(h) It is a misdemeanor for any driver to violate any of the provisions of this section. Every driver convicted of a misdemeanor for a violation of any of the provisions of this section shall be punished as follows:

(1) For a first conviction with no prior conviction of and no plea of no contest accepted to a charge of violating this section within the previous 24-month period, as measured from the date of any prior conviction or plea, a fine of not more than one hundred dollars ($100.00);

(2) For a second conviction within a 24-month period, as measured from the date of any prior conviction or plea, a fine of not more than two hundred dollars ($200.00);

(3) For a third or subsequent conviction within a 24-month period, as measured from the date of any prior conviction or plea:

A. A fine of not more than three hundred fifty dollars ($350.00);

B. Three points on the driver's record maintained by the Division of Motor Vehicles; and

C. At the court's discretion, suspension of the driver's license for a period of ninety days;

(4) Any driver who causes physical harm to property as the proximate result of committing a violation of this section is guilty of a misdemeanor punishable up to thirty days in jail or a fine not less than one hundred dollars ($100.00) and not more than five hundred dollars ($500.00);

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(5) Any driver who causes serious physical harm to another person as the proximate result of committing a violation of this section shall be punished in accordance with West Virginia Code 17C-14-15(h)(5).

(6) Any driver who causes the death of another as the proximate result of committing a violation of this section is guilty of negligent homicide and shall be punished in accordance with West Virginia Code 17C-5-1.

(i) The Department of Transportation shall cause to be erected signs upon any highway entering the state of West Virginia on which a welcome to West Virginia sign is posted, and any other highway where the Division of Highways deems appropriate, posted at a distance of not more than one mile from each border crossing, each sign to bear an inscription clearly communicating to motorists entering the state that texting, or the use of a wireless communication device without hands-free equipment, is illegal within this state.

(j) Nothing contained in this section shall be construed to authorize seizure of a cell phone or electronic device by any law-enforcement agency.

(k) No policy providing liability coverage for personal lines insurance shall contain a provision which may be used to deny coverage or exclude payment of any legal damages recoverable by law for injuries proximately caused by a violation of this section, as long as such amounts are within the coverage limits of the insured.

(l) This section shall not apply to:

(1) Drivers reporting to state, county, or local authorities a traffic accident, medical emergency, fire, an actual or potential criminal or delinquent act, or a road condition that causes an immediate and serious traffic or safety hazard;

(2) An employee or contractor of a utility services provider acting within the scope of his or her employment while responding to a utility emergency;

(3) A driver operating a commercial vehicle while using a mobile data terminal that transmits and receives data;

(4) A law-enforcement officer, firefighter, emergency medical services personnel, ambulance driver, or other similarly employed public safety first responder during the performance of his or her official duties; or

(5) While in a motor vehicle that is lawfully parked.

(m) This section does not supersede the provisions of West Virginia Code 17B-2-3a or any more restrictive provisions for drivers of commercial motor vehicles prescribed either by the provisions of West Virginia Code 17E-1-1 et seq. or by federal law or rule.

(WVaC 17C-14-15)

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349.99 PENALTY.

(a) General Article Penalty. Whoever violates any provision of this article for which no other penalty is provided shall be fined not more than one hundred dollars ($100.00); upon a second conviction within one year thereafter shall be fined not more than two hundred dollars ($200.00); and upon a third or subsequent conviction, shall be fined not more than five hundred dollars ($500.00).

(b) (1) Any person who violates Section 349.061 shall be fined not more than five hundred dollars ($500.00) or imprisoned not more than thirty days, or both fined and imprisoned.

(2) If violation of Section 349.061 results in property damage in addition to any other penalty imposed, driving privileges of the persons causing the property damage shall be suspended for ninety days.

(3) If violation of Section 349.061 results in injury to another person in addition to any other penalty imposed, the driving privileges of the person causing the injury shall be suspended for six months.

(4) If violation of Section 349.061 results in the death of another person in addition to any other penalty imposed, the driving privileges of the person causing the death shall be suspended for two years.

(5) Any person who violates Section 349.061 and while doing so also violates Section 333.01 shall be prosecuted under appropriate State law.

(WVaC 17C-14-9a)

(c) Taking, Injuring or Tampering With Vehicle. Whoever violates Section 349.13 shall, for a first offense, be fined not more than five hundred dollars ($500.00) or imprisoned not more than thirty days, or both.

(WVaC 17A-11-1)

(d) Vehicle Security. Whoever violates Section 349.20 shall be fined not less than two hundred dollars ($200.00) or more than five thousand dollars ($5,000) or imprisoned not more than thirty days, or both.

(WVaC 17D-2A-9)

(e) Electronic Communication Devices.

(1) Any person who violates the provisions of Section 349.23 is guilty of a traffic offense and, shall for a first offense be fined one hundred dollars ($100.00); for a second offense be fined two hundred dollars ($200.00): and for a third or subsequent offense be fined three hundred dollars ($300.00). No court costs or other fees shall be assessed for a violation of Section 349.23.

(2) Notwithstanding any other provision of this code to the contrary, points may not be entered on any driver's record maintained by the Division of Motor Vehicles as a result of

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a violation of Section 349.23, except for the third and subsequent convictions of the offense, for which three points shall be entered on any driver's record maintained by the Division of Motor Vehicles.

(3) Driving or operating a motor vehicle on a public street or highway while texting shall be enforced as a primary offense. Driving or operating a motor vehicle on a public street or highway while using a cell phone or other electronic communication device without hands-free equipment shall be enforced as a secondary offense until July 1, 2013 and as a primary offense as of July 1, 2013 for purposes of citation.

(4) Nothing contained in this section shall be construed to authorize seizure of a cell phone or electronic device by any law enforcement agency.

(WVaC 17C-14-15)

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City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 11/03/25
Department: City Council
Category: Ordinance
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2025-1206: Second Reading and Consideration of an Amendment to the Codified Ordinances of the City of Charles Town, West Virginia with Regard to Part Three Traffic Code, Chapter 7 Parking, Article 361 Parking Generally as a result of adopted State Changes.

Proposed Motion: Approve the Second Reading and Consideration of an Amendment to the Codified Ordinances of the City of Charles Town, West Virginia with Regard to Part Three Traffic Code, Chapter 7 Parking, Article 361 Parking Generally.

ATTACHMENTS:

- Article 361 Redline.pdf
- Article 361 Clean Draft.pdf

ARTICLE 361
Parking Generally

361.01 DEFINITIONS.

For the purposes of this article, the words or terms defined in this article have the meanings ascribed to them:

(a) Commercial vehicle shall mean any motor vehicle, truck, bus, tractor-trailer, or other tandem vehicle licensed or used for the transportation of property and/or people, delivery of goods, wares, merchandise or any other commercial-related service upon any street of the City.

(b) Recreational vehicle shall mean any motor home, travel trailer, truck camper, or camping trailer with or without motive power designed for human habitation for recreational or emergency occupancy.

(Ord. 2021-007. Passed 10-12-21.)

361.02 STOPPING, STANDING, OR PARKING ON STREETS AND HIGHWAYS.

In addition to those prohibitions cited in WV Code 17C-13 & 14 the following sections apply:

(a) Parking for Certain Purposes Prohibited. No person shall park any vehicle upon any street within the Municipality for the principal purpose of:

(1) Displaying such vehicle for sale.

(2) Displaying advertising.

(3) Washing, greasing or repairing such vehicle, except repairs made necessary by an emergency.

(4) Relieving the crowded condition of any parking lot, automobile sales lot, repair garage, or automobile rental lot.

(b) Loading and Unloading Zones. No person shall stop, stand or park a vehicle for any purpose or length of time other than for the expeditious unloading and delivering or pickup and loading of materials in any place marked as a loading and unloading zone during the hours of 8:00 a.m. and 5:00 p.m., on all weekdays, except legal holidays as specified in West Virginia Code §2-2-1, official acts or court proceedings and as revised, amended or modified from time to time by the State Legislature. One additional holiday will be recognized for City Election Day. In no case shall the stop for loading and unloading of materials exceed fifteen (15) minutes.

(c) Bus Stops.

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(1) No person shall stop, stand or park a vehicle other than a bus in a bus stop when any such stop or stand has been officially designated and appropriately posted, except that the driver of a passenger vehicle may temporarily stop therein for the purpose of and while actually, engaged in loading or unloading passengers when such stopping does not interfere with any bus waiting to enter or about to enter such zone, and then only for a period not to exceed three (3) minutes if such stopping is not prohibited therein by posted signs.

(2) The operator of a bus shall not stop, stand or park such vehicle upon any street at any place for the purpose of loading or unloading passengers or their baggage other than at a bus stop so designated and posted as such, except in case of an emergency.

(3) The operator of a bus shall enter a bus stop on a public street in such a manner that the bus when stopped to load or unload passengers or baggage shall be in a position with the right front wheel of such vehicle not further than eighteen (18) inches from the curb and the bus approximately parallel to the curb so as not to unduly impede the movement of other vehicular traffic.

(d) Painted Curbs or Streets. No person shall park a vehicle where signs explicitly prohibit stopping, standing, or parking or where the curbing or street is painted yellow or red.

(e) Posted Signs. No person shall park a vehicle at any place in excess of the maximum time limited by signs. The vehicle must completely vacate the space after the time limit or will be cited for a violation.

(f) Parking in Alleys and Narrow Streets. No person shall stop, stand or park any vehicle upon a street, other than an alley, in such a manner or under such conditions as to leave available less than ten (10) feet of the width of the roadway for free movement of vehicular traffic, except that a driver may stop temporarily during the actual loading or unloading of passengers or when directed to by a police officer or traffic control signal. Except as otherwise provided by law, no person shall stop, stand or park a vehicle within an alley except while actually loading and unloading, and then only for a period not to exceed thirty (30) minutes.

(g) Parking Between Sidewalk and Curb. When a portion of any street is paved no person shall park any vehicle between the sidewalk and curb or drive such vehicle between the sidewalk and curb.

(h) Parking of Commercial and Recreational Vehicles.

(1) No person shall park any commercial or recreational vehicle as defined in this article on any street of the City except for the purpose of loading or unloading, and then only for the period of time which is spent in the actual loading or unloading of such vehicle.

(2) No person shall park, under the exception cited in Section 361.01(h)(l), any commercial or recreational vehicle on any street within the residential districts of the City between one (1) hour after sunset and one (1) hour before sunrise.

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(3) No person shall park the trailer of any tractor-trailer, the property-carrying unit of any tandem vehicle, or any utility trailer upon any street in the City unless the same is fully connected to the tractor or other regular propelling unit so that the same can be immediately moved when required.

(Ord. 2021-007. Passed 10-12-21.)

361.03 REGISTERED OWNER PRIMA-FACIE LIABLE FOR UNLAWFUL PARKING.

In any hearing on a charge of illegally parking a motor vehicle, testimony that a vehicle bearing a certain license plate was found unlawfully parked as prohibited by the provisions of this Traffic Code, and further testimony that the records of the Department of Motor Vehicles shows that the license plate was issued to the defendant, shall be prima-facie evidence that the vehicle which was unlawfully parked was so parked by the defendant. A certified copy of registration from the Department of Motor Vehicles shall be proof of such ownership.

(Ord. 2021-007. Passed 10-12-21.)

361.04 PARKING TIME LIMIT.

(a) No person shall leave any vehicle continuously parked on any street, road, highway, thoroughfare, alley, or municipal parking lot within the Charles Town parking district (including all parking zones established therein), as specified in Sections 365.01 and 365.02, with or without a valid parking permit, for a period of more than seventy-two (72) consecutive hours. Violation of this subsection (a) shall subject the vehicle to fines and impoundment at the owner's expense pursuant to Section 303.07(1).

(b) No person shall leave any vehicle continuously parked on any street, road, highway, thoroughfare, alley, any other City property or right-a-way within the Charles Town city limits but outside the Charles Town parking district, with or without a valid parking permit, for a period of more than five (5) consecutive days. Any vehicle parked in violation of this subsection (b) for a period of more than five (5) consecutive days shall be deemed and considered an "abandoned motor vehicle," as such term is defined in West Virginia Code Section 17-24A-1(3), for the purposes of Section 303.07(b) and West Virginia Code Section 17-24A-3 and shall be subject to fines and impoundment at the owner's expense pursuant to such provisions.

(c) In the event any police officer observes, or any member of the public certifies to a police officer, that a vehicle appears to have been parked in violation of either of subsection (a) or (b) above, the police officer shall place upon the vehicle a written notice that: (i) the vehicle is believed to have been parked in violation of the relevant subsection, as specified; (ii) that the vehicle is subject to impoundment if not moved within the period of the next consecutive seventy-two (72) hours, in the case of an apparent violation of subsection (a), or the next consecutive one hundred twenty hours (120), in the case of an apparent

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violation of subsection (b); and (iii) the owner or operator of the vehicle should contact the Charles Town Police Department prior to expiration of the specified period for moving the vehicle. Failure of the owner or operator to move the vehicle prior to expiration of the specified period may result in its impoundment.

(d) Exceptions to this section; to facilitate demolition, construction, repair, or similar operations, must be requested in writing not less than seven (7) days prior to the start of the requested exception period. The approval authority for the aforementioned exception shall be both the City Manager or designated representative and the Charles Town Police Chief or designated representative. The maximum time period for an approved exception to this section is seven (7) days, which may be renewed at the discretion of the approval authority. Exception requests under this section that include paid parking spaces will be subject to parking rates per Article 365.03.

(Ord. 2021-007. Passed 10-12-21.)

361.05 TEMPORARY NO PARKING ZONES.

(a) No person shall stop, stand, park or leave any vehicle in a designated temporary or emergency no parking zone.

(b) Temporary No Parking Zones may be established for special events, parades, or planned construction. These zones will be posted by employees of the City of Charles Town, no less than twenty-four (24) hours prior to the parking restriction taking effect. Signs noticing the No Parking Zone will display the dates and times that the No Parking Zone will be in effect. Any vehicle in violation of this section will be subject to impoundment at the vehicle owner's expense.

(c) Emergency No Parking Zones may be established for public safety, emergency repairs, or disaster recovery efforts without prior notice. Any vehicle in these zones may be subject to towing or impoundment as required.

(Ord. 2021-007. Passed 10-12-21.)

361.06 SEVERABILITY.

The provisions of this article shall be liberally construed to accomplish its objective and purposes. 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.

(Ord. 2021-007. Passed 10-12-21.)

361.07 ACCESSIBLE PARKING.

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(a) As used in this section, the following terms have the meanings ascribed to them in this subsection:

(1) A person or applicant with a "mobility impairment" means a person who is a citizen of West Virginia and as determined by a physician, allopath or osteopath chiropractor, advanced nurse practitioner or physician's assistant licensed to practice in West Virginia:

A. Cannot walk two hundred feet without stopping to rest;

B. Cannot walk without the use of or assistance from a brace, cane, crutch, prosthetic device, wheelchair, other assistive device or another person;

C. Is restricted by lung disease to such an extent that the person's force (respiratory) expiratory volume for one second, when measured by spirometry, is less than one liter or the arterial oxygen tension is less than sixty mm/hg on room air at rest;

D. Uses portable oxygen;

E. Has a cardiac condition to such an extent that the person's functional limitations are classified in severity as Class III or Class IV according to standards established by the American heart association; or

F. Is severely limited in his or her ability to walk because of an arthritic, neurological, or other orthopedic ~~physical~~ condition.

(2) "Special registration plate" means a registration plate that displays the international symbol of access, as adopted by the Rehabilitation International Organization in 1969 at its Eleventh World Congress on Rehabilitation of the Disabled, in a color that contrasts with the background, in letters and numbers the same size as those on the plate, and which may be used in lieu of a regular registration plate;

(3) "Removable windshield placard" (permanent or temporary) means a two-sided, hanger style placard measuring three inches by nine and one half inches, with all of the following on each side:

A. The international symbol of access, measuring at least three inches in height, centered on the placard, in white on a blue background for permanent designations and in white on a red background for temporary designations;

B. An identification number measuring one inch in height;

C. An expiration date in numbers measuring one inch in height for a temporary placard; and

D. The seal or other identifying symbol of the issuing authority.

(4) "Regular registration fee" means the standard registration fee for a vehicle of the same class as the applicant's vehicle;

(5) "Public entity" means state or local government or any department, agency, special purpose district or other instrumentality of a state or local government.

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(6) "Public facility" means all or any part of any buildings, structures, sites, complexes, roads, parking lots or other real or personal property, including the site where the facility is located.

(7) "Place(s) of public accommodation" means a facility or facilities operated by a private entity whose operations affect commerce and fall within at least one of the following categories:

A. Inns, hotels, motels and other places of lodging;

B. Restaurants, bars or other establishments serving food or drink;

C. Motion picture houses, theaters, concert halls, stadiums or other places of exhibition or entertainment;

D. Auditoriums, convention centers, lecture halls or other places of public gatherings;

E. Bakeries, grocery stores, clothing stores, hardware stores, shopping centers or other sales or rental establishments;

F. Laundromats, dry cleaners, banks, barber and beauty shops, travel agencies, shoe repair shops, funeral parlors, gas or service stations, offices of accountants and attorneys, pharmacies, insurance offices, offices of professional health care providers, hospitals or other service establishments;

G. Terminals, depots or other stations used for public transportation;

H. Museums, libraries, galleries or other places of public display or collection;

I. Parks, zoos, amusement parks or other places of recreation;

J. Public or private nursery, elementary, secondary, undergraduate or post-graduate schools or other places of learning and day care centers, senior citizen centers, homeless shelters, food banks, adoption agencies or other social service establishments; and

K. Gymnasiums, health spas, bowling alleys, golf courses or other places of exercise or recreation.

(8) "Commercial facility" means a facility whose operations affect commerce and which are intended for nonresidential use by a private entity.

(9) "Accessible parking" formerly known as "handicapped parking" is the present phrase consistent with language within the American with Disabilities Act (ADA).

(10) "Parking enforcement personnel" includes any law enforcement officer as defined by West Virginia Code 30-29-1, and private security guards, parking personnel and other personnel authorized by a city, county or the state to issue parking citations.

(b) An accessible parking space should comply with the provisions of the Americans with Disabilities Act accessibility guidelines, contained in 28 C.F.R. 36, Appendix A, Section 4.6. In particular, the parking space should be a minimum of eight feet wide with an

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adjacent eight-foot access aisle for vans having side mounted hydraulic lifts or ramps or a five-foot access aisle for standard vehicles. Access aisles should be marked using diagonal two- to four-inch-wide stripes spaced every twelve or twenty-four inches apart along with the words "no parking" in painted letters which are at least twelve inches in height. All accessible parking spaces mustshould have a signpost in front or adjacent to the accessible parking space displaying the international symbol of access sign mounted at a minimum of eight feet above the pavement or sidewalk and the top of the sign. Lines or markings on the pavement or curbs for parking spaces and access aisles may be in any color, although blue is the generally accepted color for accessible parking.

(c) A vehicle displaying a disabled veterans special registration plate issued pursuant to West Virginia Code 17A-3-14(c)(6) shall be recognized and accepted as meeting the requirements of this section.

(d) Notwithstanding any provision of law to the contrary, any person who is a disabled veteran from the United States Armed Forces or who was awarded the Purple Heart, may park at any metered parking space in any municipality in this state without being required to deposit any sum of coins or currency into the meter: Provided, That an appropriate designation must appear on the person's registration plate under the provisions of §17A-3-14 demonstrating that the person is a disabled veteran or was awarded the Purple Heart.

(ed) A vehicle from any other state, United States territory or foreign country displaying an officially issued special registration plate, placard or decal bearing the international symbol of access shall be recognized and accepted as meeting the requirements of this section, regardless of where the plate, placard or decal is mounted or displayed on the vehicle.

(fe) Stopping, standing or parking places marked with the international symbol of access shall be designated in close proximity to all public entities including state, county and municipal buildings and facilities, places of public accommodation and commercial facilities. These parking places shall be reserved solely for persons with a mobility impairment and disabled veterans at all times.

(gf) Any person whose vehicle properly displays a valid, unexpired special registration plate or removable windshield placard may park the vehicle for unlimited periods of time in parking zones unrestricted as to length of parking time permitted: Provided, that this privilege does not mean that the vehicle may park in any zone where stopping, standing or parking is prohibited or which creates parking zones for special types of vehicles or which prohibits parking during heavy traffic periods during specified rush hours or where parking would clearly present a traffic hazard. To the extent any provision of any ordinance of any political subdivision of this State is contrary to the provisions of this section, the provisions of this section take precedence and apply.

The parking privileges provided for in this subsection apply only during those times when the vehicle is being used for the loading or unloading of a person with a mobility impairment. Any person who knowingly exercises, or attempts to exercise, these privileges

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at a time when the vehicle is not being used for the loading or unloading of a person with a mobility impairment is guilty of a misdemeanor and, upon first conviction thereof, in addition to any other penalty he or she may otherwise incur, shall be fined two hundred dollars ($200.00); upon second conviction thereof, in addition to any other penalty, he or she may otherwise incur, shall be fined three hundred dollars ($300.00); and upon third and subsequent convictions thereof, in addition to any other penalty he or she may otherwise incur, shall be fined five hundred dollars ($500.00).

(hg) Any person whose vehicle does not display a valid, special registration plate or removable windshield placard may not stop, stand or park a motor vehicle in an area designated, zoned or marked for accessible parking with signs or instructions displaying the international symbol of access, either by itself or with explanatory text. The signs may be mounted on a post or a wall in front of the accessible parking space and instructions may appear on the ground or pavement, but use of both methods is preferred. Accessible parking spaces for vans having an eight-foot adjacent access aisle should be designated as "van accessible" but may be used by any vehicle displaying a valid special registration plate or removable windshield placard.

Any person who violates the provisions of this subsection is guilty of a misdemeanor and, upon conviction thereof, shall be fined two hundred dollars ($200.00); upon second conviction thereof, in addition to any other penalty he or she may otherwise incur, shall be fined three hundred dollars ($300.00); and upon third and subsequent convictions thereof, in addition to any other penalty he or she may otherwise incur, shall be fined five hundred dollars ($500.00).

(ih) All signs that designate areas as "accessible parking" or that display the international symbol of access shall also include the words "Up to $500 fine".

(ji) No person may stop, stand or park a motor vehicle in an area designated or marked off as an access aisle adjacent to a van-accessible parking space or regular accessible parking space. Any person, including a driver of a vehicle displaying a valid removable windshield placard or special registration plate, who violates the provisions of this subsection is guilty of a misdemeanor and, upon conviction thereof, shall be fined two hundred dollars ($200.00); upon second conviction thereof, in addition to any other penalty he or she may otherwise incur, shall be fined three hundred dollars ($300.00); and upon third and subsequent convictions thereof, in addition to any other penalty he or she may otherwise incur, shall be fined five hundred dollars ($500.00).

(kj) Parking enforcement personnel who otherwise enforce parking violations may issue citations for violations of this section and shall reference the number on the vehicle's license plate, since the driver normally will not be present.

~~(k) Law-enforcement agencies may establish a program to use trained volunteers to collect information necessary to issue citations to persons who illegally park in designated accessible parking spaces. Any law-enforcement agency choosing to establish a program shall provide for workers' compensation and liability coverage. The volunteers shall photograph the illegally parked vehicle and complete a form, to be developed by supervising law-enforcement agencies, that includes the vehicle's license plate number,~~

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~~date, time and location of the illegally parked vehicle. The photographs must show the vehicle in the accessible space and a readable view of the license plate. Within the discretion of the supervising law-enforcement agency, the volunteers may issue citations or the volunteers may submit the photographs of the illegally parked vehicle and the form to the supervising law-enforcement agency, who may issue a citation, which includes the photographs and the form, to the owner of the illegally parked vehicle. Volunteers shall be trained on the requirements for citations for vehicles parked in marked, zoned or designated accessible parking areas by the supervising law-enforcement agency.~~

~~(l) Local authorities who adopt the basic enforcement provisions of this section and issue their own local ordinances shall retain all fines and associated late fees. These revenues shall be used first to fund the provisions of subsection (k) of this section, if adopted by local authorities, or otherwise shall go into the local authorities' General Revenue Fund. Otherwise, any moneys collected as fines shall be collected for and remitted to the state.~~

(l) A person may not be required to pay for parking a vehicle in an accessible parking space with a parking meter if the following requirements are met:

(1) The vehicle displays a special registration plate or placard that entitles the person to park in an accessible parking space pursuant to this section;

(2) The driver has a mobility impairment and is unable to walk;

(3) The parking meter is not accessible to the driver while sitting in a wheelchair or without traveling more than 30 feet from the parked vehicle; and

(4)The parked vehicle displays an unexpired parking certification that is plainly visible with pertinent information through its windshield. For purposes of this subsection, "parking certification" means a letter completed by a licensed medical provider on the provider's letterhead that is titled "Parking Certification pursuant to W.Va. Code §17C-13-6(s)" and that certifies that the person is physically able to drive but unable to walk, which means for purposes of this subsection that the person cannot ambulate without the aid of a wheelchair. Such letter shall specify whether the inability to walk is permanent or temporary. If the inability to walk is temporary, the letter shall include the date on which such temporary disability is anticipated to end, and the letter may not be displayed in a windshield after such date. By displaying a parking certification in the windshield of a vehicle that is parked in an accessible parking space with an expired parking meter, the person is swearing under penalty of false swearing that he or she is unable to access the parking meter without unreasonable effort.

~~(WVaC 17C-13-6)~~

361.99 PENALTIES AND APPEALS.

(a) General Article Penalty. Whoever violates any provision of this article shall be assessed fines and penalties. according to the following:

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(1) The following violations will result in a fine of ten dollars ($10.00) if paid within five (5) days; if paid after five (5) days but before thirty (30) days an additional twenty dollars ($20.00) penalty will apply for a total fine amount of thirty dollars ($30.00); if paid after thirty (30) days an additional thirty dollars ($30.00) penalty will apply for a total fine and penalty amount of sixty dollars ($60.00):

A. Expired meter;

B. Failure to display a valid parking permit or pay via an applicable mobile pay app at the Liberty Street Parking Lot;

C. Parking permit violation;

D. Exceeding the two (2) hour free parking;

E. Improper manner of parking;

F. Exceeding time in a ten minute take away parking space.

(2) Accessible parking violations (WV Code 17C-13-6): first conviction is two hundred dollars ($200.00); second conviction is three hundred dollars ($300.00); and subsequent convictions are five hundred dollars ($500.00).

(3) Violation of Section 361.04(a) is sixty dollars ($60.00).

(4) Abandoned or junked motor vehicles: not more than five hundred dollars ($500.00) or imprisonment of not more than thirty (30) days, or both.

(5) Other violations not otherwise listed in this section will result in a fine of sixty dollars ($60.00).

(b) To appeal a ticket, a person must notify the Charles Town Municipal Court within five (5) calendar days of the date and time the parking ticket was originally issued. At the time an appeal is made, the required fines and/or penalties will be fixed until a resolution is reached by a municipal judge. If the ticket is upheld as valid, the owner/operator will satisfy the fixed cost of the citation and may be subject to additional court costs.

(Ord. 2021-007. Passed 10-12-21.)

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ARTICLE 361
Parking Generally

361.01 DEFINITIONS.

For the purposes of this article, the words or terms defined in this article have the meanings ascribed to them:

(a) Commercial vehicle shall mean any motor vehicle, truck, bus, tractor-trailer, or other tandem vehicle licensed or used for the transportation of property and/or people, delivery of goods, wares, merchandise or any other commercial-related service upon any street of the City.

(b) Recreational vehicle shall mean any motor home, travel trailer, truck camper, or camping trailer with or without motive power designed for human habitation for recreational or emergency occupancy.

(Ord. 2021-007. Passed 10-12-21.)

361.02 STOPPING, STANDING, OR PARKING ON STREETS AND HIGHWAYS.

In addition to those prohibitions cited in WV Code 17C-13 & 14 the following sections apply:

(a) Parking for Certain Purposes Prohibited. No person shall park any vehicle upon any street within the Municipality for the principal purpose of:

(1) Displaying such vehicle for sale.

(2) Displaying advertising.

(3) Washing, greasing or repairing such vehicle, except repairs made necessary by an emergency.

(4) Relieving the crowded condition of any parking lot, automobile sales lot, repair garage, or automobile rental lot.

(b) Loading and Unloading Zones. No person shall stop, stand or park a vehicle for any purpose or length of time other than for the expeditious unloading and delivering or pickup and loading of materials in any place marked as a loading and unloading zone during the hours of 8:00 a.m. and 5:00 p.m., on all weekdays, except legal holidays as specified in West Virginia Code §2-2-1, official acts or court proceedings and as revised, amended or modified from time to time by the State Legislature. One additional holiday will be recognized for City Election Day. In no case shall the stop for loading and unloading of materials exceed fifteen (15) minutes.

(c) Bus Stops.

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(1) No person shall stop, stand or park a vehicle other than a bus in a bus stop when any such stop or stand has been officially designated and appropriately posted, except that the driver of a passenger vehicle may temporarily stop therein for the purpose of and while actually, engaged in loading or unloading passengers when such stopping does not interfere with any bus waiting to enter or about to enter such zone, and then only for a period not to exceed three (3) minutes if such stopping is not prohibited therein by posted signs.

(2) The operator of a bus shall not stop, stand or park such vehicle upon any street at any place for the purpose of loading or unloading passengers or their baggage other than at a bus stop so designated and posted as such, except in case of an emergency.

(3) The operator of a bus shall enter a bus stop on a public street in such a manner that the bus when stopped to load or unload passengers or baggage shall be in a position with the right front wheel of such vehicle not further than eighteen (18) inches from the curb and the bus approximately parallel to the curb so as not to unduly impede the movement of other vehicular traffic.

(d) Painted Curbs or Streets. No person shall park a vehicle where signs explicitly prohibit stopping, standing, or parking or where the curbing or street is painted yellow or red.

(e) Posted Signs. No person shall park a vehicle at any place in excess of the maximum time limited by signs. The vehicle must completely vacate the space after the time limit or will be cited for a violation.

(f) Parking in Alleys and Narrow Streets. No person shall stop, stand or park any vehicle upon a street, other than an alley, in such a manner or under such conditions as to leave available less than ten (10) feet of the width of the roadway for free movement of vehicular traffic, except that a driver may stop temporarily during the actual loading or unloading of passengers or when directed to by a police officer or traffic control signal. Except as otherwise provided by law, no person shall stop, stand or park a vehicle within an alley except while actually loading and unloading, and then only for a period not to exceed thirty (30) minutes.

(g) Parking Between Sidewalk and Curb. When a portion of any street is paved no person shall park any vehicle between the sidewalk and curb or drive such vehicle between the sidewalk and curb.

(h) Parking of Commercial and Recreational Vehicles.

(1) No person shall park any commercial or recreational vehicle as defined in this article on any street of the City except for the purpose of loading or unloading, and then only for the period of time which is spent in the actual loading or unloading of such vehicle.

(2) No person shall park, under the exception cited in Section 361.01(h)(l), any commercial or recreational vehicle on any street within the residential districts of the City between one (1) hour after sunset and one (1) hour before sunrise.

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(3) No person shall park the trailer of any tractor-trailer, the property-carrying unit of any tandem vehicle, or any utility trailer upon any street in the City unless the same is fully connected to the tractor or other regular propelling unit so that the same can be immediately moved when required.

(Ord. 2021-007. Passed 10-12-21.)

361.03 REGISTERED OWNER PRIMA-FACIE LIABLE FOR UNLAWFUL PARKING.

In any hearing on a charge of illegally parking a motor vehicle, testimony that a vehicle bearing a certain license plate was found unlawfully parked as prohibited by the provisions of this Traffic Code, and further testimony that the records of the Department of Motor Vehicles shows that the license plate was issued to the defendant, shall be prima-facie evidence that the vehicle which was unlawfully parked was so parked by the defendant. A certified copy of registration from the Department of Motor Vehicles shall be proof of such ownership.

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(b) No person shall leave any vehicle continuously parked on any street, road, highway, thoroughfare, alley, any other City property or right-a-way within the Charles Town city limits but outside the Charles Town parking district, with or without a valid parking permit, for a period of more than five (5) consecutive days. Any vehicle parked in violation of this subsection (b) for a period of more than five (5) consecutive days shall be deemed and considered an "abandoned motor vehicle," as such term is defined in West Virginia Code Section 17-24A-1(3), for the purposes of Section 303.07(b) and West Virginia Code Section 17-24A-3 and shall be subject to fines and impoundment at the owner's expense pursuant to such provisions.

(c) In the event any police officer observes, or any member of the public certifies to a police officer, that a vehicle appears to have been parked in violation of either of subsection (a) or (b) above, the police officer shall place upon the vehicle a written notice that: (i) the vehicle is believed to have been parked in violation of the relevant subsection, as specified; (ii) that the vehicle is subject to impoundment if not moved within the period of the next consecutive seventy-two (72) hours, in the case of an apparent violation of subsection (a), or the next consecutive one hundred twenty hours (120), in the case of an apparent

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violation of subsection (b); and (iii) the owner or operator of the vehicle should contact the Charles Town Police Department prior to expiration of the specified period for moving the vehicle. Failure of the owner or operator to move the vehicle prior to expiration of the specified period may result in its impoundment.

(d) Exceptions to this section; to facilitate demolition, construction, repair, or similar operations, must be requested in writing not less than seven (7) days prior to the start of the requested exception period. The approval authority for the aforementioned exception shall be both the City Manager or designated representative and the Charles Town Police Chief or designated representative. The maximum time period for an approved exception to this section is seven (7) days, which may be renewed at the discretion of the approval authority. Exception requests under this section that include paid parking spaces will be subject to parking rates per Article 365.03.

(Ord. 2021-007. Passed 10-12-21.)

361.05 TEMPORARY NO PARKING ZONES.

(a) No person shall stop, stand, park or leave any vehicle in a designated temporary or emergency no parking zone.

(b) Temporary No Parking Zones may be established for special events, parades, or planned construction. These zones will be posted by employees of the City of Charles Town, no less than twenty-four (24) hours prior to the parking restriction taking effect. Signs noticing the No Parking Zone will display the dates and times that the No Parking Zone will be in effect. Any vehicle in violation of this section will be subject to impoundment at the vehicle owner's expense.

(c) Emergency No Parking Zones may be established for public safety, emergency repairs, or disaster recovery efforts without prior notice. Any vehicle in these zones may be subject to towing or impoundment as required.

(Ord. 2021-007. Passed 10-12-21.)

361.06 SEVERABILITY.

The provisions of this article shall be liberally construed to accomplish its objective and purposes. 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.

(Ord. 2021-007. Passed 10-12-21.)

361.07 ACCESSIBLE PARKING.

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(a) As used in this section, the following terms have the meanings ascribed to them in this subsection:

(1) A person or applicant with a "mobility impairment" means a person who is a citizen of West Virginia and as determined by a physician, allopath or osteopath chiropractor, advanced nurse practitioner or physician's assistant licensed to practice in West Virginia:

A. Cannot walk two hundred feet without stopping to rest;

B. Cannot walk without the use of or assistance from a brace, cane, crutch, prosthetic device, wheelchair, other assistive device or another person;

C. Is restricted by lung disease to such an extent that the person's force (respiratory) expiratory volume for one second, when measured by spirometry, is less than one liter or the arterial oxygen tension is less than sixty mm/hg on room air at rest;

D. Uses portable oxygen;

E. Has a cardiac condition to such an extent that the person's functional limitations are classified in severity as Class III or Class IV according to standards established by the American heart association; or

F. Is severely limited in his or her ability to walk because of an arthritic, neurological, or other orthopedic condition.

(2) "Special registration plate" means a registration plate that displays the international symbol of access, as adopted by the Rehabilitation International Organization in 1969 at its Eleventh World Congress on Rehabilitation of the Disabled, in a color that contrasts with the background, in letters and numbers the same size as those on the plate, and which may be used in lieu of a regular registration plate;

(3) "Removable windshield placard" (permanent or temporary) means a two-sided, hanger style placard measuring three inches by nine and one half inches, with all of the following on each side:

A. The international symbol of access, measuring at least three inches in height, centered on the placard, in white on a blue background for permanent designations and in white on a red background for temporary designations;

B. An identification number measuring one inch in height;

C. An expiration date in numbers measuring one inch in height for a temporary placard; and

D. The seal or other identifying symbol of the issuing authority.

(4) "Regular registration fee" means the standard registration fee for a vehicle of the same class as the applicant's vehicle;

(5) "Public entity" means state or local government or any department, agency, special purpose district or other instrumentality of a state or local government.

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(6) "Public facility" means all or any part of any buildings, structures, sites, complexes, roads, parking lots or other real or personal property, including the site where the facility is located.

(7) "Place(s) of public accommodation" means a facility or facilities operated by a private entity whose operations affect commerce and fall within at least one of the following categories:

A. Inns, hotels, motels and other places of lodging;

B. Restaurants, bars or other establishments serving food or drink;

C. Motion picture houses, theaters, concert halls, stadiums or other places of exhibition or entertainment;

D. Auditoriums, convention centers, lecture halls or other places of public gatherings;

E. Bakeries, grocery stores, clothing stores, hardware stores, shopping centers or other sales or rental establishments;

F. Laundromats, dry cleaners, banks, barber and beauty shops, travel agencies, shoe repair shops, funeral parlors, gas or service stations, offices of accountants and attorneys, pharmacies, insurance offices, offices of professional health care providers, hospitals or other service establishments;

G. Terminals, depots or other stations used for public transportation;

H. Museums, libraries, galleries or other places of public display or collection;

I. Parks, zoos, amusement parks or other places of recreation;

J. Public or private nursery, elementary, secondary, undergraduate or post-graduate schools or other places of learning and day care centers, senior citizen centers, homeless shelters, food banks, adoption agencies or other social service establishments; and

K. Gymnasiums, health spas, bowling alleys, golf courses or other places of exercise or recreation.

(8) "Commercial facility" means a facility whose operations affect commerce and which are intended for nonresidential use by a private entity.

(9) "Accessible parking" formerly known as "handicapped parking" is the present phrase consistent with language within the American with Disabilities Act (ADA).

(10) "Parking enforcement personnel" includes any law enforcement officer as defined by West Virginia Code 30-29-1, and private security guards, parking personnel and other personnel authorized by a city, county or the state to issue parking citations.

(b) An accessible parking space should comply with the provisions of the Americans with Disabilities Act accessibility guidelines, contained in 28 C.F.R. 36, Appendix A, Section 4.6. In particular, the parking space should be a minimum of eight feet wide with an

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adjacent eight-foot access aisle for vans having side mounted hydraulic lifts or ramps or a five-foot access aisle for standard vehicles. Access aisles should be marked using diagonal two- to four-inch-wide stripes spaced every twelve or twenty-four inches apart along with the words “no parking” in painted letters which are at least twelve inches in height. All accessible parking spaces must have a signpost in front or adjacent to the accessible parking space displaying the international symbol of access sign mounted at a minimum of eight feet above the pavement or sidewalk and the top of the sign. Lines or markings on the pavement or curbs for parking spaces and access aisles may be in any color, although blue is the generally accepted color for accessible parking.

(c) A vehicle displaying a disabled veterans special registration plate issued pursuant to West Virginia Code 17A-3-14(c)(6) shall be recognized and accepted as meeting the requirements of this section.

(d) Notwithstanding any provision of law to the contrary, any person who is a disabled veteran from the United States Armed Forces or who was awarded the Purple Heart, may park at any metered parking space in any municipality in this state without being required to deposit any sum of coins or currency into the meter: Provided, That an appropriate designation must appear on the person's registration plate under the provisions of §17A-3-14 demonstrating that the person is a disabled veteran or was awarded the Purple Heart.

(e) A vehicle from any other state, United States territory or foreign country displaying an officially issued special registration plate, placard or decal bearing the international symbol of access shall be recognized and accepted as meeting the requirements of this section, regardless of where the plate, placard or decal is mounted or displayed on the vehicle.

(f) Stopping, standing or parking places marked with the international symbol of access shall be designated in close proximity to all public entities including state, county and municipal buildings and facilities, places of public accommodation and commercial facilities. These parking places shall be reserved solely for persons with a mobility impairment and disabled veterans at all times.

(g) Any person whose vehicle properly displays a valid, unexpired special registration plate or removable windshield placard may park the vehicle for unlimited periods of time in parking zones unrestricted as to length of parking time permitted: Provided, that this privilege does not mean that the vehicle may park in any zone where stopping, standing or parking is prohibited or which creates parking zones for special types of vehicles or which prohibits parking during heavy traffic periods during specified rush hours or where parking would clearly present a traffic hazard. To the extent any provision of any ordinance of any political subdivision of this State is contrary to the provisions of this section, the provisions of this section take precedence and apply.

The parking privileges provided for in this subsection apply only during those times when the vehicle is being used for the loading or unloading of a person with a mobility impairment. Any person who knowingly exercises, or attempts to exercise, these privileges

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at a time when the vehicle is not being used for the loading or unloading of a person with a mobility impairment is guilty of a misdemeanor and, upon first conviction thereof, in addition to any other penalty he or she may otherwise incur, shall be fined two hundred dollars ($200.00); upon second conviction thereof, in addition to any other penalty, he or she may otherwise incur, shall be fined three hundred dollars ($300.00); and upon third and subsequent convictions thereof, in addition to any other penalty he or she may otherwise incur, shall be fined five hundred dollars ($500.00).

(h) Any person whose vehicle does not display a valid, special registration plate or removable windshield placard may not stop, stand or park a motor vehicle in an area designated, zoned or marked for accessible parking with signs or instructions displaying the international symbol of access, either by itself or with explanatory text. The signs may be mounted on a post or a wall in front of the accessible parking space and instructions may appear on the ground or pavement, but use of both methods is preferred. Accessible parking spaces for vans having an eight-foot adjacent access aisle should be designated as "van accessible" but may be used by any vehicle displaying a valid special registration plate or removable windshield placard.

Any person who violates the provisions of this subsection is guilty of a misdemeanor and, upon conviction thereof, shall be fined two hundred dollars ($200.00); upon second conviction thereof, in addition to any other penalty he or she may otherwise incur, shall be fined three hundred dollars ($300.00); and upon third and subsequent convictions thereof, in addition to any other penalty he or she may otherwise incur, shall be fined five hundred dollars ($500.00).

(i) All signs that designate areas as "accessible parking" or that display the international symbol of access shall also include the words "Up to $500 fine".

(j) No person may stop, stand or park a motor vehicle in an area designated or marked off as an access aisle adjacent to a van-accessible parking space or regular accessible parking space. Any person, including a driver of a vehicle displaying a valid removable windshield placard or special registration plate, who violates the provisions of this subsection is guilty of a misdemeanor and, upon conviction thereof, shall be fined two hundred dollars ($200.00); upon second conviction thereof, in addition to any other penalty he or she may otherwise incur, shall be fined three hundred dollars ($300.00); and upon third and subsequent convictions thereof, in addition to any other penalty he or she may otherwise incur, shall be fined five hundred dollars ($500.00).

(k) Parking enforcement personnel who otherwise enforce parking violations may issue citations for violations of this section and shall reference the number on the vehicle's license plate, since the driver normally will not be present.

(l) A person may not be required to pay for parking a vehicle in an accessible parking space with a parking meter if the following requirements are met:

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(1) The vehicle displays a special registration plate or placard that entitles the person to park in an accessible parking space pursuant to this section;

(2) The driver has a mobility impairment and is unable to walk;

(3) The parking meter is not accessible to the driver while sitting in a wheelchair or without traveling more than 30 feet from the parked vehicle; and

(4)The parked vehicle displays an unexpired parking certification that is plainly visible with pertinent information through its windshield. For purposes of this subsection, "parking certification" means a letter completed by a licensed medical provider on the provider's letterhead that is titled "Parking Certification pursuant to W.Va. Code §17C-13-6(s)" and that certifies that the person is physically able to drive but unable to walk, which means for purposes of this subsection that the person cannot ambulate without the aid of a wheelchair. Such letter shall specify whether the inability to walk is permanent or temporary. If the inability to walk is temporary, the letter shall include the date on which such temporary disability is anticipated to end, and the letter may not be displayed in a windshield after such date. By displaying a parking certification in the windshield of a vehicle that is parked in an accessible parking space with an expired parking meter, the person is swearing under penalty of false swearing that he or she is unable to access the parking meter without unreasonable effort.

361.99 PENALTIES AND APPEALS.

(a) General Article Penalty. Whoever violates any provision of this article shall be assessed fines and penalties. according to the following:

(1) The following violations will result in a fine of ten dollars ($10.00) if paid within five (5) days; if paid after five (5) days but before thirty (30) days an additional twenty dollars ($20.00) penalty will apply for a total fine amount of thirty dollars ($30.00); if paid after thirty (30) days an additional thirty dollars ($30.00) penalty will apply for a total fine and penalty amount of sixty dollars ($60.00):

A. Expired meter;

B. Failure to display a valid parking permit or pay via an applicable mobile pay app at the Liberty Street Parking Lot;

C. Parking permit violation;

D. Exceeding the two (2) hour free parking;

E. Improper manner of parking;

F. Exceeding time in a ten minute take away parking space.

(2) Accessible parking violations (WV Code 17C-13-6): first conviction is two hundred dollars ($200.00); second conviction is three hundred dollars ($300.00); and subsequent convictions are five hundred dollars ($500.00).

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(3) Violation of Section 361.04(a) is sixty dollars ($60.00).

(4) Abandoned or junked motor vehicles: not more than five hundred dollars ($500.00) or imprisonment of not more than thirty (30) days, or both.

(5) Other violations not otherwise listed in this section will result in a fine of sixty dollars ($60.00).

(b) To appeal a ticket, a person must notify the Charles Town Municipal Court within five (5) calendar days of the date and time the parking ticket was originally issued. At the time an appeal is made, the required fines and/or penalties will be fixed until a resolution is reached by a municipal judge. If the ticket is upheld as valid, the owner/operator will satisfy the fixed cost of the citation and may be subject to additional court costs.

(Ord. 2021-007. Passed 10-12-21.)

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City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 11/03/25
Department: City Council
Category: Ordinance
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2025-1207: Second Reading and Consideration of an Amendment to the Codified Ordinances of the City of Charles Town, West Virginia with Regard to Part Five General Offenses Code, Article 501 Administration and Law Enforcement as a result of adopted State Changes.

Proposed Motion: Approve the Second Reading and Consideration of an Amendment to the Codified Ordinances of the City of Charles Town, West Virginia with Regard to Part Five General Offenses Code, Article 501 Administration and Law Enforcement.

ATTACHMENTS:
- Article 501.pdf

ARTICLE 501
Administration and Law Enforcement

501.01 Refusal to aid officer.

501.02 Obstructing or giving false information to an officer; fleeing.

501.03 False fire alarm. (Repealed)

501.04 False reports concerning bombs or other explosive devices.

501.05 Impersonating an official.

501.06 Attempts.

501.07 Citation in lieu of arrest; failure to appear.

501.08 Falsely reporting an emergency incident.

501.09 False report.

501.10 False alarms.

501.99 Penalty.

CROSS REFERENCES

See sectional histories for similar State law

Specific types of bribery - see W. Va. Code 3-1-1 et seq., 15-2-17 et seq., 18-2A-9, 61-10-15 and 61-10-22

Penalty not to exceed that provided in W. Va. Code Ch. 61 - see W. Va. Code 8-12-5(57)

Crimes against public justice - see W. Va. Code Art. 61-5

Bribery and corrupt practices generally - see W. Va. Code Art. 61-5A

Failure to comply with lawful order of police officer - see TRAF. 303.02

501.01 REFUSAL TO AID OFFICER.

No person shall, when required by the Police Chief or any other officer, refuse or neglect to assist him in the execution of his office in a criminal case, in the preservation of the peace or in the apprehension or securing of any person for a breach of the peace or in any case of escape or rescue.

(WVaC 61-5-14)

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501.02 OBSTRUCTING OR GIVING FALSE INFORMATION TO AN OFFICER; FLEEING.

(a) A person who by threats, menaces, acts or otherwise forcibly or illegally hinders or obstructs or attempts to hinder or obstruct a law enforcement officer, probation officer, parole officer, courthouse security officer, correctional officer, the State Fire Marshal, or a full-time Deputy or Assistant Fire Marshal acting in his or her official capacity is guilty of a misdemeanor and, upon conviction thereof, shall be fined not less than fifty dollars ($50.00) nor more than five hundred dollars ($500.00) or confined in jail not more than one year, or both fined and confined.

(b) A person who, with intent to impede or obstruct a law-enforcement officer, the State Fire Marshal or a full-time Deputy or Assistant Fire Marshal in the conduct of an investigation of a misdemeanor or felony offense, knowingly and willfully makes a materially false statement is guilty of a misdemeanor and, upon conviction thereof, shall be fined not less than twenty-five dollars ($25.00) nor more than two hundred dollars ($200.00) or confined in jail for five days, or both fined and confined. The provisions of this section do not apply to statements made by a spouse, parent, stepparent, grandparent, sibling, half-sibling, child, stepchild or grandchild, whether related by blood or marriage, of the person under investigation. Statements made by the person under investigation may not be used as the basis for prosecution under this subsection. For purposes of this subsection, "law-enforcement officer" does not include a watchman, a member of the West Virginia State Police or college security personnel who is not a certified law-enforcement officer. A criminal charge under this subsection relating to the investigation of a misdemeanor offense may not be used to seek or support a secured bond or pre-trial incarceration.

(c) A person who intentionally flees or attempts to flee by any means other than the use of a vehicle from a law-enforcement officer, probation officer, parole officer, courthouse security officer, correctional officer, the State Fire Marshal, or a full-time Deputy or Assistant Fire Marshal acting in his or her official capacity who is attempting to make a lawful arrest of or to lawfully detain the person, and who knows or reasonably believes that the officer is attempting to arrest or lawfully detain him or her, is guilty of a misdemeanor and, upon conviction thereof, shall be fined not less than fifty dollars ($50.00) nor more than five hundred dollars ($500.00) or confined in jail not more than thirty days ~~one year~~, or both fined and confined. A person who is convicted of a second offense of violation of this section is guilty of a felony and shall be prosecuted under appropriate State law. A person who is convicted of a third and subsequent offense of violation of this section is guilty of a felony and, upon conviction thereof, shall be prosecuted under appropriate State law.

(d) A person who intentionally flees or attempts to flee in a vehicle from a law-enforcement officer, probation officer, or parole officer acting in his or her official capacity after the officer has given a clear visual or audible signal directing the person to stop is guilty of a misdemeanor and, upon conviction thereof, shall be fined not less than five hundred dollars ($500.00) nor more than one thousand dollars ($1,000) and shall be confined in jail not more than thirty days ~~one year~~. A person who is convicted of a second offense of violation of this section is guilty of a felony and shall be prosecuted under appropriate State law. A

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person who is convicted of a third and subsequent offense of violation of this section is guilty of a felony and, upon conviction thereof shall be prosecuted under appropriate State law.

(e) A person who intentionally flees or attempts to flee in a vehicle from a law-enforcement officer, probation officer, or parole officer acting in his or her official capacity after the officer has given a clear visual or audible signal directing the person to stop, and who causes damage to the real or personal property of a person during or resulting from his or her flight, is guilty of a misdemeanor and, upon conviction thereof, shall be fined not less than one thousand dollars ($1,000) nor more than three thousand dollars ($3,000) and shall be confined in jail for not more than thirty days. ~~less than six months nor more than one year~~. A person who is convicted of a second offense of violation of this section is guilty of a felony and shall be prosecuted under appropriate State law. A person who is convicted of a third and subsequent offense of violation of this section is guilty of a felony and, upon conviction thereof, shall be prosecuted under appropriate State law.

(f) For purposes of this section, the term "vehicle" includes any motor vehicle, motorcycle, motorboat, all-terrain vehicle, or snowmobile as those terms are defined in West Virginia Code 17A-1-1, whether or not it is being operated on a public highway at the time and whether or not it is licensed by the state.

(g) For purposes of this section, the terms "flee", "fleeing" and "flight" do not include a person's reasonable attempt to travel to a safe place, allowing the pursuing law-enforcement officer to maintain appropriate surveillance, for the purpose of complying with the officer's direction to stop.

(h) (1) No person, with the intent to purposefully deprive another person of emergency services, may interfere with or prevent another person from making an emergency communication, which a reasonable person would consider necessary under the circumstances, to law-enforcement, fire, or emergency medical services personnel.

(2) For the purpose of this subsection, the term "interfere with or prevent" includes, but is not limited to, seizing, concealing, obstructing access to or disabling or disconnecting a telephone, telephone line, or equipment or other communication device.

(3) For the purpose of this subsection, the term "emergency communication" means communication to transmit warnings or other information pertaining to a crime, fire, accident, power outage, disaster, or risk of injury or damage to a person or property.

(4) A person who violates this subsection is guilty of a misdemeanor and, upon conviction thereof, shall be confined in jail for a period of not less than one day nor more than thirty days ~~one year~~ or shall be fined not less than two hundred fifty dollars ($250.00) nor more than two thousand dollars ($2,000) or both fined and confined.

(5) A person who is convicted of a second offense under this subsection is guilty of a misdemeanor and, upon conviction thereof, shall be confined in jail for not more than thirty days ~~not less than three months nor more than one year~~ or fined not less than five hundred dollars ($500.00) nor more than three thousand dollars ($3,000), or both fined and confined.

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(6) A person who is convicted of a third or subsequent offense under this subsection is guilty of a misdemeanor and, upon conviction thereof, shall be confined in jail not less than six months nor more than one year or fined not less than five hundred dollars ($500.00) nor more than four thousand dollars ($4,000), or both fined and confined.

(7) In determining the number of prior convictions for purposes of imposing punishment under this subsection, the court shall disregard all such prior convictions occurring more than ten years prior to the offense in question.

(i) A person is guilty of filing a false complaint against a law-enforcement officer when, knowing the information reported is false or baseless, he or she:

(1) Initiates a false complaint of improper action of a law-enforcement officer relating to an incident or other circumstance; or

(2) Reports, by word or action, to any official or quasi-official agency or organization having the function of dealing with conduct of law-enforcement officers which did not occur, does not in fact exist; or

(3) Reports to a law-enforcement officer or agency the alleged occurrence of any offense or incident which did not in fact occur.

Any person who violates this subsection is guilty of a misdemeanor and, upon conviction thereof, shall be fined not more than one thousand dollars ($1,000) or confined in jail not more than six months, or both fined and confined.

(WVaC 61-5-17)

501.03 FALSE FIRE ALARM. (REPEALED)

(EDITOR'S NOTE: Former West Virginia Code 29-3-21 from which Section 501.03 was derived was repealed by Senate Bill 586, effective May 28, 2020.)

501.04 FALSE REPORTS CONCERNING BOMBS OR OTHER EXPLOSIVE DEVICES.

(a) No person shall impart or convey or cause to be imparted or conveyed any false information, knowing or having reasonable cause to believe such information to be false, concerning the presence of any bomb or other explosive device in, at, on, near, under or against any dwelling house, structure, improvement, building, bridge, motor vehicle, vessel, boat, railroad car, airplane or other place, or concerning an attempt or alleged attempt being made or to be made to so place or explode any such bomb or other explosive device.

(b) Notwithstanding any provision of this section to the contrary, any person violating the provisions of subsection (a) of this section for a second offense or whose violation of the subsection results in another suffering serious bodily injury shall be guilty of a felony and prosecuted under appropriate State law.

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(WVaC 61- 6-17)

501.05 IMPERSONATING AN OFFICIAL OR LAW ENFORCEMENT OFFICER.

(a) No person shall falsely represent himself or herself to be a law-enforcement officer or law-enforcement official or be under the order or direction of any such person. No person not a law-enforcement officer or law- enforcement official shall wear the uniform prescribed for such persons, or the badge or other insignia adopted for use by such persons with the intent to deceive another person.

For purposes of this section, the terms "law-enforcement officer" and "law-enforcement official" shall have the meanings set forth in West Virginia Code 30-29-1 except that such terms shall not include members of the Department of Homeland Security and shall not include individuals hired by non-public entities for the provision of security services.

(WVaC 61-1-9)

(b) No person shall falsely represent himself to be an officer or employee of the Municipality, or exercise or attempt to exercise any of the duties, functions or powers of a Municipal officer. No person not a member of the Fire Department, for the purpose of such false representation, shall wear a uniform or part thereof similar to the uniform worn by a member of the Fire Department.

501.06 ATTEMPTS.

Every person who attempts to commit an offense but fails to commit or is prevented from committing it, shall be subject to the penalty provided in Section 501.99 if the offense is punishable by confinement in jail.

(WVaC 61-11-8)

501.07 CITATION IN LIEU OF ARREST; FAILURE TO APPEAR.

A police officer may issue a citation instead of making an arrest for the following offenses, if there are reasonable grounds to believe that the person being cited will appear to answer the charge:

(a) Any misdemeanor, not involving injury to the person, committed in a police officer's presence: provided that the officer may arrest the person if he has reasonable grounds to believe that the person is likely to cause serious harm to himself or others; and

(b) When any person is being detained for the purpose of investigating whether such person has committed or attempted to commit shoplifting, pursuant to Section 533.01 of this Code. The citation shall provide that the defendant shall appear within a designated time. If the defendant fails to appear in response to the citation or if there are reasonable grounds

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to believe that he will not appear, a complaint may be made and a warrant shall issue. When a physical arrest is made and a citation is issued in relation to the same offense, the officer shall mark on the citation, in the place specified for court appearance date, the word "arrested" in lieu of the date of court appearance.

(WVaC 62-1-5(a))

501.08 FALSELY REPORTING AN EMERGENCY INCIDENT.

A person is guilty of reporting a false emergency incident when knowing the information reported, conveyed or circulated is false or baseless, he or she:

(a) Initiates or circulates a false report or warning of or impending occurrence of a fire, explosion, crime, catastrophe, accident, illness or other emergency under circumstances in which it is likely that public alarm or inconvenience will result or that firefighting apparatus, ambulance apparatus, one or more rescue vehicles or other emergency apparatus might be summoned; or

(b) Reports, by word or action, to any official or quasi-official agency or organization having the function of dealing with emergencies involving danger to life or property, an alleged occurrence or impending occurrence of a fire, explosion, crime, catastrophe, accident, illness or other emergency in which it is likely that public alarm or inconvenience will result or that firefighting apparatus, ambulance apparatus, one or more rescue vehicles or other emergency apparatus might be summoned, which did not occur, does not in fact exist; or

(c) Reports to a law enforcement officer or agency the alleged occurrence of any offense or incident which did not in fact occur or an allegedly impending occurrence of an offense or incident which is not in fact about to occur or false information relating to an actual offense or incident or to the alleged implication of some person therein; or

(d) Without just cause, calls or summons by telephone, fire alarm system or otherwise, any firefighting apparatus, ambulance apparatus, rescue vehicles or other emergency vehicles.

This section does not apply to any person conducting an authorized emergency drill.

(WVaC 61-6-20)

501.09 FALSE REPORT.

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(a) No person shall at any time intercept, molest or interfere with any law-enforcement officer, or knowingly give false or misleading information to any law-enforcement officer, while acting in his or her official capacity.

(b) No person shall, with intent to impede or obstruct a law-enforcement officer in the conduct of an investigation of a felony offense, knowingly and willfully make a materially false statement. Provided, that the provisions of this subsection (b) shall not apply to statements made by a spouse, parent, stepparent, grandparent, sibling, half-sibling, child, stepchild or grandchild, whether related by blood or marriage, of the person under investigation. Statements made by the person under investigation may not be used as the basis for prosecution under this subsection.

501.10 FALSE ALARMS.

Definitions. For the purposes of this section, the following terms, phrases and words shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

(a) "City" means the City of Charles Town.

(b) "Council" means the City Council of the City of Charles Town.

(c) "City Manager" means the City Manager of the City of Charles Town.

(d) "False alarm" means any alarm signal or message initiated and transmitted through an alarm system to the Jefferson County Central Dispatch office soliciting response by the Police Department when the factual necessity for such response does not if fact exist, however caused, excepting by acts of God.

(e) "Monitoring system" means the intrusion alarm monitoring or receiving system at the Jefferson County Central Dispatch office.

(f) "Person" means nay person, firm, partnership, association, corporation, company or organization of any kind.

(g) "Regulations" means such regulations promulgated by the City Manager necessary to carry out the provisions and intent of this article.

(h) "Subscriber" means any person, firm, partnership, association, corporation, company, political subdivision, taxing authority or organization of any kind, having a protective alarm system or company which is connected to or notifies the monitoring system at the Jefferson County Central Dispatch office.

Fees for False Alarms. Fees for false alarms and the actions available to the City to reduce false alarms shall be as follows:

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Number of False Alarms During any Calendar Month	Fee/Action
One	
Two through five	$20.00 per occurrence.
Six through ten	$100.00 per occurrence; the City Manager may require the subscriber to provide certification from the vendor or installer of the subscriber's equipment that the equipment is in good working order and/or certification that the subscriber has taken the necessary action to prevent reoccurrence if the false alarm was caused by human error.
Eleven or more	$200.00 per occurrence; the City Manager may require disconnection of the subscriber's equipment from the monitoring system and may permit the reconnection of the equipment only upon presentation of satisfactory proof that the subscriber has taken necessary corrective action to prevent an excessive number of false alarms from occurring in the future.

501.99 PENALTY.

(a) Whoever violates any provision of this Part Five - General Offenses Code for which no other penalty is provided shall be fined not more than five hundred dollars ($500.00) or imprisoned not more than thirty days, or both. Each day such violation continues shall constitute a separate offense.

(b) Whoever violates Section 501.01 shall be fined not more than one hundred dollars ($100.00) or imprisoned not more than thirty days, or both.

(c) Whoever violates Section 501.09 shall be fined not more than two hundred dollars ($200.00) or imprisoned not more than five days, or both.

(d) Whoever violates Section 501.02(c) shall be fined not more than one thousand dollars ($1,000) and shall be imprisoned not more than thirty days.

(e) Whoever violates Section 501.02 (e) shall be fined not less than one thousand dollars ($1,000) nor more than three thousand dollars ($3,000) and shall be imprisoned for not more than thirty days.

(WVaC 61-5-17)

(f) Whoever violates Section 501.02(h) shall be fined not less than two hundred fifty dollars ($250.00) nor more than two thousand dollars ($2,000) or imprisoned not less than one day nor more than thirty days, or both fined and imprisoned.

(WVaC 61-5-17)

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(g) (1) Except as provided by the provisions of subsection (g)(2) of this section, any person who violates the provisions of Section 501.03 shall be fined for a first offense not more than one hundred dollars ($100.00) or imprisoned for not more than thirty days, or both; and for a second and each subsequent offense fined not less than one hundred dollars ($100.00) nor more than five hundred dollars ($500.00) or imprisoned for not more than thirty days, or both.

(2) Any person who violates the provisions of Section 501.03 with the intent to cause injury to the person of another, to cause destruction of the property of another or to divert the attention of law enforcement or fire personnel to help effectuate the commission of another crime shall be guilty of a felony and shall be prosecuted under appropriate state law.

(h) Whoever violates Section 501.04 shall be fined not more than one thousand dollars ($1,000) or imprisoned not more than thirty days, or both.

(WVaC 61-6-17)

(i) Whoever violates Section 501.05(a) shall be fined not less than one hundred dollars ($100.00) nor more than one thousand dollars ($1,000), or confined in jail for not more than thirty days, or both fined and confined.

(WVaC 61-1-9)

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City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 11/03/25
Department: City Council
Category: Ordinance
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2025-1208: Second Reading and Consideration of an Amendment to the Codified Ordinances of the City of Charles Town, West Virginia with Regard to Part Seven Business Regulations and Taxation Code, Chapter Three Taxes and Service Charges, Article 745 Business and Occupation Tax as a result of adopted State Changes

Proposed Motion: Approve the Second Reading and Consideration of an Amendment to the Codified Ordinances of the City of Charles Town, West Virginia with Regard to Part Seven Business Regulations and Taxation Code, Chapter Three Taxes and Service Charges, Article 745 Business and Occupation Tax.

ATTACHMENTS:

- Small Business Revision Redline.pdf
- Small Business Revision Clean Draft.pdf

ARTICLE 745
Business and Occupation Tax

745.01 SHORT TITLE.

This article shall be known as the "City of Charles Town Municipal Business and Occupation Tax Ordinance."

(Ord. 2024-007. Passed 9-16-24.)

745.02 PURPOSE AND INTENT.

The purpose of this article is to impose a municipal business and occupation tax pursuant to West Virginia Code§ 8-13-5 to the fullest extent allowable under the operative laws of the State of West Virginia and the United States unless a more restrictive application is required by an express limitation set forth in this article.

(Ord. 2024-007. Passed 9-16-24.)

745.03 DEFINITIONS.

For purposes of this article, the following words and phrases shall have the meanings respectively ascribed to them by this section unless a different meaning is clearly required by the context in which the term is used:

(a) Banking business. The term "banking business or financial organization" means any bank, banking association, trust company, industrial loan company, small loan company, or licensee, building and loan association, savings and loan association, credit union, finance company, investment company, investment broker or dealer, and any other similar business organization at least ninety percent (90%) of the assets of which consists of intangible personal property and at least ninety percent (90%) of the gross receipts of which consists of dividends, interest and other charges derived from the use of money or credit.

(b) Business. The term "business" means all activities engaged in or caused to be engaged in with the object of gain or economic benefit, either direct or indirect. The production of raw materials or manufactured products which are used or consumed in the main business shall be deemed a business engaged in taxable in the class for which it falls.

(c) Contracting. The term "contracting" means the furnishing of work, or both materials and work, in the fulfillment of a contract for the construction, alteration, repair, decoration or improvement of a new or existing building or structure, or any part thereof, or for the alteration, improvement or development of real property.

(d) Gross Income. The term "gross income" generally means the gross receipts of the taxpayer, other than a banking or financial business, received as compensation for personal

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services and the gross receipts of the taxpayer derived from trade, business, commerce or sales and the value proceeding or accruing from the sale of tangible property, real or personal, or service, or both, and all receipts by reason of the investment of the capital of the business engaged in, including interest, discount, rentals, royalties, fees, reimbursed costs or expenses or other emoluments however designated and without any deductions on account of the cost of property sold, the cost of materials used, labor costs, taxes, royalties, interest and discount paid, or sums paid to independent contractors, subcontractors or persons furnishing services or property used in the operation of any business to produce gross income, or any other expense whatsoever. "Gross income" of a banking or financial business is specified in Section 745.13 of this article.

(e) Gross proceeds of sales. The term "gross proceeds of sales" means the value actually proceeding from the sale of tangible property without any deduction on account of the cost of property sold or expenses of any kind. The words "gross income" and "gross proceeds of sales" shall not be construed to include cash discounts allowed and taken on sales; the proceeds of sale of goods, wares or merchandise returned by customers when the sale price is refunded either in cash or by credit; or the sale price of any article accepted as part payment on any new article sold, if the full sale price of the new article is included in the" gross income" or "gross proceeds of sales"; excise taxes imposed by the State; money or other property received or held by a professional person for the sole use and benefit of a client or another person or money received by the taxpayer on behalf of a bank or other financial institution for repayment of a debt of another; and excise taxes imposed by the federal government upon the consumer, not manufacturer, and which are held in trust by the vendor as agent for the federal government.

(f) Municipality. The term "municipality" means the City of Charles Town.

(g) Person. The terms "person" and "company" are used interchangeably in this article and mean and include any individual, firm, copartnership, joint adventure, association, corporation, limited liability company, trust, estate or any other group or combination acting as a unit, and the plural as well as the singular number. The word "it" shall also include the pronouns "he" and "she".

(h) Retail sales. The terms "retail sales" and "selling at retail" mean all sales other than wholesale sales, including but not limited to sales to persons for use in any activity not subject to the tax imposed by this article, all sales of real property, and sales to consumers.

(i) Sale. The terms "sale" and "sales" mean any transfer of the ownership of or title to property, whether for money or in exchange for other property.

(j) Services. The term "service business or calling" includes all activities engaged in for other persons for a consideration, which involve the rendering of a service as distinguished from the production or sale of tangible property, but shall not include the services rendered by an employee to his employer.

(k) Tax year. The terms "tax year" and "taxable year" mean as the period commencing July 1 and ending June 30. For the purpose of this article the taxable year shall be divided

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into two semi-annual periods. The first period shall be from July 1st through December 31st. The second period shall be from January 1st through June 30th.

(l) Taxpayer. The term "taxpayer" means any person liable for any tax hereunder.

(m) Treasurer. The term "treasurer" means the municipality's treasurer and his or her agents, delegates or representatives.

(n) Wholesale sales. The terms "selling at wholesale" and "wholesale sales" mean only:

(1) Sales of tangible personal property for the purpose of resale in the form of tangible personal property,

(2) Sales of machinery, supplies or materials which are to be directly consumed by the purchaser in the conduct of any business or activity which is subject to the tax imposed by this article, or

(3) Sales of tangible personal property to the United States of America, its agencies and instrumentalities, or to the State of West Virginia, its institutions and political subdivisions.

(Ord. 2024-007. Passed 9-16-24.)

745.04 IMPOSITION OF TAX.

(a) There are hereby levied and imposed and shall be collected annual privilege taxes, against the persons, on account of the business and other activities and in the amounts to be determined by the application of rates against values or gross income or gross proceeds as set forth in Sections 745.05 through 745.14 of this article, inclusive.

(b) If any person liable for any tax under Section 745.05 or 745.06 of this article shall ship or transport its products, or any part thereof, out of the municipality without making sale of such products, the value of the products in the condition or form in which they exist immediately before transportation out of the municipality shall be the basis for the assessment of the tax imposed in those sections. Gross income included in the measure of the tax under Section 745.05 or 745.06 of this article, shall neither be added nor deducted in computing the tax levied under the other sections of this article. In determining value, however, as regards sales from one to another of affiliated companies or persons, or under other circumstances where the relation between the buyer and the seller is such that the gross proceeds from the sale are not indicative of the true value of the subject matter of the sale, the value upon which such privilege tax shall be levied shall correspond as nearly as possible to the gross proceeds from the sale of similar products of like quality or character where no common interest exists between the buyer and the seller but where the circumstances or conditions are otherwise similar.

(c) The municipal business and occupation tax is imposed on each person engaged in privileges taxable under this article if such person is engaged in purposive revenue generating activities within the municipality's limits and such person has sufficient contacts to sustain the municipality's taxing jurisdiction. By way of example (but not

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limitation), if a person's activities within the municipality contributes to the establishment and maintenance of a market, such contacts are considered to be sufficient to sustain the municipality's taxing jurisdiction assuming federal constitutional nexus standards are satisfied.

(d) Notwithstanding the foregoing, no tax shall be imposed pursuant to this section for any tax year in which the taxpayer's gross income is less than two thousand five hundred dollars ($2,500.00), as further provided in § 745.16(i) of this article.

745.05 NATURAL RESOURCE PRODUCTION.

(a) Upon every person engaging or continuing within the municipality in the business of severing, extracting, mining, quarrying, reducing to possession and/or producing for sale, profit or commercial use any natural resource products, the amount of such tax shall be equal of the value of the articles produced as shown by the gross proceeds derived from the sale thereof by the producer, except as hereinafter provided, multiplied by the respective rates as follows: Coal, one percent (1.00%); limestone or sandstone quarried or mined, one and one-half percent (1.50%); oil or blast furnace slag, three percent (3.00%); natural gas in excess of the value of five thousand dollars ($5,000.00), six percent (6.00%); sand, gravel or other mineral products, not quarried or mined, three percent (3.00%); timber one and one- half percent (1.50%), and other natural resource products, two percent (2.00%).

(b) The measure of this tax is the value of the entire production in the municipality, regardless of the place of sale or the fact that delivery may be made to points outside the municipality.

(c) A person exercising privileges taxable under this section and using or consuming the natural resources so produced in his business or transferring or delivering the natural resources as any royalty paid, in kind, or the like, shall be deemed to be engaged in the business of producing natural resources and shall be required to make returns on account of the production of the business, showing the gross proceeds or equivalent in accordance with uniform and equitable rules for determining the value upon which privilege taxes shall be levied, corresponding as nearly as possible to the gross proceeds from the sale of similar products of like quality or character by other taxpayers.

(d) Persons who produce natural resources outside the municipality and who make sale of those products within the municipality shall not pay the tax imposed by this section but shall pay the tax imposed by Section 745.07 of this article for the privilege of selling such products within the municipality.

(e) A person exercising any privilege taxable under this section and engaging in the business of selling its natural resource products in the municipality shall be required to make returns of the gross proceeds of such sales and pay the tax imposed in Section 745.07 of this article for the privilege of engaging in the business of selling such natural resource products in the municipality. (Ord. 2024-007. Passed 9-16-24.)

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745.06 MANUFACTURING.

(a) Upon every person engaging or continuing within the municipality in the business of manufacturing, compounding or preparing for sale, profit or commercial use, either directly or through the activity of others, in whole or part, any article or articles, substance or substances, commodity or commodities, or newspaper publishing (including all gross income or proceeds of sale from circulation and advertising), the amount of the tax shall be equal to the value of the article, substance, commodity or newspaper manufactured, compounded or prepared for sale, as shown by the gross proceeds derived from the sale thereof by the manufacturer or person compounding or preparing the same, except as otherwise provided, multiplied by a rate of eighteen one-hundredths percent (0.18%).

(b) The measure of the tax in this section is the value of the entire product manufactured, compounded or prepared in the municipality for sale, profit or commercial use, regardless of the place of sale or the fact that deliveries may be made to points outside the municipality. It is further provided, however, that in those instances in which the same person partially manufactures, compounds or prepares products within the municipality and partially manufactures, compounds or prepares such products outside the municipality, the measure of tax under this section shall be that proportion of the sales price of the product that the payroll costs of manufacturing within the municipality bears to the entire payroll costs of manufacturing the product.

(c) If any person shall ship or transport its products or any part thereof out of the State without making sale of such products, the value of the products in the condition or form in which they exist immediately before transportation out of the State shall be the basis for the assessment of the tax imposed. The treasurer may prescribe equitable and uniform rules of ascertaining such value; provided that, in the absence of such rules, the person manufacturing the products within the municipality shall report the value in a consistent and reasonable manner.

(d) The dressing and processing of food intended for human consumption by a person, or the cooking and serving of food by a restaurant which food is to be sold in the municipality by such person, shall not be considered manufacturing or compounding or preparing for sale, but the sale of these products shall be reported under Section 745.07 of this article either as wholesale or retail sale, as the case may be.

(e) Persons who manufacture, compound or prepare products outside the municipality and who make sale of such product within the municipality shall not pay the tax imposed by this section but shall pay tax imposed by Section 745.07 of this article for the privilege of selling such product within the municipality.

(f) A person exercising any privilege taxable under this section and engaging in the business of selling its product in the municipality shall be required to make returns of the gross proceeds of such sales and pay the tax imposed by this section at the rate set forth in Section 745.07 of this article for the privilege of engaging in the business of selling such manufactured goods in the municipality.

(Ord. 2024-007. Passed 9-16-24.)

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745.07 SELLING TANGIBLE PROPERTY.

(a) Upon every person engaging or continuing within the municipality in the business of selling any tangible property whatsoever, real or personal, including the sale of food in hotels, restaurants, cafeterias, confectioneries and other public eating houses and wholesale sales from a rolling stockpile, except sales of any person engaging or continuing in the business of horticulture, agriculture or grazing, or selling stocks, bonds, or other evidence of indebtedness, there is hereby levied, and shall be collected, a tax equal to five one- hundredths percent (0.05%) of the gross income of the business; except, therein the case of selling at wholesale, the tax shall be equal to five one-hundredths percent (0.05%) of the gross income of the business.

(b) Gross income or gross proceeds of sales derived from sales within West Virginia that is not taxed or taxable by any other municipality are included in the measure of municipal business and occupation tax if the sales are either directed from a location within the municipality or the taxpayer's principal West Virginia office is located in the municipality. Without limiting the generality of the foregoing, when the taxpayer has only one (1) office location and this office is located within the municipality and its activities elsewhere in West Virginia are neither taxed nor taxable by another municipality, the gross income or gross proceeds from those activities are taxable by this municipality.

(c) Persons domiciled outside the municipality who solicit sales within the municipality and sell tangible personal property within the municipality are doing business in the municipality, irrespective of the domicile of such persons and irrespective of whether or not such persons maintain a permanent place of business in the municipality and irrespective of how a sales order is transmitted or processed. If an order is placed in connection with solicitation by a representative (regardless whether there is an employment or agency relationship or whether acting as an independent contractor) who solicits orders within the municipality, and the tangible personal property is to be delivered in the municipality, then the gross proceeds of such sales are included in the measure of the tax imposed by this article.

(Ord. 2024-007. Passed 9-16-24.)

745.08 PUBLIC SERVICE OR UTILITY BUSINESS.

Upon every person engaging or continuing within the municipality in any public service or utility business, except railroad, railroad car, express, pipeline, telephone and telegraph companies, water carriers by steamboat or steamship and motor carriers, there is levied, and shall be collected, taxes on account of the business engaged in equal to the gross income of the business multiplied by the respective rates as follows: electric light and power companies, four percent (4.00%) on sales and demand charges for domestic and commercial lighting and three percent (3.00%) on sales and demand charges for all other purposes; natural gas companies, three percent (3.00%); and upon all other public service or utility business, two percent (2.00%). The measure of this tax shall not include gross income derived from commerce between the State and other states of the United States.

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The measure of the tax under this section shall include only gross income received from the supplying of public service. The gross income of the taxpayer from any other activity shall be included in the measure of the tax imposed upon such other activity by the appropriate section of this article. (Ord. 2024-007. Passed 9-16-24.)

745.09 CONTRACTING.

Upon every person engaging or continuing within the Municipality in the business of contracting, the tax shall be equal to two percent (2.00%) of the gross income of the business.

(Ord. 2024-007. Passed 9-16-24.)

745.10 AMUSEMENTS.

Upon every person engaging or continuing within the municipality in the business of operating a theater, opera house, moving picture show, vaudeville, amusement park, carnival, circus, dance hall skating rink, racetrack, radio broadcasting station or any other place at which amusements are offered to the public, the tax shall be equal to fourteen one-hundredths percent (0.14%) of the gross income of the business.

(Ord. 2024-007. Passed 9-16-24.)

745.11 SERVICE BUSINESS OR CALLING NOT OTHERWISE CLASSIFIED.

(a) Upon every person engaging or continuing within the municipality in any service business or calling not otherwise specifically taxed under this article, there is hereby levied, and shall be collected, a tax equal to twenty-three one-hundredths percent (0.23%) of the gross income of any such business.

(b) Gross income or gross proceeds of sales derived from services within West Virginia that is not taxed or taxable by any other municipality are included in the measure of tax under this article if the services are either directed from a location in the municipality or the taxpayer's principal West Virginia office is located in the municipality. Without limiting the generality of the foregoing, when a taxpayer has only one (1) office location and this office is located within the municipality and its activities elsewhere in West Virginia are neither taxed nor taxable by another municipality, the gross income or gross proceeds from those activities are taxable by this municipality.

(Ord. 2024-007. Passed 9-16-24.)

745.12 RENTALS AND ROYALTIES.

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Upon every person engaging or continuing within the municipality in the business of furnishing any real or tangible personal property which has a tax situs in the municipality, or any interest therein, for hire, loan, lease or otherwise, whether the return is in the form of rentals, royalties, fees or otherwise, the tax shall be thirty one-hundredths percent (0.30%) of the gross income of any such activity. The term "tangible personal property", as used herein, shall not include money or public securities. (Ord. 2024-007. Passed 9-16-24.)

745.13 BANKING AND OTHER FINANCIAL BUSINESSES.

Upon every person engaging or continuing within the municipality in the business of banking or financial business, the tax shall be equal to twenty-three one-hundredths percent (0.23%) of the gross income received from interest, premiums, discounts, dividends, service fees or charges, commissions, fines, rents from real or tangible personal property, however denominated, royalties; charges for bookkeeping or data processing, receipts from check sales, charges or fees, and receipts from the sale of tangible personal property; provided, that gross income shall not include:

(a) Interest received on the obligations of the United States, its agencies and instrumentalities;

(b) Interest received on the obligations of this or any other state, territory or possession of the United States, or any political subdivision of any of the foregoing or of the District of Columbia; or

(c) Interest received on investments or loans primarily secured by first mortgages or deeds of trust on residential property occupied by nontransients; provided further, that all interest derived on activities exempt under (c) above shall be reported, as to amounts, on the return of a person taxable under the provision of this section.

(Ord. 2024-007. Passed 9-16-24.)

745.14 HEALTH MAINTENANCE ORGANIZATIONS.

The rate of tax on the activity of a health maintenance organization holding a certificate of authority under the provisions of West Virginia Code §§ 33-25A-1 et seq. shall not exceed one half of one percent (0.50%) to be applied solely to that portion of gross income received from the Medicaid program pursuant to Title XIX of the Social Security Act, the State employee programs administered by the public employee insurance agency pursuant to West Virginia Code§§ 5-16-1 et seq., and other federal programs, for health care items or services provided directly or indirectly by the health maintenance organization that is expended for administrative expenses; and shall not exceed one-half of one percent (0.50%) to be applied to the gross income received from enrollees, or from employers on behalf of enrollees, from sources other than Medicaid, State employee programs administered by the public employees insurance agency and other federal programs for health care items or services provided directly or indirectly by the health maintenance

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organization: Provided, That this tax rate limitation shall not extend to that part of the gross income of health maintenance organizations which is received from the use of real property other than property in which any such company maintains its office or offices in the municipality, whether such income is in the form of rentals or royalties.

(Ord. 2024-007. Passed 9-16-24.)

745.15 PERSONS TAXABLE ON MULTIPLE ACTIVITIES; CREDITS.

(a) A person taxable under Section 745.07 of this article with respect to selling products at wholesale in this municipality shall be allowed a non-refundable credit against the tax imposed on such wholesale sales pursuant to Section 745.07 for any (i) manufacturing taxes paid by such person with respect to the manufacturing of products so sold at wholesale in this municipality, and/or (ii) extracting taxes paid by such person with respect to the extracting of products so sold in this municipality or ingredients of products so sold at wholesale in this municipality.

(b) For purposes of this section:

(1) Manufacturing tax" means a gross receipts tax imposed by a municipality or other local government unit on the act or privilege of engaging in the business as a manufacturer and includes (i) the tax imposed in Section 745.06 of this article and (ii) similar gross receipts taxes paid to other municipalities or other local government units (other than State governments) within the United States.

(2) Extracting tax" means a gross receipts tax imposed by a municipality or other local government unit on the act or privilege of engaging in the business as a producer of natural resource products and includes (i) the tax imposed in Section 745.05 of this article and (ii) similar gross receipts taxes paid to other municipalities or other local government units within the United States (other than State governments) within the United States.

(3) Gross receipts tax" means a tax which (i) is imposed on or measured by the gross volume of business in terms of gross receipts or in other terms and in the determination of which deductions allowed would not constitute the tax an income tax or value added tax and (ii) which is not, pursuant to law or custom, separately stated from the sales price.

(c) If imposition of the municipality's tax would place an undue burden upon interstate commerce or violate constitutional requirements, a taxpayer shall be allowed a credit to the extent necessary to preserve the validity of the tax under this article, and still apply the tax to as much of the taxpayer's activities as may be subject to the municipality's taxing authority.

(Ord. 2024-007. Passed 9-16-24.)

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745.16 EXEMPT ACTIVITIES.

The provisions of this article shall not apply to:

(a) Insurance companies which pay the State of West Virginia a tax upon premiums; provided, that such exemption shall not extend to that part of gross income of insurance companies which is received for the use of real property, other than property in which any such company maintains its office or offices, in the municipality, whether such income is in the form of rentals or royalties; '

(b) Nonprofit cemetery companies organized and operated for the exclusive benefit of their members;

(c) Fraternal societies, organizations and associations organized and operated for the exclusive benefit of their members and not for profit; provided, that this exemption shall not extend to that part of gross income arising from the sale of alcoholic liquor, food and related services of such fraternal societies, organizations and associations which are licensed as private clubs under the provisions of West Virginia Code §§ 60-7-1 et seq.;

(d) Corporations, associations and societies organized and operated exclusively for religious or charitable purposes;

(e) Production credit associations, organized under the provisions of the federal Farm Credit Act of 1933; provided, that the exemption of this section shall not apply to corporations or cooperative associations organized under the provisions of West Virginia Code §§ 19-4-1 et seq.;

(f) Any credit union organized under the West Virginia Code; provided, that the exemptions of this section shall not apply to corporations or cooperative associations organized under the provisions of West Virginia Code§§ 19-4-1 et seq.; and

(g) Gross income derived from advertising service rendered in the business of radio and television broadcasting.

(h) Licensed new and existing childcare and/or facilities operating in the City.

(i) A person engaging in business within the municipality shall not be subject to the municipal business and occupation or privilege tax imposed by this article for any tax year in which the taxpayer's gross income, as defined in § 745.03(d) of this article, is less than two thousand five hundred dollars ($2,500.00). This exemption shall apply on a prospective basis only and shall not affect liability for any tax periods ending prior to July 1, 2025. For purposes of this section, the term "gross income" shall be interpreted consistently with § 3.4 of this article and includes all receipts and values accruing to the taxpayer from engaging in business, without deduction. Any businesses taking the exemption pursuant to this subsection shall timely submit returns required by this article to demonstrate entitlement to the exemption, and shall also submit such additional information or documentation deemed necessary by the Treasurer.

~~(Ord. 2024-007. Passed 9-16-24.)~~

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745.16A OPTIONAL EXEMPT ACTIVITIES.

The City Council, by vote of 2/3 majority of the Council, reserves the right to apply, reduce, or eliminate for a specified time period and/or for a specific project, the Business and Occupation tax per the following provision(s): Any activity associated with a municipality- initiated/tax payer-funded project that directly benefits Charles Town's residents, and in which the taxes rendered under this article could result in higher rates to those residents for existing services and/or higher project costs for the municipality.

(Ord. 2024-007. Passed 9-16-24.)

745.16B B&O TAX CREDIT INCENTIVES.

In addition to any other tax incentive otherwise available, any business that meets the following qualifying requirements shall be entitled to a tax credit computed under the provisions of this article for:

(a) Old Town Mixed Use - Commercial (OTMU-C) District Retail, Dining, & Entertainment Tax Credit

(1) For any new retan dining, and entertainment business that locates within the Old Town Mixed Use - Commercial (OTMU-C), as defined by the City's Zoning Ordinances, the business entity may be allowed:

A. One hundred (100%) percent credit against the business and occupation tax liability annually for the first year from the date the entity qualifies for the tax credit

B. Fifty (50%) percent credit against the business and occupation tax liability annually for the second year from the date the entity qualifies for the tax credit

C. Twenty-five (25%) percent credit against the business and occupation tax liability annually for the third year from the date the entity qualifies for the tax credit

(2) Any new qualifying business applying for a New Retail, Dining, and Entertainment tax credit inside the OTMU-C District shall:

A. Submit an official "Business Plan" to the City's Business Development Coordinator which must be dated and signed by the Community Development Director. A standard business template is provided with the City's new business packet.

B. Meet with the Community Development Director.

(3) The credit may only be taken if a qualifying business files the required business and occupation tax return on or before the required due date. When such documentation is filed on or before the required due date.

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(4) New business is defined as the business entity never having operated or conducted business in a physical, fixed location in the City.

(5) The business must produce fifty percent (50%) or more of gross sales in the form of retail, dining, or entertainment to qualify for the incentive.

(6) To meet the classifications set forth for Retail, Dining, or Entertainment, the business must comply with and meet the definitions set forth by the City for the terms above in the City's zoning regulations and District Use Tables.

(b) New Retail, Dining, & Entertainment Tax Credit inside a City Commercially Zoned District.

(1) For any new retail, dining, and entertainment businesses that locates beyond the boundaries of the OTMU-C, but still within the corporate limits of the City's zoned commercial area(s), the business entity may be allowed:

A. Fifty percent (50%) credit against the business and occupation tax liability annually for the first year from the date the entity qualifies for the tax credit

B. Twenty-five (25%) credit against the business and occupation tax liability annually for the second year the date the entity qualifies for the tax credit

(2) Any new qualifying business applying for a New Retail, Dining, and Entertainment tax credit inside a City Commercially Zoned District shall:

A. Submit an official "Business Plan" to the City's Business Development Coordinator which must be dated and signed by the Community Development Director. A standard business template is provided with the City's new business packet.

B. Meet with the Community Development Director.

(3) The credit may only be taken if a qualifying business files the required business and occupation tax return on or before the required due date. When such documentation is filed on or before the required due date.

(4) New business is defined as the business entity never having operated or conducted business in a physical, fixed location in the City.

(5) The business must produce 50% or more of gross sales in the form of retail, dining, or entertainment to qualify for the incentive.

(6) To meet the classifications set forth for Retan Dining, or Entertainment, the business must comply with and meet the definitions set forth by the City for the terms above in the City's zoning regulations and District Use Tables.

(Ord. 2024-007. Passed 9-16-24.)

745.17 TAX CUMULATIVE.

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The tax, interest and penalty imposed by this article shall be in addition to all other licenses, taxes and other revenue measures levied or collected by the municipality as a condition precedent to the right of any person to engage or continue in any business, profession, trade, calling or other activity within this municipality. A person exercising a privilege taxable under this article, subject to the payment of all licenses and charges which are conditions precedent to exercising the privileges taxed, may exercise the privilege in this municipality for the tax year upon the condition that he shall pay the tax, interest and penalty imposed by this article.

(Ord. 2024-007. Passed 9-16-24.)

745.18 ADMINISTRATION GENERALLY.

The administration of this article is vested in and shall be exercised by the treasurer who shall prescribe forms and may promulgate from time to time reasonable rules, publications and instructions for the making of returns, and for ascertaining, assessment, collection and administration of tax, interest and penalty imposed hereunder.

(Ord. 2024-007. Passed 9-16-24.)

745.19 RETURNS; COMPUTATION AND PAYMENT OF TAX.

(a) The tax levied by this article shall be due and payable in semi-annual installments on or before the expiration of one month from the end of each semi-annual period in which they accrue. The taxpayer shall, within one month from the expiration of each semi-annual period, make a return reporting the computation of tax for which it is liable for each semi-annual period; sign and mail the completed return, together with any remittance due, to the location specified by the treasurer. The treasurer may allow return and payment under this section for periods other than semi-annual periods.

(b) On or before thirty-one (31) days after the end of the tax year, each person liable for the payment of tax under this article shall make a second semi-annual return, showing the gross proceeds of sale or gross income of business, trade, calling or activity, computing the amount of tax, interest and penalty chargeable against the person in accordance with the provisions of this article and transmit with the return a remittance in the sum required by this article, covering the remainder of the tax, interest and penalty chargeable against the person for the tax year, to such location or locations specified by the treasurer. Such returns shall be verified by the oath of the taxpayer, if made by an individual, or by the individual designated by a taxpayer that is an entity to take the oath on behalf of the taxpayer.

(c) All remittances and payments of tax, interest and penalty imposed by this article shall be made to the treasurer, in lawful money of the United States or by bank draft, certified check, cashier's check, or other commercially acceptable means specified by the treasurer, to be kept, deposited and accounted for as provided by law.

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(d) A person whose gross income for a tax year is less than two thousand five hundred dollars ($2,500.00), as described in § 16(i) of this article, shall not be liable for the tax imposed by this article but may shall be required to file a return or declaration indicating that their gross income is below the applicable threshold, in such form as the Treasurer may prescribe. At such time as a person who has claimed exemption under Section obtains in excess of $2,499.99 in any tax year, the applicable tax upon such gross income shall be due as of the due date of the second semi-annual payment. Any such payment shall not have added to the amount due any penalty or interest assessable under this Article for failure to make payment during prior portion of the tax year. The taxpayer shall be entitled to any applicable credits otherwise provided by the Article against the amounts actually paid, but no credit of exemption shall have the effect of reducing the tax liability to less than zero dollars.

~~(Ord. 2024-007. Passed 9-16-24.)~~

745.20 TAXPAYER RECORDS.

Each person subject to this article shall maintain sufficient records for review by the treasurer as long as the contents of such records may be material in the administration of tax imposed by this article.

(Ord. 2024-007. Passed 9-16-24.)

745.21 TAX RETURN INFORMATION CONFIDENTIALITY.

(a) Except when required in an investigation or proceeding to ascertain or collect amount of tax, interest, penalty, refund or credit due, or pursuant to an exemption in W. Va. Code§ 11-10-5d, it shall be unlawful for any officer, employee or agent of the municipality to divulge or make known in any manner the tax return, or any part thereof, of any person, or disclose information concerning the personal affairs of any individual or the business of any person, or disclose the amount of income or any particulars set forth or disclosed in any report, declaration or return required to be filed with the treasurer or otherwise obtained by the municipality in an investigation undertaken by the treasurer concerning the tax imposed by this article. Any person protected by the provisions of this article may, in writing, waive the confidentiality provisions of this section for such purpose and such period as he shall therein state. This section shall not be construed to prohibit the publication or release of statistics so classified as to prevent the identification of particular reports and the items thereof. Notwithstanding the foregoing, the treasurer may permit the proper officer, or his authorized representative or agent, of the United States or the State, or any political subdivision of the State, to inspect return information to or may furnish to such officer or representative a copy of any such return or any other tax return information, provided, that such other jurisdiction grants similar privileges to this

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municipality or if the other jurisdiction is a party of an intergovernmental agreement authorizing the exchange of such information.

(b) Any officer, employee or agent of the municipality or any former officer, employee or agent of the municipality who shall divulge facts or information obtained from returns or tax statements other than for the purpose of administering such tax shall be guilty of a misdemeanor and, upon conviction thereof, shall be subject to a fine of not more than one thousand dollars ($1,000) or imprisonment for not more than one year, or both, together with costs of prosecution.

(c) Any officer, employee or agent of the municipality or any former officer, employee or agent of the municipality who shall make unauthorized disclosure of information received from the State Tax Commissioner under authority of this section shall be guilty of a misdemeanor and, upon conviction thereof, shall be subject to a fine of not more than one thousand dollars ($1,000) or imprisonment for not more than one year, or both, together with costs of prosecution.

(d) For purposes of this article, "unauthorized disclosure" means the release to any person of any tax information obtained by the municipality from the State Tax Commissioner unless the person receiving the information is the authorized counsel of the municipality and shall be using the information only for the purpose of administering the tax imposed by this article, Sales Tax from single location businesses, or Liquor Sales Tax; or the person who filed the return has authorized, in writing, its release, thereby waiving his right to secrecy.

(Ord. 2024-007. Passed 9-16-24.)

745.22 ERRONEOUS COMPUTATION OF TAX.

If any taxpayer shall make any error in computing the tax, interest and penalty under this article, the treasurer shall correct such error or reassess the proper amount of tax, interest and penalty, and notify the taxpayer of his or her action by mailing the taxpayer promptly a copy of the corrected assessment, and any additional tax, interest and penalty for which such taxpayer may be liable shall be paid within fifteen (15) days after the receipt of such statement. If the amount already paid exceeds that which should have been paid on the basis of the tax so recomputed, the excess so paid shall be immediately refunded to the taxpayer upon the request of the treasurer and shall be payable out of any funds available for the purpose. The taxpayer may, at its election, apply an overpayment as credit upon tax subsequently accruing hereunder.

(Ord. 2024-007. Passed 9-16-24.)

745.23 INVESTIGATIONS.

(a) For the purpose of ascertaining the correctness of a tax return, claim or assessment or for the purpose of making an estimate of any taxpayer's liability for the tax administered

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under this article, the treasurer shall have the power to examine or cause to be examined any books, papers, records, memoranda and other documents or data bearing upon the matters required to be included in the return and may require the attendance of the person rendering the return or the attendance of any other person having knowledge of relevant matters. In connection therewith, the treasurer may take testimony and shall have the power to administer oaths.

(b) The treasurer has the power to issue subpoenas and subpoenas duces tecum to compel the attendance of witnesses and production of documents for the purpose of ascertaining the correctness of a return or claim or for performing an assessment or for any hearing held by the treasurer. In case of the failure or refusal of a witness to appear and testify or to produce evidence, the treasurer may invoke the aid of the circuit court of Jefferson County. Upon proper showing, the treasurer may apply for an order requiring the witness to appear and give testimony and produce evidence concerning the matter in question.

(Ord. 2024-007. Passed 9-16-24.)

745.24 ASSESSMENTS.

(a) If any person who is required by this article to do so shall fail or refuse to make a return, either in whole or part, or if the treasurer believes the tax imposed by this article has been insufficiently returned by any taxpayer, the treasurer may proceed to assess the tax and shall notify the person assessed of the amount of the tax, additional tax, interest and penalties so assessed.

(b) The treasurer may, at any time before the assessment becomes final, amend, in whole or in part, any assessment whenever the treasurer ascertains that such assessment is improper or incomplete in any material respect. The treasurer may, at any time within the period prescribed for assessment, make a supplemental assessment whenever the treasurer ascertains that any assessment is incorrect in any material respect.

(c) The amount of tax, interest and penalties imposed by this article shall be assessed within three (3) years after the date the second semi-annual return for the year in which such tax arose is filed by the taxpayer; provided, that in the case of a false or fraudulent return filed with the intent to evade the tax or in case no return is filed, an assessment may be made at any time.

(Ord. 2024-007. Passed 9-16-24.)

745.25 NOTICE OF ASSESSMENT; PETITION FOR REASSESSMENT.

The treasurer shall give the taxpayer written notice of any assessment made pursuant to this article. Unless the taxpayer to whom the notice of assessment is given shall within thirty (30) days after service thereof file with the treasurer a petition for reassessment, the assessment shall become final and not subject to administrative or judicial review. A

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petition for reassessment must be in writing verified under oath by the taxpayer or his duly authorized agent having knowledge of the facts, setting forth with particularity the items of the assessment objected to, together with the reasons for the objections. The total amount of an assessment shall be due and payable on the day following the date upon which the assessment becomes final.

(Ord. 2024-007. Passed 9-16-24.)

745.26 HEARING PROCEDURE; DECISION; REVIEW.

(a) When a petition for reassessment or a petition for refund or credit is properly filed pursuant to this article within the time prescribed for such filing, the treasurer shall assign a time and a place for a hearing thereon and shall notify the petitioner of such hearing by written notice at least twenty (20) days in advance thereof. Such hearing shall be held within ninety (90) days from the date of filing the petition, unless continued by agreement of the parties or by the treasurer for sufficient cause.

(b) The hearing shall be informal and shall be conducted in an impartial manner by the Finance Committee of the municipality. The burden of proof shall be upon the taxpayer to show that the assessment or denial refund or credit is incorrect and contrary to law, in whole or in part.

(c) After such hearing, the Finance Committee of the municipality shall, within a reasonable time, give notice in writing to the taxpayer of their decision. An appeal may be taken by the taxpayer of the Finance Committee's decision to the council of the municipality.

(d) An appeal may be taken by the taxpayer to the Circuit Court of Jefferson County within thirty (30) days after service of the council's administrative decision issued pursuant to this section. (Ord. 2024-007. Passed 9-16-24.)

745.27 INJUNCTION.

After any delinquency shall have continued sixty (60) days, the treasurer may proceed in the Circuit Court of Jefferson County to obtain an injunction restraining the further exercise of the privilege until full payment shall have been made of all tax, interest and penalty due under this article. In any proceeding under this section, upon judgment or decree for the municipality, the municipality shall be awarded its costs.

(Ord. 2024-007. Passed 9-16-24.)

745.28 UNPAID TAX A LIEN; DELINQUENCY NOTICE FILING AND RELEASE.

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Any tax, interest and penalties due and payable under this article shall be a debt due the municipality and shall constitute a lien on the real and personal property of the taxpayer. The treasurer, for the more effective collection of the tax, interest and penalty imposed by this article, may file with the Clerk of the Jefferson County Commission a certified notice of lien for delinquent taxes, interest and penalty under this article for recordation. If a lien has been recorded respecting a delinquency, upon full payment of all delinquent tax, interest and penalty, the treasurer shall attest to the fact and amount of payment, and shall forward a certificate of release to the taxpayer. Upon presentment and payment of the recording fee by the taxpayer, the Clerk of the Jefferson County Commission shall record such certificate in the book in which releases are recorded. (Ord. 2024-007. Passed 9-16-24.)

745.29 SUCCESSOR LIABILITY.

The tax, interest and penalty imposed by this article shall be a continuing lien upon the property of any person subject to the provisions hereof who shall sell out its business or stock of goods, or shall quit business, and such person shall be required to make the return provided for in this article within thirty (30) days after the date it sold out its business or stock of goods, or quit business, and its successor in business shall be required to withhold a sufficient amount of the purchase money to cover the amount of such tax, interest and penalty due and unpaid until such time as the former owner shall produce a receipt from the treasurer showing that all tax, interest and penalty has been paid. If the purchaser of a business or stock of goods fails to withhold purchase money as hereby provided, and the tax, interest and penalty shall be due and unpaid after the thirty-day period allowed, the successor shall be personally liable for the payment of the tax, interest and penalty accrued and unpaid on account of the operation of the business by the former owner. (Ord. 2024-007. Passed 9-16-24.)

745.30 REVOCATION, NON-RENEWAL OF LICENSES AND PERMITS.

(a) The treasurer has the authority to revoke, deny and prevent any and all licenses and permits issued by the municipality in the event a licensee or permittee fails or refuses to file any return required hereby or fails or refuses to pay any delinquent tax, interest or penalty due and owing to the municipality.

(b) In the event of such a revocation or denial, the treasurer will provide written notice to the affected person at least five (5) days prior to the contemplated revocation or denial and such notice shall be served by certified mail. The notice shall indicate the time and the place of a revocation/ denial review meeting, the general grounds of said contemplated action, and shall advise the affected person of its rights to appear at said hearing in person and represented by legal counsel, and to be heard orally upon the merits of the person's defense. The treasurer may request legal advice from the City Attorney, and adopt such procedures for its decorum and the dispatch of business at such hearings as the treasurer may regard advisable. The revocation decision of the treasurer will be final.

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(c) Each license or permit that has been revoked or denied pursuant to this section may be issued or re-issued upon payment of all delinquent tax, interest or penalty due and owing to the municipality and satisfaction of all relevant licensing conditions otherwise imposed by the municipality. (Ord. 2024-007. Passed 9-16-24.)

745.31 SETTLEMENT AGREEMENTS AND COMPROMISES.

The treasurer, with approval of the City Manager, is authorized to enter into an agreement in writing with any person relating to the liability of such person in respect of the tax, interest and penalty imposed by this article for any taxable period. If such a closing agreement is duly made and entered into, such agreement shall be final and conclusive for the periods covered except upon a showing of fraud, malfeasance or misrepresentation of a material fact. The treasurer, with approval of the City Manager, may compromise all or part of any administrative determination or civil case concerning tax, interest and penalty or otherwise arising under the provisions of this article.

(Ord. 2024-007. Passed 9-16-24.)

745.32 ADDITIONAL ADMINISTRATIVE PROVISIONS CONCERNING CONTRACTING.

(a) Without limiting the generality of the administrative and collection powers granted to the treasurer in this article, the treasurer is also empowered to require any person engaging or continuing within the municipality in the business of contracting to furnish a list of the names, addresses and amounts paid by them to any subcontractors employed and suppliers of materials used upon any job or to do any work within the municipality. The treasurer may also require every person engaging or continuing within the municipality in the business of contracting who is a nonresident of the State to pay or guarantee the payment of the amount of the tax imposed by this article for the privilege of engaging in the business of contracting within the municipality, such payment of such tax to be based upon the amount of the building permit issued by the municipality for the work to be performed by such person, as a condition precedent to the issuance of such building permit. In lieu of such prior payment in cash of such tax any such nonresident may guarantee the payment of such privilege tax provided for herein by delivering to the municipality a bond, with good and adequate surety, payable to the municipality, and conditioned to pay such tax on or before the estimated date of the completion of the work to be performed by such person within the municipality.

(b) Any person engaging a contractor or subcontractor within this municipality shall withhold payment in sufficient amount to cover taxes assessed by this article in the final settlement of such contracts until the receipt of a certificate from the treasurer to the effect that all taxes levied and accrued under this article against the contractor have been paid. If any person fails to withhold as provided herein and the contractor or subcontractor fails to timely pay such tax, such person shall be personally liable for the payment of such taxes, and the same shall be recoverable by the treasurer by appropriate legal proceedings.

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(Ord. 2024-007. Passed 9-16-24.)

745.33 CLAIMS FOR REFUND OR CREDIT.

(a) Any taxpayer claiming to have overpaid any tax, interest or penalty imposed by this article shall file its claim with the treasurer within three (3) years after the due date of the return in respect of which the tax was imposed, and not thereafter.

(b) If, as a result of the claim, the treasurer shall be of the opinion that the tax, interest or penalty, or any part thereof, was overpaid, the treasurer shall refund the same to the taxpayer. If the treasurer denies the claim, the taxpayer may within thirty (30) days after notice of denial file with the treasurer a petition for refund or credit, which shall be heard in accordance with Section 745.27 of this article. A taxpayer's failure to abide by express procedures contained in this section precludes taxpayer's right to any refund or credit of tax, interest and penalties paid or collected under this article. (Ord. 2024-007. Passed 9-16-24.)

745.34 INTEREST AND PENALTY; CRIMINAL LIABILITY.

(a) If any person, as required by this article, fails to complete and submit their semi-annual tax return, or submits their tax return after the due date, or submits their tax return but fails to remit in whole the proper amount of tax owed, to the appropriate municipal authorities, then there shall be added to the amount of tax owed and unpaid, from the date such tax should have been paid, a penalty in the amount of twenty-five (25.00%) percent of the tax due for the period of such failure or delinquency. In addition, such tax and penalty shall bear an interest at the rate of twelve percent (12.00%) per annum from the due date of the payment until paid. Whoever engages in any activity contrary to the provisions of this article shall, in addition to paying the tax, penalty, and interest imposed by this article, be subject to a fee of fifty dollars ($50.00) for each month or fraction thereof during in which that person has been in default of filing and/or remitting to the municipality taxes due including penalties and interest. This fee will not exceed $250.00 for any semi-annual tax reporting period. It shall be the duty of the treasurer to collect the full amount of the tax, penalty, interest, and fee(s) imposed. The person(s) responsible for remitting the tax, after all required taxes, penalties, and interest, less the accrued fees, have been paid in full, may for good cause shown, request that the municipality waive the penalty, interest, and fees owed in whole or in part. The municipality may waive the penalty, interest, and fees owed in whole or in part upon the recommendation of the municipality's Finance Committee. The City Manager may grant a fifteen (15) day grace period for delinquent zero return filings. After the grace period has expired the City Manager may waive the fees for returns with zero balances. Repeat waiver requests within a three year period will not be considered.

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(b) Interest and penalties may be collected in the same manner as the tax imposed by this article.

(c) Any person who shall willfully, and with intent to evade, refuse to pay all or any part of the tax imposed by this article shall be guilty of a misdemeanor. If the amount of the unpaid tax shall be less than one thousand dollars ($1,000), such person shall, in addition to such tax, penalties and interest as is owed, be fined not less than one hundred dollars ($100.00) nor more than five hundred dollars ($500.00), and if the amount of the unpaid tax shall be one thousand dollars ($1,000) or more, such person shall, in addition to such tax, penalties and interest as is owed, be fined not less than one hundred dollars ($100.00) nor more than one thousand dollars ($1,000), or imprisoned not more than thirty days, or be both fined and imprisoned as herein provided. Each day or part thereof that any violation continues shall be deemed to constitute a distinct and separate offense and be punishable accordingly.

(d) Whoever knowingly makes a false statement in any tax form or application shall be fined not less than two hundred dollars ($200.00) nor more than one thousand dollars ($1,000). Each false statement, whether made with or without other false statements on any one or more applications shall constitute a separate offense. And, whoever shall knowingly make a false statement in two separate "tax filings", whether or not said applications shall have been filed consecutively, and whether or not said person shall have been previously convicted thereof, shall be fined not less than five hundred dollars ($500.00) nor more than one thousand dollars ($1,000) and imprisoned not more than six months, or both. (Ord. 2024-007. Passed 9-16-24.)

745.35 SEVERABILITY.

If any provision of this article is held unconstitutional or invalid, on its face or as applied, the remaining provisions of this article shall remain in full force and effect; and to this end, the provisions of this article are declared to be severable.

(Ord. 2024-007. Passed 9-16-24.)

745.36 REPEAL OF THE BUSINESS FRANCHISE TAX.

The Business Franchise Tax heretofore enacted by the City of Charles Town in 1970 remains repealed.

(Ord. 2024-007. Passed 9-16-24.)

745.37 EFFECTIVE DATE.

The effective date of this article shall be July, 2010.

(Ord. 2024-007. Passed 9-16-24.)

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ARTICLE 745
Business and Occupation Tax

745.01 SHORT TITLE.

This article shall be known as the "City of Charles Town Municipal Business and Occupation Tax Ordinance."

(Ord. 2024-007. Passed 9-16-24.)

745.02 PURPOSE AND INTENT.

The purpose of this article is to impose a municipal business and occupation tax pursuant to West Virginia Code§ 8-13-5 to the fullest extent allowable under the operative laws of the State of West Virginia and the United States unless a more restrictive application is required by an express limitation set forth in this article.

(Ord. 2024-007. Passed 9-16-24.)

745.03 DEFINITIONS.

For purposes of this article, the following words and phrases shall have the meanings respectively ascribed to them by this section unless a different meaning is clearly required by the context in which the term is used:

(a) Banking business. The term "banking business or financial organization" means any bank, banking association, trust company, industrial loan company, small loan company, or licensee, building and loan association, savings and loan association, credit union, finance company, investment company, investment broker or dealer, and any other similar business organization at least ninety percent (90%) of the assets of which consists of intangible personal property and at least ninety percent (90%) of the gross receipts of which consists of dividends, interest and other charges derived from the use of money or credit.

(b) Business. The term "business" means all activities engaged in or caused to be engaged in with the object of gain or economic benefit, either direct or indirect. The production of raw materials or manufactured products which are used or consumed in the main business shall be deemed a business engaged in taxable in the class for which it falls.

(c) Contracting. The term "contracting" means the furnishing of work, or both materials and work, in the fulfillment of a contract for the construction, alteration, repair, decoration or improvement of a new or existing building or structure, or any part thereof, or for the alteration, improvement or development of real property.

(d) Gross Income. The term "gross income" generally means the gross receipts of the taxpayer, other than a banking or financial business, received as compensation for personal

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services and the gross receipts of the taxpayer derived from trade, business, commerce or sales and the value proceeding or accruing from the sale of tangible property, real or personal, or service, or both, and all receipts by reason of the investment of the capital of the business engaged in, including interest, discount, rentals, royalties, fees, reimbursed costs or expenses or other emoluments however designated and without any deductions on account of the cost of property sold, the cost of materials used, labor costs, taxes, royalties, interest and discount paid, or sums paid to independent contractors, subcontractors or persons furnishing services or property used in the operation of any business to produce gross income, or any other expense whatsoever. "Gross income" of a banking or financial business is specified in Section 745.13 of this article.

(e) Gross proceeds of sales. The term "gross proceeds of sales" means the value actually proceeding from the sale of tangible property without any deduction on account of the cost of property sold or expenses of any kind. The words "gross income" and "gross proceeds of sales" shall not be construed to include cash discounts allowed and taken on sales; the proceeds of sale of goods, wares or merchandise returned by customers when the sale price is refunded either in cash or by credit; or the sale price of any article accepted as part payment on any new article sold, if the full sale price of the new article is included in the" gross income" or "gross proceeds of sales"; excise taxes imposed by the State; money or other property received or held by a professional person for the sole use and benefit of a client or another person or money received by the taxpayer on behalf of a bank or other financial institution for repayment of a debt of another; and excise taxes imposed by the federal government upon the consumer, not manufacturer, and which are held in trust by the vendor as agent for the federal government.

(f) Municipality. The term "municipality" means the City of Charles Town.

(g) Person. The terms "person" and "company" are used interchangeably in this article and mean and include any individual, firm, copartnership, joint adventure, association, corporation, limited liability company, trust, estate or any other group or combination acting as a unit, and the plural as well as the singular number. The word "it" shall also include the pronouns "he" and "she".

(h) Retail sales. The terms "retail sales" and "selling at retail" mean all sales other than wholesale sales, including but not limited to sales to persons for use in any activity not subject to the tax imposed by this article, all sales of real property, and sales to consumers.

(i) Sale. The terms "sale" and "sales" mean any transfer of the ownership of or title to property, whether for money or in exchange for other property.

(j) Services. The term "service business or calling" includes all activities engaged in for other persons for a consideration, which involve the rendering of a service as distinguished from the production or sale of tangible property, but shall not include the services rendered by an employee to his employer.

(k) Tax year. The terms "tax year" and "taxable year" mean as the period commencing July 1 and ending June 30. For the purpose of this article the taxable year shall be divided

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into two semi-annual periods. The first period shall be from July 1st through December 31st. The second period shall be from January 1st through June 30th.

(l) Taxpayer. The term "taxpayer" means any person liable for any tax hereunder.

(m) Treasurer. The term "treasurer" means the municipality's treasurer and his or her agents, delegates or representatives.

(n) Wholesale sales. The terms "selling at wholesale" and "wholesale sales" mean only:

(1) Sales of tangible personal property for the purpose of resale in the form of tangible personal property,

(2) Sales of machinery, supplies or materials which are to be directly consumed by the purchaser in the conduct of any business or activity which is subject to the tax imposed by this article, or

(3) Sales of tangible personal property to the United States of America, its agencies and instrumentalities, or to the State of West Virginia, its institutions and political subdivisions.

(Ord. 2024-007. Passed 9-16-24.)

745.04 IMPOSITION OF TAX.

(a) There are hereby levied and imposed and shall be collected annual privilege taxes, against the persons, on account of the business and other activities and in the amounts to be determined by the application of rates against values or gross income or gross proceeds as set forth in Sections 745.05 through 745.14 of this article, inclusive.

(b) If any person liable for any tax under Section 745.05 or 745.06 of this article shall ship or transport its products, or any part thereof, out of the municipality without making sale of such products, the value of the products in the condition or form in which they exist immediately before transportation out of the municipality shall be the basis for the assessment of the tax imposed in those sections. Gross income included in the measure of the tax under Section 745.05 or 745.06 of this article, shall neither be added nor deducted in computing the tax levied under the other sections of this article. In determining value, however, as regards sales from one to another of affiliated companies or persons, or under other circumstances where the relation between the buyer and the seller is such that the gross proceeds from the sale are not indicative of the true value of the subject matter of the sale, the value upon which such privilege tax shall be levied shall correspond as nearly as possible to the gross proceeds from the sale of similar products of like quality or character where no common interest exists between the buyer and the seller but where the circumstances or conditions are otherwise similar.

(c) The municipal business and occupation tax is imposed on each person engaged in privileges taxable under this article if such person is engaged in purposive revenue generating activities within the municipality's limits and such person has sufficient contacts to sustain the municipality's taxing jurisdiction. By way of example (but not

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limitation), if a person's activities within the municipality contributes to the establishment and maintenance of a market, such contacts are considered to be sufficient to sustain the municipality's taxing jurisdiction assuming federal constitutional nexus standards are satisfied.

(d) Notwithstanding the foregoing, no tax shall be imposed pursuant to this section for any tax year in which the taxpayer's gross income is less than two thousand five hundred dollars ($2,500.00), as further provided in § 745.16(i) of this article.

745.05 NATURAL RESOURCE PRODUCTION.

(a) Upon every person engaging or continuing within the municipality in the business of severing, extracting, mining, quarrying, reducing to possession and/or producing for sale, profit or commercial use any natural resource products, the amount of such tax shall be equal of the value of the articles produced as shown by the gross proceeds derived from the sale thereof by the producer, except as hereinafter provided, multiplied by the respective rates as follows: Coal, one percent (1.00%); limestone or sandstone quarried or mined, one and one-half percent (1.50%); oil or blast furnace slag, three percent (3.00%); natural gas in excess of the value of five thousand dollars ($5,000.00), six percent (6.00%); sand, gravel or other mineral products, not quarried or mined, three percent (3.00%); timber one and one- half percent (1.50%), and other natural resource products, two percent (2.00%).

(b) The measure of this tax is the value of the entire production in the municipality, regardless of the place of sale or the fact that delivery may be made to points outside the municipality.

(c) A person exercising privileges taxable under this section and using or consuming the natural resources so produced in his business or transferring or delivering the natural resources as any royalty paid, in kind, or the like, shall be deemed to be engaged in the business of producing natural resources and shall be required to make returns on account of the production of the business, showing the gross proceeds or equivalent in accordance with uniform and equitable rules for determining the value upon which privilege taxes shall be levied, corresponding as nearly as possible to the gross proceeds from the sale of similar products of like quality or character by other taxpayers.

(d) Persons who produce natural resources outside the municipality and who make sale of those products within the municipality shall not pay the tax imposed by this section but shall pay the tax imposed by Section 745.07 of this article for the privilege of selling such products within the municipality.

(e) A person exercising any privilege taxable under this section and engaging in the business of selling its natural resource products in the municipality shall be required to make returns of the gross proceeds of such sales and pay the tax imposed in Section 745.07 of this article for the privilege of engaging in the business of selling such natural resource products in the municipality. (Ord. 2024-007. Passed 9-16-24.)

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745.06 MANUFACTURING.

(a) Upon every person engaging or continuing within the municipality in the business of manufacturing, compounding or preparing for sale, profit or commercial use, either directly or through the activity of others, in whole or part, any article or articles, substance or substances, commodity or commodities, or newspaper publishing (including all gross income or proceeds of sale from circulation and advertising), the amount of the tax shall be equal to the value of the article, substance, commodity or newspaper manufactured, compounded or prepared for sale, as shown by the gross proceeds derived from the sale thereof by the manufacturer or person compounding or preparing the same, except as otherwise provided, multiplied by a rate of eighteen one-hundredths percent (0.18%).

(b) The measure of the tax in this section is the value of the entire product manufactured, compounded or prepared in the municipality for sale, profit or commercial use, regardless of the place of sale or the fact that deliveries may be made to points outside the municipality. It is further provided, however, that in those instances in which the same person partially manufactures, compounds or prepares products within the municipality and partially manufactures, compounds or prepares such products outside the municipality, the measure of tax under this section shall be that proportion of the sales price of the product that the payroll costs of manufacturing within the municipality bears to the entire payroll costs of manufacturing the product.

(c) If any person shall ship or transport its products or any part thereof out of the State without making sale of such products, the value of the products in the condition or form in which they exist immediately before transportation out of the State shall be the basis for the assessment of the tax imposed. The treasurer may prescribe equitable and uniform rules of ascertaining such value; provided that, in the absence of such rules, the person manufacturing the products within the municipality shall report the value in a consistent and reasonable manner.

(d) The dressing and processing of food intended for human consumption by a person, or the cooking and serving of food by a restaurant which food is to be sold in the municipality by such person, shall not be considered manufacturing or compounding or preparing for sale, but the sale of these products shall be reported under Section 745.07 of this article either as wholesale or retail sale, as the case may be.

(e) Persons who manufacture, compound or prepare products outside the municipality and who make sale of such product within the municipality shall not pay the tax imposed by this section but shall pay tax imposed by Section 745.07 of this article for the privilege of selling such product within the municipality.

(f) A person exercising any privilege taxable under this section and engaging in the business of selling its product in the municipality shall be required to make returns of the gross proceeds of such sales and pay the tax imposed by this section at the rate set forth in Section 745.07 of this article for the privilege of engaging in the business of selling such manufactured goods in the municipality.

(Ord. 2024-007. Passed 9-16-24.)

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745.07 SELLING TANGIBLE PROPERTY.

(a) Upon every person engaging or continuing within the municipality in the business of selling any tangible property whatsoever, real or personal, including the sale of food in hotels, restaurants, cafeterias, confectioneries and other public eating houses and wholesale sales from a rolling stockpile, except sales of any person engaging or continuing in the business of horticulture, agriculture or grazing, or selling stocks, bonds, or other evidence of indebtedness, there is hereby levied, and shall be collected, a tax equal to five one- hundredths percent (0.05%) of the gross income of the business; except, therein the case of selling at wholesale, the tax shall be equal to five one-hundredths percent (0.05%) of the gross income of the business.

(b) Gross income or gross proceeds of sales derived from sales within West Virginia that is not taxed or taxable by any other municipality are included in the measure of municipal business and occupation tax if the sales are either directed from a location within the municipality or the taxpayer's principal West Virginia office is located in the municipality. Without limiting the generality of the foregoing, when the taxpayer has only one (1) office location and this office is located within the municipality and its activities elsewhere in West Virginia are neither taxed nor taxable by another municipality, the gross income or gross proceeds from those activities are taxable by this municipality.

(c) Persons domiciled outside the municipality who solicit sales within the municipality and sell tangible personal property within the municipality are doing business in the municipality, irrespective of the domicile of such persons and irrespective of whether or not such persons maintain a permanent place of business in the municipality and irrespective of how a sales order is transmitted or processed. If an order is placed in connection with solicitation by a representative (regardless whether there is an employment or agency relationship or whether acting as an independent contractor) who solicits orders within the municipality, and the tangible personal property is to be delivered in the municipality, then the gross proceeds of such sales are included in the measure of the tax imposed by this article.

(Ord. 2024-007. Passed 9-16-24.)

745.08 PUBLIC SERVICE OR UTILITY BUSINESS.

Upon every person engaging or continuing within the municipality in any public service or utility business, except railroad, railroad car, express, pipeline, telephone and telegraph companies, water carriers by steamboat or steamship and motor carriers, there is levied, and shall be collected, taxes on account of the business engaged in equal to the gross income of the business multiplied by the respective rates as follows: electric light and power companies, four percent (4.00%) on sales and demand charges for domestic and commercial lighting and three percent (3.00%) on sales and demand charges for all other purposes; natural gas companies, three percent (3.00%); and upon all other public service or utility business, two percent (2.00%). The measure of this tax shall not include gross income derived from commerce between the State and other states of the United States.

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The measure of the tax under this section shall include only gross income received from the supplying of public service. The gross income of the taxpayer from any other activity shall be included in the measure of the tax imposed upon such other activity by the appropriate section of this article. (Ord. 2024-007. Passed 9-16-24.)

745.09 CONTRACTING.

Upon every person engaging or continuing within the Municipality in the business of contracting, the tax shall be equal to two percent (2.00%) of the gross income of the business.

(Ord. 2024-007. Passed 9-16-24.)

745.10 AMUSEMENTS.

Upon every person engaging or continuing within the municipality in the business of operating a theater, opera house, moving picture show, vaudeville, amusement park, carnival, circus, dance hall skating rink, racetrack, radio broadcasting station or any other place at which amusements are offered to the public, the tax shall be equal to fourteen one-hundredths percent (0.14%) of the gross income of the business.

(Ord. 2024-007. Passed 9-16-24.)

745.11 SERVICE BUSINESS OR CALLING NOT OTHERWISE CLASSIFIED.

(a) Upon every person engaging or continuing within the municipality in any service business or calling not otherwise specifically taxed under this article, there is hereby levied, and shall be collected, a tax equal to twenty-three one-hundredths percent (0.23%) of the gross income of any such business.

(b) Gross income or gross proceeds of sales derived from services within West Virginia that is not taxed or taxable by any other municipality are included in the measure of tax under this article if the services are either directed from a location in the municipality or the taxpayer's principal West Virginia office is located in the municipality. Without limiting the generality of the foregoing, when a taxpayer has only one (1) office location and this office is located within the municipality and its activities elsewhere in West Virginia are neither taxed nor taxable by another municipality, the gross income or gross proceeds from those activities are taxable by this municipality.

(Ord. 2024-007. Passed 9-16-24.)

745.12 RENTALS AND ROYALTIES.

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Upon every person engaging or continuing within the municipality in the business of furnishing any real or tangible personal property which has a tax situs in the municipality, or any interest therein, for hire, loan, lease or otherwise, whether the return is in the form of rentals, royalties, fees or otherwise, the tax shall be thirty one-hundredths percent (0.30%) of the gross income of any such activity. The term "tangible personal property", as used herein, shall not include money or public securities. (Ord. 2024-007. Passed 9-16-24.)

745.13 BANKING AND OTHER FINANCIAL BUSINESSES.

Upon every person engaging or continuing within the municipality in the business of banking or financial business, the tax shall be equal to twenty-three one-hundredths percent (0.23%) of the gross income received from interest, premiums, discounts, dividends, service fees or charges, commissions, fines, rents from real or tangible personal property, however denominated, royalties; charges for bookkeeping or data processing, receipts from check sales, charges or fees, and receipts from the sale of tangible personal property; provided, that gross income shall not include:

(a) Interest received on the obligations of the United States, its agencies and instrumentalities;

(b) Interest received on the obligations of this or any other state, territory or possession of the United States, or any political subdivision of any of the foregoing or of the District of Columbia; or

(c) Interest received on investments or loans primarily secured by first mortgages or deeds of trust on residential property occupied by nontransients; provided further, that all interest derived on activities exempt under (c) above shall be reported, as to amounts, on the return of a person taxable under the provision of this section.

(Ord. 2024-007. Passed 9-16-24.)

745.14 HEALTH MAINTENANCE ORGANIZATIONS.

The rate of tax on the activity of a health maintenance organization holding a certificate of authority under the provisions of West Virginia Code §§ 33-25A-1 et seq. shall not exceed one half of one percent (0.50%) to be applied solely to that portion of gross income received from the Medicaid program pursuant to Title XIX of the Social Security Act, the State employee programs administered by the public employee insurance agency pursuant to West Virginia Code§§ 5-16-1 et seq., and other federal programs, for health care items or services provided directly or indirectly by the health maintenance organization that is expended for administrative expenses; and shall not exceed one-half of one percent (0.50%) to be applied to the gross income received from enrollees, or from employers on behalf of enrollees, from sources other than Medicaid, State employee programs administered by the public employees insurance agency and other federal programs for health care items or services provided directly or indirectly by the health maintenance

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organization: Provided, That this tax rate limitation shall not extend to that part of the gross income of health maintenance organizations which is received from the use of real property other than property in which any such company maintains its office or offices in the municipality, whether such income is in the form of rentals or royalties.

(Ord. 2024-007. Passed 9-16-24.)

745.15 PERSONS TAXABLE ON MULTIPLE ACTIVITIES; CREDITS.

(a) A person taxable under Section 745.07 of this article with respect to selling products at wholesale in this municipality shall be allowed a non-refundable credit against the tax imposed on such wholesale sales pursuant to Section 745.07 for any (i) manufacturing taxes paid by such person with respect to the manufacturing of products so sold at wholesale in this municipality, and/or (ii) extracting taxes paid by such person with respect to the extracting of products so sold in this municipality or ingredients of products so sold at wholesale in this municipality.

(b) For purposes of this section:

(1) Manufacturing tax" means a gross receipts tax imposed by a municipality or other local government unit on the act or privilege of engaging in the business as a manufacturer and includes (i) the tax imposed in Section 745.06 of this article and (ii) similar gross receipts taxes paid to other municipalities or other local government units (other than State governments) within the United States.

(2) Extracting tax" means a gross receipts tax imposed by a municipality or other local government unit on the act or privilege of engaging in the business as a producer of natural resource products and includes (i) the tax imposed in Section 745.05 of this article and (ii) similar gross receipts taxes paid to other municipalities or other local government units within the United States (other than State governments) within the United States.

(3) Gross receipts tax" means a tax which (i) is imposed on or measured by the gross volume of business in terms of gross receipts or in other terms and in the determination of which deductions allowed would not constitute the tax an income tax or value added tax and (ii) which is not, pursuant to law or custom, separately stated from the sales price.

(c) If imposition of the municipality's tax would place an undue burden upon interstate commerce or violate constitutional requirements, a taxpayer shall be allowed a credit to the extent necessary to preserve the validity of the tax under this article, and still apply the tax to as much of the taxpayer's activities as may be subject to the municipality's taxing authority.

(Ord. 2024-007. Passed 9-16-24.)

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745.16 EXEMPT ACTIVITIES.

The provisions of this article shall not apply to:

(a) Insurance companies which pay the State of West Virginia a tax upon premiums; provided, that such exemption shall not extend to that part of gross income of insurance companies which is received for the use of real property, other than property in which any such company maintains its office or offices, in the municipality, whether such income is in the form of rentals or royalties; '

(b) Nonprofit cemetery companies organized and operated for the exclusive benefit of their members;

(c) Fraternal societies, organizations and associations organized and operated for the exclusive benefit of their members and not for profit; provided, that this exemption shall not extend to that part of gross income arising from the sale of alcoholic liquor, food and related services of such fraternal societies, organizations and associations which are licensed as private clubs under the provisions of West Virginia Code §§ 60-7-1 et seq.;

(d) Corporations, associations and societies organized and operated exclusively for religious or charitable purposes;

(e) Production credit associations, organized under the provisions of the federal Farm Credit Act of 1933; provided, that the exemption of this section shall not apply to corporations or cooperative associations organized under the provisions of West Virginia Code §§ 19-4-1 et seq.;

(f) Any credit union organized under the West Virginia Code; provided, that the exemptions of this section shall not apply to corporations or cooperative associations organized under the provisions of West Virginia Code§§ 19-4-1 et seq.; and

(g) Gross income derived from advertising service rendered in the business of radio and television broadcasting.

(h) Licensed new and existing childcare and/or facilities operating in the City.

(i) A person engaging in business within the municipality shall not be subject to the municipal business and occupation or privilege tax imposed by this article for any tax year in which the taxpayer's gross income, as defined in § 745.03(d) of this article, is less than two thousand five hundred dollars ($2,500.00). This exemption shall apply on a prospective basis only and shall not affect liability for any tax periods ending prior to July 1, 2025. For purposes of this section, the term "gross income" shall be interpreted consistently with § 3.4 of this article and includes all receipts and values accruing to the taxpayer from engaging in business, without deduction. Any businesses taking the exemption pursuant to this subsection shall timely submit returns required by this article to demonstrate entitlement to the exemption, and shall also submit such additional information or documentation deemed necessary by the Treasurer.

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745.16A OPTIONAL EXEMPT ACTIVITIES.

The City Council, by vote of 2/3 majority of the Council, reserves the right to apply, reduce, or eliminate for a specified time period and/or for a specific project, the Business and Occupation tax per the following provision(s): Any activity associated with a municipality- initiated/tax payer-funded project that directly benefits Charles Town's residents, and in which the taxes rendered under this article could result in higher rates to those residents for existing services and/or higher project costs for the municipality.

(Ord. 2024-007. Passed 9-16-24.)

745.16B B&O TAX CREDIT INCENTIVES.

In addition to any other tax incentive otherwise available, any business that meets the following qualifying requirements shall be entitled to a tax credit computed under the provisions of this article for:

(a) Old Town Mixed Use - Commercial (OTMU-C) District Retail, Dining, & Entertainment Tax Credit

(1) For any new retan dining, and entertainment business that locates within the Old Town Mixed Use - Commercial (OTMU-C), as defined by the City's Zoning Ordinances, the business entity may be allowed:

A. One hundred (100%) percent credit against the business and occupation tax liability annually for the first year from the date the entity qualifies for the tax credit

B. Fifty (50%) percent credit against the business and occupation tax liability annually for the second year from the date the entity qualifies for the tax credit

C. Twenty-five (25%) percent credit against the business and occupation tax liability annually for the third year from the date the entity qualifies for the tax credit

(2) Any new qualifying business applying for a New Retail, Dining, and Entertainment tax credit inside the OTMU-C District shall:

A. Submit an official "Business Plan" to the City's Business Development Coordinator which must be dated and signed by the Community Development Director. A standard business template is provided with the City's new business packet.

B. Meet with the Community Development Director.

(3) The credit may only be taken if a qualifying business files the required business and occupation tax return on or before the required due date. When such documentation is filed on or before the required due date.

(4) New business is defined as the business entity never having operated or conducted business in a physical, fixed location in the City.

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(5) The business must produce fifty percent (50%) or more of gross sales in the form of retail, dining, or entertainment to qualify for the incentive.

(6) To meet the classifications set forth for Retail, Dining, or Entertainment, the business must comply with and meet the definitions set forth by the City for the terms above in the City's zoning regulations and District Use Tables.

(b) New Retail, Dining, & Entertainment Tax Credit inside a City Commercially Zoned District.

(1) For any new retail, dining, and entertainment businesses that locates beyond the boundaries of the OTMU-C, but still within the corporate limits of the City's zoned commercial area(s), the business entity may be allowed:

A. Fifty percent (50%) credit against the business and occupation tax liability annually for the first year from the date the entity qualifies for the tax credit

B. Twenty-five (25%) credit against the business and occupation tax liability annually for the second year the date the entity qualifies for the tax credit

(2) Any new qualifying business applying for a New Retail, Dining, and Entertainment tax credit inside a City Commercially Zoned District shall:

A. Submit an official "Business Plan" to the City's Business Development Coordinator which must be dated and signed by the Community Development Director. A standard business template is provided with the City's new business packet.

B. Meet with the Community Development Director.

(3) The credit may only be taken if a qualifying business files the required business and occupation tax return on or before the required due date. When such documentation is filed on or before the required due date.

(4) New business is defined as the business entity never having operated or conducted business in a physical, fixed location in the City.

(5) The business must produce 50% or more of gross sales in the form of retail, dining, or entertainment to qualify for the incentive.

(6) To meet the classifications set forth for Retan Dining, or Entertainment, the business must comply with and meet the definitions set forth by the City for the terms above in the City's zoning regulations and District Use Tables.

(Ord. 2024-007. Passed 9-16-24.)

745.17 TAX CUMULATIVE.

The tax, interest and penalty imposed by this article shall be in addition to all other licenses, taxes and other revenue measures levied or collected by the municipality as a

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condition precedent to the right of any person to engage or continue in any business, profession, trade, calling or other activity within this municipality. A person exercising a privilege taxable under this article, subject to the payment of all licenses and charges which are conditions precedent to exercising the privileges taxed, may exercise the privilege in this municipality for the tax year upon the condition that he shall pay the tax, interest and penalty imposed by this article.

(Ord. 2024-007. Passed 9-16-24.)

745.18 ADMINISTRATION GENERALLY.

The administration of this article is vested in and shall be exercised by the treasurer who shall prescribe forms and may promulgate from time to time reasonable rules, publications and instructions for the making of returns, and for ascertaining, assessment, collection and administration of tax, interest and penalty imposed hereunder.

(Ord. 2024-007. Passed 9-16-24.)

745.19 RETURNS; COMPUTATION AND PAYMENT OF TAX.

(a) The tax levied by this article shall be due and payable in semi-annual installments on or before the expiration of one month from the end of each semi-annual period in which they accrue. The taxpayer shall, within one month from the expiration of each semi-annual period, make a return reporting the computation of tax for which it is liable for each semi-annual period; sign and mail the completed return, together with any remittance due, to the location specified by the treasurer. The treasurer may allow return and payment under this section for periods other than semi-annual periods.

(b) On or before thirty-one (31) days after the end of the tax year, each person liable for the payment of tax under this article shall make a second semi-annual return, showing the gross proceeds of sale or gross income of business, trade, calling or activity, computing the amount of tax, interest and penalty chargeable against the person in accordance with the provisions of this article and transmit with the return a remittance in the sum required by this article, covering the remainder of the tax, interest and penalty chargeable against the person for the tax year, to such location or locations specified by the treasurer. Such returns shall be verified by the oath of the taxpayer, if made by an individual, or by the individual designated by a taxpayer that is an entity to take the oath on behalf of the taxpayer.

(c) All remittances and payments of tax, interest and penalty imposed by this article shall be made to the treasurer, in lawful money of the United States or by bank draft, certified check, cashier's check, or other commercially acceptable means specified by the treasurer, to be kept, deposited and accounted for as provided by law.

(d) A person whose gross income for a tax year is less than two thousand five hundred dollars ($2,500.00), as described in § 16(i) of this article, shall not be liable for the tax

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imposed by this article but may shall be required to file a return or declaration indicating that their gross income is below the applicable threshold, in such form as the Treasurer may prescribe. At such time as a person who has claimed exemption under Section obtains in excess of $2,499.99 in any tax year, the applicable tax upon such gross income shall be due as of the due date of the second semi-annual payment. Any such payment shall not have added to the amount due any penalty or interest assessable under this Article for failure to make payment during prior portion of the tax year. The taxpayer shall be entitled to any applicable credits otherwise provided by the Article against the amounts actually paid, but no credit of exemption shall have the effect of reducing the tax liability to less than zero dollars.

(Ord. 2024-007. Passed 9-16-24.)

745.20 TAXPAYER RECORDS.

Each person subject to this article shall maintain sufficient records for review by the treasurer as long as the contents of such records may be material in the administration of tax imposed by this article.

(Ord. 2024-007. Passed 9-16-24.)

745.21 TAX RETURN INFORMATION CONFIDENTIALITY.

(a) Except when required in an investigation or proceeding to ascertain or collect amount of tax, interest, penalty, refund or credit due, or pursuant to an exemption in W. Va. Code§ 11-10-5d, it shall be unlawful for any officer, employee or agent of the municipality to divulge or make known in any manner the tax return, or any part thereof, of any person, or disclose information concerning the personal affairs of any individual or the business of any person, or disclose the amount of income or any particulars set forth or disclosed in any report, declaration or return required to be filed with the treasurer or otherwise obtained by the municipality in an investigation undertaken by the treasurer concerning the tax imposed by this article. Any person protected by the provisions of this article may, in writing, waive the confidentiality provisions of this section for such purpose and such period as he shall therein state. This section shall not be construed to prohibit the publication or release of statistics so classified as to prevent the identification of particular reports and the items thereof. Notwithstanding the foregoing, the treasurer may permit the proper officer, or his authorized representative or agent, of the United States or the State, or any political subdivision of the State, to inspect return information to or may furnish to such officer or representative a copy of any such return or any other tax return information, provided, that such other jurisdiction grants similar privileges to this municipality or if the other jurisdiction is a party of an intergovernmental agreement authorizing the exchange of such information.

(b) Any officer, employee or agent of the municipality or any former officer, employee or agent of the municipality who shall divulge facts or information obtained from returns or

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tax statements other than for the purpose of administering such tax shall be guilty of a misdemeanor and, upon conviction thereof, shall be subject to a fine of not more than one thousand dollars ($1,000) or imprisonment for not more than one year, or both, together with costs of prosecution.

(c) Any officer, employee or agent of the municipality or any former officer, employee or agent of the municipality who shall make unauthorized disclosure of information received from the State Tax Commissioner under authority of this section shall be guilty of a misdemeanor and, upon conviction thereof, shall be subject to a fine of not more than one thousand dollars ($1,000) or imprisonment for not more than one year, or both, together with costs of prosecution.

(d) For purposes of this article, "unauthorized disclosure" means the release to any person of any tax information obtained by the municipality from the State Tax Commissioner unless the person receiving the information is the authorized counsel of the municipality and shall be using the information only for the purpose of administering the tax imposed by this article, Sales Tax from single location businesses, or Liquor Sales Tax; or the person who filed the return has authorized, in writing, its release, thereby waiving his right to secrecy.

(Ord. 2024-007. Passed 9-16-24.)

745.22 ERRONEOUS COMPUTATION OF TAX.

If any taxpayer shall make any error in computing the tax, interest and penalty under this article, the treasurer shall correct such error or reassess the proper amount of tax, interest and penalty, and notify the taxpayer of his or her action by mailing the taxpayer promptly a copy of the corrected assessment, and any additional tax, interest and penalty for which such taxpayer may be liable shall be paid within fifteen (15) days after the receipt of such statement. If the amount already paid exceeds that which should have been paid on the basis of the tax so recomputed, the excess so paid shall be immediately refunded to the taxpayer upon the request of the treasurer and shall be payable out of any funds available for the purpose. The taxpayer may, at its election, apply an overpayment as credit upon tax subsequently accruing hereunder.

(Ord. 2024-007. Passed 9-16-24.)

745.23 INVESTIGATIONS.

(a) For the purpose of ascertaining the correctness of a tax return, claim or assessment or for the purpose of making an estimate of any taxpayer's liability for the tax administered under this article, the treasurer shall have the power to examine or cause to be examined any books, papers, records, memoranda and other documents or data bearing upon the matters required to be included in the return and may require the attendance of the person rendering the return or the attendance of any other person having knowledge of relevant

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matters. In connection therewith, the treasurer may take testimony and shall have the power to administer oaths.

(b) The treasurer has the power to issue subpoenas and subpoenas duces tecum to compel the attendance of witnesses and production of documents for the purpose of ascertaining the correctness of a return or claim or for performing an assessment or for any hearing held by the treasurer. In case of the failure or refusal of a witness to appear and testify or to produce evidence, the treasurer may invoke the aid of the circuit court of Jefferson County. Upon proper showing, the treasurer may apply for an order requiring the witness to appear and give testimony and produce evidence concerning the matter in question.

(Ord. 2024-007. Passed 9-16-24.)

745.24 ASSESSMENTS.

(a) If any person who is required by this article to do so shall fail or refuse to make a return, either in whole or part, or if the treasurer believes the tax imposed by this article has been insufficiently returned by any taxpayer, the treasurer may proceed to assess the tax and shall notify the person assessed of the amount of the tax, additional tax, interest and penalties so assessed.

(b) The treasurer may, at any time before the assessment becomes final, amend, in whole or in part, any assessment whenever the treasurer ascertains that such assessment is improper or incomplete in any material respect. The treasurer may, at any time within the period prescribed for assessment, make a supplemental assessment whenever the treasurer ascertains that any assessment is incorrect in any material respect.

(c) The amount of tax, interest and penalties imposed by this article shall be assessed within three (3) years after the date the second semi-annual return for the year in which such tax arose is filed by the taxpayer; provided, that in the case of a false or fraudulent return filed with the intent to evade the tax or in case no return is filed, an assessment may be made at any time.

(Ord. 2024-007. Passed 9-16-24.)

745.25 NOTICE OF ASSESSMENT; PETITION FOR REASSESSMENT.

The treasurer shall give the taxpayer written notice of any assessment made pursuant to this article. Unless the taxpayer to whom the notice of assessment is given shall within thirty (30) days after service thereof file with the treasurer a petition for reassessment, the assessment shall become final and not subject to administrative or judicial review. A petition for reassessment must be in writing verified under oath by the taxpayer or his duly authorized agent having knowledge of the facts, setting forth with particularity the items of the assessment objected to, together with the reasons for the objections. The total amount

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of an assessment shall be due and payable on the day following the date upon which the assessment becomes final.

(Ord. 2024-007. Passed 9-16-24.)

745.26 HEARING PROCEDURE; DECISION; REVIEW.

(a) When a petition for reassessment or a petition for refund or credit is properly filed pursuant to this article within the time prescribed for such filing, the treasurer shall assign a time and a place for a hearing thereon and shall notify the petitioner of such hearing by written notice at least twenty (20) days in advance thereof. Such hearing shall be held within ninety (90) days from the date of filing the petition, unless continued by agreement of the parties or by the treasurer for sufficient cause.

(b) The hearing shall be informal and shall be conducted in an impartial manner by the Finance Committee of the municipality. The burden of proof shall be upon the taxpayer to show that the assessment or denial refund or credit is incorrect and contrary to law, in whole or in part.

(c) After such hearing, the Finance Committee of the municipality shall, within a reasonable time, give notice in writing to the taxpayer of their decision. An appeal may be taken by the taxpayer of the Finance Committee's decision to the council of the municipality.

(d) An appeal may be taken by the taxpayer to the Circuit Court of Jefferson County within thirty (30) days after service of the council's administrative decision issued pursuant to this section. (Ord. 2024-007. Passed 9-16-24.)

745.27 INJUNCTION.

After any delinquency shall have continued sixty (60) days, the treasurer may proceed in the Circuit Court of Jefferson County to obtain an injunction restraining the further exercise of the privilege until full payment shall have been made of all tax, interest and penalty due under this article. In any proceeding under this section, upon judgment or decree for the municipality, the municipality shall be awarded its costs.

(Ord. 2024-007. Passed 9-16-24.)

745.28 UNPAID TAX A LIEN; DELINQUENCY NOTICE FILING AND RELEASE.

Any tax, interest and penalties due and payable under this article shall be a debt due the municipality and shall constitute a lien on the real and personal property of the taxpayer. The treasurer, for the more effective collection of the tax, interest and penalty imposed by

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this article, may file with the Clerk of the Jefferson County Commission a certified notice of lien for delinquent taxes, interest and penalty under this article for recordation. If a lien has been recorded respecting a delinquency, upon full payment of all delinquent tax, interest and penalty, the treasurer shall attest to the fact and amount of payment, and shall forward a certificate of release to the taxpayer. Upon presentment and payment of the recording fee by the taxpayer, the Clerk of the Jefferson County Commission shall record such certificate in the book in which releases are recorded. (Ord. 2024-007. Passed 9-16-24.)

745.29 SUCCESSOR LIABILITY.

The tax, interest and penalty imposed by this article shall be a continuing lien upon the property of any person subject to the provisions hereof who shall sell out its business or stock of goods, or shall quit business, and such person shall be required to make the return provided for in this article within thirty (30) days after the date it sold out its business or stock of goods, or quit business, and its successor in business shall be required to withhold a sufficient amount of the purchase money to cover the amount of such tax, interest and penalty due and unpaid until such time as the former owner shall produce a receipt from the treasurer showing that all tax, interest and penalty has been paid. If the purchaser of a business or stock of goods fails to withhold purchase money as hereby provided, and the tax, interest and penalty shall be due and unpaid after the thirty-day period allowed, the successor shall be personally liable for the payment of the tax, interest and penalty accrued and unpaid on account of the operation of the business by the former owner. (Ord. 2024-007. Passed 9-16-24.)

745.30 REVOCATION, NON-RENEWAL OF LICENSES AND PERMITS.

(a) The treasurer has the authority to revoke, deny and prevent any and all licenses and permits issued by the municipality in the event a licensee or permittee fails or refuses to file any return required hereby or fails or refuses to pay any delinquent tax, interest or penalty due and owing to the municipality.

(b) In the event of such a revocation or denial, the treasurer will provide written notice to the affected person at least five (5) days prior to the contemplated revocation or denial and such notice shall be served by certified mail. The notice shall indicate the time and the place of a revocation/ denial review meeting, the general grounds of said contemplated action, and shall advise the affected person of its rights to appear at said hearing in person and represented by legal counsel, and to be heard orally upon the merits of the person's defense. The treasurer may request legal advice from the City Attorney, and adopt such procedures for its decorum and the dispatch of business at such hearings as the treasurer may regard advisable. The revocation decision of the treasurer will be final.

(c) Each license or permit that has been revoked or denied pursuant to this section may be issued or re-issued upon payment of all delinquent tax, interest or penalty due and

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owing to the municipality and satisfaction of all relevant licensing conditions otherwise imposed by the municipality. (Ord. 2024-007. Passed 9-16-24.)

745.31 SETTLEMENT AGREEMENTS AND COMPROMISES.

The treasurer, with approval of the City Manager, is authorized to enter into an agreement in writing with any person relating to the liability of such person in respect of the tax, interest and penalty imposed by this article for any taxable period. If such a closing agreement is duly made and entered into, such agreement shall be final and conclusive for the periods covered except upon a showing of fraud, malfeasance or misrepresentation of a material fact. The treasurer, with approval of the City Manager, may compromise all or part of any administrative determination or civil case concerning tax, interest and penalty or otherwise arising under the provisions of this article.

(Ord. 2024-007. Passed 9-16-24.)

745.32 ADDITIONAL ADMINISTRATIVE PROVISIONS CONCERNING CONTRACTING.

(a) Without limiting the generality of the administrative and collection powers granted to the treasurer in this article, the treasurer is also empowered to require any person engaging or continuing within the municipality in the business of contracting to furnish a list of the names, addresses and amounts paid by them to any subcontractors employed and suppliers of materials used upon any job or to do any work within the municipality. The treasurer may also require every person engaging or continuing within the municipality in the business of contracting who is a nonresident of the State to pay or guarantee the payment of the amount of the tax imposed by this article for the privilege of engaging in the business of contracting within the municipality, such payment of such tax to be based upon the amount of the building permit issued by the municipality for the work to be performed by such person, as a condition precedent to the issuance of such building permit. In lieu of such prior payment in cash of such tax any such nonresident may guarantee the payment of such privilege tax provided for herein by delivering to the municipality a bond, with good and adequate surety, payable to the municipality, and conditioned to pay such tax on or before the estimated date of the completion of the work to be performed by such person within the municipality.

(b) Any person engaging a contractor or subcontractor within this municipality shall withhold payment in sufficient amount to cover taxes assessed by this article in the final settlement of such contracts until the receipt of a certificate from the treasurer to the effect that all taxes levied and accrued under this article against the contractor have been paid. If any person fails to withhold as provided herein and the contractor or subcontractor fails to timely pay such tax, such person shall be personally liable for the payment of such taxes, and the same shall be recoverable by the treasurer by appropriate legal proceedings.

(Ord. 2024-007. Passed 9-16-24.)

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745.33 CLAIMS FOR REFUND OR CREDIT.

(a) Any taxpayer claiming to have overpaid any tax, interest or penalty imposed by this article shall file its claim with the treasurer within three (3) years after the due date of the return in respect of which the tax was imposed, and not thereafter.

(b) If, as a result of the claim, the treasurer shall be of the opinion that the tax, interest or penalty, or any part thereof, was overpaid, the treasurer shall refund the same to the taxpayer. If the treasurer denies the claim, the taxpayer may within thirty (30) days after notice of denial file with the treasurer a petition for refund or credit, which shall be heard in accordance with Section 745.27 of this article. A taxpayer's failure to abide by express procedures contained in this section precludes taxpayer's right to any refund or credit of tax, interest and penalties paid or collected under this article. (Ord. 2024-007. Passed 9-16-24.)

745.34 INTEREST AND PENALTY; CRIMINAL LIABILITY.

(a) If any person, as required by this article, fails to complete and submit their semi-annual tax return, or submits their tax return after the due date, or submits their tax return but fails to remit in whole the proper amount of tax owed, to the appropriate municipal authorities, then there shall be added to the amount of tax owed and unpaid, from the date such tax should have been paid, a penalty in the amount of twenty-five (25.00%) percent of the tax due for the period of such failure or delinquency. In addition, such tax and penalty shall bear an interest at the rate of twelve percent (12.00%) per annum from the due date of the payment until paid. Whoever engages in any activity contrary to the provisions of this article shall, in addition to paying the tax, penalty, and interest imposed by this article, be subject to a fee of fifty dollars ($50.00) for each month or fraction thereof during in which that person has been in default of filing and/or remitting to the municipality taxes due including penalties and interest. This fee will not exceed $250.00 for any semi-annual tax reporting period. It shall be the duty of the treasurer to collect the full amount of the tax, penalty, interest, and fee(s) imposed. The person(s) responsible for remitting the tax, after all required taxes, penalties, and interest, less the accrued fees, have been paid in full, may for good cause shown, request that the municipality waive the penalty, interest, and fees owed in whole or in part. The municipality may waive the penalty, interest, and fees owed in whole or in part upon the recommendation of the municipality's Finance Committee. The City Manager may grant a fifteen (15) day grace period for delinquent zero return filings. After the grace period has expired the City Manager may waive the fees for returns with zero balances. Repeat waiver requests within a three year period will not be considered.

DRAFT

(b) Interest and penalties may be collected in the same manner as the tax imposed by this article.

(c) Any person who shall willfully, and with intent to evade, refuse to pay all or any part of the tax imposed by this article shall be guilty of a misdemeanor. If the amount of the unpaid tax shall be less than one thousand dollars ($1,000), such person shall, in addition to such tax, penalties and interest as is owed, be fined not less than one hundred dollars ($100.00) nor more than five hundred dollars ($500.00), and if the amount of the unpaid tax shall be one thousand dollars ($1,000) or more, such person shall, in addition to such tax, penalties and interest as is owed, be fined not less than one hundred dollars ($100.00) nor more than one thousand dollars ($1,000), or imprisoned not more than thirty days, or be both fined and imprisoned as herein provided. Each day or part thereof that any violation continues shall be deemed to constitute a distinct and separate offense and be punishable accordingly.

(d) Whoever knowingly makes a false statement in any tax form or application shall be fined not less than two hundred dollars ($200.00) nor more than one thousand dollars ($1,000). Each false statement, whether made with or without other false statements on any one or more applications shall constitute a separate offense. And, whoever shall knowingly make a false statement in two separate "tax filings", whether or not said applications shall have been filed consecutively, and whether or not said person shall have been previously convicted thereof, shall be fined not less than five hundred dollars ($500.00) nor more than one thousand dollars ($1,000) and imprisoned not more than six months, or both. (Ord. 2024-007. Passed 9-16-24.)

745.35 SEVERABILITY.

If any provision of this article is held unconstitutional or invalid, on its face or as applied, the remaining provisions of this article shall remain in full force and effect; and to this end, the provisions of this article are declared to be severable.

(Ord. 2024-007. Passed 9-16-24.)

745.36 REPEAL OF THE BUSINESS FRANCHISE TAX.

The Business Franchise Tax heretofore enacted by the City of Charles Town in 1970 remains repealed.

(Ord. 2024-007. Passed 9-16-24.)

745.37 EFFECTIVE DATE.

The effective date of this article shall be July, 2010.

(Ord. 2024-007. Passed 9-16-24.)

DRAFT

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 11/03/25
Department: City Council
Category: Ordinance
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2025-1209: Ordinance to Approve the September 2025 Replacement Pages to the Codified Ordinances

Proposed Motion: Approve the ordinance approving the September 2025 replacement pages to the codified ordinances.

ATTACHMENTS:

- SEPT 2025 ADOPT ORD.pdf

CITY OF CHARLES TOWN

AN ORDINANCE TO APPROVE THE SEPTEMBER 2025 REPLACEMENT PAGES TO THE CODIFIED ORDINANCES.

WHEREAS, certain provisions within the Codified Ordinances should be amended to conform with current State law; and

WHEREAS, various ordinances of a general and permanent nature have been passed by Council which should be included in the Codified Ordinances; and

WHEREAS, Council has heretofore entered into a contract with the Walter H. Drane Company to prepare and publish such revision; and

WHEREAS, the codification of such ordinances, together with the new matter to be adopted, the matters to be amended and those to be repealed are before the Council;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CHARLES TOWN, WEST VIRGINIA:

Section 1. That the ordinances of the City of Charles Town, West Virginia, of a general and permanent nature, as revised, recodified, rearranged and consolidated into component codes, chapters, articles and sections within the September 2025 Replacement Pages to the Codified Ordinances are hereby approved and adopted.

Section 2. That the following sections and articles are hereby added, amended or repealed as respectively indicated in order to comply with current State law:

Part Three - Traffic Code

333.01	Driving Under the Influence. (Amended)
335.01	Maximum Speed Limits. (Amended)
345.29	Safety Equipment for Motorcyclists, Motorcycles, Motor-Driven Cycles and Mopeds. (Amended)
349.061	Approaching Stationary Vehicles. (Amended)
361.07	Accessible Parking. (Amended)

Part Five - General Offenses Code

501.02	Obstructing or Giving False Information to an Officer; Fleeing. (Amended)

Section 3. This Ordinance shall become effective from the date of its adoption.

CITY OF CHARLES TOWN

First Reading: _____, 2025

Passed on Second Reading: _____, 2025

City of Charles Town

_____

Micheal George
Mayor

Attest:

_____

Brent Manuel
City Clerk

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 11/03/25
Department: City Council
Category: Report
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2025-1217: Charles Town Utility Board (CTUB) CIF Update - Possible Executive Session

ATTACHMENTS:

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 11/03/25
Department: City Council
Category: Resolution
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2025-1194: Congress and Lawrence Streets Intersection Improvement West Virginia Division of Highways (DOH) Agreement and Resolution

West Virginia Department of Transportation, Division of Highways Agreement for the Congress Street and Lawrence Street Intersection Improvement (State Project: U319-CNL/AW-24.00) Suballocated/Carbon Reduction Program Funding Project

ATTACHMENTS:

- CHARLES TOWN - CONGRESS AND LAWRENCE WVDOH AGREEMENT OCT 2025.pdf
- Resolution.pdf

Docusign Envelope ID: D23D9BC6-1731-4CEB-8EA6-562AFD02F1C7

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
Division of Highways
1900 Kanawha Boulevard East • Building Five • Room 110
Charleston, West Virginia 25305-0430 • (304) 558-3505

Stephen T. Rumbaugh, P. E.
Secretary of Transportation
Commissioner of Highways

October 6, 2025

Mr. Matthew Mullenax
Executive Director
Hagerstown/Eastern Panhandle
Metropolitan Planning Organization
226 Pilot Way, Suite E
Martinsburg, West Virginia 25405

Ms. Alissa Meeks
Assistant City Manager
101 E Washington Street
City of Charles Town, West Virginia 25414

Dear Ms. Meeks and Mr. Mullenax:

The enclosed proposed Agreement is for the Congress Street and Lawrence Street Intersection Improvements (State Project: U319-CNL/AW-24. 00) Suballocated Funding / Carbon Reduction Program Funding project in Jefferson County. Please review the proposed Agreement carefully as it will indicate the manner in which your project will be funded.

If this proposed Agreement is acceptable, please sign and return it along with the City of Charles Town's City Council Resolution and the required Sponsor's match in the amount of $54,756.80. Please d*o not date the front page, paragraph one*, as this date will be entered when the Agreement is fully executed. Once the proposed Agreement is fully executed, you will recieve a copy for your files.

We will be in contact with you both regarding the project schedule, plan review and other project specific information. In the meantime, should you have any questions, please contact Mr. Brian E. Carr P. E., Statewide Planning Section Unit Leader within Planning Division, at (304) 414-6906 or by email at Brian.E.Carr@wv.gov.

Please return the agreements and correspondence to the West Virginia Division of Highways, Planning Division, Building 6, Room 220, 1900 Kanawha Boulevard, East, Charleston, West Virginia 25305.

Sincerely,

Stephen T. Rumbaugh, P. E.
Secretary of Transportation/
Commissioner of Highways

STR:Ct
Enclosures

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WEST VIRGINIA

DEPARTMENT OF TRANSPORTATION

DIVISION OF HIGHWAYS

AGREEMENT

STATE PROJECT: U319-CNL/AW-24. 00
FEDERAL PROJECT: CARB-2026(071)D

CONGRESS STREET AND LAWRENCE STREET INTERSECTION IMPROVEMENTS

CITY OF CHARLES TOWN

HAGERSTOWN/EASTERN PANHANDLE METROPOLITAN PLANNING ORGANIZATION

SUBALLOCATED FUNDING/CARBON REDUCTION PROGRAM FUNDING

JEFFERSON COUNTY

THIS AGREEMENT, executed, made and entered into this _____ day of _____, 20____, by and between the **WEST VIRGINIA DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS (WVDOH)**, hereinafter called **"DEPARTMENT"** and the **CITY OF CHARLES TOWN,** hereinafter called **"SPONSOR",** and the **HAGERSTOWN/EASTERN PANHANDLE METROPOLITAN PLANNING ORGANIZATION (HEPMPO).**

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WITNESSETH that,

WHEREAS, DEPARTMENT and **SPONSOR** have determined that a project for the construction of Americans with Disabilities Act (ADA)-compliant sidewalks is an eligible project for funding under the **Metropolitan Planning Organization Suballocated Funding- Carbon Reduction Program Suballocated Urban areas with population at least 5,000 and no more than 49,999 funding** as appropriated in the Infrastructure Investment and Jobs Act (IIJA); and

WHEREAS, HEPMPO is allocating the federal funds for the project described in this agreement, and **HEPMPO** wishes to cooperate with the **SPONSOR** for construction of this project.

WHEREAS, **SPONSOR** will identify the Responsible Charge and approved by **DEPARTMENT** upon signed Project Agreement;

WHEREAS, DEPARTMENT desires to cooperate with **SPONSOR** in accomplishing the project; and

WHEREAS, by Resolution bearing the date of the _____day of _____, 20_____, the **CHARLES TOWN CITY COUNCIL** directed the proper authorities to execute, acknowledge, and deliver this Agreement, a copy of which Resolution is affixed hereto and made a part hereof; and

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NOW THEREFORE, it is mutually agreed as follows:

A. That **SPONSOR,** in coordination with **DEPARTMENT,** shall follow appropriate West Virginia State Code for consultant procurement for a scope of work that may include the following work elements:

1. Design,
2. Engineering,
3. Plans, specifications and estimates package (and any other bid related documentation) for the project.

SPONSOR will ensure **PROJECT** is designed in accordance with **DEPARTMENT STANDARD SPECIFICATIONS ROADS AND BRIDGES, Adopted 2023.**

B. That **SPONSOR's** design consultant will submit such designs to **DEPARTMENT** for review and written approval prior to any construction. The **SPONSOR** will bid and award the project and oversee the construction inspection.

The **SPONSOR** will then contract with a qualified contractor for construction of those project elements approved within the design plan, which may include:

1. The construction of new Americans with Disabilities Act (ADA)-compliant curb ramps, new crosswalks, new inlet configurations, to repair existing damage, potential curb extensions to improve turning radial and increase pedestrian safety and drainage improvements at the intersection of West Congress Street and South Lawrence Street sidewalks in the City of Charles Town.

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The above-described scope of work for design is to hereafter be referred to as **"PROJECT".**

C. That the total funding for the Construction Phase, including construction inspection and oversight, will be two hundred seventy-three thousand, seven hundred eighty-four dollars ($273,784.00) with the federal-aid amount at eighty percent (80%) being two hundred nineteen thousand, twenty-seven dollars and twenty cents ($219,027.20). **SPONSOR** shall be responsible for the remaining twenty percent (20%) of the eligible project construction costs that are expended, in addition to all costs deemed ineligible by the **DEPARTMENT**. **SPONSORS** twenty percent (20%) match for the estimated total eligible project construction cost is fifty-four thousand, seven hundred fifty-six dollars and eighty cents ($54,756.80).

That **SPONSOR** will also be responsible, at the one hundred percent (100%) level, for any and all costs in excess of the total eligible design and construction project costs as set by this agreement.

That **SPONSOR** will submit to **DEPARTMENT**, as the minimum match, a check payable to the West Virginia Division of Highways for the sum of fifty-four thousand, seven hundred fifty-six dollars and eighty cents ($54,756.80) for the twenty percent (20%) match amount. The check shall be submitted with the Agreement upon execution by **SPONSOR**.

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See Table 1.0 for a breakdown of current project funding.

D. That **SPONSOR** will coordinate with **DEPARTMENT** for scoping of required environmental review, including state and federal agency coordination. **SPONSOR** will be responsible for the preparation of the National Environmental Policy Act (NEPA) documentation and submit it to the **DEPARTMENT** for review and compilation and then final approval from the Federal Highway Administration (FHWA).

E. That **SPONSOR** shall provide for, or cause to be provided for, the future maintenance of **PROJECT** for a period of no less than ten (10) years once the work under this Agreement is completed. Further it is acknowledged and agreed that all future maintenance of project elements constructed under this Agreement will be the sole responsibility of **SPONSOR**.

F. That the **SPONSOR** will be the lead agency and will charge the necessary labor, materials, and equipment necessary to complete the **PROJECT** directly to the federal authorization.

G. That it is also acknowledged and agreed that the funding for the **PROJECT** is limited, and that project costs may not exceed the amount agreed upon in Item C of this Agreement without a Supplemental Agreement outlining the amount of funding to be added and the source of that funding.

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H. That to assure budgetary constraints are observed, prior to advertising the **PROJECT** for construction, a meeting between **DEPARTMENT** and **SPONSOR** will be conducted to determine the amount of **PROJECT** funding remaining in the account and to determine the work elements to be performed. Both **DEPARTMENT** and **SPONSOR** must agree, in writing, to the construction work elements to be performed prior to the **PROJECT** being advertised.

I. That when using a contractor, **SPONSOR** will comply, and ensure compliance, with established provisions of the Federal Davis-Bacon Act Wage Codes.

J. That **SPONSOR** will ensure that **DEPARTMENT'S CONSTRUCTION MANUAL, 2022 and STANDARD SPECIFICATIONS ROADS AND BRIDGES, Adopted 2023** and **FHWA CONTRACT ADMINISTRATION CORE CURRICULUM MANUAL, 2014** are adhered to and made part of the construction contract.

SPONSOR is responsible for the project to adhere to these specifications and manuals.

K. That **SPONSOR** shall retain the services of a qualified company/consultant certified through the West Virginia Department of Transportation (WVDOT) Engineering Technician Board. All applicable project information, including but not limited to certification of materials and daily inspection reports shall be provided to the **DEPARTMENT** for review and approval. This information shall be provided to the **DEPARTMENT** prior to the last invoice.

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L. That in the event the subject project does not meet applicable federal requirements, one hundred percent of the federal funds expended may be required to be paid back from **SPONSOR** to **DEPARTMENT**.

M. That the following attachments(s) is incorporated herein and made a part hereof as though fully set out herein: Attachment A-1 – "Federal Funded Non-Traditional Highway Project" General Clauses and Covenants (May 2025)" and FHWA-1273 "Required Contract Provisions Federal-Aid Construction Contracts". **DEPARTMENT** and FHWA attachment guidelines shall apply if applicable.

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IN WITNESS WHEREOF, the parties hereto have caused their respective names to be signed by their duly authorized officers.

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION,
DIVISION OF HIGHWAYS

Secretary of Transportation / Commissioner of Highways

(signature) *(title)*

CITY OF CHARLES TOWN

(signature) *(title)*

HAGERSTOWN/EASTERN PANHANDLE
METROPOLITAN PLANNING ORGANIZATION

(signature) *(title)*

Distribution:
City of Charles Town
Hagerstown Eastern Panhandle Metropolitan Planning Organization
Planning Division
Legal Division

APPROVED AS TO FORM ON

9/22/2025
ATTORNEY LEGAL DIVISION
WEST VIRGINIA DEPARTMENT
OF TRANSPORTATION.
DIVISION OF HIGHWAYS

NUMBER: 2509066

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TABLE 1.0 CONGRESS STREET AND LAWRENCE STREET INTERSECTION IMPROVEMENTS
FUNDING BREAKDOWN
STATE PROJECT: U319-CNL/AW-24. 00
FEDERAL PROJECT: CARB-2026(071)D

FUNDING TYPE	FEDERAL FUNDS	MATCHING FUNDS	TOTAL
CONSTRUCTION PHASES CARB-2026(071)D			
Suballocated Funding / Carbon Reduction Program Funding	$219,027.20	$54,756.80	$273,784.00
Total Project Funds	$219,027.20	$54,756.80	$273,784.00

NOTES:
20% matching funds to be provided by the Project Sponsor.

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ATTACHMENT A-1

TRANSPORTATION ALTERNATIVES GRANT PROGRAM

GENERAL CLAUSES AND COVENANTS

(May 14, 2025)

1. The **SPONSOR,** by signature on the attached Agreement, confirms that it has: the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including meeting the responsible charge responsibilities) to manage federal assistance; funds sufficient to pay the non-Federal share of project costs and to ensure proper planning, management and completion of the project described in this Agreement.

2. The **SPONSOR** shall not begin work, or cause any work to begin, for which costs the **SPONSOR** intends to seek reimbursement, until such time that the **SPONSOR** receives written notice to proceed from the **DEPARTMENT.**

3. The **SPONSOR** is responsible for **PROJECT** oversight and inspection (i.e. have a person in responsible charge, defined as a full time public employee who is accountable for a project. This person is expected to be able to perform the following duties and functions: Administers inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, and scope of Federal-aid projects; makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;

4. The **SPONSOR** shall indemnify and hold harmless the **DEPARTMENT**, its officers and employees from any and all suits, claims, liability, losses, liens and demands, fines, costs, criminal and civil penalties, causes of action or any other obligation, including but not limited to attorney's fees and costs of investigations, arising out of or in any manner connected with the work performed by the **SPONSOR**, its agents, employees or contractors, under this

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Agreement, during or any time after such work is being or has been performed, including (without limitation) liability involving bodily injury, death, property damage or any violation or alleged violation of any Federal, State or local law or regulation, except for any liability or damages due to the willful or intentional unlawful acts or the negligence of the **DEPARTMENT** or its employees.

5. The **SPONSOR** shall establish safeguards to prohibit employees from using their positions for a purpose that constitutes, or presents the appearance of, either personal or organizational conflict of interest, or personal gain.

6. The **SPONSOR** shall comply with and ensure compliance with all Federal Statutes relating to the Anti-Lobbying Requirement, Pub. L. 101-121, Section 319, 31 U.S.C. § 1352, that prohibits the recipient, or any lower tier subrecipients, of a Federal contract, grant, loan or cooperative Agreement from expending Federal funds to pay any person for influencing or attempting to influence a Federal agency or the Congress in connection with the awarding of any Federal contract, the making of any Federal grant or loan or the entering into of any cooperative Agreement.

7. The **SPONSOR** must retain a copy of the contract for the consultant(s) and/or contractor(s)/subcontractor(s) chosen. To ensure compliance with requirements, all bid documents and request for proposal/consultant documents must be kept on file by the **SPONSOR** pending Final Audit by the **DEPARTMENT.** In addition, copies of these documents shall be provided to the **DEPARTMENT** as generated as part of the **DEPARTMENT'S** project record.

8. The **SPONSOR**, if it is a non-Federal entity and has received one million dollars ($1,000,000) or more in Federal funds in the prior fiscal year, shall

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furnish to the **DEPARTMENT** a single or program-specific audit conducted for that year in accordance with the provisions of the Office of Management and Budget Circular No. A-133.

09. The **SPONSOR** shall notify the **DEPARTMENT**, at least thirty (30) days in advance, of any ceremonies or "ribbon-cutting" celebrations commemorating the **PROJECT.**

10. The **SPONSOR** shall recognize both the **DEPARTMENT** and the Federal Highway Administration in all press releases, announcements, brochures, websites and/or literature concerning the **PROJECT**.

11. **SPONSOR** shall ensure that:

a. No person, on the grounds of age, race, religion, color, sex, national origin or disability shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the use of said **PROJECT**.

b. Discrimination against the public shall not be practiced in accommodations operated within the area of use.

c. The property shall be used in compliance with all other requirements imposed by the **DEPARTMENT** pursuant to Title 49, CFR, Part 21, including amendments.

12. The **SPONSOR** shall comply, and ensure compliance by its consultant(s) and contractor(s)/subcontractor(s), with the provisions of the West Virginia Prevailing Wage Code regarding labor standards for Federally assisted construction, the Copeland "Anti-Kickback" Act (40 U.S.C. § 276C and 18 U.S.C. § 874), the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), "Equal Employment Opportunity" Executive Orders 11246 and

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11375 and 41 CFR 60, the Drug Free Workplace Act of 1988, the "Buy American" requirements concerning the purchase of steel for Federally funded projects (23 CFR 635.410 (b), Worker Visibility Regulations that require that all persons working within the right-of-way of a Federal Aid Highway wear highly visible safety apparel that meets the Performance Class 2 or 3 requirements of ANSI/ISEA 107-204 publication entitled, "American National Standard for High-Visibility Safety Apparel and Headwear," and if applicable Davis-Bacon Act Wage Codes (40 U.S.C. §§ 276a to 276a-7).

13. The **SPONSOR** shall ensure that all property and/or right-of-way necessary to construct this **PROJECT** shall be acquired in accordance with all applicable Federal and State laws, policies and procedures, which include but are not limited to Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Pub. L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and Federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

14. The **SPONSOR** shall comply with, and ensure compliance by its consultant(s) and contractor(s)/subcontractor(s) with, all Federal statutes, executive orders, rules, and regulations regarding the "Americans With Disabilities Act," 28 CFR 35 and 29 CFR 1830 and with the "General Prohibitions Against Discrimination," 28 CFR 35 and all other regulations under Title II of "The Americans With Disabilities Act" which are applicable.

15. The **SPONSOR** shall comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234) which requires recipients in a special flood hazard area to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

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16. It is the policy of the **DEPARTMENT** that Disadvantaged and Women-owned Business Enterprises shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds.

17. The **DEPARTMENT** shall review the **PROJECT'S** applicability to both Federal Highway Administration and State requirements for a Federally funded project and if the **PROJECT** qualifies, will complete the appropriate documents for compliance with the National Environmental Policy Act (NEPA).

18. The **SPONSOR** shall adhere to all existing agreements with State and Federal resource agencies that relate to National Environmental Policy Act (NEPA) compliance. Any special provisions and/or mitigation measures will be strictly followed and monitoring may be required.

19. The **SPONSOR** shall be responsible for any additional documentation, actions, or permits necessary for compliance with the NEPA and the 106 process, which include but are not limited to documentation, actions, or permits involving: historic and archaeological surveys, 4(f) statements, noise assessment and abatement, air quality impact assessment and abatement, water quality impact assessment and abatement, hazardous waste/underground toxic assessment and abatement, navigable stream impact assessment and mitigation, wetland impact assessment and mitigation, endangered species impact assessment and mitigation, wild and scenic river impact assessment and mitigation, and/or any other environmental, cultural, or natural impact statement and mitigation as applicable.

20. The **SPONSOR**, in consultation with the **DEPARTMENT**, shall secure all necessary approvals, permits and licenses from all other governmental agencies as may be required to complete the **PROJECT**. This obligation shall include the responsibility for the preparation or revision of environmental impact statements, environmental assessments, environmental reports or other documents required by law and/or environmental litigation; and the

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defense of environmental litigation resulting from the planning, design and/or construction of the **PROJECT**. At the **DEPARTMENT'S** request, the **SPONSOR** shall furnish to the **DEPARTMENT**, prior to advertising and letting **PROJECT**, evidence of the approvals, permits, licenses and approved environmental documents.

21. The **SPONSOR** shall comply with, and ensure compliance by its consultant(s) and contractor(s)/subcontractor(s) with, all applicable standards, executive orders or regulations, if applicable, issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401 et. seq.), the Federal Water Pollution Control Act (33 U.S.C. §§ 1251 et. seq.), and the Energy Policy and Conservation Act (Pub. L. 94-163).

22. The **SPONSOR** shall administer all contracts/subcontracts and be responsible for insuring that all work shall be performed and purchases made in a manner satisfactory to the **DEPARTMENT** and in accordance with the established practices and procedures of the **DEPARTMENT,** and all Federal and State laws, rules, regulations, executives orders, policies and procedures which include, but are not limited to, those included in the Transportation Alternatives Program Application Package, the Federal Aid Policy Guide 23 CFR 633A and entitled "PART 633 – REQUIRED CONTRACT PROVISIONS", and the Rules and Regulations of the West Virginia Department of Transportation, Division of Highways, Series I Section 8 entitled Procurement Procedures for Negotiated Contracts, as applicable.

23. The **SPONSOR** acknowledges and agrees that the **DEPARTMENT** and the Federal Highway Administration reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for governmental purpose(s):

    a) the copyright of any work developed under this grant, subgrant or contract under this grant or subgrant; and

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b) any rights of copyright to which a grantee, subgrantee, consultant, or contractor acquires or purchases ownership with support from this grant.

24. The **DEPARTMENT** shall bear one hundred percent (100%) of all administrative costs incurred by the **DEPARTMENT**, such as reviewing and processing invoices from the **SPONSOR**.

25. The **SPONSOR** acknowledges and agrees that the future sale, lease, transfer of title or modification in use of any property either purchased with, or receiving improvements funded through, this Agreement and occurring within the specified maintenance term requires prior approval by the **DEPARTMENT** and/or the Federal Highway Administration and could require repayment, by the **SPONSOR**, of Federal funds involved.

26. The **SPONSOR** acknowledges and agrees that failure to adhere to and comply with, and ensure compliance by its consultant(s), contractor(s) and subcontractor(s) with any item in the attached Project Agreement may result in the repayment, by the **SPONSOR**, of any and all Federal funds expended on the project. It will be at the sole discretion of the Federal Highway Administration and/or the **DEPARTMENT** to determine if the violation warrants repayment and the amount to be repaid. Prior to any obligation of repayment, the **SPONSOR** shall be provided with a written notice of any alleged violation and allowed a reasonable opportunity to cure said violation.

27. By entering into this Agreement the **SPONSOR** assures and certifies, with respect to this **PROJECT**, that it will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this project. Performance under this Agreement shall be governed by and in compliance with the following requirements as applicable to the type of organization of

Docusign Envelope ID: D23D9BC6-1731-4CEB-8EA6-562AFD02F1C7

the **SPONSOR**. The applicable provisions to the Agreement include but are not limited to the following:

SUBJECT	USC	CFR	OTHER LAWS	Applicability		
				Construction Contracts		Non-Highway Construction or "Service Contracts"*
				NHS	Non-NHS	
Prohibition Against Use of Local Hiring Preferences (FHWA-1273 - Sec 1-6)		**635.117(b)**		**Yes**	**Yes**	**No**
Prohibition Against the Use of Convict Labor (FHWA-1273 - Sec 1-6)	**23 USC 114(b)**	**23CFR 635.117(a)**		**Yes**	**Yes****	**No**
Nondiscrimination (FHWA-1273 - Sec II)	**23USC 140, 23 USC 324, 49 USC 322, 42 USC 12101-12213, 42 USC 3601-3619**	**23 CFR 200, 23 CFR 230D, 23 CFR 635.17 28 CFR 35 29 CFR 1630 41 CFR 60 49 CFR 21, 23 28 CFR 50.3 49 CFR 25**	***The Civil Rights Act of 1964, Title VI *The Age Discrimination and Employment Act of 1967 *The Age Discrimination of 1975 *The American Disabilities Act of 1990**	**Yes**	**Yes**	**Yes**
Non-segregated Facilities (FHWA-1273 - Sec III)		**23 CFR 633A 41 CFR 60.1.8**	**Title VI**	**Yes**	**Yes**	**Yes**

Docusign Envelope ID: D23D9BC6-1731-4CEB-8EA6-562AFD02F1C7

SUBJECT	USC	CFR	OTHER LAWS	Applicability		
				Construction Contracts		Non-Highway Construction or "Service Contracts"*
				NHS	Non-NHS	
Payment of Predetermined Minimum Wage (FHWA-1273 - Sec IV)	23 USC 113, 40 USC 276 (a) & (c)	23 CFR 635, 309(f), 29 CFR 1, 3, 5	Davis-Bacon Act Copeland Anti-Kickback Act	Yes	**	**
Statements and Payrolls (FHWA-1273 - Sec V)	40 USC 276 (a) & (c), 18 USC 874	23 CFR 635.118 29 CFR 3, 5	Davis-Bacon Act Copeland Anti-Kickback Act	Yes	**	**
Record of Material, Supplies and Labor (FHWA 47) (FHWA-1273 - Sec VI)		23 CFR 635.126		**Yes	No	No
Subletting or Assigning the Contract (FHWA-1273 - Sec VII)		23 CFR 635.116		Yes	No	No
Safety: Accident Prevention (OSHA compliance) (FHWA-1273 - Sec VIII)	40 USC 333	23 CFR 635.108 29 CFR 1926	OSHA	Yes	Yes	Yes
False Statements Concerning Highway Projects (FHWA-1273 - Sec IX)	18 USC 1020	23 CFR 633A, 23 CFR 635.119		Yes	Yes	Yes

Docusign Envelope ID: D23D9BC6-1731-4CEB-8EA6-562AFD02F1C7

SUBJECT	USC	CFR	OTHER LAWS	Applicability		
				Construction Contracts		Non-Highway Construction or "Service Contracts"*
				NHS	Non-NHS	
Implementation of the Clean Air Act and Federal Water Pollution Control Act (FHWA-1273 - Sec X)	33 USC 1251 42 USC 1857	23 CFR 633A 40 CFR 15		Yes	Yes	Yes
Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion (FHWA-1273 - Sec X1)		23 CFR 635.112(g) 49 CFR 29		Yes	Yes	Yes
Certification Regarding the Use of Contract Funds for Lobbying (FHWA-1273 - Sec X11)	49 USC 322A	23 CFR 635.112(g) 49 CFR 20 49 CFR 29		Yes	Yes	Yes
Appalachian Contract Employment Preference	40 USC Appendix 201	23 CFR 633B	Appalachian Regional Development Act	**	**	**
Buy America	STAA Section 165 ISTEA Section 1041(a) & 1048(b)	23 CFR 635.410		Yes	Yes	**Yes

Docusign Envelope ID: D23D9BC6-1731-4CEB-8EA6-562AFD02F1C7

SUBJECT	USC	CFR	OTHER LAWS	Applicability		
				Construction Contracts		Non-Highway Construction or "Service Contracts"*
				NHS	Non-NHS	
Disadvantaged Business Enterprise	23 USC 140(b)	23 CFR 200 & 230B, C, D 49 CFR Part 26 (DBE) 49 CFR Part 21 (Title V1)		**Yes	**Yes	**Yes
Indian Preference on Federal-aid Projects (Labor & Employment)	23 USC 140 42 USC 2000e-2i	23 CFR 635.117		**	**	**
Non-Collusion Certification	23 USC 112	23 CFR 635.112(f)		Yes	Yes	No
On-the-Job Training	23 USC 140(a) & (b)	23 CFR 230A		Yes	**	**
Standardized Changed Conditions Contract Clauses	23 USC 112(e)	23 CFR 635.109		Yes	Yes	No
Drug - Free Workplace		49 CFR 29		**	**	**
Publicly Owned Equipment		23 CFR 635.106	OMB Circular A-87	Yes	Yes	No
Contractor Purchased Equipment for State Ownership	23 USC 302	23 CFR 140 49 CFR Part 18 49 CFR		Yes	Yes	No

Docusign Envelope ID: D23D9BC6-1731-4CEB-8EA6-562AFD02F1C7

SUBJECT	USC	CFR	OTHER LAWS	Applicability		
				Construction Contracts		Non-Highway Construction or "Service Contracts"*
				NHS	Non-NHS	
		Section 18.3				
Equipment Rental Rates		48 CFR Part 31	OMB Circular A-87 FAPG NS 23 CFR 635.120	Yes	Yes	No
Foreign Contractor and Supplier Restriction		49 CFR 30		Yes	Yes	No
Prohibition Against Convict Produced Materials	23 USC 114(b) (2)	23 CFR 635.417		Yes	**	No
Patented / Proprietary Products	23 USC 112	23 CFR 635.411		Yes	Yes	No
State Preference	23 USC 112	23 CFR 635.409		Yes	Yes	No
State Owned / Furnished/ Designated Materials	23 USC 112	23 CFR 635.407		Yes	Yes	No
Public Agencies in Competition with the Private Sector	23 USC 112	23 CFR 635.112(e)		Yes	Yes	No

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SUBJECT	USC	CFR	OTHER LAWS	Applicability		
				Construction Contracts		Non-Highway Construction or "Service Contracts"*
				NHS	Non-NHS	
Salvage Credits		49 CFR 18.36		Yes	Yes	No
Warranty		23 CFR 635.413		Yes	No	No
Alternate Bids		23 CFR 635.411(b)		Yes	No	No
Incentive / Disincentive Clauses		23 CFR 635.127(d,f)		Yes	No	No
Standard Specifications and Plans		23 CFR 630B		Yes	No	No
Engineer's Estimate		23 CFR 630B		Yes	No	No
Method of Construction (low bid for construction contracts)	23 USC 112(a) & (b)	23 CFR 635.104 49 CFR 18.36		Yes	Yes	No
Owner Force Account / Cost Effective Justification		23 CFR 635B		Yes	Yes	No
Bonding and Prequalification		23 CFR 635.110		Yes	Yes**	No

Docusign Envelope ID: D23D9BC6-1731-4CEB-8EA6-562AFD02F1C7

SUBJECT	USC	CFR	OTHER LAWS	Applicability		
				Construction Contracts		Non-Highway Construction or "Service Contracts"*
				NHS	Non-NHS	
Advertising for Bids	23 USC 112	23 CFR 635.112(d) (e) (f) (g) (h), 49 CFR 18.36		Yes	**	No
Bid Opening and Tabulation		23 CFR 635.113(a)		Yes	**	No
Bid Analysis and Award of Contract	23 USC 112	23 CFR 635.114		Yes	**	No
Contract Time		23 CFR 635.121		Yes	No	No
Change Orders		23 CFR 635.120-121		Yes	No	No
Claims		23 CFR 635.124		Yes	No	No
Liquidated Damages		23 CFR 635.127		Yes	No	No
Progress Payments		23CFR 635.122		Yes	No	No
Project Supervision and Staffing	23 USC 114 & 302	23 CFR 635.105		Yes	Yes	No

Docusign Envelope ID: D23D9BC6-1731-4CEB-8EA6-562AFD02F1C7

SUBJECT	USC	CFR	OTHER LAWS	Applicability		
				Construction Contracts		Non-Highway Construction or "Service Contracts"*
				NHS	Non-NHS	
Subcontracting		**23 CFR 635.116**		**Yes**	**No**	**No**
Suspension and Debarment		**49 CFR 29**		**Yes**	**Yes**	**Yes**
Termination of Contracts		**23 CFR 635.125**		**Yes**	**No**	**No**
Audits	**23 USC 112(b) (2) (c)**	**49 CFR 18.26; and 48 CFR 31, Federal Acquisitions Regulations**	**OMB Circular A-133**	**Yes**	**Yes**	**Yes**
Records Retention		**49 CFR 18**		**Yes**	**Yes**	**Yes**

City of Charles Town

101 East Washington Street, P.O. Box 14, Charles Town, WV 25414
Phone: (304) 725-2311 ♦ Web: www.charlestownwv.us

RESOLUTION 2025-011

MAYOR
Micheal George

CITY COUNCIL

James Kratovil

Elizabeth Ricketts

Jeff Hynes

Kevin Tester

Nate Hartman

Alden Roth

Julie Smith

Andie Sugrue

CITY MANAGER

Brent Manuel

RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A SUBALLOCATED FUNDING/CARBON REDUCTION PROGRAM FUNDING AGREEMENT WITH THE WEST VIRGINIA DIVISION OF HIGHWAYS FOR CONGRESS AND LAWRENCE STREET INTERSECTION IMPROVEMENTS.

WHEREAS, in 2023, the City of Charles Town "City" recognized the need for infrastructure improvements at the intersection of West Congress and South Lawrence Streets; and

WHEREAS, the City had previously contracted with an engineering firm to design and engineer the improvements to include Americans with Disabilities Act (ADA) – compliant sidewalks, improved drainage areas, and pedestrian access, all contained within a school zone; and,

WHEREAS, the Hagerstown Eastern Panhandle Metropolitan Planning Organization (HEPMPO) included this identified intersection project into their Transportation Improvement Program (TIP) as an identified transportation project; and

WHEREAS, the City was awarded funding under the Metropolitan Planning Organization Suballocated Funding-Carbon Reduction Program Suballocated Urban areas with population at least 5,000 and no more than 49,000 as appropriated in the Infrastructure Investment and Jobs Act (IIJA); and

WHEREAS, the total funding for the Construction Phase, including construction inspection and oversight, is $273,784.00 and of this amount, $219,027.20 will come from the federal-aid amount at eighty percent (80%) covered by the Division of Highways, further know as "Department" and the City, also known herein as the "Sponsor" shall be responsible for the remaining twenty (20%) percent match of the project in the amount of $54,756.80; and

WHEREAS, the Sponsor will be responsible at the one hundred percent (100%) level for all Congress and Lawrence Street Improvement Project costs in excess of the total eligible project costs;

NOW, THEREFORE LET IT BE RESOLVED, that the City of Charles Town City Council approves the attached West Virginia Department of Transportation Division of Highways Agreement State Project: U319-CNL/AW-24.00) Suballocated Funding/Carbon Reduction Program Funding Project and authorizes the Mayor of Charles Town to sign the agreement to immediately fund the Sponsor's portion of the project.

Adopted the _____ day of _____, 2025.

_____
Micheal George
Mayor

_____
Brent Manuel
City Manager

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 11/03/25
Department: City Council
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2025-1210: Vacant Building Appeal Discussion - American Public University System (APUS)

ATTACHMENTS:

- 2025-10-21 APUS Vacant Building Appeal.pdf

City of Charles Town

101 East Washington Street, P.O. Box 14, Charles Town, WV 25414
Phone: (304) 725-2311 ♦ Web: www.charlestownwv.us

Vacant Buildings Registration Appeal Form

According to Article 1759, "Vacant Building" means any residential Building that has not been occupied lawfully as a residence, or any non-residential Building that has not been occupied lawfully for its ordinary expected use, during the immediately preceding six (6) consecutive months or, in the case of seasonal Buildings, such as vacation homes, one (1) year.

Property Address 111 West Congress Street, Charles Town, WV 25414

Has the structure been vacant for more than 6 months? Yes ☐ No ☑
If no, provide any supporting documentation.

If the structure has not been disconnected from electric and water service for more than 60 days provide electric and water service documentation.

Initial notification date 09/26/2025

I accept the registration of my property on the Vacant Buildings List.

Yes ☐ No ☑

1759.05 APPEALS.
An Owner adversely affected by a determination made pursuant to this Article (excepting a determination regarding a request for exemption from registration made pursuant to Section 1759.03(f)) may appeal such determination to City Council by filing with the City Clerk a written notice of appeal within thirty (30) days of the date on which service of the notice of the subject determination is deemed made under Section 1759.02(a) or Section 1759.02(d), as the case may be, after which 30 day period the right to an appeal shall expire. The decision of City Council on any such appeal, as well as a determination by City Council regarding a request for exemption from registration made pursuant to Section 1759.03(f), may be appealed by an Owner to the Circuit Court of Jefferson County within thirty (30) days of the Owner's receipt of the subject decision or determination, after which thirty (30)-day period the right to an appeal shall expire.

I would like to appeal the registration of my property on the Vacant Buildings List to the City Council.

Yes ☑ No ☐

Please see the attached Letter and Supporting Documentation.

Owner Name American Public University System, Inc.
Address 111 West Congress Street, Charles Town, WV 25414
Phone Number

Mark A. Sadd — October 2, 2025

Signature — **Date**
Mark A. Sadd, Agent
Lewis Gianola PLLC

300 Summers Street, Suite 700
Charleston, WV 25301
US Mail: P.O. Box 1746
Charleston, WV 25326-1746

1714 Mileground Road
Morgantown, WV 26505-3753

Writer's Contact Info
Charleston:
Mark A. Sadd
msadd@lewisgianola.com
(304) 345-2000 ext. 1011

lewisgianola.com

LEWIS GIANOLA PLLC

October 21, 2025

City Council of
Charles Town, West Virginia
101 East Washington Street
Post Office Box 14
Charles Town, West Virginia 25414

Re: Appeal of Decision to Enter 111 W. Congress Street,
Charles Town, West Virginia on the Vacant Building Registry

Ladies and Gentlemen:

Notice of Appeal

American Public University System, Inc. ("APUS") hereby appeals the decision of the City of Charles Town, for which APUS received a September 26, 2025, notice, to enter APUS's building at 111 West Congress Street in the Vacant Building Registry. At the outset, APUS respectfully states that the Ordinance establishing the Vacant Building Registry is unlawful.

If the Ordinance is lawful, 111 West Congress Street is not "vacant" and does not meet the definition of "vacant" in the City's Ordinance. The enclosed executed Appeal Form, this letter and supporting documentation constitute the appeal of APUS under Section 1759 of the City of Charles Town's Code (the "Ordinance") and W. Va. Code § 8-12-16c.

Background Information

APUS received by U.S. mail the City's September 26, 2025, notice stating that the building was deemed to be vacant and thus required to be entered on the Vacant Building Registry subject to further regulation and fees, as well as the notoriety of the designation.

The notice contained no evidence of the City's rationale or basis or determining that the building is "vacant" for purposes of the Ordinance.

APUS counsel asked for the City's file on the matter. In an email dated October 9, 2025, City Attorney, Stephanie Grove, attached documents from the file of the Vacant Building Official and Code Enforcement Officer. The Code Officer's notes are dated October 26, 2025, almost two weeks after the date of the Notice. The Code Officer's notes cannot possibly constitute evidence in support of the City's decision to determine that the building is vacant for purposes of the

Ordinance. For this reason alone, the City must reverse and vacate the determination and remove the building from the Vacant Building Registry.

City's Lack of Documentation

The Ordinance defines a "vacant building" as "any residential Building that has not been occupied lawfully as a residence, or any non-residential Building that has not been occupied lawfully for its ordinary expected use, during the immediately preceding six (6) consecutive months or, in the case of seasonal Buildings, such as vacation homes, one (1) year." Article 1759.02(h). Occupation of a building is "determined by the status and use of the utilities, property condition, and similar factors." Article 1759.02(h)(1).

Further, the purposes of W. Va. Code § 8-12-16c and the City's Ordinance adopted under it include preventing or eliminating buildings and properties in the City that are "nuisances". The building is not remotely a "nuisance" as the Code Officer's notes themselves support. The Code Officer's notes observe that the building is "well maintained" and has electricity. The photos included in the Code Officer's notes show the building's well-maintained walkways, façade and front entrance and manicured flower beds.

The Ordinance also states as its purpose to ensure "that each Vacant Building in the City is properly monitored and maintained so as to provide for public health, safety, and welfare, including being safe for entry by police officers, fire fighters, and other emergency personnel in times of emergency." Section 1759.01. In no way do the Code Officer's notices indicate that the building is anything other than properly monitored and maintained. The "well maintained" premises facilitate the arrival and entry of first responders in the event of emergency. The building's physical state in no way undermines the purposes of the Ordinance.

The Code Officer's notes include photos of an APUS note on the front door, dated April 3, 2025, that APUS's mailroom has moved to APUS's IT Center. The note is not evidence that the building is "vacant." It is evidence that APUS's mailroom has moved to APUS's IT Center. Another photo includes the building's designated parking lot, which the Code Officer describes as "well maintained."

The Code Officer's notes do not reflect the status, occupancy or condition of the building during the requisite six months preceding the date of the notice from the City to APUS.

For a complete lack of supporting evidence, the City must reverse and vacate the determination and remove the building from the Vacant Building Registry.

APUS's Supporting Documentation

Additionally, APUS herewith submits supporting documentation that the building is not "vacant" as Article 1759.02(h) defines that term. The building continues to be professionally serviced. The manicured beds are maintained through a comprehensive exterior landscaping contract; the walks and parking lot are kept clean through a full-service snow and ice removal service; janitorial

services maintain the well-kempt interior; a fully-functional physical security system (including proximity card readers, monitored and recorded video surveillance cameras, and a monitored burglar alarm system) maintains the integrity of the Building's security; preventive maintenance is regularly performed on the building's heating, ventilation, air, and cooling system; and, preventive maintenance for the building's elevator is regularly performed.

Further, other maintenance has been and continues to be performed, including recent work to the front porch and upcoming basement and façade waterproofing work (commencing October 2025). Finally, the building utilities have been under contract and fully paid for since APUS's ownership began. These records of the building's maintenance and use cannot be considered vacant.

For these reasons, the City must reverse and vacate the determination and remove the building from the Vacant Building Registry.

As explained above, the building actively uses and maintains not just essential utilities, but also additional services for the beautification, security, safety, and structural integrity of the building and premises. Considering the active status and use of the building's utilities and the well-kempt condition of the building and premises, the building fits the Ordinance's definition of "occupation." According to the Ordinance, a building must not be occupied to be considered vacant. Here, because the building is occupied, it cannot be considered vacant. Therefore, the Building's status determination must be reversed and the City must remove the building from the registry.

Further, the building, as a non-residential building, has been occupied (as discussed above) in the preceding six months (March through September) for APUS offices and as for storage, with utilities and additional services properly maintained throughout that period. Therefore, the "vacant" status is undue and contrary to the Ordinance. Accordingly, the City must reverse the determination and remove the building from the Vacant Building Registration.

Request for Exemption

If the City decides not to remove 111 West Congress Street from the Vacant Building Registration for the foregoing reasons and documentation, then APUS under W. Va. Code § 8-12-16c(b)(2), based on the same reasons and documentation, asks the City to exempt from the Vacant Building Registry 111 West Congress Street.

Conclusion and Request

Given all of the foregoing, Considering the factual evidence and legal arguments presented above, APUS respectfully asks the City to

1. Reverse and vacate the determination 111 West Congress Street from the Vacant Building Registry; and
2. Remove 111 West Congress Street from the Vacant Building Registry.

APUS requests an opportunity to be heard before the appeal is decided.

Very truly yours,

Mark A. Sadd

MAS:kn
w/encl.
cc: American Public University System, Inc.

PotomacEdison
A FirstEnergy Company

Bill Based On: Actual Meter Reading, eBill

May 05, 2025
Account Number: Redacted

Amount Due: $958.08

Due Date: May 27, 2025

Billing Period: Apr 03 to May 01, 2025 for 29 days
Bill For: AMER PUB UNIV SYS INC
111 W CONGRESS ST
CHARLES TOWN WV 25414

To report an emergency or an outage, call 24 hours a day 1-888-544-4877.
Bill issued by: Potomac Edison, 341 White Pond Dr., Akron, OH 44320-1119
To enroll in eBill or pay your bill online, scan the QR code on the right of this bill from your mobile device or go to www.firstenergycorp.com.
For Customer Service, call 1-800-686-0011. For Payment Options, call 1-800-736-3401.

Messages

To avoid a 2.00% Late Payment Charge being added to your bill, please pay the **Amount Due** by the Due Date.

Your next meter reading is scheduled to occur on or about Jun 05, 2025.

Mailing in your payment, using your bank, or any another service to submit your payments? We have a new address! Please use the enclosed bill stub that has been pre-addressed for your convenience. If you use your bank or third party service to send us payment please update our address to the following: P.O. Box 371431 Pittsburgh, PA 15250-7431

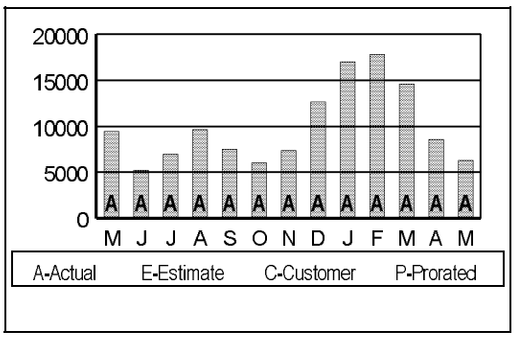
For your safety, if your service has been disconnected, do not attempt to reconnect it. While this is illegal and could result in prosecution, removing a meter base or touching any of the wires can also cause death or serious injury through arcs of electricity, explosions or fire. Meters are only to be accessed by authorized utility personnel.

An important message to dog owners - to ensure that our meter readers' visits to your home are safe and productive, please keep your dog secured in an area away from the path to your meter.

All of our employees wear photo ID badges. Always ask for an employee's ID before letting anyone in your home. If you are still not sure, please call the company.

Additional messages, if any, can be found on back.

Usage History



Comparisons	Last Year	This Year
Average Daily Use (KWH)	315	218
Average Daily Temperature	56	58
Days in Billing Period	30	29
Last 12 Months Use (KWH)		119,440
Average Monthly Use (KWH)		9,953

Account Summary

	Amount Due
Previous Balance	1,102.65
Payments/Adjustments	-1,102.65
Balance at Billing on May 05, 2025	**0.00**
Potomac Edison - Consumption	958.08
Amount Due by May 27, 2025	**$958.08**

Usage Information for Meter Number S309067453

May 01, 2025 KWH Reading (Actual)	13,961
Apr 03, 2025 KWH Reading (Actual)	13,882
Difference	79
Multiplier	80
KWH used	6,320
Metered Load in KW	0.31
Billed Load in KW/KVA	24.8

Charges From Potomac Edison

Customer Redacted
Rate: General Service PV-GSEF

Base Charge	895.89
Local Tax Surcharge	27.71
Local Tax	18.47
Environmental Control Charge	16.01
Current Consumption Bill Charges	**958.08**

Detail Payment and Adjustment Information

04/16/25 Payment	-1,102.65

Return this part with a check or money order payable to Potomac Edison

PotomacEdison
A FirstEnergy Company

341 White Pond Dr
Akron, OH 44320-1119

Account Number: Redacted

Amount Paid	
Amount Due	$958.08
Due Date	May 27, 2025

AMER PUB UNIV SYS INC
CYNTHIA L. GREENLY
111 W CONGRESS ST
CHARLES TOWN WV 25414

POTOMAC EDISON
PO BOX 371431
PITTSBURGH PA 15250-7431

Redacted 00000000000000000000000958080000958C 195

Messages (Continued)

Explanation of Terms

Base Charge - Charge for services necessary for the production and delivery of electric service, including generation, transmission and distribution.

Delinquent Bill - A bill becomes delinquent if not paid in full, within thirty (30) days of being rendered.

Environmental Control Charge - Charge to help cover the cost of environmental control facilities at our power stations.

Estimated Reading - On a month we cannot read a meter, we calculate the bill based on past electrical usage.

Fixture Charges - Fixed charge for lighting fixture(s), maintenance, and equipment.

KWH (Kilowatt Hour) - A unit of measure for electricity usage equal to 1,000 watts used for one hour.

Late Payment Charge - A one-time charge added to the bill for a current amount not paid by the due date.

Local Tax - An excise tax imposed by your municipality.

Local Tax Surcharge - A business & occupation tax imposed by your municipality.

Prorated Reading - Reading calculated by multiplying the daily average electric usage between two recent readings by the number of days in the billing period.

Security Deposit Interest - The monthly credit of interest accrued on a security deposit.

Important Information

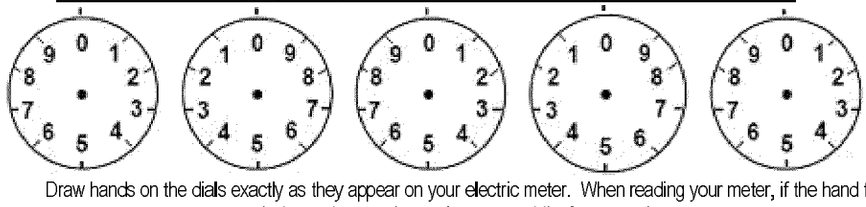
If you have questions about your Potomac Edison account:
Call Customer Service at 1-800-686-0011 Monday - Friday, from 8 a.m. - 6 p.m.
Call Payment Options at 1-800-736-3401 Monday - Friday, from 8 a.m. - 6 p.m.
Visit our website at: www.firstenergycorp.com
Write to us at: Potomac Edison, 341 White Pond Dr., Akron, OH 44320-1119
Customers with hearing or speech impairments can contact the Telecommunications Relay Service (TRS) at 711.

For your protection, all of our employees wear Photo I.D. badges.

Electronic Check Conversion - Your check authorizes us either to make a one-time electronic funds transfer (EFT) from your account or process as a check. If you have questions about this program, call 1-866-283-8081.

To provide a customer meter reading, use the dials provided and enter the reading on-line at www.firstenergycorp.com/aboutyourbill or by calling 1-800-686-0011. Say "Meter Reading" when asked "Which of these can I help you with today?" Have the date you took the reading available. If this is to avoid a scheduled estimate, please check the front of the bill for entry dates.

Provide reading by telephone or on-line only: DO NOT MAIL



Draw hands on the dials exactly as they appear on your electric meter. When reading your meter, if the hand falls between two numbers, always report the lower number.

If you have a **DIGITAL METER** write the numbers here: ☐ ☐ ☐ ☐ ☐

PotomacEdison
A FirstEnergy Company

Bill Based On: Actual Meter Reading, eBill

June 04, 2025

Billing Period: May 02 to Jun 02, 2025 for 32 days
Bill For: AMER PUB UNIV SYS INC
111 W CONGRESS ST
CHARLES TOWN WV 25414

Account Number: Redacted

Amount Due: $659.95

Due Date: June 24, 2025

To report an emergency or an outage, call 24 hours a day 1-888-544-4877.
Bill issued by: Potomac Edison, 341 White Pond Dr., Akron, OH 44320-1119
To enroll in eBill or pay your bill online, scan the QR code on the right of this bill from your mobile device or go to www.firstenergycorp.com.
For Customer Service, call 1-800-686-0011. For Payment Options, call 1-800-736-3401.

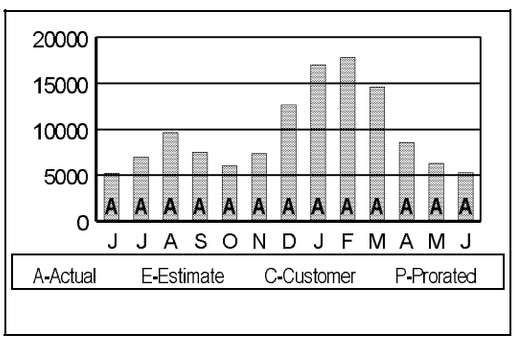
Messages

To avoid a 2.00% Late Payment Charge being added to your bill, please pay the **Amount Due** by the Due Date.

Your next meter reading is scheduled to occur on or about Jul 07, 2025.

Additional messages, if any, can be found on back.

Usage History



Comparisons	Last Year	This Year
Average Daily Use (KWH)	173	165
Average Daily Temperature	64	63
Days in Billing Period	30	32
Last 12 Months Use (KWH)		119,520
Average Monthly Use (KWH)		9,960

Account Summary

	Amount Due
Previous Balance	958.08
Payments/Adjustments	-958.08
Balance at Billing on Jun 04, 2025	**0.00**
Potomac Edison - Consumption	**659.95**
Amount Due by Jun 24, 2025	**$659.95**

Usage Information for Meter Number S309067453

Jun 02, 2025 KWH Reading (Actual)	14,027
May 02, 2025 KWH Reading (Actual)	13,961
Difference	66
Multiplier	80
KWH used	5,280
Metered Load in KW	0.172
Billed Load in KW/KVA	13.8

Charges From Potomac Edison

Customer Number: Redacted
Rate: General Service PV-GSEF

Base Charge	617.17
Local Tax Surcharge	19.09
Local Tax	12.73
Environmental Control Charge	10.96
Current Consumption Bill Charges	**659.95**

Detail Payment and Adjustment Information

05/15/25 Payment	-958.08

Return this part with a check or money order payable to Potomac Edison

PotomacEdison
A FirstEnergy Company

341 White Pond Dr
Akron, OH 44320-1119

Account Number: Redacted

Amount Paid	
Amount Due	**$659.95**
Due Date	**Jun 24, 2025**

AMER PUB UNIV SYS INC
CYNTHIA L. GREENLY
111 W CONGRESS ST
CHARLES TOWN WV 25414

POTOMAC EDISON
PO BOX 371431
PITTSBURGH PA 15250-7431

Redacted 00000000000000000000000659950000659 197

Messages (Continued)

Explanation of Terms

Base Charge - Charge for services necessary for the production and delivery of electric service, including generation, transmission and distribution.

Delinquent Bill - A bill becomes delinquent if not paid in full, within thirty (30) days of being rendered.

Environmental Control Charge - Charge to help cover the cost of environmental control facilities at our power stations.

Estimated Reading - On a month we cannot read a meter, we calculate the bill based on past electrical usage.

Fixture Charges - Fixed charge for lighting fixture(s), maintenance, and equipment.

KWH (Kilowatt Hour) - A unit of measure for electricity usage equal to 1,000 watts used for one hour.

Late Payment Charge - A one-time charge added to the bill for a current amount not paid by the due date.

Local Tax - An excise tax imposed by your municipality.

Local Tax Surcharge - A business & occupation tax imposed by your municipality.

Prorated Reading - Reading calculated by multiplying the daily average electric usage between two recent readings by the number of days in the billing period.

Security Deposit Interest - The monthly credit of interest accrued on a security deposit.

Important Information

If you have questions about your Potomac Edison account:
Call Customer Service at 1-800-686-0011 Monday - Friday, from 8 a.m. - 6 p.m.
Call Payment Options at 1-800-736-3401 Monday - Friday, from 8 a.m. - 6 p.m.
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For your protection, all of our employees wear Photo I.D. badges.

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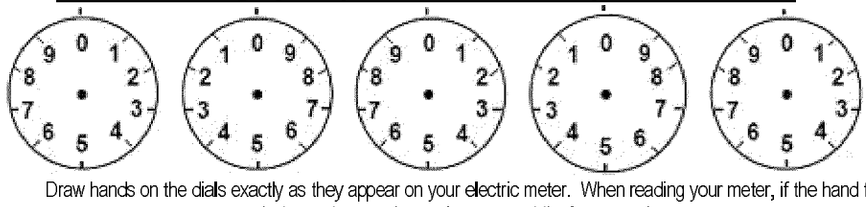
Provide reading by telephone or on-line only: DO NOT MAIL



Draw hands on the dials exactly as they appear on your electric meter. When reading your meter, if the hand falls between two numbers, always report the lower number.

If you have a **DIGITAL METER** write the numbers here: ☐ ☐ ☐ ☐ ☐

PotomacEdison
A FirstEnergy Company

Bill Based On: Actual Meter Reading, eBill

July 07, 2025

Billing Period: Jun 03 to Jul 02, 2025 for 30 days
Bill For: AMER PUB UNIV SYS INC
111 W CONGRESS ST
CHARLES TOWN WV 25414

Account Number: Redacted

Amount Due: $856.56

Due Date: July 28, 2025

To report an emergency or an outage, call 24 hours a day 1-888-544-4877.
Bill issued by: Potomac Edison, 341 White Pond Dr., Akron, OH 44320-1119
To enroll in eBill or pay your bill online, scan the QR code on the right of this bill from your mobile device or go to www.firstenergycorp.com.
For Customer Service, call 1-800-686-0011. For Payment Options, call 1-800-736-3401.

Messages

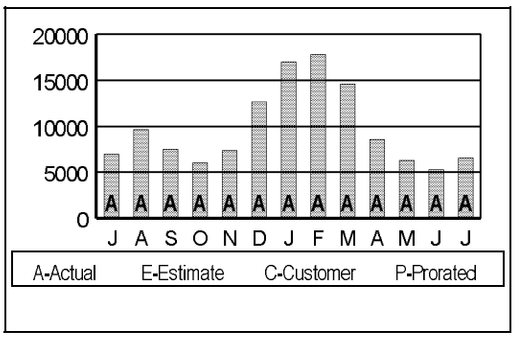
To avoid a 2.00% Late Payment Charge being added to your bill, please pay the **Amount Due** by the Due Date.

Your next meter reading is scheduled to occur on or about Aug 06, 2025.

Tree branches and shrubs – and insects that nest in vegetation – can make it difficult and, at times, unsafe for our employees to read your meter. Please be sure your meter is easily accessible by clearing the path to it and the area around it.

Additional messages, if any, can be found on back.

Usage History



Comparisons	Last Year	This Year
Average Daily Use (KWH)	225	219
Average Daily Temperature	73	75
Days in Billing Period	31	30
Last 12 Months Use (KWH)		119,120
Average Monthly Use (KWH)		9,927

Account Summary

	Amount Due
Previous Balance	659.95
Payments/Adjustments	-659.95
Balance at Billing on Jul 07, 2025	**0.00**
Potomac Edison - Consumption	**856.56**
Amount Due by Jul 28, 2025	**$856.56**

Usage Information for Meter Number S309067453

Jul 02, 2025 KWH Reading (Actual)	14,109
Jun 03, 2025 KWH Reading (Actual)	14,027
Difference	82
Multiplier	80
KWH used	6,560
Metered Load in KW	0.243
Billed Load in KW/KVA	19.4

Charges From Potomac Edison

Customer Number: Redacted
Rate: General Service PV-GSEF

Base Charge	800.88
Local Tax Surcharge	24.77
Local Tax	16.51
Environmental Control Charge	14.40
Current Consumption Bill Charges	**856.56**

Detail Payment and Adjustment Information

06/20/25 Payment	-659.95

Return this part with a check or money order payable to Potomac Edison

PotomacEdison
A FirstEnergy Company

341 White Pond Dr
Akron, OH 44320-1119

Account Number: Redacted

Amount Paid	
Amount Due	**$856.56**
Due Date	**Jul 28, 2025**

AMER PUB UNIV SYS INC
CYNTHIA L. GREENLY
111 W CONGRESS ST
CHARLES TOWN WV 25414

POTOMAC EDISON
PO BOX 371431
PITTSBURGH PA 15250-7431

Redacted 0000000000000000000000856560000856519 9

Messages (Continued)

Explanation of Terms

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Important Information

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Customers with hearing or speech impairments can contact the Telecommunications Relay Service (TRS) at 711.

For your protection, all of our employees wear Photo I.D. badges.

Electronic Check Conversion - Your check authorizes us either to make a one-time electronic funds transfer (EFT) from your account or process as a check. If you have questions about this program, call 1-866-283-8081.

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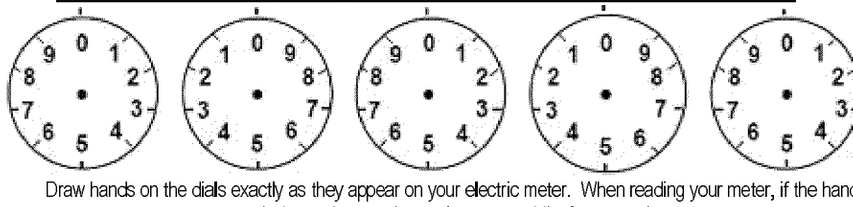

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If you have a **DIGITAL METER** write the numbers here: ☐ ☐ ☐ ☐ ☐

PotomacEdison
A FirstEnergy Company

Bill Based On: Actual Meter Reading, eBill

August 05, 2025
Account Number: Redacted

Amount Due: $892.99

Due Date: August 25, 2025

Billing Period: Jul 03 to Aug 01, 2025 for 30 days
Bill For: AMER PUB UNIV SYS INC
111 W CONGRESS ST
CHARLES TOWN WV 25414

To report an emergency or an outage, call 24 hours a day 1-888-544-4877.
Bill issued by: Potomac Edison, 341 White Pond Dr., Akron, OH 44320-1119
To enroll in eBill or pay your bill online, scan the QR code on the right of this bill from your mobile device or go to www.firstenergycorp.com.
For Customer Service, call 1-800-686-0011. For Payment Options, call 1-800-736-3401.

Messages

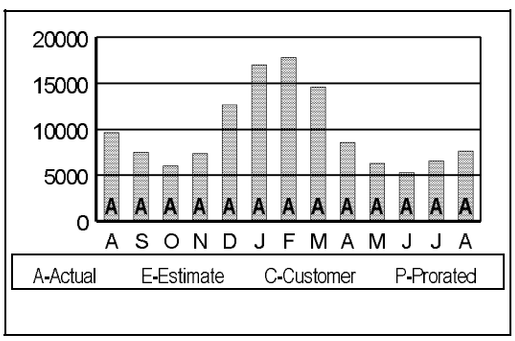
To avoid a 2.00% Late Payment Charge being added to your bill, please pay the **Amount Due** by the Due Date.

Your next meter reading is scheduled to occur on or about Sep 05, 2025.

Effective July 15, 2025, the Environmental Control Charge and ECC Normalization Surcharge have changed. Please visit www.potomacedison.com or call 1-800-686-0011 for further details.

Additional messages, if any, can be found on back.

Usage History



Comparisons	Last Year	This Year
Average Daily Use (KWH)	310	253
Average Daily Temperature	78	79
Days in Billing Period	31	30
Last 12 Months Use (KWH)		117,120
Average Monthly Use (KWH)		9,760

Account Summary

	Amount Due
Previous Balance	856.56
Payments/Adjustments	-856.56
Balance at Billing on Aug 05, 2025	**0.00**
Potomac Edison - Consumption	**892.99**
Amount Due by Aug 25, 2025	**$892.99**

Usage Information for Meter Number S309067453

Aug 01, 2025 KWH Reading (Actual)	14,204
Jul 03, 2025 KWH Reading (Actual)	14,109
Difference	95
Multiplier	80
KWH used	7,600
Metered Load in KW	0.228
Billed Load in KW/KVA	18.2

Charges From Potomac Edison

Customer Number: Redacted
Rate: General Service PV-GSEF

Base Charge	834.81
Local Tax Surcharge	25.82
Local Tax	17.21
Environmental Control Charge	15.15
Current Consumption Bill Charges	**892.99**

Detail Payment and Adjustment Information

07/22/25 Payment	-856.56

Return this part with a check or money order payable to Potomac Edison

PotomacEdison
A FirstEnergy Company

341 White Pond Dr
Akron, OH 44320-1119

Account Number: Redacted

Amount Paid	
Amount Due	$892.99
Due Date	Aug 25, 2025

AMER PUB UNIV SYS INC
CYNTHIA L. GREENLY
111 W CONGRESS ST
CHARLES TOWN WV 25414

POTOMAC EDISON
PO BOX 371431
PITTSBURGH PA 15250-7431

Redacted 00000000000000000000000892990000892925201

Messages (Continued)

Explanation of Terms

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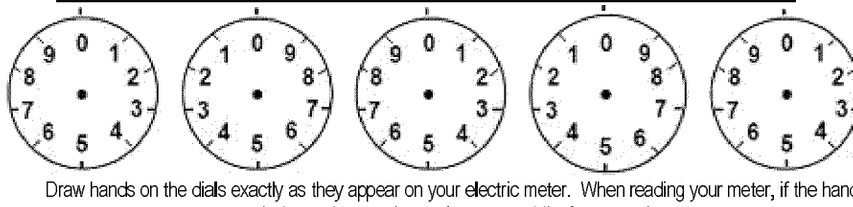

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If you have a **DIGITAL METER** write the numbers here: ☐ ☐ ☐ ☐ ☐

PotomacEdison
A FirstEnergy Company

Bill Based On: Actual Meter Reading, eBill

Billing Period: Aug 02 to Sep 02, 2025 for 32 days
Bill For: AMER PUB UNIV SYS INC
111 W CONGRESS ST
CHARLES TOWN WV 25414

September 04, 2025
Account Number: Redacted
Amount Due: $795.21
Due Date: September 24, 2025

To report an emergency or an outage, call 24 hours a day 1-888-544-4877.
Bill issued by: Potomac Edison, 341 White Pond Dr., Akron, OH 44320-1119
To enroll in eBill or pay your bill online, scan the QR code on the right of this bill from your mobile device or go to www.firstenergycorp.com.
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Messages

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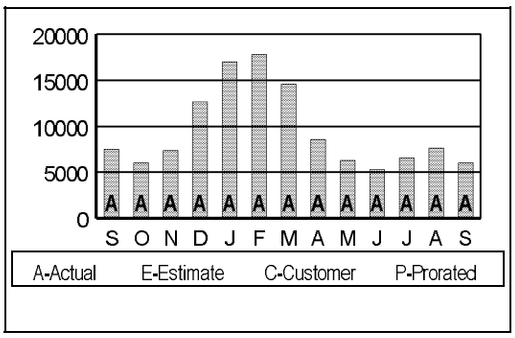
Usage History



Comparisons	Last Year	This Year
Average Daily Use (KWH)	259	188
Average Daily Temperature	73	71
Days in Billing Period	29	32
Last 12 Months Use (KWH)		115,600
Average Monthly Use (KWH)		9,633

Account Summary

	Amount Due
Previous Balance	892.99
Payments/Adjustments	-892.99
Balance at Billing on Sep 04, 2025	**0.00**
Potomac Edison - Consumption	**795.21**
Amount Due by Sep 24, 2025	**$795.21**

Usage Information for Meter Number S309067453

Sep 02, 2025 KWH Reading (Actual)	14,279
Aug 02, 2025 KWH Reading (Actual)	14,204
Difference	75
Multiplier	80
KWH used	6,000
Metered Load in KW	0.226
Billed Load in KW/KVA	18.1

Charges From Potomac Edison

Customer Number: Redacted
Rate: General Service PV-GSEF

Base Charge	743.65
Local Tax Surcharge	23.00
Local Tax	15.33
Environmental Control Charge	13.23
Current Consumption Bill Charges	**795.21**

Detail Payment and Adjustment Information

08/12/25 Payment	-892.99

Return this part with a check or money order payable to Potomac Edison

PotomacEdison
A FirstEnergy Company

341 White Pond Dr
Akron, OH 44320-1119

Account Number: Redacted

Amount Paid	
Amount Due	**$795.21**
Due Date	**Sep 24, 2025**

AMER PUB UNIV SYS INC
CYNTHIA L. GREENLY
111 W CONGRESS ST
CHARLES TOWN WV 25414

POTOMAC EDISON
PO BOX 371431
PITTSBURGH PA 15250-7431

Redacted 00000000000000000000000795210000795203

Messages (Continued)

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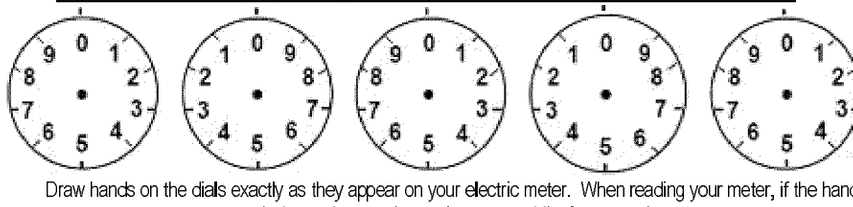

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If you have a **DIGITAL METER** write the numbers here: ☐ ☐ ☐ ☐ ☐

PotomacEdison
A FirstEnergy Company

Bill Based On: Actual Meter Reading, eBill

October 03, 2025
Account Number: Redacted

Amount Due: $555.86

Due Date: October 23, 2025

Billing Period: Sep 03 to Oct 01, 2025 for 29 days
Bill For: AMER PUB UNIV SYS INC
111 W CONGRESS ST
CHARLES TOWN WV 25414

To report an emergency or an outage, call 24 hours a day 1-888-544-4877.
Bill issued by: Potomac Edison, 341 White Pond Dr., Akron, OH 44320-1119
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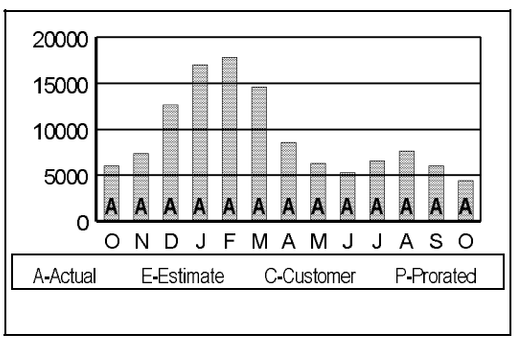
Messages

To avoid a 2.00% Late Payment Charge being added to your bill, please pay the **Amount Due** by the Due Date.

Your next meter reading is scheduled to occur on or about Nov 06, 2025.

Additional messages, if any, can be found on back.

Usage History



Comparisons	Last Year	This Year
Average Daily Use (KWH)	182	152
Average Daily Temperature	66	68
Days in Billing Period	33	29
Last 12 Months Use (KWH)		114,000
Average Monthly Use (KWH)		9,500

Account Summary

	Amount Due
Previous Balance	795.21
Payments/Adjustments	-795.21
Balance at Billing on Oct 03, 2025	**0.00**
Potomac Edison - Consumption	**555.86**
Amount Due by Oct 23, 2025	**$555.86**

Usage Information for Meter Number S309067453

Oct 01, 2025 KWH Reading (Actual)	14,334
Sep 03, 2025 KWH Reading (Actual)	14,279
Difference	55
Multiplier	80
KWH used	4,400
Metered Load in KW	0.143
Billed Load in KW/KVA	11.4

Charges From Potomac Edison

Customer Number: Redacted
Rate: General Service PV-GSEF

Base Charge	520.01
Local Tax Surcharge	16.08
Local Tax	10.72
Environmental Control Charge	9.05
Current Consumption Bill Charges	**555.86**

Detail Payment and Adjustment Information

09/23/25 Payment	-795.21

Return this part with a check or money order payable to Potomac Edison

PotomacEdison
A FirstEnergy Company

341 White Pond Dr
Akron, OH 44320-1119

Account Number: Redacted

Amount Paid	
Amount Due	$555.86
Due Date	Oct 23, 2025

AMER PUB UNIV SYS INC
CYNTHIA L. GREENLY
111 W CONGRESS ST
CHARLES TOWN WV 25414

POTOMAC EDISON
PO BOX 371431
PITTSBURGH PA 15250-7431

Redacted 00000000000000000000000555860000055582 205

Messages (Continued)

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KWH (Kilowatt Hour) - A unit of measure for electricity usage equal to 1,000 watts used for one hour.

Late Payment Charge - A one-time charge added to the bill for a current amount not paid by the due date.

Local Tax - An excise tax imposed by your municipality.

Local Tax Surcharge - A business & occupation tax imposed by your municipality.

Prorated Reading - Reading calculated by multiplying the daily average electric usage between two recent readings by the number of days in the billing period.

Security Deposit Interest - The monthly credit of interest accrued on a security deposit.

Important Information

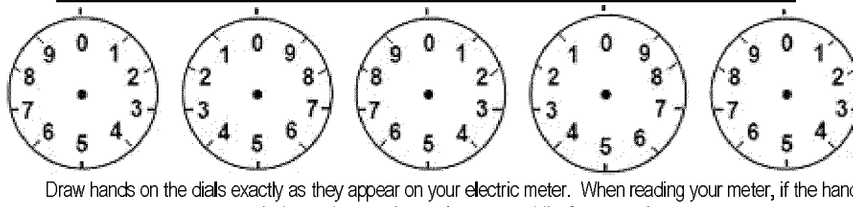
If you have questions about your Potomac Edison account:
Call Customer Service at 1-800-686-0011 Monday - Friday, from 8 a.m. - 6 p.m.
Call Payment Options at 1-800-736-3401 Monday - Friday, from 8 a.m. - 6 p.m.
Visit our website at: www.firstenergycorp.com
Write to us at: Potomac Edison, 341 White Pond Dr., Akron, OH 44320-1119
Customers with hearing or speech impairments can contact the Telecommunications Relay Service (TRS) at 711.

For your protection, all of our employees wear Photo I.D. badges.

Electronic Check Conversion - Your check authorizes us either to make a one-time electronic funds transfer (EFT) from your account or process as a check. If you have questions about this program, call 1-866-283-8081.

To provide a customer meter reading, use the dials provided and enter the reading on-line at www.firstenergycorp.com/aboutyourbill or by calling 1-800-686-0011. Say "Meter Reading" when asked "Which of these can I help you with today?" Have the date you took the reading available. If this is to avoid a scheduled estimate, please check the front of the bill for entry dates.

Provide reading by telephone or on-line only: DO NOT MAIL



Draw hands on the dials exactly as they appear on your electric meter. When reading your meter, if the hand falls between two numbers, always report the lower number.

If you have a **DIGITAL METER** write the numbers here: ☐ ☐ ☐ ☐ ☐

PO Box 4205
Lynchburg, VA 24502
Phone: 434-385-7700
Fax: 434-385-4071

Southern Air

Ticket - 930723.9.

COMPLETED

Customer: **American Public University**
111 West Congress Street
Charles Town, WV 25414
Phone #: 304-724-3767
Placed by: Mel e Dilley

Problem description:
Arrive on site, check in with customer. Locate unit on the left side of the building, Heil serial#w2f0924850. Provide labor and material to recover charge, remove the failed compressor and install new. Remove the filter drier and install new on liquid line. Purge with dry nitrogen, fill up to 250 psi and pressure test. When no leaks are confirmed blow off nitrogen. Pull a vacuum down to 500 microns and weigh in charge up to 16 lbs of

Material used

Qty	Description	P.O.
16	freon ---- 410a ---- lbs	E455130

Technician hours

Date	Tech	Start	Stop	Hours
11-20-2024	100523	07:30	17:00	9.5
11-20-2024	100718	11:30	13:30	2

Work description / Recommended additional work:
Please see attached page for work description

Unit description	Model	Serial

Refrigerant

Unit Serial #	Type	Used	Recov	Return
	410	16	15	

	Sp. Equipment:		
✔	Recovery Equipment	✔	Vacuum Pump
✔	Torch	✔	Nitrogen

Customer signature:

*** Material from PO's will be included on invoice**

TERMS: Payment due to Southern Air 2655 Lakeside Dr., Lynchburg, VA 24501 per the following: Net 30 days 18% APR charged after 30 days.
A 3% convenience fee will be added to all credit card purchases. 33.3% collection and/or attorney's fees paid to collect a balance will be paid by purchaser. Jurisdiction for any dispute shall be Lynchburg, '

PO Box 4205
Lynchburg, VA 24502
Phone: 434-385-7700
Fax: 434-385-4071

Southern Air

Ticket - 930723.9.

COMPLETED

Customer: **American Public University**
111 West Congress Street
Charles Town, WV 25414
Phone #: 304-724-3767
Placed by: Mel e Dilley

Problem description:
Arrive on site, check in with customer. Locate unit on the left side of the building, Heil serial#w2f0924850. Provide labor and material to recover charge, remove the failed compressor and install new. Remove the filter drier and install new on liquid line. Purge with dry nitrogen, fill up to 250 psi and pressure test. When no leaks are confirmed blow off nitrogen. Pull a vacuum down to 500 microns and weigh in charge up to 16 lbs of

Work description / Recommended additional work:

Arrived on site and checked in. Confirmed unit is powered off and started removing the charge. Pulled out 14.8lbs. Role with nitrogen and unsweat the compressor and installed a new one. Did the same with the filter dryer. Pressure test and found a leak. Repaired it on filter dryer joint and passed second leak check. Pulled vacuum down to 500 microns. Weighed in charge per label and ran in heat mode, unit is working good.

Amps 6.1

Outdoor 59
Heat mode liquid 315/130psi

11-20-24 KH
Assisted with removal and installation of compressor

Invoice

Southern Air, Inc.
P.O. Box 4205
Lynchburg, VA 24502
Phone/Fax (434) 385-7700 / (434) 385-4071

Date 12/05/24

Invoice # 9307239

Bill to # Redacted

AMERICAN PUBLIC UNIVERSITY SYSTEM, IN
111 WEST CONGRESS STREET
CHARLES TOWN, WV 25414

Service Location # 27146
AMERICAN PUBLIC UNIVERSITY
111 WEST CONGRESS STREET
CHARLES TOWN, WV 25414

Terms Net 30 Days **PO #** **Call #** 930723 **Salesman** 99899-Aaron Lewis

Description	Amount
SERVICES PROVIDED	
J JOBS POSTED ON CONSTRUCTION	
Qty: 1 PROJECT COMMERCIAL	
Material / **Quantity** / **Description**	
QUOTED PROJECT / 1.0000 / QUOTED PROJECT	4,553.01

WORK DESCRIPTION

Left side of the building, Heil serial#W2F0924850. Recover charge, remove the failed compressor and install new. Remove the filter drier and install new on liquid line. Purge with dry nitrogen, fill up to 250 psi and pressure test. When no leaks are confirmed blow off nitrogen. Pull a vacuum down to 500 microns and weigh in charge up to 16 lbs of new R410a. Return to service and confirm proper operation
Service Completed: 11-20-2024
Ticket Signed by: Customer

RECOMMENDATIONS

Payment due to Southern Air Inc. PO Box 4205 Lakeside Dr., Lynchburg, VA 24502 per the following Net 30 days. 18% APR charged after 30 days. 3% convenience fee will be added to all credit card purchases. 33.3% collection and/or attorney's fees will be paid by purchaser.

SUB TOTAL	**4,553.01**
SALES TAX	**318.71**
TOTAL $	**4,871.72**

Detach and Return Bottom Portion With Payment

Southern Air, Inc.
P.O. Box 4205
Lynchburg, VA 24502

Account # Redacted
Invoice # 9307239

Total Amount Due 4,871.72

Service Location # 27146
AMERICAN PUBLIC UNIVERSITY
111 WEST CONGRESS STREET
CHARLES TOWN, WV 25414

Terms:

Payment due to Southern Air, Inc. PO Box 4205 Lakeside Dr., Lynchburg, VA 24502 per the following. Net 30 days. 18% APR charged after 30 days. 3% convenience fee will be added to all credit card purchases. 33.3% collection and/or attorney's fees will be paid by purchaser.

AMENDMENT TO
JANITORIAL SERVICES AGREEMENT

This Amendment to Janitorial Services Agreement (the "Amendment") is made and entered into effective as of July 8,2025 by and between American Public Education Inc., a Delaware Corporation (the "Client"), and ABM Industry Groups, LLC (the "Contractor").

RECITALS

WHEREAS, Client and Contractor are parties to that certain Janitorial Services Agreement dated the 10th day of October 2022 (the "Agreement"), wherein Contractor agreed to provide certain janitorial and related services; and

WHEREAS, the parties desire to amend the Agreement to reflect a change in services of the term;

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is acknowledged by the parties, Client and Contractor hereby amend the Agreement as follows:

AMENDMENT

1. Incorporation of Recitals. The above recitals are hereby incorporated into this Amendment as though fully set forth herein.

2. Term. The Agreement is extended through October 09,2025 at 11:59 pm EST.

3. Exhibit A - Scope of Services Janitorial Services will be amended for the following locations:

(a) CDU (300) space that's leased will stay the same. Service with cleaning on Wednesdays and Fridays.
(b) Guest quarters (216) will be serviced once per week with a full cleaning. We can decide on a day of service once we make adjustments. Additional cleaning can be completed as requested due to guest usage.
(c) Etter Hall / Executive offices (111) will be serviced as needed.
(d) IT/Security (303) Building to be serviced daily.

(e) Note: all weekly services will be a full cleaning in any space, office, suite or building.
(f) Monthly cost will be $11387.00 plus WV tax through October 09, 2025.

3. Counterparts. This Amendment may be signed in any number of counterparts, and all such signatures shall be taken together as one document. Faxed signatures or signatures transmitted by email or other electronic means shall be binding for all purposes.

4. Definitions. Except as otherwise provided herein, the capitalized terms used in this Amendment shall have the definitions set forth in the Agreement.

5. Incorporation. This Amendment shall be incorporated into and made a part of the Agreement, and all provisions of the Agreement not expressly modified or amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed on the day and year first written above.

CLIENT:

American Public Education Inc.

By: Christopher m. Lowe
Christopher m. Lowe (Jun 17, 2025 18:55 EDT)
Name: Christopher m. Lowe
Title: Vice President of Real Estate

CONTRACTOR:

ABM INDUSTRY GROUPS, LLC

By:
Name: James Wills
Title: Regional Director

ABM Industry Groups - Amendment to Janitorial Services Agreement

Final Audit Report 2025-06-17

Created:	2025-06-10
By:	APEI PURCHASING (purchasing@apus.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAAS6J0F8haj3RQ-Rhg8OLeggnewEG-qnyt

"ABM Industry Groups - Amendment to Janitorial Services Agreement" History

Document created by APEI PURCHASING (purchasing@apus.edu)
2025-06-10 - 6:38:01 PM GMT- IP address: 155.190.9.5

Document emailed to clowe@apei.com for signature
2025-06-10 - 6:38:54 PM GMT

Email viewed by clowe@apei.com
2025-06-10 - 6:42:26 PM GMT- IP address: 174.197.75.51

Email viewed by clowe@apei.com
2025-06-13 - 8:12:09 PM GMT- IP address: 129.222.159.19

Email viewed by clowe@apei.com
2025-06-17 - 7:36:20 PM GMT- IP address: 134.238.215.162

Signer clowe@apei.com entered name at signing as Christopher m. Lowe
2025-06-17 - 10:55:49 PM GMT- IP address: 155.190.17.6

Document e-signed by Christopher m. Lowe (clowe@apei.com)
Signature Date: 2025-06-17 - 10:55:51 PM GMT - Time Source: server- IP address: 155.190.17.6

Agreement completed.
2025-06-17 - 10:55:51 PM GMT

apei AMERICAN PUBLIC EDUCATION, INC.
Powered by Adobe Acrobat Sign

431 W. Burr Blvd. ◆ Kearneysville, WV 25430
Phone: (304)-725-4263 ◆ Toll Free: (888)-596-4263 ◆ Fax: (304)-724-8073
www.R-LLandscapes.com

American Public University System, Inc.
Attn. Mel Dilley
111 West Congress St.
Charles Town, WV 25414

Email: mdilley@apei.com
Phone: 304-885-5299

RE: American Public University System

Service Contract 2025

Properties to be maintained (included in Monthly invoice):

- 111 W. Congress St.- $5,000/year
- 216 S. George St.- $6,000/year
- 300 S. George St.- $6,000/year
- 330 S. George St.- $5,000/year
- 393 N. Lawrence St. – Finance Center- $5,000/year
- 406 S. Buchannon St.- $1,977/year
- 303 W. Third Street- $8,000/year

Spring Clean-up

During the spring months, one general landscape clean-up will occur. This service will include the following:

- Removal of landscape debris that has accumulated over the winter months
- Pruning to remove deadwood from plant material up to a height that can be reached with a pole pruner.
- Removal of excessive mulch build-up in beds and tree pits as deemed as necessary by contractor. Excessive mulch to detrimental to plant health as it encourages insects, disease, and root growth in mulch.
- Edging of all beds and tree wells to depth of one to two inches. All tree rings and bed lines should be maintained as smooth continuous lines.
- Application of a pre-emergent weed control to all mulched areas and groundcover beds.

Thank you for your business!

R&L Landscapes, Inc.
431 W Burr Blvd
Kearneysville, WV 25430

Invoice

Date	Invoice #
5/1/2025	20628

Bill To

American Public University System
Attn. Accounts Payable
111 West Congress St.
Charles Town, WV 25414

Project	Due Date
	5/16/2025

Description	Quantity	Rate	Amount
Contract Payment #3 of 12 PO 008393		3,081.41	3,081.41T

Thank you for your business.

Website: www.R-LLandscapes.com

Sales Tax (7.0%)	$215.69
Total	$3,297.10

Phone #	Fax #	E-mail
304-725-4263	304-724-8073	office@r-llandscapes.com

R&L Landscapes, Inc.
431 W Burr Blvd
Kearneysville, WV 25430

Invoice

Date	Invoice #
6/1/2025	20740

Bill To

American Public University System
Attn. Accounts Payable
111 West Congress St.
Charles Town, WV 25414

Project	Due Date
	6/20/2025

Description	Quantity	Rate	Amount
Contract Payment #4 of 12 PO 008393		3,081.41	3,081.41T

Thank you for your business.

Sales Tax (7.0%) $215.69

Website: www.R-LLandscapes.com

Total $3,297.10

Phone #	Fax #	E-mail
304-725-4263	304-724-8073	office@r-llandscapes.com

R&L Landscapes, Inc.
431 W Burr Blvd
Kearneysville, WV 25430

Invoice

Date	Invoice #
7/1/2025	20859

Bill To

American Public University System
Attn. Accounts Payable
111 West Congress St.
Charles Town, WV 25414

Project	Due Date
	7/18/2025

Description	Quantity	Rate	Amount
Contract Payment #5 of 12 PO 008393		3,081.41	3,081.41T
Removal of Property on current contract Starting July 2025- 330 S. George St.- $416.66/ Month		-416.66	-416.66T
Removal of Property on current contract-393 N. Lawrence St. Starting July 2025- Finance Center- $416.66/Month		-416.66	-416.66T

Thank you for your business.

Sales Tax (7.0%) $157.37

Website: www.R-LLandscapes.com

Total $2,405.46

Phone #	Fax #	E-mail
304-725-4263	304-724-8073	office@r-llandscapes.com

R&L Landscapes, Inc.
431 W Burr Blvd
Kearneysville, WV 25430

Invoice

Date	Invoice #
8/1/2025	20975

Bill To

American Public University System
Attn. Accounts Payable
111 West Congress St.
Charles Town, WV 25414

Project	Due Date
	8/15/2025

Description	Quantity	Rate	Amount
Contract Payment #6 of 12 PO 008393		3,081.41	3,081.41T
Removal of Property on current contract Starting July 2025- 330 S. George St.- $416.66/ Month		-416.66	-416.66T
Removal of Property on current contract-393 N. Lawrence St. Starting July 2025- Finance Center- $416.66/Month		-416.66	-416.66T

Thank you for your business.

Sales Tax (7.0%) $157.37

Website: www.R-LLandscapes.com

Total $2,405.46

Phone #	Fax #	E-mail
304-725-4263	304-724-8073	office@r-llandscapes.com

R&L Landscapes, Inc.
431 W Burr Blvd
Kearneysville, WV 25430

Invoice

Date	Invoice #
9/1/2025	21104

Bill To

American Public University System
Attn. Accounts Payable
111 West Congress St.
Charles Town, WV 25414

Project	Due Date
	9/19/2025

Description	Quantity	Rate	Amount
Contract Payment #7 of 12 PO 008393		3,081.41	3,081.41T
Removal of Property on current contract Starting July 2025- 330 S. George St.- $416.66/ Month		-416.66	-416.66T
Removal of Property on current contract-393 N. Lawrence St. Starting July 2025- Finance Center- $416.66/Month		-416.66	-416.66T

Thank you for your business.

Sales Tax (7.0%) $157.37

Website: www.R-LLandscapes.com

Total $2,405.46

Phone #	Fax #	E-mail
304-725-4263	304-724-8073	office@r-llandscapes.com

R&L Landscapes, Inc.
431 W Burr Blvd
Kearneysville, WV 25430

Invoice

Date	Invoice #
10/1/2025	21218

Bill To

American Public University System
Attn. Accounts Payable
111 West Congress St.
Charles Town, WV 25414

Project	Due Date
	10/17/2025

Description	Quantity	Rate	Amount
Contract Payment #8 of 12 PO 008393		3,081.41	3,081.41T
Removal of Property on current contract Starting July 2025- 330 S. George St.- $416.66/ Month		-416.66	-416.66T
Removal of Property on current contract-393 N. Lawrence St. Starting July 2025- Finance Center- $416.66/Month		-416.66	-416.66T

Thank you for your business.

Sales Tax (7.0%) $157.37

Website: www.R-LLandscapes.com

Total $2,405.46

Phone #	Fax #	E-mail
304-725-4263	304-724-8073	office@r-llandscapes.com

Redacted

Purchase Order Number	Invoice Date	Invoice Number	Invoice Amount	Payment Due Date
	04/12/25	41223951	$429.33	05/01/25

Johnson Controls

Nature Of Service: Quarterly Billing

Current Charges:

05/01/25 - 07/31/25
Recurring Service
Amount: $401.24 Tax: $28.09 $429.33

Total Balance Due: $429.33

Did you know... Failure to include your invoice could cause a delay in processing your payment.

Don't Forget to Include the Following With Your Payment:
Customer Number
Invoice Number

Note any credit(s) and payment(s) open on your account may be applied to a non-disputed past due balance.

Late Fee Policy: A late fee of 1.5% (or highest rate permitted by law, if less) per month will be assessed on the unpaid Total Balance Due when more than 30 days past due.

Customer Number:
Redacted
Business/Account Name:
AMERICAN PUBLIC

Service Address:
111 W Congress St
University System Inc
Charles Town, WV 25414-1621

For Questions: 1-800-289-2647 Opt 5
Sales/Relocation: 1-800-289-2647 Opt 5
Monitoring/Service: 1-800-289-2647 Opt 5

►►► SEE BACK FOR ►►► PAYMENT INFORMATION

Visit
https://datasource.johnsoncontrols.com/
to enroll in automatic payment options.

TEST YOUR ALARM SYSTEM MONTHLY TO CONFIRM YOUR SYSTEM IS OPERATIONAL

97

loz

Johnson Controls Security Solutions
5920 Castleway West Drive
Indianapolis, IN 46250

7502 6000 N0 D0 13 04132025 NNNNNNNN 0005245 Non-Q 1 oz.

#BWNKFYG
#960207931003107#
AMERICAN PUBLIC
303 W 3RD AVE
UNIVERSITY SYSTEM INC
RANSON, WV 25438-1000

Invoice Number: 41223951
Invoice Date: 04/12/25
Customer Number: Redacted
Due Date: 05/01/25

Please Pay This Amount $429.33

Amount Enclosed: $ _____

▼ MAIL PAYMENT TO ▼

Johnson Controls Security Solutions
P.O. Box 371967
Pittsburgh, PA 15250-7967

Payment Coupon Please detach and enclose this coupon with your payment. Do not send cash. Please write your customer number on your check or money order and make payable to: **Johnson Controls Security Solutions**

☐ If you want to make any changes to your billing or service account information, please check here and enter the new information on the back of this invoice.

Redacted 00041223951005012500004293300004293 3 220

Due to increasing credit card processing costs, we impose a surcharge* on the total transaction amount on credit card transactions of 2.6%, which is not greater than our credit card processing fee. We do not surcharge debit cards.

***Due to statutory restrictions, we do not impose a surcharge on customers located in Connecticut, Maine, Massachusetts, New York or Colorado.**

To Remit via ACH/Wire Transfer:

Account Name:
Johnson Controls Security Solutions LLC

Account Number:
Redacted

Account Type:
Checking

Transit Routing Number:
Redacted
BNY Mellon, NA
500 Ross Street Pittsburgh, PA 15262-0001

Remit address:
remit@jci.com or ACH CTX

Johnson Controls

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MY BILLING INFORMATION IS INCORRECT. PLEASE CHANGE IT TO:
If you are moving, please do not complete this section. Please contact us at 1.800.289.2647.

JOHNSON CONTROLS SECURITY SOLUTIONS CUSTOMER NUMBER

BUSINESS/ACCOUNT NAME

BILLING ADDRESS

CITY ST ZIP

BILLING LOCATION PHONE — —

BILLING LOCATION FAX — —

SERVICE LOCATION PHONE — —

EMAIL ADDRESS

For your convenience, you may mail the completed form to the following address:
Johnson Controls Security Solutions, Attn: Billing Dept 5920 Castleway West Dr. Indianapolis, IN 46250-1957

AUTHORIZED SIGNATURE (**REQUIRED**) DATE PRINT NAME

7502 6000 N0 D0 13 07132025 0005290 001

P00008-0008884

Purchase Order Number	Invoice Date	Invoice Number	Invoice Amount	Payment Due Date
	07/12/25	41509308	$429.33	Upon Receipt

Johnson Controls

Nature Of Service: Quarterly Billing

Current Charges:

08/01/25 - 10/31/25
Recurring Service
Amount: $401.24 Tax: $28.09 $429.33

Total Balance Due: $429.33

Did you know... Failure to include your invoice could cause a delay in processing your payment.

Don't Forget to Include the Following With Your Payment:
Customer Number
Invoice Number

Note any credit(s) and payment(s) open on your account may be applied to a non-disputed past due balance.

Late Fee Policy: A late fee of 1.5% (or highest rate permitted by law, if less) per month will be assessed on the unpaid Total Balance Due when more than 30 days past due.

Customer Number: Redacted
Business/Account Name:
AMERICAN PUBLIC

Service Address:
111 W Congress St
University System Inc
Charles Town, WV 25414-1621

For Questions: 1-800-289-2647 Opt 5
Sales/Relocation: 1-800-289-2647 Opt 5
Monitoring/Service: 1-800-289-2647 Opt 5

►►► SEE BACK FOR ►►► PAYMENT INFORMATION

Visit https://datasource.johnsoncontrols.com/ to enroll in automatic payment options.

TEST YOUR ALARM SYSTEM MONTHLY TO CONFIRM YOUR SYSTEM IS OPERATIONAL

97

loz

Johnson Controls Security Solutions
5920 Castleway West Drive
Indianapolis, IN 46250

7502 6000 N0 D0 13 07132025 NNNNNNNN 0005290 Non-Q 1 oz.

#BWNKFYG
#960207931003107#
AMERICAN PUBLIC
303 W 3RD AVE
UNIVERSITY SYSTEM INC
RANSON, WV 25438-1000

Invoice Number: 41509308
Invoice Date: 07/12/25
Customer Number: Redacted
Due Date: Upon Receipt

Please Pay This Amount $429.33

Amount Enclosed: $ _____

▼ MAIL PAYMENT TO ▼

Johnson Controls Security Solutions
P.O. Box 371967
Pittsburgh, PA 15250-7967

Payment Coupon Please detach and enclose this coupon with your payment. Do not send cash. Please write your customer number on your check or money order and make payable to: **Johnson Controls Security Solutions**

☐ If you want to make any changes to your billing or service account information, please check here and enter the new information on the back of this invoice.

Redacted 00041509308008012500004293300004293312222

Due to increasing credit card processing costs, we impose a surcharge* on the total transaction amount on credit card transactions of 2.6%, which is not greater than our credit card processing fee. We do not surcharge debit cards.

***Due to statutory restrictions, we do not impose a surcharge on customers located in Connecticut, Maine, Massachusetts, New York or Colorado.**

To Remit via ACH/Wire Transfer:

Account Name:
Johnson Controls Security Solutions LLC

Account Number:
Redacted

Account Type:
Checking

Transit Routing Number:
Redacted
BNY Mellon, NA
500 Ross Street Pittsburgh, PA 15262-0001

Remit address:
remit@jci.com or ACH CTX

Johnson Controls

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MY BILLING INFORMATION IS INCORRECT. PLEASE CHANGE IT TO:
If you are moving, please do not complete this section. Please contact us at 1.800.289.2647.

JOHNSON CONTROLS SECURITY SOLUTIONS CUSTOMER NUMBER

BUSINESS/ACCOUNT NAME

BILLING ADDRESS

CITY | ST | ZIP

BILLING LOCATION PHONE | BILLING LOCATION FAX

SERVICE LOCATION PHONE

EMAIL ADDRESS

For your convenience, you may mail the completed form to the following address:
Johnson Controls Security Solutions, Attn: Billing Dept 5920 Castleway West Dr. Indianapolis, IN 46250-1957

AUTHORIZED SIGNATURE (**REQUIRED**) DATE PRINT NAME

7502 6000 N0 D0 13 07132025 0005290 002

P00008-0000888

Service Address:
111 W Congress St
University System Inc
Charles Town, WV 25414-1621

Statement Date: 07/14/25

Total Due: $1,935.82

Johnson Controls

Accounts Receivable Statement

Customer Number: Redacted

For Questions: 1-800-289-2647 Opt 5
Sales/Relocation: 1-800-289-2647 Opt 5
Monitoring/Service: 1-800-289-2647 Opt 5

Due Date	Invoice Number	Invoice Description	Purchase Order#	Amount	Payment Attached
08/09/25	41465273	Installation Charge	NO PO	$1,935.82	☐

Total Balance Due: $1,935.82

If you have recently paid these invoice(s), deduct that amount and remit the remaining balance. If original invoices are not available, please indicate what you are paying by checking the box to the right of the invoice(s) and sending this entire document with your payment.

Note any credit(s) and payment(s) open on your account may be applied to a non-disputed past due balance.

NOTE: The accompanying invoice you received is not included on this statement. Please use the payment coupon from that invoice when submitting payment.

Current	1-30 Days	31-60 Days	61-90 Days	91 + Days	Total Due
	$0.00	$0.00	$0.00	$0.00	$1,935.82

Johnson Controls Security Solutions
5920 Castleway West Drive
Indianapolis, IN 46250

Customer Number: Redacted
Statement Date: 07/14/25

Please Pay This Amount: $1,935.82

Amount Enclosed: $_____

#BWNKFYG
#960207931003107#
AMERICAN PUBLIC
303 W 3RD AVE
UNIVERSITY SYSTEM INC
RANSON, WV 25438-1000

▼ MAIL PAYMENT TO ▼

Johnson Controls Security Solutions
P.O. Box 371967
Pittsburgh, PA 15250-7967

To ensure proper payment application, please remit payment with original invoice payment coupons. If original invoices are not available, please indicate the invoices you are paying by checking the box(s) above and sending this entire statement with your payment.

Redacted 0004150930800801250001935820001935821224

Due to increasing credit card processing costs, we impose a surcharge* on the total transaction amount on credit card transactions of 2.6%, which is not greater than our credit card processing fee. We do not surcharge debit cards.

***Due to statutory restrictions, we do not impose a surcharge on customers located in Connecticut, Maine, Massachusetts, New York or Colorado.**

To Remit via ACH/Wire Transfer:

Account Name:
Johnson Controls Security Solutions LLC

Account Number:
Redacted

Account Type:
Checking

Transit Routing Number:
Redacted
BNY Mellon, NA
500 Ross Street Pittsburgh, PA 15262-0001

Remit address:
remit@jci.com or ACH CTX

Johnson Controls

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If you are moving, please do not complete this section. Please contact us at 1.800.289.2647.

JOHNSON CONTROLS SECURITY SOLUTIONS CUSTOMER NUMBER

BUSINESS/ACCOUNT NAME

BILLING ADDRESS

CITY | ST | ZIP

BILLING LOCATION PHONE | BILLING LOCATION FAX

SERVICE LOCATION PHONE

EMAIL ADDRESS

For your convenience, you may mail the completed form to the following address:
Johnson Controls Security Solutions, Attn: Billing Dept 5920 Castleway West Dr. Indianapolis, IN 46250-1957

AUTHORIZED SIGNATURE (**REQUIRED**) DATE PRINT NAME

REPUBLIC SERVICES

403 Lenoir Dr
Winchester VA 22603-460505

Billing & Sales (800) 952-9888
Customer Service (540) 667-7474
RepublicServices.com/Support

Important Information
Thanks for being a loyal customer and for trusting us to handle your recycling and waste needs responsibly while protecting our Blue Planet.

Account Number	Redacted
Invoice Number	0976-000623944
Invoice Date	April 26, 2025
Past Due on 04/26/25	**$3,330.42**
Payments/Adjustments	-$2,855.29
Current Invoice Charges	**$227.45**

Total Amount Due	**Payment Due Date**
$702.58	**Past Due**

PAYMENTS/ADJUSTMENTS

Description	Reference	Amount
Payment - Thank You 04/14	572354	-$2,855.29

CURRENT INVOICE CHARGES

Description	Reference	Quantity	Unit Price	Amount
American Public University 111 W Congress St PO PO005379 Charles Town, WV Contract: Wv Frf (C1) 1 Waste Container 6 Cu Yd, 1 Lift Per Week				
Pickup Service 05/01-05/31			$212.89	$212.89
Total Fuel Recovery Fee				$14.56
CURRENT INVOICE CHARGES, Due by May 16, 2025				**$227.45**

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Past Due	30 Days	60 Days	90+ Days
	$475.13	$0.00	$0.00

REPUBLIC SERVICES

403 Lenoir Dr
Winchester VA 22603-460505

Return Service Requested

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Total Enclosed

Total Amount Due	**$702.58**
Payment Due Date	**Past Due**
Account Number	Redacted
Invoice Number	**0976-000623944**

☐ For Billing Address Changes, Check Box and Complete Reverse.

Make Checks Payable To:

AMERICAN PUBLIC UNIVERSITY
ACCOUNTS PAYABLE
111 W CONGRESS ST
CHARLES TOWN WV 25414-1621

REPUBLIC SERVICES #976
FOR BFI WASTE SERVICES, LLC
PO BOX 71068
CHARLOTTE NC 28272-1068

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Responsible Party
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Residential Customers
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Check Processing
When you provide a check as payment, you authorize us to use information from your check to make a one-time electronic fund transfer from your account. When we make an electronic transfer, funds may be withdrawn from your account the same day we receive your payment or check and you will not receive your check back from your financial institution.

Cancellation & Payment Policy
Unless prohibited by applicable law, regulation, or franchise or other agreement: (1) we reserve the right to require that payment for services be made only by check, credit card or money order; and (2) if service is canceled during a billing cycle, you will remain responsible for all charges, fees and taxes through the end of the billing cycle. You will not be entitled to proration of billing or a refund for the period between the notice of termination and the end of the current billing cycle.

Understanding Our Rates, Charges and Fees
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IMPORTANT INFORMATION

(Continued from Page 1)

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BILLING ADDRESS CHANGE

Address		
City	State	Zip Code
Phone	Alternate Phone	

REPUBLIC SERVICES

403 Lenoir Dr
Winchester VA 22603-460505

Billing & Sales (800) 952-9888
Customer Service (540) 667-7474
RepublicServices.com/Support

Important Information
Thanks for being a loyal customer and for trusting us to handle your recycling and waste needs responsibly while protecting our Blue Planet.

Account Number	Redacted
Invoice Number	0976-000627968
Invoice Date	May 26, 2025
Previous Balance	$702.58
Payments/Adjustments	-$702.58
Current Invoice Charges	**$623.34**

Total Amount Due	**Payment Due Date**
$623.34	**June 15, 2025**

PAYMENTS/ADJUSTMENTS

Description	Reference	Amount
Payment - Thank You 05/02	573268	-$475.13
Payment - Thank You 05/27	573900	-$227.45

CURRENT INVOICE CHARGES

Description	Reference	Quantity	Unit Price	Amount
American Public University 111 W Congress St PO PO005379				
Charles Town, WV Contract: Wv Frf (C1)				
1 Waste Container 6 Cu Yd, 1 Lift Per Week				
Pickup Service 06/01-06/30			$212.89	$212.89
American Pub Univ <t> 406 S Buchannan St CSA A912071702				
Ranson, WV Contract: Wv Frf (C1)				
1 Waste Container 30 Cu Yd, On Call Service				
Disposal/Recycling 05/06	989260	2.1100Tons		$173.55
Receipt Number 59545				
Pickup Service 05/06	Burride	1.0000	$197.00	$197.00
Receipt Number 59545				
Total Fuel Recovery Fee				$39.90
CURRENT INVOICE CHARGES				**$623.34**

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REPUBLIC SERVICES

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Return Service Requested

Total Amount Due	**$623.34**
Payment Due Date	**June 15, 2025**
Account Number	Redacted
Invoice Number	**0976-000627968**

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Make Checks Payable To:

AMERICAN PUBLIC UNIVERSITY
ACCOUNTS PAYABLE
111 W CONGRESS ST
CHARLES TOWN WV 25414-1621

REPUBLIC SERVICES #976
FOR BFI WASTE SERVICES, LLC
PO BOX 71068
CHARLOTTE NC 28272-1068

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Check Processing
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Cancellation & Payment Policy
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Understanding Our Rates, Charges and Fees
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Address		
City	State	Zip Code
Phone	Alternate Phone	

REPUBLIC SERVICES

403 Lenoir Dr
Winchester VA 22603-460505

Billing & Sales (800) 952-9888
Customer Service (540) 667-7474
RepublicServices.com/Support

Important Information
Thanks for being a loyal customer and for trusting us to handle your recycling and waste needs responsibly while protecting our Blue Planet.

Account Number	Redacted
Invoice Number	0976-000630337
Invoice Date	June 26, 2025
Previous Balance	$623.34
Payments/Adjustments	-$623.34
Current Invoice Charges	**$468.68**

Total Amount Due	**Payment Due Date**
$468.68	**July 16, 2025**

PAYMENTS/ADJUSTMENTS

Description	Reference	Amount
Payment - Thank You 06/23	575285	-$623.34

CURRENT INVOICE CHARGES

Description	Reference	Quantity	Unit Price	Amount
American Public University 111 W Congress St PO PO005379				
Charles Town, WV Contract: Wv Frf (C1)				
1 Waste Container 6 Cu Yd, 1 Lift Per Week				
Pickup Service 07/01-07/31			$212.89	$212.89
American Pub Univ <t> 406 S Buchannan St CSA A912071702				
Ranson, WV Contract: Wv Frf (C1)				
1 Waste Container 30 Cu Yd, On Call Service				
Disposal/Recycling 05/29	993719	.3500Ton		$28.79
Pickup Service 05/29		1.0000	$197.00	$197.00
Total Fuel Recovery Fee				$30.00
CURRENT INVOICE CHARGES				**$468.68**

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Total Enclosed

Return Service Requested

Total Amount Due	**$468.68**
Payment Due Date	**July 16, 2025**
Account Number	Redacted
Invoice Number	**0976-000630337**

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Make Checks Payable To:

AMERICAN PUBLIC UNIVERSITY
ACCOUNTS PAYABLE
111 W CONGRESS ST
CHARLES TOWN WV 25414-1621

REPUBLIC SERVICES #976
FOR BFI WASTE SERVICES, LLC
PO BOX 71068
CHARLOTTE NC 28272-1068

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Responsible Party
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Check Processing
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Cancellation & Payment Policy
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IMPORTANT INFORMATION

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BILLING ADDRESS CHANGE

Address		
City	State	Zip Code
Phone	Alternate Phone	

REPUBLIC SERVICES

403 Lenoir Dr
Winchester VA 22603-460505

Billing & Sales (800) 952-9888
Customer Service (540) 667-7474
RepublicServices.com/Support

Important Information
Thanks for being a loyal customer and for trusting us to handle your recycling and waste needs responsibly while protecting our Blue Planet.

Account Number	Redacted
Invoice Number	0976-000632258
Invoice Date	July 26, 2025
Previous Balance	$468.68
Payments/Adjustments	-$468.68
Current Invoice Charges	**$227.17**

Total Amount Due	**Payment Due Date**
$227.17	**August 15, 2025**

PAYMENTS/ADJUSTMENTS

Description	Reference	Amount
Payment - Thank You 07/21	575855	-$468.68

CURRENT INVOICE CHARGES

Description	Reference	Quantity	Unit Price	Amount
American Public University 111 W Congress St PO PO005379 Charles Town, WV Contract: Wv Frf (C1) 1 Waste Container 6 Cu Yd, 1 Lift Per Week				
Pickup Service 08/01-08/31			$212.89	$212.89
Total Fuel Recovery Fee				$14.28
CURRENT INVOICE CHARGES				**$227.17**

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REPUBLIC SERVICES

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Winchester VA 22603-460505

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Total Enclosed

Return Service Requested

Total Amount Due	**$227.17**
Payment Due Date	**August 15, 2025**
Account Number	Redacted
Invoice Number	**0976-000632258**

☐ For Billing Address Changes, Check Box and Complete Reverse.

Make Checks Payable To:

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111 W CONGRESS ST
CHARLES TOWN WV 25414-1621

REPUBLIC SERVICES #976
FOR BFI WASTE SERVICES, LLC
PO BOX 71068
CHARLOTTE NC 28272-1068

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Responsible Party
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Cancellation & Payment Policy
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IMPORTANT INFORMATION

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REPUBLIC SERVICES

403 Lenoir Dr
Winchester VA 22603-460505

Billing & Sales (800) 952-9888
Customer Service (540) 667-7474
RepublicServices.com/Support

Important Information
Thanks for being a loyal customer and for trusting us to handle your recycling and waste needs responsibly while protecting our Blue Planet.

Account Number	Redacted
Invoice Number	0976-000634348
Invoice Date	August 26, 2025
Previous Balance	$227.17
Payments/Adjustments	-$227.17
Current Invoice Charges	**$227.17**

Total Amount Due	**Payment Due Date**
$227.17	**September 15, 2025**

PAYMENTS/ADJUSTMENTS

Description	Reference	Amount
Payment - Thank You 08/09	576441	-$227.17

CURRENT INVOICE CHARGES

Description	Reference	Quantity	Unit Price	Amount
American Public University 111 W Congress St PO PO005379				
Charles Town, WV Contract: Wv Frf (C1)				
1 Waste Container 6 Cu Yd, 1 Lift Per Week				
Pickup Service 09/01-09/30			$212.89	$212.89
Total Fuel Recovery Fee				$14.28
CURRENT INVOICE CHARGES				**$227.17**

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REPUBLIC SERVICES

403 Lenoir Dr
Winchester VA 22603-460505

Thank You For Choosing Paperless

Total Enclosed

Return Service Requested

Total Amount Due	**$227.17**
Payment Due Date	**September 15, 2025**
Account Number	Redacted
Invoice Number	**0976-000634348**

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Make Checks Payable To:

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111 W CONGRESS ST
CHARLES TOWN WV 25414-1621

REPUBLIC SERVICES #976
FOR BFI WASTE SERVICES, LLC
PO BOX 71068
CHARLOTTE NC 28272-1068

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Responsible Party
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City	State	Zip Code
Phone	Alternate Phone	

REPUBLIC SERVICES

403 Lenoir Dr
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Billing & Sales (800) 952-9888
Customer Service (540) 667-7474
RepublicServices.com/Support

Important Information
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Account Number	Redacted
Invoice Number	0976-000636723
Invoice Date	September 26, 2025
Previous Balance	$227.17
Payments/Adjustments	-$227.17
Current Invoice Charges	**$227.17**

Total Amount Due	**Payment Due Date**
$227.17	**October 16, 2025**

PAYMENTS/ADJUSTMENTS

Description	Reference	Amount
Payment - Thank You 09/18	577502	-$227.17

CURRENT INVOICE CHARGES

Description	Reference	Quantity	Unit Price	Amount
American Public University 111 W Congress St PO PO005379				
Charles Town, WV Contract: Wv Frf (C1)				
1 Waste Container 6 Cu Yd, 1 Lift Per Week				
Pickup Service 10/01-10/31			$212.89	$212.89
Total Fuel Recovery Fee				$14.28
CURRENT INVOICE CHARGES				**$227.17**

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REPUBLIC SERVICES

403 Lenoir Dr
Winchester VA 22603-460505

Return Service Requested

Thank You For Choosing Paperless

Total Enclosed

Total Amount Due	**$227.17**
Payment Due Date	**October 16, 2025**
Account Number	Redacted
Invoice Number	**0976-000636723**

☐ For Billing Address Changes, Check Box and Complete Reverse.

Make Checks Payable To:

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ACCOUNTS PAYABLE
111 W CONGRESS ST
CHARLES TOWN WV 25414-1621

REPUBLIC SERVICES #976
FOR BFI WASTE SERVICES, LLC
PO BOX 71068
CHARLOTTE NC 28272-1068

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All waste services are managed, performed, and billed for by individual operating subsidiaries of Republic Services, Inc. Republic Services, Inc. itself does not perform any waste services, nor does it contract for such services. The operating entity providing your waste service is identified on your invoice. Accordingly, all obligations to you, including providing quality service and billing you for service, rests with the operating entity identified on your invoice.

Residential Customers
If you are a residential customer receiving service without a signed customer service agreement, your service is subject to and governed by the Service Terms for Residential Customers located at Republicservices.com/customer-support/residential-service-terms, which include a **CLASS ACTION WAIVER** and **ARBITRATION CLAUSE**, and our right to charge you a container removal fee upon termination of service, among other terms. These terms are subject to change so please review them upon receipt of your invoice. If you do not have access to a computer, you may request that a copy be mailed to you by calling Customer Service at the number on the front of this invoice. Please note that some or all of the Service Terms for Residential Customers may not apply if your services are subject to terms mandated by a governmental entity in your locality.

Check Processing
When you provide a check as payment, you authorize us to use information from your check to make a one-time electronic fund transfer from your account. When we make an electronic transfer, funds may be withdrawn from your account the same day we receive your payment or check and you will not receive your check back from your financial institution.

Cancellation & Payment Policy
Unless prohibited by applicable law, regulation, or franchise or other agreement: (1) we reserve the right to require that payment for services be made only by check, credit card or money order; and (2) if service is canceled during a billing cycle, you will remain responsible for all charges, fees and taxes through the end of the billing cycle. You will not be entitled to proration of billing or a refund for the period between the notice of termination and the end of the current billing cycle.

Understanding Our Rates, Charges and Fees
If you are receiving service without a signed customer service agreement, please visit RepublicServices.com/Fees to review the financial terms and conditions relating to your service. If you are receiving service pursuant to a written contract, but have questions relating to any charges or fees, RepublicServices.com/Fees provides a detailed description of our most common charges and fees. If you do not have access to a computer, you may request that a copy be mailed to you by calling Customer Service at the number on the front of this invoice.

IMPORTANT INFORMATION

(Continued from Page 1)

It's easy to go paperless! Sign up for Paperless Billing at RepublicServices.com and enjoy the convenience of managing your account anytime, anywhere, on any device.

Please fill out the form below if your billing address has changed and return this portion of your statement to us using the envelope enclosed. Thank you!

BILLING ADDRESS CHANGE

Address		
City	State	Zip Code
Phone	Alternate Phone	

Gold Service Agreement

app

American Public University System

August 28, 2023

Purchaser:	American Public University System	Location:	American Public University System
Address:	111 W Congress St Charles Town, WV 25414-1621	Address:	111 W Congress St Charles Town, WV 25414-1621

TK Elevator Corporation ("TK Elevator Corporation," "TK Elevator," "we," "us," and "our"), agrees with Purchaser ("Purchaser," "you," and "your"), to maintain the equipment described below in accordance with the terms and conditions of this agreement ("the Agreement") with the goal of maximizing its performance, safety, and life span. TK Elevator and Purchaser may hereinafter be referred to individually as a "Party" or collectively as the "Parties."

Equipment to be Maintained

This Agreement covers the units described in the table below (individually a "Unit" or collectively the "Units").

Equipment Type	Nickname	Legal ID	OEM Serial #	Stops	Controller Manufacturer	MAX Eligible
Geared(Traction)	111 W CONGRESS		03-6394	4	thyssenkrupp Elevator	Yes
Geared(Traction)	300 GEORGE		CBA370	4	thyssenkrupp Elevator	Yes
Gearless(Traction)	330 N GEORGE E1		20300754	4	Kone	Yes
Gearless(Traction)	330 N GEORGE E2		20300753	4	Kone	Yes
Gearless(Traction)	393 N LAWRENCE E1		20329094	2	Kone	Yes
Gearless(Traction)	393 N LAWRENCE E2		20329092	4	Kone	Yes
Gearless(Traction)	393 N LAWRENCE E3		20329093	4	Kone	Yes
Hydro MRL	303 W THRID	ECH845	ECH845	2	thyssenkrupp Elevator	Yes

Please refer to the exhibit entitled "Equipment to be Maintained" for the address of each Unit listed in the table above.

Gold Service Agreement

Scope of Work

Service Visits

TK Elevator will visit the Units described above to examine, maintain, adjust and lubricate the equipment covered by this Agreement as necessary to promote the proper operation of those Units and will repair or replace any covered components if the repair or replacement is, in TK Elevator's sole opinion, necessitated by normal wear and tear or is not otherwise excluded by this Agreement ("Service Visits"). These Service Visits will be performed Monday to Friday, 8:00 AM to 4:30 PM EST except during scheduled holidays ("Regular Time"). All work performed before or after Regular Time shall be considered overtime ("Overtime").

TK Elevator will examine covered parts and components of the Unit(s) including:

- Control and landing positioning systems
- Signal fixtures
- Machines, Drives, Power units, pumps, valves, and above-ground jacks
- Car and hoistway door operating devices and door protection equipment
- Loadweighers, car frames and platforms, and counterweights
- Safety mechanisms

In order to ensure optimum operation, TK Elevator will also:

- Lubricate covered parts and components for smooth and efficient performance
- Adjust covered parts and components to promote safe operation

Service Visits Include TK Elevator's Maintenance Control Program

TK Elevator performs all work covered by this Agreement in accordance with the version of ASME A17.1 that is, according to the relevant authority having jurisdiction, applicable to the Unit(s) at the time the Agreement is first fully executed by both Parties. Section 8.6 of that code currently requires Unit owners to have a Maintenance Control Program ("MCP"). TK Elevator's MCP meets or exceeds section 8.6 of that code. Our MCP incorporates TK Elevator's Basic Elevator and Escalator Procedures Manual listing the processes we follow when performing those maintenance, repair, replacement and testing services that are specifically described as included in this Agreement. Our MCP also includes TK Elevator's Maintenance Tasks & Records documentation to record the performance of those tasks. This Agreement does not include any work mandated as a consequence of changes to that code after this Agreement is executed.

Service Requests

This Agreement also includes the dispatch of our technician to address minor adjustments to, and the release of any entrapped passengers from, a Unit during Regular Time ("Service Requests"). Service Requests may be made from one or more of the following: you or your representative, the building or building's representative, emergency personnel, and/or passengers through the Unit's communication device and/or from any applicable remote monitoring device attached to the Unit if monitored by TK Elevator.

We will respond to Service Requests during Regular Time, as defined above, at no additional charge.

Overtime Service Requests are those Service Requests performed in whole or in part before or after Regular Time ("Overtime Service Requests"). On all Overtime Service Requests, you will be responsible for all labor costs including travel time, travel expenses, and time spent on the job. Such costs will be invoiced at our standard Overtime billing rates.

Testing

Equipment Testing

This agreement includes only the following tests:

- those annual and five (5) year safety tests for your traction Units covered by this Agreement
- those annual safety tests for your hydraulic Units covered by this Agreement

Should your Unit(s) require any additional type of equipment testing as required by any applicable law and/or code, we will provide you with a separate written estimate that includes the cost of any associated labor and/or material(s).

Should your Unit(s) require any safety tests as mandated by any applicable law and/or code on the commencement date of this Agreement, TK Elevator assumes no responsibility for the day-to-day operation of the governor or safeties on applicable traction elevators, or the hydraulic system on applicable hydraulic elevators under the terms of this Agreement until the test has been completed and the Unit has passed. Should the respective Unit fail any of those tests, it shall be solely your responsibility to make necessary repairs and place the Units in a condition that we deem acceptable for further coverage under the terms of this Agreement. Because the performance of any safety test places the Unit under extreme conditions that are outside of the Unit's normal operating parameters, you agree that TK Elevator shall not be liable for any damage to the building structure or the Unit(s) resulting from the performance of any safety tests we perform at any time under this Agreement.

Should your jurisdiction require the presence of either the applicable authority having jurisdiction or a third party witness at the time of testing, you agree to pay for any costs of that individual along with any inspection/coordination fees.

Firefighters' Service Testing
Should your Unit(s) be equipped with a phase I and phase II firefighters' service feature, all testing, record-keeping and record storage obligations associated with that feature that are required by any applicable law or code are expressly excluded from this Agreement and shall remain solely your responsibility to satisfy. The first time that your testing of that feature following the full execution of this Agreement reveals that it is not operating properly, you shall immediately remove the Unit from operation, immediately notify TK Elevator of the condition, and agree to remain responsible for all costs associated with any repairs necessary to return that feature to full and proper operation in accordance with any applicable law or code.

Exclusions

Service Visits, Service Requests, and Overtime Service Requests do not include: the removal or retrieval of items unrelated to the operation of the Unit(s) from the pit, machine room, or hoistway; the dispatching of any technician that results in the discovery by that technician that the Unit is either functioning on independent service or firefighters' service or that the Unit is operating properly but the stop button or stop function has been engaged by others; any request or obligation to address any condition associated with a part or component specifically excluded or not covered elsewhere in this Agreement; and/or any request or obligation to service, repair, replace any components or address any condition caused in whole or in part by any one or more of the following: anyone's abuse, misuse and/or vandalism of the equipment; anyone's negligence in connection with the use or operation of the equipment; dust or debris; any loss of power, power fluctuations, power failure, or power surges that in any way affect the operation of the equipment; oxidization, rust, or other conditions caused in whole or in part by the environment in which the affected component is located; fire, smoke, explosions, water, storms, wind, and/or lightning; any acts of God; acts of civil or military authorities, strikes, lockouts, other labor disputes, riot, civil commotion, war, malicious mischief, or theft; or any other reason or cause beyond our control that affects the use or operation of the Unit ("Billable Work"). On all Billable Work you will be solely responsible for the cost of all parts or materials along with all labor invoiced at TK Elevator's standard billing rates (whether Regular Time or Overtime depending on when the Billable Work is performed) including travel time (calculated roundtrip from the dispatching location to the Unit location and return), travel expenses, and time spent on the job.

In addition to the Billable Work described above, we also do not cover (A) the examination, maintenance, adjustment, refinishing, repair or replacement of the following components and/or systems: any cosmetic, construction, or ancillary components of the elevator or escalator system, including the cab enclosure, ceiling frames, panels, and/or fixtures, hoistway door panels, door frames, swing door hinges and closing devices, sills, car flooring, floor covering, lighting fixtures, ceiling light bulbs and tubes, balustrades, and wellway enclosures; any electrical components including main line power switches, breaker(s) or feeders to controller; sealed machine bearings; any below-ground or

partially unexposed components of any hydraulic elevator system including, but not limited to, jack/cylinder, piston, PVC and/or other protective material of any type or kind; any below-ground or partially unexposed piping of any type or kind; any signage of any type or kind including but not limited to, signs, placards, and/or braille; any fire-suppression or fire-detection equipment of any type or kind including, but not limited to, smoke detectors, fire sensors, and/or sprinklers and associated piping; any communication, security, entertainment, and/or advertising devices including, but not limited to, kiosks or touchscreen displays and/or card readers; any batteries for emergency lighting and emergency lowering; or any environmental control devices including, but not limited to, air conditioners, heaters, ventilation fans, humidifiers, de-humidifiers, and/or pit or sump pumps; or (B) the repair, refurbishing, rebuilding, and/or replacement of any motor generators; or (C) the replacement or alignment of elevator guide rails; or (D) any other items or tasks specifically excluded elsewhere in this Agreement. This Agreement further excludes the replacement of any wire hoist ropes on Units Designated 300 GEORGE, 11 W CONGRESS, 330 N GEORGE E2, 330 N GEORGE E1, 393 N LAWRENCE E1, 393 N LAWRENCE E3 and 393 N LAWRENCE E2.

Packings, check valves, ropes, and belts are excluded from this agreement.

With the passage of time, equipment technology and designs will change. If (1) any part or component of your equipment covered under this Agreement cannot, in TK Elevator's sole opinion, be safely repaired and (2) a brand new direct replacement is no longer in stock and readily available from the Original Equipment Manufacturer ("OEM"), that part or component shall be considered obsolete, regardless of whether it can be custom-made, fabricated or acquired at any price, which will be determined solely by TKE. You will be responsible for all charges associated with replacing that obsolete part or component as well as all charges required to ensure that the remainder of the equipment associated with that Unit is functionally compatible with that replacement part or component

In addition, we will not be required to make any changes or recommendations in the existing design or function of the Unit(s) nor will we be obligated to install new attachments or parts upon the equipment as recommended or directed by insurance companies, governmental agencies or authorities, or any other third party.

Should Purchaser elect to modernize any Unit described in this Agreement during the original or any renewal term of this Agreement, Purchaser agrees to provide TK Elevator with the modernization proposals prepared by any other vendor and at least fourteen (14) calendars days thereafter to both evaluate such proposals and, at TK Elevator's sole option, make its own proposal to Purchaser. Should Purchaser thereafter elect to accept the proposal of another vendor, the Parties agree that the current term of this Agreement applicable to the Units that are the subject of such modernization shall be frozen until the modernization work is complete and TK Elevator has inspected such work and deemed the modernized Unit acceptable for service under the terms of this Agreement. In the event such Unit is not, in TK Elevator's sole opinion, acceptable for service under the terms of this Agreement, TKE will submit a written proposal to Purchaser to address the items in question at an additional cost. Should Purchaser decline that proposal, TKE retains the right to remove the Unit from the Agreement and adjust the price accordingly or cancel the Agreement if the proposal affects all Units that are the subject of the Agreement.

Digital Customer Experience

MAX - Digital Maintenance

MAX is a cloud-based Internet of Things ("IOT") platform that we, at our election, may connect to your Unit(s) by installing a remote-monitoring device (a "Device"). Purchaser consents and authorizes TK Elevator to (1) access Purchaser's premises to install a Device to the Unit(s) and thereafter maintain and/or repair the Device(s) and (2) to collect, store, maintain, own, use, delete, and/or destroy any or all of the data generated by the Device(s). Any Device, once installed, is not intended, nor should it be considered, as a fixture. Instead, TK Elevator shall retain the right to remove the Device from any Unit(s) and/or cease any data collection and/or analysis at any time at its sole discretion. Moreover, TK Elevator shall retain the exclusive right and ability to, at its sole discretion, remove, delete and/or destroy all associated data generated from the Device(s). Because the Device contains trade secrets belonging to TK Elevator and is being installed for the sole use and benefit of our personnel, Purchaser agrees not to permit Purchaser's own personnel or any third parties to use, access, tamper with, relocate, copy, alter, destroy, disassemble or reverse engineer the Device or its data. The installation of any Device on a Unit shall not confer any rights or operate as an assignment or license to you of any patents, copyrights or trade secrets with respect to the Device and/or any

software contained or embedded therein or that it utilizes/utilized in connection with the collection, monitoring and/or analysis of data.

With a MAX device connected to your equipment, at no additional charge, information obtained via machine learning may be sent to our technicians to promote early diagnosis, faster fixes and reduced downtime.

Customer Web Portal and Mobile App

TK Elevator provides a web-based customer portal (the "CP") and mobile application (the "App") which, following the effective date of this Agreement, may contain certain maintenance and service call data associated with the Unit(s). To the extent applicable, TK Elevator will provide Purchaser with a user name and password to access the CP and App platforms. Purchaser shall, at its sole cost, provide and ensure the functioning integrity of its own hardware, software and internet connection necessary to access the CP and App. To the extent applicable, TK Elevator reserves the right to restrict Purchaser's access to the CP and App if any of Purchaser's accounts with TK Elevator has an outstanding unpaid balance greater than 30 days or in the event of anticipated or pending litigation of any kind. TK Elevator reserves the right to discontinue the CP and App altogether at its sole discretion and without notice to Purchaser and Purchaser expressly agrees to release TK Elevator from any and all claims of any type or kind arising out of or related to that discontinuation.

TK Elevator Communications

You may supplement this Agreement with an additional suite of services through our TK Elevator Communications call center at an additional fee contingent upon your agreement to all of the terms and conditions as set forth in the attached exhibit entitled "TK Elevator Communications Services." These additional available services involve the provision of 24/7/365 monitoring of your Units' code-compliant and compatible emergency telephone and in-cab video and text communication equipment (the "Communication Equipment"), the dispatch of a TK Elevator technician or emergency personnel under certain circumstances, the provision of a cellular connection for that Communication Equipment, and limited repair/replacement coverage for that Communication Equipment which is otherwise excluded from this Agreement.

Contract Term, Price, Available Discounts & Payment

Term

This Agreement is effective for 36 months starting September 01, 2023 and ending on August 31, 2026 at 11:59pm EST, and is non-cancellable. To ensure continuous service, this Agreement may be renewed for successive 36-month periods by providing written notice at least 30-Days before the end of the initial 36-month period or at least 30-Days before the end of any subsequent 36-month renewal period. Notice shall be sent by certified mail, return receipt requested to the TK Elevator office address found in this Agreement. Time is of the essence. This Agreement is cancel-able tor performance issues with thirty (30) days written notice. Upon receipt of cancellation notice, TK Elevator will have fifteen (15) days to correct the deficiency. If the deficiency is corrected before the end of the fifteen (15) day period, the cancellation notice will be void and the contract term will continue. Upon effective cancellation, any portion of the price paid in advance with respect to the cancellation portion of the term shall be refunded to purchaser.

Price

The price for the Gold Services provided pursuant to this Agreement shall be $1,790.96 per month, excluding taxes, before the application of any discounts as described below and any adjustments as described elsewhere in this Agreement. Once accepted, those applicable discounts will be applied throughout the life of this agreement.

Payment Plan

Billing Frequency	Discount %	Monthly Discount $	Initial to Select
Annual	4%	$71.64	
Semi Annual	2%	$35.82	
Quarterly	No Change	$0	Current Selection

Contract Term

Extended Term (Years)	Discount %	Monthly Discount $	Initial to Select
Seven (7)	2%	$35.82	
Ten (10)	4%	$71.64	
Fifteen (15)	8%	$143.28	

Gold Service Agreement

We reserve the right to annually increase all charges under this Agreement five percent plus an additional amount resulting from any increase of any of TK Elevator's expenses relating to one or more of the following categories during

the preceding calendar year: labor, employment benefits, materials, tools, vehicles, fuel, rent, internet and/or communication access, data storage, utilities, logistics/shipping, waste disposal, taxes, tariffs, and any governmentally-imposed charges.

Payment

Payments are due upon thirty (30) days of receipt of each of your TK Elevator invoices. If you do not timely pay any sum due to TK Elevator related to your Units described in this Agreement, regardless of whether it is billed pursuant to this Agreement or any other agreement with us, within the stipulated payment term calculated from the billing date, we may also choose to do one or more of the following:

- deem that you have permanently forfeited any discounts you may be entitled to associated with your payment plan/billing frequency for this Agreement, and/or
- suspend all services until all amounts due have been paid in full, and/or
- declare all sums for the unexpired term of this Agreement due immediately as liquidated damages and terminate our obligations under this Agreement

A service charge of the highest rate allowed by law shall apply to all overdue accounts you have with TK Elevator that are in any way related to any of the Unit(s) described in this Agreement. If TK Elevator elects to suspend service, we shall not be responsible for personal injury, death, damage to property (including damage to the Units) or losses of any other type or kind that is in any way related to TK Elevator's suspension of service. Upon resumption of service, you will be responsible for payment to TK Elevator for all costs we incur that result from our suspension of service and to remedy any damage caused to your equipment during that time. Time is of the essence.

TK Elevator reserves the right to assign payments owed to TK Elevator under this Agreement.

Purchaser's Responsibilities

You agree to instruct or warn passengers in the proper use of the Unit(s) and to keep them under continued surveillance by competent personnel to detect irregularities between our examinations. You agree to immediately report any condition that may indicate the need for correction before the next regular examination. You agree to immediately shut down the Unit(s) upon manifestation of any irregularities in either the operation or the appearance of the Unit(s), to immediately notify us, and to keep the Unit(s) shut down until the completion of any repairs. Under those circumstances you agree not to re-set the mainline disconnect. In the event of a Service Request where our technician finds that the mainline disconnect has been reset, you agree that you will be responsible for all labor costs associated with that Service Request invoiced at TK Elevator's standard billing rates (whether Regular Time or Overtime depending on when we respond to that Service Request) including travel time (calculated roundtrip from the dispatching location to the Unit location and return), travel expenses, and time spent on the job. You agree to give us immediate verbal notice and written notice within ten (10) days after any occurrence or accident in or about the Unit(s). You agree to provide our personnel with a safe place to work. You agree to provide a suitable machine room, including secured doors, waterproofing, lighting, ventilation, and appropriate air temperature control to maintain that room at a temperature between 50°F and 90°F, with relative humidity less than 95% non-condensing at all times. You agree to provide properly maintained and functioning mainline disconnect(s). You agree to maintain the elevator pit in a dry condition at all times. Should water or other liquids become present, you are responsible for the cost associated with the removal and the proper handling of such liquids. You agree that if TK Elevator's inspection of a Unit serviced under this Agreement reveals an operational problem which, in TK Elevator's sole judgment, jeopardizes the safety of the riding public, TK Elevator may shut down the Unit until such time as the operational problem is resolved. In that event, TK Elevator will immediately advise you in writing of such action, the reason for such action, and whether any proposed solution is covered by the terms of this Agreement.

TK Elevator assumes no responsibility for any part of the Unit(s) except that upon which work has been performed under this Agreement. No work, service, examination or liability on the part of TK Elevator other than that specifically mentioned herein is included or intended. It is agreed that TK Elevator does not assume possession or control of any

part of the Unit(s) and that such remains Purchaser's exclusively as owner, lessor, lessee, possessor, or manager thereof.

We reserve the right to discontinue work in the building whenever, in our sole opinion, our personnel do not have a safe place to work. For safety reasons, you agree not to permit others to make alterations, additions, adjustments, or repairs or replace any component or part of the Unit(s) during the term of this Agreement. You agree to accept our judgment as to the means and methods employed by us for any corrective work under this Agreement.

Upon the commencement of this Agreement and as a condition of TK Elevator's performance of its obligations, Purchaser shall provide any wiring diagrams, manuals, special tools, monitoring devices, software, hardware or any other items designed to work with, diagnose, service, or repair the Unit(s) (1) as originally supplied by the OEM with the installation or (2) solely available to Purchaser from the OEM.

Some equipment covered by this Agreement may be encoded with serialized onboard diagnostics or other closely held diagnostic intelligence. In the event that the cause of a shutdown or other equipment issue cannot be diagnosed and/or resolved without enlisting the OEM's assistance, Purchaser agrees to obtain the assistance of the OEM and TK Elevator agrees to reimburse you for that expense, provided that it does not exceed the total monthly service fee divided by the number of Units covered under this Agreement. Any fees in excess of that figure shall be exclusively the Purchaser's responsibility.

KONE EcoSpace, MonoSpace and/or Montana KCM831 or TMS550 (MRL)
This Agreement specifically excludes any obligation on the part of TK Elevator to test, maintain, or replace any KONE Elevator "Machine Room Less" (MRL) hoist machine. Any required repair or replacement of this MRL machine will instead be the subject of a separate written proposal to Purchaser at an additional cost.

Since TK Elevator's top priority is the satisfaction of its customers, if you should have any concern(s) with our performance or the means and methods used to meet our obligations under this Agreement, you agree to provide us with written notice of that concern and give us thirty (30) days to respond either in writing or commence action to appropriately resolve it.

In the event of the sale, lease or other transfer of the ownership of the premises in which the Unit(s) described herein are located, you agree to see that such transferee is made aware of this Agreement and agrees to assume and/or be bound by the conditions hereof for the balance of the unexpired term of this Agreement. Should the transferee fail to assume this Agreement, you shall remain liable for all unpaid amounts, including those owed for the balance of the current unexpired term of this Agreement.

Unless this Agreement expressly includes, or is later amended to include, TK Elevator Communications Phone Monitoring Service or Multimedia Monitoring Service as described in the exhibit hereto, this Agreement expressly excludes any materials, labor and/or services involving or related to either the monitoring of or provision of a response to any communications initiated from any Communication Equipment installed within the Unit(s) and Purchaser remains solely responsible for contracting with a separate vendor to monitor and respond to such communications in accordance with all applicable codes, statutes and/or laws.

You expressly agree to release and discharge us and our employees for any and all claims and/or losses of any type or kind (including but not limited to personal injury, death and property damage, specifically including damage to the property which is the subject matter of this Agreement) (1) associated with any components excluded in this Agreement or (2) caused in whole or in part by reason(s) outside of our control. TK Elevator shall also automatically receive an extension of time commensurate with any delay in performance caused by or related to the aforementioned.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TK ELEVATOR EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO ANY OR ALL OF THE PARTS, PLATFORMS (INCLUDING BUT NOT LIMITED TO CP, APP AND MAX) AND/OR SERVICES CONTEMPLATED BY THIS AGREEMENT INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY,

FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, TK ELEVATOR PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE PARTS, PLATFORMS AND/OR SERVICES CONTEMPLATED BY THIS AGREEMENT WILL BE ACCESSIBLE TO CUSTOMER, ACHIEVES ANY INTENDED RESULTS, MEETS CUSTOMER'S REQUIREMENTS, OPERATES WITHOUT INTERRUPTION, MEETS ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL TK ELEVATOR OR ITS AFFILIATES, BE LIABLE TO THE CUSTOMER OR ANY THIRD PARTY FOR ANY USE, INTERRUPTION, DELAY OR INABILITY TO USE THE UNIT(S), PARTS, PLATFORMS AND/OR SERVICES OR FOR THE ACT OF ANY THIRD PARTY RELATED THERETO, INCLUDING BUT NOT LIMITED TO THE INCORPORTATION OF A VIRUS, SPYWARE OR ANY OTHER MALICIOUS PROGRAM INTO THE PURCHASER'S SOFTWARE OR HARDWARE OR PLATFORM.

In consideration of TK Elevator performing the services herein specified, you expressly agree, to the fullest extent permitted by law, to indemnify, defend, save harmless, discharge, release and forever acquit TK Elevator Corporation, our employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings brought against TK Elevator, our employees, officers, agents, affiliates and subsidiaries for loss, property damage (including damage to the Unit(s) which are the subject matter of this Agreement), personal injury or death that are alleged to have been caused by the Purchaser or any others in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the Unit(s) covered by this Agreement, or the associated areas surrounding such equipment. Your duty to indemnify does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Agreement), personal injury or death is determined to be caused by or resulting from the negligence of TK Elevator and/or our employees.

You expressly agree to name TK Elevator Corporation along with its officers, agents, affiliates and subsidiaries as additional insureds in your liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure TK Elevator Corporation, along with its officers, agents, affiliates and subsidiaries for those claims and/or losses referenced in the above paragraph, and for claims and/or or losses arising from the sole negligence or responsibility of TK Elevator Corporation and/or its officers, agents, affiliates and subsidiaries. Such insurance must specify that its coverage is primary and non-contributory. You hereby waive the right of subrogation.

In no event shall TK Elevator's liability for damages arising out of this Agreement exceed the total amount paid in the previous twelve (12) months under this Agreement or $20,000,00, whichever is greater.

In no event shall either party be liable for any consequential, incidental, exemplary, special damages, and/or liquidated damages.

In the event an attorney is retained to enforce, construe or defend any of the terms and conditions of this Agreement or to collect any monies due hereunder the prevailing Party shall be entitled to recover all costs and reasonable attorney's fees.

You hereby waive trial by jury. You agree that this Agreement shall be construed and enforced in accordance with the laws of the state where the Unit(s) is/are located. You consent to jurisdiction of the courts, both state and Federal, of the state in which the Unit(s) is/are located as to all matters and disputes arising out of this Agreement.

In the event any portion of this Agreement is deemed invalid or unenforceable by a court of law, public policy or statute, such finding shall not affect the validity or enforceability of any other portion of this Agreement.

Our rights under this Agreement shall be cumulative and our failure to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by us in the method, mode or

manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this Agreement.

In the event that Purchaser and TK Elevator are parties to an existing elevator maintenance agreement at the time this proposed agreement is submitted for consideration, the existing agreement will remain in full force and effect until such time as this proposed agreement is accepted and fully executed in writing by both Parties. Upon full acceptance by both Parties, this proposed Agreement shall supersede all prior agreements.

Gold Service Agreement

Acceptance

Until executed by both Parties this Agreement is a proposal that shall only remain available for acceptance for a period of sixty (60) calendar days from the date appearing on the first page of this document unless revoked by TK Elevator earlier in writing to Purchaser. Your acceptance of this Agreement and its approval by an authorized manager of TK Elevator will constitute exclusively and entirely the agreement for the services herein described. All other prior representations or agreements, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this Agreement will be recognized unless made in writing and properly executed by both Parties. Should your acceptance be in the form of a purchase order or other similar document, the provisions of this Agreement will exclusively govern the Parties' responsibilities. No agent or employee of TK Elevator shall have the authority to waive or modify any of the terms of this Agreement without the express prior written approval of an authorized TK Elevator manager.

American Public University System (Purchaser):	TK Elevator Corporation Management Approval
By: Richard W Sunderland Jr Richard W Sunderland Jr (Nov 17, 2023 17:34 EST)	By:
(Signature of Authorized Individual)	(Signature of Branch Representative)
Richard Sunderland Jr (Print or Type Name)	Erik Murnane Branch Manager
EVP & CFO (Print or Type Title)	
Nov 17, 2023 (Date of Acceptance)	(Date of Execution)

For inquiries regarding your contract or services provided by TK Elevator, please contact your local branch office:

9001 51st Pl
College Park, MD 20740
301-345-6400

Thank you for choosing TK Elevator. We appreciate your business.

Mike Kovich

Gold Service Agreement

Exhibit A

Equipment to be Maintained

Building Name	Address	Equipment Type	Nickname	Legal ID	OEM Serial #	Stops
300 George Street	300 S George St	Geared(Traction)	300 GEORGE		CBA370	4
American Public University System	111 W Congress St	Geared(Traction)	11 W CONGRES S		03-6394	4
330 NORTH GEORGE STREET	330 North George Street	Gearless(Traction)	330 N GEORGE E2		20300753	4
330 NORTH GEORGE STREET	330 North George Street	Gearless(Traction)	330 N GEORGE E1		20300754	4
393 North Lawrence Street	393 N Lawrence St	Gearless(Traction)	393 N LAWREN CE E1		20329094	2
393 North Lawrence Street	393 N Lawrence St	Gearless(Traction)	393 N LAWREN CE E3		20329093	4
393 North Lawrence Street	393 N Lawrence St	Gearless(Traction)	393 N LAWREN CE E2		20329092	4
303 WEST THIRD STREET	303 West Third Street	Hydro MRL	303 W THRID	ECH845	ECH845	2

Exhibit B

TK Elevator Communications

TK Elevator offers an additional suite of services through our TK Elevator Communications call center separate and apart from those services included with your Agreement. We have notated below each additional TK Elevator Communications Service that you have selected for each of the Units covered under your Agreement and the corresponding total price per month of those services per Unit.

Building Name	Equipment Type	Nickname	Phone Monitoring	Elevator Telephone #
300 George Street	Geared(Traction)	300 GEORGE	Current Selection	
American Public University System	Geared(Traction)	11 W CONGRESS	Current Selection	
330 NORTH GEORGE STREET	Gearless(Traction)	330 N GEORGE E2	Current Selection	
330 NORTH GEORGE STREET	Gearless(Traction)	330 N GEORGE E1	Current Selection	
393 North Lawrence Street	Gearless(Traction)	393 N LAWRENCE E1	Current Selection	
393 North Lawrence Street	Gearless(Traction)	393 N LAWRENCE E3	Current Selection	
393 North Lawrence Street	Gearless(Traction)	393 N LAWRENCE E2	Current Selection	
303 WEST THIRD STREET	Hydro MRL	303 W THRID	Current Selection	

Elevator telephone # is not required on units with MAX Link selected.

A description of each available TK Elevator Communications service and the additional applicable terms and conditions follow.

Phone Monitoring Service
"Phone Monitoring" is selected for specific Units in the chart above and we will provide 7 days per week, 24 hours per day, 365 days per year dispatching service, through its centralized TK Elevator Communications call center, for those specified units. The dispatching service will be provided for calls placed by Purchaser outside of Regular Time to the local TK Elevator branch office. We will also include telephone monitoring on all Units maintained under this Agreement that have operational telephone equipment capable of placing a call to that call center. Depending on the nature of the call and circumstances, TK Elevator's operators can call one or more of the following: Purchaser's Designated Contacts set forth below; Local Emergency Services at phone numbers provided by Purchaser below; and/or a local TK Elevator service technician to be dispatched to the location of the equipment. Calls cannot be placed to "9-1-1" as the centralized TK Elevator Communications call center does not have dialing access to local "9-1-1" numbers.

This Phone Monitoring Service specifically excludes any maintenance, repair or replacement of any type or kind of the Purchaser's telephone or other communication equipment. The Purchaser retains exclusive possession and control of its telephone and other communication equipment and is solely responsible for ensuring uninterrupted operation of that equipment so that it is continuously capable of placing a call to TK Elevator Communication's call center.

Gold Service Agreement

Terms and Conditions
Any of the services mentioned in this Exhibit shall be governed by both the terms and conditions of the Agreement covering the Unit(s) described in that Agreement and the terms and conditions of this Exhibit and in the event that those terms conflict, the terms and conditions of this Exhibit will exclusively govern the subject matter of those terms and conditions. Should the Agreement covering the Unit(s) be terminated for any reason by either Party then this Exhibit shall also be automatically terminated. In the event that this Exhibit is terminated for whatever reason, Purchaser agrees to immediately both transfer the connection of the communication equipment to an appropriate telephone service provider and also make arrangements with its replacement elevator service vendor to reprogram the communication equipment to initiate contact with a replacement call center.

Price
In light of the modifications to Agreement set forth above, you agree to an additional price of $0.00 per month which will be billed to you separately from the price of the Agreement (the "TK Elevator Communications Services Charge"). The cost of your selected TK Elevator Communications Services is not subject to any discounts.

TK Elevator Communications Contact Information - To Be Completed by Purchaser

Purchaser hereby acknowledges that as a condition precedent to TK Elevator's placement of calls to Purchaser's Designated Contacts and any Local Emergency Services under this Agreement, Purchaser must first complete all sections of the TK Elevator communications Contact Information section below. Purchaser further acknowledges that it is Purchaser's sole responsibility to advise TK Elevator immediately in writing of any changes to the information contained in this exhibit during the term of this Agreement. Purchaser acknowledges that no revision to that information will be made without TK Elevator first receiving such request in writing from Purchaser's authorized representative.

Under those circumstances where TK Elevator is unable to reach Purchaser's Designated Contacts, Purchaser hereby gives TK Elevator express permission to dispatch a TK Elevator service technician to the location of the equipment at Purchaser's expense in accordance with TK Elevator's applicable billing rates. Purchaser further agrees that TK Elevator does not assume any duty or responsibility to advise any caller, regardless of his or her location within or outside the elevator, to take or not take any specific action resulting from a medical or other emergency or any other situation including, but not limited to, entrapment of persons, evacuation, repair or return to service of any equipment.

In the event of an emergency, or perceived emergency, one or more of the following are to be Purchaser's Designated Contacts:

Contact Name	Title	Primary Telephone #	Secondary Telephone #

Gold Service Agreement

In the event of an Emergency or perceived emergency, TK Elevator has the express permission to contact one or more of the following **(911 is not sufficient, local phone numbers are required)**:

Police Department: (_____) _____-_____

Fire Department: (_____) _____-_____

Special instructions/remarks:

_____

In the event that a TK Elevator call center operator perceives that a call from within the elevator constitutes a medical or other emergency, Purchaser hereby gives TK Elevator the express permission to call Local Emergency Services at the telephone numbers provided above at TK Elevator's sole discretion. Under those circumstances, Purchaser agrees to pay all related charges for services provided by any Local Emergency Services in response to that call. Purchaser agrees that TK Elevator shall not be responsible for ensuring an appropriate (or any) response by Local Emergency Services to that call.

Customer Portal & Mobile App setup form

Name:	Mel Dilley		
Address: (if different from contract)			
City:			
State:			
Zip Code:			
Phone:	+1 571 6432627		
Email:	mdilley@apei.com		
Subscribe to email notifications:	☐	☐	☐

TKE Agreement (APUS) FINAL

Final Audit Report 2023-11-17

Created:	2023-11-17
By:	APEI PURCHASING (purchasing@apus.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAAs69jyDd9GG6Yh9bXwXiR7mD2c3paUeLy

"TKE Agreement (APUS) FINAL" History

Document created by APEI PURCHASING (purchasing@apus.edu)
2023-11-17 - 10:23:55 PM GMT- IP address: 155.190.9.6

Document emailed to rsunderland@apei.com for signature
2023-11-17 - 10:24:30 PM GMT

Email viewed by rsunderland@apei.com
2023-11-17 - 10:33:11 PM GMT- IP address: 104.28.39.157

Signer rsunderland@apei.com entered name at signing as Richard W Sunderland Jr
2023-11-17 - 10:34:02 PM GMT- IP address: 69.243.45.217

Document e-signed by Richard W Sunderland Jr (rsunderland@apei.com)
Signature Date: 2023-11-17 - 10:34:04 PM GMT - Time Source: server- IP address: 69.243.45.217

Agreement completed.
2023-11-17 - 10:34:04 PM GMT

ABM
Building Value

Janitorial Services Agreement

- ☒ Janitorial/Custodial Services
- ☒ Day Porter Service
- ☐ Ambassador Service
- ☐ Parking
- ☐ Transportation
- ☐ Facilities Engineering
- ☐ HVAC/Mechanical
- ☐ EV Charging Stations
- ☐ Other

ABM
Building Value

JANITORIAL SERVICES AGREEMENT

This Janitorial Services Agreement (the "Agreement") is made effective the 10th day of October 2022, between **ABM Industry Groups, LLC** ("ABM") and **American Public Education, Inc., a Delaware corporation** ("Client").

1. Services. ABM will provide janitorial and related services to Client and/or one or more of Client's affiliates at the locations and according to the scope of services attached hereto as Exhibit A (the "Services"). ABM may perform the Services by any reasonable means; provided, however, the performance of the Services shall be (i) in accordance with the highest standards of workmanship; and (ii) in accordance with all federal, state, and local statutes, laws, rules, regulations and ordinances applicable to the Services.

2. Term. Unless earlier terminated as provided herein, this Agreement shall be in effect for an initial term of Three (3) years(s), commencing October 10, 2022, and expiring October 9, 2025, and thereafter, upon expiration of each preceding term, whether the initial term or any renewal term, this Agreement shall automatically renew for successive renewal terms of one year each (commencing October 10 in the subject year and expiring October 9 in the subsequent year), but in all events subject to termination on thirty (30) days' written notice pursuant to Section 3.

3. Termination. If Client is dissatisfied with the quality of the Services, Client may inform ABM in writing of the specific areas of dissatisfaction, and if ABM shall fail to substantially correct the deficiencies within 15 days, Client may then terminate this Agreement by written notice to ABM. In addition to the foregoing, Client may terminate this Agreement at any time upon 30 days' written notice to ABM. ABM may terminate this Agreement by 60 days' written notice to Client and may terminate services at any time without notice for nonpayment provided that such nonpayment continues for a period of 15 days after Client's receipt of ABM's written notice of such nonpayment. All property furnished by ABM shall remain its property, and upon termination of this Agreement ABM shall have a reasonable time to remove its property from Client's premises.

a. **Warn Act.** *This subsection is only applicable for Client locations where the number of ABM employees assigned is equal to or exceeds 50 employees at any time during the six-month period prior to termination*. In order to assure WARN Act compliance, Client shall provide at least 60 days' prior written notice of termination, unless the location is destroyed or otherwise rendered uninhabitable due to unforeseen circumstances.

4. Price. Client agrees to pay ABM on a monthly basis for the Services in accordance with the schedule attached as Exhibit B. If Client requires issuance of a Purchase Order Number ("PO") in order for ABM to submit an invoice, Client shall provide ABM with a PO promptly upon execution of this Agreement and shall provide ABM thirty (30) days written notice in advance of any change or update to an existing PO. Any PO issued by Client shall note the applicable Client locations and all new, updated and PO renewals must be sent to PO_Update@abm.com and the local ABM point of contact. ABM shall, on a monthly basis, issue invoices covering the period from the 10th of a month through the 9th of the following month. Payment of all undisputed amounts shall be due within thirty (30) days from the date of Client's receipt of ABM's invoice. In the event that Client disputes the accuracy of any invoice, Client shall provide ABM with written notice (notice via electronic mail is acceptable) of the dispute within thirty (30) days of Client's receipt of the invoice. Failure of Client to timely raise a dispute shall be deemed an acceptance of the services provided and the accuracy of the invoice. No credit(s) will be permitted for Service deficiencies without ABM first receiving from Client notice and reasonable opportunity to cure. A late charge of the lesser of (a) 1.5% per month or (b) the maximum rate permitted by law, shall be paid by Client to ABM on any past due payment not received within 15 days after the payment due date. If Client's account is referred to an agency or attorney for collection, Client shall reimburse ABM for its attorneys' fees and collection costs.

5. Price Adjustments. The Monthly Pre-Tax Pricing set forth on Exhibit B is based upon provision of all of the Services set forth in Exhibit A (being all of the services and tasks specified for the specified locations at the specified frequencies). In the event that Client's or any of its affiliate's shall at any time require a change in such Services, whether due to a change in the services or tasks to be provided for some or all locations, a change in the frequency of services or tasks for some or all locations, and/or the elimination from or addition to the scope of one or more locations, or portions thereof, Client shall provide ABM written notice of the subject change in services at least sixty (60) days prior to such change. Client and ABM shall thereafter, negotiate in good faith and memorialize in a written Amendment to this Agreement reflecting the change in the Services and a reasonable adjustment to the Monthly Pre-tax Pricing for the Services as so changed, taking into account any changes in scope, location, and frequency of the Services.

6. *Intentionally Deleted.*

7. Equipment. Client shall provide, and permit ABM to utilize to perform the Services, such equipment owned by APEI as has been heretofore observed by ABM and inventoried. In the event that replacement equipment is required during the term of this Agreement (except due to abuse or misuse by ABM employees or subcontractors), ABM shall so advise Client and Client shall purchase such replacement equipment. ABM shall be responsible for providing any other equipment required at its cost and expense.

8. Holidays. ABM is not obligated to perform Services on the following holidays: New Years Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day. Services on these holidays, when requested, shall be charged on an over-time basis.

9. Indemnification. ABM shall indemnify, defend and hold harmless Client, its affiliates, and their respective officers, directors, employees, and other agents from loss, liability, cost, or expense (including reasonable attorneys' fees) for bodily injury, death and property damage (hereinafter referred to as "Claims(s)") but only to the extent same are caused by the negligence, misconduct or other fault of ABM, its agents and employees, and which arise out of or in connection with work performed under this Agreement or presence upon or in Client's or its affiliate's facilities. Unless resulting from the acts or omissions of ABM or its employees, agents, or subcontractors, ABM shall not be liable for loss or damage caused by warfare, riots, strikes, boycotts, criminal acts, acts or omissions of others, fire, water damage, natural calamity, or other causes beyond ABM's reasonable control. ABM shall not be liable for disposal of documents or valuable items, other than office furnishings or documents or other items in boxes or other containers, left on floors. Client agrees to keep its and its affiliates' facilities in a safe condition and in conformance with federal, state, and local laws, ordinances and regulations. Client shall use commercially reasonable efforts to notify ABM promptly after it learns of any unsafe conditions in the area to be serviced. Any nonperformance of any Services due to unsafe working conditions not caused by ABM shall not give rise to a breach hereunder nor shall it be cause for termination of this Agreement by Client.

10. Warranties. EXCEPT AS EXPRESSLY PROVIDED OTHERWISE HEREIN: ABM DOES NOT REPRESENT OR WARRANT THAT USING THE SERVICES HEREIN OR THAT ANY CLEANING OR DISINFECTING PROCESSES WILL ELIMINATE THE PRESENCE OR RISKS OF SPREADING INFECTIOUS DISEASE AND VIRUSES; ALL SERVICES ARE PROVIDED AS IS, WHERE IS, AND FOR COMMERCIAL USE ONLY WITHOUT ANY REPRESENTATION OR WARRANTY OF EFFECTIVENESS OR SUCCESS; THERE ARE NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THOSE OF MERCHANTABILITY, SATISFACTORY QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE; ABM EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES THAT CLIENT'S USE OF THE SERVICES WILL SATISFY ANY STATUTORY OR REGULATORY OBLIGATIONS, OR WILL ASSIST WITH, GUARANTEE OR OTHERWISE ENSURE COMPLIANCE WITH ANY APPLICABLE LAWS OR REGULATIONS; ABM ALSO EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES MADE BY THE MANUFACTURERS OR DISTRIBUTORS OF ANY CLEANING PRODUCTS OR EQUIPMENT USED BY ABM TO PERFORM THE SERVICES; AND CLIENT ASSUMES ALL RESPONSIBILITY FOR DETERMINING WHETHER THE SERVICES AND SELECTED CLEANING PRODUCTS AND EQUIPMENT ARE SUFFICIENT FOR CLIENT'S DESIRED PURPOSES.

11. Limitation of Liability. Except as may be owed to a third party under a party's indemnification obligations, neither ABM nor Client or any of its affiliates, or their respective owners, officers, directors, employees, agents or

affiliates, shall be liable one to the other whether under contract, statute, tort (including negligence) or otherwise, for any indirect, consequential, incidental, special, punitive, or exemplary damages, including, without limitation, those for loss of profits or loss of use, even if that party is notified in advance of such possibility, regardless of the form of the claim or action.

12. Insurance and Taxes. ABM agrees to maintain in full force and effect during the term of this Agreement the following insurance coverages with regard to the work performed for Client or any of its affiliates under this Agreement: 1) Commercial General Liability insurance with limits for bodily injury and property damage of not less than $1,000,000 per occurrence, $6,000,000 general aggregate; 2) Commercial Automobile Liability insurance with limits of liability for bodily injury and property damage of not less than $1,000,000 per occurrence; 3) Workers' Compensation insurance with statutory limits and with an employers' liability limit of at least $1,000,000.00 (except to the extent that ABM has opted out of the workers compensation insurance system in Texas); and 4) Third-Party Crime insurance with a limit of at least $1,000,000 per occurrence covering theft by ABM's employees, agents, or subcontractors of Client's property or that of its employees, subcontractors, or other agents occurring during the term of this Agreement and costs incurred in establishing evidence of such theft. The policies for all such insurance coverages shall include provisions or endorsements, reasonably satisfactory to Client, that designate Client and Client's officers, employees, and agents as "additional insureds," provide that the coverage afforded will not be canceled, non-renewed, or allowed to expire, or modified in any material way, except upon thirty (30) days prior written notice to Client, provide coverage on a primary and non-contributory basis, and with respect to the Commercial General Liability insurance coverage include ongoing and completed operations coverage. ABM has the right to be self-insured where permitted by state law or to provide such coverage subject to a deductible or self-insured retention. Upon request, ABM will provide Client with a certificate of insurance describing the coverage provided in accordance with these provisions. ABM, Client and their insurers shall and do waive all rights of subrogation against one another for property damage claims and ABM and its insurers shall and do waive all rights of subrogation with respect to claims subject to Workers' Compensation insurance. ABM shall be responsible for paying all payroll-based taxes affecting its employees. Client agrees to pay for any sales and use taxes applicable to the Services.

13. Independent Contractor. ABM is an independent contractor and all persons employed to furnish the Services hereunder are employees of ABM and not of Client. ABM will pay for all wages, expenses, federal and state payroll taxes and any similar tax relating to such employees and will provide uniforms in accordance with ABM's established standards. If during the term of this Agreement or for ninety (90) days thereafter, Client directly and knowingly retains the services of any ABM employee, or former ABM employee within three (3) months of that employee's termination date who has provided services to Client on behalf of ABM, Client agrees that ABM will be damaged, but that the amount of this damage will be difficult to determine. Accordingly, Client agrees that for each such ABM employee hired by Client, Client will pay ABM the equivalent of twenty percent (20%) of that employee's annualized compensation while with ABM as liquidated damages. The foregoing shall not apply if the employee is hired by Client as a result of such employee's response to any general and public solicitation for positions (e.g., through newspaper advertisement, job board site, company website or headhunter).

14. Employees. Upon written request by Client, ABM will remove from service any employee assigned to Client's or any of its affiliates' premises who has engaged in improper conduct, including without limitation, a breach of Client's or its applicable affiliate's policies, a violation of applicable law, or failure to perform the Services in accordance with the provisions of this Agreement, provided such request is in accordance with all laws and collective bargaining agreements, if applicable. ABM shall supervise its employees through ABM's designated personnel. At all times while on Client's or any of its affiliates' premises or performing the Services, ABM and its employees and agents shall observe and comply with all Client's or its applicable affiliate's rules, policies, and procedures, including, without limitation, those rules, policies, and procedures pertaining to the conduct, operations, health, safety, and protection of persons and property, intellectual property, and information technology infrastructure. Further, at Client's discretion and request, ABM agrees to execute any acknowledgements or certifications required pursuant to any such policies in the same manner as may be required of other contractors.

15. Use. With Client's express prior written consent in each instance, ABM may use Client's name, trademark, and/or logo in promotional materials, publicity releases, advertising, or any other similar publications or communications.

16. Keys. ABM shall not be provided master keys to any property of Client or its affiliates. Should access to a master key be required, Client will provide a key box or lock box for such master key(s) at the property. Notwithstanding anything to the contrary in this Agreement, ABM shall not be responsible for any damages including, without limitation, any costs incurred in re-keying or changing locks caused by the loss or theft of such key(s).

17. Notices. Notices, requests, demands, etc., shall be written and deemed delivered (i) on the day of actual delivery if personally delivered, (ii) on the fifth (5th) day after being mailed by certified or registered U.S. Mail, return receipt requested and postage prepaid, or (iii) on the next business day after deposit with a nationally-recognized overnight courier for next-day delivery:

to Client at:

American Public Education, Inc.
111 W. Congress Street
Charles Town, WV 25414
ATTN: VP Real Estate

to ABM at:

ABM Industry Groups, LLC
[965 Decatur Avenue North]
[Golden Valley MN 55427]
ATTN: [Stephen Johnson Regional Vice President]

With a copy to:

American Public Education, Inc.
111 W. Congress Street
Charles Town, WV 25414
ATTN: Legal Affairs

With a copy to:

LegalNotice@abm.com
Attn: Deputy General Counsel, Commercial

18. Assignment. This Agreement may not be assigned by a party hereto without the consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed. The foregoing sentence shall not be construed to restrict or prohibit assignment of this Agreement or of any rights or obligations hereunder, in whole or in part, by either party to an affiliate or to a successor to all or substantially all of the assets of such assigning party, whether by merger, consolidation, acquisition, purchase of assets, or other business reorganization.

19. Force Majeure. Neither party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine or government mandated shutdown, civil commotion, breakdown of communication facilities, natural catastrophes, strikes, fire, explosion, generalized lack of availability of supplies. For the avoidance of doubt, Force Majeure shall not include a party's financial inability to perform its obligations hereunder. The party affected by Force Majeure must provide prompt written notice (in no event more than two (2) business days) to the other party upon the onset of the Force Majeure event, and such notice shall describe the event in detail with a reasonable approximation of the expected duration of the event's effect on the party. Nothing in this provision shall be deemed to limit a party's right to terminate this Agreement by written notice pursuant to Section 3 during any event of Force Majeure.

20. Entire Agreement. This Agreement contains the entire agreement between the parties. All prior negotiations between the parties are merged in this Agreement, and there are no understandings or agreements other than those incorporated herein. This Agreement may not be modified except by written instrument signed by both parties. In the event of conflict between any of the foregoing provisions of this Agreement and any other contract,

purchase order, agreement or specification between the parties, this Agreement shall be controlling. This Agreement shall inure to and bind the successors, assigns, agents and representatives of the parties

21. Hazardous Waste. Under no circumstances shall ABM or its subcontractors handle or dispose of any hazardous substances or material at the Service locations listed in Exhibit B. Should the existence of such material or substances materially interfere with ABM or the subcontractor's ability to carry out the Services, ABM shall promptly notify Client of the nature of and precise location of any such substance. Services in the affected area shall not be resumed until hazardous substances and/or material have been properly contained within the affected area. The affected area for purposes of this provision is deemed as the room(s) where the hazardous substance and/or material is contained within. Any stoppage in Services pursuant to this section shall be limited to the affected area and shall not impact ABM's responsibility for carrying out Services for the remainder of the Service location.

22. Confidentiality. The term "Confidential Information" means all information which shall by its very nature reasonably be deemed or considered as confidential or proprietary, and includes but is not limited to business information regarding business planning and operations, names of or information concerning employees, strategic business plans, pricing information, products and services, potential acquisitions, customer lists, customer information, vendor information, account information, franchise lists, business systems and formats, survey data, criteria/methodology pertaining to review and evaluation of potential site development, knowledge and know-how (in whatever form and however communicated) relating directly or indirectly to the Client or any one or more of its affiliates that is delivered to ABM or, by nature of the Services described herein, acquired or accessed by, or otherwise available to, ABM or any of its officers, directors, partners, members, employees, agents, affiliates or subcontractors.

Confidential Information shall not include information, data, knowledge or know-how, as shown by written records, that (i) is in the public domain prior to this Agreement, or (ii) enters the public domain through no violation of ABM.

ABM and its officers, directors, partners, members, employees, agents, affiliates, and subcontractors shall keep in strictest confidence and not duplicate, use or disclose Confidential Information for any purpose whatsoever other than as necessary to perform the Services hereunder. ABM shall, upon expiration or termination of this Contract, at the Client's option, either return to the Client or destroy and certify in writing to the Client the destruction of any and all Confidential Information, and notes or summaries thereof or thereon, including copies or reproductions thereof, in ABM's possession, regardless of form, format, media, or method of storage. ABM agrees that it shall protect the confidentiality of Confidential Information through the exercise of the same procedures that it uses in preserving and safeguarding its own proprietary information, but in no event less than reasonable care. ABM shall limit access to Confidential Information to only those of its employees, agents and contractors having a need-to-know in connection with this Agreement.

ABM and its officers, directors, partners, members, employees, agents, affiliates, and subcontractors shall keep Confidential Information confidential and shall not disclose such information to any third party without the prior written approval of the Client, except that (i) ABM may disclose such information to consultants, agents or contractors engaged by ABM in the performance of the Services, to the extent such consultants, agents or contractors have a need for such information, (ii) ABM may disclose such information to the extent required by a court order under applicable Law, provided that it has given the Client reasonable prior written notice of that requirement. ABM disclosing Confidential Information to a third party shall require the third party to enter into a confidentiality agreement protecting such Confidential Information. ABM disclosing Confidential Information pursuant to (ii) above shall use commercially reasonable efforts to provide the Confidential Information under conditions of confidentiality.

Without limitation of any of the foregoing, ABM shall specifically inform all of its employees, agents, and contractors that (i) any and all information and data in Client's or any of its affiliate's facilities that may be observed or accessed, whether as documents, on electronic screens, on display boards, as presentation materials, or otherwise, should

be considered Client's and its affiliates' confidential and proprietary information, (ii) that the same may not under any circumstances be read, reproduced, disclosed, or shared with any other person, and (iii) that any efforts to access data or information in files, furnishings, computers, or otherwise is strictly prohibited (collectively, the "Confidentiality Rules"). Notwithstanding anything to the contrary herein, ABM shall be responsible for any failure of its employees, agents, and contractors to abide by said Confidentiality Rules.

ABM recognizes that a remedy at law for a breach of this Section 22 will not be adequate for Client's protection and, accordingly, Client shall have the right to seek, in addition to any other relief and remedies available to it, specific performance or injunctive relief to enforce the provisions of this Section 22.

23. ***Intentionally Deleted.***

24. General Provisions. This Agreement shall be interpreted so that all of the provisions herein are given as full effect as possible. If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term. This Agreement may be executed in one or more counterparts (which may be original or .PDF or facsimile or DocuSign signatures), each of which shall be deemed to be an original and all of which shall constitute the same instrument.

25. Subcontractors. If ABM subcontracts all or any part of the Services to be provided under this Agreement, ABM shall cause the subcontractor(s) to comply with all applicable laws, rules, regulations and provisions under this Agreement and shall remain responsible and liable for all actions and performance of such subcontractor(s).

26. Waiver. No waiver of any right or remedy on one occasion by either party shall be deemed a waiver of such right or remedy on any other occasion.

27. Governing Law; Jurisdiction. This Agreement and any claim, action, suit, proceeding or dispute arising out of this Agreement shall in all respects be governed by, and interpreted in accordance with, the substantive laws of the State of Delaware, without regard to the conflicts of laws provisions thereof. Venue and jurisdiction for any action, suit or proceeding arising out of this Agreement shall vest exclusively in the federal or state courts of general jurisdiction located in Wilmington, Delaware.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement intending it to be effective as of the date first written above.

Client:	**ABM:**
American Public Education, Inc.	**ABM Industry Groups, LLC**
A Delaware limited liability company	
d/b/a APEI Inc.	
By: Angela Selden (Sep 30, 2022 17:43 EDT)	By: James Walls (Oct 3, 2022 08:01 EDT)

Name: Angela Selden

Title: President and CEO

Sep 30, 2022

Name James Walls

Title: Regional Director of Operations

Oct 3, 2022

Exhibit A

Scope of Services Janitorial Services

Leased Property: 300: CATHOLIC SCHOOL	
Location: 300: ENTRANCES/OFFICES/CONFERENCE ROOMS/LIBRARY/CHAPEL	
Sanitize all touchpoints including elevator buttons, light switches, railings, door handles, telephones, etc. according to CDC/OSHA guidelines with an approved disinfectant	Weekly-Friday's
Clean, sanitize reception desk area surfaces, tables, printers, copiers etc.	Weekly-Friday's
Damp wipe desk tops, tables and chairs, whiteboards (if cleared of writing), and whiteboard trays and lecterns - spot clean as necessary	Weekly-Friday's
Empty all waste receptacles and recycling and properly dispose of waste, wipe receptacle, and replace liners	Weekly-Friday's
Wipe down elevator, sweep and mop interior floor	Weekly-Friday's
Vacuum mats and straighten properly	Weekly-Friday's
Vacuum carpet in high traffic areas and spot clean as needed	Weekly-Friday's
Dust all surfaces, including shelves in library & chapel	Weekly-Friday's
Dust all office furniture and equipment (file cabinets, bookshelves, literature holders & printers)	Weekly-Friday's
Sweep outside porch, steps, porch furniture & sidewalk in front of entrances - picking up trash and cigarette butts	Weekly-Friday's
Clean all interior glass windows/doors/sidelights (not including exterior facing windows of offices)	Weekly-Friday's
Thoroughly clean entrance glass - inside and out - on all exterior doors to the building & vestibule doors.	Weekly-Friday's
Spot clean fabric furniture	As-Needed
Thoroughly edge vacuum lobby and halls	Monthly-Friday
Clean doors, frames, light switches, kick/push plates on doors, walls and doors, check for cobwebs	Monthly-Friday
Dust and clean baseboards, and cobwebs from ceiling areas, light fixtures and corners	Monthly-Friday
Dust all window blinds (where applicable)	Monthly-Friday
Vacuum all fabric-covered furniture and wipe down plastic and leather chairs, including legs of chairs, interior-exterior	Quarterly-Friday
Dust and clean baseboards and cobwebs from ceiling areas, light fixtures, and corners as needed	Quarterly-Friday
Dust light fixtures and ceiling vents	Quarterly-Friday
Extract carpets-high traffic areas	Quarterly-Friday
Shampoo all carpets	Yearly-Friday
Shampoo fabric furniture	Yearly-as needed
Dust / Damp wipe hallway wall and pictures	Yearly-Friday
Location: 300: KITCHEN	
Sanitize all touchpoints including faucets, tables, light switches, door handles, remote control, etc. according to CDC/OSHA guidelines with an approved disinfectant	Weekly-Friday's
Wipe down elevator doors	Weekly-Friday's

Refill all dispensers to normal limits (towels, soap, etc.)Wipe down	Weekly-Friday's
Clean all surfaces including tables, chairs, counter and sink, faucets etc..	Weekly-Friday's
Clean microwave ovens, coffee makers and water coolers	Weekly-Friday's
Spot clean /Damp wipe vending machines and appliances	Weekly-Friday's
Spot clean / Damp wipe exterior of refrigerators (Sanitize handles)	Weekly-Friday's
Empty all waste receptacles and recycling and properly dispose of waste, wipe receptacle, and replace liners	Weekly-Friday's
Vacuum mats and straighten properly	Weekly-Friday's
Vacuum carpet in high traffic areas and spot clean as needed	Weekly-Friday's
Sweep, mop and disinfect all hard floors	Weekly-Friday's
Wipe down fronts of kitchen cabinets and drawers	Weekly-Friday's
Dust all window blinds (where applicable)	Monthly-Friday
Clean doors, frames, light switches, kick/push plates on doors, walls and doors, check for cobwebs	Monthly-Friday
Dust and clean baseboards, and cobwebs from ceiling areas, light fixtures and corners	Monthly-Friday
Dust light fixtures and ceiling vents	Quarterly-Friday
Scrub all hard floors with a machine scrubber (except wood)	Yearly-Friday
Location: 300: RESTROOMS	
Sanitize all touchpoints including light switches, fixtures, faucets, trash cans, door handles, etc. according to CDC/OSHA guidelines with an approved disinfectant	Weekly-Friday's
Refill all dispensers to normal limits (towels, toilet paper, soap, liners, etc.)Wipe down	Weekly-Friday's
Clean, sanitize and polish all basins, toilet bowls, (remove any stains from toilet bowls) observing proper dwell times	Weekly-Friday's
Clean and disinfect toilet seats, toilets, and toilet fixtures, observing proper dwell times	Weekly-Friday's
Clean and polish all glass, mirrors, and chrome fittings	Weekly-Friday's
Empty all waste receptacles and recycling and properly dispose of waste, wipe receptacle, and replace liners	Weekly-Friday's
Sweep restrooms floors, mop, and disinfect (making sure to clean all corners in restrooms)	Weekly-Friday's
Clean baseboards, especially behind toilets and around paper towel dispensers	Weekly-Friday's
Clean doors, frames, light switches, kick/push plates on doors, walls and doors, check for cobwebs	Monthly-Friday
Dust and clean baseboards, and cobwebs from ceiling areas, light fixtures and corners	Monthly-Friday
Scrub all ceramic tiled floors in restrooms with a machine scrubber	Quarterly-Friday
Dust light fixtures and ceiling vents	Quarterly-Friday

Location: 111 PRESIDENTIAL OFFICES	
Location: ENTRANCES / RECEPTION	
Sanitize all touchpoints including elevator buttons, light switches, railings, door handles, telephones, etc. according to CDC/OSHA guidelines with a an approved disinfectant	Daily
Clean, sanitize reception desk area surfaces, tables, printers, copiers etc..	Daily
Thoroughly clean entrance glass - inside and out - on all exterior doors to the building	Daily
Clean all interior glass windows/doors/sidelights (not including exterior facing windows of offices)	Daily
Empty all waste receptacles and recycling and properly dispose of waste, wipe receptacle, and replace liners	Daily
Wipe down elevator, sweep and mop interior floor	Daily
Vacuum mats in lobby area and straighten properly	Daily
Vacuum carpet in high traffic areas and spot clean as needed	Daily
Sweep and mop and disinfect all wood and hard floors, including stairs	Daily
Sweep outside porches, stairs, porch furniture, sidewalk and stairwells of both entrances, and 2nd floor exit, picking up trash and cigarette butts	Weekly
Thoroughly edge vacuum conference rooms, lobbies and halls	Weekly
Dust all office furniture and equipment (file cabinets, bookshelves, literature holders & printers)	Weekly
Spot clean fabric furniture	As-needed
Dust all window blinds (where applicable)	Monthly
Clean doors, frames, light switches, kick/push plates on doors, walls and doors, check for cobwebs	Monthly
Dust and clean baseboards, and cobwebs from ceiling areas, light fixtures and corners	Monthly
Vacuum all fabric-covered furniture and wipe down plastic and leather chairs, including legs of chairs	Quarterly
Dust and clean baseboards and cobwebs from ceiling areas, light fixtures, and corners as needed	Quarterly
Dust light fixtures and ceiling vents	Quarterly
Shampoo fabric furniture	Yearly-as needed
Dust / Damp wipe hallway walls and pictures	Yearly
Scrub all hard floors with a machine scrubber (except wood)	Yearly
Location: 111: OFFICES & CONFERENCE ROOMS	
Sanitize all touchpoints including phones, keyboards, chairs, tables, light switches, railings, door handles, etc. according to CDC/OSHA guidelines with an approved disinfectant	Daily
Clean, sanitize desk tops, tables and chairs, whiteboards (if cleared of writing), and whiteboard trays and lecterns - spot clean as necessary	Daily
Empty all waste receptacles and recycling and properly dispose of waste, wipe receptacle, and replace liners	Daily
Vacuum mats and straighten properly	Daily
Vacuum carpet in high traffic areas and spot clean as needed	Daily
Thoroughly clean entrance glass - inside and out - on all exterior doors to the building	Daily
Clean all interior glass windows/doors/sidelights (not including exterior facing windows of offices)	Daily
Spot clean fabric furniture	As-needed
Thoroughly edge vacuum conference rooms, lobbies and halls	Weekly
Dust all office furniture and equipment (file cabinets, bookshelves, literature holders, printers)	Weekly
Clean doors, frames, light switches, kick/push plates on doors, walls and doors, check for cobwebs	Monthly
Dust and clean baseboards, and cobwebs from ceiling areas, light fixtures and corners	Monthly
Dust all window blinds (where applicable)	Monthly
Dust and clean baseboards and cobwebs from ceiling areas, light fixtures, and corners as needed	Quarterly
Dust light fixtures and ceiling vents	Quarterly

Vacuum all fabric-covered furniture and wipe down plastic and leather chairs, including legs of chairs	Quarterly
Extract carpets-high traffic areas	Quarterly
Shampoo all carpets	Yearly
Dust / Damp wipe hallway walls and pictures	Yearly
Location: 111: KITCHENS/ BREAKROOMS/WELLNESS ROOMS	
Sanitize all touchpoints including faucets, tables, light switches, door handles, remote control, etc. according to CDC/OSHA guidelines with an approved disinfectant	Daily
Refill all dispensers to normal limits (towels, soap, etc.)Wipe down	Daily
Clean all surfaces including tables, chairs, counters, sink, faucets, etc..	Daily
Clean microwave ovens, coffee makers and water coolers	Daily
Spot clean /Damp wipe vending machines and appliances	Daily
Spot clean / Damp wipe exterior of refrigerators (Sanitize handles)	Daily
Empty all waste receptacles and recycling and properly dispose of waste, wipe receptacle, and replace liners	Daily
Vacuum mats and straighten properly	Daily
Vacuum carpet in high traffic areas and spot clean as needed	Daily
Sweep, mop and disinfect all hard floors	Daily
Clean all interior glass windows/doors/sidelights (not including exterior facing windows of offices)	As-needed
Spot clean fabric furniture	As-needed
Wipe down fronts of kitchen cabinets and drawers	Weekly
Vacuum thoroughly all carpeting & edges	Weekly
Dust all window blinds (where applicable)	Monthly
Clean doors, frames, light switches, kick/push plates on doors, walls and doors, check for cobwebs	Monthly
Dust and clean baseboards, and cobwebs from ceiling areas, light fixtures and corners	Monthly
Clean interior of refrigerator - shelves, drawers, etc.-Remove expired food	Last Friday of every month
Vacuum all fabric-covered furniture and wipe down plastic and leather chairs, including legs of chairs	Quarterly
Dust and clean baseboards, ceiling areas, light fixtures, and corners as needed	Quarterly
Extract carpets -high traffic areas	Quarterly
Dust light fixtures and ceiling vents	Quarterly
Shampoo all carpets	Yearly
Dust / Damp wipe hallway walls and pictures	Yearly
Scrub all hard floors with a machine scrubber (except wood)	Yearly
Location: 111 RESTROOMS	
Sanitize all touchpoints including light switches, fixtures, faucets, trash cans, door handles, etc. according to CDC/OSHA guidelines with an approved disinfectant	Daily
Refill all dispensers to normal limits (towels, toilet paper, soap, liners, etc.)Wipe down	Daily
Clean, sanitize and polish all basins, toilet bowls, (remove any stains from toilet bowls)observing proper dwell times	Daily
Clean and disinfect toilet seats, toilets, and toilet fixtures, observing proper dwell times	Daily
Clean and polish all glass, mirrors, and chrome fittings	Daily
Empty all waste receptacles and recycling and properly dispose of waste, wipe receptacle, and replace liners	Daily

Sweep restrooms floors, mop, and disinfect (making sure to clean all corners in restrooms)	Daily
Clean baseboards, especially behind toilets and around paper towel dispensers	Weekly
Clean doorframes, light switches, kick/push plates, walls, signage, walls, doors, partitions & check for cobwebs	Monthly
Dust and clean baseboards, and cobwebs from ceiling areas, light fixtures and corners	Monthly
Dust light fixtures and ceiling vents	Quarterly
Scrub all ceramic tiled floors in restrooms with a machine scrubber	Quarterly

Location: 216: OVERNIGHT GUEST HOUSE	
Location: 216: ENTRANCES/CONFERENCE ROOMS / OFFICES	
Sanitize all touchpoints including light switches, fixtures, faucets, trash cans, door handles, etc. according to CDC/OSHA guidelines with an approved disinfectant	Daily OR Upon Check out
Clean, sanitize reception desk area surfaces, tables, printers, copiers etc.	Daily OR Upon Check out
Damp wipe desk tops, tables and chairs, whiteboards (if cleared of writing), and whiteboard trays and lecterns - spot clean as necessary	Daily OR Upon Check out
Empty all waste receptacles and recycling and properly dispose of waste, wipe receptacle, and replace liners	Daily OR Upon Check out
Vacuum mats and straighten properly	Daily OR Upon Check out
Vacuum carpet in high traffic areas and spot clean as needed	Daily OR Upon Check out
Sweep, mop and sanitize all hard floors	Daily OR Upon Check out
Dust all office furniture and equipment (file cabinets, bookshelves, literature holders & printers)	Weekly
Thoroughly clean entrance glass - inside and out - on all exterior doors to the building	Weekly
Sweep outside porches, sidewalk and stairwells of both entrances, picking up trash and cigarette butts	Monthly
Thoroughly edge vacuum offices, conference room, lobbies and halls	Monthly
Dust all horizontal surfaces including sills, ledges, molding, shelves, picture frames, ducts, radiators, etc.	Monthly
Clean doors, frames, light switches, kick/push plates on doors, walls and doors, check for cobwebs	Monthly
Dust all window blinds (where applicable)	Monthly
Dust and clean baseboards and cobwebs from ceiling areas, light fixtures, and corners as needed	Quarterly
Dust light fixtures and ceiling vents	Quarterly
Vacuum all fabric-covered furniture and wipe down plastic and leather chairs, including legs of chairs	Quarterly
Extract carpets -high traffic areas	Quarterly
Dust and damp wipe down walls	Yearly
Shampoo all carpets	Yearly
Location: 216: 1st FLOOR MAIN KITCHEN	
Sanitize all touchpoints including faucets, tables, light switches, gym equipment, door handles, remote control, etc. according to CDC/OSHA guidelines with an approved disinfectant	Daily OR Upon Check out
Refill all dispensers to normal limits (towels, soap, etc.) Wipe down	Daily OR Upon Check out
Clean all surfaces including tables, chairs, counter and sink, faucets etc..	Daily OR Upon Check out
Clean microwave ovens, coffee makers and water coolers	Daily OR Upon Check out
Spot clean /Damp wipe vending machines and appliances	Daily OR Upon Check out
Spot clean / Damp wipe exterior of refrigerators (Sanitize handles)	Daily OR Upon Check out

Empty all waste receptacles and recycling and properly dispose of waste, wipe receptacle, and replace liners	Daily OR Upon Check out
Sweep, mop and disinfect all hard floors	Daily OR Upon Check out
Wipe down fronts of kitchen cabinets and drawers	Monthly
Dust window blinds (where applicable)	Monthly
Dust all horizontal surfaces including sills, ledges, molding, shelves, picture frames, ducts, radiators, etc.	Monthly
Clean doors, frames, light switches, kick/push plates on doors, walls and doors, check for cobwebs	Monthly
Dust and clean baseboards and cobwebs from ceiling areas, light fixtures, and corners as needed	Quarterly
Dust light fixtures and ceiling vents	Quarterly
Scrub all hard floors with a machine scrubber	Yearly
Location: 216: 1st FLOOR BATHROOMS	
Sanitize all touchpoints including light switches, fixtures, faucets, trash cans, door handles, etc. according to CDC/OSHA guidelines with an approved disinfectant	Daily OR Upon Check out
Refill all dispensers to normal limits (towels, toilet paper, soap, liners, etc.)Wipe down	Daily OR Upon Check out
Clean, sanitize and polish all basins, toilet bowls, (remove any stains from toilet bowls)observing proper dwell times	Daily OR Upon Check out
Clean and disinfect toilet seats, toilets, & toilet fixtures, observing proper dwell times	Daily OR Upon Check out
Clean and polish all glass, mirrors, and chrome fittings	Daily OR Upon Check out
Empty all waste receptacles and recycling and properly dispose of waste, wipe receptacle, and replace liners	Daily OR Upon Check out
Sweep restrooms floors, mop, and disinfect (making sure to clean all corners in restrooms)	Daily OR Upon Check out
Clean baseboards, especially behind toilets and around paper towel dispensers	Weekly
Dust all horizontal surfaces including sills, ledges, molding, shelves, picture frames, ducts, radiators, etc.	Monthly
Clean doors, frames, light switches, kick/push plates on doors, walls and doors, check for cobwebs	Monthly
Dust all light fixtures and ceiling vents	Quarterly
Scrub all hard floors with a machine scrubber	Yearly
Location: 216: GUEST ROOMS	
Sanitize all touchpoints including remote controls, light switches, trash cans, door handles, etc. according to CDC/OSHA guidelines with an approved disinfectant	Daily OR Upon Check out
Strip and remake all beds	Daily OR Upon Check out
Change out all dirty towels (for long term guests) change all towels & matting for check outs	Daily OR Upon Check out
Refill soap dispensers, wipe down, and replace all used soaps & shampoos and cups	Daily OR Upon Check out
Empty all waste receptacles and recycling and properly dispose of waste, wipe receptacle, and replace liners	Daily OR Upon Check out
Clean, sanitize and polish all basins, toilet bowls, (remove any stains from toilet bowls)observing proper dwell times	Daily OR Upon Check out
Clean and disinfect toilet seats, toilets & toilet fixtures, observing proper dwell times	Daily OR Upon Check out
Clean and disinfect showers, remove all soap/shampoo-polish glass and fixtures	Daily OR Upon Check out
Clean baseboards, especially behind toilets and around towel racks	Daily OR Upon Check out
Clean and polish all glass, mirrors, and chrome fittings	Daily OR Upon Check out
Sweep restrooms floors, mop, and disinfect (making sure to clean all corners in restrooms)	Daily OR Upon Check out

Vacuum carpet in high traffic areas and spot clean as needed	Daily OR Upon Check out
Dust surfaces, headboard, tv, night table, window sills, checking for insects and cobwebs	Upon Check out
Wash, dry, fold all linens and replace in each room (2 sets of each item)	Upon Check out
Check dressers/closet for items left behind	Upon Check out
Spot clean fabric furniture	As-Needed
Thoroughly edge vacuum conference rooms, lobbies and halls	Monthly
Dust all horizontal surfaces including sills, ledges, molding, shelves, picture frames, ducts, radiators, etc.	Monthly
Clean doors, frames, light switches, kick/push plates on doors, walls and doors, check for cobwebs	Monthly
Dust all window blinds (where applicable)	Monthly
Dust and clean baseboards and cobwebs from ceiling areas, light fixtures, and corners as needed	Quarterly
Dust light fixtures and ceiling vents	Quarterly
Vacuum all fabric-covered furniture and wipe down plastic and leather chairs, including legs of chairs	Quarterly
Extract carpets -high traffic areas	Quarterly
Shampoo all fabric furniture	Yearly-as needed
Shampoo all carpets	Yearly
Dust and damp wipe down walls	Yearly
Location 216: UNITS WITH KITCHENS-additional requirements	
Sanitize all touchpoints including faucets, tables, light switches, railings, door handles, remote control, etc. according to CDC/OSHA guidelines with an approved disinfectant	Daily/Upon Checkout
Replace dish soap and sanitizer	Daily/As needed
Clean all surfaces including counter and sink, faucets etc.. Wash dishes in dishwasher and put away	Upon Check out
Clean stovetop, microwave ovens, coffee makers	Upon Check out
Spot clean / Damp wipe exterior of refrigerators (Sanitize handles) Empty any left over contents	Upon Check out
Replace kitchen towels and pot holders	Upon Check out
Wipe down fronts of kitchen cabinets and drawers	Upon Check out

Location: 393, 330 and 303: FINANCE CENTER, ACADEMIC CENTER & IT CENTER	
Location: ENTRANCES / RECEPTION / HALLWAYS/LIBRARY	
Sanitize all touchpoints including elevator buttons, light switches, railings, door handles, telephones, etc. according to CDC/OSHA guidelines with an approved disinfectant	Daily
Clean, sanitize reception desk area surfaces, tables, printers, copiers etc..	Daily
Thoroughly clean entrance glass - inside and out - on all exterior doors to the building & vestibule doors.	Daily
Spot Clean all interior sidelights, glass windows & doors (not including exterior facing windows of offices)	Daily
Empty all waste receptacles and recycling and properly dispose of waste, wipe receptacle, and replace liners	Daily
Wipe down elevator, sweep and mop interior floor	Daily
Vacuum mats and straighten properly	Daily
Vacuum carpet in high traffic areas and spot clean as needed	Daily
Clean and sanitize all drinking fountains	Daily
Sweep, mop and disinfect all hard floors (other than terrazzo)	Daily
Dust mop, auto scrub all terrazzo flooring in Finance Center	Daily alt-1st and 2nd floor
High-speed polishing of all terrazzo flooring in Finance center	Daily alt-1st and 2nd floor
Polish stone reception desks with stone polish-no harsh chemicals	Weekly

Clean all lobby and atrium glass including glass stairwell, and dust framework and glass fixtures	Weekly
Dust all office furniture and equipment (file cabinets, bookshelves, literature holders & printers)	Weekly
Thoroughly edge vacuum conference rooms, lobbies and halls	Weekly
Sweep outside sidewalk in front of entrances - picking up trash and cigarette butts around entrances and dumpster areas	Weekly
Dust all window blinds (where applicable)	Monthly
Dust all horizontal surfaces including sills, ledges, molding, shelves, picture frames, ducts, radiators, etc.	Monthly
Clean doors, frames, light switches, kick/push plates on doors, walls and doors, check for cobwebs	Monthly
Vacuum all fabric-covered furniture and wipe down plastic and leather chairs, including legs of chairs	Quarterly
Dust and clean baseboards, and cobwebs from ceiling areas, light fixtures and corners	Quarterly
Clean interior entrance top of glass vestibule	Quarterly
Top scrub/coat of all terrazzo flooring	Yearly
Dust / Damp wipe hallway walls & pictures- NO chemical to be used on pictures in 393 Finance Center pictures	Yearly
Strip and wax all Terrazzo flooring	Yearly
Location: CONFERENCE ROOMS / BOARDROOMS / MULTI-PURPOSE ROOM	
Sanitize all touchpoints including elevator buttons, light switches, railings, door handles, telephones, etc. according to CDC/OSHA guidelines with an approved disinfectant	Daily
Clean, sanitize desk tops, tables and chairs, whiteboards (if cleared of writing), and whiteboard trays and lecterns - spot clean as necessary	Daily
Empty all waste receptacles and recycling and properly dispose of waste, wipe receptacle, and replace liners	Daily
Vacuum mats and straighten properly	Daily
Vacuum carpet in high traffic areas and spot clean as needed	Daily
NO CHEMICAL to be used on Finance Center 3rd Floor Boardroom conference table	Daily
Spot Clean all interior sidelights, glass windows & doors (not including exterior facing windows of offices)	Daily -As needed
Spot clean fabric furniture	As-Needed
Thoroughly edge vacuum conference rooms, lobbies and halls	Weekly
Dust all office furniture and equipment (file cabinets, bookshelves, literature holders & printers)	Weekly
Dust all horizontal surfaces including sills, ledges, molding, shelves, picture frames, ducts, radiators, etc.	Monthly
Clean doors, frames, light switches, kick/push plates on doors, walls and doors, check for cobwebs	Monthly
Dust all window blinds (where applicable)	Monthly
Dust and clean baseboards, and cobwebs from ceiling areas, light fixtures and corners	Quarterly
Vacuum all fabric-covered furniture and wipe down plastic and leather chairs, including legs of chairs	Quarterly
Extract carpets-high traffic areas	Quarterly
Dust and damp wipe down walls	Yearly
Shampoo all carpets	Yearly
Shampoo multipurpose room chairs	Semi-Annually
Location: CUBE AND OFFICE AREAS	
Sanitize all touchpoints including phones, keyboards, chairs, tables, light switches, railings, door handles, etc. according to CDC/OSHA guidelines with an approved disinfectant	Daily
Clean, sanitize desk tops, tables and chairs, whiteboards (if cleared of writing), and whiteboard trays and lecterns - spot clean as necessary	Daily
Empty all waste receptacles and recycling and properly dispose of waste, wipe receptacle, and replace liners	Daily
Vacuum mats and straighten properly	Daily
Vacuum carpet in high traffic areas and spot clean as needed	Daily
Clean all interior glass windows/doors/sidelights (not including exterior facing windows of offices)	Daily
Spot clean fabric furniture	As-Needed

Thoroughly edge vacuum conference rooms, lobbies and halls	Weekly
Dust all office furniture and equipment (file cabinets, bookshelves, literature holders & printers)	Weekly
Dust all horizontal surfaces including sills, ledges, molding, shelves, picture frames, ducts, radiators, etc.	Monthly
Clean doors, frames, light switches, kick/push plates on doors, walls and doors, check for cobwebs	Monthly
Dust all window blinds (where applicable)	Monthly
Dust and clean baseboards and cobwebs from ceiling areas, light fixtures, and corners as needed	Quarterly
Dust light fixtures and ceiling vents	Quarterly
Vacuum all fabric-covered furniture and wipe down plastic and leather chairs, including legs of chairs	Quarterly
Extract carpets-high traffic areas	Quarterly
Shampoo all carpets	Yearly
Dust and damp wipe down walls	Yearly
Location: KITCHENS/ BREAKROOMS/WELLNESS ROOMS/GYM	
Sanitize all touchpoints including faucets, tables, light switches, gym equipment, door handles, remote control, etc. according to CDC/OSHA guidelines with an approved disinfectant	Daily
Refill all dispensers to normal limits (towels, soap, etc.)Wipe down	Daily
Clean all surfaces including tables, chairs, counter and sink, faucets etc..	Daily
Clean microwave ovens, coffee makers and water coolers	Daily
Spot clean /Damp wipe vending machines and appliances	Daily
Spot clean / Damp wipe exterior of refrigerators (Sanitize handles)	Daily
Empty all waste receptacles and recycling and properly dispose of waste, wipe receptacle, and replace liners	Daily
Vacuum mats and straighten properly	Daily
Vacuum carpet in high traffic areas and spot clean as needed	Daily
Sweep, mop and disinfect all hard floors (other than terrazzo)	Daily
Spot Clean all interior sidelights, glass windows & doors (not including exterior facing windows of offices)	Daily-As needed
Thoroughly edge vacuum conference rooms, lobbies and halls	Weekly
Wipe down fronts of kitchen cabinets and drawers	Weekly
Vacuum thoroughly all carpeting & edges	Weekly
Dust all window blinds (where applicable)	Monthly
Dust all horizontal surfaces including sills, ledges, molding, shelves, picture frames, ducts, radiators, etc.	Monthly
Clean interior of refrigerator - shelves, drawers, etc.-Remove expired food	Last Friday of every month
Spot clean kitchen chairs	As-Needed
Dust and clean baseboards and cobwebs from ceiling areas, light fixtures, and corners as needed	Quarterly
Dust light fixtures and ceiling vents	Quarterly
Vacuum all fabric-covered furniture and wipe down plastic and leather chairs, including legs of chairs	Quarterly
Extract carpets-high traffic areas	Quarterly
Dust and damp wipe down walls	Yearly
Shampoo kitchen chairs	Yearly
Shampoo all carpets	Yearly
Scrub all hard floors with a machine scrubber (except Terrazzo)	Yearly
Location: RESTROOMS - Men's and Women's	
Sanitize all touchpoints including light switches, fixtures, faucets, trash cans, door handles, etc. according to CDC/OSHA guidelines with an approved disinfectant	Daily
Refill all dispensers to normal limits (towels, toilet paper, soap, liners, etc.)Wipe down	Daily

Clean, sanitize and polish all basins, toilet bowls, and urinals (remove any stains from toilet bowls and urinals)observing proper dwell times	Daily
Clean and disinfect toilet seats, toilet & urinal fixtures, observing proper dwell times	Daily
Clean and polish all glass, mirrors, and chrome fittings	Daily
Empty all waste receptacles and recycling and properly dispose of waste, wipe receptacle, and replace liners	Daily
Sweep restrooms floors, mop, and disinfect (making sure to clean all corners in restrooms)	Daily
Clean baseboards, especially behind toilets and around paper towel dispensers	Weekly
Location: RESTROOMS - Men's and Women's Continued	
Clean doorframes, light switches, kick/push plates, walls, signage, walls, doors, partitions & check for cobwebs	Monthly
Pour half gallon of water in p-traps/floor drains to ensure no sewer odor (NO chemical)	Twice Monthly
Dust light fixtures and ceiling vents	Quarterly
Scrub all hard floors with a machine scrubber (except Terrazzo)	Quarterly

DAY PORTER SCOPE: Location: 393, 330 and 303: FINANCE CENTER, ACADEMIC CENTER & IT CENTER	
Location: ENTRANCES / RECEPTION / HALLWAYS/LIBRARY	
Sanitize all touchpoints including elevator buttons, light switches, railings, door handles, telephones, etc. according to CDC/OSHA guidelines with an approved disinfectant	Daily
Thoroughly clean entrance glass - inside and out - on all exterior doors to the building & vestibule doors.	Daily
Clean and sanitize all drinking fountains	Daily
Wipe down elevator, sweep and mop interior floor	Daily
Sweep or bissell mats and straighten properly	Daily
Sweep or bissell carpet in high traffic areas and spot clean as needed	Daily
Launder all microfiber towels and mops	Daily
DAY PORTER SCOPE: Location: CONFERENCE ROOMS / BOARDROOMS / MULTI-PURPOSE ROOM	
Sanitize all touchpoints including elevator buttons, light switches, railings, door handles, telephones, etc. according to CDC/OSHA guidelines with an approved disinfectant	Daily
Sweep or bissell mats and straighten properly	Daily
Sweep or bissell carpet in high traffic areas and spot clean as needed	Daily
DAY PORTER SCOPE: Location: CUBE AND OFFICE AREAS	
Sanitize all touchpoints including phones, keyboards, chairs, tables, light switches, railings, door handles, etc. according to CDC/OSHA guidelines with an approved disinfectant	Daily
Sweep or bissell mats and straighten properly	Daily
Sweep or bissell carpet in high traffic areas and spot clean as needed	Daily
DAY PORTER SCOPE: Location: KITCHENS/ BREAKROOMS/WELLNESS ROOMS/GYM	
Sanitize all touchpoints including faucets, tables, light switches, gym equipment, door handles, remote control, etc. according to CDC/OSHA guidelines with an approved disinfectant	Daily
Refill all dispensers to normal limits (towels, soap, etc.)Wipe down	Daily
Clean all surfaces including tables, chairs, counter and sink, faucets etc..	Daily
Clean microwave ovens, coffee makers and water coolers	Daily
Spot clean /Damp wipe vending machines and appliances	Daily
Spot clean / Damp wipe exterior of refrigerators (Sanitize handles)	Daily
Empty all waste receptacles and recycling and properly dispose of waste, wipe receptacle, and replace liners	Daily
DAY PORTER SCOPE: Location: RESTROOMS - Men's and Women's	
Sanitize all touchpoints including light switches, fixtures, faucets, trash cans, door handles, etc. according to CDC/OSHA guidelines with an approved disinfectant	Daily
Refill all dispensers to normal limits (towels, toilet paper, soap, liners, etc.)Wipe down	Daily

Clean, sanitize and polish all basins, toilet bowls, and urinals (remove any stains from toilet bowls and urinals)observing proper dwell times	Daily
Clean and disinfect toilet seats, toilet & urinal fixtures, observing proper dwell times	Daily
Clean and polish all glass, mirrors, and chrome fittings	Daily
Empty all waste receptacles and recycling and properly dispose of waste, wipe receptacle, and replace liners	Daily
Sweep restrooms floors, and spot mop	Daily
DAY PORTER SCOPE: Location: 216: OVERNIGHT GUEST HOUSE	
DAY PORTER SCOPE: Location: 216: ENTRANCES/CONFERENCE ROOMS / OFFICES	
Sanitize all touchpoints including light switches, fixtures, faucets, trash cans, door handles, etc. according to CDC/OSHA guidelines with an approved disinfectant	Daily OR Upon Check out
Clean, sanitize reception desk area surfaces, tables, printers, copiers etc.	Daily OR Upon Check out
Damp wipe desk tops, tables and chairs, whiteboards (if cleared of writing), and whiteboard trays and lecterns - spot clean as necessary	Daily OR Upon Check out
Empty all waste receptacles and recycling and properly dispose of waste, wipe receptacle, and replace liners	Daily OR Upon Check out
Vacuum mats and straighten properly	Daily OR Upon Check out
Vacuum carpet in high traffic areas and spot clean as needed	Daily OR Upon Check out
Sweep, mop and sanitize all hard floors	Daily OR Upon Check out
Dust all office furniture and equipment (file cabinets, bookshelves, literature holders & printers)	Weekly
Thoroughly clean entrance glass - inside and out - on all exterior doors to the building	Weekly
Sweep outside porches, sidewalk and stairwells of both entrances, picking up trash and cigarette butts	Monthly
Thoroughly edge vacuum offices, conference room, lobbies and halls	Monthly
Dust all horizontal surfaces including sills, ledges, molding, shelves, picture frames, ducts, radiators, etc.	Monthly
Clean doors, frames, light switches, kick/push plates on doors, walls and doors, check for cobwebs	Monthly
Dust all window blinds (where applicable)	Monthly
Dust and clean baseboards and cobwebs from ceiling areas, light fixtures, and corners as needed	Quarterly
Dust light fixtures and ceiling vents	Quarterly
Vacuum all fabric-covered furniture and wipe down plastic and leather chairs, including legs of chairs	Quarterly
DAY PORTER SCOPE: Location: 216: 1st FLOOR MAIN KITCHEN	
Sanitize all touchpoints including faucets, tables, light switches, gym equipment, door handles, remote control, etc. according to CDC/OSHA guidelines with an approved disinfectant	Daily OR Upon Check out
Refill all dispensers to normal limits (towels, soap, etc.) Wipe down	Daily OR Upon Check out
Clean all surfaces including tables, chairs, counter and sink, faucets etc..	Daily OR Upon Check out
Clean microwave ovens, coffee makers and water coolers	Daily OR Upon Check out
Spot clean /Damp wipe vending machines and appliances	Daily OR Upon Check out
Spot clean / Damp wipe exterior of refrigerators (Sanitize handles)	Daily OR Upon Check out
Empty all waste receptacles and recycling and properly dispose of waste, wipe receptacle, and replace liners	Daily OR Upon Check out
Sweep, mop and disinfect all hard floors	Daily OR Upon Check out
Wipe down fronts of kitchen cabinets and drawers	Monthly
Dust window blinds (where applicable)	Monthly
Dust all horizontal surfaces including sills, ledges, molding, shelves, picture frames, ducts, radiators, etc.	Monthly

Clean doors, frames, light switches, kick/push plates on doors, walls and doors, check for cobwebs	Monthly
Dust and clean baseboards and cobwebs from ceiling areas, light fixtures, and corners as needed	Quarterly
Dust light fixtures and ceiling vents	Quarterly
DAY PORTER SCOPE: Location: 216: 1st FLOOR BATHROOMS	
Sanitize all touchpoints including light switches, fixtures, faucets, trash cans, door handles, etc. according to CDC/OSHA guidelines with an approved disinfectant	Daily OR Upon Check out
Refill all dispensers to normal limits (towels, toilet paper, soap, liners, etc.)Wipe down	Daily OR Upon Check out
Clean, sanitize and polish all basins, toilet bowls, (remove any stains from toilet bowls)observing proper dwell times	Daily OR Upon Check out
Clean and disinfect toilet seats, toilets, & toilet fixtures, observing proper dwell times	Daily OR Upon Check out
Clean and polish all glass, mirrors, and chrome fittings	Daily OR Upon Check out
Empty all waste receptacles and recycling and properly dispose of waste, wipe receptacle, and replace liners	Daily OR Upon Check out
Sweep restrooms floors, mop, and disinfect (making sure to clean all corners in restrooms)	Daily OR Upon Check out
Clean baseboards, especially behind toilets and around paper towel dispensers	Weekly
Dust all horizontal surfaces including sills, ledges, molding, shelves, picture frames, ducts, radiators, etc.	Monthly
Clean doors, frames, light switches, kick/push plates on doors, walls and doors, check for cobwebs	Monthly
Dust all light fixtures and ceiling vents	Quarterly
DAY PORTER SCOPE: Location: 216: GUEST ROOMS	
Sanitize all touchpoints including remote controls, light switches, trash cans, door handles, etc. according to CDC/OSHA guidelines with an approved disinfectant	Daily OR Upon Check out
Strip and remake all beds	Daily OR Upon Check out
Change out all dirty towels (for long term guests) change all towels & matting for check outs	Daily OR Upon Check out
Refill soap dispensers, wipe down, and replace all used soaps & shampoos and cups	Daily OR Upon Check out
Empty all waste receptacles and recycling and properly dispose of waste, wipe receptacle, and replace liners	Daily OR Upon Check out
Clean, sanitize and polish all basins, toilet bowls, (remove any stains from toilet bowls)observing proper dwell times	Daily OR Upon Check out
Clean and disinfect toilet seats, toilets & toilet fixtures, observing proper dwell times	Daily OR Upon Check out
Clean and disinfect showers, remove all soap/shampoo-polish glass and fixtures	Daily OR Upon Check out
Clean baseboards, especially behind toilets and around towel racks	Daily OR Upon Check out
Clean and polish all glass, mirrors, and chrome fittings	Daily OR Upon Check out
Sweep restrooms floors, mop, and disinfect (making sure to clean all corners in restrooms)	Daily OR Upon Check out
Vacuum carpet in high traffic areas and spot clean as needed	Daily OR Upon Check out
Dust surfaces, headboard, tv, night table, window sills, checking for insects and cobwebs	Upon Check out
Wash, dry, fold all linens and replace in each room (2 sets of each item)	Upon Check out
Check dressers/closet for items left behind	Upon Check out
Spot clean fabric furniture	As-Needed
Thoroughly edge vacuum conference rooms, lobbies and halls	Monthly
Dust all horizontal surfaces including sills, ledges, molding, shelves, picture frames, ducts, radiators, etc.	Monthly
Clean doors, frames, light switches, kick/push plates on doors, walls and doors, check for cobwebs	Monthly

Dust all window blinds (where applicable)	Monthly
Dust and clean baseboards and cobwebs from ceiling areas, light fixtures, and corners as needed	Quarterly
Dust light fixtures and ceiling vents	Quarterly
Vacuum all fabric-covered furniture and wipe down plastic and leather chairs, including legs of chairs	Quarterly
Dust and damp wipe down walls	Yearly

DAY PORTER SCOPE: Location 216: UNITS WITH KITCHENS-additional requirements	
Sanitize all touchpoints including faucets, tables, light switches, railings, door handles, remote control, etc. according to CDC/OSHA guidelines with an approved disinfectant	Daily/Upon Checkout
Replace dish soap and sanitizer	Daily/As needed
Clean all surfaces including counter and sink, faucets etc.. Wash dishes in dishwasher and put away	Upon Check out
Clean stovetop, microwave ovens, coffee makers	Upon Check out
Spot clean / Damp wipe exterior of refrigerators (Sanitize handles) Empty any left over contents	Upon Check out
Replace kitchen towels and pot holders	Upon Check out
Wipe down fronts of kitchen cabinets and drawers	Upon Check out

Exhibit B

Pricing Schedule

Monthly Pre Tax

PRICING METHOD	
Year 1 Pricing	$19,834/month
Year 2 Pricing	$19,834/month
Year 3 Pricing	$20,628/month

- TAX IS NOT INCLUDED
- PRICE IS MONTHLY AND IS BASED ON CURRENT OCCUPANCY -ADJUSTMENTS CAN BE MADE FOR OCCUPANCY OR BUILDING SALE
- MONTHLY PRICING DOES NOT INCLUDE EQUIPMENT OR CONSUMABLES
- PRICE INCLUDES ANNUAL STRIP AND WAX. CARPET CLEANING IS NOT INCLUDED IN THE CONTRACTUAL
- CARPET CLEANING SF COST REMAINS THE SAME OVER 3 YEAR CONTRACT

Additional Schedule

Provide complete pricing for the table below

(1) Supervisor to meet with on-site APEI staff to address any issues

(2) Carpet Clean entire building (hot water treatment or shampoo)

(3) Carpet Spot Clean (per hour)

(4) Additional Labor Per Hour (Janitorial Related)

(5) Additional Labor Per Hour (Misc. Maintenance Related) - e.g. Assistance to clean up after an incident/event, Additional weekend clean as requested

(6) Other Prices as needed per Campus (e.g. price to strip & wax VCT tile)

Supervisor to meet on-site with APEI Staff	**$26/hour**
Carpet Clean Entire Space (Hot Water or Shampoo)	**$.015/sf**
Carpet Spot Clean (Hourly Costs)	**$22/hour**
Add'l Labor Per Hour (Typical Janitorial)	**$22/hour**
Add'l Labor Per Hour (Misc. Maint.)	**$26/hour**
Other Prices as Needed (e.g. Strip & Wax VCT)	**$.50/sf**

ABM Standard Janitorial Services Agreement - APEI - REVISED

Final Audit Report 2022-09-30

Created:	2022-09-30
By:	APEI PURCHASING (purchasing@apus.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAAnk5DYX9x30mBSIS7xyZ-Do5hy5YgA6S0

"ABM Standard Janitorial Services Agreement - APEI - REVISED" History

Document created by APEI PURCHASING (purchasing@apus.edu)
2022-09-30 - 5:49:07 PM GMT- IP address: 98.233.186.55

Document emailed to Angela Selden (aselden@apei.com) for signature
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Email viewed by Angela Selden (aselden@apei.com)
2022-09-30 - 5:51:22 PM GMT- IP address: 104.28.58.2

Document e-signed by Angela Selden (aselden@apei.com)
Signature Date: 2022-09-30 - 9:43:06 PM GMT - Time Source: server- IP address: 65.51.192.190

Agreement completed.
2022-09-30 - 9:43:06 PM GMT

ABM Standard Janitorial Services Agreement - APEI - REVISED - signed

Final Audit Report 2022-10-03

Created:	2022-10-01
By:	APEI PURCHASING (purchasing@apus.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAApJkFch750dMWZmbHmGasdISuuELtt8q_

"ABM Standard Janitorial Services Agreement - APEI - REVISED - signed" History

Document created by APEI PURCHASING (purchasing@apus.edu)
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2022-10-01 - 11:28:23 AM GMT- IP address: 40.94.31.126

Signer james.walls@abm.com entered name at signing as James Walls
2022-10-03 - 12:01:48 PM GMT- IP address: 69.242.35.33

Document e-signed by James Walls (james.walls@abm.com)
Signature Date: 2022-10-03 - 12:01:50 PM GMT - Time Source: server- IP address: 69.242.35.33

Agreement completed.
2022-10-03 - 12:01:50 PM GMT

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 11/03/25
Department: City Council
Category: Resolution
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2025-1218: Jefferson County Community Ministries (JCCM) Food Drive/Food Bank Resolution

ATTACHMENTS:

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 11/03/25
Department: City Council
Category: Ordinance
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2025-1219: First Reading of an Ordinance to Amend and Reenact the Rates, Rules and Regulations for Furnishing Sewer Service at Charles Town and Vicinity, Jefferson County, West Virginia by Revising Capacity Improvement Fees

Proposed Motion: Approve the First Reading of an Ordinance to Amend and Reenact the Rates, Rules and Regulations for Furnishing Sewer Service at Charles Town and Vicinity, Jefferson County, West Virginia by Revising Capacity Improvement Fees.

ATTACHMENTS:

- 10-29-2025 SEWER Ordinance Finalized (Whereas Clause Revised) (02085768xA377B).pdf
- 10-29-2025 SEWER Tariff No. 23 Finalized (02085744xA377B).pdf

ORDINANCE NUMBER _____

AN ORDINANCE TO AMEND AND REENACT THE RATES, RULES AND REGULATIONS FOR FURNISHING SEWER SERVICE AT CHARLES TOWN AND VICINITY, JEFFERSON COUNTY, WEST VIRGINIA BY REVISING CAPACITY IMPROVEMENT FEES

WHEREAS, Chapter 8, Article 20, Section 10, and Chapter 24, Article 1, Section 1 (j) of the *West Virginia Code*, as amended, gives to municipally operated combined water and sewer public utilities the approval authority to set their own rates and charges; and,

WHEREAS, the current Capacity Improvement Fees billed for the flows to the Charles Town Utility Board's sewer collection system and treatment facility from multi-residential and non-residential structures are insufficient to cover the cost thereof; and

WHEREAS, in order to provide sufficient revenue to cover the cost of the collection and treatment of flows from multi-residential and non-residential structures, the Common Council of the City of Charles Town deems it necessary to revise its Capacity Improvement Fees.

THEREFORE, THE COMMON COUNCIL OF THE CITY OF CHARLES TOWN, WEST VIRGINIA HEREBY ORDAINS the following revisions to SCHEDULE II of its Sewer Tariff No. 22 currently on file with the Public Service Commission of West Virginia:

RULES AND REGULATIONS

The Rules and Regulations Set Forth In Current Sewer Tariff No. 22
Remain The Same

SCHEDULE I

The Rates and Charges Set Forth In Current Sewer Tariff No. 22
Remain The Same

SCHEDULE II
CAPACITY IMPROVEMENT FEES

APPLICABILITY

Applicable to the entire service area and due and payable for each customer connection adding new flows into the sewer collection system and treatment facility. Effective for service connections proposed on or after the date of enactment.

CAPACITY IMPROVEMENT FEE

For all new service proposed to be connected to the Utility, there shall be paid to the Utility Board a Capacity Improvement Fee of $4,495 for each residential connection or non-residential connection adding new flows into the sewer collection system and treatment facility. The Capacity Improvement Fee will be paid at the time of building permit application and a receipt from CTUB will be issued to the customer for the fees assessed. Connections shall be paid in accordance with the usage equivalent schedule set forth below.

ADDITIONAL CAPACITY IMPROVEMENT FEE – FLOWING SPRINGS PUMP STATION

Pursuant to the Flowing Springs Pump Station Repayment Agreement, customers in the Flowing Springs Development District connecting to the Flowing Springs Pump Station shall be charged an additional Capacity Improvement Fee of $1,625.00 for each residential or non-residential connection. Connections for non-residential use shall be paid in accordance with a residential usage equivalent schedule set forth hereinafter.

USAGE EQUIVALENTS FOR MULTIPLE RESIDENTIAL OR NON-RESIDENTIAL CAPACITY IMPROVEMENT FEES

Capacity Improvement Fees for multi-residential and non-residential structures adding new flows to the sewer collection system and treatment facility shall be based upon the following:

NEW

USAGE EQUIVALENTS FOR MULTIPLE RESIDENTIAL OR NON-RESIDENTIAL CAPACITY IMPROVEMENT FEES

Capacity Improvement Fees for multi-residential and non-residential structures requiring new or additional flow from the water distribution system and treatment facility shall be based upon the following:

UNIT	WATER GALLONS/DAY	RESIDENTIAL USAGE EQUIVALENT
Apartments (two bedroom)	210	0.75/unit
Bowling Alleys		
Per Alley	75	0.3/unit
Per Alley with Bar	225	0.8/unit
Brewery per seat manufacture and sampling only	2	0.01/seat
Brewery per seat with ABCA License for onsite consumption	5	0.02/seat

Churches with kitchen	5	0.02/member
Churches w/o kitchen	2	0.01/member
Clinics		
Per staff	20	0.07/staff
Per patient	5	0.02/staff
Domestic Sewage		
Residences (per resident -a-)		
New Collection System	70	4/unit
Summer Cottages, etc., per resident	5 0	0.2
Apartment Houses – one bedroom	140	0.5
--two bedroom	210	0.75
--three bedroom	280	1
Hospitals		
Each Patient (bedside)	300	1.1/patient
Each resident staff	100	0.4/staff
Each non-resident staff	20	0.07/staff
Industrial Park (sanitary waste only)		
Per developable acre	500	1.8/acre
Institutions		
Per resident	70	0.25/resident
Laundry (coin operated)		
Per machine	400	1.4/machine
Mobile homes	210	0.75/unit
Nursing and rest homes		
Per resident	150	0.5/resident
Per resident staff	70	0.3/staff
Offices and warehouses		
Per worker, no food service	20	0.07/worker
Add for food service, per worker	5	0.02/worker
Recreation		
Parks, picnic areas	10	.04/area
Campground, per person	25	0.09/person
Amphitheater, per person	5	0.02/person
Historical site, per person	5	0.02/person
Lodges, per person	70	0.3/person
Park Residences, per person	70	0.3/person
Park washhouse, per person	30	0.11/person
Restaurants		
24-hour service, per seat	50	0.18/seat
Ordinary, not 24-hour service, per seat	30	0.11/seat
Fast food service (single service, per seat	25	0.09/seat
Schools		
Elementary, each staff or student	8	0.03/student or staff
High school, each staff or student	10	0.04/student or staff
Boarding school	70	0.25

Service Stations		
Ordinary, not 24-hour service	500	1.8
24-hour service	1,000	3.6
Shopping mall per 100 sq. ft	15	0.05/100 sq. ft.
Tavern-Little or no food, per seat	20	0.1/seat
Theaters		
Movie, per seat	2	0.01/seat
Travel Trailer Park		
No water to site, per person	35	0.13/person
Water to site, per person	50	0.18/person
Winery		
Per seat manufacture and sampling only	2	0.01/seat
Per seat ABCA License allowing onsite consumption	5	0.02/seat
Beauty Parlors/Barber shops		
Per chair	150	0.5/chair
Per operator	20	0.1/operator
Dentist		
Per chair	20	0.1/chair
Per staff	20	0.1/staff
Doctor		
Per patient	5	0.2/patient
Per staff	20	0.1/staff

If a unit does not appear on this schedule the sewer department shall determine its Residential Usage Equivalent in consultation with its consulting engineer.

SECTION TWO – EFFECTIVE DATE

The rates, fees and charges contained in this Ordinance are to become effective for all service rendered on and after January 1, 2026.

SECTION THREE – SEPARABILITY; REPEAL OF CONFLICTING ORDINANCES

The provisions of this Ordinance are separable, and if any clause, provision or section hereof be held void or unenforceable by any court of competent jurisdiction, such holding shall not affect the remainder of this Ordinance. Upon the effective date of the charges herein set forth, all ordinances, resolutions, orders or parts thereof in conflict with the provisions of this Ordinance are, to the extent that the provisions of this Ordinance do not touch upon the provisions of prior ordinances, resolutions, orders or parts thereof, the same shall remain in full force and effect.

SECTION FOUR – STATUTORY NOTICE AND PUBLIC HEARING

Upon introduction hereof, the City Clerk shall publish Notice of this Ordinance in *The Spirit of Jefferson* and *The Shepherdstown Chronicle* newspapers as a Class I publication. The publication shall be made at least one week before the meeting of the City Council at which a final reading and vote on the ordinance will be held. Said notice shall state that this Ordinance has been introduced, and that any person interested may appear before Council on **November 17, 2025 at 7:00 p.m.** and present protests, if any. At such hearing all objections and suggestions shall be heard and the Council shall take such action as it shall deem proper on the premises.

Further, said Notice shall advise the public that a copy of this ordinance is available for public inspection.

Passed on First Reading _____, 2025

Passed on Second Reading
Following Public Hearing _____, 2025

_____
CITY CLERK

P.S.C. W. Va. No. 23
Canceling P.S.C. W. Va. No. 22

CITY OF CHARLES TOWN, a municipal utility

OF

CHARLES TOWN, WEST VIRGINIA

RATES, RULES AND REGULATIONS FOR FURNISHING

SEWERAGE AND SEWAGE DISPOSAL SERVICE

at Charles Town, Ranson and vicinity, Jefferson County, West Virginia

Filed with THE PUBLIC SERVICE COMMISSION
of
WEST VIRGINIA

Issued November 20, 2025

Effective for service rendered on
and after January 1, 2026

Adopted By City Council
on November 17, 2025

Issued by CITY OF CHARLES TOWN,
a municipal corporation

By

Mayor

RULES AND REGULATIONS

I. Rules and Regulations for the Government of Sewerage Utilities, adopted by the Public Service Commission of West Virginia, and now in effect, and all amendments thereto and modifications thereafter made by the Commission are hereby adopted by reference.

SCHEDULE I

APPLICABILITY

Applicable within the entire territory served.

AVAILABILITY

Available for general domestic, commercial and industrial service.

RATES (Customers with a metered water supply)

First	2,000 gallons used per month	$15.24 per 1,000 gallons
Over	2,000 gallons used per month	$11.53 per 1,000 gallons

MINIMUM CHARGE

No bill shall be rendered for less than $30.48 per month, which is the equivalent of 2,000 gallons. Where sewer service is available by gravity flow and the customer has not connected to public sewer, the customer shall pay this minimum charge.

FLAT RATE CHARGE (Customers with non-metered water supply)

Equivalent of 3,500 gallons of water usage, $47.78 per month.

MULTIPLE OCCUPANCY

In apartment buildings, trailer parks, shopping centers or other multiple occupancy buildings or properties served by a master water meter, each discrete dwelling or business unit shall be required to pay not less than the minimum monthly charge provided herein.

DELAYED PAYMENT PENALTY

The above schedule is net. On all accounts not paid in full when due, 10% will be added to the net current amount unpaid. This delayed payment penalty is not interest and is to be collected only once for each bill where it is appropriate.

TAP FEE

A tap fee of $500.00 will be charged to customers applying for service outside of a sewerage system improvement project for each new tap to the system.

DISCONNECT-RECONNECT FEES

Whenever water service has been disconnected for non-payment of sewer bills in conjunction with a water service termination agreement with West Virginia American Water Company, a disconnection fee of $20.00 shall be charged in addition to a reconnection fee of $20.00 if service is restored.

RETURNED CHECK CHARGE

A service charge equal to the actual bank fee assessed to the sewer utility up to a maximum of $25.00 will be imposed upon any customer whose check for payment of charges is returned by the bank due to insufficient funds.

LEAK ADJUSTMENT

$1.01 per 1,000 gallons is to be used when the bill reflects unusual consumption which can be attributed to eligible leakage on the customer's side of the meter. This rate shall be applied to all such unusual consumption above 200% of the customer's historical average usage.

SECURITY DEPOSIT

Not to exceed two-twelfths (2/12) of the average usage of the applicant's specific customer class, or $50.00, whichever is greater. This fee may be changed by applicable statutory provisions. Each new customer shall make a security deposit which shall be refunded per the regulations of the Public Service Commission of West Virginia.

EXCESS POLLUTION SURCHARGE

A surcharge to recover extraordinary costs is levied upon customer discharges placing extraordinary demand upon treatment facilities, as measured by waste stream parameters of biochemical oxygen demand (BOD) and/or suspended solids in the wastewater. Users discharging any water or wastes with a zero-day average BOD in excess of 300 milligrams per liter or a 30-day average suspended solids content in excess of 300 milligrams per liter or containing suspended solids with a character or quantity of pollutant requiring unusual attention or expense to handle or treat, shall pay, in addition to the base monthly sewer user charges, an additional surcharge (Cs) as determined by the following formula:

$$Cs = Bc\ (B) + Sc\ (S) + Pc\ (P)Vu$$

B = Concentration of B.O.D. from a user above a base level (300 mg/l)
Bc = O & M cost of treatment of unit of biochemical oxygen demand (B.O.D.)
S = Concentration of suspended solids from a user above a base level (300mg/l)
Sc = O & M costs for treatment of a unit of suspended solids
Pc = O & M cost for treatment of a unit of any pollutant
P = Concentration of any pollutant from a user above a base level
Vu = Volume contribution from a user per unit of time.

SCHEDULE II
CAPACITY IMPROVEMENT FEES

APPLICABILITY

Applicable to the entire service area and due and payable for each customer connection adding new flows into the sewer collection system and treatment facility. Effective for service connections proposed on or after the date of enactment.

(I) CAPACITY IMPROVEMENT FEE

For all new service proposed to be connected to the Utility, there shall be paid to the Utility Board a Capacity Improvement Fee of $4,495.00 for each residential connection or non-residential connection adding new flows into the sewer collection system and treatment facility. The Capacity Improvement Fee will be paid at the time of building permit application and a receipt from CTUB will be issued to the customer for the fees assessed. Connections shall be paid in accordance with the usage equivalent schedule set forth below.

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Pursuant to the Flowing Springs Pump Station Repayment Agreement, customers in the Flowing Springs Development District connecting to the Flowing Springs Pump Station shall be charged an additional Capacity Improvement Fee of $1,625.00 for each residential or non-residential connection. Connections for non-residential use shall be paid in accordance with a residential usage equivalent schedule set forth hereinafter.

(I) Indicates increase

(C) USAGE EQUIVALENTS FOR MULTIPLE RESIDENTIAL OR NON-RESIDENTIAL CAPACITY IMPROVEMENT FEES

Capacity Improvement Fees for multi-residential and non-residential structures requiring new or additional flow from the water distribution system and treatment facility shall be based upon the following:

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Apartments (two bedroom)	210	0.75/unit
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Per Alley	75	0.3/unit
Per Alley with Bar	225	0.8/unit
Brewery per seat manufacture and sampling only	2	0.01/seat
Brewery per seat with ABCA License for onsite consumption	5	0.02/seat
Churches with kitchen	5	0.02/member
Churches w/o kitchen	2	0.01/member
Clinics		
Per staff	20	0.07/staff
Per patient	5	0.02/staff
Domestic Sewage		
Residences (per resident -a-)		
New Collection System	70	4/unit
Summer Cottages, etc., per resident	5 0	0.2
Apartment Houses – one bedroom	140	0.5
--two bedroom	210	0.75
--three bedroom	280	1
Hospitals		
Each Patient (bedside)	300	1.1/patient
Each resident staff	100	0.4/staff
Each non-resident staff	20	0.07/staff
Industrial Park (sanitary waste only)		
Per developable acre	500	1.8/acre
Institutions		
Per resident	70	0.25/resident
Laundry (coin operated)		
Per machine	400	1.4/machine
Mobile homes	210	0.75/unit
Nursing and rest homes		
Per resident	150	0.5/resident
Per resident staff	70	0.3/staff
Offices and warehouses		
Per worker, no food service	20	0.07/worker
Add for food service, per worker	5	0.02/worker

Recreation		
Parks, picnic areas	10	.04/area
Campground, per person	25	0.09/person
Amphitheater, per person	5	0.02/person
Historical site, per person	5	0.02/person
Lodges, per person	70	0.3/person
Park Residences, per person	70	0.3/person
Park washhouse, per person	30	0.11/person
Restaurants		
24-hour service, per seat	50	0.18/seat
Ordinary, not 24-hour service, per seat	30	0.11/seat
Fast food service (single service, per seat	25	0.09/seat
Schools		
Elementary, each staff or student	8	0.03/student or staff
High school, each staff or student	10	0.04/student or staff
Boarding school	70	0.25
Service Stations		
Ordinary, not 24-hour service	500	1.8
24-hour service	1,000	3.6
Shopping mall per 100 sq. ft	15	0.05/100 sq. ft.
Tavern-Little or no food, per seat	20	0.1/seat
Theaters		
Movie, per seat	2	0.01/seat
Travel Trailer Park		
No water to site, per person	35	0.13/person
Water to site, per person	50	0.18/person
Winery		
Per seat manufacture and sampling only	2	0.01/seat
Per seat ABCA License allowing onsite consumption	5	0.02/seat
Beauty Parlors/Barber shops		
Per chair	150	0.5/chair
Per operator	20	0.1/operator
Dentist		
Per chair	20	0.1/chair
Per staff	20	0.1/staff
Doctor		
Per patient	5	0.2/patient
Per staff	20	0.1/staff

If a unit does not appear on this schedule the sewer department shall determine its Residential Usage Equivalent in consultation with its consulting engineer.

(C) Indicates change in text

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 11/03/25
Department: City Council
Category: Ordinance
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2025-1220: First Reading of an Ordinance to Amend and Reenact the Rates, Rules and Regulations for Furnishing Water Service at Charles Town and Vicinity, Jefferson County, West Virginia by Revising Capacity Improvement Fees

Proposed Motion: Approve the First Reading of an Ordinance to Amend and Reenact the Rates, Rules and Regulations for Furnishing Water Service at Charles Town and Vicinity, Jefferson County, West Virginia by Revising Capacity Improvement Fees.

ATTACHMENTS:

- 10-29-2025 WATER Ordinance - FINALIZED (02085752xA377B).pdf
- 10-29-2025 WATER Tariff No. 17 - FINALIZED (02085542xA377B).pdf

ORDINANCE NUMBER _____

AN ORDINANCE TO AMEND AND REENACT THE RATES, RULES AND REGULATIONS FOR FURNISHING WATER SERVICE AT CHARLES TOWN AND VICINITY, JEFFERSON COUNTY, WEST VIRGINIA BY REVISING CAPACITY IMPROVEMENT FEES

WHEREAS, Chapter 8, Article 20, Section 10, and Chapter 24, Article 1, Section 1 (j) of the *West Virginia Code*, as amended, gives to municipally operated combined water and sewer public utilities the authority to set their own rates and charges; and,

WHEREAS, the current Capacity Improvement Fees billed by the Charles Town Utility Board for water flow to multi-residential and non-residential structures are insufficient to cover the associated cost; and

WHEREAS, in order to provide sufficient revenue to cover the cost of providing water flow to multi-residential and non-residential structures, the Common Council of the City of Charles Town deems it necessary to revise its Capacity Improvement Fees.

THEREFORE, THE COMMON COUNCIL OF THE CITY OF CHARLES TOWN, WEST VIRGINIA HEREBY ORDAINS the following revisions to SCHEDULE II of its Water Tariff No. 16 currently on file with the Public Service Commission of West Virginia:

RULES AND REGULATIONS

The Rules and Regulations Set Forth In Current Water Tariff No. 16
Remain The Same

SCHEDULE I
The Rates and Charges Set Forth In Current Water Tariff No.16
Remain The Same

SCHEDULE II
CAPACITY IMPROVEMENT FEES

APPLICABILITY
Applicable to the entire service area and due and payable for each customer connection requiring new or additional flow from the water distribution system and treatment facility. Effective for service connections proposed on or after the date of enactment.

CAPACITY IMPROVEMENT FEE
For all new service proposed to be connected to the Utility, there shall be paid to the Utility Board a Capacity Improvement Fee of $2,773.00 for each residential connection or non-residential connection requiring new or additional flow from the water distribution system and treatment facility. The Capacity Improvement Fee will be paid at the time of building permit application and

a receipt from CTUB will be issued to the customer for the fees assessed. Connections shall be paid in accordance with the usage equivalent schedule set forth below.

USAGE EQUIVALENTS FOR MULTIPLE RESIDENTIAL OR NON-RESIDENTIAL CAPACITY IMPROVEMENT FEES

Capacity Improvement Fees for multi-residential and non-residential structures requiring new or additional flow from the water distribution system and treatment facility shall be based upon the following:

UNIT	WATER GALLONS/DAY	RESIDENTIAL USAGE EQUIVALENT
Apartments (two bedroom)	210	0.75/unit
Bowling Alleys		
Per Alley	75	0.3/unit
Per Alley with Bar	225	0.8/unit
Brewery per seat manufacture and sampling only	2	0.01/seat
Brewery per seat with ABCA License for onsite consumption	5	0.02/seat
Churches with kitchen	5	0.02/member
Churches w/o kitchen	2	0.01/member
Clinics		
Per staff	20	0.07/staff
Per patient	5	0.02/staff
Domestic Sewage		
Residences (per resident -a-)		
New Collection System	70	4/unit
Summer Cottages, etc., per resident	5 0	0.2
Apartment Houses – one bedroom	140	0.5
--two bedroom	210	0.75
--three bedroom	280	1
Hospitals		
Each Patient (bedside)	300	1.1/patient
Each resident staff	100	0.4/staff
Each non-resident staff	20	0.07/staff
Industrial Park (sanitary waste only)		
Per developable acre	500	1.8/acre
Institutions		
Per resident	70	0.25/resident
Laundry (coin operated)		
Per machine	400	1.4/machine

Mobile homes	210	0.75/unit
Nursing and rest homes		
Per resident	150	0.5/resident
Per resident staff	70	0.3/staff
Offices and warehouses		
Per worker, no food service	20	0.07/worker
Add for food service, per worker	5	0.02/worker
Recreation		
Parks, picnic areas	10	.04/area
Campground, per person	25	0.09/person
Amphitheater, per person	5	0.02/person
Historical site, per person	5	0.02/person
Lodges, per person	70	0.3/person
Park Residences, per person	70	0.3/person
Park washhouse, per person	30	0.11/person
Restaurants		
24-hour service, per seat	50	0.18/seat
Ordinary, not 24-hour service, per seat	30	0.11/seat
Fast food service (single service, per seat	25	0.09/seat
Schools		
Elementary, each staff or student	8	0.03/student or staff
High school, each staff or student	10	0.04/student or staff
Boarding school	70	0.25
Service Stations		
Ordinary, not 24-hour service	500	1.8
24-hour service	1,000	3.6
Shopping mall per 100 sq. ft	15	0.05/100 sq. ft.
Tavern-Little or no food, per seat	20	0.1/seat
Theaters		
Movie, per seat	2	0.01/seat
Travel Trailer Park		
No water to site, per person	35	0.13/person
Water to site, per person	50	0.18/person
Winery		
Per seat manufacture and sampling only	2	0.01/seat
Per seat ABCA License allowing onsite consumption	5	0.02/seat
Beauty Parlors/Barber shops		
Per chair	150	0.5/chair
Per operator	20	0.1/operator
Dentist		
Per chair	20	0.1/chair
Per staff	20	0.1/staff

Doctor		
Per patient	5	0.2/patient
Per staff	20	0.1/staff

If a unit does not appear on this schedule the sewer department shall determine its Residential Usage Equivalent in consultation with its consulting engineer.

SECTION TWO – EFFECTIVE DATE

The rates, fees and charges contained in this Ordinance are to become effective for all service rendered on and after January 1, 2026.

SECTION THREE – SEPARABILITY; REPEAL OF CONFLICTING ORDINANCES

The provisions of this Ordinance are separable, and if any clause, provision or section hereof be held void or unenforceable by any court of competent jurisdiction, such holding shall not affect the remainder of this Ordinance. Upon the effective date of the charges herein set forth, all ordinances, resolutions, orders or parts thereof in conflict with the provisions of this Ordinance are, to the extent that the provisions of this Ordinance do not touch upon the provisions of prior ordinances, resolutions, orders or parts thereof, the same shall remain in full force and effect.

SECTION FOUR – STATUTORY NOTICE AND PUBLIC HEARING

Upon introduction hereof, the City Clerk shall publish Notice of this Ordinance in *The Spirit of Jefferson* and *The Shepherdstown Chronicle* newspapers as a Class I publication. The publication shall be made at least one week before the meeting of the City Council at which a final reading and vote on the ordinance will be held. Said notice shall state that this Ordinance has been introduced, and that any person interested may appear before Council on **November 17, 2025 at 7:00 p.m.** and present protests, if any. At such hearing all objections and suggestions shall be heard and the Council shall take such action as it shall deem proper on the premises.

Further, said Notice shall advise the public that a copy of this ordinance is available for public inspection.

Passed on First Reading _____, 2025

Passed on Second Reading
Following Public Hearing _____, 2025

_____
CITY CLERK

P.S.C. W. Va. No. 17
Canceling P.S.C. W. Va. No. 16

CITY OF CHARLES TOWN, a municipal utility

OF

CHARLES TOWN, WEST VIRGINIA

RATES, RULES AND REGULATIONS FOR FURNISHING

WATER

at Charles Town, Ranson and vicinity, Jefferson County, West Virginia

Filed with THE PUBLIC SERVICE COMMISSION
of
WEST VIRGINIA

Issued November 20, 2025

Effective for service rendered on and after
January 1, 2026

Adopted By City Council
on November 17, 2025

Issued by CITY OF CHARLES TOWN,
a municipal corporation

By _____

Mayor

RULES AND REGULATIONS

I. Rules and Regulations for the Government of Water Utilities, adopted by the Public Service Commission of West Virginia, and now in effect, and all amendments thereto and modifications thereafter made by the Commission are hereby adopted by reference.

SCHEDULE I

APPLICABILITY

Applicable within the entire area served except the contract rate.

AVAILABILITY

Available for general domestic, commercial and industrial service.

RATES

First	10,000 gallons used per month	$12.84 per 1,000 gallons
Next	30,000 gallons used per month	$10.73 per 1,000 gallons
Over	40,000 gallons used per month	$ 8.47 per 1,000 gallons
PNGI Contract Rate		$ 6.08 per 1,000 gallons

MINIMUM CHARGE

No bill shall be rendered for less than the following amounts, according to the size of the meter installed, to-wit:

5/8-inch and 5/8 x 3/4-inch	$ 25.68 per month
3/4-inch	$ 38.52 per month
1-inch	$ 64.20 per month
1-1/2-inch	$ 132.89 per month
2-inch	$ 207.80 per month
3-inch	$ 389.68 per month
4-inch	$ 717.98 per month
6-inch	$1,348.40 per month

FLAT RATE CHARGE (Customers with non-metered water supply)

Equivalent of 3,500 gallons of water usage, $44.94 per month.

METERED SALES – OTHER

For direct sales at the Water Treatment Plant $8.47 per 1,000 gallons

MULTIPLE OCCUPANCY

In apartment buildings, shopping centers or other multiple occupancy buildings, each unit shall be required to pay not less than the minimum monthly charge provided herein.

DELAYED PAYMENT PENALTY

The above schedule is net. On all accounts not paid in full when due, 10% will be added to the net current amount unpaid. This delayed payment penalty is not interest and is to be collected only once for each bill where it is appropriate.

TAP FEE

A tap fee of $500.00 will be charged to customers applying for service outside of a water system improvement project for each new tap to the system.

DISCONNECT-RECONNECT FEE

Whenever water service to a City of Charles Town Water customer has been disconnected for non-payment of a water bill, a disconnection fee of $20.00 shall be charged. Water service will not be restored until all past due bills, penalties and reconnection fees have been paid in full.

RETURNED CHECK CHARGE

A service charge equal to the actual bank fee assessed to the water utility up to a maximum of $25.00 will be imposed upon any customer whose check for payment of charges is returned by the bank due to insufficient funds.

LEAK ADJUSTMENT

$.89 per 1,000 gallons is to be used when the bill reflects unusual consumption which can be attributed to eligible leakage on the customer's side of the meter. This rate shall be applied to all such unusual consumption above 200% of the customer's historical average usage.

SECURITY DEPOSIT

Not to exceed two-twelfths (2/12) of the average usage of the applicant's specific customer class, or $50.00, whichever is greater. This fee may be changed by applicable statutory provisions. Each new customer shall make a security deposit which shall be refunded per the regulations of the Public Service Commission of West Virginia.

CITY OF CHARLES TOWN MUNICIPAL SERVICE FEES

STREET IMPROVEMENTS:

For the purpose of providing street improvements by the City of Charles Town there is hereby imposed upon the users thereof, that is to say, collectively upon the owners of each residential premise, each manufacturing plant and each business premise from and after July 1, 1999, an annual fee consistent with Article 770 of the City of Charles Town Codified Ordinances. The fee collected by CTUB will be paid directly to the City of Charles Town.

EMERGENCY SERVICE:

For the purposes of carrying out emergency services function as provided for in Article 107, Emergency Services of the City of Charles Town Codified Ordinances, there is hereby imposed upon the users thereof, that is to say each residential and each business premise from and after July 1st, 2006, a fee consistent with Article 774 of the City of Charles Town Codified Ordinances.

PARKS AND RECREATIONAL FACILITIES:

For the purpose of constructing, improving, extending, developing, maintaining, and operating a City public park and recreation system as provided for in Article 138 (of the City of Charles Town Codified Ordinances), there is hereby imposed upon the users thereof, that is to say each residential premise, and each business premise.

SCHEDULE II

CAPACITY IMPROVEMENT FEES

APPLICABILITY

Applicable to the entire service area and due and payable for each customer connection requiring new or additional flow from the water distribution system and treatment facility. Effective for service connections proposed on or after the date of enactment.

(D) CAPACITY IMPROVEMENT FEE

For all new service proposed to be connected to the Utility, there shall be paid to the Utility Board a Capacity Improvement Fee of $2,773.00 for each residential connection or non-residential connection requiring new or additional flow from the water distribution system and treatment facility. The Capacity Improvement Fee will be paid at the time of building permit application and a receipt from CTUB will be issued to the customer for the fees assessed. Connections shall be paid in accordance with the usage equivalent schedule set forth below.

(D) Indicates decrease in rate

(C) USAGE EQUIVALENTS FOR MULTIPLE RESIDENTIAL OR NON-RESIDENTIAL CAPACITY IMPROVEMENT FEES

Capacity Improvement Fees for multi-residential and non-residential structures requiring new or additional flow from the water distribution system and treatment facility shall be based upon the following:

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Clinics		
Per staff	20	0.07/staff
Per patient	5	0.02/staff
Domestic Sewage		
Residences (per resident -a-)		
New Collection System	70	4/unit
Summer Cottages, etc., per resident	5 0	0.2
Apartment Houses – one bedroom	140	0.5
--two bedroom	210	0.75
--three bedroom	280	1
Hospitals		
Each Patient (bedside)	300	1.1/patient
Each resident staff	100	0.4/staff
Each non-resident staff	20	0.07/staff
Industrial Park (sanitary waste only)		
Per developable acre	500	1.8/acre
Institutions		
Per resident	70	0.25/resident
Laundry (coin operated)		
Per machine	400	1.4/machine
Mobile homes	210	0.75/unit
Nursing and rest homes		
Per resident	150	0.5/resident
Per resident staff	70	0.3/staff

Offices and warehouses		
Per worker, no food service	20	0.07/worker
Add for food service, per worker	5	0.02/worker
Recreation		
Parks, picnic areas	10	.04/area
Campground, per person	25	0.09/person
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Historical site, per person	5	0.02/person
Lodges, per person	70	0.3/person
Park Residences, per person	70	0.3/person
Park washhouse, per person	30	0.11/person
Restaurants		
24-hour service, per seat	50	0.18/seat
Ordinary, not 24-hour service, per seat	30	0.11/seat
Fast food service (single service, per seat	25	0.09/seat
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Elementary, each staff or student	8	0.03/student or staff
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Movie, per seat	2	0.01/seat
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Winery		
Per seat manufacture and sampling only	2	0.01/seat
Per seat ABCA License allowing onsite consumption	5	0.02/seat
Beauty Parlors/Barber shops		
Per chair	150	0.5/chair
Per operator	20	0.1/operator
Dentist		
Per chair	20	0.1/chair
Per staff	20	0.1/staff
Doctor		
Per patient	5	0.2/patient
Per staff	20	0.1/staff

If a unit does not appear on this schedule the sewer department shall determine its Residential Usage Equivalent in consultation with its consulting engineer.

(C) Indicates change

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 11/03/25
Department: City Council
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2025-1211: Referral to Finance Committee - Facade Improvement and Walkability Improvement Grants

ATTACHMENTS:

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 11/03/25
Department: City Council
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2025-1221: Payment of Bills - November 3, 2025

ATTACHMENTS:

- GEN FUND COUNCIL REPORT 2025-11-03.pdf
- CAPITAL RESERVE COUNCIL REPORT 2025-11-03.pdf
- PARKS N REC COUNCIL REPORT 2025-11-03.pdf

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
BAILEY GAVIN	10/31/25	WVRPA CONF MILEAGE REIMB	GENERAL FUND	PLANNING & ZONING	233.80
				TOTAL:	233.80
CENTRAL ELEVATOR INSPECTION SERVICES,	10/31/25	RH ELEV ANNUAL TEST	GENERAL FUND	CITY HALL	180.00
				TOTAL:	180.00
COREY LEWIS	10/31/25	ICC CONF MILGE&TOLL&MEA R	GENERAL FUND	ENFORCEMENT AGENCY	494.20
	10/31/25	ICC CONF MILGE&TOLL&MEA R	GENERAL FUND	ENFORCEMENT AGENCY	55.62
	10/31/25	ICC CONF MILGE&TOLL&MEA R	GENERAL FUND	ENFORCEMENT AGENCY	280.00
				TOTAL:	829.82
DIVISION OF HIGHWAYS	10/31/25	BRINE DELIV JAN&FEB 25	GENERAL FUND	STREETS & HIGHWAYS	4,698.70
				TOTAL:	4,698.70
FIRST-CITIZENS BANK & TRUST CO	10/31/25	NOV25 2ND FLR PLOTTER RNT	GENERAL FUND	CITY HALL	506.12
	10/31/25	NOV25 1ST FLR COPIER RENT	GENERAL FUND	CITY HALL	255.36
				TOTAL:	761.48
FRONTIER, INC.	10/31/25	OCT25 CH ELEVATOR PHONE	GENERAL FUND	CITY HALL	71.53
	10/31/25	NOV25 PD FIRE ALARM SERV	GENERAL FUND	POLICE DEPARTMENT	108.52
				TOTAL:	180.05
INDUSTRIAL ORGANIZATIONAL SOLUTIONS IN	10/31/25	EXAM FEES	GENERAL FUND	POLICE DEPARTMENT	360.00
	10/31/25	EXAM FEES	GENERAL FUND	POLICE DEPARTMENT	114.00
	10/31/25	EXAM FEES	GENERAL FUND	POLICE DEPARTMENT	132.00
	10/31/25	EXAM FEES	GENERAL FUND	POLICE DEPARTMENT	23.00
				TOTAL:	629.00
JEFFERSON COUNTY HEALTH DEPT	10/31/25	CH & PD & CTUB FLU SHOTS	GENERAL FUND	NON-DEPARTMENTAL	162.00
	10/31/25	CH & PD & CTUB FLU SHOTS	GENERAL FUND	TREASURER'S OFFICE	54.00
	10/31/25	CH & PD & CTUB FLU SHOTS	GENERAL FUND	CITY CLERK'S OFFICE	27.00
	10/31/25	CH & PD & CTUB FLU SHOTS	GENERAL FUND	PLANNING & ZONING	27.00
	10/31/25	CH & PD & CTUB FLU SHOTS	GENERAL FUND	PARKING	27.00
	10/31/25	CH & PD & CTUB FLU SHOTS	GENERAL FUND	POLICE DEPARTMENT	162.00
	10/31/25	CH & PD & CTUB FLU SHOTS	GENERAL FUND	STREETS & HIGHWAYS	27.00
				TOTAL:	486.00
MARLIN LEASING CORPORATION	10/31/25	OCT 25 CH & PD COPIER RNT	GENERAL FUND	CITY HALL	280.00
	10/31/25	OCT 25 CH & PD COPIER RNT	GENERAL FUND	POLICE DEPARTMENT	515.98
				TOTAL:	795.98
NVA	10/31/25	NOV25 VISION INSURANCE	GENERAL FUND	NON-DEPARTMENTAL	144.67
	10/31/25	NOV25 VISION INSURANCE	GENERAL FUND	ECONOMIC DEVELOPMENT	7.97
	10/31/25	NOV25 VISION INSURANCE	GENERAL FUND	CITY MANAGER'S OFFICE	7.97
	10/31/25	NOV25 VISION INSURANCE	GENERAL FUND	TREASURER'S OFFICE	31.88
	10/31/25	NOV25 VISION INSURANCE	GENERAL FUND	CITY CLERK'S OFFICE	7.97
	10/31/25	NOV25 VISION INSURANCE	GENERAL FUND	CITY ATTORNEY	7.97
	10/31/25	NOV25 VISION INSURANCE	GENERAL FUND	ENFORCEMENT AGENCY	7.97
	10/31/25	NOV25 VISION INSURANCE	GENERAL FUND	BUILDING INSPECTION	7.97
	10/31/25	NOV25 VISION INSURANCE	GENERAL FUND	PLANNING & ZONING	31.88
	10/31/25	NOV25 VISION INSURANCE	GENERAL FUND	CITY HALL	7.97
	10/31/25	NOV25 VISION INSURANCE	GENERAL FUND	POLICE DEPARTMENT	135.49
	10/31/25	NOV25 VISION INSURANCE	GENERAL FUND	STREETS & HIGHWAYS	31.88
				TOTAL:	431.59
ORTEGA'S TACO SHOP	10/31/25	CWH FRYER& DISHWASHER REP	GENERAL FUND	STREETS & HIGHWAYS	201.40

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	10/31/25	CWH FRYER& DISHWASHER REP	GENERAL FUND	STREETS & HIGHWAYS	733.22
				TOTAL:	934.62
SHENANDOAH SALES AND SERVICE INC.	10/31/25	S06 AIR FLTR & FUEL FLTR	GENERAL FUND	STREETS & HIGHWAYS	535.48
	10/31/25	S06 THROTTLE REPAIR	GENERAL FUND	STREETS & HIGHWAYS	2,491.35
	10/31/25	S06 FUEL FLTR& FUSE HOLD	GENERAL FUND	STREETS & HIGHWAYS	557.00
				TOTAL:	3,583.83
T-MOBILE	10/31/25	OCT25 CH&PD&MD&ED&PZ&CA&C	GENERAL FUND	ECONOMIC DEVELOPMENT	32.88
	10/31/25	OCT25 CH&PD&MD&ED&PZ&CA&C	GENERAL FUND	CITY MANAGER'S OFFICE	49.55
	10/31/25	OCT25 CH&PD&MD&ED&PZ&CA&C	GENERAL FUND	CITY ATTORNEY	18.73
	10/31/25	OCT25 CH&PD&MD&ED&PZ&CA&C	GENERAL FUND	ENFORCEMENT AGENCY	18.73
	10/31/25	OCT25 CH&PD&MD&ED&PZ&CA&C	GENERAL FUND	PLANNING & ZONING	109.54
	10/31/25	OCT25 CH&PD&MD&ED&PZ&CA&C	GENERAL FUND	CITY HALL	32.88
	10/31/25	OCT25 CH&PD&MD&ED&PZ&CA&C	GENERAL FUND	CITY HALL	47.20
	10/31/25	OCT25 CH&PD&MD&ED&PZ&CA&C	GENERAL FUND	POLICE DEPARTMENT	143.62
	10/31/25	OCT25 CH&PD&MD&ED&PZ&CA&C	GENERAL FUND	STREETS & HIGHWAYS	108.72
				TOTAL:	561.85
WEST VIRGINIA TRACTOR COMPANY, INC.	10/31/25	SWEEPER THROTTLE SWITCH	GENERAL FUND	STREETS & HIGHWAYS	245.88
				TOTAL:	245.88
WORKFORCE WEST VIRGINIA	10/31/25	J PHILABAUM UNEMPLMT BNFT	GENERAL FUND	CITY HALL	174.50
				TOTAL:	174.50

========== FUND TOTALS ==========	
001 GENERAL FUND	14,727.10
GRAND TOTAL:	14,727.10

TOTAL PAGES: 2

APPROVED BY: _____

APPROVED BY: _____

SELECTION CRITERIA

SELECTION OPTIONS

VENDOR SET: 01-City of Charles Town
VENDOR: All
CLASSIFICATION: All
BANK CODE: Include: AP1
ITEM DATE: 0/00/0000 THRU 99/99/9999
ITEM AMOUNT: 99,999,999.00CR THRU 99,999,999.00
GL POST DATE: 0/00/0000 THRU 99/99/9999
CHECK DATE: 10/31/2025 THRU 10/31/2025

PAYROLL SELECTION

PAYROLL EXPENSES: NO
EXPENSE TYPE: N/A
CHECK DATE: 0/00/0000 THRU 99/99/9999

PRINT OPTIONS

PRINT DATE: Check Date
SEQUENCE: By Vendor Sort
DESCRIPTION: Item
GL ACCTS: NO
REPORT TITLE: COUNCIL REPORT
SIGNATURE LINES: 2

PACKET OPTIONS

INCLUDE REFUNDS: YES
INCLUDE OPEN ITEM:NO

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
CONSTRUCTIVE SOLUTIONS LLC	10/31/25	CH SOUTH WALL REPOINTING	CAPITAL RESERVE	STREETS & TRANSPORTATI	6,800.00
				TOTAL:	6,800.00
MICHAEL BAKER INTERNATIONAL, INC	10/31/25	SEPTMBER 25 ZONG ORD UPDA	CAPITAL RESERVE	GENERAL GOVERNMENT	8,109.08
				TOTAL:	8,109.08
MOORE AND DORSEY, INC.	10/31/25	3 HOLLIES FOR POTTERS FLD	CAPITAL RESERVE	STREETS & TRANSPORTATI	543.00
				TOTAL:	543.00
MPH INDUSTRIES, INC	10/31/25	CAR#19 OUTFITTING	CAPITAL RESERVE	PUBLIC SAFETY	2,606.00
				TOTAL:	2,606.00
TINT WIZARD	10/31/25	CAR#19 FRONT WINDOW TINT	CAPITAL RESERVE	PUBLIC SAFETY	425.00
				TOTAL:	425.00
TYLER TECHNOLOGIES, INC	10/31/25	TR SOFTWARE MIGRATION	CAPITAL RESERVE	GENERAL GOVERNMENT	5,760.00
	10/31/25	TR SOFTWARE MIGRATION	CAPITAL RESERVE	GENERAL GOVERNMENT	1,091.00-
				TOTAL:	4,669.00
WEST VIRGINIA DIVISION OF HIGHWAYS	10/31/25	CONGRESS/LAWRENCE IMPROV	CAPITAL RESERVE	STREETS & TRANSPORTATI	54,756.80
				TOTAL:	54,756.80

========== FUND TOTALS ==========	
200 CAPITAL RESERVE	77,908.88
GRAND TOTAL:	77,908.88

TOTAL PAGES: 1

APPROVED BY: _____

APPROVED BY: _____

SELECTION CRITERIA

SELECTION OPTIONS

VENDOR SET: 01-City of Charles Town
VENDOR: All
CLASSIFICATION: All
BANK CODE: Include: CAP1
ITEM DATE: 0/00/0000 THRU 99/99/9999
ITEM AMOUNT: 99,999,999.00CR THRU 99,999,999.00
GL POST DATE: 0/00/0000 THRU 99/99/9999
CHECK DATE: 10/31/2025 THRU 10/31/2025

PAYROLL SELECTION

PAYROLL EXPENSES: NO
EXPENSE TYPE: N/A
CHECK DATE: 0/00/0000 THRU 99/99/9999

PRINT OPTIONS

PRINT DATE: Check Date
SEQUENCE: By Vendor Sort
DESCRIPTION: Item
GL ACCTS: NO
REPORT TITLE: COUNCIL REPORT
SIGNATURE LINES: 2

PACKET OPTIONS

INCLUDE REFUNDS: YES
INCLUDE OPEN ITEM:NO

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
FUNTOPIA	10/31/25	BRIDGE OPENING PRIZES	PARKS & REC	PARKS & REC	32.00
				TOTAL:	32.00
POTOMAC EDISON COMPANY, INC	10/27/25	OCT25 JMP, EVR, LIB ELEC	PARKS & REC	PARKS & REC	226.17
				TOTAL:	226.17

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

207	PARKS & REC	258.17
	GRAND TOTAL:	258.17

TOTAL PAGES: 1

APPROVED BY: _____

APPROVED BY: _____

SELECTION CRITERIA

SELECTION OPTIONS

VENDOR SET: 03-CT BOARD OF P&R
VENDOR: All
CLASSIFICATION: All
BANK CODE: Include: PARK1
ITEM DATE: 0/00/0000 THRU 99/99/9999
ITEM AMOUNT: 99,999,999.00CR THRU 99,999,999.00
GL POST DATE: 0/00/0000 THRU 99/99/9999
CHECK DATE: 10/27/2025 THRU 10/31/2025

PAYROLL SELECTION

PAYROLL EXPENSES: NO
EXPENSE TYPE: N/A
CHECK DATE: 0/00/0000 THRU 99/99/9999

PRINT OPTIONS

PRINT DATE: Check Date
SEQUENCE: By Vendor Sort
DESCRIPTION: Item
GL ACCTS: NO
REPORT TITLE: COUNCIL REPORT
SIGNATURE LINES: 2

PACKET OPTIONS

INCLUDE REFUNDS: YES
INCLUDE OPEN ITEM:NO

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 11/03/25
Department: City Council
Category: Information Only
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2025-1212: Charles Town Police Department September Statistical Report

ATTACHMENTS:

- September 2025 CTPD Stats.pdf

Charles Town Police Department
Monthly Stat Report

September 2025

911 Hangup	16
Abandoned Vehicle	5
Aggressive Animal	1
Alarm	17
Animal Complaint	1
Assault	
ATV Complaint	1
BOLO	7
Breaking and Entering	
Breaking and Entering Veh	
Building Check	56
Business Engagement	10
Capias Recall by Court	20
Capias Service	3
Child Pornography	1
Community Engagement	11
Court/Bailiff Duty	3
Crossing Guard Duties	2
Destruction of Property	7
Directed Patrol	297
Disabled Vehicle	12
Disturbance	32
Domestic Battery	1
Drug Activity	6
DUI	2
EMS Assist	6
Fingerprinting	10
Fire Assist	2
Follow Up	14
Foot Patrol	28
Found Property	
Fraud	3
Funeral Escort	1
Hardcopy Check	10
Indecent Activity	1
Information	1
Intoxicated Person	
Juvenile Complaint	6

Loose Dog	
Missing Person	
Motorist Assist	7
MVA w/ Entrapment	
MVA Hit and Run	2
MVA No Injury	15
MVA w/ Injury	2
Noise Complaint	
Nuisance	
Open Door	
Out of Car (Investigation/Mtg/Court)	3
Overdose	1
Overdose-Death	2
Parking Complaint	11
Public Assist (In Person Contact)	20
Public Service (Phone Contact)	67
Reckless Driver	2
Road Patrol	18
Sexual Assault	
Shoplifting	
Special Event/Detail	15
Stolen Vehicle	
Suspicious Activity	5
Suspicious Mail	
Suspicious Person	3
Suspicious Vehicle	7
Theft	
Threats	3
Traffic Hazzard	6
Transport	
Trespassing	2
Unattended Death	3
VIN Verification	1
Warrant Service	1
Welfare Check	18
Wildlife Complaint	
Wires Down	
Total calls of service	**807**

Assists/Back-Ups:				
	Ranson	**10**	Sheriffs Dept.	**22**
	Harpers Ferry		State Police	**3**
	Shepherdstown		Other (not including CTPD)	**2**
			Total Assists	**37**

	Male	Female	Caucasian	African American	Hispanic	Asian	Other/ Unknown	Total
Defendants:	10	4	10	3	1			**14**
Total Charges	13	4	12	4	1			**17**
Citations:								**226**
- Moving								**118**
- Nonmoving								**101**
- Criminal								**4**
- S Ticket (Parking)								**3**
Stops	106	92	146	25	23	3	1	**198**
Warnings:								**135**
Stops	76	59	101	19	9	1	5	**135**
Total	**192**	155	**257**	**47**	**33**	**4**	**6**	
Incident Report								**44**
Parking								
- Citations								**201**
-Warnings								**23**

Charles Town Police Department
Monthly Stat Report
Charges by Offense/Gender/Race

September 2025

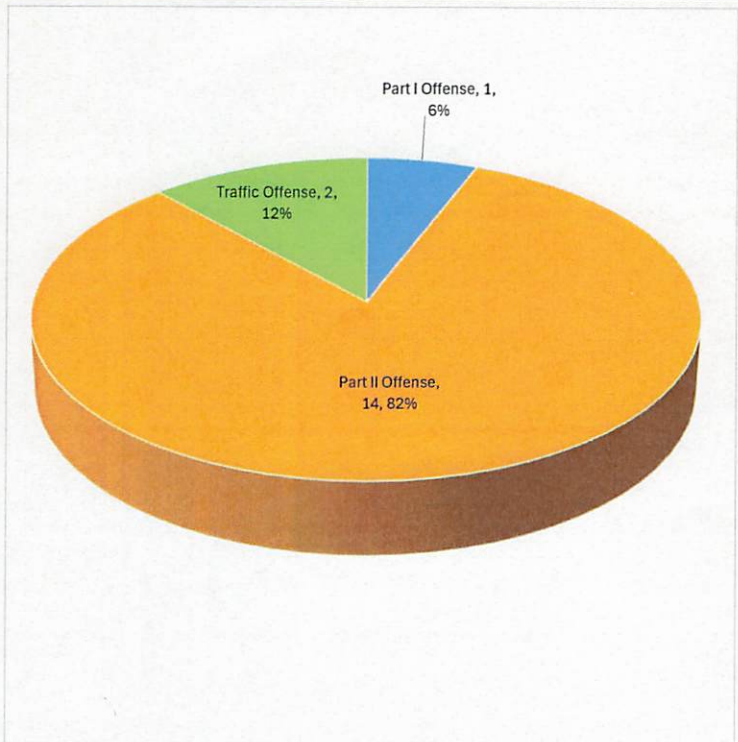
	Male	Female	Caucasian	African American	Hispanic	Asian	Unknown
PART I OFFENSE							
Arson 1st Degree							
Burglary (Daytime)							
Burglary (Nighttime)							
Grand Larceny							
Malicious Assault							
Malicious Wounding	1			1			
Attempted Murder 1st Degree							
Murder 1st Degree							
Petit Larceny							
Robbery - Attempted							
Robbery							
Robbery 2nd Degree							
Sexual Assault 1st Degree							
Shoplifting							
Shoplifting 2nd Offense							
Shoplifting 3rd Offense							
Strangulation							
TOTAL	1	0	0	1	0	0	0
PART II OFFENSE							
Assault							
Assault on an Officer							
Attempted to Defeat Drug/Alcohol Screening Test							
Battery							
Battery on Emergency Personnel							
Breaking and Entering - Attempted							
Capias Served	3		2	1			
Child Abuse Resulting in Injury							
Child Neglect Creating Risk of Injury							
Computer Fraud							
Conspiracy							
Conspiracy to Distribute MDMA							
Conspiracy to Breaking and Entering							
Conspiracy to Possess w/Intent to Deliver Cocaine							
Conspiracy to Possess w/Intent to Deliver Heroin							
Conspiracy to Shoplifting							
Cruelty to Animals							
Destruction of Property							
Disorderly Conduct							
Disruption of School							
Distribution of Crack Cocaine							
Disturbing the Peace							
Domestic Assault							
Domestic Battery		1		1			
Domestic Battery 2nd Offense							
Domestic Battery 3rd Offense							
Driving Revoked for DUI	2		2				
Driving Revoked for DUI 2nd							
Driving Revoked for DUI 3rd							
Driving Revoked Non DUI Admin							
DUI		1	1				
DUI 2nd							
DUI 3rd							
DUI Aggravated							

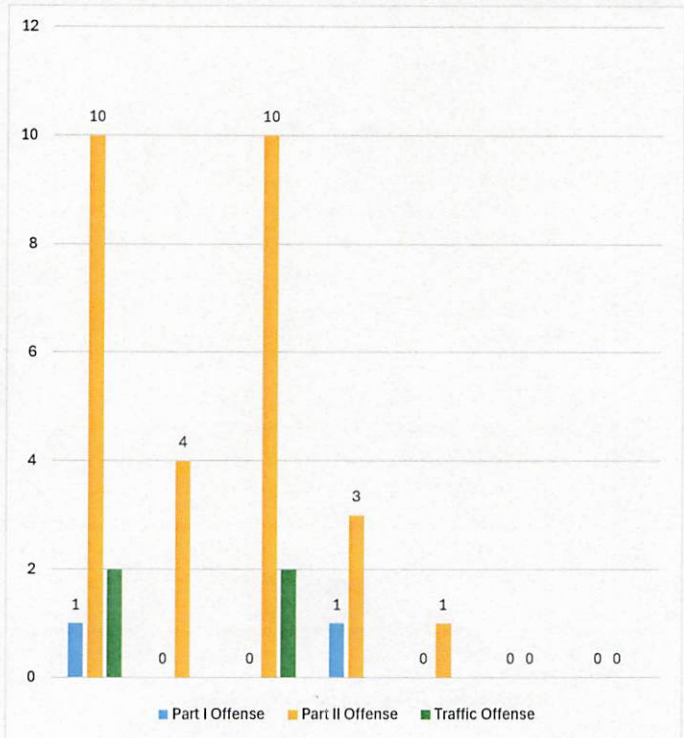
Charles Town Police Department
Monthly Stat Report
Charges by Offense/Gender/Race

DUI Causing Bodily Injury							
DUI - Drugs							
DUI - Drugs 3rd Offense							
DUI w/ Minor							
Engage in Business W/O Business Franchise Registration							
Failure to Make Required Payments							
False Alarm of Fire							
False Reporting of an Emergency							
Felon in Possession of Firearm							
Fingerprint Refusal							
Fleeing from Officer							
Fleeing in Vehicle w/ Reckless Indifference							
Forgery of Prescription							
Fraudulently Obtain Schedule V CDS Attempt							
Fraudulently Obtain Schedule V CDS							
Fugitive From Justice							
Interfering with Emergency Communication							
Interlock Violation							
Littering							
Non-Consensual Disclosure of Private Intimate Images							
Obstructing an Officer	1			1			
Obtain Money, Property, Services by False Pretense							
Open Container							
Open Container in Vehicle							
Pedestrian in Roadway							
Pimping							
Possession Deadly Weapon by Minor							
Possession of Alcohol Under 21							
Possession of Acetaminophen/Tramadol							
Possession of Cocaine							
Possession of Crack Cocaine							
Possession of Marijuana	3	2	4		1		
Possession of Methamphetamine							
Possession of Oxycodone							
Possession of Pregabalin							
Possession of Tramadol							
Possession w/ Intent to Deliver Crack Cocaine							
Possession w/ Intent to Deliver Marijuana	1		1				
Possession w/ Intent to Deliver Methamphetamine							
Probation Revocation							
Prohibited Person in Poss of Firearm							
Prostitution							
Providing Alcohol to Under 21							
Public Intoxication							
Reckless Driving							
Resisting Arrest							
Sexual Abuse 1st Degree							
Sexual Assault 2nd Degree							
Threats of Terroristic Acts							
Transfer Receive Stolen Property							
Trespassing							
Unlawful Possession/Transport into WV Fentanyl							
Underage Consumption of Alcohol							
Uttering of Forged Prescription							
Wanton Endangerment							
TOTAL	**10**	**4**	**10**	**3**	**1**	**0**	**0**

Charles Town Police Department
Monthly Stat Report
Charges by Offense/Gender/Race

TRAFFIC OFFENSE							
Cell Phone Violation							
Child Safety Restraint Violation							
Defective Equipment							
Driving Suspended							
Driving Suspended 2nd Offense							
Driving Suspended 3rd Offense							
Driving Too Fast for Conditions							
Exp/No MVI							
Expired/No Operators	1		1				
Expired/No Registration							
Fail to Keep Right							
Fail to Maintain Control							
Fail to Obey Traffic Control Device	1		1				
Fail to Obtain WV Operators							
Fail to Report Accident							
Following to Closely							
Improper Backing							
Improper Registration							
Leaving the Scene of Accident w/ Damage							
Left of Center							
No Insurance/No Proof of Insurance							
No Motorcycle Endorsement							
No Parking Violation							
No Seatbelt							
Passing on Right							
Red Light Violation							
Speeding							
Stop Sign Violation							
TOTAL	**2**	**0**	**2**	**0**	**0**	**0**	**0**
TOTAL CHARGES	**13**	**4**	**12**	**4**	**1**	**0**	**0**





Charles Town Police Department

SRO Monthly Report

Washington High School / Charles Town Middle School / 2025/2026 / September 2025

INVOLVEMENTS:					
Alcohol Related	0	Fire/Shelter Drills	0	SRO Use of Force	0
Battery on School Employee	0	Found Property	0	Suspensions	4
Citizen Assist	6	Incident Reports	4	Threats	0
Directed Patrols	0	Juvenile Petitions	4	Tobacco Related	2
Disturbance	1	Marijuana Possession	4	Trespassing	0
Evacuations	0	Parental Contacts	4	Vandalism/Theft	0
Extra Curricular Activities	4	Parking Complaints	0	Vehicle Accident	0
Fights	1	Reckless Driver	0	Welfare Check	0
Fire Department Assist	0	Social Media Related	0	***Total Involvements***	***34***

Officer Notes/Misc. Information:

YOUTH SERVICES:	
Total Classes Taught:	0
Students in Class:	0
Topics Taught:	0
One on One Contacts:	50
Total Students Served:	300

Charles Town Police Department

Community Policing Monthly Report

Downtown Charles Town / Residential Developments / Parks

September 2025

INVOLVEMENTS:	NUMBER
Building Check	2
Business Contact (talking with business owners and employees)	9
Community Contact (talking with residents and visitors)	11
Directed Patrol	12
Downtown Foot Patrol	8
Park patrol (Jefferson Memorial/Evitts Run/Skate Park, Willingham Knolls/Happy Retreat)	22
Special Event/Detail (see specifics in Notes section)	7
TOTAL INVOLVEMENTS	**71**

Officer Notes/Misc. Information:

Attended following events: Weekly Farmer's Market, Hip after 6, 1st Friday concert at Happy Retreat, 9/11 ceremonies at Independent Fire Dept. and Moose Lodge, Plantapalooza, meet and greet at Boy's and Girl's Club.

Met with coordinator of Charles Town Now organization.

Charles Town Police Department

Police Social Worker Monthly Report

September 2025

INVOLVEMENTS:	NUMBER
Alcohol Related	0
Domestic Violence Related	0
Drug Related	1
Events attended	3
Homeless Related	2
Meetings attended	10
Mental Health Related	1
Outreach completed	2
Trainings attended	5
TOTAL INVOLVEMENTS	24

Police Social Worker Notes/Misc. Information:
WV Purple Day (Prevention Networking)
Save a Life Day
Narcan Trained
Trainings Attended:
NARCAN training
Overdose prevention
Sequential Intercept Mapping training
Keep them safe suicide training
Overdose, grief, loss, & healing training
Community Connections Made:
Loving our community event
WV Purple day
Save a Life Day

Charles Town Police Department

Total Traffic Citation Report, by Violation

Violation	Description	Total
17A-3-16	Expired Registration	53
17A-9-2	No Or Expired Registration	18
17B-2-1	No Operators	4
17B-2-12	Expired Operators	1
17B-4-3(a)	Driving Suspended/2nd/3rd	5
17B-4-3(b)	Driving Revoked For DUI/2nd/3rd	2
17C-12-5	Stop Sign Violation	2
17C-14-15	Use Handheld Communication Device	3
17C-14-9a	Approaching Emergency Vehicle	1
17C-15-1	Unsafe-Improperly Equipped Vehicle	1
17C-16-9	No Or Expired MVI	24
17C-3-4	Fail To Obey Traffic Control Device	4
17C-3-5	Fail To Obey Traffic Light	21
17C-3-5(c)	Right on Red	1
17C-5-2(e)	Basic DUI <.15	1
17C-6-1a	Failure To Maintain Control	3
17C-6-1b	Speeding	63
17C-7-4	Passing On Right-Off Road	1
17C-9-1	Fail Yield At Intersection	1
17D-2A-3	No Insurance	2
17D-2A-4	No Proof Of Insurance	6
CTPD171.07	Failure To Appear For Trial (CAPIAS)	3
CTPD349.15	Shortcutting Traffic Control Device	1
CTPD361.08	Parking For Prohibited Purposes	3
CTPD531.03	Possession Of Marijuana <15gms	2
Report Totals		**226**

Report Includes:

All dates of issue between `00:00:00 09/01/25` and `23:59:59 09/30/25`, All agencies matching `CTPD`, All issuing officers, All areas, All courts, All offense codes, All dispositions, All citation/warning types

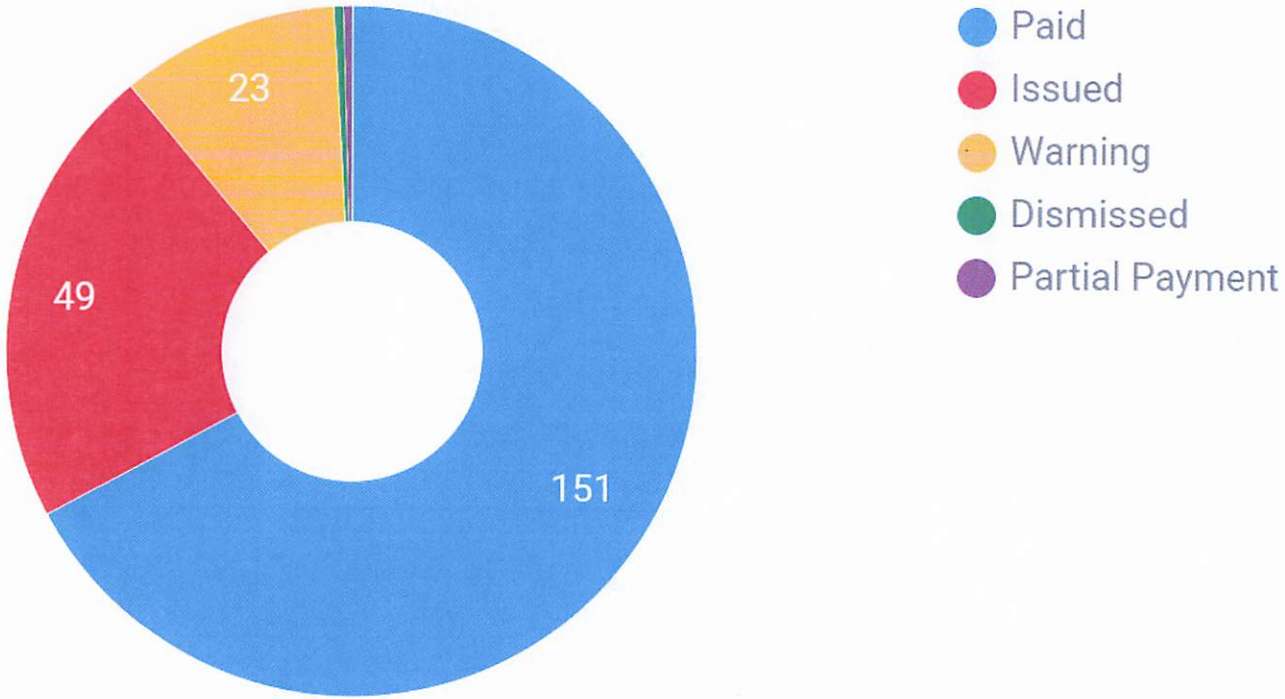
Charles Town Police Department

Total Traffic Warning Report, by Violation

Violation	Description	Total
17A-3-15	Improper Display Of Registration	8
17A-3-16	Expired Registration	37
17C-12-5	Stop Sign Violation	1
17C-14-15	Use Handheld Communication Device	5
17C-14-2	Improper Backing	1
17C-15-1	Unsafe-Improperly Equipped Vehicle	5
17C-15-4	Head Lamp Requirements	1
17C-16-9	No Or Expired MVI	4
17C-3-4	Fail To Obey Traffic Control Device	12
17C-5-3	Reckless Driving	1
17C-6-1a	Failure To Maintain Control	3
17C-6-1b	Speeding	44
17C-6-3a	Impeding Traffic	1
17C-7-1	Fail to Keep Right	1
17C-7-10	Following Too Closely	1
17C-7-4	Passing On Right-Off Road	3
17C-7-6	Left of Center	2
17C-7-8	One Way And Traffic Island Violation	2
17C-7-9(3)	Improper Use Of Turn Lane	1
17C-8-8	Improper Stopping/Turning/Signaling	1
CTPD349.15	Shortcutting Traffic Control Device	1
	Report Totals:	**135**

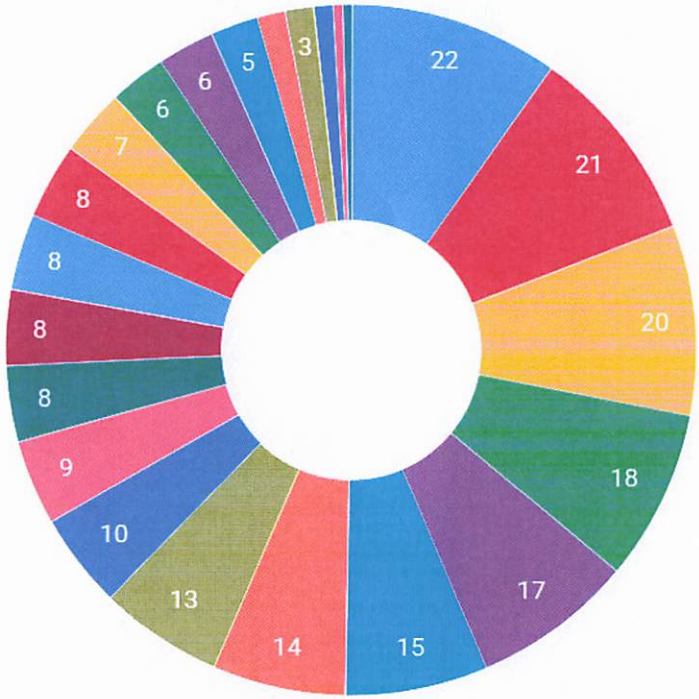
Report Includes:
All dates between `00:00:00 09/01/25` and `23:59:59 09/30/25`, All agencies matching `CTPD`, All issuing officers, All areas, All violations

City of Charles Town - Tickets By Status (Sept. 2025)



Data as of 10/20/2025, 12:00:00 AM

City of Charles Town - Tickets By Location (Sept. 2025)

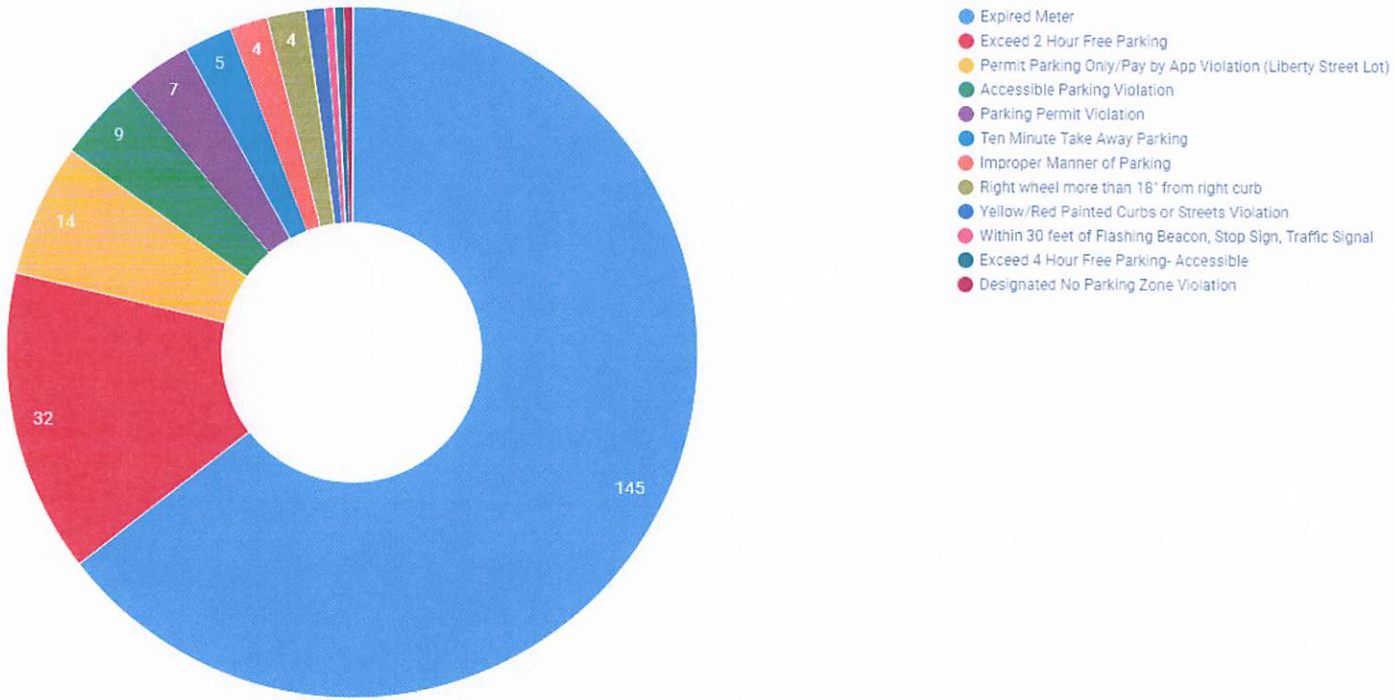


- 200 BLOCK WEST LIBERTY STREET
- 200 BLOCK NORTH GEORGE STREET
- 100 BLOCK NORTH CHARLES STREET
- 100 BLOCK SOUTH CHARLES STREET
- 100 BLOCK WEST WASHINGTON STREET
- 100 BLOCK WEST LIBERTY STREET
- LIBERTY STREET PARKING LOT
- 200 BLOCK WEST WASHINGTON STREET
- 100 BLOCK SOUTH LAWRENCE STREET
- 100 BLOCK NORTH LAWRENCE STREET
- 100 BLOCK EAST CONGRESS STREET
- CHARLES STREET PARKING LOT
- 100 BLOCK NORTH SAMUEL STREET
- 100 BLOCK WEST CONGRESS STREET
- 100 BLOCK SOUTH SAMUEL STREET
- 100 BLOCK EAST WASHINGTON STREET

1/2

Data as of 10/20/2025, 12:00:00 AM

City of Charles Town - Tickets By Violation (Sept. 2025)



Data as of 10/20/2025, 12:00:00 AM

ALL TRAFFIC SOLUTIONS®

NEIGHBORHOOD TRAFFIC SUMMARY



Posted Speed Limit

Violation Threshold= Speed Limit + 5mph

Traffic Study Dates:

09/25/2025 - 10/10/2025

Times: 0:00:00 - 23:59:59

Traffic Study Location:

311 S. George St, NB

Violators
1908

Total Vehicles	Min Speed	Average Speed	Max Speed
35925	10 MPH	23 MPH	73 MPH



Compliance Rate



Vehicles Slowed Down*



85th Percentile Speed**

*Vehicles that slowed down represents the number of vehicles that decreased speed in response to the radar feedback sign display.

**85th Percentile Speed refers to the maximum speed that 85% of drivers will not exceed on a given road, even if there were no speed limits, stop signs, or traffic signals.

Generated by Charles Town PD-WV on 10-10-2025

ALL TRAFFIC SOLUTIONS®

NEIGHBORHOOD TRAFFIC SUMMARY



Posted Speed Limit

Violation Threshold= Speed Limit + 10mph

Traffic Study Dates:

09/25/2025 - 10/10/2025

Times: 0:00:00 - 23:59:59

Traffic Study Location:

311 S. George St, NB

Violators
394

Total Vehicles	Min Speed	Average Speed	Max Speed
35925	10 MPH	23 MPH	73 MPH



Compliance Rate



Vehicles Slowed Down*



85th Percentile Speed**

*Vehicles that slowed down represents the number of vehicles that decreased speed in response to the radar feedback sign display.

**85th Percentile Speed refers to the maximum speed that 85% of drivers will not exceed on a given road, even if there were no speed limits, stop signs, or traffic signals.

Generated by Charles Town PD-WV on 10-10-2025

ALL TRAFFIC SOLUTIONS®

NEIGHBORHOOD TRAFFIC SUMMARY

SPEED LIMIT 25

Posted Speed Limit

Violation Threshold= Speed Limit + 15mph

Traffic Study Dates:

09/25/2025 - 10/10/2025

Times: 0:00:00 - 23:59:59

Traffic Study Location:

311 S. George St, NB

Violators
97

Total Vehicles	Min Speed	Average Speed	Max Speed
35925	10 MPH	23 MPH	73 MPH



Compliance Rate



Vehicles Slowed Down*



85th Percentile Speed**

*Vehicles that slowed down represents the number of vehicles that decreased speed in response to the radar feedback sign display.

**85th Percentile Speed refers to the maximum speed that 85% of drivers will not exceed on a given road, even if there were no speed limits, stop signs, or traffic signals.

Generated by Charles Town PD-WV on 10-10-2025

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 11/03/25
Department: City Council
Category: Information Only
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2025-1213: Raftelis Memo - September 29, 2025

ATTACHMENTS:
- Raftelis Report.pdf

RAFTELIS

MEMO

To: Kristen Stolipher, Charles Town Utility Board
From: Mihaela Coopersmith, Raftelis
Date: September 29, 2025
Re: Response to proposed Board Action regarding CIFs

During the Charles Town Utility Board (CTUB) meeting on September 24, multiple motions were considered surrounding Raftelis' calculation of Capacity Improvement Fees (CIFs) presented to the Board for consideration. The calculated fees represent the maximum-cost justified CIFs. During the meeting, a Board member introduced a number of proposed revisions to the final recommendation from Raftelis. Raftelis cannot support the proposed revisions for the following reasons provided below:

1. **Include a higher inflation rate on the Total Project Costs Eligible for Expansion.**

One revision from the CTUB Board member was to add approximately $8 million dollars of inflationary costs to the total system value of each the water and sewer capacity improvement project cost. Raftelis defers to the Board's Engineering Consultant for the implied value of future project costs. The Utility's Engineer is a qualified expert in this field and provided the total cost of each project utilized in the fee calculations. It is our understanding that the project costs already account for inflation with the inclusion of a $10M contingency for each of the $50M plant projects. As such, Raftelis cannot support the inclusion of additional costs to the system value.

Based on the information provided to Raftelis from the independent consulting engineer, Raftelis' recommendation is to use the previously provided Net System Values of $20.0M and $36.5M for the water and sewer systems, respectively.

2. **Adjust the perceived capacity amount of the calculation as a result of I&I and Design Capacities.**

Another revision proposed by the Board member was to lower the added system capacities for the water and sewer systems associated with the capital improvement projects to reflect Inflow & Infiltration for sewer, and a 90% design capacity for water. The Board's engineer provided the estimated system capacity resulting from expansion related capital improvement projects and are reflected in our calculation. Both the inflow & infiltration and design capacity adjustments are already reflected within the Level of Service used to scale up the CIF.

Per the American Water Works Association (AWWA) M1 Manual, "the level-of-service that is commonly used in the utility industry is the amount of capacity (service) allocable to an ERU for system engineering and

planning purposes, whether or not such capacity is actually used by the customer" Therefore, the Level-of-Service planning number includes the inherent loss of capacity seen through I.&I. and water loss, on the water and sewer systems respectively. Raftelis uses the planned system expansion capacities provided by Mr. Eckenrode for calculation of the CIF.

3. **Change the used Level of Service (LOS) in each calculation from 210 ERU per GPD to 280 ERU per GPD.**

The final proposal was for the water and sewer CIF calculations to modify the Level of Service from 210 GPD to 280 GPD for one ERU. The 280 LOS is derived from the West Virginia Code of State Rules, using 4 people per household at a Level of Service value of 70 per person. Raftelis recommends using a Level of Service of 210 GPD, which is validated from billing data provided by CTUB staff indicating a peaking and estimated Level of Service (LOS) of approximately 210 GPD per ERU. Current average household use for CTUB customers is 150 GPD, which when multiplied with the 1.4 peaking factor, results in a LOS of 210 GPD. Additionally, Census data indicates the Town has an average of 2.76 people per household, so utilizing 3 people (210 GPD per ERU) is in line with the census data as well. While CTUB can within the laws of West Virginia code implement a maximum LOS of 280 GPD, Raftelis recommends utilizing 210 GPD, which is in line with peak customer usage, and still a significant increase from the previous LOS of 150 GPD.

If the Board can provide data to support 4 people per household, such as from new housing permits, or some other source of data, to substantiate using 280 GPD, Raftelis is willing to make this adjustment in the CIF calculation.

In conclusion, Raftelis will write a report that recommends the following CIFs for water and sewer, based on the incremental methodology, the data provided by the engineer and industry standard required calculations, and a 210 GPD level of service.

Table 1. Calculated CIF at 210 GPD

	Water	Sewer
Cost per Gallon	$ 9.09	$ 13.26
Level of Service	210	210
Calculated Fee	**$ 1,909**	**$ 2,784**
Current Fee	*$ 4,399*	*$ 2,930*

Should the Board wish to move forward with the 280 GPD level of service based upon supporting data, the CIFs would be calculated as shown below:

Table 2. Calculated CIF at 280 GPD

	Water	Sewer
Cost per Gallon	$ 9.09	$ 13.26
Level of Service	280	280
Calculated Fee	**$ 2,545**	**$ 3,712**
Current Fee	*$ 4,399*	*$ 2,930*

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 11/03/25
Department: City Council
Category: Information Only
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2025-1214: Public Comment Handouts from October 20, 2025, Meeting.

ATTACHMENTS:

- Jaden Bound Public Comment.pdf
- Jackie Milliron Public Comment.pdf

Request for Reconsideration: Sewer CIF Increase Harms Citizens, Violates Cost Standards, and Threatens Local Growth

Dear Members of the Charles Town City Council,

As a member of the Ranson City Council, I am writing to express serious concern regarding the Charles Town Utility Board's proposed increase to the Sewer Capacity Improvement Fee (CIF).

While this proposal may appear to be a technical adjustment, it has major implications for families, businesses, and economic opportunity across Jefferson County. The increase would not only burden local residents and limit access to needed amenities, but it also appears to be inconsistent with the City's own commissioned study and may not comply with West Virginia Public Service Commission (PSC) standards for cost-based rate setting.

Findings from the Raftelis Study

CTUB contracted Raftelis Financial Consultants, Inc. to complete the 2025 Capacity Improvement Fee Study, intended to ensure compliance with WV PSC Rule Title 150, Series 7, Section 7.5. This rule requires that all fees, including capacity improvement or "tap" fees, be based on the actual cost of providing additional capacity and not designed to generate revenues in excess of that cost.

Using the Incremental Cost Method, Raftelis identified the maximum cost-justified fees as follows:
Water: $1,909
Sewer: $2,784
Total: $4,693 per Equivalent Residential Unit (ERU)

Raftelis emphasized that these figures represent the **maximum defensible fees under PSC methodology.** In fact, the study indicates that current total fees (≈$7,300) could legally and reasonably be reduced by roughly 15%, rather than increased.

CTUB's Proposed Fees vs. the Study

On September 24, 2025, CTUB presented a proposal to revise the fee schedule as follows:

Current (Adopted Jan 2024): Water $4,399 | Sewer $2,930 | Total $7,329

CTUB Proposed (9/24/25): Water $2,773 | Sewer $4,495 | Total $7,268

While the total appears similar, the sewer portion increases by more than 50%, far above what the Raftelis report justifies:
Water: +45%
Sewer: +61%
Total: +55%

Legal and Regulatory Implications

The West Virginia Public Service Commission (PSC) regulates water and sewer utilities under WV Code §24-2-3, which defines the Commission's authority to establish and correct rates. The statute provides in part:

"The commission may enforce, originate, establish, change, and promulgate tariffs, rates, joint rates, tolls, and schedules for all public utilities... And whenever the commission, after hearing, finds any existing rates, tolls, tariffs, joint rates, or schedules enacted or maintained by a utility regulated under the provisions of this section to be unjust, unreasonable, insufficient, or unjustly discriminatory or otherwise in violation of any of the provisions of this chapter, the commission shall by an order fix reasonable rates, joint rates, tariffs, tolls, or schedules to be followed in the future in lieu of those found to be unjust, unreasonable, insufficient, or unjustly discriminatory or otherwise in violation of any provisions of law." — WV Code §24-2-3(a)

This provision empowers the PSC to review and correct rates that are "unjust, unreasonable, or insufficient." Even where a municipal utility such as CTUB sets its own rates, those charges must still be defensible under the PSC's cost-of-service principle, which requires all rates and fees to be based strictly on the actual cost of providing service.

The PSC's administrative rules reinforce this principle. Under Title 150, Series 7, Section 7.5(b)(5) of the West Virginia Code of State Rules, utilities may assess:

"A capacity improvement fee, capacity assurance fee, or such other fee or charge designed to raise capital to cover the cost of future capacity expansion to be assessed against customers or entities creating those costs." — WV CSR §150-7-7.5(b)(5)

The rule's purpose is clear: capacity fees may be collected only to cover the quantifiable cost of future expansion directly caused by new development. The phrase "to cover the cost of future capacity expansion" means exactly that not to generate revenue or subsidize other projects.

The PSC has long held that "charges imposed by a utility must be cost-based and proportionate to the service rendered." (See In re: Claywood Park PSD, Case No. 15-1304-PSD-C, 2016). Utilities cannot profit from these fees, nor can they inflate them beyond demonstrable project

costs. If a rate or fee exceeds cost justification, the PSC is authorized to order reductions or refunds.

In practice, this means:

1. All rates must be just, reasonable, and non-discriminatory (§24-2-3).
2. Any capacity improvement fee must be directly tied to the cost of future capacity expansion (§150-7-7.5).
3. A utility may not charge beyond its documented cost basis.

The **Raftelis study** is CTUB's official cost justification under PSC rules. It found a maximum defensible sewer CIF of $2,784. CTUB's proposed $4,495 rate exceeds that by roughly **61%.** That is not a minor administrative adjustment; it is a direct violation of the cost-of-service principle. By law and precedent, such a rate would be considered "unjust and unreasonable."

Even if CTUB is not under active PSC rate supervision, the standards established under §24-2-3 still define what courts and regulators consider lawful. A fee this far beyond the cost basis would not survive PSC or judicial review. In short, it is not only unsupported, it is indefensible.

Impact on Ranson and Regional Development

Ranson relies on the Charles Town sewer system for both residential and commercial expansion. Every new home, small business, or large commercial project within Ranson must pay CTUB's CIF fees. Therefore, any increase directly affects our citizens and local economy. Most of Ranson is now on American Water. All of Ranson is on the CTUB sewer. This new fee will increase the fees businesses will have to pay based on the capacity and EDU's of that business. For example, before this new fee, the laundromat next to Martins had to pay 96,000$ in fees. If this passes, that same laundromat would have to pay roughly 180,000 in fees with no ROI.

The proposed change is restructuring the water and sewer fees. While the report is saying there can be a 15% decrease, the suggestion is taking the 2024 cost of $7,329 and switching the water/sewer to a total cost of $7,268. The proposal is about 55% higher than it needs to be for the proposed increases.

The following table is a full comparison of the current rates, proposed rates, and cost-justified rates according to the study:

Category	Water CIF	Sewer CIF	Total	% Above Study
Raftelis Study (Cost-Justified)	$1,909	$2,784	$4,693	—
Current (Adopted Jan 2024)	$4,399	$2,930	$7,329	+56%
CTUB Proposed (Sept 2025)	$2,773	$4,495	$7,268	+55%

The total proposed CIF ($7,268) is roughly the same as the current total ($7,329), but the allocation between systems changes dramatically.

The sewer portion jumps from $2,930 to $4,495, an increase of over 50% while the water fee decreases. Compared to the Raftelis study (the official cost justification):

- Water CIF remains 45% higher than justified,
- Sewer CIF is 61% higher, and
- Total combined fees are 55% higher than the lawful cost basis of $4,693.

In short, CTUB is attempting to repackage an overall overcharge by redistributing it between water and sewer rather than reducing the total to match the documented cost study.

Impact on Future Growth

A 60-acre commercial development now in planning would bring national retailers such as Target, Lowe's, Hobby Lobby, a full-service supermarket, and multiple outparcels to Jefferson County. This project would create hundreds of jobs, generate millions in local tax revenue, and deliver shopping, dining, and family amenities that residents have requested for years.

The proposed sewer fee increase adds unbudgeted costs that could delay or even derail this project. When that happens, the loss doesn't fall on developers, it falls on citizens who lose access to local jobs, tax relief, and basic community conveniences. The proposed commercial development has been in the making for 2 years and with an increased cost of more than 50% due to CIF Fees our community is at risk of losing this crucial commercial development as they are now considering to backout.

Our community has wanted commercial business in the area for years. I can remember the excitement of the potential movie theatre and bowling alley that fell through due to financial

changes. It has been 15 years since a developer has wanted to do business in Ranson, and now we are looking at losing this potential economic boom once again. This 60 acre commercial development can house 30-40 businesses that would create jobs and things for families to do. I urge you to deny this change to the CTUB CIF Fee.

How This Affects Citizens and Families

This is not merely an accounting question, it's a quality-of-life issue. Families in Charles Town and Ranson already drive 30–40 minutes to shop for groceries or household goods. Raising connection and infrastructure fees makes it even harder to attract the very businesses that would change that. Fewer developments mean fewer stores, higher prices, and less convenience. Residents continue to spend their weekends and paychecks in other counties instead of investing in their own community. Citizens want a self-sufficient Jefferson County, one that is complete, convenient, and connected. Excessive utility fees work directly against that goal.

Both Charles Town and Ranson benefit from regional growth; decisions made by one affect the other. Keeping rates fair and cost-based encourages sustainable economic development that supports housing affordability, environmental responsibility, and local access to goods and services. Raising fees beyond cost, particularly when the CTUBs own study shows they could be lowered undermines shared goals of progress and community well-being.

I respectfully urge the Charles Town City Council to:

1. Reject or revise the proposed sewer CIF increase, as it exceeds cost-justified and legal limits under the 2025 Raftelis study

2. Ensure CTUB's rates remain within the defensible cost thresholds of $1,909 for water and $2,784 for sewer per ERU or simply deny the change and continue the status quo.

3. Recognize the broader human and economic impact of this decision on families, workers, and small businesses throughout Jefferson County.

I am not writing to do the bidding of a developer, and this is not simply about rates. It's about ensuring that our region continues to grow lawfully, fairly, and sustainably. I hope that together we can find common ground to help each other continue to grow.

Respectfully,
Jaden Bound
Ranson City Council Member

Dear Charles Town City Council Members,

Based on the official minutes, the Charles Town Utility Board adopted six motions that materially altered the consultant's cost-justified figures. These actions appear inconsistent with West Virginia Public Service Commission (PSC) requirements under WV Code §24-2-3 and WV CSR Title 150-7-7.5(b)(5).

The CTUB minutes document several substantive modifications to the Raftelis study, as shown below:

- Motion 2: "Therefore, the Board recommends adjusting the 'Cost of Expansion to be Recovered' on the Raftelis sewer CIF worksheet from $36,460,360 to $39,730,854 to include the additional 8.97% inflation allowance." (CTUB Minutes, Sept. 24, 2025)

- Motion 3: "Therefore, the Charles Town Utility Board recommends that the City Council adopt 90% of the total new capacity, rounded to 2.475 MGD, as the net capacity available for new growth for purposes of calculating the Capacity Improvement Fee." (CTUB Minutes, Sept. 24, 2025)

- Motion 4: "Therefore, the Charles Town Utility Board recommends that the City Council adopt 280 gallons per day per dwelling unit as the standard residential equivalency for purposes of calculating the Capacity Improvement Fee." (CTUB Minutes, Sept. 24, 2025)

- Motion 5 & 6: The Board applied identical 8.97% inflation and capacity reductions to the water CIF calculations. (CTUB Minutes, Sept. 24, 2025)

"The Chairman suggested providing Mr. Maxey's amendments to Raftelis to incorporate into the final report and bring back to the Board next meeting." (CTUB Minutes, Sept. 24, 2025)

Under West Virginia law, the Public Service Commission retains jurisdiction to ensure that water and sewer rates, including capacity improvement or 'tap' fees, remain just, reasonable, and cost-based. WV Code §24-2-3(a) authorizes the PSC to correct any rate found to be unjust, unreasonable, or in violation of law. Further, WV CSR Title 150-7-7.5(b)(5) provides that: "A capacity improvement fee, capacity assurance fee, or such other fee or charge designed to raise capital to cover the cost of future capacity expansion may be assessed only to cover the cost of future capacity expansion."

By adding an 8.97% inflation factor, reducing usable capacity to 90%, and expanding the design flow assumption to 280 GPD without independent recalculation by Raftelis CTUB materially inflated the per-unit CIF cost beyond the actual cost of providing service. Raftelis had already incorporated inflation, contingency, and capital costs into its calculation. CTUB's additions therefore represent speculative and duplicative surcharges not supported by verified cost data.

The PSC's cost-of-service principle, reaffirmed in In re: Claywood Park PSD, Case No. 15-1304-PSD-C (2016), states that "charges imposed by a utility must be cost-based and proportionate to the service rendered." By modifying the consultant's certified cost model without engineering verification, CTUB departed from PSC methodology, resulting in a rate structure that cannot be defended as cost-based.

The minutes also reveal that the Board approved these changes prior to Raftelis's review ("to incorporate into the final report"), creating a procedural defect. PSC methodology requires that the consultant's final, certified study serve as the cost justification. The Board's self-authored amendments lack legal standing.

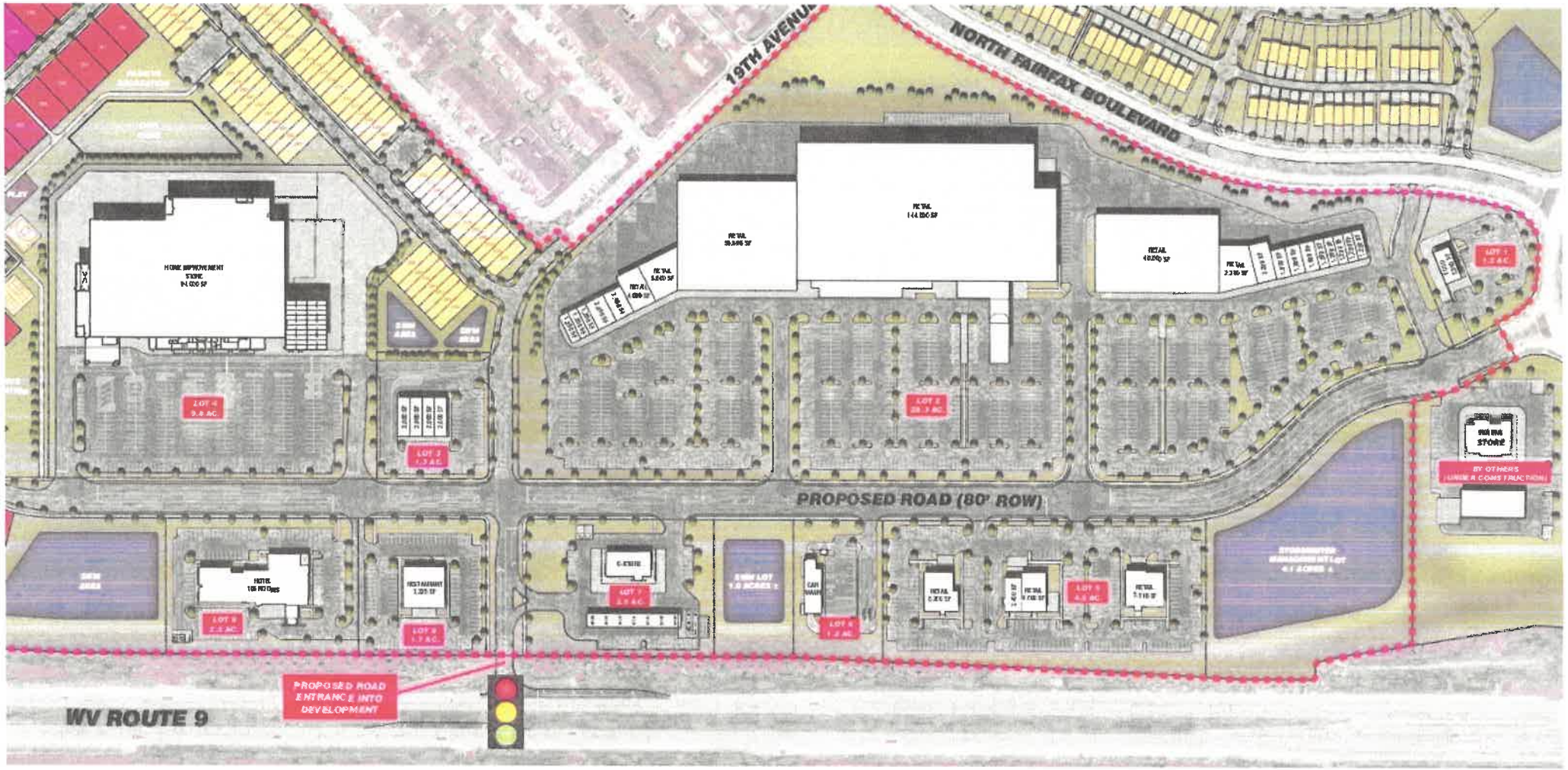
> Motion 2 added 8.97% inflation to cost basis which introduces non-documented costs and violates WV CSR §150-7-7.5(b)(5).
>
> Motion 3 reduced capacity to 90% which artificially inflates per-unit cost; not tied to physical expansion cost.
>
> Motion 4 raised design flow from 210→280 GPD which Increases per-unit charge beyond consultant's data.
>
> Motion 5 & 6 applied the same adjustments to water CIF which extends over-recovery to both utilities.

CTUB's September 24, 2025 actions are not legally valid under West Virginia PSC standards because:
1. They altered the certified cost basis without engineering recalculation by Raftelis;
2. They introduced speculative inflation and reserve factors;
3. They exceeded the lawful cost-of-service limit under WV Code §24-2-3 and WV CSR §150-7-7.5(b)(5); and
4. The resulting CIF structure generates excess revenue beyond actual expansion costs.

It is therefore unethical and unlawful to accept these changes under PSC Guidelines. Please do not accept the CIF Changes, instead I'd ask you to:

- Reject or suspend adoption of the amended CIF schedule until Raftelis re-certifies all calculations.
- Maintain CIF rates within the cost-justified limits ($1,909 water / $2,784 sewer per ERU) established by Raftelis until a verified update is produced.
- Ensure future CTUB and City Council actions adhere strictly to PSC cost-of-service and procedural requirements.

Thank you,
Jaden Bound


19TH AVENUE
NORTH FAIRFAX BOULEVARD
PROPOSED ROAD (80' ROW)
PROPOSED ROAD ENTRANCE INTO DEVELOPMENT
WV ROUTE 9

Charles Town City Council Meeting October 20, 2025

-- public comments offered by Jacquelyn Milliron

I am supporting CTUB's recommended Water and Sewer CIFs at $2773 and $4495, respectively. Contracted experts were hired to provide CTUB with evaluation within the scope of their abilities, not to act on behalf of the entire rate making process which takes in consideration WV code 24-2-2b. This code stipulates that "*...rates are not discriminatory if, when considering the debt costs associated with a future water or sewer project which would not benefit existing customers, the commission establishes rates which ensure that the future customers to be served by the new project are solely responsible for the debt costs associated with the project.*"

In my opinion and based on experience, CTUB has provided you with defensible arguments to provide fees that strike a balance of interests for incurred expenses that are a reality when building a new home or business on an existing utility system.

1. CTUB has the ability to charge a capacity improvement fee because Charles Town, Ranson and Jefferson County, wholly and individually, satisfy the PSCWV recognized criteria which is 2% population growth in one year or 10% in 20 years.

2. CTUB has recognized a need for capital improvements for aging infrastructure and the potential of running out of capacity within 7 to 10 years for both the water and sewer plants. Approximately 500 Water CIFs and 1000 Sewer CIFs are being sold per year. This is significant.

3. CTUB has accepted the cost sharing percentages based on infrastructure life expectancy calculated by the contracted professional engineer.

4. CTUB adopted incremental methodology suggested by Raftelis, a nationally recognized expert in the field of capacity improvement fees.

5. CTUB adopted 280 gallons per day which is the formal DESIGN standards average flow found in Title 64 section 47. Design standard flow is different from average usage flow.

6. CTUB adopted a real and nationally recognized Federal standard of inflation and that was applied mathematically accurate to project costs.

7. CTUB adopted a metric was previously used by a professional engineer that reduces expansion parameters and costs by 10% due to WVDEP permit requirements to have infrastructure in place prior to reaching 90% plant capacity and to account for inflow and infiltration, a Water Environment Federation Manual Standard No. 27. CTUB cannot sell unrealized capacity.

8. CTUB's has recommended a combination of water and sewer CIFs that is 1% lower than previously adopted CIFs. CTUB cannot legally change the additional capacity improvement fee of $1625 that is charged and collected by the City of Ranson for the Ranson Flowing Springs Pumpstation.

9. CTUB's CIF recommendation of lowering Water CIF fees by nearly 40% addresses the administrative law judge's recommendation in the service territory dispute case with West Virginia American Water (WVAW).

It has been my experience that the PSCWV evaluates the reasonableness of rates, if growth substantiates the need for a CIF charge, and whether the interests of existing and future customers are balanced. Between paid contractors and CTUB's Board of Directors, I believe in my heart of hearts that these are fair and reasonable fees, given the explosion of growth and its associated costs. The CIF is an efficient way for future home and business buyers to pay for one-time capital costs of infrastructure for perhaps the biggest investment in their lives, without leveraging it against never-ending utility rates. When a house or business sells, it's for market value in the end and an under-funded utility CIF account will lead to unattractive rates. Please put faith in the experts you appointed to CTUB to provide the best value for service while addressing growth in a responsible and orderly manner.

If you still aren't convinced, please see rate comparison below.

WATER RATES: (4500 gallons/month average)

WVAW	(NO CIF Charge)	$104.22
CTUB	(CIF Charge)	$57.78

SEWER RATES: (4500 gallons/month average)

WVAW	(NO CIF CHARGE)	$109.73
CTUB	(CIF CHARGE)	$59.31

Capacity Improvement Fee Citizen Review

CTUB SEWER CAPACITY IMPROVEMENT FEE Comparison	2021 CURRENT	2025 RAFTELIS FINAL	2025 RAFTELIS FINAL	2025 CTUB APPROVED
Total Project Estimate	$49,362,021	$77,669,330	$77,669,330	$77,669,330
Project Estimate paid by *Existing Customers*	$23,743,672	$41,208,970	$41,208,970	$37,938,476
A. Project Estimate paid by *Development Futures*	$25,618,349	$36,460,360	$36,460,360	$39,730,854
B. Plant Expansion Size (gallons per day)	1,390,000	2,750,000	2,750,000	2,475,000
C. Capacity Cost per gallon (A ÷ B)	$18.43	$13.26	$13.258	$16.05
D. Average Customer Usage (gallons per day)	159	210	280	280
E. New Plant Capacity generated (EDU) (B ÷ D)	8,742	13,095	9,821	8,839
Cost per EDU (C x D)	**$2,930**	**$2,784**	**$3,712**	**$4,495**
		Adjustment for WWTP Project Estimate	Adjustment 280 GPD design capacity	Includes Inflation and expansion adjustments and 280 GPD design capacity

CTUB WATER CAPACITY IMPROVEMENT FEE Comparison	2022 CURRENT	2025 RAFTELIS FINAL	2025 RAFTELIS FINAL	2025 CTUB APPROVED
Total Project Estimate	$42,393,767	$57,303,733	$57,303,733	$57,303,733
Project Estimate paid by *Existing Customers*	$14,071,171	$37,309,577	$37,309,577	$35,516,101
A. Project Estimate paid by *Development Futures*	$28,322,596	$19,994,156	$19,994,156	$21,787,632
B. Plant Expansion Size (gallons per day)	990,000	2,200,000	2,200,000	2,000,000
C. Capacity Cost per gallon (A ÷ B)	$28.58	$9.09	$9.09	$9.90
D. Average Customer Usage (gallons per day)	154	210	280	280
E. New Plant Capacity generated (EDU) (B ÷ D)	6,439	10,476	7,857	7,142
Cost per EDU (C x D)	**$4,399**	**$1,909**	**$2,545**	**$2,773**
		Adjustment for WWTP Project Estimate	Adjustment 280 GPD design capacity	Includes Inflation and expansion adjustments and 280 GPD design capacity

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 11/03/25
Department: City Council
Category: Information Only
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2025-1215: Steven Galleher Parks and Recreation Commission Oath of Office

ATTACHMENTS:

- Steve Galleher Oath 2025.pdf

CITY OF CHARLES TOWN, WEST VIRGINIA
BOARD OF PARKS AND RECREATION COMMISSION
OATH OF OFFICE

I, **STEVE GALLEHER,** do solemnly swear that I will support the Constitution of the United States, the Constitution of the State of West Virginia, and the laws of the City of Charles Town.

I, **STEVE GALLEHER,** do solemnly swear that I will faithfully discharge and perform the duties of the position of Commissioner for the City of Charles Town Board of Parks and Recreation Commission to the best of my skill, ability, and judgment according to law.

Steve Galleher

The above oath was taken and subscribed before the City Clerk of Charles Town, on this 20th day of October 2025.

Brent Manuel
City Clerk

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 11/03/25
Department: City Council
Category: Information Only
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2025-1216: Clean Parks Handout

ATTACHMENTS:

- Clean Park Handout.pdf

Evitts Run

CLEAN Parks Revitalization

Charles Town Leads Environmental Action in Neighborhood Parks (CLEAN Parks)

$350,000 EPA Thriving Communities Grant Will Create Green Infrastructure Plan, Upgraded Park Concepts & Cleaner Evitts Run Creek in Charles Town's West End

EPA Grant Program: Baltimore-based nonprofit Green & Healthy Homes Initiative (GHHI) was granted $90 million by the U.S. Environmental Protection Agency (EPA) to provide "Thriving Communities" subgrants of up to $350,000 each to foster neighborhood-based initiatives to plan for environmental sustainability and healthier communities.

Charles Town "CLEAN Parks" Project: The City of Charles Town secured a $350,000 Thriving Communities grant to foster green infrastructure, stormwater management, and healthier waters in and along the Evitts Run Creek and West Side neighborhood area. The specific objectives and deliverables for the CLEAN Parks project are to:

1.) **Create a "Green Infrastructure Master Plan"** – Create a community-driven master concept plan for potential green infrastructure facilities for stormwater management, urban tree plantings, heat island reduction, upgraded parks and natural landscapes, and community health in the brownfields and municipal properties along the Evitts Run Creek corridor.
   - Potential **target areas** include the six-acre Skatepark property, the 9-acre Perry Fields property, the 1-acre Boys & Girls Club property, the 2-acre Evitts Run Park, and the Fisherman's Hall community center, perhaps 13-Acre Craighill Estates Park. The green infrastructure plan should be integrated with park and landscaping upgrade plans.
   - **Green Infrastructure** could include riparian bioswales, raingardens, tree and native vegetation planting, and replacement of asphalt and other impervious surfaces with meadows, and pervious parking pavement systems.

2.) **Design, Engineer, Cost Estimate & Permit A Targeted Number of Specific Green Infrastructure Facilities** – High priority green infrastructure facilities from the Master Plan will be fully designed, engineered, cost estimated, permitted, and otherwise made shovel-ready for construction. Number of facilities designed depend on community priorities and funding available for engineering consultants.

3.) **Conduct Water Quality Monitoring & Stream Health Activities** – The WV Rivers Coalition and the Blue Ridge Watershed Coalition will purchase needed monitoring equipment, and expand annual monitoring of the Evitts Run Creek for a variety of pollutants (e. coli & total coliform, pH, dissolved oxygen, PFAS, temperatures) to quarterly testing that will better inform the community of stream health, promote natural trout habitats, and enable tracking of the benefits from deployment of green infrastructure. Local volunteers will be recruited and trained for monitoring and data collection, and this data will be shared with the community.

4.) **Establish These Plans with Robust Community & Neighborhood Input** including local workshops and input sessions, environmental education, and recruitment of citizens and families for ongoing stream and neighborhood restoration endeavors.

Tasks & Schedule:

1.) **Create Advisory Council** (October 2025) – We advise that certain organizations be representative, but that this informal Council be open to any community members who wish to participate. Advisory only, with no decision authority on which projects to adopt or build.
   - City Council representative
   - City Parks & Recreation Board representative
   - City Infrastructure Committee representative
   - City Tree Board representative
   - City Parks & Recreation Director Gavin Bailey (project manager)
   - City Assistant City Manager & Director of Community Development Alissa Meeks
   - WV Rivers Coalition, Senior Scientist Than Hitt (sub-awardee)
   - Blue Ridge Watershed Coalition, President John Maxey (sub-awardee)
   - African American Community Association of Jefferson County, Jamilia Jones (sub-awardee)
   - Jefferson NAACP representative
   - Boys & Girls Club representative
   - City of Ranson representative
   - Ranson Community Gardens representative
   - Garden Club representative(s)
   - Matt Ward (project consultant)
   - Design/engineering consultants selected by procurement
   - Neighborhood representatives & others welcome

We need a letter to go out in October 2025 from the Mayor or other City official inviting people to the project, explaining its goals, and setting a first meeting date and place.

2.) **Contract Community Engagement Coordinator** (October 2025)

3.) **Contract WV Rivers / BRWC monitoring initiative, launch effort** (October-Nov 2025)
   - Procure stream monitoring equipment
   - Establish monitoring baselines, objectives, protocols, schedules
   - Consider trout habitat improvements
   - Establish public engagement for volunteer recruitment, transparency of results

4.) **Seek 3-month advance from grantors** – Likely $35,000 for: $10,000 for monitoring equipment and supplies, $10,000 for WV Rivers, $10,000 for BRWC, $5,000 for Coordinator

5.) **Integrate with Master Park Planning & Design** – It is essential that green infrastructure master planning and facility design at parks along Evitts Run be integrated with professional-quality parks & recreation master and concept planning designs, to prevent conflicts and waste of resources, and to ensure high quality park development at what are now underinvested & unattractive spaces.

6.) **RFQ and contracting for Green Infrastructure Design, Engineering & Park Planning Consultant(s)** (November 2025-January 2026)

7.) **Hold 1st Community Workshop in November to Launch & Engage the Public / 2nd Community Workshop to Review Draft Master Plan and select target Facilities / 3rd Workshop with draft facility designs / 4th workshop for environmental education & citizen recruitment** (November 2025 and during 2026)