CITY OF CHARLES TOWN
CITY COUNCIL
AGENDA • MARCH 2, 2026

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

: **2026-1195:** City Council Meeting Minutes - February 17, 2026
City Council Meeting Minutes - February 17, 2026 draft.pdf

3. PUBLIC COMMENT

4. WARD REPORTS

5. MAYOR'S REPORT

: **2026-1216:** Mayor's Report - March 2, 2026
Citizens Fire Company.pdf

6. COMMITTEE REPORTS

: **2026-1196:** Personnel Committee Report - February 18, 2026
Personnel Committee Report 2-18-2026.pdf

: **2026-1197:** Ordinance Committee Report - February 19, 2026
City of Charles Town Ordinance Committee Report - February 19 2026.pdf

: **2026-1205:** Charles Town Parks and Recreation Report - January and February 2026
Parks and Rec Report January 2026.pdf
CT Parks and Rec Report February 2026.pdf

7. CITY MANAGER REPORT

: **2026-1198:** City Manager Report - March 2, 2026

8. POLICE CHIEF REPORT

9. UNFINISHED BUSINESS

: **2026-1200:** WV Legislative Update

: **2026-1201:** Legal Update - Charles Town Utility Board (CTUB) - Possible Executive Session

: **2026-1204:** Article 147 - Utility Board and Purchasing Agreement - Possible Executive Session

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

10. NEW BUSINESS

: **2026-1199:** Jefferson County Convention and Visitors Bureau Year-End Report

: **2026-1202:** Augustine Trail Phase #3 Presentation
1-Overall.pdf
2-Washington High.pdf
3-Perry Fields.pdf
4-West Washington Street.pdf
5-Evitts Run.pdf
Augustine Avenue Trail System Summary.pdf
Costs.pdf

: **2026-1203:** First Reading and Consideration of an Amendment to the Codified Ordinances of the City of Charles Town, West Virginia with Regard to Part Seven Business Regulation and Taxation Code Article 741 Municipal License Tax
Business License Revision Redline Council.pdf
Revision Clean First Reading.pdf

: **2026-1206:** Employee Handbook Revision
Employee Handbook Proposed Revisions 2-18-26.pdf

: **2026-1207:** Discussion on Financing/Possibly Purchasing Vacant County Buildings

: **2026-1208:** Discussion on Waiving of Business and Occupation Fees for all City Projects

: **2026-1215:** Financial Policy for Emergency Maintenance

: **2026-1217:** Discussion on Congressionally Directed Spending (Earmarks)

: **2026-1218:** Public Statement of Charles Town Utility Board (CTUB) Service Area

11. REFERRALS TO COMMITTEES/COMMISSIONS

12. APPROVAL OF BILLS

: **2026-1209:** Payment of Bills - March 2, 2026
GEN FUND COUNCIL REPORT 2026-03-02.pdf
CAPITAL RESERVE COUNCIL REPORT 2026-03-02.pdf

13. ADJOURNMENT

14. INFORMATION ONLY - NEXT MEETING, Monday, March 16, 2026, at 7:00PM

: **2026-1210:** Building Commission Oath of Office - Ezra Griffith
Ezra Griffith Oath - 2026.pdf

: **2026-1211:** Public Safety Practices Resolution Concerning Immigration Enforcement Within the Municipal Limits of Charles Town - signed
2026-003 - Public Safety Practices Resolution Concerning Immigration Enforcement Within the Municipal Limits of Charles Town.pdf

: **2026-1212:** Charles Town Utility Board Meeting Minutes - January 14, 2026, January 28, 2026, February 5, 2026
2026.01.14 UB MINUTES .pdf
2026.01.28 UB MINUTES .pdf
2026.02.05 UB MINUTES .pdf

: **2026-1213:** City Manager Report - February 17, 2026
City Manager's Report - Feb. 17th.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: 03/02/26
Department: City Council
Category: Report
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2026-1195: City Council Meeting Minutes - February 17, 2026

ATTACHMENTS:

- City Council Meeting Minutes - February 17, 2026 draft.pdf

CITY OF CHARLES TOWN

CITY COUNCIL

MINUTES • February 17, 2026

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	7:13PM
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

12026-1165: City Council Meeting Minutes- February 2, 2026

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

3. PUBLIC COMMENT

Three people signed up for public comment.

Ms. Milliron and Dr. Wimer both spoke on Charles Town Utility Board (CTUB) extending water and sewer services to the Summit Point Training Facility. Ms. Milliron was supportive of it if the current rate payor's rates did not increase to pay for it. Dr. Wimer was in favor of CTUB servicing the facility due to it being a public utility that uses surface not ground water.

Ms. Stroud spoke of her concern that emails being sent to council members are possibly going into their spam folders without them realizing it.

4. WARD REPORTS

Ward 1

Mr. Kratovil had nothing to report.

DRAFT

Ms. Ricketts had nothing to report.

Ward 2

Mr. Hynes clarified that his fiscal responsibility as a councilmember is to the rate payors of the Charles Town Utility Board (CTUB) and he does not make decisions based on what will bring economic development to the City of Charles Town.

Mr. Tester had nothing to report.

Ward 3

Mr. Hartman had nothing to report.

Mr. Roth had nothing to report.

Ward 4

Ms. Smith had nothing to report.

Ms. Sugrue had nothing to report.

5. MAYOR'S REPORT

Mayor George reported that he met with the Secretary of the WV Treasury and the WV Department of Highways.

The Old Opera House had record attendance for their performances of "Arsenic and Lace". Auditions for their musical "She Loves Me Not" will take place on February 22nd and February 24, 2026.

2026-1182: Mayor's Report - Historic Landmarks Commission Agenda - February 9, 2026

Mayor George reported on the February 9, 2026, Historic Landmarks Commission meeting.

2026-1183: Mayor's Report - Planning Commission Agenda - February 10, 2026

Mr. Hynes reported on the February 10, 2026, Planning Commission meeting.

6. COMMITTEE REPORTS

2026-1166: Finance Committee Report - February 10, 2026

Mr. Hynes reviewed the Finance Committee Report.

7. CITY MANAGER REPORT

2026-1167: City Manager Report - February 17, 2026

Mr. Manuel reviewed the city manager's report.

8. POLICE CHIEF REPORT

Chief Kutcher reviewed the Charles Town Police Department January Statistical Report. He also reported that the department completed their first assessment from the Commission on Accreditation for Law Enforcement Agencies, Inc. (CALEA) and passed. On March 30, 2026, the department will have their onsite assessment.

DRAFT

9. UNFINISHED BUSINESS

2026-1168: Legislative Update

Ms. Grove updated the council on the 2026 legislative bills that could affect municipalities.

2026-1169: Bee City USA Application & Resolution

Mr. Roth moved to Table this agenda item until the Board of Parks and Recreation can review the resolution. Mr. Hartman seconded the motion, and it passed by unanimous vote.

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

2026-1179: Legal Update - Charles Town Utility Board (CTUB) - Possible Executive Session

There were no updates to discuss.

10. NEW BUSINESS

2026-1170: Petition to Install a Pole-Mounted Radar Speed Sign on S. George Street

This agenda item will be placed on the next Infrastructure Committee agenda, and the committee will come back to the council with recommendations.

2026-1172: Maintenance Yard Study Update

Mr. Roth moved to direct staff to continue to pursue swapping the maintenance yard location to the skate park. Mr. Hartman seconded the motion, and it passed by unanimous vote.

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

2026-1178: New Urban Forestry Grant

Ms. Ricketts moved to hold a special council meeting on February 26, 2026, at 5:00PM to review the Mid-Atlantic Community Forestry Fund Grant application. Mr. Hartman seconded the motion, and it passed by unanimous vote.

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

DRAFT

2026-1180: Support for Summit Point Motor Sports Park Water and Sewer Public Bond Issuance

Mr. Hynes moved to Table this agenda item until the Charles Town Utility Board (CTUB) can provide the council with more information. Ms. Sugrue seconded the motion, and it passed by unanimous vote.

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

Mr. Hynes moved to empower city staff to work with the CTUB Board to take measures to protect the CTUB service area, including legal action, if the Jefferson County Development Authority (JCDA) decides to invite another utility company into the CTUB service area. Mayor George seconded the motion, and it passed by unanimous vote.

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

2026-1181: Building Commission Interview and Possible Appointment

The council interviewed Mr. Ezra Griffith for the vacancy on the Building Commission.

Ms. Sugrue moved to appoint Mr. Griffith to the Building Commission for a term ending December 31, 2030. Mr. Hartman seconded the motion, and it passed by unanimous vote.

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

11. REFERRALS TO COMMITTEES/COMMISSIONS

2026-1171: Article 905.08 Snow Removal - Emergency Plan and Article 909.03 Snow Removal - Referral to Ordinance Committee

Ms. Ricketts moved to refer Article 905.08 Snow Removal - Emergency Plan and Article 909.03 Snow Removal to the Ordinance Committee. Mr. Hynes seconded the motion, and it passed by unanimous vote.

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

DRAFT

2026-1177: Charles Town Tree Board Ordinance - Referral to Ordinance Committee

Ms. Ricketts moved to refer the Charles Town Tree Board Ordinance to the Ordinance Committee. Mr. Hartman seconded the motion, and it passed by unanimous vote.

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

12. APPROVAL OF BILLS

2026-1173: Payment of Bills - February 17, 2026

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

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	James Kratovil
SECONDER:	Nathanael Hartman
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.

Mr. Kratovil requested an agenda item at the next regular council meeting to discuss how the city could finance the purchase of the county buildings if they are put on the market for public sale.

Mr. Hynes requested an agenda item at the next regular council meeting to discuss Article 147 and the purchasing agreement.

Mayor George adjourned the meeting.

14. INFORMATION ONLY - NEXT MEETING, Monday, March 2, 2026, at 7:00PM

2026-1174: Board of Zoning Appeals Oath of Office - Locke Wysong and James Thomas

2026-1175: Historic Landmarks Commission Oath of Office - Amanda Updike

2026-1176: 2026 General Fund Bill - Table Drop

2026-1184: Planning Commission Oath of Office - Ann Paonessa

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DRAFT

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 03/02/26
Department: City Council
Category: Report
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2026-1216: Mayor's Report - March 2, 2026

ATTACHMENTS:

- Citizens Fire Company.pdf

Citizens Fire Company, Inc.
P.O. Box 927
Charles Town, W. Va. 25414
Phone: 304-725-2814
Fax: 304-725-4029
Strictly Volunteer - - - Organized July 15, 1884

February 20, 2026

City of Charles Town
PO Box 14
Charles Town WV 25414

Dear Friends:

On behalf of the members of the Citizens Fire Company, I wish to take this opportunity to thank you for your very generous $10,000.00 contribution to our Fire Company, received on February 13, 2026. Your donation enables us to continue our services to the citizens of Jefferson County.

We appreciate your continued support and wish your business prosperity in the future.

Sincerely,

Ronald L. Fletcher

Ronald L. Fletcher, President
Citizens Fire Company, Inc.

RLF/dlv

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 03/02/26
Department: City Council
Category: Report
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2026-1196: Personnel Committee Report - February 18, 2026

ATTACHMENTS:

- Personnel Committee Report 2-18-2026.pdf

City of Charles Town Personnel Committee Report

February 18, 2026 Meeting

1. **CALL TO ORDER**

   Meeting was called to order at 5:00pm. Persons present: Councilmember Andie Sugrue, Councilmember Jeff Hynes via Zoom, and Operations Director Cindy Rezmer

2. **UNFINISHED BUSINESS**

   2026-1142: Total Compensation Study Update

   Staff shared the draft report provided by Dr. Rick Campbell from Paypoint HR. This report addresses only salaries and initial finding is that current City salaries are 1.1% below 50% percentile. Paypoint was satisfied with survey return rate of 36% (18 respondents). They are still compiling benefit information and will schedule another more comprehensive review once they have everything. Paypoint advised that City should start thinking about where we want to be in the market (50%, 60%, etc), and if our grade levels and pay scales are appropriate. Staff will follow up with Paypoint to get update on timeline of benefit information and will schedule the comprehensive briefing as soon as able.

3. **NEW BUSINESS**

   2026-1143: Proposed Handbook Revision – Holiday Pay and Paid Parental Leave Benefit

   Staff proposed revision to Employee Handbook section 6.08 to include language that clarifies that the City will recognize holidays as declared by the Governor and City Council.

   Staff proposed modification to 6.18 Parental Leave to allow use of intermittent or reduced work schedule with prior agreement between the employee and City. Staff also presented change to simplify paid parental compensation schedule to have employees with less than 1 year receive 50% pay and if over 1 year of service, received 100% pay. Committee is in favor of allowing the intermittent use but would like further discussion and consideration before changing the pay schedule. Committee did agree to reduce the 100% pay from five full years of service to three. Changes will be presented to City Council at March 2, 2026 meeting.

4. **ADJOURNMENT**

5. **Next regularly scheduled Personnel Committee meeting is March 9, 2026 at 5:00pm.**

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 03/02/26
Department: City Council
Category: Report
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2026-1197: Ordinance Committee Report - February 19, 2026

ATTACHMENTS:

- City of Charles Town Ordinance Committee Report - February 19 2026.pdf

City of Charles Town Ordinance Committee Report

19 February 2026 Meeting

Drafted by: Kevin Tester – Chairman

Call to Order 18:07

1. **Committee Members Present:** Ordinance Committee members Kevin Tester, Julie Smith, Nate Hartman, Alden Roth and Staff Attorney Stephanie Grove.

2. **Unfinished Business**

   a. 2026:1185: Art 1759 Vacant Structures

   Worked through suggested changes, deletions and additions suggested by Stephanie with some rework on language, exceptions and processes. It remains on our agenda as we will work on until completed and brought back to Council at that time. Chair will invite Cory to attend the next meeting for input and discussion.

   Recommendations to City Council: None at this time

   b. 2026-1186: Art 745 Business and Occupation Tax – Revisions required by State Code

   Nothing done, has been completed and to be considered by the full Council

   Recommendations to City Council: Forwarded to council for consideration

   c. 2026-1187: Business License Application Packet

Nothing needed, has already been referred to Council for consideration

Recommendations to City Council: Forwarded to council for consideration

d. 2026-1188: Art. 111 – Council

Not started, will remain on the agenda and begin work on as other unfinished business is completed.

Recommendations to City Council: None at this time

3. **New Business**

None at this time

Meeting Adjourned at 19:11

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 03/02/26
Department: City Council
Category: Report
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2026-1205: Charles Town Parks and Recreation Report - January and February 2026

ATTACHMENTS:

- Parks and Rec Report January 2026.pdf
- CT Parks and Rec Report February 2026.pdf

City of Charles Town

Parks and Recreation Commission Report
January 2026

January 22, 2026 / 6:00 PM / City Hall

I. CALL TO ORDER:

Persons Present: Commissioners Present: Elizabeth Ricketts, Nick Zaglifa, Alden Roth, Mike Slover, Trudy Roth (6:10), Kevin Derr, Steven Galleher

Staff: Alissa Meeks, Gavin Bailey

Guest: Sam Rich (Thrasher)

II. APPROVAL OF MINUTES:

December 2025 - *Approved*- **Motion:** M. Slover; **2nd:** K. Derr - *Unanimous*
January Special Meeting - *Approved*- **Motion:** K. Derr; **2nd:** M. Slover - *Unanimous*

III. UNFINISHED BUSINESS

2026-1071: Willingham Knolls Border Fence

With a recommendation from Maintenance Director Jim Wysong, the board unanimously agreed to replace the parking lot buffer fences using funding from Buildings and Grounds budget line in the Parks and Recreation budget in the amount of $1,079.84. The Board requested that Mr. Bailey communicate with Mr. Wysong about scheduling the replacement.

Motion: *Approve the expenditure* to replace the fence with a split rail fence per staff recommendation and to allocate funds from the Buildings and Grounds budget line.
Motion: M. Slover; **2nd:** S. Galleher

2026-1072: Tennis Program Analysis and Discussion

The discussion also included agenda item *2026-1075: Tennis Program - Summer / Fall 2026*. The Commissioners discussed the background, public feedback, program format, costs, payment structure, statistics and county partnership surrounding the City's tennis programs. Public feedback included requests for evening sessions and private lessons. Mr. Bailey has been in discussions with staff at the County Parks and Recreation. The Board requested that staff enter conversations with Coach Jorge.

IV. NEW BUSINESS

2026-1073: Pickleball Court Contract

The Commissioners heard updates from staff regarding the pickleball court contract. The Contractor is looking for recommendations on the colors. The board requested a mock-up.

No Action.

2026-1074: Jefferson Memorial Park Pool Contract Update

This agenda item was handled first in the meeting. Staff and Sam Rich from Thasher provided a status update on the project and budget.

No Action.

2026-1075: Tennis Program - Summer / Fall 2026

The Commissioners discussed the upcoming tennis program ahead of advertising in the County guide with a print deadline in early March. A final decision on the Summer program will be made in February.

No Action

2026-1076: Pool Staffing and Operations - Summer 2026

The Commissioners discussed the needs for pool staffing and operations based on past statistics and anticipated needs with the new pool facility. Discussion included training opportunities for staff and lifeguards, concessions, usage by the Dolphins swimteam, pool entry fees/passes and rentals. The Board asked staff to research entry fees and staff salaries of other public pools in the area.

No Action.

2026-1077: Park Manager's Updates

Parks Manager, Gavin Bailey, provided an update on current projects and answered questions from board members. Topics included: Perry Fields right-of-way regarding future trail, CLEAN Parks initiative update, land donation request, Evitts Run Little Library, and Willingham Knolls Park trail and barbed wire fence removal.

No Action.

2026-1078: Park Updates: Happy Retreat, Evitts Run Park, Willingham Knolls, Skate Park, Jefferson Memorial Park, Craighill Estates, Other Parkland. Public Comment on Stake Park

Commissioners discussed playground equipment damage and lighting needs at Jefferson Memorial Park, mulching plans, the Tree Board pollinator garden grant (not awarded), dedication of the bridge at Happy Retreat in the Spring, and public comments received regarding the Skate Park.

No Action.

2026-1080: Review of State Code Chapter 8, Article 21 and City Ordinance Article 138

Documents were provided for information.

No Action.

2026-1081: Election of 2026 Officers: President, Vice President, Secretary - Article 138

Per City Ordinance, the commissioners nominated and elected officers for 2026 as follows:

Alden Roth, **President**
Kevin Derr, **Vice President**
Elizabeth Ricketts and Gavin Bailey (staff support), **Secretary**

2026-1082: Approval of Meeting Schedule

Commissioners approved a meeting schedule for 2026 with a regularly occurring monthly meeting planned for the 2nd Thursday of each month at 6PM at City Hall (unless otherwise decided and advertised).

Motion: *to accept meeting schedule* **Motion:** M. Slover; **2nd:** K. Derr - unanimous

V. ADJOURNMENT: 08:05 PM

VI. NEXT MEETING: Thursday, February 12th 6PM at City Hall.

City of Charles Town

Parks and Recreation Commission Report

February 2026

February 12, 2026 / 6:00 PM / City Hall

Meeting video access:
https://charlestownwv.granicus.com/player/clip/2063?view_id=1&redirect=true

I. CALL TO ORDER: 6:00PM

Persons Present: Commissioners Present: Alden Roth, Elizabeth Ricketts, Nick Zaglifa, Mike Slover (remote), Trudy Roth, Kevin Derr (remote), Steven Galleher

Staff: Gavin Bailey, John Wysong, Cindy Rezmer

Guest: None

II. APPROVAL OF MINUTES:

January 2026 - *Approved* - **Motion:** A. Roth; **2nd:** K. Derr - *Unanimous*

III. UNFINISHED BUSINESS

2026-1153: Jefferson Memorial Park Pool Contract Update

Staff provided an update on the pool contract and project progress.

No Action.

2026-1154: Tennis Program - Summer/Fall 2026

The Commissioners discussed pricing for the tennis program.

Motion: to set tennis lesson pricing to $84 for full sessions, $47 for 50-minute sessions.

Motion: K. Derr; **2nd:** E. Ricketts

Ms. Roth - *Abstain*; All others - *Aye*

The board discussed the tennis staffing split and agreed to keep the current hybrid structure in partnership with Jefferson County Parks and Recreation. The board requested a staffing discussion for March regarding tennis instructor pay and structure.

No Action.

2026-1155: Pool Staffing and Operations - Summer 2026

The Commissioners discussed pool use pricing, scheduling uses, and staffing for the seasonal positions. Pool admission fees were discussed. Swim lesson schedule was reviewed.

Motion: to schedule weekday M-F youth swim lessons through July 31st, while not implementing weekend lessons at this time

Motion: K. Derr; **2nd:** T. Roth

Unanimous

Pricing of swim lessons was discussed.

Motion: to keep the price of swim lessons at $65 for one set of lessons

Motion: T. Roth; **2nd:** N. Zaglifa

Unanimous

Lifeguard pay was discussed

Motion: to set lifeguard pay to $15/hr

Motion: K. Derr; **2nd:** N. Zaglifa

Unanimous

Pay of pool managers and assistant pool managers was discussed.

Motion: to increase Assistant Pool Manager pay to $18/hr and Pool Manager pay to $20/hr

Motion: S. Galleher; **2nd:** T. Roth

Unanimous

The board discussed having a Concessions/Admissions Clerk position open for applications for this pool season.

Motion: to approve the creation of Concessions/Admissions Clerk position and set pay at $10/hr.

Motion: K. Derr; **2nd:** E. Ricketts

Unanimous

Motion: to authorize staff to advertise pool positions with discussed edits

Ms. Ricketts amended to include reimbursement for lifeguard training costs per last year's structure and to add payment information to job listings. Ms. Ricketts made the amendment, Mr. Galleher seconded. The board requested these edits be brought back for review at the next meeting.

Motion: E. Ricketts; **2nd:** S. Galleher

Unanimous

2026-1156: Pickleball Court Contract

The Commissioners unanimously approved blue dominant court color with red playing area.

Motion: N. Zaglifa; **2nd:** S. Galleher

Unanimous

2026-1157: Update on Maintenance Yard Study

Board discussed giving support for potential land swap at the Charles Town Skate Park with the current maintenance yard.

Motion: Parks and Recreation board supports land swap.

Motion: K. Derr; **2nd:** N. Zaglifa

Unanimous

IV. NEW BUSINESS

2026-1158: Parks Master Planning Discussion

The board discussed a previous quote for parks master planning that came in at $119,036.

Motion: to table discussion

Motion: E. Ricketts ; **2nd:** N. Zaglifa

Unanimous

2026-1159: Managers' Report

Parks Manager Bailey provided updates including the Little Library made the front page of the newspaper, the status on a draft letter to property owners regarding land donation/purchase, park financials review, and that the trail extension previously discussed will now be managed under Augustine Trail Phase 3.

No Action.

2026-1078: Park Updates: Happy Retreat, Evitts Run Park, Willingham Knolls, Skate Park, Jefferson Memorial Park, Craighill Estates, Other Parkland. Public Comment

No comments or updates given.

No Action.

V. ADJOURNMENT: Motion: N. Zaglifa; **2nd:** S. Galleher to adjourn 8:32PM

VI. NEXT MEETING: Thursday, March 12th 6PM at City Hall

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 03/02/26
Department: City Council
Category: Report
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2026-1198: City Manager Report - March 2, 2026

ATTACHMENTS:

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 03/02/26
Department: City Council
Category: Report
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2026-1200: WV Legislative Update

ATTACHMENTS:

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 03/02/26
Department: City Council
Category: Information Only
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2026-1201: Legal Update - Charles Town Utility Board (CTUB) - Possible Executive Session

Legal Update - Charles Town Utility Board (CTUB)

ATTACHMENTS:

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 03/02/26
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SCHEDULED

AGENDA ITEM (ID #)

2026-1204: Article 147 - Utility Board and Purchasing Agreement - Possible Executive Session

ATTACHMENTS:

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

ARTICLE 147
Utility Board

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

147.01 ESTABLISHED.

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

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

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

147.02 BOARD OF DIRECTORS COMPOSITION.

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

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

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

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

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

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

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

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

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

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

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

1. Resident of Jefferson County, West Virginia;

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

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

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

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

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

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

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

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

147.03 BOARD OF DIRECTORS TERMS; VACANCIES; COMPENSATION.

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

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

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

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

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

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

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

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

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

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

147.05 POWERS AND DUTIES.

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

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

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

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

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

147.06 BUDGET; EMPLOYEES; BONDS.

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

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

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

147.07 FINANCIAL REPORTS AND ADMINISTRATIVE SUPERVISION.

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

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

147.08 AMENDMENT; REPEAL.

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

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

147.09 SEVERABILITY.

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

Passed on First Reading: February 14, 2022

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

ATTEST:

Robert M. Trainor
Mayor

Daryl Hennessy
City Manager/Clerk

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

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

March 7, 2018

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

10:28 AM MAR 09 2018 PSC EXEC SEC DIV

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

Dear Ms. Ferrell:

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

Very truly yours,

Hoy G. Shingleton, Jr., Esquire

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

PUBLIC SERVICE COMMISSION
OF WEST VIRGINIA
CHARLESTON

CASE NO. 17-0915-PSWD-PC

10:29 AM MAR 09 2018 PSC EXEC SEC DIV

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

CASE NO. 18-0006-PSD-C

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

Complainants,

v.

JEFFERSON COUNTY PUBLIC SERVICE DISTRICT,
A public utility,

Defendant.

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

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

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

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

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

Dated this 7th day of March, 2018.

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

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

CERTIFICATE OF SERVICE

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

VIA Federal Epress:

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

VIA First Class Mail:

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

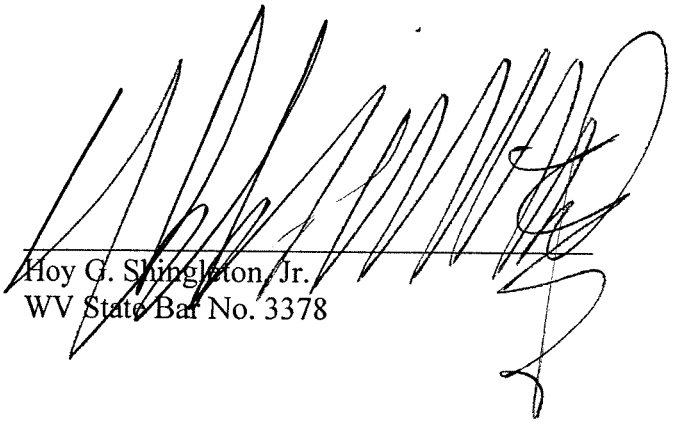
William F. Rohrbaugh
Attorney at Law
142 N. Queen Street
P.O. Box 3090
Martinsburg, WV 25402-3090

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

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

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

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



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

PURCHASE AGREEMENT

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

RECITALS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 1: Defined Terms.

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

1 or the introductory paragraphs preceding Section 1):

(a) "Assets" shall mean:

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

(ii) The Real Property;

(iii) All Fixed Assets;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Article 2: Sale and Purchase of Assets.

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

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

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

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

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

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

Purchaser.

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

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

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

3.2 Warranty and Representation as to Title.

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

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

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

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

3.3 Purchaser's Access to Assets.

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

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

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

Section 4: Closing.

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

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

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

Section 5: Conditions Precedent to the Obligations of Purchaser.

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

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

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

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

Purchaser.

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

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

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

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

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

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

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

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

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

Section 6: Conditions Precedent to the Obligations of Seller.

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

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

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

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

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

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

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

(i) Resident of Jefferson County, West Virginia;

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

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

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

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

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

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

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

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

Section 7: Representations and Warranties of Seller.

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

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

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

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

7.4 Financial Statements; Subsequent Events.

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

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

7.4.2 Absence of Certain Events.

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

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

7.5 Ownership and Condition of Assets.

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

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

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

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

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

7.7 Contracts.

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

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

7.9 Litigation, Investigations and Claims.

To the knowledge of the seller:

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

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

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

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

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

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

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

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

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

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

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

Section 8: Representations and Warranties of Purchaser.

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

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

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

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

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

Section 9. Seller's Covenants.

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

Purchaser:

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

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

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

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

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

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

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

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

Section 10: Purchaser's Covenants.

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

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

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

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

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

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

Section 11: Miscellaneous Provisions.

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

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

Section 12: Termination of the Agreement.

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

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

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

Section 13: Survival of Representations, Covenants and Warranties.

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

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

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

Section 14: General Provisions.

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

(a) If to Seller to:

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

Copy to:

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

(b) If to Purchaser to:

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

Copy to:

CHARLES TOWN UTILITY BOARD
Attn: Jane Arnett

832 South George Street
Charles Town, WV 25414

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

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

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

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

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

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

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

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

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

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

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

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

Section 15: Public Service Commission.

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

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

SELLER:

JEFFERSON COUNTY PUBLIC SERVICE DISTRICT

By: _____

Its: CHAIR

PURCHASER:

CITY OF CHARLES TOWN

By: _____

Its: _____

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

SELLER:

JEFFERSON COUNTY PUBLIC SERVICE DISTRICT

By: _____

Its: _____

PURCHASER:

CITY OF CHARLES TOWN

By: _____

Its: Mayor

EXHIBIT
1(a)

Jefferson County Public Service District

Alternate Mainline Extension Agreements

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

EXHIBIT 1(b)

Capital Improvement Fee/Capital Assurance Fee

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

* Please see additional worksheets for development details

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

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

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

Breckenridge	2
Spruce Hill North	119
Aspen Green	3
Total	977.74

EXHIBIT 1(c)

Capacity Assurance Agreements

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

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 03/02/26
Department: City Council
Category: Report
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2026-1199: Jefferson County Convention and Visitors Bureau Year-End Report

ATTACHMENTS:

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 03/02/26
Department: City Council
Initiator:

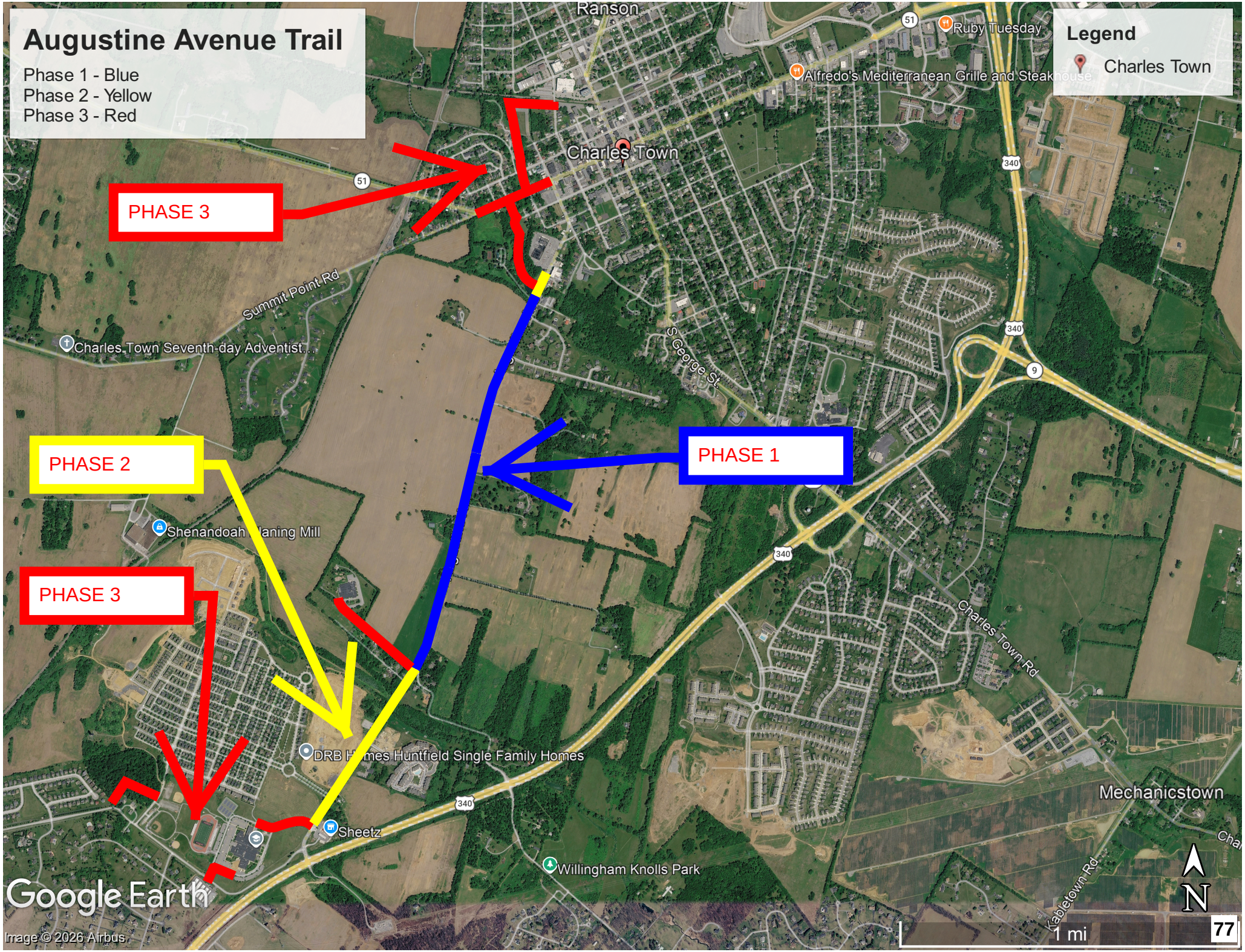
SCHEDULED

AGENDA ITEM (ID #)

2026-1202: Augustine Trail Phase #3 Presentation

ATTACHMENTS:

- 1-Overall.pdf
- 2-Washington High.pdf
- 3-Perry Fields.pdf
- 4-West Washington Street.pdf
- 5-Evitts Run.pdf
- Augustine Avenue Trail System Summary.pdf
- Costs.pdf


Augustine Avenue Trail
Phase 1 - Blue
Phase 2 - Yellow
Phase 3 - Red
Legend
Charles Town
PHASE 3
PHASE 2
PHASE 1
PHASE 3
Ranson
Charles Town
Ruby Tuesday
Alfredo's Mediterranean Grille and Steakhouse
Summit Point Rd
Charles Town Seventh-day Adventist...
S George St
Shenandoah Planing Mill
DRB Homes Huntfield Single Family Homes
Sheetz
Willingham Knolls Park
Charles Town Rd
Mechanicstown
Kabletown Rd
51
340
9
77
Google Earth
Image © 2026 Airbus
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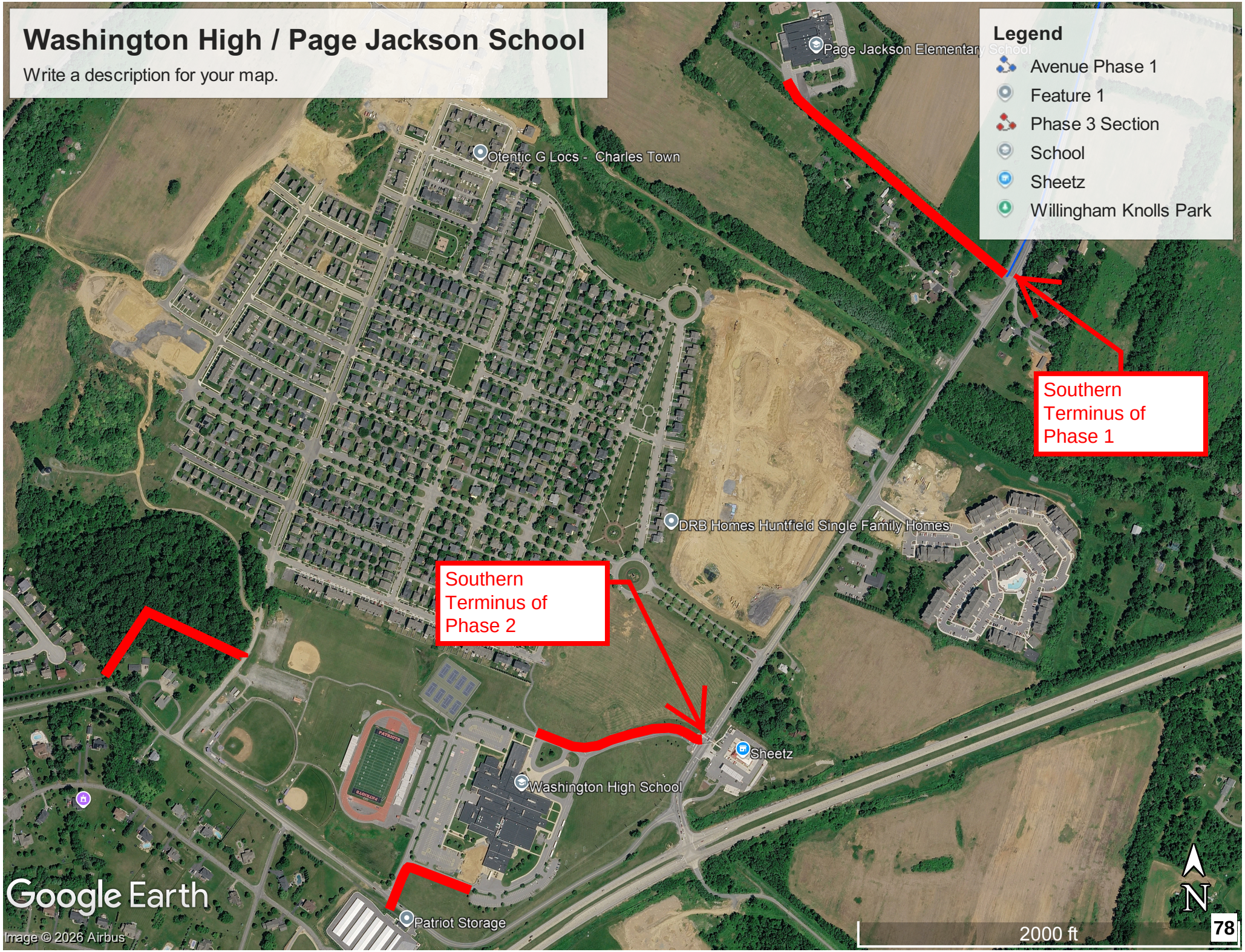
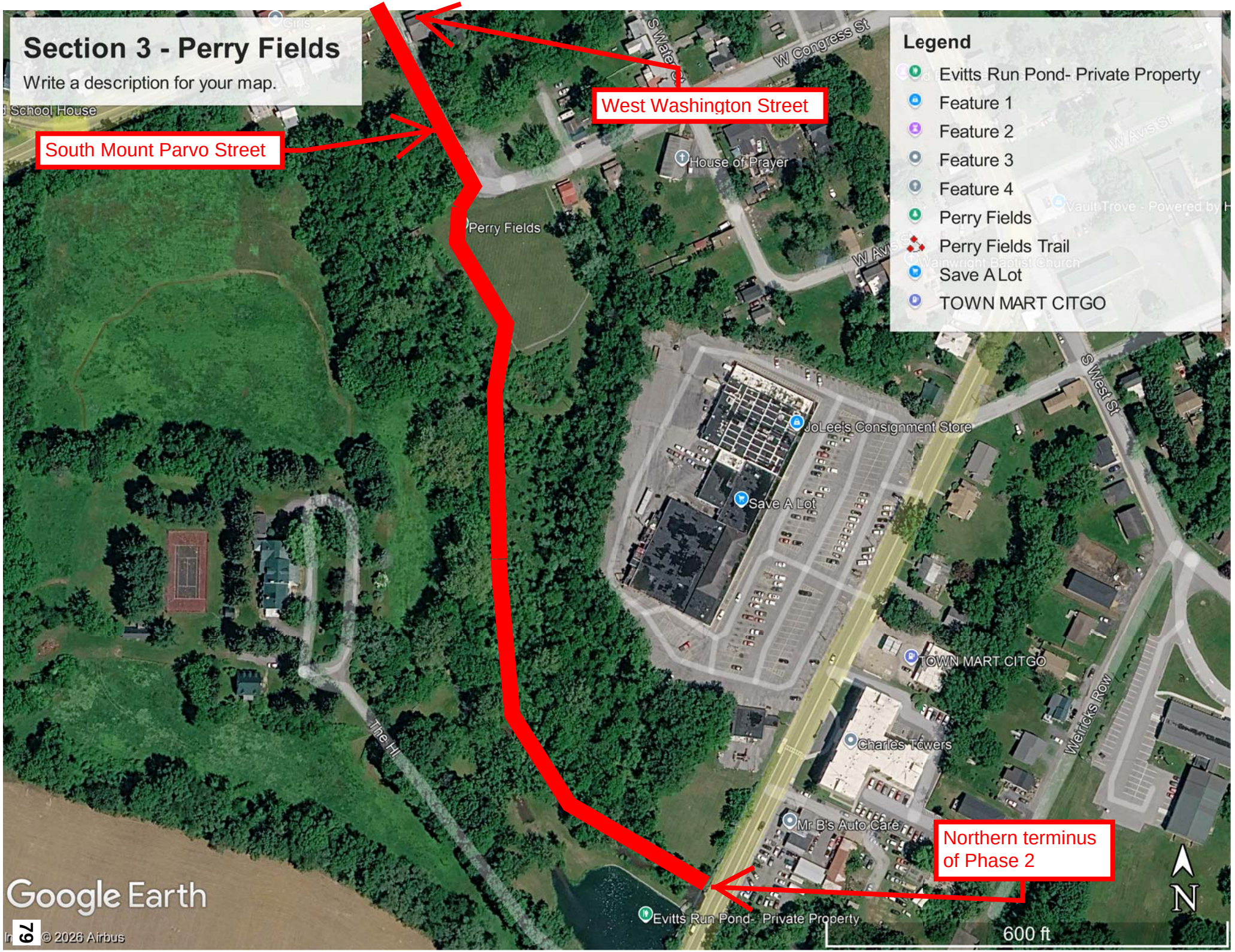
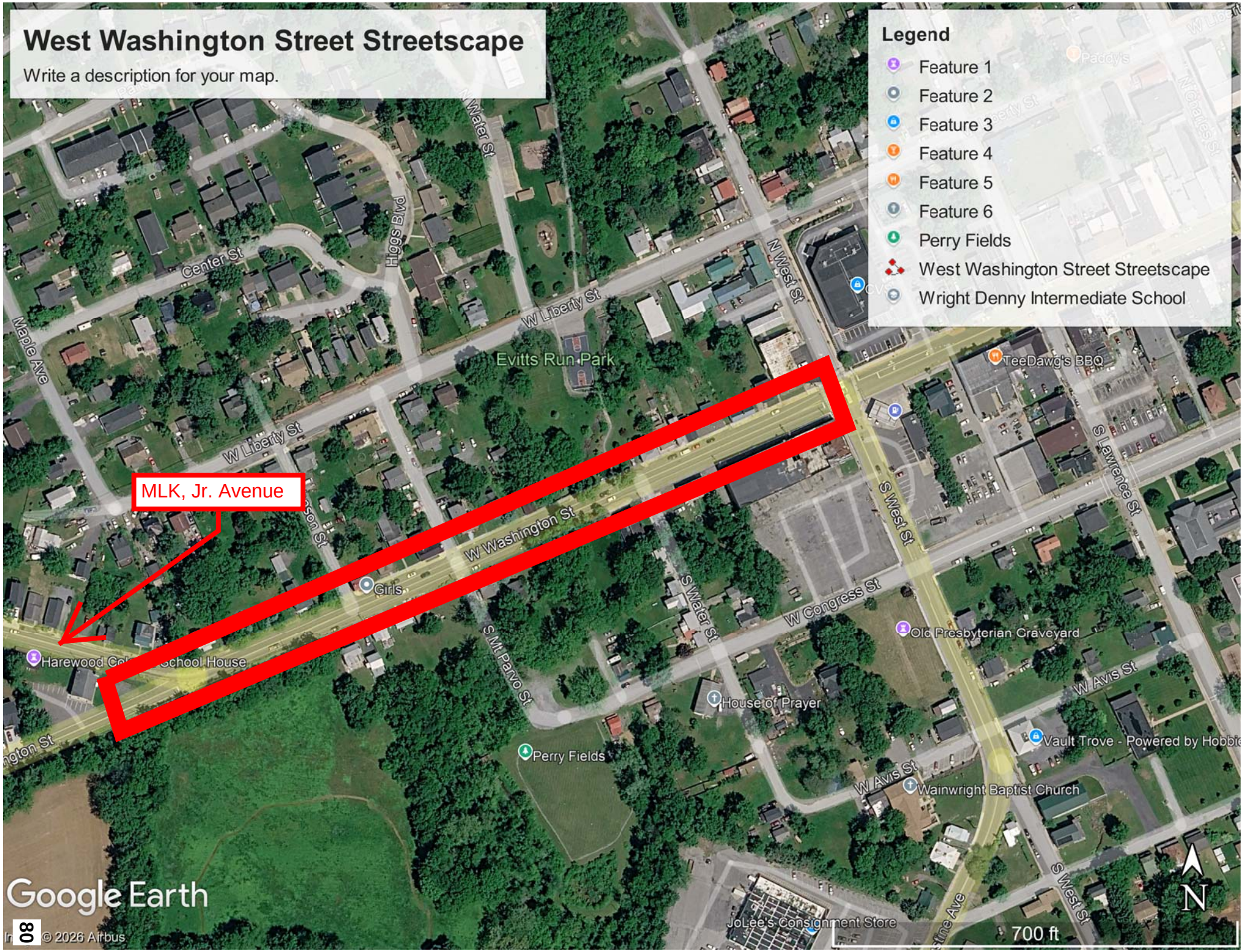

Washington High / Page Jackson School
Write a description for your map.
Legend
Avenue Phase 1
Feature 1
Phase 3 Section
School
Sheetz
Willingham Knolls Park
Page Jackson Elementary School
Otentic G Locs - Charles Town
Southern Terminus of Phase 1
DRB Homes Huntfield Single Family Homes
Southern Terminus of Phase 2
Sheetz
Washington High School
Patriot Storage
Google Earth
Image © 2026 Airbus
2000 ft
N
78


Section 3 - Perry Fields
Write a description for your map.
West Washington Street
South Mount Parvo Street
Northern terminus of Phase 2
Legend
Evitts Run Pond- Private Property
Feature 1
Feature 2
Feature 3
Feature 4
Perry Fields
Perry Fields Trail
Save A Lot
TOWN MART CITGO
House of Prayer
JoLee's Consignment Store
Charles Towers
Mr B's Auto Care
Google Earth
© 2026 Airbus
600 ft
N


West Washington Street Streetscape
Write a description for your map.
Legend
Feature 1
Feature 2
Feature 3
Feature 4
Feature 5
Feature 6
Perry Fields
West Washington Street Streetscape
Wright Denny Intermediate School
MLK, Jr. Avenue
W Washington St
W Liberty St
Evitts Run Park
Center St
Higgs Blvd
Water St
N West St
Maple Ave
S West St
S Lawrence St
S Water St
S Mt Parvo St
W Congress St
W Avis St
Old Presbyterian Graveyard
House of Prayer
Perry Fields
Wainwright Baptist Church
Vault Trove - Powered by Hobbie
TeeDawg's BBQ
JoLee's Consignment Store
Girls
School House
Google Earth
© 2026 Airbus
700 ft
N

Section 3 - Evitt's Run Park, Skate Park and Boys & Girls Club

Write a description for your map.



Augustine Avenue Trail System

Phase 1
Phase 1 is a 10 ft wide asphalt trail along the west side of Augustine Avenue from Page-Jackson School to Perry Drive. Construction was completed in 2025 at a cost of $946,866.

Phase 2
Phase 2 is a 10 ft wide asphalt trail along the west side of Augustine Avenue from Patriot Drive to Page-Jackson School and from Perry Drive north to the Hilldale Shopping Center. Phase 2 is currently out to bid by WVDOH and construction is expected later this year. The estimated cost of construction for this phase is $678,880.

Phase 3
Phase 3 has several components.

Southern Components:
The first component is access to Page-Jackson School from Augustine Avenue. This would be a 10 ft wide asphalt path along the north side of the school access road.

The next component would be at the southern end of Augustine Avenue and proposes a 10 ft wide path along Patriot Drive to connect Augustine Avenue to the Huntfield sidewalk.

Another component would be a path to connect Washington High School parking lots to the south side of Huyett Road.

The last southern component would be a path on the west side of Washington High School to connect the school property to the neighboring subdivisions to the west.

Anticipated construction cost for Southern Components: $681,700.

Northern Components:
Perry Fields: This section will connect the northern terminus of Phase 2 of the Augustine Avenue Trail through Perry Fields, down South Mount Parvo Street to West Washington Street.
Anticipated construction cost: $150,100

West Washington Street:
This section will provide a streetscape project to improve existing sidewalks along West Washington and construct new sidewalks where none exist. The limits of this section extend from MLK Blvd. to West Street.
Anticipated construction cost: $650,000

Evitt's Run

The last section of Phase 3 extends from West Washington Street along Evitt's Run Creek, through Evitt's Run Park, to the Skate Park and up to the Boys' and Girls' club. Anticipated construction cost: $108,400.

Augustine Avenue Trail System			
	Construction Cost	Anticipated Construction Cost	Estimated Construction Cost
Phase 1	$946,866.00		
Phase 2		$678,880.00	
Phase 3			
Southern Components			$681,700.00
Northern Components			
Perry Field			$150,100.00
West Washington St.			$650,000.00
Evitt's Run			$108,400.00
Phase 3 Total:			**$1,590,200.00**

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 03/02/26
Department: City Council
Category: Report
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2026-1203: First Reading and Consideration of an Amendment to the Codified Ordinances of the City of Charles Town, West Virginia with Regard to Part Seven Business Regulation and Taxation Code Article 741 Municipal License Tax

ATTACHMENTS:

- Business License Revision Redline Council.pdf
- Revision Clean First Reading.pdf

ARTICLE 741
Municipal License Tax

741.01 LEGISLATIVE FINDINGS; PURPOSE.

Council hereby finds that in order to provide essential Municipal services, City revenue needs require the imposition of the following license taxes upon the businesses and commercial ventures listed in this article.

(Ord. 2024-009. Passed 11-18-24.)

741.02 DEFINITIONS.

~~(a) Except where otherwise defined in this article, businesses, occupations, trades, commercial ventures and terms of art used in Sections 741.14 through 741.27 have those meanings given them in the West Virginia Code, as amended and in force on January 1, 1970.~~

~~(b) Except as otherwise defined in this article, terms, phrases, occupations, trades, commercial ventures and terms of art used in sections of this article other than those referred to in subsection (a) hereof shall have the meaning given to them in the West Virginia Code, as amended and currently in force and, when there is more than one such meaning, they shall have the meaning given in the sections of the West Virginia Code imposing any State license tax correlative to the City's license tax.~~

(a) "Annual gross revenue" means the total gross receipts or gross income actually received by the person from all of the business activity carried on within the corporate limits of the City during the calendar year preceding the license year. The term includes income received in cash or in-kind and with reduction for expenses or cost of goods sold.

(b)) "Fee" and "tax" may be used interchangeably to refer to the charges imposed under this article.

(c) Independent contractor means a natural person who provides labor, services, or materials to another for compensation and:

(1) ~~(1)~~ Is not treated as an employee for purposes of federal income tax withholding;~~:~~

(2) ~~(2)~~ Is issued an Internal Revenue Service Form 1099 for such services and;

~~(c)~~(3) ~~(3)~~ Retains control over the manner and means of performing the work, consistent with Internal Revenue Service guidance and common law agency principles.

(d) "Natural person" means an individual human being, and excludes legal entities such as corporations.

~~(e)~~ "Permanent physical location" means any fixed place of business within the corporate limits of the City at which the person regularly conducts business,

(e) including but not limited to a commercial office, retail store. warehouse. workshop, or dedicated space within a residence.

(~~f~~c) ~~"Fee" and "tax" may be used interchangeably to refer to the charges imposed under this article.~~

(~~g~~d) "Person" includes, wherever the context will permit, not only natural persons, but all other legal entities such as partnerships, corporations, business trusts and the like.

(h) Sole proprietor means someone who owns an unincorporated business by themselves

~~(Ord. 2024-009. Passed 11-18-24.)~~

741.03 PAYMENT AND TERM OF LICENSE.

Except as otherwise specified in this article, the entirety of any license fee designated as an annual fee shall be billed on or about June 1 in each year, and shall be paid within thirty days of the bill being sent. All annual licenses provided for by this article shall be issued for a term of one year beginning on July 1 and ending on the next succeeding June 30~~. Biennial licenses shall be issued for a term of two years, commencing on July 1 and ending on June 30 two years after the initial license date. Where licenses of other periods are authorized by this article, they shall be of such duration, and shall begin and end on such dates, as the City Treasurer may provide; but the City Treasurer shall select such dates as State law requires, if any, for any correlative State licenses, certificates or permits.~~

~~(Ord. 2024-009. Passed 11-18-24.)~~

741.04 FEES TO CONSTITUTE DEBTS DUE THE CITY.

The fees provided for in this article shall constitute debts due to the City and may be collected by the City Treasurer by an appropriate action in either the circuit courts or magistrate courts of West Virginia.

(Ord. 2024-009. Passed 11-18-24.)

741.05 ~~APPLICABILITY; NONTRANSFERABILITY.~~

~~Except where otherwise expressly provided herein, the fees provided for herein apply to any person undertaking the herein described activities, trades or professions for any part, no matter how small, of a given time period in which the fee is imposed. Except where otherwise expressly provided herein, the licenses provided for in this article are not transferable; that is, the payment by one person of a license fee provided for in this article~~

~~shall not exempt or excuse a purchaser from, a successor to, or assignee of, any such personfrom the payment of the prescribed fee for the maintenance or possession of a particular license for the conduct of a particular activity. The licenses provided for herein are nontransferable personal privileges. The fees provided for in this article apply only to persons engaging in the specified acts, having the specified ownership, or carrying on the specified operation or conduct of a trade or business where the foregoing are located within the geographic limits of the City.~~

~~(Ord. 2024-009. Passed 11-18-24.)~~

741.06 **LICENSE REQUIRED; LEVY OF LICENSE TAXES.**

(a) No person required to obtain a business registration certificate from the State Tax Commissioner of the State of West Virginia pursuant to West Virginia Code Section 11-12-1 et seq., nor any person engaging in business activity as defined in West Virginia Code Section 11-12-2(b)(2) shall engage in or prosecute any business activity within the City of Charles Town without obtaining a municipal business license and paying the fee therefor; provided that no municipal business license shall be required for an independent contractor or sole proprietor who (i) earns less than $2,500 in annual gross revenue, and (ii) who does not maintain a permanent physical location within the corporate boundaries of the City. Any person exempt from obtaining a municipal license by this Section shall also be exempt from any other provisions of this Code that would otherwise require the person to have a municipal business license in order to conduct business in the City, but all other requirements applicable to the person and/or operations shall remain in effect. Persons engaging in or prosecuting business activities in the City may also be subject to other provisions of this Code, which must be satisfied before commencing or while engaging in a business activity in the City.

(b) Any person engaging in business within the City of Charles Town shall pay an annual general municipal business license tax of $15.00; provided that, where a separate business license tax or fee has been established for a particular type of municipal business license by the West Virginia Code or this Code, that tax or fee shall apply in lieu of the general municipal business license tax.

(c) A business license will be required for the following locations and activities:

(1) A separate business license is required for each fixed business location from which property or services are offered for sale or lease to the public at a class, or to a limited portion of the public; or at which customer accounts may be opened, closed or serviced.

(2) A separate business license is not required for each coin-operated machine. ~~A separate license is required for each location from which making coin-operated machines available to the public is itself a business activity.~~

~~(3) A business that sells tangible personal property or services from or out of one or more vehicles needs a separate business license for each fixed location in the City from or out of which business is conducted. A copy of its business license shall be carried in each vehicle and publicly displayed while business is conducted from or out of the vehicle.~~

A business license is required by subsection (a) of this section for every person engaging in purposeful revenue generating activity in the City. If the activity conducted at one location includes activity subject to the general municipal business license and activity subject to a separate business license required by this Code or West Virginia Code, a separate license is required for each type of activity conducted.

~~EFFECT OF IMPOSITION OF LICENSE TAX.~~

~~In every case where this article imposes a license tax or fee, it shall be deemed that a license is required to perform the activity at each location within the City and that a license can and must be issued by the City Treasurer with respect to that activity at each location within the City, but only upon payment of the requisite fee and completion of the requisite application. The imposition of a license tax by this article shall mean that the payment of the tax is a prerequisite to the lawful conduct of the activity upon which the tax is imposed, at each location within the City.~~

~~(Ord. 2024-009. Passed 11-18-24.)~~

741.07 ACTS PROHIBITED.

Whenever a license tax is imposed by this article, no person shall engage in the activity or occupation upon which the fee is levied, nor own or operate any device upon which the fee is levied, without first paying the tax and acquiring the license provided for under this article.

(Ord. 2024-009. Passed 11-18-24.)

741.08 **LICENSE APPLICATION; ISSUANCE; FEE.**

(a) Each person shall apply for and obtain a business license prior to engaging in or prosecuting any business activity within the City.

(b) Application for a business license shall be made on forms issued by the City Treasurer ~~Director of Finance.~~

(c) The business license will only be issued upon satisfaction of the following conditions:

(1) Payment of the prescribed business license fee together with payment of all outstanding fees or taxes owed to the City by the applicant and any related entity;

(2) A determination that the business is operated, or will be operated, in compliance with all applicable laws of the City; provided, however, that the issuance of the business license shall not operate as a determination that such business activity is lawful nor sanction the conduct of otherwise illegal activity;

Proof that the applicant has all licenses and permits necessary to the conduct of the business, including, without limitation, a valid business registration certificate issued by the Tax Commissioner of the State of West Virginia.

(d) The license issued pursuant to this article shall be in the form of a certificate prepared by the City Treasurer and shall issue to the applicant upon satisfaction of all applicable conditions of this Code.

(e) The City Treasurer may provide a one-time waiver for a maximum sixty (60) days of subsection (c)(3) of Section741.08 of this Article. Any extension beyond sixty (60) days requires the approval of the Finance Committee.

~~EFFECT OF LICENSE.~~

~~In any case in which a license is required by this article, the issuance of the license shall be deemed a prerequisite to the lawful conduct of the activity for which the license is required. Issuance of any license under this article shall not, however, make valid or legal any act not otherwise valid or legal or not otherwise authorized by other provisions of law. Nothing in this article shall authorize any act, activity or ownership not otherwise lawful.~~

~~(Ord. 2024-009. Passed 11-18-24.)~~

741.09 DUTIES AND POWERS OF CITY TREASURER.

The City Treasurer or his/her designated agent shall have the ~~power to prepare application forms for any licenses required under this article.~~ authority necessary to implement and accomplish the provisions of this Ordinance, including the power to prepare forms and examine the activities and locations of each business to determine compliance with this article.. ~~The application may contain questions on or blanks for any information reasonably deemed necessary by the City Treasurer. The City Treasurer is expressly authorized to require applicants to have, and to provide evidence of, a valid and existing West Virginia Business Franchise Registration Certificate~~. Proper completion of an ~~application is a condition precedent to the City Treasurer having any duty to issue a license. Upon proper completion of a license application and payment of the requisite fee, the City Treasurer shall issue the requested license to the applicant. The form of the license and information thereon shall be such as the City Treasurer may reasonably prescribe~~. ~~The City Treasurer, or his designated agent, shall have the power to examine activities and locations of each business to determine compliance with this article. (Ord. 2024-09. Passed 11-18-24.)~~

~~741.10 LICENSE FEES CUMULATIVE.~~

~~The license fees imposed in this article are cumulative and the imposition of any one fee does not preclude the imposition of other fees upon any one individual or entity. The fees imposed by this article are imposed for engaging in certain trades or activities, or for the use or possession of certain devices. The pursuit of a particular trade or activity, or the~~

~~ownership or use of a particular device, shall not excuse a person or entity from the requirement for a license and payment of a license fee for each such activity or device for which, if engaged in or possessed singly, a license requirement and license fee would be imposed.~~

~~(Ord. 2024-009. Passed 11-18-24.)~~

~~741.11~~ CHANGE IN NAME OR PARTNERS.

A change in the name under which a person does business shall not require the person to seek, any new license for any activity licensed under a prior name; nor shall the withdrawal or addition of partners to a partnership require the partnership to obtain a new license, provided that the partnership always retains at least one partner who was a member of the firm at the time the license was granted. (Ord. 2024-009. Passed 11-18-24.)

~~741.12~~ OTHER TAXES.

The City Treasurer may refuse to issue any license required by this article to any person, firm or corporation delinquent in the payment of any tax or fee due the City under any ordinance or tariff until such delinquent tax or fee is paid.

(Ord. 2024-009. Passed 11-18-24.)

~~741.13~~ DISPLAY OF CERTIFICATE.

The licenses provided for in this article shall be evidenced by license certificates. The holder of a license shall display the license certificate in a prominent place at or near the location of the licensed activity or device, and shall make the license certificate available for inspection by City police, the City Treasurer or his designated agent.

(Ord. 2024-009. Passed 11-18-24.)

~~741.14 FEES FOR OWNING AND OPERATING COIN-OPERATED AMUSEMENT DEVICES OR VENDING MACHINES.~~

~~(a) Persons owning and operating coin-operated merchandise, service, amusement or music devices or vending machines shall obtain annual licenses and pay the fees prescribed in this section.~~

~~(b) The liability for the license to operate any type of coin-operated merchandise, service, amusement or music devices or vending machines shall be upon the owner of the machine. The ownership shall be established by either a bill of sale, paid invoice or a conditional sales contract which has been recorded in the applicable county clerk's office. The leasing of such a machine shall not be considered as a transfer of ownership of the~~

machine and where a lessor-lessee relationship exists, the lessor shall be liable for the applicable license and fees.

(c) The annual license fee to own and operate a coin-operated baggage or parcel checking machine or device which is used for the storage of baggage or parcels of any character shall be fifty cents ($0.50) for each section of any such device which is operated on the coin-in-the-slot principle.

(d) The annual license fee to own and operate any coin-operated toilet locker or device, sanitary napkin device or bed vibrator device shall be fifty cents ($0.50) for every such locker or device.

(e) The annual license fee to own and operate any coin-operated amusement or music devices, shall be a follows:

(1) Where a person owns fewer than twenty such devices, the fee for each device is:

For one-cent devices	$ 2.00
For five-cent devices	5.00
For ten-cent devices	10.00
For devices requiring more than ten cents	12.50

~~(2) Where a person owns and operates twenty or more such devices, the aggregate fee to the owner is:~~

~~For one-cent devices~~	~~$ 50.00~~
~~For five-cent devices~~	~~100.00~~
~~For ten-cent devices~~	~~150.00~~
~~For devices requiring more than ten cents~~	~~250.00~~

~~The operator of more than one type of device shall pay the highest fee prescribed.~~

~~(3) Any device taking more than one denomination of coin shall be licensed on the basis of the largest denomination of coin taken or the total of coins necessary to make the device function.~~

~~(f) The annual license fee to own and operate coin-operated merchandise or service devices shall be as follows:~~

~~(1) Where a person owns and operates fewer than twenty such devices, the fee for each device is:~~

~~For one-cent devices~~	~~$2.00~~
~~For five-cent devices~~	~~5.00~~
~~For ten-cent devices~~	~~10.00~~
~~For devices requiring more than ten cents~~	~~12.50~~

~~(2) Where a person owns and operates twenty or more such devices, the aggregate annual fee to the owner is:~~

~~For one-cent devices~~	~~$50.00~~
~~For five-cent devices~~	~~100.00~~
~~For ten-cent devices~~	~~150.00~~
~~For devices requiring more than ten cents~~	~~250.00~~

~~The operator of more than one type of device shall pay the highest fee prescribed.~~

~~(3) Any device taking more than one denomination of coin shall be licensed on the basis of the largest denomination of coin taken or the total of coins necessary to make the device function.~~

~~(g) No license fee shall be required of stores or businesses owning and operating~~

machines or devices described in this section and owned by them in their own licensed stores. Provided however, that where the principal business is the operation of the machines or devices, then the licenses shall be obtained as outlined above.

(h) The provisions of this section shall not be applicable to any pay telephone, postage stamp vending machines or currency changing machines operated on the coin-in-the-slot principle.

(Ord. 2024-009. Passed 11-18-24.)

741.15 LAUNDRIES AND CAR WASHES.

Laundries and car washes shall be required to pay an annual license fee as follows:

1-5 devices	$15.00
6-9 devices	3.00 each
10 or more devices	30.00

(Ord. 2024-009. Passed 11-18-24.)

741.16 CIRCUS, CARNIVALS AND OTHER PUBLIC SHOWS.

(a) The license to exhibit a circus or menagerie, a circus and menagerie combined, wild west show, or other itinerant show not exhibited in a theater, opera house or other permanent place for public shows, shall be based upon the number of railroad cars or motor trucks used to transport the property or equipment of such shows, but not including railroad cars or motor trucks used to transport the personnel thereof.

(b) If railroad cars are used the fee shall be four dollars ($4.00) for each car for each day on which any performance is given; if motor trucks are used the fee shall be three dollars ($3.00) for each truck for each day on which any performance is given.

(c) The license fee to exhibit a street or other carnival shall be five dollars ($5.00) a week for each entertainment, performance or exhibition given at or in the vicinity of any such carnival. Each such entertainment, performance or exhibition shall require a separate license, whether or not shown under the same canvas and whether or not exhibited for additional compensation; and upon any such entertainment, performance or exhibition being concluded, so that an additional fee for admission is charged, an additional license fee shall be required for any further or additional entertainment, performance or exhibition. To operate any riding device of any kind at or in the vicinity of any street or carnival show, the fee shall be ten dollars ($10.00) per week for each such device.

(d) To keep or maintain any concession stand selling service, goods, wares or

merchandise, such as food, soft drinks, ice cream, candy floss and the like, at or in the vicinity of such street or carnival show, the fee shall be one dollar ($1.00) a week for each such concession. To maintain any concession stand such as ball games, bingo, cane rack, penny pitch-till-you-win, striking machine, weighing machine, shooting gallery, artful dodger, bumper, fish pond, dart game or other legitimate games of skill, none of which shall be controlled by the operator, at or in the vicinity of any street or carnival show, the license fee shall be five dollars ($5.00) a week for each such concession. To operate or maintain a candy wheel or any legitimate merchandise wheels, when operated without control of the operator, the license fee shall be twenty-five dollars ($25.00) a day.

(e) The provisions of this section shall not apply to any educational, literary, dramatic, musical or benevolent society, or volunteer fire companies, not conducted for private profit, where such exhibitions are confined to one county, unless professional or paid talent, other than director, is employed in such exhibitions.

(Ord. 2024-009. Passed 11-18-24.)

741.17 TRADING STAMPS.

The annual license fee to sell or offer for sale merchants' trading stamps, premium stamps or certificates of like nature, or to undertake to redeem such stamps or certificates in money or goods, shall be fifty dollars ($50.00). Provided, however, that this section shall not apply to any coupon or similar device issued and redeemed by a manufacturer or packer.

(Ord. 2024-009. Passed 11-18-24.)

741.18 FORTUNETELLERS.

The annual license fee to act as a fortuneteller, palmist, phrenologist, spiritualist, medium, clairvoyant, mindreader or any other person who performs the art or profession of telling the past or forecasting the future shall be two hundred dollars ($200.00).

(Ord. 2024-009. Passed 11-18-24.)

741.185 HAWKERS AND PEDDLERS.

For every license to act as a hawker or peddler, if the party travels on foot without a vehicle, the annual fee shall be fifteen dollars ($15.00), and if with one or more vehicles of any kind, the annual fee shall be fifty dollars ($50.00).

(Ord. 2024-009. Passed 11-18-24.)

741.19 JUNK DEALERS OR THEIR AGENTS.

~~(a) Definitions.~~

~~(1) "Junk" as used in this section, means old or scrap gold, copper, brass, rope, rags, batteries, paper, rubber, automobile parts, iron, steel and other old scrap ferrous or nonferrous metals.~~

~~(2) "Junk dealers" includes all persons engaged in the business of buying or selling junk as defined in subsection (a)(1) hereof.~~

~~(3) "Junk dealer's agents" includes all persons who buy or sell junk as defined in subsection (a)(1) hereof for or on behalf of a junk dealer, as defined in subsection (a)(2) hereof, but the term "junk dealer's agent" shall not be construed to include any person regularly employed upon a salary by a regularly licensed junk dealer engaged in such business within the State.~~

~~(4) "Itinerant junk collector" includes only such persons who gather junk from place to place with the aid of a cart or vehicle hand drawn or propelled, who have no fixed place of business.~~

~~(5) "Nonresident junk dealer" or "nonresident junk dealer's agent" includes all persons who act as junk dealers or junk dealer's agents who are nonresidents of the State and all firms so engaged whose members are nonresidents of the State and all corporations which have not been admitted to hold property and transact business in the State.~~

~~(b) Fees. The annual license fee to act as a resident junk dealer shall be twenty-five dollars ($25.00); to act as a junk dealer's agent, ten dollars ($10.00); to act as a nonresident~~ junk dealer or his agent who buys or solicits for the purchase of junk within the State, one ~~hundred fifty dollars ($150.00); to act as an itinerant junk collector, ten dollars ($10.00).~~

~~(Ord. 2023-009. Passed 11-18-24.)~~

~~741.20 PAWNBROKERS.~~

~~The annual license fee to engage in the business of pawnbroker shall be one hundred dollars ($100.00). "Pawnbroker" includes any person, firm, partnership, association or corporation engaged in the business of lending money on deposit or pledge of personal property or other valuable thing, other than securities or printed evidence of indebtedness, or in the business of purchasing personal property, such as articles made of or containing gold, silver, platinum or other precious metals or jewels of any description for the purpose of reducing or smelting them into any form different from their condition or construction when purchased and reselling or marketing the product.~~

~~(Ord. 2023-009. Passed 11-18-24.)~~

~~741.21 THEATERS AND PUBLIC SHOWS.~~

~~The license fee for the operation of a theater, opera house or other permanent place for~~

public shows shall be forty dollars ($40.00).

(Ord. 2023-009. Passed 11-18-24.)

741.22 COLLECTION AGENCIES.

The annual license fee to engage in the business of a collection agency shall be twenty-five dollars ($25.00). For the purposes of this section, solicitation by or through an agent shall be considered to be engaging the business of a collection agency.

(Ord. 2023-009. Passed 11-18-24.)

741.23 EMPLOYMENT AGENCIES.

The annual license fee to conduct the business of an employment agent, to receive applications for employment, to hire or contract with persons for employment shall be twenty-five dollars ($25.00).

(Ord. 2024-009. Passed 11-18-24.)

BILLIARD, POOL, BOWLING ALLEYS AND BAGATELLE TABLES.

The annual license fee to keep or maintain a bowling alley, a billiard, pool or bagatelle table, or table of like kind, for public use, where any charge is made for the use of the same, shall be twenty-five dollars ($25.00); but if more than one of such alleys or tables be kept or maintained in the same building by the same person, the fee shall be fifteen dollars ($15.00) for each additional one. (Ord. 2024-009. Passed 11-18-24.)

741.24 STORES.

(a) As used in this section:

(1) "General store" means any store or stores or any mercantile establishment in which goods, wares or merchandise of any kind are purchased, ordered, sold or offered for sale either at retail or wholesale;

(2) "Person" includes any group or combination acting as a unit, individual, committee, guardian, trustee, executor, administrator, partnership, co-partnership, joint adventure, association, trust, firm or corporation, either domestic or foreign, which is controlled or held with others by majority stock ownership or ultimately controlled or directed by one management or association of ultimate management; and

(3) "Special store" means any store or stores or any mercantile establishment or establishments, in which goods, wares or merchandise of any kind except cigarettes, tobacco products and soft drinks are purchased, ordered, sold or offered for sale, either at retail or wholesale, and which contains no coin-operated device or devices, owned and

operated by the store proprietor.

(b) General Stores. Every person establishing, operating or maintaining one or more general stores within the City shall pay annual license taxes as follows:

1 to 5 stores	$15.00 each
6 to 10 stores	40.00 each additional store
11 to 15 stores	80.00 each additional store

(c) Special Stores. Every person establishing, operating or maintaining one or more special stores within the City shall pay annual license taxes as follows:

1 to 5 stores	$5.00 each
6 to 10 stores	20.00 each additional store
11 to 15 stores	40.00 each additional store

(Ord. 2023-009. Passed 11-18-24.)

741.25 FEES FOR CERTAIN TRADES, PROFESSIONS OR OCCUPATIONS.

(a) Unless otherwise indicated below, there shall be a license tax imposed, on an annual basis, upon each person practicing in the following trades, professions or occupations within the City. The fees shall be in the amounts listed below, and shall enable the payor to purchase a license to engage in the trade, profession or occupation for one year unless some other fee period is indicated, in which case the fee will purchase a license for that period.

(1) For architects, a fee of twenty-five dollars ($25.00);

(2) For attorneys, a fee of five dollars ($5.00);

(3) For auctioneers, a fee of fifteen dollars ($15.00);

(4) For barbers, beauticians and manicurists, a fee of fifteen dollars ($15.00);

(5) For chiropractors, a fee of twenty-five dollars ($25.00);

(6) For dentists, a fee of twenty dollars ($20.00);

(7) For embalmers, a fee of fifteen dollars ($15.00);

(8) For engineers, a fee of twenty-five dollars ($25.00);

(9) For foresters, a fee of five dollars ($5.00);

(10) For funeral directors, a fee of one dollar ($1.00);

~~(11) For landscape architects, a fee of twenty-five dollars ($25.00)~~

~~(12) For land surveyors, a fee of twenty dollars ($20.00);~~

~~(13) For insurance brokers, a fee of ten dollars ($10.00);~~

~~(14) For midwives, a fee of ten dollars ($10.00);~~

~~(15) For nursing home administrators, a fee of twenty-five dollars ($25.00);~~

~~(16) For occupational therapists, a fee of five dollars ($5.00);~~

~~(17) For osteopathic physicians and surgeons, a fee of ten dollars ($10.00);~~

~~(18) For physical therapists, a fee of twenty-five dollars ($25.00);~~

~~(19) For physicians, surgeons and podiatrists, a biennial fee of fifty dollars ($50.00);~~

~~(20) For practical nurses, a fee of five dollars ($5.00);~~

~~(21) For private detectives and investigators, a fee of twenty-five dollars ($25.00);~~

~~(22) For psychologists, a biennial fee of thirty dollars ($30.00);~~

~~(23) For radiologic technologists, a fee of twenty dollars ($20.00);~~

~~(24) For real estate brokers, a fee of twenty-five dollars ($25.00);~~

~~(25) For real estate salesmen, a fee of ten dollars ($10.00);~~

~~(26) For registered professional nurses, a fee of five dollars ($5.00);~~

~~(27) For social workers, a fee of five dollars ($5.00);~~

~~(28) For veterinarians, an annual fee of five dollars ($5.00).~~

~~(Ord. 2024-009. Passed 11-18-24.)~~

~~741.265 CONTRACTORS.~~

~~Any person engaged in the following contracting activity shall be required to pay an annual license fee of fifteen dollars ($15.00):~~

~~(a) Building and general contracting and similar construction building,~~

~~(b) Plumbing, heating and air conditioning,~~

~~(c) Heating and air conditioning,~~

~~(d) Electrical contracting,~~

~~(e) Brick, concrete or stone construction (or in all of such contracting work),~~

~~(f) Painting or papering or both,~~

~~(g) Carpentry contracting alone,~~

~~(h) Work of insulating,~~

~~(i) Plastering,~~

~~(j) Excavating and heavy hauling in connection therewith (or in either thereof),~~

~~(k) Road and street building, or surfacing of roads and streets.~~

~~(Ord. 2024-009. Passed 11-18-24.)~~

~~741.26 HEARING AID FITTERS.~~

~~Any person (natural or artificial) engaged in the practice of dealing in or fitting hearing aids shall be required to pay an annual license fee of twenty-five dollars ($25.00).~~

~~(Ord. 2024-009. Passed 11-18-24.)~~

~~741.27 DENTAL CORPORATIONS.~~

~~An annual license fee of fifty dollars ($50.00) is imposed on each dental corporation for the privilege of doing business. (Ord. 2024-009. Passed 11-18-24.)~~

~~741.28 FUNERAL ESTABLISHMENTS.~~

~~An annual license fee of fifty dollars ($50.00) is hereby imposed upon each funeral establishment doing business within the City. (Ord. 2024-009. Passed 11-18-24.)~~

~~741.29 MEDICAL CORPORATIONS.~~

~~An annual license fee of fifty dollars ($50.00) is hereby imposed upon each medical corporation doing business within the City. (Ord. 2024-009. Passed 11-18-24.)~~

~~741.30 NURSING HOMES AND PERSONAL CARE HOMES.~~

~~Upon nursing homes, there is imposed a license fee equal to four dollars ($4.00) for each patient bed; upon personal care homes, there is imposed a license fee equal to two dollars ($2.00) per bed.~~

~~(Ord. 2024-009. Passed 11-18-24.)~~

~~741.31 HOSPITALS.~~

~~Upon each hospital there is imposed an annual license fee in an amount varying in accord with the following table:~~

~~(a) For hospitals with 4-49 beds, a fee of twenty dollars ($20.00);~~

~~(b) For hospitals with 50-99 beds, a fee of thirty dollars ($30.00);~~

~~(c) For hospitals with 100-199 beds, a fee of forty dollars ($40.00);~~

~~(d) For hospitals with 200 or more beds, a fee of fifty dollars ($50.00).~~

~~(Ord. 2024-009. Passed 11-18-24.)~~

~~741.32 HOTELS, MOTELS AND BOARDING HOUSES.~~

~~Upon every hotel, motel and boarding house, there is imposed an annual license fee of two dollars ($2.00) and for each bedroom in excess of seven, twenty-five cents ($.25) each up to ten dollars ($10.00).~~

~~(Ord. 2024-009. Passed 11-18-24.)~~

~~741.33 RESTAURANTS.~~

~~Upon every restaurant doing business within the City there is imposed an annual license fee of two dollars ($2.00) and for each five chairs or five spaces where people are fed in excess of ten, twenty-five cents ($.25) up to ten dollars ($10.00).~~

~~(Ord. 2024-009. Passed 11-18-24.)~~

~~741.34 BARBER AND BEAUTICIAN SCHOOLS.~~

~~Upon every barber and beautician school there is imposed an annual fee of two hundred fifty dollars ($250.00). (Ord. 2024-009. Passed 11-18-24.)~~

~~741.35 INSURERS.~~

~~Upon every corporation or entity acting as an insurer, there is imposed an annual license fee of fifty dollars ($50.00). (Ord. 2024-009. Passed 11-18-24.)~~

~~741.36 CONSTRUCTION; SEVERABILITY.~~

~~The provisions of this article shall be construed so as to make them consistent with State law and consistent with the correlative statutes providing for State licensing fees. If any section or sections of this article shall, even when so construed, be found to be in violation of the laws or constitutions of the State or the United States, or shall be found to be an attempted exercise of power not granted to the City, the resulting invalidity of that section or those sections shall not mean the remaining sections of this article shall not be enforced. It is the intent of Council that each license tax imposed herein should be imposed, even if other license taxes provided for herein could not have been imposed.~~

~~(Ord. 2024-009. Passed 11-18-24.)~~

~~741.37 FALSE STATEMENTS PROHIBITED.~~

~~No person shall knowingly make any false statement in any application for a City license provided for in this article, or in any report or other statement relating to any activity licensed by the City and which is required to be made to any City officer or agency.~~

~~(Ord. 2024-009. Passed 11-18-24.)~~

~~741.38 PROSECUTION; INJUNCTIONS.~~

~~If any person engages in or prosecutes any business, activity, trade or employment contrary to any of the provisions of this Code, whether without first obtaining a license therefor or by continuing the same after the termination of the effective period of such license, or by any violation of the terms and conditions of such license, he shall be subject to immediate prosecution in the Municipal Court and, in addition, the City Attorney may, in the name of the City, seek such injunctive relief as may be appropriate in any court of competent jurisdiction.~~

~~(Ord. 2024-009. Passed 11-18-24.)~~

~~741.39 EFFECTIVE DATE.~~

~~This article shall take effect upon passage of the Codified Ordinances.~~

~~(Ord. 2024-009. Passed 11-18-24.)~~

~~741.40~~ REGISTRATION OF NONLICENSED BUSINESSES.

Any person undertaking any other business activity not licensed under this article shall be required annually to make application to and to register with, the City Treasurer on such forms as he shall prescribe, in order to establish compliance with Article 745.

(Ord. 2024-009. Passed 11-18-24.)

741.99 PENALTY.

(a) Whoever engages in any activity contrary to the provisions of this article, whether without obtaining a license required therefor before commencing the same or by continuing the same after the termination of the effective period of any such license, shall, in addition to paying the license tax, be subject to a penalty of fifty dollars ($50.00) for each month or fraction thereof during which he has been in default of the license tax. It shall be the duty of the City Treasurer to collect the full amount of the license tax and penalty imposed. Any waiver of the penalty herein provided for shall have the approval of the Finance Committee. The penalty may be paid after the committee reviews the waiver request. Only one request will be considered in a three-year period.

(b) In addition to the foregoing and except as may herein be otherwise expressly provided, whoever violates any provision under this article during any one twelve month period shall be fined not less than fifty dollars ($50.00) nor more than five hundred dollars($500.00), and whoever shall commit multiple violations of this article during more than one twelve month period, whether or not said periods shall be consecutive 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 thirty days or both. Each day or part thereof that any violation continues shall be deemed to constitute a distinct and separate offense and be punishable accordingly.

(c) 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 application 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. 2024-009. Passed 11-18-24.)~~

ARTICLE 741
Municipal License Tax

741.01 LEGISLATIVE FINDINGS; PURPOSE.

Council hereby finds that in order to provide essential Municipal services, City revenue needs require the imposition of the following license taxes upon the businesses and commercial ventures listed in this article.

741.02 DEFINITIONS.

(a) "Annual gross revenue" means the total gross receipts or gross income actually received by the person from all of the business activity carried on within the corporate limits of the City during the calendar year preceding the license year. The term includes income received in cash or in-kind and with reduction for expenses or cost of goods sold.

(b) "Fee" and "tax" may be used interchangeably to refer to the charges imposed under this article.

(c) " Independent contractor" means a natural person who provides labor, services, or materials to another for compensation and:

(1) Is not treated as an employee for purposes of federal income tax withholding;

(2) Is issued an Internal Revenue Service Form 1099 for such services; and

(3) Retains control over the manner and means of performing the work, consistent with Internal Revenue Service guidance and common law agency principles.

(d) "Natural person" means an individual human being, and excludes legal entities such as corporations.

(e) "Permanent physical location" means any fixed place of business within the corporate limits of the City at which the person regularly conducts business, including but not limited to a commercial office, retail store, warehouse, workshop, or dedicated space within a residence.

(f) "Person" includes, wherever the context will permit, not only natural persons, but all other legal entities such as partnerships, corporations, business trusts and the like.

(g) "Sole proprietor" means someone who owns an unincorporated business by themselves.

741.03 PAYMENT AND TERM OF LICENSE.

Except as otherwise specified in this article, the entirety of any license fee designated as an annual fee shall be billed on or about June 1 in each year, and shall be paid within thirty

days of the bill being sent. All annual licenses provided for by this article shall be issued for a term of one year beginning on July 1 and ending on the next succeeding June 30.

741.04 FEES TO CONSTITUTE DEBTS DUE THE CITY.

The fees provided for in this article shall constitute debts due to the City and may be collected by the City Treasurer by an appropriate action in either the circuit courts or magistrate courts of West Virginia.

741.05 LICENSE REQUIRED; LEVY OF LICENSE TAXES.

(a) No person required to obtain a business registration certificate from the State Tax Commissioner of the State of West Virginia pursuant to West Virginia Code Section 11-12-1 et seq., nor any person engaging in business activity as defined in West Virginia Code Section 11-12-2(b)(2) shall engage in or prosecute any business activity within the City of Charles Town without first obtaining a municipal business license and paying the fee therefor; provided that no municipal business license shall be required for an independent contractor or sole proprietor who (i) earns less than twenty five hundred dollars ($2,500) in annual gross revenue, and (ii) who does not maintain a permanent physical location within the corporate boundaries of the City. Any person exempt from obtaining a municipal license by this Section shall also be exempt from any other provisions of this Code that would otherwise require the person to have a municipal business license in order to conduct business in the City, but all other requirements applicable to the person and/or operations shall remain in effect. Persons engaging in or prosecuting business activities in the City may also be subject to other provisions of this Code, which must be satisfied before commencing or while engaging in a business activity in the City.

(b) Any person engaging in business within the City of Charles Town shall pay an annual general municipal business license tax of fifteen dollars ($15.00); provided that, where a separate business license tax or fee has been established for a particular type of municipal business license by the West Virginia Code or this Code, that tax or fee shall apply in lieu of the general municipal business license tax.

(c) A business license will be required for the following locations and activities:

(1) A separate business license is required for each fixed business location from which property or services are offered for sale or lease to the public at a class, or to a limited portion of the public; or at which customer accounts may be opened, closed or serviced.

(2) A separate business license is not required for each coin-operated machine.

(3) A business license is required by subsection (a) of this section for every person engaging in purposeful revenue generating activity in the City. If the activity conducted at one location includes activity subject to the general municipal business license and activity subject to a separate business license required by this Code or West Virginia Code, a separate license is required for each type of activity conducted.

741.06 ACTS PROHIBITED.

Whenever a license tax is imposed by this article, no person shall engage in the activity or occupation upon which the fee is levied, nor own or operate any device upon which the fee is levied, without first paying the tax and acquiring the license provided for under this article.

741.07 LICENSE APPLICATION; ISSUANCE; FEE.

(a) Each person shall apply for and obtain a business license prior to engaging in or prosecuting any business activity within the City.

(b) Application for a business license shall be made on forms issued by the City Treasurer.

(c) The business license will only be issued upon satisfaction of the following conditions:

(1) Payment of the prescribed business license fee together with payment of all outstanding fees or taxes owed to the City by the applicant and any related entity;

(2) A determination that the business is operated, or will be operated, in compliance with all applicable laws of the City; provided, however, that the issuance of the business license shall not operate as a determination that such business activity is lawful nor sanction the conduct of otherwise illegal activity;

(3) Proof that the applicant has all licenses and permits necessary to the conduct of the business, including, without limitation, a valid business registration certificate issued by the Tax Commissioner of the State of West Virginia.

(d) The license issued pursuant to this article shall be in the form of a certificate prepared by the City Treasurer and shall issue to the applicant upon satisfaction of all applicable conditions of this Code.

(e) The City Treasurer may provide a one-time waiver for a maximum sixty (60) days of subsection (c)(3) of Section741.08 of this Article. Any extension beyond sixty (60) days requires the approval of the Finance Committee.

741.08 DUTIES AND POWERS OF CITY TREASURER.

The City Treasurer or his/her designated agent shall have authority necessary to implement and accomplish the provisions of this Ordinance, including the power to prepare forms and examine activities and locations of each business to determine compliance with this article.

741.09 CHANGE IN NAME OR PARTNERS.

A change in the name under which a person does business shall not require the person to seek, any new license for any activity licensed under a prior name; nor shall the withdrawal

or addition of partners to a partnership require the partnership to obtain a new license, provided that the partnership always retains at least one partner who was a member of the firm at the time the license was granted.

741.10 OTHER TAXES.

The City Treasurer may refuse to issue any license required by this article to any person, firm or corporation delinquent in the payment of any tax or fee due the City under any ordinance or tariff until such delinquent tax or fee is paid.

741.11 DISPLAY OF CERTIFICATE.

The licenses provided for in this article shall be evidenced by license certificates. The holder of a license shall display the license certificate in a prominent place at or near the location of the licensed activity or device, and shall make the license certificate available for inspection by City police, the City Treasurer or his designated agent.

741.12 PENALTY.

(a) Whoever engages in any activity contrary to the provisions of this article, whether without obtaining a license required therefor before commencing the same or by continuing the same after the termination of the effective period of any such license, shall, in addition to paying the license tax, be subject to a penalty of fifty dollars ($50.00) for each month or fraction thereof during which he has been in default of the license tax. It shall be the duty of the City Treasurer to collect the full amount of the license tax and penalty imposed. Any waiver of the penalty herein provided for shall have the approval of the Finance Committee. The penalty may be paid after the committee reviews the waiver request. Only one request will be considered in a three-year period.

(b) In addition to the foregoing and except as may herein be otherwise expressly provided, whoever violates any provision under this article during any one twelve month period shall be fined not less than fifty dollars ($50.00) nor more than five hundred dollars ($500.00), and whoever shall commit multiple violations of this article during more than one twelve month period, whether or not said periods shall be consecutive 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 thirty days or both. Each day or part thereof that any violation continues shall be deemed to constitute a distinct and separate offense and be punishable accordingly.

(c) 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 application 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.

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 03/02/26
Department: City Council
Category: Report
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2026-1206: Employee Handbook Revision

ATTACHMENTS:

- Employee Handbook Proposed Revisions 2-18-26.pdf

6.08 HOLIDAY PAY

The City offers to all full-time regular employees holidays as specified in the West Virginia State Code 2-2-1, any day designated by the Governor as time off, without charge of annual leave, for state employees statewide, and any time approved by City Council. This applies to both civil and non-civil service employees. In addition to regular compensation, any employee required to work on a holiday will receive premium compensation at one and one-half times their normal rate of pay applies to the observed date of the holiday.

6.18 FAMILY MEDICAL LEAVE ACT (FMLA) & MILITARY LEAVE

FMLA Leave Increments

Parental Leave: Leave for the birth or placement of a child ~~must be~~ is generally taken in a single block but can be taken on an intermittent or reduced work schedule basis with prior agreement between the employee and City ~~taken in a single block and cannot be taken on an intermittent or reduced schedule basis~~. Parental Leave must be completed within 12 months of the birth or placement of the child; however, employees may use parental leave before the placement of an adopted or foster child to consult with attorneys, appear in court, attend counseling sessions, etc.

6.19 PAID PARENTAL LEAVE BENEFIT

Paid Parental Leave is a paid leave associated with the birth of an employee's own child or the placement of a child with the employee in connection with adoption or foster care. Paid Parental Leave must be taken within the first twelve (12) weeks after the birth, adoption, or placement of a child. Leave may be taken in a block or on an intermittent/reduced schedule basis with prior agreement between the employee and City ~~must be taken in blocks of no less than 40 hours at a time~~. Paid Parental Leave is not charged against the employee's other paid leave accruals, and the total amount of paid hours an employee is eligible to receive is 160 hours for each occurrence. The paid leave hours are compensated at the following levels:

- Less than one full year of service with the city – 40% of the employee's base pay rate at the time the leave is initiated.
- After one full year of service with the city – 60% of the employee's base pay rate at the time the leave is initiated.
- After three ~~five~~ full years of service with the city – 100% of the employee's base pay rate at the time the leave is initiated.

If both parents are employees, only one may access the paid benefits of this policy per occurrence. Both, however, continue to be entitled to all other City benefits as rolling twelve-month period starting from the last day this class of leave was used by Paid Parental Leave under this policy.

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 03/02/26
Department: City Council
Category: Report
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2026-1207: Discussion on Financing/Possibly Purchasing Vacant County Buildings

ATTACHMENTS:

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 03/02/26
Department: City Council
Category: Report
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2026-1208: Discussion on Waiving of Business and Occupation Fees for all City Projects

ATTACHMENTS:

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 03/02/26
Department: City Council
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2026-1215: Financial Policy for Emergency Maintenance

ATTACHMENTS:

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 03/02/26
Department: City Council
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2026-1217: Discussion on Congressionally Directed Spending (Earmarks)

ATTACHMENTS:

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 03/02/26
Department: City Council
Category: Report
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2026-1218: Public Statement of Charles Town Utility Board (CTUB) Service Area

ATTACHMENTS:

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 03/02/26
Department: City Council
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2026-1209: Payment of Bills - March 2, 2026

ATTACHMENTS:

- GEN FUND COUNCIL REPORT 2026-03-02.pdf
- CAPITAL RESERVE COUNCIL REPORT 2026-03-02.pdf

Charles Town, WV

Expense Approval Report

By Fund

Payment Dates 2/20/2026 - 2/27/2026

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number		Amount
Fund: 001 - GENERAL FUND						
NVA	4474767	02/26/2026	March 26 Employee Vision In...	001-225-010		140.48
						140.48
Department: 402 - ECONOMIC DEVELOPMENT						
NVA	4474767	02/26/2026	March26 ED Vision Insurance...	001-402-105		7.97
					Department 402 - ECONOMIC DEVELOPMENT Total:	**7.97**
Department: 412 - CITY MANAGER'S OFFICE						
NVA	4474767	02/26/2026	March26 CMO Vision Insuran...	001-412-105		7.97
					Department 412 - CITY MANAGER'S OFFICE Total:	**7.97**
Department: 413 - TREASURER'S OFFICE						
NVA	4474767	02/26/2026	March26TR Vision Insurance ...	001-413-105		31.88
					Department 413 - TREASURER'S OFFICE Total:	**31.88**
Department: 415 - CITY CLERK'S OFFICE						
NVA	4474767	02/26/2026	March26 CK Vision Insurance...	001-415-105		7.97
					Department 415 - CITY CLERK'S OFFICE Total:	**7.97**
Department: 417 - CITY ATTORNEY						
NVA	4474767	02/26/2026	March26 CA Vision Insurance...	001-417-105		7.97
					Department 417 - CITY ATTORNEY Total:	**7.97**
Department: 425 - ENFORCEMENT AGENCY						
NVA	4474767	02/26/2026	March26 CE Vision Insurance...	001-425-105		7.97
					Department 425 - ENFORCEMENT AGENCY Total:	**7.97**
Department: 436 - BUILDING INSPECTION						
NVA	4474767	02/26/2026	March26 BI Vision Insurance ...	001-436-105		7.97
					Department 436 - BUILDING INSPECTION Total:	**7.97**
Department: 437 - PLANNING & ZONING						
KIMLEY-HORN AND ASSOCIA...	34746448	02/26/2026	Jan26 Planning & Site Reviews	001-437-230		1,283.44
NVA	4474767	02/26/2026	March26 PZ Vision Insurance...	001-437-105		31.88
					Department 437 - PLANNING & ZONING Total:	**1,315.32**
Department: 440 - CITY HALL						
POTOMAC EDISON COMPAN...	INV0000190	02/20/2026	Jan 26 CH Upstairs #2	001-440-213		174.64
POTOMAC EDISON COMPAN...	INV0000190	02/20/2026	Jan 26 CH AC electricity	001-440-213		242.84
POTOMAC EDISON COMPAN...	INV0000190	02/20/2026	Jan 26 CH Upstairs #1	001-440-213		40.66
POTOMAC EDISON COMPAN...	INV0000190	02/20/2026	Jan 26 Rouss Hall	001-440-213		590.12
POTOMAC EDISON COMPAN...	INV0000190	02/20/2026	Jan 26 CH Planning & Zoning	001-440-213		196.97
POTOMAC EDISON COMPAN...	INV0000190	02/20/2026	Jan 26 CH Offices	001-440-213		165.77

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number		Amount
WV DIVISION OF LABOR	119434	02/26/2026	CH Elevator Certificate of Op...	001-440-215		90.00
NVA	4474767	02/26/2026	March26 CH Vision Insurance...	001-440-105		7.97
FIRST-CITIZENS BANK & TRU...	48669107	02/26/2026	March 26 1st Floor Copier Re...	001-440-219		239.68
FIRST-CITIZENS BANK & TRU...	48678250	02/26/2026	March26 2nd floor Plotter R...	001-440-219		539.23
GRIFFITH ENERGY SERVICES, ...	52155	02/26/2026	02/21 CH Oil Delivery	001-440-213		776.55
GRIFFITH ENERGY SERVICES, ...	70212	02/26/2026	02-07 CH Oil Delivery	001-440-213		809.21
MILLENIUM INSURANCE GR...	COC 3 2026	02/26/2026	COC 3 2023 March 26 Insura...	001-440-223		1,800.00
DOCUMENT SOLUTIONS, INC.	IN157848	02/26/2026	New 3rd floor Copier Rental ...	001-440-219		225.00
FRONTIER, INC.	INV0000227	02/26/2026	Feb26 CH Elevator Alarm	001-440-211		71.47
PITNEY BOWES BANK INC PU...	INV0000236	02/26/2026	01-12 Postage Reflill	001-440-218		300.00
FRONTIER , INC	INV0000250	02/26/2026	March26 CWH Fire Alarm #2 ...	001-440-211		96.01
MARLIN LEASING CORPORAT...	416686167	02/27/2026	March 26 CH & PD Copier Le...	001-440-219		280.00
					Department 440 - CITY HALL Total:	**6,646.12**
Department: 700 - POLICE DEPARTMENT						
THE JOURNAL,MARTINSBURG	004256860	02/26/2026	PD Testing Classified Ad 2/11...	001-700-220		369.00
WINCHESTER PSYCHOLOGIC...	20260219-01	02/26/2026	Gibbons Braydon Pre Emplo...	001-700-223		500.00
NVA	4474767	02/26/2026	March26 PD Vision Insurance...	001-700-105		135.49
PANSCH INVESTIGATIONS LLC	566128	02/26/2026	Brandon Gibbons Polygraph ...	001-700-223		340.00
POSTMASTER- CHARLES TO...	INV0000237	02/26/2026	Two Rolls 100 Self Sticking St...	001-700-218		146.00
FRONTIER , INC	INV0000248	02/26/2026	March 26 PD Fire Alarm Servi...	001-700-211		159.14
MARLIN LEASING CORPORAT...	416686167	02/27/2026	March 26 CH & PD Copier Le...	001-700-219		515.98
					Department 700 - POLICE DEPARTMENT Total:	**2,165.61**
Department: 750 - STREETS & HIGHWAYS						
POTOMAC EDISON COMPAN...	INV0000190	02/20/2026	Jan 26 MD Electricity	001-750-213		237.19
NVA	4474767	02/26/2026	March26 MD Vision Insuranc...	001-750-105		23.91
Guild Door Serv Pro LLC	99925754	02/26/2026	PD Garage Door Repair	001-750-215		2,436.00
					Department 750 - STREETS & HIGHWAYS Total:	**2,697.10**
Department: 751 - STREET LIGHT UTILITIES						
POTOMAC EDISON COMPAN...	INV0000247	02/06/2026	Jan26 Depot District #1 Electr...	001-751-213		11.02
POTOMAC EDISON COMPAN...	INV0000190	02/20/2026	Jan 26 N Charles Christmas Li...	001-751-213		22.18
POTOMAC EDISON COMPAN...	INV0000190	02/20/2026	Jan 26 Street Lights/Decorati...	001-751-213		4,841.32
POTOMAC EDISON COMPAN...	INV0000190	02/20/2026	Jan 26 Street Lights Charles T...	001-751-213		3,399.16
POTOMAC EDISON COMPAN...	INV0000190	02/20/2026	Jan 26 Spruce Hill North Stre...	001-751-213		664.06
POTOMAC EDISON COMPAN...	INV0000190	02/20/2026	Jan 26 Traffic Light Mildred S...	001-751-213		39.47
POTOMAC EDISON COMPAN...	INV0000190	02/20/2026	Jan 26 Charles Street	001-751-213		275.74
POTOMAC EDISON COMPAN...	INV0000190	02/20/2026	Jan 26 Parking Lots Electricity	001-751-213		107.74
POTOMAC EDISON COMPAN...	INV0000190	02/20/2026	Jan 26 Samuel Street	001-751-213		220.35
POTOMAC EDISON COMPAN...	INV0000190	02/20/2026	Jan 26 Lawrence Street	001-751-213		215.59
POTOMAC EDISON COMPAN...	INV0000190	02/20/2026	Jan 26 Traffic Signal N George	001-751-213		36.54

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
POTOMAC EDISON COMPAN...	INV0000190	02/20/2026	Jan 26 Decorative Lighting	001-751-213	166.93
				Department 751 - STREET LIGHT UTILITIES Total:	**10,000.10**
				Fund 001 - GENERAL FUND Total:	**23,044.43**
				Grand Total:	**23,044.43**

Report Summary

Fund Summary

Fund	Payment Amount
001 - GENERAL FUND	23,044.43
Grand Total:	**23,044.43**

Account Summary

Account Number	Account Name	Payment Amount
001-225-010	Dental & Vision Payable	140.48
001-402-105	ECONOMIC DEV - GROUP..	7.97
001-412-105	CMO Group Insurance	7.97
001-413-105	TREAS Group Insurance	31.88
001-415-105	CLERK Group Insurance	7.97
001-417-105	ATTORNEY INSURANCE	7.97
001-425-105	ENFORCEMENT AG - GR…	7.97
001-436-105	BI Group Insurance	7.97
001-437-105	P&Z Group Insurance	31.88
001-437-230	P&Z Contracted Services	1,283.44
001-440-105	CH Group Insurance	7.97
001-440-211	CH Telephone	167.48
001-440-213	CH Utilities	2,996.76
001-440-215	CH Maint Repairs Bldg &…	90.00
001-440-218	CH Postage	300.00
001-440-219	CH Buildings & Equipme…	1,283.91
001-440-223	CH Professional Services	1,800.00
001-700-105	PD GROUP INSURANCE	135.49
001-700-211	PD TELEPHONE	159.14
001-700-218	PD POSTAGE	146.00
001-700-219	PD BLDG & EQUIPMENT …	515.98
001-700-220	PD ADVERTISING & LEGA…	369.00
001-700-223	PD PROFESSIONAL SERV…	840.00
001-750-105	STREETS GROUP INSUR…	23.91
001-750-213	STREETS UTILITIES	237.19
001-750-215	STREETS R&M BLDG AND..	2,436.00
001-751-213	STREET LIGHT UTILITIES	10,000.10
	Grand Total:	**23,044.43**

Project Account Summary

Project Account Key	Payment Amount
None	23,044.43
Grand Total:	**23,044.43**

Authorization Signatures

. COUNCIL MEMBER

. COUNCIL MEMBER

Charles Town, WV

Expense Approval Report

By Fund

Payment Dates 2/27/2026 - 2/27/2026

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number		Amount
Fund: 200 - CAPITAL RESERVE						
Department: 977 - STREETS & TRANSPORTATION						
GREENERVOLTS	2030	02/26/2026	CH New light Panel	200-977-457		995.00
KIMLEY-HORN AND ASSOCIA...	34692692	02/26/2026	Jan26 Site Assessment Maint...	200-977-457		5,350.00
GREENWAY ENGINEERING, I...	61512	02/26/2026	2/26 Stormwater Study Servi...	200-977-461		4,487.50
GREENWAY ENGINEERING, I...	61540	02/26/2026	02/08 Const Admin Liberty St...	200-977-461		1,052.50
SIRNA Aprraisal & Natural Re...	INV0000244	02/26/2026	Maintenance Yard Study- Ap...	200-977-457		1,250.00
					Department 977 - STREETS & TRANSPORTATION Total:	**13,135.00**
Department: 979 - CULTURE & RECREATION						
PALMER CONSTRUCTION C...	INV0000245	02/26/2026	01/31 Pool 2 Construction	200-979-458		181,687.00
PALMER CONSTRUCTION C...	INV0000246	02/26/2026	01/31 Pool House 1 Construc...	200-979-458		142,555.32
					Department 979 - CULTURE & RECREATION Total:	**324,242.32**
					Fund 200 - CAPITAL RESERVE Total:	**337,377.32**
					Grand Total:	**337,377.32**

Report Summary

Fund Summary

Fund	Payment Amount
200 - CAPITAL RESERVE	337,377.32
Grand Total:	**337,377.32**

Account Summary

Account Number	Account Name	Payment Amount
200-977-457	Streets Cap Outlay Build…	7,595.00
200-977-461	STREETS & TRANS. - SW …	5,540.00
200-979-458	Culture & Rec Cap Outlay..	324,242.32
	Grand Total:	**337,377.32**

Project Account Summary

Project Account Key	Payment Amount
None	337,377.32
Grand Total:	**337,377.32**

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 03/02/26
Department: City Council
Category: Information Only
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2026-1210: Building Commission Oath of Office - Ezra Griffith

ATTACHMENTS:

- Ezra Griffith Oath - 2026.pdf

CITY OF CHARLES TOWN, WEST VIRGINIA
BUILDING COMMISSION
OATH OF OFFICE

I, **EZRA GRIFFITH,** 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, **EZRA GRIFFITH,** do solemnly swear that I will faithfully discharge and perform the duties of the position of Commissioner for the City of Charles Town Building Commission to the best of my skill, ability, and judgment according to law.

Ezra Griffith

The above oath was taken and subscribed before the Mayor of Charles Town on this 17th day of February 2026.

Micheal George
Mayor

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 03/02/26
Department: City Council
Category: Information Only
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2026-1211: Public Safety Practices Resolution Concerning Immigration Enforcement Within the Municipal Limits of Charles Town - signed

ATTACHMENTS:

- 2026-003 - Public Safety Practices Resolution Concerning Immigration Enforcement Within the Municipal Limits of Charles Town.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

PUBLIC SAFETY PRACTICES RESOLUTION CONCERNING IMMIGRATION ENFORCEMENT WITHIN THE MUNICIPAL LIMITS OF CHARLES TOWN

WHEREAS, the City of Charles Town recognizes and values the diverse contributions of all individuals, affirming its commitment to upholding the dignity and respect of all people; and

WHEREAS, the City of Charles Town affirms its commitment to public safety policies rooted in investments in violence prevention, mental health supports, economic opportunity, and constitutional policing with respect for civil and human rights for all; and

WHEREAS, the City Council and Mayor believe in upholding the due process rights enshrined in the United State Constitution and laws, including those afforded to undocumented persons within the United States; specifically, the Fifth Amendment provides that "No ***person*** shall...be deprived of life, liberty, or property, without due process of law (emphasis added);"

WHEREAS; municipalities in West Virginia are governed by W.Va. Code 15-16-3, which requires municipal law enforcement agencies to cooperate with federal immigration enforcement activities and expressly prohibits cities from adopting policies or ordinances that conflict with the provisions contained therein; and

WHEREAS, this Resolution is not intended to, and will not, obstruct, hinder, or interfere with the legal exercise of federal immigration enforcement authority, but rather is intended to, and will, enhance transparency, accountability, and public safety within the City; and

WHEREAS, the City of Charles Town does not participate in the federal immigration partnership program authorized under Section 287(g) of the Immigration and Nationality Act. City law enforcement officers are not deputized as federal immigration agents, and the City does not exercise independent authority to enforce federal immigration law beyond what is required under state and federal law; and

WHEREAS, other law enforcement agencies in Jefferson County have entered into a 287(g) partnership agreement and have jurisdiction to enter and perform law enforcement activities within the City of Charles Town, creating the possibility that individuals may be subject to federal immigration enforcement by other law enforcement agencies within the Charles Town municipal limits; and

WHEREAS, the City of Charles Town Police Department is entrusted to, and capable of, enforcing local and state law in the City of Charles Town, and its law enforcement officers are trained to serve the communities they know, to de-escalate conflict, and to operate within clear systems of oversight; and

WHEREAS, in serving and protecting all City residents, the City does not stop, detain, arrest, or transfer individuals based solely on real or perceived immigration status; and

WHEREAS, Individuals facing immigration issues and needing assistance can contact the following resources: 1) Mountain State Justice at https://mountainstatejustice.org/our-work/immigration/;

2) Catholic Charities of WV at https://www.ccwva.org/programs/west-virginia-immigration-refugee-resettlement-services/; 3) WVU College of Law Immigration Clinic at http://law.wvu.edu/clinics/immigration; 4) the ACLU at https://www.aclu.org/issues/immigrants-rights;

NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CHARLES TOWN, WEST VIRGINIA:

1. That the City of Charles Town remains committed to law enforcement approaches that keep our communities and residents safe, uphold civil rights, and respect the authority of local leadership;

2. That the City will continue to decline participation in a federal immigration partnership program pursuant to Section 287(g) of the Immigration and Nationality Act and will not allocate City resources for immigration enforcement, except where required by law;

Approved this 2nd day of February 2026.

Micheal George, Mayor

By Council:

Jeff Hynes, Mayor Pro Temp

Elizabeth Ricketts, Ward 1

James Kratovil, Ward 1

Nate Hartman, Ward 3

Alden Roth, Ward 3

Julie Smith, Ward 4

Andie Sugrue, Ward 4

Brent Manuel, City Clerk

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 03/02/26
Department: City Council
Category: Information Only
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2026-1212: Charles Town Utility Board Meeting Minutes - January 14, 2026, January 28, 2026, February 5, 2026

ATTACHMENTS:

- 2026.01.14 UB MINUTES .pdf
- 2026.01.28 UB MINUTES .pdf
- 2026.02.05 UB MINUTES .pdf

Charles Town Utility Board
Regular Board Meeting
January 14, 2026

The Charles Town Utility Board held a regular meeting on January 14, 2026 at 4:00 P.M. Members of the Board present were Brent Manuel, Chairman; John Maxey, Vice Chairman; Duke Pierson, Treasurer; Heidi Parker, Board Member and Patrick Kratovil, Board Member. Also present were Kristen Stolipher, Utility Manager; April Shultz, Assistant Utility Manager; Ashley Stottlemyer, Secretary; and Cindy Wilson, Legal Counsel (Zoom).

County Commission Liaison, Commissioner Mike Mood was absent from the meeting.

CALL TO ORDER

The Chairman called the meeting to order at 4:00 P.M.

The Chairman swore in Mr. Maxey for another three-year term as a CTUB board member.

Action: **No action taken by the Board.**

APPROVAL OF MINUTES

Approval of December 10, 2025 Special Meeting Minutes
Approval of December 18, 2025 Special Meeting Minutes

The Chairman called for changes or corrections to the December 10, 2025 and December 18, 2025 special meeting minutes. Mrs. Parker had a question on a motion in the December 10th minutes.

Action: **Motion made by Mr. Maxey, second by Mr. Pierson, the Board unanimously approved the December 10, 2025 and December 18, 2025 special meeting minutes as presented.**

PUBLIC COMMENT

Public comment was received by Jacquelyn Milliron.

ELECTION OF OFFICERS

Action: **Motion made by Mrs. Parker, second by Mr. Kratovil, the Board unanimously approved the nomination of Mr. Maxey as Vice Chairman. Mr. Maxey accepted the nomination.**

Action: **Motion made by Mr. Kratovil, second by Mr. Maxey, the Board unanimously approved the nomination of Mr. Pierson as Treasurer. Mr. Pierson accepted the nomination.**

Action: **Motion made by the Chairman, second by Mrs. Parker, the Board unanimously approved the nomination of Ms. Stottlemyer as Secretary. Ms. Stottlemyer accepted the nomination.**

UNFINISHED BUSINESS

Update on WV PSC Case 25-1000-LRR-WS-C - Possible Executive Session under the provision of W. VA Code 6-9a-4(b)(12) - To discuss any matter which, by express provision of federal law or state statute or rule of court is rendered confidential, or which is not considered a public record within

the meaning of the freedom of information act as set forth in article one, chapter twenty-nine-b of the code.

This item was moved to the end of the meeting.

Action: **No action required by the Board.**

NEW BUSINESS

Collection System Project – Resolution No. 23 – CWSRF No. 7, EEFG No. 5, Pay App No. 10

Mrs. Stolipher included the pay application for Resolution No. 23 in the amount of $485,998.56 for work completed.

Action: **Motion made by Mrs. Parker, second by Mr. Pierson, the Board unanimously approved Resolution No. 23 – CWSRF No. 7, EEFG Payment No. 5, Pay App No. 10.**

Collection System Project – Resolution No. 24 – CIF Payment No. 17

Mrs. Stolipher included the pay application for Resolution No. 24 in the amount of $54,765.78 for work completed.

Action: **Motion made by Mrs. Parker, second by Mr. Kratovil, the Board unanimously approved Resolution No. 24 – CIF Payment No. 17.**

Draft Maintenance Agreement Kings Crossing Subdivision

Mrs. Stolipher presented a draft Maintenance Agreement for Kings Crossing subdivision similar to the agreement the Board approved for the RiverPointe subdivision. Mrs. Stolipher mentioned the developer is currently working on a punch list provided by CTUB for the asset acceptance of Phase I which does include a pump station. In the meantime, the developer has requested an Operation and Maintenance agreement for the pump station and collection system prior that that asset acceptance.

Mrs. Stolipher mentioned the developer has outstanding inspection fees due to CTUB for Kings Crossing and Huntfield and recommended those fees be paid prior to entering into this agreement. Being the Huntfield AMEA is over twenty years old, the developer believes the language for paying inspection fees is unclear and has issues with paying those fees. Mrs. Stolipher raised this issue with the attorney and Mrs. Wilson agreed the developer is responsible for the fees. The Board provided discussions. Mrs. Stolipher also mentioned WVDEP is involved due to the health and safety risks with the Kings Crossing system being properly maintained.

Action: **Motion made by Mr. Pierson, second by Mr. Maxey, the Board unanimously tabled the agreement until further discussions with the attorney on the outstanding inspection fees.**

Jefferson County Parks and Recreation – Request for Sewer Service for Hite Road Park

Mrs. Stolipher provided a follow-up letter from Jefferson County Parks and Recreation as a formal request for the potential extension of public sewer service to the James Hite Park located in Kearneysville. The letter requests the associated costs and planning guidance for the potential connection. The Board provided discussions and directed Mrs. Stolipher to proceed by drafting a high-level cost evaluation on an extension to the facility and bring back to the Board for review.

Mr. Maxey requested Mrs. Stolipher reach out to the Board of Education to see if they are interested in connecting the North Jefferson Elementary School by taking advantage of possible cost sharing with this extension in that area.

Action: **No action required by the Board.**

GDF Draft Wastewater Treatment and Collections Preliminary Engineering Report and Review of Plant Design Parameters, Schedule and Anticipated Costs

Chris Eckenrode from GDF gave a high-level presentation on the draft Preliminary Engineering Report (PER) prepared by Dave Pederson, another P.E. at GDF. He discussed peak flows, BOD and Ammonia levels, average gallons per day, operating costs, plant processes, potential plant locations and, cost and schedule estimates. Mr. Eckenrode mentioned they will begin preliminary design on the plant within the month. He also discussed the need to upgrade the Tuscawilla Plant by replacing the membranes and install a second filter. Mrs. Stolipher mentioned the possibility to purchase the property on the opposite side of City National Bank for future expansions.

The Board provided discussions and was in favor with moving forward with replacing the membranes at Tuscawilla. Mrs. Stolipher will work with Mr. Eckenrode to prepare bid documents for that project. The Board will provide Mr. Eckenrode with comments/revisions on the draft PER. Mrs. Stolipher mentioned Mr. Eckenrode will provide the Board with regular updates on the project and discussed the potential need for a bond issuance for this project as well as the water plant expansion project. The Board provided further discussions.

Action: **No action required by the Board.**

Corporate Authorization Resolution – United Bank

Mrs. Stolipher provided the Corporate Authorization Resolution to authorize current board members as signers on the accounts at United Bank.

Action: **Motion made by Mr. Maxey, second by Mr. Pierson, the Board unanimously approved the Corporate Authorization Resolution.**

MANAGER REPORTS

Utility Manager Report

Mrs. Stolipher provided her report on this month's sewer and water efforts including the NPDES renewal filing, the Deerfield permit renewal, and preparing a request letter to the State regarding the conversion of the corrosion control inhibitor at the Water Plant. She is also waiting for the final decision from the insurance company on the cyber issue previously discussed, but appears it has been denied.

Mrs. Parker questioned whether more staff is needed to handle the operations and what the Board can do to support that.

Action: **No action required by the Board.**

Chairman Report

The Chairman discussed the possible need in the future to move the CTUB office as it continues to grow and both CTUB and the City are continuing to work on the Compensation Study to evaluate salaries and benefits for employees.

Action: **No action required by the Board.**

APPROVAL OF BILLS

January 14, 2026

Action: **Motion made by Mr. Pierson, second by Mr. Maxey, the Board unanimously approved the payment of the bills.**

Mrs. Parker asked for clarification on the chart included in the Utility Manager report as mentioned in public comments. Mrs. Stolipher reviewed the charts showing the gallons for each plant.

EXECUTIVE SESSION

Update on WV PSC Case 25-1000-LRR-WS-C - Possible Executive Session under the provision of W. VA Code 6-9a-4(b)(12) - To discuss any matter which, by express provision of federal law or state statute or rule of court is rendered confidential, or which is not considered a public record within the meaning of the freedom of information act as set forth in article one, chapter twenty-nine-b of the code.

Action: **Motion made by Mr. Pierson, second by Mrs. Parker, the Board unanimously approved convening into Executive Session at 5:32 P.M. to discuss WV PSC Case 25-1000-LRR-WS-C - Possible Executive Session under the provision of W. VA Code 6-9a-4(b)(12) - To discuss any matter which, by express provision of federal law or state statute or rule of court is rendered confidential, or which is not considered a public record within the meaning of the freedom of information act as set forth in article one, chapter twenty-nine-b of the code. The Chairman invited Stephanie Grove, Legal Counsel for the City of Charles Town, to participate in the executive session discussion on the PSC complaint case.**

The Board convened back into public session at 6:16 P.M.

ADJOURNMENT

There being no further business at this time, the Board adjourned the meeting.

Action: **Motion made by Mrs. Parker, second by Mr. Maxey, the Board unanimously approved to adjourn the meeting at 6:17 P.M.**

INFORMATION ONLY

The next meeting is scheduled for Wednesday, January 28, 2026 at 4:00 P.M. at 661 S. George Street.

Brent Manuel
Chairman

Ashley Stottlemyer
Secretary

Charles Town Utility Board
Regular Board Meeting
January 28, 2026

The Charles Town Utility Board held a regular meeting on January 28, 2026 at 4:00 P.M. Members of the Board present were; John Maxey, Vice Chairman; Heidi Parker, Board Member and Patrick Kratovil, Board Member. Also present were Kristen Stolipher, Utility Manager; April Shultz, Assistant Utility Manager; Ashley Stottlemyer, Secretary; Cindy Wilson, Legal Counsel (Zoom) and County Commission Liaison, Commissioner Mike Mood.

Chairman, Brent Manuel, and Treasurer, Duke Pierson, were absent from the meeting.

CALL TO ORDER

The Vice Chairman called the meeting to order at 4:00 P.M.

APPROVAL OF MINUTES

Approval of January 14, 2026 Regular Meeting Minutes

The Vice Chairman called for changes or corrections to the January 14, 2026 regular meeting minutes.

Action: **Motion made by Mrs. Parker, second by Mr. Kratovil, the Board unanimously approved the January 14, 2026 regular meeting minutes as presented.**

PUBLIC COMMENT

No public comment was received.

UNFINISHED BUSINESS

Update on WV PSC Case 25-1000-LRR-WS-C - Possible Executive Session under the provision of W. VA Code 6-9a-4(b)(12) - To discuss any matter which, by express provision of federal law or state statute or rule of court is rendered confidential, or which is not considered a public record within the meaning of the freedom of information act as set forth in article one, chapter twenty-nine-b of the code.

This item was moved to the end of the meeting.

Action: **Motion made by Mrs. Parker, second by Mr. Kratovil, the Board unanimously approved moving this item to the end of the meeting to discuss in Executive Session.**

WV-002 Charles Town Road Tank – Possible Executive Session under the provision of W. VA Code 6-9a-4(b)(7) - To plan or consider an official investigation or matter relating to crime prevention or law enforcement.

This item was moved to the end of the meeting.

Action: **Motion made by Mrs. Parker, second by Mr. Kratovil, the Board unanimously approved moving this item to the end of the meeting to discuss in Executive Session.**

Draft Maintenance Agreement Kings Crossing Subdivision

This item was moved to the end of the meeting.

Action: **Motion made by Mrs. Parker, second by Mr. Kratovil, the Board unanimously approved moving this item to the end of the meeting to discuss in Executive Session.**

GDF Wastewater Preliminary Engineering Report

Last month Chris Eckenrode provided the Board with a draft Preliminary Engineering Report (PER). Mrs. Stolipher requested the Board provide comments on the report by February 6th. She mentioned Mr. Eckenrode will prepare an Engineering Services agreement for the wastewater plant expansion and the Tuscawilla plant membrane replacement proposal for the next meeting. The Board provided discussions. Mrs. Parker had questions on the report which she will summarize in an email to Mr. Eckenrode. Mr. Eckenrode addressed Mr. Maxey's questions relating to a projected schedule.

Action: **No action required by the Board.**

Jefferson County Parks and Recreation – Request for Sewer Service for Hite Road Park

Mrs. Stolipher provided as follow-up from last meeting, staff has prepared an exhibit to illustrate the sewer extension to the Hite Road Park and a high-level cost estimate. Also included is the potential connection to the North Jefferson Elementary School. Mrs. Stolipher has not reached out to the School Board yet as she wanted to bring it to the Board first. She will provide the information to Parks and Recreation and reach out to the School Board to see if they are interested. The Board provided discussions. Mrs. Stolipher mentioned an estimated 12% cost for engineering services for a project.

Action: **No action required by the Board.**

NEW BUSINESS

GDF - Collection System Project – Change Order #3

Mrs. Stolipher included Change Order #3 which includes items relating to the Augustine Avenue boring and Jetts Farm pump station for a decrease of $36,183.50.

Action: **Motion made by Mrs. Parker, second by Mr. Kratovil, the Board unanimously approved Change Order #3.**

South George Street Property Information for Consideration for Future CTUB Expansion

Mrs. Stolipher included the property listing for a parcel of land on the opposite side of City National Bank next to the existing wastewater treatment plant as discussed last meeting. She mentioned if the Board decides to utilize the existing plant site for the expansion, this parcel would be recommended to be expanded upon for storage, etc. The Board provided discussions and once they decide on a site for a future plant, they will consider the need for the property at that time.

Action: **No action required by the Board.**

Cooley Public Strategies Update and 1st Quarter Approach

Mrs. Stolipher recommended discussing this item in Executive Session under WV Code Section §6-9A-4(b)(9). Mrs. Wilson stated the Board may discuss this item in Executive Session as there is a provision to discuss matters of commercial competition.

Action: **Motion made by Mrs. Parker, second by Mr. Kratovil the Board unanimously approved moving this item to the end of the meeting to discuss in Executive Session.**

Draft Burns Farm Extension Agreement Renewal - Possible Executive Session Under: WV State Code Section §6-9A-4(b)(9) - To consider matters involving or affecting the purchase, sale or lease of property, advance construction planning, the investment of public funds or other matters involving commercial competition, which if made public, might adversely affect the financial or other interest of the state or any political subdivision and involving contract matters.

Mrs. Stolipher provided the current agreement expires on March 31, 2026 and with the death of one of the owners listed in the agreement, the other owner preferred to revise the agreement removing the deceased and renew until March 31, 2027 with a provision for a one-year extension until March 31, 2028 if he did not opt to continue with the land application. The Board provided discussions.

Action: **Motion made by Mr. Maxey, second by Mrs. Parker, the Board unanimously directed the attorney to review the agreement for alignment with the current Biosolids Application Policy and bring it back for approval at the next meeting.**

Summit Point Motorsports Park Funding Update

Mrs. Stolipher provided the grant application for $10.6 million for the onsite water and wastewater facility was submitted to the State, but has come back with only approving a grant for $4 million. She suggested looking into creative funding options available by working with Region 9 and the County Commission to cover the shortfall without effecting existing rate payers. Edwina Benites, County Administrator, provided that the JCDA will partner with West Virginia American Water if CTUB is unable to provide water and sewer to the site, but JCDA will partner with CTUB if funding could be worked out.

The Board provided discussions and requested staff explore funding options, including exploring a TIFF, and bring back for discussion at the next meeting. Rachel Miller provided that Region 9 can request the State hold the $4 million for this project until the funding package is final.

Action: **Motion made by Mr. Maxey, second by Mr. Kratovil, the Board unanimously requested staff to evaluate financial possibilities for making up the $6 million difference for the Summit Point project, including TIFF districts and other options the JCDA may recommend or the County Commission may assist with as well as possible bonding and providing projections of future revenue and present back at the next meeting.**

Tuscawilla PEW Pump Quotes

Mrs. Stolipher included two quotes for a new PEW pump for the Tuscawilla plant, the lesser being from iM Motors for $31,478.00. The Board provided discussions.

Action: **Motion made by Mrs. Parker, second by Mr. Kratovil, the Board unanimously approved the lesser quote for a new pump at Tuscawilla.**

MANAGER REPORTS

Utility Manager Report

Mrs. Stolipher provided her report on this month's sewer and water efforts including the snow clearing by staff, several water main breaks, water freeze-ups and pump station issues. Mrs. Shultz mentioned the December 2025 Revenue and Expense report will be provided at the next meeting. She provided in the packet the Compiled Financial Statement for FY2025 that will be audited by March 13th.

Action: **No action required by the Board.**

Chairman Report

The Chairman was absent from the meeting.

Action: **No action required by the Board.**

APPROVAL OF BILLS

January 28, 2026

Action: **Motion made by Mrs. Parker, second by Mr. Kratovil, the Board unanimously approved the payment of the bills.**

EXECUTIVE SESSION

Update on WV PSC Case 25-1000-LRR-WS-C - Possible Executive Session under the provision of W. VA Code 6-9a-4(b)(12) - To discuss any matter which, by express provision of federal law or state statute or rule of court is rendered confidential, or which is not considered a public record within the meaning of the freedom of information act as set forth in article one, chapter twenty-nine-b of the code.

WV-002 Charles Town Road Tank – Possible Executive Session under the provision of W. VA Code 6-9a-4(b)(7) - To plan or consider an official investigation or matter relating to crime prevention or law enforcement.

Draft Maintenance Agreement Kings Crossing Subdivision

Cooley Public Strategies Update and 1st Quarter Approach

Action: **Motion made by Mrs. Parker, second by Mr. Kratovil, the Board unanimously approved convening into Executive Session at 5:02 P.M. to discuss the four items noted earlier in the meeting.**

The Board convened back into public session at 6:04 P.M.

Action: **Motion made by Mr. Kratovil, second by Mrs. Parker, the Board unanimously approved the draft maintenance agreement with Kings Crossing Subdivision on the condition that CTUB receives payment for the outstanding invoices and authorize the Chairman to sign the agreement at that time.**

Action: **Motion made by Mrs. Parker, second by Mr. Maxey, the Board unanimously approved the Cooley Public Strategies with alterations as recommended by the Attorney.**

Mrs. Stolipher also included in the packet the letter sent to the Bureau for Public Health notifying them of the Corrosion Control Inhibitor Conversion at the Water Plant in March for better quality water and reduced costs.

ADJOURNMENT

There being no further business at this time, the Board adjourned the meeting.

Action: **Motion made by Mr. Kratovil, second by Mrs. Parker, the Board unanimously approved to adjourn the meeting at 6:11 P.M.**

INFORMATION ONLY

The next meeting is scheduled for Wednesday, February 11, 2026 at 4:00 P.M. at 661 S. George Street.

John Maxey
Vice Chairman

Ashley Stottlemyer
Secretary

Charles Town Utility Board
Regular Board Meeting
February 5, 2026

The Charles Town Utility Board held a special meeting on February 5, 2026 at 4:00 P.M. Members of the Board present were; Brent Manuel, Chairman; John Maxey, Vice Chairman; Heidi Parker, Board Member and Patrick Kratovil, Board Member. Also present were Kristen Stolipher, Utility Manager; April Shultz, Assistant Utility Manager; Ashley Stottlemyer, Secretary; and Cindy Wilson, Legal Counsel (Zoom).

County Commission Liaison, Commissioner Mike Mood absent from the meeting.

CALL TO ORDER
The Chairman called the meeting to order at 4:00 P.M.

PUBLIC COMMENT
No public comment was received.

NEW BUSINESS
Utility Manager Posting - Possible Executive Session Under: WV State Code Section 6-9A-4(b)(2)(A) - Matters arising from the appointment, employment, retirement, promotion, transfer, demotion, disciplining, resignation, discharge, dismissal or compensation of a public officer or employee, or prospective public officer or employee unless the public officer or employee or prospective public officer or employee requests an open meeting.
Mrs. Stolipher did not wish to go into Executive Session for any discussions. The Chairman provided the Board with the Utility Manager's resignation letter which requested consideration for a two-week notice as opposed to 30 days as listed in her employment contract. The Board provided discussions and requested the Utility Manager finish out the 30 days since the date the letter of resignation was submitted.

Action: **Motion made by Mr. Maxey, second by Mrs. Parker, the Board unanimously accepted Mrs. Stolipher' s letter of resignation with the caveat the 30-days' notice requirement per the employee contract.**

The Board provided discussions and asked Mrs. Shultz if she would accept being the Interim Utility Manager until the position is filled. Mrs. Shultz accepted and will work with staff and outside consultants, including Chris Eckenrode, to continue to run the daily operations. Mrs. Parker suggested a possible stipend for employees who take on additional duties in the interim, but Mr. Maxey suggested reviewing that with the Attorney first. The Board and the Attorney will review the job posting and job description for next meeting so posting may proceed. The Chairman will reach out to the firm performing the Class and Compensation study to see if they have reviewed the Utility Manager position description.

The Chairman also presented the Board with a statement drafted by the PR firm to be released to the public. The Chairman and Mrs. Parker thanked Mrs. Stolipher for her service.

Action: **Motion made by Mrs. Parker, second by Mr. Maxey, the Board unanimously appointed Mrs. Shultz as the Interim Utility Manager, specially with staff and the Board will assume any leadings of meetings or outreach to the public.**

The Board provided more discussions and Mr. Maxey suggested for next meeting the Board also draft a list of advertising avenues for the job posting. Mr. Pierson suggested possibly using a 3rd party for posting the job position. The Board will discuss next meeting.

ADJOURNMENT

There being no further business at this time, the Board adjourned the meeting.

Action: **Motion made by Mr. Pierson, second by Mr. Maxey, the Board unanimously approved to adjourn the meeting at 4:22 P.M.**

INFORMATION ONLY

The next meeting is scheduled for Wednesday, February 11, 2026 at 4:00 P.M. at 661 S. George Street.

Brent Manuel
Vice Chairman

Ashley Stottlemyer
Secretary

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 03/02/26
Department: City Council
Category: Information Only
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2026-1213: City Manager Report - February 17, 2026

ATTACHMENTS:

- City Manager's Report - Feb. 17th.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: 17 February 2026

ADMINISTRATION

- Limited schedule due to paternity leave
- Participation in Directors Meeting for updates and discussions on various pending matters
- Attendance at CTUB special Meeting for the purpose of accepting the utility manager's resignation.
- Meeting with representatives of State Highway on the West Washington Street project and various other transportation related updates
- Participation in agenda meeting
- Participation in CTUB Regular Meeting where the board considered the Summit Point Motorsport Park Funding, with the board not making a recommendation to City Council on issuing bonds to cover the balance of the estimated project cost. Additionally, the board approved a proposal from Willdan Financial Services to conduct a rate study.

COMMUNITY AND ECONOMIC DEVELOPMENT

- The Long-Range Planner position is actively advertised.
- The JMP pool concrete is expected to be poured in the next week pending weather conditions.
- Augustine Avenue Phase 2 is posted on the DOH portal for construction bid.

FINANCE

- The first step of the Finance software migration to Incode 10 has been completed. Finance is now using the new system to cut checks and record credit card payments as well as receiving payments and record deposits.

OPERATIONS

- Liberty Street: They ran into two water conflicts where the courthouse water had to be shut down for a short period of time. They have now discovered a sewer conflict that we are working with Greenway Engineering to resolve. All in all, we have made good

progress with installation of all box culverts and elliptical culverts. The crew plans to start pouring concrete week of Feb 16.

- Tyler Migration: As part of our Software upgrade, the migration to Tyler ERP PRO 10 for our Financials systems (General Ledger, Accounts Payable, etc.) went live this week and we are working through the kinks with Tyler Support.
- Total Comp Study: We have received an initial salary report and will be discussing with Paypoint HR on Tuesday, Feb 17. Still waiting for benefit info.
- City Hall Renovations: Begin Monday, Feb 16 and will last approximately 1 month. Lobby will be closed to the public Feb 23-27. Notifications are on website, Facebook and posted on City Hall door.