

# TOWN OF BATH COUNCIL MEETING

June 4, 2024

1. Call to ORDER: @ 5:30pm by Mayor.
2. ROLL CALL: Scott Merki (X) Susan Webster (X) Elizabeth Skinner (X) Greg Schene (X) Rebecca MacLeod (X) Mary Lynn Hickey (X) Quorum present.
3. REVIEW OF MINUTES: Minutes of the Regular Meeting of May 21, 2024 and Special Meeting of May 24, 2024 were approved by Common Consent.
4. PERSONS BEFORE COUNCIL: Nancy Strine, representing the Eastern Panhandle Home Consortium of West Virginia, was in attendance to explain the Home Buyer Assistance Program. This program must be approved every three years to be available for Town of Bath residents. Discussion was held. Ms. Strine presented Council with a resolution for Council to consider on continuation of the program. MOTION: To approve the Housing Consortium Cooperation Agreement Resolution with the Town of Bath (attached)- Hickey/Macleod – Carried with Councilwoman Skinner voting Nay  
MOTION: To approve the Housing Cooperative Home Buyer Assistance Program as presented- Hickey/MacLeod – Carried  
Mr. John Paul De Marinis, representing Morgan County Jeepers, requested that the parking meters on the west side South Washington Street along the Berkeley Springs State Park be reserved from 4:30 to 8:30 on Saturday June 8 for the Jeepers drive in event. Council permitted this request by Common Consent with the understanding that here after Mr. De Marinis would apply for Bath facilities use in a timely manner.
5. COMMUNICATION FROM MAYOR: Mayor Merki announced the resignation of Tom Hall from the Bath Council (letter attached). His service was recognized and appreciated.  
The Mayor presented a letter from Town of Bath resident David O'Connell expressing his interest in being appointed to the recently opened seat on Council (attached). Mr. O'Connell has been an active member of the Bath Planning Commission and other civic organizations and was well known to Council.  
MOTION: To appoint David O'Connell to the open seat on the Town of Bath Council- Webster/Hickey – Carried  
The Mayor administered the Oath of Office for Councilman of the Town of Bath to David O'Connell (attached).  
Councilman O'Connell will be taking over the Committee assignments vacated by Councilman Hall's resignation. O'Connell will chair the Water Committee and be a member of the Public Works Committee and the Cemetery Committee.

## COMMITTEE AND BOARD REPORTS

1. BATH DEVELOPMENT AUTHORITY (BDA): The next meeting is June 5 at 4:30 in the County Commission Room of the Courthouse. There will be an update on the ON Trac program.
2. PARKS & REC: The next meeting is June 6. No report at this time.
3. PLANNING COMMISSION (PC): The next meeting is June 13. The Monday working group meetings continue.
4. RAIL/TRAIL (NBRT): The next meeting is June 26. No report at this time.
5. STREETScape: The next meeting is June 20. Co-Chair Pete Brown has submitted a detailed progress report (attached).
6. TRAIN DEPOT: The next meeting is June 20 at the Depot. 'Miss Isabella Rainsong and her Traveling Companion' will be performed at the Depot on June 21 and 22. Chairwoman Webster has given a basic lease agreement developed by the Finance Committee to Town Attorney Richard Gay for his review and development. This lease pertains to Travel Berkeley Springs leasing the Depot for a tourism Welcome Center and their administrative offices. A donation of a brass locomotive bell has been given to the Depot by Larry Bowers. This bell is of the time period that the Depot was in service as a working train station. Webster has written Mr. Bowers a letter of gratitude for this wonderful gift.
7. LANDMARK COMMISSION (HLC): No report at this time.
8. CLERK/RECORDER REPORT: The office has received a Notice of Building Improvement from Oscar and Leslie Robles for 338 Fairfax Street.
9. FINANCE: Chairwoman Webster delivered the following bills for approval:
  - (a) Town of Bath \$7,581.05- Motion to approve: Webster/Schene - Carried
  - (b) BSWW \$12,076.77- Motion to approve: Webster/Schene- Carried
  - (c) Greenway Cemetery \$4,100.00- Motion to approve: Webster/Skinner- Carried
  - (d) NBRT \$228.00- Motion to approve: Webster/MacLeod- Carried
  - (e) BSWW R&R \$13,137.84: Motion to approve: Webster/Hickey- Carried
10. TREE BOARD: Member Kate Lehman told Council that they have decided that the hazardous tree on Wilkes St. must be removed and the contractor has been notified. Cones and a No Parking sign will be placed around the tree. The Tree Board has decided not to submit a grant application for the planned arboretum at Greenway Cemetery.
11. GRANT: The next meeting is June 10. Chairwoman Hickey informed Council that her work with the WV Grant Resource Center for COPS/JAG funding is in the works. She is proceeding with the DAR and Foxglove Garden Club for historic cemetery grant applications which have been submitted to the WV SHPO. Other grants for Streetscape lighting, web site development and more are in process. She should be notified soon about the AARP Challenge Grant award for street lighting at the Depot.
12. PUBLIC SAFETY: The next meeting is June 12. BSPD Secretary Venuto has developed a new business license application form for 2024. Payments for the new Apple Butter Festival permits are starting to come in. Applications have been received for the second Parking Enforcement Officer position and interviews will begin soon.

13. CEMETERY: The next meeting is May 28. No further report at this time.
14. PUBLIC WORKS: Next meeting is June 18. Chairwoman MacLeod reported that the Labor Crew is working to make Bath attractive for residents and visitors.
15. ORDINANCE: The next meeting is June 6. Chairman Schene explained the need to re-run the First Reading of the Bath Municipal Sales Tax Ordinance due to an unintentional administrative error in the First Reading presentation at the May 21 Council meeting. Chairman Schene presented for First Reading Town of Bath Municipal Sales Tax Ordinance 2024-05-17 (attached).  
MOTION: To approve for First Reading Town of Bath Municipal Sales Tax Ordinance 2024-05-17 – Hickey/O’Connell- Carried
16. BSWW: The next meeting is June 5. The Public Easement Meeting for property owners affected by the Rt. 522 Water Line Extension will be June 11, 2024 from 4pm until 7pm at the Pines.
17. MOTION TO ADJOURN: Approved by Common Consent.

Attest:

Mayor Scott E. McEl

Recorder Severin West

## RESOLUTION

**A RESOLUTION OF THE TOWN OF BATH OF MORGAN COUNTY, WEST VIRGINIA AUTHORIZING PARTICIPATION IN THE EASTERN PANHANDLE HOME CONSORTIUM OF WEST VIRGINIA FOR THE PERIOD OF JULY 1, 2024 TO JUNE 30, 2027.**

**WHEREAS**, TITLE II of the National Affordable Housing Act of 1990 provides for the creation of the HOME Investment Partnership Program (hereinafter referred to as "HOME"); and

**WHEREAS**, the HOME regulations promulgated by the U.S. Department of Housing and Urban Development (HUD) under 24 CFR Part 92 authorizes units of general local government to enter into Housing Consortium Cooperation Agreements; and

**WHEREAS**, there is a need throughout the Eastern Panhandle of West Virginia to provide affordable housing for the low and moderate income residents; and

**WHEREAS**, the City of Martinsburg, County of Berkeley, Town of Hedgesville, County of Jefferson, Town of Bolivar, City of Charles Town, Corporation of Harpers Ferry, City of Ranson, Corporation of Shepherdstown, County of Morgan, Town of Bath, Town of Paw Paw, West Virginia, have formed a Consortium that has been designated as a Participating Jurisdiction under the HOME Program, thereby entitling the Consortium to seek annual funding; and

**WHEREAS**, the Eastern Panhandle HOME Consortium is required to seek designation as a HOME Consortium Agreement for the period FY 2025, FY 2026, and FY 2027 in order to seek annual funding; and

**WHEREAS**, the Town of Bath entered into a three (3) year Housing Consortium Cooperation Agreement; and

**WHEREAS**, the Town of Bath recognizes the need to obtain funding for affordable housing and has identified the HOME Program as a source of funds to meet this need.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN OF BATH, WEST VIRGINIA THAT:**

1. The Town of Bath will cooperate with the City of Martinsburg, County of Berkeley, Town of Hedgesville, County of Jefferson, Town of Bolivar, City of Charles Town, Corporation of Harpers Ferry, City of Ranson, Corporation of Shepherdstown, County of Morgan, Town of Bath, Town of Paw Paw, West Virginia, in a Consortium for participation in the HOME Program; and

2. The **Mayor** of the **Town of Bath** is hereby authorized to enter into a Cooperation Agreement for the period of July 1, 2024 to June 30, 2027 with the other members which form the Eastern Panhandle HOME Consortium of West Virginia; and
3. A copy of this resolution is to be submitted in the request to US. Department of Housing and Urban Development to approve funding of the Eastern Panhandle HOME Consortium of West Virginia for the above Fiscal Year 2025 HOME Investment Partnership Program.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**BY:**

\_\_\_\_\_  
Scott Merki, Mayor

**ATTEST:**

\_\_\_\_\_  
Sharon Corrick, Town Clerk

## Eastern Panhandle HOME Consortium of West Virginia HOMEBUYER ASSISTANCE PROGRAM

**WHAT IS HAP?** A homebuyer assistance program (HAP) for first time homebuyers in Berkeley, Jefferson, and Morgan Counties and the City of Martinsburg.

HAP provides income-eligible buyers with a deferred no-interest loan for downpayment and closing costs. The loan is forgiven if the buyer remains in the home for the term of the loan. The amount of the HAP loan depends on the buyer's need for assistance – it provides the gap funding to make the loan affordable to the buyer - the first mortgage payment is not more than 30% of monthly household income.

The funding source for the HAP program is the federal HOME Investment Partnership Program. All HOME regulations apply to the HAP program.

### WHO CAN USE HAP?

- FIRST TIME HOMEBUYERS
- INCOME UNDER LIMITS BY HOUSEHOLD SIZE
- **SALE PRICE WITHIN MAXIMUM LIMITS** (next page)
- HOUSE MUST PASS CODE INSPECTION



### HOW DOES HAP WORK?

- BE PREQUALIFIED BY A MORTGAGE LENDER
- COMPLETE HOMEBUYER EDUCATION
- BORROW UP TO \$14,500 FOR DOWNPAYMENT AND CLOSING COSTS
- THIS IS GAP FINANCING
- HAP LOAN TERMS ARE 5 YEARS - NO MONTHLY PAYMENT ON HAP LOAN
- ZERO INTEREST LOAN WITH NO REPAYMENT IF BUYER REMAINS IN THE HOME
- Applicant must provide at least \$500 of their own funds toward the purchase and include documented proof as part of the loan application

#### INCOME LIMITS BY HOUSEHOLD SIZE (eff. June 15, 2023)

Berkeley County – all persons in household

1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons	8 Persons
\$42,700	\$48,800	\$54,900	\$60,950	\$65,850	\$70,750	\$75,600	\$80,050

Jefferson County – all persons in household

1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons	8 Persons
\$64,550	\$73,750	\$82,950	\$92,150	\$99,550	\$106,900	\$114,300	\$121,650

Morgan County – all persons in household

1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons	8 Persons
\$41,650	\$47,600	\$53,550	\$59,500	\$64,300	\$69,050	\$73,800	\$78,550

**FOR COMPLETE PROGRAM GUIDELINES & APPLICATIONS CONTACT**  
**Nancy Strine, COMMUNITY DEVELOPMENT AT (304) 264-2131 EXT 278 OR**  
[nstrine@cityofmartinsburg.org](mailto:nstrine@cityofmartinsburg.org)

## HAP PROGRAM REQUIREMENTS

### Applicants Must:

- **Have a pre-qualification letter from a mortgage lender** listing loan amount, rate and term. Only fixed-rate mortgages are allowed.
- **Complete homebuyer education** through an approved housing counseling program and obtain a certificate of completion. Contact Telamon at 304-263-0916 or Partnership for Affordable Housing at 304-725-6189 to register for a class.
- **Complete the Pre-application for a HAP Certificate of Eligibility.** The Certificate is valid for six months. This is not a reservation of HAP funds or a loan commitment.

### Finding a Home / Reservation of HAP Funds:

Homebuyer finds a suitable home within Berkeley County, the City of Martinsburg, Jefferson County or Morgan County. **Maximum Sales Prices as of June 2023:** Berkeley - **\$247,000 existing/ \$292,800 new** homes; Jefferson County - **\$285,000 existing/ \$337,000 new** homes; Morgan **\$189,000 existing/\$251,000 new** homes.

- The amount of HOME HAP funds is determined by the amount needed to qualify the purchaser with a first mortgage payment (Principal, Interest, Taxes and Homeowners Insurance) that does not exceed 30% of household's monthly income and total debt to income ratio of 40% (these ratios have been temporarily changed to end of Dec. 2024 to not to exceed 33% front/back 45%).
- **HAP funds will be reserved** only after eligible applicant (s) execute a sales contract on the home. Funds are reserved for 90 days on a first-come first-served basis.
- All household members and income must be included in determining income eligibility (NOT only the borrower on the mortgage loan).
- **The homebuyer must provide at least \$500 of their own funds toward the purchase.**
- **The program will conduct a HAP property maintenance code inspection.** Property must meet local property codes. Repairs must be made prior to closing. There is no charge for the inspection.
- The HOME Administrator will review and approve eligible applicant (s) for the Homebuyer Assistance Program funds and then reserve the funds.

The HOME Administrator will provide all HAP loan agreement documents needed to secure the funds and ensure compliance with HOME program regulations and other federal requirements.

**For more information call Nancy Strine, HOME Administrator**  
**City of Martinsburg Community Development Department**  
**(304) 264-2131 x 278 or email [nstrine@cityofmartinsburg.org](mailto:nstrine@cityofmartinsburg.org)**

**EQUAL HOUSING OPPORTUNITY**

**HOUSING CONSORTIUM COOPERATION AGREEMENT  
BY AND BETWEEN  
THE CITY OF MARTINSBURG  
AND  
THE COUNTIES OF BERKELEY, JEFFERSON AND MORGAN  
WEST VIRGINIA**

This **three-year AGREEMENT** is entered into between the City of Martinsburg (hereinafter referred to as "City"); and the Berkeley County Commission for and on behalf of Berkeley County, a political subdivision of the State of West Virginia; the Jefferson County Commission for and on behalf of Jefferson County, a political subdivision of the State of West Virginia; and the Morgan County Commission for and on behalf of Morgan County, a political subdivision of the State of West Virginia (hereinafter referred to as "Counties"), and the incorporated communities contained in each of the above said Counties.

**WHEREAS**, Title II of the National Affordable Housing Act of 1990 provides for the creation of the HOME Investment Partnerships Program (hereinafter referred to as "HOME"); and

**WHEREAS**, the HOME regulations established by the U.S. Department of Housing and Urban Development (HUD) at 24 CFR Part 92 authorizes units of general local government to enter into Housing Consortium Cooperation Agreements for a three-year period and allows for annual recertification of Consortiums; and

**WHEREAS**, the City and Counties have determined that obtaining funding under the HOME Program as part of a Consortium Participating Jurisdiction will increase their ability to provide affordable housing for their low -income constituencies.

**NOW THEREFORE**, the parties to this **AGREEMENT** do hereby agree as follows:

**SECTION I – DEFINITIONS:**

The definitions contained in 24 CFR Part 92, Subpart A., paragraph 92.2 are incorporated herein by reference and made a part hereof, and the terms defined in this section have the meanings given them:

- A. "Act" means Title II, of the Cranston-Gonzalez National Affordable Housing Act of 1990 (Pub. Law 101-625), (42 U.S.C. 12721)
- B. "Consolidated Plan" means the comprehensive planning and application document as set forth in 24 CFR Part 91 and encompasses a local government's housing needs, with a focus on affordable housing for low income families.



- C. "HOME Program" means a procedure established for the use of funds made available from HUD through the Act to carry out multi-year housing strategies through acquisition, rehabilitation and new construction of housing, tenant-based rental assistance, and homebuyer assistance.
- D. "HUD" means the United States Department of Housing and Urban Development.
- E. "Regulations" means 24 CFR Part 92 HOME Investment in Affordable Housing implementing regulations as issued by HUD.
- F. "Member" means a unit of local government which is a signatory to this Agreement and therefore a member of the Consortium for the purpose of carrying out eligible activities under 24 CFR Part 92, (which is the City of Martinsburg, Berkeley County, Jefferson County, and Morgan County).
- G. "Representative Member" means the unit of local government designated hereafter as the one member to act in a representative capacity for all members for the purposes of this agreement. The Representative Member, which is the City of Martinsburg, will be delegated the overall responsibility for ensuring that the Consortium's HOME Program is carried out in compliance with the requirements of 24 CFR Part 92 and will be responsible for the requirements concerning the Consolidated Plan (CP).
- H. "IDIS" means the Integrated Disbursement and Information System (IDIS), HUD's on-line system for draws and reporting for the HOME Program, or any other system that HUD may implement in its place.

## **SECTION II – PURPOSE:**

This Agreement is to form a **CONSORTIUM** of four (4) units of general local government geographically located for designation as a **PARTICIPATING JURISDICTION** under the **ACT**, said **PARTICIPATING JURISDICTION** to be known and hereinafter may be referred to as the Eastern Panhandle HOME Consortium of West Virginia.

The signatory parties agree to cooperate in undertaking, or assisting in undertaking housing assistance activities under the HOME Investment Partnerships Program in compliance with HUD regulations and the local Consolidated Plan of the member jurisdictions.

## **SECTION III- GENERAL PROVISIONS**

- A. The members agree to cooperate in undertaking or to assist in undertaking housing assistance activities in compliance with the applicable Consolidated Plan and the HOME Program.

- B. The members agree to undertake the development of a Consolidated Plan for each year covered by this Agreement.
- C. The members agree to take affirmative action to further fair housing in their jurisdictions. Such actions may include planning, education and outreach, and enforcement.

#### **SECTION IV – ADMINISTRATION:**

- A. The City and the Counties, including the incorporated communities in each County, mutually agree that the City of Martinsburg shall act as the Representative Member for all participants in the Eastern Panhandle HOME Consortium for the purposes of the Act.
- B. The City and the Counties, including the incorporated communities in each County, mutually agree that the City of Martinsburg, in its role as Representative Member, is granted the overall responsibility for ensuring that the Eastern Panhandle HOME Consortium's Program is carried out in compliance with the requirements of the HOME Program.
- C. The City and the Counties, including the incorporated communities in each County, shall participate jointly in the development of the Eastern Panhandle HOME Consortium's HOME Program. The Consortium will form a council known as the Eastern Panhandle HOME Consortium Council. Each Member of the Consortium will appoint three (3) representatives to the Council. The City and the Counties will mutually agree and appoint a Chairperson of the Council, who will be in addition to the number of representatives appointed by the Member Jurisdictions.
- E. The HOME Consortium Council will define a strategy and programs in sufficient detail to accommodate the collective and individual needs and priorities of any and all of the Members constituting the Eastern Panhandle HOME Consortium. The Members shall review and approve the strategy and programs for the annual use of HOME funds, as well as, have the opportunity to review and approve any program changes or amendments prior to action being taken by the Representative Member's governing body.
- F. The City and Counties, including the incorporated communities in each County, shall be entitled to the amount of HOME Program funding based on its percentage of the low/moderate income population of the entire Consortium Area, as established by U.S. Census data of the total allocation to the Eastern Panhandle HOME Consortium. Members of the Consortium may elect to combine their allocations to carry out collaborative HOME activities. Any funds allocated to Members but remaining unobligated fifteen (15) months after the initial allocation date will be recaptured and redistributed by the HOME Consortium Council. Any funds recaptured will be offered to the other Members

for reprogramming for eligible activities in accordance with the HOME Program Regulations. The final decision for distribution of these funds will be made by the HOME Consortium Council. If any party terminates this agreement in whole or in part, all work completed and uncompleted on this project will become the property of the remaining parties to this agreement, and the disposition or completion of uncompleted work on the project will become the responsibility of the remaining parties, pursuant to the conditions of this paragraph. Ownership of all personal property acquired by virtue of the execution of or performance under this agreement is vested in the parties, pursuant to the pro-rata share of funds allocated to them, but the parties shall not take legal title to any real property, including, but not limited to, easements.

- G. Nothing in this Agreement will preclude the ability of the City or Counties, including the incorporated communities in each County, either individually or jointly in applying for financial assistance under the State of West Virginia HOME Program. Furthermore, it is expressly agreed and understood that any specific projects eligible for HOME funding may be submitted to the HOME Consortium Council by any Consortium Member, any participating municipality located in Member Counties, any authority, and/or nonprofit housing agency for funding under the Consortium's annual HOME entitlement funds.
- I. Each Member is responsible for submitting in a timely manner to the Representative Member all information necessary for participation in the Eastern Panhandle HOME Consortium as defined in the Regulations. This includes all information necessary for the Consolidated Plan, the Program Description, Certifications, written agreements with sub-recipients and performance reports. The Counties of Berkeley, Jefferson and Morgan will submit this documentation to the City of Martinsburg in order to insure a coordinated effort.
- J. Each Member shall be responsible for any required matching funds for specific eligible projects as determined by HUD submitted by that particular member. However, this does not limit the use of excessive local match from one HOME Member to another, if agreed to by the HOME Consortium Council and the Member which has the excess local match.
- K. Each Member shall be responsible for the following:
  - 1. Appoint three (3) representatives to the Eastern Panhandle HOME Consortium Council.
  - 2. Fill vacancies on the Consortium Council in a timely manner and ensure the attendance of their appointments at meetings.
  - 3. Provide information required for the preparation of revisions to the existing Five -Year Consolidated Plan.
  - 4. Conduct an annual housing needs public hearing for the use of HOME funds.

5. Adopt by resolution and renew annually the participation in the Eastern Panhandle HOME Consortium.
6. Be responsible for determining local housing needs and the use of HOME funds to address those needs.
7. Provide an annual description of proposed project activities in accordance with the annual budget and distribution of funds.
8. Provide documentation for matching funds or donations to the HOME Program.
9. Maintain files and documentation for compliance with Federal regulations and make these files available for review and monitoring by HUD and/or the Representative Member.
10. Prepare, process and forward requisitions of funds to the Representative Member.
11. Review and approve any amendment to the Cooperation Agreement.

L. The Representative Member shall be responsible for the overall administration of the HOME Program and meeting the Federal guidelines. In particular the following are the duties and responsibilities:

1. Provide staff to manage the program.
2. Revise the existing Five-Year Consolidated Plan to include the HOME Program and statistical information on the other consortium members.
3. Prepare and submit all required notices, plans, performance reports, and documentation as required by HUD.
4. Ensure that the program and activities are in compliance with the Federal regulations.
5. Provide the other members with guidelines and policies of the program.
6. Hold a public hearing on the annual HOME Program and adopt the budgets and activities outlines by the HOME Consortium Council.
7. Assist the other Consortium members in meeting the Citizen Participation requirements of HUD.
8. Review and approve all project funding agreements for each activity.
9. Monitor the other members for compliance with the Federal regulations.
10. Prepare an environmental review record for the HOME Program and secure the release of funds from HUD for program activities.
11. Provide guidance and assistance to the other members to ensure compliance with the Federal labor standards.
12. Prepare and execute all written agreement with sub-recipients and contractors to receive HOME funds.
13. Maintain files on each project activity for monitoring by HUD.
14. Prepare and maintain the HOME match log as required by HUD.
15. Prepare the annual Consolidated Annual Performance Evaluation Report (CAPER) for annual submission to HUD.
16. Establish and maintain a local HOME fund account including Federal drawdowns and program income.

17. Process Federal drawdowns of funds from the U.S. Treasury for project activities through the IDIS system.
18. Process payment requisitions and requests for funds from the other consortium members for project activities.
19. Prepare an annual budget showing the distribution of HOME funds to each Consortium member.
20. Prepare quarterly reports on expenditures, commitment of funds, and remaining balances for each consortium member and their project activities.
21. Contract for an annual audit of the HOME Program by an outside independent auditing firm.
22. Supervise the closeout of annual grants with HUD.

M. The HOME Consortium Council shall be formed to oversee the program and provide guidance on the use of funds. The specific duties and responsibilities of the Consortium Council is as follows:

1. Each member of the HOME Consortium shall have three (3) representatives to the Consortium Council.
2. Provide guidance and direction in promoting and affirmatively further fair housing in the Eastern Panhandle.
3. Define an overall strategy and programs based on the needs of the Consortium members.
4. Establish priorities for the use of HOME funds.
5. Approve the allocation and distribution of funds among the Consortium members based on the low- and moderate-income population of each member as a percentage of the Eastern Panhandle's total low- and moderate-income population.
6. Reallocate funds that are uncommitted or unobligated after fifteen (15) months after the approval by HUD of the annual HOME grants.
7. Ensure that any required matching funds are provided by the Members or from the non-federal funds portion of HOME assisted projects.
8. Review and approve any amendments to the Cooperation Agreement.
9. Review and approve documentation submitted by non-profit organizations for designation as a local Community Housing Development Organization (CHDO).
10. Monitor and recertify annually any CHDO's.
11. Adopt and assure compliance with affirmative marketing policies and procedures.
12. Approve the annual consolidated Action Plan in regard to the use of HOME funds.

N. In accordance with Section 91.402 of the Consolidated Plan Final Rule, the City of Martinsburg has a Program year that begins on July 1<sup>st</sup> and ends on June 30<sup>th</sup> each year, the HOME funds will also have the same program year start date.

## **SECTION IV- AFFIRMATIVE MARKETING POLICIES AND PROCEDURES:**

### **A. Statement of Policy -**

In accordance with the Eastern Panhandle HOME Consortium's, commitment of non-discrimination and equal opportunity in housing, the Consortium hereby establishes procedures to affirmatively market units assisted under the HOME Investment Partnerships Program. These procedures are intended to further the objectives of Title VIII of the Civil Rights Act of 1988 and Executive Order 11063. In addition, the Consortium will abide by and establish a minority outreach program in accordance with 24 CFR 92.350 (a)(5).

The Consortium believes that individuals of similar economic levels in the same housing market area should have available to them a like range of housing choices regardless of their race, color, religion, sex, familial status, disability or national origin. Individuals eligible for public housing assistance or who have minor children should have available to them, a like range of housing choices.

The Consortium will carry out this policy through affirmative marketing procedures designed for the HOME Investment Partnerships Program.

- B. The Consortium will inform the public, potential tenants and owners about its Fair Housing and Affirmative Marketing Policies.

## **SECTION V – TERMS OF THE AGREEMENT:**

- A. This agreement shall be in effect for a period of one fiscal year, subject to annual renewal for any additional period of time needed to complete all phases of the project, each of which annual renewal periods shall be limited to one fiscal year; provided that, in addition to the right of non-renewal, all parties hereto shall have the right to terminate this agreement on any 12-month anniversary of the date of this agreement by giving to the other parties 30 days' written notice of such termination. It is the City's the Counties' intentions to remain members of the Consortium for the period necessary to carry out all activities that will be funded from the three **Federal Fiscal Years 2025, 2026, and 2027** provided that the Consortium qualifies as a participating jurisdiction under the Home Investment Partnerships Program, by approval of annual renewals of this agreement, and subject to said renewals will take necessary steps to provide budget allocations for funding purposes.

- B. Prior to the adoption of any amendment to this agreement, partial or complete termination of this agreement including the incorporation of changes necessary to meet the requirements for a subsequent three (3) year consortium designation period, the members agree to submit to the U.S. Dept. of HUD any revisions for its approval.

- C. This agreement covers the designation period of the **Federal Fiscal Years of 2025, 2026, and 2027** which the Consortium is to qualify to receive HOME funds. This agreement may automatically be renewed for participation in successive three (3) year designation periods for HOME Entitlement funds by the U.S. Dept. of HUD. In order to qualify for automatic renewal by HUD, the Representative Member must notify each participating unit of general local government of its right not to participate for the successive three (3) year designation periods. This notification must be submitted to each participating unit of general local government by the date specified in the U.S. Dept. of HUD Consortia designation notices.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

CITY OF MARTINSBURG, West Virginia

\_\_\_\_\_  
Kevin Knowles  
Mayor

Attest: \_\_\_\_\_  
Gena L. Long, City Recorder

Including the incorporated areas of the Town of Bath and the Town of Paw Paw, Morgan County, West Virginia.

**MORGAN COUNTY INCORPORATED AREA:**

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2024

**TOWN OF BATH**

For and on behalf of the municipality of Bath, a political subdivision of the State of West Virginia

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title





232 NORTH QUEEN STREET  
P O. BOX 828  
MARTINSBURG, WV 25402  
P: (304) 264-2131  
F: (304) 264-2136



CITY OF MARTINSBURG  
WEST VIRGINIA

[www.cityofmartinsburg.org](http://www.cityofmartinsburg.org)

April 26, 2024

Home Consortium member

RE: FY 2025-2027 Eastern Panhandle HOME Consortium Renewal

Dear Mayor Merki,

The City of Martinsburg is starting the 3 -year HOME renewal process of the Eastern Panhandle HOME Consortium. I begin this process by visiting each of the 3 counties annually to renew the HOME Resolutions and then every 3 years to all the local towns and municipalities to continue to be a part of the Eastern Panhandle HOME Consortium of West Virginia.

Our current Cooperative Agreement has an automatic renewal. However, I am notifying each member of the Consortium of your right not to participate in the successive three-year qualification period. If you do not wish to continue your participation, your funding portion will be distributed to the remaining consortium members who opt to participate.

If you wish to continue participation in the HOME Consortium of the Eastern Panhandle, I will request that an agenda item be placed for one of your upcoming meetings to renew the 3- year Cooperative Agreement and FY 2025 HOME Resolution and/or meet with you in person to discuss the HOME Program. I will make myself available if you would like to participate or answer any questions at your meeting.

Please let me know your preference of staying in the consortium or deciding to leave by May 29, 2024 by email [nstrine@cityofmartinsburg.org](mailto:nstrine@cityofmartinsburg.org)

I am attaching the latest HOME Consortium Program Update dated April 2024 with more information about the HOME funds.

I look forward to speaking to you soon!

Sincerely,

  
Nancy Strine, HOME Administrator

Cc: Andy Blake, City Administrator

**EASTERN PANHANDLE HOME CONSORTIUM OF WEST VIRGINIA  
PROGRAM UPDATE April 2024**

The Eastern Panhandle HOME Consortium of West Virginia is completing its sixteen year of program operations for the use of HOME Investment Partnership Program funds through HUD. The HOME Consortium consists of four major jurisdictions and a total of twelve members including the City of Martinsburg, Berkeley County, Town of Hedgesville, Jefferson County, Town of Bolivar, City of Charles Town, Corporation of Harpers Ferry, City of Ranson, Corporation of Shepherdstown, Morgan County, Town of Bath and Town of Paw Paw. The cooperation of the individual jurisdictions has enabled us to secure the HOME funding to help address local housing needs. The City of Martinsburg is the grantee and serves as HOME administrator.

Through April 2024, we received **\$7,722,117 in HOME funding**, including \$457,704 in local funds. This includes our FY 2023 allocation \$541,663, an \$19,428 decrease from the FY 2022 allocation of \$561,091. In addition, we have received our grant agreement of the HOME-ARP Allocation Plan, FY 2021 Annual Action Plan Substantial Amendment in the amount \$1,843,081.00.

Most of the funding has been used for a **Homebuyer Assistance Program (HAP)** with the following results:

<b>340 first time homebuyers assisted</b>	<b>\$4,789,251</b> (incl. \$66,000 CDBG)
<i>Berkeley County 161 closed</i>	<i>Jefferson County 85 closed</i>
<i>Martinsburg 59 closed</i>	<i>Morgan County 35 closed</i>

<b>Program Statistics</b>	<b>FY 2007 – FY 2023</b>	<b>Past 12 Months</b>
Average Amount HAP	\$14,086	\$13,538
Median Sales Price	\$137,104	\$167,800
Median 1 <sup>st</sup> Mortgage	\$124,891	\$160.612

As of April, 2024, HOME funds have leveraged **\$46,615,302 in home sales** and buyers had obtained **\$42,463,279 in mortgage loans** – a ratio of **\$1: \$9:10** in mortgage funding for each HAP dollar expended.

In addition to the Homebuyer Assistance Program, we are required to set aside 15% of our annual allocation for use by **Community Housing Development Organizations (CHDO)**. To date, **\$610,538** has been expended by Habitat for Humanity of the Eastern Panhandle to build ten houses for low-income persons. Habitat was approved on April 11<sup>th</sup> for the CHDO application in the amount of \$118,152 for new construction of an affordable house at 320 E. Burke Street in Martinsburg. The outstanding FY 2016 CHDO funds of \$49,473.00 can no longer can be used by Habitat, are allowed to be used for another HOME eligible activity. There is an application in process for Tenant Based Rental Assistance to Community Network, Inc. for these funds. There remains \$391,424 of available CHDO funds.

**Funding Distributions are:**

<b>Jurisdiction/Project</b>	<b>Total available as of 3-31-24 (includes FY 2023)</b>
Berkeley County	\$506,528
Jefferson County	\$446,280
Morgan County	\$144,743
City of Martinsburg	<u>\$454,672</u>
	<b>\$ 1,552,223</b>

May 28, 2024

Dear Mayor and Council,

With the unexpected death of one of two of the fulltime operators at Harpers Ferry, I find it necessary to step into a fulltime position until they are able to hire another class 2 operator. As you know that is not an easy task.

Additionally with my hearing continually getting worse, it is difficult for me to contribute as I should.

With that in mind I find it necessary to tender my resignation as I can not be in two places at once.

Sincerely,

A handwritten signature in black ink, appearing to read "Tom", with a long horizontal flourish extending to the right.

Thomas G.Hall

David J O'Connell  
146 Martinsburg Rd  
Berkeley Springs, WV 25411  
May 30, 2024

Town-of-Bath Town Council  
Re: Council Member Opening

Mayor (& Council):

I understand that Tom Hall has recently resigned his position as a town council member. I wish to express my interest in taking the open position as a town council member.

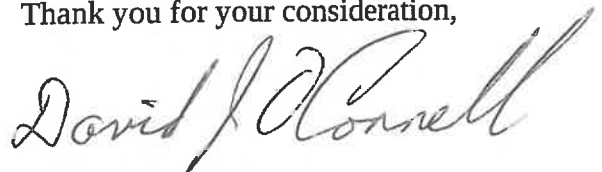
I have been a full time resident of the town of bath since 2017. I have been an active member of the town Planning Commission since 2022. I acted as an outside advisor for both the Ordinance and Finance committees throughout the past fiscal year (2023-24). I have been involved with the Train Depot rehab and the North Berkeley Rail Trail planning. I ran for town council in 2023, at that time I received the highest number of votes of the unelected candidates (6<sup>th</sup> of 9 candidates).

I have been retired since moving to the Town-of-Bath in 2017. Prior to retirement, I was a Manager of an Analytic Team for Merck pharmaceutical. With that, I bring an analytical background that is most applicable for town-council's benefit in the financial area and general research.

I have considerable level of involvement in non-governmental volunteer efforts. I have organized several Make-it-Shine clean-up efforts. I am personally working towards rehabilitating the Beach Volley Ball court in David Henry Memorial Park. I am working towards establishing a support organization for the North Berkeley Rail Trail called Friends of the NBRT.

I was also involved in non-governmental volunteer organizations, prior to moving to Berkeley Spring. I served as board member of the Community YMCA which operated with a \$4 million annual budget. I served as president of the middle school PTA with 400 active parents. I was member the High School Afterprom Committee keeping about 1,000 teens off the road & occupied until the morning after the Prom. I established a local YMCA Farther/Daughter organization called Trailmates for pre-teen and teens (e.g. Girl Scouts).

Thank you for your consideration,



David J O'Connell  
304 886-1275

**Status of Streetscape, State Park and NBRT Projects for Town Council  
June 4, 2024**

**STREETSCAPE**

**Phase V: Construction Contract Letting:**

- June 11<sup>th</sup> is the planned bid opening for the Contract. No significant issues so far. Will update you on bid prices after that.
- Project includes underground lighting conduit infrastructure, but not wiring, power connection, streetlight assemblies and foundations.
- Will determine any budget impacts after bid opening; Account was at approx \$46K at end of April.

**Phase V Lighting Grant Application:**

- ITA Approved for Full Application; now due by June 26<sup>th</sup>
- Application about 85% Complete, will include Thrasher Cost Estimate and basic plans
- DOH Approved ITA requested \$100K Grant plus \$25K Town Match, this supports the \$111K Preliminary Estimate
- Obtaining Letters of Support from organizations and Morgan County
- Application currently under review with Streetscape Committee; with Finance Committee and Town Council Resolution and Approval set for June 18<sup>th</sup> Meeting

**Phase VI Design Grant Awarded to Town:**

- DOH Award on April 19<sup>th</sup> for \$56K Grant plus \$14K Town Match – Total of \$70K for design of Phase VI Project. (Congress St; Union St and Mercer Street lights)
- Thrasher doing preliminary Construction Cost Estimate to determine affordable Scope of final Project for both Design and as input to the Construction Grant Application (see below)
- Next Steps: Agree on project scope/budget; obtain DOH approval of Design Scope and prepare Town Task Order for Thrasher work and DOH Approval to Proceed with the design.

**Phase VI Construction Grant Application:**

- ITA Approved for Full Application; now due by June 26<sup>th</sup>
- Application about 75% Complete, will include scope changes based on on-going Thrasher Cost Estimate – unlikely that the original target Scope and Planning Estimate of \$380K Grant plus \$95K Town Match can be met (mostly due to years old cost estimates and increased construction costs)
- Will have review package for discussion within the next week
- Obtaining Letters of Support from organizations and Morgan County

**BERKELEY SPRINGS STATE PARK PROJECT**

**Current Status**

- Believe all construction items are complete – but will verify with DOH D5
- No further info on status of DEP Fine

**NBRT**

**Trail Construction:**

- No new Info from DOH

Pete Brown









**RAIL/TRAIL**  
**EXPENDITURES AND ENCUMBRANCES**

YEAR:		2024		
BATCH DATE				
	6/3/2024			
Chart of account		AMOUNT	DESCRIPTION	Account Balance Grant
	Star Eagle Gardens	\$ 228.00	Plants & bushes	
<b>Totals:</b>		\$ 228.00		



**TOWN OF BATH  
ORDINANCE 2024-05-17  
MUNICIPAL SALES AND USE TAXES**

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**§ 1. Town of Bath Findings.**

(a) The Town of Bath, a Class IV Municipality in Morgan County, Berkeley Springs, West Virginia, hereby finds and declares that the adoption by the Town of Bath for its municipal sales and service tax and its municipal use tax provisions of the Code of West Virginia, 1931, as amended, relating to imposition, administration, collection, and enforcement of the State

consumers sales and service tax codified in W. Va. Code §11-15-1 *et seq.*, the State use tax codified in W. Va. Code §11-15A-1 *et seq.*, and the Streamlined Sales and Use Tax Act codified in W. Va. Code §11-15B-1 *et seq.* will:

- (1) simplify collection of the Municipality's sales and use taxes,
- (2) simplify preparation of municipal sales and use tax returns by taxpayers, and
- (3) improve enforcement of the Municipality's sales and use taxes.

(b) The Town of Bath therefore declares that this ordinance shall be construed to accomplish the foregoing purposes.

## **§ 2. Definitions.**

(a) Terms used in this ordinance or in the administration, collection, and enforcement of the taxes imposed by this ordinance and not otherwise defined in this ordinance shall have the meanings ascribed to them in articles 9, 10, 15, 15A, and 15B, chapter 11 of the Code of West Virginia, 1931, as amended.

(b) As used in this ordinance:

(1) "Business" includes all activities engaged in or caused to be engaged in by any person with the object of gain or economic benefit, direct or indirect, and all activities of the state and its political subdivisions, which involve sales of tangible personal property or the rendering of services when those service activities compete with or may compete with the activities of other persons.

(2) "Town" or "this Town" means the Town of Bath, Berkeley Springs, West Virginia.

(3) "Code of West Virginia" or "W. Va. Code" means the Code of West Virginia, 1931, as amended from time to time by the West Virginia Legislature.

(4) "Municipality" or "this Municipality" means the Municipality of the Town of Bath, Berkeley Springs, West Virginia.

(5) "Person" means any individual, partnership, association, corporation, limited liability company, limited liability partnership, or any other legal entity, including this state or its political subdivisions or an agency of either, or the guardian, trustee, committee, executor or administrator of any person.

(6) "Purchase" means any transfer, exchange, or barter, conditional or otherwise, in any manner or by any means whatsoever, for a consideration;

(7) "Purchase price" means the measure subject to the taxes imposed by this ordinance and has the same meaning as sales price;

(8) "Purchaser" means a person who purchases tangible personal property, custom software, or a service taxed by this ordinance.

(9) "Sale," "sales," or "selling" have the meaning ascribed to those terms in article fifteen-B, chapter eleven of the Code of West Virginia.

(10) "Sales and use taxes" means the taxes imposed by sections 3 and 4 of this ordinance.

(11) "Sales price" has the meaning ascribed to that term in article fifteen-B, chapter eleven of the Code of West Virginia.

(12) "Sales tax" means the tax levied by section 3 of this ordinance.

(13) "Service" or "selected service" have the meaning ascribed to those terms in article fifteen-B, chapter eleven of the Code of West Virginia.

(14) "State sales tax" means the tax levied by article fifteen, chapter eleven of the Code of West Virginia, as amended.

(15) “State use tax” means the tax levied by article fifteen-A, chapter eleven of the Code of West Virginia, as amended.

(16) “Tax” means the taxes imposed by this ordinance and includes additions to tax, interest, and penalties levied under article 10, chapter 11 of the Code of West Virginia, 1931, as amended.

(17) “Tax Commissioner” means the Chief Executive Office of the Tax Division of the Department of Revenue of this state, as provided in W. Va. Code §11-1-1.

(18) “This state” means the State of West Virginia.

(19) “Ultimate consumer” or “consumer” means a person who uses or consumes services, tangible personal property, or custom software.

(20) “Use” for purposes of the tax imposed by section 4 of this ordinance means and includes:

a. The exercise by any person of any right or power over tangible personal property or custom software incident to the ownership, possession, or enjoyment of the property, or by any transaction in which possession of or the exercise of any right or power over tangible personal property, custom software, or the result of a taxable service is acquired for a consideration, including any lease, rental, or conditional sale of tangible personal property or custom software; or

b. The use or enjoyment in this state of the result of a taxable service. As used in this definition, “enjoyment” includes a purchaser's right to direct the disposition of the property or the use of the taxable service, whether or not the purchaser has possession of the property.

The term “use” does not include the keeping, retaining, or exercising any right or power over tangible personal property, custom software or the result of a taxable service for the purpose

of subsequently transporting it outside the Town of Bath for use thereafter solely outside the Town of Bath.

(21) "Use tax" means the tax imposed by section 4 of this ordinance.

(22) "Vendor" means any person engaged in the Town of Bath in furnishing services taxed by this ordinance or making sales of tangible personal property or custom software. "Vendor" and "seller" are used interchangeably in this ordinance.

### **§ 3. Imposition of Municipal Sales and Service Tax.**

For the privilege of selling tangible personal property or customer software and for the privilege of furnishing certain selected service, a vendor doing business in the Town of Bath shall collect from the purchaser the taxes imposed by this section and pay the amount of taxes collected to the tax commissioner at the same time and in the same manner as the consumers sales and service tax imposed by article 15, chapter 11 of the Code of West Virginia, 1931, as amended, are paid to the tax commissioner. The rate of tax shall be 1% of the sales price, as defined in section 2 of this ordinance of the tangible personal property, custom software, or taxable service purchased or leased.

### **§ 4. Imposition of Municipal Use Tax.**

An excise tax is hereby levied and imposed on the use in the Town of Bath of tangible personal property, custom software, and the results of taxable services, to be collected and paid to the tax commissioner as agent for the Town of Bath in the same manner that state use tax is collected under article 15A and article 15B, chapter eleven of the Code of West Virginia, 1931, as amended, and remitted to the tax commissioner. The rate of tax shall 1% of the purchase price, as



defined in section 2 of this ordinance, of the tangible personal property, custom software, or taxable service used within the Town of Bath.

**§ 5. Calculation of Tax on Fractional Parts of Dollar.**

The tax computation under section 3 and section 4 of this ordinance shall be carried to the third decimal place and the tax rounded up to the next whole cent whenever the third decimal place is greater than 4 and rounded down to the lower whole cent whenever the third decimal place is 4 or less. The vendor may elect to compute the tax due on a transaction on a per item basis or on an invoice basis provided the method used is consistently used during the reporting period but the method used shall be the same as that used for purposes of computing the state sales or use tax.

**§ 6. State and Local Tax Bases.**

The taxable base of the taxes imposed by sections 3 and 4 of this ordinance shall be identical to the sales and use tax base of this state except as provided in section 7 of this ordinance, unless otherwise prohibited by federal law, as required by W. Va. Code §11-15B-34.

**§ 7. Exceptions.**

The taxes imposed by this ordinance do not apply to:

(1) The sale or use of motor fuel, as defined in article 14C, chapter 11 of the Code of West Virginia, 1931, as amended.

(2) The sale or use of motor vehicles upon which the tax imposed by W. Va. Code §11-15-3c is paid.

(3) The purchase or use of any tangible personal property, custom software, or service that the Town of Bath is prohibited from taxing under the laws of this state or of the United States.

(4) The sales tax imposed by section 3 of this ordinance does not apply to any transaction that is exempt from the tax imposed by article 15, chapter 11 of the Code of West Virginia.

(5) The use tax imposed by section 4 of this ordinance does not apply to any purchase upon which the sales tax imposed by section 3 has been paid.

#### **§ 8. Credit Against Municipal Use Tax.**

(a) A person is entitled to a credit against the use tax imposed by section 4 of this ordinance on the use of a particular item of tangible personal property, custom software, or results of a taxable service equal to the amount, if any, of sales tax lawfully paid to another municipality for the acquisition of that property, custom software, or service: *Provided*, that the amount of credit allowed may not exceed the amount of use tax imposed by section 4 of this ordinance on the use of the tangible personal property, custom software, or results of the taxable service in the Town of Bath.

(b) For purposes of this section:

(1) "Sales tax" includes a sales tax or compensating use tax imposed on the sale or use of tangible personal property, custom software, or the results of a taxable service by the Town of Bath in which the sale occurred; and

(2) "Municipality" includes municipalities of this state or of any other state of the United States.

(c) No credit is allowed under this section for payment of any sales or use taxes imposed by this state or any other state. For purposes of this paragraph, "state" includes the fifty states of the United States and the District of Columbia but does not include any of the several territories organized by Congress.

**§ 9. Tax cumulative.**

The taxes imposed by this ordinance are in addition to other taxes imposed on the sale or use of tangible personal property, custom software, or taxable services including, but not limited to, the State consumers sales and service tax imposed by article 15, chapter 11 of the W. Va. Code; the State use tax imposed by article 15A, chapter 11 of the W. Va. Code; the public utility tax imposed by the Town of Bath pursuant to W. Va. Code §8-13-5a.; the amusement tax imposed by the Town of Bath pursuant to W. Va. Code §8-13-6.; the tax on sales of alcoholic liquors and wine imposed by the Town of Bath pursuant to W. Va. Code §8-13-7.; the hotel occupancy tax imposed by the Town of Bath pursuant to article 18, chapter 7 of the W. Va. Code; and the special district excise taxes imposed by a county pursuant to W. Va. Code §7-22-1 *et seq.* or a municipality pursuant to W. Va. Code §8-38-1 *et seq.*

**§ 10. Local Rate and Boundary Data Base; Changes.**

(a) The tax commissioner is required by W. Va. Code §11-15B-35 to maintain a database for all jurisdictions levying a sales or use tax in this state. The Town of Bath shall furnish the tax commissioner with information the tax commissioner requires for that database that will allow the tax commissioner to maintain a database that assigns each five-digit and nine-digit zip code within the Town of Bath to the proper rate of tax. If any nine-digit zip code area includes area outside the Town of Bath, the single state and local rate assigned to that area in the tax commissioner's database will be the lowest rate applicable to that area: *Provided*, that, when sales occur at and are sourced to a physical location of the seller located in the Town of Bath in that nine-digit zip code area, the seller shall collect the tax imposed by section 3 of this ordinance.

(b) Whenever boundaries of the Town of Bath change, whether by annexation or de-annexation, the Town of Bath shall promptly notify the tax commissioner in writing of the change

in boundaries; provide the tax commissioner with the nine-digit zip code or codes for the area annexed or de-annexed; and any other information the tax commissioner may require to maintain the database. An ordinance annexing property into the Town of Bath, or an ordinance removing property from the corporate limits of the Town of Bath may not take effect any sooner than the 1<sup>st</sup> day of a calendar quarter that begins 60 days after Town of Bath provides written notice to the tax commission of a change in the boundaries of the Town of Bath.

(c) The nine-digit database shall be maintained by the Town of Bath until such time as the tax commissioner allows use of a different system to determine whether a location is within or outside the corporate limits of the Town of Bath.

#### **§ 11. State level administration.**

(a) The tax commissioner is responsible for administering, collecting, and enforcing the taxes imposed by this ordinance as provided in W. Va. Code §8-13C-6 and §11-15B-33.

(b) The tax commissioner may retain from collections of the taxes imposed by this ordinance the fee allowed by W. Va. Code §11-10-11c or by any other state law or legislative rule.

(c) The tax commissioner shall deposit all the proceeds from collection of the taxes imposed by this ordinance, minus any fee for collecting, enforcing and administering taxes retained under this section, in the subaccount for the Town of Bath established in "municipal sales and services tax and use tax fund," an interest-bearing account created in the state treasury pursuant to W. Va. Code §8-13C-7. All moneys collected and deposited in the subaccount for the Town of Bath shall be remitted at least quarterly by the State Treasurer to the Town of Bath treasurer, as provided W. Va. Code §8-13C-7.

#### **§ 12. Administrative procedures.**

Each and every provision of the West Virginia Tax Procedure and Administration Act set forth in article 10, chapter 11 of the Code of West Virginia applies to the administration, collection, and enforcement of the sales and use taxes imposed pursuant to this ordinance, except as otherwise expressly provided in article 13C, chapter 8 of the Code of West Virginia, with like effect as if that act were applicable only to the taxes imposed by this ordinance and were set forth in extenso in this ordinance, as provided in W. Va. Code §8-13C-6.

### **§ 13. Criminal Penalties.**

Each and every provision of the West Virginia Tax Crimes and Penalties Act set forth in article 9, chapter 11 of the Code of West Virginia applies to the administration, collection, and enforcement of the Town of Bath sales and use taxes imposed pursuant to this ordinance with like effect as if that act were applicable only to the taxes imposed pursuant to this ordinance and were set forth in extenso in this ordinance, as provided in W. Va. Code §8-13C-6: *Provided*, that the criminal penalties imposed upon conviction for a criminal violation of this ordinance may not exceed the maximum penalties allowed by law for a similar violation of the ordinances of the Town of Bath.

### **§ 14. Automatic Updating.**

Any amendments to articles nine, ten, fifteen, fifteen-A and fifteen-B, chapter eleven of the Code of West Virginia shall automatically apply to the municipal sales and use tax imposed pursuant to this ordinance, to the extent they are applicable to the taxes imposed by this ordinance.

### **§ 15. Deposit of Taxes Collected in General Revenue Fund.**

When the Town of Bath treasurer receives periodic distributions of municipal sales and use taxes from the State Treasurer, the Town of Bath treasurer shall promptly deposit the amount received in the general revenue fund or account of the Town of Bath.

This ordinance shall become effective upon its adoption by the Town of Bath on June 18, 2024. However, the Town of Bath hereby suspends imposition and collection of the municipal sales and use taxes imposed by this ordinance until January 1, 2025, or such later first day of July as required by the legislative rule codified in W. Va. Code St. R. §110-28-1 *et seq.*

**§ 16. Severability and Savings Clause.**

If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable. The Town of Bath declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the article be enforced.

**§ 17. Effective Date.**

This ordinance shall become effective upon its adoption by the Town of Bath on June 18, 2024. However, the Town of Bath hereby suspends imposition and collection of the municipal sales and use taxes imposed by this ordinance until January 1, 2025, or such later first day of July as required by the legislative rule codified in W. VA. Code At. R. §110-28-1 *et seq.*

**§ 18. Notification of Tax Commissioner.**

Upon adoption of this ordinance by the Town of Bath, the Town of Bath Recorder shall forthwith send to the tax commissioner a certified copy of this ordinance, the rate and the boundary

database required by section 10 of this ordinance, a map showing the boundaries of the Town of Bath, a description of the boundaries of the Town of Bath; and such other information as the Tax Commissioner may need to administer, collect, and enforce the taxes imposed by this ordinance.

This Ordinance shall be effective from the date of its enactment.

This Ordinance is read this \_\_\_ day of \_\_\_\_\_, 2024 as the first reading thereof.

This Ordinance is read and enacted this \_\_\_ day of \_\_\_\_\_, 2024 after a second reading hereof.

Passed, Approved and Entered of record by the Council of the Town of Bath this \_\_\_ day of \_\_\_\_\_, 2024.

Town of Bath, Morgan County, West Virginia

\_\_\_\_\_  
Scott Merki, Mayor

(MUNICIPAL SEAL)

ATTEST:

\_\_\_\_\_  
Susan Webster, Recorder