

**TOWN OF BATH FINANCE COMMITTEE**  
**Regular Meeting Minutes**  
**November 5, 2024**

1. CALL TO ORDER: By Chairman at 4:00pm.

2. Roll Call of Bath Council FC Members: Chairwoman Susan Webster (X), Greg Schene (X), Mary Lynn Hickey (X) – Quorum present  
Also present: Councilors O’Connell, MacLeod and Clerk Corrick

3. Review of Minutes: Finance Committee Regular Meeting Minutes of October 22, 2024 and Special Meeting of October 30, 2024 were approved by Common Consent.

4. Clerk’s Report –

A. The census of Bath addresses and GIS mapping project for accurate sales and property tax collection is an ongoing endeavor. Councilman O’Connell is continuing to work with Amber Miller of the WV Tax Division on this project and will report back with progress.

B. Clerk Corrick made available the Town’s budget comparison, account review, bookkeeping information and payroll data. The insurance check for the repair of the BSWW shed roof repair at the Myers Street tank has been received (attached).

a. The agreement to accept the cash management approach as developed and presented by Councilman O’Connell at the Special Meeting of October 30 was reviewed and confirmed. It was further concurred that that the Town Clerk be given the latitude to move funds from the general operating account to interest bearing accounts when appropriate. The FC will use the source documents supplied by the Town Clerk to verify and consider such transfers.

b. The Public Safety Committee will meet on November 6. Included in their agenda is staff compensation. The Finance Committee concurred that compensation increases up to \$1.00 per hour were acceptable.

c. The FC reviewed Town Hall personnel compensation. In a previous meeting it was agreed that charge backs to the Town from the BSWW could continue with an increase of the Assistant Clerk position of \$2.00 per hour. Discussion turned to the Town Clerk position compensation with Clerk Corrick temporarily leaving the meeting. The FC agreed that by using the same charge back method that the Town Clerk compensation is to be retroactively raised by \$2.00 per hour.

d. At the Town of Bath Special meeting of September 27, 2024 it was decided to approve the purchase of the 13 acre lot that surrounds the Bath owned Myers Street BSWW’s water tank property with terms to be negotiated. Details of the lease/ purchase

agreement (attached) with CNB Bank are completed and were presented by Councilman Schene at this meeting. The Town will pay \$27,500.00 in 24 installment payments at 6% interest. Signed documents will be attached.

e. The FC received a Notice of building or Real Property Improvement for 269 N. Washington St. (attached). It will be processed and filed with the Morgan County Assessor's office.

f. Facility Use Applications:

The Winter Fest Parade and street closure application (attached) were presented and approved.

The Berkeley Chapter #77 Order of the Eastern Star requested one block of parking on Fairfax St. between Mercer and Green Streets (attached). This was approved.

The Bath Christmas Market requested (attached) that Bath Street adjacent to the Morgan County gravel parking lot be closed for their event December 12-15. Their application included the closure of the parking meters on Fairfax Street adjacent to this lot for the same time period. The application was approved.

#### 5. Cemetery Committee updates and possible action

A. There has been no progress as yet on the Greenway Cemetery Perpetual Trust Fund account.

#### 6. Grant and Project information updates and possible action

A. Grant Chairwoman Hickey reported that the Town of Bath is the recipient of an Appalachian Forestry grant in the amount of \$4,450.00 to rebuild the Town's website. This grant requires a Town match of the same amount. At this time there has been one applicant to be considered for the project task.

The COPS Grant has been awarded to the BSPD in the amount of \$111,000.00. This grant is to pay for 75% of a newly hired police officer for Bath for 3 years. The Town has a 5 year window to satisfy the grant stipulations so there is time to complete the requirements.

The WV SHPO Remembrance Grant of \$8,000.00 was to be split between the Foxglove Garden Club and the Bath DAR. Foxglove completed their project in the Old German Cemetery without using any of the funds allotted to them by SHPO. They requested that the entire \$8,000.00 be given to the DAR. Chairwoman Hickey got the approval of Deputy State Historic Preservation Officer Susan Pierce for this reallocation and has notified the DAR.

Chairwoman Hickey reported that the BSWW plant upgrades will take priority in efforts to obtain funding. To that end her committee will concentrate on the research and document preparation for posting an RFQ for a Professional Engineering Report on BSWW necessary for grant funding opportunities.

Councilwoman MacLeod reported that the Warm Springs Watershed Association is negotiating with the top bidder (Gannett Fleming) for the NRCS planning project and it is hoped that there will be positive results soon.

Additional ongoing project reports on the NBRT, Streetscape and BSSP have been submitted by Pete Brown (attached).

B. Depot Chairwoman Webster reported that the lease with Travel Berkeley Springs has been fully executed (attached) with the beginning agreement date of November 1, 2024 and extending for 10 years. Webster expects to meet soon with the TBS President soon to assist with the transition.

7. Bills for the BSWW and the Town were approved for recommendation to the Council.

8. The next FC Regular Meeting date is November 19, 2024 at 4pm in the Municipal Center.

9. Adjourn

Chairman Susan Webster Date 11-19-24

**RESOLUTION #2 OF THE TOWN OF BATH BSWW WATER  
COMMITTEE APPROVING INVOICES RELATING TO  
CONSTRUCTION AND OTHER SERVICES FOR THE  
SEWER EXTENSION PROJECT AND AUTHORIZING  
PAYMENT THEREOF**

WHEREAS, the Town of Bath BSWW Water Committee has reviewed the invoices attached hereto and incorporated herein by reference in relation to the construction of the water project funded by the Economic Development Administration ("EDA") and WV State Matching Funds find as follows;

1. That none of the items for which payment is proposed have been requested from another source.
2. That each item for which the payment is proposed to be paid is or was necessary in connection with the Project and constitutes a cost of the project.
3. That each of such costs has been otherwise properly incurred.
4. That payment for each of the items proposed is due and owing.

NOW, THEREFORE, BE IT RESOLVED by the Town of Bath BSWW Water Committee that the payment of the attached invoices as summarized below are hereby authorized and directed:

VENDOR	EDA	STATE MATCH	TOTAL
The Travelers Group	\$0.00	\$1,000.00	\$1,000.00
<b>TOTAL</b>	<b>\$0.00</b>	<b>\$1,000.00</b>	<b>\$1,000.00</b>

ADOPTED BY the Town of Bath Council, at a meeting held on the 5th day of November, 2024.

Mayor, Scott Merki

## NOTICE OF BUILDING OR REAL PROPERTY IMPROVEMENT

TO THE ASSESSOR OF Morgan COUNTY:

Any person, corporation, association or other owner of real property, subject to the payment of property tax, who shall erect any building or structure, or who shall add to, enlarge, move, alter, convert, extend, raze or demolish any building or structure, whereby the value of the real property shall be improved more than \$1,000 must notify the assessor on Form 12:75 within sixty days from the date the work is commenced. If a report is made by or on behalf of any mine, mill, factory, or other industrial establishment and filed with the assessor on or before June fifteen which discloses with certainty any construction, or improvement made during the previous twelve months, the owner shall be deemed in compliance with notice requirements. If a building permit has been obtained, this shall be sufficient notice. Any person in violation of provisions of West Virginia Code § 11-3-3a, shall be guilty of a misdemeanor, and, upon conviction thereof, shall be subject to a fine.

See Chapter 11, Article 3, Section 3a of the West Virginia Code for additional information.

Name of Owner or Owners Nicholas Sherlock / Hope Sherlock

Location (Address) of Improvement 269 N Washington St

Taxing District \_\_\_\_\_

Land Book Description \_\_\_\_\_

have, or has been (Altered) \_\_\_\_\_ (Erected) \_\_\_\_\_

and that said improvements have increased the value of the property in excess of \$1,000.00

Improvements were commenced \_\_\_\_\_ (Month/Day/Year),

Completion date or anticipated completion date Dec/31/2024 (Month/Day/Year).

Approximate increase in value \$ 20,000 Use of Building bedroom

Remarks: 12x20 bedroom + new porch

Address of Owner or Owners 269 N Washington St

Phone No. 304 820 7900

Notice Filed By Nicholas Sherlock Signature Date 11/1/24 Month/Day/Year

**NOTICE TO BE FILED WITH ASSESSOR WITHIN SIXTY (60) DAYS AFTER COMMENCEMENT OF IMPROVEMENTS TO REAL PROPERTY WHICH WILL INCREASE THE VALUE IN EXCESS OF \$1,000**

### BELOW THIS LINE FOR ASSESSOR'S USE ONLY

Map No. \_\_\_\_\_

Received \_\_\_\_\_

Parcel No. \_\_\_\_\_



# EVENT / USE OF TOWN PROPERTY APPLICATION

**TOWN OF BATH**  
**271 WILKES STREET, BERKELEY SPRINGS, WV 25411**

Phone (304) 304-258-1102 Fax (304) 258-2638

townofbath@wvdsi.net

### OFFICIAL USE ONLY

Fiscal Year \_\_\_\_\_  
Festival License \_\_\_\_\_  
Business License \_\_\_\_\_  
License Fee \$ \_\_\_\_\_  
Date Issued \_\_\_\_\_

Please Print or Type

NAME OF EVENT: Winter Fest Parade

DATE(S) OF EVENT: December 7, 2024 (Saturday)

REQUESTING GROUP OR ORGANIZATION: Bath Christmas Project, Inc.

BEGINNING AND ENDING TIMES: 2:00pm - 9:00pm

PROPERTY REQUESTED: Train Depot Lot

PURPOSE OF USE: Parking for parade lineup.

STREET/METER CLOSURES REQUESTED WITH DETAILS: Williams St. while parade is going.

WILL ADMISSION BE CHARGED OR PRODUCT SOLD: No

NUMBER OF VENDORS AT EVENT/FESTIVAL: 40+ (Spread between Depot, Moose, American Legion)

NAME OF RESPONSIBLE PERSON: Danielle Swope

MAILING ADDRESS: 777 Bethel Church Rd, Warfordsburg, PA 17267

TELEPHONE NUMBER: 814-327-8355

EMAIL: BerkeleySpringswinterfest@gmail.com

DATE APPLICATION SUBMITTED: 10/29/24

SIGNATURE: Danielle Swope

Application will be submitted to Town Council. All applicants are invited to attend the Town Council and speak on their behalf. If requesting any street/meter closures, applicants must appear at Town Council before the event for approval.

Application is:  Approved

Denied

Approved Subject to Following:

Town Flat Fee: \$ \_\_\_\_\_

Festival License Fee Due:

\$ \_\_\_\_\_ \$15.00 w/ Business License

\$ \_\_\_\_\_ \$35.00 w/o Business License

\$ \_\_\_\_\_ Total Due

Proof of Insurance on File

Pay Now  
using our QR  
Code!



Signature of Approval: \_\_\_\_\_

Date: \_\_\_\_\_

October 24, 2024

To: Town of Bath Council

This is a request made each year by Berkeley Chapter #77 Order of the Eastern Star to allow free parking at the meters on Fairfax Street on the one block area between Mercer and Green Streets. This request would be for us to bag the meters for 1 Day only, Saturday, November 9, 2024. This is our Grand Visitation at the Masonic Temple, 131 Fairfax Street. We will be welcoming officers and members of Eastern Star from all over West Virginia for this annual convocation.

Thank you, in advance, for helping us to celebrate this annual meeting in Berkeley Springs.

Sincerely,

A handwritten signature in cursive script that reads "Lewis O. Braithwaite". The signature is written in black ink and is positioned above the printed name.

Lewis O. Braithwaite  
Past Grand Patron  
WV Grand Chapter of O.E.S.

EVENT / USE OF TOWN PROPERTY APPLICATION

TOWN OF BATH
271 WILKES STREET, BERKELEY SPRINGS, WV 25411

Phone (304) 304-258-1102 Fax (304) 258-2638

townofbath@wvdsi.net

Please Print or Type

OFFICIAL USE ONLY

Fiscal Year
Festival License
Business License
License Fee \$
Date Issued

NAME OF EVENT: BATH CHRISTMAS MARKET

DATE(S) OF EVENT: 12/12/2024-12/15/2024

REQUESTING GROUP OR ORGANIZATION: BATH CHRISTMAS MARKET WV

BEGINNING AND ENDING TIMES: THURS 7A-4P, FRI 12N-9P, SAT 9A-9P, SUN 10A-2P

PROPERTY REQUESTED: BATH ST (STARTING AT GRAVEL LOT) TO S MERCER ST

PURPOSE OF USE: CHRISTMAS MARKET

STREET/METER CLOSURES REQUESTED WITH DETAILS: SEE ATTACHMENT

WILL ADMISSION BE CHARGED OR PRODUCT SOLD: NO ADMISSION. PRODUCTS WILL BE SOLD.

NUMBER OF VENDORS AT EVENT/FESTIVAL: 16

NAME OF RESPONSIBLE PERSON: CLAIRE SCHENE

MAILING ADDRESS: 167 WILKES ST, BERKELEY SPRINGS, WV 25411

TELEPHONE NUMBER: 410-428-3516

EMAIL: BATHCHRISTMASMARKETWV@GMAIL.COM

DATE APPLICATION SUBMITTED: 10/31/24

SIGNATURE: [Handwritten Signature]

Application will be submitted to Town Council. All applicants are invited to attend the Town Council and speak on their behalf. If requesting any street/meter closures, applicants must appear at Town Council before the event for approval.

Application is: [ ] Approved

[ ] Denied

[ ] Approved Subject to Following:

[ ] Town Flat Fee: \$

[ ] Festival License Fee Due:

\$ \$15.00 w/ Business License

\$ \$35.00 w/o Business License

\$ Total Due

[ ] Proof of Insurance on File

Pay Now
using our QR
Code!



Signature of Approval: Date:



## **BATH CHRISTMAS MARKET**

### **Close Bath Street**

1. Request to close Bath Street starting at point above drive through lane for Truist Bank (where gravel lot begins) to top of Bath Street intersecting with S Mercer Street.

### **Meter Closures**

1. Request for No Parking Signs posted along upper Fairfax Street (starting at Washington Street and ending at S Green Street). **SAME SET-UP AS FARMERS MARKET**
2. Request for metered parking spaces at top of Fairfax (from S Mercer to S Green Street) to be blocked off with cones to allow for a container to be placed to off-load Market Stalls/Vendor Chalets.

### **Set-up**

Thursday, December 12, 7:00 am - 4:00 pm

### **Event Days**

Friday December 13, 12:00 pm - 9:00 pm

Saturday, December 14, 9:30 am - 9:00 pm

Sunday, December 15, 10:00 am - 2:00 pm

**Streetscape, State Park and NBRT Projects Status Report for Town Council  
November 5, 2024**

**STREETSCAPE**

Next Committee Meeting: 9 am Thursday 11/21, Town Conference Room

**FY24 Grant Awards- Governor's Announcement:**

- The two Applications (Phase V Lighting & Phase VI Construction) were not awarded Grants this year. The Town may not be advised of the specific reason, however we are still accomplishing the work from our past two awards – Phase V Construction and Phase VI Design – which may have been a factor. Next Grant Application season looks to be January 2025.
- Considering alternative methods and costs to implement Phase V Lighting completion. Thrasher is completing the drawings.

**Phase V Construction:**

- Construction started on October 29<sup>th</sup> after the Contractor dropped off their first equipment on the 25<sup>th</sup>.
- The work started on Wilkes St between Independence and Union Streets with the removal of the existing sidewalk and curb.
- A number of clarifications and changes (that will mostly reduce the needed work) were worked out between the Contractor and Thrasher Design were completed and formally sent to DOH District 5 on 10-31-24. These were Approved by District 5 this morning (got lost in the D5 email system) (see below)
- Contractor (First Fruits Excavating) is working to improve some late material delivery estimates.
- Thrasher (Jeff Gola) visited Town Monday to assist Contractor with detailed survey points and some specific details of the design and construction. This included the change to save the cherry tree at Independence and North Washington St including the adjacent new parking space.
- Unfortunately, on Monday 11-4-24 around 2 pm, the Contractor chose to temporarily stop work while awaiting District 5 approval of the issue resolution. These have now been approved.

**Phase VI Design Task Order:**

- Thrasher forwarded Task Order #2 for the design. DOH approved the Scope and did a Cost Estimate. This will be presented for approval at the Nov 19<sup>th</sup> Finance Committee Meeting
- Thrasher will use their lower estimate. DOH has previously stated that any savings on the Design will roll forward to the Construction Phase.

**BERKELEY SPRINGS STATE PARK PROJECT**

**Current Status of DEP Consent Order:**

- Still awaiting WV-DEP Approval of the Town's Corrective Action Plan (Submitted with the payment of the Fine)

**NBRT**

- Task Force Meeting (would have been Oct 23<sup>rd</sup>) was cancelled since no update or plan was received from DOH and no Conference Call has yet been scheduled
- November Meeting would normally be November 27<sup>th</sup>, the afternoon before Thanksgiving. This will not be scheduled. Instead, if I get any update, I'll send it out a status email.

Pete Brown  
Streetscape Committee

## LEASE AGREEMENT

**THIS LEASE**, effective this \_\_\_ day of \_\_\_\_\_, 2024, by and between the **TOWN OF BATH**, a municipal corporation in the State of West Virginia (herein “TOWN OF BATH”) and **TRAVEL BERKELEY SPRINGS, INC.**, a nonprofit corporation (herein “TRAVEL BERKELEY SPRINGS”).

1. **PROPERTY LEASED:** The Town of Bath hereby leases to Travel Berkeley Springs the following described property located at 342 N. Washington Street, Berkeley Springs, West Virginia 25411, herein referred to as “the Berkeley Depot.” A description of the Berkeley Depot and accompanying non-exclusive parking area is attached as “Exhibit A.” The Berkeley Depot is on the National Registry of Historic Places and this distinction shall be respected and special codes adhered to at all times. There is also excluded from the Lease an area on the south side of the Berkeley Depot containing an herb and flower garden planted and maintained by the Foxglove Garden Club of the Town of Bath.

2. **PURPOSE:** The Berkeley Depot shall be used as a tourism welcome center and administration office, and for such other uses as the Town of Bath and Travel Berkeley Springs, mutually determine, from time to time without interfering with the primary objective of using the facility as a visitor center. Travel Berkeley Springs shall obtain all required permits, licenses and registrations to operate their business.

3. **TERM:** The term of this Lease shall be ten (10) years, commencing on the 1<sup>st</sup> day of November, 2024, and terminating on October 31, 2034.

4. **RENT:** The rent shall be \$1,200.00 per month for the first two (2) years until November 1, 2026, after which the rent will be \$1,500.00 per month, payable in advance on the first day of every month. Late payments made after the fifth of the month shall incur a late fee of

10%.

5. **SECURITY DEPOSIT:** At the time of the signing of this Lease, Travel Berkeley Springs shall pay a \$1,500 security deposit. This deposit may be used to cover damages to the Berkeley Depot, extraordinary cleaning costs following Travel Berkeley Springs's departure, and any unpaid rent and various other accrued and unpaid charges. Any remaining security deposit shall be returned to Travel Berkeley Springs within sixty (60) days after the end of the term of this Lease and the Berkeley Depot is vacated by Travel Berkeley Springs.

6. **TAXES:** Travel Berkeley Springs shall pay all personal taxes and any other charges which may be levied against the personal property of Travel Berkeley Springs and which are attributable to Travel Berkeley Springs' occupation and use of the Berkeley Depot, along with any sales and use tax. The Berkeley Depot is exempt ad valorem of real estate taxes and assessments as it is owned by the Town of Bath, a Class IV West Virginia municipality.

7. **UTILITIES:** Travel Berkeley Springs shall be responsible for the establishment and payment of all utilities, including but not limited to charges for electricity, water, sewer, trash, or any other charge or assessment during the term of the Lease or any renewal thereof.

8. **INSURANCE:** Travel Berkeley Springs shall insure all of its own property against damage as it determines and shall maintain such insurance throughout the term of the Lease.

In addition, Travel Berkeley Springs shall also maintain with respect to the Berkeley Depot, general commercial liability insurance, with minimum limits of \$1,000,000/\$2,000,000 for personal injury, and \$100,000 for property damage, per occurrence. Travel Berkeley Springs shall insure workman's compensation to the extent required by law, and shall also insure all glass.

Travel Berkeley Springs shall maintain the insurance coverage required herein with a company or companies acceptable to the Town of Bath, insuring the Town of Bath and its agent

as an additional named insured, as well as Travel Berkeley Springs, against bodily injury to or death of persons, and against property damage as herein provided. Travel Berkeley Springs shall deliver certificates of insurance indicating the above-specified coverage to the Town of Bath upon the commencement of the term of this Lease, and continuing evidence of such coverage annually. Such insurance policy or policies shall be in a form reasonably satisfactory to the Town of Bath and its agent, and shall be placed with a company qualified to do business in the jurisdiction in which the Berkeley Depot is located, and shall provide that it (they) cannot be canceled without at least twenty (20) days prior written notice to the Town of Bath. Failure to obtain the required insurance shall constitute grounds for termination of this Lease at the sole discretion of the Town of Bath.

Travel Berkeley Springs shall assume responsibility for any and all damages caused by a contractor or vendor performing work on the Berkeley Depot at Travel Berkeley Springs' request, with the Town of Bath's approval. Travel Berkeley Springs shall also require its general contractor or any contractor to provide insurance coverage for property damage and personal injury in an amount as recommended by the Town of Bath, and such insurance shall name the Town of Bath as additional insureds under all policies relating to any work performed at the Berkeley Depot.

9. **INDEMNIFICATION:**

(a) Travel Berkeley Springs shall indemnify the Town of Bath, and shall save the Town of Bath, its Council, Mayor, or employees, harmless from and against any and all claims, actions, damages, liability and expenses, including reasonable attorneys' fees, in connection with loss of life, personal injury and/or damage to the Berkeley Depot arising from or out of (i) Travel Berkeley Springs's breach of its obligations under this Lease, and/or (ii) the negligence or willful misconduct of Travel Berkeley Springs, its agents, servants, employees, assignees, contractors or

invitees.

(b) In case the indemnified party, the Town of Bath, its Council, Mayor, or any employee of the Town of Bath shall, without fault or on their part, be made a party(ies) to any litigation commenced by or against the indemnifying party, the indemnifying party shall protect and hold them harmless, and shall pay all costs, expenses and reasonable attorneys' fees incurred or paid by the indemnified party in connection with such litigation.

10. **WAIVER OF TRIAL BY JURY:** Travel Berkeley Springs hereby waives trial by jury in any action, proceeding or counterclaim on any matters whatsoever arising out of or in any way connected with this Lease; the relationship of the Town of Bath and Travel Berkeley Springs; Travel Berkeley Springs' use and occupancy of the Berkeley Depot, and/or any claim of injury or damage. In the event the Town of Bath commences proceedings for non-payment of rent, minimum rent or additional rent. Travel Berkeley Springs will not interpose any counterclaim of whatever nature or description in any such proceedings. This shall not, however, be construed as a waiver of Travel Berkeley Springs's right to assert such claims in any separate action or actions brought by Travel Berkeley Springs.

11. **ATTORNEYS FEES:** In the event of the employment of an attorney by the Town of Bath or its Agent because of the violation by Travel Berkeley Springs of any term or provision of the Lease, including non-payment of rent as due, the prevailing party shall pay, and agrees to pay, reasonable attorneys' fees, and all other costs incurred therein, provided a judgment in favor of the prevailing party is rendered by a court of competent jurisdiction.

12. **QUIET POSSESSION:** Upon payment by Travel Berkeley Springs of all items of rent, additional rent, and any and all other sums to be paid by Travel Berkeley Springs to the Town of Bath hereunder and the observance and performance of all of the covenants, terms and

conditions to be observed and performed by Travel Berkeley Springs, Travel Berkeley Springs shall have the peaceful and quiet use of the Berkeley Depot, and all rights, servitudes and privileges belonging, or in any way appertaining thereto or granted hereby, for the term of this Lease, without hindrance or interruption by the Town of Bath, or any person or persons lawfully claiming by, through or under the Town of Bath, subject nevertheless to the terms and conditions of this Lease, and to any mortgage, deed of trust, ground lease or agreement to which this Lease, and/or the Town of Bath's interest in the Berkeley Depot and the building of which they are a part, is subordinate. The Town of Bath warrants that it has full right and authority to enter into this Lease for the full term hereof.

13. **ASSIGNMENT**: Travel Berkeley Springs will not assign this Lease, nor let or underlet the whole or any part of the said premises without the prior written consent of the Town of Bath.

14. **NOTICE**: All notices required by this Lease shall be mailed by first class mail, postage prepaid, and hand delivered to the following:

**Town of Bath:**

Mayor Scott Merki  
Recorder Susan Webster  
271 Wilkes Street  
Berkeley Springs, WV 25411

**Travel Berkeley Springs:**

Stephanie Rebant, President  
Laura Smith, Secretary  
127 Fairfax Street  
Berkeley Springs, WV 25411

15. **DEFAULT**. Travel Berkeley Springs shall be in default of this Lease if Travel Berkeley Springs fails to fulfill any lease obligation or term by which Travel Berkeley Springs is

bound. Subject to any governing provisions of law to the contrary, if Travel Berkeley Springs fails to cure any financial or other obligation within thirty (30) days, the Town of Bath may take possession of the Berkeley Depot after written notice. The Town of Bath may elect to allow Travel Berkeley Springs to cure any default and the cost of such action shall be added to the Travel Berkeley Springs's financial obligation under this Lease.

16. **TOWN OF BATH COVENANTS:** The Town of Bath represents, warrants and covenants that the common areas of the building will comply with all applicable laws, regulations and building codes, including, without limitation, all applicable laws governing non-discrimination in public accommodations and commercial facilities.

17. **TRAVEL BERKELEY SPRINGS COVENANTS:** Travel Berkeley Springs agrees that they will keep the Berkeley Depot and the fixtures therein in good order and condition, and will, at the expiration or other termination of the term hereof, surrender and deliver up the same in like good order and condition as the same now is or shall be at the commencement of the term hereof, ordinary wear and tear, and insured damage by the elements, fire and other unavoidable casualty not due to the negligence of Travel Berkeley Springs, excepted. Travel Berkeley Springs further agrees not to make any additions or alterations, structural or otherwise, in or upon the Berkeley Depot without first having obtained the Town of Bath's written consent; and that any such additions or alterations must conform to any and all applicable building code standards, as well as any and all other applicable requirements of the federal, state and local governments.

18. **REPAIRS:** Travel Berkeley Springs shall maintain reasonable care of facility to include the following regular maintenance requirements: changing HVAC filters, annual heating/cooling service, semiannual or annual gutter cleaning on an as needed basis, plumbing



repairs caused by clogs, extensive wear or use and repair any other damage caused to the Berkeley Depot by his negligence of his vendors or employees, including any damage to the Berkeley Depot or the fixtures herein, caused by improper use, or caused by the failure of Travel Berkeley Springs to give them proper service.

19. **ALTERATIONS:** No alterations shall be made of the exterior structure. Travel Berkeley Springs shall pay all costs of constructing any alterations approved by the Town of Bath, including but not limited to, fees and costs charged by attorneys, architects, engineers, general contractors, subcontractors, laborers and materialmen. Travel Berkeley Springs shall not permit any mechanic's or materialmen's lien to be filed against the Berkeley Depot in connection therewith. All alterations will be paid for by Travel Berkeley Springs and will become property of the Town of Bath.

20. **DAMAGE BY FIRE:** If the Berkeley Depot or any part thereof shall, during the term of this Lease, be damaged by fire or other calamity to the extent that the premises are untenantable, this Lease shall terminate upon the occurrence of any fire or other casualty.

21. **SIGNS:** Travel Berkeley Springs shall have the privilege of displaying signage, flags and logos symbolizing Travel Berkeley Springs, the Town of Bath, West Virginia, and the United States of America. Travel Berkeley Springs is not permitted to affix or display other symbols, signs, flags, or placards on the Berkeley Depot reflecting any personal or political ideology.

22. **NO SMOKING:** During any term of this lease or any renewal thereof, Travel Berkeley Springs nor any guests shall smoke on or within the premises.

23. **ACCESS TO PREMISES:** Travel Berkeley Springs further agrees that it will allow the Town of Bath, its agents or employees to enter the Berkeley Depot at all reasonable

times, with reasonable advanced notice, without charge therefore to the Town of Bath, and without diminution of the rent payable by Travel Berkeley Springs, to examine, inspect, or to protect the same, or to prevent damage or injury to the same, or to make such alterations and repairs as the Town of Bath may deem necessary, or to exhibit the same to prospective users of the Berkeley Depot. In the event of an emergency, reasonable notice may not be given.

24. **REQUIREMENTS OF LAW:** Travel Berkeley Springs shall comply with all applicable laws, ordinances, rules, and restrictions applicable to the Berkeley Depot, an historic structure and historic site, during the term of this Lease.

25. **REPRESENTATIVES BOUND:** The covenants and conditions herein contained shall apply to and bind the heirs, executors and legal representatives of the parties hereto. This instrument may not be changed orally.

26. **NO REPRESENTATION BY TOWN OF BATH:** Neither the Town of Bath nor any agent or employee of the Town of Bath, has made any representations or promises, with respect to the Berkeley Depot except as herein expressly set forth, and no right, privileges, easements, or licenses are acquired by Travel Berkeley Springs except as herein set forth. Travel Berkeley Springs, by taking possession of the Berkeley Depot, shall accept the same “as is” and such taking of possession shall be conclusive evidence that the Berkeley Depot is in good satisfactory condition at the time of such taking of possession.

27. **INSPECTION:** Travel Berkeley Springs has inspected the premises and accepts same in “as is” condition.

28. **SURRENDER:** Travel Berkeley Springs will surrender and deliver the said Property at the expiration of the term of this Lease and remove all of its personal property prior to the termination date and leave the premises in a broom clean condition.

29. **LAWS:** This Lease shall be construed according to the laws of the State of West Virginia. In construing this Lease plural terms shall be substituted for the singular and singular for plural where the context requires. If any provision of the Lease is declared invalid or unenforceable, the remainder shall continue in full force and effect.

30. **ENTIRE AGREEMENT:** This Lease contains the entire and only agreement between the parties, and no oral statements or representations or prior written matter not contained or referred to in this instrument shall have any force or effect. This Lease shall not be modified in any way except by a writing subscribed by both parties hereto. The failure of the Town of Bath or Travel Berkeley Springs to insist upon strict performance by the other or any of the covenants or conditions of this Lease in any one or more instances shall not be construed as a waiver or relinquishment for the future of any such covenants or conditions, but the same shall be and remain in full force and effect. No waiver of any provision of this Lease shall be deemed to have been made, unless it be in writing and signed by the party to be charged therewith.

**IN WITNESS WHEREOF**, the parties hereto affix their signatures and seals:

**TOWN OF BATH, by:**

**TRAVEL BERKELEY SPRINGS, by:**

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

\_\_\_\_\_  
President

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

\_\_\_\_\_  
Secretary

**STATE OF WEST VIRGINIA  
COUNTY OF MORGAN, TO-WIT:**

I, \_\_\_\_\_, a Notary Public in and for the jurisdiction aforesaid,

do hereby certify that **Scott Merki, Mayor, Town of Bath**, whose name is signed to the foregoing **LEASE**, bearing date the \_\_\_\_ day of \_\_\_\_\_, 2024, has acknowledged the same before me in my aforesaid jurisdiction.

Given under my hand this \_\_\_\_ day of \_\_\_\_\_, 2024.

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC

**STATE OF WEST VIRGINIA  
COUNTY OF MORGAN, TO-WIT:**

I, \_\_\_\_\_, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that **Susan Webster, Recorder, Town of Bath**, whose name is signed to the foregoing **LEASE**, bearing date the \_\_\_\_ day of \_\_\_\_\_, 2024, has acknowledged the same before me in my aforesaid jurisdiction.

Given under my hand this \_\_\_\_ day of \_\_\_\_\_, 2024.

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC

**STATE OF WEST VIRGINIA  
COUNTY OF MORGAN, TO-WIT:**

I, \_\_\_\_\_, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that **Stephanie Rebant, President, Travel Berkeley Springs**, whose name is signed to the foregoing **LEASE**, bearing date the \_\_\_\_ day of \_\_\_\_\_, 2024, has acknowledged the same before me in my aforesaid jurisdiction.

Given under my hand this \_\_\_\_ day of \_\_\_\_\_, 2024.

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC

**STATE OF WEST VIRGINIA  
COUNTY OF MORGAN, TO-WIT:**

I, \_\_\_\_\_, a Notary Public in and for the jurisdiction

aforesaid, do hereby certify that **Laura Smith, Secretary, Travel Berkeley Springs**, whose name is signed to the foregoing **LEASE**, bearing date the \_\_\_\_\_ day of \_\_\_\_\_, 2024, has acknowledged the same before me in my aforesaid jurisdiction.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC

*This document prepared by:*

Richard G. Gay, Esquire  
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