

**Town of Bath Finance Committee
Regular Meeting Minutes
November 4, 2025**

1. CALL TO ORDER: By Chairwoman Webster at 4pm

2. Roll Call: Finance Committee – Susan Webster (x); Mary Lynn Hickey (x); Ryan Kessel (x)
Also present: Mayor Schene, Councilors Weber & Skinner, Bath Tree Board member Kate Lehman and Bath resident Pamela Washington

3. The Minutes of the FC meeting of October 21, 2025 were reviewed and approved by Common Consent.

It was noted at this point that Ms. Washington was present to address the FC concerning her small business on South Washington Street.

MOTION: To bring forward Public Comment on the agenda – Hickey/Kessel – Carried.

Ms. Washington of 270 S. Washington Street described her small business operation at her home and inquired about the Municipal 1% sales tax. Her application for a Bath Business License is attached. She was welcomed into the community and Mayor Schene will look into her sales tax questions and get back to her.

Tree Board member Kate Lehman outlined this Board's current financial needs of approximately \$9,000.00 to match grant funding for projects (report attached). All of the funds needed will be reimbursed to the Town upon projects completions.

MOTION: To approve advancing up to \$10,000.00 to the Bath Tree Board for project match funding to be reimbursed to the Town upon the Tree Board receiving the grant funding payment- Hickey/Kessel – Carried

4. Clerk's Report:

A. Clerk Corrick made available the Town's budget comparison, account review, bookkeeping information, internal budget revision considerations and payroll data.

a. Discussion was had concerning PEIA employees insurance costs and the anticipated rise in premium expense. This will be addressed during next year's budget preparations when more information is known.

b. There were no Property Improvement Notifications submitted.

c. There was one Facility Use application submitted and attached.

c1. The Bath Civic Trust Christmas Market submitted at request for Bath Street closure and some reserved parking meters on Fairfax Street (attached) December 12-14. This request is the same event layout as last year. Common Consent approval.

5. Grant and Special Projects Update: Grant Committee Member Hickey reported that research is being conducted for possibilities for the BSWW plant improvements, rehab and other Bath departments. The computer network upgrade for all departments is progressing with more work and maintenance agreements to be done. The BSPD is expecting the new laptop for one of the vehicles soon.

Grant funding for the Greenway Cemetery grave marking is being researched along with Historic Landmark Committee possibilities. Committee member Hickey is looking into grants for the rebuild of the Ewing Street bridge.

Clerk Corrick reported that Berry Solutions was at Town Hall November 3, conducting a preliminary review of the upgrade of the BSPD and Bath administration computers.

A. Streetscape: Co-Chair Pete Brown has submitted an updated report (attached). Concentration now is on new and improved LED lighting for Bath streets. WV DOH is working with Streetscape to correct and upgrade the Town's ADA corners to current standards. Potomac Edison is working with Co-Chair Brown and Public Works Chairman Weber to repair, replace and add updated street lights to Bath streets.

B. NBRT: Co-Chair Pete Brown submitted an updated status report (attached). The final version of the Town & County MOU (attached) has been signed by MC County Commission President Clark and is ready for the Bath Council consideration. Also ready for consideration is Resolution 2025-11-01 (attached) which enables the remediation project to move forward. The FC recommended that the Council pass both documents.

C. On Trac: update – This committee will be producing Deck the Meters this year.

5. Berkeley Springs Water Works: Chairwoman Hickey confirmed grants being sought for the repair and rehab of the BSWW plant operation. GD & F Engineering representatives will be at the next Water Committee meeting to present their opinion on achieving the order and completion of this project along with funding possibilities. A new Operator in Training has been hired.

6. Public Works: Chairman Weber has suggested a walk behind street sweeper and will keep the FC apprised of his research. New street signs and cigarette butt receptacles are also being looked into for purchase.

Weber also reported that his committee has hired a new employee for the Labor Crew which completes the Crew. Another applicant was considered a good fit for the BSWW and was hired there by Superintendent Mayhew.

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

8. The next FC Regular Meeting date is November 18, 2025 at 4pm in the Municipal Center.

9. Adjourn

Chairwoman *Susan J. Weber* Date *11-18-2025*

Sharon Corrick

From: brefarristob@gmail.com
Sent: Tuesday, October 21, 2025 2:57 PM
To: Sharron Corrick; Susan Webster; 'Mary Lynn Hickey'; Ryan Kessel
Subject: FW: Finance Meeting

Please see email below.

Breauna Farris
BSWW Office Manager
OnTRAC Executive Director
Town of Bath
Townofbathwv.gov
Phone: 304-258-1102
Email: Brefarristob@gmail.com
271 Wilkes Street, Berkeley Springs, WV 25411

From: knuckollsbsww@gmail.com <knuckollsbsww@gmail.com>
Sent: Tuesday, October 21, 2025 2:49 PM
To: brefarristob@gmail.com
Subject: Finance Meeting

Pamela Washington would like to be added to the next finance meeting 11/4. She would like to discuss her business and to see if anyone has questions about said business.

Katie Nuckolls
Berkeley Spring Water Works
(304) 258-1290
knuckollsbsww@gmail.com
bsww@wvdsi.net

**Town of Bath Finance Committee
Regular Meeting Minutes
October 21, 2025**

1. CALL TO ORDER: By Chairwoman Webster at 4pm

2. Roll Call: Finance Committee – Susan Webster (x); Mary Lynn Hickey (x); Ryan Kessel (x)
Also present: Mayor Schene, Councilman Weber, TBS Executive Director Dusty Martin, Bath Tree Board member Kate Lehman

3. The Minutes of the FC meeting of October 7, 2025 were reviewed and approved by Common Consent with one clarification of Grant Committee member positions.

4. Clerk's Report:

A. Assistant Clerk Farris made available the Town's budget comparison, account review, bookkeeping information, internal budget revision considerations and payroll data.

a. There was one Property Improvement Notification submitted and attached.

A1. 259 Fairfax Street – Roof repair

This notification was reviewed and will be sent to the Morgan County Assessors Office for processing.

b. There was one Facility Use application submitted and attached.

B1. Panhandle Printing & Design requested the use of the Depot lot for parking on October 22 from 11am-2pm for their Grand Opening. Common Consent approval.

c. Clerk Farris submitted a Request for Revision to Approved Budget of 2026 (attached). The request reflects a net increase in the Bath revenue largely due to the recent implementation of the Municipal 1% sales tax. The revision is between departments so must be approved by the WV State Auditors Office. Resolution 2025-10-01 (attached) was presented for review. The FC concurred to recommend Council approve this revision. .

5. Grant and Special Projects Update: Grant Committee Member Hickey reported that most grants are in holding and that research is being conducted for possibilities for the BSWW plant improvements and rehab and other Bath departments. The computer network upgrade for all departments is progressing with more work and maintenance agreements to be done. The BSPD is expecting the new laptop for one of the vehicles soon. Chairwoman Webster will try to get in touch with a former Morgan County Commission Grant Administrator to set up a meeting with the Grant Committee and Mayor for possible free lance work opportunities.

A. Streetscape: Co- Chair Pete Brown has submitted an updated report (attached). Concentration now is on new and improved LED lighting for Bath streets. WV DOH is working with Streetscape to correct and upgrade the Town's ADA corners to current standards.

B. NBRT Co-Chair Pete Brown submitted an updated status report (attached). This committee is working on the work statement for the remediation contract and a timeline for coordination of remediation and CDS Trail Head Project.

C. On Trac update – The Depot lot Apple Butter lot parking project brought in approximately \$5,000.00 and was a success.

D. Tree Board- Member Kate Lehman was present to report on the activities of this Board and current work and grant status. She has submitted an updated report (attached).

5. Berkeley Springs Water Works: Chairwoman Hickey described ongoing engineering work with GD&F Engineering firm. US Silica, the Morgan County Commissioners and WV State representatives have been made aware of the PER from GD&F recommending that the BSWW not take over the US Silica private water line. A copy of this report has been given to Commissioner Forney.

6. Public Works: Chairman Weber presented an equipment purchase request for discussion. There has been several street sweeper demonstrations of late with varying results. His suggestion at this point is a walk behind street sweeper. He will keep the FC apprised of his research.

Interest was shown in the replacement of street signs and cigarette butt receptacles. Weber also reported that that the Labor Crew is doing quite well in spite of being one worker fewer at this point. Interviews are being conducted to fill the vacancy.

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

8. The next FC Regular Meeting date is November 4, 2025 at 4pm in the Municipal Center.

9. Adjourn

Chairwoman _____ Date _____



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

NAME OF EVENT: BATH CHRISTMAS MARKET WV "AN ENCHANTED MOST ROMANTIC CHRISTMAS"

DATE(S) OF EVENT: 12/12/2025 - 12/14/2025

REQUESTING GROUP OR ORGANIZATION: Bath Christmas Market, WV

BEGINNING AND ENDING TIMES: See attachment - multiple dates and times for event and skating

PROPERTY REQUESTED: Train Depot / Meters Closed / Upper Bath Street Closed / Lot Behind Truist

PURPOSE OF USE: Train Depot -Parking for event for all three days / TO BRING COMMERCE INTO OUR TOWN OF BATH FOR THE HOLIDAY SEASON

STREET/METER CLOSURES REQUESTED WITH DETAILS: N Fairfax (8) along the lot behind Truist, 4-5 meters for storage unit on Upper Fairfax, 2 meters in front of Whole Latte Love for HC/Drop-off, Upper Bath Street closed - Open for Truist

WILL ADMISSION BE CHARGED OR PRODUCT SOLD: No admission, charge for ice-skating, products sold

NUMBER OF VENDORS AT EVENT/FESTIVAL: 5-6 shops, 3-4 civic orgs, coffee trailer at lot

NAME OF RESPONSIBLE PERSON: Claire Schene

MAILING ADDRESS: 175 Wilkes Street, Berkeley Springs, WV 25411

TELEPHONE NUMBER: 410-428-3516

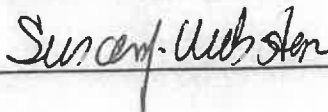
EMAIL: bathchristmasmarketwv@gmail.com

DATE APPLICATION SUBMITTED: 11-4-25

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:
 - Proof of Insurance on File

Signature of Approval:  Date: 11-4-2025



BATH CHRISTMAS MARKET, WV

Contact: Claire Schene

410-428-3516

bathchristmarmarketwv@gmail.com

Volunteers Needed!

Can you help with the event itself? Can you help with the behind the scenes? Dates below:

THURSDAY 12/11/2025 – 9am – Set-up until completed

FRIDAY 12/12/2025 – Noon-6pm – 2 HOUR increments

SATURDAY 12/13/2025 – 9am-5pm – 2 HOUR increments

SUNDAY 12/14/2025 – 9am-2pm – BREAKDOWN 2-7

Send your contact information to the email above for questions on how you can help with this special event!



Tree Board Report to the Council

November 4, 2025

Kate Lehman

During the week of October 23, Truax Tree Service cut down 7 trees on the east side of North Washington Street between Congress Street and Court House Alley. He removed and trimmed numerous trees at the east end of the new Greenway Cemetery that runs adjacent to Johnson Mill Road. Finally, he removed 5 Bradford pears on Fairfax Street between Mercer and Green streets.

These trees were cut down to enhance public safety and wellbeing, as well as to reduce the number of invasive trees on town streets.

Tomorrow Sunny Meadows Garden Center will deliver 35 trees, which will be planted by Blades and Spades. These trees will replace those that have been removed.

Before November 11, Truax Tree Service will trim and/or remove trees in the south section of Old Greenway Cemetery. The job will be completed before the program to commemorate the restored grave of Brevet General Simon F. Barstow and the guided tour to note the graves of 45 Union and 15 Confederate soldiers.

All the work has been paid for either by the Community Tree or the Demonstration City Grant.

The next Tree Board meeting is Wednesday, November 19. All are welcome to attend.



Client: 4155543

Printed on: 10/21/2025

Created on: 10/21/2025

The Town of Bath
Attn: Kate Lehman
271 Wilkes St
Berkeley Springs, WV 25411
Mobile Phone: 304-279-0717 - Kate Lehman
Business: 304.258.1102
E-Mail Address: goldfairy39@gmail.com

Bartlett Tree Experts
Colton Aaron - Representative
951 Progress Road
Chambersburg, PA 17201
Mobile Phone: 240-878-1359 (Text Okay)
E-Mail Address: caaron@bartlett.com
Business: 304-876-8167

Property Address: Town trees, Berkeley Springs, WV 25411

The following program is recommended for certain trees and shrubs on your property. In addition to a thorough plant health care program, or the specific services recommended, Bartlett Tree Experts also recommends having a tree risk assessment qualified arborist conduct a tree risk assessment on your property periodically to assist you in identifying potential risks of tree or limb failure and the potential consequences of such tree or limb failure relating to your trees and shrubs. An inspection of trees or shrubs for the purpose of writing a recommendation or conducting plant health care or tree care services is not a tree risk assessment. THIS IS NOT AN INVOICE.

Thank you for selecting the Bartlett Tree Expert Company to provide you with scientific tree and shrub care. This proposal is based on my knowledge and inspection of your trees and shrubs.

Your decision to employ Bartlett, as the contractor for this work will ensure that certified tree experts and arborists are available to consult with you on all phases of protecting and maintaining the trees and shrubs on your property.

Memorandum of insurance is available at www.yorkintl.com/bartlettCOI

Consulting:

Consultation

SCOPE OF WORK

Bartlett Tree Experts will provide arboricultural consulting services in the form of a Consultation for trees designated by the client located at Town trees, Berkeley Springs, WV 25411.

Bartlett Tree Expert's service will conclude upon delivery of the agreed upon final work product.

- **SPECIFIC SCOPE OF WORK:**

Bartlett Tree Experts will conduct a tree inventory for the specified trees as identified by the owner/client. The complete scope of the assignment is listed below:

1. Schedule a site visit by a qualified arborist within 30 days of a signed proposal to inspect the specified trees according to the specific scope of work provided below.

Greenway Cemetery Woodlot

- " Inventory all trees 6-inches or larger at 4.5 feet above grade (Dbh) collecting species, size, condition
- " Removal recommendations for dead or dying trees 6-inches and larger
- " Identify all 'Heritage' trees as defined by Town of Bath (Criteria provided by client)
- " Identified Heritage trees will have recommendations to improve health and condition

Cemeteries (Old English, Old Dutch, Old Section of Greenway)

- " Identify all 'Heritage' trees as defined by Town of Bath (Criteria provided by client)
- " Identified Heritage trees will have recommendations to improve health and condition
- " Removal recommendations for dead or dying trees 6-inches and larger

2.. Inventoried trees will be physically tagged/assigned with a corresponding ID number that will be referenced on maps and within the final deliverable(s).

3. Provide a Management Plan that will present the results of the inventory within 30 days of the inspection. The report will include:

* tree selection criteria and inventory methodology used

* map of tree locations

* tree descriptions including:

- ID number
- species
- trunk diameter (measured at 54 inches)
- condition class (good, fair, poor, dead)
- Heritage Tree (yes,no)
- soil care recommendations
- plant health care recommendations
- tree and shrub work recommendations such as: pruning, removal, structural support installation, and/or lightning protection

system installation

- tree and shrub work phase (1, 2, 3, 4, or 5)
- tree and shrub work category (maintenance, developmental, ornamental, specialized)
- observed pests/diseases
- estimated tree asset value

If estimated tree asset value has been selected as a desired attribute, Bartlett will use an average per square inch nursery price, size (DBH), species factor, condition factor, and location factor to estimate the tree asset value. This is not intended to replace a tree appraisal.

.....
Total for 'Consulting'

Amount: \$5,454.52
.....

Client: 4155543

Printed on: 10/21/2025

Created on: 10/21/2025

Thank you for the confidence you place in the Bartlett Tree Expert Company. If you have any questions about my recommendations, please feel free to contact me.

Please sign below to approve the items listed in the proposal and send or fax a copy to our office. If not all items are selected at this time, please designate the portions you have selected and I will schedule the treatments accordingly.

Thank you,

Colton Aaron
Arborist Representative
Shepherd University; ISA Certified Arborist; TCIA CTSP; ISA TRAQ

CONDITION OF PROPOSAL

This offer is valid for 45 days. Unless accepted, our offer will be considered withdrawn after 45 days.

Before entering into this agreement, the owner/client must inform Bartlett Tree Experts of any additional requirements that may affect the work or proposal pricing (such as the owner/client's contractual terms, the owner/client's insurance requirements, or the owner/client's timing requirements of the work). Bartlett Tree Experts reserves the right to terminate the contract, without penalty, and submit a revised proposal and pricing if the owner/client presents additional requirements after they have accepted the original proposal.

All information provided by Bartlett Tree Experts, pursuant to the Scope of Work, will be based on the conditions and characteristics of the tree(s), shrub(s), vegetation, or other criteria observed at the time of the inspection or in fulfillment of the assignment. Bartlett Tree Experts can make no guarantees or warranties of any kind that all conditions or defects will be observed, detected, or factored into the overall report or recommendations, nor does it accept any liability in any manner whatsoever for any damage caused by any tree on this property, whether the tree was inventoried, inspected, or present during the fulfillment of the assigned work; or not.

In addition, to the fullest extent permitted by law, the owner/client agrees to indemnify and hold harmless Bartlett Tree Experts from any third party lawsuits or claims based on the past, present, or future conditions of the owner/client's trees, or decisions made by the owner/client regarding the trees, or injuries or damages caused by any future tree or tree part failures, which are under the ownership and control of the owner/client, that Bartlett Tree Experts may suffer as the result of any negligent action, inaction, or decisions made by the owner/client regarding the trees.

The owner/client also understands and acknowledges that the proposed services described in the Scope of Work are not intended to provide a Tree Risk Assessment as defined by industry standards. The owner/client should not infer that any information contained in, or absent from, the accompanying inspection, report, or deliverable material is meant to declare a tree or group of trees to be "safe" or the risk of failure mitigated in any way.

NEED FOR FUTURE INSPECTIONS

It shall be the responsibility of the owner/client to ensure that a qualified arborist inspects all trees annually, or after any major weather event, to monitor the risk associated with the trees on the aforementioned property.

Client: 4155543

Printed on: 10/21/2025

Created on: 10/21/2025

Please review the terms and conditions attached, which become part of the agreement, and sign and return one copy authorizing the program.

_____	_____
(Customer Signature)	(Date)
_____	10/21/2025
(Bartlett Representative - Colton Aaron)	(Date)

Prices are guaranteed if accepted within thirty days.
All accounts are net payable upon receipt of invoice.

Work is done in accordance with ANSI A300 Tree Care Standards.

To access a certificate of liability insurance for Bartlett Tree Experts, please navigate to <http://www.bartlett.com/BartlettCOI.pdf>

A Job Site Safety Analysis was completed for your property, please contact your arborist for further details.

Bartlett Tree Experts does not sell client information to third parties. However, Bartlett may need to retain client information for digital advertising purposes. For further information on the type of client information collected, the purpose for which information may be used, and any client's ability to access and/or opt out of such use, please visit Bartlett's privacy policy on our website: <https://www.bartlett.com/privacy-policy.cfm>

**Status Update of Streetscape & NBRT Projects for Town Council
November 4, 2025**

STREETSCAPE

Phase VI Design Grant and DOH Funding Agreement

- Nothing new to report.
- Next Steps:
 - FHWA Authorization to spend Awarded Federal Grant Funds
 - DOH Notice to Proceed (NTP) with the Thrasher Design Work Task Order

Phase VI Construction and Completion of Phase V Streetlights Grant Applications

- Nothing new to report

DOH District 5 Planning for the Update of Existing Streetscape ADA Corners

- Advising D5 of likely mistake on 1 corner (Fairfax and Mercer) that should be compliant in its current configuration. This corner does not need a DWS update.

Other On-Going Projects for Town:

- Provided current HPS light inventory, locations, wattage and proposed transition plan for HPS to LED streetlights in areas of the Town. Plan to obtain proposal, costs, etc from Potomac Edison soon. If approved, Potomac Edison can convert up to 50 lights per year. This would begin in the business areas. Will set up meeting with Sharron and Rick Weber to prepare basis for Potomac Edison proposal.
- Independence Street: waiting for cost estimate/quote from Thrasher (Jeff Gola) to complete 30% Design and Cost Estimate for further consideration.

NBRT

Depot Parcel 1A Remediation:

- Final version of Town & County MOA signed by County and ready for Town Council action today.
- Next Task Force regular monthly meeting will be on Nov 12th at 4 PM in Commissioners Conference Room. Agenda Items are:
 - Items from DOH Oct 10th Conference call
 - Update on CDS Trailhead Project Planning & Engineering Contract
 - Town-County MOA for Parcel 1A Remediation work & funding
 - Plans for Parcel 1A Remediation Contract
- First Draft of Work Statement for Remediation Contract completed and in Review
- Updating Timeline for coordination of Remediation & CDS Trailhead Project

Pete Brown
Streetscape Committee

Town of Bath Resolution

2025-11-01

***WHEREAS**, the Town of Bath is an incorporated municipality in the State of West Virginia, and*

***WHEREAS**, the West Virginia Department of Transportation, Division of Highways has provided Supplemental Agreement 4 for the North Berkeley Rail Trail that assigns the Town of Bath as a Co-Sponsor with the Morgan County Commission of State Project: U333-NBR/T-1. 02; Federal Project: NRT-2012(074)DTC Construction (North Berkeley Rail Trail); and*

***WHEREAS**, the Town of Bath Council is in agreement with the Supplemental Agreement 4 Co-Sponsor assignment and adjustments in the Scope of Work. This assigns the Co-Sponsors to complete the work that is required to fulfill the existing Voluntary Remediation Agreement (VRA) between the Town of Bath and the West Virginia Department of Environmental Protection (WVDEP) for Parcel 1A of the Future Depot Trailhead of the NBRT; and*

***WHEREAS**, the Town of Bath and Morgan County Commission, as co-sponsors, have prepared a Memorandum of Agreement to outline Specific and Joint Responsibilities and coordination with regard to accomplishment, funding and certification of remediation work that will fulfill the existing VRA. Funds from the Supplemental Agreement 4 will be used; and.*

***NOW, THEREFORE, BE IT RESOLVED**, that the Town of Bath Town Council authorizes the Mayor to execute Supplemental Agreement #4, along with all related documents, and to take necessary actions as outlined in its Scope of Work to ensure the successful continuation of the North Berkeley Rail Trail Project.*

Adopted this 4th day of November, 2025.

Greg Schene, Mayor

Susan Webster, Recorder

**Agreement Between the
Town of Bath and the Morgan County Commission
Regarding Remediation of Berkeley Springs Depot Parcel 1A
and
Completion of the North Berkeley Rail Trail Trailhead**

WHEREAS, the parcels known as the Berkeley Springs Depot, identified as Parcels 1A, 1B, and 3, are owned by the Town of Bath and designated as a brownfield site under the West Virginia Department of Environmental Protection (WVDEP) Voluntary Remediation Agreement (VRA), as amended; which requires that all soil disturbance activities be conducted under the oversight of a Licensed Remediation Specialist (LRS) of record for the Town of Bath; and

WHEREAS, the West Virginia Division of Highways (WVDOH) has prepared draft engineering drawings for the construction of the North Berkeley Rail Trail (NBRT), which incorporate the remediation of Parcel 1A (P1A) in accordance with the approved Remediation Action Work Plan (RAWP); and

WHEREAS, the Town of Bath and the Morgan County Commission (together, the Parties) desire to cooperate as co-sponsors of the NBRT Trailhead to ensure the completion of remediation activities and construction of the trailhead, thereby advancing community infrastructure, recreational opportunities, and economic investment;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties agree as follows:

Section 1. Responsibilities of the Town of Bath

1.1 Compliance with Remediation Guidance.

The Town of Bath shall perform all remediation activities in accordance with the guidance and requirements approved under the Voluntary Remediation Program (VRP).

1.2 Administration and Oversight.

The Town shall administer the procurement of contractors and ensure oversight by the Licensed Remediation Specialist (LRS) as required by the VRP. The Town shall be responsible for submitting all required documentation to the WVDEP and obtaining all necessary approvals. The Town's contracted LRS shall oversee this process and secure a Certificate of Completion from WVDEP upon completion of all remediation activities for P1A.

1.3 Reporting of Soil Disturbances.

The Town shall report all soil disturbances to the LRS, including, without limitation, excavation associated with the installation of utilities, pavilions, restrooms, fencing, or other amenities and structures.

1.4 Procurement of Contractor.

The Town shall procure, through a qualified process, a contractor to complete the remediation requirements in a phased approach, as follows:

(a) **Phase 1:** Installation of soil and vegetative cap and cover, implementation of tree protection measures, completion of necessary drainage improvements, and placement of a gravel base.

(b) **Phase 2:** Paving of the parking area.

1.5 Collaboration with County.

The Town shall collaborate with the Morgan County Commission in decisions arising during the course of remediation and trailhead construction.

Section 2. Responsibilities of the Morgan County Commission

2.1 Agreement with WVDOH.

The Morgan County Commission shall enter into an agreement with the WVDOH regarding reimbursement of costs associated with physical remediation, including payments to contractors, vendors for materials, and other obligations under the RAWP.

2.2 Reimbursement of Town.

Upon submission of invoices by the Town of Bath for eligible physical remediation costs, the County shall pay invoices and submit reimbursement from WVDOH.

2.3 Collaboration with Town.

The County shall collaborate with the Town of Bath in decisions arising during the course of remediation and trailhead construction.

Section 3. Joint Responsibilities

3.1 Coordination of Activities.

The Parties shall coordinate all activities necessary to ensure compliance with the VRP, the RAWP, and applicable agreements with WVDEP and WVDOH.

3.2 Communication.

The Parties shall maintain open and timely communication regarding the progress of remediation and trailhead construction, including regular updates on milestones, expenditures, and approvals.

3.3 Decision-Making.

The Parties shall confer in good faith to reach mutual agreement on any material decisions affecting remediation or trailhead construction.

3.4 Dispute Resolution.

In the event of a dispute regarding responsibilities or obligations under this Agreement, the Parties shall first attempt to resolve the matter through direct negotiation between designated representatives prior to seeking judicial relief.

Section 4. General Provisions

4.1 Term.

This Agreement shall commence on the Effective Date and shall remain in effect until completion of the remediation and trailhead construction, unless earlier terminated in accordance with Section 4.2.

4.2 Termination.

Either Party may terminate this Agreement upon ninety (90) days' written notice to the other Party. Termination shall not relieve either Party of obligations incurred prior to the effective date of termination.

4.3 Amendments.

This Agreement may be amended only by a written instrument executed by authorized representatives of both Parties.

4.4 Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of West Virginia.

4.5 Entire Agreement.

This Agreement constitutes the entire understanding between the Parties with respect to the subject matter herein and supersedes all prior discussions, negotiations, and agreements, whether oral or written.

Signatures

Town of Bath Morgan County Commission

By: _____
Name: Greg Schene

Title: Mayor

Date:

By:  _____
Name: Bill Clark

Title: President

Date: 10/13/2025

Exhibit A

Summary of Parcels, Phases of Remediation, and Responsibilities

Property Description

- **Parcel 1A (P1A):** Subject to remediation under the Remediation Action Work Plan (RAWP).
- **Parcel 1B and Parcel 3:** Owned by the Town of Bath and included within the WVDEP Voluntary Remediation Agreement (VRA), as amended.
- Collectively referred to as the Berkeley Springs Depot Parcels.

Phased Remediation Plan for Parcel 1A

- **Phase 1**
 - Installation of soil and vegetative cap and cover.
 - Implementation of tree protection measures.
 - Construction of necessary drainage improvements.
 - Placement of gravel base.
- **Phase 2**
 - Paving of the parking area.

Responsibilities

- **Town of Bath**
 - Procure qualified contractor(s) for remediation work.
 - Administer contracts and ensure oversight by Licensed Remediation Specialist (LRS).
 - Submit required documentation and obtain approvals from WVDEP.
 - Report all soil disturbances to the LRS.
- **Morgan County Commission**
 - Enter into agreement with WVDOH regarding reimbursement of remediation costs.
 - Reimburse the Town of Bath for eligible costs upon submission of invoices.
- **Joint Responsibilities**
 - Collaborate on decision-making related to remediation and trailhead construction.
 - Maintain open communication and coordination during all phases of work.
 - Resolve disputes in good faith.

Exhibit B Project Timeline and Milestones

The following timeline sets forth the anticipated milestones for remediation of Parcel 1A (P1A) and construction of the trailhead as part of the North Berkeley Rail Trail (NBRT). Dates are subject to adjustment upon mutual written agreement of the Parties.

Phase 1 – Site Preparation and Remediation

Milestone	Item	Target Date
1	Procurement of qualified remediation contractor.	
2	Commencement of Phase 1 remediation activities (soil and vegetative cap and cover, tree protection, drainage improvements, gravel base).	
3	Completion of Phase 1 remediation.	

Phase 2 – Trailhead Development

Milestone	Item	Target Date
4	Commencement of Phase 2 construction (paving of parking area).	
5	Completion of Phase 2 and submission of documentation to WVDEP.	
6	Issuance of Certificate of Completion by WVDEP for P1A.	

Exhibit C

Budget and Cost-Sharing Framework

The following framework governs the allocation of costs, reimbursement procedures, and documentation requirements associated with the remediation of Parcel 1A (P1A) and construction of the trailhead for the North Berkeley Rail Trail (NBRT).

1. Eligible Costs

Eligible costs for reimbursement to the Morgan County Commission (County) from WVDODH shall include, but are not limited to:

- Contractor labor, equipment, and mobilization directly related to remediation and trailhead construction.
- Materials and supplies necessary for implementation of the Remediation Action Work Plan (RAWP), including but not limited to soil, vegetation, gravel, drainage materials, and pavement.

2. Ineligible Costs

- Licensed Remediation Specialist (LRS) oversight and reporting costs.
- Permitting and inspection fees directly attributable to remediation activities.

3. Reimbursement Procedures

Upon completion of the work as described in Exhibit A, the Town shall submit invoice to the County. Each submission from the Town shall include:

- Copies of vendor or contractor invoices.
- A certification by the Town's LRS, where applicable, that the invoiced work conforms to RAWP requirements.
- The County shall review and pay invoices within thirty (30) days of receipt.
- The County shall request reimbursement from WVDODH, subject to the requirements of this Exhibit.
- Reimbursement shall be limited to actual, documented expenditures that are reasonable, necessary, and consistent with the RAWP.



State of West Virginia
 Invoice
 DIVISION OF HIGHWAYS

Customer Number	Orig. Inv. Date	Orig. Due Date
000000212810	03-07-24	04-08-24
Customer Name	Invoice Number	Invoice Date
TOWN OF BATH	MI24000008	03-08-24

Invoice Charges :

Ref Line No.	Description	Date of Service	No of Units	Unit of Measure	Unit Price	Charges/Credit
1	2015 279 SPONSOR MATCH FOR THE TOWN OF BATH TRAIN DEPOT					\$8,614.00
Total :						\$8,614.00

BALANCE DUE

OCT 21 2025

45 Days From Date Shown

*Received
10/24/25*
[Signature]

Instructions

PLEASE RETURN THE ENTIRE INVOICE WITH YOUR PAYMENT. DO NOT MAKE ANY ALTERATIONS TO INVOICE OR REMOVE THE REMITTANCE STUB.

SP 200

MAKE CHECKS PAYABLE TO:
 WV Division of Highways

REMIT TO:
 DIVISION OF HIGHWAYS (TRES./RPD)
 PO BOX 40287
 CHARLESTON WV 25364

RETURN SERVICE REQUESTED

BILLING QUESTIONS, CALL: Accounts Receivable, 304-558-3122

ADDRESSEE:

TOWN OF BATH
 271 WILKES ST RM A
 BERKELEY SPRINGS WV 25411-5301

8614.00

REQ03MI24000008

Sharon Corrick

From: Richard Gay <richardgay@rglawoffices.com>
Sent: Thursday, October 30, 2025 10:52 AM
To: townofbath@wvdsi.net
Cc: 'Susan Webster'; 'Greg Schene'; Mary Lynn Hickey; Ryan Kessel
Subject: RE: Train Depot DOH Invoice

Good morning Sharron:

You should respond and you can attach my letter.

Very Truly Yours,

Richard G. Gay, Esquire
Law Office of Richard G. Gay, LC
11 N. Washington St., 2nd Fl.
Berkeley Springs, WV 25411
304-258-1966

CONFIDENTIAL AND PRIVILEGED: This e-mail and any attachments are confidential and may be protected by legal privilege. If you have received this e-mail in error, please notify us immediately by returning it to the sender. Thank you for your cooperation.

From: Sharon Corrick <townofbath@wvdsi.net>
Sent: Wednesday, October 29, 2025 3:33 PM
To: Richard Gay <richardgay@rglawoffices.com>
Cc: 'Susan Webster' <susanjwebster1@comcast.net>; 'Greg Schene' <greg.schene@gmail.com>; Mary Lynn Hickey <marylynnhickey@gmail.com>; Ryan Kessel <ryan_kessel@yahoo.com>
Subject: Train Depot DOH Invoice

Good afternoon Dick, the Town has been blessed with another request from DOH for the Train Depot. I have also attached your response regarding your findings. Do you feel we should respond to the request?

Regards,

Sharron A. Corrick

Historic Town of Bath
271 Wilkes Street
Berkeley Springs, WV 25411
Phone: (304)-258-1102
Fax: (304)-258-2638
Email:townofbath@wvdsi.net



LAW OFFICE
Of
RICHARD G. GAY, L.C.

11 N. WASHINGTON ST., 2ND FL.
BERKELEY SPRINGS
WEST VIRGINIA 25411
Phone: 304.258.1966 • Fax: 304.258.1967
richardgay@rglawoffices.com

RICHARD G. GAY
ADMITTED IN WEST VIRGINIA, PENNSYLVANIA, OHIO,
AND THE DISTRICT OF COLUMBIA

September 2, 2025

Sharron Corrick
Town of Bath Clerk
271 Wilkes Street
Berkeley Springs, WV 25411

VIA EMAIL

**RE: WVDOH CONTRACT MARCH 21, 2018, CONCERNING THE
REHABILITATION OF THE BERKELEY SPRINGS TRAIN DEPOT**

Dear Sharron:

I have reviewed the March 21, 2018 contract, and specifically paragraphs (D) and (E).

Paragraph (E) states:

“The SPONSOR has provided documentation of properly donated property to the PROJECT whose value equals or exceeds the twenty percent (20%) required match of eight thousand six hundred fourteen dollars (\$8,614), such amount being a maximum of the twenty percent (20%) of the total cost of the PROJECT.”

The invoice you are receiving from the WVDOH is \$8,614, which was matched by property the Town donated, according to paragraph (E).

The only other alternative would be paragraph (D), which in part states:

“SPONSOR will also be responsible, at the one hundred percent (100%) level, for any and all costs in excess of the total eligible project cost as set by this Agreement, including any deficiencies found upon inspection/final inspection of the project or deviation from the plans and specifications approved by DEPARTMENT. SPONSOR’S twenty percent (20%) match for the estimated total eligible project cost is eight thousand six hundred fourteen dollars (\$8,614).”

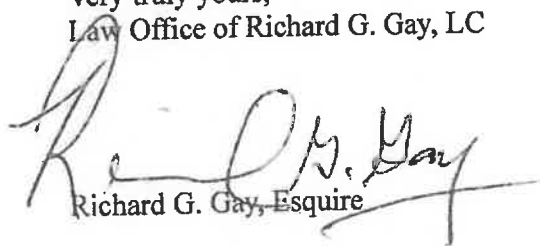
September 2, 2025

Sharron Corrick
Page 2

Therefore, unless we have costs that exceed the total cost of the project, including the Town's donation of \$8,614 by property, then in my opinion, it is clear that the \$8,614 applies to the property the Town donated, and the Town owes nothing to the WVDOH under this contract.

If you have further questions or if the WVDOH continues to request this payment, please let me know.

Very truly yours,
Law Office of Richard G. Gay, LC



Richard G. Gay, Esquire

RGG/skf