

JEFFERSON COUNTY COMMISSION
THIRD QUARTERLY SESSION - JULY- SEPTEMBER 2022
THURSDAY, SEPTEMBER 1, 2022
9:30 A.M.
County Commission Meeting Room located
at the Old Charles Town Library
200 E. Washington Street, Charles Town, WV

***This meeting will NOT be a LIVE broadcast on our website. Instead, it will be accessible live through GoToWebinar. Invites will be posted on Facebook and email alerts.*

CALL TO ORDER

PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

- August 18, 2022 Regular Meeting

APPROVAL OF REQUISITIONS

- September 1, 2022

APPROVAL OF ACCOUNTS PAYABLE

- August 25, 2022
- September 1, 2022

APPROVAL OF MANUAL CHECKS

- August 26, 2022
- September 2, 2022

APPROVAL OF PAYROLL

- August 19, 2022

ANNOUNCEMENTS

- Report if there are changes in the agenda if applicable

PUBLIC COMMENT

You may participate in public comment virtually by raising your hand in the GoToWebinar control panel. Please submit comments via email to info@jeffersoncountywv.org. Your comments will be included in the minutes and agenda correspondence. Please include your name.

PRESENTATIONS

1. 9:40 a.m. Tom Hansen, Sheriff
 - Grant Application/Resolution
2. 9:45 a.m. Roger Goodwin, Chief County Engineer
 - Residential, Commercial, and Social Farm/Facilities – Building Permit Fees
3. 10:00 a.m. Lynn Fields, Probate Office
 - Closure of the Estates of Lindsay R. Hurst, III and Patsy Ann Hurst
 - Petition to Remove Executor Edward Wise from the Estate of Irma Jean Wise, deceased
 - Request to Appoint Fiduciary Commissioner for Estate of Larry K. Crouse, Sr.
4. 10:20 a.m. Interviews and Appointments
 - Jefferson County Development Authority: one unexpired term for Citizen Representative ending April 5, 2024
 - Jefferson County Farmland Protection Board: two four-year terms ending September 7, 2026 – Non-Farmer/Public representative and Conservation District representative
5. 10:30 a.m. Liz Wheeler, Director, Jefferson County Farmland Protection Board
 - Approval of Purchase of two Agricultural Conservation Easements as follows:
 - o Brown Family Trust (Property 2019-01)
 - o John C. Hendricks (Property 2020-03)
6. 10:45 a.m. Kat Hagedorn, Family Resource Network of the Panhandle
 - Invitation to participate in community collaborative meetings on housing issues in the tri-county area
7. 11:00 a.m. Laurel Ziemianski, Hill Top House Hotel
 - Request for Special Meeting to conduct a Hill Top House Hotel TIF Workshop
8. 11:15 a.m. Michelle Gordon, Finance Director
 - Consideration of probationary increase for County Administrator
9. 11:20 a.m. Nathan Cochran, Assistant Prosecuting Attorney
 - a. Discussion of legal issues and potential action regarding proposed Solar Text Amendment to the Jefferson County Zoning and Land Development Ordinance, File #ZTA22-01, including bonding, comprehensive plan, and related matters. Discussion of public hearing on proposed text amendment, review and consideration of amendment text, adoption of amendment and/or modification of amendment text and/or Planning Commission review and associated fees. Discussion of Jefferson County Circuit Court Civil Action No.'s 2021-C- 33 through 37 and Jefferson County Circuit Court Civil Action No.'s 2021-C-46 through 50, Jefferson County Circuit Court Civil Action No. CC-19-2022-C-6, Jefferson County Circuit Court Civil Action No. 2022-C-81, and WV Supreme Court No.'s 21-0727, 21-0728, and 21- 0731.
 - b. Discussion of Jefferson County Circuit Court Civil Action No. 22-C-85.
 - c. Discussion of Jefferson County Circuit Court Civil Action No. 22-C-48.
 - d. Discussion of W.Va. Human Rights Comm. Case No. EREP-49-21.
 - e. Consider matters involving or affecting the construction, planning, or purchase, sale, or lease of property.
 - f. Report by counsel on opioid case. (Jefferson County Commission v. Purdue Pharmaceutical, et al. US District Court, Northern District of West Virginia, Civil Action #1:17-OP-45170).

OLD BUSINESS

10. Discussion of permitting and approvals by the West Virginia Fire Marshall / Fire Commission and West Virginia Office of Emergency Medical Services.

COUNTY ADMINISTRATOR REPORTS

COUNTY COMMISISON REPORTS

-----AFTERNOON SESSION-----

11. 1:00 p.m. ARPA Presentations and Discussions
12. **ADJOURN**

CORRESPONDENCE AND INFORMATION

Letter from the Sheriff's Office re: availability of the Delinquent Tax Listing

Press Releases concerning the transition of county emergency medical services

Correspondence received from the following: Susan Pipes, Jennifer Krouse, David Tabb, Dena O'Neill, and Craig Horn

At all times the County Commission reserves the right to rearrange agenda times because of time constraints and to accommodate the Commission schedule or the public.

Minutes

Jefferson County Commission

Thursday, August 18, 2022

A meeting of the Jefferson County Commission was held on Thursday, August 18, 2022 during the third quarterly session at 6:00p.m. The meeting was held via GoToWebinar and in-person. Present were Caleb Hudson, President, Steve Stolipher, Vice President, and Commissioners Clare Ath, Tricia Jackson, and Jane Tabb. Also present were John Nissel, County Administrator, Michelle Gordon, Finance Director, Sorayda Pitts, Administrative Assistant and Jessica Carroll, Assistant Deputy County Administrator (The archived meeting of the Thursday, August 18, 2022 meeting is available on the Jefferson County Commission website.)

PLEDGE OF ALLEGIANCE

Commissioner Hudson led the Pledge of Allegiance.

APPROVAL OF MINUTES

Motion by Mr. Hudson to approve the August 4, 2022 regular Meeting Minutes as presented. Motion seconded and unanimously approved.

Motion by Mr. Hudson to approve the August 11, 2022 Special Session Meeting Minutes as presented. Motion seconded and unanimously approved.

Motion by Mr. Hudson to approve the August 11, 202 Special Session Meeting Minutes as presented. Motion seconded and unanimously approved.

APPROVAL OF PAYROLL

Motion by Mr. Hudson to approve the Payroll for August 5, 2022 in the amount of \$ 275,072.49 Motion seconded and unanimously approved.

APPROVAL OF REQUISITIONS

Motion by Mr. Hudson to approve the Requisitions for August 18, 2022 in the amount of \$387,908.24. Motion seconded and unanimously approved.

APPROVAL OF ACCOUNTS PAYABLE

CHECK#		VENDOR NAME		AMOUNT
86706		AMERIFLEX		125.80
86707		AT&T		39.70
86708		CPI-COMPUTER PROJECTS OF ILLINOIS		1,980.00
86709		DAVID COLBERT		4,392.25
86710		DEBBIE LOWE		1,599.95
86711		DOUGLAS H FLETCHER		66.41
86712		ELIZABETH JUNE BOWERS		546.25
86713		FIFTH THIRD BANK		74,598.03
86714		GUTTMAN OIL CO		10,790.85
86715		HIGHCOM ARMOR SOLUTIONS INC		3,522.96
86716		JEFFERSON COUNTY DEVELOPMENT AUTHORITY		31,725.00
86717		JESSICA CARROLL		301.25
86718		JOHN NISSEL		62.50
86719		MARION A. HAZEL		684.63
86720		MICAH HUTCHINS		1,154.78
86721		MILLERS SUPPLIES AT WORK		261.52
86722		PANSCH INVESTIGATIONS LLC		1,100.00
86723		POTOMAC EDISON		32,184.83
86724		RETIREE HEALTH BENEFIT TRUST		7,732.00
86725		SANDRA SLUSHER MCDONALD		2,820.00
86726		SOFTWARE SYSTEMS INC		116.45
86727		STEVE STOLIPHER		483.73
86728		STEVEN HOLZ		30.30
86729		THE HARTFORD		3,513.98
86730		THE HARTFORD		2,368.55
86731		TRICIA JACKSON		749.98
86732		WV REGIONAL JAIL & CORRECTION FACILITY AUTH		75,656.00
86733		XEROX CORPORATION		1,968.70
86734	GS/004	GENERAL CO FUND-004		9,748.47
86735	FG/009	HIGHCOM ARMOR SOLUTIONS INC		7,400.00

86736	AM/053	FIFTH THIRD BANK		548.90
TOTAL				278,273.77

Motion by Mr. Hudson to approve the Accounts Payable for August 11, 2022 in the amount of \$278,273.77 Motion seconded and unanimously approved.

CHECK#		VENDOR NAME		AMOUNT
86738		AUTOZONE		\$ 61.27
86739		BOLAND TRANE SERVICES INC		\$ 1,931.00
86740		BUREAU OF CHILD SUPPORT		\$ 373.39
86741		COMPILED TECHNOLOGIES LLC		\$ 2,500.00
86742		COMPTRROLLER OF MARYLAND		\$ 784.01
86743		CORMAC QUINN		\$ 2.52
86744		CSCJTA		\$ 1,860.00
86745		DARYLL WIMER		\$ 12.05
86746		EFTPS IRS TAXES		\$ 104,429.80
86747		EMPOWER RETIREMENT		\$ 5,899.94
86748		FASTSIGNS		\$ 12,336.73
86749		FIRE SAFETY EQUIP		\$ 593.85
86750		FUTURITY IT INC		\$ 1,000.00
86751		JAMES BOHRER		\$ 566.15
86752		JEFFERSON SECURITY BANK		\$ 4,190.00
86753		JUSTTECH LLC		\$ 163.56
86754		MONROE SYSTEMS FOR BUSINESS		\$ 45.40
86755		NAPA AUTO PARTS		\$ 513.40
86756		NATIONWIDE RETIREMENT SOLUTIONS		\$ 834.00
86757		PANHANDLE PRINTING & DESIGN		\$ 1,206.54
86758		R.E. MICHEL CO. LLC		\$ 223.83
86759		RICE TIRES CO		\$ 639.20
86760		SHERIFF OF JEFFERSON COUNTY		\$ 62,451.71
86761		SOFTWARE SYSTEMS INC		\$ 5,692.61
86762		STATE TAX DEPARTMENT		\$ 150.00
86763		WILLIAM F. ROHRBAUGH		\$ 67,914.40
86764		WV DEPUTY SHERIFF RETIREMENT SYSTEM		\$ 16,675.44
86765		WV PUBLIC EMPLOYEE RETIREMENT SYSTEM		\$ 44,965.24
86766		WV STATE TAX DEPARTMENT		\$ 35,958.00
86767		XEROX CORPORATION		\$ 203.87
86768	FG/009	SHERIFF OF JEFFERSON CO		\$ 4,790.58
86769	BS/011	SHERIFF OF JEFFERSON CO		\$ 7,200.91
86770	AM/053	SHERIFF OF JEFFERSON CO		\$ 1,738.84
TOTAL				\$ 387,908.24

Motion by Mr. Hudson to approve the Accounts Payable for August 18, 2022 in the amount of \$ 387,908.24. Motion seconded and unanimously approved.

APPROVAL OF MANUAL CHECKS

AUGUST 12,2022

MANUAL CHECKS				
Check#	Fund	VENDOR		Amount
559	CS/2	BENDA HINKLE		\$ 475.57
807	HD/8	ATTENTI		\$ 3,897.60
808	HD/8	FIFTH THIRD BANK		\$ 90.84
995	AV/56	FIFTH THIRD BANK		\$ 988.35
996	AV/56	JUSTTECH		\$ 163.68
997	AV/56	SEGRA		\$ 1,244.21
352	FP/57	JEFFERSON CO FARMLAND PROT.		\$ 110,938.28
941	CW/O59	WV STATE POLICE		\$ 45.00
120	AR/207	JEFF CO COMMUNITY MINISTRIES		\$ 20,000.00
1786	CO/246	FIFTH THIRD BANK		\$ 673.20
1352	IP/249	SHERIFF JEFFERSON CO -SCHOOL		\$ 51.00
1353	IP/249	SHERIFF JEFFERSON CO - LAW		\$ 23,678.21
1354	IP/249	SHERIFF JEFFERSON CO - PARKS		\$ 48,807.64
1355	IP/249	SHERIFF JEFFERSON CO - EMS		\$ 5,159.24
1356	IP/249	SHERIFF JEFFERSON CO - ADMIN		\$ 2,270.62
TOTAL				\$ 218,483.44

Motion by Mr. Hudson to approve the Manual Checks for August 12, 2022 in the amount of \$ 218,483.44 Motion seconded and unanimously approved.

19-Aug-22

MANUAL CHECKS				
Check#	Fund	VENDOR		Amount
316	DK/OO3	SHERIFF OF JEFFERSON CO		\$ 841.98
809	HD/OO8	SHERIFF OF JEFFERSON CO		\$ 2,773.16
121	AR/207	SHERIFF OF JEFFERSON CO		\$ 5,200.32
130	249/SCH	JAMES BOHRER		\$ 5,991.00
123	249/LAW	JAMES BOHRER		\$ 176.00
146	249/PARK	JAMES BOHRER		\$ 481.00
154	249/EMS	JAMES BOHRER		\$ 52.00
942	CW/O59	WV STATE AUDITORU		\$ 1,320.00
998	AV/O56	DLT SOLUTIONS		\$ 678.15
999	AV/O56	GLOBAL SCIENCE & TECH		\$ 18,839.98
TOTAL				\$ 36,353.59

Motion by Mr. Hudson to approve the Manual Checks for August 19, 2022 in the amount of \$ 36,353.59. Motion seconded and unanimously approved.

PUBLIC COMMENT

Public comment was provided by the following: Stewart Acuff, George Rutherford, Jason Murphy, Nicola Bastian, Lanae Johnson, Marc Petitpierre, Ruth Hatcher, Steve Harris, Loki Kern, Elizabeth McGowan, Jay Mansfield, Jennifer Krouse, Lyn Widmyer, David Tabb, Denise Jackson, Christine Wimer, Unidentified speaker, Ross Morgan, Marguerite Rockwell.

PRESENTATIONS

1. Angela Banks-Assessor- a. Requested approval of exonerations.

NAME	TYPE	DISTRICT	AMOUNT	TICKET NO.
Francis & Lisa Sutton	PP	CTD	\$88.18	304098

- **Motion by Mr. Stolipher to approve the Exoneration for ticket No. 304098 as presented by Ms. Banks. Motion seconded and unanimously approved.**

NAME	TYPE	DISTRICT	AMOUNT	TICKET NO.
Jonathan Petry	PP	KD	\$713.00	310812

- **Motion by Mr. Stolipher to approve the Exoneration for ticket No. 310812 as presented by Ms. Banks. Motion seconded and unanimously approved.**

NAME	TYPE	DISTRICT	AMOUNT	TICKET NO.
Nicole E. Teitel	PP	Ranson	\$25.96	314764

- **Motion by Mr. Stolipher to approve the Exoneration for ticket No. 314764 as presented by Ms. Banks. Motion seconded and unanimously approved.**

NAME	TYPE	DISTRICT	AMOUNT	TICKET NO.
Ernest Haynes	PP	KD	\$641.00	310208

- **Motion by Mr. Stolipher to approve the Exoneration for ticket No.310208 as presented by Ms. Banks. Motion seconded and unanimously approved.**

NAME	TYPE	DISTRICT	AMOUNT	TICKET NO.
Joseph & Sarah Miller	PP	HF	\$138.22	308219

- **Motion by Mr. Stolipher to approve the Exoneration for ticket No. 308219 as presented by Ms. Banks. Motion seconded and unanimously approved.**

- 2. Tom Hansen-Sheriff's Office- Requested approval to hire for the position of an officer.
 - **Motion by Mr. Stolipher to approve the hire of Ty Carroll for the position of a certified officer with a starting salary of \$49,626.00 with a starting date of September 06, 2022 or thereafter. Motion seconded and unanimously approved.**

- 3. Nikki Painter- Voter & Elections- Requested the County Commission extend emergency absentee voting to hospitals or duly registered medical facilities in an adjacent county or within 35 miles of the county seat.
 - **Motion by Mrs. Tabb to extend emergency absentee voting to hospitals or duly registered medical facilities in an adjacent county or within 35 miles of the county seat. Motion seconded and unanimously approved.**

- 4. Joe Kent- Chief County Engineering- Requested complete Construction Bond Release for Shepherdstown Public Library (File #S15-05)- Cash-In-Escrow with United Bank, Shepherdstown, WV.
 - **Motion by Mr. Stolipher to authorize complete release of the remaining \$535,042.00 from the construction bond for the Shepardstown Public Library (File#015-05). Motion seconded and unanimously approved.**

- 5. Steve Allen-Director-Jefferson County Homeland Security & Emergency Management- Requested approval to hire Administrative Assistant/Public Information Officer/Volunteer Coordinator Position.
 - **Motion by Mr. Stolipher to hire Jennifer M. Walters for the position of Administrative Assistant/Public Information Officer/Volunteer Coordinator for the office of Homeland Security & Emergency Management at the rate of**

\$39,500 annually with a starting date of September 01, 2022. With the understanding that after 6 months of satisfactory performance and completion of training in emergency management required by EMPG, her annual salary will increase to \$40,500.00. Motion seconded and unanimously approved.

6. Dennis Jarvis-Director-Jefferson County Development Authority- Requested assistance to offset costs associated with the development of engineering projects for the JCDA to develop three projects for economic development property.
 - **Motion by Mr. Stolipher to authorize the disbursement of \$8,649.00 from the Methane Gas, \$65,000 from the Coal Severance fund and \$80,000 from ARPA monies for the development of engineering services with RK&K. Motion seconded and unanimously approved.**
 -
7. Laurel Ziemianski- Hill Top House Hotel- Provided overview of TIF infrastructure and evaluation methodology.
8. Nathan Cochran- Assistant prosecuting attorney-
 - a. Discussion of legal issues and potential action regarding proposed Solar Text Amendment to the Jefferson County Zoning and Land Development Ordinance, File #ZTA22-01, including bonding, comprehensive plan, and related matters. Discussion of public hearing on proposed text amendment, review and consideration of amendment text, adoption of amendment and/or modification of amendment text and/or Planning Commission review and associated fees. Discussion of Jefferson County Circuit Court Civil Action No.'s 2021-C- 33 through 37 and Jefferson County Circuit Court Civil Action No.'s 2021-C-46 through 50, Jefferson County Circuit Court Civil Action No. CC-19-2022-C-6, Jefferson County Circuit Court Civil Action No. 2022-C-81, and WV Supreme Court No.'s 21-0727, 21-0728, and 21- 0731.
 - b. Consider matters involving or affecting the construction, planning, or purchase, sale, or lease of property.
 - c. Report by counsel on opioid case. (Jefferson County Commission v. Purdue Pharmaceutical, et al. US District Court, Northern District of West Virginia, Civil Action #1:17-OP-45170).

OLD BUSINESS

9. Discussion of permitting and approvals by the West Virginia Fire Marshall/Fire Commission and West Virginia Office of Emergency Medical Services.

- **No updates provided**

COUNTY ADMINISTRATOR REPORTS

- Approval to Hire HealthNet as Consult for Ambulance Service Transition process

-Motion by Mr. Stolipher to permit the ESA leadership staff to perform the work necessary to complete the 22 deliverables for transition of the county emergency medical services. It was stated that they have a projected completion date of March 1, 2023. The ESA leadership will report back to the County Administrator for progress updates.

- Approval of Employee Reclassification
 - **Motion by Mrs. Tabb to enter into Executive Session to discuss a personnel matter. Motion seconded and unanimously approved.**
 - **Motion by Mr. Hudson to come out of executive sessions. Motion seconded and unanimously approved.**
 - **Motion by Mr. Stolipher to approve the employee reclassification for Jessica James as the Assistant Deputy Director, at a grade VII with a salary of \$56,060.00 and a starting date of August 22, 2022. Motion seconded and unanimously approved.**
- County Administrator 6 month review
 - **Updates and completed achievements were presented.**
 - **Motion by Mr. Stolipher to provide 3% increase in salary to John Nissel for satisfactory completion of 6 month probationary period. Motion withdrawn as matter was not on the agenda for discussion.**

ADJOURN

The Commission adjourned at 09:00pm. On a motion by Mr. Hudson. Motion was seconded and unanimously approved.

Caleb Hudson, PRESIDENT

Respectfully submitted
Sorayda Pitts
Administrative Assistant

REQUISITIONS TO BE APPROVED

September 1, 2022

DEPARTMENT	Requisition No.	AMOUNT	VENDOR	DESCRIPTION
OTHER BUILDINGS	23011	\$ 8,655.00	Smoot's, LLC.	removal of dirt berm - Public Svcs Center
MAINTENANCE	23013	\$ 13,676.00	IPC Technologies	Mitel Phone System Annual Svc/Support
GRAND TOTAL		\$ 22,331.00		

DESCRIPTION	FUND 001 CO.		TOTAL
Gross Wages	\$437,308.79		\$437,308.79
6.2% Tax Payable OASDI	\$25,975.86		\$25,975.86
1.45% Tax Payable HI	\$6,074.94		\$6,074.94
Fed Withholding	\$40,328.20		\$40,328.20
WV State Withholding	\$18,722.94		\$18,722.94
PERS Retirement Deduct 4.5%	\$9,259.91		\$9,259.91
PERS Retirement Deduct 6%	\$6,874.21		\$6,874.21
Hosp. Pre-Taxed	\$16,072.00		\$16,072.00
AFLAC Pre-Taxed	\$388.07		\$388.07
AFLAC Post-Taxed	\$818.92		\$818.92
Optional Life Post-Taxed	\$1,752.82		\$1,752.82
Christmas Club	\$4,190.00		\$4,190.00
Wage Attach #1	\$373.39		\$373.39
Wage Attach #2	\$150.00		\$150.00
Wage Attach #3	\$0.00		\$0.00
DSRS Retirement Deduct 8.5%	\$6,592.64		\$6,592.64
457 - Nationwide	\$834.00		\$834.00
457I - Empower	\$4,714.94		\$4,714.94
457R - Roth	\$1,185.00		\$1,185.00
MD State Tax	\$784.01		\$784.01
D/VF	\$1,883.11		\$1,883.11
VA State Tax	\$210.68		\$210.68
Colonial(Plus)	\$47.84		\$47.84
Uniforms	\$0.00		\$0.00
Total Deductions	\$147,233.48	\$0.00	\$147,233.48
Net Wages Total	\$290,075.31	\$0.00	\$290,075.31
Payroll Date	August 19, 2022		

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: Tom Hansen

Department or Organization: Sheriff's Office

Estimation of amount of time needed for appointment: 5 minutes

Date Requested – 1st Choice next meeting

If a specific date is needed, please provide reason for specific date:

Date Requested – 2nd Choice:

Subject (*Wording to be placed on agenda*): Grant Application/Resolution

Please provide the County Commission with a description of your request or presentation, including any background information:

It is time to renew the Governor's Highway Safety Program Grant. This grant allows for the reimbursement of Over-time worked in support of their program initiatives. The grant needs signed and the resolution needs accepted

Is this a funding request? Y/N

If so, how much? \$

Provide exact financial impact/request:

Recommended motion (*Please type out the wording of the motion that you would like the Commission to approve*):

I move to approve the application for the Governor's Highway Safety Grant, authorize the Commission President to sign the grant documents and approve the resolution.

Attach supporting documents for request, or request may be denied.

If not attached, explain:

Is equipment needed? Projector Y/N Internet/Wi Fi Y/N Telephone for conference call Y/N

Contact information:

Email address: thansen@jeffersoncountywv.org

Phone Number: 304-728-3205

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/RECOMMENDATION

not applicable

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: **Roger Goodwin, Chief County Engineer**

Department or Organization: **Department of Engineering, Planning & Zoning**

Estimation of amount of time needed for appointment: **15 minutes**

Date Requested – 1st Choice: **September 1, 2022**

Date Requested – 2nd Choice:

Subject (*Wording to be placed on agenda*):

Residential, Commercial and Solar Farm/Facilities – Building Permit Fees

Please provide the County Commission with a description of your request or presentation, including any background information:

The building permits fee schedule does not have a permit fee for residential and commercial solar systems, and/or for utility scale solar farms/facilities. As a result, the Department of Engineering, Planning & Zoning staff researched what other jurisdictions across the country are charging for residential, commercial and solar farm/facilities permit fees. The purpose is to determine a fee that is both consistent and reasonable compared to what is the solar industry norm, and that is also fair relative to what other commercial project types are being charged in Jefferson County.

A presentation of solar farm/facilities permit fees data and a recommendation was made at the July 21st meeting. The fee recommendation made at the July 21st meeting would result in a fee amount of \$400,675 for the first solar farm/facility project currently processing for approval in Jefferson County. The County Commission did not adopt the recommended fee amount and asked that it be researched further.

Since then, data was provided by two solar facility developers, OPDEnergy and Torch Clean Energy. Based on the data provided, the fees for this first solar farm/facility project would be as follows:

Utility Scale Solar Farm/Facility

1. OPDEnergy:

Champaign, IL

\$13,500 minimum for 7.5 Megawatts or less + \$1,260 per additional Megawatt.

80 Megawatts = \$13,500 + (72.5 MW x \$1,260/MW) = \$104,850

Christian, IL

\$10,000 minimum for 2 Megawatts or less + \$1,000 per additional Megawatt.

$$80 \text{ Megawatts} = \$10,000 + (78 \text{ MW} \times \$1,000/\text{MW}) = \$88,000$$

2. Torch Clean Energy:

Surry County, VA

\$10,800 minimum for 5 Megawatts or less + \$1,500 per additional Megawatt; plus \$75 base fee & 0.16/sq-ft for appurtenant structures.

$$80 \text{ Megawatts} = \$10,800 + (75 \text{ MW} \times \$1,500/\text{MW}) = \$123,300 + (\$75 + (3,200 \text{ sq-ft} \times \$0.16/\text{sq-ft})) = \$123,887$$

The developer noted that this fee does not include any site plan review fees or conditional use permit fees, which would be additional. For utility scale solar farms/facilities in Jefferson County, there is no site plan fee, site plans are processed for free. There is a relatively minimal conditional use permit fee when a CUP is applicable, and there is no longer an impact fee.

Recommendation:

Utility Scale Solar Farm/Facility:

\$13,500 minimum for 5 Megawatts or less + \$1,400 per additional MW; plus \$350 base fee & \$0.25/sq-ft for appurtenant structures.

80 Megawatts =	\$13,500 minimum for 5 Megawatts or less + (75 MW x \$1,400/MW)	= \$118,500
	Plus Appurtenant Buildings (\$350 + (3,200 sq-ft x \$0.25/sq-ft)	= \$ 1,150
	Total Fee	= \$119,650

Residential & Commercial/Industrial/Institutional - Solar Roof/Ground Mounted System & Electrical Connection:

\$400 Base Fee + \$0.05/sq-ft of panels

$$\text{Example: } 1,000 \text{ sq-ft roof top solar panel system} = \$400 + (1,000 \text{ sq-ft} \times \$0.05/\text{sq-ft}) = \$450$$

I believe the proposed fees are consistent with what solar developers are paying for permit fees in other jurisdictions, and fair relative to what other large commercial projects in Jefferson County are paying. Once the permit fees are established, staff will need to amend the fee schedules to include the new fees.

Is this a funding request? **No**

If so, how much?

Motion Requested: **Yes**

Recommended motion *(Please type out the wording of the motion that you would like the Commission to approve):*

Move to accept the Residential, Commercial and Solar Farm/Facilities building permit fees as recommended (or, as set by the County Commission).

Attach supporting documents for request, or request may be denied. **N/A**

If not attached, explain:

Is equipment needed? Projector **Y/N No** Internet/Wi Fi **Y/N No** Telephone for conference call **Y/N No**

Contact information:

Email address: engineering@jeffersoncountywv.org Phone Number: 304-728-3257

<u>FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/COMMENTS</u>

AGENDA REQUEST FORM

www.jeffersoncountywv.org

NAME: Lynn Fields

DEPARTMENT OR ORGANIZATION: Probate Office

ESTIMATION OF TIME NEEDED FOR APPT.: 5 minutes

DATE REQUESTED: 1ST CHOICE September 1st, 2022

IF A SPECIFIC DATE IS NEEDED, PLEASE PROVIDE REASON FOR SPECIFIC DATE:

SUBJECT: Close the estates of Lindsay R. Hurst, III and Patsy Ann Hurst

PLEASE PROVIDE THE CO. COMM. WITH A DESCRIPTION OF YOUR REQUEST OR PRESENTATION, INCLUDING ANY BACKGROUND INFORMATION:

Estates have now met requirements of the probate office, but did not make the cut off for the July term to be closed.

ARE DOCUMENTS ATTACHED: To follow

IS A PROJECTOR NEEDED?: NO

lfields@jeffersoncountywv.org (304) 728-3210

AGENDA REQUEST FORM

www.jeffersoncountywv.org

NAME: Lynn Fields

DEPARTMENT OR ORGANIZATION: Probate Office

ESTIMATION OF TIME NEEDED FOR APPT.: 10-20 minutes

DATE REQUESTED: 1ST CHOICE September 1st, 2022

IF A SPECIFIC DATE IS NEEDED, PLEASE PROVIDE REASON FOR SPECIFIC DATE:

SUBJECT: (1) Petition to Remove Executor Edward Wise from the estate of Irma Jean Wise, deceased

PLEASE PROVIDE THE CO. COMM. WITH A DESCRIPTION OF YOUR REQUEST OR PRESENTATION,
INCLUDING ANY BACKGROUND INFORMATION:

Petition is attached. Answer to petition is also attached.

ARE DOCUMENTS ATTACHED: yes

IS A PROJECTOR NEEDED?: NO

lfields@jeffersoncountywv.org (304) 728-3210

IN THE COUNTY COURT OF JEFFERSON COUNTY, WEST VIRGINIA

**CAROLYN WISE, individually
and as Administrator of the Estate
of Ralph Allan Wise, and**

**JESSICA RAE HESS, individually and
as the sole descendant of RALPH
ALLAN WISE, beneficiary to the
Estate of IRMA JEAN WISE,**

Petitioners,

v

**EDWARD WISE, individually
and as Executor of the Estate
of Irma Jean Wise.**

Respondent.

PETITION TO REMOVE EXECUTOR EDWARD WISE FROM THE ESTATE OF IRMA JEAN WISE

Comes now Carolyn Wise, individually and as Administrator of the Estate of Ralph Allan Wise, and Jessica Rae Hess, inidvually and as the sole descendant of Ralph Allan Wise, beneficiary to the Estate of Irma Jean Wise ("Petitioners') by and through their counsel, Elizabeth Layne Diehl, Esq., of Diehl Law PLLC, 142 North Queen Street, Martinsburg, West Virginia, and files this their PETITION TO REMOVE EXECUTOR EDWARD WISE FROM THE ESTATE OF IRMA JEAN WISE. In support of the Petition, Petitioners state as follows:

- 1. Irma Jean Wise died on January 6, 2020, while residing in Jefferson County, West Virginia.**
- 2. On or around January 15, 2020, Respondent Edward Wise and his brother Everett Wise, Jr., were named co-executors of the estate of Irma Jean Wise.**

3. On or around March 4, 2021, Ralph Allan Wise was named co-executor of the estate of Irma Jean Wise.
4. On March 11, 2021, Everett Wise, Jr. died intestate while residing in Jefferson County, West Virginia, having had no children or descendants.
5. On April 27, 2021, Ralph Allan Wise was named as Administrator of the estate of Everett Wise, Jr. in Jefferson County, West Virginia.
6. On November 25, 2021, Ralph Allan Wise died intestate while residing in Jefferson County, West Virginia.
7. On or around December 16, 2021, Petitioner Carolyn Wise was named Administrator of the estate of Ralph Allan Wise in Jefferson County, West Virginia.
8. Petitioner Carolyn Wise is entitled to a surviving spouse's intestate share of the estate of Ralph Allan Wise pursuant to West Virginia Code §42-1-3.
9. Distributions from the estate of Irma Jean Wise are subject to the terms of the Irma Jean Wise Revocable Trust Agreement (referred to herein as the "Irma Wise Trust").
10. The Irma Wise Trust provides for distribution to descendants upon the death of those beneficiaries named therein.
11. Decedent Ralph Allan Wise is a beneficiary to the Jean Wise Trust.
12. Petitioner Jessica Rae Hess is the only child and descendant of decedent Ralph Allan Wise.
13. On or around March 1, 2022, an appraisal of the estate of Irma Jean Wise was filed by co-executor and Respondent Edward Wise (the "Appraisal").

14. Respondent Edward Wise failed to name Jessica Rae Hess in the Appraisement as an heir to the estate of Irma Jean Wise pursuant to the terms of the Irma Wise Trust.
15. Also on March 1, 2022, Respondent Edward Wise filed with the Magistrate Court of Jefferson County, West Virginia, a Civil Complaint for Unlawful Detainer, in which said Respondent seeks to evict Petitioners Carolyn Wise and Jessica Hess (named in the Complaint as "Jessica Miller") from their homes at 48 Ramblin Way in Kearneysville, West Virginia, and 8 Ramblin Way in Kearneysville, West Virginia, and stating that said Respondent Edward Wise is the sole heir of the Irma Wise Trust and failing to identify Respondent Jessica Rae Hess or to acknowledge Carolyn Wise's interest as a surviving spouse.
16. Upon information and belief, Respondent Edward Wise has further recently sold real property in Berkeley County, West Virginia, specifically, that property commonly referred to as 409 and 411 King Street in Martinsburg, Berkeley County, West Virginia, in which real property Petitioners claim an interest.
17. 409 and 411 King Street in Martinsburg were not included in the Irma Wise Trust document as assets under the Irma Wise Trust.
18. Respondent Edward Wise has further failed to pay mortgage payments for real property in the estate of Irma Jean Wise, specifically, by letter dated March 9, 2022, MVB Bank sent notice to said Irma Jean Wise of default under the note and mortgage for 102 E Avis Street in Charles Town, Jefferson County, West Virginia.
19. Respondent Edward Wise is mismanaging the estate of Irma Jean Wise.

20. Upon information and belief, Respondent Edward Wise is mentally incompetent and operating with a power of attorney identified in the Appraisement as Whitney Walker.
21. Upon information and belief, Respondent Edward Wise has been convicted of multiple felonies involving crimes of moral turpitude.
22. Upon information and belief, Respondent Edward Wise is in active addiction and is dependent upon opiates, heroin, crack cocaine, and alcohol.
23. Petitioners aver that Respondent Edward Wise has physically and verbally threatened and harassed Petitioner Carolyn Wise regarding the administration of moneys relative to the estates of Irma Jean Wise and Ralph Allan Wise.
24. The Jefferson County Commission is authorized to remove Edward Wise as the executor of the estate of Irma Jean Wise for good cause.

WHEREFORE, Petitioners pray that Edward Wise be removed as executor of the estate of Irma Jean Wise and that Jessica Rae Hess be named as administrator of the estate of Irma Jean Wise or in the alternative that a curator be assigned to administer the estate of Irma Jean Wise.

Respectfully Submitted
Carolyn Wise and Jessica Rae Hess, Petitioners

By Counsel:



Elizabeth Layne Diehl
Diehl Law PLLC
142 North Queen Street
Martinsburg, WV 25401
layne@diehlaw.net
Facsimile: 866-591-8214

VERIFICATION

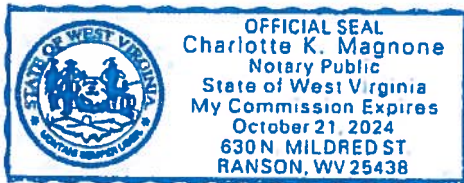
I, Jessica Rae Hess, under penalty of perjury, hereby affirm that I have read the foregoing PETITION TO REMOVE EXECUTOR EDWARD WISE FROM THE ESTATE OF IRMA JEAN WISE and that the same is true and accurate to the best of my information and belief, and to the extent that it is based upon information and belief, I believe it to be true.


JESSICA RAE HESS

STATE OF WEST VIRGINIA
COUNTY OF JEFFERSON, to-wit:

The undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Jessica Rae Hess has this day acknowledged the foregoing PETITION TO REMOVE EXECUTOR EDWARD WISE FROM THE ESTATE OF IRMA JEAN WISE before me in my said County and State.

Given under my hand and official notarial seal this 2nd day of MAY, 2022.




NOTARY PUBLIC

My commission expires: Oct 21, 2024

VERIFICATION

I, Carolyn Wise, under penalty of perjury, hereby affirm that I have read the foregoing **PETITION TO REMOVE EXECUTOR EDWARD WISE FROM THE ESTATE OF IRMA JEAN WISE** and that the same is true and accurate to the best of my information and belief, and to the extent that it is based upon information and belief, I believe it to be true.

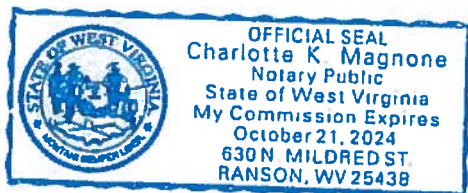


CAROLYN WISE

STATE OF WEST VIRGINIA
COUNTY OF JEFFERSON, to-wit:

The undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Carolyn Wise has this day acknowledged the foregoing PETITION TO REMOVE EXECUTOR EDWARD WISE FROM THE ESTATE OF IRMA JEAN WISE before me in my said County and State.

Given under my hand and official notarial seal this 2ND day of May, 2022.





NOTARY PUBLIC

My commission expires: Oct 21, 2024

IN THE COUNTY COURT OF JEFFERSON COUNTY, WEST VIRGINIA

**CAROLYN WISE, individually and as Administrator
of the Estate of Ralph Allan Wise, and JESSICA RAE
HESS, individually and as the sole descendant of
RALPH ALLAN WISE, beneficiary to the Estate of
IRMA JEAN WISE,**

Petitioners,

v.

**EDWARD WISE, individually and as Executor of
the Estate of Irma Jean Wise,**

Respondent.

ANSWER TO PETITION TO REMOVE EXECUTOR

COMES NOW, the Respondent, Edward Wise, individually and as the Executor of the Estate of Irma Jean Wise, Deceased (“Mr. Wise”), by counsel, Kathy M. Santa Barbara, Esquire and The Law Office of Kathy M. Santa Barbara, PLLC, and for his Answer to the Petition to Remove Executor filed herein avers as follows:

1. Mr. Wise admits the allegations of paragraphs 1 through 7, inclusive, and 9 through 12, inclusive, of the Petition.
2. In response to allegations of paragraph 8 of the Petition, Mr. Wise states that to the extent that the allegations of paragraph 8 of the Petition set forth conclusions of law no response is required, and to the extent said allegations are contrary to law they are denied.
3. Mr. Wise admits the allegations of paragraph 13 of the Petition. By way of further response, said Appraisement was filed on behalf of Mr. Wise by his then attorney-in-fact, Whitney Walker, Irma Jean Wise’s sister and aunt of Mr. Wise.
4. To the extent that the allegations of paragraph 14 of the Petition set forth conclusions of law no response is required, and to the extent said allegations are contrary to law

they are denied. To the extent that the allegations are factual in nature, Mr. Wise admits that Jessica Rae Hess was not listed on the Appraisal as being a beneficiary of the estate of Irma Jean Wise inasmuch as at the time of the death of Irma Jean Wise, Ralph Allan Wise, the father of Jessica Rae Hess, was living.

5. To the extent that the allegations of paragraph 15 of the Petition set forth conclusions of law no response is required, and to the extent said allegations are contrary to law they are denied. To the extent that the allegations are factual in nature, Mr. Wise admits filing said Magistrate Court Complaint and adopting as his own the allegations typed thereon. By way of further response, Mr. Wise made the allegation of being the “sole heir *[sic]*” of the Wise Trust upon the advice of an attorney who reviewed the estate and trust documents.

6. Mr. Wise admits that as the sole executor of the estate of the decedent he sold the 409 – 411 King Street, Martinsburg, Berkeley County, West Virginia real estate on or about April 20, 2022. Mr. Wise denies the remaining allegations of paragraph 26 of the Petition.

7. Mr. Wise admits the allegations of paragraph 17 of the Petition. By way of further response, the King Street property became an asset of the Trust by virtue of the pour over provisions of the decedent’s Last Will and Testament but were treated by the closing attorney as an asset of the decedent’s estate.

8. Mr. Wise admits that he did not make payment of the mortgage payments owed to MVB Bank because he did not have the funds in the estate to do so. By way of further response, the Consumer’s Notice of Right to Cure Default was mailed to the Petitioner Carolyn Wise’s address and not to Mr. Wise. Mr. Wise has since caught up the mortgage payments owed to MVB Bank and secured by the Avis Street, Charles Town real estate. To the extent not admitted, the remaining allegations of paragraph 18 of the Petition are denied.

9. Mr. Wise denies the allegations of paragraph 19 of the Petition.

10. Mr. Wise admits that he had previously given Whitney Walker, Irma Jean Wise's sister and aunt of Mr. Wise, a power of attorney which he has since revoked. Mr. Wise denies the remaining allegations of paragraph 20 of the Petition.

11. Mr. Wise denies the allegations of paragraph 21 of the Petition.

12. Mr. Wise denies the allegations of paragraph 22 of the Petition.

13. Mr. Wise denies the allegations of paragraph 23 of the Petition.

14. To the extent that the allegations of paragraph 24 of the Petition set forth conclusions of law no response is required, and to the extent said allegations are contrary to law they are denied. To the extent that the allegations are factual in nature, the same are admitted.

WHEREFORE, the Respondent, Edward Wise, individually and as the Executor of the Estate of Irma Jean Wise, Deceased, respectfully requests that the Petition to remove him as the Executor of the Estate of Irma Jean Wise, Deceased, be dismissed and that he be awarded his attorney's fees and expenses incurred in the defense hereof.

Dated this 13th day of June, 2022.

EDWARD WISE
Respondent, By Counsel

**THE LAW OFFICE OF KATHY M.
SANTA BARBARA, PLLC**

By:


Kathy M. Santa Barbara, Esquire

WVSB No. 5960

518 West Stephen Street

Martinsburg, WV 25401

Telephone: (304) 264-0000

Facsimile: (304) 263-2527

E-mail: kathy@ksblawofc.com

CERTIFICATE OF SERVICE

I, Kathy M. Santa Barbara, Esquire, counsel for the Respondent, individually and as the Executor of the Estate of Irma Jean Wise, Deceased, hereby certify that I have served a true copy of the foregoing *Answer to Petition to Remove Executor* upon Elizabeth Layne Diehl, Esquire, counsel of record for the Petitioners, via e-mail to her address of layne@diehl1law.net on this 13th day of June, 2022.

**THE LAW OFFICE OF KATHY M.
SANTA BARBARA, PLLC**

By: 

**Kathy M. Santa Barbara, Esquire
WVSB No. 5960**

**518 West Stephen Street
Martinsburg, WV 25401**

Telephone: (304) 264-0000

Facsimile: (304) 263-2527

E-mail: kathy@ksblawofc.com

AGENDA REQUEST FORM

www.jeffersoncountywv.org

NAME: Lynn Fields

DEPARTMENT OR ORGANIZATION: Probate Office

ESTIMATION OF TIME NEEDED FOR APPT.: 5-10 minutes

DATE REQUESTED: 1ST CHOICE September 1st, 2022

IF A SPECIFIC DATE IS NEEDED, PLEASE PROVIDE REASON FOR SPECIFIC DATE:

SUBJECT: Request to Appoint Fiduciary Commissioner on estate of Larry K. Crouse, Sr.

PLEASE PROVIDE THE CO. COMM. WITH A DESCRIPTION OF YOUR REQUEST OR PRESENTATION, INCLUDING ANY BACKGROUND INFORMATION:

The probate office is in receipt of a letter from one of the beneficiaries of the estate Larry K. Crouse, Sr. that outlines suspected breach of fiduciary duties by the executor. The beneficiary is requesting that the commission appoint a fiduciary commissioner to oversee the administration of the estate.

ARE DOCUMENTS ATTACHED: yes

IS A PROJECTOR NEEDED?: NO

lfields@jeffersoncountywv.org (304) 728-3210

Jefferson County Commission
C/O Probate Office
100 East Washington St
Charles Town, WV 25414

July 25, 2022

Regarding the Estate of Larry K. Crouse Sr.

Dear Commissioners,

I am requesting that you would appoint a Fiduciary Commissioner to the Estate of Larry K. Crouse Sr. The Executrix, LuAnn Reed, has thus far disregarded her responsibilities and intentionally distributed Personal Tangible Property to non-beneficiaries, then communicating to other beneficiaries (myself and Kim Waller) that these items were given to other beneficiaries. I personally know and have seen many of these items in the homes of the non-beneficiaries. She has basically given away the family's handmade furniture and many other items that hold sentimental value. Also, from what I've seen, the Executrix has grossly failed to state an accurate Appraisal Inventory.

My sister Kim Waller and I are the two beneficiaries who I believe are being intentionally harmed. Both Kim and I are most concerned that LuAnn will continue to disregard her responsibilities as Executrix once the Real Estate is sold, and intentionally misappropriate the monies, as she has the personal property thus far.

Thank you for looking into this matter.

Sincerely,



Michael McGuigan
1864 33rd Ave
Vero Beach FL 32960
Phone-772-321-7081

Jefferson County
 Jacqueline C Shadle, Clerk
 Instrument 202200006987
 05/06/2022 @ 02:03:34 PM
 NIL
 Book 35 @ Page 636
 Pages Recorded 6
 Recording Cost \$

13.00

LAST WILL AND TESTAMENT
OF
LARRY K. CROUSE, SR

I, **LARRY K. CROUSE, SR**, a resident of Shepherdstown County, West Virginia, declare that this is my Last Will and Testament, hereby revoking all prior Wills and Codicils.

ARTICLE ONE

INTRODUCTORY PROVISIONS

1. A. **Family.** I am currently unmarried. I have three (3) children, namely: CATHY LEE SIRMONS, LU ANN REED, and LARRY K. CROUSE, JR.

1. B. **Definition of "Issue".** As used in this Will, the term "issue" shall refer to lineal descendants of all degrees and shall include adopted persons; provided however, that such term shall refer only to the issue of lawful marriages and illegitimate children only if a parent/child relationship existed between such child and his or her parent, living or deceased, as determined under West Virginia law.

1. C. **Definition of "Per Stirpes".** Whenever a distribution is to be made "per stirpes", the assets are to be divided into as many shares as there are then-living children and deceased children who left living descendants. Each living child shall receive one share and each deceased child's share shall be divided among such deceased child's then-living descendants in the same manner.

ARTICLE TWO

NOMINATION OF FIDUCIARIES

2. A. **Executors.** I nominate my daughter LU ANN REED, as Executor of my Will. If LU ANN REED shall fail to qualify or shall cease to act, I nominate my son-in-law TIMOTHY REED and my granddaughter MACKENZIE REED, either of whom may act independently of the other, as successor co-Executors. The term "my Executor" as used in this Will shall include any personal representative of my estate and all named Executors shall serve without bond being required.

2. B. **Trustees.** As Trustee for all trusts created hereunder, my nomination shall be in the same order as the above-named Executors.

Will of LARRY K. CROUSE, SR: Page 1

This document was prepared by:
 Heather Dem Myers, The Law Office of Heather Dem Myers, PLLC, 299 Rock Cliff Drive, Martinsburg, WV 25401

ARTICLE THREE

DISTRIBUTION PROVISIONS

3. A. **Payment of Estate Expenses.** My Executor shall pay from my Estate all debts which are due and enforceable against my Estate, the expenses of my last illness and funeral, the expenses of administering my Estate, and all death taxes and governmental charges imposed and made payable under the laws of the United States or of any state or country by reason of my death.

3. B. **Disinheritance.** For all purposes hereunder, I am specifically not making any provision for my daughter, CATHY LESS SIRMONS, or for her issue (if any). I am also specifically not making any provisions for my son, LARRY K. CROUSE, JR, or for his wife, NANCY L. CROUSE.

3. C. **Tangible Personal Property.** I give my tangible personal property in equal shares to LU ANN REED, MACKENZIE REED, MICHAEL MCGUIGAN, and KIM WALLER. Any items they don't want are to be sold and added to the remainder of my estate.

3. D. **Distribution At My Death.** I give, devise, and bequeath the rest, residue, and remainder of my Estate as follows:

- (1) Fifty percent (50%) to my daughter LU ANN REED. Should she predecease me, her share shall be divided equally between my son-in-law TIMOTHY REED and my granddaughter MACKENZIE REED; and
- (2) Fifty percent (50%) to be divided equally among the following individuals if living at my death.:
 - (i) my granddaughter MACKENZIE REED;
 - (ii) my brother-in-law MICHAEL MCGUIGAN; and
 - (iii) my sister-in-law KIM WALLER.

ARTICLE FOUR

ESTATE ADMINISTRATION

4. A. **General Powers of Executor.** Subject to any limitations stated elsewhere in this Will, I incorporate by reference all the powers described in West Virginia Code §44-5A-3 as amended from time to time.

ARTICLE FIVE

CONCLUDING PROVISIONS

5. A. **Definition of Death Taxes.** The term "death taxes," as used in this Will, shall mean all inheritance, estate, succession, and other similar taxes that are payable by any person on account of that person's interest in my Estate or by reason of my death, including penalties and interest, but excluding any additional tax that may be assessed under Internal Revenue Code §2032A.

5. B. **Payment of Death Taxes.** My Executor shall pay death taxes as follows:

(1) Death taxes attributable to property inventoried in my probate estate shall be paid out of the residue of my Estate, and none of those death taxes shall be prorated or apportioned among the persons interested in that property; provided however, the assets, if any, over which I hold any taxable power of appointment at my death shall bear the entire increment and the burden of death taxes and other governmental charges to the extent that the total of such taxes and charges is greater than would have been imposed and made payable if I did not hold such a power of appointment, and to the extent required by law, I exercise such power of appointment in favor of the appropriate taxing authorities to discharge such taxes.

(2) Death taxes attributable to property not inventoried in my probate estate shall be prorated and apportioned among the persons interested in that property as provided by the laws of the State of West Virginia.

(3) Any state inheritance tax shall be paid by each beneficiary who has received a distribution of my Estate which gives rise to such tax.

5. C. **Period of Survivorship.** For the purposes of this Will, a beneficiary shall not be deemed to have survived me if that beneficiary dies within one (1) month after my death.

5. D. **Guardian Ad Litem.** I direct that the representation by a guardian ad litem of the interests of persons unborn, unascertained, or legally incompetent to act in proceedings for the allowance of accounts hereunder be dispensed with to the extent permitted by law.

5. E. **Beneficial Interests.** The interest of any beneficiary in any share or part of this Will, both as to principal and income, shall not be alienable, assignable, attachable, transferable nor paid by way of anticipation, nor in compliance with any order, assignment or covenant and shall not be applied to, or held liable for, any of their debts or obligations either in law or equity and shall not in any event pass to his, her or their assignee under any instrument or under any insolvency or bankruptcy law, and shall not be subject to the interference or control of creditors, spouses or others.

5. F. **No-Contest Provision.** To the extent permitted under the laws of the State of West Virginia, in the event any beneficiary under this Will or heir at law whether inheriting under this will or not shall, singly or in conjunction with any other person or persons, undertake any of the following actions then the right of that person to take any interest given him or her by this Will shall be determined as it would have been determined had the person predeceased me without being survived by issue:

- (1) Directly contests in any court the validity of my Will.
- (2) Seeks to obtain adjudication in any proceeding in any court that my Will or any of its provisions are void.
- (3) Seeks otherwise to set aside my Will or any of its dispositive provisions.

(4) Seeks to obtain adjudication in any proceeding in any court challenging the transfer of any property to or from my Estate on the grounds that such property was not mine at the time of the transfer or at the time of my death.

(5) Files a creditor's claim against my Estate or prosecutes an action against my Estate or this trust for any claim for damages or services alleged to have been incurred during my lifetime.

(6) My Executor is hereby authorized to defend, at the expense of my Estate, any contest or other attack of any nature on my Estate, this Will or any of its provisions.

5. G. **Captions.** The captions appearing in this Will are for convenience of reference only, and shall be disregarded in determining the meaning and effect of the provisions of this Will.

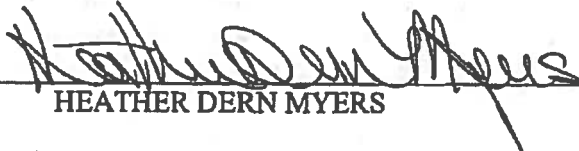
5. H. **Severability Clause.** If any provision of this Will is invalid, that provision shall be disregarded, and the remainder of this Will shall be construed as if the invalid provision had not been included.

5. I. **Governing Law.** All questions concerning the validity and interpretation of this Will, shall be governed by the laws of the State of West Virginia in effect at the time this Will is executed.

IN WITNESS WHEREOF, I, LARRY K. CROUSE, SR, the testator, sign my name to this instrument on November 9, 2020, and being duly sworn, do hereby declare to the undersigned authority and the undersigned witnesses that I sign and execute this instrument as my Last Will and Testament that I sign it willingly (or willingly direct another to sign for me), that I execute it as my free and voluntary act for the purposes therein expressed, and that I am of legal age, of sound mind, and under no constraint or undue influence.


LARRY K. CROUSE, SR

We, HEATHER DERN MYERS and KRISTAL JILL MILLER, the witnesses, sign our names to this instrument, and, being duly sworn, do hereby declare to the undersigned authority that LARRY K. CROUSE, SR, the testator, signs and executes this instrument as his Last Will and Testament and that the testator signs it willingly (or willingly directs another to sign for him), and that each of us, in the presence and hearing of the testator, hereby signs this Will as witness to the testator's signing, and that to the best of our knowledge the testator is of legal age, of sound mind, and under no constraint or undue influence.


HEATHER DERN MYERS

299 Rock Cliff Drive
Martinsburg, West Virginia


KRISTAL JILL MILLER

299 Rock Cliff Drive
Martinsburg, West Virginia

I, LARRY K. CROUSE, SR, the Testator in the foregoing Will, do request HEATHER DERN MYERS and KRISTAL JILL MILLER, the attesting witnesses thereto, to make and subscribe an Affidavit stating such facts as would be required of them in testimony in court to establish and prove this Will.


LARRY K. CROUSE, SR, Testator

AFFIDAVIT

STATE OF WEST VIRGINIA)
) ss.
COUNTY OF BERKELEY)

This day personally appeared before the undersigned authority HEATHER DERN MYERS and KRISTAL JILL MILLER, who being first duly sworn, depose and say that they were witnesses to the Last Will and Testament of LARRY K. CROUSE, SR ("Testator"), which appears above, and that they were, on the date set forth above, of lawful age; that they were not beneficiaries under said Will; that the Testator signed and declared the same to be the Testator's Last Will and Testament in their presence and in the presence of each of them, who, at the Testator's request and in the Testator's presence and in the presence of each other, affixed their signatures and seals thereto as witnesses; and said witnesses further stated under their oath that at the time of the signing of said Will, the said Testator was, in their opinion, of sound mind and above the age of eighteen (18) years and fully competent to make a Will.

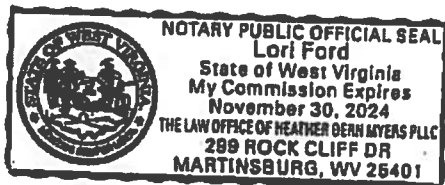
Further affiants sayeth not.

Heather Dern Myers
HEATHER DERN MYERS

Kristal Jill Miller
KRISTAL JILL MILLER

STATE OF WEST VIRGINIA)
) ss.
COUNTY OF BERKELEY)

Subscribed, sworn to and acknowledged before me by LARRY K. CROUSE, SR, the testator, and subscribed and sworn to before me by HEATHER DERN MYERS and KRISTAL JILL MILLER, witnesses, on this 9th day of November, 2020.



Lori Ford
NOTARY PUBLIC - LORI FORD
My Commission expires: November 30, 2024.

FORM ET 6.01

Rev. 06/14

**APPRAISEMENT OF THE ESTATE
FOR DECEDENTS DYING ON OR AFTER JULY 13, 2001**

PART 1: GENERAL INFORMATION QUESTIONNAIRE

A. Decedent's Name LARRY K CROUSE SR		B. Social Security Number 5062	C. Date of Death 05/04/2022
D. Decedent's Residence at Death 598 MCSHANES LANDING, SHEPHERDSTOWN, WV 2		E. State West Virginia	F. County Jefferson
G. Marital Status at Death Single <input checked="" type="radio"/> Married <input type="radio"/> or Divorced <input type="radio"/>	Name of Surviving Spouse _____	H. West Virginia Counties Where Decedent Held Real Estate. Jefferson	
I. Will this estate be required to file a Federal Estate Tax Return FORM 706 (see instructions on page 2)?		YES <input type="radio"/>	NO <input checked="" type="radio"/>
J. Will this estate be required to file the Nonprobate Inventory Form ET 6.02 (see instructions on page 3)?		YES <input checked="" type="radio"/>	NO <input type="radio"/>
K. Did the Decedent leave a WILL?		YES <input checked="" type="radio"/>	NO <input type="radio"/>
L. Fiduciary's Name and Mailing Address (include zip code) LU ANN REED 5214 STONEGATE DRIVE NORTH MYRTLE BEACH SC 29582-8533		M. Preparer's Name and Address SAME	
Fiduciary's Phone Number: 301-712-8823		Preparer's Phone Number:	

PART 2: QUESTIONNAIRE OF NONPROBATE REAL ESTATE

Answer each of the following questions concerning the decedent's interest in NONPROBATE REAL ESTATE.

If you answer "YES" to any question below, you must complete the attached Inventory of Nonprobate Real Estate provided with this form which shows:

- the type of transfer(s) with reference to the question number below;
- name(s) of the person(s) with an interest in the real estate as joint tenant or transferee;
- relationship to the decedent of ALL above named persons;
- market value at the date of death; and
- description of the real estate including assessed value.

	MARKET VALUE
1. Did the decedent own an interest in any real estate as joint tenant with right of survivorship?..... YES <input type="radio"/> NO <input checked="" type="radio"/>	1 0
2. Did the decedent transfer an interest in any real estate without adequate consideration within three years prior to date of death?..... YES <input type="radio"/> NO <input checked="" type="radio"/>	2 0
3. Did the decedent own an interest in any real estate in an inter vivos trust (living trust) arrangement or in which the decedent retained the right of use and enjoyment?..... YES <input type="radio"/> NO <input checked="" type="radio"/>	3 0
4. Did the decedent own an interest in any real estate in which the decedent retained a power of appointment, whether special or general?..... YES <input type="radio"/> NO <input checked="" type="radio"/>	4 0
5. Did the decedent own an interest in any real estate as a life estate including a dower interest?..... YES <input type="radio"/> NO <input checked="" type="radio"/>	5 0
6. Did the decedent own an interest in any real estate transferable by a transfer on death deed?..... YES <input type="radio"/> NO <input checked="" type="radio"/>	6 0
7. TOTAL VALUE OF NONPROBATE REAL ESTATE (add lines 1 through 6 above).....	7 0

PART 3: SUMMARY OF PROBATE ASSETS

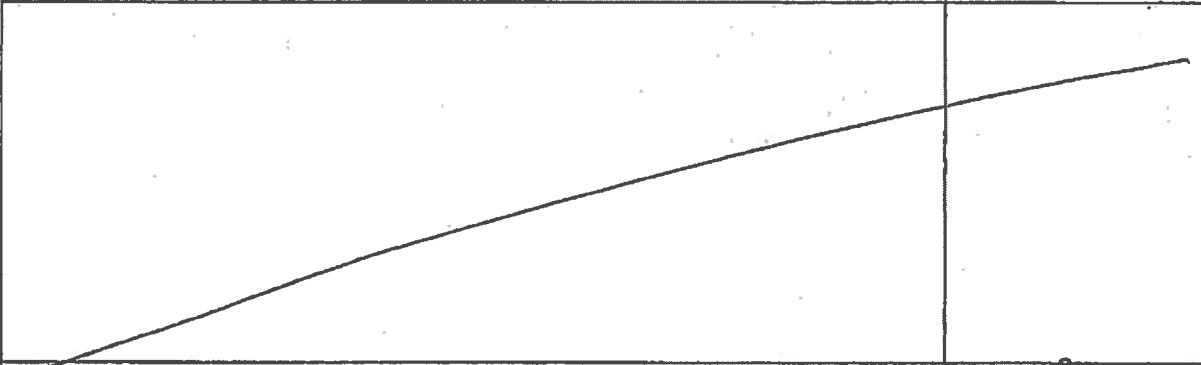
Complete PART 4 first. Enter the total from each schedule of PART 4 on the appropriate line below.

	MARKET VALUE
1. Schedule A: Real estate or any interest therein.....	1 725,000
2. Schedule B: Tangible personal property of every kind.....	2 25,000
3. Schedule C: Government bonds and securities of every kind.....	3 -
4. Schedule D: Shares of corporate stock of every kind.....	4 -
5. Schedule E: Money, certificates of deposit, notes, accounts, etc.	5 -
6. Schedule F: All other assets not hereinbefore mentioned.....	6 -
7. TOTAL VALUE OF PROBATE ASSETS (add lines 1 through 6 above).....	7 750,000.00

PART 4: INVENTORY OF PROBATE ASSETS – TRANSFERS BY WILL OR INTESTACY
 After completing PART 4, enter the total from each schedule on the appropriate line in PART 3.

SCHEDULE A: Describe any real estate or any interest in real estate. Include description and appraised value of out of state property, but do not include this amount in the total. See page 3 of the instructions.	ASSESSED VALUE	APPRAISED VALUE
1.36 Ac - Whitacre Map 11-A Pel # 0073 0005 0000 Book # 520 Pg # 30		
TOTAL (enter the total appraised value on line 1 of PART 3)	182,800 -	725,000

SCHEDULE B: Tangible personal property of every kind. See page 3 of the instructions.	APPRAISED VALUE
PERSONAL PROPERTY WITHIN HOUSE, GARAGE & SHED (FURNITURE, TOOLS ETC)	25,000
TOTAL (enter the total appraised value on line 2 of PART 3)	25,000

SCHEDULE C: Bonds and securities of every kind. See page 3 of the instructions.	APPRAISED VALUE
	
TOTAL (enter the total appraised value on line 3 of PART 3)	0

PART 4 (continued)

SCHEDULE D: Corporate stock of any kind. See page 3 of the instructions.				
NAME OF THE COMPANY	CLOSELY HELD	NUMBER OF SHARES	MARKET VALUE PER SHARE	TOTAL MARKET VALUE
<i>(This area is crossed out with a diagonal line.)</i>				
TOTAL (enter the total market value on line 4 of PART 3)				0

SCHEDULE E: Money, bank accounts, certificates of deposits, notes, accounts receivable, etc. Show dates of notes. See page 3 of instructions.	APPRAISED VALUE
<i>(This area is crossed out with a diagonal line.)</i>	
TOTAL (enter the total appraised value on line 5 of PART 3)	0

SCHEDULE F: All other assets, not hereinbefore mentioned, including insurance payable to the estate. See page 3 of the instructions.	APPRAISED VALUE
Journal Newspaper - Refund	175.00
Highmark Ins.	251.00
Sirius Radio	19.00
TOTAL (enter the total appraised value on line 6 of PART 3)	

PART 5: BENEFICIARIES. List the names and relationships of all beneficiaries or heirs of the estate. Show the age of any life tenant after their name. See page 3 of the instructions.

BENEFICIARY OR HEIR	RELATIONSHIP	BENEFICIARY OR HEIR	RELATIONSHIP
MACKENZIE REED	GRANDDAUGHTER		
MICHAEL MCGUIGAN	BROTHER INLAW		
KIM WALLER	SISTER INLAW		
LuAnn Reed	Daughter		

PART 6: OATH OF FIDUCIARY

State of WV County of Jefferson, To-wit:

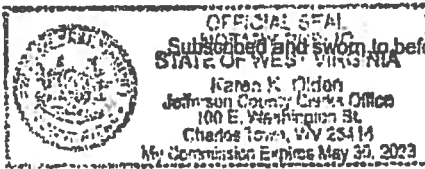
I, LU ANN REED, fiduciary for the estate of LARRY K CROUSE SR after diligent effort to ascertain the taxable property of this estate, have made answers to each of the questions and have completed, in detail, the schedules for each category of property and believe each item thereof to be correct. I thereby believe the foregoing to be the true and lawful appraisal of ALL real estate and probate property of the estate of the above named decedent.

LuAnn Reed
Fiduciary

Subscribed and sworn to before me this 9th day of June, 2022

Karen K. Olden
Notary Public

My Commission expires 5/30, 2023



PART 7: APPROVAL OF FIDUCIARY COMMISSIONER/FIDUCIARY SUPERVISOR

I, _____, Fiduciary Commissioner/Fiduciary Supervisor of Jefferson County, West Virginia, to whom the estate of the above named decedent was referred, do hereby approve the foregoing appraisal of such estate.

Given under my hand this _____ day of _____, 20 _____

By _____
Fiduciary Commissioner/Fiduciary Supervisor Deputy

PART 8: CLERK OF THE COUNTY COMMISSION

STATE OF WEST VIRGINIA
COUNTY OF JEFFERSON, To-wit:

In the Clerk's office of Jefferson County on the 23 day of June, 2022, the foregoing appraisal of the above named decedent was presented and upon motion admitted to record.

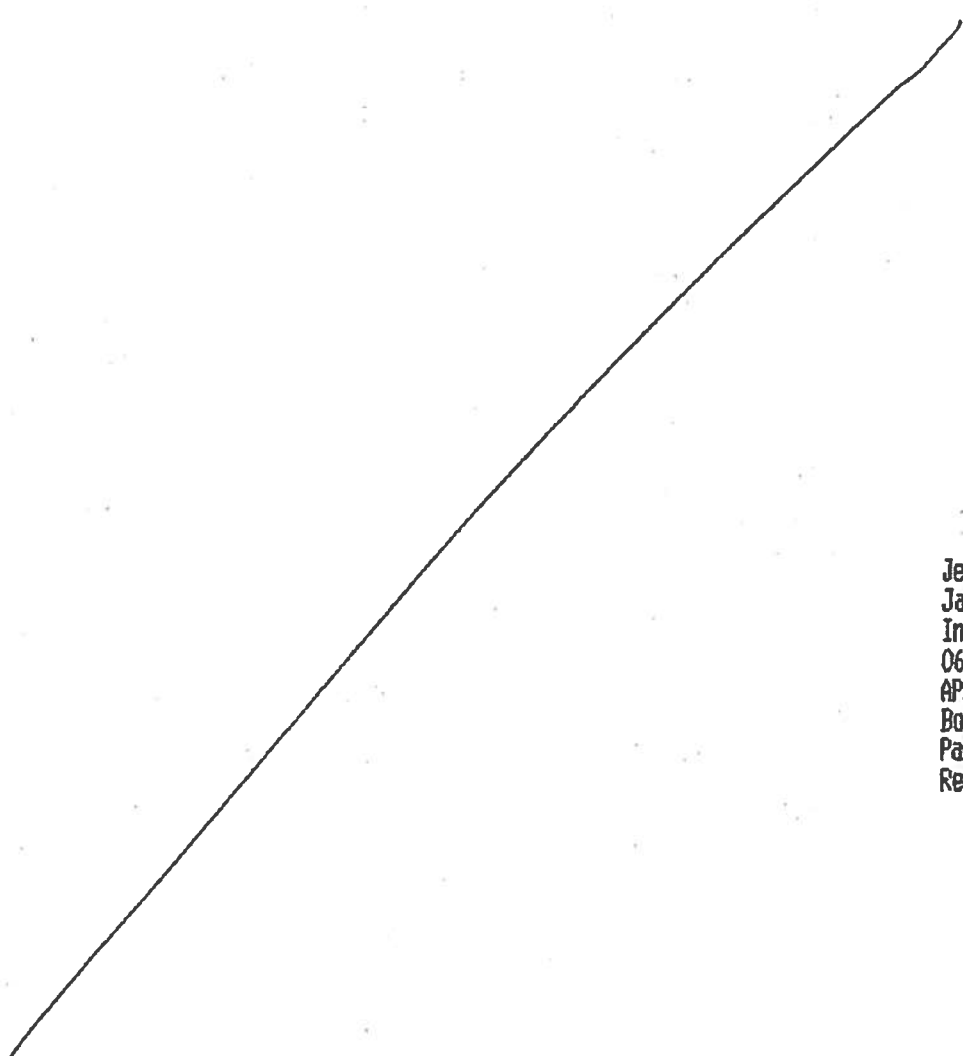
Attest: Jacqueline C. Shadle, Clerk
By: Karen Olden, Deputy

Decedent's Name: LARRY K CROUSE SR

INVENTORY OF NONPROBATE REAL ESTATE

If you answered "YES" to any question under PART 2: QUESTIONNAIRE OF NONPROBATE REAL ESTATE, show the following on this page:

- a. the type of transfer(s) with reference to the question number in PART 2;
- b. name(s) of the person(s) with an interest in the real estate as joint tenant or transferee;
- c. relationship to the decedent of ALL above named persons;
- d. market value at the date of death; and
- e. description of the real estate including assessed value.



Jefferson County
Jacqueline C Shadle, Clerk
Instrument 202200009128
06/23/2022 @ 12:55:07 PM
APPRAISEMENT
Book 38 @ Page 149
Pages Recorded 5
Recording Cost \$ 12.00

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: Jessica James

Department or Organization: **Jefferson County Commission**

Estimation of amount of time needed for appointment:

Date Requested – 1st Choice: **September 1, 2022**

If a specific date is needed, please provide reason for specific date:

Date Requested – 2nd Choice:

Subject (*Wording to be placed on agenda*): **Interviews and Appointments to the Jefferson County Development Authority Board of Directors – one unexpired term for Citizen Representative ending April 5, 2024.**

Please provide the County Commission with a description of your request or presentation, including any background information:

Is this a funding request? Y/N **NO**

If so, how much? \$

Provide exact financial impact/request:

Recommended motion (*Please type out the wording of the motion that you would like the Commission to approve*):

Attach supporting documents for request, or request may be denied.

If not attached, explain:

Is equipment needed? Projector **Y/N** Internet/Wi Fi **Y/N** Telephone for conference call **Y/N**

Contact information:

Email address:

Phone Number:

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/RECOMMENDATION

not applicable

Jessica Carroll

From: John Nissel
Sent: Wednesday, June 8, 2022 11:03 AM
To: Jessica Carroll
Subject: Fwd: RANSON CITY COUNCIL

FYI

Sent from my iPhone

Begin forwarded message:

From: Dennis Jarvis <djarvis@jcda.net>
Date: June 8, 2022 at 10:21:26 AM EDT
To: Sean Feigo <sean.feigo.jcda@gmail.com>, "Neil McLaughlin (neil.mclaughlin@wvumedicine.org)" <neil.mclaughlin@wvumedicine.org>, Steve Stolipher <stolipherjcc@gmail.com>, John Nissel <jnissel@jeffersoncountywv.org>, todd coyle <todd@flatrabbitmusic.com>
Subject: Fwd: RANSON CITY COUNCIL

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or on clicking links from unknown senders.
Please review the email below

Mr Colandrea is resigning from the JCDA board

Get [Outlook for iOS](#)

From: Anna Padilla <anna@jcda.net>
Sent: Wednesday, June 8, 2022 9:53 AM
To: Dennis Jarvis <djarvis@jcda.net>
Subject: FW: RANSON CITY COUNCIL

From: Andy Colandrea <andycolandrea@yahoo.com>
Sent: Wednesday, June 8, 2022 9:53 AM
To: Anna Padilla <anna@jcda.net>
Subject: RANSON CITY COUNCIL

Anna,

I just wanted to inform you that last night was the Ranson City Council election. I have won along with the other three running with me. I can't lie, I will be using the majority of my time focusing on Ranson. I don't think it is fair for the JCDA. I would like to know what is the **process to resign** so that you can find someone who will be better committed to this job.

Andy

Colandrea Corporation

August 26, 2022

RE: JCDA Board Membership

To Whom It May Concern,

I am writing this to express interest in becoming a member of the Jefferson County Development Authority Board of Directors. With my experience in the Jefferson County community being born and raised, participating in Leadership Jefferson, Past President of The Rotary Club of Charles Town, current President of The Jefferson County Chamber of Commerce and a Father and Husband of a family with very much stake in the growth and development of the area, I feel I am a strong candidate and will be an asset to help move the initiatives forward.

Sincerely,

Chris Puller

A handwritten signature in black ink, appearing to be 'CP' with a long horizontal stroke extending to the right.

Jefferson County Commission
Application for Boards, Committees or Commissions

Please type or print information

Name: Chris Puller

Home Telephone Number: 304-671-3707

Work Address: 119 W. Washington St. Charles Town WV 25414

Work Phone Number: _____

Mobile Phone Number: 304-671-3707

E-mail Address: Chris.Puller@spmc.com

Party Affiliation: *(Building Commission and Health Department applicants)*

Occupation: Residential Lending Specialist

Education: High School Jefferson High School

College West Virginia University

Trade/Business School _____

Are you a United States citizen? Yes No

Are you a West Virginia resident? Yes No

Are you a resident of Jefferson County? Yes No

Are you able to produce verification of residency? Yes No

(Proof of paying personal property tax, voter registration, etc.)

Address: 47 Heath Dr.
Charles Town WV 25414

Magisterial District: Canty

List Qualifications for this Position and/or include a resume and cover letter that expresses your interest in serving: Attached

Organization Memberships and Positions Held : Attach (see Cover Letter)

Have you even been convicted of any felonies? If yes, please list. NO

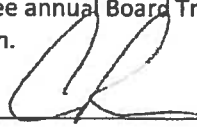
Date:	Offense:

Statement: _____

I hereby certify that the facts set forth in the above are true and complete to the best of my knowledge and authorize the Jefferson County Commission to verify their accuracy and to obtain reference information. I hereby release Jefferson County Commission from any/all liability of whatever kind and nature which, at any time, could result from obtaining and having an appointment decision based on such information.

I understand that falsified statements of any kind or omissions of facts called for on this application shall be considered sufficient basis for removal.

I understand that I will fully adhere to the policies, rules and regulations of this appointment, including reading, adhering and signing the County's Ethics Statement and adhering to Robert's Rules as provided in a packet to me when obtaining my Oath of Office or on the County's website. I understand I may also attend a free annual Board Training and Ethics Training meeting established by the Jefferson County Commission.

Signature:  Date: 8/26/22

This application is good for and will be retained for two (2) years in accordance with the Administrative Policies and Procedures Policy. In order to be considered for appointment, a new application must be submitted.

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: Jessica Carroll, Assistant Deputy County Administrator

Department or Organization: **Jefferson County Commission**

Estimation of amount of time needed for appointment:

Date Requested – 1st Choice: **September 1, 2022**

If a specific date is needed, please provide reason for specific date:

Date Requested – 2nd Choice:

Subject (*Wording to be placed on agenda*): **Interviews and Appointments to the Jefferson County Farmland Protection Board – two four-year terms ending September 7, 2026 – one representing the public (non-farmer) and the other representing the Conservation District**

Please provide the County Commission with a description of your request or presentation, including any background information:

Is this a funding request? Y/N NO

If so, how much? \$

Provide exact financial impact/request:

Recommended motion (*Please type out the wording of the motion that you would like the Commission to approve*):

Attach supporting documents for request, or request may be denied.

If not attached, explain:

Is equipment needed? Projector Y/N Internet/Wi Fi Y/N Telephone for conference call Y/N

Contact information:

Email address:

Phone Number:

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/RECOMMENDATION

The Jefferson County Commission proposes to name persons to serve on the following Authorities, Boards, Commissions, or Committees on Thursday, September 1, 2022, or as soon thereafter as the Commission may decide:

Jefferson County Farmland Protection Board - two 4-year terms ending September 7, 2026.

Positions available

- one Conservation District representative
- one non-farmer/public representative

Persons who may be interested in the above listed agency should submit a letter of interest and a resume or statement of qualifications to the Jefferson County Commission, P.O. Box 250, Charles Town, WV 25414, no later than 12:00 p.m. the Monday prior to the proposed date of appointment.

Additional information regarding these appointments may be obtained by calling the Commission Office at (304) 728-3284.

Jessica Carroll

From: Gavin Perry <gavarch@gmail.com>
Sent: Monday, August 22, 2022 1:42 PM
To: Jessica Carroll
Cc: Elizabeth Wheeler
Subject: Re: Farmland Protection Board Notice of Term Expiration

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or on clicking links from unknown senders.

Jessica, thank you for the notification. I will not be able to serve another term at this time.

All the best in your search for new board members

Gavin

On Mon, Aug 22, 2022, 6:17 PM Jessica Carroll <jcarroll@jeffersoncountywv.org> wrote:
Mr. Perry -

Please see attached, and let me know if you have any questions.

Thanks,

Jessica

-----Original Message-----

From: Helpdesk@jeffersoncountywv.org <Helpdesk@jeffersoncountywv.org>
Sent: Monday, August 22, 2022 1:29 PM
To: Jessica Carroll <jcarroll@jeffersoncountywv.org>
Subject: Scanned Hunter Building Commission

This is scanned and sent to you from Hunter Building Commission Offices

Attachment File Type: pdf, Multi-Page

multifunction device Location: Hunter House - 1st Floor - Front Offices Area
Device Name: XRX9C934E1DB4F9

Contact Commission Offices
Hunter Building

Jessica Carroll

From: NICHOLAS KERCHEVAL <truxnscoots@msn.com>
Sent: Monday, August 22, 2022 2:18 PM
To: Jessica Carroll
Subject: Re: Farmland Protection Board Notice of Term Expiration
Attachments: Scanned Hunter Building Commission.pdf

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or on clicking links from unknown senders.

Jessica.....I will serve until my position is filled. I am terming out and therefore will not be reapplying.

Best regards,
Nick Kercheval

Sent from my iPhone

On Aug 22, 2022, at 1:17 PM, Jessica Carroll <jcarroll@jeffersoncountywv.org> wrote:

Mr. Kercheval -

Please see attached, and let me know if you have any questions.

Thank you,

Jessica

-----Original Message-----

From: Helpdesk@jeffersoncountywv.org <Helpdesk@jeffersoncountywv.org>
Sent: Monday, August 22, 2022 1:29 PM
To: Jessica Carroll <jcarroll@jeffersoncountywv.org>
Subject: Scanned Hunter Building Commission

This is scanned and sent to you from Hunter Building Commission Offices

Attachment File Type: pdf, Multi-Page

multifunction device Location: Hunter House - 1st Floor - Front Offices Area
Device Name: XRX9C934E1DB4F9

Contact Commission Offices
Hunter Building

Jefferson County Commission
Application for Boards, Committees or Commissions
Farmland Preservation Board

Please type or print information

Name: Timothy Neill Banks

Home Telephone Number: (304) 876-3990

Work Address: 190 Best Rd Harpers Ferry WV

Work Phone Number: _____

Mobile Phone Number: (304) 676-1031

E-mail Address: baltavista@aol.com

Party Affiliation: (Building Commission and Health Department applicants)

Occupation: Self-Employed Farmer

Education: High School Jefferson High School (1983)

College _____

Trade/Business School James Rumsey (1983)

Are you a United States citizen? Yes No

Are you a West Virginia resident? Yes No

Are you a resident of Jefferson County? Yes No

Are you able to produce verification of residency? Yes No

(Proof of paying personal property tax, voter registration, etc.)

Address:
190 Best Rd
Harpers Ferry WV 25425

Magisterial District: _____

List Qualifications for this Position and/or include a resume and cover letter that expresses your interest in serving:

Life long resident of Jefferson County
Life long Farmer in Jefferson County
Advocate for Farm Preservation & Agriculture in Jefferson County

Organization Memberships and Positions Held: Served on Jefferson County Farm Bureau Board in the Past. Currently serving as Farm Service agency committee chairman.

Have you even been convicted of any felonies? If yes, please list.

Date:	Offense:
	N/A

Statement: _____

I hereby certify that the facts set forth in the above are true and complete to the best of my knowledge and authorize the Jefferson County Commission to verify their accuracy and to obtain reference information. I hereby release Jefferson County Commission from any/all liability of whatever kind and nature which, at any time, could result from obtaining and having an appointment decision based on such information.

I understand that falsified statements of any kind or omissions of facts called for on this application shall be considered sufficient basis for removal.

I understand that I will fully adhere to the policies, rules and regulations of this appointment, including reading, adhering and signing the County's Ethics Statement and adhering to Robert's Rules as provided in a packet to me when obtaining my Oath of Office or on the County's website. I understand I may also attend a free annual Board Training and Ethics Training meeting established by the Jefferson County Commission.

Signature: T. Neill Banks Date: 7/20/22

This application is good for and will be retained for two (2) years in accordance with the Administrative Policies and Procedures Policy. In order to be considered for appointment, a new application must be submitted.

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: Elizabeth Wheeler, Director

Department or Organization: Jefferson County Farmland Protection Board

Estimation of amount of time needed for appointment: 5- 10 minutes

Date Requested – 1st Choice: September 1, 2022

If a specific date is needed, please provide reason for specific date:

Date Requested – 2nd Choice:

Subject (*Wording to be placed on agenda*): **Approval of purchase of one Agricultural Conservation Easement**

Please provide the County Commission with a description of your request or presentation, including any background information:

The attached Deed of Easement for (2019-01) has been approved by the Jefferson County Farmland Protection Board (Board) and reviewed and approved by the Planning and Zoning Office and the Office of the Prosecuting Attorney. The easement is ready to close. Funding is provided for the easement through the Jefferson County Farmland Protection Program, the Natural Resources Conservation Service, and the WV Agricultural Land Protection Authority . The 2019-01 easement is for 311.157 acres with a cost to the Board of \$110,005. The landowner has donated \$400,000 of easement value.

Is this a funding request? Y/N **NO**

If so, how much? \$ 0

Provide exact financial impact/request:

Recommended motion (*Please type out the wording of the motion that you would like the Commission to approve*):

That the Jefferson County Commission approve the purchase by the Jefferson County Farmland Protection Board for the Jefferson County Farmland Protection Program one conservation easement on the property in Jefferson County owned by Brown Family Trust-2019. (Property 2019-01).

Attach supporting documents for request, or request may be denied. Map of easement location, Deed of Conservation Easement

If not attached, explain:

Is equipment needed? NO Projector Internet/Wi Fi Telephone for conference call

Contact information:

Email address: farmlandprotection@jcda.net

Phone Number: 304-724-1414

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/RECOMMENDATION

DEED OF CONSERVATION EASEMENT

This **DEED OF CONSERVATION EASEMENT** ("Easement" or "Easement Deed") is made this _____ day of _____, 20___, by **TIMOTHY M. BROWN, SURVIVING TRUSTEE OF BROWN FAMILY TRUST – 2019, UNDER AGREEMENT DATED OCTOBER 2, 2019**, having an address at **494 Harry Shirley Road, Kearneysville, WV 25430** ("Grantor"), to the **JEFFERSON COUNTY FARMLAND PROTECTION BOARD** ("JCFPB", "Grantee" or "Holder"), having its mailing address at **P.O. Box 731, Charles Town, WV 25414**, to the **West Virginia Agricultural Land Protection Authority**, a public board authorized under **West Virginia Code §8A-12-1, et seq. and a 501- c-3 organization** ("Authority", "Grantee" or "Co-holder") having a mailing address of **1900 Kanawha Boulevard East, Charleston, WV 25305**, and with a right of enforcement to the **United States of America** ("United States"), acting by and through the **United States Department of Agriculture (USDA) Natural Resources Conservation Service** ("NRCS" or "USDA-NRCS") with its mailing address at **1550 Earl Core Road, Morgantown, WV 26505**, on behalf of the **Commodity Credit Corporation (CCC)**, as its interest appears herein, for the purpose of protecting the agricultural use and future viability, and related Conservation Values (hereinafter defined), by limiting nonagricultural uses that negatively affect the agricultural uses and conservation values of the Protected Property (defined below). For purposes of this agreement, references to the rights, duties and obligations of Grantor and Grantee apply equally and in full force to any successors to the parties to this agreement.

WITNESSETH:

WHEREAS, Grantor is the sole owner in fee simple of certain real property in Jefferson County, West Virginia, consisting of 311.157 acres of land, more or less, and more particularly described in Exhibit A, incorporated herein by reference (the "Protected Property"). The Protected Property is also described in a deed of record in the office of the Clerk of the County Commission, Jefferson County at Deed Book 1230, Page 693; Deed Book 1230, Page 698; and Deed Book 1231, Page 687;

WHEREAS, the Protected Property possesses agricultural, including prime, unique, statewide or locally important soils; open space and natural values (collectively, "Conservation Values") of great importance to Grantor, the people of Jefferson County, and the people of the State of West Virginia, and all current and future generations of mankind;

WHEREAS, this Easement is acquired with funds provided, in part, under the Agricultural Conservation Easement Program (ACEP), 16 U.S.C Section 3865 et seq. and 7 CFR Part 1468 for the purpose of protecting the agricultural use and future viability, and related Conservation Values, by limiting nonagricultural uses that negatively affect the agricultural uses and Conservation Values of the Protected Property (the "Purpose of the Easement");

WHEREAS, under the authority of the Agricultural Conservation Easement Program, the United States Department of Agriculture's Natural Resources Conservation Service has provided \$400,000.00 to Grantee for the acquisition of this conservation easement entitling the United States to the rights identified herein;

WHEREAS, the Authority has provided \$289,995.00 and JCFPB has provided \$110,005.00 to purchase a conservation easement on 311.157 acres of the Protected Property;

WHEREAS, the specific Conservation Values of the Protected Property are documented in an inventory of relevant features of the Protected Property, on file at the office of Grantee

DEED OF CONSERVATION EASEMENT

and incorporated by reference ("Baseline Documentation"), which consists of reports, maps, photographs, and other documentation that the parties agree provide an accurate representation of the Protected Property at the time of this contract and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this Easement;

WHEREAS, Grantor and Grantee have the common purpose of protecting the agricultural use and future viability, and related Conservation Values;

WHEREAS, Grantor further intends, as owner of the Protected Property, to convey to Grantee the right to preserve and protect the Conservation Values of the Protected Property in perpetuity;

WHEREAS, the Legislature of the State of West Virginia ("Legislature") has recognized in West Virginia Code §8A-12-1 et seq. the importance and significant public benefit of conservation and preservation easements in its ongoing efforts to protect the natural, historic, agricultural, open-space and scenic resources of the State of West Virginia;

WHEREAS, the Legislature has declared that agriculture is a unique life support industry, and recognizes the need to support the irreversible loss of agricultural land, and the legislature authorizes the State of West Virginia and its counties so desiring to protect agricultural land and woodland as open-space land, to develop programs, to accept qualifying properties voluntarily entered into the program, and pursuant to West Virginia Code §8A-12-5 provided Jefferson County Farmland Protection Board has the authority to acquire and hold conservation easements;

WHEREAS, the County Commission of Jefferson County, West Virginia ("County Commission") has declared that the agriculture community of Jefferson County provides sources of agricultural products for the citizens of the state; enhances tourism, protects worthwhile community values, institutions and landscapes which are inseparably associated with traditional farming; and controls urban expansion which is consuming land, topsoil and woodland of the county;

WHEREAS, the County Commission has resolved to provide persons of Jefferson County an opportunity to voluntarily protect agricultural land by creating the Jefferson County Farmland Protection Board and authorizing it to create and administer the Jefferson County Farmland Protection Program;

WHEREAS, JCFPB is a public agency established to provide landowners with an opportunity to voluntarily protect agricultural land in Jefferson County by the voluntary placement of conservation or preservation easements on eligible property;

WHEREAS, Grantee affirms that this Easement represents a unique and valuable asset to the quality of life in Jefferson County and the state of West Virginia, that by the acceptance of this Easement it will act in good faith to uphold the conservation easement and not seek to benefit from its conversion or elimination, and that it agrees to honor the intentions of Grantor stated herein and to preserve and protect in perpetuity the Conservation Values of the Protected Property for the benefit of this generation and the generations to come in the future;

DEED OF CONSERVATION EASEMENT

NOW, THEREFORE, in consideration of the above and the mutual covenants, good and valuable consideration, terms, conditions and restrictions contained herein, and pursuant to the laws of West Virginia, Grantor hereby voluntarily grants, bargains, and conveys to Grantee, and with a right of enforcement to the United States, a conservation easement in perpetuity over the Protected Property of the nature and character and to the extent hereinafter set forth in this Easement. It is the purpose of this Easement to protect the agricultural use and future viability of the Protected Property by limiting nonagricultural uses; and to prevent any use of the Protected Property that will significantly impair or interfere with the Conservation Values of the Protected Property, including its prime, unique, statewide and locally important soils.

To achieve these objectives, the terms, conditions, and restrictions of this Easement are hereinafter set forth. The parties agree that the United States is granted enforcement rights under the terms of this Easement. However, the United States will only exercise its rights as set forth below at Paragraph II. 5. e (*United States Right of Enforcement*). Until such time, if ever, the United States exercises its rights under this Easement, Grantee is the primary manager and enforcer of this Easement.

The Grantor and Grantee and their respective heirs, successors, agents, assigns, lessees, and any other person claiming under them must comply with all terms and conditions of this easement, including the following:

I. TERMS, CONDITIONS AND RESTRICTIONS

1. **Conservation Plan for Highly Erodible Cropland.** A Conservation Plan for Highly Erodible Cropland that complies with 7 CFR Part 12 shall be included for all highly erodible cropland on the Protected Property. The Conservation Plan must be updated in consultation with NRCS in the event the agricultural uses or ownership of the Protected Property change. If the NRCS standards and specifications for highly erodible cropland are revised after the date of this Easement based on an Act of Congress, NRCS will work cooperatively with the Grantor and Grantee to develop and implement a revised Conservation Plan for highly erodible cropland. A copy of the current Conservation Plan is kept on file with the Grantee and NRCS.

2. **Use and Quiet Enjoyment.** Grantor has the right to reside on the Protected Property and to benefit from all aspects of the quiet enjoyment of the Protected Property. Grantor has the right to engage in any and all personal recreational uses of the Protected Property, including but not limited to hiking, touring, swimming, camping, biking, horseback riding, hunting, and fishing, so long as said personal recreational uses require no development of the Protected Property and are consistent with the Conservation Values.

Grantor reserves to itself, and to grantor's personal representatives, heirs, successors, and assigns, all rights accruing from grantor's ownership of the Protected Property, including the right to engage in or permit or invite others to engage in all uses of the Protected Property that are not expressly prohibited herein and are not inconsistent with the purpose of this Easement; provided, however, that any activities inconsistent with the purposes of this Easement are prohibited.

DEED OF CONSERVATION EASEMENT

3. Agricultural Uses of the Land. Any activities inconsistent with the purposes of the Easement are prohibited. Grantor may engage in any and all agricultural uses of the Protected Property provided it is conducted in a manner consistent with the terms of this Easement. Examples of permitted agricultural uses include the production of plants and animals useful to man, including, but not limited to: forage, grain, and field crops; pasturage, dairy, and dairy products; poultry and poultry products; equestrian uses; livestock and fowl uses and livestock and fowl products; bees and apiary products; fruits, nuts, and vegetables of all kinds; nursery, floral, and greenhouse products; aquaculture; a grain mill; and the processing and storage of the agricultural products produced principally on the Protected Property. Any secondary agricultural activity, including but not limited to farm mechanics, blacksmithing, or related activities, shall be considered an agricultural activity. However, such secondary agricultural activities must be undertaken in the permitted agricultural or residential structures and must be consistent with the Conservation Values.

4. Agricultural Structures. Grantor has the right to maintain, construct, and place agricultural structures contributing to the production, primary processing, direct marketing and storage of agricultural products produced principally on the Protected Property. Agricultural structures shall be constructed or placed within the area described in Exhibit C attached hereto and made a part hereof ("Farmstead Complex Area") and shall be limited by the maximum square footage as described in Paragraph I. 11. (*Maximum Impervious Surface Coverage*).

5. Retail Sale of Farm Products. Businesses directly related to the retail sale of farm products produced primarily on the Protected Property that are supportive and agriculturally compatible may be established on the Protected Property. Such businesses include roadside stands or structures to facilitate the direct sale to the public of agriculture products, as long as not more than 2,000 square feet of structures are erected to facilitate such retail sales. Structures permitted under this paragraph (5) shall be subject to Paragraph I. 11. (*Maximum Impervious Surface Coverage*).

6. Activities for Religious, Charitable or Educational Purposes or to Foster Tourism. Activities or businesses undertaken for charitable or educational purposes or to foster tourism may be conducted on the Protected Property in order to foster rural economic uses while protecting the rural character of the Protected Property. Such activities or businesses must be compatible with and supportive of the rural character of the Protected Property, and must remain incidental to the agricultural and open-space character of the Protected Property.

- (a) Non-agricultural commercial and industrial structures and uses are prohibited. Activities or businesses undertaken for charitable or education purposes or to foster tourism must be undertaken in the agricultural structures permitted under Paragraph I. 4. (*Agricultural Structures*) or Paragraph I. 8. (*Residential Dwellings*); no other structures are permitted on the Protected Property.
- (b) The stables, horseback riding arenas both within and outside the barn, and supporting pavilion(s) and buildings are considered agricultural buildings. Such buildings shall be located within the Farmstead Complex Areas described in Exhibit C, and shall be limited by the maximum square feet as described below in Paragraph I. 11. (*Maximum Impervious Surface Coverage*).

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- (c) Accommodation of tourists and visitors is permitted but only within permitted residential structures and appurtenances, and/or agricultural structures, except for rural recreational activities such as hayrides, corn mazes, etc.
- (d) Accommodation of overnight guests is permitted, but only within permitted residential structures.
- (e) Non-agricultural commercial operation of dune buggies, motorcycles, all-terrain vehicles, hang gliders, aircraft, jet skis, motorized boats or any other types of mechanized vehicles whether or not considered to foster tourism is prohibited.
- (f) Extensive commitment of land resources as required by golf courses, racetracks, tennis clubs, baseball, soccer and other ball fields and similar uses whether or not considered to foster tourism is prohibited.

7. **Home Based Businesses.** Industrial or commercial activities on the Protected Property are prohibited except the following:

- (a) agricultural production and related uses in accordance with the terms and conditions of this Easement Deed; ;
- (b) temporary or seasonal outdoor activities or events that do not harm the agricultural use, future viability, and related Conservation Values of the Protected Property herein protected;
- (c) commercial enterprises related to agriculture or forestry including but not limited to agritourism, processing, packaging, and marketing of farm or forest products, farm machinery repair, and small-scale farm wineries; and
- (d) home-based businesses that do not require a Department of Environmental Protection permit to operate, provided that:
 - i. the occupation or business use is conducted entirely within the Single Residential Dwelling(s) (as described in Exhibit B or Exhibit D) or appurtenances allowable under Paragraph I. 8. (*Residential Dwellings*); and
 - ii. the use of the dwelling for the home-based business is clearly incidental and subordinate to the use of the dwelling for residential purposes.

8. **Residential Dwellings.** Grantor and Grantee acknowledge the existence of Single Residential Dwelling(s) on the Protected Property as more fully described in Exhibit B. In addition, Grantor may construct additional Single Residential Dwelling(s) on the Protected Property, each to be located within a separate Building Envelope as indicated in Exhibit D (the "Retained Development Rights"). No other Single Residential Dwellings shall be constructed or placed on the Protected Property. All new or relocated structures and improvements must be located within the Building Envelopes, except for agricultural structures permitted herein under Paragraph I. 4. (*Agricultural Structures*). The following conditions and restrictions shall apply:

- (a) Each Building Envelope shall contain no greater than two (2) acres each.
- (b) Grantor has the right to maintain, repair, enlarge, or replace all structures and improvements, including Single Residential Dwellings, as grantor may so desire, except that the total impervious surface of any Single Residential Dwelling that is enlarged or constructed after the Effective Date is limited to 5,000 square feet, excluding any associated driveways, farm lanes, or parking areas.
- (c) Grantor has the right to construct appurtenances such as garages, sheds, and

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recreational facilities within each Building Envelope, except that the total allowed impervious surface within each Building Envelope, excluding driveways, farm lanes, and parking areas, shall not exceed 9,000 square feet. If the impervious surface within a Building Envelope, not including driveways, farm lanes, and parking areas, exceeds 9,000 square feet at the time this easement is closed, no additional impervious surface is permitted within the Building Envelope.

- (d) The boundaries and location of the Building Envelopes may be adjusted if Grantee and the Chief of NRCS provide prior written approval of the adjusted boundaries and location. The Building Envelopes may not increase in size and the adjusted Building Envelopes must provide equal or greater protection of the agricultural use and future viability and related Conservation Values of the Protected Property. Following receipt of written approval to adjust identified Building Envelope(s), the Grantor and Grantee shall amend this Easement Deed to add an Exhibit that describes the subsequently approved boundaries and locations of the Building Envelope(s).
- (e) The Single Residential Dwellings may house one or more families or occupants but shall not be converted to apartments, townhomes, condos, or any other commercial multi-family dwelling.

9. Transfer of Development Rights. All other development rights not specifically reserved under this Easement are hereby extinguished and shall not be transferred to any other property pursuant to a transfer of development rights program or any other means or used to calculate permitted development density.

The Protected Property and any portion thereof shall not be included as part of the gross area of other property not subject to this Conservation Easement for the purposes of determining density, lot coverage, or open spaces requirements under otherwise applicable laws, regulations or ordinances controlling land use and building density. No development rights which have been encumbered or extinguished by this Conservation Easement shall be transferred to any other lands pursuant to a transferable development rights scheme or cluster development arrangement or otherwise; provided, however, that with prior written permission of Grantee, this paragraph shall not preclude such transfer of development rights resulting from the destruction or demolition of any existing residential building on the Protected Property.

10. Subdivision. Separate conveyance of a portion of the Protected Property or division or subdivision of the Protected Property is prohibited. Notwithstanding the fact that, as of the Conservation Easement Date, the Protected Property might consist of more than one parcel for real estate tax or any other purpose or if it may have been acquired previously as separate parcels, it will be considered one parcel for purposes of this Easement, and the restrictions and covenants of this Easement will apply to the Protected Property as a whole.

11. Maximum Impervious Surface Coverage. The total surface coverage of impervious surfaces on the Protected Property shall be subject to the limitations defined below:

- (a) Impervious surfaces shall be defined as any material that covers land and inhibits the percolation of stormwater directly into the soil, including, but not limited to, buildings with or without flooring, roofs, any area covered by permanent or nonpermanent structures, macadam, concrete, asphalt, pavement, gravel and stone driveways, and parking areas. This limitation does not include public roads or other roads owned and

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controlled by parties with rights superior to those rights conveyed to Grantee by this Easement Deed.

- (b) The total surface coverage of the Protected Property by all impervious surfaces, including all Single Residential Dwellings, structures considered as an appurtenance to such dwellings, structures associated with agricultural uses, driveways, and parking areas, but excluding NRCS-approved conservation practices, shall not exceed 271,080 square feet, which is less than 2% of the total Conservation Easement area. This limitation shall not include public roads or other roads owned and controlled by parties with rights superior to those rights conveyed to Grantee by this Easement.

12. Surface Alteration. Grading, blasting, filling, sod farming, excavating, removal of topsoil, earth, sand, gravel, or rock, or any other activity that will disturb the soil surface or materially alter the topography, surface or subsurface water systems, or wetlands of the Protected Property is prohibited, except as follows:

- (a) dam construction to create ponds for agricultural use, fire protection, or wildlife enhancement, or wetland restoration, enhancement or creation, in accordance with a Conservation Plan;
- (b) erosion and sediment control pursuant to a plan approved by the Grantee;
- (c) soil disturbance activities as required in the construction of approved buildings, structures, roads, or utilities, provided that the required alteration has been approved in writing by Grantee as being consistent with the Conservation Values; or
- (d) agricultural activities conducted in accordance with a Conservation Plan.

Provided, however, that activities permitted under this paragraph (12) are conducted in accordance with a Conservation Plan, disturbed land does not exceed one (1) acre in total area, and all disturbed land is restored within a reasonable time period.

13. Oil, Gas, or Mineral Exploration and Extraction. The exploration, development, mining, or extraction of soil, sand, gravel, oil, natural gas, fuel, coal, or any other mineral substance owned by Grantor as of the date of this Easement or later acquired by Grantor, using any surface mining, subsurface mining, or dredging method, from the Protected Property is prohibited.

If a third party owns or leases the oil, natural gas, or any other mineral substance at the time this Easement is executed, and their interests have not been subordinated to this Easement, the Grantor must require, to the greatest extent possible, that any oil, natural gas, and mineral exploration and extraction conducted by such third party is conducted in accordance with this paragraph (13). Any mineral leases or other conveyances of minerals entered into or renewed after the date of this Easement are subordinate to the terms of this Easement and must incorporate by reference this Easement,

14. Management of Woodland Resources. Easement property with contiguous forest that exceeds the greater of 40 acres or 20 percent of the easement area will have a current forest management plan that is subject to approval by the Grantee and the NRCS. The agricultural use of timber and woodland products on the Protected Property is permitted, provided it is carried out to the extent practicable in accordance with current, generally accepted, best management practices for the site's soils and the terrain of the Protected

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Property.

A forest management plan shall not be required for the following activities and do not require prior approval of the Grantee or NRCS:

- (a) removal of trees posing an imminent hazard to the health or safety of persons or livestock;
- (b) cutting of trees for firewood, or for other domestic uses of Grantor;
- (c) cutting of trees for the construction or maintenance of permitted structures or landscaping within the Residential Area or the Retained Development Areas or for access otherwise permitted in this Easement;
- (d) removal of trees for the maintenance or the improvement to existing pastures or fence lines; or
- (e) removal of invasive species both plant and insect

The Grantor reserves the right to remove trees in areas of the Protected Property that were forested at the time this Deed of Conservation Easement was executed, as indicated in the Baseline Documentation, in order to convert management systems from a forest land use to an agricultural land use. Such land use conversion shall be conducted through an update to a Conservation Plan, which update must be approved by NRCS, the Grantor, and the Grantee before any trees are removed.

Forest management and timber harvesting activities must be carried out in accordance with all applicable local, State, Federal, and other governmental laws and regulations and be consistent with this Easement and the protection of Conservation Values of the Protected Property.

Such forest management and timber harvesting must be performed in accordance with a written forest management plan consistent with this Easement prepared and signed by a licensed professional forester. NRCS and the Grantee will approve the plan to ensure it is consistent with the agricultural conservation value of this Easement. Said plan must have been prepared not more than 10 years prior to the date any harvesting is expected to commence.

15. Other Construction. Except as specifically permitted herein, there shall be no constructing or placing of any buildings; manufactured homes; swimming pools or other recreational facilities; commercial lighting or any other temporary or permanent structure or facility on or above the premises.

16. Roads. New roads may be constructed if they are within impervious surface limits, approved in advance by Grantee, and necessary to carry out the agricultural operations or other allowed uses on the Protected Property, including providing access to the Retained Development Rights (Exhibit D) on the Protected Property. Maintenance of existing roads documented on the Baseline Documentation Report is allowed; however, existing roads may not be widened or improved unless widening and improving is within impervious surface limits, approved in advance by Grantee, and necessary to carry out the agricultural operations or other allowed uses on the Protected Property. Paved roads are subject to the impervious surface limitations referenced above.

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17. **Fences.** Existing fences may be maintained, repaired, and replaced and new fences may be built on the Protected Property as necessary for agricultural operations or other allowed uses on the Protected Property, including for customary management of livestock and to delineate the boundary of the Protected Property. Maintenance, replacement, and installation of fences must be conducted in a manner consistent with the Purpose of the Easement.

18. **Signs.** Except for no trespassing signs, for-sale signs, signs identifying this Easement, and signs to advertise an on-site activity or business, all other signs, advertisements and billboards of any nature are prohibited. The permitted signs may not exceed 15 square feet per sign.

19. **Wastes.** Dumping or storage of trash, garbage, hazardous substances, abandoned vehicles or machines, or other material on the Protected Property is prohibited. However, composting of biodegradable material used or produced on the Protected Property to improve gardens and pastures on the Protected Property is permitted so long as composting and its application is consistent with the Conservation Plan.

20. **Granting of Easements.** The granting or modification of easements for utilities or roads is prohibited when the utility or road will adversely affect the Conservation Values of the Protected Property as determined by the Grantee in consultation with the Chief of NRCS.

21. **Utilities.** Grantor shall not sell, lease, or grant an easement covering any portion of the Protected Property where such sale, lease, or easement is for the purpose of construction or installation of underground or above-ground utility systems, including, but not limited to, water, sewer, power, fuel, sewerage pumping stations, and cellular telephone or other communication towers, except where such easement is for the sole purpose of serving approved buildings or structures on the Protected Property. Utilities to serve approved buildings or structures on the Protected Property that neither individually nor collectively have an adverse impact on the agricultural use and future viability and related conservation values of the Protected Property may be built or installed outside of the Building Envelopes with prior written approval of the Grantee and NRCS provided that said utilities are consistent with a Conservation Plan. Renewable energy production is allowed for the purpose of generating energy for the agricultural and residential needs of the Property. Renewable energy sources must be built and maintained within impervious surface limits, with minimal impact on the Conservation Values of the Protected Property and consistent with the purposes of the Easement.

22. **Streams, Wetland and Water Bodies.** There shall be no pollution, alteration, depletion of surface water, natural water courses, lakes, ponds, marshes, wetlands, springs, subsurface water or any other water bodies, nor shall there be activities conducted on the Protected Property that would be detrimental to water purity or that could alter natural water level and/or flow in or over the Protected Property. Nothing in this paragraph shall prohibit the creation or dredging of farm ponds or the reasonable use of the available water of the Protected Property for agricultural purposes permitted by this Easement. Structures and facilities associated with irrigation, farm pond impoundment, or soil and water conservation on the Protected Property shall be considered to be intended for agricultural purposes. Expansion and construction of ponds and structures outside the Farmstead Complex Area

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shall be conducted in accordance with Paragraph I. 12. (*Surface Alteration*) and a Conservation Plan. Farm ponds both inside and outside the Farmstead Complex Area shall not exceed two (2) acres in area.

II. GENERAL PROVISIONS

1. **Preserving Agricultural Uses.** The provisions of this Easement Deed and associated exhibits will not be interpreted to restrict the types of agricultural operations that can function on the Protected Property, so long as the agricultural operations are consistent with the long term viability of the Protected Property, Conservation Plan and Easement purposes, and do not violate Federal laws, including Federal drug laws, or that decrease the Easement's protection for the purpose of this Easement. No uses will be allowed that decrease protection for the agricultural use and future viability, and related Conservation Values, of the Protected Property.

2. **Access.** No right of access by the general public to any portion of the Protected Property is conveyed by this Easement.

3. **Rights of the Grantee.** To accomplish the purpose of this Easement the following rights are conveyed to Grantee or its agent by this Easement:

- (a) To preserve and protect the Conservation Values of the Protected Property;
- (b) To enter upon the Protected Property on a yearly basis (or more frequently if violations are observed or suspected) in order to monitor Grantor's compliance with and otherwise enforce the terms of this Easement; provided that such entry shall be upon prior reasonable notice to Grantor, and Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Protected Property; and
- (c) To prevent any activity on or use of the Protected Property that is inconsistent with the purpose of this Easement and to require the restoration of such areas or feature of the Protected Property that may be damaged by any inconsistent activity or use, pursuant to Paragraph II. 5. (*Grantee's Remedies*).

4. **Grantee Notification/Approval.** Grantor reserves for itself the right to engage in any and all activities not expressly prohibited herein and not inconsistent with the purpose of this Easement without seeking the approval of Grantee.

5. **Grantee's Remedies.**

(a) **Notice of Violation; Corrective Action.** If Grantee determines that Grantor is in violation of the terms of this Easement or that a violation is threatened, Grantee shall give written notice to Grantor of such violation and demand that the Grantor take corrective action within 60 days sufficient to cure the violation and, where the violation involves injury to the Protected Property resulting from any use or activity inconsistent with the purpose of this Easement, to restore the portion of the Protected Property so injured to its prior condition in accordance with a plan approved by Grantee.

(b) **Injunctive Relief.** The Grantee and its successors or assigns, jointly or severally, shall have the right to enforce these restrictions by injunction and other appropriate proceedings, including, but not limited to, the right to require Grantor to restore the

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Protected Property to the condition existing at the time of this Easement in order to correct any violation(s) of this Easement. Grantee's rights under this paragraph (5. (b)) apply equally in the event of either actual or threatened violations of the terms of this Easement, and Grantor agrees that Grantee shall be entitled to the injunctive relief in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies.

(c) **Costs of Enforcement.** Any costs incurred by Grantee in enforcing the terms of this Easement against Grantor, including without limitation costs of suit and attorneys' fees and costs or restoration necessitated by Grantor's violation of the terms of this Easement, shall be borne by Grantor. If Grantor prevails in action to enforce the terms of this Easement, Grantor's costs of suit, including, without limitation, attorneys' fees, shall be borne by Grantee. Costs incurred by Grantee in enforcing the terms of this Easement against third parties shall be borne by Grantee. The preceding two sentences shall not apply to the United States should the United States exercise its rights under (e) below (*United States Right of Enforcement*).

(d) **Forbearance.** Forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

(e) **United States Right of Enforcement.** Pursuant to 16 U.S.C. Section 3865 et seq., the United States is granted the right of enforcement that it may exercise only if the terms of the Easement are not enforced by the Grantee. The Secretary of the United States Department of Agriculture (the Secretary) or his or her assigns, on behalf of the United States, may exercise this right of enforcement under any authority available under State or Federal law if the Grantee, or its successors or assigns, fails to enforce any of the terms of this Easement, as determined in the sole discretion of the Secretary.

In the event the United States exercises this right of enforcement, it is entitled to recover any and all administrative and legal costs associated with any enforcement or remedial action related to the enforcement of this Easement from the Grantor, including, but not limited to, attorneys' fees and expenses related to Grantor's violations. In the event the United States exercises this right of enforcement, it is entitled to recover any and all administrative and legal costs associated with any enforcement of this Easement from the Grantee, including, but not limited to, attorneys' fees and expenses related to Grantee's violations or failure to enforce the Easement against the Grantor up to the amount of the United States contribution to the purchase of the Easement.

The Grantee will annually monitor compliance and provide the United States with an annual monitoring report that documents that the Grantee and Grantor are in compliance with the Easement and Conservation Plan. If the annual monitoring report is insufficient or is not provided annually, or if the United States has a reasonable and articulable belief of an unaddressed violation, as determined by the Secretary, the United States may exercise its right of inspection. For purposes of inspection and enforcement of the

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Easement, the United States' ALE-Agreement with the Grantee, and the Conservation Plan for Highly Erodible Cropland the United States will have reasonable access to the Protected Property. Prior to its inspection of the Protected Property, the United States shall provide advance notice to Grantee and Grantor, or Grantor's representative, and provide Grantee and Grantor a reasonable opportunity to participate in the inspection. In the event of an emergency, the United States may enter the Protected Property to prevent, terminate, or mitigate a potential or unaddressed violation of the Easement and will give notice to Grantee and Grantor, or Grantor's representative, at the earliest practicable time.

(f) **General Disclaimer and Grantor Warranty.** The United States, its employees, agents, and assigns disclaim and will not be held responsible for Grantee's or Grantor's negligent acts or omissions or Grantee's or Grantor's breach of any representation, warranty, covenant, or agreements contained in this Easement Deed, or violations of any Federal, State, or local laws, including all Environmental Laws including, without limitation, those that give rise to liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions, costs of actions, or sanctions asserted by or on behalf of any person or governmental authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs, and reasonable attorneys' fees and attorneys' fees on appeal) to which the United States may be subject or which the United States may incur relating to the Protected Property.

(g) **Holder's and Co-holder's Rights and Obligations.** Holder shall have the primary responsibility for the stewardship and monitoring of this easement, determining if a violation has occurred, and for approving any amendments to the Deed of Conservation Easement. These duties may be fulfilled directly by Holder or their agent or the Holder may arrange to have the Co-holder fulfill these duties. Holder will share with the Co-holders monitoring and stewardship information, including but not limited to written notices to Holder and monitoring reports.

The Holder is responsible for any costs incurred in enforcing the terms of the easement, including any attorneys' fees and any costs of suit. Holder may recover costs from Grantor or third party as described in Paragraph II. 5. (c) (*Costs of Enforcement*) above. The Holder and Co-holder shall make every good faith effort to determine a unified course of action should a potential or actual violation of the easement arise.

Co-holder shall have the right to enforce the terms of the Easement if Holder becomes unable or refuses to enforce the Easement, or if the Co-holder in its sole discretion finds that the Holder's enforcement action or consent fails to protect the Conservation Values of the Protected Property. In such cases the Co-holder is responsible for any costs incurred in enforcing the terms of the easement, including attorneys' fees and any costs of suit.

6. Acts beyond the Grantor's Control. Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Protected Property resulting from causes beyond Grantor's control including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Protected Property resulting from such causes. In the event the terms of this Easement are violated by acts of trespassers that Grantor could not reasonably have anticipated or prevented,

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Grantor agrees that Grantee shall have the right to pursue enforcement action against the responsible parties.

7. **Costs, Legal Requirements, and Liabilities.** Grantor and grantor's heirs, successors, and assigns retain all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Protected Property.

8. **Control.** Nothing in this Easement shall be construed as giving rise to any right or ability of Grantee or the United States to exercise physical or managerial control over the day-to-day operations of the Protected Property, or any responsibility to the Protected Property within the meaning of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 as amended (42 U.S.C. §§ 9602 et seq.).

9. **Taxes.** Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Protected Property or residences contained thereon by competent authority, including any taxes imposed upon, or incurred as a result of, this Easement.

10. **Hold Harmless.** Grantor shall hold harmless, indemnify, and defend Grantee and the United States and its members, directors, officers, employees, agents, assigns, and contractors (collectively "Indemnified Parties") from and against any and all liabilities, fines, fees, penalties, costs, losses, damages, expenses, actions and causes of actions, suits, proceedings, claims, demands, judgments, and sanctions asserted by or on behalf of any person or governmental authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs and reasonable attorneys' fees and attorneys' fees on appeal), to which Indemnified Parties may be subject or which Indemnified Parties may incur relating to the Protected Property, which may arise from, but are not limited to, Grantor's negligent acts, omissions, or breach of any representation, warranty, covenant, or agreements contained in this Easement, or violations of any Federal, State, or local laws, including all Environmental Laws.

11. **Environmental Warranty.** "Environmental Law" or "Environmental Laws" means any and all Federal, State, local, or municipal laws, rules, orders, regulations, statutes, ordinances, codes, guidelines, policies, or requirements of any governmental authority regulating or imposing standards of liability or standards of conduct (including common law) concerning air, water, solid waste, hazardous materials, worker and community right-to-know, hazard communication, noise, radioactive material, resource protection, subdivision, inland wetlands and watercourses, health protection, and similar environmental health, safety, building, and land use as may now or at any time hereafter be in effect.

"Hazardous Materials" means any petroleum, petroleum products, fuel oil, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials, and any other element, compound, mixture, solution, or substance that may pose a present or potential hazard to human health or the environment.

Grantor warrants that it is in compliance with, and shall remain in compliance with, all

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applicable Environmental Laws. Grantor warrants that there are no notices by any governmental authority of any violation or alleged violation of, non-compliance or alleged non-compliance with, or any liability under, any Environmental Law relating to the operations or conditions of the Protected Property.

Grantor further warrants that it has no actual knowledge of an undisclosed release or threatened release of any Hazardous Materials, as such substances and wastes are defined by applicable Federal and State law. Furthermore, Grantor warrants the information disclosed to Grantee and United States regarding any past violations or non-compliance with Environmental Laws and associated remedial actions, or any past releases of Hazardous Materials and any associated remedial actions is complete and accurate. Moreover, Grantor hereby promises to hold harmless and indemnify Grantee and the United States against all litigation, claims, demands, penalties, and damages, including reasonable attorneys' fees, arising from or connected with the release or threatened release of any Hazardous Materials on, at, beneath, or from the Protected Property, or arising from or connected with a violation of any Environmental Laws by Grantor or any other prior owner of the Protected Property. Grantor's indemnification obligation shall not be affected by any authorizations provided by Grantee or the United States to Grantor with respect to the Protected Property or any restoration activities carried out by Grantee at the Protected Property; provided, however, that Grantee shall be responsible for any Hazardous Materials contributed after this date to the Protected Property by Grantee.

12. Extinguishment, Termination, and Condemnation. The interests and rights under this Agricultural Land Easement may only be extinguished or terminated with written approval of the Grantee and the United States. Due to the Federal interest in this Easement, the United States must review and approve any proposed extinguishment, termination, or condemnation action that may affect its Federal interest in the Protected Property.

With respect to a proposed extinguishment, termination, or condemnation action, the Grantee(s) and the United States stipulate that the appraised fair market value of the Easement is \$1,350,000.00. The Grantee(s) contributed \$400,000.00, or thirty percent (30%), the United States contributed \$400,000.00, or thirty percent (30%), and the landowner donated \$550,000.00, or forty percent (40%), of the value. The appraised fair market value of the Easement (\$1,350,000.00) divided by the fair market value of the Protected Property unencumbered by the Easement (\$2,314,000.00) at the time of the creation of this Easement is hereinafter referred to as the "Proportionate Share." The Proportionate Share equals fifty-eight percent (58%) of the appraised fair market value of the Protected Property. The Proportionate Share will remain constant over time.

If this Easement is extinguished, terminated, or condemned, in whole or in part, then the Grantor must reimburse Grantee and the United States an amount equal to the Proportionate Share of the fair market value of the Protected Property unencumbered by this Easement. The fair market value will be determined at the time all or a part of this Easement is terminated, extinguished, or condemned by an appraisal that meets the Uniform Standards of Professional Appraisal Practice (USPAP) or Uniform Appraisal Standards for Federal Land Acquisition (UASFLA). The appraisal must be completed by a certified general appraiser and be approved by the Grantee and the United States.

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The allocation of the Proportionate Share between the Grantee(s) and the United States will be as follows: (a) to the Grantee(s) or its designee seventy percent (70%) of the Proportionate Share; and (b) to the United States, thirty percent (30%) of the Proportionate Share. Until such time as the Grantee and the United States receive the Proportionate Share from the Grantor or the Grantor's successor or assign, the Grantee and the United States each have a lien against the Protected Property for the amount of the Proportionate Share due each of them. If proceeds from termination, extinguishment, or condemnation are paid directly to Grantee, the Grantee must reimburse the United States for the amount of the Proportionate Share due to the United States.

The Holder, JCFPB, contributed \$660,005.00, or sixty-nine percent (69%) of the Grantee's contribution, and the Authority contributed \$289,995.00, or thirty-one percent (31%) of the Grantee's contribution. The Grantee's Proportionate Share allocation shall be allotted on this basis for any extinguishment, termination, or condemnation value.

Grantor, upon receipt of notification of any pending condemnation action brought by any government entity affecting and/or relating to the Protected Property, shall notify the Grantee and the United States, in writing, within fifteen (15) days of receipt of said notification.

In making this Easement, Grantor has considered the possibility that uses prohibited by the terms of this Easement may become more economically valuable than permitted uses, and that neighboring properties may in the future be put entirely to such prohibited uses. Grantor believes that any such changes in the use of neighboring properties will increase the benefit to the public of continuation of this Easement, and Grantor and Grantee intend that any such changes shall not be deemed to be circumstances justifying the termination or extinguishment of this Easement.

The conveyance of this Easement gives rise to a property right immediately vested in the Grantee and the United States with a fair market value equal to the proportionate value that this Easement at the effective date hereof bears to the value of the Property as a whole at that time. The interests and rights under this Easement may only be extinguished or terminated with written approval of the Grantee and the United States and by judicial proceedings in a court of competent jurisdiction. Any proceeds received by the Grantee shall be used in a manner consistent with the conservation purposes of the Easement.

13. Assignment. This Easement is not transferable by the Grantee to any other local, county or state department, board, agency, commission or successor. The Co-Holder may, upon notice to Grantor and with approval of USDA-NRCS or the United States, assign its rights under this Conservation Easement to any organization that is qualified under Section 170(h) of the Internal Revenue Code of 1954, as amended, and is a West Virginia-domiciled organization authorized to acquire and hold conservation easements under the West Virginia Conservation and Preservation Easements Act, (W. Va. Code 20-12-1, et seq., 1995). In the event that the Holder ceases to operate or exist and the United States declines to take sole title as set forth under Paragraph II. 5. (e) herein, the rights of the Holder under this Easement shall be transferred to the Co-holder, or an organization that is qualified under Section 170(h) of the Internal Revenue Code of 1954, as amended, and is a West Virginia- domiciled organization authorized to acquire and hold conservation easements under the West Virginia Conservation and Preservation Easements Act, (W. Va. Code 20-12-1, et seq., 1995). The USDA-NRCS or

DEED OF CONSERVATION EASEMENT

its successor must approve any such transfer in advance.

Grantee further covenants and agrees that the terms of the transfer or assignment will be such that the transferee or assignee will be required to continue to carry out in perpetuity the conservation purposes which this Easement was originally intended to advance. The transfer of this Easement to a new or successor transferee or assignee will not create a financial obligation of any kind on the Grantor.

13. Subsequent Transfers. Grantor agrees to incorporate the terms of this Easement in any deed or other legal instrument by which they divest themselves of any interest in all or a portion of the Protected Property, including, without limitation, a leasehold interest. Notwithstanding any failure of the Grantor to comply with this requirement, all the Grantor's heirs, successors, and assigns shall be bound by the terms of this Easement.

14. Estoppel Certificates. Upon request by Grantor, Grantee shall within thirty (30) days execute and deliver to Grantor any document, including an estoppel certificate, which certifies Grantor's compliance with any obligation of Grantor contained in this Easement and otherwise evidences the status of this Easement as may be requested by Grantor.

15. Notices. Any notice, demand, request, consent, approval, or communication that any party desires or is required to give to any other party shall be in writing and either served personally or sent by certified mail, return receipt, addressed as follows:

To Grantor: TIMOTHY M. BROWN, SURVIVING TRUSTEE OF BROWN
FAMILY TRUST – 2019, UNDER AGREEMENT DATED
OCTOBER 2, 2019,
494 Harry Shirley Road
Kearneysville, WV 25430

To Grantee: JEFFERSON COUNTY FARMLAND PROTECTION BOARD
P.O. Box 731
Charles Town, WV 25414

To Co-Holder: WEST VIRGINIA AGRICULTURAL LAND PROTECTION
AUTHORITY
1900 Kanawha Blvd. East
Charleston, WV 25305

To United States: NATURAL RESOURCES CONSERVATION SERVICE
1550 Earl Core Road, Suite 200
Morgantown, WV 26505

or to such other address as a party from time to time shall designate by written notice to the other parties.

16. Recordation. Grantee shall record this instrument in timely fashion with the Office of the Clerk of Jefferson County, West Virginia and may re-record it at any time as may be required to preserve its rights in this Easement.

DEED OF CONSERVATION EASEMENT

17. **Amendment.** This Easement may be amended only if, in the sole and exclusive judgment of the Grantee and United States, by and through the Chief of NRCS, such amendment is consistent with the purposes of this Easement and complies with all applicable laws and regulations. The Grantee must provide timely written notice to the Chief of NRCS of any proposed amendments. Prior to the signing and recordation of the amended Easement Deed, such amendments must be mutually agreed upon by the Grantee, Grantor, and United States, by and through the Chief of NRCS. Any purported amendment that is recorded without the prior approval of the United States is null and void.

18. Other Provisions.

- (a) **Controlling Law.** The interpretation and performance of this Easement shall be governed by the laws of the State of West Virginia and the United States.
- (b) **Severability.** If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.
- (c) **No Forfeiture.** Nothing contained herein will result in a forfeiture or reversion of the Grantor's title in any respect.
- (d) **Successors.** The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, agents, assigns, lessees, and any other person claiming under them, any and all of whom shall comply with all terms and conditions of this Easement, and shall continue as a servitude running in perpetuity with the Protected Property.
- (e) **Subordination.** Any mortgage or lien arising after the date of this Easement shall be subordinated to the terms of this Easement.
- (f) **Title Warranties.** Grantor warrants that the Grantor has good title to the Protected Property, that the Grantor has the right to convey this Easement, and that the Protected Property is free and clear of any encumbrances other than those of record.
- (g) **Merger.** If Grantee at some future time acquires the underlying fee title in the Protected Property, the interest conveyed by this Easement will not merge with fee title but will continue to exist and be managed as a separate estate. The Grantor and Grantee explicitly agree that it is their express intent, forming an part of the consideration hereunder, that the provisions of this Easement set forth herein are to last in perpetuity, and that to that end no purchase or transfer of the underlying fee interest in the Protected Property by or to the local grantee, the United States, or any successor or assignee will be deemed to eliminate these conservation easement terms, or any portion thereof, pursuant to the doctrine of "merger" or any other legal doctrine.
- (h) **Boundary Line Adjustments.** Boundary line adjustments are permitted in the case of technical errors made in the survey or legal description. In such cases, boundary line adjustments cannot exceed two (2) acres for the ~~entire~~ Protected Property.



Approved per Section
20.107 of the Sub
Regs
Jennifer Brodman
8.23.22

DEED OF CONSERVATION EASEMENT

TO HAVE AND TO HOLD this Easement hereunto the Grantee, the United States, and their successors and assigns forever

DECLARATION OF CONSIDERATION OF VALUE. The undersigned hereby declare under penalty of fine and imprisonment as provided by law, that the conveyance made by this document is a transfer of property right to Federal, state and county governmental entities, and therefore, is exempt from the West Virginia excise tax due on the transfer of real property.

IN WITNESS WHEREOF Grantor and Grantee have set their hand:

GRANTOR:

TIMOTHY M. BROWN, SURVIVING TRUSTEE OF BROWN FAMILY TRUST – 2019, UNDER AGREEMENT DATED OCTOBER 2, 2019

Signature

Date

GRANTEE:

Jefferson County Farmland Protection Board

Signature

Date

GRANTEE:

West Virginia Agricultural Land Protection Authority

Signature

Date

DEED OF CONSERVATION EASEMENT

STATE OF WEST VIRGINIA
COUNTY OF JEFFERSON, to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____, _____ by TIMOTHY M. BROWN, SURVIVING TRUSTEE OF BROWN FAMILY TRUST – 2019, UNDER AGREEMENT DATED OCTOBER 2, 2019.

My commission expires: _____

Notary Public

STATE OF WEST VIRGINIA
COUNTY OF JEFFERSON, to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____, _____ by _____, Chairman on behalf of the JCFPB.

My commission expires: _____

Notary Public

DEED OF CONSERVATION EASEMENT

STATE OF WEST VIRGINIA

COUNTY OF JEFFERSON, to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____, _____ by LAVONNE PADEN, Director on behalf of the West Virginia Agricultural Land Protection Authority.

My commission expires: _____

Notary Public

DEED OF CONSERVATION EASEMENT

SCHEDULE OF EXHIBITS

- A. Legal Description and Plat of Property Subject to Easement**
- B. Legal Description and Plat of Residential Dwelling Subject to Easement**
- C. Farmstead Complex Area(s) Subject to Easement**
- D. Retained Development Right(s) – None – Intentionally Omitted**
- E. Extraction Area – None – Intentionally Omitted**

DEED OF CONSERVATION EASEMENT

Exhibit A: Legal Description and Plat of Property Subject to Easement

**FARMLAND CONSERVATION EASEMENT
JEFFERSON COUNTY FARMLAND PROTECTION BOARD
FROM
TIMOTHY M. BROWN & RONALD E. BROWN
CO-TRUSTEES OF THE BROWN FAMILY TRUST-2019
PROJECT NUMBER 3964-6
REVISED NOVEMBER, 2021**

All that certain piece or parcel of land lying and being situate in the Middleway District, being part of (07) Tax Map 13, Parcel 184, and part of Tax Map 18, Parcel 12, within Jefferson County, West Virginia, and more particularly bounded and described as follows:

Farmland Conservation Easement Tract

Beginning at an existing iron pin at the common corner with lands now or formerly of Kenneth F. & Holly C. Spielman; thence along the Spielman land and along land now or formerly of Doris G. David NORTH 74 DEGREES 48 MINUTES 46 SECONDS WEST a distance of 507.40 FEET to an iron pin at the common corner with lands now or formerly of Victor E. & Judy A. Peterson Estate; thence along the Peterson Estate land NORTH 69 DEGREES 56 MINUTES 46 SECONDS WEST a distance of 376.34 FEET to an existing iron pin on the easterly right-of-way line of Wide Horizon Road; thence along the easterly right-of-way line NORTH 18 DEGREES 00 MINUTES 50 SECONDS EAST a distance of 203.30 FEET to a point; thence along the same NORTH 25 DEGREES 50 MINUTES 14 SECONDS EAST a distance of 195.10 FEET to a point; thence along the same NORTH 34 DEGREES 59 MINUTES 14 SECONDS EAST a distance of 340.40 FEET to a point; thence along the same NORTH 34 DEGREES 21 MINUTES 14 SECONDS EAST a distance of 145.40 FEET to a point; thence along the same NORTH 20 DEGREES 47 MINUTES 14 SECONDS EAST a distance of 737.50 FEET to an iron pin at the common corner with Lot 1A of the Hidden River Farm, River Bend Section, Part Two, plan of lots; thence along Lot 1A NORTH 83 DEGREES 28 MINUTES 18 SECONDS EAST a distance of 744.98 FEET to an existing iron pin; thence along the same NORTH 02 DEGREES 43 MINUTES 05 SECONDS WEST a distance of 100.00 FEET to an existing iron pin at the common corner with Lot 1; thence along Lots 1 through 7 of the Hidden River Farms plan of lots NORTH 17 DEGREES 59 MINUTES 05 SECONDS WEST a distance of 1068.57 FEET to an existing T post at the common corner with Lot 6 of the Hidden River Farm, Wide Horizon Section, Part Five, plan of lots; thence along Lots 6 through 1 of the Hidden River Farm plan of lots and along lands now or formerly of Michael F. & Helen S. Cornell SOUTH 61 DEGREES 50 MINUTES 50 SECONDS EAST a distance of 2058.48 FEET to an existing post at the common corner with lands now or formerly of Robert L. & Ada G. Halley Trust; thence along the Halley Trust land SOUTH 14 DEGREES 41 MINUTES 16 SECONDS WEST a distance of 2359.46 FEET to an iron pin; thence along the same SOUTH 27 DEGREES 05 MINUTES 26 SECONDS WEST a distance of 343.20 FEET to an existing stone; thence along the same SOUTH 76 DEGREES 09 MINUTES 34 SECONDS EAST a distance of 703.36 FEET to an existing post at the common corner with lands now or formerly of Robert Z. Bane; thence along the Bane land SOUTH 18 DEGREES 52 MINUTES 21 SECONDS WEST a distance of 1549.59 FEET to an existing stone on the common line with lands now or formerly of Harry & Helen Wilkins; thence along the Wilkins land NORTH 61 DEGREES 36 MINUTES 56 SECONDS WEST a distance of

DEED OF CONSERVATION EASEMENT

54.45 FEET to an existing iron pin; thence along the same SOUTH 36 DEGREES 13 MINUTES 45 SECONDS WEST a distance of 1073.72 FEET to an existing iron pin at the common corner with lands now or formerly of Eugene R. & Peggy L. Newton; thence along the Newton land SOUTH 36 DEGREES 43 MINUTES 49 SECONDS WEST a distance of 918.58 FEET to a 12 inch cedar tree at the common corner with lands now or formerly of Lee V. & Janette M. Hawk; thence along the Hawk land NORTH 59 DEGREES 35 MINUTES 36 SECONDS WEST a distance of 186.09 FEET to a 18 inch cedar tree; thence along the same SOUTH 35 DEGREES 36 MINUTES 50 SECONDS WEST a distance of 608.30 FEET to an iron pin; thence along the same NORTH 63 DEGREES 37 MINUTES 57 SECONDS WEST a distance of 89.56 FEET to an existing iron pipe; thence along the same SOUTH 31 DEGREES 12 MINUTES 52 SECONDS WEST a distance of 96.12 FEET to an iron pin; thence through lands of which this is a part NORTH 63 DEGREES 52 MINUTES 23 SECONDS WEST a distance of 880.08 FEET to an iron pin; thence through the same SOUTH 27 DEGREES 55 MINUTES 28 SECONDS WEST a distance of 512.77 FEET to a point in the centerline of West Virginia Secondary Route 1/6; thence along the centerline NORTH 55 DEGREES 36 MINUTES 20 SECONDS WEST a distance of 325.52 FEET to a point; thence along lands now or formerly of Ronald E. Brown NORTH 26 DEGREES 23 MINUTES 34 SECONDS EAST a distance of 465.71 FEET to an iron pin; thence along the same NORTH 63 DEGREES 52 MINUTES 23 SECONDS WEST a distance of 68.50 FEET to an iron pin; thence through lands of which this is a part NORTH 26 DEGREES 07 MINUTES 37 SECONDS EAST a distance of 81.95 FEET to an iron pin; thence through the same NORTH 63 DEGREES 36 MINUTES 26 SECONDS WEST a distance of 131.12 FEET to an iron pin on the easterly right-of-way line of West Virginia Secondary Route 1/6; thence along the easterly right-of-way line NORTH 26 DEGREES 23 MINUTES 34 SECONDS EAST a distance of 761.13 FEET to an existing iron pin at the common corner with lands now or formerly of Raymond C. & Regina E. Smith; thence along the Smith land and along lands now or formerly of Ring, Mann, and Banks NORTH 29 DEGREES 15 MINUTES 18 SECONDS EAST a distance of 1329.40 FEET to an existing iron pin at the common corner with lands now or formerly of Lorenzo L. & Dura M. Green; thence along the Green land and along lands now or formerly of Arana, Fox, and Spielman NORTH 19 DEGREES 49 MINUTES 26 SECONDS EAST a distance of 1863.90 FEET to the point and place of beginning and having an area of 311.157 Acres.

Being a portion of the parcel of land title to which became vested in Timothy M. Brown and Ronald E. Brown, Co-Trustees of the Brown Family Trust-2019 by deeds as recorded in Jefferson County Deed Book Volume 1230 at page 693, Deed Book Volume 1230 at page 698 and Deed Book Volume 1231 at page 687.

Subject to all that portion of land that lies within the right-of-way of West Virginia Secondary Route 1/6.

Also subject to all those utility easements of record.

Subject to a reserved 50-foot-wide right-of-way exclusively for access running from West Virginia Secondary Route 1/6, over and through lands of the grantor, to the Residential Dwelling Area described herein and shown on the below referenced "Conservation Easement".

All of these easements more fully shown on the below referenced Conservation Easement plan.

DEED OF CONSERVATION EASEMENT

Exhibit B: Legal Description and Plat of Residential Dwelling Subject to Easement

Residential Dwelling Area

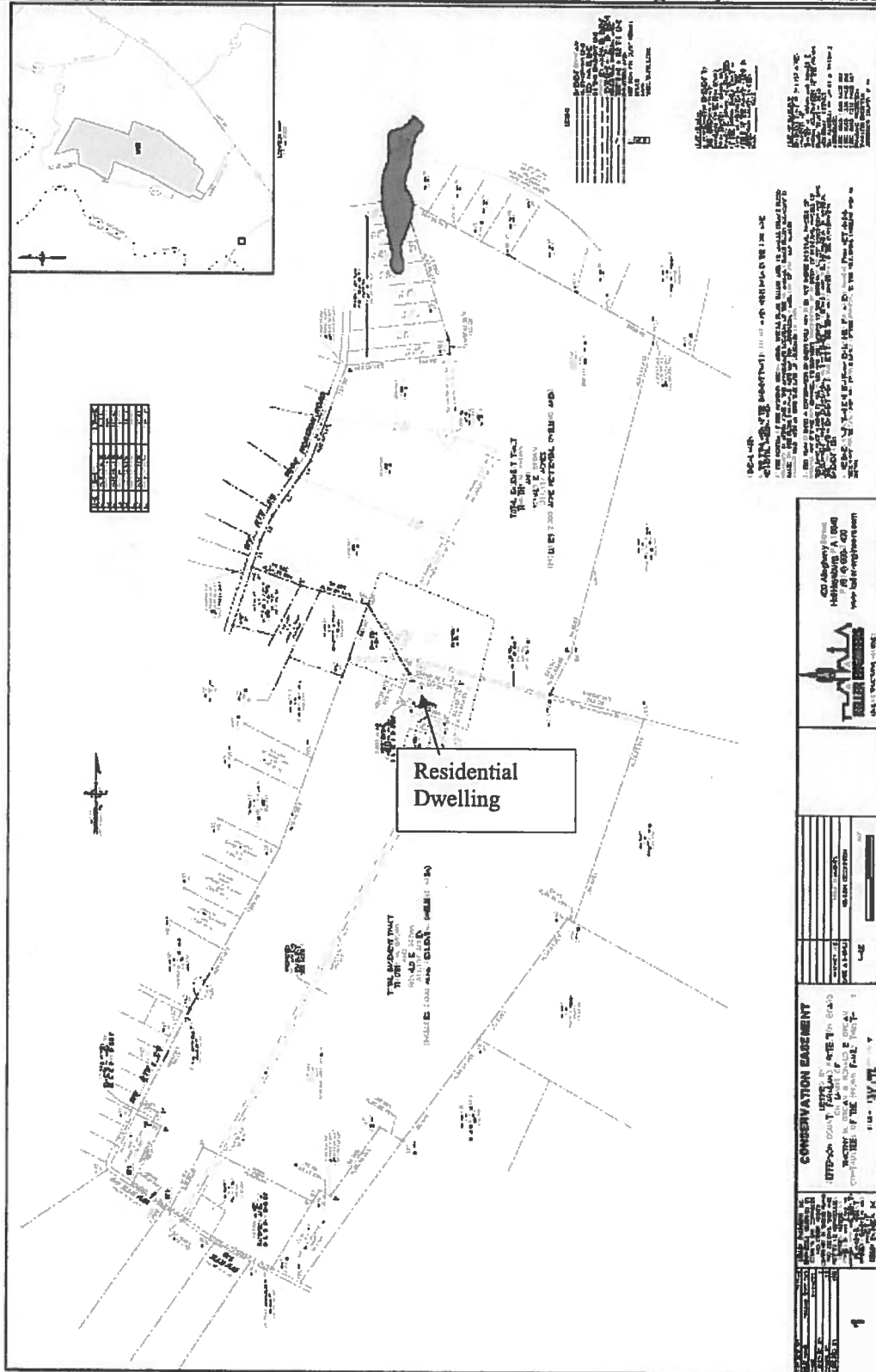
Included within the above described Farmland Conservation Easement is the following Residential Dwelling Area:

Beginning at an iron pin, said iron pin being located SOUTH 30 DEGREES 46 MINUTES 48 SECONDS EAST a distance of 579.38 FEET from the point of beginning of the above described Farmland Conservation Easement Tract; thence from the point of beginning iron pin and through lands of which this is a part SOUTH 74 DEGREES 08 MINUTES 30 SECONDS EAST a distance of 357.20 FEET to an iron pin; thence through the same SOUTH 14 DEGREES 29 MINUTES 41 SECONDS WEST a distance of 251.79 FEET to an iron pin; thence through the same NORTH 68 DEGREES 59 MINUTES 53 SECONDS WEST a distance of 386.43 FEET to an iron pin; thence through the same NORTH 21 DEGREES 33 MINUTES 47 SECONDS EAST a distance of 218.15 FEET to the point and place of beginning and having an area of 2.000 Acres.

The total area of the Farmland Conservation Easement is 311.157 Acres, which includes the 2.000 Acre Residential Dwelling Area, and is more fully shown on the survey plat by Keller Engineers entitled "Conservation Easement" showing the lands of Timothy M. Brown and Ronald E. Brown Co-Trustees of the Brown Family Trust – 2019 dated August 2, 2021, last revised November 10, 2021.

DEED OF CONSERVATION EASEMENT

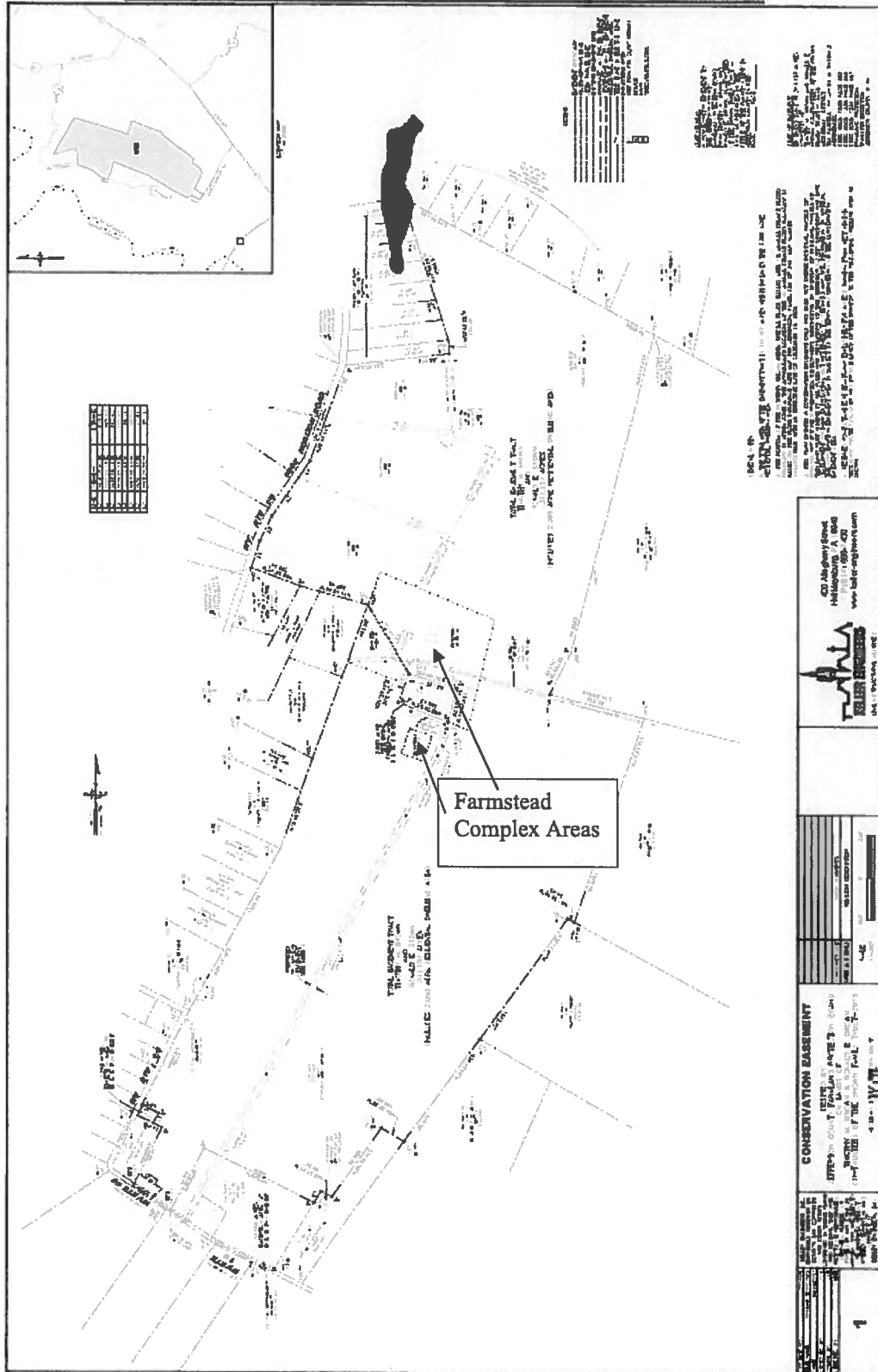
Exhibit B: Legal Description and Plat of Residential Dwelling Subject to Easement



DEPT OF PZ&E

DEED OF CONSERVATION EASEMENT

Exhibit C: Farmstead Complex Areas Subject to Easement



DEED OF CONSERVATION EASEMENT

Exhibit D: Retained Development Right(s)

NONE – INTENTIONALLY OMITTED

DEED OF CONSERVATION EASEMENT


Exhibit E: Extraction Area

NONE – INTENTIONALLY OMITTED

Brown Proximity Map



78°6'11"W 39°16'32"N 77°50'21"W 39°23'25"N 78°6'12"W 39°23'37"N 77°50'31"W 39°16'19"N

-  Brown Easement Boundary
-  One and Three Mile Buffer
-  JCFPB Easements



AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: Elizabeth Wheeler, Director

Department or Organization: **Jefferson County Farmland Protection Board**

Estimation of amount of time needed for appointment: 5- 10 minutes

Date Requested – 1st Choice: September 1, 2022

If a specific date is needed, please provide reason for specific date:

Date Requested – 2nd Choice:

Subject (*Wording to be placed on agenda*): **Approval of purchase of one Agricultural Conservation Easement**

Please provide the County Commission with a description of your request or presentation, including any background information:

The attached Deed of Easement for (2020-03) has been approved by the Jefferson County Farmland Protection Board (Board) and reviewed and approved by the Planning and Zoning Office and the Office of the Prosecuting Attorney. The easement is ready to close. Funding is provided for the easement through the Jefferson County Farmland Protection Program and the Natural Resources Conservation Service. The SD01 easement is for 142.217 acres with a cost to the Board of \$284,430. The landowner has donated \$123,140 of easement value.

Is this a funding request? Y/N **NO**

If so, how much? \$ 0

Provide exact financial impact/request:

Recommended motion (*Please type out the wording of the motion that you would like the Commission to approve*):

That the Jefferson County Commission approve the purchase by the Jefferson County Farmland Protection Board for the Jefferson County Farmland Protection Program one conservation easement on the property in Jefferson County owned by John C. Hendricks. (Property 2020-03).

Attach supporting documents for request, or request may be denied. Map of easement location, Deed of Conservation Easement
If not attached, explain:

Is equipment needed? NO Projector **Y/N** Internet/Wi Fi **Y/N** Telephone for conference call **Y/N**

Contact information:

Email address: farmlandprotection@jcda.net

Phone Number: 304-724-1414

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/RECOMMENDATION

DEED OF CONSERVATION EASEMENT

This DEED OF CONSERVATION EASEMENT ("Easement" or "Easement Deed") is made this _____ day of _____, 20___, by JOHN CRANE HENDRICKS, having an address at 1839 Ridge Road, Shenandoah Junction, WV 25442 ("Grantor"), to the JEFFERSON COUNTY FARMLAND PROTECTION BOARD ("JCFPB", "Grantee" or "Holder"), having its mailing address at P.O. Box 731, Charles Town, WV 25414, and with a right of enforcement to the United States of America ("United States"), acting by and through the United States Department of Agriculture (USDA) Natural Resources Conservation Service ("NRCS" or "USDA-NRCS") with its mailing address at 1550 Earl Core Road, Morgantown, WV 26505, on behalf of the Commodity Credit Corporation (CCC), as its interest appears herein, for the purpose of protecting the agricultural use and future viability, and related Conservation Values (hereinafter defined), by limiting nonagricultural uses that negatively affect the agricultural uses and conservation values of the Protected Property (defined below). For purposes of this agreement, references to the rights, duties and obligations of Grantor and Grantee apply equally and in full force to any successors to the parties to this agreement.

WITNESSETH:

WHEREAS, Grantor is the sole owner in fee simple of certain real property in Jefferson County, West Virginia, consisting of 142.215 acres of land, more or less, and more particularly described in Exhibit A, incorporated herein by reference (the "Protected Property"). The Protected Property is also described in a deed of record in the office of the Clerk of the County Commission, Jefferson County at Deed Book 1179, Page 40;

WHEREAS, the Protected Property possesses agricultural, including prime, unique, statewide or locally important soils; open space and natural values (collectively, "Conservation Values") of great importance to Grantor, the people of Jefferson County, and the people of the State of West Virginia, and all current and future generations of mankind;

WHEREAS, this Easement is acquired with funds provided, in part, under the Agricultural Conservation Easement Program (ACEP), 16 U.S.C Section 3865 et seq. and 7 CFR Part 1468 for the purpose of protecting the agricultural use and future viability, and related Conservation Values, by limiting nonagricultural uses that negatively affect the agricultural uses and Conservation Values of the Protected Property (the "Purpose of the Easement");

WHEREAS, under the authority of the Agricultural Conservation Easement Program, the United States Department of Agriculture's Natural Resources Conservation Service has provided \$284,430.00 to Grantee for the acquisition of this conservation easement, entitling the United States to the rights identified herein;

WHEREAS, JCFPB has provided \$284,430.00 to purchase a conservation easement on 142.215 acres of the Protected Property;

WHEREAS, the specific Conservation Values of the Protected Property are documented in an inventory of relevant features of the Protected Property, on file at the office of Grantee and incorporated by reference ("Baseline Documentation"), which consists of reports, maps, photographs, and other documentation that the parties agree provide an accurate representation of the Protected Property at the time of this contract and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this Easement;

DEED OF CONSERVATION EASEMENT

WHEREAS, Grantor and Grantee have the common purpose of protecting the agricultural use and future viability, and related Conservation Values;

WHEREAS, Grantor further intends, as owner of the Protected Property, to convey to Grantee the right to preserve and protect the Conservation Values of the Protected Property in perpetuity;

WHEREAS, the Legislature of the State of West Virginia ("Legislature") has recognized in West Virginia Code §8A-12-1 et seq. the importance and significant public benefit of conservation and preservation easements in its ongoing efforts to protect the natural, historic, agricultural, open-space and scenic resources of the State of West Virginia;

WHEREAS, the Legislature has declared that agriculture is a unique life support industry, and recognizes the need to support the irreversible loss of agricultural land, and the legislature authorizes the State of West Virginia and its counties so desiring to protect agricultural land and woodland as open-space land, to develop programs, to accept qualifying properties voluntarily entered into the program, and pursuant to West Virginia Code §8A-12-5 provided Jefferson County Farmland Protection Board has the authority to acquire and hold conservation easements;

WHEREAS, the County Commission of Jefferson County, West Virginia ("County Commission") has declared that the agriculture community of Jefferson County provides sources of agricultural products for the citizens of the state; enhances tourism, protects worthwhile community values, institutions and landscapes which are inseparably associated with traditional farming; and controls urban expansion which is consuming land, topsoil and woodland of the county;

WHEREAS, the County Commission has resolved to provide persons of Jefferson County an opportunity to voluntarily protect agricultural land by creating the Jefferson County Farmland Protection Board and authorizing it to create and administer the Jefferson County Farmland Protection Program;

WHEREAS, JCFPB is a public agency established to provide landowners with an opportunity to voluntarily protect agricultural land in Jefferson County by the voluntary placement of conservation or preservation easements on eligible property;

WHEREAS, Grantee affirms that this Easement represents a unique and valuable asset to the quality of life in Jefferson County and the state of West Virginia, that by the acceptance of this Easement it will act in good faith to uphold the conservation easement and not seek to benefit from its conversion or elimination, and that it agrees to honor the intentions of Grantor stated herein and to preserve and protect in perpetuity the Conservation Values of the Protected Property for the benefit of this generation and the generations to come in the future;

NOW, THEREFORE, in consideration of the above and the mutual covenants, good and valuable consideration, terms, conditions and restrictions contained herein, and pursuant to the laws of West Virginia, Grantor hereby voluntarily grants, bargains, and conveys to Grantee, and with a right of enforcement to the United States, a conservation easement in

DEED OF CONSERVATION EASEMENT

perpetuity over the Protected Property of the nature and character and to the extent hereinafter set forth in this Easement. It is the purpose of this Easement to protect the agricultural use and future viability of the Protected Property by limiting nonagricultural uses; and to prevent any use of the Protected Property that will significantly impair or interfere with the Conservation Values of the Protected Property, including its prime, unique, statewide and locally important soils.

To achieve these objectives, the terms, conditions, and restrictions of this Easement are hereinafter set forth. The parties agree that the United States is granted enforcement rights under the terms of this Easement. However, the United States will only exercise its rights as set forth below at Paragraph II. 5. e (*United States Right of Enforcement*). Until such time, if ever, the United States exercises its rights under this Easement, Grantee is the primary manager and enforcer of this Easement.

The Grantor and Grantee and their respective heirs, successors, agents, assigns, lessees, and any other person claiming under them must comply with all terms and conditions of this easement, including the following:

I. TERMS, CONDITIONS AND RESTRICTIONS

1. **Conservation Plan for Highly Erodible Cropland.** A Conservation Plan for Highly Erodible Cropland that complies with 7 CFR Part 12 shall be included for all highly erodible cropland on the Protected Property. The Conservation Plan must be updated in consultation with NRCS in the event the agricultural uses or ownership of the Protected Property change. If the NRCS standards and specifications for highly erodible cropland are revised after the date of this Easement based on an Act of Congress, NRCS will work cooperatively with the Grantor and Grantee to develop and implement a revised Conservation Plan for highly erodible cropland. A copy of the current Conservation Plan is kept on file with the Grantee and NRCS.

2. **Use and Quiet Enjoyment.** Grantor has the right to reside on the Protected Property and to benefit from all aspects of the quiet enjoyment of the Protected Property. Grantor has the right to engage in any and all personal recreational uses of the Protected Property, including but not limited to hiking, touring, swimming, camping, biking, horseback riding, hunting, and fishing, so long as said personal recreational uses require no development of the Protected Property and are consistent with the Conservation Values.

Grantor reserves to itself, and to grantor's personal representatives, heirs, successors, and assigns, all rights accruing from grantor's ownership of the Protected Property, including the right to engage in or permit or invite others to engage in all uses of the Protected Property that are not expressly prohibited herein and are not inconsistent with the purpose of this Easement; provided, however, that any activities inconsistent with the purposes of this Easement are prohibited.

3. **Agricultural Uses of the Land.** Any activities inconsistent with the purposes of the Easement are prohibited. Grantor may engage in any and all agricultural uses of the Protected Property provided it is conducted in a manner consistent with the terms of this Easement. Examples of permitted agricultural uses include the production of plants and animals useful to man, including, but not limited to: forage, grain, and field crops; pasturage, dairy, and dairy

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products; poultry and poultry products; equestrian uses; livestock and fowl uses and livestock and fowl products; bees and apiary products; fruits, nuts, and vegetables of all kinds; nursery, floral, and greenhouse products; aquaculture; a grain mill; and the processing and storage of the agricultural products produced principally on the Protected Property. Any secondary agricultural activity, including but not limited to farm mechanics, blacksmithing, or related activities, shall be considered an agricultural activity. However, such secondary agricultural activities must be undertaken in the permitted agricultural or residential structures and must be consistent with the Conservation Values.

4. **Agricultural Structures.** Grantor has the right to maintain, construct, and place agricultural structures contributing to the production, primary processing, direct marketing and storage of agricultural products produced principally on the Protected Property. Agricultural structures shall be constructed or placed within the area described in **Exhibit C** attached hereto and made a part hereof ("Farmstead Complex Area") and shall be limited by the maximum square footage as described in Paragraph I. 11. (*Maximum Impervious Surface Coverage*).

5. **Retail Sale of Farm Products.** Businesses directly related to the retail sale of farm products produced primarily on the Protected Property that are supportive and agriculturally compatible may be established on the Protected Property. Such businesses include roadside stands or structures to facilitate the direct sale to the public of agriculture products, as long as not more than 2,000 square feet of structures are erected to facilitate such retail sales. Structures permitted under this paragraph (5) shall be subject to Paragraph I. 11. (*Maximum Impervious Surface Coverage*).

6. **Activities for Religious, Charitable or Educational Purposes or to Foster Tourism.** Activities or businesses undertaken for charitable or educational purposes or to foster tourism may be conducted on the Protected Property in order to foster rural economic uses while protecting the rural character of the Protected Property. Such activities or businesses must be compatible with and supportive of the rural character of the Protected Property, and must remain incidental to the agricultural and open-space character of the Protected Property.

- (a) Non-agricultural commercial and industrial structures and uses are prohibited. Activities or businesses undertaken for charitable or education purposes or to foster tourism must be undertaken in the agricultural structures permitted under Paragraph I. 4. (*Agricultural Structures*) or Paragraph I. 8. (*Residential Dwellings*); no other structures are permitted on the Protected Property.
- (b) The stables, horseback riding arenas both within and outside the barn, and supporting pavilion(s) and buildings are considered agricultural buildings. Such buildings shall be located within the Farmstead Complex Areas described in Exhibit C, and shall be limited by the maximum square feet as described below in Paragraph I. 11. (*Maximum Impervious Surface Coverage*).
- (c) Accommodation of tourists and visitors is permitted but only within permitted residential structures and appurtenances, and/or agricultural structures, except for rural recreational activities such as hayrides, corn mazes, etc.
- (d) Accommodation of overnight guests is permitted, but only within permitted residential structures.

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- (e) Non-agricultural commercial operation of dune buggies, motorcycles, all-terrain vehicles, hang gliders, aircraft, jet skis, motorized boats or any other types of mechanized vehicles whether or not considered to foster tourism is prohibited.
- (f) Extensive commitment of land resources as required by golf courses, racetracks, tennis clubs, baseball, soccer and other ball fields and similar uses whether or not considered to foster tourism is prohibited.

7. **Home Based Businesses.** Industrial or commercial activities on the Protected Property are prohibited except the following:

- (a) agricultural production and related uses in accordance with the terms and conditions of this Easement Deed;
- (b) temporary or seasonal outdoor activities or events that do not harm the agricultural use, future viability, and related Conservation Values of the Protected Property herein protected;
- (c) commercial enterprises related to agriculture or forestry including but not limited to agritourism, processing, packaging, and marketing of farm or forest products, farm machinery repair, and small-scale farm wineries; and
- (d) home-based businesses that do not require a Department of Environmental Protection permit to operate, provided that:
 - i. the occupation or business use is conducted entirely within the Single Residential Dwelling(s) (as described in Exhibit B or Exhibit D) or appurtenances allowable under Paragraph I. 8. (*Residential Dwellings*); and
 - ii. the use of the dwelling for the home-based business is clearly incidental and subordinate to the use of the dwelling for residential purposes.

8. **Residential Dwellings.** Grantor and Grantee acknowledge the existence of no single residential dwelling on the Property. No single residential dwellings shall be constructed on the Property.

9. **Transfer of Development Rights.** All other development rights not specifically reserved under this Easement are hereby extinguished and shall not be transferred to any other property pursuant to a transfer of development rights program or any other means or used to calculate permitted development density.

The Protected Property and any portion thereof shall not be included as part of the gross area of other property not subject to this Conservation Easement for the purposes of determining density, lot coverage, or open spaces requirements under otherwise applicable laws, regulations or ordinances controlling land use and building density. No development rights which have been encumbered or extinguished by this Conservation Easement shall be transferred to any other lands pursuant to a transferable development rights scheme or cluster development arrangement or otherwise; provided, however, that with prior written permission of Grantee, this paragraph shall not preclude such transfer of development rights resulting from the destruction or demolition of any existing residential building on the Protected Property.

10. **Subdivision.** Separate conveyance of a portion of the Protected Property or division or subdivision of the Protected Property is prohibited. Notwithstanding the fact that, as of the Conservation Easement Date, the Protected Property might consist of more than one parcel

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for real estate tax or any other purpose or if it may have been acquired previously as separate parcels, it will be considered one parcel for purposes of this Easement, and the restrictions and covenants of this Easement will apply to the Protected Property as a whole.

11. Maximum Impervious Surface Coverage. The total surface coverage of impervious surfaces on the Protected Property shall be subject to the limitations defined below:

- (a) Impervious surfaces shall be defined as any material that covers land and inhibits the percolation of stormwater directly into the soil, including, but not limited to, buildings with or without flooring, roofs, any area covered by permanent or nonpermanent structures, macadam, concrete, asphalt, pavement, gravel and stone driveways, and parking areas. This limitation does not include public roads or other roads owned and controlled by parties with rights superior to those rights conveyed to Grantee by this Easement Deed.
- (b) The total surface coverage of the Protected Property by all impervious surfaces, including all Single Residential Dwellings, structures considered as an appurtenance to such dwellings, structures associated with agricultural uses, driveways, and parking areas, but excluding NRCS-approved conservation practices, shall not exceed 123,898 square feet, which is less than 2% of the total Conservation Easement area. This limitation shall not include public roads or other roads owned and controlled by parties with rights superior to those rights conveyed to Grantee by this Easement.

12. Surface Alteration. Grading, blasting, filling, sod farming, excavating, removal of topsoil, earth, sand, gravel, or rock, or any other activity that will disturb the soil surface or materially alter the topography, surface or subsurface water systems, or wetlands of the Protected Property is prohibited, except as follows:

- (a) dam construction to create ponds for agricultural use, fire protection, or wildlife enhancement, or wetland restoration, enhancement or creation, in accordance with a Conservation Plan;
- (b) erosion and sediment control pursuant to a plan approved by the Grantee;
- (c) soil disturbance activities as required in the construction of approved buildings, structures, roads, or utilities, provided that the required alteration has been approved in writing by Grantee as being consistent with the Conservation Values; or
- (d) agricultural activities conducted in accordance with a Conservation Plan.

Provided, however, that activities permitted under this paragraph (12) are conducted in accordance with a Conservation Plan, disturbed land does not exceed one (1) acre in total area, and all disturbed land is restored within a reasonable time period.

13. Oil, Gas, or Mineral Exploration and Extraction. The exploration, development, mining, or extraction of soil, sand, gravel, oil, natural gas, fuel, coal, or any other mineral substance owned by Grantor as of the date of this Easement or later acquired by Grantor, using any surface mining, subsurface mining, or dredging method, from the Protected Property is prohibited.

If a third party owns or leases the oil, natural gas, or any other mineral substance at the time this Easement is executed, and their interests have not been subordinated to this

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Easement, the Grantor must require, to the greatest extent possible, that any oil, natural gas, and mineral exploration and extraction conducted by such third party is conducted in accordance with this paragraph (13). Any mineral leases or other conveyances of minerals entered into or renewed after the date of this Easement are subordinate to the terms of this Easement and must incorporate by reference this Easement,

14. Management of Woodland Resources. Easement property with contiguous forest that exceeds the greater of 40 acres or 20 percent of the easement area will have a current forest management plan that is subject to approval by the Grantee and the NRCS. The agricultural use of timber and woodland products on the Protected Property is permitted, provided it is carried out to the extent practicable in accordance with current, generally accepted, best management practices for the site's soils and the terrain of the Protected Property.

A forest management plan shall not be required for the following activities and do not require prior approval of the Grantee or NRCS:

- (a) removal of trees posing an imminent hazard to the health or safety of persons or livestock;
- (b) cutting of trees for firewood, or for other domestic uses of Grantor;
- (c) cutting of trees for the construction or maintenance of permitted structures or landscaping within the Residential Area or the Retained Development Areas or for access otherwise permitted in this Easement;
- (d) removal of trees for the maintenance or the improvement to existing pastures or fence lines; or
- (e) removal of invasive species both plant and insect

The Grantor reserves the right to remove trees in areas of the Protected Property that were forested at the time this Deed of Conservation Easement was executed, as indicated in the Baseline Documentation, in order to convert management systems from a forest land use to an agricultural land use. Such land use conversion shall be conducted through an update to a Conservation Plan, which update must be approved by NRCS, the Grantor, and the Grantee before any trees are removed.

Forest management and timber harvesting activities must be carried out in accordance with all applicable local, State, Federal, and other governmental laws and regulations and be consistent with this Easement and the protection of Conservation Values of the Protected Property.

Such forest management and timber harvesting must be performed in accordance with a written forest management plan consistent with this Easement prepared and signed by a licensed professional forester. NRCS and the Grantee will approve the plan to ensure it is consistent with the agricultural conservation value of this Easement. Said plan must have been prepared not more than 10 years prior to the date any harvesting is expected to commence.

15. Other Construction. Except as specifically permitted herein, there shall be no constructing or placing of any buildings; manufactured homes; swimming pools or other recreational facilities; commercial lighting or any other temporary or permanent structure or

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facility on or above the premises.

16. Roads. New roads may be constructed if they are within impervious surface limits, approved in advance by Grantee, and necessary to carry out the agricultural operations or other allowed uses on the Protected Property, including providing access to the Retained Development Rights (Exhibit D) on the Protected Property. Maintenance of existing roads documented on the Baseline Documentation Report is allowed; however, existing roads may not be widened or improved unless widening and improving is within impervious surface limits, approved in advance by Grantee, and necessary to carry out the agricultural operations or other allowed uses on the Protected Property. Paved roads are subject to the impervious surface limitations referenced above.

17. Fences. Existing fences may be maintained, repaired, and replaced and new fences may be built on the Protected Property as necessary for agricultural operations or other allowed uses on the Protected Property, including for customary management of livestock and to delineate the boundary of the Protected Property. Maintenance, replacement, and installation of fences must be conducted in a manner consistent with the Purpose of the Easement.

18. Signs. Except for no trespassing signs, for-sale signs, signs identifying this Easement, and signs to advertise an on-site activity or business, all other signs, advertisements and billboards of any nature are prohibited. The permitted signs may not exceed 15 square feet per sign.

19. Wastes. Dumping or storage of trash, garbage, hazardous substances, abandoned vehicles or machines, or other material on the Protected Property is prohibited. However, composting of biodegradable material used or produced on the Protected Property to improve gardens and pastures on the Protected Property is permitted so long as composting and its application is consistent with the Conservation Plan.

20. Granting of Easements. The granting or modification of easements for utilities or roads is prohibited when the utility or road will adversely affect the Conservation Values of the Protected Property as determined by the Grantee in consultation with the Chief of NRCS.

21. Utilities. Grantor shall not sell, lease, or grant an easement covering any portion of the Protected Property where such sale, lease, or easement is for the purpose of construction or installation of underground or above-ground utility systems, including, but not limited to, water, sewer, power, fuel, sewerage pumping stations, and cellular telephone or other communication towers, except where such easement is for the sole purpose of serving approved buildings or structures on the Protected Property. Utilities to serve approved buildings or structures on the Protected Property that neither individually nor collectively have an adverse impact on the agricultural use and future viability and related conservation values of the Protected Property may be built or installed outside of the Building Envelopes with prior written approval of the Grantee and NRCS provided that said utilities are consistent with a Conservation Plan. Renewable energy production is allowed for the purpose of generating energy for the agricultural and residential needs of the Property. Renewable energy sources must be built and maintained within impervious surface limits, with minimal impact on the Conservation Values of the Protected Property and consistent with the purposes of the

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Easement.

22. Streams, Wetland and Water Bodies. There shall be no pollution, alteration, depletion of surface water, natural water courses, lakes, ponds, marshes, wetlands, springs, subsurface water or any other water bodies, nor shall there be activities conducted on the Protected Property that would be detrimental to water purity or that could alter natural water level and/or flow in or over the Protected Property. Nothing in this paragraph shall prohibit the creation or dredging of farm ponds or the reasonable use of the available water of the Protected Property for agricultural purposes permitted by this Easement. Structures and facilities associated with irrigation, farm pond impoundment, or soil and water conservation on the Protected Property shall be considered to be intended for agricultural purposes. Expansion and construction of ponds and structures outside the Farmstead Complex Area shall be conducted in accordance with Paragraph I. 12. (*Surface Alteration*) and a Conservation Plan. Farm ponds both inside and outside the Farmstead Complex Area shall not exceed two (2) acres in area.

II. GENERAL PROVISIONS

1. Preserving Agricultural Uses. The provisions of this Easement Deed and associated exhibits will not be interpreted to restrict the types of agricultural operations that can function on the Protected Property, so long as the agricultural operations are consistent with the long term viability of the Protected Property, Conservation Plan and Easement purposes, and do not violate Federal laws, including Federal drug laws, or that decrease the Easement's protection for the purpose of this Easement. No uses will be allowed that decrease protection for the agricultural use and future viability, and related Conservation Values, of the Protected Property.

2. Access. No right of access by the general public to any portion of the Protected Property is conveyed by this Easement.

3. Rights of the Grantee. To accomplish the purpose of this Easement the following rights are conveyed to Grantee or its agent by this Easement:

- (a) To preserve and protect the Conservation Values of the Protected Property;
- (b) To enter upon the Protected Property on a yearly basis (or more frequently if violations are observed or suspected) in order to monitor Grantor's compliance with and otherwise enforce the terms of this Easement; provided that such entry shall be upon prior reasonable notice to Grantor, and Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Protected Property; and
- (c) To prevent any activity on or use of the Protected Property that is inconsistent with the purpose of this Easement and to require the restoration of such areas or feature of the Protected Property that may be damaged by any inconsistent activity or use, pursuant to Paragraph II. 5. (*Grantee's Remedies*).

4. Grantee Notification/Approval. Grantor reserves for itself the right to engage in any and all activities not expressly prohibited herein and not inconsistent with the purpose of this Easement without seeking the approval of Grantee.

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5 Grantee's Remedies.

(a) **Notice of Violation; Corrective Action.** If Grantee determines that Grantor is in violation of the terms of this Easement or that a violation is threatened, Grantee shall give written notice to Grantor of such violation and demand that the Grantor take corrective action within 60 days sufficient to cure the violation and, where the violation involves injury to the Protected Property resulting from any use or activity inconsistent with the purpose of this Easement, to restore the portion of the Protected Property so injured to its prior condition in accordance with a plan approved by Grantee.

(b) **Injunctive Relief.** The Grantee and its successors or assigns, jointly or severally, shall have the right to enforce these restrictions by injunction and other appropriate proceedings, including, but not limited to, the right to require Grantor to restore the Protected Property to the condition existing at the time of this Easement in order to correct any violation(s) of this Easement. Grantee's rights under this paragraph (5. (b)) apply equally in the event of either actual or threatened violations of the terms of this Easement, and Grantor agrees that Grantee shall be entitled to the injunctive relief in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies.

(c) **Costs of Enforcement.** Any costs incurred by Grantee in enforcing the terms of this Easement against Grantor, including without limitation costs of suit and attorneys' fees and costs or restoration necessitated by Grantor's violation of the terms of this Easement, shall be borne by Grantor. If Grantor prevails in action to enforce the terms of this Easement, Grantor's costs of suit, including, without limitation, attorneys' fees, shall be borne by Grantee. Costs incurred by Grantee in enforcing the terms of this Easement against third parties shall be borne by Grantee. The preceding two sentences shall not apply to the United States should the United States exercise its rights under (e) below (*United States Right of Enforcement*).

(d) **Forbearance.** Forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

(e) **United States Right of Enforcement.** Pursuant to 16 U.S.C. Section 3865 et seq., the United States is granted the right of enforcement that it may exercise only if the terms of the Easement are not enforced by the Grantee. The Secretary of the United States Department of Agriculture (the Secretary) or his or her assigns, on behalf of the United States, may exercise this right of enforcement under any authority available under State or Federal law if the Grantee, or its successors or assigns, fails to enforce any of the terms of this Easement, as determined in the sole discretion of the Secretary.

In the event the United States exercises this right of enforcement, it is entitled to recover any and all administrative and legal costs associated with any enforcement or remedial action related to the enforcement of this Easement from the Grantor, including, but not

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limited to, attorneys' fees and expenses related to Grantor's violations. In the event the United States exercises this right of enforcement, it is entitled to recover any and all administrative and legal costs associated with any enforcement of this Easement from the Grantee, including, but not limited to, attorneys' fees and expenses related to Grantee's violations or failure to enforce the Easement against the Grantor up to the amount of the United States contribution to the purchase of the Easement.

The Grantee will annually monitor compliance and provide the United States with an annual monitoring report that documents that the Grantee and Grantor are in compliance with the Easement and Conservation Plan. If the annual monitoring report is insufficient or is not provided annually, or if the United States has a reasonable and articulable belief of an unaddressed violation, as determined by the Secretary, the United States may exercise its right of inspection. For purposes of inspection and enforcement of the Easement, the United States' ALE-Agreement with the Grantee, and the Conservation Plan for Highly Erodible Cropland the United States will have reasonable access to the Protected Property. Prior to its inspection of the Protected Property, the United States shall provide advance notice to Grantee and Grantor, or Grantor's representative, and provide Grantee and Grantor a reasonable opportunity to participate in the inspection. In the event of an emergency, the United States may enter the Protected Property to prevent, terminate, or mitigate a potential or unaddressed violation of the Easement and will give notice to Grantee and Grantor, or Grantor's representative, at the earliest practicable time.

(f) General Disclaimer and Grantor Warranty. The United States, its employees, agents, and assigns disclaim and will not be held responsible for Grantee's or Grantor's negligent acts or omissions or Grantee's or Grantor's breach of any representation, warranty, covenant, or agreements contained in this Easement Deed, or violations of any Federal, State, or local laws, including all Environmental Laws including, without limitation, those that give rise to liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions, costs of actions, or sanctions asserted by or on behalf of any person or governmental authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs, and reasonable attorneys' fees and attorneys' fees on appeal) to which the United States may be subject or which the United States may incur relating to the Protected Property.

6. Acts beyond the Grantor's Control. Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Protected Property resulting from causes beyond Grantor's control including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Protected Property resulting from such causes. In the event the terms of this Easement are violated by acts of trespassers that Grantor could not reasonably have anticipated or prevented, Grantor agrees that Grantee shall have the right to pursue enforcement action against the responsible parties.

7. Costs, Legal Requirements, and Liabilities. Grantor and grantor's heirs, successors, and assigns retain all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Protected Property.

8. Control. Nothing in this Easement shall be construed as giving rise to any right or

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ability of Grantee or the United States to exercise physical or managerial control over the day-to-day operations of the Protected Property, or any responsibility to the Protected Property within the meaning of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 as amended (42 U.S.C. §§ 9602 et seq.).

9. Taxes. Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Protected Property or residences contained thereon by competent authority, including any taxes imposed upon, or incurred as a result of, this Easement.

10. Hold Harmless. Grantor shall hold harmless, indemnify, and defend Grantee and the United States and its members, directors, officers, employees, agents, assigns, and contractors (collectively "Indemnified Parties") from and against any and all liabilities, fines, fees, penalties, costs, losses, damages, expenses, actions and causes of actions, suits, proceedings, claims, demands, judgments, and sanctions asserted by or on behalf of any person or governmental authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs and reasonable attorneys' fees and attorneys' fees on appeal), to which Indemnified Parties may be subject or which Indemnified Parties may incur relating to the Protected Property, which may arise from, but are not limited to, Grantor's negligent acts, omissions, or breach of any representation, warranty, covenant, or agreements contained in this Easement, or violations of any Federal, State, or local laws, including all Environmental Laws.

11. Environmental Warranty. "Environmental Law" or "Environmental Laws" means any and all Federal, State, local, or municipal laws, rules, orders, regulations, statutes, ordinances, codes, guidelines, policies, or requirements of any governmental authority regulating or imposing standards of liability or standards of conduct (including common law) concerning air, water, solid waste, hazardous materials, worker and community right-to-know, hazard communication, noise, radioactive material, resource protection, subdivision, inland wetlands and watercourses, health protection, and similar environmental health, safety, building, and land use as may now or at any time hereafter be in effect.

"Hazardous Materials" means any petroleum, petroleum products, fuel oil, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials, and any other element, compound, mixture, solution, or substance that may pose a present or potential hazard to human health or the environment.

Grantor warrants that it is in compliance with, and shall remain in compliance with, all applicable Environmental Laws. Grantor warrants that there are no notices by any governmental authority of any violation or alleged violation of, non-compliance or alleged non-compliance with, or any liability under, any Environmental Law relating to the operations or conditions of the Protected Property.

Grantor further warrants that it has no actual knowledge of an undisclosed release or threatened release of any Hazardous Materials, as such substances and wastes are defined by applicable Federal and State law. Furthermore, Grantor warrants the information disclosed to Grantee and United States regarding any past violations or non-compliance with

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Environmental Laws and associated remedial actions, or any past releases of Hazardous Materials and any associated remedial actions is complete and accurate. Moreover, Grantor hereby promises to hold harmless and indemnify Grantee and the United States against all litigation, claims, demands, penalties, and damages, including reasonable attorneys' fees, arising from or connected with the release or threatened release of any Hazardous Materials on, at, beneath, or from the Protected Property, or arising from or connected with a violation of any Environmental Laws by Grantor or any other prior owner of the Protected Property. Grantor's indemnification obligation shall not be affected by any authorizations provided by Grantee or the United States to Grantor with respect to the Protected Property or any restoration activities carried out by Grantee at the Protected Property; provided, however, that Grantee shall be responsible for any Hazardous Materials contributed after this date to the Protected Property by Grantee.

12. Extinguishment, Termination, and Condemnation. The interests and rights under this Agricultural Land Easement may only be extinguished or terminated with written approval of the Grantee and the United States. Due to the Federal interest in this Easement, the United States must review and approve any proposed extinguishment, termination, or condemnation action that may affect its Federal interest in the Protected Property.

With respect to a proposed extinguishment, termination, or condemnation action, the Grantee(s) and the United States stipulate that the appraised fair market value of the Easement is \$692,000.00. The Grantee(s) contributed \$284,430.00, or forty-one percent (41%), the United States contributed \$284,430.00, or forty-one percent (41%), and the landowner donated \$123,140.00, or eighteen percent (18%), of the value. The appraised fair market value of the Easement (\$692,000.00) divided by the fair market value of the Protected Property unencumbered by the Easement (\$1,187,000.00) at the time of the creation of this Easement is hereinafter referred to as the "Proportionate Share." The Proportionate Share equals fifty-eight percent (58%) of the appraised fair market value of the Protected Property. The Proportionate Share will remain constant over time.

If this Easement is extinguished, terminated, or condemned, in whole or in part, then the Grantor must reimburse Grantee and the United States an amount equal to the Proportionate Share of the fair market value of the Protected Property unencumbered by this Easement. The fair market value will be determined at the time all or a part of this Easement is terminated, extinguished, or condemned by an appraisal that meets the Uniform Standards of Professional Appraisal Practice (USPAP) or Uniform Appraisal Standards for Federal Land Acquisition (UASFLA). The appraisal must be completed by a certified general appraiser and be approved by the Grantee and the United States.

The allocation of the Proportionate Share between the Grantee(s) and the United States will be as follows: (a) to the Grantee(s) or its designee fifty-nine percent (59%) of the Proportionate Share; and (b) to the United States, forty-one percent (41%) of the Proportionate Share. Until such time as the Grantee and the United States receive the Proportionate Share from the Grantor or the Grantor's successor or assign, the Grantee and the United States each have a lien against the Protected Property for the amount of the Proportionate Share due each of them. If proceeds from termination, extinguishment, or condemnation are paid directly to Grantee, the Grantee must reimburse the United States for the amount of the Proportionate Share due to the United States.

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The Holder, JCFPB, contributed \$407,570.00, or one hundred percent (100%) of the Grantee's contribution. The Grantee's Proportionate Share allocation shall be allotted on this basis for any extinguishment, termination, or condemnation value.

Grantor, upon receipt of notification of any pending condemnation action brought by any government entity affecting and/or relating to the Protected Property, shall notify the Grantee and the United States, in writing, within fifteen (15) days of receipt of said notification.

In making this Easement, Grantor has considered the possibility that uses prohibited by the terms of this Easement may become more economically valuable than permitted uses, and that neighboring properties may in the future be put entirely to such prohibited uses. Grantor believes that any such changes in the use of neighboring properties will increase the benefit to the public of continuation of this Easement, and Grantor and Grantee intend that any such changes shall not be deemed to be circumstances justifying the termination or extinguishment of this Easement.

The conveyance of this Easement gives rise to a property right immediately vested in the Grantee and the United States with a fair market value equal to the proportionate value that this Easement at the effective date hereof bears to the value of the Property as a whole at that time. The interests and rights under this Easement may only be extinguished or terminated with written approval of the Grantee and the United States and by judicial proceedings in a court of competent jurisdiction. Any proceeds received by the Grantee shall be used in a manner consistent with the conservation purposes of the Easement.

13. Assignment. This Easement is not transferable by the Grantee to any other local, county, or state department, board, agency, commission, or successor. In the event that the JCFPB ceases to operate or exist, the rights of the Grantee under this Easement shall be transferred to an organization that is qualified under Section 170(h) of the Internal Revenue Code of 1986, as amended, and is a West Virginia-domiciled organization authorized to acquire and hold conservation easements under the West Virginia Conservation and Preservation Easements Act, (W. Va. Code 20-12-1, et seq., 1995). The USDA-NRCS or its successor must approve any such transfer in advance.

Grantee further covenants and agrees that the terms of the transfer or assignment will be such that the transferee or assignee will be required to continue to carry out in perpetuity the conservation purposes which this Easement was originally intended to advance. The transfer of this Easement to a new or successor transferee or assignee will not create a financial obligation of any kind on the Grantor.

13. Subsequent Transfers. Grantor agrees to incorporate the terms of this Easement in any deed or other legal instrument by which they divest themselves of any interest in all or a portion of the Protected Property, including, without limitation, a leasehold interest. Notwithstanding any failure of the Grantor to comply with this requirement, all the Grantor's heirs, successors, and assigns shall be bound by the terms of this Easement.

14. Estoppel Certificates. Upon request by Grantor, Grantee shall within thirty (30) days execute and deliver to Grantor any document, including an estoppel certificate, which certifies

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Grantor's compliance with any obligation of Grantor contained in this Easement and otherwise evidences the status of this Easement as may be requested by Grantor.

15. Notices. Any notice, demand, request, consent, approval, or communication that any party desires or is required to give to any other party shall be in writing and either served personally or sent by certified mail, return receipt, addressed as follows:

To Grantor: JOHN CRANE HENDRICKS
1839 Ridge Road
Shenandoah Junction, WV 25442

To Grantee: JEFFERSON COUNTY FARMLAND PROTECTION BOARD
P.O. Box 731
Charles Town, WV 25414

To United States: NATURAL RESOURCES CONSERVATION SERVICE
1550 Earl Core Road, Suite 200
Morgantown, WV 26505

or to such other address as a party from time to time shall designate by written notice to the other parties.

16. Recordation. Grantee shall record this instrument in timely fashion with the Office of the Clerk of Jefferson County, West Virginia and may re-record it at any time as may be required to preserve its rights in this Easement.

17. Amendment. This Easement may be amended only if, in the sole and exclusive judgment of the Grantee and United States, by and through the Chief of NRCS, such amendment is consistent with the purposes of this Easement and complies with all applicable laws and regulations. The Grantee must provide timely written notice to the Chief of NRCS of any proposed amendments. Prior to the signing and recordation of the amended Easement Deed, such amendments must be mutually agreed upon by the Grantee, Grantor, and United States, by and through the Chief of NRCS. Any purported amendment that is recorded without the prior approval of the United States is null and void.

18. Other Provisions.

- (a) **Controlling Law.** The interpretation and performance of this Easement shall be governed by the laws of the State of West Virginia and the United States.
- (b) **Severability.** If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.
- (c) **No Forfeiture.** Nothing contained herein will result in a forfeiture or reversion of the Grantor's title in any respect.
- (d) **Successors.** The covenants, terms, conditions, and restrictions of this Easement shall

DEED OF CONSERVATION EASEMENT

be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, agents, assigns, lessees, and any other person claiming under them, any and all of whom shall comply with all terms and conditions of this Easement, and shall continue as a servitude running in perpetuity with the Protected Property.

- (e) **Subordination.** Any mortgage or lien arising after the date of this Easement shall be subordinated to the terms of this Easement.
- (f) **Title Warranties.** Grantor warrants that the Grantor has good title to the Protected Property, that the Grantor has the right to convey this Easement, and that the Protected Property is free and clear of any encumbrances other than those of record.
- (g) **Merger.** If Grantee at some future time acquires the underlying fee title in the Protected Property, the interest conveyed by this Easement will not merge with fee title but will continue to exist and be managed as a separate estate. The Grantor and Grantee explicitly agree that it is their express intent, forming an part of the consideration hereunder, that the provisions of this Easement set forth herein are to last in perpetuity, and that to that end no purchase or transfer of the underlying fee interest in the Protected Property by or to the local grantee, the United States, or any successor or assignee will be deemed to eliminate these conservation easement terms, or any portion thereof, pursuant to the doctrine of "merger" or any other legal doctrine.
- (h) **Boundary Line Adjustments.** Boundary line adjustments are permitted in the case of technical errors made in the survey or legal description. In such cases, boundary line adjustments cannot exceed two (2) acres for the entire Protected Property.



Conservation Easement,
excluding FAA Vortac
Aerial Easement,
approved per Section
20.107 of Sub-Regs.
Judy Brozina
8-23-22

DEED OF CONSERVATION EASEMENT

TO HAVE AND TO HOLD this Easement hereunto the Grantee, the United States, and their successors and assigns forever

DECLARATION OF CONSIDERATION OF VALUE. The undersigned hereby declare under penalty of fine and imprisonment as provided by law, that the conveyance made by this document is a transfer of property right to Federal, state and county governmental entities, and therefore, is exempt from the West Virginia excise tax due on the transfer of real property.

IN WITNESS WHEREOF Grantor and Grantee have set their hand:

GRANTOR:

John Crane Hendricks

Signature

Date

GRANTEE:

Jefferson County Farmland Protection Board

Signature

Date

DEED OF CONSERVATION EASEMENT

STATE OF WEST VIRGINIA

COUNTY OF JEFFERSON, to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____, _____ by JOHN CRANE HENDRICKS.

My commission expires: _____

Notary Public

STATE OF WEST VIRGINIA

COUNTY OF JEFFERSON, to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____, _____ by _____, Chairman on behalf of the JCFPB.

My commission expires: _____

Notary Public

DEED OF CONSERVATION EASEMENT

SCHEDULE OF EXHIBITS

- A. Legal Description and Plat of Property Subject to Easement**
- B. Residential Dwelling(s) – NONE – INTENTIONALLY OMITTED**
- C. Farmstead Complex Areas Subject to Easement**
- D. Retained Development Right(s) – NONE – INTENTIONALLY OMITTED**
- E. Extraction Area – NONE – INTENTIONALLY OMITTED**

DEED OF CONSERVATION EASEMENT

Exhibit A: Legal Description and Plat of Property Subject to Easement

Description of a Conservation Easement for the
Jefferson County Farmland Protection Board
The Property of
John Crane Hendricks
Deed Book 1179 Page 40
Tax Map 21 Parcels 3 & 5.5 and Tax Map 22 Parcel 1 Shepherdstown District
Jefferson County, West Virginia
August 10, 2016
Conservation Easement

Beginning at a point in the Westerly right-of-way line of West Virginia Route 16 (Ridge Road) said point also being a corner common to Hendricks Estate thence with said right-of-way line.

1. South 13°36'27" West 1124.11 feet to a point thence departing the aforesaid right-of-way line and running through the lands of Hendricks the following nine (9) courses
2. North 67°43'50" West passing a fence post at 10.62 feet and a total distance of 387.67 feet to a fence post thence
3. South 10°50'19" West 222.32 feet to a fence post thence
4. South 11 °09'44" West 215.10 feet to a fence post thence
5. South 23°14'02" West 37.21 feet to a point thence
6. South 66°30' 41" East 32.03 feet to a point thence
7. South 81 °35'45" East 52.12 feet to a fence post thence
8. South 58°33'59" East 123.40 feet to a fence post thence
9. South 61 °40'03" East 83.72 feet to a fence post thence
10. South 74°22'38" East 91.88 feet to a point in the aforesaid right-of way line passing a fence post at 2.44 feet from the end thereof thence with said right-of-way line the following three (3) courses
11. South 13°06'26" West 198.26 feet to a point thence
12. South 13°48'06" West 234.39 to a point thence
13. South 14°40'39" West 393.96 to a corner common to G. Hockman thence with Hockman's lines the following two (2) courses
14. North 71°24'16" West passing a fence post at 11.90 feet a total distance of 733.23 feet to a fence post thence
15. South 14°02'07" West 692.79 feet to a fence post and a corner common to J.Hockman and Snyder thence with J. Hockman
16. North 68°46'12" West 193.64 feet to a found planted stone and a corner common to Tennant thence with Tennant
17. North 69°05'55" West 1360.08 feet to a found planted stone and a corner common to James T. Blue & Sons, Inc. thence with its line

DEED OF CONSERVATION EASEMENT

18. North $07^{\circ}35'04''$ East 3200.76 feet to a found planted stone in the line of Hendricks Estate thence

19. South $69^{\circ}20'25''$ East 487.63 feet to a point at the beginning of an 750' Radius FAA VORTAC Aerial Easement thence following said easement

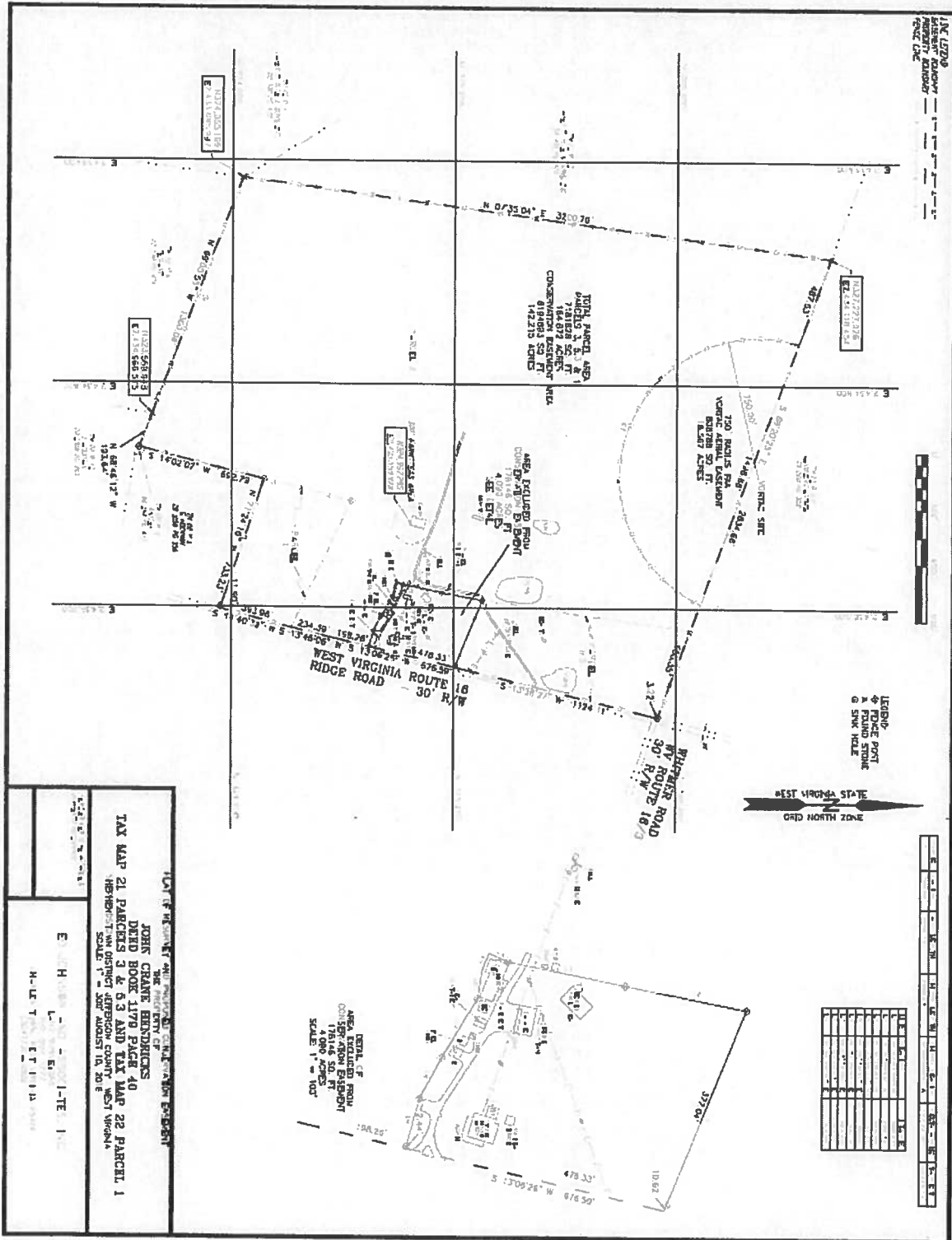
20. 2256.33 feet along the arc of a curve to the left having a radius of 750.00 feet and a central angle of $172^{\circ}22' 17''$ and a chord bearing South

$69^{\circ}20'25''$ East 1496.68 feet to a point in the aforesaid line of Hendricks Estate thence

21. South $69^{\circ}20'25''$ East 650.35 feet to the point of beginning containing an easement area of 142.215 acres.

DEED OF CONSERVATION EASEMENT

Exhibit A: Legal Description and Plat of Property Subject to Easement



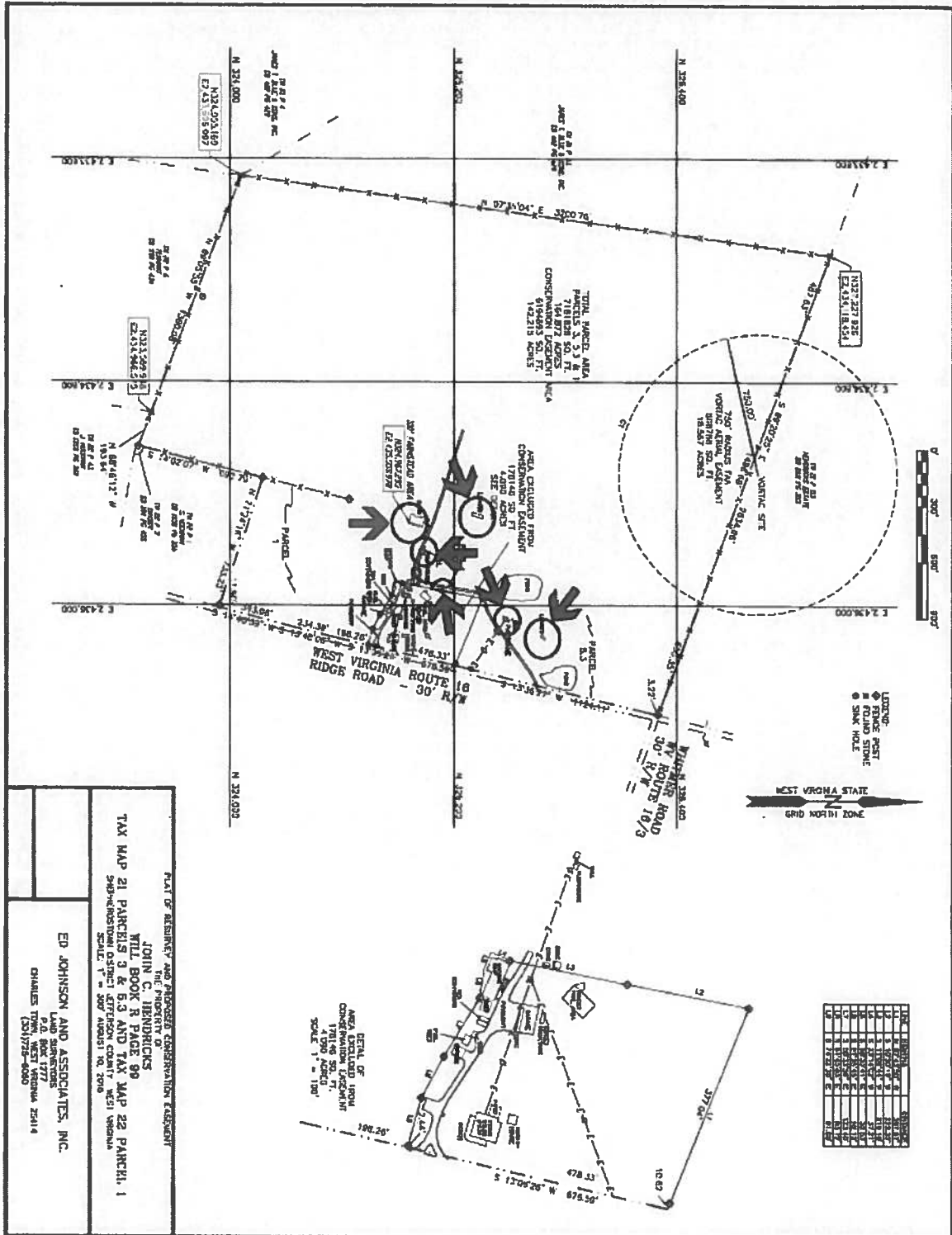
DEED OF CONSERVATION EASEMENT

Exhibit B: Residential Dwelling(s)

NONE – INTENTIONALLY OMITTED

DEED OF CONSERVATION EASEMENT

Exhibit C: Farmstead Complex Areas Subject to Easement



PLAN OF RESERVE AND PROPOSED CONSERVATION EASEMENT
 JOHNNIE C. HENDRICKS
 TAX MAP 21 PARCELS 3 & 5.3 AND TAX MAP 22 PARCEL 1
 548-WASHINGTON STREET, STEPHEN COUNTY, WEST VIRGINIA
 SCALE: 1" = 300' AUGUST 10, 2010

ED JOHNSON AND ASSOCIATES, INC.
 1000 W. MAIN STREET
 P.O. BOX 1777
 CHARLES TOWN, WEST VIRGINIA 25414
 (304) 722-0000

DEED OF CONSERVATION EASEMENT

Exhibit D: Retained Development Right(s)

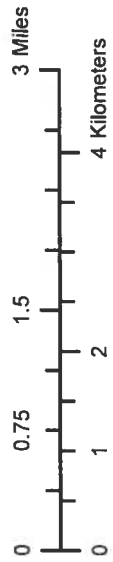
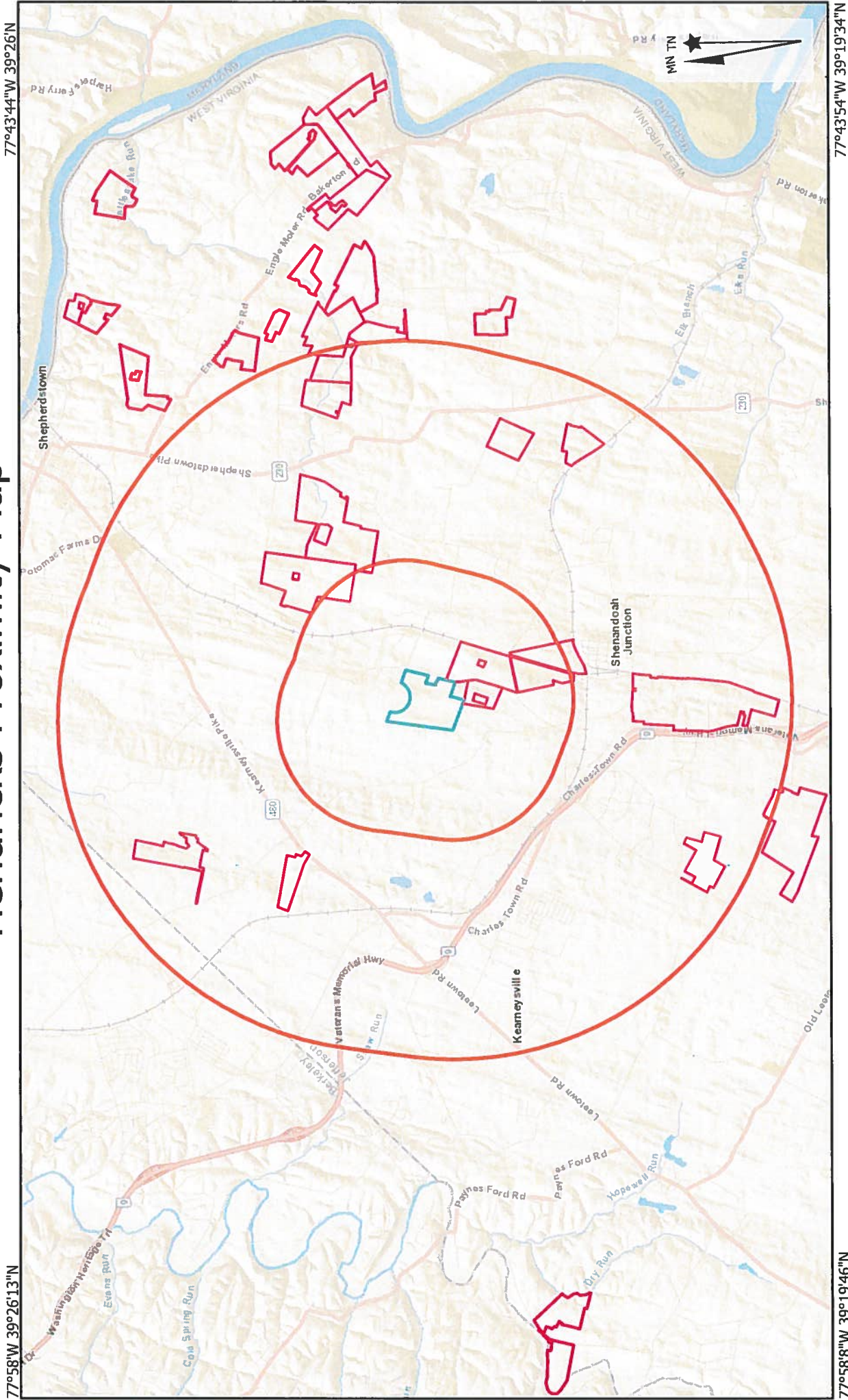
NONE – INTENTIONALLY OMITTED




DEED OF CONSERVATION EASEMENT

Exhibit E: Extraction Area(s)

NONE – INTENTIONALLY OMITTED

Hendricks Proximity Map



-  Hendricks Property
-  One and Three Mile Buffer
-  JCFPB Easements

77°58'W 39°26'13"N
77°43'44"W 39°26'N
77°43'54"W 39°19'34"N
77°58'W 39°19'46"N

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: Kat Hagedorn

Department or Organization: **Family Resource Network of the Panhandle**

Estimation of amount of time needed for appointment: 10 minutes

Date Requested – 1st Choice: **09/01/2022**

*If a specific date is needed, please provide reason for specific date: **Conflict with another meeting***

Date Requested – 2nd Choice: 08/18/2022

Subject (*Wording to be placed on agenda*): Invitation to participate in community collaborative meetings on housing issues in the Tri-county area.

Please provide the County Commission with a description of your request or presentation, including any background information:

As the County Commission you have knowledge and experience in issues of housing that face our community. I would like to invite you to attend a series of meetings that will be held by the Health and Human Services Collaborative and the Eastern Panhandle United Way on the housing crisis facing our tri-county area.

Is this a funding request? Y/N **No**

If so, how much? \$

Provide exact financial impact/request:

Recommended motion (*Please type out the wording of the motion that you would like the Commission to approve*):
No motion needed. Interested individuals would provide their email for more information.

Attach supporting documents for request, or request may be denied. Attached
If not attached, explain:

Is equipment needed? Projector Y/N Internet/Wi Fi Y/N Telephone for conference call Y/N

Contact information: Kat Hagedorn Ex Director Family Resource Network

Email address: director@fnotp.org

Phone Number: 304268-3968

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/RECOMMENDATION

not applicable



Out of Reach 2021: West Virginia

\$8.75/hr

55 HOURS!

To afford a modest 1 bedroom rental home at Fair Market Rent

Working at minimum wage

Each week you have to work

State Facts

MINIMUM WAGE	\$8.75
AVERAGE RENTER WAGE	\$12.69
2-BEDROOM HOUSING WAGE	\$14.83
NUMBER OF RENTER HOUSEHOLDS	196,432
PERCENT RENTERS	27%

Affordable Rent for Low Income Households

MINIMUM WAGE WORKER	\$455 /mo
HOUSEHOLD AT 30% OF AREA MEDIAN INCOME	\$467 /mo
WORKER EARNING AVERAGE RENTER WAGE	\$660 /mo

Fair Market Rent

1-BEDROOM FAIR MARKET RENT	\$630 /mo
2-BEDROOM FAIR MARKET RENT	\$771 /mo

COMPARE JURISDICTIONS

Number of Households

	<i>Berkeley County</i>	<i>Jefferson County</i>
TOTAL	44,221	20,891
RENTER	11,221	4,923
PERCENT RENTERS	25%	24%

Housing Wage

	<i>Berkeley County</i>	<i>Jefferson County</i>
ZERO-BEDROOM	\$13.83	\$15.17
ONE-BEDROOM	\$13.90	\$15.27
TWO-BEDROOM	\$17.63	\$17.92
THREE-BEDROOM	\$23.15	\$25.65
FOUR-BEDROOM	\$30.54	\$31.04

Fair Market Rent	<i>Berkeley County</i>	<i>Jefferson County</i>
ZERO-BEDROOM	\$719	\$789
ONE-BEDROOM	\$723	\$794
TWO-BEDROOM	\$917	\$932
THREE-BEDROOM	\$1,204	\$1,334
FOUR-BEDROOM	\$1,588	\$1,614
Annual Income Needed to Afford	<i>Berkeley County</i>	<i>Jefferson County</i>
ZERO-BEDROOM	\$28,760	\$31,560
ONE-BEDROOM	\$28,920	\$31,760
TWO-BEDROOM	\$36,680	\$37,280
THREE-BEDROOM	\$48,160	\$53,360
FOUR-BEDROOM	\$63,520	\$64,560
Minimum Wage	<i>Berkeley County</i>	<i>Jefferson County</i>
MINIMUM WAGE	\$8.75	\$8.75
RENT AFFORDABLE AT MINIMUM WAGE	\$455	\$455
Work Hours/Week at Minimum Wage	<i>Berkeley County</i>	<i>Jefferson County</i>
ZERO-BEDROOM	63	69
ONE-BEDROOM	64	70
TWO-BEDROOM	81	82
THREE-BEDROOM	106	117
FOUR-BEDROOM	140	142
Renter Wage	<i>Berkeley County</i>	<i>Jefferson County</i>
ESTIMATED MEAN RENTER WAGE	\$12.71	\$9.98
RENT AFFORDABLE AT MEAN RENTER WAGE	\$661	\$519
Work Hours/Week at Mean Renter Wage	<i>Berkeley County</i>	<i>Jefferson County</i>
ZERO-BEDROOM	44	61
ONE-BEDROOM	44	61
TWO-BEDROOM	55	72
THREE-BEDROOM	73	103
FOUR-BEDROOM	96	124
Supplemental Security Income (SSI) Payment	<i>Berkeley County</i>	<i>Jefferson County</i>
SSI MONTHLY PAYMENT	\$794	\$794
RENT AFFORDABLE TO SSI RECIPIENT	\$238	\$238

Income Levels

	<i>Berkeley County</i>	<i>Jefferson County</i>
30% OF AREA MEDIAN INCOME (AMI)	\$22,230	\$29,250
ESTIMATED RENTER MEDIAN HOUSEHOLD INCOME	\$42,101	\$41,865

Rent Affordable at Different Income Levels

	<i>Berkeley County</i>	<i>Jefferson County</i>
30% OF AREA MEDIAN INCOME (AMI)	\$556	\$731
ESTIMATED RENTER MEDIAN HOUSEHOLD INCOME	\$1,053	\$1,047

MEDIAN WAGES FOR LARGEST OCCUPATIONS

Occupation	Total Employment	Median Hourly Wage
FAST FOOD AND COUNTER WORKERS	20,830	\$10.03
HOME HEALTH AND PERSONAL CARE AIDES	15,400	\$10.23
CASHIERS	18,730	\$10.38
WAITERS AND WAITRESSES	8,650	\$10.90
COOKS, RESTAURANT	5,870	\$11.10
MAIDS AND HOUSEKEEPING CLEANERS	5,140	\$11.18
RETAIL SALESPERSONS	18,650	\$11.38
ONE-BEDROOM HOUSING WAGE		\$12.12
COOKS, INSTITUTION AND CAFETERIA	4,930	\$12.56
JANITORS AND CLEANERS, EXCEPT MAIDS AND HOUSEKEEPING CLEANERS	8,310	\$12.92
PASSENGER VEHICLE DRIVERS, EXCEPT BUS DRIVERS, TRANSIT AND INTERCITY	4,960	\$13.13
NURSING ASSISTANTS	7,350	\$13.17
STOCKERS AND ORDER FILLERS	10,910	\$13.30
RECEPTIONISTS AND INFORMATION CLERKS	4,970	\$13.36
LABORERS AND FREIGHT, STOCK, AND MATERIAL MOVERS, HAND	9,550	\$13.63
FIRST-LINE SUPERVISORS OF FOOD PREPARATION AND SERVING WORKERS	4,770	\$13.75
OFFICE CLERKS, GENERAL	16,490	\$14.34
CUSTOMER SERVICE REPRESENTATIVES	11,410	\$14.81
TWO-BEDROOM HOUSING WAGE		\$14.83
SECRETARIES AND ADMINISTRATIVE ASSISTANTS, EXCEPT LEGAL, MEDICAL, AND EXECUTIVE	7,670	\$16.26
CONSTRUCTION LABORERS	7,130	\$16.40
MAINTENANCE AND REPAIR WORKERS, GENERAL	8,230	\$16.61

Occupation	Total Employment	Median Hourly Wage
FIRST-LINE SUPERVISORS OF RETAIL SALES WORKERS	6,410	\$16.66
BOOKKEEPING, ACCOUNTING, AND AUDITING CLERKS	7,680	\$17.43
ALL OCCUPATIONS		\$17.51
SUBSTITUTE TEACHERS, SHORT-TERM	4,830	\$18.37
LICENSED PRACTICAL AND LICENSED VOCATIONAL NURSES	5,980	\$18.70
OPERATING ENGINEERS AND OTHER CONSTRUCTION EQUIPMENT OPERATORS	7,460	\$19.58
HEAVY AND TRACTOR-TRAILER TRUCK DRIVERS	10,680	\$20.37
FIRST-LINE SUPERVISORS OF OFFICE AND ADMINISTRATIVE SUPPORT WORKERS	7,260	\$21.98
ELEMENTARY SCHOOL TEACHERS, EXCEPT SPECIAL EDUCATION	6,080	\$23.34
REGISTERED NURSES	19,800	\$31.15
GENERAL AND OPERATIONS MANAGERS	10,830	\$35.79

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State	Occupation	TOT_EMP	JOB5_1000	Median Hourly Wage
WV	Fast Food and Counter Workers	20,830	32.052	\$10.03
WV	Home Health and Personal Care Aides	15,400	23.693	\$10.23
WV	Cashiers	18,730	28.813	\$10.38
WV	Waiters and Waitresses	8,650	13.314	\$10.90
WV	Cooks, Restaurant	5,870	9.035	\$11.10
WV	Maids and Housekeeping Cleaners	5,140	7.907	\$11.18
WV	Retail Salespersons	18,650	28.692	\$11.38
	One-Bedroom Housing Wage			\$12.12
WV	Cooks, Institution and Cafeteria	4,930	7.587	\$12.56
WV	Janitors and Cleaners, Except Maids and Housekeeping Cleaners	8,310	12.782	\$12.92
WV	Passenger Vehicle Drivers, Except Bus Drivers, Transit and Intercity	4,960	7.624	\$13.13
WV	Nursing Assistants	7,350	11.304	\$13.17
WV	Stockers and Order Fillers	10,910	16.780	\$13.30
WV	Receptionists and Information Clerks	4,970	7.645	\$13.36
WV	Laborers and Freight, Stock, and Material Movers, Hand	9,550	14.695	\$13.63
WV	First-Line Supervisors of Food Preparation and Serving Workers	4,770	7.333	\$13.75
WV	Office Clerks, General	16,490	25.364	\$14.34
WV	Customer Service Representatives	11,410	17.555	\$14.81
	Two-Bedroom Housing Wage			\$14.83
WV	Secretaries and Administrative Assistants, Except Legal, Medical, and Executive	7,670	11.800	\$16.26
WV	Construction Laborers	7,130	10.975	\$16.40
WV	Maintenance and Repair Workers, General	8,230	12.666	\$16.61
WV	First-Line Supervisors of Retail Sales Workers	6,410	9.863	\$16.66
WV	Bookkeeping, Accounting, and Auditing Clerks	7,680	11.814	\$17.43
WV	All Occupations	650,010	1000.000	\$17.51
WV	Substitute Teachers, Short-Term	4,830	7.437	\$18.37
WV	Licensed Practical and Licensed Vocational Nurses	5,980	9.204	\$18.70
WV	Operating Engineers and Other Construction Equipment Operators	7,460	11.471	\$19.58
WV	Heavy and Tractor-Trailer Truck Drivers	10,680	16.427	\$20.37
WV	First-Line Supervisors of Office and Administrative Support Workers	7,260	11.174	\$21.98
WV	Elementary School Teachers, Except Special Education	6,080	9.351	\$23.34
WV	Registered Nurses	19,800	30.456	\$31.15
WV	General and Operations Managers	10,830	16.668	\$35.79

Jessica Carroll

From: Kat Hagedorn <director@frnotp.org>
Sent: Friday, August 5, 2022 2:02 PM
To: JCCInfo
Subject: Agenda Request Form
Attachments: Jefferson co comission request.pdf

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or on clicking links from unknown senders.

Please see attached agenda request form for the Family Resource Network of the Panhandle to speak with the Jefferson Co Commission on September 1, 2022. The topic to be Invitation to participate in community collaborative meetings on housing issues in the Tri-county area.

Cooperatively,

Kat Hagedorn

Executive Director



Family Resource Network
OF THE PANHANDLE, INC.

director@frnotp.org

NEW PHONE NUMBER!!!! 304 268-3968

Let's work together!

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: Laurel Ziemianski

Department or Organization: Hill Top House Hotel

Estimation of amount of time needed for appointment: 90 mins

Date Requested – 1st Choice: **September 1, 2022**

If a specific date is needed, please provide reason for specific date:

Date Requested – 2nd Choice: **Next mtg**

Subject (*Wording to be placed on agenda*): Request for Special Meeting to conduct a Hill Top House Hotel TIF Workshop

Please provide the County Commission with a description of your request or presentation, including any background information: We quickly evaluated that the Overview of TIF Program and how it relates to the hotel, town, county and state, needs to be discussed at an in-person Special Meeting of the Commission. There are details that we need to communicate (educational PowerPoint) and do a question/answer session so everyone has clarity on how the programs work.

Is this a funding request? Y/N **NO**

If so, how much? \$

Provide exact financial impact/request:

Recommended motion (*Please type out the wording of the motion that you would like the Commission to approve*):

SWaH Hill Top House Hotel motions that there be a Special Session of the Commission scheduled to conduct a Hill Top TIF Workshop.

Attach supporting documents for request, or request may be denied.

If not attached, explain: We will have shared screen exhibits on Zoom mtg

Is equipment needed? Projector **Y/N** Internet/Wi Fi **Y/N** Telephone for conference call **Y/N**

Contact information: Laurel Ziemianski

Email address: lziemianski@swaninvestors.com

Phone Number: 703-728-4160

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/RECOMMENDATION

not applicable

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: Michelle Gordon, Finance Director

Department or Organization: **County Commission**

Estimation of amount of time needed for appointment: 5 minutes

Date Requested – 1st Choice: **September 1, 2022**
If a specific date is needed, please provide reason for specific date:

Date Requested – 2nd Choice:

Subject (*Wording to be placed on agenda*):

- Consideration of a Probationary increase for County Administrator

Please provide the County Commission with a description of your request or presentation, including any background information:

Consideration of a probationary increase for the County Administrator after his 6 month probationary review was completed. If a probationary increase is or is not provided, he would still be eligible to receive a normal merit increase up to 5% on his anniversary date of 2/16/23. This request does not require additional funding.

	Current Salary	112,750	Budget		
		New Annual	Needed	Benefits	Total
	1.00%	113,878	987	164	1,151
	1.50%	114,441	1,480	246	1,726
	2.00%	115,005	1,973	329	2,302
	2.50%	115,569	2,466	411	2,877
	3.00%	116,133	2,960	493	3,452
	3.50%	116,696	3,453	575	4,028
	4.00%	117,260	3,946	657	4,603

Is this a funding request? Y/N **No**
 If so, how much? \$ **NA**
 Provide exact financial impact/request:

Recommended motion (*Please type out the wording of the motion that you would like the Commission to approve*):

- Motion to approve a probationary increase of _____% to a new annual salary of \$_____ for John Nissel effective September 5, 2022

Attach supporting documents for request, or request may be denied.
 If not attached, explain:

Is equipment needed? Projector **Y/N NO** Internet/Wi Fi **Y/N NO** Telephone for conference call **Y/N NO**

Contact information:
 Email address: Phone Number:

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/RECOMMENDATION

not applicable

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: **Nathan Cochran**

Department or Organization: **Prosecuting Attorney's Office**

Estimation of amount of time needed for appointment:

Date Requested – 1st Choice: **September 1, 2022**

If a specific date is needed, please provide reason for specific date:

Date Requested – 2nd Choice: **September 5, 2022**

Subject (*Wording to be placed on agenda*):

- a. Discussion of legal issues and potential action regarding proposed Solar Text Amendment to the Jefferson County Zoning and Land Development Ordinance, File #ZTA22-01, including bonding, comprehensive plan, and related matters. Discussion of public hearing on proposed text amendment, review and consideration of amendment text, adoption of amendment and/or modification of amendment text and/or Planning Commission review and associated fees. Discussion of Jefferson County Circuit Court Civil Action No.'s 2021-C- 33 through 37 and Jefferson County Circuit Court Civil Action No.'s 2021-C-46 through 50, Jefferson County Circuit Court Civil Action No. CC-19-2022-C-6, Jefferson County Circuit Court Civil Action No. 2022-C-81, and WV Supreme Court No.'s 21-0727, 21-0728, and 21-0731.
- b. Discussion of Jefferson County Circuit Court Civil Action No. 22-C-85.
- c. Discussion of Jefferson County Circuit Court Civil Action No. 22-C-48.
- d. Discussion of W.Va. Human Rights Comm. Case No. EREP-49-21.
- e. Consider matters involving or affecting the construction, planning, or purchase, sale, or lease of property.
- f. Report by counsel on opioid case. (Jefferson County Commission v. Purdue Pharmaceutical, et al. US District Court, Northern District of West Virginia, Civil Action #1:17-OP-45170).

Is this a funding request? **No**

If so, how much? **N/A**

Provide exact financial impact/request:

Attach supporting documents for request, or request may be denied.

If not attached, explain:

Is equipment needed? Projector **N** Internet/Wi Fi **N** Telephone for conference call **N**

Contact information:

Email address:

Phone Number:

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/RECOMMENDATION

not applicable

Jefferson County Commission
Review of ARPA Requests

Thursday, September 1, 2022

- 1:00PM ARPA-25 Roger Goodwin, Demo Smoot Building
ARPA-30 Corp of Shepherdstown, Morgan's Grove Park
- 1:15PM ARPA-42 City of Ranson, Stephanie Grove-City Manager
Fairfax Medical Access Route
ARPA-15 African American Community Assoc of Jeff Co, Daphne Wahl
Lost revenue & PT Person
- 1:30PM ARPA-26 & ARPA-35 Charles Town Race Track Chaplaincy, Lost Revenue
ARPA-22 Safe Haven Child Advocacy Center, Ami Sirbaugh, lost revenue
- 1:45PM ARPA-17 WV Thoroughbred Breeders Assoc Inc, John Funkhouser, Breeding Promotion
ARPA-36 Charles Wash Symph Orchestra Corp, Kim Karpf, Recruitment
- 2:00PM ARPA-39 Animal Welfare Society of JC, Richard Clawson, revenue loss
ARPA-1 Harpers Ferry-Bolivar PSD, Ed Tennant, Sewer pipeline rehab
- 2:15PM ARPA-33 Shen Junction Public Sewer, Lee Snyder, Sewer Decomm, connect to CTUB
- 2:30PM ARPA-18 JC Water Advisory Comm, Mary Sell, Groundwater Study
ARPA-45 Shepherdstown Fire Dept, Marshall DeMeritt, Bunk Room
- 2:45PM ARPA-46 Friendship Fire Co, Chris Higdon, Radios
ARPA-47 Middleway Vol Fire Co, Michael Mood, Radios

Jefferson County Commission
08/22/2022 ARPA Submissions
Community Requests

Color Code

Approved
Closed

Priority	App No.	Status	Date	Name	Contact	Description	Amount	Adjustments	Adjusted Request	Amount Paid	Subtotal
		Denied		Michelle Gordon, Finance Director on behalf of County Departments		COLA Increase 0.7% - from General Revenue	\$ 75,000	\$ (75,000)	\$ -	\$ -	
		Denied				Merit Increase - from General Revenue	195,000	(195,000)	-	-	
1		Approved	6/17/2021			Revenue Loss 2020	1,534,634		1,534,634	(1,534,634)	
1		Approved	6/30/2022			Emergency Medical Services	5,000,000		5,000,000	(2,555,714)	
						Revenue Loss Estimate 2021-2024 (Estimate \$2.0-\$2.5M)	2,200,000		2,200,000		
1						2021-2024 COVID Expenditures Estimate (2020 total COVID expense was \$5.7M)	2,000,000		2,000,000		
1		Approved	8/5/2021			Premium Pay-Retro active stipend \$3k per eligible employee-County Staff	625,000	235,000	860,000	(541,189)	
1		Approved	8/5/2021			Premium Pay-Retro active stipend \$3k per eligible employee-Component Units	180,000		180,000	(182,199)	
						Restoration of 4 positions eliminated due to revenue loss:					
1	ARPA-19	Approved	11/10/2021			2 Deputies	504,400	(174,504)	329,896	(12,942)	
1	ARPA-20	Approved	7/14/2022			CAD Admin	246,000	(28,944)	217,056		
1	ARPA-21					Co Comm HR Generalist	165,000	20,911	185,911		\$ 7,680,819
1	ARPA-6	Approved	8/11/2022		Jeff Polczynski, 911 Communication Center	Next generation 911 ESINET	750,000		750,000		750,000
1	ARPA-25				Roger Goodwin, County Engineering	Demo of Smoot building for stormwater management of county parking lot run off	100,000		100,000		
1	ARPA-27	Approved	7/14/2022		Roger Goodwin	Digital screen for public use permit process	15,000		15,000		115,000
1	ARPA-10	Approved	7/14/2022		Russ Burgess, County Information Tech	Commission meeting room, public meeting technology improvements	50,000	16,000	66,000		
1	ARPA-7	Approved	7/14/2022		Russ Burgess	Email system upgrade for communications to the public-Confirmed this is a separate project and not included in C/O Fund	75,000	(25,000)	50,000		116,000
1		Dup-Included above	NA	Debbie Lowe for Sheriff Hansen	Included Above	Premium Pay for Deputies \$7500/Deputy	235,000	(235,000)	-		
6	Not Eligible	Withdrawn	NA			New Vehicles-Not eligible for ARPA, Would need to use C/O Fund	165,000	(165,000)	-		
1	ARPA-3	CANX-Funded by C/O Fund	NA			Renovate Animal Control building	50,000	(50,000)	-		
2	ARPA-43	Withdrawn			Jefferson County Health Department	Revenue replacement for unbillable vaccine administrative costs	255,000	(255,000)	-		
1	ARPA-44	Approved	7/14/2022		Laura Kuhn	HVAC for building (was part of ARPA-43-moved to ARPA-44)	100,000	120,000	220,000		
2	ARPA-43	8/11			Gino Sisco	Community Outreach Position	95,000		95,000		315,000
5	ARPA-11	Approved	7/14/2022		Jennifer Myers	Public Sewer tie in. (Amended to \$600,000, Approved for \$300,000)	1,000,000	(700,000)	300,000		
2	ARPA-28	07/14			Jennifer Myers	James Hite Park infrastructure plan	100,000		100,000		
2	ARPA-38	07/14			Jennifer Myers	Outdoor Tennis (3), Pickleball Courts (3) at James Hite Park	241,000		241,000		
2		Withdrawn			Jennifer Myers	Program revenue replacement	517,077	(517,077)	-		
2		07/14				COVID Expenditures	88,552		88,552		729,552

Jefferson County Commission
08/22/2022 ARPA Submissions
Community Requests

Color Code

Approved
Closed

Priority	App No.	Status	Date Approved	Name	Contact	Description	Amount	Adjustments	Adjusted Request	Amount Paid	Subtotal
2	ARPA-29	Approved	7/14/2022	Jefferson County Emergency Services Agency	Bob Burner	Portable and Mobile Radios	322,920		322,920		322,920
2	ARPA-4B	Approved	8/18/2022	Jefferson County Development Authority	Dennis Jarvis	Economic Development (\$65k from Coalbed and Coal): 1) New Business park evaluation study; 2) Redesign the current master plan for Burr Industrial Park; and, 3) Prepare sites 9&10 in the Burr Ind Park for pad ready sites.	80,000		80,000		80,000
3	ARPA-5	08/11		Charles Town	Alissa Meeks	Homeless Support	150,000		150,000		150,000
3	ARPA-30	09/01		Corporation of Shepherdstown		Local Match for pedestrian access of Morgan's Grove Park	300,000		300,000		300,000
3	ARPA-42	09/01		City of Ranson	Stephanie Grove, City Manager	Fairfax Medical Access Route	2,000,000		2,000,000		2,000,000
4	ARPA-40	Approved	7/14/2022	CASA	Michelle Suddeth	Volunteer outreach, training and support for vulnerable children-deferred from FY23 budget request	10,000		10,000		10,000
4	ARPA-4	Withdrawn	NA	Jefferson Medical Center	Carrie Smith	Forensic camera	22,250	(22,250)	-		-
4	ARPA-4	Withdrawn	NA		Carrie Smith	Sexual assault nurse training	9,000	(9,000)	-		-
4	ARPA-16	Approved	7/14/2022	Jefferson County African American Cultural & Heritage Festival	Brenda Gaskins	Promote social, cultural and economic programs reited to African American community	12,000		12,000	(12,000)	-
4	ARPA-15	09/01		African American Community Association of Jefferson County	Daphne Wahl	Revenue Loss due to COVID	20,000		20,000		
4	ARPA-15	09/01			Daphne Wahl	PT Postion	15,000		15,000		35,000
4	ARPA-26	09/01		Charles Town Race Track Chaplaincy		Economic support and revenue lost	10,000		10,000		10,000
4	ARPA-35	09/01		Charles Town Race Track Chaplaincy		Economic support and revenue lost	24,488		24,488		24,488
4	ARPA-22	09/01		Safe Haven Child Advocacy Center	Ami Sirbaugh	VOCA Grant Funding loss	10,000		10,000		10,000
5	ARPA-24	Approved	7/14/2022	Commissioner Tabb	David Deamer	Broadband Infrastructure (Tabb & Jackson) Approved 2, 180ft towers (JCHD and Middlway area) and 2 smaller towers at locations to be determined.	912,805	(312,805)	600,000		
4		Withdrawn	NA		Kelly Franklin	Day Report Center	30,500	(30,500)	-		600,000
4	ARPA-12	08/11		JCCOA	Amy Wellman	FT and PT employee stipend	86,000		86,000		
4	ARPA-13	Approved	8/11/2022		Amy Wellman	Walk-in cooler replacement	18,000		18,000		104,000
4	ARPA-17	09/01		WV Thoroughbred Breeders Assoc Inc	John Funkhouser	Breeding Promotion	60,000		60,000		60,000
4	ARPA-8	08/11		Charles Town Horsemen Benevolent Protective Association	Maria Catignani	Study on the economic impact of thoroughbred industry on the local economy	65,000	(15,000)	50,000		
4	ARPA-9	08/11			Maria Catignani	Equine internship / over 3 years	150,000		150,000		200,000
4	ARPA-31	08/11		Bakerton Fire Department	Bradley Fritts	Replacement Portable Radios	154,369		154,369		154,369
4	ARPA-32	08/11		Bakerton Fire Department	Bradley Fritts	Staffing reimbursement due to volunteer shortage from COVID	136,000		136,000		136,000
4	ARPA-34	CANCELLED		Bakerton Fire Department	Bradley Fritts	Ambulance Loan Payoff-due to lost revenue from COVID	64,000	(64,000)	-		-
4	ARPA-36	09/01		Charles Washington Symphony Orchestra Corp	Todd Coyle	Reengagement and recruitment efforts due to COVID participation declines	10,000		10,000		10,000

Color Code
Approved
Closed

Approved
Closed

Priority	App No.	Status	Date	Approved	Name	Contact	Description	Amount	Adjustments	Adjusted Request	Amount Paid	Subtotal
4	ARPA-37	07/14			Jefferson County Community Ministries	Keith Lowry	Due to COVID Impact, Need funding for: Reducing and preventing homelessness, offsetting medical expenses, relieving economic harm to workers and households by providing financial and food assistance, and by continuing to operate an emergency shelter.	403,000		403,000		
	ARPA-41	Approved	7/14/2022		Animal Welfare Society of Jefferson County	Keith Lowry	FY23 Budget Request-Deferred to ARPA FUNDING FOR HOMELESS AND FOOD PANTRY	80,000		80,000	(20,000)	463,000
4	ARPA-39	09/01			Animal Welfare Society of Jefferson County	Richard Clawson	Revenue Loss used for Spay & Neuter Programs	59,000		59,000		59,000
4	ARPA-45	09/01			Shepherdstown Fire Department	Marshall DeMeritt	Bunk Room overhaul and safety upgrades.	300,000		300,000		300,000
4	ARPA-46	09/01			Friendship Fire Company	Christopher Higdon	Communication Equipment / Portable Radios for Staff and Fire apparatus.	150,000		150,000		150,000
4	ARPA-47	09/01			Middleway Volunteer Fire Co Inc	Michael Mood	Communication Equipment / Portable Radios for Staff and Fire apparatus.	259,480		259,480		259,480
5		Withdrawn			Harpers Ferry		Pedestrian sidewalks, curbing and stormwater runoff					
5	ARPA-14	08/11				Gregory Vaughn	Water distribution improvements and repairs \$5,091,900	2,125,000	(1,325,000)	800,000		
6		Withdrawn					High Street Improvements					
5		Withdrawn					Broadband IT Security and digital record keeping					
5		Withdrawn					Armory Canal Trail west					
6		Withdrawn					Harpers Ferry entry Arch & visitor signage					800,000
5	ARPA-1	09/01			Harpers Ferry-Bolivar PSD	Ed Tennant	Sewer Pipe line rehab projects	120,000		120,000		120,000
5	ARPA-2	08/11			Charles Town Utility Board	Kristen Stolpfer	Sanitary sewer collection system and Renewal and Replacement system projects	5,563,820	(5,263,820)	300,000		300,000
5	ARPA-23	CANCELLED			DUPLICATE-CANCELLED Shenandoah Juncti	Lee Snyder	Sanitary sewer collection system decommission and connection to CTUB	1	(1)			
5	ARPA-33	09/01			Shenandoah Junction Public Sewer, Inc. (ON Behalf of CTUB)	Lee Snyder	Sanitary sewer collection system decommission and connection to CTUB	1,153,000		1,153,000		1,153,000
5	ARPA-18	09/01			Jefferson County Water Advisory Comm	Mary Sell	3 year groundwater study \$400,000	450,000	(50,000)	400,000		400,000
5		WITHDRAWN					Sinkhole study-withdrawn	30,000	(30,000)			400,000
5		CANCELLED					Water test study	25,000	(25,000)			
Totals								\$ 31,952,296	\$ (9,175,990)	\$ 22,776,306	\$ (4,858,679)	\$ 17,917,628

Total ARPA Funding Received	11,099,941.00
Add Interest Earned	24,896.49
Less Committed Funds for Approvals	5,470,216.02
Less ARPA Expenditures	4,858,678.51
Balance ARPA Funding 06/30/2022	795,942.97



Office of Sheriff and Treasurer of Jefferson County

Law Enforcement Office
102 Industrial Blvd.
Kearneysville, WV 25430
304-728-3205
Fax 304-728-3299

Tax Office
PO Box 9
Charles Town, WV 25414
304-728-3220
Fax 304-728-4034

August 26, 2022

Jefferson County Commissioners
VIA EMAIL
jcarroll@jeffersoncountywv.org

RE: Delinquent Tax List

Honorable Commissioners:

This is to inform you that the 2022 delinquent tax list will be printed the morning of September 1, 2022. If anyone would like to review the list, please see Teresa Hendricks at the Tax Office.

Sincerely,

Thomas H. Hansen
Sheriff and Treasurer
Jefferson County

PRESS RELEASE

FOR IMMEDIATE RELEASE

August 17, 2022

As part of an on-going effort to sustain the highest quality emergency services to the residents and visitors of Jefferson County, the Jefferson County Commission voted on August 11th to begin the process of integrating the Jefferson County Emergency Services Agency as a county department.

This move will unify emergency services with emergency communications (E-911) and the office of Homeland Security and Emergency Management as County departments, while ensuring that compensation, benefits, hours and other working conditions for the JCESA staff are protected.

This decision followed earlier commitments by the Commission to increase coverage from the current level of five professionally staffed ambulances during the day and four in the evening, to six during the day and five during the evening. The Commission has also authorized using Federal ARPA funds to purchase ten ambulances from the volunteer departments. Sales agreements have been finalized with all volunteer departments.

The fire and emergency response capacity in Jefferson County have been built over the past two hundred years by a dedicated group of volunteers who have provided both emergency medical services and fire suppression. As the County has grown and our economy shifted away from locally based jobs, the volunteer model has been pressed to meet the growing demand, particularly for emergency medical services which made up more than 79% of calls in 2020.

The Jefferson County Emergency Services Agency provides professional paid EMS staff to supplement the volunteer force. In FY14, a JCESA provider filled the role of driver and/or primary attendant on 60% of EMS incidents (2,550.) In FY21, a JCESA provider filled the role of driver and/or primary attendant on 96% of EMS incidents (4,379.)

While the Commission's deliberations have been informed by data and information from outside experts, the plan adopted by the Commission was developed by Jefferson County leaders, relying on input from the Chiefs of the seven volunteer fire companies, the leadership of the JCESA, and the International Association of Fire Fighters Local 5351

Over the coming months the Commission, assisted by County Administrator John Nissel, will work with all parties to implement these changes and to develop standard reporting systems and dashboards so that the public can monitor performance.

For further information, please contact John Nissel, County Administrator, Jefferson County Commission - 304-728-3284.

##



Jefferson County Commission
124 E Washington St, Charles Town, WV 25414

PRESS RELEASE

FOR IMMEDIATE RELEASE

CONTACT INFORMATION:

John Nissel, County Administrator

Phone: 304-728-3284

Email: jnissel@jeffersoncountywv.org

CHARLES TOWN, WV (August 25, 2022) - On Thursday, August 18th, at regular meeting of the third quarterly session, the Jefferson County Commission voted unanimously to task the leadership of the Jefferson County Emergency Services Agency with the work necessary to complete the transition of county emergency medical services from a free-standing agency to an integrated County department, as decided earlier in August.

The Commission was considering hiring an outside consultant as project manager for the transition when the leadership of the JCESA stepped forward to offer their expertise and to urge the Commissioners to rely on them.

The effort will be led by JCESA Director Bob Burner, who began his career as a volunteer with the Shepherdstown Fire Department. Director Burner and County Administrator Nissel will work closely together over the coming months, with the goal of completing the integration by March 1, 2023. The decision to manage this transition in-house will provide a cost savings to Jefferson County residents, and the ESA will continue to operate under the direction of the JCESA Board until the go-live date.

In developing the scope of work for the potential consultant, County Administrator Nissel identified 22 key deliverables, available for view on the county website at <https://www.jeffersoncountywv.org/county-government/elected-officials/county-commission/ems-transition>, which will now become the responsibility of the JCESA. Director Burner and County Administrator Nissel will provide the Commission with regular status reports and will craft a public facing dashboard so Jefferson County residents can monitor progress directly.

For further information, please contact John Nissel, County Administrator, Jefferson County Commission (304) 728-3284

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August 18 2022

TO: Jefferson County Commissioners

Re: Commissioner Tricia Jackson

These are excerpts from a Resolution put forth by the JCC on Thursday, November 2, 2017

“Whereas we live in dangerous times, where emotions are running high, and for some reason people of hate find themselves free to initiate action of violence against each other, and

“Whereas racism is the ugliest form of collectivism, which treats people as groups rather than as individuals

“Whereas hate cannot find a home in Jefferson County, whether it be the KKK, Neo-Nazi or ANTIFA, and

“That we the Jefferson County Commission condemn the actions of hate and the political use of historical markers and symbols to promote hate by such groups as the KKK, Neo-Nazis and ANTIFA.

These excerpts are from a resolution that was voted upon and accepted, and the minutes reflected this. Commissioner Wayne Caleb was one of the Commissioners who voted to accept these statements and the Resolution. A Resolution by the JCC regarding the preservation and protection of historical monuments, memorials and markers. The JCC wanted to ensure people and groups would not act out in a hateful manner. HOW, HOW can any of you sitting on the Commission now accept that you have a Commission who will not simply say “I do not support hate groups or racism”. You would think this would be an easy choice.

Will Commissioner Jackson uphold this Resolution? To stand by that hate has no place in Jefferson County and hate symbols, which would include the hand gesture in the picture she was seen in. Will she finally show moral conviction, which is part of the JCC job description?

I would also suggest that you amend this resolution if you cannot accept the Resolution put forth by the NAACP of Jefferson County, and include alt-right hate groups along with the KKK, Neo-Nazis and ANTIFA. After all, this would be the proper action, since it is the alt-right hate groups, such as the Proud Boys that are on the rise.

Even better – the JCC should put on an upcoming Agenda to discuss the NAACP’s Resolution regarding racism and white supremacy, hate within our community. It is a shameful it was removed from tonight’s agenda (Thursday August 18, 2022) by President Commissioner Caleb. Especially since he once had supported this in a prior Resolution. At what point will the JCC make it about the people of the county and not about what you believe is left or right. HATE is not okay. Accepting HATE is not okay. Acknowledging that HATE is not okay makes it worst.

The Journal

Candidate Profile: Tricia Jackson – May 7, 2020 Updated Oct 14, 2020

How Do You Plan To Work With People Who Have Different Views than Your Own: “My service to the community lends the opportunity to discuss varying views and ideologies, hear concerns, and provide a resolution. Further, as a Human Resource Professional with experience in conflict resolution management, I am equipped to mediate disputes and work toward an acceptable outcome for all parties. I will gladly sit down with those who have differing views to discuss the overarching goal and to listen to their cares and concerns. I am a firm believer that open and honest dialogue is the most effective way to address an issue.”

This statement would make Commissioner Jackson a liar. The current conflict regarding her posing in a picture with two Proud Boys, who display the hate symbol of the “ok” sign with their hands, which has upset many in the community, especially People of Color, gave her the opportunity to do just what she said she could and would do – hear concerns and provide resolutions. Mediate disputes and work towards an acceptable outcome for all parties. Instead she threatened people to sue them. This shows exactly the opposite of what she talked about she would do.

People in this county won’t let this go until Commissioner Jackson either makes a statement that she rejects all hate groups and hate symbols, or she must resign.

Until such time, people of Jefferson County will continue to remind the Commission of the issue at hand.

Mrs. Jackson – Proud Boys are a hate group. They are opposed to feminism and promote gender stereotypes. Women are to be subservient to men. They are proclaimed “Western Chauvinist”. This certainly should offend any successful woman, including you.

This alone, as innocent as the picture originally may have been, should give you the reason to denounce them and any alt-right hate group. Any symbols of any hate group.

It would be the right thing to do for all women that work hard and have to fight for equal pay and equal recognition.

Susan Pipes

Charles Town

registered voter in Jefferson County WV

Hello, my name is Jennifer Krouse. As many of you know, I'm currently running as a candidate for a seat on this Commission. Since the beginning of my campaign, I've discussed my desire for increased support of Jefferson County first responders; fire, ems, and police. Frankly, I've been shocked at how hostile a supposedly "conservative" Commission has been to these issues.

First, you rammed through an EMS takeover that is opposed by the station chiefs and the voters; a plan that throws out any semblance of conservative governance; a plan that increases the size of government, and proposes tax increases. As if that weren't bad enough, you've voted to waste at least \$40,000 of taxpayer funds on an ill-conceived PR campaign for this plan. Here's a tip. If you need to hire a consultant to explain why your plan is good, it's not.

But the EMS takeover aside, this Commission is CURRENTLY blocking at least two important public safety issues from the discussion agenda. The first is a funding request regarding the police K-9 program. This program is crucial to the safety of Jefferson County Residents. For five months you've refused to consider the needs of these K-9 officers and their handlers. Secondly you've been slow walking requests to discuss problems with, and upgrades for, the CAD 911 dispatch system. Without a smoothly running dispatch system, the citizens of Jefferson County are at risk and may not even know it.

Commissioners take an oath to serve the citizens of Jefferson County. By ignoring the concerns of community leaders, you're violating that oath. And, while it's particularly galling that you'd stonewall public safety issues, the principle applies equally to ALL county issues. As commissioner I would never block a legitimate issue from discussion simply because I disagree with the proposal, or have had issues with the person making the request. The job of an elected official is to listen, discuss, and THEN make a decision, not exercise power to block discussion. As Commissioner I won't forget that. It's high time you remembered it as well.

Public Comment for Jefferson County Commission meeting August 18, 2022

I, David Tabb, a lifelong resident/taxpayer make the following comments:

PUBLIC COMMENT –

I, David Tabb, participated at the Jefferson County LEPC meeting on August 18, 2022. I did not see any elected county Commissioners in attendance.

There was a large group of about 18 individuals and some 9 agencies at this meeting. A wide range of topics regarding safety and response to major events of all types including planning and training were discussed.

I was received with open arms and appreciated, within my participation, with encouragement of more public participation with a decisive number of resources.

The Chair of the LEPC, Steve Allen, did not agree with the August 17, 2022, letter by John Nissel, County Administrator, with the integration of the E-911, Office of Homeland Security and the Emergency Management as a County Department to manage the JCESA. It also appeared that JCESA was not in favor of being a county department.

At the conclusion of the LEPC meeting, one individual made a statement to me, in associated with the ambulance issue, "...it appears that the JCC has created a problem where it never existed before."

This brings to mind, once again, that the Jefferson County Commissioners are pushing forward with their agenda by saying "do as I say," because "we" (JCC) are in control and nothing else matters.

At the last Jefferson County ARPA meeting, there was a disclaimer announced that these were only potential approvals that still needed blue prints, bids and County Commission approval. With that said where is the response to the six (6) FIOAs I submitted on August 4, 2022?

"The public reserves the right to call out the public officials to follow the required laws to ensure the constitutional rights of the public. The Governor has ordered the Government to be "open for business" and not deprived the public of notice and comments that would violate ethic provisions."

It is hard to be safe, with the current County Commission.

Have a nice day!

Jessica Carroll

From: WebmastervJCC <webmaster@jeffersoncountywv.org>
Sent: Monday, August 22, 2022 10:59 PM
To: JCCInfo
Subject: Jefferson County Commission, WV: Website Form Notification

A new entry to a form/survey has been submitted.

Form Name: County Commission Contact
Date & Time: 08/22/2022 10:59 PM
Response #: 2702
Submitter ID: 6870
IP address: 73.132.87.117
Time to complete: 9 min. , 36 sec.

Survey Details

Page 1

1. Name

Dena O'Neill

2. Email

denamommy3@aol.com

3. Questions or Concerns

I want to put forward a formal complaint about the Sheriff Department. I was at the fair this evening, and I saw that the Sheriff's Department was raffling an AR-15 rifle. Is this really what we need to be raffling at a Fair? It's actually embarrassing and appalling in light of everything going on in our country. There's no explanation that will be satisfactory to explain why this is okay. Please take more consideration in what is appropriate for a raffle.

4. Would you like to receive email notifications from Jefferson County?

Yes

Thank you,
Jefferson County Commission, WV

This is an automated message generated by Granicus. Please do not reply directly to this email.

Jessica Carroll

From: R.C. Horn <asi.rhorn@yahoo.com>
Sent: Wednesday, August 17, 2022 5:44 PM
To: Jessica Carroll
Subject: Public Comment for Jefferson County Commission Meeting for August 18 2022

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or on clicking links from unknown senders.

Please submit the following for Public Comment for the Jefferson County Commission Meeting for August 18, 2022.

Commissioners,

I have been in several discussions with Mr. Nissel, Ms Gordon and Mr Cochran about the need for a contractor/consultant to work through the EMS/Fire Transition. Our JCESA Leadership Team as well as JC Fire/EMS Leadership have been successful in the past with any licensure and compliance issues. We have performed to near perfection in the past. All the work has been completed (90%) for the transition as I myself started looking into what needed to be done a year ago. Licenses, policies, rule and law have been evaluated for compliance, so then there really is no need for such a consultant. Documentation, billing and other such items are in place at the flip of a switch. I have worked in Fire/EMS and Emergency Services for over 33 years, in several leadership roles, several college degrees including a Masters Degree and Fire Officer 3 and 4 which is evaluating the needs and compliance of Fire and EMS Systems. The contractor that Mr Nissel wants to hire has no fire suppression background, no knowledge of emergency management. This contractor has questionable business practices in the past and could greatly damage morale with employees of JCESA. The contractor is a for profit, contractor/business that is a part of WVU Medicine.

I was told by Ms Gordon that the contractor was needed to take the "heat" off me and the leadership of JCESA. I am very professional and versed in the workings of Fire and EMS especially at the state level with various accrediting agencies of the state. I am confident in my abilities, knowledge, and experience of the system to ensure a smooth transition takes place. I do have a vested interest in the success of this process, myself, aged parents and other family live in Jefferson County.

I would ask each of you to not support the hiring of an outside consultant to work through the transition. Leadership of JCESA can handle (and again has about 90%) completed already. We do not need someone to come in who is not familiar with Fire and EMS in this area to help.

I have conducted some more research with WVOEMS and WVOEMS Emergency Management Sub Committee (EMSAC) which I hold a seat on. HealthNet is not licensed or insured to conduct consulting/contractor services in WV or any other state. Clinton Burley, CEO of HealthNet, has worked with EMSAC with the Business Development Team, this is a service to West Virginia Agencies who are seeking guidance in some way for EMS issues. The Business Development Team of EMSAC is a free of charge to an agency who requests assistance. I spoke with the Chairman of EMSAC David Weller(304 671 8811), he advised that Mr Burley was working with Jefferson County, but it was not part of the Business Development Team Program. When the Business Development Team is contacted, they have insurance coverage through the WV Office of EMS. Mr. Burley acting outside of the Business Development Team does not have that coverage. HealthNet is listed in WVOEMS as a Aeromedical Service provided Helicopter Critical Scene Transports and Interfacility Transports from hospital to hospital. They have a ground transport side noted as HealthTeam, they provide interfacility transports and convalescent/non ambulatory transports back to long term care facilities or back to a patient's home. The services provided by HealthNet/HealthTeam compared to 911 response are not "apples to apples" to what is

needed for this process. They do have some similar processes but are two totally different ways of conducting business (like a plumber knows some electrical and a electrician know some about plumbing).

I did reach out to the West Virginia Ethics Commission yesterday; I received an answer this afternoon. I asked for advice, I did not file a formal complaint. The question I had was, Can the Director of WVOEMS Jody Ratliff recommend a vendor/consultant for EMS or related services to Nathan Cochran of Jefferson County (I did not use the names). The answer was yes, under WVEMSAC, Business Development Team, if there was compensation, that would be cause for question.

We have 10 employees who have worked for HealthNet, including myself, 8 have left completely (2 are still there part-time) because we do not want to be a part of that organization and their business practices. This could be a major hit for recruiting and retention for this county. There is already difficulty in hiring staff as it is without anymore hurdles to deal with. JCESA did conduct some certification training for their staff without issue, however several years ago when they were requested to conduct two classes for JCESA (a nurse had to teach them), they cancelled 20 minutes prior to class, and did not show up at all for the second class. They used to show up for our monthly RSI (Rapid Sequence Intubation) Trainings (first Monday of every month) and stopped showing up for those over a year ago.

Most of the current issues could have been resolved in past meetings or special sessions. If you would allow myself and the leadership team from JCESA present during that line item of the agenda during the commission meeting, we could answer any questions or concerns that may arise. There are a lot of people trying address issues that are not familiar with terminology/jargon of fire and EMS systems, this causes more confusion and more work, mending relationships and addressing conflicting information.

I still don't think EMS/Fire needs any type of consultant for the transition. As I have mentioned about 90% of the work is done and the other 10% is a modification of existing documents which are set up and ready to go. I feel its only fair, If identify a problem, you should have a resolution or idea on how to fix it. If we really need to have a consultant there is a firm from Mechanicsburg, PA that has worked with WV Agencies in the past. They have a background in Fire, EMS and Emergency Management: Paige, Wolfberg and Wirth LLC, pwwemslaw.com

I have worked with Steve Wirth in the past with training and some legal issues and the firm was very knowledgeable and helpful. They have the background and experience in the matters that we are facing and are EMS/Fire Providers as well as being legal counsel. This would also give you a second service or "bid". Page, Wolfberg and Wirth also have no conflict of interest, as they do not operate any type of ambulance or fire service. They are also much closer than Charleston.

I hope this explains a little bit more and gives you some more insight.

Thank you for your attention and consideration on this matter.

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