

AGENDA
JEFFERSON COUNTY COMMISSION
FOURTH QUARTERLY SESSION - OCTOBER - DECEMBER 2022
THURSDAY, DECEMBER 15, 2022
6:00P.M.
County Commission Meeting Room
Located at the Old Charles Town Library
200 E Washington Street, Charles Town, WV

CALL TO ORDER

PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

- December 1, 2022 Regular Meeting
- December 5, 2022 Special Session

APPROVAL OF REQUISITIONS

- December 15, 2022

APPROVAL OF ACCOUNTS PAYABLE

- December 8, 2022
- December 15, 2022

APPROVAL OF MANUAL CHECKS

- December 9, 2022
- December 16, 2022

APPROVAL OF PAYROLL

- December 9, 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. 6:05p.m. Angie Banks, Assessor
 - Exonerations/ Apportionments

2. 6:10 p.m. Tom Hansen, Sheriff
 - Holiday Hours
 - Vacation Hours
 - New Hire

3. 6:20 p.m. Dennis Jarvis, Director, Jefferson County Development Authority
 - Request to give Agriculture Coordinator a 2% raise following the probationary period
4. 6:30 p.m. Elizabeth Wheeler, Director, Jefferson County Farmland Protection Board
 - Approval of purchase of one Agricultural Conservation Easement
5. 6:40p.m. Jeffrey Polczynski, Director, Jefferson County Emergency Communications
 - Priority Dispatch EPD and EFD software project
6. 6:50 p.m. Russell Burgess, Director, Jefferson County Department of IT & GIS
 - Cyber Security Incident/Response/Discussion and purchase of additional Cyber Security Tools to protect county networks
7. 7:10 p.m. Roger Goodwin, Chief County Engineer, Jefferson County Department of Engineering, Planning and Zoning
 - Partial Construction Bond Release for Townhomes Rental LLC - Rocky Ridge Subdivision, Phase I Lots 1-6, 61-132, Commercial Lot A & Residue (Future Phases I and III) File #19-7-SD
 - Complete Bond Release request for Sleepy Hollow Telecommunication Tower (PC File #22-1-SP)
8. 7:20 p.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. Report by counsel on opioid case. (Jefferson County Commission v. Purdue Pharmaceutical, et al. US District Court, Northern District of West Virginia, Civil Action #1:17-0P 45170).

NEW BUSINESS

9. Review Charles Town Utility Board Article 147 and consider nominations(s) for appointment of Director.
10. Discussion and Approval of Payment for Overdue Invoices

COUNTY ADMINISTRATOR REPORTS

COUNTY COMMISSION REPORTS

11. ADJOURN

CORRESPONDENCE/INFORMATION

Notice of Intent to Appoint to the Jefferson County Board of Zoning Appeals

Public Comment received from David Tabb during the December 1, 2022 regular County Commission meeting.

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, December 01, 2022

A meeting of the Jefferson County Commission was held on Thursday, December 01, 2022 during the third quarterly session at 9:30 a.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, Cindy Rezmer, Deputy County Administrator, Jackie Shadle, County Clerk and Sorayda Pitts, Administrative Assistant (The archived meeting of the Thursday, November 03, 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 October 19, 2022 ARPA Meeting Minutes as presented. Motion seconded and unanimously approved.

Motion by Mr. Hudson to approve the November 14, 2022 General Election Canvas Minutes as presented. Motion seconded and unanimously approved.

Motion by Mr. Hudson to approve the November 17, 2022 Regular Meeting Minutes as presented. Motion seconded and unanimously approved.

Motion by Mr. Hudson to approve the November 22, 2022 Special Session Meeting Minutes as presented. Motion seconded and unanimously approved.

APPROVAL OF PAYROLL

Motion by Mr. Hudson to approve the Poll-Worker Payroll for November 17, 2022 in the amount of \$48,857.12 Motion seconded and unanimously approved.

Motion by Mr. Hudson to approve the Payroll for November 25, 2022 in the amount of \$291,646.09 Motion seconded and unanimously approved.

APPROVAL OF REQUISITIONS

Motion by Mr. Hudson to approve the Requisitions for December 01, 2022 in the amount of \$244,809.86.
Motion seconded and unanimously approved.

APPROVAL OF ACCOUNTS PAYABLE

CHECK#	VENDOR NAME	AMOUNT
87176	ADAM WARD	\$ 162.00
87177	BUREAU OF CHILD SUPPORT	\$ 373.39
87178	COMPTROLLER OF MARYLAND	\$ 555.82
87179	DARYLL WIMER	\$ 11.95
87180	DAVID BOOBER	\$ 602.80
87181	DAVID WAMPLER	\$ 23.83
87182	DONNA MASON	\$ 315.00
87183	DUANE DUNN	\$ 315.00
87184	EFTPS IRS TAXES	\$ 101,367.42
87185	EMPOWER RETIREMENT	\$ 6,021.09
87186	EQUIPMENT SPECIALISTS	\$ 7,505.00
87187	ETHAN NORTHCRAFT	\$ 15.87
87188	FASTSIGNS	\$ 148.25
87189	FEDEX	\$ 85.67
87190	GREG JONES	\$ 162.00
87191	GUTTMAN OIL CO	\$ 3,547.46
87192	HIRERIGHT	\$ 21.25
87193	JACQUELINE SHADLE	\$ 112.00
87194	JEFFERSON SECURITY BANK	\$ 4,550.00
87195	JOHN P JONES	\$ 22.87
87196	JUSTTECH LLC	\$ 168.80
87197	MADDY STEPHENSON	\$ 315.00
87198	MARION A HAZEL	\$ 415.46
87199	MARY K THOMPSON	\$ 3,250.00
87200	MATTHEW BENDER	\$ 737.89
87201	MILLENIUM INSURANCE GROUP	\$ 900.00
87202	MORGAN NICK	\$ 162.00
87203	NATHAN COCHRAN	\$ 162.00
87204	NATIONWIDE RETIREMENT SOLUTIONS	\$ 834.00
87205	RONALD DANTZIC	\$ 54.22
87206	SEN COMMUNICATIONS LLC	\$ 170.90
87207	SH ENTEL	\$ 1,805.00
87208	SOFTWARE SYSTEMS INC	\$ 1,192.02
87209	STATE TAX DEPARTMENT	\$ 150.00
87210	STEPHEN V GROH	\$ 162.00
87211	TEK ADVISORS LLC	\$ 4,200.00
87212	WENDY SCHUTZ	\$ 315.00

87213		WW DEPUTY SHERIFF RETIREMENT SYSTEM	\$ 18,424.13
87214		WW EMERGENCY MEDICAL SERVICES RETIREMENT SYSTEM	\$ 352.95
87215		WW PUBLIC EMPLOYEE RETIREMENT SYSTEM	\$ 45,889.60
87216		WW STATE TAX DEPARTMENT	\$ 35,172.82
87217		XEROX CORPORATION	\$ 2,319.38
87218	FG/009	SHERIFF OF JEFFERSON CO	\$ 4,334.86
87219	BS/011	SHERIFF OF JEFFERSON CO	\$ 8,194.94
87220	AM/053	SHERIFF OF JEFFERSON CO	\$ 1,618.11
TOTAL			\$ 257,219.75

- **Motion by Mr. Hudson to approve the Accounts Payable for November 23, 2022 in the amount of \$257,219.75. Motion seconded and unanimously approved.**

CHECK#		VENDOR NAME	AMOUNT
87221		AHA-ARTS & HUMANITIES ALLIANCE	\$ 1,253.77
87222		CARLOS FONSECA	\$ 116.02
87223		DELTA DENTAL OF WV	\$ 6,080.38
87224		DOING BETTER BUSINES	\$ 825.84
87225		DR. ROBERT E. JONES III ¹	\$ 1,000.00
87226		FEDEX	\$ 54.08
87227		GUTTMAN OIL CO	\$ 4,355.87
87228		HIGHMARKWV	\$ 186,729.59
87229		JEFFERSON COUNTY HISTORIC LANDMARKS COMMISSION	\$ 1,856.52
87230		JEFFERSON CO CONVENTION AND VISITORS BUREAU	\$ 31,344.30
87231		JEFF CO PARKS & RECREATION COMMISSION	\$ 28,234.00
87232		JENNIFER KROUSE	\$ 55.11
87233		JENNIFER KROUSE	\$ 486.02
87234		JENNIFER KROUSE	\$ 112.00
87235		LANGUAGE LINE SERVICES	\$ 176.15
87236		NATIONAL VISION ADMIN.	\$ 1,679.67
87237		OLD CHARLES TOWN LIBRARY	\$ 1,500.00
87238		SPIRIT OF JEFFERSON	\$ 65.46
87239		WILLIAM WILHELM	\$ 3,250.00
87240	AM/053	PANHANDLE PRINTING & DESIGNED	\$ 6,429.15
TOTAL			\$ 275,603.93

- **Motion by Mr. Hudson to approve the Accounts Payable for December 01, 2022 in the amount of \$275,603.93. Motion seconded and unanimously approved.**

APPROVAL OF MANUAL CHECKS

OTHER FUNDS				
Check#	Fund	VENDOR		Amount
319	DK/03	SHERIFF OF JEFFERSON CO		\$ 234.70
824	HD/8	SHERIFF OF JEFFERSON CO		\$ 1,277.32
1023	AV/56	J.D POWER		\$ 3,300.00
1024	AV/56	MILLER'S SUPPLIES		\$ 2,113.79
1025	AV/56	PRINT-O-ST AT		\$ 190.00
1026	AV/56	SEGRA		\$ 616.00
137	AR/207	SHERIFF OF JEFFERSON CO		\$ 5,669.57
138	AR/207	EMERGENCY VEH SPEC		\$ 4,747.57
1796	CO/246	INSIGHT PUBLIC SECTOR		\$ 780.28
TOTAL				\$18,929.23

- Motion by Mr. Hudson to approve the Manual Checks for November 25, 2022 in the amount of \$18,929.23. Motion seconded and unanimously approved.

2-Dec-22

OTHER FUNDS				
Check#	Fund	VENDOR		Amount
563	CS/002	EASTRIDGE HEALTH SYSTEM		\$ 2,200.00
131	IP/249	JEFFERSON CO BOARD OF EDUCATION		\$ 469,250.00
TOTAL				\$ 471,450.00

- Motion by Mr. Hudson to approve the Manual Checks for December 02, 2022 in the amount of \$471,450.00 Motion seconded and unanimously approved.

PUBLIC COMMENT: Ed Hannon & David Tabb

PRESENTATIONS

1. Jeff Polczynski-Director-Jefferson County Emergency Communications- Requested
 - a- Re-Appointment of full-time Public Safety Dispatcher (trainee)
 - **Motion by Mr. Stolipher to approve the re-appointment of Dominick Vaillancourt as a Public Safety Dispatcher (Trainee) at the hourly rate of \$22.2822 (\$46,347/year) with the signing bonus of \$2,000 and the post training salary increase once full training has been completed. Start date of January 23, 2023. Motion seconded and unanimously approved.**
 - b- Re-appointment of Chief Christopher Kutcher and Lt. Rob Sell to the E91 Advisory Board
 - **Motion by Mr. Stolipher to approve the re-appointment of Chief Christopher Kutcher and Lt. Rob Sell to the E91 Advisory Board with their term expiring on 09/01/2025. Motion seconded and unanimously approved.**
 - c- Recognition of Dispatcher Staci Hovermale
2. Tom Hansen-Sheriffs Office- Requested the approval for
 - a. Corporal Promotion
 - **Move to December 15th meeting.**
 - b. Vacation Hours
 - **Motion by Mr. Stolipher to get legal counsel and discuss at the December 15th meeting for further action and to include a Financial Impact Analysis. Motion seconded and unanimously approved.**
 - c. Travel and Training Budget
 - **Informational, No Motion required**
3. Laura Kuhn- Director- Fleet & Facilities Management- Requested approval of purchase of a FaxFinder 4-Channel Fax Server
 - **Motion by Mrs. Tabb to approve the purchase of a FaxFinder 4-Channel Fax Server in the amount of \$10,364. Motion seconded and unanimously approved**

4. Lynn Fields-Probate Office-

- **Motion by Mr. Hudson to convene as a Fiduciary Review Board. Motion seconded and unanimously approved.**

a. Requested the certification of Appointment on the estate of Karine Erlebach, deceased, as Executrix Limited to the German estate. (12/6- emailed Lynn D. to confirm wording was correct)

- **Motion by Mr. Stolipher to certify the appointment on the estate of Karine Erlebach, deceased, as Executrix Limited to the German Estate Motion seconded and unanimously approved.**

b. Requested approval from the Commission to approve the copy of the will of Raymond Virgil Utterback, deceased, to be probated

- **Motion by Mr. Stolipher to move to have Commission President to sign and accept the copy of the will of Raymond Virgil Utterback, deceased, to be probated. Motion seconded and unanimously approved.**
- **Motion by Mr. Hudson to adjourn as a Fiduciary Review Board and reconvene in regular session. Motion seconded and unanimously approved.**

5. Russell Burgess- Director- Information Technology/ GIS Addressing- Requested the following:

a- Review and approval of Revisions to the E911 Addressing Ordinance.

- **Motion by Mr. Stolipher to approve the revisions to the E911 Addressing Ordinance as noted in the document presented, effective December 01, 2022. Motion seconded and unanimously approved.**

b- Funding for the County Ambulances Equipment Required for Operations

- **Motion by Mr. Stolipher to approve the funding for the County Ambulances Equipment Required for Operations in the amount of \$209,000.99 from the ARPA fund and put into the IT Department. Motion seconded and unanimously approved.**

6. Roger Goodwin- Chief County Engineer-

a- Requested release of Tolling of Bonding Agreement for Quail Ridge Subdivision, Section II, Phase III (Jefferson County Planning Commission File No. 05-55)

- **Motion by Mr. Stolipher to approve the release of the Agreement Regarding**

Bonding Obligations and Declarations of Covenants, Conditions and Restrictions, recorded in Deed Book 1142, page 483, for the Quail Ridge Subdivision, Section II, Phase III, (Jefferson County Planning Commission File No. 05-55), as presented; and to record the release in the office of the County Clerk. Motion seconded and unanimously approved.

b- Requested release of Tolling of Bonding Agreement for Thorn Hill Subdivision (Jefferson County Planning Commission File No. 02-17).

- **Motion by Mr. Stolipher to approve the release of the Agreement Regarding Bonding Obligations and Declarations of Covenants, Conditions and Restrictions, recorded in Deed Book 1091 page 459, Deed Book 1151, Page 363 and Deed Book 1201, Page 459, for the Thorn Hill Subdivision, Section II, Phase III, (Jefferson County Planning Commission File No. 02-17), as presented; and to record the release in the office of the County Clerk. Motion seconded and unanimously approved.**

c- Requested release of Performance Bond No.019078845 with Liberty Mutual Insurance Company, Boston, MA, bond security for Sheetz, Inc- Sheetz Store #160 (File #20-10-SP).

- **Motion by Mr. Stolipher to approve the complete release of Performance Bond No.019078845 with Liberty Mutual Insurance Company, Boston, MA, in the amount of \$2,691,620.00 construction amount for Sheetz, Inc #160 (Files #20-10-SP). Motion seconded and unanimously approved.**

d- Requested release of Performance Bond No.LICX1 195988 with Lexon Insurance Company, Mt Juliet, TN construction bond security for D.R Horton, Inc.- Magnolia Springs Subdivision, Phase I (File #18-05-SD)

- **Motion by Mr. Stolipher to approve the partial release of Performance Bond No.LICX1195988 with Lexon Insurance Company, Mt Juliet, TN in the amount of \$2,818,368.00 bond amount for D.R Horton, Inc.- Magnolia Springs Subdivision, Phase I (File #18-05-SD). Motion seconded and unanimously approved.**

7. Bob Burner-Director- Jefferson County Emergency Service Agency-

a- EMS Transition Monthly Update.

b- Requested approval of reimbursement in the amount of \$12,745.09 for labor cost of the EMS Transition project through Oct. 31, 2022

- **Motion by Mr. Stolipher to approve the reimbursement in the amount of \$12,745.09 to JCESA for the cost of labor expended on the EMS Transition project through October 31, 2022 to be funded by ARPA fund: EMS System allocation. Motion seconded and unanimously approved.**

c- Requested funding for EMS supply & assets management system-in the amount of \$35,801.

- **Motion by Mr. Stolipher to approve the funding and purchase of the EMS Supply & Assets Management system in the amount of \$35,801.00 to be funded by ARPA fund; EMS System allocation. Motion seconded and unanimously approved.**

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, Jefferson County Circuit Court Civil Action No. 2022-C-103 and WV Supreme Court No.'s 21-0727, 21-0728, and 21- 0731.

b- Report by counsel on opioid case and consideration of recent developments in the case (Jefferson County Commission v. Purdue Pharmaceutical, et al. US District Court, Northern District of West Virginia, Civil Action #1 :17-OP-45170) and related matters.

- **Motion by Mr. Stolipher to enter into Executive Session to receive legal advice and updates on item Sa and a Personnel matter as requested by the County Administrator. Motion seconded and unanimously approved.**

**Please note Commissioner Stolipher recused himself from the discussion of item Ba*

- **Motion by Mr. Hudson to come out of Executive Session and reconvene in regular session. Motion seconded and unanimously approved.**

NEW BUSINESS

10- Acknowledgment of Completion of "Assessor's Additional Duties," as delineated in WV Code 7-7-6a Schedule

- **Motion by Mrs. Mrs. Tabb to acknowledge the substantial completion of the Assessor's Additional Duties as outline in WV Code 7-76a and approve the additional compensation of \$15,000 as provided in WV Code 7-7-6a. Motion seconded and unanimously approved.**

COUNTY ADMINISTRATOR REPORTS

- Selection of Audit Firm for FY23 Financial Statement Audit

Motion by Mr. Stolipher to approve the selection of BHM CPA Group Inc. as the Audit Firm for FY23. Motion seconded and unanimously approved.

- Personnel Action

This item was discuss in Executive Session. It was the consensus of the Commission to hold a special session on Monday Dec. 5th at 9:30am to discuss the position of Finance Director.

ADJOURN

The Commission adjourned at 12:00pm on a motion by Mr. Hudson. Motion was seconded and unanimously approved.

Caleb Hudson, PRESIDENT

Respectfully submitted
Sorayda Pitts
Administrative Assistant

SPECIAL SESSION

State of West Virginia, County of Jefferson, to-wit:

At a Special Session of the County Commission of said County and State continued and held at 100 E. Washington St., Charles Town WV and virtually via GoToWebinar on December 05, 2022, beginning at 09:30 o'clock a.m.

PRESENT: Caleb Hudson, President
Clare Ath, Commissioner
Tricia Jackson, Commissioner
Jane Tabb, Commissioner
John Nissel, County Administrator
Cindy Rezmer, Deputy County Administrator
Sorayda Pitts, Administrative Assistant

**Commissioner Stolipher was absent with notice.

In re: Special Session:

The Meeting was called to order at 09:30 am by President Hudson.

1. Requested hiring of new Finance Director.
 - **Motion by Mrs. Tabb to hire Krista Davis as the Finance Director with a starting salary of \$95,000 with a start date of December 7, 2022. Motion passed with a 3-1 vote with Commissioner Jackson opposing.**

There being no further business, the meeting adjourned at 09:34am.

Caleb Hudson, PRESIDENT

Respectfully submitted
Sorayda Pitts
Administrative Assistant

REQUISITIONS TO BE APPROVED

December 15, 2022

DEPARTMENT	Requisition No.	AMOUNT	VENDOR	DESCRIPTION
COUNTY COMMISSION	23047	\$ 25,537.82	JCESA	September/October Expenses
IT/GIS	23050	\$ 7,669.71	Insight	Data Center Refresh - Bardane Campus
COUNTY CLERK	23051	\$ 20,360.00	Compiled Technologies	Yearly Software Support/Maint.
	23053	\$ 6,608.50	Casto & Harris	2022 General Election Ballot
FLEET & FACILITIES	23052	\$ 6,150.00	MITEL	Telephone Desksets & Headsets
GRAND TOTAL		\$ 66,326.03		

DESCRIPTION	FUNDOOI CO.		TOTAL
Gross Wages	\$454,864.94		\$454,864.94
6.2% Tax Payable OASDI	\$27,129.11		\$27,129.11
1.45% Tax Payable HI	\$6,344.74		\$6,344.74
Fed Withholding	\$42,193.85		\$42,193.85
WV State Withholding	\$19,485.47		\$19,485.47
VA State Tax	\$376.93		\$376.93
MO State Tax	\$629.85		\$629.85
PERS Retirement Deduct 4.5%	\$9,711.20		\$9,711.20
PERS Retirement Deduct 6%	\$7,512.50		\$7,512.50
DSRS Retirement Deduct 8.5%	\$7,451.09		\$7,451.09
EMS Retirement Deduct 9%	\$121.22		\$121.22
Hosp. Pre-Taxed	\$15,197.00		\$15,197.00
D/VF	\$1,714.85		\$1,714.85
AFLAC Pre-Taxed	\$388.07		\$388.07
AFLAC Post-Taxed	\$818.92		\$818.92
Optional life Post-Taxed	\$1,836.07		\$1,836.07
Wage Attach #1	\$373.39		\$373.39
Wage Attach #2	\$150.00		\$150.00
Wage Attach #3	\$166.49		\$166.49
457 - Nationwide	\$834.00		\$834.00
4571 - Empower	\$4,861.49		\$4,861.49
457R- Roth	\$1,245.00		\$1,245.00
Christmas Club	\$4,510.00		\$4,510.00
Colonial(Plus)	\$47.84		\$47.84
Uniforms			\$0.00
Total Deductions	\$153,099.08	\$0.00	\$153,099.08
Net Wages Total	\$301,765.86	\$0.00	\$301,765.86
Payroll Date	December 9, 2022		

AGENDA REQUEST FORM
www.iefersoncountywv.org



Name: Angela Banks, Assessor

Department or Organization: **Jefferson County Assessor's Office**

Estimation of amount of time needed for appointment:

Date Requested - 1st Choice: **December 15 , 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 Exonerations and/or Apportionments**

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

AGENDA REQUEST FORM
www.iejfersoncountywv.org



Name: Tom Hansen

Department or Organization: **Sheriff's Office**

Estimation of amount of time needed for appointment: 15 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*): Holiday Hours
Vacation Hours
New Hire

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

Discuss/Possible Action of how and when Holiday Hours are paid and to whom

We would like to request an increase to 300 hours for the maximum accruals for all Deputies, the temporary suspension of having to be at or below their maximum accrual by the end of the year, and/or the ability to pay them out for any leave over their maximum as we are facing having to deny leave and pay excessive amounts of overtime to meet minimum staffing requirements.
Discuss/Possible Action

Request approval to rehire Dale Gottschalk as a Trip Guard. This is a part-time as needed position.

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 hire of Dale Gottschalk as a part-time trip guard at the hourly rate of \$15.00/hour.

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.iejffersoncountywv.org



Name: **Dennis Jarvis, II**

Department or Organization: **Jefferson County Development Authority**

Estimation of amount of time needed for appointment: **10 Minutes**

Date Requested - 1st Choice: **December 15, 2022**

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

Date Requested - 2nd Choice:

Subject (Wording to be placed on agenda): **The JCDA requests to give the agriculture coordinator (Ryan Snyder) a 2% raise following the probationary period.**

Please provide the County Commission with a description of your request or presentation, including any background information:
The JCDA is requesting assistance to give the agriculture coordinator a 2% raise following the probationary period. The agriculture coordinator was hired July 1, 2022 and the probationary period has since been completed.

Is this a funding request? Y/N No
If so, how much? 2% or \$ 790.00
Provide exact financial impact/request:

Recommended motion (Please type out the wording of the motion that you would like the Commission to approve): **Move to authorize the approval of a 2% raise for the agricultural coordinator.**

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: **Dennis Jarvis, II**
Email address: **djarvis@jcda.net**

Phone Number: **Ext 3102 or 304-728-3255**

FOR COMMISSION STAFF USE ONLY- FINANCIAL IMPACT/RECOMMENDATION

not applicable

149AGENDA REQUEST FORM

www.ieffersoncountywv.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: December 15, 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 (2021-03) 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. The 2021-03 easement is for 45.03 acres with a cost to the Board of \$200,000. The landowners have donated \$97,000 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 Conrad Lotze and Kristina Maciunas. (Property 2021-03).

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, I** Internet/Wi Fi **Y, I** Telephone for conference call **Y, I**

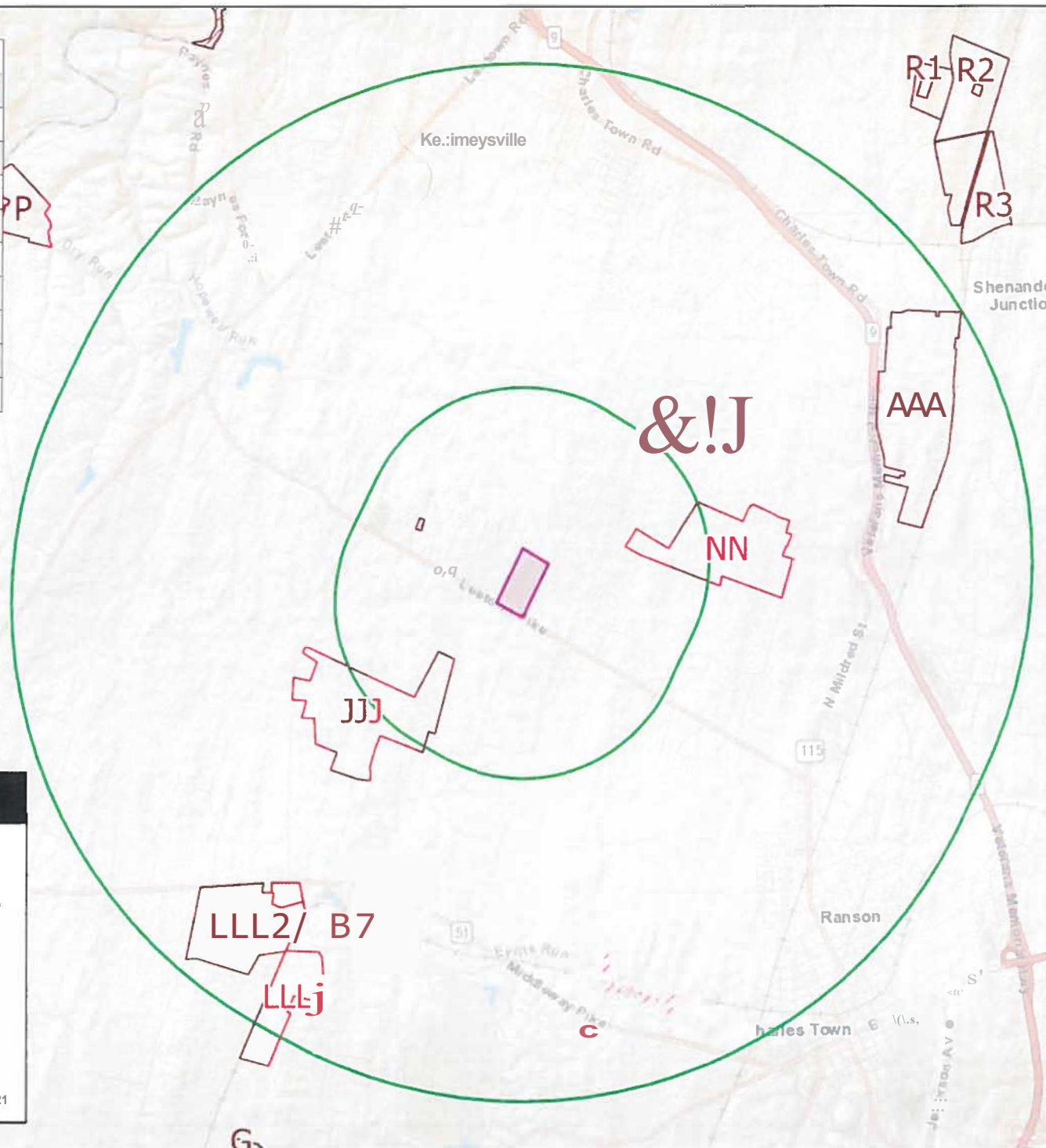
Contact information:

Email address: farmlandprotection@jcda.net

Phone Number: 304-724-1414

FOR COMMISSION STAFF USE ONLY - FINANCIAL IMPACT/RECOMMENDATION

Buffer Zone I.D	Property	Acres
1	JJJ Ware	279.92
1	NN Stehr	219.152
3	AAA Gap View Farm	315
3	JJJ Ware	279.92
3	L Washington_Harewood	219.3897
3	NN Stehr	219.152
3	LLL2 Magaha	175.827
3	LLL3 Magaha	104.772
3	W Nicewarner	76.564
3	LLL1 Magaha	14.54



Easement Proximity Map: Lotze, Conrad

0 0.5 1 2 Miles



- JCFPB Easements
- Other Protected Lands
- Proposed Easement
- One and Three Mile Easement Buffer



Date scaled 7/13/2021

DEED OF CONSERVATION EASEMENT

This **DEED OF CONSERVATION EASEMENT** ("this Conservation Easement") is made this ____ day of _____, 2022, by **CONRAD D. LOTZE** and **KRISTINA A. MACIUNAS**, whose address is 2237 Old Leetown Pike, Keameysville, WV 25430, ("Grantors"), to the **JEFFERSON COUNTY FARMLAND PROTECTION BOARD** ("Grantee" or "JCFPB") whose address is PO Box 731, Charles Town, WV 25414. For purposes of this Conservation Easement, references to the rights, duties and obligations of Grantors and Grantee apply equally and in full force to any successors to the parties to this agreement.

WITNESSETH:

WHEREAS, Grantors are the sole owners in fee simple of certain real property in Jefferson County, West Virginia, consisting of 44.986 acres, more or less, described in a deed of record in the office of the Clerk of the County Commission of Jefferson County, West Virginia, in Deed Book 1059, at Page 405; and more particularly described by metes and bounds in Exhibits A-1, incorporated herein by reference (the "Protected Property") and which is shown on that certain plat titled "Conservation Easement to the Jefferson County Farmland Protection Board" recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia (the "Clerk's Office" in _____ and incorporated herein by the reference (the Farmland Protection Plat");

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

WHEREAS, Grantee has provided \$200,000.00 to purchase a farmland conservation easement on 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 offices of Grantee and incorporated by reference ("Baseline Documentation Report"), 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 the creation of this easement and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this Conservation Easement;

WHEREAS, Grantors and Grantee have the exclusive common purpose of preserving the agriculture and open space character of the Protected Property;

WHEREAS, Grantors further intend, as owners 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 the importance and significant public benefit of conservation and preservation

DEED OF CONSERVATION EASEMENT

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. The legislature has authorized the state of West Virginia and its counties so desiring to protect agricultural land and woodland as open-space land, to develop programs and to accept qualifying properties voluntarily entered into the program;

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 JCFPB 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 Conservation Easement represents a unique and valuable asset to the quality of life in Jefferson County and the state of West Virginia and that by the acceptance of this Conservation Easement that it will act in good faith to uphold the conservation easement and not seek to benefit from its conversion or elimination. It agrees by accepting this grant to honor the intentions of Grantors 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.

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, Grantors hereby voluntarily grant, bargain, and convey to Grantee a conservation easement in perpetuity over the Protected Property of the nature and character and to the extent hereinafter set forth in this Conservation Easement. It is the purpose of this Conservation Easement to assure that the Protected Property will be retained forever in its natural, agricultural, and open space condition 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 qualifying prime, unique, statewide and locally important soils.

To achieve these objectives, the terms, conditions, and restrictions of this Conservation Easement are hereinafter set forth.

DEED OF CONSERVATION EASEMENT

I. TERMS, CONDITIONS AND RESTRICTIONS

Grantors reserve to themselves, and to their personal representatives, heirs, successors, and assigns, all rights accruing from their 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 Conservation Easement. The following terms, conditions and restrictions clarify and govern the intent of Grantors and Grantee:

1. **Use and Quiet Enjoyment.** Grantors have the right to reside on the Protected Property and to benefit from all aspects of the quiet enjoyment of the Protected Property. Grantors have 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, hunting and fishing, that require no development of the land and are consistent with the Conservation Values.

2. **Agricultural Uses of the Land.** Grantors may engage in any and all agricultural uses of the Protected Property. For example, 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 are permitted. Any secondary agricultural activity, including, but not limited to, farm mechanics, blacksmithing, or related activities, shall be considered an agricultural activity. However, such activities or businesses must be undertaken in the permitted agricultural or residential structures and must be consistent with the Conservation Values.

3. **Agricultural Structures.** Grantors have 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 (hereinafter "Agricultural Structures"). Agricultural Structures shall be limited by the maximum square footage as described in Paragraph I.10 (Maximum Impervious Surface Coverage).

4. **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.

DEED OF CONSERVATION EASEMENT

5. 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 hereunder, or the Existing Residential Dwellings (hereinafter defined). No other structures are permitted on the Protected Property except for appurtenances allowable under Paragraph I.7 (Existing Residential Dwellings).
- (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 limited by the maximum square feet as described in Paragraph I.10 (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.
- (e) 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.
- (t) 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.

6. Home-based Businesses. Any home-based business that does not require a Division of Environmental Protection permit to operate may be conducted on the Protected Property, provided that:

- (a) The occupation or business use must be conducted entirely within the Existing Residential Dwellings or appurtenances allowable under Paragraph I.7 (Existing Residential Dwellings).
- (b) The use of the dwellings for the home occupation shall be clearly incidental and subordinate to the use of the Existing Residential Dwellings for residential purposes.

7. Existing Residential Dwellings. The Grantors and Grantee acknowledge the existence of two (2) residential dwellings (each an "Existing Residential Dwelling")

DEED OF CONSERVATION EASEMENT

currently existing on the Protected Property, as shown on the aforementioned Farmland Protection Plat. No additional residential dwelling shall be constructed or placed on the Protected Property.

- (a) The Existing Residential Dwellings shall be contained in a building envelope ("Residential Area") no greater than two (2) acres total area as shown as shown on the aforementioned Farmland Protection Plat.
- (b) Grantors have the right to maintain, repair, enlarge or replace each Existing Residential Dwelling as they may so desire, except that the impervious surface of the principal Existing Residential Dwelling is limited to 5,000 square feet.
- (c) Grantors have the right to construct appurtenances such as garages, sheds and recreational facilities within the Residential Area, except that the total allowed impervious surface within the Residential Area, including both Existing Residential Dwellings, shall not exceed 9,000 square feet.
- (d) Each Existing Residential Dwelling may house one or more families or occupants but shall not be converted to a multi-family dwelling.
- (e) Grantors and Grantee acknowledge that two septic drain fields are located in the easement area adjacent to the residential parcel. Grantors reserve the right to conduct activities within the easement area to maintain, repair or replace the drain field as presently located.

8. Transfer of Development Rights. All other development rights not specifically reserved under this Conservation 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 the existing residential building on the Protected Property.

9. Subdivision. It is the intention of Granters to protect the open space values of the Protected Property. Accordingly, subdivision of land is prohibited. Granters acknowledge and agree that the designation of the Residential Area as shown on the aforementioned Farmland Protection Plat does not constitute a subdivision of land and the Residential Area may not be conveyed separately from the remainder of the Protected Property.

DEED OF CONSERVATION EASEMENT

10. 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 which covers land and inhibits the percolation of storm water directly into the soil, including, but not limited to, buildings, roofs, the area covered by permanent or nonpermanent structures, macadam and pavement, gravel and stone driveways and parking areas.
- (b) See Paragraph 1.7 (Existing Residential Dwellings), subparagraphs (b) and (c) for residential impervious surface limits.
- (c) 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, shall not exceed 39,192 square feet, which is less than 2% of the total area covered by this Conservation Easement.

11. Removal of Natural Resources. Ditching, draining, diking, filling, excavating, removal of topsoil or sand, gravel or rock on the Protected Property is prohibited, except when such activities are conducted in order to carry out activities permitted under this Conservation Easement, are in accordance with a conservation plan, do not exceed one (1) acre in total area and are restored within a reasonable time period. The exploration, development, mining or extraction of minerals, oil, gas or any other hydrocarbon substance from the surface of the Protected Property is prohibited.

12. Management of Woodland Resources. If the Protected Property has contiguous forest that exceeds the greater of 40 acres or 20 percent of the easement area, Grantor shall have a Forest Management Plan prepared for the Protected Property. The use of timber and woodland products of not more than one percent (1 %) in any two-year period on site is permitted without a Forest Management Plan and will not require acceptance by the Grantee.

A Forest Management Plan shall not be required for the following permitted non-commercial activities and do not require prior approval of the Grantee:

- (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 Grantors;
- (c) cutting of trees for the construction or maintenance of permitted structures or landscaping within the Residential Area or for access otherwise permitted in this Conservation Easement;
- (d) removal of trees for the maintenance or the improvement to existing pastures or fence lines;
- (e) removal of invasive species both plant and insect.

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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 Conservation 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 Conservation Easement prepared and signed by a licensed professional forester. The Grantee will approve the plan to ensure it is consistent with the agricultural conservation value of the easement. Said plan must have been prepared not more than 10 years prior to the date any harvesting is expected to commence.

13. Other Construction. Except as specifically under Paragraph I.7 (Existing Residential Dwellings), 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 Protected Property. Existing roads as identified in the Baseline Documentation Report may be maintained and repaired in their current state. New roads may be constructed only if they are necessary for agricultural operations. Paved roads are subject to the impervious surface limitations referenced above.

14. Fences. Existing fences may be repaired and replaced, and new fences may be built on the Protected Property as necessary for agricultural operations on the Protected Property, including customary management of livestock and to delineate the boundary of the Protected Property.

15. Signs. Except for no trespassing signs, for-sale signs, signs identifying this Conservation 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.

16. 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 a conservation plan.

17. Utilities. Granters 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 and 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. Granters may install utilities necessary for the permitted residential and agricultural structures.

18. 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 which would be detrimental to water purity, or which could alter natural

DEED OF CONSERVATION EASEMENT

water level and/or flow in or over the Protected Property. Nothing in this paragraph shall prohibit the creation or dredging of farm ponds and allow 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, and soil and water conservation on the Protected Property shall be considered an agricultural use. Expansion and construction of ponds and structures shall be in accordance with the conservation plan. Farm ponds shall not exceed two (2) acres in area.

II. GENERAL PROVISIONS

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

2. **Rights of the Grantee.** To accomplish the purpose of this Conservation Easement the following rights are conveyed to Grantee or its agent by this Conservation 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 Grantors' compliance with and otherwise enforce the terms of this Conservation Easement; provided that such entry shall be upon prior reasonable notice to Grantors, and Grantee shall not unreasonably interfere with Grantors' 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 Conservation Easement and to require the restoration of such areas or features of the Protected Property that may be damaged by any inconsistent activity or use, pursuant to Paragraph 11.4 (Grantee's Remedies).

3. **Grantee Notification/Approval.** Grantors reserve for themselves the right to engage in any and all activities not expressly prohibited herein and not inconsistent with the purpose of this Conservation Easement without seeking the approval of Grantee.

4. **Grantee's Remedies.**

(a) **Notice of Violation: Corrective Action.** If Grantee determine that Grantors are in violation of the terms of this Conservation Easement or that a violation is threatened, Grantee shall give written notice to Grantors of such violation and demand 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 Conservation Easement, to restore the portion of the Protected Property so injured to its prior condition in accordance with a plan approved by Grantee.

DEED OF CONSERVATION EASEMENT

- (b) **Injunctive Relief.** The Grantee, 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 Grantors to restore the Protected Property to the condition existing at the time of this Conservation Easement in order to correct any violation(s) of this Conservation Easement. Grantee's rights under this paragraph apply equally in the event of either actual or threatened violations of the terms of this Conservation Easement, and Grantors agree 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 Conservation 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 Conservation Easement against Grantors, including without limitation costs of suit and attorneys' fees, and costs or restoration necessitated by Grantors' violation of the terms of this Conservation Easement shall be borne by Grantors. If Grantors prevails in action to enforce the terms of this Conservation Easement, Grantors' costs of suit, including, without limitation, attorneys' fees, shall be borne by Grantee. Costs incurred by Grantee in enforcing the terms of this Conservation Easement against third party shall be borne by Grantee.
- (d) **Forbearance.** Forbearance by Grantee to exercise its rights under this Conservation Easement in the event of any breach of any term of this Conservation Easement by Grantors 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 Conservation Easement or of any of Grantee's rights under this Conservation Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantors shall impair such right or remedy or be construed as a waiver.

5. **Acts beyond the Grantors' Control.** Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantors for any injury to or change in the Protected Property resulting from causes beyond Grantors' control including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantors 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 Conservation Easement are violated by acts of trespassers that Grantors could not reasonably have anticipated or prevented, Grantors agree that Grantee has the right to pursue enforcement action against the responsible parties.

6. **Costs, Legal Requirements and Liabilities.** Grantors, their 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.

7. **Control.** Nothing in this Conservation Easement shall be construed as giving rise to any right or ability of Grantee to exercise physical or managerial control over the day-to-day operations of the Protected Property, or any responsibility to the Protected

DEED OF CONSERVATION EASEMENT

Property within the meaning of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 as amended (42 U.S.C. §§ 9602 et seq.).

8. Taxes. Grantors 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 Conservation Easement.

9. Environmental Warranty. Grantors warrant that they are in compliance with, and will remain in compliance with, all applicable Environmental Laws. Grantors warrant that there are no notices by any governmental authority of any violation or alleged violation of, noncompliance or alleged noncompliance with, or any liability under, any Environmental Law relating to the operations or conditions of the Protected Property. Grantors further warrant that they have no actual knowledge of a release or threatened release of Hazardous Materials, as such substances and wastes are defined by applicable Federal and State law.

Moreover, Grantors hereby agree to hold harmless and indemnify Grantee 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 Grantors or any other prior owner of the Protected Property. Grantors' indemnification obligation will not be affected by any authorizations provided by Grantee or the United States to Grantors with respect to the Protected Property or any restoration activities carried out by Grantee at the Protected Property; provided, however, that Grantee will be responsible for any Hazardous Materials contributed after this date to the Protected Property by Grantee.

"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 which may pose a present or potential hazard to human health or the environment.

10. Hold Harmless. Grantors shall hold harmless, indemnify, and defend Grantee, its members, directors, officers, employees, agents, assigns, and contractors (collectively, the "Grantee") from and against all liabilities, fines, fees, penalties, costs,

DEED OF CONSERVATION EASEMENT

losses, damages, expenses, causes of action, 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 the Grantee may be subject or which the Grantee may incur relating to the Protected Property, which may arise from, but are not limited to, Grantors' negligent acts, omissions, or breach of any representation, warranty, covenant, or agreements contained in this Conservation Easement, or violations of any state or local laws, including all environmental laws.

11. Proceeds for Extinguishment. The conveyance of this Conservation Easement gives rise to a property right immediately vested in the Grantee. If circumstances arise in the future that render the purpose of this Conservation Easement impossible to accomplish, this Conservation Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. At the date of this Conservation Easement, the proportionate values were as follows: Grantors' proportionate value is thirty-four percent (34%) of the appraised fair market value of the Protected Property. Grantee's proportionate value is sixty-six percent (66%) of the appraised fair market value of the Protected Property.

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

12. Condemnation. If Protected Property is taken, in whole or in part, by exercise of the power of eminent domain, Grantors shall be entitled to compensation at not less than the fair market value of the Protected Property determined without regard to the existence of this Conservation Easement. Grantors, 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 in writing, within fifteen (15) days of receipt of said notification.

13. Assignment. This Conservation 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 Conservation 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 (WV Code 20-12-1, et seq., 1995).

The 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 Conservation Easement was originally

DEED OF CONSERVATION EASEMENT

intended to advance. The transfer of the easement to a new or successor transferee or assignee will not create a financial obligation of any kind on the Grantors.

14. Subsequent Transfers. Grantors agree to incorporate the terms of this Conservation 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.

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

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

To Grantors: Conrad Lotze and Kristina Maciunas
2237 Old Leetown Pike
Kearneysville, WV 25430

To Grantee: Jefferson County Farmland Protection Board
PO Box 731
Charles Town, WV 25414

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

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

18. Amendment. If circumstances arise under which an amendment to or modification of this Conservation Easement would be appropriate, Grantors and Grantee are free to jointly amend this Conservation Easement; provided that no amendment shall be allowed that will invalidate this Conservation Easement or be inconsistent with the purpose of this Conservation Easement and shall not affect its perpetual duration. Any such amendment shall be recorded as above specified. No such amendment shall be effective unless in writing and signed by all parties hereto.

19. Other Provisions.

(a) **Controlling Law.** The interpretation and performance of this Conservation Easement shall be governed by the laws of the State of West Virginia.

(b) **Severability.** If any provision of this Conservation Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of

DEED OF CONSERVATION EASEMENT

the provisions of this Conservation 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 Grantors' title in any respect.

(d) **Successors.** The covenants, terms, conditions, and restrictions of this Conservation Easement shall be binding upon and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors, and assigns, and shall continue as a servitude running in perpetuity with the Protected Property.

(e) **Captions.** The captions herein have been inserted solely for convenience of reference and are not a part of this Conservation Easement and shall have no effect upon construction or interpretation.

(f) **Subordination.** Any mortgage or lien arising after the date of this Conservation Easement shall be subordinated to the terms of this Conservation Easement.

(g) **Title Warranties.** Grantors warrant that Grantors have good title to the Protected Property; that Grantors have the right to convey this Conservation Easement, and that the Protected Property is free and clear of any encumbrances.

(h) **Merger.** If Grantee at some future time acquires the underlying fee title in the Protected Property, the interest conveyed by this Conservation Easement will not merge with fee title but will continue to exist and be managed as a separate estate. The Grantors and Grantee explicitly agree that it is their express intent, forming a part of the consideration hereunder, that the provisions of this Conservation Easement 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 Grantee, or any successor or assignee will be deemed to eliminate these terms and conditions of this Conservation Easement, or any portion thereof, pursuant to the doctrine of "merger" or any other legal doctrine.

DEED OF CONSERVATION EASEMENT

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 a county governmental entity, and therefore is exempt from the West Virginia excise tax due on the transfer of real property.

IN WITNESS WHEREOF Granters and Grantee have set their hand:

GRANTORS:

Conrad D. Lotze

Signature

Date

Kristina A. Maciunas

Signature

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 _____, 2022, by **Conrad D. Lotze.**

My commission expires: _____

Notary Public

STATE OF WEST VIRGINIA

COUNTY OF Jefferson, to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by **Kristina A. Maciunas.**

My commission expires: _____

Notary Public

STATE OF WEST VIRGINIA

COUNTY OF Jefferson, to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by _____, President, on behalf of the Jefferson County Farmland Protection Board.

My commission expires: _____

Notary Public

DEED OF CONSERVATION EASEMENT

SCHEDULE OF EXHIBITS

A-1 Legal Description of Property Subject to Easement

DEED OF CONSERVATION EASEMENT

Exhibit A-1 Legal Description of Property Subject to Easement

Keller Engineers, Inc
420 Allegheny Street
Hollidaysburg, PA 16648
Phone: (814) 696-7430
Fax: (814) 696-0150
keller-engineers.com

**FARMLAND CONSERVATION EASEMENT
DESIRED BY
JEFFERSON COUNTY FARMLAND PROTECTION BOARD
FROM
CONRAD D. LOTZE AND KRISTINA A. MACIUNAS
PROJECT NUMBER 3964-10
MARCH, 2022**

All that certain piece or parcel of land lying and being situated in the Middleway District, being (07) Tax Map 15, Parcel 6, within Jefferson County, West Virginia, and more particularly bounded and described as follows:

Farmland Conservation Easement Tract

Beginning at a point in the centerline of West Virginia Secondary Route 15 (Old Leetown Pike) at the common corner of lands now or formerly of Christian D. & Evie D. Lotze; thence along Lotze lands NORTH 25 DEGREES 52 MINUTES 21 SECONDS EAST a distance of 1968.28 FEET to an existing post on the common line of lands now or formerly of Harry J. Painter; thence along Painter lands SOUTH 58 DEGREES 46 MINUTES 43 SECONDS EAST a distance of 1003.90 FEET to a point in the centerline of West Virginia Secondary Route 8 (Wiltshire Road); thence along said centerline SOUTH 25 DEGREES 51 MINUTES 38 SECONDS WEST a distance of 1473.48 FEET to a point; thence along the same SOUTH 23 DEGREES 36 MINUTES 11 SECONDS WEST a distance of 465.85 FEET to a magnet nail in centerline of West Virginia Secondary Route 15; thence along the centerline of West Virginia Secondary Route 15 with a curve turning to the right with a radius of 3937.81 FEET, an arc length of 226.26 FEET, a chord bearing of NORTH 61 DEGREES 47 MINUTES 48 SECONDS WEST, and a chord length of 226.23 FEET to a point; thence along the same NORTH 60 DEGREES 09 MINUTES 03 SECONDS WEST a distance of 794.16 FEET to the point and place of beginning and having an area of 44.986 Acres.

Being all of the parcel of land title to which became vested in Conrad D. Lotze and Kristina A. Maciunas by deeds as recorded in Jefferson County Deed Book Volume 1059 at page 405 and, Deed Book Volume 949 at page 659.

Subject to all that portion of land that lies within the right-of-way of West Virginia Secondary Route 8 and 15.

Also subject to all those utility easements of record.

DEED OF CONSERVATION EASEMENT

Subject to a proposed 40-foot-wide right-of-way exclusively for access as centered on an existing roadway, running from lands now or formerly of Christian D. & Evie D. Lotze, 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.

Residential Dwelling Area

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

Beginning at an existing post, said post being located NORTH 33 DEGREES 33 MINUTES 43 SECONDS EAST a distance of 1435.51 FEET from the point of beginning of the above described conservation easement; thence through lands of which this is a part NORTH 10 DEGREES 49 MINUTES 16 SECONDS EAST a distance of 180.91 FEET to an existing post; thence through the same NORTH 38 DEGREES 25 MINUTES 16 SECONDS EAST a distance of 128.54 FEET to an existing t-post; thence through the same SOUTH 86 DEGREES 13 MINUTES 28 SECONDS EAST a distance of 52.04 FEET to an existing t-post; thence through the same NORTH 23 DEGREES 59 MINUTES 15 SECONDS EAST a distance of 62.64 FEET to an existing t-post; thence through the same NORTH 35 DEGREES 28 MINUTES 05 SECONDS EAST a distance of 57.03 FEET to an existing post; thence through the same SOUTH 63 DEGREES 51 MINUTES 17 SECONDS EAST a distance of 155.56 FEET to an existing post; thence through the same SOUTH 25 DEGREES 59 MINUTES 48 SECONDS WEST a distance of 191.77 FEET to an existing post; thence through the same SOUTH 20 DEGREES 26 MINUTES 54 SECONDS WEST a distance of 205.80 FEET to an existing post; thence through the same NORTH 75 DEGREES 09 MINUTES 57 SECONDS WEST a distance of 215.19 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 44.986 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 Conrad D. Lotze and Kristina A. Maciunas, dated March 31, 2022.

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: **Jeffrey Polczynski, Director of Communications**

Department or Organization: **Emergency Communications Center - Dept 712**

Estimation of amount of time needed for appointment: **10 minutes**

Date Requested - 1st Choice: **12/15/2022**

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

Date Requested - 2nd Choice:

Subject (*Wording to be placed on agenda*): **Priority Dispatch EPD and EFD software project**

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

See attached document titled "Emergency Police Dispatch/ Emergency Fire Dispatch Software Project"

Is this a funding request? **Y/N**

If so, how much? **\$63,965.90**

Provide exact financial impact/request: **See attached document**

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

"Motion to approve the added purchase of the Priority Dispatch EPD software cal/taking and quality assurance systems to be allocated from the County Capital Outlay Fund in the amount of \$63,965.90.

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: **Jeffrey Polczynski**

Email address: jpolczynski@jeffersoncountywv.org

Phone Number: 304-728-3317

FOR COMMISSION STAFF USE ONLY - FINANCIAL IMPACT/RECOMMENDATION

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AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: Russell Burgess

Department or Organization: Information Technology

Estimation of amount of time needed for appointment: 20 minutes

Date Requested - 1st Choice: **December 15, 2022**

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

Date Requested - 2nd Choice:

Subject (Wording to be placed on agenda): **-Cyber Security Incident/Response/Discussion and purchase of additional Cyber Security Tools to protect county networks.**

Please provide the County Commission with a description of your request or presentation, including any background information:
-Discussion of the Cyber Security Incident and Response on November 21, 2022. Investigative findings and recommendations to fund increased Cyber Security for Jefferson County Data Networks through Sophos SOC (Security Operations Center) MDR (Managed Detection and Response), NDR (Network Detection and Response) with Firewall integration.

Is this a funding request? Y/N Yes

If so, how much? \$52,304.66

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 the purchase of MDR (Managed Detection and Response), NDR (Network Detection and Response) with Firewall integration in the amount of \$52,304.66**

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

SOLD-TO PARTY 11264352

JEFFERSON COUNTY COMMISSION
 RUSSELL BURGESS
 116 E WASHINGTON ST
 CHARLES TOWN WV 25414-1004

SHIP-TO

JEFFERSON COUNTY COMMISSION
 RUSSELL BURGESS
 116 E WASHINGTON ST
 CHARLES TOWN WV 25414-1004

Quotation	
Quotation Number :	0225734112
Document Date :	02-DEC-2022
PO Number :	
PO release:	
Sales Rep :	Mark Latiolais
Email :	MARK.LATIOLAIS@INSIGHT.COM
Telephone :	

We deliver according to the following terms:

Payment Terms : Net 30 days
 Ship Via : Insight Assigned Carrier/Ground
 Terms of Delivery: : FOB DESTINATION
 Currency : USD

This quotation contains freight and tax estimates that are subject to change by Insight.

Material	Material Description	Quantity	Unit Price	Extended Price
LMQBC!U 12AFR♦AA	CENTRAL MANAGED DETECTION AND OPEN MARKET	225	95.34	21,451.50
LMDRCSS12BDRGAA	CENTRAL MANAGED DETECTION AND OPEN MARKET	60	111.04	6,662.40
LMDRNDU12AFNGAA	CENTRAL NETWORK DETECTION AND OPEN MARKET	285	40.86	11,645.10
LMDRFWU12AFNGAA	CENTRAL FIREWALL INTEGRATION OPEN MARKET	285	19.39	5,526.15
LPE0ZTCCAA	PROSERV CENTRAL ONBOARDING PLS OPEN MARKET	1	7,019.51	7,019.51
			Product Subtotal	52,304.66
			TAX	0.00
			Total	52,304.66

Lease & Financing options available from Insight Global Finance for your equipment & software acquisitions. Contact your Insight account executive for a quote.

PURCHASE ORDER REQUIREMENTS:

Quote Number:225734112

Purchase Order Number: _____

Authorized by/Title: _____ (please print)

Authorized Signature: _____ Date: _____

Additional signature, where required

Authorized by/Title: _____ (please print)

Authorized Signature: _____ Date: _____

Thank you for choosing Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Mark Latiolais

MARK.LATIOLAIS@INSIGHT.COM

Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.

This purchase is subject to Insight's online Terms of Sale unless you have a separate purchase agreement signed by you and Insight, in which case, that separate agreement will govern. Insight's online Terms of Sale can be found at the "terms-and-policies" link below.

SOFTWARE AND CLOUD SERVICES PURCHASES: If your purchase contains any software or cloud computing offerings ("Software and Cloud Offerings"), each offering will be subject to the applicable supplier's end user license and use terms ("Supplier Terms") made available by the supplier or which can be found at the "terms-and-policies" link below. By ordering, paying for, receiving or using Software and Cloud Offerings, you agree to be bound by and accept the Supplier Terms unless you and the applicable supplier have a separate agreement which governs.
<https://www.insight.com/terms-and-policies>

Sophos Network Detection and Response



Monitor Network Traffic to Identify Suspicious Activity Faster

Every second counts when an adversary is in your environment. Yet all too often, defenders are slowed down by limited visibility and insights. And this becomes even more complicated when security tools don't work well together.

The Most Comprehensive Data Drives the Most Accurate Detection Strategy

Organizations can benefit from a holistic approach to threat detection and response and faster ways to correlate an ever-growing volume and variety of data. The deeper the visibility and context, the more precise the investigation into threat activity. That means when security telemetry can come together, it paints a more accurate picture of the entire attack path.

As an add-on to Sophos MOR, the Sophos Network Detection and Response (NDR) virtual appliance monitors network traffic to identify suspicious network flows. Detections are sent to the Sophos data lake, evaluated, and assigned a corresponding risk score, generating cases for the Sophos threat response team to investigate and validate. NOR detections can trigger an investigation into internal host connections to network servers and can also be used to enrich threat hunts for endpoint activity to determine which devices are communicating.

Your Security Needs Tools That Work Well Together

Sophos NOR is a native Sophos MOR integration. It readily connects, does not produce excessive noise or mismatched risk scores, and does not require time to establish a baseline like other solutions. The table below describes the functionality of Sophos NDR's detection engines.

Sophos NOR is delivered as a virtual appliance. Once deployed, it authenticates with the Sophos Central management console and starts sending data. NOR status and detections are viewable in Sophos Central.

Highlights

- Add network detections to Sophos MOR to monitor suspicious network flows that endpoint software can't access
- , Enable threat investigations and hunts into internal host connections to network services and other network connections
- , Detect malware within encrypted traffic where it often remains hidden
- , Easily view NOR sensor status and detections in Sophos Central

Sophos NDR Detection Engines and Use Cases

Detection Engines	Description
Encrypted Payload Analytics (EPA)	Detects zero-day command-and-control (C2) servers and new variants of malware families based on patterns found in session size, direction, and interarrival times.
Domain Generation Algorithms (DGA)	Identifies the presence of dynamic domain generation technology used by malware to avoid detection.
Deep Packet Inspection (DPI)	Monitors both encrypted and unencrypted traffic using known IoCs to rapidly identify threat actors and TTPs.
Session Risk Analytics (SRA)	Powerful logic engine that utilizes rules that alert on a multitude of session-based risk factors.
Device Detection Engine (DOE)	Extensible query engine that uses a deep learning prediction model to analyze encrypted traffic for patterns across unrelated network flows.

Recognize Suspicious Behavior Beyond Your Endpoints

Sophos NOR uses independent threat detection engines to detect suspicious and abnormal network traffic behaviors like:

- Connections from an unknown device
- Data uploaded during a remote session
- Increased use of proprietary data files
- Network sessions generated by malware families

With the ability to detect potentially malicious behaviors, Sophos NOR identifies:

- **Unprotected Devices** - Sophos NOR identifies legitimate devices that haven't been protected and could be used as entry points for cyberattacks.
- **Rogue Assets** - In addition to monitoring traffic to unprotected devices, Sophos NOR identifies unauthorized devices that communicate across the network.
- **IoT and OT Sensors** - Internet of Things (IoT) and operational technology (OT) devices represent challenges to threat monitoring because many of these devices cannot support an endpoint protection agent. Sophos NOR monitors data from IoT and OT devices to detect attacker activity.
- **Zero-Day Attacks** - Sophos NOR has a patented process for detecting zero-day C2 servers used by attackers based on patterns found in session packet size, direction, and interarrival times.
- **Insider Threats** - Sophos NOR provides visibility into network traffic flows and data exfiltration that may initially appear "normal" from those on the inside.

Sophos NOR pricing is based on an organization's total number of users and servers. The virtual appliance software is included with the license. The table below describes Sophos NOR system requirements.

Sophos NDR System Requirements

Network Throughput	1 Gbps	5 Gbps	10 Gbps
CPU	4	8	16
RAM	16 GB	32 GB	64 GB
Storage	160 GB	320 GB	640 GB
Estimated User Range*	Up to 2,000	Up to 10,000	Up to 30,000

*Will vary by organization

Learn more about Sophos NOR

sophos.com/ndr

United Kingdom and Worldwide Sales
 Tel: +44 (0)81447 671131
 Email: sales@sophos.com

North American Sales
 Toll Free: 1-866-866-2802
 Email: nasales@sophos.com

Australia and New Zealand Sales
 Tel: +612 9109 9100
 Email: sales@sophos.com.au

Asia Sales
 Tel: +65 62211168
 Email: salesasia@sophos.com

Sophos Managed Detection and Response



24/7 Threat Detection and Response

Sophos MDR is a fully managed 24/7 service delivered by experts who detect and respond to cyberattacks targeting your computers, servers, networks, cloud workloads, email accounts, and more.

Ransomware and Breach Prevention Services

The need for always-on security operations has become an imperative. However, the complexity of modern operating environments and the velocity of cyberthreats make it increasingly difficult for most organizations to successfully manage detection and response on their own.

With Sophos MOR, our expert team stops advanced human-led attacks. We take action to neutralize threats before they can disrupt your business operations or compromise your sensitive data. Sophos MOR is customizable with different service tiers, and can be delivered via our proprietary technology or using your existing cybersecurity technology investments.

Cybersecurity Delivered as a Service

Enabled by extended detection and response (XDR) capabilities that provide complete security coverage wherever your data reside, Sophos MOR can:

► **Detect more cyberthreats than security tools can identify on their own**

Our tools automatically block 99.98% of threats, which enables our analysts to focus on hunting the most sophisticated attackers that can only be detected and stopped by a highly trained human.

• **Take action on your behalf to stop threats from disrupting your business**

Our analysts detect, investigate, and respond to threats in minutes - whether you need full-scale incident response or help making accurate decisions.

► **Identify the root cause of threats to prevent future incidents**

We proactively take actions and provide recommendations that reduce risk to your organization. Fewer incidents mean less disruption for your IT and security teams, your employees, and your customers.

Compatible with the Cybersecurity Tools You Already Have

We can provide the technology you need from our award-winning portfolio, or our analysts can leverage your existing cybersecurity technologies to detect and respond to threats.

Sophos MOR is compatible with security telemetry from vendors such as Microsoft, CrowdStrike, Palo Alto Networks, Fortinet, Check Point, Rapid7, Amazon Web Services (AWS), Google, Okta, Oarktrace, and many others. Telemetry is automatically consolidated, correlated, and prioritized with insights from the [Sophos Adaptive Cybersecurity Ecosystem \(ACE\)](#) and [Sophos X-Ops](#) threat intelligence unit.

Highlights

- Stop ransomware and other advanced human-led attacks with a 24/7 team of threat response experts
- Maximize the ROI of your existing cybersecurity technologies
- Let Sophos MOR execute full-scale incident response, work with you to manage security incidents, or deliver detailed threat notifications and guidance
- Improve cyber insurance coverage eligibility with 24/7 monitoring and endpoint detection and response (EDR) capabilities
- Free up your internal IT and security staff to focus on business enablement

MDR That Meets You Where You Are

Sophos MOR is customizable with different service tiers and threat response options. Let the Sophos MOR operations team execute full-scale incident response, work with you to manage cyberthreats, or notify your internal security operation teams any time threats are detected. Our team quickly learns the who, what, when, and how of an attack. We can respond to threats in minutes.

Key Capabilities

24/7 Threat Monitoring and Response

We detect and respond to threats before they can compromise your data or cause downtime. Backed by six global security operations centers (SOCs), Sophos MOR provides around-the-clock coverage.

Compatible with Non-Sophos Security Tools

Sophos MOR can integrate telemetry from third-party endpoint, firewall, identity, email, and other security technologies as part of [Sophos ACE](#).

Full-Scale Incident Response

When we identify an active threat, the Sophos MOR operations team can execute an extensive set of response actions on your behalf to remotely disrupt, contain and fully-eliminate the adversary.

Weekly and Monthly Reporting

Sophos Central is your single dashboard for real-time alerts, reporting, and management. Weekly and monthly reports provide insights into security investigations, cyberthreats, and your security posture.

Sophos Adaptive Cybersecurity Ecosystem

Sophos ACE automatically prevents malicious activity and enables us to search for weak signals for threats that require human intervention to detect, investigate, and eliminate.

Expert-Led Threat Hunting

Proactive threat hunts performed by highly-trained analysts uncover and rapidly eliminate more threats than security products can detect on their own. The Sophos MOR operations team can also use third-party vendor telemetry to conduct threat hunts and identify attacker behaviors that evaded detection from deployed toolsets.

Direct Call-in Support

Your team has direct call-in access to our Security Operations Center (SOC) to review potential threats and active incidents. The Sophos MOR operations team is available 24/7/365 and backed by support teams across 26 locations worldwide.

Dedicated Incident Response Lead

We provide you with a Dedicated Incident Response Lead who collaborates with your internal team and external partner(s) as soon as we identify an incident and works with you until the incident is resolved.

Root Cause Analysis

Along with providing proactive recommendations to improve your security posture, we perform root cause analysis to identify the underlying issues that led to an incident. We give you prescriptive guidance to address security weaknesses so they cannot be exploited in the future.

Sophos Account Health Check

We continuously review settings and configurations for endpoints managed by Sophos XOR and make sure they are running at peak levels.

Threat Containment

For organizations that choose not to have Sophos MOR perform full-scale incident response, the Sophos MOR operations team can execute threat containment actions, interrupting the threat and preventing spread. This reduces workload for internal security operations teams and enables them to rapidly execute remediation actions.

Intelligence Briefings: "Sophos MDR ThreatCast"










Delivered by the Sophos MOR operations team, the "Sophos MOR ThreatCast" is a monthly briefing available exclusively to Sophos MOR customers. It provides insights into the latest threat intelligence and security best practices.

Sophos Service Tiers

	Sophos Threat Advisor	Sophos MDR	Sophos MDR Complete
24/7 expert-led threat monitoring and response			
Compatible with non-Sophos security products			
Weekly and monthly reporting			
Monthly Intelligence briefing: "Sophos MDR ThreatCast"			
Sophos Account Health Check			
Expert-led threat hunting			
Threat containment attacks are interrupted, preventing spread Uses full Sophos XCR agent (protection, detection, and response) or Sophos XCR Sensor (detection and response)			
Direct call-in support during active incidents			
Full-scale Incident response: threats are fully eliminated Requires full Sophos XCR agent (protection, detection, and response)			
Root cause analysis			
Dedicated Incident Response Lead			

Integrations Included Free of Charge






Security data from the following sources can be integrated for use by the Sophos MDR operations team free of charge. Telemetry sources are used to expand visibility across your environment, generate new threat detections and improve the fidelity of existing threat detections, conduct threat hunts, and enable additional response capabilities.

 <p>SophosXDR</p> <p>The only XDR platform that combines native endpoint, server, firewall, cloud, email, mobile, and Microsoft integrations</p>	 <p>Sophos Firewall</p> <p>Monitor and filter incoming and outgoing network traffic to stop advanced threats before they have a chance to cause harm</p>	 <p>Microsoft Graph Security</p> <ul style="list-style-type: none"> Microsoft Defender for Endpoint Microsoft Defender for Cloud Microsoft Defender for Identity Azure Active Directory Microsoft Defender for Cloud Apps Microsoft Sentinel Azure Information Protection Microsoft 365
 <p>Sophos Endpoint</p> <p>Block advanced threats and detect malicious behaviors including attackers mimicking legitimate users</p>	 <p>Sophos Network Detection and Response</p> <p>Continuously monitor activity inside your network to detect suspicious actions occurring between devices that otherwise are unseen</p>	 <p>Third-Party Endpoint Protection</p> <p>Compatible with...</p> <ul style="list-style-type: none"> Microsoft CrowdStrike SentinelOne Check Point Trend Micro BlackBerry (Cylance) McAfee Metwarebytes
 <p>Sophos Cloud</p> <p>Stop cloud breaches and gain visibility across your critical cloud services, including AWS, Azure, and Google Cloud Platform</p>	 <p>Sophos Email</p> <p>Protect your inbox from malware and benefit from advanced AI that stops targeted impersonation and phishing attacks</p>	 <p>90-Days Data Retention</p>

Sophos XDR and Sophos Firewall products are included with Sophos MDR service. Sophos Endpoint, Sophos Cloud, Sophos Email, and Sophos Network Detection and Response products must be purchased and uploated to integration with Sophos MDR service.

Add-On Integrations

Security data from the following third-party sources can be integrated for use by the Sophos MDR operations team via the purchase of Integration Packs. Telemetry sources are used to expand visibility across your environment, generate new threat detections and improve the fidelity of existing threat detections, conduct threat hunts, and enable additional response capabilities.

 <p>Firewall</p> <p>Compatible with...</p> <ul style="list-style-type: none"> Palo Alto Networks Fortinet Check Point Cisco SonicWall 	 <p>Cloud</p> <p>Compatible with...</p> <ul style="list-style-type: none"> AWS Microsoft Azure Ora Security Google Cloud 	 <p>Identity</p> <p>Compatible with...</p> <ul style="list-style-type: none"> Okta Duo
 <p>Network Security</p> <p>Compatible with...</p> <ul style="list-style-type: none"> Arktrace Forcepoint McAfee (web gateway) 	<p>Email</p> <p>Compatible with...</p> <ul style="list-style-type: none"> Proofpoint Mimecast 	 <p>1-Year Data Retention</p>

Onboarding Plus Package for Sophos MDR

Our Onboarding Plus offering is a remotely guided onboarding service available to Sophos MDR customers. It gives you access to a dedicated contact within Sophos' Professional Services organization for onboarding and scheduling, deployment and training assistance, and a health check to ensure you can get the most value out of our best practices. Onboarding Plus includes:

Day 1 - Implementation Planning and Execution:

- Kick off project
- Configure Sophos Central
- Review Sophos Central features
- Build and test deployment process
- Deploy Sophos Central across your organization

Day 30 - XDR Training

- Learn how to think and act like an SOC
- Hunt for IOCs
- Construct queries for future investigations

Day 90 - XDR Training

- Review your current security policies and update them as needed
- Determine which features (if any) can be used to further enhance your cyber protection
- Receive written documentation with recommendations from our health check

To learn more, visit
sophos.com/1/mdr

United Kingdom and Worldwide Sales
 Tel: +44 (0)81117 671131
 Email: sales@sophos.com

North American Sales
 Toll Free: 1-866-866-2802
 Email: nasales@sophos.com

Australia and New Zealand Sales
 Tel: +612 9109 9100
 Email: sales@sophos.com.au

Asia Sales
 Tel: +65 62211168
 Email: salesasia@sophos.com

AGENDA REQUEST FORM
www.jeffersoncountyv.wv.org



Name: Roger Goodwin
Department or Organization: Engineering
Estimation of amount of time needed for appointment: 5 minutes

Date Requested - 1st Choice: December 15, 2022
If a specific date is needed, please provide reason for specific date: [Click here to enter text](#)
Date Requested - 2nd Choice: [Click here to enter text](#).

Subject (*Wording to be placed on agenda*): Partial Construction Bond Release for Townhomes Rental LLC - Rocky Ridge Subdivision, Phase I, Lots 1-6, 61-132, Commercial Lot A & Residue (Future Phases II and III) File #19-7-SD.

Please provide the County Commission with a description of your request or presentation, including any background information: Partial release of construction bond security for Townhomes Rental LLC - Rocky Ridge Subdivision, Phase I, Lots 1-6, 61-132, Commercial Lot A & Residue (Future Phases II and III) File #19-7-SD - Letter of Credit #8091563 with Summit Community Bank, Moorefield, WV.

Is this a funding request? Y/NO
If so, how much? [Click here to enter text](#).

Recommended motion (*Please type out the wording of the motion that you would like the Commission to approve*): I authorize a partial release of \$1,632,904.00 from the construction bond for Townhomes Rental LLC - Rocky Ridge Subdivision, Phase I, Lots 1-6, 61-132, Commercial Lot A & Residue (Future Phases II and III) File #19-7-SD.

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

Construction Bond Release Letter
Bond Release Request Report
Site Map

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

Contact information:

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

FOR COMMISSION STAFF USE ONLY - FINANCIAL IMPACT/COMMENTS

[Click here to enter text](#)



JEFFERSON COUNTY COMMISSION
124 East Washington Street, P.O. Box 250, Charles Town, WV 25414
Phone: (304) 728-3284 Fax: (304) 725-7916
Web: www.jeffersoncountywv.org

PRESIDENT

Caleb Hudson

December 15, 2022

VICE PRESIDENT

Steve Stolipher

Mr. Jason I Hicks, Senior Vice President

COMMISSIONER

Clare Ath

Summit Community Bank

P. O. Box 179

COMMISSIONER

Tricia Jackson

Moorefield, West Virginia 26836

COMMISSIONER

Jane Tabb

RE: Irrevocable Letter of Credit #8091563 dated January 25, 2022, Construction Bond
Surety for Townhomes Rental LLC - Rocky Ridge Subdivision, Phase I, Lots 1-6, 61-132,
Commercial Lot A & Residue (Future Phases 2 and 3) File #19-7-SD.

Dear Mr. Hicks:

The Jefferson County Commission authorizes a partial release of \$1,632,904.00 from the construction bond amount for Townhomes Rental LLC - Rocky Ridge Subdivision, Phase I Lots 1-6, 61-132, Commercial Lot A & Residue (Future Phases II and III) File # 19-7-SD for a new construction bond amount of \$1,416,229.00. This project is located at 4115 Charles Town Road-Route 115 adjacent to Hospice Lane, Kearneysville, WV. Work remaining to be completed is not limited to the following:

1. Earthwork
2. Grading & paving
3. Storm water management systems & bio-retention basins
4. Landscaping
5. Miscellaneous site work

In summary, you are hereby authorized to reduce the amount of the above referenced Irrevocable Letter of Credit, originally issued in amount of \$3,049,133.00. Please contact the Jefferson County Department of Engineering, Planning & Zoning - Office of Engineering at (304) 728-3257 if you have any questions.

Sincerely,

Caleb Hudson, President
Jefferson County Commission

cc: Mr. Paul J. Raco
P. J. Raco Consulting, LLC
PO Box 548
Charles Town, WV 25414
Department of Engineering, Planning & Zoning
Office of Engineering

County Administrator
John Nustl

Deputy County Administrator
Cindy R/mr

Email engmeering@jeffersoncountywv.org

BOND REDUCTION or RELEASE REQUEST - REPORT

Date Received 12-1-02 J.C.P.C. File No 17J-I-SO

Consultant/Engineer/Firm Name: CK T 1elAO 6 INC:21U<;

Mailing Address 5411 J/11P AJt,AtJ'l't(. P@l\Ve

City k''f?GAt.J' [o.... State L.,V Zip 2/p'SDA

Contact Person GLlppb,-.1 e?f Phone 304212.-S,48o

Project/Subdivision Name ROCK RIDGE

Section/Phase 1 Lots

Review Comments

The bond release/reduction is Approved as 11/1/20 The bond release/reduction request is Denied

Add items/revise as shown per our comments on your attached bond release/reduction form & resubmit reduction/release request to our office for review and approval

Some site work has progressed beyond the required "milestone" site inspections that are to be performed by our office. As a result, you will need to schedule the inspections with our Land Development Inspector, and/or provide the certifications noted on the attached "Third-Party Certifications" checklist. Please collect all the required third-party certifications and submit them all at one time along with a copy of this report and the checklist.

Bonding Policy & Unit Cost Figures attached for your use

Comments: WORK REPRESENTED BY THIS REQUEST APPEARS TO BE COMPLETE

Approved for:
BOND REDUCTION
 By [Signature] 12/06/2022
County Engineer Date

Original Bond Amt \$ 2 k Al:e + 15% Cont \$..J:l. = Total Original Bond Amt \$ 3 133

Total Current Bond Amount \$ 0+,11011 00

Cost of Work Remaining \$ J 'Z.'JI 00 + Contingency Amount \$ / & 1'2(, 00

= Approved for Revised Bond Amount \$ L, 41 (1, '2.'2.' 00

Reviewed By JOSEPH W. KENT Title L.O.I.

Signature [Signature] Date 12 / 06 / 2022

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: 5 minutes

Date Requested - 1st Choice: December 15, 2022

Date Requested - 2nd Choice:

Subject (*Wording to be placed on agenda*): Complete Bond Release request for Sleepy Hollow Telecommunication Tower (PC File #22-1-SP).

Please provide the County Commission with a description of your request or presentation, including any background information: Section 48.8 of the Zoning Ordinance requires each applicant for a Telecommunication Facility to execute a standard Maintenance/ Removal Agreement binding the applicant and its successors and assigns to properly maintain the exterior appearance of, and to ultimately remove such facilities, upon abandonment or cessation of operations. Applicants are also required to post a bond/surety under this agreement; however, Section 48.8 further states, "Private business users operating a single Facility at their principal place of business ... are exempt from this bond requirement."

The subject telecommunication tower will be utilized for internal communications between Potomac Edison facilities only; therefore, pursuant to the above referenced exemption, a maintenance and removal agreement and bond is not required for this project. This request is for a complete release of Performance Bond No. K40492549 with Federal Insurance Company, Whitehouse Station, NJ in the amount of \$200,000.00 for a maintenance and removal bond for Sleepy Hollow Telecommunication Tower (PC File #22-1-SP).

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 authorize the complete release of Performance Bond No. K40492549 with Federal Insurance Company, Whitehouse Station, NJ in the amount of \$200,000.00 for a maintenance and removal bond for Sleepy Hollow Telecommunication Tower (PC File #22-1-SP).

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

- Section 48.8 of the Zoning Ordinance
- Bond Release Letter
- Site Map

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

FOR COMMISSION STAFF USE ONLY - FINANCIAL IMPACT/COMMENTS

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- a. With the exception of silos, Towers shall be set back from all property lines a distance equal to 110% of tower height measured from the base of the structure to its highest point. Additional easements may be acquired on adjacent properties to meet the fall zone requirement.
 - b. No residential dwellings may be located in the fall zone on either the primary parcel or in any easement area on adjacent parcels.
4. Signage
Signage at any ground-based portion of a Facility site shall conform to FCC and FAA standards. No commercial signage is permitted.
 5. Lighting & Marking
Towers shall not be lighted or marked unless required by the FCC or by the FAA.
 6. Electrical Supply
Generators may not be used as a primary electrical power source. Backup generators shall only be operated during power outages or for testing and maintenance purposes. Testing and maintenance of a generator shall only take place on weekdays between the hours of 8:00 a.m. and 7:00 p.m.
 7. Fencing
Towers, equipment enclosures and other improvements shall be enclosed within a security fence consisting of chain link fencing at least eight (8) feet in height. The Planning Commission may require as a condition of approval that the fencing be screened by a landscaped buffer of at least 10 feet in width planted along the entire exterior perimeter of the fence. Such a buffer must contain at least one row of native vegetation and form a continuous screen at least 6 feet in height at planting. All buffer yards shall be maintained by the property owner. It will be the responsibility of the property owner to maintain the buffer yard and to replace any trees or shrubs that die.

The Planning Commission may waive or modify the fencing requirement upon a determination that doing so will enhance the overall appearance of the facility without any compromise in safety or security.
 8. Tower Color
Towers shall have a flat gray or galvanized finish unless the Planning Commission determines that another color scheme would be a preferable alternative to address visual mitigation and such scheme is consistent with FCC and FAA standards for antenna structure marking.

Section 4B.8 Maintenance & Removal Bonds

Prior to issuance of a Zoning Certificate, each applicant for a Facility shall be required to execute a standard Maintenance/ Removal agreement binding the applicant and its successors and assigns to properly maintain the exterior appearance of, and to ultimately remove such facilities, upon abandonment or cessation of operations. The applicant shall be required to post a bond for this purpose in accordance with the Department of Engineering, Planning, and Zoning schedule of fees and charges. The applicant shall be required to continue such bond or other security until such time as the facility has been removed and all other requirements of the Maintenance/Removal agreement have been satisfied. Private business users operating a single Facility at their principal place of business and Governmental Users are exempt from this bond requirement.



JEFFERSON COUNTY COMMISSION

124 East Washington Street, P.O. Box 250, Charles Town, WV 25414

Phone: (304) 728-3284 Fax: (304) 725-7916

Web: www.jeffersoncountywv.org

PRESIDENT

Caleb Hildswm

VICE PRESIDENT

Steve Stoliplzer

COMMISSIONER

Clare Atz

COMMISSIONER

Tneza Jackwill

COMMISSIONER

Jane Tabb

December 15, 2022

Ms. Kimberly Sherrod, Attorney-in-Fact
Federal Insurance Company
202B Hall's Mill Road
Whitehouse Station, NJ 08889

RE: Performance Bond #K40492549 dated May 23, 2022, Maintenance and Removal Bond Surety for Potomac Edison Company - Sleepy Hollow Telecommunication Tower (PC File #22-1-SP).

Dear Ms. Sherrod:

The Jefferson County Commission authorizes a complete release of \$200,000.00 from the performance bond amount for Potomac Edison Company - Sleepy Hollow Telecommunication Tower (PC File #22-1-SP). This project is located at 1320 Old Country Club Road in Charles Town, WV. Upon further review of the Maintenance and Removal Bond requirements outlined in the Jefferson County Zoning and Land Development Ordinance, the subject project is *exempt* from the maintenance and removal bond requirement (Section 4B.8).

In summary, you are hereby authorized to fully release the \$200,000.00 for the above referenced Performance Bond, originally issued in amount of \$200,000.00. Please contact the Jefferson County Department of Engineering, Planning & Zoning - Office of Engineering at (304) 728-3257 if you have any questions.

Sincerely,

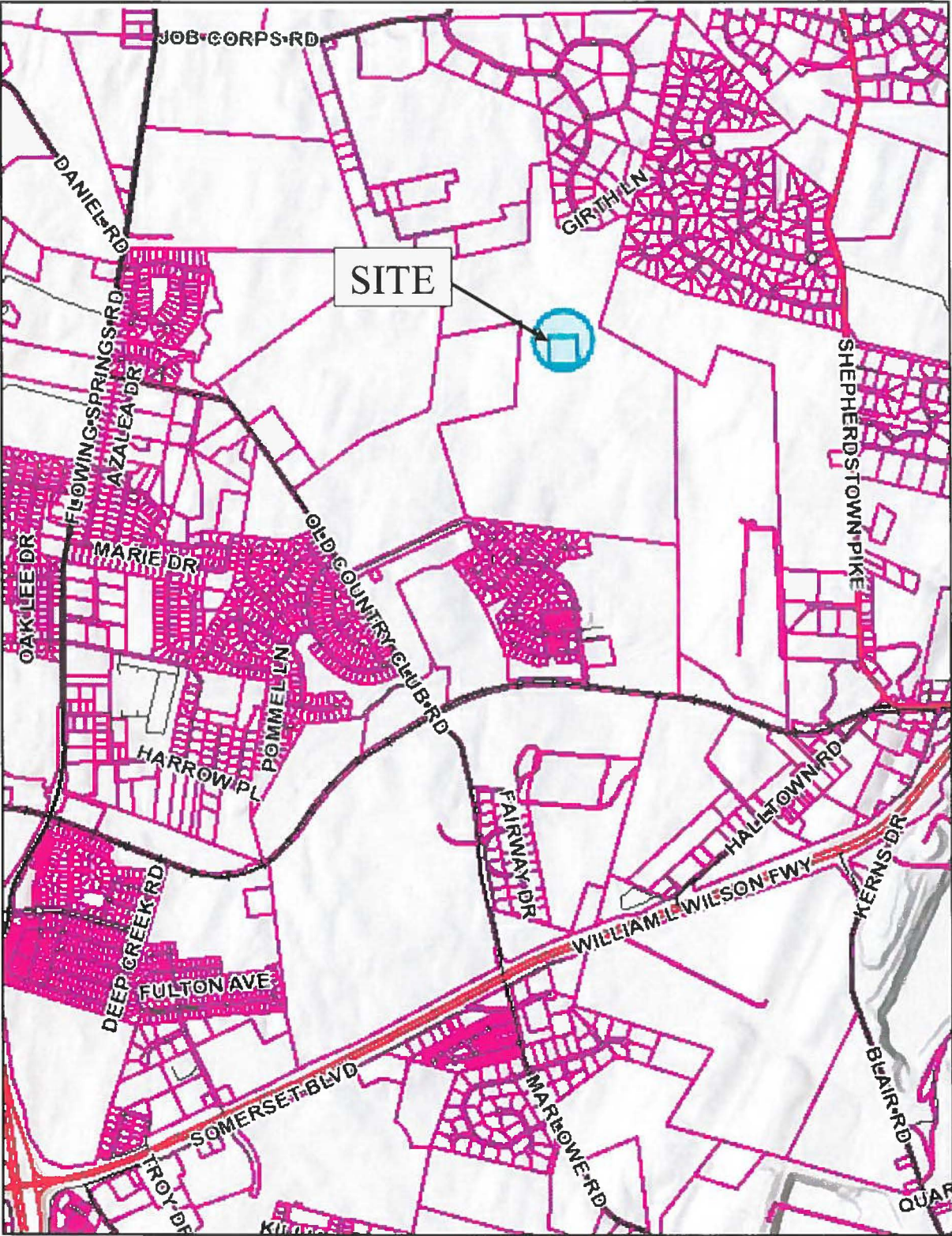
Caleb Hudson, President
Jefferson County Commission

CH:rtb

cc: Potomac Edison Company
76 South Main St
Akron, OH 44308

Department of Engineering, Planning & Zoning
Office of Engineering

Sleepy Hollow (Potomac Edison) Site Location Map



AGENDA REQUEST FORM
www.ietfersoncountywv.org



Name: **Nathan Cochran**

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

Estimation of amount of time needed for appointment:

Date Requested - 1st Choice: **December 15, 2022**

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

Date Requested - 2nd Choice: **December 29, 2022**

Subject (**Wordings 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, Jefferson County Circuit Court Civil Action No. 2022-C-103 and 2022-C-141 and WV Supreme Court No.'s 21-0727, 21-0728, and 21- 0731.
- b. Report by counsel on opioid case and consideration of recent developments in the case (Jefferson County Commission v. Purdue Pharmaceutical, et al. US District Court, Northern District of West Virginia, Civil Action #1:17-0P-45170) and related matters.

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 F N Telephone for conference call N

Contact information:

Email address:

Phone Number:

FOR COMMISSION STAFF USE ONLY- FINANCIAL IMPACT/RECOMMENDATION

not applicable

AGENDA REQUEST FORM
www.ieffersoncountywv.org



Name:

Department or Organization:

Estimation of amount of time needed for appointment: 10 Minutes

Date Requested - 1st Choice:

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

Date Requested - 2nd Choice:

Subject (***Wording to be placed on agenda***): To discuss and approve two outstanding invoices for vendor payment:

- 1 Sandy McDonald
- 2 Miller's Supplies at Work

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***): Motion to release the hold on two outstanding invoices for **Sandy McDonald** for the amount of **\$1,120.00** and **Miller's Supplies at Work** for the amount of **\$4,455.51**

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, January 19, 2023, or as soon thereafter as the Commission may decide:

Board of Zoning Appeals - one (1) three-year term ending January 1, 2026; one (1) unexpired term ending January 1, 2024; and three alternate positions ending January 1, 2024, January 1, 2025, and January 1, 2026, respectively.

Alternates: Alternate members shall have all powers and duties of a regular Board member when sitting on a case and shall continue to participate in the case until a final decision is reached. Alternate members shall serve by rotation based upon seniority of appointment to the Board.

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 pm 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.

Public Comment for Jefferson County Commission meeting December 1, 2022

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

PUBLIC COMMENT-

The Minutes of November 17, 2022 does not include David Tabb's written public comments. This is required!

Finance Director: Does Jefferson County have the \$58M that was transferred to the FY23 budget or is it only on paper?

JCDA is selling property for less than what was invested.

JCDA had to pay the other side for failing to submit discovery.

JCDA wants to acquire more property so they can do the same thing all over again.

The Bardane Business Park has a BIG problem: STORMWATER is non-compliant.

Jefferson County has lost two business (Ox Papermill and Drive Pros), in the last month, and JCDA has done nothing to assist the local business but will give millions to other business for start-up.

Gig Ready: Jefferson County \$500,000.00- not ready to send out proposal (out of time).
Berkeley County \$1,000,000.00- they are ready to award the agreement.

ARPA: Is there any money left?

W.Va. Code §7-1-3u The JCC will need to address this at some point.

JCESA- Ambulance takeover - is the JCC ready? More important is the county residents ready for longer response time, higher cost and more taxes?

Jefferson County Government Internal Unrest: There is going to be a lot more pointing fingers of who did what and when.

PRESENTATION# 6 - Russell Burgess, Director, Jefferson County Information Tech & GIS

- **Funding for County Ambulance Equipment Required for Operations**
Asking for \$197,941.99 additional funding for Ambulance takeover.

PRESENTATION# 8 - Bob Burner, JEFFERSON COUNTY EMS.

- Request for reimbursement of EMS transition project

Why do you need reimbursement for \$12,745.09 when you have \$SM set aside? Why doesn't the agenda sheet reflect the \$35,801.00? The ESA ambulance takeover is getting more expensive every day.

New Business-Assessor requesting additional funding, required by W. Va. Code

This looks like at least one elected official understand and reads W.Va. Code. The JCC needs to address W.Va. Code §7-1-3u

County Administrator Reports

- **Audit and Personnel Actions**

There is no documentation regarding these subjects. Therefore, the JCC can not act upon it.

"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!