

AGENDA
JEFFERSON COUNTY COMMISSION
THIRD QUARTERLY SESSION - JULY-SEPTEMBER 2023
THURSDAY, JULY 6, 2023
9:30 A.M.

County Commission Meeting Room
located at the Old Charles Town Library
200 E. Washington Street, Charles Town, WV

CALL TO ORDER

PRAYER – Pastor William Rowley

PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

- June 15, 2023 Regular Meeting
- June 23, 2023 Special Session

APPROVAL OF ACCOUNTS PAYABLE

- June 22, 2023
- June 29, 2023
- July 6, 2023

APPROVAL OF MANUAL CHECKS

- June 23, 2023
- June 30, 2023
- July 7, 2023

APPROVAL OF REQUISITIONS

- July 6, 2023

APPROVAL OF PAYROLL

- June 23, 2023

ANNOUNCEMENTS

Report if there are changes in the agenda if applicable

PUBLIC COMMENT

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

PRESENTATIONS

1. 9:40 a.m. Angie Banks, Assessor
- Approval of Exonerations
2. 9:50 a.m. Tom Hansen, Sheriff
- Approval of Bailiff New Hire
- Approval of 2023 Cooperative Law Enforcement Agreement between the Jefferson County Sheriff's Department, USDA, US Forest Service LEI, and Harpers Ferry Job Corps Civilian Conservation Center
- Reporting of Civil Service Error & Resultant Personnel Issues
3. 10:15 a.m. Karen Olden, Jefferson County Probate Office
- Closure of Quarterly Probate Estates
4. 10:25 a.m. Brooke Perry, WV Planning Manager, Greenway Engineering
- Request on Behalf of Arcadia Land, Inc. to schedule a public hearing on the proposed Zoning Map Amendment (rezoning) for Phase II of the Harvest Hills Subdivision regarding the subject parcels - identified as District 9, Tax Map 24, Parcel(s) 12 & 13. The subject parcels are located at the terminus of Kephart Drive, off Flowing Springs Road (Rt. 17), approximately 0.5 miles north of the intersection of Shenandoah Junction Road (Rt. 20) and Flowing Springs Road (Rt. 17). This acreage is to be utilized for Phase II of the Harvest Hills Subdivision. The Owner proposes to rezone the entire 352.25± acres (94.63 & 257.62) from Rural (R) to Residential Growth (RG), to allow for the highest and best use of the parcels.
5. 10:35 a.m. Laurel Ziemianski, SWaN Hilltop House Hotel, LLC
- Approval of the Property Tax Increment Financing Application
6. 10:45 a.m. Jennifer Myers, Director, Jefferson County Parks and Recreation
- Presentation from the JCPRC on receiving the 2023 Red Wagon Award from West Virginia's Promise – The Alliance for Youth
7. 10:55 a.m. Luke Seigfried, County Planner
- 2045 Comprehensive Plan Update – Goals and Objective Public Service Announcement
8. 11:05 a.m. Mike Sine, Director, Jefferson County Emergency Services Agency
- Personnel Requests: Promotions, Hiring, Changes in Status
 1. Firefighter/EMT I to Firefighter/AEMT I (1)
 2. Firefighter/EMT II and Transfer from Part-time to Full-time (2)
 3. Technician to Technician-ALS (4)
 - EMS Standbys – Units & Personnel for Jefferson County Fair & Jefferson County Schools, Etc.; Fees/Reimbursement and Entities
9. 11:20 a.m. Nathan Cochran, Assistant Prosecuting Attorney
 - a. 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, MDL 17-md-02804-DAP In Re: National Prescription Opiate Litigation; State of West Virginia ex rel. Patrick Morrissey, Attorney General v. Walgreens Boots Alliance, Inc., et al., Civil Action No. 20-C-82 PNM (W. Va. Cir.Ct. Putnam County) (the "West Virginia AG Action"), pending within In re: Opioid Litigation, Civil Action No. 21-C-9000 (W. Va. Cir. Ct. Kanawha County) and related matters.
 - b. Discussion of legal issues and potential action regarding proposed Solar Text Amendment to the Jefferson County Zoning and Land Development Ordinance, File #ZTA22-01. 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, WV Supreme Court No.'s 21-0727, 21-0728, and 21-0731 and WV Intermediation Court of Appeals No. to be assigned (appeal of Jefferson County Circuit Court Civil Action No. 2022-C-141).

- c. Discussion of Jefferson County Circuit Court cases *Wines v. JCC*, No: CC-19-2023-C-105 and *Elliot v. JCC*, No: CC-19-2023-C-101.
- d. Consider matters involving or affecting the construction planning, or purchase, sale or lease of property.
- e. Discussion of wage issue regarding Deputy Sheriffs.

NEW BUSINESS

10. Discussion of Region 9 Board Vacancy

COUNTY ADMINISTRATOR REPORTS

- Internal Budget Transfers
- Request to approve printing and preparation of ambulance fee invoices for mailing
- Renewal of Lease Agreement with DHHR
- Discussion and Potential Representative Appointment of a County Commissioner or County Administrator to attend the Region 2 West Virginia First Foundation meeting hosted by Berkeley County to vote to appoint a regional director
- ESA Transition
- Close Out of FY22-23
- Beginning of FY23-24
- Commission Meeting Room Policy Discussion
- Private Investigator Contract
- Creation of Fund 61 – County Clerk Election Administration and Fund 62 – County Clerk Real Property E-Recording Act, in accordance with Senate Bill 522 for the Clerk Fee Schedule

COUNTY COMMISSION REPORTS

11. ADJOURN

CORRESPONDENCE AND INFORMATION

2045 Comprehensive Plan Update – Goals and Objectives Public Survey

Letter from the WV Public Service Commission re: Quarterly Disbursement of Wireless Subscriber Fees

Historic Landmarks Commission Nomination Report – Winchester Cold Storage Building

Correspondence/public comments received from the following: David Tabb, Lanae Johnson, Lyn Widmyer, Michael George

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, June 15, 2023

A meeting of the Jefferson County Commission was held on Thursday, June 15, 2023 during the second quarterly session at 6:00pm. The meeting was held via GoToWebinar and in-person. Present were Vice-President Clare Ath, and Commissioners Tricia Jackson, Jennifer Krouse, and Jane Tabb. Also present were Makayla Zofrilli, County Administrator, Cindy Rezmer, Deputy County Administrator, Jacki Shadle, County Clerk and Sorayda Pitts, Administrative Assistant. The archived meeting of the Thursday, June 15, 2023 meeting is available on the Jefferson County Commission website.

PRAYER- Pastor Craig Bush

PLEDGE OF ALLEGIANCE

Commissioner Mrs. Ath led the Pledge of Allegiance.

APPROVAL OF MINUTES

Motion by Mrs. Ath to approve the June 1, 2023 Regular Meeting Minutes. Motion seconded and unanimously approved.

APPROVAL OF PAYROLL

Motion by Mrs. Ath to approve the Payroll for June 9, 2023 in the amount of **\$300,463.55**. Motion seconded and unanimously approved.

APPROVAL OF REQUISITIONS

Motion by Mrs. Ath to approve the requisitions for June 14, 2023 in the amount of **\$15,015.14**. Motion seconded and unanimously approved.

APPROVAL OF ACCOUNTS PAYABLE

CHECK#	VENDOR NAME	AMOUNT
88058	ADAM WARD	\$ 1,315.21
88059	AMANDA JOHNSON	\$ 555.53
88060	AMANDA MASTERS	\$ 98.25
88061	AMERITEL CORP	\$ 244.72
88062	BANK OF CHARLES TOWN	\$ 9.12
88063	BOLAND TRANE SERVICES INC	\$ 4,061.20
88064	BUREAU OF CHILD SUPPORT	\$ 439.85
88065	CAPITAL LIGHTING & SUPPLIES LLC	\$ 15.60
88066	CAPITOL DOOR & HARDWARE CO	\$ 1,235.00
88067	COMPTROLLER OF MARYLAND	\$ 938.13
88068	DAVID EVERETT BOOBER	\$ 479.50
88069	EFTPS IRS TAXES	\$ 99,754.86
88070	EMPOWER RETIREMENT	\$ 5,740.92
88071	FIDELITY POWER SYSTEMS	\$ 6,104.00
88072	FIRST CITIZENS BANK & TRUST CO	\$ 308.45
88073	GUTTMAN OIL CO	\$ 5,468.49
88074	J.C. EHRLICH	\$ 801.41
88075	JEFFERSON SECURITY BANK	\$ 4,075.00
88076	JESSICA GORMONT	\$ 700.21
88077	KAREN OLDEN	\$ 2,919.55
88078	KONE BROOKLYN	\$ 1,918.80
88079	LANGUAGE LINE SERVICES	\$ 10.44
88080	MICHAEL MONAGHAN	\$ 1,081.25
88081	NATIONWIDE RETIREMENT SOLUTIONS	\$ 834.00
88082	POTOMAC EDISON	\$ 33,354.40
88083	R.E. MICHEL CO. LLC	\$ 76.67
88084	RCS SECURITY	\$ 5,037.00
88085	RHONDA GREENHOLTZ	\$ 2,517.09
88086	RICE TIRES CO	\$ 542.92
88087	SHERIFF OF JEFFERSON COUNTY	\$ 24.98
88088	SHERIFF OF JEFFERSON COUNTY	\$ 1,149,164.00
88089	SOFTWARE SYSTEMS INC	\$ 35,120.09
88090	STATE TAX DEPARTMENT	\$ 150.00
88091	TEK ADVISORS LLC	\$ 4,200.00
88092	THE HARTFORD	\$ 2,406.65
88093	THE HARTFORD	\$ 3,520.84
88094	THOMAS HANSEN	\$ 291.00
88095	TRACY P RICE RPR	\$ 33.00

88096		WV DEPUTY SHERIFF RETIREMENT SYSTEM	\$	17,806.19
88097		WV PUBLIC EMPLOYEE RETIREMENT SYSTEM	\$	45,175.44
88098		WV PUBLIC EMPLOYEE RETIREMENT SYSTEM	\$	166.49
88099		WV REGIONAL JAIL & CORRECTION FACILITY AUTH	\$	50,855.50
88100		WVCORP WV COUNTIES SELF INSURANCE RISK POOL	\$	5,000.00
88101		WVCORP WV COUNTIES SELF INSURANCE RISK POOL	\$	5,000.00
88102	FG/009	SHERIFF OF JEFFERSON CO	\$	4,999.68
88103	BS/011	SHERIFF OF JEFFERSON CO	\$	8,103.10
88104	AM/053	SHERIFF OF JEFFERSON CO	\$	1,630.81
TOTAL				\$ 1,514,285.34

- **Motion by Mrs. Ath to approve the Accounts Payable for June 8, 2023 in the amount of \$1,514,285.34. Motion seconded and unanimously approved.**

CHECK#		VENDOR NAME		AMOUNT
88105		APRIL BLAKER	\$	1,763.20
88106		CENTRAL ELEVATOR INSPECTION SERVICES LLC	\$	850.00
88107		DARYLL WIMER	\$	18.72
88108		DAVID WAMPLER	\$	11.48
88109		FEDEX	\$	40.98
88110		FIRST CITIZENS BANK & TRUST CO	\$	682.80
88111		GUTTMAN OIL CO	\$	4,496.02
88112		JEFFREY POLCZYNSKI	\$	218.17
88113		KELSEY STIPANOVIC	\$	3,250.00
88114		REBECCA WESTBROOK	\$	349.77
88115		ROMULO QUEZADA	\$	26.46
88116		SHERIFF OF JEFFERSON COUNTY	\$	5,613.33
88117		SOFTWARE SYSTEMS INC	\$	1,361.32
88118		TYLER PAYTON	\$	5.90
TOTAL				\$ 18,688.15

- **Motion by Mrs. Ath to approve the Accounts Payable for June 15, 2023 in the amount of \$18,688.15. Motion seconded and unanimously approved.**

APPROVAL OF MANUAL CHECKS

9-Jun-23

		OTHER FUNDS		
Check#	Fund	VENDOR		Amount
855	HD/8	SHERIFF OF JEFFERSON CO		\$ 922.57
1070	AV/56	ESRI		\$ 22,700.00
1828	CO/246	IPC TECH		\$ 8,061.58
205	AR/207	CITIZENS VOLUNTEER FIRE CO		\$ 3,400.00
206	AR/207	SHERIFF OF JEFFERSON CO		\$ 12,563.82
964	CW/O59	WV STATE AUDITOR		\$ 2,455.00
402	WV369	WVDSRF		\$ 853.00
TOTAL				\$ 50,955.97

- **Motion by Mrs. Ath approve the Manual Checks for June 9, 2023, in the amount of \$50,955.97. Motion seconded and unanimously approved.**

16-Jun-23

		OTHER FUNDS		
Check#	Fund	VENDOR		Amount
856	HD/8	ALLIED UNIVERSL ELEC MONTRNG		\$ 3,401.60
857	HD/8	CORNERSTONE DIAGNOSTICS		\$ 744.00
858	HD/8	US BANK		\$ 91.00
859	HD/8	US BANK		\$ 242.50
1071	AV/56	PRINT-O-STAT		\$ 190.00
1072	AV/56	SEGRA		\$ 616.00
1073	AV/56	US BANK		\$ 1,779.35
207	AR/207	US BANK		\$ 1,785.88
1829	CO/246	US BANK		\$ 1,187.88
1830	CO/246	US BANK		\$ 4,235.00
1831	CO/246	US BANK		\$ 5,650.56
1832	CO/246	US BANK		\$ 585.22
1833	CO/246	US BANK		\$ 946.98
1834	CO/246	US BANK		\$ 1,666.87
1402	IP/249	SHERIFF JEFFERSON CO -SCHODL		\$ 58.00
1403	IP/249	SHERIFF JEFFERSON CO - LAW		\$ 16,961.86
1404	IP/249	SHERIFF JEFFERSON CO - PARKS		\$ 58,388.94
1405	IP/249	SHERIFF JEFFERSON CO - EMS		\$ 6,152.15
1406	IP/249	SHERIFF JEFFERSON CO - ADMIN		\$ 2,728.37

965	CW/O59	TOTAL ID SOLT.	\$	807.00
TOTAL				\$ 108,219.16

- **Motion by Mrs. Ath approve the Manual Checks for June 16, 2023, in the amount of \$108,219.16. Motion seconded and unanimously approved.**

PUBLIC COMMENT: Marc Petitpierre, Denise Nick, Mel Cline, Michael George and David Tabb.

PRESENTATIONS

1. Victor Lupis-Sheriff- Requested the approval to hire new Deputy

- **Motion by Mrs. Ath to approve the hire of Thomas Duncan as a certified probationary deputy with a starting salary of \$52,500 with a 80 hour work week. Start date would be July 17, 2023. Motion seconded and unanimously approved.**

2. Angie Banks-Assessors- Requested

a. Approval of Signatures for the Assessor’s Certificates of Oaths

NO ACTION NEEDED

b. Approval of New Hire

- **Motion by Mrs. Tabb to approve the advertisement for an office clerk in the Assessor’s office. Motion seconded and unanimously approved.**

3. Nikki Painter-Elections- Requested approval of HAVA Suh-Grant Agreement.

- **Motion by Mrs. Tabb to approve the HAVA Grant Agreement as presented. Motion seconded and unanimously approved.**

4. Rebecca Hall -Prosecuting Attorney's Office Victim Assistance Program- Requested the approval of the 2023-2024 VOCA Federal Grant application.

- **Motion by Mrs. Ath to approve the President of the Commission to sign the 2023-2024 VOCA Federal Grant application. Motion seconded and unanimously approved.**

5. Kelly Franklin- Jefferson Day Report Center- Requested approval of FY2024 West Virginia Community Corrections Grant Contract & Resolution.

- **Motion by Mrs. Tabb to approve the Vice-President to sign the FY2024 West Virginia Community Corrections Grant Contract & Resolution. Motion seconded and unanimously approved.**

6. Toni Milbourne-President of Jefferson County Parks & Recreation Board requested additional funding to conduct an Aquatic feasibility study for Jefferson County.

NO ACTION TAKEN

7. Spencer Fraiser- Jefferson County IT Dept.- Requested approval to hire Information Technology Support/Helpdesk Technician Level 1.

- **Motion by Mrs. Tabb to approve the hire of Christopher Montemurno for the position of Information Technology Support/Helpdesk Technician Level 1 at salary of \$37,500 per year, full time employee and a start date of June 29, 2023. Motion seconded and unanimously approved.**

8. Roger Goodwin-Jefferson County Department of Engineering, Planning and Zoning- Requested

- a. Complete bond release for Roderick Plane, LLC-Aspen Greens Subdivision, Phase IA (File #07-15)

- **Motion by Mrs. Tabb to approve the complete bond release of Performance Bond No. 1000956765 with United States Surety Company in the amount of \$57,750.00 for the Roderick Plane, LLC-Aspen Greens**

Subdivision, Phase IA (File #07-15). Motion seconded and unanimously approved.

b. Approval to advertise for building Inspector Position

- **Motion by Ms. Jackson to approve advertising for the position of Building Inspector in the Department of Engineering, Planning & Zoning. Motion seconded and unanimously approved.**

c. Approval to advertise for Land Development Inspector position

- **Motion by Mrs. Ath to approve advertising for the position of Land Development Inspector in the Department of Engineering, Planning & Zoning. Motion seconded and unanimously approved.**

d. Approval to amend Parks and Recreation Impact fees-FY2023 Capital Improvement plan.

- **Motion by Mrs. Tabb to approve the Parks & Recreation-FY2023 Capital Improvement Plan-Park and Recreation Amendment No. 1 as presented. Motion seconded and unanimously approved.**

9. Makayla Zonfrilli-County Administrator- Jefferson County Emergency Services Agency- Requested approval of Ambulance Transmission repair invoice.

- **Motion by Mrs. Tabb to approve the Ambulance repair invoice of \$12,998.74 and funded by ARPA Fund: EMS System allocation. Motion seconded and unanimously approved.**

10. Laura Kuhn-Jefferson County Fleet & Facilities, Chief Deputy Victor Lupis- Jefferson County Sheriff Department and Eric Ahalt-Enterprise Fleet Management- Requested approval to transition the County's Fleet to Leased Fleet.

- **Motion by Mrs. Ath to approve the Director of Fleet & Facilities Management to move forward with exploring options and receiving quotes for the transition of the County's fleet from purchased vehicles to a leased vehicle program through Enterprise Fleet Management. Motion seconded and unanimously approved.**

11. Cindy Rezmer- Deputy County Administrator- Requested

- a. Review and Approval of WVCORP Insurance Renewal 2023
 - **Motion by Mrs. Ath to approve the FY23 risk and worker's compensation plan renewal from WVCORP Risk Pool with a \$70,659.00 increase under the Commission and with an increase of \$14,920.00 for the Emergency Service Agency. Motion seconded and unanimously approved.**
- b. Review and Approval of ERISA/ACA Wrap SPD Renewal
 - **Motion by Mrs. Ath to approve that Millennium Insurance Group provide the ERISA Wrap SPD for Medical/ RX and all ancillaries for a fee of \$250.00. Motion seconded and unanimously approved.**

12. Nathan Cochran- Prosecuting Attorney's Office-

- a. 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, MDL 17-md-02804-DAP In Re: National Prescription Opiate Litigation; State of West Virginia ex rel. Patrick Morrissey, Attorney General v. Walgreens Boots Alliance, Inc., et al., Civil Action No. 20-C-82 PNM (W. Va. Cir.Ct. Putnam County) (the "West Virginia AG Action"), pending within In re: Opioid Litigation, Civil Action No. 21-C-9000 (W. Va. Cir. Ct. Kanawha County) and related matters.
- b. Discussion of legal issues and potential action regarding proposed Solar Text Amendment to the Jefferson County Zoning and Land Development Ordinance, File #ZTA22-01. 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.
- c. Discussion of Jefferson County Circuit Court case Wines v. JCC, No: CC-19-2023-C-105
- d. Review, discussion, and potential adoption of Commission leave policy as assigned to counsel.
- e. Consider matters involving or affecting the construction planning, or purchase, sale or lease of property.

f. Discussion of wage issue regarding Deputy Sheriffs.

- **Motion by Mrs. Ath to enter into Executive Session to receive legal advice and status updates on items 12a, b and f. Motion seconded and unanimously approved.**
- **Motion by Mrs. Ath to come out of Executive Session and reconvene in regular session. Motion seconded and unanimously approved.**
- **Motion by Mrs. Tabb to have the Vice President of the Commission to sign the current settlement agreement for Mylan Pharmaceuticals Inc.**

UNFINISHED BUSINESS

13. Review and Discussion of Ambulance Fee Ordinance

- **Motion by Mrs. Tabb to approve updates to Ambulance Service Fee ordinance. Motion failed on a 2-2 vote with Commissioner Ath and Commissioner Tabb voting for it and Commissioner Jackson and Commissioner Krouse opposing.**

14. Discussion of July 6, 2023 County Commission Meeting

It was the consensus of the Commission to have the July 6, 2023 Commission Meeting. Motion seconded and unanimously approved.

NEW BUSINESS

15. Private Investigator Contract-

It was the consensus of the Commission to revisit this item at the next meeting and have Director Jeff Polczynski present and answer questions. Motion seconded and unanimously approved.

16. Wage equity distribution- Public Safety Dispatcher-

- **Motion by Mrs. Ath to approve the wage equity increase for Amanda Jackson, Public Safety Dispatcher from \$46,347.00 to \$48,492.96, effective June 15, 2023. Motion seconded and unanimously approved.**

17. Post-probationary period salary increase-Systems Application Administrator-

- **Motion by Mrs. Ath to approve the post-probationary period salary increase for Damien Hart- Systems Application Administrator to \$65,100.00(\$31.2980 per hour). Effective June 15, 2023. Motion seconded and unanimously approved.**

COUNTY ADMINISTRATOR REPORT

- Human Resources Employee Recognition Fund
 - **Motion by Mrs. Tabb to establish a Human Resources Employee Recognition Fund as a reallocation from the Salaries and Wages out of the Commission's FT24 budget, in the amount of \$6,950.00 for the purpose of fostering a positive workplace environment through employee engagement and appreciation efforts to recruit new and retain current highly-valued and specialized staff. Motion seconded and unanimously approved.**

- ESA Update:

The ESA transition is well underway with all of the updated license paperwork sent to the four different licensing agencies. CoxHollidaYoung is working with the County to migrate employees to the Tyler Munis Payroll system.

- ARPA Report:

Ms. Zonfrilli supplied an ARPA report to the Commission from the previous CFO dated June of 2022. Ms. Zonfrilli will be working on reconciliation and updates to the ARPA reporting and record keeping to determine the remaining balance of the ARPA funds.

- Budget Director Job Description-Request to Update

NO MOTION NEEDED

- Budget Director-Request to Hire
 - **Motion by Mrs. Ath to approve the hire of Bessie Nelson for the Budget Director position with a start date of June 26, 2023 at a salary of \$72,000.00 as part of the salary range for Grade 7 for 80 hours per week which is a minimum of \$58,870.00 to a maximum of \$94,192.00. Motion seconded and unanimously approved.**

18. Adjourn

The Commission adjourned at 8:52 pm on a motion by Mrs. Ath. Motion was seconded and unanimously approved.

Steve Stolipher, 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 June 23 2023, beginning at 9:30 am

PRESENT: Steve Stolipher, President
Tricia Jackson, Commissioner
Jane Tabb, Commissioner
Jennifer Krouse, Commissioner
Makayla Zonfrilli, County Administrator
Cindy Rezmer, Deputy County Administrator
Sorayda Pitts, Administrative Assistant

In re: Special Session –Discussion on approvals for budget transfers for FY22-23 for budget submission to the state and Discussion, interviews and possible appointment of new County Commissioner.

The meeting was called to order at 9:30 am by President Stolipher.

- **Motion by Mr. Stolipher to approve the budget transfers for FY22-23 as presented for budget submission to the state. Motion seconded and unanimously approved.**

- **The Commission interviewed the following applicants: Keith Lowery, Matthew McKinney, Michael Mood, Isabel Simon and Jack Hefestay. Once the interviews were completed, the following nominations were made:**
 - **Mrs. Krouse offered her nomination for Isabel Simon. Mrs. Simon received two votes (Commissioners Krouse and Jackson)**
 - **Mrs. Tabb offered her nomination for Matthew McKinney. Mrs. McKinney received two votes (Commissioners Tabb and Stolipher)**

After the voting ending in a tie 2-2, The Jefferson County Republican Executive Committee will choose three candidates of their choosing and present their choices to the Commission.

There being no further business, the meeting adjourned at 11:41 pm.

Steve Stolipher, PRESIDENT

Respectively Submitted:

Sorayda Pitts Administrative Assistant

REQUISITIONS TO BE APPROVED

July 6, 2023

DEPARTMENT	Requisition No.	AMOUNT	VENDOR	DESCRIPTION
OTHER BUILDINGS	23140	\$ 12,154.54	FIDELITY POWER SYSTEMS	Generator Service
EMERGENCYT COMM.	23130	\$ 69,919.70	MOTOROLA SOLUTIONS	Control Center Console
GRAND TOTAL		\$ 82,074.24		

DESCRIPTION	FUND 001 CO.		TOTAL
Gross Wages	\$436,461.34		\$436,461.34
6.2% Tax Payable OASDI	\$26,004.43		\$26,004.43
1.45% Tax Payable HI	\$6,081.65		\$6,081.65
Fed Withholding	\$34,226.28		\$34,226.28
WV State Withholding	\$13,707.11		\$13,707.11
VA State Tax	\$399.52		\$399.52
MD State Tax	\$901.91		\$901.91
PERS Retirement Deduct 4.5%	\$8,511.96		\$8,511.96
PERS Retirement Deduct 6%	\$7,884.46		\$7,884.46
DSRS Retirement Deduct 8.5%	\$6,793.07		\$6,793.07
EMS Retirement Deduct 8.5%	\$1,279.28		\$1,279.28
Hosp. Pre-Taxed	\$15,016.00		\$15,016.00
D/VF	\$1,670.13		\$1,670.13
AFLAC Pre-Taxed	\$348.93		\$348.93
AFLAC Post-Taxed	\$803.62		\$803.62
Optional Life Post-Taxed	\$1,747.67		\$1,747.67
Wage Attach #1	\$439.85		\$439.85
Wage Attach #2	\$150.00		\$150.00
Wage Attach #3	\$0.00		\$0.00
Wage Attach #4	\$0.00		\$0.00
457 - Nationwide	\$834.00		\$834.00
457I - Empower	\$4,313.35		\$4,313.35
457R - Roth	\$1,425.38		\$1,425.38
Christmas Club	\$4,075.00		\$4,075.00
Colonial(Plus)	\$47.84		\$47.84
Uniforms	\$0.00		\$0.00
Total Deductions	\$136,661.44	\$0.00	\$136,661.44
Net Wages Total	\$299,799.90	\$0.00	\$299,799.90
Payroll Date	June 23, 2023		

**JEFFERSON COUNTY COMMISSION
AGENDA REQUEST FORM**

Name: Angela Banks, Assessor

Department or Organization: Jefferson County Assessor's Office

Commission Meeting Date: July 7, 2023

Special Meeting Date (if necessary):

Subject (wording to be placed on agenda):

Approval of Exonerations

Please provide a description of your request or presentation, including any background information:

Type of Request: (Funding/Hiring):

Funding/Salary/Hourly Amount:

Name of Hire (if Applicable):

Grade/Step/Hours (PT/FT):

Start Date (beginning of pay period):

Post Probationary Increase (If applicable):

Any Additional Conditions of Employment or Funding Comments:

Recommended Motion (type out wording of the motion 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 Internet/Wi Fi: Conference/Video No

Contact Information:
Email Address:

Phone Number:

**JEFFERSON COUNTY COMMISSION
AGENDA REQUEST FORM**

Additional Comments Page:

**JEFFERSON COUNTY COMMISSION
AGENDA REQUEST FORM**

Name: Tom Hansen

Department or Organization: Sheriff's Office

Commission Meeting Date: July 6, 2023

Special Meeting Date (if necessary):

Subject (wording to be placed on agenda):

Bailiff New Hire
Reporting of Civil Service Error
Personnel Issues stemming from error (executive session)

Please provide a description of your request or presentation, including any background information:

Requesting permission to hire a new Part-time Bailiff

The Civil Service Commission made a mathematical error that impacted promotions within the Sheriff's Office

The Sheriff's Office is requesting an executive session to discuss personnel issues stemming from the civil service error

Type of Request: (Funding/Hiring): Hiring

Funding/Salary/Hourly Amount: 17.00

Name of Hire (if Applicable): Romelda Porter

Grade/Step/Hours (PT/FT): PT

Start Date (beginning of pay period): July 17, 2023

Post Probationary Increase (If applicable):

Any Additional Conditions of Employment or Funding Comments:

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

I move to approve the hire of Romelda Porter as a part-time bailiff at \$17.00 per hour beginning July 17, 2023.

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

If not attached, explain:

Is equipment needed? Projector Internet/Wi Fi: Conference/Video No

Contact Information: Debbie Lowe

Phone Number: 304-728-3205

Email Address: dlowe@jeffersoncounty-wv.org

**JEFFERSON COUNTY COMMISSION
AGENDA REQUEST FORM**

Name: Tom Hansen, Sheriff

Department or Organization: Jefferson County Sheriff's Office

Commission Meeting Date: July 6, 2023

Special Meeting Date (if necessary):

Subject (wording to be placed on agenda):

Approval of the 2023 Cooperative Law Enforcement Agreement between the Jefferson County Sheriff's Department, the USDA, US Forest Service LEI, and Harpers Ferry Job Corps Civilian Conservation Center

Please provide a description of your request or presentation, including any background information:

Annual agreement needs approval and signature by the President of the Commission.

Type of Request: (Funding/Hiring):

Funding/Salary/Hourly Amount:

Name of Hire (if Applicable):

Grade/Step/Hours (PT/FT):

Start Date (beginning of pay period):

Post Probationary Increase (If applicable):

Any Additional Conditions of Employment or Funding Comments:

Recommended Motion (type out wording of the motion 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 Internet/Wi Fi: Conference/Video No

Contact Information:

Phone Number:

Email Address:

**JEFFERSON COUNTY COMMISSION
AGENDA REQUEST FORM**

Additional Comments Page:

County Commission

The 2023 Law Enforcement agreement for Harpers Ferry Job Corps.

There were changes made to the agreement:

III. THE COUNTY SHALL:

L: Coordinate with the Center Staff and other local groups to stage an active shooter drill to be practiced at the Center at least once yearly. USDA Law Enforcement is no longer responsible for providing active shooter training.

IV. THE U.S. FOREST SERVICE LAW ENFORCEMENT INVESTIGATIONS SHALL: (when on scene/center)

B. Report sexual assaults immediately to the Sheriff's Department. Then a notification to Forest Service Law Enforcement Investigators. Report other significant criminal incidents to law enforcement authorities as required by state and local law. This is because those crimes need immediate attention and the local Forest Service LEO might be on off days or vacation, and this crime would not be receiving the correct attention.

C. Secure and maintain chain of custody of any illegal drugs, drug paraphernalia, contraband, may assist in taking custody of dangerous weapons, or any other evidence of a crime until the County responds and takes custody. Because if the weapon is personal property and not involved in a crime, Forest Service LEI will not assume custody in the majority of circumstances.

Principal U.S. Forest Service Contacts:

U.S. Forest Service JCCCC Contact	U.S. Forest Service Administrative Contact
Shawn L. Miller 146 Buffalo Drive Harpers Ferry WV 25425 Telephone: 304-724-3421 FAX: 304-728-8200 Email: shawn.miller@usda.gov	Brian Boushey 146 Buffalo Drive Harpers Ferry WV 25425 Telephone: 304-724-3434 FAX: 304-728-8200 Email: brian.boushey@usdas.gov
U.S. Forest Service LEI Contact	U.S. Forest Service Administrative Contact

Jason Haberberger 4 Farm Colony Drive Warren, PA 16365 Telephone: 814-728-6296 Email: Jason.haberberger@usda.gov	Eddie Bell 1400 Independence Ave, SW, Mailstop 1138 Washington, DC 20250 Telephone: 602-694-1060 Email: eddie.bell@usda.gov
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Thank you for your continued support of the Harpers Ferry Job Corps Center.

Brian T. Boushey

Safety Officer

Harpers Ferry Job Corps

146 Buffalo Drive

Harpers Ferry WV 25425

Phone: (304)724-3434

Cell: (304)-620-2288



FS Agreement No. _____

Cooperator Agreement No. _____

COOPERATIVE LAW ENFORCEMENT AGREEMENT
Between The
JEFFERSON COUNTY SHERIFF'S DEPARTMENT
And The
USDA, FOREST SERVICE
REGION NINE LAW ENFORCEMENT AND INVESTIGATION
And
HARPERS FERRY JOB CORPS CIVILIAN CONSERVATION CENTER

This COOPERATIVE LAW ENFORCEMENT AGREEMENT ("Agreement") is entered into by and between the Jefferson County Sheriff's Department, hereinafter referred to as "the County," the USDA, Forest Service, Region Nine Law Enforcement and Investigation, hereinafter referred to as the "U.S. Forest Service LEI" and the USDA, Forest Service, Harpers Ferry Job Corps Civilian Conservation Center, hereinafter referred to as the "Harpers Ferry JCCCC" or "Center" under the provisions of the Cooperative Law Enforcement Act of August 10, 1971, Pub. L. 92-82, 16 U.S.C. 551a and Subtitle C of the Workforce Investment Act of 1998 (WIA), Job Training Partnership Act, Title IV, 29 CFR 638.540 29 USC 1698 and the Policy Requirements Handbook (PRH-3:2.12).

Background: The U.S. Forest Service recognizes that criminal activity that may occur at Harpers Ferry JCCCC falls under the jurisdiction of the County under State and local laws. The U.S. Forest Service Law Enforcement Officer (LEO) will assist the County in the enforcement of these laws as needed. Cooperation between the three parties will provide and enhance the safety of the students and Center staff at the Harpers Ferry JCCCC.

Title: Jefferson County Sheriff's Department Cooperation

I. PURPOSE:

The purpose of this agreement is to document a cooperative effort between the parties to enhance State and local law enforcement in connection with activities on Harpers Ferry JCCCC lands.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The Mission of the U.S. Forest Service Job Corps Civilian Conservation Centers is to train eligible youth in the educational, social and vocational skills; while assisting the conservation of the Nation's natural resources and contributing value to our communities.

This partnership is in line with the Agency's mission and Department of Labor -- Office of Job Corps guidance. This partnership will also assist the County in its efforts to take a proactive approach to law enforcement by exposing and educating youth to positive law enforcement activities. Now therefore, the parties hereby mutually agree that it is desirable to



cooperate in better utilizing the resources of agencies, while providing for more adequate protection of persons and property.

In consideration of the above premises, the parties agree as follows:

III. THE COUNTY SHALL:

- A. Ensure that the officers/agents of the County performing law enforcement activities under this agreement meet the same standards of training required of the officers/agents in their jurisdiction, or the State Peace Officers Standards of Training where they exist.
- B. Advise the U.S. Forest Service Principal Contacts, listed in Provision VI-D, of any suspected criminal activities in connection with activities on Harpers Ferry JCCCC lands and facilities.
- C. Refer students under the age of 18 years old (juveniles) involved in criminal activity to the State Juvenile Justice System when deemed appropriate.
- D. Apprehend and transport persons charged to a detention facility when warranted.
- E. Release students to the Harpers Ferry JCCCC principal contact or other Harpers Ferry JCCCC staff as needed.
- F. Provide the U.S. Forest Service LEI contact, listed in Provision VI-D, with case reports and timely information relating to incidents/crimes in connection with activities on Harpers Ferry JCCCC lands and facilities.
- G. Give the U.S. Forest Service or Comptroller General, through any authorized representative, access to and the right to examine all records related to this agreement. As used in this provision, "records" include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- H. Comply with all Federal statutes relating to nondiscrimination and all applicable requirements of all other Federal laws, Executive Orders, regulations, and policies. These include, but are not limited to Sections 119 and 504 of the Rehabilitation Act of 1973 as amended, which prohibits discrimination on the basis of race, color, religion, sex, age, national origin, marital status, familial status, sexual orientation, participation in any public assistance program, or disability.
- I. Provide assistance to U.S. Forest Service LEI personnel when requested.
- J. Provide K-9 units to periodically conduct searches at the Harpers Ferry JCCCC. If training opportunities are necessary, then the County will work with both the Harpers Ferry JCCCC and the U.S. Forest Service LEI contacts listed in Provision IV-B for



scheduling and required parameters for training sessions separate from requested contraband item searches.

- K. Routinely patrol the Harpers Ferry JCCCC or make other efforts for a visible presence at the Center.
- L. Coordinate with the Center Staff and other local groups to stage an active shooter drill to be practiced at the Center at least once yearly.

**IV. THE U.S. FOREST SERVICE LAW ENFORCEMENT INVESTIGATIONS SHALL:
(when on scene/center)**

- A. Advise the Principal Contacts, listed in Provision VI-D, of any suspected criminal activities in connection with activities on Harpers Ferry JCCCC lands and facilities.
- B. Report sexual assaults immediately to the Sheriff's Department. Then a notification to Forest Service Law Enforcement Investigators. Report other significant criminal incidents to law enforcement authorities as required by state and local law.
- C. Secure and maintain chain of custody of any illegal drugs, drug paraphernalia, contraband, may assist in taking custody of dangerous weapons, or any other evidence of a crime until the County responds and takes custody.
- D. Cooperate with the County as requested.
- E. Investigate any damage or theft to government property.
- F. Investigate any threats or assaults against Federal Employees (Center Staff).
- G. U.S. Forest Service LEI personnel may assist Harpers Ferry JCCCC Management in maintaining the Zero Tolerance Policy, and other prohibited activities for the safety and security of students and staff by conducting general inspections according to policy (PRH: 5.4-2, R6). This may include maintaining secure custody of any dangerous weapon owned by a student that is not part of a criminal activity but has been confiscated by the Harpers Ferry JCCCC Management.
- H. Coordinate with the Principal Contacts, listed in Provision VI-D, and other local groups to stage an active shooter drill to be practiced at the Center at least once yearly.

V. THE U.S. FOREST SERVICE JOB CORPS CIVILIAN CONSERVATION CENTER SHALL:

- A. Advise immediately the Principal Contacts, listed in Provision VI-D, of any suspected criminal activities in connection with activities on Harpers Ferry JCCCC lands and



facilities.

- B. Discipline any students for fighting according to the DOL Job Corps Policy and Requirements Handbook, and notify the County if a student wishes to file charges. Notify U.S. Forest Service LEI of incident.
- C. Discipline any minor student under the influence or in possession of alcohol or tobacco products according to the Job Corps Policy and Requirement Handbook.
- D. As the Harpers Ferry JCCCC has a zero-tolerance policy for dangerous weapons, if such weapons have not been involved in a crime, the Harpers Ferry JCCCC will secure and maintain chain of custody of any dangerous weapons until the student's designated person can take custody and remove the weapon from the facility and grounds. If the Harpers Ferry JCCCC is unable to provide a secure location, they may ask that the U.S. Forest Service LEI maintain custody until able to release to the appropriate individual.
- E. Cooperate with the County and/or the U.S. Forest Service LEI as requested.
- F. Make available any known student or staff member for interviewing as policy and the laws allow.
- G. Provide students with transportation to any Court Hearings as requested.
- H. Provide transportation to any student released on an Own Recognizance Bond back to the Harpers Ferry JCCCC facility.
- I. Provide open access to the grounds and facilities at the JCCCC for training purposes (such as K-9 units) to either the U.S. Forest Service LEI office or the County.
- J. Coordinate with the U.S. Forest Service LEI, the County and other local groups to stage an active shooter drill to be practiced at the Center at least once yearly.

VI. IT IS MUTUALLY UNDERSTOOD AND AGREED UPON BY AND BETWEEN THE PARTIES THAT:

- A. Students can be charged under Federal law for threatening or providing false information to a U.S. Forest Service employee (Center Staff).
- B. U.S. Forest Service employees (Center Staff) are subject to internal investigations of alleged federal criminal violation by the Office of Inspector General (OIG).
- C. The parties will make themselves available, when necessary to provide for continuing consultation, exchange information, aid in training and mutual support, discuss the conditions covered by this agreement and agree to actions essential to fulfill its purposes.



D. The principal contacts for this agreement are:

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Tom Hansen, Sheriff 102 Industrial Blvd Kearneysville, WV 25430 Telephone: 304-728-3205 Email: thansen@jcsdvw.com	Tom Hansen, Sheriff 102 Industrial Blvd Kearneysville, WV 25430 Telephone: 304-728-3205 Email: thansen@jcsdvw.com

Principal U.S. Forest Service Contacts:

U.S. Forest Service JCCCC Contact	U.S. Forest Service Administrative Contact
Shawn L. Miller 146 Buffalo Drive Harpers Ferry WV 25425 Telephone: 304-724-3421 FAX: 304-728-8200 Email: shawn.miller@usda.gov	Brian Boushey 146 Buffalo Drive Harpers Ferry WV 25425 Telephone: 304-724-3434 FAX: 304-724-8200 Email: brian.boushey@usdas.gov
U.S. Forest Service LEI Contact	U.S. Forest Service Administrative Contact
Jason Haberberger 4 Farm Colony Drive Warren, PA 16365 Telephone: 814-728-6296 Email: Jason.haberberger@usda.gov	Eddie Bell 1400 Independence Ave, SW, Mailstop 1138 Washington, DC 20250 Telephone: 602-694-1060 Email: eddie.bell@usda.gov

- E. This agreement has no effect upon the County’s right to exercise civil and criminal jurisdiction on NFS or Harpers Ferry JCCCC lands nor does this agreement have any effect upon the responsibility of the U.S. Forest Service for the enforcement of federal laws and regulations relative to NFS & Harpers Ferry JCCCC lands or facilities.

- F. The officers/agents of the County performing law enforcement activities under this agreement are, and shall remain, under the supervision, authority, and responsibility of the County. Law enforcement provided by the County and its employees shall not be considered as coming within the scope of federal employment and none of the benefits of federal employment shall be conferred under this agreement.



- G. Federal Communication Commission procedures will be followed when operating radio(s) on either party's frequency.
- H. NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service, Harpers Ferry JCCCC, or the County is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the U.S. Forest Service Contacts, at the addresses specified in the Agreement.

To County, at the County's address shown in the Agreement or such other address designated within the Agreement.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- I. PARTICIPATION IN SIMILAR ACTIVITIES. This Agreement in no way restricts the U.S. Forest Service, Harpers Ferry JCCCC or the County from participating in similar activities with other public or private agencies, organizations, and individuals.
- J. NONBINDING AGREEMENT. This Agreement creates no right, benefit, or trust responsibility, substantive or procedural, enforceable by law or equity. The parties shall manage their respective resources and activities in a separate, coordinated and mutually beneficial manner to meet the purpose(s) of this Agreement. Nothing in this Agreement authorizes any of the parties to obligate or transfer anything of value beyond services.

Specific, prospective projects or activities that involve the transfer of funds, property, and/or anything of value beyond services to a party requires the execution of separate agreements and are contingent upon numerous factors, including, as applicable, but not limited to: agency availability of appropriated funds and other resources; cooperator availability of funds and other resources; agency and cooperator administrative and legal requirements (including agency authorization by statute); etc. This Agreement neither provides, nor meets these criteria. If the parties elect to enter into an obligation agreement that involves the transfer of funds, property, and/or anything of value beyond services to a party, then the applicable criteria must be met. Additionally, under a prospective agreement, each party operates under its own laws, regulations, and/or policies, and any Forest Service obligation is subject to the availability of appropriated funds and other resources. The negotiation, execution, and administration of these prospective agreements must comply with all applicable law.

Nothing in this Agreement is intended to alter, limit, or expand the agencies' statutory and regulatory authority.



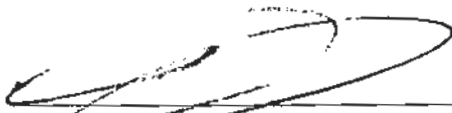
- K. **FREEDOM OF INFORMATION ACT (FOIA)**. Public access to agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552).
- L. **TEXT MESSAGING WHILE DRIVING**. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately-owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
- M. **PUBLIC NOTICES**. It is the U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. The County is/are encouraged to give public notice of the receipt of this agreement and, from time to time, to announce progress and accomplishments.
- The County may call on the U.S. Forest Service's Office of Communication for advice regarding public notices. The County is/are requested to provide copies of notices or announcements to the U.S. Forest Service Program Manager and to The U.S. Forest Service's Office of Communications as far in advance of release as possible.
- N. **TERMINATION**. Any of the parties, in writing, may terminate this Agreement in whole, or in part, at any time before the date of expiration.
- O. **DEBARMENT AND SUSPENSION**. The County shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should County or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.
- P. **MODIFICATIONS**. Modifications within the scope of this Agreement must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes




being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change.

Q. COMMENCEMENT/EXPIRATION DATE. This Agreement is executed as of the date of the last signature and is effective through June 30, 2023 at which time it will expire, unless extended by an executed modification, signed and dated by all properly authorized, signatory officials.

R. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this MOU. In witness whereof, the parties hereto have executed this MOU as of the last date written below.


Thomas H. Hansen, Sheriff
Jefferson County Sheriff's Department

6/27/23
Date


Shawn E. Miller, Center Director
U.S. Forest Service, Harpers Ferry JCCC

6/27/2023
Date

JEFFERSON COUNTY WV
County Commissioner

Date

MICHAEL LOFTON
Digitally signed by
MICHAEL LOFTON
Date: 2023.06.29
10:23:28 -05'00'

6/29/2023

MICHAEL LOFTON
Special Agent in Charge, Region 9

Date

The authority and format of this agreement have been reviewed and approved for signature.

EDDIE W. BELL
U.S. Forest Service Grants & Agreements Specialist

Date



Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: Karen Olden

Department or Organization: Jefferson County Probate Office

Estimation of amount of time needed for appointment: 15 minutes

Date Requested – 1st Choice:

If a specific date is needed, please provide reason for specific date: 7/6/23

Close Quarterly Probate Estates

Subject (Wording to be placed on agenda):

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

Close 3rd Qtr. Probate Estates. Approve Estates that have been opened since April 6, 2023 County Commission meeting.

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: will provide after Probate cut off date for Estates 7/3/23

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

Contact information:

Email address: KOlden@jeffersoncountywv Phone Number: 304-728-3230

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/RECOMMENDATION

not applicable

Regular Term

July 2023

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

At a regular Term of the County Commission of said County and State, begun and held at the Old Charles Town Library thereof, on Thursday, July 6th, 2023 at 9:30AM.

PRESENT: County Commissioners: Steve Stolipher, Jane Tabb, Tricia Jackson, Jennifer Krouse

The following Accountings and Waivers of Final Settlement were this day examined by the Commission and there being no exceptions thereto, and none appearing on the face thereof, same are ordered approval and recorded as follows:

Accountings

Estate of Shirley Jean Ahalt, deceased, First and Final Accounting, Linda Shepherd, Administratrix

Estate of Laura Irene Wanger, deceased, First and Final Accounting, Irene Yates, Administratrix

Estate of Lynn Greaver, deceased, First Accounting, Denice Davis, ADMX

Waivers of Final Settlement

Estate of William Gilbert Creamer Jr, deceased, WFS, Mary Frances Evans, Administratrix

Estate of Barbara Elaine Viands, deceased, Marjorie L Nicewarner,
Executrix

Estate of David Michael Dennis, deceased, Rebecca A Dennis,
Administratrix

Estate of Lyle Campbell Tabb III, deceased, Jane M Tabb, Executrix

Estate of Kenneth Earl Blust, deceased, Diane Blust, Executrix

Estate of Conrad Caldwell Hollingsworth, deceased, Icy
Hollingsworth, Administratrix

Estate of Judith A Guinard, deceased, Frances Guinard Pickard,
Executrix

Estate of James Erwin Voss, deceased, Georgia A Voss, Executrix

Estate of Dennis Leon Bybee, deceased, Jeffrey Grant Bybee,
Executor

Estate of Mary Veolah Leps, deceased, Jeffery W Leps, Executor

Estate of Phyllis Hardy, deceased, Jessica Doleman, Administratrix

Estate of Joan B Bowman, deceased, Patricia J Carroll & George W
Bowman Jr, Co-Executors

Estate of Alisha Berry Best, deceased, Jeannine J Robinson,
Executrix

Estate of Lynette Maria Freeman, deceased, Curtis Freeman,
Administrator

Estate of Angela Hope Everhart, deceased, Robert Butts,
Administrator

Estate of Curtis Richard Everhart, deceased, Deborah K Everhart,
Administratrix

Estate of Anthony W Manuel, deceased, Andrew Manuel,
Administrator

Estate of Raymond Virgil Utterback, deceased, Annie Lorraine
Utterback, Executrix

Estate of David Morgan Smith, deceased, Carlynn B Desantis-Smith, Executrix

Estate of Forrest E Pifer, deceased, Cynthia L pifer, Matthew W Pifer, Steven E Pifer, Co-Executors

Estate of James P Hubbard, deceased, Helene A Hubbard, Executrix

Estate of Ruby B Reeler, deceased, Rhonda M Smith ADMX CTA DBN

Estate of Robert Dewey Hodge, deceased, Angela & Amber Hodge, Co-Admx

Estate of Carolyn Kay Gund, deceased, Lisa Horn & Susan F Jackson, Co-EXX

Estate of Lena Ruth Wills, deceased, Aimee L Nestor, EXX

Estate of Claudetta I Bilotta, deceased, Rosemarie Reinhardt, EXX

Estate of Richard William Magaha, deceased, Nancy Blue Magaha, EXX

Estate of Robert David Grant Jr, deceased, Terry S Grant, EXX

Estate of James Harold Shrewsberry, deceased, Aleta M Cecil, ADMX

Estate of Joan Funn, deceased, Tracye D Funn, ADMX

President of the County Commission

United States of America

State of West Virginia



County of Jefferson, ss:

Appointment List

Notice is hereby given that the following estate(s) have been opened for probate from 4/1/2023 thru 6/28/2023 in the Jefferson County Clerk's Office at PO Box 208, Charles Town, WV 25414-0208.

ESTATE NUMBER: **4307**
APPOINT DATE: 06/02/2023
ESTATE NAME: **PATRICK JOSEPH MCINTYRE**
ADMINISTRATRIX CTA DBN BRIDGET A MORRIS

ESTATE NUMBER: **4371**
APPOINT DATE: 05/09/2023
ESTATE NAME: **DALE T FERRIL**
EXECUTRIX TERRY H FERRIL
ATTORNEY DANIEL STAGGERS
133 E JOHN STREET
MARTINSBURG, WV 25401-4214

ESTATE NUMBER: **4407**
APPOINT DATE: 04/03/2023
ESTATE NAME: **RUTH MOSCATELLI POWELL**
EXECUTRIX DEBORAH FORREST
ATTORNEY JOHN K DORSEY
104 W CONGRESS STREET
CHARLES TOWN, WV 25414-1622

ESTATE NUMBER: **4410**
APPOINT DATE: 04/17/2023
ESTATE NAME: **LINDA J MACLEOD**
EXECUTOR CLARKE R STONEBACK

ESTATE NUMBER: **4413**
APPOINT DATE: 04/04/2023
ESTATE NAME: **JAMES WARREN MEADE LARUE**
EXECUTOR JAMES C LARUE

ESTATE NUMBER: **4415**
APPOINT DATE: 04/12/2023
ESTATE NAME: **DEBORAH JEAN BRODE**
ADMINISTRATOR MELVIN WASHINGTON III

ESTATE NUMBER: **4416**
APPOINT DATE: 04/20/2023
ESTATE NAME: **WILLIAM G GREENWALD**
CO EXECUTRIX DANIELLE R GROSS
CO EXECUTRIX LYNDE R THAI

ESTATE NUMBER: **4417**
APPOINT DATE: 04/06/2023
ESTATE NAME: **JOHN ALLEN CASEY**
EXECUTRIX ANN MACDONALD CASEY

ESTATE NUMBER: **4422**
APPOINT DATE: 05/17/2023
ESTATE NAME: **STEVEN JAMES HOFFMAN**
EXECUTOR GARY JAY HOFFMAN

ESTATE NUMBER: **4424**
APPOINT DATE: 04/06/2023
ESTATE NAME: **RICHARD L STAUBS**
EXECUTOR DANIEL R STAUBS

ESTATE NUMBER: **4426**
APPOINT DATE: 04/12/2023
ESTATE NAME: **DEBORAH A BUCHER**
EXECUTOR ASA TYLER BREWER

ESTATE NUMBER: **4431**
APPOINT DATE: 04/18/2023
ESTATE NAME: **DELLA MAE KUSTER**
ANCILLARY ADMINISTRATOR ROSEMARIE A MONCADA

ESTATE NUMBER: **4432**
APPOINT DATE: 04/18/2023
ESTATE NAME: **RUBY B REELER**
ADMINISTRATRIX CTA DBN RHONDA M SMITH

ESTATE NUMBER: **4433**
APPOINT DATE: 04/20/2023
ESTATE NAME: **STEPHEN MICHAEL WITTKAMPER**
ADMINISTRATOR GREGORY H WITTKAMPER

ESTATE NUMBER: **4435**
APPOINT DATE: 04/20/2023
ESTATE NAME: **BEVERLY ANNE DOPSON**
EXECUTOR STACY L DOPSON

ESTATE NUMBER: **4437**
APPOINT DATE: 04/24/2023
ESTATE NAME: **GARY EUGENE MAGAHA**
EXECUTOR BRIAN MAGAHA

ESTATE NUMBER: **4438**
APPOINT DATE: 04/25/2023
ESTATE NAME: **DAVID E HOLLIS**
ADMINISTRATOR KIRSTEN M HOLLIS

ESTATE NUMBER: **4439**
APPOINT DATE: 04/25/2023
ESTATE NAME: **JERRY B BARR**
EXECUTRIX LINDA D BARR

ESTATE NUMBER: **4441**
APPOINT DATE: 04/24/2023
ESTATE NAME: **MARTHA JO SCHUPPE**
EXECUTOR JAMES SAMUEL SCHUPPE

ESTATE NUMBER: **4442**
APPOINT DATE: 04/24/2023
ESTATE NAME: **CHARLES DANIEL RUSSELL JR**
ADMINISTRATRIX JEAN L RUSSELL

ESTATE NUMBER: **4443**
APPOINT DATE: 04/24/2023
ESTATE NAME: **DUANE FREDERICK ROBERSON**
EXECUTRIX KIRSTEN ROBERSON

ESTATE NUMBER: **4444**
APPOINT DATE: 04/26/2023
ESTATE NAME: **BRENDA K RICKARD**
EXECUTOR ERIC T RICKARD

ESTATE NUMBER: **4447**
APPOINT DATE: 04/28/2023
ESTATE NAME: **ANNE MARIE DITTO**
EXECUTOR QUINN EVERET DITTO
ATTORNEY JOHN K DORSEY
104 W CONGRESS STREET
CHARLES TOWN, WV 25414-1822

ESTATE NUMBER: **4453**
APPOINT DATE: 05/03/2023
ESTATE NAME: **JULIA MAE DOWNING**
ADMINISTRATRIX LINDA BALLARD
ATTORNEY D FRANK HILL III
PO BOX A
SHEPHERDSTOWN, WV 25443-0600

ESTATE NUMBER: **4454**
APPOINT DATE: 05/12/2023
ESTATE NAME: **FRANCES K MARLOW**
EXECUTRIX SHERRY ROTRUCK

ESTATE NUMBER: **4456**
APPOINT DATE: 05/09/2023
ESTATE NAME: **ISMAIL B CELIK**
EXECUTRIX PERIHAN CELIK
ATTORNEY JOHN K DORSEY
104 W CONGRESS STREET
CHARLES TOWN, WV 25414-1622

ESTATE NUMBER: **4459**
APPOINT DATE: 05/15/2023
ESTATE NAME: **LUCILLE MILLER BROWN**
EXECUTRIX SHARON GRAY
ATTORNEY HEATHER DERN MYERS

ESTATE NUMBER: **4461**
APPOINT DATE: 05/11/2023
ESTATE NAME: **ROBERTA JANE BURKE**
EXECUTRIX KELLY D BENVENGI
ATTORNEY E ADELAIDE CRAWFORD
120 N GEORGE STREET
CHARLES TOWN, WV 25414-1557

ESTATE NUMBER: **4462**
APPOINT DATE: 05/11/2023
ESTATE NAME: **JANET M TURNER**
EXECUTRIX JUDITH F MAYE

ESTATE NUMBER: **4463**
APPOINT DATE: 05/11/2023
ESTATE NAME: **JOHN ELLWOOD OTT**
ADMINISTRATRIX SHERRI L OTT

ESTATE NUMBER: **4464**
APPOINT DATE: 05/11/2023
ESTATE NAME: **HOWARD GRAYSON JAMES**
EXECUTRIX BETTY ANN JAMES

ESTATE NUMBER: **4465**
APPOINT DATE: 05/12/2023
ESTATE NAME: **MARILYN MONICA HYNOSKI**
ADMINISTRATRIX DIANE GELINAS

ESTATE NUMBER: **4466**
APPOINT DATE: 05/15/2023
ESTATE NAME: **VADOR BLANTON DUNKUM III**
CO ADMINISTRATOR **DAVID MICHAEL DUNKUM**
CO ADMINISTRATOR **GREGORY DAVIS DUNKUM**

ESTATE NUMBER: **4469**
APPOINT DATE: 05/16/2023
ESTATE NAME: **KENNETH LEE FIDDLER**
ADMINISTRATRIX **KAREN FOGLE**

ESTATE NUMBER: **4472**
APPOINT DATE: 05/17/2023
ESTATE NAME: **STEVEN DALE DEBERRY**
CO ADMINISTRATRIX **STEPHANIE D VIEKMAN**
CO ADMINISTRATRIX **ANGELA M DEBERRY**

ESTATE NUMBER: **4475**
APPOINT DATE: 05/17/2023
ESTATE NAME: **HERMAN PAUL FISCHER**
EXECUTRIX **HELEN L CARBONNEAU**

ESTATE NUMBER: **4476**
APPOINT DATE: 05/26/2023
ESTATE NAME: **VIRGINIA L SMITH**
CO EXECUTOR **SHARON S MAYER**
CO EXECUTOR **CHRISTOPHER D SMITH**
CO EXECUTOR **BANK OF CHARLES TOWN**

ESTATE NUMBER: **4479**
APPOINT DATE: 05/24/2023
ESTATE NAME: **GARY EUGENE JONES**
EXECUTOR **BENJAMIN JONES**

ESTATE NUMBER: **4480**
APPOINT DATE: 05/25/2023
ESTATE NAME: **LLOYD FRANCIS REELER**
ADMINISTRATRIX **RHONDA M SMITH**

ESTATE NUMBER: **4482**
APPOINT DATE: 06/02/2023
ESTATE NAME: **JOSEPH OSCAR MATTHEWS JR**
EXECUTOR **JOHN M SHANK**
ATTORNEY **JOHN K DORSEY**
104 W CONGRESS STREET
CHARLES TOWN, WV 25414-1622

ESTATE NUMBER: **4484**
APPOINT DATE: 06/07/2023
ESTATE NAME: **RONALD ACATIUS NOLAN**
EXECUTOR **JAMES WILLIAM NOLAN**

ESTATE NUMBER: **4485**
APPOINT DATE: 06/01/2023
ESTATE NAME: **JOSEPH GAYLON WIMER**
ADMINISTRATRIX **CHRISTINE WIMER**

ESTATE NUMBER: **4489**
APPOINT DATE: 06/06/2023
ESTATE NAME: **HARLAN EUGENE BAYER**
ADMINISTRATOR CTA **NATHANIEL C BAYER**

ESTATE NUMBER: **4490**
APPOINT DATE: 06/02/2023
ESTATE NAME: **ALBERT C BROWN**
ANCILLARY ADMINISTRATOR **LAURI K BROWN**

ESTATE NUMBER: **4491**
APPOINT DATE: 06/06/2023
ESTATE NAME: **WILFORD LEE BURKE**
EXECUTRIX KELLY D BENVENGI

ESTATE NUMBER: **4503**
APPOINT DATE: 06/21/2023
ESTATE NAME: **MARILYN DOROTHY KING**
ADMINISTRATRIX MARY E MULLENS
ATTORNEY JOHN DORSEY

ESTATE NUMBER: **4505**
APPOINT DATE: 06/21/2023
ESTATE NAME: **DONNA MAE ORD**
EXECUTOR ALBERT K ORD JR

ESTATE NUMBER: **4506**
APPOINT DATE: 06/27/2023
ESTATE NAME: **ANNETTE LOUISE BRENNAN**
ADMINISTRATOR JOHN T BRENNAN

ESTATE NUMBER: **4507**
APPOINT DATE: 06/22/2023
ESTATE NAME: **LOIS JEAN WELSH**
CO EXECUTRIX TRACI WELSH TAYLOR
CO EXECUTOR PATRICK M WELSH

ESTATE NUMBER: **4509**
APPOINT DATE: 06/22/2023
ESTATE NAME: **ANNE ELIZABETH BELOTA**
EXECUTRIX TRICIA B BALLARD
TRUSTEE TRICIA B BALLARD

ESTATE NUMBER: **4510**
APPOINT DATE: 06/23/2023
ESTATE NAME: **SAUNDRA ANNETTE MORELAND**
CO EXECUTOR ELDRIDGE G MORELAND III
CO EXECUTOR GLENN H MORELAND

ESTATE NUMBER: **4512**
APPOINT DATE: 06/26/2023
ESTATE NAME: **MARTY EUGENE BAKKEN**
ADMINISTRATRIX MARIA E BAKKEN

ESTATE NUMBER: **4514**
APPOINT DATE: 06/26/2023
ESTATE NAME: **CHARLES WILLIAM MCDONOUGH**
EXECUTRIX JENNIFER L HENRY

ESTATE NUMBER: **4515**
APPOINT DATE: 06/28/2023
ESTATE NAME: **DOUGLAS LEROY GLASCOCK**
ADMINISTRATRIX DESSIE P GLASCOCK

ESTATE NUMBER: **4516**
APPOINT DATE: 06/28/2023
ESTATE NAME: **JONATHAN CLAIBOURNE WILSON**
ADMINISTRATRIX ASHLEY MICHAEL REYNOLDS

ESTATE NUMBER: **4517**
APPOINT DATE: 06/28/2023
ESTATE NAME: **SALLY JO PALMER LOCARNINI**
EXECUTOR RICARDO A LOCARNINI

TOTAL ESTATES: 56

Subscribed and sworn to before me on 6/28/2023

President of the County Commission

Jacqueline C. Shadle

Jacqueline C Shadle
Clerk of Jefferson County

By *Karen Olden*

Karen Olden
Deputy Clerk

**JEFFERSON COUNTY COMMISSION
AGENDA REQUEST FORM**

Name: Harvest Hills Subdivision, Phase II

Department or Organization:

Commission Meeting Date: July 6, 2023

Special Meeting Date (if necessary):

Subject (wording to be placed on agenda):

Request for Public Hearing regarding the proposed Zoning Map Amendment (rezoning) for Phase II of the Harvest Hills Subdivision.

Please provide a description of your request or presentation, including any background information:

Greenway Engineering, on behalf of the land owner, Arcadia Land Inc, would like to request placement on the July 6th County Commission meeting agenda to petition the commissioners to schedule a public hearing regarding the proposed Zoning Map Amendment (rezoning) for Phase II of the Harvest Hills Subdivision. Please see attachments for more information regarding the proposed rezoning.

Type of Request: (Funding/Hiring):

Funding/Salary/Hourly Amount:

Name of Hire (if Applicable):

Grade/Step/Hours (PT/FT):

Start Date (beginning of pay period):

Post Probationary Increase (If applicable):

Any Additional Conditions of Employment or Funding Comments:

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

Recommend a motion to advance scheduling of the Public Hearing regarding a Zoning Map Amendment for Phase II of the Harvest Hills Subdivision, for the August 3rd County Commission meeting date.

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

If not attached, explain:

Is equipment needed? Projector Internet/Wi Fi: Conference/Video No

Contact Information: Brooke Perry, WV Planning Manager

Phone Number: 304.620.5546

Email Address: bperry@greenwayeng.com

**JEFFERSON COUNTY COMMISSION
AGENDA REQUEST FORM**

Additional Comments Page:

The attached documents have been prepared on behalf of Arcadia Land, Inc. for the request of a Zoning Map Amendment (rezoning) regarding the subject parcels - identified as District 9, Tax Map 24, Parcel(s) 12 & 13. The subject parcels are located at the terminus of Kephart Drive, off Flowing Springs Road (Rt. 17), approximately 0.5 miles north of the intersection of Shenandoah Junction Road (Rt. 20) and Flowing Springs Road (Rt. 17). This acreage is to be utilized for Phase II of the Harvest Hills Subdivision. The Owner proposes to rezone the entire 352.25± acres (94.63 & 257.62) from Rural (R) to Residential Growth (RG), to allow for the highest and best use of the parcels. The parcels are shown as future "Low Density Residential" on the Future Land Use Guide. The current zoning of Rural (R) permits agricultural and rural cluster density residential land uses. The rezoning to Residential Growth (RG) would allow for a variety of residential land uses such as single family (SFD), townhouses (SFA), and/or two family dwellings (SFA/Duplex).

Phase II of the Harvest Hills Subdivision is being developed to provide lot sizes more attuned to current market demands, with a wider variety of residential products. This will include single family lots of several different sizes, attached and detached Villas, and Townhomes. In addition to proposing a wide range of products, the developer is proposing to provide multiple recreational spaces to serve Phase II as well as the existing residents, and improve the overall quality of life for all residents of Harvest Hills Subdivision. Additional Park Area of 21.8174 acres was dedicated to Jefferson County during Phase I of Harvest Hills Subdivision. Under the previously approved CUP, Harvest Hills Phase II was permitted to construct 392 units. Under the proposed zoning district, the anticipated unit yield is approximately 1,004.

The attached Request for Zoning Map Amendment (rezoning), associated exhibits, and application were submit to the Office of Planning and Zoning on 6/23/2023 for staff review. A Planning Commission meeting date is tentatively scheduled for July 25th, 2023 to provide staff recommendation regarding the Zoning Map Amendments conformance with the goals of the Envision Jefferson 2035 Comprehensive Plan.



Jefferson County, West Virginia
 Department of Engineering, Planning and Zoning
Office of Planning and Zoning
 116 E. Washington Street, 2nd Floor, P.O. Box 716
 Charles Town, West Virginia 25414

File #: _____
 Date Rec'd: _____
 Fees Paid: _____
 Staff Int: _____

Email: planning@jeffersoncountywv.org
zoning@jeffersoncountywv.org

Phone: (304) 728-3228
 Fax: (304) 728-8126

Zoning Map Amendment (Rezoning)

Pursuant to Article 12, a Zoning Map Amendment is a procedure to amend the official Zoning Map of the County by changing the zoning designation of a property. In order for a proposed amendment to be approved, the County Commission, with the advice of the Planning Commission, must find that the amendment is consistent with the adopted Comprehensive Plan, or if it is inconsistent, must make findings in accordance with the requirements of 8A-7-8 et seq of the WV State Code.

Property Owner Information

Owner Name: Arcadia Land, Inc
 Business Name: Arcadia Land, Inc
 Mailing Address: 108 N. George Street 2nd Floor, Charles Town WV 25414
 Phone Number: (443)286-2786 Email: _____

Applicant Contact Information

Applicant Name: _____ Same as owner:
 Business Name: _____
 Mailing Address: _____
 Phone Number: _____ Email: _____

Consultant Information

Name: Alexis Brooke Perry
 Business Name: Greenway Engineering, Inc
 Mailing Address: 704 Foxcroft Avenue, Martinsburg WV 25401
 Phone Number: (304)620-5546 Email: bperry@greenwayeng.com

Physical Property Details

Physical Address: Off Kephart Drive, Shenandoah Junction WV, 25442 Vacant Lot:
 Tax District: 9 - Shepherdstown Map No: 24 Parcel No: 12 & 13
 Parcel Size: 94.63 ac ; 257.62 ac Deed Book: 1163 ; 1173 Page No: 351 ; 85

Current Zoning District

Rural

Proposed Zoning District

Residential Growth

Substantiation for the Request

For a Zoning Map Amendment (rezoning) request, the "burden of proof" is on the applicant to show why the proposed zoning is more appropriate than the existing zoning. Accordingly, please explain how the following factors support your proposal.

Describe your proposed use/project and describe why this Zoning Map Amendment is necessary for the proposed use (and/or project) described.

See attached Zoning Map Amendment Justification

Describe how this Zoning Map Amendment will be consistent with the objectives and policies of the Comprehensive Plan.

See attached Zoning Map Amendment Justification

Discuss any change(s) of transportation characteristics (i.e. type and frequency of traffic, adequacy of existing transportation routes), and neighborhood characteristics from when the original Ordinance was adopted.

See attached Zoning Map Amendment Justification

A plat or sketch shall include the entire original parcel as it appeared on the date this Ordinance took effect. The property proposed for development shall be drawn to a reasonable scale (eg. 1" = 50', 1" = 100', or 1" = 200'). The sketch plan shall show, in simple form, the proposed layout of lots, parking areas, recreational areas, streets, building areas, and other features in relation to each other and to the tract boundaries. Contour lines, as shown on the appropriate U.S.G.S. Topographic Quadrangle Map or other data source approved by the Department, should be superimposed on the sketch plan. The source of all contour lines shall be noted on the plan. Natural features such as woods, watercourses, prominent rock outcroppings, sinkholes, and quarries shall be delineated.

The information given is correct to the best of my knowledge.

Lucy J. Knight, re: [unclear]
Victoria Land, Inc. 6/24/2010

Property Owner Signature*

Date

Property Owner Signature*

Date

*The original signature of the property owner is required. A copy of the signature will not be accepted

A complete petition, and related fees, shall be submitted to the Office of Planning and Zoning for placement on the Planning Commission agenda at least two (2) weeks prior to the meeting date at which the petition will be presented. A copy of the application shall be submitted to the County Commission Office for inclusion on the County Commission Agenda at least one week prior to the County Commission meeting date.

ARCADIA DEVELOPMENT CO.
ADC EAST MANUAL
108 N GEORGE ST FL 2
CHARLES TOWN, WV 25414

90-7162/3222

1011

6/21/2023
(date)

La Jefferson County Commission \$ 18,612.50
Eighteen Thousand Six Hundred Twelve and 50/100

CHASE 
JPMorgan Chase Bank, N.A.
www.Chase.com

Gay F. Keller

MP

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REQUEST FOR ZONING MAP AMENDMENT

HARVEST HILLS SUBDIVISION, PHASE II

RURAL DISTRICT (R) TO
RESIDENTIAL GROWTH (RG)



Jefferson County, West Virginia
Shepherdstown District (09)
Tax Map 24, Parcel(s) 12 & 13
Deed Book 1163, 1173
Deed Page 351, 85

June 23, 2023

Current Owner:	Arcadia Land, Inc.
Contact Person:	Brooke Perry Planning Manager, WV Greenway Engineering, Inc. 704 Foxcroft Ave. Martinsburg, WV 25401

June 23, 2023

Jefferson County
Office of Planning and Zoning
116 E. Washington Street, 2nd Floor
Charlestown, WV 25414

Re: **Harvest Hills Subdivision, Phase II - Arcadia Land, Inc.**
Zoning Map Amendment Request
(R) Rural to (RG) Residential Growth

Dear Commissioners:

This report has been prepared on behalf of Arcadia Land, Inc. for the formal request of a Zoning Map Amendment (rezoning) regarding the subject parcels owned by Arcadia Land, Inc. and identified as District 9, Tax Map 24, Parcel(s) 12 & 13. The subject parcels are located at the terminus of Kephart Drive, off Flowing Springs Road (Rt. 17), approximately 0.5 miles north of the intersection of Shenandoah Junction Road (Rt. 20) and Flowing Springs Road (Rt. 17). A boundary survey was conducted by Greenway Engineering, Inc. that determined Parcel 12 & 13's acreages to be 94.63 acres and 257.62 acres respectively, for a total of 352.25 acres. This acreage is to be utilized for Phase II of the Harvest Hills Subdivision. Greenway is currently preparing a Merger Plat of the two parcels.

Currently, the subject parcels are both zoned Rural (R). The Owner proposes to rezone the entire 352.25± acres (94.63 & 257.62) to Residential Growth (RG), to allow for the highest and best use of the parcels as Phase II of the Harvest Hills Subdivision.

The following analysis has been organized into two (2) sections: (1) Project Summary, and (2) Substantiation for the Request. Supplemental documentation including a concept plan, survey plat, deeds, and select preferred growth area maps are also included to provide the Planning Commission with full and complete information for their consideration.

The applicant has made every effort to comply with the ordinances of Jefferson County, and to submit the most thorough application possible, with the hope that staff and the Jefferson County Planning Commission will look favorably on this application. Thank you for your consideration of this matter. Please review this information and contact me if you have any questions or need additional information regarding this matter.

Sincerely,



Brooke Perry
Planning Manager, WV
Greenway Engineering, Inc.
bperry@greenwayeng.com
(304)620-5111 x103
304-620-5546

I. PROJECT SUMMARY

Phase II of the Harvest Hills Subdivision is being developed to provide lot sizes more attuned to current market demands, with a wider variety of residential products. This will include single family lots of several different sizes, attached and detached Villas, and Townhomes. In addition to proposing a wide range of products, the developer is proposing to provide multiple recreational spaces to serve Phase II as well as the existing residents, and improve the overall quality of life for all residents of Harvest Hills Subdivision. Additional Park Area of 21.8174 acres was dedicated to Jefferson County during Phase I of Harvest Hills Subdivision.

II. SUBSTANTIATION FOR THE REQUEST

Describe your proposed use/project and describe why this Zoning Map Amendment is necessary for the proposed use (and/or project) described.

The subject parcels are located at the terminus of Kephart Drive, off Flowing Springs Road (Rt. 17), approximately 0.5 miles north of the intersection of Shenandoah Junction Road (Rt. 20) and Flowing Springs Road (Rt. 17). The parcels are shown as future "Low Density Residential" on the Future Land Use Guide. The current zoning of Rural (R) permits agricultural and rural cluster density residential land uses. The rezoning to Residential Growth (RG) would allow for a variety of residential land uses such as single family (SFD), townhouses (SFA), and/or two family dwellings (SFA/Duplex). This rezoning request is consistent with the intent of the *Envision Jefferson 2035 Comprehensive Plan*.

Describe how this Zoning Map Amendment will be consistent with the objectives and policies of the Comprehensive Plan.

Preferred Growth Areas - (Page 23, *Envision Jefferson 2035 Comprehensive Plan*)

PGA (f) - Shenandoah Junction PGA/School Based Growth Area of the Section listed above states, "Considerable input was received as to the desirability of siting schools in locations that are walkable and/or bikeable to the neighborhoods that the school serves. This PGA allows the development of such walkable neighborhoods around schools that currently exist. Planning growth around existing schools decreases bus and vehicular traffic and allows for connectivity including walking and biking trails. The recommended land uses in this area include Medium Density Residential around the schools which should be in a pattern and scale compatible with the village of Shenandoah Junction, transitioning to Low Density Residential abutting the Rural/Agricultural land uses.". A map of the Shenandoah Junction PGA/School Based Growth Area is attached to this application for reference.

Section I of Harvest Hills Subdivision adjoins the Shenandoah Junction/Schools Preferred Growth Area boundary at its frontage, along Flowing Springs Road (Rt. 17).

PGA (g) - Residential Preferred Growth Area of the Section listed above states, "Based on comments received during the *Envision Jefferson 2035* public input process, it was determined that it is important to denote the areas where a concentration of existing or approved residential development currently exists but may not be fully developed and is outside of the Urban Growth Boundary (UGB). One such residential area exists that consists of properties currently zoned for Residential Growth (RG) or which have a vested development right to develop at a low density or medium density residential rate. This core residential area, bounded by Old Country Club Road, Flowing Springs Road, Job Corps Road, Shepherdstown Pike (WV 230) to the railroad tracks, is depicted by a Preferred Growth Area boundary, but is compromised only of future large lot, low density, and medium density residential uses. It is anticipated that this will be a

primarily detached single family suburban housing area.” A map of the Residential PGA is attached to this application for reference.

The subject parcels are both located just north of the Residential Preferred Growth Area boundary.

The Section goes on to state, *“Outside of this residential PGA, other properties zoned RG or with vested residential rights based on a subdivision approval are also shown on the Future Land Use Guide as future low or medium density residential (depending on the scale of development as part of an individual project) to reflect the future build out of various neighborhoods.”.*

The Harvest Hill Subdivision is one of the properties referenced above *“with vested residential rights based on a subdivision approval”.*

Future Land Use Guide - (Pages 26 & 235, *Envision Jefferson 2035 Comprehensive Plan*)

The parcels that are part of this Zoning Map Amendment request are shown on the Future Land Use Guide as Future “Low Density Residential”. Appendix G of the *Comprehensive Plan* provides a detailed explanation of the Land Use Map Classifications utilized on the Existing Land Use Map and Future Land Use Guide, which are intended to provide guidance to the Planning and County Commissions when considering owner-initiated zoning map amendments (rezoning requests). It further notes that while some of the land use classifications may require new zoning categories, the land uses were not intended to be a comprehensive list of possible zoning districts.

Appendix G - Land Use Map Classifications of the *Envision Jefferson 2035 Comprehensive Plan* states that the “Low Density Residential” land use category is a land use category which anticipates *“land occupied by a single family residential development, with a density of one unit per acre to 2.99 units per acre. Lots in this category may be served by either onsite well and septic systems or a public water and sewer system as the number of units per acre increases”.* As the current Jefferson County Zoning Ordinance does not include a variety of zoning categories which anticipate certain residential densities, Residential Growth (RG) is a category that would permit Low Density Residential land uses.

Under the previous Zoning Ordinance, the subject parcels, as well as multiple properties to the south, received approval for Conditional Use Permits (CUPs) that allowed the development of these properties at suburban residential subdivision densities. Market conditions at the time were no longer conducive to Harvest Hills Subdivision moving forward with the Phase II design under the approved CUP. After the adoption of the *2035 Plan*, the County Commission approved a text amendment eliminating the use of the Land Evaluation Site Assessment (LESA) system and modifying the CUP process so that it could not be used for future residential development projects in the Rural Zoning District.

The *2035 Plan* was the first Jefferson County Comprehensive Plan to include a Future Land Use Guide, which is intended to be a tool to provide a visual definition of future growth and areas where potential owner initiated zoning map amendments (rezoning requests) might occur within the timeframe of the *2023 Plan*. The *2035 Plan* states that *“by creating a Future Land Use Map/Guide, a community provides clarification for property owners related to their potential development on their site. The review of all zoning map amendment requests shall include consideration of all of the recommendations created as part of this Plan. All zoning map amendments shall be in conformance with the Future Land Use Guide and the recommendations of this Plan.”.*

Urban Level Development Recommendations - (Page 30, *Envision Jefferson 2035 Comprehensive Plan*)

Division (2) of the table listed above states, "Recognize that the County Commission has the authority to make land use decisions including Zoning Map Amendments based upon the finding of consistency with the Future Land Use Guide and the recommendations of this Plan; the County commission may determine that petitions or decisions for zoning map amendments are consistent with the Comprehensive Plan if any of the following conditions are met after the entire Plan is taken into consideration:

- a. *Economic Well-Being of the County; or*
- b. *Error or Under Scrutinized Property on the Future Land Use Guide; or*
- c. *Change in Neighborhood; or*
- d. *Any Other Circumstance that the Governing Body determines should have been considered when drafting the Future Land Use Guide; and/or*
- e. *Environmental impacts are considered."*

This request meets the following conditions:

- a. **Economic Well Being** - Residential Land Use in Jefferson County has not met the comprehensive plans growth projections of 0.95% per year. The rate is 0.55% as of 2019. The lack of residential growth has impacted the strength of the local economy. While there are pockets of residential activity, the County is not benefiting from a robust residential economy. Expanding the potential unit count for Harvest Hills Subdivision, Phase II from 392 lots allowed under (R) Rural zoning, to the proposed 1,027 allowed under (RG) Residential Growth zoning, will greatly expand residential activity, and therefore the local economy.
- b. **Future Land Use Guide** - Low Density Residential is identified as the appropriate use of the property by the comprehensive plan. The proposed Residential Growth zoning district is consistent with this recommended future land use.

Discuss any change(s) of transportation characteristics (i.e. type and frequency of traffic, adequacy of existing transportation routes), and neighborhood characteristics from when the original Ordinance was adopted.

The Original Zoning Ordinance was adopted on July 7, 1988. Changes in the immediate area of the properties include the following:

Schools - There are two (2) schools located within 2 miles of the property which did not exist at the time the original Ordinance was adopted: Wildwood Middle School and Driswood Elementary School.

Surrounding Development - The property is located in near proximity to Sam Michaels Park, which includes a community center, pavilions, dog park, outdoor amphitheater, and ball fields. The Aspen Green subdivision is located approximately 2 miles south along Flowing Springs Road (Rt. 17), and has a total build out of 205 lots. Potomac Towne Center is located 3.5 miles from the property and did not exist when the original Ordinance was adopted. The previously approved Daniel Subdivision and Breckenridge East Subdivision have each voided their plans (expired). These developments were located south of the subject parcels along Flowing Spring Road (Rt. 17) and Old Country Club Road respectively, before the intersection of Rt. 17 and Rt. 9.

Transportation - Route 9 was expanded to a 4-lane divided highway, providing a high-capacity road corridor between Jefferson County and Interstate 81. Harvest Hills Subdivision is within 4 miles of the

intersection between Flowing Springs Road and WV Route 9, and within 3.5 miles of the Route 9 signalized intersection at Potomac Towne Center.

An entrance permit from the West Virginia Division of Highways (WVDOH) will be needed for improvements to the connection of Elk Street to Flowing Springs Road (Rt. 17). Obtaining an entrance permit requires review by the WVDOH to ensure that safe and adequate access can be provided. It is anticipated that improvements to the intersection will be requested by WVDOH.

The following must be attached to this application:

A plat or sketch shall include the entire original parcel as it appeared on the date this Ordinance took effect. The property proposed for development shall be drawn to a reasonable scale (eg. 1" = 50', 1" = 100', or 1" = 200'). The sketch plan shall show, in simple form, the proposed layout of lots, parking areas, recreational areas, streets, building areas, and other features in relation to each other and to the tract boundaries. Contour lines, as shown on the appropriate U.S.G.S. Topographic Quadrangle Map or other data source approved by the Department, should be superimposed on the sketch plan. The source of all contour lines shall be noted on the plan. Natural features such as woods, watercourses, prominent rock outcroppings, sinkholes, and quarries shall be delineated.

The required sketch is attached for reference: Harvest Hills Subdivision, Phase II - Concept Plan. Please see the comprehensive list of attachments below.

Attachments:

- Harvest Hills Subdivision, Phase II - Concept Plan
- Approved Final Plat of Harvest Hills Subdivision Phase II Section 1 - Plat Book 25, Page 198
- Parcel 12 Deed - Deed Book 1163, Page 351
- Parcel 13 Deed - Deed Book 1173, Page 85
- 2035 Comprehensive Plan, Appendix F- Shenandoah Junction PGA/School Based Growth Area
- 2035 Comprehensive Plan, Appendix F- Residential Preferred Growth Area

**HARVEST HILLS SUBDIVISION
PHASE II
SHEPHERDSTOWN MAGISTRAL DISTRICT
JEFFERSON COUNTY, WEST VIRGINIA**

GREENWAY
INC.
1000 S. 20th St. KINCINNATI, IN 46202
PH: (317) 344-1100 FAX: (317) 344-1101
WWW.GREENWAYINC.COM

104 Forest Avenue
Martinsburg, West Virginia 26041
Tel: (304) 722-8228
www.greenwayinc.com

DATE: 08/20/23
SCALE: 1"=50'
DESIGNED BY: AMERICAN
PREPARED BY: JPM
SHEET 1 OF 2

LEGEND

- SMALL SINGLE FAMILY DETACHED
- LARGE SINGLE FAMILY DETACHED
- TOWNHOMES
- MULTI-FAMILY ATTACHED
- MULTI-FAMILY DETACHED
- SMALL LOT SINGLE FAMILY DETACHED
- RECREATION AREA
- PAVED W/ SWIMMING AREA
- REMAINDER OF LOT
- PROPOSED WALKS
- EXISTING LIGHT TRAIL FLOORPLAN
- EXISTING PROPERTY BOUNDARY



PARKING CALCULATIONS
 27 SINGLE FAMILY - 2 SPACES PER DRIVEWAY
 307 TOWNHOMES - 2 SPACES PER DRIVEWAY PLUS 1 SPACE PER BERBERON
 REQUIRE 10% W/IN HOME PARKING BY SPACES (ASSUMING 2-BEDROOM)
 PROPOSED TOWNHOME PARKING: 600 SPACES
 EXISTING TOWNHOME PARKING: 100 SPACES
 TOTAL PARKING: 700 SPACES

Harvest Hills Lot Calculations

Lot Type	Area (sq. ft.)	Area (Acres)	Lot Count	% of Total
1. SFD	407,450'	7.156	405	46.18%
2. SFD	84,880'	1.539	82	9.47%
3. SFD	207,460'	3.780	234	27.33%
4. SFD Villa	375,060'	6.840	69	7.97%
5. SFD Villa	375,060'	6.840	69	7.97%
6. Small Lot SFD	257,560'	4.700	104	12.07%
TOTAL		34.815	1,061	100%

TOTAL LOT AREA: 7,644,500



**CONCEPT PLAN
PHASE II
HARVEST HILLS SUBDIVISION
SHEPHERDSTOWN MAGISTERIAL DISTRICT
JEFFERSON COUNTY, WEST VIRGINIA**

GREENWAY
LANDSCAPE ARCHITECTURE
2020 GREENWAY DRIVE
SHEPHERDSTOWN, WV 25451
TEL: 304.725.2288
WWW.GREENWAYVA.COM

LEGEND

- SMALL SINGLE FAMILY DETACHED
- LARGE SINGLE FAMILY DETACHED
- TOWNHOMES
- M-LARGE JT FAMILY ATTACHED
- M-LARGE FAMILY DETACHED
- SMALL LOT SINGLE FAMILY DETACHED
- RECREATION AREA
- POSSIBLE PUMP AND TREAT AREA
- REBAR/WEIR LOT
- PROPOSED ROADS
- EXISTING WATER TREAT PLANT
- EXISTING UNDEVELOPED WETLAND



PARKING CALCULATIONS
 RESURFACE DRIVEWAY
 10' SIDEWALKS
 10' SIDEWALKS + 2' SIDEWALKS TOGETHER
 SPACES FOR BICYCLES
 RESERVE (CONVENTIONAL PARKING SPACES)
 (ASSUMING 40% EFFICIENCY)
 PROPOSED TOWNHOME PARKING
 GARAGE 1, DRIVEWAY 25 SPACES
 OFF-LOT PARKING 400 SPACES
 TOTAL LOT SPACES

Harvest Hills Lot Calculations			
Lot Type	Area (sq. ft.)	No. of Lots	Area Per Dwelling Unit (sq. ft.)
1	40,000	2,150	18.60
2	55,500	800	69.38
3	20,000	200	100.00
4	20,000	200	100.00
5	50,000	400	125.00
6	20,000	200	100.00
TOTAL	205,500	3,750	54.80



THIS CONCEPT PLAN AND ALL INFORMATION CONTAINED HEREIN IS FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT CONSTITUTE AN OFFER OF ANY FINANCIAL PRODUCT OR SERVICE. THE INFORMATION CONTAINED HEREIN IS SUBJECT TO CHANGE WITHOUT NOTICE AND IS NOT INTENDED TO BE USED AS A BASIS FOR ANY INVESTMENT DECISION. CONSULT YOUR FINANCIAL ADVISOR FOR MORE INFORMATION.

NOTES:

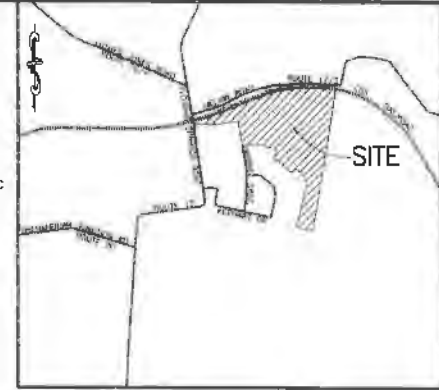
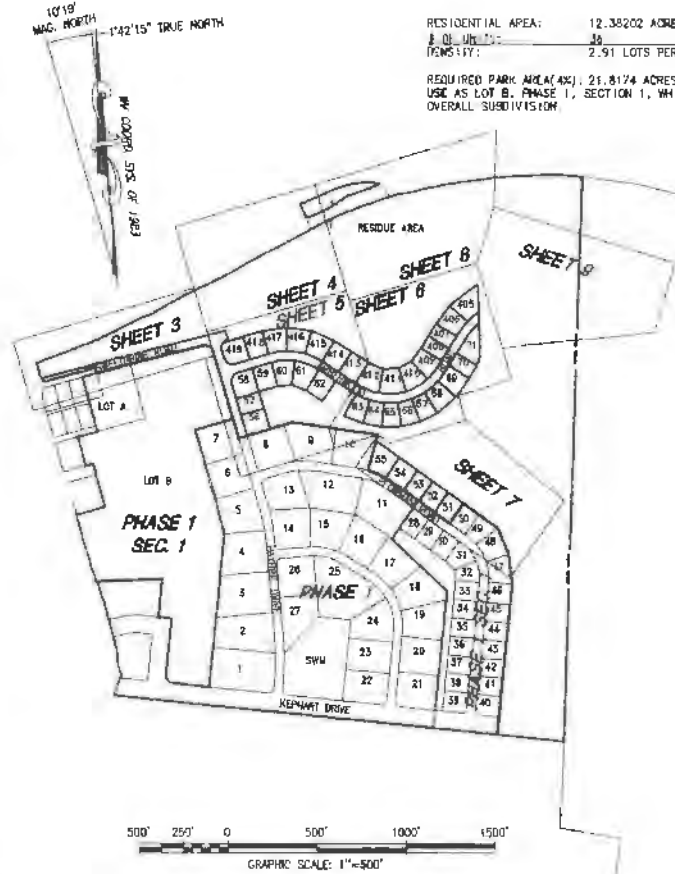
- THE PROPERTIES DELINEATED ON THIS PLAT ARE LOCATED ON JEFFERSON COUNTY, SHEPHERDSTOWN DISTRICT TAX MAP 24 AS PARCEL 12 AND MAP 24A AS PARCELS 16 AND 17, AND ARE ZONED RURAL DISTRICT.
- BOUNDARY INFORMATION IS BASED ON A COMPILATION OF EXISTING LAND RECORDS, A PLAT OF RESURVEY BY APPALACHIAN SURVEYS OF WEST VIRGINIA, LLC DATED AUGUST 25, 2003 RECORDED IN PLAT BOOK 27 AT PAGE 2; A PLAT OF RESURVEY BY DEWBERRY/APPALACHIAN SURVEYS DATED JANUARY 16, 2004 RECORDED IN DEED BOOK 1009 AT PAGE 624 (NORTHERN PART OF PARCEL 12); A PLAT OF RESURVEY BY DEWBERRY & DAVIS, LLC DATED JUNE 2, 2008 AND RECORDED IN DEED BOOK 2053 AT PAGE 79 AND A FIELD RUN BOUNDARY CHECK SURVEY.
- THE PROPERTIES SHOWN HEREON ARE CURRENTLY IN THE NAME OF ARCADIA DEVELOPMENT CO. AND WERE ACQUIRED FROM WILLIAM P. HENDERSON BY DEED DATED MARCH 22, 2000 RECORDED IN DEED BOOK 935 AT PAGE 604 AND DEED DATED FEBRUARY 12, 2004 RECORDED IN DEED BOOK 985 AT PAGE 363 AND FROM WILLIAM P. HENDERSON AND GINGER L. HENDERSON BY DEED OF GIFT DATED NOVEMBER 2, 2008 RECORDED IN DEED BOOK 1029 AT PAGE 429 AMONG THE LAND RECORDS OF JEFFERSON COUNTY, WEST VIRGINIA.
- THE PROPERTY SHOWN HEREON IS LOCATED IN FLOOD ZONE "C", AREAS LOCATED OUTSIDE THE 100-YEAR FLOODPLAIN, ACCORDING TO COMMUNITY PANEL 540085 0035 C OF THE FEMA FLOOD INSURANCE RATE MAP FOR JEFFERSON COUNTY, WEST VIRGINIA, DATE MARCH 14, 2001.
- PROPERTY CORNERS TO BE SET ARE 18" x 5/8" REBAR UNLESS OTHERWISE NOTED HEREON.
- ALL KNOWN EXISTING AND PROPOSED EASEMENTS AND RIGHTS-OF-WAY ARE SHOWN HEREIN. NO FUTURE EASEMENTS OR RIGHTS-OF-WAY ARE PROPOSED.
- UNLESS OTHERWISE NOTED, BUILDING SETBACKS ARE AS FOLLOWS:
FRONT: 25 FEET
SIDE: 12 FEET
REAR: 20 FEET
- A BLANKET EASEMENT SHALL BE GIVEN TO THE APPROPRIATE PUBLIC SERVICE DISTRICT AND JEFFERSON UTILITIES, INC. IN ALL SUBDIVISION RIGHTS-OF-WAY FOR THE PURPOSE OF CONSTRUCTING FUTURE WATER AND/OR SEWER LINES AND FACILITIES.
- A HOMEOWNER'S ASSOCIATION MUST BE ESTABLISHED WITHOUT DELAY AS SOON AS 50% OF THE PROPERTIES ARE SOLD. MEMBERSHIP IN THE ASSOCIATION IS MANDATORY FOR ALL PROPERTY OWNERS WITHIN THE SUBDIVISION. DEDICATE ALL COMMON LAND (SWM BASIN, ROADS, RIGHT-OF-WAYS, ETC.) TO THE HOMEOWNER'S ASSOCIATION.
- A COMMON INTEREST OWNERSHIP AGREEMENT MUST BE ESTABLISHED TO PROVIDE FOR THE MAINTENANCE OF COMMONLY-OWNED LAND, INCLUDING, BUT NOT LIMITED TO THE PRIVATE ROAD SYSTEM WITHIN THE SUBDIVISION. THIS AGREEMENT MUST BE DEVELOPED IN ACCORDANCE WITH THE UNIFORM COMMON INTEREST OWNERSHIP ACT OF WEST VIRGINIA.
- ONCE A HOMEOWNER'S ASSOCIATION IS FORMED THEY SHALL PETITION THE COUNTY COMMISSION TO ADOPT A LEASH LAW.
- THIS SITE DOES NOT FALL UNDER THE HILLSIDE DEVELOPMENT REGULATIONS.
- MODEL HOMES WITH A STAFFED SALES OFFICE FOR SALES EXCLUSIVELY WITHIN THE RESIDENTIAL SUBDIVISION THAT THEY ARE LOCATED ARE PERMITTED PROVIDED THAT THEY ARE CONTAINED ON THE FIRST LOT ON EITHER OR BOTH SIDES OF ANY ROAD / RIGHT-OF-WAY THAT ENTERS THE SUBDIVISION. LOTS 38 AND 419 ARE DESIGNATED AS MODEL HOME LOTS.
- LOT ACCESS LIMITED TO INTERIOR ROADS ONLY.
- ALL EXISTING AND FUTURE OPEN SPACE PARCELS LOCATED WITHIN THE COMMUNITY AS DESCRIBED IN THE DECLARATION ARE COMMON ELEMENTS FOR THE PURPOSES OF INGRESS AND EGRESS. ALL OTHER COMMON ELEMENTS FOR ALLOCATED INTERESTS INCLUDE THE IMPROVEMENTS WITHIN THE EXISTING AND FUTURE OPEN SPACE PARCELS, EXCEPT THOSE IMPROVEMENTS, SUCH AS SERVICE UTILITIES, WHICH ARE OWNED, OPERATED AND MAINTAINED BY GOVERNMENTAL AUTHORITIES OR UTILITY COMPANIES AND ANY IMPROVEMENTS DESIGNATED AS LIMITED COMMON ELEMENTS. THE COMMON ELEMENTS WITHIN THOSE AREAS MAY BE MORE SPECIFICALLY DEFINED IN ARTICLE 5 OF THE DECLARATION.
- ALL DRIVEWAY CULVERTS ARE TO BE 15" (MINIMUM) CMP OR EQUIVALENT.

AREA TABULATION:

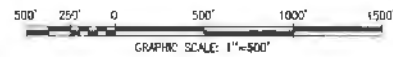
LOTS (38)	539,367 SQ. FT.	12.38202 ACRES
RIGHT-OF-WAY	158,896 SQ. FT.	3.64316 ACRES
RESERVE PARCEL	2,981,573 SQ. FT.	68.44750 ACRES
TOTAL AREA	3,679,836 SQ. FT.	84.47265 ACRES

RESIDENTIAL AREA: 12.38202 ACRES
OF LOTS: 38
DENSITY: 2.91 LOTS PER ACRE

REQUIRED PARK AREA(4%): 21,8174 ACRES DEDICATED FOR PUBLIC OR SEMI PUBLIC USE AS LOT B, PHASE I, SECTION 1, WHICH IS GREATER THAN 4% OF THE OVERALL SUBDIVISION



VICINITY MAP
SCALE: 1" = 200'



- LEGEND:**
- IPF = IRON PIPE FOUND
 - IR = IRON RE-BAR FOUND
 - = 4"x4" CONCRETE MAN TO BE SET
 - = 18"x5/8" RE-BAR TO BE SET

OWNER/DEVELOPER:
ARCADIA DEVELOPMENT CO.
117 N. BAILEY LANE
PURCELLVILLE, VA 20152
(540) 751-0321

LIST OF APPROVALS:

WV DEPARTMENT OF HIGHWAYS	
PERMIT #	5-89-0387 (ORIGINAL)
DATE:	ADDDENDUM 11-01-2007
PERMIT #	5-07-1082 (SWEETBRIAR ROAD)
DATE:	11-05-2007
WV DEPARTMENT OF HEALTH	
PERMIT #	17590 (WATER)
DATE:	05-05-2007
PERMIT #	17597 (SEWER)
DATE:	05-24-2007
PERMIT #	17781 (SEWER ADDENDUM)
DATE:	11-11-2007

ACCEPTANCE STATEMENT:
THE OWNER AND DEVELOPER, IN SIGNING THIS PLAT, AGREES TO ABIDE BY ALL CONDITIONS, TERMS AND SPECIFICATIONS PROVIDED HEREON.

Jeffrey S. Nelson
Jefferson County (11/07/07)
Instrument # 2007-0289
with separate documents
Request # 000111
9/17/07 25-196
Permitted for 214.0
MCL: 196 9/18/07



Approved final plat

SURVEYOR'S CERTIFICATE:

I, KEVIN D. NELSON, A PROFESSIONAL SURVEYOR IN THE STATE OF WEST VIRGINIA HEREBY CERTIFY THAT THIS PLAT IS ACCURATE, COMPLETE AND MEETS OR EXCEEDS MINIMUM STANDARDS FOR THE STATE AND/OR COUNTY REQUIREMENTS APPLICABLE ON THIS DATE. THIS SUBDIVISION COMPLIES WITH THE JEFFERSON COUNTY SUBDIVISION REGULATIONS, SECTION 8 1.C.6 FOR A CLOSURE WITHIN 1:7500. I FURTHER CERTIFY THAT THIS PLAT CONTAINS ALL THE INFORMATION REQUIRED IN ACCORDANCE WITH CHAPTER 36B, ARTICLE 2, SECTION 100 OF THE UNIFORM COMMON INTEREST OWNERSHIP ACT OF THE WEST VIRGINIA STATE CODE.



FINAL PLAT
OF
PHASE II, SECTION 1
HARVEST HILLS SUBDIVISION

TM 24, PARCEL 12 AND 13, 24A PARCELS 16 & 17
SHEPHERDSTOWN DISTRICT
JEFFERSON COUNTY, WEST VIRGINIA
SCALE: 1" = 60' NOTED
JUNE 30, 2008
REVISED: NOVEMBER 20, 2008

William H. Gordon Associates, Inc.
CML ENGINEERING - SURVEY - LAND PLANNING - LANDSCAPE ARCHITECTURE - SITE DESIGN - CONSULTING - GIS
301 N. Mount Street, Suite 1

I, JASON, AM RESPONSIBLE FOR THE USE OF THIS DRAWING AS SHOWN IN PART OR IN WHOLE BY ANY, NONE, & WITHOUT MY WRITTEN AUTHORIZATION FROM WILLIAM P. HENDERSON, JAMES, INC.

**JEFFERSON COUNTY
DEPARTMENT OF PLANNING, ZONING & ENGINEERING
CONDITIONAL USE PERMIT
HARVEST HILLS SUBDIVISION #Z00-06**

This is to certify that effective May 22, 2001, the property described as:

Developer/Owner: William P. Henderson, owner
P. O. Box 64
Sheenadosh Junction, West Virginia 25442
(304)-876-0605
Telephone Number:
Developer/Owner: Arcadia Building Company, developer
P. O. Box 1778
Leesburg, Virginia 20177
(703)-771-2626
Telephone Number:
Tax Map Reference: Shepherdstown District, Map 24, Parcels 12 & 13
Deed Book Reference: Deed Book 927, Page 239
Subdivision Name: Harvest Hills
Zoning District: Rural

has been granted permission to use said property in the following way: 392 single family lots; 23 acre school site; Duffield's Train Station relocation; 2.00 acre church site; and, minimum of 141 acres of open space.

CONDITIONAL UPON:

- Cooperation with nonprofit groups to preserve the historic train station with the permission of the record owner of the property;
- Execute a bond to fix the curve on Route 17 (Flowing Springs Road) if title is obtained by the West Virginia Department of Highways to do so;
- No street lighting;
- Disclose to potential buyers the intensity of the train traffic;
- Build a fence between the development and the railroad tracks;
- Discuss and encourage telecommunications link-ups with utility companies;
- Inform potential buyers of farming activities in the area (i.e. smells, noises, animals, equipment) and the farmer's right to farm;
- Prepare a traffic study;
- Install a traffic light at the intersection of Route 17 (Flowing Springs Road) and Route 192 (Melvin Road) if warranted by the West Virginia Department of Highways;
- Provide quality control of storm water management to County standards;
- Provide buffers to lessen the impact of the development on the Duffield's historic area;
- Density not being increased by more than what is currently proposed;
- Property not being relinquished that is not owned by the owner/developer;
- Provide a fence between the development and Siffen Myers property;

**JEFFERSON COUNTY
DEPARTMENT OF PLANNING, ZONING & ENGINEERING
CONDITIONAL USE PERMIT
HARVEST HILLS SUBDIVISION - #Z00-06
PAGE TWO**

- Provide an economic study to determine the cost of services versus tax collections;
- Not locating a water tank on the property;
- Give the land earmarked for the School Board to the Jefferson County Parks and Recreation Commission or other sports organization if not used by the School Board;
- Provide a historic and archeological study of the property;
- Any further change in use or expansion processing through the Jefferson County Department of Planning, Zoning and Engineering to update this certificate; and, all other applicable County regulations being followed.

In the event construction is not commenced by November 21, 2002, said permission will expire unless an extension is granted. Extensions must be formally requested of the Jefferson County Department of Planning, Zoning and Engineering prior to the expiration date.

This certificate in no way relieves the owner, applicant or user from any requirements of the Jefferson County Ordinances unless appropriate variances are granted by the appropriate County authority.

[Signature]
Zoning Administrator

Date: 5/22/01 (only)
[Signature]

Department of Planning, Zoning & Engineering Seal:

[Stamp]
RECEIVED
JEFFERSON COUNTY DEPT. OF PLANNING, ZONING & ENGINEERING
DATE RECEIVED: 5/22/01
DOCUMENT #:
CASE #:
OFFICIAL USE ONLY

IF THIS DRAWING IS ALLOTTED IN PART OR IN WHOLE BY ANY PROCESS WITHOUT WRITING, REVISIONS, OR NOTICES FROM WILLIAM H. COPSON ASSOCIATES, INC.

CURVE TABLE:

CURVE	ARC LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BEARING
C1	149.40'	447.71'	19°07'39"	75.43'	148.77'	N59°31'42"W
C2	76.67'	50.00'	87°51'45"	48.17'	59.36'	N55°35'47"W
C3	41.87'	447.71'	5°21'30"	20.95'	41.85'	N50°38'37"W
C4	107.59'	447.71'	13°46'10"	54.06'	107.34'	N62°12'26"W
C5	78.54'	50.00'	90°00'00"	50.00'	70.71'	S33°20'06"W
CR	35.00'	50.00'	40°12'40"	10.30'	34.38'	S58°13'46"W
C7	43.45'	50.00'	40°47'20"	23.20'	42.09'	S13°13'46"W
C8	78.54'	50.00'	90°00'00"	50.00'	70.71'	S56°30'54"E
C9	327.90'	375.00'	50°05'58"	175.26'	317.55'	N76°36'53"W
C10	2.00'	375.00'	0°19'04"	1.04'	2.06'	S78°29'38"W
C11	104.34'	375.00'	15°56'29"	52.51'	104.00'	S86°37'35"W
C12	104.01'	375.00'	15°53'30"	52.34'	103.68'	N7°27'36"W
C13	104.34'	375.00'	15°56'33"	52.51'	104.01'	N61°32'34"W
C14	13.13'	375.00'	2°00'21"	6.57'	13.13'	N52°34'07"W
C15	619.54'	325.00'	91°25'33"	334.16'	465.96'	N82°38'17"E
C16	133.47'	325.00'	23°31'54"	67.66'	132.54'	S63°18'52"E
C17	154.81'	325.00'	27°17'35"	78.90'	153.35'	S88°44'35"E
C18	138.00'	325.00'	24°30'18"	70.58'	137.94'	N65°21'29"E
C19	92.25'	325.00'	18°15'50"	46.44'	91.94'	N44°58'26"E
C20	162.60'	425.00'	21°55'15"	82.31'	161.61'	S47°48'08"W

CURVE TABLE:

CURVE	ARC LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BEARING
C21	77.82'	425.00'	10°27'51"	38.92'	77.51'	S42°04'28"W
C22	84.95'	425.00'	11°07'24"	42.63'	84.84'	S53°02'05"W
C23	107.59'	375.00'	15°26'18"	54.17'	107.22'	S45°03'39"W
C24	599.47'	375.00'	91°35'33"	385.57'	537.65'	N82°38'17"E
C25	87.76'	375.00'	10°21'08"	33.97'	87.66'	N42°01'05"E
C26	101.03'	375.00'	15°28'06"	50.82'	100.72'	N54°54'43"E
C27	80.00'	375.00'	12°13'23"	40.15'	79.55'	N65°44'29"E
C28	86.00'	375.00'	12°13'23"	40.15'	79.55'	N80°57'52"E
C29	80.00'	375.00'	12°13'23"	40.15'	79.55'	S88°48'45"E
C30	80.00'	375.00'	12°13'23"	40.15'	79.55'	S74°35'22"E
C31	84.00'	375.00'	12°50'04"	42.18'	83.63'	S82°03'38"E
C32	28.69'	375.00'	4°04'40"	13.35'	26.68'	S53°36'18"E
C33	284.16'	325.00'	50°05'58"	151.89'	275.21'	N76°38'55"W
C34	0.91'	325.00'	0°09'39"	0.46'	0.91'	S51°38'48"E
C35	145.63'	325.00'	25°50'57"	74.56'	145.30'	S64°39'04"E
C36	133.27'	325.00'	23°29'43"	67.58'	132.34'	S89°18'24"E
C37	3.37'	325.00'	0°35'38"	1.68'	3.37'	N78°37'55"E
C38	78.54'	50.00'	90°00'00"	50.00'	70.71'	S33°20'06"W
C39	156.61'	430.00'	20°52'06"	78.18'	155.75'	N61°17'45"E
C40	6.82'	375.00'	1°02'28"	3.41'	6.82'	N52°45'34"E
C41	100.77'	375.00'	15°23'49"	50.69'	100.47'	N44°32'25"E

LINE TABLE

LINE	BEARING	DISTANCE
L1	N10°22'13"W	33.00'
L2	S22°47'10"E	11.80'
L3	N37°45'40"W	7.84'
L4	N80°31'26"W	20.00'
L5	N57°57'34"W	22.77'
L6	N80°52'53"W	71.92'
L7	N38°02'18"E	35.20'
L8	S77°51'42"E	37.64'
L9	S27°38'55"W	3.76'
L10	S08°31'08"E	15.02'
L11	S07°15'37"E	35.50'
L12	S08°11'05"W	47.27'
L13	S07°14'03"E	17.32'
L14	S25°11'25"W	55.24'
L15	N10°48'14"W	21.48'
L16	N42°42'00"W	17.18'



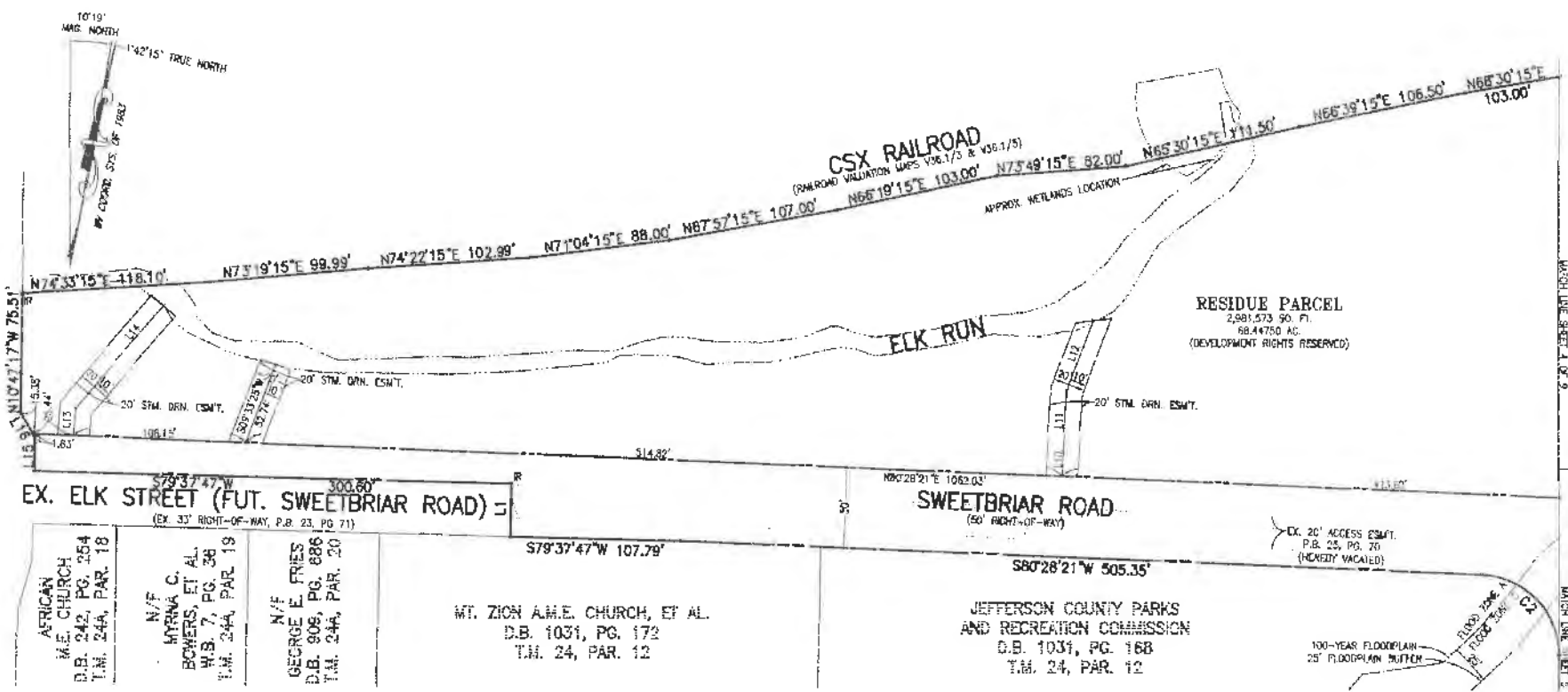
Approved Final Plat
[Signature]
Director of Planning and Zoning
2/24/10

**FINAL PLAT
PHASE II, SECTION I
HARVEST HILLS**

T.M. 34 PARCELS TO BE LAIN AND HANDLED TO & 17
SHEENADOSH JUNCTION DISTRICT
JEFFERSON COUNTY, WEST VIRGINIA
SCALE: 1" = 40' (SEE SHEET 20, 2008)



FLOWING SPRINGS ROAD - ROUTE 17
(VARIABLE WIDTH RIGHT-OF-WAY)



- LEGEND:**
- IFF = IRON PIPE FOUND
 - IR = IRON RE-BAR FOUND
 - = 4"x4" CONCRETE MON. TO BE SET
 - = 18"x5/8" RE-BAR TO BE SET

Job No. 254-10
 SHEPHERD COUNTY DISTRICT
 301 W. MAIN STREET, SUITE 1
 CHARLES TOWN, WEST VIRGINIA 25414
 PHONE: 304.251.1111
 FAX: 304.251.1112
 WWW: WWW.GCAI.COM



Approved final plat
Charles M. Beckman
 Director of Planning and Zoning
 2-24-10

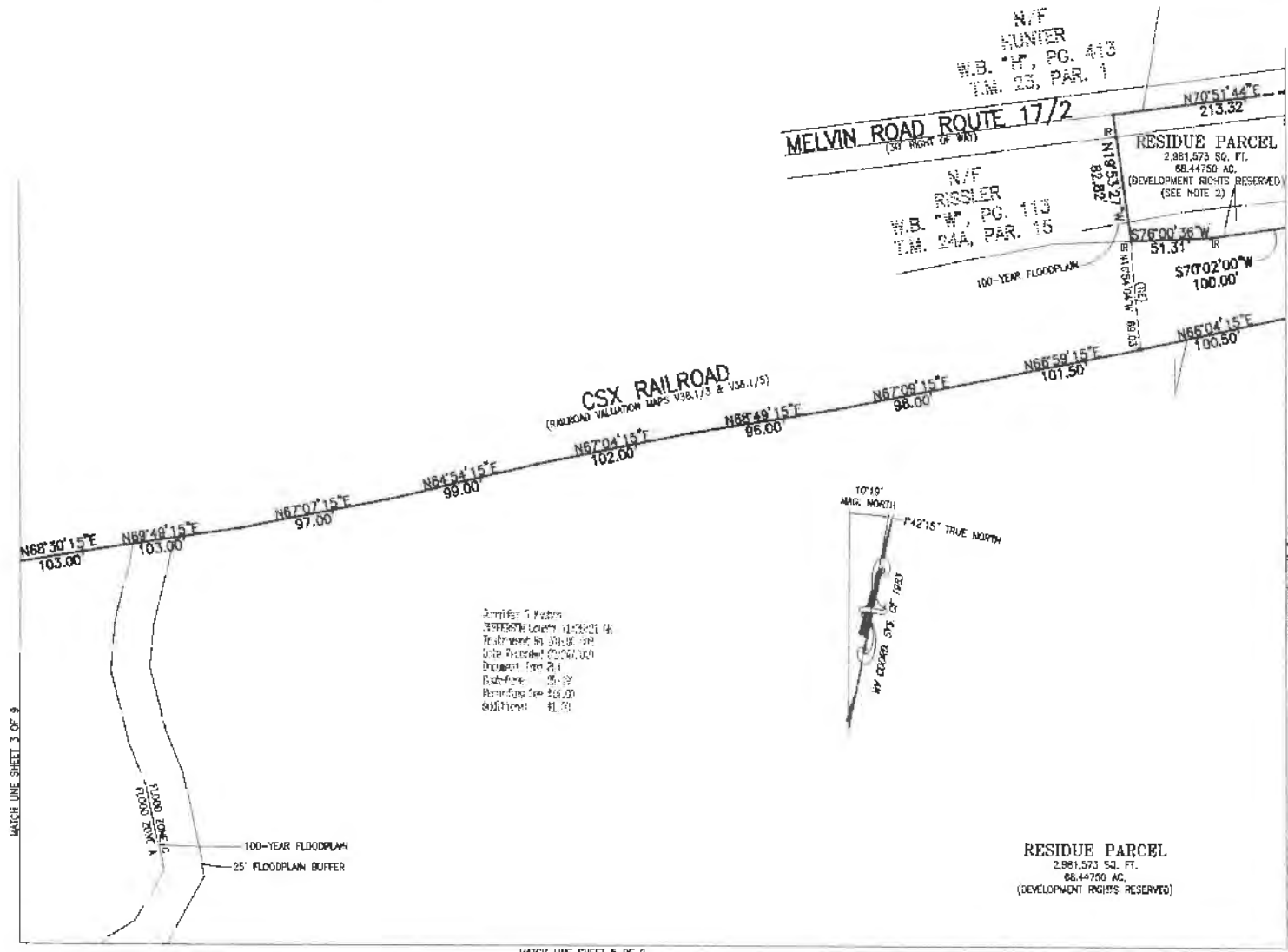
FINAL PLAT
 OF
PHASE II, SECTION 1
HARVEST HILLS
 T.M. 24, PARCEL 12 AND T.M. 24A, PARCELS 16 & 17
 SHEPHERD TOWN DISTRICT
 JEFFERSON COUNTY, WEST VIRGINIA
 SCALE: 1" = 40'
 DATE: JUNE 30, 2008
 REVISION: NOVEMBER 20, 2008



MAY 2008 - NO REPRODUCTION OR USE OF THIS DOCUMENT IS ALLOWED IN PART OR IN WHOLE BY ANY PROCESS WITHOUT PRIOR WRITTEN AUTHORIZATION FROM WILLIAM H. GORDON ASSOCIATES, INC.

MATCH LINE SHEET 1 OF 2
 MATCH LINE SHEET 5 OF 5

MAY 2008 - REPRODUCTION OR USE OF THIS DRAWING IS ALLOWED IN WHOLE OR IN PART BY ANY PERSON WITHOUT WRITTEN AUTHORIZATION FROM WILLIAM H. GORDON ASSOCIATES, INC.



Jennifer L. Waters
 Jefferson County - 11/20/01 OK
 Registered in 2008 OK
 State Record# 00004100
 Document Fee \$14
 Notarize \$5.00
 Recording Fee \$16.00
 Subtotal \$11.00

LEGEND:

- IPF = IRON PIPE FOUND
- IR = IRON RE-BAR FOUND
- = 4"x4" CONCRETE MON. TO BE SET
- = 1/2"x5/8" RE-BAR TO BE SET



Approved Final Plat
 Jennifer M. Blackman/asp
 Director of Planning + Zoning
 2-24-10

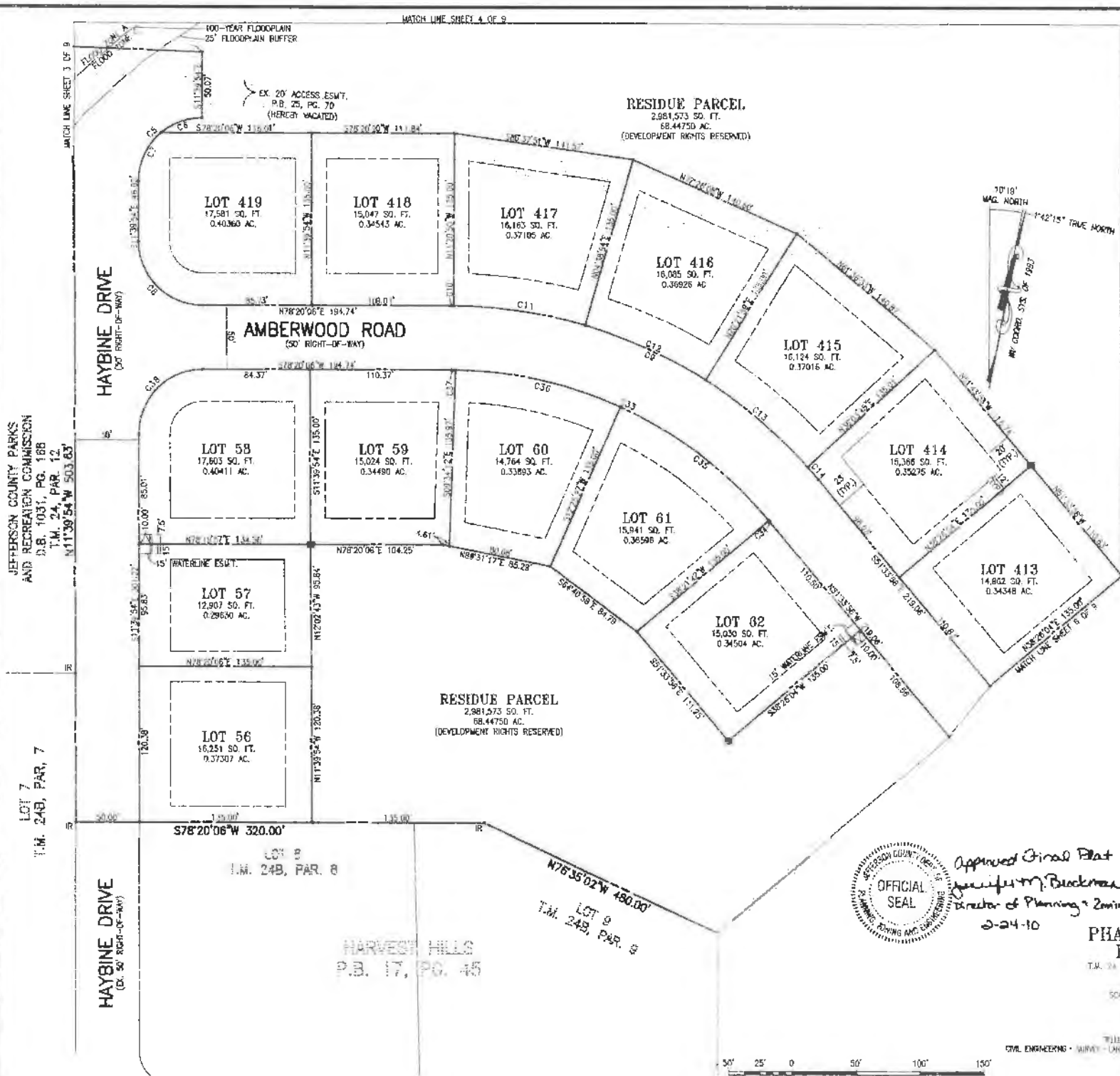
FINAL PLAT
 OF
PHASE II, SECTION 1
HARVEST HILLS
 T.M. 24, PARCELS 17 AND T.M. 24A, PARCELS 16 & 17
 SHEPHERDSTOWN DISTRICT
 JEFFERSON COUNTY, WEST VIRGINIA
 SCALE: 1"=50'
 JUNE 30, 2008
 (REVISED: NOVEMBER 20, 2008)



William H. Gordon Associates, Inc.
 CIVIL ENGINEERING - SURVEY - LAND PLANNING - LANDSCAPE ARCHITECTURE - SITE SECURITY CONSULTING - GIS
 301 N. Hillcrest Street, Suite
 Charles Town, West Virginia 25414



2010-2009-40 REPRODUCTION OR USE OF THIS DRAWING IS ALLOWED IN PART OR IN WHOLE BY ANY PERSON WITHOUT ANY FURTHER AUTHORIZATION FROM WILLIAM H. GORDON ASSOCIATES, INC.



Number of Survey
 578549
 Date of Survey
 05/14/2009
 Date Approved
 06/23/2010
 Issued by
 William H. Gordon
 Registered Professional Engineer
 No. 10000
 State of West Virginia
 Approved
 \$1.00

- LEGEND:**
- 1/2" = IRON PIPE FOUND
 - 1/4" = IRON RE-BAR FOUND
 - = 4"x4" CONCRETE MARK, TO BE SET
 - = 1/2"x5/8" RE-BAR TO BE SET



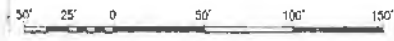
Approved Final Plat
 William M. Beckman, Inc.
 Director of Planning & Zoning
 2-24-10

FINAL PLAT
OF
PHASE II, SECTION 1
HARVEST HILLS

T.M. 24 PARCEL 10 AND THE OAK HARBOR 16 & 17
 150TH WRESTOWN DISTRICT
 JEFFERSON COUNTY, WEST VIRGINIA
 SCALE: 1"=50' JUNE 30, 2010



William H. Gordon Associates, Inc.
 CIVIL ENGINEERING • SURVEY • LAND PLANNING • LANDSCAPE ARCHITECTURE • SITE SECURITY CONSULTING • GIS
 101 N. Market Street, Suite 1
 Charles Town, West Virginia 25414

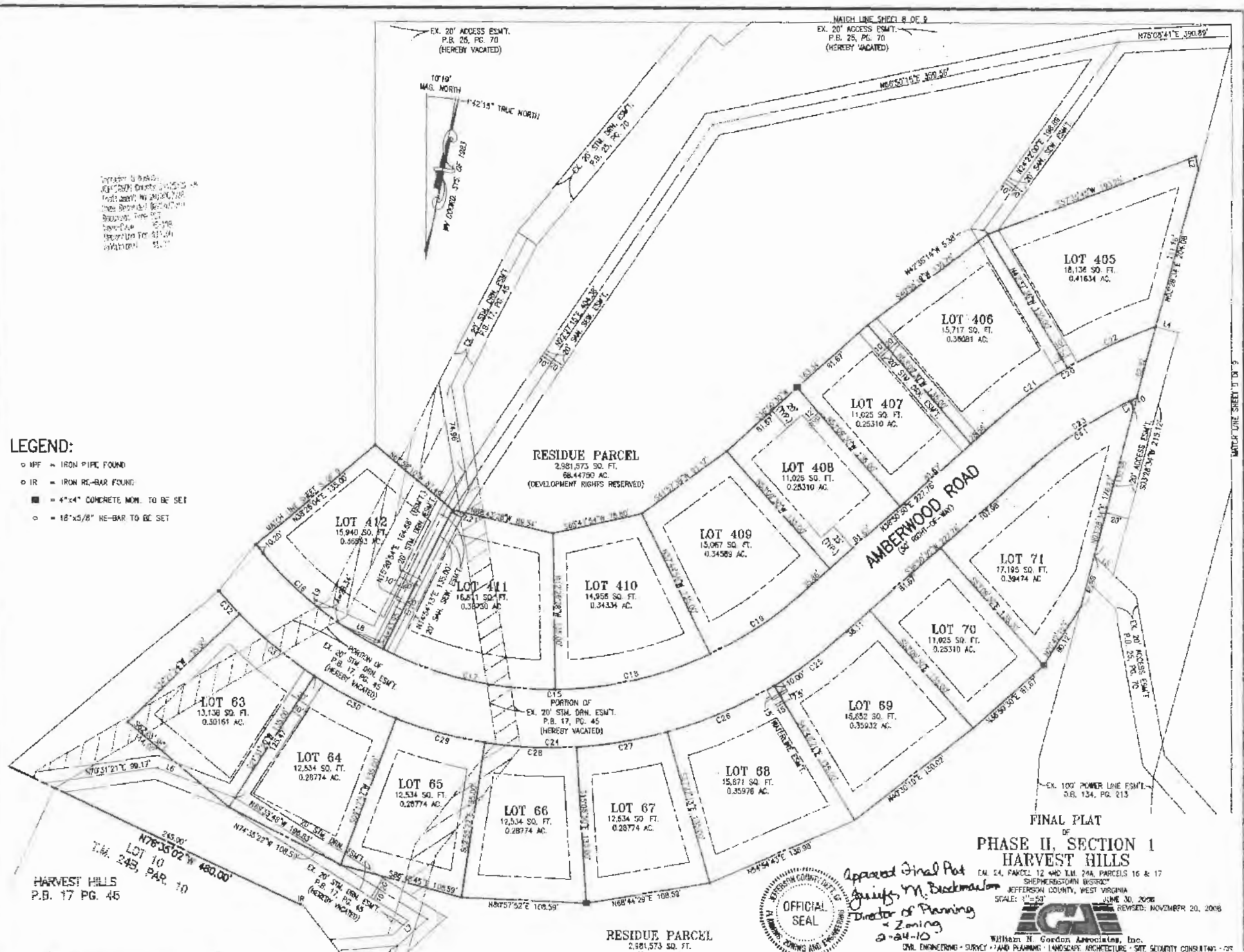


CONTRACTOR'S NOTES:
 1. ALL UTILITIES SHOWN ARE
 BASED ON RECORD PLANS AND
 FIELD SURVEY. NO ASSURANCE
 IS MADE AS TO THE ACCURACY
 OF THESE UTILITIES.
 2. ALL UTILITIES SHALL BE
 DEEPENED TO A MINIMUM
 OF 36" BELOW FINISHED
 GRADE.
 3. ALL UTILITIES SHALL BE
 PROTECTED BY A 12" CONCRETE
 PIPE RING.
 4. ALL UTILITIES SHALL BE
 MARKED WITH RED PAINT
 AND FLAGGED AT 5' INTERVALS.
 5. ALL UTILITIES SHALL BE
 MARKED WITH RED PAINT
 AND FLAGGED AT 5' INTERVALS.
 6. ALL UTILITIES SHALL BE
 MARKED WITH RED PAINT
 AND FLAGGED AT 5' INTERVALS.
 7. ALL UTILITIES SHALL BE
 MARKED WITH RED PAINT
 AND FLAGGED AT 5' INTERVALS.
 8. ALL UTILITIES SHALL BE
 MARKED WITH RED PAINT
 AND FLAGGED AT 5' INTERVALS.
 9. ALL UTILITIES SHALL BE
 MARKED WITH RED PAINT
 AND FLAGGED AT 5' INTERVALS.
 10. ALL UTILITIES SHALL BE
 MARKED WITH RED PAINT
 AND FLAGGED AT 5' INTERVALS.

LEGEND:

- I/PF = IRON PIPE FOUND
- IR = IRON RE-BAR FOUND
- 4"x4" CONCRETE MON. TO BE SET
- 18"x5/8" RE-BAR TO BE SET

THIS DOCUMENT IS UNLAWFUL TO REPRODUCE OR TRANSMIT IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF WILLIAM H. GORDON ASSOCIATES, INC.



HARVEST HILLS
 P.B. 17 PG. 45
 T.M. 243, PAR. 10



Approved Final Plat
 Quincy M. Blackmon
 Director of Planning
 & Zoning
 2-24-10

FINAL PLAT
 OF
PHASE II, SECTION I
HARVEST HILLS

PARCELS 12 AND 13, PARCELS 16 & 17
 SHEPHERDSTOWN DISTRICT
 JEFFERSON COUNTY, WEST VIRGINIA
 SCALE: 1"=50'
 DATE: JUNE 30, 2008
 REVISED: NOVEMBER 20, 2008



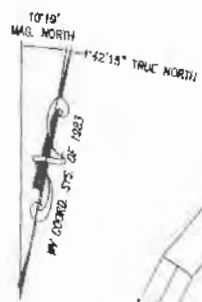
William H. Gordon Associates, Inc.
 CIVIL ENGINEERING • SURVEY • LAND PLANNING • LANDSCAPE ARCHITECTURE • SITE SECURITY CONSULTANTS • 30

RESIDUE PARCEL
 2,981,573 SQ. FT.
 68.44750 AC.

MATCH LINE SHEET J OF 9

MATCH LINE SHEET B OF 9
 EX. 20' ACCESS ESM'T.
 P.B. 25, PG. 70
 (HEREBY VACATED)

EX. 20' ACCESS ESM'T.
 P.B. 25, PG. 70
 (HEREBY VACATED)



EX. 100' POWER LINE ESM'T.
 S.B. 134, PG. 213

MELVIN ROAD ROUTE 17/2
(30' RIGHT OF WAY)

N/F
JENKINS
D.B. 837, PG. 244
T.M. 23, PAR. 3

RESIDUE PARCEL
2,981,573 SQ. FT.
68.44750 AC.
(DEVELOPMENT RIGHTS RESERVED)
(SEE NOTE 2)

CSX RAILROAD
(RAILROAD VALUATION MAPS V36.1/3 & V36.1/5)
DISTRICT 9, TAX MAP 24

RESIDUE PARCEL
2,981,573 SQ. FT.
68.44750 AC.
(DEVELOPMENT RIGHTS RESERVED)



MATCH LINE SHEET 1 OF 2

MATCH LINE SHEET 5 OF 9

LEGEND:

- IPF = IRON PIPE FOUND
- IR = IRON RE-BAR FOUND
- = 4" x 4" CONCRETE MON. TO BE SET
- = 18" x 5/8" RE-BAR TO BE SET

Approved Final Plat
Jennifer M. Blackman, JPA
Director of Planning & Zoning
2-24-10



FINAL PLAT
OF
PHASE II, SECTION 1
HARVEST HILLS

T.M. 24 PARCELS 13 AND T.M. 24A PARCELS 16 & 17
SHEPHERDSTOWN DISTRICT
JEFFERSON COUNTY, WEST VIRGINIA
SCALE: 1"=50' DATE: 02/20/2010
REVISED: NOVEMBER 20, 2008



William H. Gordon Associates, Inc.
CIVIL ENGINEERING - SURVEY - LAND PLANNING - LANDSCAPE ARCHITECTURE - SITE SECURITY CONSULTING - GIS
101 N. Monroe Street, Suite 1
Charleston, West Virginia 25414



2012 2004. NO REPRODUCTION OR USE OF THIS DRAWING IS ALLOWED IN PART OR IN WHOLE BY ANY PROCESS WITHOUT PRIOR WRITTEN AUTHORIZATION FROM WILLIAM H. GORDON ASSOCIATES, INC.



RESIDUE PARCEL
 2,981,573 SQ. FT.
 67,475 SQ. YD.
 (DEVELOPMENT RIGHTS RESERVED)

Approved Street Plan
 Quincy M. Burkman
 Director of Planning
 Zoning
 61-224-10



of FINAL PLAT
PHASE II, SECTION I
HARVEST HILLS
 PARCELS 12 AND 14, 21A, PARCELS 16 & 17
 SHEPHERDSTOWN DISTRICT
 JEFFERSON COUNTY, WEST VIRGINIA
 SOLE: P.L.L.C.
 JUNE 20, 2008
 REVISED: NOVEMBER 20, 2008

- LEGEND:**
- IRF = IRON PIPE FOUND
 - IR = IRON RE-BAR FOUND
 - = 4" x 4" CONCRETE MON. TO BE SET
 - = 16" x 5/8" RE-BAR TO BE SET



JEFFERSON COUNTY BOARD OF SUPERVISORS
 Planning, Zoning and Building
 201 N. Market Street, Suite 200
 Charles Town, West Virginia 25414
 CIVIL ENGINEERING - SURVEY - LAND PLANNING - ARCHITECTURE - SITE SECURITY CONSULTING - GIS
 JUNE 20, 2008
 REVISED: NOVEMBER 20, 2008

THIS DEED made this 19th day of October, 2015, by and between **ARCADIA COMMUNITIES, L.L.C.**, a Virginia limited liability company, successor by conversion to Arcadia Communities, Inc., a Virginia corporation authorized to do business in West Virginia, hereinafter referred to as GRANTOR; and **ARCADIA INTER VIVOS TRUST**, under a trust agreement dated October 19th, 2015, hereinafter referred to as GRANTEE.

WITNESSETH: That for and in consideration of the sum of Ten Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, the said Grantor does hereby grant and convey, transfer and set over unto the Grantee, all of its right, title and interest in and to the parcels of real property as described as follows:

SEE ATTACHED LEGAL DESCRIPTION for PARCELS 1, 2, 3.

THIS CONVEYANCE IS MADE SUBJECT TO all covenants, conditions, restrictions and easements of record or in existence.

THIS CONVEYANCE IS ALSO MADE SUBJECT TO the following reservations for non-exclusive easements for the benefit of the GRANTOR, its successors or assigns, and at Grantor's request Grantee shall cause any one or more of the same to be conveyed to a utility or municipal authority within thirty (30) days after such request, or, at Grantee's option, Grantee will assume the operation and maintenance of the facilities located within such easements and cause bonds and sureties posted by Grantor to be replaced so that Grantee is responsible for the same, in which event Grantee will indemnify Grantor from all costs and liabilities arising after such thirty (30) day period until Grantor is fully released from the bonds and all associated liability:

PARCEL 1:

1) 15' Sanitary Sewer Easement across Multi-Family Parcel 1 as shown on the plat entitled "Final Plat of Arcadia-Norborne Glebe, LLC" dated April 9, 2007, revised through November 17, 2007, and recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Plat Book 25 at page 6, and described thereon as "15' San. Sew. Esm't"

2) 15' Sanitary Sewer Easement across SWM Facility Parcel J as shown on the plat entitled "Final Plat of Arcadia-Norborne Glebe, LLC" dated April 9, 2007, revised through November 17, 2007, and recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Plat Book 25 at page 6, and described thereon as "15' San. Sew. Esm't"

3) 15' Sanitary Forcemain Easement across Multi-Family Parcel I and Commercial Lot Parcel H as shown on the plat entitled "Final Plat of Arcadia-Norborne Glebe, LLC" dated April 9, 2007, revised through November 17, 2007, and recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Plat Book 25 at page 6, and described thereon as "15 San. Forcemain Easement"

4) Temporary Access Easement across Commercial Lot Parcel H, Multi-Family Parcel I and SWM Facility Parcel J as shown on the plat entitled "Final Plat of Arcadia-Norborne Glebe, LLC" dated April 9, 2007, revised through November 17, 2007, and recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Plat Book 25 at page 6

5) Signage Easement on Commercial Lot Parcel H as shown on the plat entitled "Final Plat of Arcadia-Norborne Glebe, LLC" dated April 9, 2007, revised through November 17, 2007, and recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Plat Book 25 at page 6, and described thereon as "Signage Easement;" Provided, That Grantor and Grantee herein agree that (i) any improvements contained or located within the easement may not be removed, and (ii) the area of such easement may be reduced by Grantee as long as the then-current improvements remain within the reduced easement area.

6) Signage Easement on Parcel G as shown on the plat entitled "Final Plat of Arcadia Development Co" dated April 4, 2007, and revised through November 9, 2007, and recorded in the aforesaid Clerk's Office in Plat Book 25 at page 5, and described thereon as "Signage Easement ;" Provided, That Grantor and Grantee herein agree that (i) any improvements contained or located within the easement may not be removed, and (ii) the area of such easement may be reduced by Grantee as long as the then-current improvements remain within the reduced easement area.

7) 20' Water Line Easement off Campbell Drive in Parcel F as shown the plat entitled "Final Plat of Arcadia Development Co" dated April 4, 2007, and revised through November 9, 2007, and recorded in the aforesaid Clerk's Office in Plat Book 25 at page 5.

8) 15' Sanitary Sewer Easement off of Barksdale Drive and on Other Lands of Arcadia Communities, Inc., and part of a 15' Sanitary Sewer Easement across the rear boundary lines of Lots 231 through 239 and on Other Lands of Arcadia Communities, Inc., as shown on Sheet 3 of 4 of a plat entitled "Final Subdivision Plat of Norborne Glebe Phase 5" dated September 9, 2013, and recorded in the aforesaid Clerk's Office in Plat Book 25 at page 502.

9) 15' Sanitary Sewer Easement, 15' Storm Sewer Easement, 15' Waterline Easement and Storm Sewer Easements off of Candlewood Drive and near the traffic circle surrounding Open Space Parcel C on Other Lands of Arcadia Communities, Inc., as shown on Sheet 4 of 4 of a plat entitled "Final Subdivision Plat of Norborne Glebe Phase 4" dated June 7, 2013, and recorded in the aforesaid Clerk's Office in Plat Book 25 at page 389.

10) 24' Storm Sewer Easement off Courier Drive on Other Lands of Arcadia Communities, Inc., as shown on Sheet 4 of 4 of a plat entitled "Final Subdivision Plat of Norborne Glebe Phase 4" dated June 7, 2013, and recorded in the aforesaid Clerk's Office in Plat Book 25 at page 389.

11) 20' Water Line Easement off Candlewood Drive as shown on Sheet 3 of 4 on a plat entitled "Final Subdivision Plat of Norborne Glebe Phase 3" dated June 19, 2013, and recorded in the aforesaid Clerk's Office in Plat Book 25 at page 405.

12) Water Line and Sewer Easements across Lot 1A1 as shown on a plat entitled "Plat of Correction Norborne-Glebe Phase 1" dated June 18, 2002 and revised through October 29, 2007, and recorded in the Office of the Clerk of the County Commission in Plat Book 25 at page 55.

PARCEL 2:

1) 20' Berkeley County Public Sanitary Sewer District Easement as shown on as shown on the plat entitled "Re-Plat of Phase 1, Section 1, Yorkshire Glen" dated October 1, 2007, and recorded in the Office of the Clerk of the County Commission of Berkeley County, West Virginia, in Plat Book 14 at page 8, and described thereon as "20' B.C.P.S.S.D. Esm't".

2) Berkeley County Public Sanitary Sewer District Pump Station Easement as shown on the plat entitled "Re-Plat of Phase 1, Section 1, Yorkshire Glen" dated October 1, 2007, and recorded in the aforesaid Clerk's Office in Plat Book 14 at page 8, and described thereon as "B.C.P.S.S.D. Pump Station Esm't".

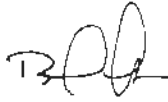
IN ADDITION TO THE EASEMENTS HEREIN RESERVED, the following are also reserved to GRANTOR over Parcel 1 and Parcel 2: (i) all utilities, pump stations, roads, water lines, sewer lines, drainage and storm water management facilities, community signage and other facilities that were bonded and/or constructed by Grantor, or which are to be bonded and constructed by Grantor, and which are necessary for the intended use of Grantor's remaining property (such matters are the "Required Elements"), (ii) a reservation of sufficient sewer, water and storm water management capacity from all Required Elements to assure that Grantor will have the capacity necessary to serve the Grantor's remaining property and the intended use thereof, and (iii) all permits, licenses and approvals associated with the Required Elements. The parties hereto acknowledge and agree that in connection with the use and development of the property herein conveyed and the property owned by Grantor and adjacent or in the vicinity of the property herein conveyed, that certain additional easements and dedications may be required. The parties herein agree to cooperate in good faith to grant any such easements and dedications, provided the same do not materially affect the use and development of their respective property and without cost to the party granting such easement or dedication. All easements and dedications shall be on a mutually agreeable form and the parties will negotiate the same in good faith and obtain the consents of any secured lender to the same. This agreement will run with the land and be binding on the parties hereto and their respective successors and assigns.

DECLARATION OF CONSIDERATION OR VALUE

Under penalties of fine and imprisonment, as provided by law, the undersigned hereby declare that the transfer of real estate included in this document to which this declaration is appended is not subject to the West Virginia Excise Tax on the Transfer of real estate for the reason that the same is a transfer to an inter vivos trust and therefore exempt under West Virginia Code §11-22-1(4).

WITNESS the following signature and seal:

ARCADIA COMMUNITIES, L.L.C.

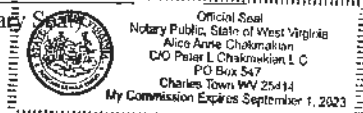
BY:  _____ (SEAL)
Name: BRAD DURGA
Title: COO

STATE OF WEST VIRGINIA
COUNTY OF JEFFERSON, to wit:

I, Alice Anne Chakmakian, a Notary Public within and for said County and State, do hereby certify that Brad Durga, COO, whose name is signed to the writing above, bearing date the 19th day of October, 2015, for ARCADIA COMMUNITIES, L.L.C., has this day in my said County, before me, acknowledged the said writing to be the act and deed of said Limited Liability Company.

Given under my hand this 19th day of October, 2015.
My commission expires: 9/1/23

(Affix Notary Seal)



Alice Anne Chakmakian
Notary Public

THIS INSTRUMENT PREPARED BY: Peter L. Chakmakian, Attorney at Law, P.O. Box 547, Charles Town, West Virginia 25414

LEGAL DESCRIPTION

PARCEL 1: NORBORNE GLEBE nka ARCADIA CHASE

The following certain tracts or parcels of real estate with the improvements thereon, and all rights, ways and easements incident thereto, situate in City of Charles Town, Jefferson County, West Virginia, more particularly described as follows:

TRACT ONE:

1) All that certain lot or parcel of real estate which is more particularly bounded and described according to a survey and plat made by William H. Gordon Associates, Inc., dated April 12, 2007, and revised November 12, 2007, and March 24, 2008, entitled "Plat Showing Boundary Survey of Arcadia Development Co.," thereon described as "Parcel C-1" Arcadia Development Co., containing 1.89178 Acres, which said survey and plat is attached to and recorded with, and made a part of a deed recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Deed Book 1049 at page 444.

2) All that certain lot or parcel of real estate which is more particularly bounded and described according to a survey and plat made by William H. Gordon Associates, Inc., dated August 23, 2006, and revised August 30, 2006, November 30, 2006, November 12, 2007, and March 24, 2008, entitled "Plat Showing Boundary Survey of Arcadia Development Co.," thereon described as "Parcel C-2" Arcadia Development Co., containing 0.36132 Acres, which said survey and plat is attached to and recorded with, and made a part of a deed recorded in the aforesaid Clerk's Office in Deed Book 1049 at page 457.

3) All that certain lot or parcel of real estate which is more particularly bounded and described according to a survey and plat made by William H. Gordon Associates, Inc., dated April 13, 2007, and revised November 12, 2007, and March 24, 2008, entitled "Plat Showing Boundary Survey of Arcadia Development Co.," thereon described as "Parcel D" Arcadia Development Co., containing 1.62348 Acres, which said survey and plat is attached to and recorded with, and made a part of a deed recorded in the aforesaid Clerk's Office in Deed Book 1049 at page 449.

4) All that certain lot or parcel of real estate which is more particularly bounded and described according to a survey and plat made by William H. Gordon Associates, Inc., dated April 4, 2007, and revised April 20, 2007, June 27, 2007, September 14, 2007, November 9, 2007, and January 4, 2007, entitled "Final Plat of Parcels E, F & G, Norborne Glebe", which said survey and plat is recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Plat Book 25 at page 5, thereon described as Parcel G, containing 2.68361 Acres.

5) All that certain lot or parcel of real estate which is more particularly bounded and described according to a survey and plat made by William H. Gordon Associates, Inc., dated April 9, 2007, and revised April 16, 2007, June 27, 2007, September 14, 2007, October 4, 2007, November 17, 2007, and December 20, 2007, entitled "Final Plat of Arcadia-Norborne Glebe, L.L.C.," which said survey and plat is recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Plat Book 25 at page 6, thereon described as Parcel H, containing 23.99832 Acres.

AND BEING the same parcels of real estate that were conveyed unto Arcadia Communities, Inc., a Virginia corporation by deed from Arcadia-NG Evitts Run, L.L.C., a West Virginia limited liability company acting by and through Robert O. Tyler, Chapter 7 Trustee for Arcadia-NG Evitts Run, L.L.C., and pursuant to an Order of the United States Bankruptcy Court for the Eastern District of Virginia Alexandria Division, dated February 29, 2012, and recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, on March 20, 2012 in Deed Book 1105 at page 615.

TRACT TWO:

All that certain parcel of real property which is more particularly bounded and described according to a survey and plat made by William H. Gordon Associates, Inc., dated April 9, 2007, and revised April 16, 2007, June 27, 2007, September 14, 2007, October 4, 2007, November 17, 2007, and December 20, 2007, entitled "Final Plat of Arcadia-Norborne Glebe, L.L.C.", which said survey and plat is recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Plat Book 25 at page 6, thereon described as Multi-Family Parcel I, containing 16.51715 Acres.

AND BEING the same real estate conveyed to Arcadia Communities, Inc., a Virginia corporation, by deed from Arcadia-NG Candlewood Drive, L.L.C., a West Virginia limited liability company, acting by and through Robert O. Tyler, Chapter 7 Trustee for Arcadia-NG Candlewood Drive, L.L.C., and pursuant to an Order of the United States Bankruptcy Court for the Eastern District of Virginia Alexandria Division, dated February 29, 2012, and recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, on March 20, 2012, in Deed Book 1105 at page 608.

TRACT THREE:

All that certain parcel of real property which is more particularly bounded and described on a plat entitled "Final Plat of Arcadia-Norborne Glebe, LLC", made by William H. Gordon Associates, Inc., dated April 9, 2007, and revised April 16, 2007, June 27, 2007, September 14, 2007, October 4, 2007, November 17, 2007 and December 20, 2007, which said Plat is recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Plat Book 25 at page 6, thereon described as SWM Facility, Parcel J, containing 12.16 Acres.

AND BEING the same parcels of real estate that were conveyed unto Arcadia Communities, Inc., a Virginia corporation, by deed from Arcadia-Norborne Glebe, L.L.C., acting by and through Robert O. Tyler, Chapter 7 Trustee for Arcadia-Norborne Glebe, L.L.C., and pursuant to an Order of the United States Bankruptcy Court for the Eastern District of Virginia Alexandria Division, dated February 29, 2012, and recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, on March 20, 2012, in Deed Book 1105 at page 624.

TRACT FOUR:

All those certain lots or parcels of real estate which are more particularly bounded and described according to a survey and plat made by William H. Gordon Associates, Inc., dated April 4, 2007, and revised April 20, 2007, June 27, 2007, September 14, 2007, November 9, 2007, and January 4, 2007, entitled "Final Plat of Parcels E, F & G, Norborne Glebe", which said survey and plat is recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Plat Book 25 at page 5, thereon described as Residue Area Parcel E, containing 14.04208 Acres and Parcel F, containing 4.41249 acres.

AND BEING a part of the real estate that was conveyed unto Arcadia Communities, Inc., a Virginia Corporation from the Arcadia *Inter Vivos* Trust, by deed dated July 23, 2012, and recorded in the aforesaid Clerk's Office in Deed Book 1114 at page 471.

TRACT FIVE:

All that certain tract or parcel of real estate which is more particularly bounded and described according to a survey and plat entitled "Plat of Correction Norborne-Glebe Phase 1" dated June 18, 2002 and revised through October 29, 2007, and recorded in the Office of the Clerk of the County Commission in Plat Book 25 at page 55, and described thereon as, thereon described as Residue Parcel 1A1.

AND BEING a part of the real estate that was conveyed unto Arcadia Communities, Inc., a Virginia Corporation from the Arcadia *Inter Vivos* Trust, by deed dated July 23, 2012, and recorded in the aforesaid Clerk's Office in Deed Book 1114 at page 471.

TRACT SIX:

All that certain tract or parcel of real estate which is more particularly bounded and described according to a survey and plat entitled "Plat of Correction Norborne-Glebe Phase 1" dated June 18, 2002 and revised through October 29, 2007, and recorded in the Office of the Clerk of the County Commission in Plat Book 25 at page 55, and described thereon as, thereon described as Residue containing 216.3 acres ±.

LESS AND EXCEPTING FROM THIS TRACT, HOWEVER, the following outsales:

1. Deed to Arcadia-Norborne Glebe, L.L.C., a West Virginia Limited Liability Company, recorded in the aforesaid Clerk's Office in Deed Book 979 at page 389, and by Deed of Correction recorded in the aforesaid Clerk's Office in Deed Book 1044 at page 722 (52.70475 acres).
2. Deed to Arcadia-Norborne Glebe Evitts Run, L.L.C., a West Virginia Limited Liability Company, recorded in Deed Book 1049 at page 454 (Parcel G, containing 2.68361 acres).

AND ALSO LESS AND EXCEPTING FROM THIS TRACT, the following:

3. All those certain lots or parcels of real estate which are more particularly bounded and described according to a survey and plat made by William H. Gordon Associates, Inc., dated April 4, 2007, and revised April 20, 2007, June 27, 2007, September 14, 2007, November 9, 2007, and January 4, 2007, entitled "Final Plat of Parcels E, F & G, Norborne Glebe", which said survey and plat is recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Plat Book 25 at page 5, thereon described as Parcels E and F.
3. All those certain parcels of real property contained in Phase 2A, Norborne Glebe Subdivision, as shown on the plat entitled "Final Plat of Norborne Glebe Phase 2A" dated April 18, 2006, revised through September 5, 2006, and recorded in the aforesaid Clerk's Office in Plat Book 23 at page 67, and described thereon as Lots 79-83, 88-89, 92-104, inclusive, Burberry Lane, Featherstone Drive and Campbell Drive.
4. All those certain parcels of real property contained in Phase 2, Norborne Glebe Subdivision, as shown on the plat entitled "Final Plat of Norborne Glebe Phase 2" dated May 8, 2006, revised through September 21, 2006, and recorded in the aforesaid Clerk's Office in Plat Book 23 at page 97, and described thereon as Lots 105-110, 140-159, 174-181, inclusive, Open Space Parcel A, Open Space Parcel B, Open Space Parcel C, Open Space Parcel D, Casorsa Drive, Seaton Lane, Campbell Drive, Santmyer Way and Candlewood Drive.
5. All those certain parcels of real property contained in Phase 3, Norborne Glebe Subdivision, as shown on the plat entitled "Final Subdivision Plat of Norborne Glebe Phase 3" dated June 19, 2013, and recorded in the aforesaid Clerk's Office in Plat Book 25 at page 405, and described thereon as Lots 90-91, 111-125, 133-139, 160-166, Open Space A, Open Space B, Barksdale Drive, Pentiction Way, Stone Lane, Okanagan Drive.
6. All those certain parcels of real property contained in Phase 4, Norborne Glebe Subdivision, as shown on the plat entitled "Final Subdivision Plat of Norborne Glebe Phase 4" dated June 7, 2013, and recorded in the aforesaid Clerk's Office in Plat Book 25 at page 389, and described thereon as Lots 182-189, 205-218, 240-246, Open Space Parcel A, Open Space Parcel B, Open Space Parcel C, Open Space Parcel D, Courier Drive, Casorsa Drive, Tornworth Drive and Candlewood Drive.
7. All those certain parcels of real property contained in Phase 5, Norborne Glebe Subdivision, as shown on the plat entitled "Final Subdivision Plat of Norborne Glebe Phase 5"

dated September 9, 2013, and recorded in the aforesaid Clerk's Office in Plat Book 25 at page 502, and described thereon as Lots 126-132, 167-173, 190-204, 219-239, Open Space Parcel A, Open Space Parcel B, Open Space Parcel C, Courier Drive, Okanagan Drive, Graywood Lane and Barksdale Drive.

8. A portion of that certain parcel real property denoted as Residue on the plat entitled "Plat of Correction Norborne-Glebe Phase 1" dated June 18, 2002 and revised through October 29, 2007, and recorded in the Office of the Clerk of the County Commission in Plat Book 25 at page 55, containing 13, 127 square feet, more or less, and described as follows:

Beginning at a point along the southerly line of Courier Drive as shown on the plat entitled "Final Subdivision Plat of Norborne Glebe Phase 4" dated June 7, 2013, and recorded in the aforesaid Clerk's Office in Plat Book 25 at page 389, and being the northeasterly corner of Lot 240 as described thereon; thence with the southerly line of Courier Drive thence SOUTH 78°43'27" EAST 78.61 FEET to a point; thence continuing with the southerly line of Courier Drive as shown on the plat entitled "Final Subdivision Plat of Norborne Glebe Phase 5" dated September 9, 2013, and recorded in the aforesaid Clerk's Office in Plat Book 25 at page 502 SOUTH 78°43'27" EAST 30.78 FEET to a point being the northwesterly corner of Lot 239 as shown on said plat; thence departing Courier Drive and running with the westerly line of Lot 239 SOUTH 11°16'33" WEST 120.00 FEET to the southwesterly corner of Lot 239; thence departing Lot 239 and running through the above referenced Residue NORTH 78°43'27" WEST 109.39 FEET to the southeasterly corner of Lot 240 referenced above; thence with said Lot 240 NORTH 11°16'33" EAST 120.00 FEET to the point of beginning.

TOGETHER WITH a non-exclusive easement across the right of way easements and roads contained in the subdivision shown on the aforementioned plats of phases 2, 2a, 3, 4 and 5 of Norborne Glebe Subdivision for the purpose of ingress and egress between the property and the public road and non-exclusive easements within the sanitary sewer, sewer, storm drain, and waterline easements as shown on the aforesaid plats of phases 1, 2, 2a, 3, 4 and 5 of Norborne Glebe Subdivision for the purpose of the conveyance of storm water, sewer and water in connection with future development of this Parcel 1.

AND BEING a part of the real estate that was conveyed unto Arcadia Communities, Inc., a Virginia Corporation from the Arcadia *Inter Vivos* Trust, by deed dated July 23, 2012, and recorded in the aforesaid Clerk's Office in Deed Book 1114 at page 471.

It is the intention that this TRACT SIX contain all the property to the south of SWM Facility Parcel J as it is shown on the Plat entitled "Final Plat of Arcadia-Norborne Glebe, L.L.C." dated April 9, 2007, revised through November 17, 2007, and recorded in the aforesaid Clerk's Office in Plat Book 25 at page 6; to the south of the southern boundary of the property depicted on the plats for Phases 4 and 5 of Norborne Glebe Subdivision as shown on the respective plats for these phases and to the south of the parcel described in item 8 of the less and excepting provisions above. The following is a more particular description of the TRACT SIX:

Beginning at an iron rod found as shown on a plat by William H. Gordon and Associates, Inc. recorded in the Office of the Clerk of the Jefferson County Court, WV in Plat Book 25, at page 6; thence with eleven (11) lines shown on said plat,

S 53°11'17" E 80.18' to an 18" x 5/8" rebar set; thence

S 76°15'10" E 829.04' to an 18" x 5/8" rebar set; thence

S 18°47'53" E 199.75' to an 18" x 5/8" rebar set; thence

N 71°12'07" E 70.68' to an 18" x 5/8" rebar set; thence with a curve to the left,

Chord Bearing = N 62°58'09" E, Chord Distance = 481.87-feet, Radius = 1682.55-feet,

Arc Length = 483.53-feet, to an 18" x 5/8" rebar set; thence with a curve to the left,

Chord Bearing = N 2°25'32" E, Chord Distance = 39.57-feet, Radius = 25.17-feet, Arc Length = 45.52-feet, to an 18" x 5/8" rebar set; thence,

N 49°53'08" W 370.03' to an 18" x 5/8" rebar set; thence with a curve to the left,

Chord Bearing = N 70°49'04" W, Chord Distance = 17.86-feet, Radius = 25.00-feet, Arc Length = 18.27-feet, to an 18" x 5/8" rebar set; thence with a curve to the right, Chord Bearing = N 12°05'14" W, Chord Distance = 147.57-feet, Radius = 75.00-feet, Arc Length = 208.58-feet, to an 18" x 5/8" rebar set; thence with a curve to the left, Chord Bearing = N 46°25'04" E, Chord Distance = 18.05-feet, Radius = 25.00-feet, Arc Length = 18.47-feet, to an 18" x 5/8" rebar set; thence,
 N 25°15'27" E 228.06' to a 5/8" iron rebar & cap set as shown on a plat by Greenway Engineering, Inc. recorded in said Clerk's Office in Plat Book 25, at page 389; thence with three lines as shown on said plat,
 S 64°44'33" E 100.00' to a 5/8" iron rebar & cap set; thence,
 S 63°55'08" E 36.35' to a 5/8" iron rebar & cap set; thence,
 S 78°43'27" E 619.72' to a 5/8" iron rebar & cap set; thence with a new line of division,
 S 78°43'27" E 109.39' to a 5/8" iron rebar & cap set as shown on a plat by Greenway Engineering, Inc. and recorded in said Clerk's Office in Plat Book 25, at page 502; thence with five (5) lines shown on said plat,
 S 78°43'27" E 805.86' to a 5/8" iron rebar & cap set; thence
 S 13°38'48" W 6.85' to a 5/8" iron rebar & cap set; thence
 S 76°21'12" E 50.00' to a 5/8" iron rebar & cap set; thence
 N 13°38'48" E 41.77' to a 5/8" iron rebar & cap set; thence
 S 76°21'12" E 154.55' to an unmarked point in a line shown on a plat by Huntley, Nyce & Associates, Ltd. and recorded in said Clerk's Office in Plat Book 25, at page 55; thence
 S 14°57'11" W 1636.80' (distance is shown on previously mentioned plat by Greenway Engineering, Inc. in Plat Book 25, at page 502) to a 5/8" rebar set; thence with fourteen (14) lines shown on said Huntley, Nyce & Associates, Ltd. plat,
 S 14°21'21" W 1439.82' to a 5/8" rebar set; thence
 N 37°36'18" W 1941.74' to a 5/8" rebar set; thence
 S 46°12'55" W 113.77' to a 5/8" rebar set; thence
 N 52°25'11" W 719.96' to a 5/8" rebar set; thence
 S 39°53'45" W 930.74' to a point (no corner identification on plat); thence
 N 42°47'30" W 307.02' to a point (no corner identification on plat); thence
 N 8°48'52" E 973.25' to a 5/8" rebar set; thence
 N 11°11'38" E 88.43' to a 5/8" rebar set; thence
 N 17°16'04" E 101.95' to a 5/8" rebar set; thence
 N 20°12'45" E 101.93' to a 5/8" rebar set; thence
 N 24°49'31" E 101.95' to a 5/8" rebar set; thence
 N 29°28'14" E 61.00' to a 5/8" rebar set; thence
 N 33°47'00" E 40.99' to a 5/8" rebar set; thence
 N 36°48'39" E 79.69' (bearing is as shown on said Huntley, Nyce & Associates, Ltd. plat in Plat Book 25, at page 55 and distance is as shown on a plat by Appalachian Surveys, Inc. recorded in Plat Book 9, at page 38) to the **point of beginning**, containing an area of **127.19 Acres**, more or less.

With the compilation of the dimensions shown on the record plats, this description does not close geometrically. The closing bearing and distance is S 88°56'37" E 0.58'. All corners called for in this description are as shown on the plats of record. No field survey was performed for this description.

PARCEL 2: YORKSHIRE GLEN nka ARCADIA SPRINGS

The following certain tracts or parcels of real estate with the improvements thereon, and all rights, ways and easements incident thereto, situate in Arden District, Berkeley County, West Virginia, more particularly described as follows:

TRACT ONE:

Beginning at a stake in the middle of the road leading from the iron bridge to Vanclavesville, corner to Jacob Miller's heirs and in a line of John W. Deck; thence with a line of the latter along the middle of the road S. 78 deg. 45' W. 40.6 poles to a stake corner to same; thence with another of her lines N. 1 deg. 15' E. 68.6 poles to a stake corner to same and in a line of William B. Evers; thence with his line N. 83 deg. W. 85.4 poles to a stake, corner to same and

in a line of James Clayton; thence with his lines S. 18 deg. 30' E. 5 poles to a stake; thence with his line in part and finally with Thomas Brannon S. 3 deg. 45' E. 44.1 poles to a point where a large white oak is called for in original (now gone) corner to same; thence with Brannon N. 86 deg. 15' W. 56.2 poles to the center of the Kearneysville Road; thence leaving the original line and running along the center of said road S. 9 deg. 30' W. 27.8 poles; thence S. 20 deg. 30' E. 14.1 poles; thence S. 34 deg. 15' E. 7.7 poles; thence S. 21 deg. 0' E. 12.9 poles to the intersection of the center lines of the Kearneysville and Vanclavesville Roads, it being an original corner; thence with the original line along the center of the Kearneysville road S. 6 deg. 0' E. 50.6 poles to a stake corner to Oden and G. Feller's Heirs and in the road; thence with a line of Feller's Heirs in part and finally with W.M. Vanclaves's Heirs S. 65 deg. 45' E. 94.8 poles to a stake corner to Vanclaves's Heirs; thence with their lines S. 82 deg. 0' E. 81.8 poles to a pile of stone; thence N. 0 deg. 45' E. 101.4 poles to a stone corner to Jacob Miller's Heirs; thence with their line N. 14 deg. 0' W. 40.3 poles to the beginning, containing 163 acres, be the same more or less; according to a plat thereof made by Wade Butler and Kesecker, July 28, 1948, attached to and made a part of Deed from Henry J. Seibert and Katherine L. Seibert, his wife, dated the 14th day of August, 1948, to which reference is hereby made for a full and complete description of said property,

SAVING AND EXCEPTING THEREFROM, HOWEVER, the following described outsale made by Paige F. Sions and Betty E. Sions, his wife, to Floyd A. Files and Laura Catherine Gregory files, his wife, by deed dated the 25th day of July, 1957, and recorded in the Office of the Clerk of the County Commission of Berkeley County, West Virginia, in Deed Book 205, at Page 566, to wit: a certain lot or parcel of real estate, situate, lying and being on the north side of the public road leading from West Virginia Route numbered 9 to the Village of Vanclavesville in Arden District of Berkeley County, West Virginia, consisting of 2 acres more or less and more particularly described as follows: "Beginning at a point in the center line of public road 9/18 and corner to the line of Needy; thence in the center line of said public road, 300 feet in a westwardly direction, and running back of equally width in a northerly direction with the line of Needy and parallel thereto, a distance of 300 feet." And further reference is hereby made to that certain plat of the property prepared by Willard F. Wurzburg, Jr., dated July 5, 1957, and recorded in the aforesaid Clerk's Office in Deed Book 205, at page 567.

AND FURTHER EXCEPTING THEREFROM, HOWEVER, BEGINNING at (1), 5/8 inch capped (Davy) rebar, set, in a line of a 160.9339 acre tract of land now owned by Paige F. Sions and Betty E. Sions (see Deed Book 205, at page 82) of which this tract is a part and in a line of a 3.672 acre tract now owned by Vernon Dodson (see Deed Book 195, at page 97) and being a corner to a 50 foot wide nonexclusive easement (see Note C on Plat No. D95-036). Said rebar is referenced by (I), a fence post, found, which bears 60-11'-07 E. at 699.74 feet; thence with the 160.9339 acre tract of Sions for seven lines and with Dodson's 3.672 acre tract for one line and bounds of said 50-foot wide nonexclusive easement, for two lines and along or near a fence line for line, FIRST COURSE, N. 60 degrees - 46 minutes - 09 seconds W. 100.88 feet to (A) a fence post, found, in line and continue same course with Dodson and continuing with a line of an 0.828 acre tract of land now owned by Daniel Stanley (See Deed Book 296, at Page 330), 557.58 feet to (B), a fence post, found, in line and continue same course 14.68 feet to (C), a 5/8 inch capped (Davy) iron rod, set, in line and continue same course 5.00 feet to (D), a calculated point, in line and a corner of said 0.828 acre tract on the eastern bounds of West Virginia Secondary Route 36/1 [Corner No. D is referenced by (J) a 3 inch pipe over a metal fence post, found, which bears S. 10-46' -01" W. at 273.93 feet] and continue with same course 15.00 feet (in all 71.3.14 feet) to (2), a calculated point in the centerline of West Virginia Secondary Route 36/1 (a 30-foot right-of-way), and at the beginning of a circular curve to the left; thence, with the centerline of said county road

for six lines, SECOND COURSE, with the arc for 55.99 feet (said Curve No. 1's chord bears N 02-33'-01" E. at 55.96 feet) to (E), a calculated point in said curve and being another corner to aforesaid 50-foot wide nonexclusive easement and leaving said easement and continuing with the same curve, with the arc for 2.93 feet (said Curve No. 2's chord bears N. 01-02'-05" W. at 2.93 feet) (in all an arc distance of 58.92 feet and a chord of N. THIRD COURSE, N. 01 degrees - 18 minutes - 25 seconds W. 73.12 feet to (4) a calculated point; thence FOURTH COURSE, N. 02 Degrees - 19 minutes - 39 seconds W. 341.30 feet to (5) a calculated point; thence FIFTH COURSE, N. 01 Degrees - 51 minutes - 45 Seconds W. 184.73 feet to (6) a calculated point; thence SIXTH COURSE, N 02 degrees - 46 minutes -53 Seconds W. 91.74 feet to (7) a calculated-point at the beginning of a circular curve to the left; thence SEVENTH COURSE with the arc for 90.95 feet (said Curve No. 3's chord bears N. 09-24'-17" W. at 90.74 feet) to (8) a calculated point at the centerline intersection of West Virginia's Secondary Route 36/1 and West Virginia Secondary Route 9/18; thence, leaving said 160.9339 acre tract and going across and through the 160.9339 acre tract with new division lines for four lines and with the centerline of West Virginia Secondary Route 9/18 for three lines, EIGHTH COURSE, N. 86 Degrees - 25 minutes - 27 seconds E. 192.34 feet to (9), a calculated point at the beginning of a circular curve to the left; thence NINTH COURSE, with the arc for 351.58 feet (said Curve No's 4 chord bears N. 81-17'-05" E. at 351.15 feet to (10) a calculated point; thence, TENTH COURSE, N. 76 Degrees - 23 minutes - 01 seconds E. 75.97 feet to (11), a calculated point; thence, leaving said Route No. 9/18, ELEVENTH COURSE, S. 02 Degrees - 09 minutes - 19 seconds E. 15.00 feet to (F), a 5/8 inch capped (Davy) rebar, set, in line and continue same course, 1197.39 feet to (G), a 5/8 inch capped (Davy) rebar, set, in line and being another corner to the aforesaid 50-foot wide nonexclusive easement and continue same course, 58.57 feet (in all 1270.96 feet) to the point of beginning, containing 14.500 total acres, more or less. Reference is made to a plat made by Ricky C. Davy dated August 29, 1995, and recorded with the deed hereinafter mentioned.

BEING the same real estate that was conveyed unto Arcadia Development Co., a California Corporation, from Marguerite S. Byers, Beverly M. Radcliff, Debra K. Miller Evelyn S. Edwards, Betty Louise Kessell, Kathy Lee Muia and Stephen Frederick Sions, by deed dated January 6, 2005, and recorded in the aforesaid Clerk's Office in Deed Book 788 at page 175.

AND ALSO BEING a part of the real estate that was conveyed unto Arcadia Communities, Inc., a Virginia Corporation from the Arcadia *Inter Vivos* Trust, by deed dated July 23, 2012, and recorded in the aforesaid Clerk's Office in Deed Book 1015 at page 592; and recorded in Deed Book 1018 at page 326, on September 20, 2012.

LESS AND EXCEPTING THEREFROM, HOWEVER, ALL PORTIONS OF THE PROPERTY SOUTH OF W.V. Route 9/18, VAN CLEVESVILLE ROAD, more particularly described as follows:

- 1) All those certain parcels of real property contained in Phase 1, Section 1, Yorkshire Glen, as shown on the plat entitled "Re-Plat of Phase 1, Section 1, Yorkshire Glen" dated October 1, 2007, and recorded in the aforesaid Clerk's Office in Plat Book 14 at page 8, and described thereon as Lots 1 through 20, inclusive, SWM Area, Bolton Court, Liverpool Lane and Aldershot Drive.
- 2) All those certain parcels of real property contained in Phase 1, Section 2A, Yorkshire Glen, as shown on the plat entitled "Re-Plat of Phase 1, Section 2A, Yorkshire Glen" dated October 1, 2007, and recorded in the aforesaid Clerk's Office in Plat Book 14 at page 13, and described thereon as Lots 21 through 104, Lots 131-135, Lots 153 through 162, inclusive, SWM Parcel A, Liverpool Lane, Aldershot Drive, Serpentine Way, Nailsworth Street, Shrewsbury Drive and Oxford Way.

3) All those certain parcels of real property contained in Phase 1, Section 2B, Yorkshire Glen, as shown on the plat entitled "Final Plat of Phase 1, Section 2B, Yorkshire Glen" dated August 9, 2007 and revised through October 1, 2007, and recorded in the aforesaid Clerk's Office in Plat Book 14 at page 2, and described thereon as Lots 105 through 130, Lots 136 through 152, Lots 163 through 214, inclusive, SWM Parcel B, OSP A, Oxford Way, Zennor Way, Norfolk Lane and Shrewsbury Drive.

4) All those certain parcels of real property contained in Phase 1, Section 3, Yorkshire Glen, as shown on the plat entitled "Final Plat of Phase 1, Section 3, Yorkshire Glen" dated August 17, 2007 and revised through October 1, 2007, and recorded in the aforesaid Clerk's Office in Plat Book 14 at page 5, and described thereon as Lots 215 through 255, inclusive, OSP B, OSP C, Oxford Way, Elstow Way and Laxfield Court.

TRACT TWO:

All that certain parcel of real property, with the improvements thereon, and all rights, ways and easements incident thereto, situate in the Arden District, Berkeley County, West Virginia, and more particularly described as follows:

Beginning at a point in the center line of public road 9/18 and corner to the line of Needy; thence in the center line of said public road, 300 feet in a westwardly direction, and running back of equal width in a northerly direction with the line of Needy and parallel thereto, a distance of 300 feet. Further reference is hereby made to that certain plat of the property as prepared by Willard F. Wurzburg, Jr., and bearing date of July 5, 1957, a copy of which is recorded in the Office of the Clerk of the County Commission of Berkeley County, West Virginia, in Deed Book 205 at page 567.

AND BEING the same real estate that was conveyed unto Arcadia Communities, Inc., by deed dated February 29, 2012, and recorded in the aforesaid Clerk's Office in Deed Book 1002 at page 520.

TRACT 3:

All of that certain tract or parcel of real estate, situate in Arden District, Berkeley County, West Virginia, containing 5.91899 acres, as appearing upon a boundary survey prepared by William H. Gordon Associates, Inc., dated July 10, 2006, the same being of record in the Office of the Clerk of the County Commission of Berkeley County, West Virginia, in Plat Cabinet No. 13, at Slide 48, to which reference is hereby made for a more particular description thereof by metes and bounds.

TOGETHER WITH a right-of-way 12.5 feet in width over, along and upon the northerly part of the lands of the parties of the first part (Spitler), from West Virginia Secondary Route 36/1 to the westerly line of Triggs (1.0468 acre tract), and then by a right-of-way 12 feet in width along the westerly side of Triggs' tract to point (1) herein (point 1 in a metes and bounds description of a 2.03 acre tract conveyed by Spitler to Davis, DB 284, page 356, hereinafter referred to), for purposes of ingress, egress, and regress; BEING the same right-of-way conveyed by Saylor R. Spitler, et ux., to Ernest E. Davis, et ux., by deed dated January 6, 1975, and recorded in the aforesaid Clerk's Office in Deed Book No. 284, at page 356; reference is further made to the terms and provisions of a Settlement Agreement between Robert L. Hopkins, et ux., and Michael D. MacDonald, et ux., dated June 8, 1988, and recorded in the aforesaid Clerk's Office in Deed Book No. 433, at page 428.

BEING the same real estate conveyed to Arcadia Development Co., a California corporation, by Deed dated March 26, 2007, from Capitol Used Auto Parts, Inc., and recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Deed Book 864, at Page 119.

AND ALSO BEING a part of the real estate that was conveyed unto Arcadia Communities, Inc., a Virginia Corporation from the Arcadia *Inter Vivos* Trust, by deed dated July 23, 2012, and recorded in the aforesaid Clerk's Office in Deed Book 1015 at page 592; and recorded in Deed Book 1018 at page 326, on September 20, 2012.

PARCEL 3: HARVEST HILLS nka ARCADIA DOWNS

TRACT ONE:

All those certain tracts or parcels of real estate with the improvements thereon, situate in Shepherdstown District, Jefferson County, West Virginia, more particularly described as follows:

PARCELA:

Lots 2, 3, 4, 5, 6, 9, 10, 11, 12, 13, 14, 15, 16, 17, 19, 20, 21, 22, 23, 24 and 26 Harvest Hills, as more particularly designated and described upon a plat entitled "Final Plat showing Lots 1-27 HARVEST HILLS" prepared by Appalachian Surveys, Inc., dated May, 1999, and recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Plat Book 17 at pages 45A and 45B.

PARCEL B:

Lots 1 and 2 of the William P. Henderson Minor Subdivision as more particularly shown on that plat showing the William P. Henderson Minor Subdivision dated September, 1997, as prepared by Appalachian Surveys, Inc., and recorded in the aforesaid Clerk's Office in Plat Book 15 at page 83. LESS AND EXCEPTING, therefrom Merger Parcel B, consisting of 0.205 acres and Merger Parcel C, consisting of 0.271 acres, as more particularly described in the Deed of Merger dated June 8, 1999, and recorded in the aforesaid Clerk's Office in Deed Book 927 at page 231. TOGETHER WITH Merger Parcel A, consisting 0.142 acres and Merger Parcel D, consisting of 0.501 acres, as more particularly described in that Deed of Merger dated June 8, 1999, and recorded in the aforesaid Clerk's Office in Deed Book 927 at page 234.

AND BEING the same real estate conveyed unto Arcadia Communities, Inc., by deed from Arcadia-Harvest Hills, LLC, dated February 29, 2012, and recorded in aforesaid Clerk's Office in Deed Book 1105 at page 600.

TRACT TWO:

All those tracts or parcels of real estate, lying and being in the Shepherdstown District, Jefferson County, Virginia, situate near Duffields, and more particularly described as follows:

PARCELA:

Being all of "Residue B" containing 45.364 acres, as shown on a plat entitled "Plat of Survey showing Merger Parcels from Property of William P. Henderson" drawn by Appalachian Surveys, Inc., dated May 18, 1999, said plat being recorded in the aforesaid Clerk's Office in Plat Book 15 at page 83, LESS AND EXCEPTING THEREFROM, HOWEVER, the following outsale:

Deed to Arcadia-Harvest Hills, LLC, a West Virginia Limited Liability Company, recorded in the aforesaid Clerk's Office in Deed Book 998 at page 460 (Lots 1-27 Harvest Hills).

PARCEL B:

All of the parcel known as Residue A, containing 115.857 acres after merger, as shown on Plat of Survey showing Merger Parcels for property of William P. Henderson, drawn by Appalachina Surveys, Inc., and recorded in the aforesaid Clerk's Office in Plat Cabinet 16, at Slide 69.

PARCEL C:

First Parcel: Known as the Manning Place, and described as follows according to a survey dated December 3, 1867, recorded in the Office of the Clerk of the County Court of Jefferson County, West Virginia, in Deed Book 2, Page 467, to wit:

Beginning at a stone, corner to Craven Trussell; thence with the said Trussell line N. 46 E. 115 poles crossing Elk Branch to Trussell and Miller's corner; thence with Miller's line N. 30 W. 36.5 poles; thence N. 36 W. 12 poles; thence N. 41 W. 12 poles; thence N. 44 - 30 W. 12 poles; thence N. 48 - 30 W. 12 poles; thence N. 51 - 30 W. 11.5 poles; thence N. 55 - 15 W. 12 poles; thence N. 60 W. 12 poles; thence N. 64 - 30 W. 12.7 poles; thence N. 69 - 45 W. 18 poles; thence N. 76 W. 18 poles to a stone on the south side of the railroad; thence leaving the railroad and running S. 03 - 25 W. 25.1 poles to the original corner of Manning and Duffield, a pile of stone, and the same course continued in all 219.6 poles to a pile of stone in Minor Hurst's line; and thence with the same S. 74 - 41 E. 116.1 poles to the beginning, containing 191 acres, more or less.

SUBJECT TO that certain Right-of-way to Potomac Light and Power Company recorded in the aforesaid Clerk's Office in Deed Book 268 at page 347.

Second Parcel:

Being a part of the Volney Hill Farm, described as follows according to a survey by J. Jas. Skinner, S.J.C., dated March 21, 1927, and of record in the aforesaid Clerk's Office in Deed Book 128 at page 429, to wit:

Beginning at a post (7), a corner to the first parcel and the residue of the Volney Hill Tract; thence with the lines of the first parcel S. 50 - 15 W. 77.4 pole to a post (8); thence N. 70 - 40 W. 95.6 poles to a post (9); thence leaving the first parcel S. 14 - 15 W. 73.1 poles to a post (10) in Michaels' line; thence with his line S. 72-40 E. 129.8 poles to a point at a Hakenberry Tree (11); corner with the residue of the Volney Hill Tract; thence with the latter N. 17 - 15 E. 100.6 poles to a stake (12); thence N. 25-15 E. 35.2 poles to the beginning, containing 65 acres, 0 roods and 32 poles, more or less.

SUBJECT TO the Shepherdstown Light & Water Co., easement recorded in the aforesaid Clerk's Office in Deed book 134 at page 213.

AND BEING the same real estate conveyed unto Arcadia Development Co., a California Corporation, from William P. Henderson by deed dated February 12, 2004, and recorded in the aforesaid Clerk's Office in Deed Book 985 at page 363.

LESS AND EXCEPTING THEREFROM, HOWEVER, the following outsales:

1. Deed to Jefferson County Parks and Recreation Commission, recorded in the aforesaid Clerk's Office in Deed Book 1031 at page 168 (Lot B, School Lot, containing 21.8085 acres)
2. Deed to Mt. Zion AME Church, recorded in the aforesaid Clerk's Office in Deed Book 1031 at page 172 (Lot C, Church Lot, containing 2.00 Acres).

PARCEL D:

All those certain parcels of real estate with any improvements thereon and appurtenances thereunto belonging, lying and situate in the Shepherdstown District, Jefferson County, West Virginia, and more particularly bounded and described, according to a survey and plat thereof, entitled "Plat of Resurveys Showing Property of William P. Henderson," dated August 25, 2003, by Appalachian Surveys of West Virginia, LLC and recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Plat Book 23 at page 71, showing thereon as Lot 16 and 17, and including all of the Grantors right, title and interest in and to the existing right of way shown on said plat as Ex. Elk Street. The property conveyed herein comprises 0.99± acres and is identified for property tax purposes as Tax Map 24A Parcels 16 and 17.

PARCELE:

All that certain lot or parcel of real estate, with the improvements thereon and appurtenances thereunto belonging, situate near Duffields Depot in the Shepherdstown Magisterial District, Jefferson County, West Virginia, and designated as Lot 4, containing 0.2500 acres, more or less, on a plat of survey dated January 3, 2007, prepared by Terry Placanica, P.S., entitled "Plat of Resurvey, Property of Bruce Bowers, WB 14 P 251; DB 273 Pg 147, 'Drydensville' Plat – DB 96 PG 395, WB 8 PG 724" which said plat is recorded in the aforesaid Clerk's Office in Plat Book 24 at page 45, to which said plat reference is hereby made for a more complete and accurate description by metes and bounds of the parcels hereby conveyed. Reference is also hereby made to a plat of survey of Drydensville originally prepared by Jn. Hess in 1978, a copy of which said plat is attached to, made a part of and incorporated in a deed dated November 21, 1905, from Jonathan E. Burns, et ux., to George S. Houser, recorded in the aforesaid Clerk's Office in Deed Book 96 at page 392.

AND BEING a part of the real estate that was conveyed unto Arcadia Communities, Inc., by Confirmatory Deed dated July 23, 2012, and recorded in the aforesaid Clerk's Office in Deed Book 1114 at page 471.

THIS CONFIRMATORY DEED made this 21st day of January, 2016, by and between GARY ENDLER, as Trustee of the ARCADIA INTER VIVOS TRUST under Agreement dated the 19th day of October, 2015, hereinafter referred to as GRANTOR, and ARCADIA LAND, INC., a Virginia corporation, hereinafter referred to as GRANTEE.

WHEREAS, Arcadia Land, Inc., a Virginia Corporation, merged with the Arcadia Inter Vivos Trust, an inter vivos trust existing under the State of West Virginia, effective the 19th day of October, 2015, with Arcadia Land, Inc., being the surviving entity; and

WHEREAS, this Confirmatory Deed is made to effect and evidence the transfer of title to all real estate and to confirm that title thereto is now vested in Arcadia Land, Inc., by virtue of the merger, and is further made to comply with the requirements of the West Virginia Code.

NOW, THEREFORE, in consideration of the merger and other valuable consideration, the receipt of which are hereby acknowledged, Grantor GRANTS and CONVEYS to Grantee, with covenants of SPECIAL WARRANTY and against all liens and encumbrances, all of its rights, privileges, improvements, rights-of-way and appurtenances thereunto belonging or in anywise appertaining, situate in Jefferson County, West Virginia, and more particularly described as follows:

SEE ATTACHED LEGAL DESCRIPTION FOR PARCELS 1 AND 2.

THIS CONVEYANCE IS MADE SUBJECT TO all covenants, conditions, restrictions and easements of record or in existence.

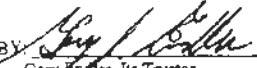

DECLARATION OF CONSIDERATION OR VALUE

Under penalties of fine and imprisonment, as provided by law, the undersigned hereby declare that the transfer of real estate included in this document to which this

declaration is appended is a merger of a corporation and an inter vivos trust, and therefore, is exempt from the West Virginia Excise Tax on the Transfer of real estate.

WITNESS the following signatures and seals:

Arcadia Inter Vivos Trust

BY:  (SEAL)
Gary Ender, its Trustee


Arcadia Land, Inc.

BY: [Signature] (SEAL)
Its President

STATE OF Virginia
COUNTY OF Loudoun to wit:

I, Carla E. Coffey, a Notary Public within and for said County and State, do hereby certify that GARY ENDLER, Trustee, whose name is signed to the writing hereto attached, bearing date the 28th day of January, 2016, for ARCADIA INTER VIVOS TRUST, has this day in my said County, before me acknowledged the said writing to be the act and deed of said Inter Vivos Trust.

Given under my hand this 3rd day of February, 2016.

My commission expires: November 30, 2018

(Affix Notary Seal)



[Signature]
Notary Public

NO TITLE EXAMINATION WAS REQUESTED AND NO TITLE EXAMINATION WAS PERFORMED

THIS INSTRUMENT WAS PREPARED BY: Peter L. Chakmakian, Attorney at Law, PO Box 547, Charles Town, WV 25414

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Santa Clara)
On February 4, 2016 before me, Kathleen Schmidt Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Eli Reinhard
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Kathleen Schmidt
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Compromise Deed Document Date: 1/28/2016
Number of Pages: _____ Signer(s) Other Than Named Above: Gary Endler

Capacity(ies) Claimed by Signer(s)

Signer's Name: Eli Reinhard
 Corporate Officer -- Title(s): President
 Partner -- Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: Mission Land, LLC

Signer's Name: _____
 Corporate Officer -- Title(s): _____
 Partner -- Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

LEGAL DESCRIPTION

PARCEL 1: NORBORNE GLEBE nka ARCADIA CHASE

The following certain tracts or parcels of real estate with the improvements thereon, and all rights, ways and easements incident thereto: situate in City of Charles Town, Jefferson County, West Virginia, more particularly described as follows:

TRACT ONE:

1) All that certain lot or parcel of real estate which is more particularly bounded and described according to a survey and plat made by William H. Gordon Associates, Inc., dated April 12, 2007, and revised November 12, 2007, and March 24, 2008, entitled "Plat Showing Boundary Survey of Arcadia Development Co.", thereon described as "Parcel C-1" Arcadia Development Co., containing 1.89178 Acres, which said survey and plat is attached to and recorded with, and made a part of a deed recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Deed Book 1049 at page 444.

2) All that certain lot or parcel of real estate which is more particularly bounded, and described according to a survey and plat made by William H. Gordon Associates, Inc., dated August 23, 2006, and revised August 30, 2006, November 30, 2006, November 12, 2007, and March 24, 2008, entitled "Plat Showing Boundary Survey of Arcadia Development Co.", thereon described as "Parcel C-2" Arcadia Development Co., containing 0.36132 Acres, which said survey and plat is attached to and recorded with, and made a part of a deed recorded in the aforesaid Clerk's Office in Deed Book 1049 at page 457.

3) All that certain lot or parcel of real estate which is more particularly bounded and described according to a survey and plat made by William H. Gordon Associates, Inc., dated April 13, 2007, and revised November 12, 2007, and March 24, 2008, entitled "Plat Showing Boundary Survey of Arcadia Development Co.", thereon described as "Parcel D" Arcadia Development Co., containing 1.62348 Acres, which said survey and plat is attached to and recorded with, and made a part of a deed recorded in the aforesaid Clerk's Office in Deed Book 1049 at page 449.

4) All that certain lot or parcel of real estate which is more particularly bounded and described according to a survey and plat made by William H. Gordon Associates, Inc., dated April 4, 2007, and revised April 20, 2007, June 27, 2007, September 14, 2007, November 9, 2007, and January 4, 2007, entitled "Final Plat of Parcels E, F & G, Norborne Glebe", which said survey and plat is recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Plat Book 25 at page 5, thereon described as Parcel G, containing 2.68361 Acres.

5) All that certain lot or parcel of real estate which is more particularly bounded and described according to a survey and plat made by William H. Gordon Associates, Inc., dated April 9, 2007, and revised April 16, 2007, June 27, 2007, September 14, 2007, October 4, 2007, November 17, 2007, and December 20, 2007, entitled "Final Plat of Arcadia-Norborne Glebe, L.L.C.," which said survey and plat is recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Plat Book 25 at page 6, thereon described as Parcel H, containing 23.99832 Acres.

AND BEING the same parcels of real estate that were conveyed unto Arcadia Communities, Inc., a Virginia corporation by deed from Arcadia-NG Evitts Run, L.L.C., a West Virginia limited liability company acting by and through Robert O. Tyler, Chapter 7 Trustee for Arcadia-NG Evitts Run, L.L.C., and pursuant to an Order of the United States Bankruptcy Court for the Eastern District of Virginia Alexandria Division, dated February 29, 2012, and recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, on March 20, 2012 in Deed Book 1105 at page 615.

TRACT TWO:

All that certain parcel of real property which is more particularly bounded and described according to a survey and plat made by William H. Gordon Associates, Inc., dated April 9, 2007, and revised April 16, 2007, June 27, 2007, September 14, 2007, October 4, 2007, November 17, 2007, and December 20, 2007, entitled "Final Plat of Arcadia-Norborne Glebe, L.L.C.", which said survey and plat is recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Plat Book 25 at page 6, thereon described as Multi-Family Parcel I, containing 16.51715 Acres.

AND BEING the same real estate conveyed to Arcadia Communities, Inc., a Virginia corporation, by deed from Arcadia-NG Candlewood Drive, L.L.C., a West Virginia limited liability company, acting by and through Robert O. Tyler, Chapter 7 Trustee for Arcadia-NG Candlewood Drive, L.L.C., and pursuant to an Order of the United States Bankruptcy Court for the Eastern District of Virginia Alexandria Division, dated February 29, 2012, and recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, on March 20, 2012, in Deed Book 1105 at page 608.

TRACT THREE:

All that certain parcel of real property which is more particularly bounded and described on a plat entitled "Final Plat of Arcadia-Norborne Glebe, LLC", made by William H. Gordon Associates, Inc., dated April 9, 2007, and revised April 16, 2007, June 27, 2007, September 14, 2007, October 4, 2007, November 17, 2007 and December 20, 2007, which said Plat is recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Plat Book 25 at page 6, thereon described as SWM Facility, Parcel J, containing 12.16 Acres.

AND BEING the same parcels of real estate that were conveyed unto Arcadia Communities, Inc., a Virginia corporation, by deed from Arcadia-Norborne Glebe, L.L.C., acting by and through Robert O. Tyler, Chapter 7 Trustee for Arcadia-Norborne Glebe, L.L.C., and pursuant to an Order of the United States Bankruptcy Court for the Eastern District of Virginia Alexandria Division, dated February 29, 2012, and recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, on March 20, 2012, in Deed Book 1105 at page 624.

TRACT FOUR:

All those certain lots or parcels of real estate which are more particularly bounded and described according to a survey and plat made by William H. Gordon Associates, Inc., dated April 4, 2007, and revised April 20, 2007, June 27, 2007, September 14, 2007, November 9, 2007, and January 4, 2007, entitled "Final Plat of Parcels E, F & G, Norborne Glebe", which said survey and plat is recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Plat Book 25 at page 5, thereon described as Residue Area Parcel E, containing 14.04208 Acres and Parcel F, containing 4.41249 acres.

AND BEING a part of the real estate that was conveyed unto Arcadia Communities, Inc., a Virginia Corporation from the Arcadia *Inter Vivos* Trust, by deed dated July 23, 2012, and recorded in the aforesaid Clerk's Office in Deed Book 1114 at page 471.

TRACT FIVE:

All that certain tract or parcel of real estate which is more particularly bounded and described according to a survey and plat entitled "Plat of Correction Norborne-Glebe Phase I" dated June 18, 2002 and revised through October 29, 2007, and recorded in the Office of the Clerk of the County Commission in Plat Book 25 at page 55, and described thereon as, thereon described as Residue Parcel 1A1.

AND BEING a part of the real estate that was conveyed unto Arcadia Communities, Inc., a Virginia Corporation from the Arcadia *Inter Vivos* Trust, by deed dated July 23, 2012, and recorded in the aforesaid Clerk's Office in Deed Book 1114 at page 471.

TRACT SIX:

All that certain tract or parcel of real estate which is more particularly bounded and described according to a survey and plat entitled "Plat of Correction Norborne-Glebe Phase 1" dated June 18, 2002 and revised through October 29, 2007, and recorded in the Office of the Clerk of the County Commission in Plat Book 25 at page 55, and described thereon as, thereon described as Residue containing 216.3 acres ±.

LESS AND EXCEPTING FROM THIS TRACT, HOWEVER, the following outsales:

1. Deed to Arcadia-Norborne Glebe, L.L.C., a West Virginia Limited Liability Company, recorded in the aforesaid Clerk's Office in Deed Book 979 at page 389, and by Deed of Correction recorded in the aforesaid Clerk's Office in Deed Book 1044 at page 722 (52.70475 acres).
2. Deed to Arcadia-Norborne Glebe Everts Run, L.L.C., a West Virginia Limited Liability Company, recorded in Deed Book 1049 at page 454 (Parcel G, containing 2.68361 acres).

AND ALSO LESS AND EXCEPTING FROM THIS TRACT, the following:

3. All those certain lots or parcels of real estate which are more particularly bounded and described according to a survey and plat made by William H. Oordon Associates, Inc., dated April 4, 2007, and revised April 20, 2007, June 27, 2007, September 14, 2007, November 9, 2007, and January 4, 2007, entitled "Final Plat of Parcels E, F & G, Norborne Glebe", which said survey and plat is recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Plat Book 25 at page 5, thereon described as Parcels E and F.
3. All those certain parcels of real property contained in Phase 2A, Norborne Glebe Subdivision, as shown on the plat entitled "Final Plat of Norborne Glebe Phase 2A" dated April 18, 2006, revised through September 5, 2006, and recorded in the aforesaid Clerk's Office in Plat Book 23 at page 67, and described thereon as Lots 79-83, 88-89, 92-104, inclusive, Burberry Lane, Featherstone Drive and Campbell Drive.
4. All those certain parcels of real property contained in Phase 2, Norborne Glebe Subdivision, as shown on the plat entitled "Final Plat of Norborne Glebe Phase 2" dated May 8, 2006, revised through September 21, 2006, and recorded in the aforesaid Clerk's Office in Plat Book 23 at page 97, and described thereon as Lots 105-110, 140-159, 174-181, inclusive, Open Space Parcel A, Open Space Parcel B, Open Space Parcel C, Open Space Parcel D, Casorsa Drive, Seaton Lane, Campbell Drive, Sautmyer Way and Candlewood Drive.
5. All those certain parcels of real property contained in Phase 3, Norborne Glebe Subdivision, as shown on the plat entitled "Final Subdivision Plat of Norborne Glebe Phase 3" dated June 19, 2013, and recorded in the aforesaid Clerk's Office in Plat Book 25 at page 405, and described thereon as Lots 90-91, 111-125, 133-139, 160-166, Open Space A, Open Space B, Barksdale Drive, Penticton Way, Stone Lane, Okanagan Drive.
6. All those certain parcels of real property contained in Phase 4, Norborne Glebe Subdivision, as shown on the plat entitled "Final Subdivision Plat of Norborne Glebe Phase 4" dated June 7, 2013, and recorded in the aforesaid Clerk's Office in Plat Book 25 at page 389, and described thereon as Lots 182-189, 205-218, 240-246, Open Space Parcel A, Open Space Parcel B, Open Space Parcel C, Open Space Parcel D, Courier Drive, Casorsa Drive, Turnworth Drive and Candlewood Drive.
7. All those certain parcels of real property contained in Phase 5, Norborne Glebe Subdivision, as shown on the plat entitled "Final Subdivision Plat of Norborne Glebe Phase 5"

dated September 9, 2013, and recorded in the aforesaid Clerk's Office in Plat Book 25 at page 502, and described thereon as Lots 126-132, 167-173, 190-204, 219-239, Open Space Parcel A, Open Space Parcel B, Open Space Parcel C, Courier Drive, Okanagan Drive, Graywood Lane and Barksdale Drive.

8. A portion of that certain parcel real property denoted as Residue on the plat entitled "Plat of Correction Norborne-Glebe Phase 1" dated June 18, 2002 and revised through October 29, 2007, and recorded in the Office of the Clerk of the County Commission in Plat Book 25 at page 55, containing 13,127 square feet, more or less, and described as follows:

Beginning at a point along the southerly line of Courier Drive as shown on the plat entitled "Final Subdivision Plat of Norborne Glebe Phase 4" dated June 7, 2013, and recorded in the aforesaid Clerk's Office in Plat Book 25 at page 389, and being the northeasterly corner of Lot 240 as described thereon; thence with the southerly line of Courier Drive thence SOUTH 78°43'27" EAST 78.61 FEET to a point; thence continuing with the southerly line of Courier Drive as shown on the plat entitled "Final Subdivision Plat of Norborne Glebe Phase 5" dated September 9, 2013, and recorded in the aforesaid Clerk's Office in Plat Book 25 at page 502 SOUTH 78°43'27" EAST 30.78 FEET to a point being the northwesterly corner of Lot 239 as shown on said plat; thence departing Courier Drive and running with the westerly line of Lot 239 SOUTH 11°16'33" WEST 120.00 FEET to the southwesterly corner of Lot 239; thence departing Lot 239 and running through the above referenced Residue NORTH 78°43'27" WEST 109.39 FEET to the southeasterly corner of Lot 240 referenced above; thence with said Lot 240 NORTH 11°16'33" EAST 120.00 FEET to the point of beginning.

TOGETHER WITH a non-exclusive easement across the right of way easements and roads contained in the subdivision shown on the aforementioned plats of phases 2, 2a, 3, 4 and 5 of Norborne Glebe Subdivision for the purpose of ingress and egress between the property and the public road and non-exclusive easements within the sanitary sewer, sewer, storm drain, and waterline easements as shown on the aforesaid plats of phases 1, 2, 2a, 3, 4 and 5 of Norborne Glebe Subdivision for the purpose of the conveyance of storm water, sewer and water in connection with future development of this Parcel 1.

AND BEING a part of the real estate that was conveyed unto Arcadia Communities, Inc., a Virginia Corporation from the Arcadia *Inter vivos* Trust, by deed dated July 23, 2012, and recorded in the aforesaid Clerk's Office in Deed Book 1114 at page 471.

It is the intention that this TRACT SIX contain all the property to the south of SWM Facility Parcel J as it is shown on the Plat entitled "Final Plat of Arcadia-Norborne Glebe, L.L.C." dated April 9, 2007, revised through November 17, 2007, and recorded in the aforesaid Clerk's Office in Plat Book 25 at page 6; to the south of the southern boundary of the property depicted on the plats for Phases 4 and 5 of Norborne Glebe Subdivision as shown on the respective plats for these phases and to the south of the parcel described in item 8 of the less and excepting provisions above. The following is a more particular description of the TRACT SIX:

Beginning at an iron rod found as shown on a plat by William H. Gordon and Associates, Inc. recorded in the Office of the Clerk of the Jefferson County Court, WV in Plat Book 25, at page 6; thence with eleven (11) lines shown on said plat,

S 53°11'17" E 80.18' to an 18" x 5/8" rebar set; thence

S 76°15'10" E 829.04' to an 18" x 5/8" rebar set; thence

S 18°47'53" E 199.75' to an 18" x 5/8" rebar set; thence

N 71°12'07" E 70.68' to an 18" x 5/8" rebar set; thence with a curve to the left,
Chord Bearing = N 62°38'09" E, Chord Distance = 481.87-feet, Radius = 1682.55-feet,

Arc Length = 483.53-feet, to an 18" x 5/8" rebar set; thence with a curve to the left,

Chord Bearing = N 2°25'32" E, Chord Distance = 39.57-feet, Radius = 25.17-feet, Arc Length = 45.52-feet, to an 18" x 5/8" rebar set; thence,

N 49°53'08" W 370.03' to an 18" x 5/8" rebar set; thence with a curve to the left,

Chord Bearing = N 70°49'04" W, Chord Distance = 17.86-feet, Radius = 25.00-feet, Arc Length = 18.27-feet, to an 18" x 5/8" rebar set; thence with a curve to the right, Chord Bearing = N 12°05'14" W, Chord Distance = 147.57-feet, Radius = 75.00-feet, Arc Length = 208.38-feet, to an 18" x 5/8" rebar set; thence with a curve to the left, Chord Bearing = N 46°25'04" E, Chord Distance = 18.05-feet, Radius = 25.00-feet, Arc Length = 18.47-feet, to an 18" x 5/8" rebar set; thence, N 25°15'27" E 228.06' to a 5/8" iron rebar & cap set as shown on a plat by Greenway Engineering, Inc. recorded in said Clerk's Office in Plat Book 25, at page 389; thence with three lines as shown on said plat,
 S 64°44'33" E 100.00' to a 5/8" iron rebar & cap set; thence,
 S 63°55'08" E 36.35' to a 5/8" iron rebar & cap set; thence,
 S 78°43'27" E 619.72' to a 5/8" iron rebar & cap set; thence with a new line of division,
 S 78°43'27" E 109.39' to a 5/8" iron rebar & cap set as shown on a plat by Greenway Engineering, Inc. and recorded in said Clerk's Office in Plat Book 25, at page 502; thence with five (5) lines shown on said plat,
 S 78°43'27" E 805.86' to a 5/8" iron rebar & cap set; thence
 S 13°38'48" W 6.85' to a 5/8" iron rebar & cap set; thence
 S 76°21'12" E 50.00' to a 5/8" iron rebar & cap set; thence
 N 13°38'48" E 41.77' to a 5/8" iron rebar & cap set; thence
 S 76°21'12" E 154.35' to an unmarked point in a line shown on a plat by Huntley, Nyce & Associates, Ltd. and recorded in said Clerk's Office in Plat Book 25, at page 55; thence
 S 14°57'11" W 1636.80' (distance is shown on previously mentioned plat by Greenway Engineering, Inc. in Plat Book 25, at page 502) to a 5/8" rebar set; thence with fourteen (14) lines shown on said Huntley, Nyce & Associates, Ltd. plat,
 S 14°21'21" W 1439.57' to a 5/8" rebar set; thence
 N 37°36'18" W 1941.74' to a 5/8" rebar set; thence
 S 46°12'55" W 113.77' to a 5/8" rebar set; thence
 N 52°25'11" W 719.96' to a 5/8" rebar set; thence
 S 39°53'45" W 930.74' to a point (no corner identification on plat); thence
 N 41°47'30" W 307.02' to a point (no corner identification on plat); thence
 N 8°48'52" E 973.25' to a 5/8" rebar set; thence
 N 11°11'38" E 58.43' to a 5/8" rebar set; thence
 N 17°16'04" E 101.93' to a 5/8" rebar set; thence
 N 20°12'45" E 101.93' to a 5/8" rebar set; thence
 N 24°49'31" E 101.95' to a 5/8" rebar set; thence
 N 29°28'14" E 61.00' to a 5/8" rebar set; thence
 N 33°47'00" E 40.99' to a 5/8" rebar set; thence
 N 36°48'39" E 79.69' (bearing is as shown on said Huntley, Nyce & Associates, Ltd. plat in Plat Book 25, at page 55 and distance is as shown on a plat by Appalachian Surveys, Inc. recorded in Plat Book 9, at page 38) to the point of beginning, containing an area of 127.19 Acres, more or less.

With the compilation of the dimensions shown on the record plats, this description does not close geometrically. The closing bearing and distance is S 88°56'37" E 0.58'. All corners called for in this description are as shown on the plats of record. No field survey was performed for this description.

PARCEL 2: HARVEST HILLS aka ARCADIA DOWNS

TRACT ONE:

All those certain tracts or parcels of real estate with the improvements thereon, situate in Shepherdstown District, Jefferson County, West Virginia, more particularly described as follows:

PARCEL A:

Lots 2, 3, 4, 5, 6, 9, 10, 11, 12, 13, 14, 15, 16, 17, 19, 20, 21, 22, 23, 24 and 26 Harvest Hills, as more particularly designated and described upon a plat entitled "Final Plat showing Lots 1-27 HARVEST HILLS" prepared by Appalachian Surveys, Inc., dated May, 1999, and recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Plat Book 17 at pages 45A and 45B.

PARCEL B:

Lots 1 and 2 of the William P. Henderson Minor Subdivision as more particularly shown on that plat showing the William P. Henderson Minor Subdivision dated September, 1997, as prepared by Appalachian Surveys, Inc., and recorded in the aforesaid Clerk's Office in Plat Book 15 at page 83. LESS AND EXCEPTING, therefrom Merger Parcel B, consisting of 0.205 acres and Merger Parcel C, consisting of 0.271 acres, as more particularly described in the Deed of Merger dated June 8, 1999, and recorded in the aforesaid Clerk's Office in Deed Book 927 at page 231. TOGETHER WITH Merger Parcel A, consisting 0.142 acres and Merger Parcel D, consisting of 0.501 acres, as more particularly described in that Deed of Merger dated June 8, 1999, and recorded in the aforesaid Clerk's Office in Deed Book 927 at page 234.

AND BEING the same real estate conveyed unto Arcadia Communities, Inc., by deed from Arcadia-Harvest Hills, LLC, dated February 29, 2012, and recorded in aforesaid Clerk's Office in Deed Book 1105 at page 600.

TRACT TWO:

All those tracts or parcels of real estate, lying and being in the Shepherdstown District, Jefferson County, Virginia, situate near Duffields, and more particularly described as follows:

PARCEL A:

Being all of "Residue B" containing 45.564 acres, as shown on a plat entitled "Plat of Survey showing Merger Parcels from Property of William P. Henderson" drawn by Appalachian Surveys, Inc., dated May 18, 1999, said plat being recorded in the aforesaid Clerk's Office in Plat Book 15 at page 83, LESS AND EXCEPTING THEREFROM, HOWEVER, the following outsale:

Deed to Arcadia-Harvest Hills, LLC, a West Virginia Limited Liability Company, recorded in the aforesaid Clerk's Office in Deed Book 998 at page 460 (Lots 1-27 Harvest Hills).

PARCEL B:

All of the parcel known as Residue A, containing 115.857 acres after merger, as shown on Plat of Survey showing Merger Parcels for property of William P. Henderson, drawn by Appalachina Surveys, Inc., and recorded in the aforesaid Clerk's Office in Plat Cabinet 16, at Slide 69.

PARCEL C:

First Parcel: Known as the Manning Place, and described as follows according to a survey dated December 3, 1867, recorded in the Office of the Clerk of the County Court of Jefferson County, West Virginia, in Deed Book 2, Page 467, to wit:

Beginning at a stone, corner to Craven Trussell; thence with the said Trussell line N. 46 E. 115 poles crossing Elk Branch to Trussell and Miller's corner; thence with Miller's line N. 30 W. 36.5 poles; thence N. 36 W. 12 poles; thence N. 41 W. 12 poles; thence N. 44 - 30 W. 12 poles; thence N. 48 - 30 W. 12 poles; thence N. 51 - 30 W. 11.5 poles; thence N. 55 - 15 W. 12 poles; thence N. 60 W. 12 poles; thence N. 64 - 30 W. 12.7 poles; thence N. 69 - 45 W. 18 poles; thence N. 76 W. 18 poles to a stone on the south side of the railroad; thence leaving the railroad and running S. 03 - 25 W. 25.1 poles to the original corner of Manning and Duffield, a pile of stone, and the same course continued in all 219.6 poles to a pile of stone in Minor Hurst's line; and thence with the same S. 74 - 41 E. 116.1 poles to the beginning, containing 191 acres, more or less.

SUBJECT TO that certain Right-of-way to Potomac Light and Power Company recorded in the aforesaid Clerk's Office in Deed Book 268 at page 347.

Second Parcel:

Being a part of the Volney Hill Farm, described as follows according to a survey by J. Jas. Skinner, S.J.C., dated March 21, 1927, and of record in the aforesaid Clerk's Office in Deed Book 128 at page 429, to wit:

Beginning at a post (7), a corner to the first parcel and the residue of the Volney Hill Tract; thence with the lines of the first parcel S. 50 - 15 W. 77.4 pole to a post (8); thence N. 70 - 40 W. 95.6 poles to a post (9); thence leaving the first parcel S. 14 - 15 W. 73.1 poles to a post (10) in Michaels' line; thence with his line S. 72-40 E. 129.8 poles to a point at a Hakerberry Tree (11); corner with the residue of the Volney Hill Tract; thence with the latter N. 17 - 15 E. 100.6 poles to a stake (12); thence N. 25-15 E. 35.2 poles to the beginning, containing 65 acres, 0 rods and 32 poles, more or less.

SUBJECT TO the Shepherdstown Light & Water Co., easement recorded in the aforesaid Clerk's Office in Deed book 134 at page 213.

AND BEING the same real estate conveyed unto Arcadia Development Co., a California Corporation, from William P. Henderson by deed dated February 12, 2004, and recorded in the aforesaid Clerk's Office in Deed Book 985 at page 363.

LESS AND EXCEPTING THEREFROM, HOWEVER, the following outsales:

1. Deed to Jefferson County Parks and Recreation Commission, recorded in the aforesaid Clerk's Office in Deed Book 1031 at page 168 (Lot B, School Lot, containing 21.8085 acres)
2. Deed to Mt. Zion AME Church, recorded in the aforesaid Clerk's Office in Deed Book 1031 at page 172 (Lot C, Church Lot, containing 2.00 Acres).

PARCEL D;

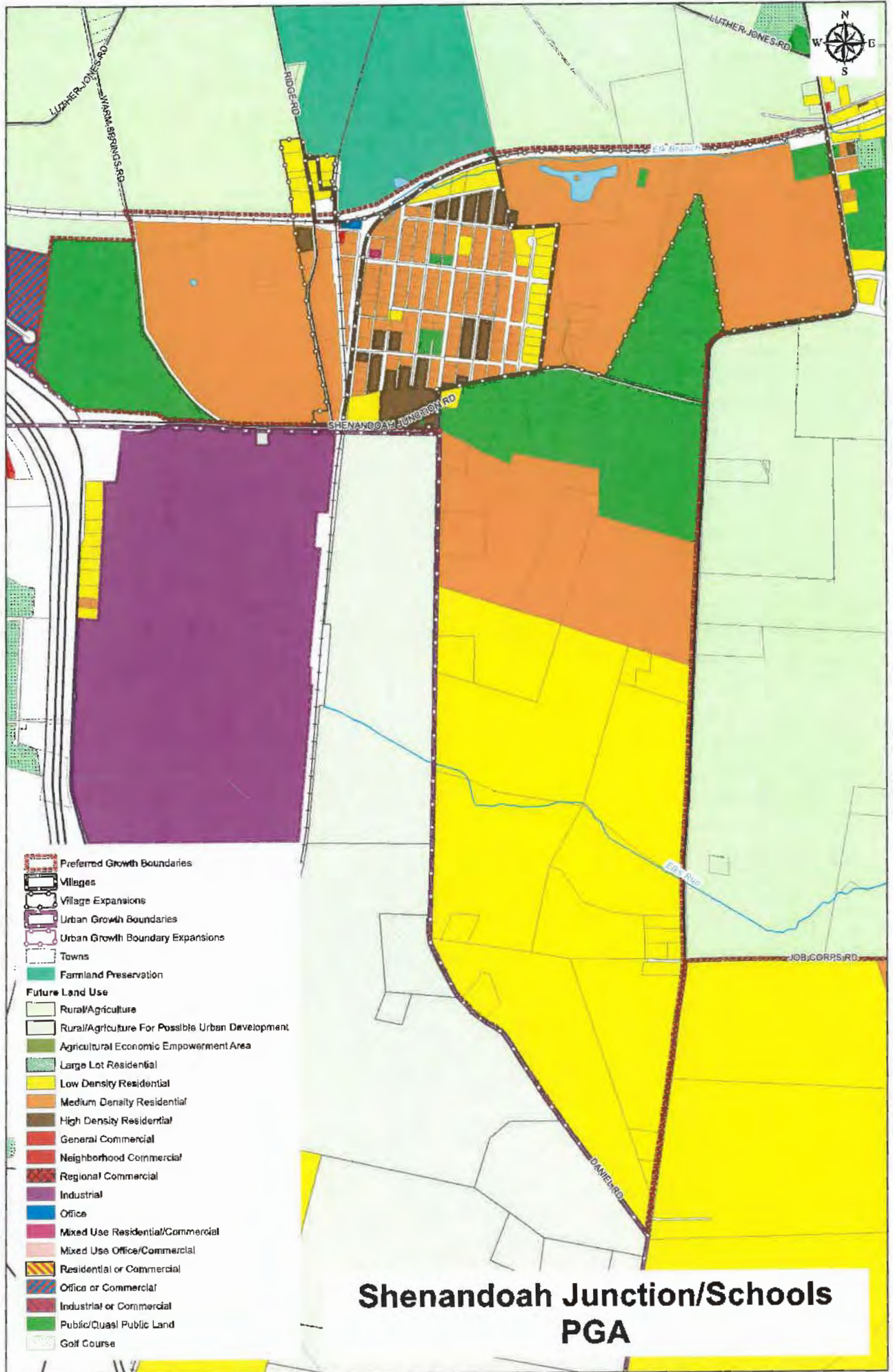
All those certain parcels of real estate with any improvements thereon and appurtenances thereunto belonging, lying and situate in the Shepherdstown District, Jefferson County, West Virginia, and more particularly bounded and described, according to a survey and plat thereof, entitled "Plat of Resurveys Showing Property of William P. Henderson," dated August 25, 2003, by Appalachian Surveys of West Virginia, LLC and recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Plat Book 23 at page 71, showing thereon as Lot 16 and 17, and including all of the Grantors right, title and interest in and to the existing right of way shown on said

plat as Ex. Elk Street. The property conveyed herein comprises 0.99± acres and is identified for property tax purposes as Tax Map 24A Parcels 16 and 17.

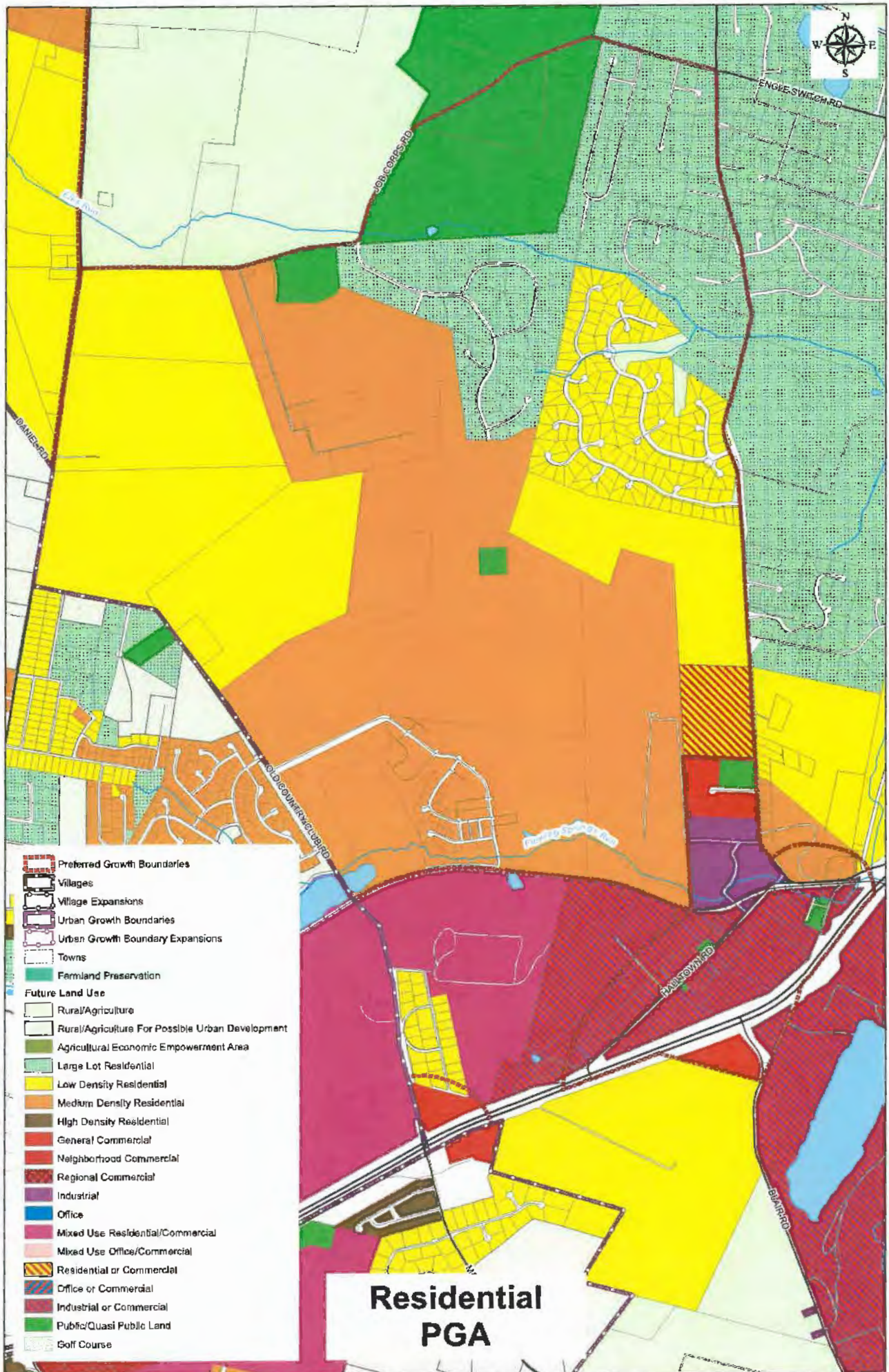
PARCELS:

All that certain lot or parcel of real estate, with the improvements thereon and appurtenances thereunto belonging, situate near Duffields Depot in the Shepherdstown Magisterial District, Jefferson County, West Virginia, and designated as Lot 4, containing 0.2500 acres, more or less, on a plat of survey dated January 3, 2007, prepared by Terry Plazanica, P.S., entitled "Plat of Resurvey, Property of Bruce Bowers, WB 14 P 251; DB 273 Pg 147, 'Drydensville' Plat - DB 96 PG 395, WB 8 PG 724" which said plat is recorded in the aforesaid Clerk's Office in Plat Book 24 at page 45, to which said plat reference is hereby made for a more complete and accurate description by metes and bounds of the parcels hereby conveyed. Reference is also hereby made to a plat of survey of Drydensville originally prepared by Jn. Hess in 1978, a copy of which said plat is attached to, made a part of and incorporated in a deed dated November 21, 1905, from Jonathan E. Burns, et ux., to George S. Houser, recorded in the aforesaid Clerk's Office in Deed Book 96 at page 392.

PARCELS 1 AND 2 BOTH BEING a part of the real estate that was conveyed unto Arcadia Inter Vivos Trust, by Deed dated October 19, 2015, and recorded in the aforesaid Clerk's Office in Deed Book 1163 at page 351.



- Preferred Growth Boundaries
- Villages
- Village Expansions
- Urban Growth Boundaries
- Urban Growth Boundary Expansions
- Towns
- Farmland Preservation
- Future Land Use**
- Rural/Agriculture
- Rural/Agriculture For Possible Urban Development
- Agricultural Economic Empowerment Area
- Large Lot Residential
- Low Density Residential
- Medium Density Residential
- High Density Residential
- General Commercial
- Neighborhood Commercial
- Regional Commercial
- Industrial
- Office
- Mixed Use Residential/Commercial
- Mixed Use Office/Commercial
- Residential or Commercial
- Office or Commercial
- Industrial or Commercial
- Public/Quasi Public Land
- Golf Course



- Preferred Growth Boundaries
- Villages
- Village Expansions
- Urban Growth Boundaries
- Urban Growth Boundary Expansions
- Towns
- Farmland Preservation
- Future Land Use**
- Rural/Agriculture
- Rural/Agriculture For Possible Urban Development
- Agricultural Economic Empowerment Area
- Large Lot Residential
- Low Density Residential
- Medium Density Residential
- High Density Residential
- General Commercial
- Neighborhood Commercial
- Regional Commercial
- Industrial
- Office
- Mixed Use Residential/Commercial
- Mixed Use Office/Commercial
- Residential or Commercial
- Office or Commercial
- Industrial or Commercial
- Public/Quasi Public Land
- Golf Course

Residential PGA

**JEFFERSON COUNTY COMMISSION
AGENDA REQUEST FORM**

Name: **Laurel Ziemianski**

Department or Organization: **SWaN Hill Top House Hotel, LLC**

Commission Meeting Date: **July 6, 2023**

Special Meeting Date (if necessary):

Subject (wording to be placed on agenda): **Property Tax Increment Financing Application**

Please provide a description of your request or presentation, including any background information:

To consider and act upon a proposed Resolution regarding the setting of a public hearing date with respect to the proposed creation of a Tax Increment Financing District to be designated "Jefferson County Redevelopment District No. 1 – Hill Top House Hotel" (the "Property TIF District"), the adoption of a project plan for the Property TIF District to be designated as "Project Plan No. 1", and approving the form of public hearing notice to be published in connection with the same and matters relating thereto.

Type of Request: (Funding/Hiring): **N/A**

Funding/Salary/Hourly Amount:

Name of Hire (if Applicable):

Grade/Step/Hours (PT/FT):

Start Date (beginning of pay period):

Post Probationary Increase (If applicable):

Any Additional Conditions of Employment or Funding Comments:

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

See attached resolution

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

Is equipment needed? Projector Internet/Wi Fi: Conference/Video **No**

Contact Information: **Laurel Ziemianski**

Phone Number: **703-728-4160**

Email Address: **Izicmianski@swaninvestors.com**

**JEFFERSON COUNTY COMMISSION
AGENDA REQUEST FORM**

Additional Comments Page:

See attached application materials

Resolution Regarding Public Hearing – Property TIF

RESOLUTION

WHEREAS, The County Commission of Jefferson County, West Virginia (the “County Commission”) is authorized by the West Virginia Tax Increment Financing Act, Chapter 7, Article 11B of the Code of West Virginia, 1931, as amended (the “TIF Act”) to create tax increment financing districts, approve project plans, issue tax increment financing obligations and take such other actions as necessary or desirable to facilitate the orderly development and economic stability of Jefferson County, West Virginia (the “County”), all as more fully set forth in the Act;

WHEREAS, the County Commission and SWaN Hill Top House Hotel, LLC (the “Developer”) have previously submitted an application to the West Virginia Department of Economic Development (the “WVDED”) and the West Virginia Legislature for the creation of an economic opportunity development district pursuant to the County Economic Opportunity Development District Act, Chapter 7, Article 22 of the Code of West Virginia, 1931, as amended (the “EODD Act”), to be known as “Hill Top House Hotel Economic Opportunity Development District” (the “Excise TIF District”);

WHEREAS, by a letter dated June 12, 2023, the Secretary of the WVDED conditionally approved the creation of the Excise TIF District, which conditional approval requires that the County Commission apply to the WVDED to establish an accompanying redevelopment district under the TIF Act;

WHEREAS, because the WVDED has conditioned its approval of the Excise TIF District on the establishment of a redevelopment district under the TIF Act, the Developer has requested that the County Commission consider the creation and establishment of a redevelopment district in the County to be known and designated as “Jefferson County Redevelopment District No. 1 – Hill Top House Hotel” (the “Property TIF District”) and approval of a project plan for the Property TIF District to be known and designated as “Project Plan No. 1 – Hill Top House Hotel” (the “Project Plan”);

WHEREAS, the Developer has provided certain information regarding the proposed Property TIF District and proposed Project Plan, including the proposed boundaries, to the County Commission for its review and consideration; and

WHEREAS, the Developer has requested that the County Commission, under and pursuant to the TIF Act, hold a public hearing at which interested parties be afforded a reasonable opportunity to express their views on the proposed creation of the Property TIF District, its proposed boundaries and the proposed Project Plan.

NOW THEREFORE BE IT RESOLVED BY THE COUNTY COMMISSION OF JEFFERSON COUNTY, WEST VIRGINIA, AS FOLLOWS:

1. It is hereby found and determined, subject to a public hearing and other actions, that the County Commission will consider for approval a Tax Increment Financing Application for the creation of the Property TIF District and the approval of the Project Plan (the "Application") and, if approved, submit the Application to the West Virginia Department of Economic Development for consideration and obtain all other necessary approvals.

2. The County Commission hereby sets a public hearing regarding the Application for August 17, 2023, at 6:00 p.m. prevailing time (or as soon thereafter on such date as the matter may be heard).

3. The County Commission hereby approves for publication, under and in accordance with the applicable provision of the TIF Act, that certain Notice of Public Hearing, substantially in the form attached hereto as **Exhibit A** and incorporated herein by reference and the providing of a copy of the d Notice of Public Hearing to the levying bodies having the power to levy taxes on property within the Property TIF District.

4. This Resolution shall become effective immediately upon adoption.

[Remainder of Page Intentionally Blank]

Adopted this July 5, 2023.

THE COUNTY COMMISSION OF JEFFERSON
COUNTY

By: _____
Its President

CERTIFICATION

The undersigned, being the duly qualified, elected and acting Clerk of The County Commission of Jefferson County, does hereby certify that the foregoing Resolution was duly adopted by the County Commission, at a regular meeting duly held, pursuant to proper notice thereof, on July 5, 2023, a quorum being present and acting throughout, and which Resolution has not been modified, amended or revoked and is a true, correct and complete copy thereof as of this July 5, 2023.

By: _____
County Clerk

EXHIBIT A

FORM OF NOTICE OF PUBLIC HEARING

**APPLICATION REGARDING CREATION OF
THE COUNTY COMMISSION OF JEFFERSON COUNTY REDEVELOPMENT
DISTRICT NO. 1 AND APPROVAL OF PROJECT PLAN NO. 1 AND
ISSUANCE OF TAX INCREMENT FINANCING OBLIGATIONS**

A public hearing will be held at a regular meeting of The County Commission of Jefferson County, West Virginia (the "County Commission"), on Thursday, August 17, 2023, at 6:00 p.m. (or as soon thereafter on such date as the matter may be heard) at the Jefferson County Commission Meeting Room located in the basement of the Old Charles Town Library at 200 East Washington Street, Charles Town, WV, and at such hearing any person interested may appear and present comments, protests, suggestions and otherwise express their views respecting an application regarding the creation of a tax increment redevelopment district to be designated as "Jefferson County Redevelopment District No. 1 – Hill Top House Hotel" (the "TIF District") in Jefferson County (the "County"), and the financing of certain projects described in a Project Plan for the TIF District to be designated as "Project Plan No. 1 – Hill Top House Hotel" (the "Project Plan"). All comments, protests, suggestions and views shall be heard at such public hearing, and the County Commission shall thereafter take such actions as it shall deem proper in the premises regarding the approval, pursuant to Chapter 7, Article 11B of the Code of West Virginia, 1931, as amended (the "Act"), respecting the Application regarding the creation of the TIF District and the approval of the Project Plan. Following is a brief summary of such matters.

Creation of TIF District

The proposed TIF District is located in the 5th (Harpers Ferry Corporation) property tax district of Jefferson County and includes real property and improvements constituting the Hill Top House Hotel (the "Hotel") and surrounding properties, as set forth on the map below.

[Insert Map]

Approval of Project Plan

SWaN Hill Top House Hotel, LLC (the "Developer") proposes to develop certain capital improvements within or contiguous to the TIF District and which serve the TIF District. The TIF Projects include the design, permitting, acquisition, construction and equipping of infrastructure and other improvements that will facilitate the redevelopment of the Hotel site and adjoining properties within the TIF District (collectively, the "TIF Projects"), including, but not limited to, the following:

- Waterworks, sewerage, stormwater, telecommunications, cable, fiber optic, electric, natural gas and related infrastructure improvements;

- Construction of parking facilities, roads, sidewalks, street lighting, traffic signals and other roadway and streetscape improvements and related appurtenances, and construction or redevelopment of other improvements within the TIF District, including but not limited to, the main hotel building, the hotel lodge building, the historic amory houses;
- Demolition, site preparation and excavation and other earthwork necessary for and incidental to the construction and installation of infrastructure and other improvements that will facilitate the redevelopment of the Hotel and nearby related properties within the TIF District;
- Other related improvements, extensions, renovations and additions; and
- All professional service fees and consultant fees in connection with the foregoing, including but not limited to engineering, architectural and other design fees, legal fees, fees of property tax revenue consultants, property tax consultants, trustees, continuing disclosure agents and all fees and costs incurred in connection with the preparation and approval of the Project Plan.

Tax Increment Financing Obligations

To finance all or portions of the TIF Projects, the County Commission proposes to issue tax increment revenue bonds or other obligations (the "TIF Obligations") in an amount not to exceed \$ _____, with maturities not to exceed 30 years from the date of the creation of the TIF District. Proceeds of the TIF Obligations are generally planned to be used to (i) finance all or a portion of the costs of the TIF Projects, including architectural, engineering, legal and other professional fees and expenses; (ii) finance costs of creating the TIF District and obtaining approval of the TIF Projects; (iii) fund reserves for the TIF Obligations, as necessary; (iv) fund capitalized interest on the TIF Obligations, as necessary; and (v) pay costs of issuance of the TIF Obligations and related costs. To the extent that surplus tax increment funds are available, portions of the TIF Projects may be financed directly with such surplus.

Further information regarding the proposed Application and the TIF Obligations are on file and available for inspection at the office of the Clerk of the County Commission during regular business hours, located at the County Clerk's office in the Old Court House, 100 East Washington Street Charles Town, WV.

Dated: _____, 2023.

By: /s/ Jacqueline C. Shadle
County Clerk

Tax Increment Financing Application

**The County Commission of Jefferson County
Redevelopment District No. 1 – Hill Top House Hotel**

**Creation of the TIF District and
Approval of Project Plan No. 1**

_____, 2023

Table of Contents

Section I: Application

- A: Applicant Information
- B: Authorized Representative of Applicant
- C: Development District

Section II: Project Information

- A: Detailed Description of Project
- B: Job Creation and Appraised Value Estimates
- C: Public Improvements
- D: Estimated Breakdown of Project Costs
- E: Financing
- F: Alternate Funding
- G: Preliminary Tax Increment Financing (“TIF”) Obligations

Section III: Attachments

- Attachment 1: Map showing the boundaries of the proposed TIF District, including a listing of included parcels of real property as identified by Tax Map and Parcel Number and demonstrating the existing uses and conditions in the TIF District.
- Attachment 2: Maps showing the TIF Projects which are currently planned for the TIF District.
- Attachment 3: A resolution, order or ordinance finding the TIF Projects are not reasonably expected to occur without the use of tax increment financing.
- Attachment 4: Certification of the Base Assessed Value of the Real and Personal Property in the TIF District.
- Attachment 5: Affidavit of Publication of the Notice of Public Hearing and verification and results of the public hearing.
- Attachment 6: Analysis of costs to other communities or areas in West Virginia as a result of this development.
- Attachment 7: Other information including the effect on the economy that may be necessary or useful to determine whether the TIF District and TIF Projects are financially feasible.
- Attachment 8: A memorandum of understanding (“MOU”) between the Project Developer and the County Commission about how the competitive bidding process will be conducted.
- Attachment 9: A relocation plan for any displaced persons, businesses, or organizations.
- Attachment 10: Proposed changes to zoning ordinances, if any.
- Attachment 11: Appropriate cross-references to any master plan, map, building codes and County orders affected by the TIF District and TIF Projects.
- Attachment 12: Copy of Notice of Public Hearing Provided to Board of Education, Corporation of Harpers Ferry and West Virginia Department of Economic Development.
- Attachment 13: Board of Education, Corporation of Harpers Ferry and State requests for information, guidance, or other formal requests.
- Attachment 14: If the project was proposed by an entity other than the county or municipality submitting this application, the following, as applicable, must also be submitted: (a) Certificate of Existence; (b) Certificate of Worker’s Compensation Insurance Coverage; (c) Certificate of Good Standing from State Tax Department; and (d) Certificate from sheriff regarding local property tax status.
- Attachment 15: Analysis showing the fiscal impact on each local levying body.
- Attachment 16: Letter from a bond counsel stating that the proposed project could support tax increment financing bonds, or other obligations, and the terms and conditions of such offering.

**WEST VIRGINIA
TAX INCREMENT FINANCING**

SECTION I. APPLICATION

A. APPLICANT INFORMATION

- | | |
|---|---|
| 1. County or Municipality: | The County Commission of Jefferson County
(the "County Commission" or "County") |
| 2. Contact Person/Title: | Makayla Zonfrilli, County Administrator |
| 3. Address: | The County Commission of Jefferson County
124 E. Washington Street
P.O. Box 250
Charles Town, WV 25414 |
| 4. Telephone Number:
E-Mail Address: | 304.728.3284
mzonfrilli@jeffersoncountywv.org |
| 5. Name of Project Plan: | Project Plan No. 1 – Hill Top House Hotel (the "TIF Project") |

B. AUTHORIZED REPRESENTATIVE OF DEVELOPER

If project was originally proposed by an entity other than the county or municipality listed above, please provide a contact name and information for someone who can answer questions about the project proposal:

- | | |
|--|---|
| 1. Name/Title: | Laurel Ziemianski, Project Manager |
| 2. Company Name: | SWaN Hill Top House Hotel, LLC |
| 3. Address: | 108 Loudon Street SW
Leesburg, VA 20178 |
| 4. Telephone Number:
E-Mail Address | 703.728.4160
lziemianski@swaninvestors.com |

C. DEVELOPMENT DISTRICT

- | | |
|----------------------------|---|
| Name of TIF District: | Jefferson County Redevelopment District No. 1 – Hill Top House Hotel (the "TIF District") |
| Description of Boundaries: | The proposed TIF District is in Jefferson County and includes approximately 9 acres of contiguous real property located within the Corporation of Harpers Ferry (the "Town"). The proposed TIF District is in the 5 th (Harpers Ferry Corporation) property tax district of Jefferson County and includes real property and improvements constituting the Hill Top House Hotel (the "Hotel") and surrounding properties. A map of the TIF District boundaries is provided in Attachment 1. |
| Notice of Public Hearing: | A public hearing regarding the Project Plan will be held on [REDACTED], 2023, following the publication of notice thereof as a Class II legal advertisement. A copy of the Affidavit of Publication will be provided in Attachment 5. |
| Base Assessed Value: | \$ [REDACTED]. The assessed value of the taxable real and personal |
- 8397571

property (excluding personal motor vehicles and other items which are exempt under the TIF Act) within the TIF District for Tax Year 2023 as of July 1, 2022, as provided by the County Assessor (the "Base Assessed Value") is provided in **Attachment 4**.

SECTION II.

PROJECT INFORMATION

A. DETAILED DESCRIPTION OF PROJECT

Include a description of how the project fits with the overall development plans for the Development District or the overall development plans of the City, county, or region.

The TIF District

The County Commission of Jefferson County (the "County Commission") proposes the creation of the "Jefferson County Redevelopment District No. 1 – Hill Top House Hotel" (the "TIF District"). The proposed TIF District is located in Jefferson County and includes approximately nine (9) acres of contiguous real property located in the Corporation of Harpers Ferry (the "Town"). The proposed TIF District is located in the 5th (Harpers Ferry Corporation) property tax district of Jefferson County and includes real property and improvements constituting the former Hill Top House Hotel (the "Hotel") and surrounding properties. A map of the TIF District boundaries is provided in **Attachment 1**. The TIF District is being created by the County Commission for the purposes of facilitating the planning, design, acquisition, construction and equipping of capital improvements within the TIF District or on land not in the TIF District that is contiguous to the TIF District and which contains infrastructure or other facilities which serve the TIF District.

The TIF Projects

SWaN Hill Top House Hotel, LLC (the "Developer") is the owner of the former Hill Top Hotel and adjoining properties. The Developer is seeking to redevelop the Hotel site and adjoining properties by constructing a new hotel on the site of the Hotel, restoring the adjacent historic Lodge building, restoring and repurposing four historic houses originally constructed as housing for workers at the Harpers Ferry Armory as guest houses, restoring and repurposing one additional Armory house and a former barbershop. The Developer proposes to develop certain capital improvements within or contiguous to the TIF District and which serve the TIF District. The TIF Projects include the design, permitting, acquisition, construction and equipping of infrastructure and other improvements that will facilitate the redevelopment of the Hotel site and adjoining properties within the TIF District (collectively, the "TIF Projects"), including, but not limited to, the following:

- Waterworks, sewerage, stormwater, telecommunications, cable, fiber optic, electric, natural gas and related infrastructure improvements;
- Construction of parking facilities, roads, sidewalks, street lighting, traffic signals and other roadway and streetscape improvements and related appurtenances, and construction or redevelopment of other improvements within the TIF District, including but not limited to, the main hotel building, the hotel lodge building, the historic amory houses;
- Demolition, site preparation and excavation and other earthwork necessary for and incidental to the construction and installation of infrastructure and other improvements that will facilitate the redevelopment of the Hotel and nearby related properties within the TIF District;
- Other related improvements, extensions, renovations and additions; and
- All professional service fees and consultant fees in connection with the foregoing, including but not limited to engineering, architectural and other design fees, legal fees, fees of property tax revenue consultants, property tax consultants, trustees, continuing disclosure agents and all fees and costs incurred in connection with the preparation and approval of the Project Plan.

The proposed TIF Projects which are currently contemplated for the TIF District are more particularly indicated on the maps provided in **Attachment 2**. The proposed TIF Projects and the capital improvements and expenditures currently contemplated are presented by way of example only and the actual capital improvements and expenditures may differ substantially from those described herein so long as such improvements and expenditures are included within the description of the TIF Projects described herein.

The TIF Project also includes all professional services fees, together with costs incurred in preparation of the Project Plan, and related costs and reimbursement of costs of the TIF Project incurred after the date of the West

Virginia Department of Economic Development's approval of the Project Plan.

West Virginia Code Section 7-22-9(b)(4) authorizes the County Commission to create an economic opportunity development district to be known as "The County Commission of Jefferson County Hill Top House Hotel Economic Opportunity Development District" (the "EODD") and to levy a special district excise tax within the EODD. The boundaries of the EODD are identical to the proposed boundaries of the TIF District. The TIF Projects proposed herein contemplate financing the design, permitting, acquisition, construction and equipping of a portion of infrastructure projects included in the project plan for the EODD (the "EODD Project").

Tax Increment Financing Obligations

To finance all or portions of the TIF Projects, the County Commission proposes to issue tax increment revenue bonds or other obligations on a senior or subordinate basis (the "TIF Obligations") in an estimated amount of \$_____, with maturities not to exceed 30 years from the date of the creation of the TIF District. Such TIF Obligations may be issued from time to time in one or more series. The County Commission may issue refunding bonds from time to time to refinance certain or all of the outstanding TIF Obligations and as a result of any such refinancing(s), the total par amount of TIF Obligations issued may exceed \$_____ due to anticipated reserve fund requirements for the refunding bonds and related costs of issuing the refunding bonds, among other potential costs. Proceeds of the TIF Obligations are generally planned to be used to (i) finance all or a portion of the costs of the TIF Projects, including architectural, engineering, legal and other professional fees and expenses; (ii) finance costs of creating the TIF District and obtaining approval of the TIF Projects; (iii) fund reserves for the TIF Obligations, as necessary; (iv) fund capitalized interest on the TIF Obligations, as necessary; and (v) pay costs of issuance of the TIF Obligations and related costs. To the extent that surplus tax increment funds are available, portions of the TIF Projects may be financed directly with such surplus. See **Section II.E** for more detailed Financing information and **Section II.G** for additional information on the proposed TIF Obligations.

B(1):

ESTIMATES

Projected increases in Assessed Values of the TIF District:

Number of jobs to be created by this project in the TIF District. Estimated jobs are as follows:

Estimated Job Creation within the TIF District

Job Category: Professional

Number:	8
Wages:	\$100,000
Benefits:	<u>Industry Standard</u>

Job Category: Clerical and Admin

Number:	11
Wages:	\$40,000
Benefits:	<u>Industry Standard</u>

Job Category: Skilled

Number:	5
Wages:	\$35,000 – 50,000
Benefits:	<u>Industry Standard</u>

Job Category: Semi-Skilled

Number:	5
Wages:	\$35,000 – 50,000
Benefits:	<u>Industry Standard</u>

Job Category: Unskilled

Number:	100
Wages:	\$40,500
Benefits:	<u>Industry Standard</u>

Total Estimated Number of Construction Jobs	239
Total Estimated Number of Permanent Jobs	129

C.**CAPITAL IMPROVEMENTS**

The Developer proposes to develop certain capital improvements within or contiguous to the TIF District and which serve the TIF District. The TIF Projects include the design, permitting, acquisition, construction and equipping of infrastructure and other improvements that will facilitate the redevelopment of the Hotel site and adjoining properties within the TIF District, including, but not limited to, the following:

- Waterworks, sewerage, stormwater, telecommunications, cable, fiber optic, electric, natural gas and related infrastructure improvements;
- Construction of parking facilities, roads, sidewalks, street lighting, traffic signals and other roadway and streetscape improvements and related appurtenances, and construction or redevelopment of other improvements within the TIF District, including but not limited to, the main hotel building, the hotel lodge building, and the historic amory houses;
- Demolition, site preparation and excavation and other earthwork necessary for and incidental to the construction and installation of infrastructure and other improvements that will facilitate the redevelopment of the Hotel and nearby related properties within the TIF District;
- Other related improvements, extensions, renovations and additions; and
- All professional service fees and consultant fees in connection with the foregoing, including but not limited to engineering, architectural and other design fees, legal fees, fees of property tax revenue consultants, property tax consultants, trustees, continuing disclosure agents and all fees and costs incurred in connection with the preparation and approval of the Project Plan.

The proposed TIF Projects and the capital improvements and expenditures contemplated are presented by way of example only and the actual capital improvements and expenditures for each phase may differ substantially from those described herein so long as such improvements and expenditures are included within the description of the TIF Projects described herein. The estimated construction and engineering costs of the TIF Projects are provided in the table below. These estimated costs are preliminary in nature and are provided by way of example only. Actual project costs will vary from those indicated in the following estimates and such variances could be significant.

**Hill Top House Hotel
Summary Budget
June 2023**

Summary Budget

Hard Costs, Demolition - Main Building, Lodge , Outbuildings	89,700,000
FF&E and OS&E	8,000,000
Contingency	7,300,000
Soft Costs	8,800,000
Project Related Taxes	1,900,000
Interest Reserve	4,000,000
Financing, Legal, Working Capital, Pre-Opening, Etc.	9,900,000
Land and Other Pre-Development Costs	16,000,000
	145,600,000

D.**ESTIMATED BREAKDOWN OF PROJECT COSTS***

The below preliminary breakdown of estimated costs of the TIF Projects is anticipated to be fully financed from TIF Obligations and/or from Pay-As-You-Go funds from the TIF Fund. See **Section II.G – Tax Increment Financing Obligations** and **Section II.E – Financing** for more detailed information. The Costs of the TIF Projects set forth on this and the prior pages are based on the best available information at the time of this Application. All indicated costs are estimates only and are subject to change and the actual costs will likely differ from the amounts stated herein.

	TOTAL*	<u>Proposed Financing Method</u>
1. Capital Costs	\$ (see 8 below)	
2. Estimated Financing Costs	\$ [REDACTED]	TIF Obligations
3. Professional Services	\$ (see footnote)	
4. Land	\$ [REDACTED]	
5. Relocation Costs	\$ -0-	
6. Environmental Impact Studies	\$ (see footnote)	
7. Public Information	\$ -0-	
8. Construction of Capital Improvements	\$22,151,620	TIF Obligations
9. Costs of the sale/lease of County property that results in a loss to County	\$ -0-	
10. TIF Bonds Capitalized Interest	\$ [REDACTED]	TIF Obligations
11. TIF Bonds Reserve Funds	\$ [REDACTED]	TIF Obligations
Total Project Cost:	\$ [REDACTED]	TIF Obligations

*Notes to Items 1 through 11:

Items 1 through 11 above describe cost estimates for the initial series of TIF Obligations to be issued by the County Commission to finance costs of the Phase I and/or Phase II projects.

2) Estimated Financing Costs for the TIF Obligations are provided in **Section II.G.**

3) Estimated Professional Services costs are included in Construction of Capital Improvements.

6) Estimated Environmental Impact Studies costs are included in Construction of Capital Improvements.

8) See **Section II.C** for estimated breakdown of costs.

10) Estimated Capitalized Interest for the TIF Obligations are provided in **Section II.G.**

11) Estimated Reserve Fund for the TIF Obligations are provided in **Section II.G.** A portion of the TIF Obligations are anticipated to be initially privately placed with the Developer and a Reserve Fund should not be required for such TIF Obligations.

Estimated Sources, Amounts, Rate and Term (1)

To finance the TIF Projects, the County Commission proposes to issue TIF Obligations with maturities not to exceed 30 years from the date of the creation of the TIF District. Such TIF Obligations are planned to be issued in one or more series. Proceeds of the TIF Obligations are generally expected to be used to (i) finance all or a portion of the costs of the TIF Projects, including architectural, engineering, legal and other professional fees and expenses; (ii) finance costs of creating the TIF District and obtaining approval of the TIF Projects; (iii) fund reserves for the TIF Obligations, as necessary; (iv) fund capitalized interest on the TIF Obligations, as necessary; and (v) pay costs of issuance of the TIF Obligations and related costs. TIF Funds may also be used for the payment of accrued but unpaid debt service, if any, due to insufficient TIF Funds to make prior debt service payments. To the extent that surplus tax increment funds are available, portions of the TIF Project may be financed on a "pay-as-you-go" basis directly with such funds.

The TIF Obligations detailed in the table below are anticipated to be issued with a final maturity which will not exceed 30 years from the creation of the TIF District. To the extent that Excess Funds (as defined in **Section II.G**) are used to redeem outstanding bonds, it is anticipated that the TIF Obligations could be paid off earlier.

Sources	Preliminary Amount	Preliminary Interest Rate	Maturity	Status
TIF Obligations(1)	\$ [REDACTED]	[REDACTED] %	June 1, 2053	TIF Application submitted to County Commission

(1) Amounts and interest rates provided in this section are preliminary and subject to change based on market conditions at the time of sale or private placement of the TIF Obligations.

What alternate sources of funding have been explored? Why are they unavailable for this project?

The County Commission and the Developer have considered several alternative sources of funding for the costs of the TIF Projects proposed for the TIF District, including, but not limited to, bank financing, public financing, state grants and loans, etc. The Developer will seek to obtain Historic Rehabilitation Tax Credits for certain aspects of its redevelopment of the Hotel site and adjoining properties. Additionally, a portion of the TIF Projects described herein will be financed with obligations issued in connection with the EODD. While other public sources may be used in conjunction with TIF funding as they become available, to date no funding sources have proven to be available or a viable alternative for financing the TIF Projects. The lack of a revenue source has made it prohibitive for the County Commission and/or the Developer to finance the proposed projects without the assistance of TIF funds. TIF funding will allow for the proposed projects to be planned and constructed in the most efficient and inexpensive process available to the County Commission and the Developer. Without the availability of TIF funds for the proposed projects, the ability of the State of West Virginia, the County Commission and the Developer to provide all of the necessary infrastructure to support the Project Plan is severely impaired.

G.**TAX INCREMENT FINANCING OBLIGATIONS**

If TIF Obligations are expected to be issued, the following information must also be included:

1. Amount of TIF indebtedness to be incurred: Not to exceed \$
2. Other revenues to be used to finance the debt (other than tax increments in the TIF Fund): None
3. Other monies to be deposited in the TIF Fund for the TIF District: None
4. If less than the full tax increment is to be used, explain how the excess will be used or distributed:

Any principal and interest on the TIF Obligations issued by the County Commission shall be payable from the tax increment financing fund ("TIF Fund") established for the TIF District. Any revenues in the TIF Fund that are not: (i) used for the scheduled payment of the principal of and interest on TIF Obligations, (ii) used for the payment of accrued but unpaid debt service due to insufficient TIF funds to make prior debt service payments, (iii) held in reserve funds established by the issuance of TIF Obligations, (iv) used for annual expenses for servicing the TIF Obligations or annual expenses of the TIF District, or (v) used for approved TIF Project costs within the TIF District, shall be deemed "excess funds" at the end of each fiscal year.

"Excess funds" may be used for (i) prepayment of debt service on the TIF Obligations, (ii) the scheduled payment of the principal of and interest on additional TIF Obligations, (iii) payment of accrued but unpaid debt service due to insufficient TIF funds to make prior debt service payments on additional TIF Obligations, (iv) funding reserve funds established by the issuance of additional TIF Obligations, (v) payment of annual expenses for servicing additional TIF Obligations, (vi) funding for additional TIF Projects in the TIF District approved in a Project Plan or Project Plans pursuant to the Act, (vii) distribution into current funds of the appropriate levying bodies, (viii) retention of funds for approved TIF Projects, and/or (ix) all other purposes for which TIF Fund monies may be expended pursuant to the Act.

5. Terms for early repayment of the TIF Obligations:

The County Commission plans to issue TIF Obligations in one or more series with an initial final maturity not more than 30 years from the date of the creation of the TIF District. If the TIF Obligations are privately placed, the County Commission anticipates that the TIF Obligations could be callable at any time after the date of issuance. The County Commission anticipates that TIF Obligations which are publicly marketed would be callable approximately 5 to 10 years from the date of their issuance.

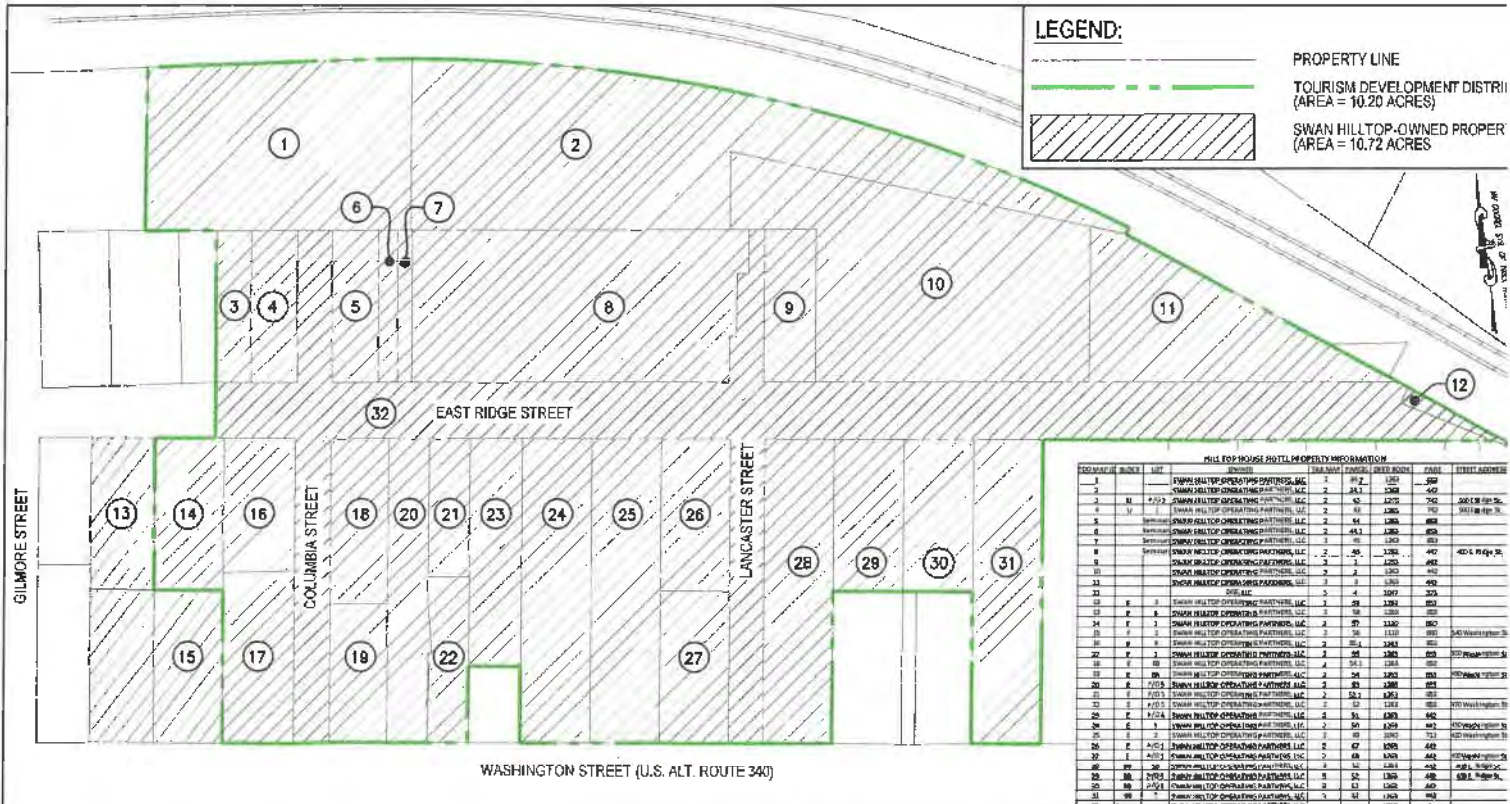
Upon payment in full of the outstanding principal of, interest on and redemption premium, if any, for the TIF Obligations and all administrative or annual expenses related to the TIF Obligations and/or the TIF District, the County Commission may dissolve the TIF District; provided, however, that if the County Commission has approved a Project Plan or Project Plans subsequent to the issuance of the TIF Obligations, the TIF District shall not be dissolved until the obligations created on the TIF Fund by such Project Plan or Project Plans have been fulfilled.

6. Attach a letter from a bond counsel and/or financial underwriter stating that the proposed project could support tax increment financing bonds or other obligations and the terms and conditions of such offering.

A letter prepared by B.C. Ziegler and Company, Underwriter to the County Commission with respect to the TIF Obligations, is provided in **Attachment 16** stating that the TIF Project could support the issuance of TIF Obligations.

Attachment 1: Maps showing the boundaries of the proposed TIF District, including a listing of included parcels of real property as identified by Tax Map and Parcel Number and demonstrating the existing conditions and uses of property in the TIF District.

Please refer to the attached tax parcel map, listing of tax parcels and ownership and aerial view of existing conditions of the proposed TIF District.



LEGEND:

- PROPERTY LINE
- TOURISM DEVELOPMENT DISTRICT (AREA = 10.20 ACRES)
- SWANN HILL TOP-OWNED PROPERTY (AREA = 10.72 ACRES)

LOT #	OWNER	AREA (SQ FT)	AREA (AC)	STREET ADDRESS
1	SWANN HILL TOP OPERATING PARTNERS, LLC	49,200	1.12	460
2	SWANN HILL TOP OPERATING PARTNERS, LLC	24,100	0.55	460
3	SWANN HILL TOP OPERATING PARTNERS, LLC	52,000	1.19	3001 R St. SE
4	SWANN HILL TOP OPERATING PARTNERS, LLC	62,000	1.42	3001 R St. SE
5	SWANN HILL TOP OPERATING PARTNERS, LLC	64,000	1.46	460
6	SWANN HILL TOP OPERATING PARTNERS, LLC	64,000	1.46	460
7	SWANN HILL TOP OPERATING PARTNERS, LLC	64,000	1.46	460
8	SWANN HILL TOP OPERATING PARTNERS, LLC	2,000	0.05	460
9	SWANN HILL TOP OPERATING PARTNERS, LLC	2,000	0.05	460
10	SWANN HILL TOP OPERATING PARTNERS, LLC	2,000	0.05	460
11	SWANN HILL TOP OPERATING PARTNERS, LLC	2,000	0.05	460
12	SWANN HILL TOP OPERATING PARTNERS, LLC	2,000	0.05	460
13	SWANN HILL TOP OPERATING PARTNERS, LLC	2,000	0.05	460
14	SWANN HILL TOP OPERATING PARTNERS, LLC	2,000	0.05	460
15	SWANN HILL TOP OPERATING PARTNERS, LLC	2,000	0.05	460
16	SWANN HILL TOP OPERATING PARTNERS, LLC	2,000	0.05	460
17	SWANN HILL TOP OPERATING PARTNERS, LLC	2,000	0.05	460
18	SWANN HILL TOP OPERATING PARTNERS, LLC	2,000	0.05	460
19	SWANN HILL TOP OPERATING PARTNERS, LLC	2,000	0.05	460
20	SWANN HILL TOP OPERATING PARTNERS, LLC	2,000	0.05	460
21	SWANN HILL TOP OPERATING PARTNERS, LLC	2,000	0.05	460
22	SWANN HILL TOP OPERATING PARTNERS, LLC	2,000	0.05	460
23	SWANN HILL TOP OPERATING PARTNERS, LLC	2,000	0.05	460
24	SWANN HILL TOP OPERATING PARTNERS, LLC	2,000	0.05	460
25	SWANN HILL TOP OPERATING PARTNERS, LLC	2,000	0.05	460
26	SWANN HILL TOP OPERATING PARTNERS, LLC	2,000	0.05	460
27	SWANN HILL TOP OPERATING PARTNERS, LLC	2,000	0.05	460
28	SWANN HILL TOP OPERATING PARTNERS, LLC	2,000	0.05	460
29	SWANN HILL TOP OPERATING PARTNERS, LLC	2,000	0.05	460
30	SWANN HILL TOP OPERATING PARTNERS, LLC	2,000	0.05	460
31	SWANN HILL TOP OPERATING PARTNERS, LLC	2,000	0.05	460
32	SWANN HILL TOP OPERATING PARTNERS, LLC	2,000	0.05	460

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HILL TOP HOUSE HOTEL
 TOURISM DEVELOPMENT DISTRICT
 SCALE: 1" = 80'
 SEPTEMBER 28, 2022

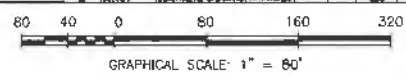


EXHIBIT D108-0201-1
 CADD: D108-0201-001a_TOURISM DEVELOPMENT DISTRICT
 DRAWN BY: K.
 SHEET 1

HOTEL PROPERTY INFORMATION

TDD MAP ID	BLOCK	LOT	OWNER	TAX MAP	PARCEL	DEED BOOK	PAGE
1			SWAN HILLTOP OPERATING PARTNERS, LLC	2	34.2	1263	653
2			SWAN HILLTOP OPERATING PARTNERS, LLC	2	34.1	1263	442
3	U	P/O 2	SWAN HILLTOP OPERATING PARTNERS, LLC	2	43	1265	742
4	U	1	SWAN HILLTOP OPERATING PARTNERS, LLC	2	43	1265	742
5		Seminary	SWAN HILLTOP OPERATING PARTNERS, LLC	2	44	1263	653
6		Seminary	SWAN HILLTOP OPERATING PARTNERS, LLC	2	44.1	1263	653
7		Seminary	SWAN HILLTOP OPERATING PARTNERS, LLC	2	45	1263	653
8		Seminary	SWAN HILLTOP OPERATING PARTNERS, LLC	2	46	1263	442
9			SWAN HILLTOP OPERATING PARTNERS, LLC	3	1	1263	442
10			SWAN HILLTOP OPERATING PARTNERS, LLC	3	2	1263	442
11			SWAN HILLTOP OPERATING PARTNERS, LLC	3	3	1263	442
12			DGE, LLC	3	4	1047	373
13	F	3	SWAN HILLTOP OPERATING PARTNERS, LLC	2	58	1263	653
13	F	6	SWAN HILLTOP OPERATING PARTNERS, LLC	2	58	1263	653
14	F	7	SWAN HILLTOP OPERATING PARTNERS, LLC	2	57	1110	690
15	F	2	SWAN HILLTOP OPERATING PARTNERS, LLC	2	56	1110	690
16	F	8	SWAN HILLTOP OPERATING PARTNERS, LLC	2	55.1	1263	653
17	F	1	SWAN HILLTOP OPERATING PARTNERS, LLC	2	55	1263	653
18	E	6B	SWAN HILLTOP OPERATING PARTNERS, LLC	2	54.1	1263	653
19	E	6A	SWAN HILLTOP OPERATING PARTNERS, LLC	2	54	1263	653
20	E	P/O 5	SWAN HILLTOP OPERATING PARTNERS, LLC	2	53	1263	653
21	E	P/O 5	SWAN HILLTOP OPERATING PARTNERS, LLC	2	52.1	1263	653
22	E	P/O 5	SWAN HILLTOP OPERATING PARTNERS, LLC	2	52	1263	653
23	E	P/O 4	SWAN HILLTOP OPERATING PARTNERS, LLC	2	51	1263	442
24	E	3	SWAN HILLTOP OPERATING PARTNERS, LLC	2	50	1263	442
25	E	2	SWAN HILLTOP OPERATING PARTNERS, LLC	2	49	1040	712
26	E	P/O 1	SWAN HILLTOP OPERATING PARTNERS, LLC	2	47	1263	442
27	E	P/O 1	SWAN HILLTOP OPERATING PARTNERS, LLC	2	48	1263	442
28	BB	10	SWAN HILLTOP OPERATING PARTNERS, LLC	3	52	1263	442
29	BB	P/O 9	SWAN HILLTOP OPERATING PARTNERS, LLC	3	52	1263	442
30	BB	P/O 8	SWAN HILLTOP OPERATING PARTNERS, LLC	3	52	1263	442
31	BB	7	SWAN HILLTOP OPERATING PARTNERS, LLC	3	52	1263	442
32	Streets		SWAN HILLTOP OPERATING PARTNERS, LLC			1258	1

Attachment 2: Map showing the TIF Projects which are currently planned for the TIF District.

Please refer to the attached maps.

Attachment 3:

A resolution, order or ordinance finding the TIF Projects are not reasonably expected to occur without the use of tax increment financing.

A resolution adopted by the County Commission regarding the creation of The County Commission of Jefferson County Redevelopment District No. 1 – Hill Top House Hotel and the approval of Project Plan No. 1 for the related TIF Projects, finding that the TIF Projects are not reasonably expected to occur without the use of tax increment financing, approving the submission of the TIF Application to the West Virginia Department of Economic Development, and other matters in connection with the approval of the creation of the TIF District and the approval of Project Plan No. 1 will be attached hereto once it is adopted.

Attachment 4: Certification of the Base Assessed Value of the Real and Personal Property in the TIF District.

The Base Assessed Value of the real and personal property (excluding personal motor vehicles and other property which is exempt pursuant to the TIF Act) within the TIF District as of July 1, 2022 (Tax Year 2023) as provided by the County Assessor is \$ [REDACTED]. The base assessed value certification of the County Assessor is attached hereto.

Attachment 5: Verification and results of the public hearings.

The County Commission will hold a public hearing on the creation of the TIF District and the approval of Project Plan No. 1 for the TIF District on [REDACTED], 2023.

The following items are provided in this attachment or will be provided when they are available:

1. The Affidavit of Publication of Notice of Public Hearing.
2. Minutes of the Public Hearing conducted on [REDACTED], 2023.

Attachment 6: Analysis of costs to other communities or areas in West Virginia as a result of this development.

There are no known costs to other communities or areas in West Virginia as a result of this development.

Attachment 7:

Other information including the effect on the economy that may be necessary or useful to determine whether the TIF District and TIF Projects are financially feasible.

Attached hereto are the following:

1. Economic impact study dated May 2019 prepared by EY Quantitative Economics and Statistics; and
2. Revenue report dated _____, 2023 prepared by MuniCap, Inc.

Attachment 8:

A memorandum of understanding (MOU) between the Project Developer and the County Commission about how the competitive bidding process will be conducted.

Attached hereto is a Memorandum of Understanding dated [REDACTED], 2023, executed by the Developer and the County Commission regarding the conduct of the competitive bidding process for the TIF Projects.

Attachment 9:

A relocation plan for any displaced persons, businesses, or organizations.

No relocations for any displaced persons, businesses or organizations are required for the development of the TIF Projects.

Attachment 10: Proposed changes to zoning ordinances, if any.

Under the Tourism Development District Act (the "TDA Act", codified at W. Va. Code 5B-1-9 et. seq.), the Developer has established a Tourism Development Project (the "Tourism Development Project") in a Tourism Development District (the "Tourism Development District"). The Tourism Development District includes the TIF District and the TIF Projects. The TDA Act removes the requirement for the Developer to obtain consent from the Town to create the TIF District. A copy of the Approval Letter from the West Virginia Department of Economic Development approving the establishment of the Tourism District is attached hereto. The Developer has also entered into a Tourism Development District Agreement with the West Virginia Department of Economic Development to govern its activities in managing and administering the Tourism Development Project, a copy of which is attached hereto.

Attachment 11: Appropriate cross-references to any master plan, map, building codes, County orders and City ordinances affected by the TIF District and TIF Projects.

On January 14, 2015, the County Commission approved the Envision Jefferson 2035 Comprehensive Plan (the "County Comprehensive Plan"). The creation of the proposed TIF District and the execution of the TIF Projects are consistent with the goals and objectives stated therein. For example, among the objectives outlined in the County Comprehensive Plan are (1) to build upon intergovernmental efforts to develop strategies to entice visitors who come to the Harpers Ferry National Historical Park to stay in Jefferson County for more than a one-day visit to the Park and (2) to identify opportunities for public/private partnerships (or other creative forms of collaboration) between local government entities and private sector investment that would result in the creation or expansion of employment opportunities and infrastructure in Jefferson County.

Attachment 12:

Copy of Notice of Public Hearing Provided to Board of Education, Corporation of Harpers Ferry and West Virginia Department of Economic Development.

Provided in this attachment are copies of the letters providing the Notice of Public Hearing and the Application to the Jefferson County Board of Education and the Town, and a copy of the letter providing the Notice of Public Hearing to the West Virginia Department of Economic Development. The County Commission will add any resulting future communications received from these entities in Attachment 13.

1. Letter dated _____, 2023, to the Jefferson County Board of Education.
2. Letter dated _____, 2023, to the Corporation of Harpers Ferry.
3. Letter dated ____ ____, 2023, to the West Virginia Department of Economic Development.

Attachment 13:

The Board of Education and West Virginia Department of Economic Development may request further information, provide guidance, or make other formal requests. The County Commission must include any such communications from the Board of Education or the West Virginia Department of Economic Development with this application.

All written communications received from the Jefferson County Board of Education, the Corporation of Harpers Ferry and the West Virginia Department of Economic Development following the providing of the Notice of Public Hearing included in Attachment 12 and regarding this application will be provided in this section.

Attachment 14:

If the project was proposed by an entity other than the county or municipality submitting this application, the following, as applicable, must also be submitted: (a) Certificate of Existence; (b) Proof of Worker's Compensation Insurance Coverage and Certificate from the Commissioner of the Bureau of Employment Programs; (c) Certificate of Good Standing from State Tax Department; and (d) certificate from sheriff regarding local property tax status.

Attached are the following:

1. Certificate of Existence from West Virginia Secretary of State's Office.
2. The Developer has no employees in West Virginia and, accordingly, no proof of worker's compensation coverage and good standing certificate from the Bureau of Employment Programs/Workforce WV is available.
3. Certificate of from State Tax Commissioner that Developer is in good standing with the State Tax Division.
4. Paid tax receipts from the Sheriff of Jefferson County showing that the Developer is not delinquent on payment of any real or personal property taxes in Jefferson County.

Attachment 15: Analysis showing the fiscal impact on each local levying body. The analysis will consider the costs incurred by the local levying bodies and how those costs will be offset or funded. Possible costs include the effect on schools, public services, utilities, etc.

Preliminary Cost/Benefit Analysis

The property tax increment generated from current levies of the State, the County Commission, the Town and the Jefferson County Board of Education (the “Board of Education”) will be deposited in the TIF Fund. The benefits and costs on levying bodies as a result of current and planned development within the TIF District are highlighted in the table below.

Benefits and Costs	Town	County	Board of Education
Benefits:			
Excess Levy	No	No	Yes
B/O taxes	Yes	No	No
Jobs / Economic Development	Yes	Yes	Yes
Infrastructure Enhancements	Yes	No	No
Excess Funds (1)	Yes	Yes	Yes
Costs :			
Public Utilities (2)	No	No	No
Roads (2)	No	No	No
Fire / Police	Yes	Yes	No
Solid Waste Disposal	No	No	No
Emergency Response	Yes	Yes	No

- (1) There will be a benefit to the levying bodies to the extent Excess Funds are available in the TIF Fund and if such funds are paid to the appropriate levying body. Remaining surplus tax increment will also be distributed to the levying bodies upon the termination of the TIF District. Tax increment revenues will be distributed to the applicable levying bodies upon termination of the TIF District.
- (2) To the extent that public utility improvements or road construction is necessitated as a result of development in the TIF District which occurs from completing Project Plan No. 1 it is anticipated that such costs would be paid or reimbursed from either the tax increment revenues generated in the TIF District or the TIF Obligations.

School Aid Formula

The Board of Education current levy is set, statewide, by the Legislature and for Tax Year 2022 is: Class II: 38.80 cents/\$100; and Class III & IV: 77.60 cents/\$100. Public schools also are funded by the school aid formula that allows a certain dollar amount per pupil. For purposes of the local share calculation in the school aid formula, the aggregate incremental assessed value is not included. As the school boards are not charged for the tax increment, the state aid to schools formula makes up the difference. Therefore, the proposed TIF District and Project Plan No. 1 do not have a negative effect on funding that is made available to the Board of Education.

Estimated Increase in Tax Collections from Current Levy Rates after Expiration of the TIF District

Much of the development in the TIF District is expected to have a life of over 30 years. In addition, to the extent excess funds are used to redeem outstanding bonds, the TIF Obligations are projected to be paid off on June 1, 2053. Consequently, the four regular property tax levies (Current School, County, City and State) will

revert back to these levying bodies upon the termination of the TIF District. Tax collections for Tax Year 2054, when compared to taxes estimated to be collected for Tax Year 2023, represent an estimated increase of \$ [redacted] in taxes paid to the County, \$ [redacted] to the Board of Education, \$ [redacted] to the City and \$ [redacted] to the State.

Estimated Increase in Tax Collections from Excess Levy Rates

The Board of Education has an excess levy and a school bond levy as follows (cents per \$100 valuation, Fiscal Year ending June 30, 2023):

Tax Year 2023	Class II	Class III/IV
School Excess Levy Rates	45.90	91.80
School Bond Levy Rates	6.24	12.48

The estimated increase in excess levies paid to the Board of Education based on the estimated taxable incremental property value in the TIF District as provided in Section II.B(1) is as follows:

Estimated Increase in Excess Levy Tax Collections*

Tax Year	Tax Due Date	Estimated Collections (\$) County Excess Levy	Estimated Collections (\$) School Excess Levy
2023	2024		
2024	2025		
2025	2026		
2026	2027		
2027	2028		
2028	2029		
2029	2030		
2030	2031		
2031	2032		
2032	2033		
2033	2034		
2034	2035		
2035	2036		
2036	2037		
2037	2038		
2038	2039		
2039	2040		
2040	2041		
2041	2042		
2042	2043		
2043	2044		
2044	2045		
2045	2046		
2046	2047		
2047	2048		
2048	2049		
2049	2050		
2050	2051		
2051	2052		
2052	2053		

*Based on projected assessed values in the TIF District as provided in Section II.B1.

Attachment 16:

A letter from a bond counsel and/or financial underwriter stating that the proposed project could support tax increment financing bonds, or other obligations, and the terms and conditions of such offering.

The following information is provided in this attachment:

- A letter prepared by B.C. Ziegler and Company, Underwriter to the County Commission

JEFFERSON COUNTY COMMISSION AGENDA REQUEST FORM

Name: Jennifer Myers

Department or Organization: Jefferson County Parks & Recreation

Commission Meeting Date: July 6, 2023

Special Meeting Date (if necessary):

Subject (wording to be placed on agenda):

Presentation from Jefferson County Parks & Recreation Commission on receiving the 2023 Red Wagon Award from West Virginia's Promise-The Alliance for Youth.

Please provide a description of your request or presentation, including any background information:

The Jefferson County Parks & Recreation Commission received the Red Wagon Award at the annual Governor's Award Banquet on June 15, 2023 to recognize the collective work of Jefferson County Parks and Recreation Commission, Lets Play Mobile Recreation program in fulfilling the Five Promises to children and youth that form the conditions they need to achieve adult success.

Type of Request: (Funding/Hiring): N/A

Funding/Salary/Hourly Amount: N/A

Name of Hire (if Applicable): N/A

Grade/Step/Hours (PT/FT): N/A

Start Date (beginning of pay period): N/A

Post Probationary Increase (If applicable): N/A

Any Additional Conditions of Employment or Funding Comments:

N/A

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

N/A

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

If not attached, explain:

Is equipment needed? Projector Internet/Wi Fi: Conference/Video No

Contact Information: Jennifer Myers

Phone Number:

Email Address: jmyers@jcprc.org

**JEFFERSON COUNTY COMMISSION
AGENDA REQUEST FORM**

Additional Comments Page:

JCPRC will have a short video and presentation.

**JEFFERSON COUNTY COMMISSION
AGENDA REQUEST FORM**

Name: Luke Seigfried, County Planner

Department or Organization: Engineering, Planning, and Zoning

Commission Meeting Date: July 6, 2023

Special Meeting Date (if necessary):

Subject (wording to be placed on agenda):

Goals and Objectives Public Survey Announcement

Please provide a description of your request or presentation, including any background information:

During the June 13th, 2023 Comprehensive Plan Work Session the Planning Commission agreed to release the Goals and Objectives Public Survey on June 21st. The survey is open for anyone who lives, works, or plays in Jefferson County and will close on July 21st. The survey can be accessed on the County website, the Jefferson County Commission Facebook page, or by following the QR code on the flyer. Print copies are available at Jefferson County libraries. Staff would ask the County Commission to announce the survey and encourage everyone to participate.

Type of Request: (Funding/Hiring): N/A

Funding/Salary/Hourly Amount:

Name of Hire (if Applicable):

Grade/Step/Hours (PT/FT):

Start Date (beginning of pay period):

Post Probationary Increase (If applicable):

Any Additional Conditions of Employment or Funding Comments:

Recommended Motion (type out wording of the motion 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 Internet/Wi Fi: Conference/Video No

Contact Information: Luke Seigfried, County Planner

Phone Number: 304-728-3228

Email Address:

complan2045@jeffersoncountywv.org

**JEFFERSON COUNTY COMMISSION
AGENDA REQUEST FORM**

Additional Comments Page:

Tell us where you want to see Jefferson County in 2045 by filling out the Goals and Objectives Survey. The survey only takes seven to ten minutes to complete and is open from June 21st to July 21st. If you would like a paper copy, visit your local Jefferson County Library or Jefferson County's Office of Planning and Zoning. Help get the word out and let your friends and neighbors know they can participate today!

The 2045 Comprehensive Plan is a community vision for Jefferson County over the next twenty years to guide future land use and development decisions. This survey is part of the public outreach for the comprehensive plan and includes questions about employment, housing, parks, transportation, and anything else that makes Jefferson County a unique place to live, work, and play. Additional public input opportunities will be available including a Future Land Use Public Survey this October that will be posted on the county website. There will also be a second Public Input Meeting on September 18th to finalize the Goals and Objectives component of the Comprehensive Plan.

JEFFERSON COUNTY'S 2045 COMPREHENSIVE PLAN GOALS AND OBJECTIVES PUBLIC SURVEY

Have your voice heard and fill out the survey below

The 2045 Comprehensive Plan is a community vision for Jefferson County over the next twenty years to guide future land use and development decisions.

Survey closes
July 21st



<https://arcg.is/1fLubK>

Estimated Time:
7-10 Mins

If you would like a paper copy, visit your local Jefferson County Library or Jefferson County's Office of Planning and Zoning.



**JEFFERSON COUNTY COMMISSION
AGENDA REQUEST FORM**

Name: Mike Sine

Department or Organization: Emergency Services Agency

Commission Meeting Date: 7-6-23

Special Meeting Date (if necessary):

Subject (wording to be placed on agenda):

EMS Standbys: Units & Personnel for Jefferson County Fair, JC Schools, Etc - Fees/Reimburesment and Entities

Please provide a description of your request or presentation, including any background information:

- 1) Currently have requests form JC Fair, JC Schools (football), and potentially SU (football)
- 2) What types of events or entities?
- 3) Potential fees for reimbursement of personnel and associated costs

Type of Request: (Funding/Hiring): Other

Funding/Salary/Hourly Amount:

Name of Hire (if Applicable):

Grade/Step/Hours (PT/FT):

Start Date (beginning of pay period):

Post Probationary Increase (If applicable):

Any Additional Conditions of Employment or Funding Comments:

Recommended Motion (Type out wording of the motion 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 Internet/Wi Fi: Conference/Video No

Contact Information: Mike Sine, JCESA Director

Phone Number: 304-728-3287

Email Address:

msine@jces2.org

**JEFFERSON COUNTY COMMISSION
AGENDA REQUEST FORM**

Name: Mike Sine

Department or Organization: Emergency Services Agency

Commission Meeting Date: 7-6-23

Special Meeting Date (if necessary):

Subject (wording to be placed on agenda):

Promotion: Technician to Technician ALS

Please provide a description of your request or presentation, including any background information:

The employee has attained certification to become an Advanced EMT and promote from Technician to Technician-ALS. This advanced certification will transfer the employee from current full-time EMT position to currently vacant Paramedic position.

Type of Request: (Funding/Hiring): Hiring

Funding/Salary/Hourly Amount: \$31.51/hr

Name of Hire (if Applicable): Donald Dunn Jr.

Grade/Step/Hours (PT/FT): Technician-ALS - FT

Start Date (beginning of pay period): 6/11/2023

Post Probationary Increase (If applicable):

Any Additional Conditions of Employment or Funding Comments:

Budget Neutral

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

Move that Donald Dunn Jr be promoted from Technician to Technician-ALS this position will transfer him from a current full-time Firefighter/EMT position to a vacant full-time Firefighter/Paramedic position. This will be retroactively effective on 6/11/2023 at a rate of \$30.01/hr, This rate does not include the FY24 5% increase effective on 7/01/2023 which will increase his new pay rate to \$31.51/hr.

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

If not attached, explain:

Is equipment needed? Projector Internet/Wi Fi: Conference/Video No

Contact Information: Mike Sine, JCESA Director

Phone Number: 304-728-3287

Email Address:

msine@jcesa.org

**JEFFERSON COUNTY COMMISSION
AGENDA REQUEST FORM**

Name: Mike Sine

Department or Organization: Emergency Services Agency

Commission Meeting Date: 7-6-23

Special Meeting Date (if necessary):

Subject (wording to be placed on agenda):

Promotion: Technician to Technician ALS

Please provide a description of your request or presentation, including any background information:

The employee has attained certification to become an Advanced EMT and promote from Technician to Technician-ALS. This advanced certification will transfer the employee from current full-time EMT position to currently vacant Paramedic position.

Type of Request: (Funding/Hiring): Hiring

Funding/Salary/Hourly Amount: \$24.24/hr

Name of Hire (if Applicable): Matthew Minnick

Grade/Step/Hours (PT/FT): Technician-ALS - FT

Start Date (beginning of pay period): 6/11/2023

Post Probationary Increase (If applicable):

Any Additional Conditions of Employment or Funding Comments:

Budget Neutral

Recommended Motion (Type out wording of the motion you would like the Commission to approve):

Move that Matthew Minnick be promoted from Technician to Technician-ALS. This position will transfer him from a current full-time EMT position to a vacant full-time Paramedic position. This will be retroactively effective on 6/11/2023 at a rate of \$23.09/hr, This rate does not include the FY24 5% increase effective on 7/01/2023 which will increase his new pay rate to \$24.24/hr. +

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

If not attached, explain:

Is equipment needed? Projector Internet/Wi Fi: Conference/Video No

Contact Information: Mike Sine, JCESA Director

Phone Number: 304-728-3287

Email Address: msine@jcesa.org

**JEFFERSON COUNTY COMMISSION
AGENDA REQUEST FORM**

Name: Mike Sine

Department or Organization: Emergency Services Agency

Commission Meeting Date: 7-6-23

Special Meeting Date (if necessary):

Subject (wording to be placed on agenda):

Promotion: Technician to Technician ALS

Please provide a description of your request or presentation, including any background information:

The employee has attained certification to become an Advanced EMT and promote from Technician to Technician-ALS. This advanced certification will transfer the employee from current full-time EMT position to currently vacant Paramedic position.

Type of Request: (Funding/Hiring): Hiring

Funding/Salary/Hourly Amount: \$23.35/hr

Name of Hire (if Applicable): Brice Billings

Grade/Step/Hours (PT/FT): Technician-ALS - FT

Start Date (beginning of pay period): 6/11/2023

Post Probationary Increase (If applicable):

Any Additional Conditions of Employment or Funding Comments:

Budget Neutral

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

Move that Brice Billings be promoted from Technician to Technician- ALS. This position will transfer him from a current full-time EMT position to a vacant full-time Paramedic position. This will be retroactively effective on 6/11/2023 at a rate of \$22.24/hr, This rate does not include the FY24 5% increase effective on 7/01/2023 which will increase his new pay rate to \$23.35/hr.

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

If not attached, explain:

Is equipment needed? Projector Internet/Wi Fi: Conference/Video No

Contact Information: Mike Sine, JCESA Director

Phone Number: 304-728-3287

Email Address: msine@jcesa.org

**JEFFERSON COUNTY COMMISSION
AGENDA REQUEST FORM**

Name: Mike Sine

Department or Organization: Emergency Services Agency

Commission Meeting Date: 7-6-23

Special Meeting Date (if necessary):

Subject (wording to be placed on agenda):

Promotion: Technician to Technician ALS

Please provide a description of your request or presentation, including any background information:

The employee has attained certification to become an Advanced EMT and promote from Technician to Technician-ALS. This advanced certification will transfer the employee from current full-time EMT position to currently vacant Paramedic position.

Type of Request: (Funding/Hiring): Hiring

Funding/Salary/Hourly Amount: \$23.79/hr

Name of Hire (if Applicable): Heath Fleming

Grade/Step/Hours (PT/FT): Technician-ALS - FT

Start Date (beginning of pay period): 6/25/2023

Post Probationary Increase (If applicable):

Any Additional Conditions of Employment or Funding Comments:

Budget Neutral

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

Move that Heath Fleming be promoted from Technician to Technician-ALS. This position will transfer him from a current full-time EMT position to a vacant full-time Paramedic position. This will be retroactively effective on 6/25/2023 at a rate of \$22.66/hr, This rate does not include the FY24 5% increase effective on 7/01/2023 which will increase his new pay rate to \$23.79/hr.

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

If not attached, explain:

Is equipment needed? Projector Internet/Wi Fi: Conference/Video No

Contact Information: Mike Sine, JCESA Director

Phone Number: 304-728-3287

Email Address: msine@jcesa.org

**JEFFERSON COUNTY COMMISSION
AGENDA REQUEST FORM**

Name: Mike Sine

Department or Organization: Emergency Services Agency

Commission Meeting Date: 7-6-23

Special Meeting Date (if necessary):

Subject (wording to be placed on agenda):

Promotion: Firefighter/EMT I to Firefighter/AEMT I

Please provide a description of your request or presentation, including any background information:

The employee has attained certification to become an Advanced EMT and promote from Firefighter/EMT I to Firefighter/AEMT I. This advanced certification will transfer the employee from current full-time EMT position to currently vacant Paramedic position.

Type of Request: (Funding/Hiring): Hiring

Funding/Salary/Hourly Amount: \$21.28/hr

Name of Hire (if Applicable): Matt Locke

Grade/Step/Hours (PT/FT): FF/AEMT I - FT

Start Date (beginning of pay period): 6/25/2023

Post Probationary Increase (If applicable):

Any Additional Conditions of Employment or Funding Comments:

Budget Neutral

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

Move that Matt Locke be promoted from Firefighter/EMT I to Firefighter/AEMT I. Being an advanced certification this will transfer him from a current full-time EMT position to a vacant full-time Paramedic position. This will be retroactively effective on 6/25/2023 at a rate of \$20.27/hr. This rate does not include the FY24 5% increase effective on 7/01/2023 which will increase his new pay rate to \$21.28/hr. +

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

If not attached, explain:

Is equipment needed? Projector Internet/Wi Fi: Conference/Video No

Contact Information: Mike Sine, JCESA Director

Phone Number: 304-728-3287

Email Address:

msine@jcesa.org

**JEFFERSON COUNTY COMMISSION
AGENDA REQUEST FORM**

Name: Mike Sine

Department or Organization: Emergency Services Agency

Commission Meeting Date: 7-6-23

Special Meeting Date (if necessary):

Subject (wording to be placed on agenda):

Promotion and Hiring: Promotion to Firefighter/EMT III and Transfer Part-time Employee to Full-time Status.

Please provide a description of your request or presentation, including any background information:

- 1) Employee has attained certification and experience to promote to Firefighter/EMT III
- 2) Transfer current part-time EMT position to a currently vacant full-time EMT position

Type of Request: (Funding/Hiring): Hiring

Funding/Salary/Hourly Amount: \$20.67

Name of Hire (if Applicable): Todd Turner

Grade/Step/Hours (PT/FT): Firefighter/EMT III - FT

Start Date (beginning of pay period): 7/23/2023

Post Probationary Increase (If applicable):

Any Additional Conditions of Employment or Funding Comments:

Budget Neutral

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

Move that Todd Turner be promoted from a part-time Firefighter/EMT II to a part-time Firefighter/EMT III position at the initial rate of \$19.68 per hour retroactively effective 6/11/2023 and also be transferred from part-time Firefighter/EMT III to Full-time Firefighter/EMT III at a FY24 adjusted rate of \$20.67 per hour effective 7/23/2023.

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

If not attached, explain:

Is equipment needed? Projector Internet/Wi Fi: Conference/Video No

Contact Information: Mike Sine, JCESA Director

Phone Number: 304-728-3287

Email Address: msine@jcesa.org

**JEFFERSON COUNTY COMMISSION
AGENDA REQUEST FORM**

Name: Mike Sine

Department or Organization: Emergency Services Agency

Commission Meeting Date: 7-6-23

Special Meeting Date (if necessary):

Subject (wording to be placed on agenda):

Promotion and Hiring: Promotion to Firefighter/EMT II and Transfer Part-time Employee to Full-time Status.

Please provide a description of your request or presentation, including any background information:

- 1) Employee has attained certification and experience to promote to Firefighter/EMT II
- 2) Transfer current part-time FF/EMT to a currently vacant full-time position

Type of Request: (Funding/Hiring): Hiring

Funding/Salary/Hourly Amount: \$20.16/hr

Name of Hire (if Applicable): Melissa Goodwin

Grade/Step/Hours (PT/FT): Firefighter/EMT II - FT

Start Date (beginning of pay period): 6/25/2023

Post Probationary Increase (If applicable):

Any Additional Conditions of Employment or Funding Comments:

Budget Neutral

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

Move that Melissa Goodwin be promoted from a part-time Firefighter/EMT I to a part-time Firefighter/EMT II position at the initial rate of \$19.20 per hour retroactively effective 5/25/2023 and also be transferred from part-time Firefighter/EMT II to Full-time Firefighter/EMT II at a rate to include the FY24 5% increase at \$20.16 per hour retroactively effective 7/01/2023. +

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

If not attached, explain:

Is equipment needed? Projector Internet/Wi Fi Conference/Video No

Contact Information: Mike Sine, JCESA Director

Phone Number: 304-728-3287

Email Address: msine@jcesa.org



Name: **Nathan Cochran**

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

Estimation of amount of time needed for appointment:

Date Requested – 1st Choice: **July 6, 2023**

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

Date Requested – 2nd Choice: **July 20, 2023**

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

- a. 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, MDL 17-md-02804-DAP In Re: National Prescription Opiate Litigation; State of West Virginia ex rel. Patrick Morrissey, Attorney General v. Walgreens Boots Alliance, Inc., et al., Civil Action No. 20-C-82 PNM (W. Va. Cir.Ct. Putnam County) (the "West Virginia AG Action"), pending within In re: Opioid Litigation, Civil Action No. 21-C-9000 (W. Va. Cir. Ct. Kanawha County) and related matters.
- b. Discussion of legal issues and potential action regarding proposed Solar Text Amendment to the Jefferson County Zoning and Land Development Ordinance, File #ZTA22-01. 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, WV Supreme Court No.'s 21-0727, 21-0728, and 21-0731 and WV Intermediation Court of Appeals No. *to be assigned* (appeal of Jefferson County Circuit Court Civil Action No. 2022-C-141).
- c. Discussion of Jefferson County Circuit Court cases Wines v. JCC, No: CC-19-2023-C-105 and Elliot v. JCC, No: CC-19-2023-C-101.
- d. Consider matters involving or affecting the construction planning, or purchase, sale or lease of property.
- e. Discussion of wage issue regarding Deputy Sheriffs.

Is this a funding request? **No**

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

Provide exact financial impact/request:

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

If not attached, explain:

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

Contact information:

Email address:

Phone Number:

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/RECOMMENDATION

not applicable

JEFFERSON COUNTY COMMISSION AGENDA REQUEST FORM

Name: ~~Region 9 Board~~ Director

Department or Organization: Jefferson County Development Auth

Commission Meeting Date: July 6, 2023

Special Meeting Date (if necessary):

Subject (wording to be placed on agenda):

Discussion of Region 9 Board Vacancy

Please provide a description of your request or presentation, including any background information:

Former JCDA Director, Dennis Jarvis, previously served as the Jefferson County representative for the Region 9 Board. Rachel Snavely, Executive Director of Region 9, requests the Commission vote to formally remove Mr. Jarvis from the board and appoint another representative to finish the term expiring June 30, 2024. The Commission may appoint Ms. Beuites to serve the remainder of the term (as the Commission has historically appointed the acting JCDA director) or elect to advertise the vacancy. Region 9 Bylaws attached.

Type of Request: (Funding/Hiring):

Funding/Salary/Hourly Amount:

Name of Hire (if Applicable):

Grade/Step/Hours (PT/FT):

Start Date (beginning of pay period):

Post Probationary Increase (If applicable):

Any Additional Conditions of Employment or Funding Comments:

Recommended Motion (type out wording of the motion 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 Internet/Wi Fi: Conference/Video No

Contact Information:

Phone Number:

Email Address:

**JEFFERSON COUNTY COMMISSION
AGENDA REQUEST FORM**

Additional Comments Page:

**BY-LAWS OF THE EASTERN PANHANDLE REGIONAL
PLANNING AND DEVELOPMENT
COUNCIL - REGION 9**

ARTICLE I: GENERAL

I:01 Name

This organization shall be known as the Eastern Panhandle Regional Planning and Development Council - Region 9 (hereinafter referred to as the Council), duly established under Chapter 8, Article 25, of the Code of West Virginia.

I:02 Geographic Location

- A. The Region for which this Council shall be created and maintained is Berkeley, Jefferson and Morgan Counties in the state of West Virginia
- B. The offices of the Council shall be located at a place as determined from time to time by the Council

I:03 Purpose of the Council

The purpose of the Council shall be to plan comprehensively and perform development in the aforesated region, and to promote and protect, through joint participation of citizens and elected officials, the social, economic, educational, environmental and general welfare of the citizens of the Region and to fullfill the responsibilities of the Council as set forth in Chapter 8, Article 25, of the Code of West Virginia.

I:04 Responsibility of the Council

The general responsibilities of the Council shall include, but not be limited to:

- A. The establishment and maintenance of a viable, active organization for examining the region's potential;
- B. The provision for the efficient management of limited public revenues for the purpose of promoting the orderly development of the region;
- C. The development of the region's governmental, social, economic, environmental, and physical services and facilities in order to promote the general health, safety and welfare of all its citizens;

- D. Cooperation with any entity, private or public, whose interests are consistent with the purpose of the Council;
- E. The development of such plans as may be necessary to effectuate these responsibilities which are set forth in Chapter 8, Article 25 of the Code of West Virginia

I.05 Council Employees

- A. The Council shall establish personnel rules and shall appoint a director whom shall be qualified by reason of training and experience. The director shall be empowered to appoint and remove other employees in accordance with the Council's personnel rules.
- B. The Council shall pay its employees compensation commensurate with their services, and shall reimburse them for reasonable expenses incurred in the performance of their duties. The amount of compensation for Council employees shall be determined by the Executive Director provided the compensation falls within the approved annual budget. The compensation for the Executive Director shall be determined by the Full Council. The Chair or Full Council may, at its discretion, appoint a Personnel Committee to handle this responsibility and report a recommendation to the Full Council for approval.

ARTICLE II: MEMBERSHIP OF THE COUNCIL

II:01 Council Membership

- A. All municipalities and all counties which are within the region shall be represented on the Council.
 - (1) The county representative shall be the president, or member designated by him or her, of the County Commission or Council.
 - (2) The municipal representative shall be the mayor or a member of the governing body designated by him or her
 - (3) The number serving by virtue of this subsection shall comprise not less than fifty-one percent of the total number of members.
- B. Principal community and regional interests shall be further represented by the appointment of additional members to the Council.

- (1) Elected Regional Council members serving at the time of the annual meeting shall elect additional members to serve on the Council to represent principal community or regional interests, including, but not limited to: commerce, banking, industry, labor, agriculture, education, health and any such interest as may be required by federal law or regulations. The selection of such members shall also provide for reasonable representation of geographic, economic and ethnic groups without exclusion of minority groups.
- (2) The number serving by virtue of this subsection shall not exceed forty-nine percent of the total number of members of the Council.
- (3) The term of office of the members of the Council who serve by virtue of this subsection shall be two years or until a successor is elected, whichever is longer.
- (4) Members elected pursuant to this subsection and the entity that they represent shall be notified after the second consecutive Council meeting which they miss that if they fail to attend the next Council meeting the Council may declare them inactive or remove them from membership on the Council. The Council may excuse such members from attendance if the member notifies the Council of his or her reason (s) for non attendanc prior to the meeting being missed.
- (5) Any term of a person elected for the remainder of any unexpired term shall expire at the end of that term.

II:02 Membership Allocation

A. The distribution of the membership of the Council shall be as follows:

	(II:01A)	(II:01B)	Total
Berkeley County	3	8	11
Jefferson County	6	1	7
Morgan County	3	2	5
Total	12	11	23

B. The non-elected members from each county will be chosen by the elected Council members serving at the time of the annual meeting, as follows:

Berkeley County Council	-	6
City of Martinsburg	-	2
Jefferson County Commission	-	1

Morgan County Commission	-	2
Total	-	11

II:03 Removal of Non-Elected Members

Any non-elected member who is absent without valid reason for more than 50% of the meetings scheduled in any one fiscal year will be, at the discretion of the 51% elected members, subject to a request for replacement to the appropriate local government cited in Article II:02B above.

II:04 Resignation of Non-Elected Members

Any non-elected member may resign his or her membership at any time by giving written notice to the chair or secretary. However, such resignation shall not be effective until the next regular or special meeting of the Council.

II:05 Voting Members

Each person who meets the qualifications of a member as set forth in Article II:01, shall be entitled to one vote on all matters brought before the Council. In order to vote, the member must be present in person, or by means of a telephone or video conference or equipment of similar communication by means of which all members participating can hear each other, at the meeting where the vote is taken.

ARTICLE III: MEETINGS OF THE MEMBERSHIP

III:01 Annual Meeting

The Annual Meeting of the Council shall be held in Martinsburg, Berkeley County, West Virginia, or at such other place as may be determined by the Council. The Annual Meeting shall coincide with the last general membership meeting of the fiscal year but no later than June 30. The purpose of the Annual Meeting shall be the election of officers, the arranging of other organizational and administrative affairs, and any other lawful business that may come before it.

III:02 Regular Meetings

Regular meetings of the Council or the Executive Committee shall be held at least four times per year and at such times and places as the Chair or the Council may from time to time determine.

III:03 Quorum

Unless otherwise provided by law or these By-laws, the presence of a majority of the Council members shall constitute a quorum for the transaction of business at any meeting of the Council. The presence of a majority of the members of any committee of the Council shall constitute a quorum for the transaction of business at any meeting of a committee of the Council.

Participation by one or more of the members by means of a telephone or video conference or equipment of similar communication by means of which all members participating in any meeting of the Council, or any committee thereof, can hear each other, shall constitute presence at such meeting.

III:04 Adjourned Meetings

A majority of the members present at a meeting, whether or not a quorum is present, may adjourn such meeting to another time and place. Notice of the time and place of such adjourned meeting shall be given to all members and posted and published as required by the Code of the State of West Virginia , as provided herein.

III:05 Action of the Council

Except as otherwise provided by law or by these By-Laws, the vote of a majority of the members present at the time of a vote shall be the act of the Council, provided that a quorum is present at such time. Each member shall have one vote.

III:06 Notice

Notice of the time, place and purpose of every regular or special meeting of the Council, and any committee thereof, shall be given to each member by the Secretary or the staff of the Council by mail, email, fax or telephone at least three (3) days before such meeting. Notice of any meeting may be waived by a member and the presence of a member in person or by other approved means, at any Council or committee meeting shall be considered proof that such notice was given and received by that member. Notice of all meetings must be posted and published as required by the Code of the State of West Virginia.

III:07 Meetings of the Council

Meetings of the Council, or any committee thereof, whether regular or special, may be held by means of telephone or video conference or equipment of similar communication by means of which all persons, including Council members and members of the public participating in the meeting can hear each other. Any vote of the members in connection with any official action of the Council may be taken orally during any such meeting. The result of any vote thus taken shall have like effect and validity as if reached by the voting members at a meeting at which the members were present in person.

III:08 Agendas

It shall be the responsibility of each Council member to notify the Chair, or such person as may be designated, of any matter which such member wishes included on a meeting agenda at least three (3) calendar days prior to said meeting. Any matter not disposed of at a meeting shall be included on the agenda of the next regular meeting. Items not on the posted agenda are presented and placed on a subsequent agenda for action.

III:09 Special Meetings

- A. Special meetings of the Council or the Executive Committee may be held at the call of the Chair or Executive Committee or upon the written request of not less than one-third of the entire Council. These meetings may be held at any time and place which is designated in the call.
- B. The notice of any special meeting shall state briefly the purposes of such meeting and the nature of the business to be transacted thereat, and no business other than that stated in the notice or incidental thereto shall be transacted at any such special meeting.

III:10 Executive Session

Executive Session may be called upon a majority vote of the members for purposes of discussing such matters as are authorized to be discussed in Executive Session by public agencies pursuant to West Virginia Code § 6-9A-4. No member of the Council shall disclose any information discussed in Executive Session to any individual, organization or corporation not present in the Executive Session. Anything discussed in open session is subject to discussion and reporting. All matters before the Council may be discussed by member of the Council pursuant to the West Virginia Freedom of Information Act. (WVC29B) No minutes or recordation of the Executive Session shall be taken or made.

ARTICLE IV: OFFICERS

IV:01 Officers

The officers of the Council shall include a Chair, and may include one or more Vice Chairs, a Secretary, a Treasurer and such other officers as the Council may determine from time to time.

IV:02 Election and Terms of Office

Officers shall be elected at the annual meeting for a term of two years, and shall continue in office until his or her successor, if any, shall be elected and qualified, or until his or her earlier death, resignation or removal. Vacancies occurring in any office, for any reason, may be filled by the Council until the next annual meeting.

IV:03 Powers and Duties

The officers of the Council shall have such powers and perform such duties in the management of the property and activities of the Council subject to the control of the Council, as approved in these By-Laws and as generally pertain to their respective offices, as well as such other powers and duties as may be authorized from time to time by the Council and the Code of the State of West Virginia.

IV:04 Chair

The Chair shall be the principal executive officer of the Council. Subject to the control of the Council, the Chair shall preside over the Council meetings, appoint such committees, as needed from time to time shall be deemed necessary and perform such other duties as prescribed by the Council. The Chair shall serve subject to the supervision and control of the Council, in accordance with such terms and conditions as it may determine. In case the Chair is unable to act for any reason, another officer shall perform the duties of the Chair.

IV:05 Vice Chair

If elected, in the absence or disability of the Chair, whether temporary or otherwise, the Vice Chair may perform the duties of the Chair. The Vice Chair shall also perform such other duties as may be assigned by the Council.

IV:06 Secretary

If elected, the Secretary may supervise the sending of notices of meetings, keeping of minutes of all meetings of the Council and notifying officers and members of their election.

The Secretary may also, when necessary, certify the records, proceedings, documents and resolutions of the Council and perform such other duties as the Council may assign.

IV:07 Treasurer

If elected, the Treasurer shall supervise the handling of the Council's financial matters, shall report to the Full Council at their request, and may present the annual report of income and expenditures at every annual meeting of the Council.

IV:08 Removal

Any officer of the Council may be removed at any time, for cause, by the Council. If an officer ceases to be a member of the Council, he or she shall also automatically be removed as an officer and replaced as provided in these By-Laws.

IV:09 Resignation

Any officer may resign his or her office at any time by giving written notice to the Chair or secretary. However, such resignation shall not be effective until the next regular or special meeting of the Council.

ARTICE V: COMMITTEES

V:01 Executive Committee

The Executive Committee shall consist of one representative from each county commission within the Region and one representative from the largest municipality within each county in the Region and such others as the members shall select. Such other members shall not consist of more than forty-nine percent of the total membership of the Executive Committee. The Executive Committee shall (1) perform the review of applications for loans or grants, and (2) perform such administrative duties on an as-needed basis as prescribed by the Full Council. However, the Executive Committee shall have no authority to (1) fill vacancies on the Council or any committee, or (2) amend or repeal the Bylaws or adopt new Bylaws.

V:02 Appointment of the Advisory Committee

The Chair or Full Council may appoint advisory committees, on an as-needed basis, of interested and affected citizens to assist in the review of plans, programs, and other purposes referred for review by the Council. Whenever a special advisory committee is required by any Federal or State law or regulation, the Chair, with approval of the executive committee, shall appoint such committees as advisory groups to the Council. Where applicable or necessary, the appointees may come from localities outside the regional boundaries of the Council.

V:03 Other Committees

The Chair or the Council may, from time to time, create such other committees as the activities of the Council may require, and delegate such authority to such committees as the Council may deem appropriate, provided that, any committee which is authorized by the Council shall consist of at least three members and the only voting members of any such committee shall be members of the Council. Committees shall report back to the Full Council with recommendations.

V:04 Procedure of Committees

Except as otherwise provided by these By-Laws or the Council, each committee shall determine its own rules of procedure and may elect its own chair. Each committee shall keep records of its proceedings and report the same to the Council at its next meeting following a committee meeting. Copies of such records shall be kept in the office of the Council.

ARTICLE VI: ANNUAL REPORT

VI:01 Annual Report

At the first Full Council meeting following the close of the prior fiscal year, the Chair and Treasurer may present an annual report to the Council in such a format as is compliant with West Virginia State Code §8-25-13. Such annual report will also be distributed by the Executive Director to the Governor of the State of West Virginia as per State Code.

ARTICLE VII: AMENDMENTS

VII:01 Amendments

These By-Laws may be amended, added to or repealed by the vote of a majority of the Council at any regular or special meeting of the Council.

VII:02 Proposed Amendments

Proposed amendments to these By-Laws shall be clearly defined, reduced to writing and mailed, emailed or sent by facsimile to all Council members at least ten (10) days prior to the meeting when the proposed amendment (s) may be considered. This requirement may be waived in accordance with the provisions of these By-Laws.

ARTICLE VIII: MISCELLANEOUS

VIII:01 Fiscal Year

The fiscal year of the council shall begin on the 1st day of July of each year and end at 11:59 p.m. on the 30th day of June of the following year.

VIII:02 Construction and Definition

Unless the context requires otherwise, the general provisions, rules of construction, and definitions contained in the statutory laws and regulations of the State of West Virginia shall govern the construction of these By-Laws.

**JEFFERSON COUNTY COMMISSION
AGENDA REQUEST FORM**

Name: Makayla Zonfrilli

Department or Organization: Commission Office

Commission Meeting Date: 07/06/2023

Special Meeting Date (if necessary):

Subject (wording to be placed on agenda):

Internal Budget Transfers - All are Budget Neutral:

Please provide a description of your request or presentation, including any background information:

Dept 424 (Maintenance) Increase Materials & Supplies by \$14,500 (increased costs for supplies)

Dept 428 (IT) Increase Materials & Supplies by \$760 (Summit)

Dept 403 (Circuit Court) Increase Materials & Supplies by \$4,000 (purchased supplies on Peard)

Type of Request: (Funding/Hiring): Funding - Budge Neutral

Funding/Salary/Hourly Amount:

Name of Hire (if Applicable):

Grade/Step/Hours (PT/FT):

Start Date (beginning of pay period):

Post Probationary Increase (If applicable):

Any Additional Conditions of Employment or Funding Comments:

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

Approve the 3 internal budget transfer for:

Dept 424 (Maintenance) Increase Materials & Supplies by \$14,500 (increased costs for supplies)

Dept 428 (IT) Increase Materials & Supplies by \$760 (Summit)

Dept 403 (Circuit Court) Increase Materials & Supplies by \$4,000 (purchased supplies on Peard)

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

If not attached, explain:

Is equipment needed? Projector Internet/Wi Fi: Conference/Vidco No

Contact Information: Makayla Zonfrilli

Phone Number: ext 1004

Email Address:

mzonfrilli@jeffersoncountywv.org

**JEFFERSON COUNTY COMMISSION
AGENDA REQUEST FORM**

Name: Makayla Zonfrilli

Department or Organization: Jefferson County Commission

Commission Meeting Date: July 6, 2023

Special Meeting Date (if necessary):

Subject (wording to be placed on agenda):

Request to approve printing and preparation of ambulance fee invoices for mailing

Please provide a description of your request or presentation, including any background information:

Request to have Progressive Printing print and prepare ambulance invoices for mailing. Cost for initial printing is \$6516.00. 1st delinquent notice is \$2767 and second delinquent notice is \$2425. The funding for this will come from the revenue stream collected through the ambulance fees.

Type of Request: (Funding/Hiring): Funding

Funding/Salary/Hourly Amount: \$11,708

Name of Hire (if Applicable):

Grade/Step/Hours (PT/FT):

Start Date (beginning of pay period):

Post Probationary Increase (If applicable):

Any Additional Conditions of Employment or Funding Comments:

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

Approve that Progressive Printing print and prepare ambulance fee invoices for mailing

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

If not attached, explain:

Is equipment needed? Projector Internet/Wi Fi: Conference/Video No

Contact Information: Makayla Zonfrilli

Phone Number: 3047283281

Email Address:

mzonfrilli@jeffersoncountywv.org

Jessica Carroll

From: Cindy Rezmer
Sent: Wednesday, June 28, 2023 12:29 PM
To: Jessica James; Makayla Zonfrilli
Subject: FW: Quote for Ambulance Fee

Hi Jess,
Below is the quote to include with Agenda Request...

Thanks,
Cindy

Jefferson County Ambulance Fee Billing and follow up notices
25000 piece mailing
24#WW Window envelopes
60# Accent
Stuff and seal
\$6516.00

10000 piece mailing
24#WW Window envelopes
60# Accent
Stuff and seal
\$2767.00

8000 piece mailing
24#WW Window envelopes
60# Accent
Stuff and seal
\$2425.00

Please feel free to call or email with any questions or concerns.
Thank you for considering Progressive Printing,
Laura

Laura Lowther
Progressive Printing
304 263 9646
526 W. King Street
Martinsburg WV 25401

**JEFFERSON COUNTY COMMISSION
AGENDA REQUEST FORM**

Name: Makayla Zonfrilli

Department or Organization: County Commission

Commission Meeting Date: 07-06-2023

Special Meeting Date (if necessary):

Subject (wording to be placed on agenda):

Lease Agreement Renewal between the County of Jefferson and the Dept. of Administration, Real Estate Division on behalf of the Health and Human Resources Department for the leasing of office space located at the Bardane

Please provide a description of your request or presentation, including any background information:

Department of Administration, Real Estate Division, on behalf of the Department of Health and Human Resources, currently rents approximately 2,878 square feet of office space at the Barbane building located at 1948 Wiltshire Rd., Suite 6, Kearneysville, WV. The price per square foot is \$6.50 for a total of \$18,707 per year. The renewal will be for a 3 year period.

Type of Request: (Funding/Hiring):

Funding/Salary/Hourly Amount:

Name of Hire (if Applicable):

Grade/Step/Hours (PT/FT):

Start Date (beginning of pay period):

Post Probationary Increase (If applicable):

Any Additional Conditions of Employment or Funding Comments:

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

Motion to approve the renewal of the lease agreement between the County of Jefferson and the Dept. of Administration, Real Estate Division, on behalf of the Health and Human Resources Department for a 3-year lease renewal for a total amount of \$18,707 per year for 3 years.

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

If not attached, explain:

Is equipment needed? Projector Internet/Wi Fi: Conference/Video No

Contact Information: Makayla Zonfrilli

Phone Number: 304-268-8963

Email Address: mzonfrilli@jeffersoncountywv.org

**JEFFERSON COUNTY COMMISSION
AGENDA REQUEST FORM**

Additional Comments Page:

ADDENDUM V

THIS ADDENDUM, made **JUNE 1, 2022**, is hereby made an integral part of Contract of Lease No. **HHR-152-823**, which Contract of Lease was made **DECEMBER 7, 2010**, and amended via addenda thereto, by and between the **COUNTY COMMISSION OF JEFFERSON COUNTY**, a **Governmental Entity**, as Lessor, and the **STATE OF WEST VIRGINIA**, by the **DEPARTMENT OF ADMINISTRATION, REAL ESTATE DIVISION**, as Lessee, for and on behalf of the **DEPARTMENT OF HEALTH AND HUMAN RESOURCES**, as Tenant. Each and every term of the Contract of Lease, and any addenda thereto, are incorporated by reference and shall continue throughout the term of this Addendum to the Contract of Lease unless and except as explicitly modified below by the parties.

WHEREAS, the Lessor has leased unto the Lessee, for use by the Tenant, the following described Premises:

Approximately 2,878 square feet of space, in that building known as the Bardane Public Heath Center, at Bardane, Jefferson County, West Virginia, together with adequate parking facilities (hereinafter referred to as the "Premises").

WHEREAS, both parties agree that there has been a change in Lessor name from **COUNTY COMMISSION OF JEFFERSON COUNTY** to **COUNTY OF JEFFERSON**.

WHEREAS, both parties hereto agree to amend the described Premises to correct the location and physical address.

WHEREAS, both parties hereto agree that the above-stated changes shall be effective **IMMEDIATELY**.

NOW, THEREFORE, THIS ADDENDUM WITNESSETH:

It is agreed by and between the parties hereto that certain sections of the subject Contract of Lease are amended as follows:

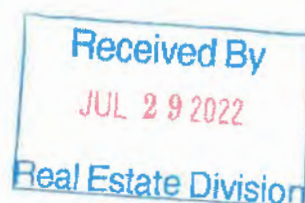
(A) The Lessor under this Contract of Lease shall now be identified as **COUNTY OF JEFFERSON**.

(B) Page 1, sub-paragraph 4, the description of the leased Premises shall be amended to read as follows:

Approximately 2,878 square feet, more or less, in that building commonly known as the Bardane Public Health Center, located at 1948 Wiltshire Road, Suite 6, in the City of Kearneysville, Jefferson County, West Virginia, together with adequate parking facilities (hereinafter referred to as the "Premises").

(C) Page 1, Item 1, entitled "TERM AND NOTICES", second paragraph and notices, shall be amended to read as follows:

Notices may be given by personal service upon the party(s) entitled to such notice, or by certified mail, duly stamped and directed to the last-known address of the party to be notified, and deposited in the post office. The proper mailing of such notice and not the receipt thereof shall constitute the giving of such notice by either party to the other. Notices shall be directed as follows:



To the Lessee

State of West Virginia
Department of Administration
Real Estate Division
601 57th Street, S.E., Suite #3
Charleston, WV 25304

To the Lessor

County of Jefferson
P.O. Box 250
Charles Town, WV 25414

(D) Other Terms and Conditions:

All other terms and conditions shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused their names to be affixed to this contract of lease.

COUNTY OF JEFFERSON, LESSOR

By Caleb Hudson
Caleb Hudson, President

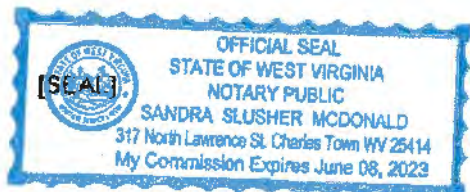
STATE OF West Virginia

COUNTY OF Jefferson, TO-WIT:

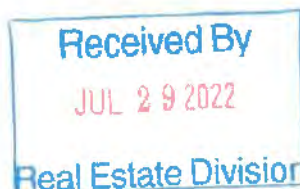
Before me, a notary public in and for the said County and State, personally appeared the above-named, **Caleb Hudson**, who as **President**, for and on behalf of the **COUNTY OF JEFFERSON**, a **Governmental Entity**, and he/she acknowledged the signing of the foregoing lease as a voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand this 14th day of July, 2022.

My commission will expire 06/08/2023.



Sandra Slusher McDonald
NOTARY PUBLIC



STATE OF WEST VIRGINIA, LESSEE

By *Arlie Hubbard III*
Arlie Hubbard III, Deputy Director of the Department
of Administration, Real Estate Division, for and on
behalf of the DEPARTMENT OF HEALTH AND
HUMAN RESOURCES

STATE OF WEST VIRGINIA,

COUNTY OF KANAWHA, TO WIT:

Before me, a notary public in and for said County and State, personally appeared the above-named, **Arlie Hubbard III, Deputy Director, WEST VIRGINIA DEPARTMENT OF ADMINISTRATION, REAL ESTATE DIVISION**, on behalf of the **DEPARTMENT OF HEALTH AND HUMAN RESOURCES**, an agency of the State of West Virginia, and he acknowledged the signing of the foregoing lease as a voluntary act and deed for and as the act and deed of said **DEPARTMENT OF HEALTH AND HUMAN RESOURCES**, for the uses and purposes therein mentioned.

Given under my hand this 25th day of July 2022.

My commission will expire Feb 17, 2026

Gail Elizabeth Delmaar
NOTARY PUBLIC

[SEAL]



ACKNOWLEDGED BY: DEPARTMENT OF HEALTH AND HUMAN RESOURCES, AS TENANT

By [Signature]
George Montgomery, Executive Director of Operations

STATE OF West Virginia

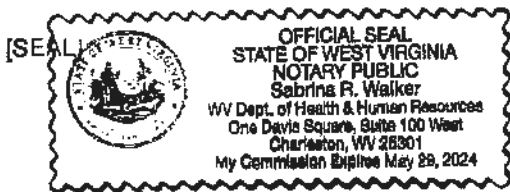
COUNTY OF Kanawha, TO-WIT:

Before me, a notary public in and for the said County and State, personally appeared the above-named, **George Montgomery**, who as **Executive Director of Operations**, for and on behalf of the **DEPARTMENT OF HEALTH AND HUMAN RESOURCES**, and he/she acknowledged the signing of the foregoing lease as a voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand this 6th day of June 2022

My commission will expire May 29 2024

Sabrina R. Walker
NOTARY PUBLIC



Approved as to form this 27th day of July, 2022, Patrick Morrissey, Attorney General

By [Signature] Deputy Attorney General
RED\Administration\LEASE CONTRACTS\ADDENDUMS\HHR-152-823 ADD V ATS

Received By
JUL 29 2022
Real Estate Division

ADDENDUM IV

THIS ADDENDUM, made JULY 28, 2020, is hereby made an integral part of Contract of Lease No. HHR-152-820, which Contract of Lease was made DECEMBER 7, 2010, and amended via addenda thereto, by and between the COUNTY COMMISSION OF JEFFERSON COUNTY, a Governmental Entity, as Lessor, and the STATE OF WEST VIRGINIA, by the DEPARTMENT OF ADMINISTRATION, REAL ESTATE DIVISION, as Lessee, for and on behalf of the DEPARTMENT OF HEALTH AND HUMAN RESOURCES, as Tenant.

WHEREAS, the Lessor has leased unto the Lessee, for use by the Tenant, the following described Premises:

Approximately 2,878 square feet of space, in that building known as the Bardane Public Health Center, at Bardane, Jefferson County, West Virginia, together with adequate parking facilities (hereinafter referred to as the "Premises").

WHEREAS, both parties hereto agree to extend the term of said Contract of Lease for one additional THREE-YEAR period beginning SEPTEMBER 1, 2020, and ending at midnight on AUGUST 31, 2023, at the current annual per square foot rate of \$6.50.

WHEREAS, both parties agree that the Lessee has a new mailing address.

WHEREAS, both parties hereto agree that the above-stated changes shall be effective SEPTEMBER 1, 2020.

NOW, THEREFORE, THIS ADDENDUM WITNESSETH:

It is agreed by and between the parties hereto that certain sections of the subject Contract of Lease are amended as follows:

(A) Page 1, Item 1, entitled "TERM AND NOTICES", shall be amended to read as follows:

The term of this Contract of Lease, subject to the provisions hereof, shall begin on **SEPTEMBER 1, 2020**, and end at midnight on **AUGUST 31, 2023**. The Contract of Lease shall be considered renewed for each ensuing fiscal year during the term of the Contract of Lease unless it is canceled by the Lessee before the end of the then current fiscal year.

Notices may be given by personal service upon the party(s) entitled to such notice, or by certified mail, duly stamped and directed to the last-known address of the party to be notified, and deposited in the post office. The proper mailing of such notice and not the receipt thereof shall constitute the giving of such notice by either party to the other. Notices shall be directed as follows:

To the Lessee

State of West Virginia
Department of Administration
Real Estate Division
601 57th Street, S.E., Suite #3
Charleston, WV 25304

To the Lessor

County Commission of Jefferson County
P.O. Box 250
Charles Town, WV 25414

(B) Other Terms and Conditions:

The subject Contract of Lease shall now be identified as **HHR-152-823** to reflect the new expiration date. All other terms and conditions shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused their names to be affixed to this Addendum.

**COUNTY COMMISSION OF JEFFERSON COUNTY,
LESSOR**

By Jane M. Tabb
Jane M. Tabb, President

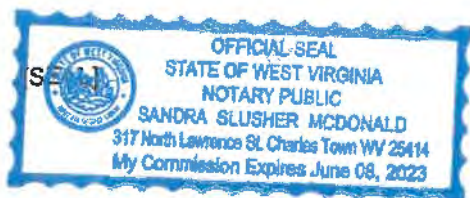
STATE OF West Virginia
COUNTY OF Jefferson, TO-WIT:

Before me, a notary public in and for the said County and State, personally appeared the above-named, **Jane M. Tabb**, who as **President**, for and on behalf of the **COUNTY COMMISSION OF JEFFERSON COUNTY, a Governmental Entity**, and he/she acknowledged the signing of the foregoing lease as a voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand this 6th day of August 2020

My commission will expire 6/8/2023

Sandra Slusher McDonald
NOTARY PUBLIC



STATE OF WEST VIRGINIA, LESSEE

By *John K. McHugh*
John K. McHugh, Executive Director of the
Department of Administration, Real Estate Division,
for and on behalf of the DEPARTMENT OF HEALTH
AND HUMAN RESOURCES

STATE OF WEST VIRGINIA,

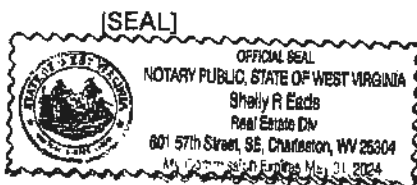
COUNTY OF KANAWHA, TO WIT:

Before me, a notary public in and for said County and State, personally appeared the above-named, **John K. McHugh, Executive Director, WEST VIRGINIA DEPARTMENT OF ADMINISTRATION, REAL ESTATE DIVISION**, on behalf of the **DEPARTMENT OF HEALTH AND HUMAN RESOURCES**, an agency of the State of West Virginia, and he acknowledged the signing of the foregoing lease as a voluntary act and deed for and as the act and deed of said **DEPARTMENT OF HEALTH AND HUMAN RESOURCES**, for the uses and purposes therein mentioned.

Given under my hand this 19TH day of August 2020

My commission will expire May 1, 2024

Shelly R Eads
NOTARY PUBLIC



ACKNOWLEDGED BY: DEPARTMENT OF HEALTH AND HUMAN RESOURCES, AS TENANT

By [Signature]
George Montgomery, Executive Director of Operations

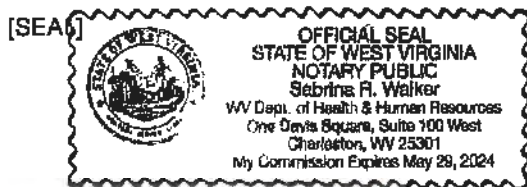
STATE OF West Virginia
COUNTY OF Kanawha, TO-WIT:

Before me, a notary public in and for the said County and State, personally appeared the above-named, **George Montgomery**, who as **Executive Director of Operations**, for and on behalf of the **DEPARTMENT OF HEALTH AND HUMAN RESOURCES**, and he/she acknowledged the signing of the foregoing lease as a voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand this 5th day of August 2020.

My commission will expire May 29, 2024

[Signature]
NOTARY PUBLIC



Approved as to form this 22nd day of August, 2020. Patrick Morrissey, Attorney General

By [Signature] Deputy Attorney General
RE Administration LEASE CONTRACTS ADDENDUMS HHR-152-823 ADD V BC

ADDENDUM III

THIS ADDENDUM, made **May 15, 2017**, is hereby made an integral part of Contract of Lease No. **HHR-152-817**, which Contract of Lease was made **December 7, 2010**, and amended via addenda thereto, by and between **County Commission of Jefferson County**, as Lessor, and the **STATE OF WEST VIRGINIA**, by the Department of Administration, Real Estate Division, as Lessee, for and on behalf of the **Department of Health and Human Resources**, as Tenant.

WHEREAS, the Lessor has leased unto the Lessee, for use by the Tenant, the following described Premises:

Approximately 2,878 square feet of space, in that building known as the Bardane Public Heath Center, at Bardane, Jefferson County, West Virginia, together with adequate parking facilities (hereinafter referred to as the "Premises").

WHEREAS, both parties hereto agree to extend the term of said Contract of Lease for one additional three-year period beginning **September 1, 2017**, and ending at midnight on **August 31, 2020**, at the current annual per square foot rate of **\$6.50**.

WHEREAS, both parties agree that the Lessee has a new mailing address.

WHEREAS, both parties hereto agree that the above-stated changes shall be effective **September 1, 2017**.

NOW, THEREFORE, THIS ADDENDUM WITNESSETH:

It is agreed by and between the parties hereto that certain sections of the subject Contract of Lease are amended as follows:

(A) Page 1, Item 1, entitled "TERM AND NOTICES", shall be amended to read as follows:

The term of this Contract of Lease, subject to the provisions hereof, shall begin on **September 1, 2017**, and end at midnight on **August 31, 2020**. The Contract of Lease shall be considered renewed for each ensuing fiscal year during the term of the Contract of Lease unless it is canceled by the Lessee before the end of the then current fiscal year.

Notices may be given by personal service upon the party(s) entitled to such notice, or by certified mail, duly stamped and directed to the last-known address of the party to be notified, and deposited in the post office. The proper mailing of such notice and not the receipt thereof shall constitute the giving of such notice by either party to the other. Notices shall be directed as follows:

To the Lessee

State of West Virginia
Department of Administration
Real Estate Division
1124 Smith Street, Suite B100
Charleston, WV 25301

To the Lessor

County Commission of Jefferson County
P.O. Box 250
Charles Town, WV 25414


(B) Other Terms and Conditions:

The subject Contract of Lease shall now be identified as **HHR-152-820** to reflect the new expiration date. All other terms and conditions shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused their names to be affixed to this Addendum.

WITNESS:

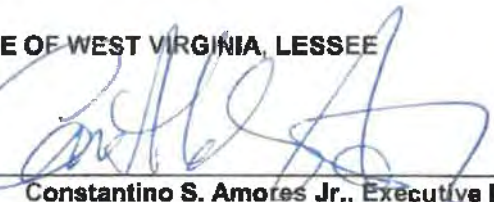
COUNTY COMMISSION OF JEFFERSON COUNTY,
LESSOR

By 

By 
Peter Onoszko, President

STATE OF WEST VIRGINIA, LESSEE

By 

By 
Constantino S. Amores Jr., Executive Director
of the Department of Administration, Real
Estate Division, for and on behalf of the
Department of Health and Human Resources

ACKNOWLEDGED BY TENANT:
DEPARTMENT OF HEALTH AND HUMAN RESOURCES

By 
George Montgomery, Executive Director of
Operations

Approved as to form this 30 day of July, 2017. Patrick Morrissey, Attorney General

By , 
RED\Administration\LeaseContracts\Addendum\HHR-152\ATS

ADDENDUM II

THIS ADDENDUM, made **July 24, 2014** is hereby made an integral part of Contract of Lease No. **HHR-152-814**, which Contract of Lease was made **December 7, 2010**, and amended via addenda thereto, by and between the **COUNTY COMMISSION OF JEFFERSON COUNTY**, as Lessor, and the **STATE OF WEST VIRGINIA**, by the Department of Administration, Real Estate Division, as Lessee, for and on behalf of the **DEPARTMENT OF HEALTH AND HUMAN RESOURCES**, as Tenant.

WHEREAS, the Lessor has leased unto the Lessee, for use by the Tenant, the following described Premises:

Approximately 2,878 square feet of space, in that building known as the Bardane Public Health Center, at Bardane, Jefferson County, West Virginia, together with adequate parking facilities (hereinafter referred to as the "Premises")

WHEREAS, both parties hereto agree to extend the term of said Contract of Lease for one additional **three-year** period beginning **September 1, 2014**, and ending at midnight on **August 31, 2017**, at the current annual per square foot rate of **\$6.50**.

WHEREAS, both parties agree that the Lessee has a new mailing address.

WHEREAS, both parties hereto agree that the above-stated changes shall be effective **September 1, 2014**.

NOW, THEREFORE, THIS ADDENDUM WITNESSETH:

It is agreed by and between the parties hereto that certain sections of the subject Contract of Lease are amended as follows:

(A) Page 1, Item 1, entitled "TERM AND NOTICES", shall be amended to read as follows:

The term of this Contract of Lease, subject to the provisions hereof, shall begin on **September 1, 2014** and end at midnight on **August 31, 2017**. The Contract of Lease shall be considered renewed for each ensuing fiscal year during the term of the Contract of Lease unless it is canceled by the Lessee before the end of the then current fiscal year.

Notices may be given by personal service upon the party(s) entitled to such notice, or by certified mail, duly stamped and directed to the last-known address of the party to be notified, and deposited in the post office. The proper mailing of such notice and not the receipt thereof shall constitute the giving of such notice by either party to the other. Notices shall be directed as follows:

To the Lessee

State of West Virginia
Department of Administration
Real Estate Division
900 Pennsylvania Avenue, Suite 500
Charleston, WV 25302

To the Lessor

County Commission of Jefferson County
P.O. Box 250
Charles Town, WV 25414

(B) Other Terms and Conditions:

The subject Contract of Lease shall now be identified as **HHR-152-817** to reflect the new expiration date. All other terms and conditions shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused their names to be affixed to this Addendum.

WITNESS:

COUNTY COMMISSION OF JEFFERSON COUNTY,
LESSOR

By Debbie Keyser

By Walt Pellish
Walt Pellish, President

STATE OF WEST VIRGINIA, LESSEE

By [Signature]

By [Signature]
Jon S. Amores, Executive Director of the
Department of Administration, Real Estate
Division, for and on behalf of the DEPARTMENT
OF HEALTH AND HUMAN RESOURCES

Acknowledged by Tenant:
DEPARTMENT OF HEALTH AND HUMAN RESOURCES

By [Signature] 7/24/14
Greg Nicholson, Executive Director of
Operations

Approved as to form this 5th day of September, 2014. Patrick Morrissey Attorney General
By [Signature], Chief Counsel
RED\Administration Lease Contracts\HHR-152-817-DCB

ADDENDUM I

THIS ADDENDUM, made **May 16, 2011**, is hereby made an integral part of Contract of Lease No. **HHR-152-811**, which Contract of Lease was made **December 7, 2010**, by and between **County Commission of Jefferson County**, as Lessor, and the **STATE OF WEST VIRGINIA**, by the Department of Administration, Real Estate Division, as Lessee, for and on behalf of the **Department of Health and Human Resources**, as Tenant.

WHEREAS, the Lessor has leased unto the Lessee, for use by the Tenant, the following described Premises:

Approximately 2,878 square feet of space, consisting of 15 rooms in that building known as the Bardane Public Health Center at Bardane, Jefferson County, West Virginia, together with adequate parking facilities (hereinafter referred to as the "Premises").

WHEREAS, both parties hereto agree to extend the term of said Contract of Lease for one additional three-year period beginning **September 1, 2011**, and ending at midnight on **August 31, 2014**, at the current annual per square foot rate of **\$6.50**.

WHEREAS, both parties hereto agree that the above-stated changes shall be effective **September 1, 2011**.

NOW, THEREFORE, THIS ADDENDUM WITNESSETH:

It is agreed by and between the parties hereto that certain sections of the subject Contract of Lease are amended as follows:

(A) Page 1, Item 1, entitled "TERM AND NOTICES", first paragraph shall be amended to read as follows:

The term of this Contract of Lease, subject to the provisions hereof, shall begin on **September 1, 2011**, and end at midnight on **August 31, 2014**. The Contract of Lease shall be considered renewed for each ensuing fiscal year during the term of the Contract of Lease unless it is canceled by the Lessee before the end of the then current fiscal year.

(B) Other Terms and Conditions:

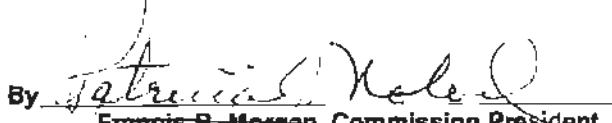
The subject Contract of Lease shall now be identified as **HHR-152-814** to reflect the new expiration date. All other terms and conditions shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused their names to be affixed to this Addendum.

WITNESS:

County Commission of Jefferson County, Lessor

By 

By 
Francis B. Morgan, Commission President
Patricia A. Noland

STATE OF WEST VIRGINIA, LESSEE

By [Signature]

By [Signature]

Carolyn L. Thomas, Operations Manager of the Department of Administration, Real Estate Division, for and on behalf of the Department of Health and Human Resources

Acknowledged by Department of Health and Human Resources, as Tenant

By [Signature] 5/19/11
Greg Nicholson, Chief of Operations

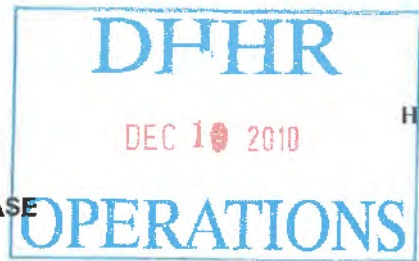
Approved as to form this 15 day of July, 2011. Darrell V. McGraw, Jr. Attorney General

By [Signature]

Deputy Attorney General

ACCESS\Add\Renewal\HHR-152 mm

APPROVED FOR ONE FISCAL YEAR



CONTRACT OF LEASE

THIS CONTRACT OF LEASE, made **December 7, 2010**, by and between **County Commission of Jefferson County**, hereinafter referred to as "Lessor," and the **STATE OF WEST VIRGINIA**, by the Department of Administration, Real Estate Division, hereinafter referred to as "Lessee".

WHEREAS, pursuant to West Virginia Code, §5A-10-5, as amended, a Chief Executive Officer of the **Department of Health and Human Resources**, certifies that the space herein leased is necessary for the proper function of this department, and that satisfactory space is not available in other buildings now owned or leased by the State; and,

WHEREAS, the Department of Administration, Real Estate Division by executing this Contract of Lease, hereby leases the premises for use by the **Department of Health and Human Resources**, hereinafter referred to as "Tenant".

NOW THEREFORE, THIS CONTRACT OF LEASE WITNESSETH:

That for and in consideration of the full and complete performance of the covenants, terms, and conditions hereinafter set forth, the Lessor hereby leases unto the Lessee, for use by the Tenant, the following described Premises:

Approximately 2,878 square feet of space, consisting of 15 rooms in that building known as the Bardane Public Health Center at Bardane, Jefferson County, West Virginia, together with adequate parking facilities. (hereinafter referred to as the "Premises").

The parties hereto covenant and bind themselves as follows:

(1) TERM AND NOTICES

The term of this Contract of Lease, subject to the provisions hereof, shall begin on **September 1, 2010**, and end at midnight on **August 31, 2011**. This Contract of Lease shall be considered renewed for each ensuing fiscal year during the term of the Contract of Lease unless it is canceled by the Lessee before the end of the then current fiscal year.

Notices may be given by personal service upon the party(s) entitled to such notice, or by certified mail, duly stamped and directed to the last-known address of the party to be notified, and deposited in the post office. The proper mailing of such notice and not the receipt thereof shall constitute the giving of such notice by either party to the other. Notices shall be directed as follows:

To the Lessee

State of West Virginia
Department of Administration
Real Estate Division
1409 Greenbrier Street
Charleston, WV 25311

To the Lessor

County Commission of Jefferson County
Administrator's Office Attn: Sandy
P. O. Box 250
Charles Town, WV 25414

(2) RENT

The Lessee covenants that the Tenant shall pay unto the Lessor as rent for the premises, the sum of **ONE THOUSAND, FIVE HUNDRED FIFTY-NINE DOLLARS (\$1,559.00) PER MONTH (\$6.50 annual per square foot rate)** payable upon receipt of invoice from Lessor to the Tenant and payable on the first day of every month for the preceding month during the term of this Contract of Lease.

(3) UTILITIES AND OTHER RELATED SERVICES

The Lessor agrees to provide, at no additional cost to the Tenant, all utilities and janitorial services required by the Tenant for its proper use of the leased Premises.

(4) MAINTENANCE

Lessor binds itself to maintain the premises, including the structure of the premises, both interior and exterior; and the fixtures and equipment, which includes, but is not limited to changing of the lighting tubes and HVAC filters, but excludes fixtures and equipment as may be owned by Tenant; and the interior and exterior painting in a good and tenantable condition equal to that of the premises as at the time possession thereof is delivered to the Tenant. If Lessor fails to maintain the interior and exterior structure of the premises, and the electrical and plumbing fixtures and equipment owned by Lessor in a good tenantable condition of repair, the Tenant shall request the Lessor, in writing, to correct any deficiency which may have occurred since possession of the premises by the Tenant, provided, however, such deficiency was not caused by the neglect or acts of the Tenant. Upon refusal or neglect of Lessor to comply with Tenant's request for the repair or reinstatement of previously-existing conditions, Tenant may, thirty (30) days after receipt of such request by the Lessor, cause the repairs to be made and deduct the costs and expense thereof from the rents which may become due and payable thereafter to the Lessor until the Tenant is fully reimbursed therefore.

(5) TAXES AND ASSESSMENTS

The lessor will pay taxes and assessments levied on the subject premises during the term of this Contract of Lease.

(6) FIRE AND HEALTH HAZARDS

The Lessor will remove and correct any fire or health hazards not caused by the neglect or acts of the Tenant, its agents, employees or servants which any public authority may order corrected or removed during the term of this Contract of Lease. Upon refusal or neglect of Lessor to comply with any such order, the Tenant may comply therewith and deduct the costs from monthly rentals payable thereafter to the Lessor until the Tenant is fully reimbursed therefor.

(7) SUITABILITY OF PREMISES

Lessor warrants the premises to be suitable for use as a State facility and for the conduct of Tenant's business, and that there shall be no liability on the part of the State of West Virginia, its officers, agents or employees for any loss or damage to the leased premises, whether caused by overloading the floors with equipment or otherwise installing fixtures and equipment commonly used in office space, nor any liability on any individual by virtue of any of the provisions of this Contract of Lease.

(8) TRANSFER OR ASSIGNMENT OF LEASE

The Lessee agrees not to transfer or assign this Contract of Lease, or sublet the subject premises without the written consent of the Lessor except, however, the Lessee may, at its option, reassign this Contract of Lease and the space leased herein to another State agency other than the tenant named herein, with all other terms and conditions remaining the same throughout the remainder of the term of the Contract of Lease.

(9) NEGLIGENCE OF PREMISES

The Lessee covenants that the Tenant shall not commit waste on the premises herein leased, and that the premises will be returned to the Lessor at the termination or cancellation of this Contract of Lease in substantially the same condition as at the commencement thereof, damages from natural elements, wear and tear excepted.

(10) DEFAULT BY LESSEE

In the event Lessee and/or Tenant defaults in any of the covenants contained herein, the Lessor shall notify the Lessee, in writing, of such default and if such default is not corrected within sixty days after receipt of notification, the Lessor may notify Lessee that the Contract of Lease is terminated, and reenter the premises herein leased.

(11) DAMAGE TO PREMISES BY FIRE, ETC.

It is agreed by and between the parties hereto that in the event the premises are destroyed or damaged by fire, natural elements, or other cause to such an extent that continued occupancy by the Tenant would be impractical, the Lessee shall give immediate notice thereof to the Lessor, in writing, and this Contract of Lease shall terminate. If only a part of the premises shall be rendered untenable, leaving the remainder suitable for use, the rental shall be proportionately abated until the premises have been repaired. The Lessor shall have five (5) days from receipt of such notice to decide whether or not to repair the premises. Any repairs undertaken must be completed within a reasonable length of time after Lessor's decision. Should Lessor decide not to repair the premises, this Contract of Lease shall terminate, and Lessee shall deliver possession of the premises to the Lessor and thereupon be relieved of any and all liability hereunder or concerning the premises except for any unpaid rent through the final day of occupancy.

(12) PROVISIONS FOR IMMEDIATE TERMINATION

It is further agreed by and between the parties hereto that this Contract of Lease shall be considered canceled, without further obligation on the part of the Lessee, if the State Legislature or the Federal Government should subsequently fail to appropriate sufficient funds therefor, or should otherwise act to impair this Contract of Lease or cause it to be canceled (5A-10-5(2), West Virginia Code), or in the event it shall become unlawful to maintain a State facility on leased premises. In any event aforementioned, the Lessee may immediately redeliver possession of the premises to the Lessor and thereupon be relieved from any and all obligations hereunder or concerning the premises except for rent accruing prior to such date of redelivery.

(13) QUIET ENJOYMENT OF PREMISES

The Lessor covenants that at the date of this Contract of Lease, Lessor was seized of said premises as the sole owner(s) thereof, in fee simple, free of all liens, encumbrances and any outstanding interests whatsoever and that upon payment of the rentals as hereinbefore set forth, it will warrant and defend the title of Lessee against any and all claims whatsoever, not arising hereunder, during the term of this Contract of Lease; that the Tenant shall, at all times during the term of this Contract of Lease, peaceably and quietly have, hold, and enjoy the said leased premises.

(14) CANCELLATION OF LEASE

It is further agreed by and between the parties hereto that the Department of Administration, Real Estate Division, as Lessee, shall have the right to cancel this Contract of Lease, without further obligation on the part of the Lessee, upon giving thirty (30) days' written notice to the Lessor, such notice being given at least thirty days prior to the last day of the succeeding month [see West Virginia Code § 5A-10-5(1)].

(15) REMOVAL OF MACHINERY AND EQUIPMENT

It is understood and agreed that all machinery and equipment installed by the Tenant, or placed upon the leased premises incident to Tenant's business, whether annexed to the freehold or not, shall remain the personal property of the Tenant, and Tenant shall have the privilege and right to remove same at any time during the term of this Contract of Lease provided the premises are restored to as good condition as existed prior to installation of said machinery and equipment, reasonable wear and tear excepted.

(16) STRUCTURAL OR OTHER CHANGES TO PREMISES

In the event the Tenant requires structural or other changes in said premises to improve the use and efficiency of same, and if said changes are approved by the Secretary of the Department of Administration, Real Estate Division, and if said changes are completed by Lessor at its cost and expense, the Lessee agrees to reappraise and renegotiate this Contract of Lease to arrive at a fair rental value, if warranted.

(17) HEADINGS

The headings to the various paragraphs of this Contract of Lease have been inserted for reference only and shall not in any manner be construed as modifying or amending in any way the express terms and provisions hereof.

(18) SEVERABILITY

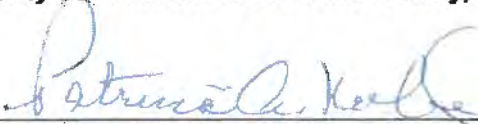
Any provisions of this Contract of Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Contract of Lease.

(19) ACCESSIBILITY REQUIREMENTS

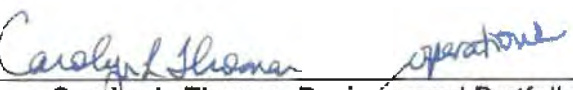
The Lessor hereby agrees that any renovations made within the space herein leased shall comply with the accessibility standards established and set forth by the Americans with Disabilities Act of 1990, whether requested by the Lessee or required by law.

IN WITNESS WHEREOF, the parties hereto have caused their names to be affixed to this contract of Contract of Lease.

County Commission of Jefferson County, Lessor

By 
Francis B. Morgan, Commission President

STATE OF WEST VIRGINIA, Lessee

By 
**Carolyn L. Thomas, Business and Portfolio
Manager of the Department of
Administration, Real Estate Division for and
on behalf of the Department of Health and
Human Resources**

**Acknowledge by Department of Health and Human
Resources, as Tenant**

By 
Greg Nicholson, Chief of Operations

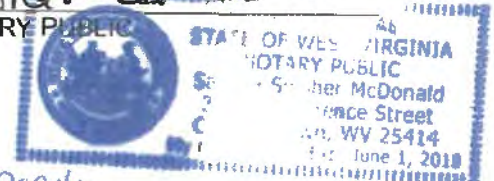
STATE OF WEST VIRGINIA
COUNTY OF Jefferson, TO-WIT:

Sandra SuShor McDonald, a notary public in and for said county and state aforesaid, do hereby certify that Francis B. Morgan, who as **Commission President** signed the foregoing Contract of Lease for County Commission of Jefferson County a, has this day, in my said county, before me, acknowledged the said Contract of Lease to be the act and deed of the said.

Given under my hand this 3rd day of June, 2010.

My commission will expire 6-1-2018

Sandra SuShor McDonald
NOTARY PUBLIC



STATE OF WEST VIRGINIA
COUNTY OF Jefferson, TO-WIT:

I, Chie Magaha, ^{Deputy} certify that I am Clerk of the County Commission of Jefferson County, the County Commission named as Lessor in the foregoing Contract of Lease; that Patricia A. Roland, who signed said Contract of Lease on behalf of the lessor, was then President of said County Commission; that said Contract of Lease was duly signed for and in behalf of said Commission by authority of its governing body, and within the scope of its powers.

By Chie Magaha
^{Deputy} County Clerk

STATE OF WEST VIRGINIA
COUNTY OF KANAWHA TO-WIT:

I, Tami R Price, a notary public in and for said county and state aforesaid, do hereby certify that **Carolyn L. Thomas**, who, as **Operations Manager for the Department of Administration, Real Estate Division**, signed the foregoing Contract of Lease for the State of West Virginia, has this day, in my said county, before me, acknowledged the said Contract of Lease to be the act and deed of the said.

Given under my hand this 7th day of February, 2010.

My commission will expire June 7, 2020

Tami R Price
NOTARY PUBLIC



Approved as to form this 9 day of Feb., 2010 Darrell V. McGraw, Jr., Attorney General

By Dawn Woodfield Assistant Attorney General
Access\LealCounty\HHR152.r

APPROVED FOR
ONE FISCAL YEAR

**JEFFERSON COUNTY COMMISSION
AGENDA REQUEST FORM**

Name: Makayla Zonfrilli

Department or Organization: County Commission

Commission Meeting Date: July 6, 2023

Special Meeting Date (if necessary):

Subject (wording to be placed on agenda):

Discussion and potential representative appointment of a County Commissioner or County Administrator to attend the Region 2 West Virginia First Foundation meeting hosted by Berkeley County to vote to appoint a Regional Director

Please provide a description of your request or presentation, including any background information:

The State of WV, through the AG's office engaged in litigation against companies who manufactured, distributed, sold, or dispensed prescription opioid medications. Years of litigation resulting in over \$1 billion dollars in negotiated settlement funds. The funds use are for opioid abatement. The State of WV is creating a West Virginia First Foundation Committee to determine and appropriate settlement funds. Jefferson County is part of Region 2. The County's appointed representative will represent the County's vote at the Berkeley meeting on July 12, 2023 at 1 pm.

Type of Request: (Funding/Hiring):

Funding/Salary/Hourly Amount:

Name of Hire (if Applicable):

Grade/Step/Hours (PT/FT):

Start Date (beginning of pay period):

Post Probationary Increase (If applicable):

Any Additional Conditions of Employment or Funding Comments:

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

Motion to appoint (Commissioner/County Administrator) to represent Jefferson County at the Region 2 West Virginia First Foundation meeting hosted by Berkeley County on July 12th to vote to appoint a Region 2 Director for the West Virginia First Foundation Board.

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

If not attached, explain:

Is equipment needed? Projector Internet/Wi Fi: Conference/Video No

Contact Information: Makayla Zonfrilli

Phone Number: 304-268-8963

Email Address: mzonfrilli@jeffersoncountywv.org

**JEFFERSON COUNTY COMMISSION
AGENDA REQUEST FORM**

Additional Comments Page:

June 21, 2023

Jefferson County Commission
124 E Washington St
PO Box 208
Charles Town, WV 25414

Re: West Virginia First Foundation
Region 2 Meeting

Dear Commissioners:

The Berkeley County Council recently received a letter from the West Virginia Attorney General regarding convening a meeting of the political subdivisions of Region 2 of the West Virginia First Foundation. Your political subdivision is part of Region 2. As the most populous county in the Region as of the 2020 Census, Berkeley County is responsible for convening a meeting of all local governments in the Region for the purpose of selecting an initial director. The letter from the Attorney General is attached to provide information regarding the West Virginia First Foundation and the selection process in the event your local government has not received something similar.

The meeting for Region 2 will be convened on **Wednesday, July 12, 2023, at 1:00 p.m.**, in the chambers of the Berkeley County Commission.¹ Each political subdivision should send one representative to the meeting who is authorized to vote on the selection of the initial Regional Director. Additionally, if the delegate intends to nominate someone for Regional Director, please make that nominee available, either in person, or by Zoom or phone. The requirements for nominees are explained in the Attorney General's letter.

The agenda for the meeting will follow the same order as the Proposed Agenda included with the Attorney General's attached letter.

The following is provided if someone is unable to attend in person, though in-person attendance is highly preferred:

<https://us02web.zoom.us/j/82775273133?pwd=SmlZQkVZSXlpTVlZOVdvMVR1b2ZsZz09>.

If you have any questions or concerns, please feel free to contact the Council's Legal Director by phone at 304-264-1923 ext. 8 or email at adelligatti@berkeleywv.org.

Sincerely,

James P. Whitacre
President

cc: G. Edgar Gochenour
Alan J. Davis
Gary Wine
Anthony J. Delligatti

¹ As of July 1, 2023, the name "Berkeley County Council" will change back to the "Berkeley County Commission."

PATRICK MORRISEY
ATTORNEY GENERAL
PHYSICAL ADDRESS:
1900 Kanawha Blvd., East
State Capitol Complex
Building 6, Suite 401
Charleston, WV 25305

MAILING ADDRESS:
P.O. Box 1789
Charleston, WV 25326-1789

E-Mail: consumer@wvago.gov
<http://www.wvago.gov>



STATE OF WEST VIRGINIA
OFFICE OF THE ATTORNEY GENERAL

Consumer Protection
and Antitrust Division
(304) 558-8986
Consumer Hotline
1-800-368-8808
Preneed Funeral Services
(304) 558-8986
Senior Protection Hotline
(304) 558-1155
Facsimile (304) 558-0184

June 9, 2023

RECEIVED

JUN 15 2023

County Commission

Dear President Stolipher,

I write today concerning the upcoming deadline for local governments to select Regional Directors for the West Virginia First Foundation.

The State of West Virginia, through the Attorney General, and local governments across the state engaged in litigation against companies who manufactured, distributed, sold, or dispensed prescription opioid medications in order to hold them accountable for their respective roles in contributing to the opioid epidemic. Years of litigation against these defendants culminated in negotiated settlements totaling over \$1 billion.

The funds realized from this litigation must be put to use to abate the opioid epidemic. My office and counsel for West Virginia cities and counties worked closely to develop and adopt the West Virginia First Memorandum of Understanding, or MOU. The MOU provides a mechanism to distribute opioid settlement funds and provides guidelines on how the funds may be used. Under the MOU:

- 72.5% of net settlement funds will be placed with a statewide Foundation that will develop and oversee the funding of short-term and long-term projects to address the opioid crisis within six identified Regions of the state. From this share, each Region is allocated a portion for use in funding of local efforts to abate the crisis.
- 3% of net settlement funds go to the Office of the West Virginia Attorney General as Counsel for the State of West Virginia to be held in escrow for expenses incurred related to the opioid litigation. If the 3% is not spent by December 31, 2026, then 1% goes to the Local Governments and 2% goes to the Foundation.
- 24.5% of net settlement funds go directly to Local Governments (defined as every West Virginia county, city, town, and village). Each local government's share is determined on a percentage basis that was negotiated by local governments—not the State.

All opioid funds must be used in a manner consistent with the MOU's definition of an "Approved Purpose." An "Approved Purpose" includes items such as employing evidence-based treatment strategies for substance use disorders or addiction, substance use prevention strategies, law enforcement efforts to curtail drug distribution, supporting addiction recovery programs, or decreasing the oversupply of licit and illicit opioids.

The West Virginia First Foundation

The Attorney General and counsel for cities and counties agreed through the MOU to create the West Virginia First Foundation, a private, non-stock, 501(c)(3) charitable corporation that will oversee

distribution of funds for the abatement of the opioid crisis. The West Virginia First Foundation was born out of the need for a coordinated, statewide opioid abatement plan and represents the first step in creating a robust long-term public health infrastructure designed to prevent the reoccurrence of the opioid epidemic.

The Articles of Incorporation for the Foundation were filed with the West Virginia Secretary of State on May 18, 2023. **The initial Board of Directors must be elected within sixty (60) days of the chartering of the Foundation, July 17, 2023.**

➤ **Regional Structure**

The Foundation consists of six abatement Regions, displayed in the map below. These regions were initially developed by the federal Substance Abuse and Mental Health Services Administration (“SAMHSA”) and later adopted by West Virginia’s Behavioral Health department.

The opioid epidemic is multi-faceted and does not impact every local government in the same way. The regional structure was developed to help local governments collaborate to address concerns particular to their regions and to promote efficient use of opioid abatement funds between neighboring communities.



➤ **Regional Director Selection**

The Foundation will be governed by an eleven-member Board of Directors. Of the eleven initial directors, five Directors will be appointed by the Governor, with no more than one person from any given Region. The remaining six Directors represent the regions of the State, with one director selected to represent each Region.

The selection process for the initial Regional Directors is outlined in the Articles of Incorporation and is as follows:

- The President of the County Commission of the most populous county in each region, as determined by the 2020 census, must convene a meeting of all local governments in the region for the purpose of electing an initial Director. Notice of the meeting must be sent two weeks prior to the meeting date. It is strongly suggested that each convening county educate all involved on the process in advance of the meeting. Convening counties are as follows: Region 1: Ohio County; Region 2: Berkeley County; Region 3: Wood County; Region 4: Monongalia County; Region 5: Kanawha County; Region 6: Raleigh County.
- While the Foundation will not be subject to the Open Meetings Act, meetings convened to select Regional Directors are subject to the Act. Convening counties should make sure to provide adequate notice to the public concerning the date and time for each meeting, including by publishing a notice in the local newspaper at least two weeks in advance of the meeting date.
- The meeting and election process should be conducted in an efficient manner and should be consistent across all regions. It is strongly recommended that all participants utilize the attached recommended election framework.
- Each local government must send one delegate to the meeting who is authorized to vote on the selection of the initial Regional Director. There are no restrictions on who the delegate may be.
- Any local government delegate may submit a nomination for the initial Regional Director.
- A Nominee must be a resident of both the State of West Virginia and the Region they are nominated to represent.
- Nominees should have the relevant knowledge, skill, and experience to advance the Foundation's goals. Nominees should have expertise in one or more of the following disciplines: substance abuse treatment, mental health, law enforcement, pharmacology, finance, and healthcare policy and management. Nominations of current elected officials are strongly discouraged.
- Officeholders are discouraged from applying for these board positions, except in the most unusual of circumstances. The Foundation is seeking individuals with a broad array of substantive expertise in healthcare and related fields.
- The Attorney General's office will send a representative to attend each regional meeting in order to answer any questions.
- After nominations are closed, each Nominee shall have the opportunity to address local government delegates prior to a vote being taken. The vote will be conducted by John Jenkins, CPA, the Incorporator of the Foundation, or his designee.
- Votes will be weighted by the final allocation percentages for distributions to all Local Governments as set forth in Exhibit C W/CT2 of the MOU, as may be modified by Paragraph B2(b)(i) of the MOU.

- After the votes are counted, John Jenkins or his designee will report the totals and certify the results to the Governor and the Attorney General within one week.

Any questions can be directed to Ann Haight, Abby Cunningham, or Vaughn Sizemore in our Consumer Protection Division, 304-558-8986.

PATRICK MORRIS

Recommended framework for conducting election of Regional Board Members

All meetings held for the purposes of selecting nominees and Board Members must be conducted in accordance with the provisions of the West Virginia Open Meetings Act.

Meetings and elections should be conducted in accordance with an established parliamentary procedure, such as Robert's Rules of Order.

All nominations received in advance should be put forward by the chair to the voting members in attendance.

Once those nominees have been set forth, the Chair should open the floor for additional nominees from those in attendance.

Upon receipt of all nominees, a motion should be made to accept the nominees and for them to be placed on the ballot for consideration by the voting members.

Any nominee who wishes to speak prior to the election may be provided a fixed amount of time to address the voting members. Each nominee must be provided the same amount of time.

Upon hearing from any nominees who wish to speak, a motion should be made to close debate at such time the ballot of accepted nominees should be distributed to all those voting members.

All ballots must be collected for tallying and certification pursuant to the weighting of votes as set forth the Articles of Incorporation.

Proposed Agenda for Regional Selection Meeting

- I. Call to Order
- II. Roll call of voting representatives present.
- III. Establishment of a quorum
- IV. Introduction of nominees for election to the Board of the West Virginia First Foundation received in advance of the meeting.
- V. Nominations for election to the Board of the West Virginia First Foundation.
- VI. Nominees presentation to voting representatives.
- VII. Consideration of Nominees.
- VIII. Vote to select Regional Board Member.
- IX. Adjournment.

FAQS: The West Virginia First Memorandum of Understanding and the West Virginia First Foundation

This Frequently Asked Question(s) packet provides general answers to certain questions related to the West Virginia First Memorandum of Understanding, the allocation and use of the proceeds of Settlements and Judgments described therein, and the West Virginia First Foundation (the “West Virginia First Foundation” or “Foundation”). All terms not otherwise defined in this FAQs packet has the definition as attributed to that term in the MOU.

1. What is the Opioid litigation about?

The State of West Virginia is in the midst of an ongoing opioid epidemic created, in part, due to the actions of Pharmaceutical Supply Chain participants, which are companies that engaged in the manufacturing, distribution, sale, or dispensation of prescription opioid medications. The State, through the Attorney General, along with local governments across the state, engaged in litigation seeking to hold these companies accountable for the harm their conduct inflicted upon the people of West Virginia.

2. What is The West Virginia First Memorandum of Understanding?

The State of West Virginia, through the Attorney General, and the Local Governments, negotiated the West Virginia First Memorandum of Understanding (“MOU”). The MOU provides a mechanism for the distribution of settlement funds from the various opioid lawsuits and outlines how the funds can be used. Specifically:

- 72.5% will be placed in a statewide Foundation that will develop and oversee the funding of short-term and long-term planning that local communities need to continue to address this crisis. From this share, each Region is allocated a portion for use in funding of local efforts to abate the crisis.
- 3% will go to the Office of the West Virginia Attorney General as Counsel for the State of West Virginia to be held in escrow for expenses incurred related to the opioid litigation. If the 3% is not spent by December 31, 2026, then 1% goes to the Local Governments and 2% goes to the Opioid Foundation.
- 24.5% of the funding will be set aside to aid community recovery; this money will go directly to Local Governments (defined as every West Virginia county, city, town, and village) to address the immediate needs of residents.

A copy of the MOU is available at the following link:

<https://wvago.sharefile.com/d-s754e97a2a8d34dd88ac800e83f2ab5b1>

A paper copy of the MOU can be provided upon request.

3. How much money in Opioid Funds has been recovered? The State and its local governments have reached settlements totaling more than \$1 billion with Pharmaceutical Supply

Chain Participants for their various roles in the opioid crisis. Through April 30, 2023, West Virginia has received more than \$340 million dollars from opioid-related settlements. Settlements with remaining opioid supply chain participants and additional recoveries are possible. Some payments are being made over time; money will continue to be received on an annual basis through at least 2036.

4. When will Opioid Funds be disbursed to Local Governments and the Regions?

The Local Governments share (24.5%) will be paid directly to the Local Governments under the terms of the MOU, upon entry of an order from the West Virginia Mass Litigation Panel (“MLP”). The statewide Foundation Board will determine the timing and procedure for disbursement of regional shares under the MOU.

The Foundation Board has sole authority to determine its annual budget. For the first seven years, the Foundation shall spend 20% of its annual budget in the six regions, with funds divided according to each Region's fixed Regional Share Calculation. After seven years, the Foundation Share shall be disbursed based on an evidence-based evaluation of need after consultation with the Expert Panel.

The Foundation Board will determine the amount and timing of fund distribution within 90 days of the first receipt of any Opioid Funds and annually thereafter.

Additional opioid funds may be received over the coming years as additional settlements and judgements are reached.

5. What can the Opioid Funds be used for?

All Opioid Funds must be used to for an “Approved Purpose” as defined in the MOU. The kinds of permitted uses include to promote the health and safety of West Virginians by implementing evidence-based strategies, programming and/or services used to expand the availability of treatment for individuals affected by substance use disorders and/or addiction, to develop, promote and provide evidence-based substance use prevention strategies, to provide substance use avoidance and awareness education, to engage in enforcement to curtail the sale, distribution, promotion or use of opioids and other drugs, to support law enforcement efforts to decrease the oversupply of licit and illicit opioids, and to support recovery from addiction to be performed by qualified providers. A complete copy of the “Approved Purposes” can be found in Exhibit A of the MOU.

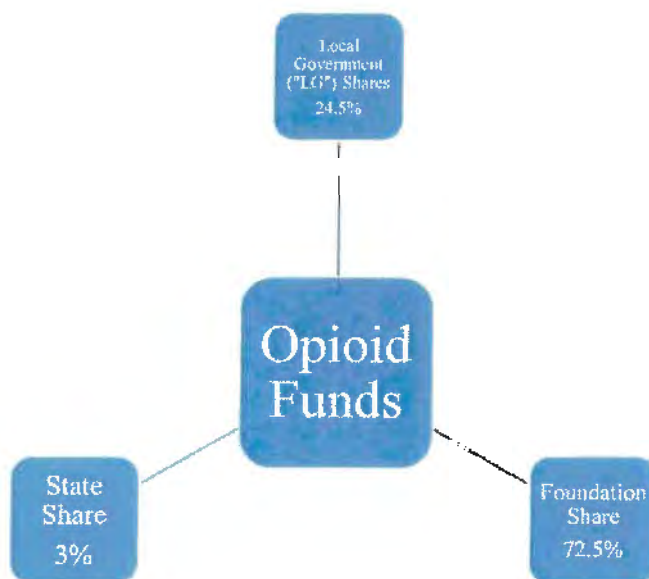
6. Which Local Governments will receive Opioid Funds and participate in establishing regional governance and representation?

Each Local Government is eligible to receive Opioid Funds, subject to the terms of the MOU. Each Local Government will participate in the establishing regional governance and representation.

Local Governments is defined under the MOU as all counties, incorporated cities, towns, and villages located within the state of West Virginia.

7. How much will each Local Government receive under the MOU?

Each Local Government will receive a direct allocation from the Local Government share (24.5%) of the Opioid Funds pursuant to the established formula, attached as Exhibit C to the MOU. Further, each Region will be allocated dollars from the Foundation Share (72.5%) of the recovered Opioid Funds for Approved Purposes under the MOU. If, for any reason, a Local Government is excluded from a specific Settlement or Judgment which would result in Opioid Funds being distributed, the allocation percentage allotted for that Local Government will be redistributed among the other participating Local Governments for that Settlement or Judgment. If the Local Government share is less than \$500, then that amount will instead be distributed to the county in which the Local Government lies.



8. Who will disburse Opioid Funds to Local Governments and Regions?

All Opioid Funds will be disbursed by Smith Cochran Hicks, the court-appointed settlement administrator, as directed by orders from the MLP.

The LG Share (24.5%) will be distributed directly to the Local Governments and may be used immediately for an Approved Purpose. The 3% State share will be held in escrow, subject to the West Virginia MOU. The Foundation Share (72.5%) shall be distributed to the West Virginia First

Foundation, which is a private section 501(c)(3) foundation, to hold, manage, and distribute the Foundation Share of the Opioid Funds. The West Virginia First Foundation will develop and approve procedures of the disbursement of regional Opioid Funds consistent with the MOU. As to regional shares, the Regions will make submissions to the Foundation to fund projects within the Regions which are consistent with the Approved Purposes stated in the MOU.

The Foundation Board will determine the amount and timing of regional shares within 90 days of the first receipt of any Opioid Funds and annually thereafter. Regional projects which are approved by the Foundation Board will receive funding directly through the Foundation from the appropriate regional Share.

9. Who will decide how to use the Opioid Funds from the Local Government allocation?

Local Governments will individually decide on how to use the Opioid Funds from the LG Share (24.5%) in their jurisdiction, consistent with the Approved Purposes.

10. Who determined how much each county and city will receive?

The Counties and Cities principally negotiated amongst themselves, and virtually all reached agreement with the State, with the amounts contained in the MOU.

11. What steps are required to use the Local Government's portion of the Opioid Funds?

As specifically required by the MOU, Local Governments should pass a resolution or take equivalent action detailing and explaining its use of the funds for restitution. Moreover, up to one-half of the LG Share may be used to provide restitution for monies that were previously expended on opioid abatement activities, including law enforcement and regional jail fees. Local Governments must keep careful record of how any opioid funds are spent. The best way to accomplish this is to keep any opioid-related funds in a separate account.

12. Who will make decisions on how to use the Opioid Funds from the Region's portion of the Foundation's allocation?

For the first seven years, 20% of the Foundation's annual budget will be allocated to the six Regions of the state, divided between the Regions according to the Regional Share Calculation. Each Region is given the responsibility to make submissions to the statewide Foundation Board on how and where to direct regional Opioid Funds within the Region.

Each Region must create their own governance structure, ensuring that all Local Governments have input and equitable representation regarding regional decisions, including representation on the Foundation Board and selection of projects to be funded using Regional funds. The Expert Panel (to be appointed by the Foundation Board) may consult with and may make recommendations to Regions on projects, services, and/or expenses to be funded. Regions are responsible for identifying projects, services and/or expenses that will equitably serve the needs of the entire Region.

13. Which Local Governments in each Region will participate in establishing their Region's governance structure?

All Local Governments within a Region must be given the opportunity to participate in establishing the regional governance structure. Regions are encouraged to involve persons and private sector entities from their Region and local community, including local lawmakers, business owners, treatment providers and persons with lived experience with substance abuse, to determine their regional governing structure.

14. What Region is my community in?

Under the MOU, the State of West Virginia is divided into six (6) regions as shown on the map attached as Exhibit B to the MOU.

15. Who sits on the Foundation Board?

The West Virginia First Foundation was formed as a non-profit corporation under West Virginia law and is intended to be an independent nongovernmental organization that is tax-exempt under Section 501(c)(3) of the Internal Revenue Code. It is to be operated for charitable, educational, and scientific purposes. It will be governed by a board of directors comprised of eleven members selected as follows:

- a. To represent the interests of the state, the governor will appoint five board members and his/her appointees will be subject to confirmation by the Senate.
- b. To represent the interest of Local Governments, there will be six board members, one selected from each Region. The Local Governments in each Region shall make the selection of the Foundation Board member to represent their region.



16. How do Regions appoint a Director to the statewide Foundation Board?

The MOU states that each Region shall create their own governance structure, ensuring that all Local Governments have input and equitable representation regarding regional decisions including representation on the Foundation Board and selection of projects to be funded from the Regional Share Calculation. Each Region will select its Director through the process as outlined in the Articles of Incorporation for the Foundation. That process is as follows:

- a. One (1) Director shall be selected from each of the six Regions to represent the interests of the Local Governments. The Local Governments in each Region shall make the selection of the Director to represent their Region pursuant to the following process:
 - i. The President of the County Commission of the largest county in each region based on the 2020 census shall convene and give notice of a meeting of all of the Local Governments in the region for the purpose of electing the Director for that Region. Notice shall be provided to the Incorporator and each Local Government in the region two weeks prior to the date set for the meeting.
 - ii. Each Local Government shall select one person as their delegate who is authorized to represent the Local Government and vote on the selection of the Director for that Region.
 - iii. The Regions should select initial Directors who have the requisite knowledge, skill, and experience to further the Corporation's mission and purposes. Directors should have expertise in one or more of the following disciplines: substance abuse treatment, mental health, law enforcement, pharmacology, finance, and healthcare policy and management. . Initial Directors shall be residents of the State of West Virginia and the region from which they are selected. Applications from current elected officials are strongly discouraged.
 - iv. Any delegate from a Region may nominate any person to serve as the initial Director for that Region. After nominations are closed, each nominee shall have the opportunity to address the delegates prior to the vote being taken.
 - v. The Incorporator or his designee shall conduct the election and count the votes. Votes for Director will be weighted by the final allocation percentages for distributions to all Local Governments as set forth in

Exhibit C W/CT2 of the MOU as may be modified as set forth in Paragraph B2(b)(i) of the MOU.

- vi. After the votes are counted, the Incorporator shall report the totals and certify the results to the Governor and the Attorney General within one week after the selection of the Board Member.

17. How should Regional Director elections be conducted?

Importantly, while the Foundation is not subject to the Open Meetings Act, all Regional meetings and elections to select Regional Directors are subject to the Act. The Counties convening each Regional meeting must ensure that the public has sufficient notice prior to the date of the meeting.

The meeting and election process should be conducted in an efficient manner and should be consistent across all Regions. It is strongly recommended that each Region establish or adopt parliamentary procedures for conducting the meeting and election, such as Robert's Rules of Order.

18. What role will a Region's representative have on the statewide Foundation Board?

The regional representatives on the Foundation Board will participate in Foundation meetings and vote upon measures brought before the Foundation Board. Further, the Board will appoint members of the Expert Panel, which will utilize experts in addiction, pain management, public health and other opioid related fields to make submissions that will seek to ensure that all 6 regions can address the opioid epidemic both locally and statewide.

19. Are there any parameters on who may be designated as the Region's representative to the Foundation?

Members of the Foundation Board should have expertise in a variety of disciplines, such as substance abuse treatment, mental health, law enforcement, pharmacology, finance, and healthcare policy and management. Drawing Board members from these disciplines will help to ensure that the Foundation Board will make appropriate and prudent investments in order to meet short-term and long-term goals. Board members shall serve as fiduciaries of the Foundation separate and distinct from any representational capacity of the entity appointing the Foundation Board Member. Members of any regional governing structure shall likewise serve as fiduciaries of their Region separate and distinct from any representational capacity of the entity appointing the member.

20. Are there any laws, rules or regulations that define the regional governance structure?

The process to form the regional governance structure, appoint the Region's representative to the Foundation and to make regional submissions to the Foundation to fund programs within the Region is not defined in the MOU or elsewhere. That process is left to the Regions to determine what best fulfills the needs of their communities. Examples of and requirements for intergovernmental agreements can be found in the West Virginia Code §§ 8-23-3 and 8-23-4 and may provide insight on a workable model.

21. How soon must the Regions establish their regional governance structure?

The State of West Virginia, Local Governments, and the West Virginia Attorney General are currently working on the creation and organization of the Foundation. The West Virginia MOU does not provide a deadline for establishment of the regional governance structure or appointment by the Regions of their representative to the Foundation Board. Nevertheless, Regions should begin forming their governance structures so that they may participate on Foundation Board upon the creation of the Foundation.

22. Who will be responsible for monitoring, tracking, and data collection on all activities funded by the WV First Foundation to ensure accountability?

The Foundation is subject to review and audit by the Attorney General. Additionally, every year the regions will complete reports and audits which will be combined and incorporated into the annual report the Foundation will prepare detailing its financial expenditures for the preceding year.

**WEST VIRGINIA FIRST
MEMORANDUM OF UNDERSTANDING**

General Principles

Whereas, the people of the State of West Virginia, its Local Governments and communities, have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities within the Pharmaceutical Supply Chain; and,

Whereas, certain Local Governments, through their elected representatives and counsel, and the State, through its Attorney General, are separately engaged in litigation seeking to hold Pharmaceutical Supply Chain Participants accountable for the public harms caused by their misfeasance, nonfeasance, and malfeasance; and

Whereas, the State, through its Attorney General, and its Local Governments share a common desire to abate and alleviate the impacts of that misfeasance, nonfeasance, and malfeasance throughout the State of West Virginia;

Terms

The State and its Local Governments and communities, subject to the completion of formal documents effectuating the Parties' agreements, enter into this Memorandum of Understanding ("MOU") relating to the allocation and use of the proceeds of Settlements and Judgments described herein.

A. Definitions

As used in this Memorandum of Understanding:

1. "Approved Purpose(s)" shall mean evidence-based strategies, programming and/or services used to expand the availability of treatment for individuals affected by substance use disorders and/or addiction, to develop, promote and provide evidence-based substance use prevention strategies, to provide substance use avoidance and awareness education, to engage in enforcement to curtail the sale, distribution, promotion or use of opioids and other drugs, to decrease the oversupply of licit and illicit opioids and to support recovery from addiction to be performed by qualified providers as is further set forth in Exhibit A and Paragraph B(3) below.
2. "Court" is the West Virginia Mass Litigation Panel.
3. "Foundation Share" shall mean Opioid Funds allocated to the Foundation from any settlement or judgment.

4. "Judgment" shall mean a final judgment or verdict in favor of any of the Parties in a judicial proceeding pending in either state or federal court (including Bankruptcy Court) which resolves legal or equitable claims regarding opioids against a Pharmaceutical Supply Chain Participant. Judgment shall not include any judgment on the claims of Cabell County and the City of Huntington which were previously tried in the United States District Court for the Southern District of West Virginia, or any judgment on any claims asserted by the State against a Pharmaceutical Supply Chain Participant arising under federal or state antitrust laws, state criminal laws, or claims asserted pursuant to W. Va. Code § 9-7-6(c) or for Medicaid reimbursement.
5. "Local Government(s)" shall mean all counties, cities, villages, and towns located within the geographic boundaries of the State.
6. "Local Government Share" or "LG Share" shall mean Opioid Funds allocated directly to Local Governments from any settlement or judgment.
7. "Regional Share Calculation" shall mean each Region's share of Opioid Funds which shall be calculated by summing the individual percentage shares of the Local Governments set forth in Exhibit C for all of the subdivisions in the entire Region as defined in Exhibit B.
8. "Net Opioid Fund" is the Opioid Fund less the Opioid Seed Fund payment.
9. "Opioid Funds" shall mean monetary amounts obtained through a Settlement or Judgment as defined in this Memorandum of Understanding.
10. "Pharmaceutical Supply Chain" shall mean the process and channels through which opioids are manufactured, marketed, promoted, distributed, or dispensed.
11. "Pharmaceutical Supply Chain Participant" shall mean any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution or dispensing of an opioid analgesic, including but not limited to those persons or entities identified as Defendants in the matter captioned In re: Opioid Litigation, MDL 2804 pending in the United States District Court for the Northern District of Ohio, the proceedings before the West Virginia Mass Litigation Panel, styled In Re: Opioid Litigation, Civil Action No. 19-C-9000, and relates to conduct occurring prior to the date of this agreement. For the avoidance of doubt, the term Pharmaceutical Supply Chain Participant includes any parent or subsidiary company of any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution or dispensing of an opioid analgesic, and any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution or dispensing of an opioid analgesic, that seeks or has sought protection under the United States Bankruptcy Code.

12. "Settlement" shall mean the negotiated resolution by any of the Parties, of legal or equitable claims regarding opioids against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the Parties. It does not include the Settlements the State and/or the West Virginia Attorney General entered into with any Pharmaceutical Supply Chain Participant prior to December 1, 2021. For the avoidance of doubt McKinsey is included. Settlement shall not include the claims of Cabell County and the City of Huntington, which were previously tried in the United States District Court for the Southern District of West Virginia or settlement of any claims asserted by the State and/or the West Virginia Attorney General against a Pharmaceutical Supply Chain Participant arising under federal or state antitrust laws, state criminal laws, or claims asserted pursuant to W. Va. Code, § 9-7-6(c) or for Medicaid reimbursement.
13. "State Share" shall mean Opioid Funds allocated to the State from any settlement or judgment.
14. "The Parties" shall mean the State and the Local Governments.
15. "Regions" shall mean the division of the Local Governments into six (6) separate areas as set forth in Exhibit B.
16. "The State" shall mean the State of West Virginia acting through its Attorney General.
17. "West Virginia Seed Fund" shall be funded as set forth in Paragraph B(2)(a). The funds are available for use in proper creation and documentation of the West Virginia Opioid Foundation and to fund their start-up work, and subsequent operation.

B. Settlement and Judgment Proceeds

1. The Parties shall organize a private, nonstock, nonprofit corporation for the purposes of receiving and distributing West Virginia Opioid Funds as set forth in Section C. of this MOU ("Opioid Foundation").
2. The Parties shall allocate all Opioid Funds as follows:
 - a. Subject to relevant approvals, the State shall pay into the West Virginia Seed Fund the \$10,000,000 received from McKinsey & Company as a result of the February 3, 2021, consent judgment with the State.
 - b. All other Opioid Funds covered by the agreement shall be allocated as set forth below:

- i. 24.5% of the Net Opioid Funds shall be allocated as LG Shares. These LG Shares shall be allocated amongst the Local Governments using the default percentages set forth in Exhibit C. Each county and its inclusive municipalities must either: (a) ratify the default allocation; (b) reach an agreement altering the default allocation; or (c) submit to binding arbitration before Judge Christopher Wilkes (WVMLP Special Master) whose decision will be final and non-appealable.
 - ii. The Foundation will receive 72.5% of the Net Opioid Funds ("Foundation Share").
 - iii. The State shall receive 3% of the Net Opioid Funds ("State Share"), by and through the Attorney General, to be held in escrow for expenses incurred related to opioid litigation. If the 3% is not spent by December 31, 2026, then 1% goes to Local Governments and 2% goes to the Opioid Foundation.
3. All Net Opioid Funds, regardless of allocation, shall be used in a manner consistent with the Approved Purposes definition. The LG Share may be used as restitution for past expenditures so long as the past expenditures were made for purposes that would have qualified or were consistent with the categories of Approved Purposes listed in Exhibit A. Prior to using any portion of the LG Share as restitution for past expenditures, a Local Government shall pass a resolution or take equivalent governmental action detailing and explaining its use of the funds for restitution. Moreover, up to one-half of the LG Share may be used to provide restitution for monies that were previously expended on opioid abatement activities, including law enforcement and regional jail fees.
4. In the event a Local Government merges, dissolves, or ceases to exist, the relevant shares for that Local Government shall be redistributed equitably based on the composition of the successor Local Government. If a Local Government for any reason is excluded from a specific Settlement or Judgment, the allocation percentage for that Local Government shall be redistributed among the participating Local Governments for that Settlement or Judgment.
5. If the LG Share is less than \$500, then that amount will instead be distributed to the county in which the Local Government lies to allow practical application of the abatement remedy.
6. Funds obtained that are unrelated to any Settlement or Judgment with a Pharmaceutical Supply Chain Participant, including those received via grant, bequest, gift, or the like, may be directed to the Opioid Foundation and disbursed as set forth below.
7. The Foundation Share shall be used for the benefit of the people of West Virginia consistent with the by-laws of the Foundation documents and this MOU.

8. Nothing in this MOU alters or changes the Parties' rights to pursue their own claims in litigation, subject to Paragraph E. Rather, the intent of this MOU is to join the Parties together regarding the distribution of the proceeds of settlements with or judgments against Pharmaceutical Supply Chain Participants for the benefit of all West Virginians and ensure that settlement monies are spent consistent with the Approved Purposes set forth in Exhibit A.
9. Any settlement, judgment and/or other remedy arising out of *City of Huntington v. AmerisourceBergen Drug Corporation, et al.* (Civil Action No. 3:17-01362) and/or *Cabell County Commission v. AmerisourceBergen Drug Corporation, et al.* (Civil Action No. 3:17-01665) pending in the United States District Court for the Southern District of West Virginia (Faber, J.) ("CT2") is specifically excluded from this MOU.

C. The Opioid Foundation

1. The Parties shall create a private section 501(c)(3) Opioid Foundation ("Foundation") with a governing board ("Board"), a panel of experts ("Expert Panel"), and such other regional entities as may be necessary for the purpose of receiving and disbursing Opioid Funds and other purposes as set forth both herein and in the documents establishing the Foundation. The Foundation will allow Local Governments to take advantage of economies of scale and will partner with the State to increase revenue streams.
2. Each Region shall create their own governance structure, ensuring that all Local Governments have input and equitable representation regarding regional decisions including representation on the board and selection of projects to be funded from the Regional Share Calculation. The Expert Panel may consult with and may make recommendations to Regions on projects, services and/or expenses to be funded. Regions shall have the responsibility to make decisions that will allocate funds to projects, services and/or expenses that will equitably serve the needs of the entire Region.
3. Board Composition

The Board will consist of 11 members comprising representation as follows:

- a. To represent the interests of the State, five appointees of the governor, subject to confirmation by the Senate. The five appointees are intended to be limited to one from any given Region. If special circumstances are shown, this provision may be waived by a vote of four of the six Local Government members.
- b. To represent the interests of the Local Governments, six members, with one member selected from each Region. The Local Governments in each Region shall make the selection of the board member to represent their region.

4. Board terms will be staggered three-year terms. Board members may be reappointed.
5. Board members shall serve as fiduciaries of the Foundation separate and distinct from any representational capacity of the entity appointing the Board Member. Members of any regional governing structure shall likewise serve as fiduciaries of their Region separate and distinct from any representational capacity of the entity appointing the member.
6. Members of the board should have expertise in a variety of disciplines, such as substance abuse treatment, mental health, law enforcement, pharmacology, finance, and healthcare policy and management. Drawing Board members from these disciplines will help to ensure that the Board will make appropriate and prudent investments in order to meet short-term and long-term goals.
7. Six members of the Board shall constitute a quorum. Members of the Board may participate in meetings by telephone or video conference or may select a designee to attend and vote if the Board member is unavailable to attend a board meeting.
8. The Foundation shall have an Executive Director appointed by the Attorney General after consultation with the Board. The Board may reject the Attorney General's selection of the Executive Director only on the affirmative vote of eight members of the board. The Executive Director shall have at least six years' experience in healthcare, finance and management and will be responsible for the management, organization, and preservation of the public/private partnership's records. The Executive Director may be removed by the Board upon the concurrence of the votes of three-fourths of the members of the Board. The Executive Director shall have the right to attend all Board meetings unless otherwise excused but shall vote only in the event of a tie.
9. The Board shall appoint the Expert Panel. The Expert Panel should include experts in the fields of substance abuse treatment, mental health, law enforcement, pharmacology, finance, and healthcare policy and management. The purpose of the Expert Panel is to assist the Board in making decisions about strategies for abating the opioid epidemic in local communities around the state. The Executive Director and any member of the Board shall have the right to attend all meetings of the Expert Panel.
10. The governance of the Board and the criteria to be established for disbursement of funds shall be guided by the recognition that expenditures should insure the efficient and effective abatement of the opioid epidemic, the enforcement of laws to curb the use of opioids, and the prevention of future addiction and substance misuse based upon an intensity and needs basis. All expenditures must be consistent with the categories of Approved Purposes as set forth in Exhibit A hereto.

11. Disbursement of Foundation Share by the Board
 - a. The Foundation Board shall develop and approve procedures for the disbursement of Opioid Funds of the Foundation consistent with this Memorandum of Understanding.
 - b. Funds for statewide programs, innovation, research, and education may also be expended by the Foundation from the Foundation Share, from the State Share (as directed by the State), or from sources other than Opioid Funds as provided below.
 - c. The Foundation shall spend 20% of its annual budget in the six regions during the Foundation's first seven years of funding to be divided according to each Region's fixed Regional Share Calculation. After seven years, all regional spending will be as set forth in Section 11(d), below. Regions may, after consulting with the Expert Panel, expend the sums received under this Section 11(c) for any Approved Purposes.
 - d. After the Regional Shares are distributed as set forth in Section 11(c), the Disbursement of Funds from the Foundation Share approved for disbursement by the Board for Approved Purposes shall be disbursed based on an evidence-based evaluation of need after consultation with the Expert Panel. The Parties do not intend to require any specific regional allocation of the Foundation Share other than those distributed pursuant to Paragraph 11(c).
 - e. Regions may collaborate with other Regions to submit joint proposals.
 - f. The proposed procedures shall set forth the role of the Expert Panel in advising the Regions and the Board concerning disbursements of Opioid Funds of the Foundation as set forth in this MOU.
 - g. Within 90 days of the first receipt of any Opioid Funds and annually thereafter, the Board, after receiving counsel from its investment advisors and Expert Panel, shall determine the amount and timing of Foundation funds to be distributed annually. In making this determination, the Board shall consider: (a) Pending requests for Opioid Funds from communities, entities, or regions; (b) the total Opioid Funds available; (c) the timing of anticipated receipts of future Opioid Funds; (d) non-Opioid funds received by the Foundation; (e) investment income; and (f) long-term financial viability of the Foundation. The Foundation may disburse its principal and interest with the aim towards an efficient, expeditious abatement of the Opioid crisis considering long term and short-term strategies.
12. The Foundation, Expert Panel, and any other entities under the supervision of the Foundation, including the Regions, shall operate in a transparent manner. Meetings

should be open. All operations of the Foundation and all Foundation supervised entities, including the Regions, shall be subject to audit and review by the Attorney General and/or other appropriate State officials.

13. Each Local Government shall submit an annual financial report to the Foundation no later than April 30 of each year specifying the amounts spent on Approved Purposes within the Region during the previous fiscal year. A report for each Region shall be prepared no later than thirty days thereafter. Each Region's report shall incorporate the information disclosed in each Local Government's annual report generated pursuant to Section B(4), above. Each Region's report shall specify (i) the amount of Opioid Funds received, (ii) the amount of Opioid Funds disbursed or applied during the previous fiscal year, broken down by categories of Approved Uses (indicating the name of the recipient, the amount awarded, a description of the use of the award, and disbursement terms), and (iii) impact information measuring or describing the progress of the Approved Use strategies.
14. The Foundation shall publish a consolidated report detailing annual financial expenditures within 15 days of the last day of the state fiscal year covered by the report.
15. The Foundation shall consult with a professional investment advisor to adopt a Foundation investment policy that will seek to assure that the Foundation's investments are appropriate, prudent, and consistent with best practices for investments of public funds. The investment policy shall be designed to meet the Foundation's long and short-term goals.
16. The Foundation and any Foundation supervised entity may receive funds including stocks, bonds, real property, government grants, private-sector donations, and cash in addition to the proceeds of the Litigation. These Non-Opioid additional funds shall be subject only to the limitations, if any, contained in the individual award, grant, donation, gift, bequest, or deposit consistent with the mission of the Foundation.

D. Payment of Attorneys' Fees and Litigation Expenses

Payment of all Attorneys' Fees and Litigation Expenses shall be awarded consistent with the orders of the Court and upon recommendation of Judge Christopher Wilkes (WVMLP Special Master). Such award shall be final and non-appealable.

E. Authority to Negotiate and Announcing Resolution of Claims

1. The Court has established three case tracks.
 - a. Manufacturers and Pharmacy claims are to be coordinated by the office of Attorney General Morrissey and his designated counsel. The Attorney General shall retain the authority over resolution of those claims after

consultation and coordination with Local Governments subject to Court approval.

- b. The Distributor Claims are to be coordinated by Co-Lead Counsel Paul Farrell, Jr. and Robert Fitzsimmons. The Co-Leads shall retain the authority over resolution of those claims after consultation and coordination with Local Governments and their counsel and the Attorney General and his designated counsel.

2. If there is any resolution of any claim before the Court, it will be announced and presented to the Court jointly by the Attorney General and the Local Governments for Approval.

F. Amendments

The Parties agree to make such amendments as necessary to implement the general principles of this MOU.

EXHIBIT A

SCHEDULE A - CORE STRATEGIES

The Parties shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies ("**Core Strategies**").¹

A. NALOXONE OR OTHER FDA-APPROVED DRUG TO REVERSE OPIOID OVERDOSES

1. Expand training for first responders, schools, community support groups and families; and
2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed services.

B. MEDICATION-ASSISTED TREATMENT ("MAT") DISTRIBUTION AND OTHER OPIOID-RELATED TREATMENT

1. Increase distribution of MAT to individuals who are uninsured or whose insurance does not cover the needed service;
2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;
3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and
4. Treatment and Recovery Support Services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication and with other support services.

C. PREGNANT & POSTPARTUM WOMEN

1. Expand Screening, Brief Intervention, and Referral to Treatment ("SBIRT") services to non-Medicaid eligible or uninsured pregnant women;
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women and co-occurring Opioid Use Disorder ("OUD") and other substance Use Disorder ("SUD")/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and

¹As used in this Schedule A, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs. Priorities will be established by the Opioid Abatement Foundation.

3. Provide comprehensive wrap-around services to individuals with Opioid Use Disorder (OUD) including housing, transportation, job placement/training, and childcare.

D. EXPANDING TREATMENT FOR NEONATAL ABSTINENCE SYNDROME

1. Expand comprehensive evidence-based treatment and recovery support for NAS babies;
2. Expand services for better continuation of care with infant-need dyad; and
3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

E. EXPANSION OF WARM HAND-OFF PROGRAMS AND RECOVERY SERVICES

1. Expand services such as on-call teams to begin MAT in hospital emergency departments;
2. Expand warm hand-off services to transition to recovery services;
3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions;
4. Provide comprehensive wrap-around services to individuals in recovery including housing, transportation, job placement/training, and childcare; and
5. Hire additional social workers or other behavioral health workers to facilitate expansion above.

F. TREATMENT FOR INCARCERATED POPULATION

1. Provide evidence-based treatment and recovery support including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and
2. Increase funding for jails to provide treatment to inmates with OUD.

G. PREVENTION PROGRAMS

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);
2. Funding for evidence-based prevention programs in schools;

3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);
4. Funding for community drug disposal programs; and
5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. EVIDENCE-BASED DATA COLLECTION AND RESEARCH ANALYZING THE EFFECTIVENESS OF THE ABATEMENT STRATEGIES WITHIN THE STATE.

I. LAW ENFORCEMENT

1. Funding for law enforcement efforts to curtail the sale, distribution, promotion or use of opioids and other drugs to reduce the oversupply of licit and illicit opioids, including regional jail fees.

J. RESEARCH

Research to ameliorate the opioid epidemic and to identify new tools to reduce and address opioid addiction. Holistically seek to address the problem from a supply, demand, and educational perspective. Ensure tools exist to provide law enforcement with appropriate enforcement to address needs.

SCHEDULE B - APPROVED USES

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:²

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

1. Support treatment of Opioid Use Disorder (OUD) and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support intervention, treatment, and recovery services, offered by qualified professionals and service providers, including but not limited to faith-based organizations or peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Treatment of trauma for individuals with OUD (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.
8. Training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach

² As used in this Schedule B, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs. Priorities will be established by the Opioid Abatement Foundation.

specialists, including telementoring to assist community-based providers in rural or underserved areas.

9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
10. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.

Scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SLTD or mental health conditions, including but not limited to training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.

11. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
12. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.
13. Development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, case management, and connections to community-based services.
3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.
5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
10. Engage and support non-profits, faith-based communities, and community coalitions to support, house, and train people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
11. Training and development of procedures for government staff to appropriately interact with and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions.
14. Create and/or support recovery high schools.
15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

**C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED
(CONNECTIONS TO CARE)**

Provide connections to care for people who have - or are at risk of developing - OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OLT treatment.
2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as on-call teams to begin MAT in hospital emergency departments.
6. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.
8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.

11. Expand warm hand-off services to transition to recovery services.
12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace.
14. Support assistance programs for health care providers with OUD.
15. Engage and support non-profits and the faith-based community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
 - a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);
 - b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
 - c. "Naloxone Plus" strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 - d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;
 - e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or

- f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts that provide evidence-based options for persons with OLTD and any co-occurring SUD/MH conditions.
4. Provide evidence-informed treatment, including MAT, recovery support, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison, have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (NAS), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women — or women who could become pregnant — who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.

2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; expand long-term treatment and services for medical monitoring of NAS babies and their families.
5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.
6. Child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
7. Enhanced family supports and childcare services for parents with OUD and any co-occurring SUD/MH conditions.
8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including but not limited to parent skills training.
10. Support for Children's Services — Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund medical provider education and outreach regarding best prescribing practices for opioids consistent with the Guidelines for Prescribing Opioids for Chronic Pain

from the U.S. Centers for Disease Control and Prevention, or other recognized Best Practice guidelines, including providers at hospitals (academic detailing).

2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:
 - a. Increase the number of prescribers using PDMPs;
 - b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or
 - c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.
6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.
7. Increase electronic prescribing to prevent diversion or forgery.
8. Educate Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund media campaigns to prevent opioid misuse.
2. Corrective advertising or affirmative public education campaigns based on evidence.
3. Public education relating to drug disposal.

4. Drug take-back disposal or destruction programs.
5. Fund community anti-drug coalitions that engage in drug prevention efforts.
6. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction — including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).
7. Engage and support non-profits and faith-based communities as systems to support prevention.
8. Fund evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER OPIOID-RELATED INJURIES

Support efforts to prevent or reduce overdose deaths or other opioid-related injuries through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, and community outreach workers, persons being released from jail or prison, or other members of the general public.

2. Public health entities providing free naloxone to anyone in the community.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
10. Support mobile units that offer or provide referrals to treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
11. Support screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in Section C, D and H relating to first responders, support the following:

1. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitations, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing negative outcomes related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid- or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.
3. Invest in infrastructure or staffing at government, law enforcement, or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of reducing the oversupply of opioids, preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, law enforcement, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on novel prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).
7. Epidemiological surveillance of OUD-related behaviors in critical populations including individuals entering the criminal justice system, including but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (ADAM) system.
8. Qualitative and quantitative research regarding public health risks within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

M. LAW ENFORCEMENT

Ensure appropriate resources for law enforcement to engage in enforcement and possess adequate equipment, tools, and manpower to address complexity of the opioid problem.

EXHIBIT B. OPIOID REGIONAL MAP

Region 1

Brooke, Hancock, Ohio
Marshall and Wetzel Counties

Region 3

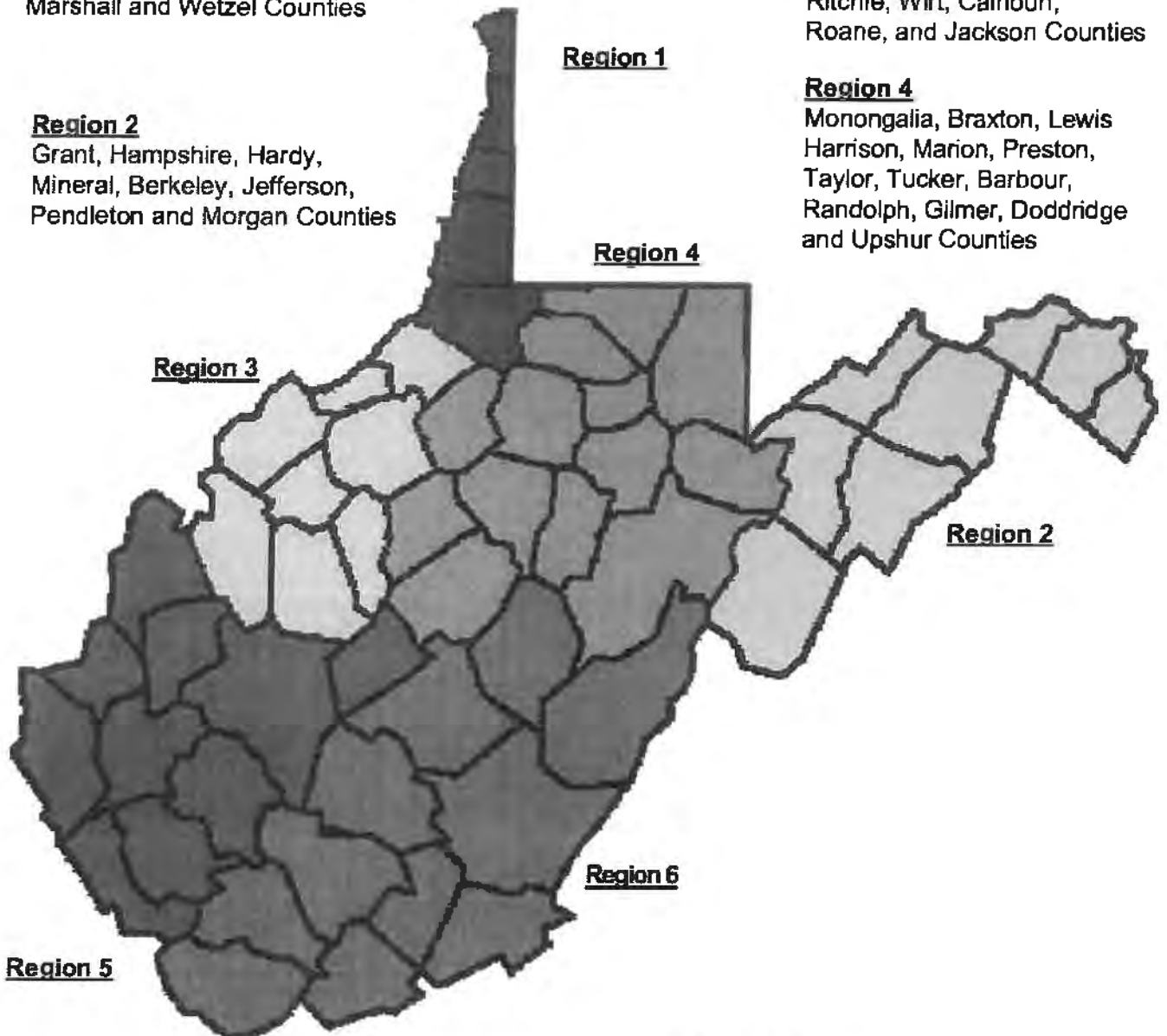
Wood, Tyler, Pleasants,
Ritchie, Wirt, Calhoun,
Roane, and Jackson Counties

Region 2

Grant, Hampshire, Hardy,
Mineral, Berkeley, Jefferson,
Pendleton and Morgan Counties

Region 4

Monongalia, Braxton, Lewis
Harrison, Marion, Preston,
Taylor, Tucker, Barbour,
Randolph, Gilmer, Doddridge
and Upshur Counties



Region 1

Region 4

Region 3

Region 2

Region 6

Region 5

Region 5

Cabell, Clay, Boone, Kanawha,
Lincoln, Logan, Putnam, Mason,
Mingo, and Wayne Counties

Region 6

Fayette, Monroe, Raleigh, Summers,
Nicholas, Webster, Greenbrier,
Pocahontas, Mercer, Wyoming, and
McDowell Counties

1

Exhibit C (Allocations to Subdivisions)

Allocation to West Virginia Counties and Municipalities (NOT Including Cabell County and Huntington)

Government Name	County	WV Share (%)
ADDISON TOWN	WEBSTER	0.0191%
ALBRIGHT TOWN	PRESTON	0.0001%
ALDERSON TOWN	GREENBRIER/MONROE	0.0037%
ANAWALT TOWN	MCDOWELL	0.0008%
ANMOORE TOWN	HARRISON	0.0083%
ANSTED TOWN	FAYETTE	0.0024%
ATHENS TOWN	MERCER	0.0003%
AUBURN TOWN	RITCHIE	0.0001%
BANCROFT TOWN	PUTNAM	0.0002%
BARBOUR COUNTY	BARBOUR	0.3900%
BARBOURSVILLE VILLAGE	CABELL	0.4372%
BARRACKVILLE TOWN	MARION	0.0016%
BATH (BERKELEY SPRINGS) TOWN	MORGAN	0.0068%
BAYARD TOWN	GRANT	0.0000%
BECKLEY CITY	RALEIGH	3.7259%
BEECH BOTTOM VILLAGE	BROOKE	0.0003%
BELINGTON TOWN	BARBOUR	0.0355%
BELLE TOWN	KANAWHA	0.0411%
BELMONT CITY	PLEASANTS	0.0002%
BENWOOD CITY	MARSHALL	0.0076%
BERKELEY COUNTY	BERKELEY	3.5839%
BETHANY TOWN	BROOKE	0.0005%
BETHLEHEM VILLAGE	OHIO	0.0020%
BEVERLY TOWN	RANDOLPH	0.0008%
BLACKSVI LLE TOWN	MONONGALIA	0.0003%
BLUEFIELD CITY	MERCER	0.1794%
BOLIVAR TOWN	JEFFERSON	0.0058%
BOONE COUNTY	BOONE	3.1744%
BRADSHAW TOWN	MCDOWELL	0.0012%
BRAMWELL TOWN	MERCER	0.0003%
BRANDONVILLE TOWN	PRESTON	0.0001%
BRAXTON COUNTY	BRAXTON	0.5244%
BRIDGEPORT CITY	HARRISON	0.0761%
BROOKE COUNTY	BROOKE	1.0924%
BRUCETON MILLS TOWN	PRESTON	0.0002%
BUCKHANNON CITY	UPSHUR	0.1667%
BUFFALO TOWN	PUTNAM	0.0009%
BURNSVILLE TOWN	BRAXTON	0.0029%
CABELL COUNTY	CABELL	0.0000%

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Exhibit C (Allocations to Subdivisions)

Government Name	County	WV Share (%)
CAIRO TOWN	RITCHIE	0.0002%
CALHOUN COUNTY	CALHOUN	0.1767%
CAMDEN-ON-GAULEY TOWN	WEBSTER	0.0003%
CAMERON CITY	MARSHALL	0.0021%
CAPON BRIDGE TOWN	HAMPSHIRE	0.0024%
CARPENDALE TOWN	MINERAL	0.0002%
CEDAR GROVE TOWN	KANAWHA	0.0008%
CEREDO CITY	WAYNE	0.1678%
CHAPMANVILLE TOWN	LOGAN	0.1592%
CHARLES TOWN CITY	JEFFERSON	0.2924%
CHARLESTON CITY	KANAWHA	6.7218%
CHESAPEAKE TOWN	KANAWHA	0.0180%
CHESTER CITY	HANCOCK	0.0077%
CLARKSBURG CITY	HARRISON	1.1365%
CLAY COUNTY	CLAY	0.3373%
CLAY TOWN	CLAY	0.0001%
CLEARVIEW VILLAGE	OHIO	0.0001%
CLENDENIN TOWN	KANAWHA	0.0257%
COWEN TOWN	WEBSTER	0.0012%
DANVILLE TOWN	BOONE	0.0012%
DAVIS TOWN	TUCKER	0.0002%
DAVY TOWN	MCDOWELL	0.0006%
DELBARTON TOWN	MINGO	0.0517%
DODDRIDGE COUNTY	DODDRIDGE	0.2312%
DUNBAR CITY	KANAWHA	0.2917%
DURBIN TOWN	POCAHONTAS	0.0001%
EAST BANK TOWN	KANAWHA	0.0008%
ELEANOR TOWN	PUTNAM	0.0144%
ELIZABETH TOWN	WIRT	0.0048%
ELK GARDEN TOWN	MINERAL	0.0007%
ELKINS CITY	RANDOLPH	0.0321%
ELLENBORO TOWN	RITCHIE	0.0003%
FAIRMONT CITY	MARION	0.6852%
FAIRVIEW TOWN	MARION	0.0007%
FALLING SPRING TOWN	GREENBRIER	0.0000%
FARMINGTON TOWN	MARION	0.0002%
FAYETTE COUNTY	FAYETTE	1.6411%
FAYETTEVILLE TOWN	FAYETTE	0.1828%
FLATWOODS TOWN	BRAXTON	0.0007%
FLEMINGTON TOWN	TAYLOR	0.0000%
FOLLANSBEE CITY	BROOKE	0.0123%
FORT GAY TOWN	WAYNE	0.0324%
FRANKLIN TOWN	PENDLETON	0.0014%
FRIENDLY TOWN	TYLER	0.0000%
GARY CITY	MCDOWELL	0.0012%

Exhibit C (Allocations to Subdivisions)

Government Name	County	WV Share (%)
GASSAWAY TOWN	BRAXTON	0.0024%
GAULEY BRIDGE TOWN	FAYETTE	0.0531%
GILBERT TOWN	MINGO	0.0728%
GILMER COUNTY	GILMER	0.1919%
GLASGOW TOWN	KANAWHA	0.0016%
GLEN DALE CITY	MARSHALL	0.0050%
GLENVILLE TOWN	GILMER	0.0169%
GRAFTON CITY	TAYLOR	0.4640%
GRANT COUNTY	GRANT	0.3394%
GRANT TOWN TOWN	MARION	0.0109%
GRANTSVILLE TOWN	CALHOUN	0.0012%
GRANVILLE TOWN	MONONGALIA	0.1649%
GREENBRIER COUNTY	GREENBRIER	1.4386%
HAMBLETON TOWN	TUCKER	0.0001%
HAMLIN TOWN	LINCOLN	0.0703%
HAMPSHIRE COUNTY	HAMPSHIRE	0.0869%
HANCOCK COUNTY	HANCOCK	1.6106%
HANDLEY TOWN	KANAWHA	0.0007%
HARDY COUNTY	HARDY	0.2815%
HARMAN TOWN	RANDOLPH	0.0002%
HARPERS FERRY TOWN	JEFFERSON	0.0095%
HARRISON COUNTY	HARRISON	1.3251%
HARRISVILLE TOWN	RITCHIE	0.0045%
HARTFORD CITY TOWN	MASON	0.0001%
HEDGESVILLE TOWN	BERKELEY	0.0001%
HENDERSON TOWN	MASON	0.0002%
HENDRICKS TOWN	TUCKER	0.0001%
HILLSBORO TOWN	POCAHONTAS	0.0001%
HINTON CITY	SUMMERS	0.4106%
HUNDRED TOWN	WETZEL	0.0001%
HUNTINGTON CITY	CABELL/WAYNE	0.0000%
HURRICANE CITY	PUTNAM	0.2140%
HUTTONSVILLE TOWN	RANDOLPH	0.0000%
IAEGER TOWN	MCDOWELL	0.0006%
JACKSON COUNTY	JACKSON	0.8319%
JANE LEW TOWN	LEWIS	0.0010%
JEFFERSON COUNTY	JEFFERSON	1.7496%
JUNIOR TOWN	BARBOUR	0.0036%
KANAWHA COUNTY	KANAWHA	3.6016%
KENOVA CITY	WAYNE	0.2064%
KERMIT TOWN	MINGO	0.0294%
KEYSER CITY	MINERAL	0.0078%
KEYSTONE CITY	MCDOWELL	0.0018%
KIMBALL TOWN	MCDOWELL	0.0020%
KINGWOOD CITY	PRESTON	0.0046%

Exhibit C (Allocations to Subdivisions)

Government Name	County	WV Share (%)
LEON TOWN	MASON	0.0000%
LESTER TOWN	RALEIGH	0.0310%
LEWIS COUNTY	LEWIS	0.4053%
LEWISBURG CITY	GREENBRIER	0.3917%
LINCOLN COUNTY	LINCOLN	1.3818%
LOGAN CITY	LOGAN	0.4429%
LOGAN COUNTY	LOGAN	3.7315%
LOST CREEK TOWN	HARRISON	0.0001%
LUMBERPORT TOWN	HARRISON	0.0027%
MABSCOTT TOWN	RALEIGH	0.0512%
MADISON CITY	BOONE	0.0578%
MAN TOWN	LOGAN	0.0025%
MANNINGTON CITY	MARION	0.0030%
MARION COUNTY	MARION	1.0540%
MARLINTON TOWN	POCAHONTAS	0.0009%
MARMET CITY	KANAWHA	0.0061%
MARSHALL COUNTY	MARSHALL	0.8648%
MARTINSBURG CITY	BERKELEY	3.5343%
MASON COUNTY	MASON	1.3496%
MASON TOWN	MASON	0.0028%
MASONTOWN TOWN	PRESTON	0.0008%
MATEWAN TOWN	MINGO	0.0718%
MATOAKA TOWN	MERCER	0.0002%
MCDOWELL COUNTY	MCDOWELL	3.2036%
MCMECHEN CITY	MARSHALL	0.0079%
MEADOW BRIDGE TOWN	FAYETTE	0.0005%
MERCER COUNTY	MERCER	0.3738%
MIDDLEBOURNE TOWN	TYLER	0.0003%
MILL CREEK TOWN	RANDOLPH	0.0000%
MILTON TOWN	CABELL	0.1485%
MINERAL COUNTY	MINERAL	0.8526%
MINGO COUNTY	MINGO	2.9452%
MITCHELL HEIGHTS TOWN	LOGAN	0.0010%
MONONGAH TOWN	MARION	0.0028%
MONONGALIA COUNTY	MONONGALIA	1.4987%
MONROE COUNTY	MONROE	0.5766%
MONTGOMERY CITY	FAYETTE/KANAWHA	0.1004%
MONTROSE TOWN	RANDOLPH	0.0001%
MOOREFIELD TOWN	HARDY	0.0092%
MORGAN COUNTY	MORGAN	0.7095%
MORGANTOWN CITY	MONONGALIA	0.1330%
MOUNDSVILLE CITY	MARSHALL	0.3175%
MOUNT HOPE CITY	FAYETTE	0.0918%
MULLENS CITY	WYOMING	0.3675%
NEW CUMBERLAND CITY	HANCOCK	0.0034%

Exhibit C (Allocations to Subdivisions)

Government Name	County	WV Share (%)
NEW HAVEN TOWN	MASON	0.0057%
NEW MARTINSVILLE CITY	WETZEL	0.0019%
NEWBURG TOWN	PRESTON	0.0012%
NICHOLAS COUNTY	NICHOLAS	0.2115%
NITRO CITY	KANAWHA/PUTNAM	0.2710%
NORTH HILLS TOWN	WOOD	0.0016%
NORTHFORK TOWN	MCDOWELL	0.0006%
NUTTER FORT TOWN	HARRISON	0.1025%
OAK HILL CITY	FAYETTE	0.3993%
OAKVALE TOWN	MERCER	0.0001%
OCEANA TOWN	WYOMING	0.3269%
OHIO COUNTY	OHIO	0.5595%
PADEN CITY CITY	WETZEL/TYLER	0.0073%
PARKERSBURG CITY	WOOD	1.7126%
PARSONS CITY	TUCKER	0.0005%
PAW PAW TOWN	MORGAN	0.0019%
PAX TOWN	FAYETTE	0.0083%
PENDLETON COUNTY	PENDLETON	0.1789%
PENNSBORO CITY	RITCHIE	0.0004%
PETERSBURG CITY	GRANT	0.0012%
PETERSTOWN TOWN	MONROE	0.0014%
PHILIPPI CITY	BARBOUR	0.0919%
PIEDMONT TOWN	MINERAL	0.0007%
PINE GROVE TOWN	WETZEL	0.0002%
PINEVILLE TOWN	WYOMING	0.1284%
PLEASANT VALLEY CITY	MARION	0.0011%
PLEASANTS COUNTY	PLEASANTS	0.1406%
POCA TOWN	PUTNAM	0.0003%
POCAHONTAS COUNTY	POCAHONTAS	0.3759%
POINT PLEASANT CITY	MASON	0.1406%
PRATT TOWN	KANAWHA	0.0014%
PRESTON COUNTY	PRESTON	0.8811%
PRINCETON CITY	MERCER	4.6088%
PULLMAN TOWN	RITCHIE	0.0001%
PUTNAM COUNTY	PUTNAM	1.7741%
QUINWOOD TOWN	GREENBRIER	0.0182%
RAINELLE TOWN	GREENBRIER	0.0266%
RALEIGH COUNTY	RALEIGH	5.5343%
RANDOLPH COUNTY	RANDOLPH	0.7294%
RANSON CORPORATION	JEFFERSON	0.0234%
RAVENSWOOD CITY	JACKSON	0.0959%
REEDSVILLE TOWN	PRESTON	0.0007%
REEDY TOWN	ROANE	0.0000%
RHODELL TOWN	RALEIGH	0.0014%
RICHWOOD CITY	NICHOLAS	0.0103%

Exhibit C (Allocations to Subdivisions)

Government Name	County	WV Share (%)
RIDGELEY TOWN	MINERAL	0.0027%
RIPLEY CITY	JACKSON	0.0921%
RITCHIE COUNTY	RITCHIE	0.2018%
RIVESVILLE TOWN	MARION	0.0010%
ROANE COUNTY	ROANE	0.5653%
ROMNEY CITY	HAMPSHIRE	0.0614%
RONCEVERTE CITY	GREENBRIER	0.0960%
ROWLESBURG TOWN	PRESTON	0.0024%
RUPERT TOWN	GREENBRIER	0.0073%
SALEM CITY	HARRISON	0.0042%
SAND FORK TOWN	GILMER	0.0003%
SHEPHERDSTOWN TOWN	JEFFERSON	0.0088%
SHINNSTON CITY	HARRISON	0.1066%
SISTERSVILLE CITY	TYLER	0.2085%
SMITHERS CITY	FAYETTE/KANAWHA	0.0383%
SMITHFIELD TOWN	WETZEL	0.0001%
SOPHIA TOWN	RALEIGH	0.0409%
SOUTH CHARLESTON CITY	KANAWHA	0.9750%
SPENCER CITY	ROANE	0.0646%
ST. ALBANS CITY	KANAWHA	0.4843%
ST. MARYS CITY	PLEASANTS	0.0623%
STAR CITY TOWN	MONONGALIA	0.0414%
STONEWOOD CITY	HARRISON	0.0478%
SUMMERS COUNTY	SUMMERS	0.3559%
SUMMERSVILLE CITY	NICHOLAS	1.6957%
SUTTON TOWN	BRAXTON	0.0210%
SYLVESTER TOWN	BOONE	0.0003%
TAYLOR COUNTY	TAYLOR	0.0431%
TERRA ALTA TOWN	PRESTON	0.0015%
THOMAS CITY	TUCKER	0.0002%
THURMOND TOWN	FAYETTE	0.0000%
TRIADELPHIA TOWN	OHIO	0.0003%
TUCKER COUNTY	TUCKER	0.1255%
TUNNELTON TOWN	PRESTON	0.0006%
TYLER COUNTY	TYLER	0.0204%
UNION TOWN	MONROE	0.0006%
UPSHUR COUNTY	UPSHUR	0.5108%
VALLEY GROVE VILLAGE	OHIO	0.0001%
VIENNA CITY	WOOD	0.2838%
WAR CITY	MCDOWELL	0.0020%
WARDENSVILLE TOWN	HARDY	0.0013%
WAYNE COUNTY	WAYNE	2.3586%
WAYNE TOWN	WAYNE	0.0356%
WEBSTER COUNTY	WEBSTER	0.3765%
WEIRTON CITY	HANCOCK/BROOKE	1.3728%

Exhibit C (Allocations to Subdivisions)

Government Name	County	WV Share (%)
WELCH CITY	MCDOWELL	0.1195%
WELLSBURG CITY	BROOKE	0.0069%
WEST HAMLIN TOWN	LINCOLN	0.0380%
WEST LIBERTY TOWN	OHIO	0.0025%
WEST LOGAN TOWN	LOGAN	0.0162%
WEST MILFORD TOWN	HARRISON	0.0015%
WEST UNION TOWN	DODDRIDGE	0.0007%
WESTON CITY	LEWIS	0.0096%
WESTOVER CITY	MONONGALIA	0.0094%
WETZEL COUNTY	WETZEL	0.4889%
WHEELING CITY	OHIO/MARSHALL	1.0692%
WHITE HALL TOWN	MARION	0.0028%
WHITE SULPHUR SPRINGS CITY	GREENBRIER	0.1585%
WHITESVILLE TOWN	BOONE	0.0148%
WILLIAMSON CITY	MINGO	0.3916%
WILLIAMSTOWN CITY	WOOD	0.0567%
WINDSOR HEIGHTS VILLAGE	BROOKE	0.0001%
WINDFIELD TOWN	PUTNAM	0.0307%
WIRT COUNTY	WIRT	0.1075%
WOMELSDORF (COALTON) TOWN	RANDOLPH	0.0010%
WOOD COUNTY	WOOD	1.0924%
WORTHINGTON TOWN	MARION	0.0003%
WYOMING COUNTY	WYOMING	4.0024%
Totals		100.0000%

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Exhibit C (Allocations to Subdivisions)

Allocation to West Virginia Counties and Municipalities (Including Cabell County and Huntington)

Government Name	County	WV Share (%)
ADDISON TOWN	WEBSTER	0.0174%
ALBRIGHT TOWN	PRESTON	0.0001%
ALDERSON TOWN	GREENBRIER/MONROE	0.0034%
ANAWALT TOWN	MCDOWELL	0.0007%
ANMOORE TOWN	HARRISON	0.0076%
ANSTED TOWN	FAYETTE	0.0022%
ATHENS TOWN	MERCER	0.0003%
AUBURN TOWN	RITCHIE	0.0001%
BANCROFT TOWN	PUTNAM	0.0001%
BARBOUR COUNTY	BARBOUR	0.3541%
BARBOURSVILLE VILLAGE	CABELL	0.3969%
BARRACKVILLE TOWN	MARION	0.0015%
BATH (BERKELEY SPRINGS) TOWN	MORGAN	0.0062%
BAYARD TOWN	GRANT	0.0000%
BECKLEY CITY	RALEIGH	3.3824%
BEECH BOTTOM VILLAGE	BROOKE	0.0003%
BELINGTON TOWN	BARBOUR	0.0322%
BELLE TOWN	KANAWHA	0.0373%
BELMONT CITY	PLEASANTS	0.0002%
BENWOOD CITY	MARSHALL	0.0070%
BERKELEY COUNTY	BERKELEY	3.2534%
BETHANY TOWN	BROOKE	0.0005%
BETHLEHEM VILLAGE	OHIO	0.0018%
BEVERLY TOWN	RANDOLPH	0.0008%
BLACKSVILLE TOWN	MONONGALIA	0.0002%
BLUEFIELD CITY	MERCER	0.1629%
BOLIVAR TOWN	JEFFERSON	0.0053%
BOONE COUNTY	BOONE	2.8817%
BRADSHAW TOWN	MCDOWELL	0.0011%
BRAMWELL TOWN	MERCER	0.0003%
BRANDONVILLE TOWN	PRESTON	0.0001%
BRAXTON COUNTY	BRAXTON	0.4761%
BRIDGEPORT CITY	HARRISON	0.0694%
BROOKE COUNTY	BROOKE	0.9916%
BRUCETON MILLS TOWN	PRESTON	0.0002%
BUCKHANNON CITY	UPSHUR	0.1513%
BUFFALO TOWN	PUTNAM	0.0008%
BURNSVILLE TOWN	BRAXTON	0.0026%

Revised 9/29/2020

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Exhibit C (Allocations to Subdivisions)

Government Name	County	WV Share (%)
CABELL COUNTY	CABELL	3.2406%
CAIRO TOWN	RITCHIE	0.0002%
CALHOUN COUNTY	CALHOUN	0.1604%
CAMDEN-ON-GAULEY TOWN	WEBSTER	0.0002%
CAMERON CITY	MARSHALL	0.0019%
CAPON BRIDGE TOWN	HAMPSHIRE	0.0022%
CARPENDALE TOWN	MINERAL	0.0002%
CEDAR GROVE TOWN	KANAWHA	0.0007%
CEREDO CITY	WAYNE	0.1523%
CHAPMANVILLE TOWN	LOGAN	0.1445%
CHARLES TOWN CITY	JEFFERSON	0.2655%
CHARLESTON CITY	KANAWHA	6.1020%
CHESAPEAKE TOWN	KANAWHA	0.0163%
CHESTER CITY	HANCOCK	0.0070%
CLARKSBURG CITY	HARRISON	1.0317%
CLAY COUNTY	CLAY	0.3062%
CLAY TOWN	CLAY	0.0000%
CLEARVIEW VILLAGE	OHIO	0.0001%
CLENDENIN TOWN	KANAWHA	0.0233%
COWEN TOWN	WEBSTER	0.0011%
DANVILLE TOWN	BOONE	0.0011%
DAVIS TOWN	TUCKER	0.0002%
DAVY TOWN	MCDOWELL	0.0005%
DELBARTON TOWN	MINGO	0.0469%
DODDRIDGE COUNTY	DODDRIDGE	0.2099%
DUNBAR CITY	KANAWHA	0.2648%
DURBIN TOWN	POCAHONTAS	0.0001%
EAST BANK TOWN	KANAWHA	0.0008%
ELEANOR TOWN	PUTNAM	0.0131%
ELIZABETH TOWN	WIRT	0.0043%
ELK GARDEN TOWN	MINERAL	0.0006%
ELKINS CITY	RANDOLPH	0.0293%
ELLENBORO TOWN	RITCHIE	0.0003%
FAIRMONT CITY	MARION	0.6220%
FAIRVIEW TOWN	MARION	0.0007%
FALLING SPRING TOWN	GREENBRIER	0.0000%
FARMINGTON TOWN	MARION	0.0002%
FAYETTE COUNTY	FAYETTE	1.4898%
FAYETTEVILLE TOWN	FAYETTE	0.1659%
FLATWOODS TOWN	BRAXTON	0.0006%
FLEMINGTON TOWN	TAYLOR	0.0000%
FOLLANSBEE CITY	BROOKE	0.0112%
FORT GAY TOWN	WAYNE	0.0294%
FRANKLIN TOWN	PENDLETON	0.0013%

Exhibit C (Allocations to Subdivisions)

Government Name	County	WV Share (%)
FRIENDLY TOWN	TYLER	0.0000%
GARY CITY	MCDOWELL	0.0011%
GASSAWAY TOWN	BRAXTON	0.0022%
GAULEY BRIDGE TOWN	FAYETTE	0.0482%
GILBERT TOWN	MINGO	0.0661%
GILMER COUNTY	GILMER	0.1742%
GLASGOW TOWN	KANAWHA	0.0015%
GLEN DALE CITY	MARSHALL	0.0045%
GLENVILLE TOWN	GILMER	0.0153%
GRAFTON CITY	TAYLOR	0.4212%
GRANT COUNTY	GRANT	0.3081%
GRANT TOWN TOWN	MARION	0.0099%
GRANTSVILLE TOWN	CALHOUN	0.0011%
GRANVILLE TOWN	MONONGALIA	0.1497%
GREENBRIER COUNTY	GREENBRIER	1.3059%
HAMBLETON TOWN	TUCKER	0.0001%
HAMLIN TOWN	LINCOLN	0.0638%
HAMPSHIRE COUNTY	HAMPSHIRE	0.0793%
HANCOCK COUNTY	HANCOCK	1.4621%
HANDLEY TOWN	KANAWHA	0.0006%
HARDY COUNTY	HARDY	0.2555%
HARMAN TOWN	RANDOLPH	0.0002%
HARPERS FERRY TOWN	JEFFERSON	0.0086%
HARRISON COUNTY	HARRISON	1.2029%
HARRISVILLE TOWN	RITCHIE	0.0041%
HARTFORD CITY TOWN	MASON	0.0001%
HEDGESVILLE TOWN	BERKELEY	0.0001%
HENDERSON TOWN	MASON	0.0002%
HENDRICKS TOWN	TUCKER	0.0001%
HILLSBORO TOWN	POCAHONTAS	0.0001%
HINTON CITY	SUMMERS	0.3727%
HUNDRED TOWN	WETZEL	0.0001%
HUNTINGTON CITY	CABELL/WAYNE	5.9777%
HURRICANE CITY	PUTNAM	0.1943%
HUTTONSVILLE TOWN	RANDOLPH	0.0000%
JAEGER TOWN	MCDOWELL	0.0005%
JACKSON COUNTY	JACKSON	0.7552%
JANE LEW TOWN	LEWIS	0.0009%
JEFFERSON COUNTY	JEFFERSON	1.5882%
JUNIOR TOWN	BARBOUR	0.0032%
KANAWHA COUNTY	KANAWHA	3.2694%
KENOVA CITY	WAYNE	0.1874%
KERMIT TOWN	MINGO	0.0267%
KEYSER CITY	MINERAL	0.0072%

Exhibit C (Allocations to Subdivisions)

Government Name	County	WV Share (%)
KEYSTONE CITY	MCDOWELL	0.0016%
KIMBALL TOWN	MCDOWELL	0.0019%
KINGWOOD CITY	PRESTON	0.0042%
LEON TOWN	MASON	0.0000%
LESTER TOWN	RALEIGH	0.0281%
LEWIS COUNTY	LEWIS	0.3679%
LEWISBURG CITY	GREENBRIER	0.3556%
LINCOLN COUNTY	LINCOLN	1.2544%
LOGAN CITY	LOGAN	0.4020%
LOGAN COUNTY	LOGAN	3.3874%
LOST CREEK TOWN	HARRISON	0.0000%
LUMBERPORT TOWN	HARRISON	0.0025%
MABSCOTT TOWN	RALEIGH	0.0465%
MADISON CITY	BOONE	0.0525%
MAN TOWN	LOGAN	0.0023%
MANNINGTON CITY	MARION	0.0028%
MARION COUNTY	MARION	0.9568%
MARLINTON TOWN	POCAHONTAS	0.0008%
MARMET CITY	KANAWHA	0.0055%
MARSHALL COUNTY	MARSHALL	0.7851%
MARTINSBURG CITY	BERKELEY	3.2084%
MASON COUNTY	MASON	1.2251%
MASON TOWN	MASON	0.0026%
MASONTOWN TOWN	PRESTON	0.0007%
MATEWAN TOWN	MINGO	0.0652%
MATOAKA TOWN	MERCER	0.0002%
MCDOWELL COUNTY	MCDOWELL	2.9082%
MCMECHEN CITY	MARSHALL	0.0072%
MEADOW BRIDGE TOWN	FAYETTE	0.0004%
MERCER COUNTY	MERCER	0.3393%
MIDDLEBOURNE TOWN	TYLER	0.0002%
MILL CREEK TOWN	RANDOLPH	0.0000%
MILTON TOWN	CABELL	0.1348%
MINERAL COUNTY	MINERAL	0.7740%
MINGO COUNTY	MINGO	2.6736%
MITCHELL HEIGHTS TOWN	LOGAN	0.0010%
MONONGAH TOWN	MARION	0.0026%
MONONGALIA COUNTY	MONONGALIA	1.3605%
MONROE COUNTY	MONROE	0.5234%
MONTGOMERY CITY	FAYETTE/KANAWHA	0.0912%
MONTROSE TOWN	RANDOLPH	0.0001%
MOOREFIELD TOWN	HARDY	0.0084%
MORGAN COUNTY	MORGAN	0.6441%
MORGANTOWN CITY	MONONGALIA	0.1213%

Exhibit C (Allocations to Subdivisions)

Government Name	County	WV Share (%)
MOUNDSVILLE CITY	MARSHALL	0.2882%
MOUNT HOPE CITY	FAYETTE	0.0834%
MULLENS CITY	WYOMING	0.3336%
NEW CUMBERLAND CITY	HANCOCK	0.0031%
NEW HAVEN TOWN	MASON	0.0052%
NEW MARTINSVILLE CITY	WETZEL	0.0018%
NEWBURG TOWN	PRESTON	0.0011%
NICHOLAS COUNTY	NICHOLAS	0.1920%
NITRO CITY	KANAWHA/PUTNAM	0.2460%
NORTH HILLS TOWN	WOOD	0.0015%
NORTHFORK TOWN	MCDOWELL	0.0005%
NUTTER FORT TOWN	HARRISON	0.0930%
OAK HILL CITY	FAYETTE	0.3625%
OAKVALE TOWN	MERCER	0.0001%
OCEANA TOWN	WYOMING	0.2967%
OHIO COUNTY	OHIO	0.5079%
PADEN CITY CITY	WETZEL/TYLER	0.0067%
PARKERSBURG CITY	WOOD	1.5547%
PARSONS CITY	TUCKER	0.0005%
PAW PAW TOWN	MORGAN	0.0017%
PAX TOWN	FAYETTE	0.0076%
PENDLETON COUNTY	PENDLETON	0.1624%
PENNSBORO CITY	RITCHIE	0.0003%
PETERSBURG CITY	GRANT	0.0011%
PETERSTOWN TOWN	MONROE	0.0013%
PHILIPPI CITY	BARBOUR	0.0834%
PIEDMONT TOWN	MINERAL	0.0006%
PINE GROVE TOWN	WETZEL	0.0002%
PINEVILLE TOWN	WYOMING	0.1165%
PLEASANT VALLEY CITY	MARION	0.0010%
PLEASANTS COUNTY	PLEASANTS	0.1276%
POCA TOWN	PUTNAM	0.0002%
POCAHONTAS COUNTY	POCAHONTAS	0.3412%
POINT PLEASANT CITY	MASON	0.1276%
PRATT TOWN	KANAWHA	0.0013%
PRESTON COUNTY	PRESTON	0.7999%
PRINCETON CITY	MERCER	4.1839%
PULLMAN TOWN	RITCHIE	0.0001%
PUTNAM COUNTY	PUTNAM	1.6105%
QUI NWOOD TOWN	GREENBRIER	0.0165%
RAINELLE TOWN	GREENBRIER	0.0241%
RALEIGH COUNTY	RALEIGH	5.0240%
RANDOLPH COUNTY	RANDOLPH	0.6622%
RANSON CORPORATION	JEFFERSON	0.0214%

Exhibit C (Allocations to Subdivisions)

Government Name	County	WV Share (%)
RAVENSWOOD CITY	JACKSON	0.0870%
REEDSVILLE TOWN	PRESTON	0.0006%
REEDY TOWN	ROANE	0.0000%
RHODELL TOWN	RALEIGH	0.0013%
RICHWOOD CITY	NICHOLAS	0.0093%
RIDGELEY TOWN	MINERAL	0.0024%
RIPLEY CITY	JACKSON	0.0836%
RITCHIE COUNTY	RITCHIE	0.1832%
RIVESVILLE TOWN	MARION	0.0009%
ROANE COUNTY	ROANE	0.5132%
ROMNEY CITY	HAMPSHIRE	0.0557%
RONCEVERTE CITY	GREENBRIER	0.0871%
ROWLESBURG TOWN	PRESTON	0.0022%
RUPERT TOWN	GREENBRIER	0.0066%
SALEM CITY	HARRISON	0.0038%
SAND FORK TOWN	GILMER	0.0002%
SHEPHERDSTOWN TOWN	JEFFERSON	0.0080%
SHINNSTON CITY	HARRISON	0.0968%
SISTERSVILLE CITY	TYLER	0.1893%
SMITHERS CITY	FAYETTE/KANAWHA	0.0348%
SMITHFIELD TOWN	WETZEL	0.0001%
SOPHIA TOWN	RALEIGH	0.0371%
SOUTH CHARLESTON CITY	KANAWHA	0.8851%
SPENCER CITY	ROANE	0.0586%
ST. ALBANS CITY	KANAWHA	0.4397%
ST. MARYS CITY	PLEASANTS	0.0565%
STAR CITY TOWN	MONONGALIA	0.0376%
STONEWOOD CITY	HARRISON	0.0434%
SUMMERS COUNTY	SUMMERS	0.3231%
SUMMERSVILLE CITY	NICHOLAS	1.5393%
SUTTON TOWN	BRAXTON	0.0191%
SYLVESTER TOWN	BOONE	0.0003%
TAYLOR COUNTY	TAYLOR	0.0391%
TERRA ALTA TOWN	PRESTON	0.0014%
THOMAS CITY	TUCKER	0.0002%
THURMOND TOWN	FAYETTE	0.0000%
TRIADELPHIA TOWN	OHIO	0.0003%
TUCKER COUNTY	TUCKER	0.1140%
TUNNELTON TOWN	PRESTON	0.0005%
TYLER COUNTY	TYLER	0.0185%
UNION TOWN	MONROE	0.0006%
UPSHUR COUNTY	UPSHUR	0.4637%
VALLEY GROVE VILLAGE	OHIO	0.0001%
VIENNA CITY	WOOD	0.2577%

Exhibit C (Allocations to Subdivisions)

Government Name	County	WV Share (%)
WAR CITY	MCDOWELL	0.0018%
WARDENSVILLE TOWN	HARDY	0.0012%
WAYNE COUNTY	WAYNE	2.1411%
WAYNE TOWN	WAYNE	0.0323%
WEBSTER COUNTY	WEBSTER	0.3418%
WEIRTON CITY	HANCOCK/BROOKE	1.2462%
WELCH CITY	MCDOWELL	0.1085%
WELLSBURG CITY	BROOKE	0.0063%
WEST HAMLIN TOWN	LINCOLN	0.0345%
WEST LIBERTY TOWN	OHIO	0.0023%
WEST LOGAN TOWN	LOGAN	0.0147%
WEST MILFORD TOWN	HARRISON	0.0014%
WEST UNION TOWN	DODDRIDGE	0.0006%
WESTON CITY	LEWIS	0.0088%
WESTOVER CITY	MONONGALIA	0.0086%
WETZEL COUNTY	WETZEL	0.4438%
WHEELING CITY	OHIO/MARSHALL	0.9706%
WHITE HALL TOWN	MARION	0.0025%
WHITE SULPHUR SPRINGS CITY	GREENBRIER	0.1439%
WHITESVILLE TOWN	BOONE	0.0134%
WILLIAMSON CITY	MINGO	0.3555%
WILLIAMSTOWN CITY	WOOD	0.0515%
WINDSOR HEIGHTS VILLAGE	BROOKE	0.0001%
WINFIELD TOWN	PUTNAM	0.0279%
WIRT COUNTY	WIRT	0.0976%
WOMELSDORF (COALTON) TOWN	RANDOLPH	0.0009%
WOOD COUNTY	WOOD	0.9917%
WORTHINGTON TOWN	MARION	0.0003%
WYOMING COUNTY	WYOMING	3.6334%
Totals		100.0000%

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**JEFFERSON COUNTY COMMISSION
AGENDA REQUEST FORM**

Name: Makayla Zonfrilli

Department or Organization: County Commission

Commission Meeting Date: 07-06-2023

Special Meeting Date (if necessary):

Subject (wording to be placed on agenda):

County Administrator's report

Please provide a description of your request or presentation, including any background information:

ESA Transition
Close out of FY2022-2023
Beginning of FY2023-2024
Commissioner Meeting Room Policy Discussion

Type of Request: (Funding/Hiring):

Funding/Salary/Hourly Amount:

Name of Hire (if Applicable):

Grade/Step/Hours (PT/FT):

Start Date (beginning of pay period):

Post Probationary Increase (If applicable):

Any Additional Conditions of Employment or Funding Comments:

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

Motion to direct the County Administrator to draft an updated Commissioner Meeting Room Policy to present at the next Commission meeting for discussion and potential adoption.

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

If not attached, explain:

Is equipment needed? Projector Internet/Wi Fi Conference/Video No

Contact Information: Makayla Zonfrilli

Phone Number: 304-268-8963

Email Address:

mzonfrilli@jeffersoncountywv.org

**JEFFERSON COUNTY COMMISSION
AGENDA REQUEST FORM**

Additional Comments Page:

COUNTY COMMISSION OF JEFFERSON COUNTY

<i>Jefferson County Policies & Procedures</i>			
Policy Name:	Meeting Room Policy	Approved :	Revised 11-21-2013
Policy Number:	906	Author:	Keyser
Associated:			

PURPOSE:

All meeting rooms in Jefferson County-owned buildings are to be used only for County related meetings and/or business. All exceptions to this policy must be brought before the Jefferson County Commission for a vote during its regular meeting. Use of county-owned meeting rooms does not imply endorsement by the County Commission or staff of the viewpoints presented.

POLICY:

The Jefferson County Commission encourages the widest possible use of county meeting rooms by government agencies and nonprofit community groups.

- All meetings shall be open to the public with the exception of political parties meeting as a caucus and the groups under their umbrellas as recognized by the State of West Virginia.
- Rooms may be used for educational, cultural, informational or governmental/civic activities and may include public lectures, panel discussions, workshops and other similar functions.
- Room bookings are subject to cancellation if the room is needed for county government business.
- Rooms will not be used for personal or family purposes.
- Users agree to abide by all regulations of the meeting room relating to the use of the facilities and accept responsibility for all damages caused to the building and/or equipment beyond normal wear.

PROCEDURES:

All exceptions to this policy must be brought before the Jefferson County Commission for a vote during its regular meeting. Organizations authorized to use these rooms are as follows:

- County appointed Commissions, Boards and Authorities
- Republican and Democratic Executive Committees
- Meeting rooms may be used by elected officials (county, state, etc.) for meetings when it is for a stated public purpose. Any organization or individual using meeting rooms is subject to being "bumped" if the rooms are needed for any county related business. County appointed Boards, Commissions, Authorities, etc. will take precedence over any scheduling conflict.

County Commission Meeting Room – 200 E. Washington Street, lower level of the Old Charles Town Library, Charles Town, WV 25414:

The County Commission meeting room must be scheduled through the County Commission Office. The key to the meeting room may be picked up and returned to the County Commission staff during normal business hours. The applicant is responsible for getting an alarm code from the County Commission office. The applicant is responsible for the security alarm. Instructions will be provided as needed.

Groups interested in using the County meeting rooms must first fill out an application form provided by the Jefferson County Commission.

Proof of Liability Insurance must be submitted with application by the person reserving the room. Applicants not covered by insurance must sign the provided indemnification form. Submission of application does not constitute approval.

The County Commission reserves the right to cancel any reservations of the County Meeting Rooms.

For programs occurring outside of normal business hours applicant is responsible for entry and/or closure. A \$40 deposit is required for any meeting occurring outside of normal business hours. Payment is due once approval has been granted to use the meeting room. These funds will be refunded once the key has been returned and the building was secured. Any violation of this rule could lead to privileges of meeting room usage being revoked. Process for obtaining and returning the meeting room key is the responsibility of the applicant.

Maximum capacity is 112 people with tables and 171 people without tables.

The group accepts financial responsibility for any and all damage caused to the building or equipment beyond normal wear. The group contact person will be responsible for any charges incurred by the group.

No furniture should be removed from any meeting room at anytime.

The group is responsible for leaving the room in the condition in which it was found. Meeting rooms must be left in acceptable, un-littered condition. Tables and chairs should be returned to the positions in which they were found.

Microphone Use:

The County Commission has one standard microphone and speaker which you can use if you wish to do so. You will need to indicate on your request form that you wish to use the

microphone so we can place it in the room for you prior to your meeting. This basic microphone can be used free of charge.

Multi-Microphone/Projector Use:

If you wish to use the County Commission's projector or microphone system for your meeting, you can do so by paying in advance \$35.00 per hour for each hour you will be using the room. The check should be made payable to Jefferson County Commission and received at a minimum the day before your scheduled meeting. ***If you fail to submit the rental payment within four days of your request***, you will not have access to the equipment. You will be provided the name and cell phone number of the technician who will be managing your equipment needs once your check is received. We do not allow for you or anyone from your group to utilize our equipment without someone from our staff being present to set-up and store the equipment

County Commission Courtroom – 100 E. Washington Street, Charles Town, WV 25414: The County Commission Courtroom is scheduled through the County Clerk's office. Maximum capacity is 49 people.

The group accepts financial responsibility for any and all damage caused to the building or equipment beyond normal wear. The group contact person will be responsible for any charges incurred by the group.

No furniture should be removed from any meeting room at anytime.

The group is responsible for leaving the room in the condition in which it was found. Meeting rooms must be left in acceptable, un-littered condition. Tables and chairs should be returned to the positions in which they were found.

Circuit Court Courtroom – 100 E. Washington Street, Charles Town, WV 25414: The Circuit Court Courtroom may be scheduled through the Circuit Judge's office. Maximum capacity is 150 people.

The group accepts financial responsibility for any and all damage caused to the building or equipment beyond normal wear. The group contact person will be responsible for any charges incurred by the group.

No furniture should be removed from any meeting room at anytime.

The group is responsible for leaving the room in the condition in which it was found. Meeting rooms must be left in acceptable, un-littered condition. Tables and chairs should be returned to the positions in which they were found.

Bardane Public Service Center Conference Rooms – 1948 Wiltshire Road, Suite 3, Kearneysville, WV 25430: All conference rooms located at the Bardane Public Service Center must be scheduled through the Extension Office located in the Bardane Public Service Center. In the event that meetings are held after hours, a responsible employee shall be in attendance. This employee will be responsible for making sure there is no damage, the meeting room is put back in proper order and the building and meeting rooms are secured before leaving.

In addition, employees working after normal business hours at the Bardane Public Service Center are responsible for securing the building.

Maximum capacity for large room is 104 people and the small room is 36 people.

The group accepts financial responsibility for any and all damage caused to the building or equipment beyond normal wear. The group contact person will be responsible for any charges incurred by the group.

No furniture should be removed from any meeting room at anytime.

The group is responsible for leaving the room in the condition in which it was found. Meeting rooms must be left in acceptable, un-littered condition. Tables and chairs should be returned to the positions in which they were found.

If a key is provided to the group, a fee of \$25 will be required. If a key is not provided, a fee of \$35 per hour will be required in order to pay for personnel to be present to open and close the facility. Our personnel with the key is responsible for ensuring there is no damage, the meeting room is put back in proper order and the building and meeting rooms are secured before leaving.

Bardane Maintenance Conference Room – Maintenance Building: All conference rooms located at the Bardane Maintenance Conference Room must be scheduled through the Maintenance Office by calling 304-728-4642.

Maximum capacity for room is 75 people.

The group accepts financial responsibility for any and all damage caused to the building or equipment beyond normal wear. The group contact person will be responsible for any charges incurred by the group.

No furniture should be removed from any meeting room at anytime.

The group is responsible for leaving the room in the condition in which it was found. Meeting rooms must be left in acceptable, un-littered condition. Tables and chairs should be returned to the positions in which they were found.

If a key is provided to the group, a fee of \$25 will be required to cover the expense of lights and heat. If a key is not provided, a fee of \$35 per hour will be required in order to pay for personnel

to be present to open and close the facility. Our personnel with the key is responsible for ensuring there is no damage, the meeting room is put back in proper order and the building and meeting rooms are secured before leaving.



AGENDA REQUEST FORM

www.jeffersoncountywv.org

Name: Jeff Polczynski, Director of Communications

Department or Organization: **Jefferson County Communication/911**

Estimation of time needed for appointment:

Date Requested – 1st Choice: **7/06/2023**

If a specific date is needed, please provide reason:

2nd Choice:

Subject (Wording to be placed on agenda):

1. Private Investigator Contract
2. Wage equity distribution – Public Safety Dispatcher
3. Post probationary period salary increase request – Systems Application Administrator

Please provide a description of your request or presentation, including any background information:

1. 911 Communications will be partnering with Mr. Naif Alatta, a WV Private Investigator to conduct pre-employment background investigations on public safety dispatch candidates for the purpose of employment with the Jefferson County Emergency Communications Center (JCECC). Also attached are Mr. Naiif's references, resume, and Certificate of Private Investigators from the State of West Virginia.

Is this a Funding Request? Yes

If so, how much?

Provide exact financial request:

Is this a Hiring Request? No

Name of Hire: Not Applicable

Annual Salary: 70 Hr/80 Hr

Start Date (beginning of pay period):

Increase after probation if any: n/a

Any Additional Conditions of Employment:

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

1. Motion to approve the contract between the County of Jefferson and Mr. Naif Alatta, WV Private Investigator for the purpose of providing pre-employment background checks for public safety dispatchers not to exceed \$30,000.00.

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: Makayla Zonfrilli, County Administrator or
Jeff Polczynski, ENP-Director of Communications.

Phone Number: 304-268-8963

Email Address: mzonfrilli@jeffersoncountywv.org

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/RECOMMENDATION

County of Jefferson
&
Mr. Naif Alatta, a WV Private Investigator

Professional Services Contract

This AGREEMENT, entered into on this this ____ day of _____, 2023, by and between THE COUNTY OF JEFFERSON COUNTY, a body politic of the State of West Virginia, with its principal office being in Charles Town, WV (hereinafter COUNTY), and Mr. NAIF ALATIA (a West Virginia licensed private investigator, License No. F230512012415) (hereinafter CONTRACTOR).

1. Scope of Services:

CONTRACTOR agrees to perform pre-employment background investigations on public safety dispatch candidates for the purpose of employment with the Jefferson County Emergency Communications Center (JCECC). All background investigations shall be completed within "30 working days" from the date of the Initial Interview.

- Initial Interview (in-person interview with the applicant)
- Review of the Personal History Statement
- Verification of required legal documents
- Verification of minimum requirements for position
- Personal contact with relatives and references
- Personal contact with current and past employers (10-year period)
- On-site review of employee personnel records (when available)
- Verification of education and experience
- In-person residence check/ contact with neighbors when possible (within last 3 years)
- DMV records check (10-year history- inquiry via JCECC)
- Financial records (Experian credit report or other financial reporting agencies)
- Review of Criminal history check
- Military history check (if applicable)
- Written report detailing investigation

All background investigations shall include personal contact by CONTRACTOR with the COUNTY designee to review the applicant's Personal History Statement, discuss the findings of the Initial Interview, schedule polygraph examination (if applicable), and present the completed background investigation report. All findings, reports, and/or materials developed in the course of the investigation shall be deemed confidential and shall be the property of the COUNTY. All documentation regarding an applicant provided to or developed by the CONTRACTOR shall be strictly confidential and shall not be used for any other purpose except for the evaluation of a candidate for a position as a Public Safety Dispatcher, Dispatch Supervisor, or other position

within the Emergency Communications Center. This documentation includes but is not limited to the job application, personal history statement, reference material, and any other report provided to CONTRACTOR in the course of the investigation. If, for any reason, there is cause for disqualification of an applicant, pursuant to instructions by the COUNTY designee, the entire background investigation shall be completed, the detailed written report will be developed, and the COUNTY will be charged.

2. Scope Changes and Amendments:

Any changes, modifications, or amendments to the scope of services outlined in this Agreement shall be agreed upon in writing by both parties. The COUNTY shall promptly notify the CONTRACTOR of any proposed changes to the scope of services and provide detailed information regarding the nature and impact of the proposed changes. The parties shall discuss and negotiate in good faith to reach a mutual agreement on the changes, including any adjustments to the compensation and timelines. No changes or amendments shall be binding unless executed in writing by authorized representatives of both parties.

3. Billing Procedures and Payment:

- COUNTY agrees to pay CONTRACTOR a rate of \$50 per hour for services rendered under this contract for a completed "local area" background investigation, defined as within 75 miles radius of the border of Jefferson County, WV.
- COUNTY agrees to pay CONTRACTOR additional fees for out-of-area investigation at a rate described in the "Compensation Rates" attachment.
- The COUNTY shall not be liable for any expenses incurred by CONTRACTOR that were not previously approved. CONTRACTOR shall invoice the COUNTY at the completion of each background investigation.
- Payment by the COUNTY will be made during the next available pay cycle, but not more than thirty (30) days after CONTRACTOR'S submission of its invoice.
- Any work performed by the CONTRACTOR beyond 10 hours per investigation will require electronic approval correspondence from the COUNTY's Director of 911 Communication. Any amount per investigation which may exceed \$5,000.00 must have electronic approval of both the COUNTY's 911 Communications Director and County Administrator.
- Long distance travel for investigations must be approved by the COUNTY's 911 Communications Director prior to its arrangement.
- The total amount of the Contract shall not exceed \$30,000.00. If an amendment to the contract is needed, this will go before the County Commission.

4. Governing Law:

Any disputes or issues arising under or in connection with this Contract shall be governed by and construed in accordance with the laws of the State of West Virginia.

5. Independent Contractor:

The CONTRACTOR shall perform the services under this contract as an independent contractor. The CONTRACTOR acknowledges and agrees that they are not an employee, partner, or agent of the COUNTY and shall not be entitled to any benefits, including but not limited to health insurance, vacation pay, or retirement benefits.

6. Confidentiality:

The CONTRACTOR shall maintain strict confidentiality with respect to any information obtained during the course of the background investigation. The CONTRACTOR shall not disclose such information to any third party unless required by law or authorized in writing by the COUNTY.

7. Indemnification:

The CONTRACTOR agrees to indemnify and hold harmless the COUNTY, its officers, employees, and agents from any claims, losses, damages, liabilities, or expenses arising out of or in connection with the CONTRACTOR's performance under this contract, except to the extent caused by the COUNTY's negligence or willful misconduct.

8. Termination:

Either party may terminate this contract upon written notice to the other party. In the event of termination, the CONTRACTOR shall be entitled to compensation for services rendered up to the date of termination. Upon termination of the contract by either party, the CONTRACTOR must return all materials, research, investigations, and other completed or uncompleted relevant materials to the COUNTY.

9. Insurance Coverage:

CONTRACTOR shall maintain Errors and Omissions Insurance, during the period of this Agreement, such general liability, worker's compensation, and vehicle insurance as required protecting CONTRACTOR and COUNTY as their interest may appear.

10. Non-Discrimination:

CONTRACTOR assures the COUNTY that no person shall be subject to discrimination of any kind.

11. Limitation of Liability:

Except in cases of willful misconduct or gross negligence, the total liability of either party under this Agreement, whether in contract, tort, or otherwise, shall be limited to the amount of compensation paid or payable by the COUNTY to the CONTRACTOR for the specific services giving rise to the liability. In no event shall either party be liable to the other for any indirect, incidental, consequential, punitive, or special damages, including, but not limited to, loss of profits, revenue, data, or business opportunities, arising out of or in connection with this Agreement.

12. Entire Agreement:

This contract constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written, relating to the subject matter herein.

AGREED BY AND BETWEEN THESE PARTIES; THE COUNTY OF JEFFERSON AND MR. NAIF ALATTA, A LICENSED WEST VIRGINIA PRIVATE INVESTIGATOR HERETO ON THE ABOVE OUTLINED AGREEMENT ON THIS _____ DAY OF _____ ; 2023:

Steve Stolipher, President Commissioner
Jefferson County Commission
West Virginia

Date

Mr. Naif Alatta, Licensed Private Investigator
West Virginia

Date

COMPENSATION RATES ATTACHMENT

Completed "local area" background includes all costs associated with initial interview and investigation within a 75-mile radius of the border of Jefferson County, WV as stipulated under "Billing Procedures and Payment"

Completed "out-of-area" background (outside a 75-mile radius of Jefferson County, WV)

- Base fee as agreed upon for a "local area" background
- \$.45 per mile for vehicular travel to/from the point of destination greater than 75 miles from the border of Jefferson County. Submission of odometer figures required.
- \$25.00 per hour travel pay while traveling to/from the point of destination, up to a maximum of eight (8) hours per day with maximum of \$200.00 per day.
- Up to \$75.00 per 24-hour period for rental car.
- Standard, unrestricted coach airfare for destinations served by commercial airlines over 300 miles each way at cost, per receipt.
- Overnight lodging at cost, per receipt.

Naif Alatta

Redacted

EXPERIENCE

Shepherd University, Shepherdstown, WV
Campus Police Officer

August 2019 - PRESENT

I provide for public safety by maintaining order, responding to emergencies, protecting people and property, enforcing motor vehicle and criminal laws, and promoting good community relations.

Berkeley County School District, Martinsburg, WV
Substitute Teacher

October 2018 -June 2021

Implement lesson plans, oversee classroom activities, assign homework, follow the full-time teacher's instructions, and grade exams.

West Virginia State Police, Charles Town, WV
State Trooper

August 2013 -August 2019

Provide for public safety by maintaining order, responding to emergencies, protecting people and property, enforcing motor vehicle and criminal laws, and promoting good community relations.

US Army, Fayetteville, NC
Psychological Operations Specialist

May 2002 -June 2010

I was responsible for analyzing, developing, and distributing intelligence used for information and psychological effect.

EDUCATION

Arizona State University
Bachelor's Degree in Liberal Studies

Mountwest Community and Technical College
Associate's Degree in Criminal Justice

Certifications

Police Officer Certification
CPR/AED Certification

FEMA Certifications

National Incident
Management System

Single Resources and Initial
Action Incident

Introduction to the Incident
Command System

Makayla Zonfrilli

From: Naif Alatta [Redacted]
Sent: Thursday, June 8, 2023 10:47 AM
To: Makayla Zonfrilli
Subject: Re: FW: Contract Review and Attachment - Follow-Up from Thursday Meeting
Attachments: Naif Alatta Resume.pdf; R Credential.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

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

Hello Makayla,

First, I want to apologize for any formatting issues as I'm typing on my cellphone. I am currently in Florida on vacation and left my laptop at home.

The proposed changes are acceptable to me. I have attached my resume to this email and credentials. I do want to mention the resume I am attaching is out of date and I no longer presently work at Shepherd University. It is the only one I have access to at the moment.

List of references are as follows

Redacted

Redacted

Redacted

Out of state billing and how time would be calculated.

If I would travel to Florida for an investigation I would charge the price of a round trip ticket of airfare (economy ticket), a hotel and a rental car. I would provide receipts. I would bill only for time worked while in Florida. If I had an interview scheduled at 1:00 pm that lasted until 1:30 pm I would bill 30 minutes for the interview. For traveling within Florida I would bill the .45 cents per mile and 25 per hour only when traveling to that 1:00 pm interview. So driving from the airport to the hotel I would not charge but driving from the hotel to the interview and back to the hotel, I would charge milage and time.

Please feel free to let me know of you have any additional questions.

State of West Virginia



CERTIFICATE OF PRIVATE INVESTIGATORS

I, Mac Warner, Secretary of State of the
State of West Virginia, hereby certify that

Naif Fahad Alatta

of

11 Aylesbury Lane
Martinsburg WV 25403

is hereby licensed to conduct the business and engage in the business of Private Investigators in the State of West Virginia, under the provisions of and in compliance with Chapter 30, Article 18 of the West Virginia Code. This Certificate shall be in effect and valid from 05/12/2023 to 05/12/2025 unless suspended or revoked thereto, in accordance with the provisions of the West Virginia Code.

This license cannot be transferred



F230512012415

Given under my hand and the Great
Seal of the State of West Virginia
on Friday, May 12, 2023

71/

Mac Warner

West Virginia Secretary Of State

Secretary of State
Bldg. 1, Suite 157-K
1900 Kanawha Blvd. East
Charleston, WV 25305-0770

F230512012415

Phone: 304-558-6000
866-767-8683
Visit us online:
www.wvsos.com

JEFFERSON COUNTY'S 2045 COMPREHENSIVE PLAN GOALS AND OBJECTIVES PUBLIC SURVEY

Have your voice heard and fill out the survey below

The 2045 Comprehensive Plan is a community vision for Jefferson County over the next twenty years to guide future land use and development decisions.

Survey closes
July 21st



<https://arcg.is/1fLubK>

Estimated Time:
7-10 Mins

If you would like a paper copy, visit your local Jefferson County Library or Jefferson County's Office of Planning and Zoning.



Public Service Commission of West Virginia

201 Brooks Street, P.O. Box 812
Charleston, West Virginia 25323

Phone: (304) 340-0300
Fax: (304) 340-0325



June 8, 2023

Jefferson County Commission
124 East Washington Street
Charles Town, WV 25414

SUBJECT: Disbursement of Wireless E-911 Subscriber Fees

Dear County Commissioner:

A check in the amount of \$334,823.96 representing a disbursement of Wireless E-911 subscriber fees **will be mailed directly from the West Virginia State Auditor's Office**. This amount is your County's share of the fees remitted to the Public Service Commission for the months of March, April and May, 2023. The next disbursement will be in three months.

I can be reached at our toll-free number, 1-800-344-5113, Extension 364, or direct at 304-340-0364, should you have any questions about the disbursement calculation or about the fees in general.

Sincerely,

A handwritten signature in black ink, appearing to read "Sandra Mitchell".

Sandra Mitchell
Budget & Finance Manager

SM:sc



June 19, 2023

Jefferson County Commission
PO Box 250
Charles Town, WV 25414

To the Jefferson County Commission,

The by-laws of the Jefferson County Historic Landmarks Commission require that Jefferson County Commission and West Virginia State Historic Preservation Office be notified when the Landmarks Commission designates an additional structure or site as a Jefferson County Historic Landmark. At its June 7, 2023 meeting, the Landmarks Commission added the **Winchester Cold Storage Building** (known locally as Shenandoah Plaining Mill) to the list of Jefferson County Historic Landmarks.

Enclosed is the Landmarks Commission's nomination report for **Winchester Cold Storage Building** including photographs and drawings. These are provided for your information and review; no action is required by the Jefferson County Commission. A duplicate report has been sent to the WV State Historic Preservation Office in Charleston.

If you have any questions regarding this report, please do not hesitate to contact me at (304) 876-3883.

Respectfully,

Martin Burke

Martin Burke
Chair, JCHLC



Jefferson County Historic Landmarks Nomination Report

Winchester Cold Storage Building

471 Cold Storage Road, Charles Town, WV 25414

Presented by Patrick J. Fuller



Description of Resource; Architectural Information

The Winchester Cold Storage Building is located at the end of Cold Storage Road, about two miles west of Charles Town, West Virginia. Tracks located near the southeast side of the building are owned and operated by Norfolk Southern. The oldest section of the warehouse (circa 1950) is made of white-painted structural terra cotta block walls, "tar and gravel" roof, and steel frame industrial windows. The land on which the Winchester Cold Storage Building is situated is overall flat. The current footprint of the building (including later additions) measures approximately 40,000 square feet.

Historical Background

Apples predate Jefferson County. Early absentee landowners required prospective tenants to plant apple trees. In 1786, for example, George Washington required John Ariss to plant "300 Winter apple trees" spaced 40 feet apart, and to keep them "well pruned, fenced in, and Secure from Horses, Cattle, and other creatures that may hurt them (Fig. 13)."¹ In the same agreement Washington also required Ariss to plant 400 peach trees and to replace any trees that died.

The roots of the commercial orchard industry in the Eastern Panhandle of West Virginia can be traced to 1851, when W.S. Miller, who is often regarded as the "Father of the Apple Industry," planted his first orchard in Gerrardstown, Berkeley County, West Virginia.² By the end of the Civil War, Miller had thousands of peach trees and a few hundred apple trees. In the decades that followed, the apple industry in the Eastern Panhandle blossomed, spreading to nearby Jefferson, Morgan, Hampshire, and Mineral counties. Apple production in West Virginia peaked in 1931, with over 12 million bushels produced. As of 2016, apple production in West Virginia amounted to only approximately 2 million bushels.

In 1914 R. R. Jeffries published an apple orchard survey of Jefferson County.³ He credits the founding of commercial apple orchards in the county to 1876 when D. W. Border in Kearneysville planted 40 acres. Border planted winter varieties York Imperial, Ben Davis, Yellow Newton (Albemarle Pippin), Grimes, Rambo, Ralls, Rome, Gravenstein, Smokehouse, Pecks Pleasant, Buckingham (Winter Queen), Fallwater, Redstreak, Winesap, Winter Sweet Paradise, and Vandevere. He also planted summer varieties. His range of varieties allowed him to see which grew best, were least susceptible to blight and pests, and produced the largest harvest.

Early Cold Storage

In the late-1800s, many Americans moved from rural areas to industrial centers for steady work. Urban growth and increased distance between city centers and farmland ultimately led to a need for better food preservation methods to feed ever-growing city populations. Those who had

¹ George Washington to John Ariss, Indenture, Deed of Lease, John Ariss, 1786 April 20. Mount Vernon, VA: Fred W. Smith Collections for the Study of George Washington. Box: 34, Folder: 1786.04.20, Identifier: A-516.9.

² Derek Richard, "Roots of the WV Apple Industry," *The Market Bulletin* Vol. 100, No. 12 (December 2016): p. 5.

³ R. R. Jeffries, "An Orchard Survey of Jefferson County" (1914). *West Virginia Agricultural and Forestry Experiment Station Bulletins*. 147.

https://researchrepository.wvu.edu/wv_agricultural_and_forestry_experiment_station_bulletins/147.

formerly grown their own fruits and vegetables, and raised their own livestock now found themselves buying food from city markets and grocery stores.

Modern refrigeration required electricity and freezers. Before modern refrigeration, apples needed to be stored in root cellars to ensure freshness. Alternatively, the apples could be turned into cider or canned for long-term storage. Other early efforts to prevent freshly-picked apples from spoiling include covering the fruit in soil for winter storage. By the 1920s, however, cold-storage facilities had become common, and provided apple growers with more flexibility in marketing their product.⁴

An early reference to cold-storage facilities in West Virginia can be found in an 1892 article published in the Wheeling, West Virginia, *Sunday Register*, in which the author expresses skepticism about the effectiveness of cold-storing apples:

From information just at hand, the Register is inclined to doubt the efficacy of cold storage as a means of preserving perishable articles from decay, particularly fruits and vegetables in barrels. An instance under notice is a shipment of several hundred barrels of apples to a cold storage warehouse early in the season. The (sic) have been just opened and the owner's statement is that the loss from shrinkage and deterioration is fully as great as if they had been packed away in a good cellar.⁵

By the 1910s, cold-storage of apples in the Eastern Panhandle was both common and effective. After World War I, the practice became more critical, as a new market for American apples emerged in Europe. In mid-December 1918, "Price Increased By Close of War," published in the Martinsburg, West Virginia, *Evening Journal* read:

As a result of the opening of the British markets to American apples which are being shipped in large quantities, the price of cold storage apples has advanced from 50 to 75 cents, and a further advance is anticipated. The demand for barreled stock fresh from the cold storage plants increase. A message from New York states that a big shipment was made Tuesday, exporters having cleaned up all the better grades of apples they could lay hands on in that city.⁶

Harry Flood Byrd and the Winchester Cold Storage Co. Inc.

In 1887 Harry Flood Byrd was born in Martinsburg, West Virginia, to Richard Byrd and Eleanor Flood. Shortly thereafter, the Byrds left Martinsburg for Winchester, Virginia. At age fifteen, Harry Byrd took over the failing *Winchester Evening Star* and made it a profitable business. Byrd founded other businesses. He bought a second newspaper, established a third newspaper, leased apple orchards, and served as president of the Valley Turnpike Company. The latter

⁴ National Apple Museum, "Storage," National Apple Museum (Biglerville Historical and Preservation Society). <http://www.nationalapplemuseum.com>. Accessed March 10, 2022.

⁵ "Cold Storage," *The Wheeling Sunday Register*, March 20, 1892, Vol. 27, No. 251, p. 4.

⁶ "Price Increased By Close of War," *Martinsburg W. Va. Evening Journal*, Vol. 12, No. 194, Dec. 13, 1918, p. 5.

operated a toll road between Winchester and Staunton, Virginia.⁷ Byrd was able to buy orchards and apple cold-storage facilities with earnings from these businesses.

At the same time, Byrd began his political career. He served one term on Winchester's city council (1909) and ten years in the Senate of Virginia from 1916 to 1926.⁸ Byrd was Governor of Virginia from 1926 to 1930 and a United States Senator from 1933 to 1965. As Virginia governor and United States Senator, Byrd expanded his network of personal and professional contacts.

A group of investors led by Harry Byrd decided to market fruit directly to commercial buyers instead of using fruit brokers as middlemen, the more common practice in the early 1900s. In 1917 his most prominent business was the Winchester Cold Storage Company WCS. By 1920 the WCS building in Winchester measured fourteen stories, 370,000 square feet, and declared itself "the largest apple storage in the world."⁹

Under Byrd's ownership, the Winchester Cold Storage Company stored apples from as far away as the Pacific Northwest. Thus, his vision and business acumen extended far beyond the Shenandoah Valley. With rail trunk lines to his facilities Byrd could easily transport apples from anywhere in the United States to ports in Baltimore and Norfolk for shipment to Europe and South America.

Cold storage for apples developed in Jefferson County as well. County Historian Doug Perks recalls the most prominent county facility in Ranson. In 1914 C. L. Robinson Ice and Cold Storage Corporation built a fruit cold storage facility there. The new facility could store 50,000 barrels of apples and produce 35 tons of ice a day. Local orchardists quickly filled the facility to capacity. Frank Robinson, C. L.'s son, managed the facility for nearly 50 years. To local families he offered storage freezer lockers where families could store frozen foods, fruit, and meat.¹⁰ This was a local innovation not available through Winchester Cold Storage. Other county apple cold storage facilities were located in Kearneysville and Shepherdstown.

In 1937, Harry Byrd bought the Colston-Burnlea farm located about two miles southwest of Charles Town. In the early 1950s he built an apple cold-storage building there and operated it as H. F. Byrd, Incorporated, a separate company from Winchester Cold Storage, of which Byrd was also president. After Byrd's death in 1965, H. F. Byrd, Inc., expanded the building in 1967, and again in 1970. The Winchester Cold Storage Company acquired the property from H. F. Byrd, Inc., in 1979.¹¹

By the mid 1980s Winchester Cold Storage consolidated its apple cold-storage operations to Winchester, Front Royal, and Charles Town. The facility at Charles Town has provided cold

⁷Ronald L. Heinemann, "Harry Flood Byrd (1887-1966)," Dictionary of Virginia Biography (Library of Virginia, 2001), http://www.lva.virginia.gov/public/dvb/bio.asp?b=Byrd_Harry_Flood_1887-1966.

⁸ Heinemann, "Harry F. Byrd."

⁹ WCS Logistics, "Timeline," <https://wcslogistics.com/timeline/>. Accessed April 20, 2023.

¹⁰ Doug Perks, "How Ranson Became a Town and Manufacturing Center," *Spirit of Jefferson*, Sept. 28, 2022, 10.

¹¹ WCS Logistics, "Charles Town Facility," WCS Logistics, accessed March 22, 2022, <https://wcslogistics.com/locations/>. Jefferson County Deed Book 452:151.

storage for apples from 1950 to 2023. In 2019 the Winchester Storage Company, renamed Winchester Cold Storage Logistics in 2016, leased a portion of its building to the Shenandoah Plaining Mill (SPL). SPL provides kiln-dried lumber to specification and molds lumber to shape using modern, up-to-date milling equipment. But a portion of the facility retains its historical function of cold storage of apples as it has for more than 70 years.

Nomination Criteria

The JCHLC nominates this property under Criterion A as a county landmark. The Winchester Cold Storage Building meets Criterion A for its association with the orchard industry in the Eastern Panhandle of West Virginia.

Nomination Action:

Landmarks Commissioner, John Demer presented the nomination to the JCHLC at their general meeting. The commission voted unanimously to add the Winchester Cold Storage Building under Criteria A, to the rolls of registered Jefferson County Historic Landmarks on June 7, 2023.

Images:

<i>Image</i>	<i>Description</i>
1	Property owned by the Winchester Cold Storage County, Inc. in Charles Town, West Virginia outlined in blue. Map courtesy of the Jefferson County Assessor's Office.
2	Aerial view of Winchester Cold Storage Co. property and surrounding properties. Subject building marked by red dot. Image courtesy of Google Maps.
3	Looking south, at the north corner of the building.
4	Looking toward the north corner of the building, with later addition visible on the right side of the photo.
5	Northwest side of the building.
6	West corner and southwest side of the building.
7	Southwest side of the building, looking toward the south corner.
8	Southwest side of the building, from the south corner.
9	Southeast side of the building (that faces the railroad tracks) from south corner.
10	Southeast side of the building from the east corner.
11	Northeast side of the building from the east corner.
12	Subject building in relation to other structures on the property. North corner of the Cold Storage building visible on the left side of the photo.
13	George Washington to John Ariss, Indenture, Deed of Lease, John Ariss, 1786 April 20.

A note on photographs: Due to the size of the building, some photographs had to be taken panoramically, which resulted in slight distortion.

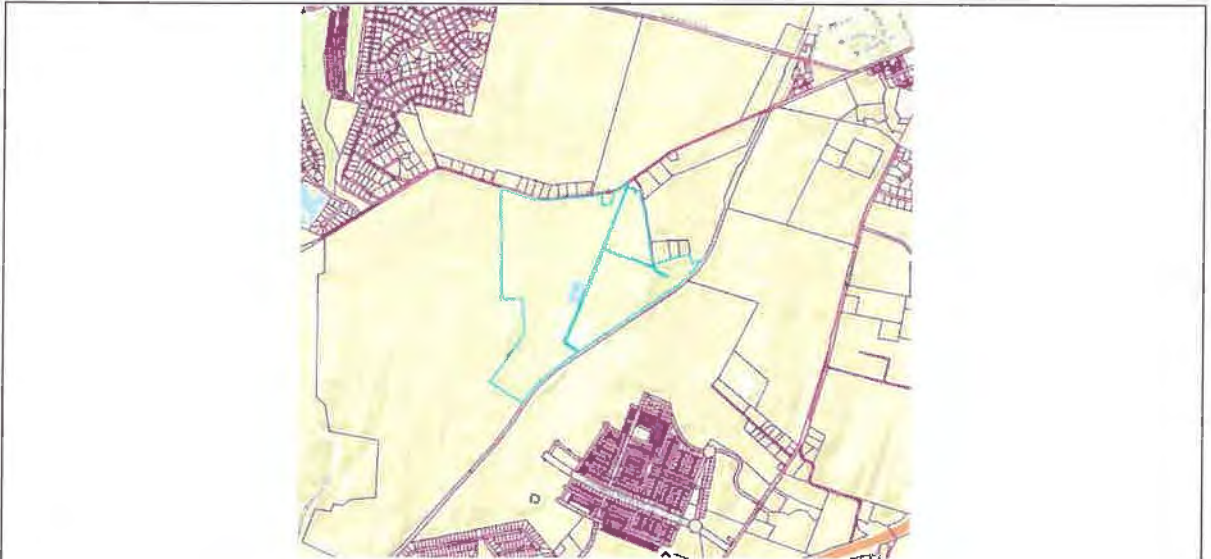


Image 1. Property owned by the Winchester Cold Storage County, Inc. in Charles Town, West Virginia outlined in blue. Map courtesy of the Jefferson County Assessor's Office.



Image 2. Aerial view of Winchester Cold Storage Co. property and surrounding properties. Subject building marked by red dot. Image courtesy of Google Maps.



Image 3. Looking south, from the north corner of the building.



Image 4. Looking south toward the north corner of the building, with later addition visible on the right side of the photo.



Image 5. Northwest side of the building.



Image 6. West corner and southwest side of the building.



Image 7. Southwest side of the building, view toward the south corner.



Image 8. Southwest side of the building, from the south corner.



Image 9. Southeast side of the building (which faces the railroad tracks) from south corner.



Image 10. Southeast side of the building from the east corner.



Image 11. Northeast side of the building from the east corner.



Image 12. Subject building in relation to other structures on the property. North corner of the Cold Storage building visible on the left side of the photo.

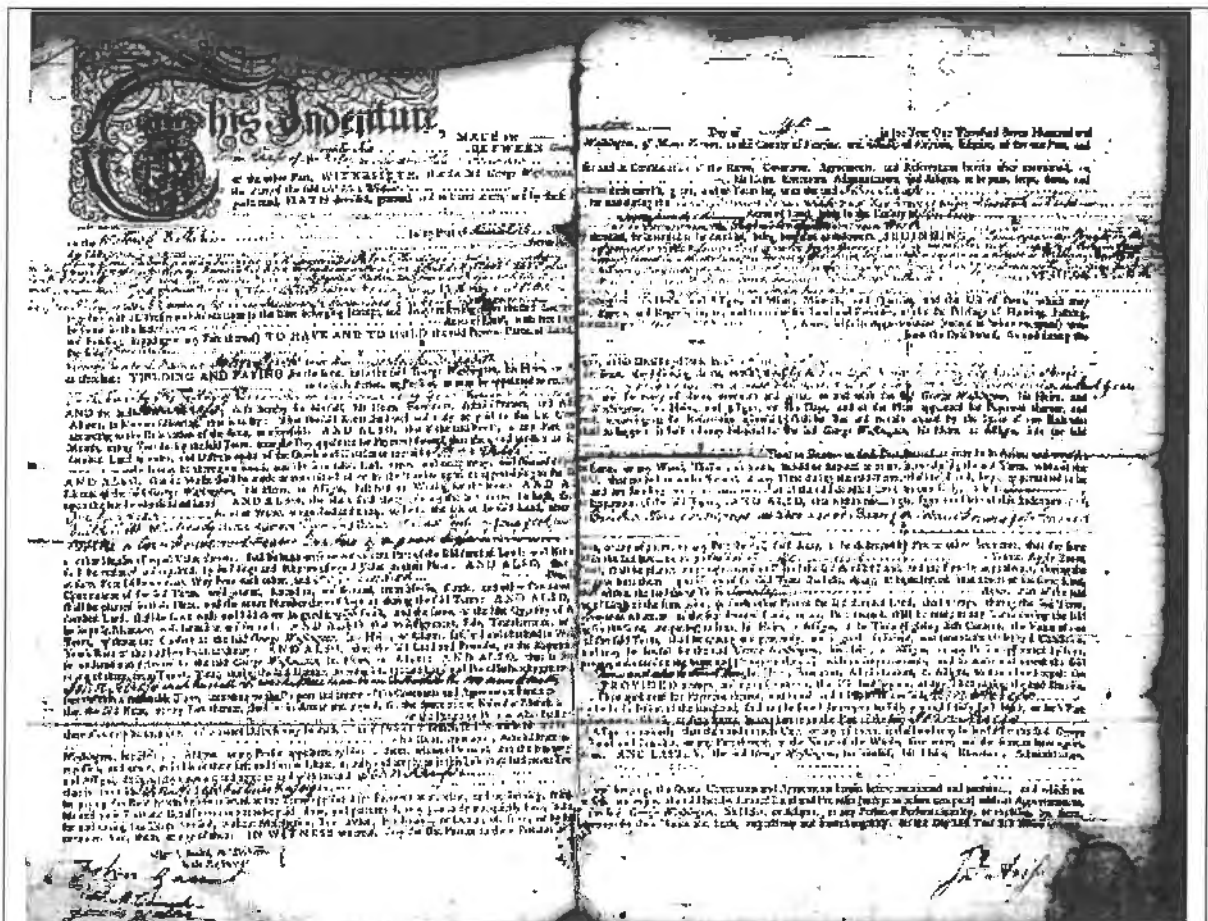


Image 13. George Washington to John Ariss, Indenture, Deed of Lease, John Ariss, 1786 April 20. Source: Mount Vernon, VA: Fred W. Smith Collections for the Study of George Washington. Box: 34, Folder: 1786.04.20, Identifier: A-516.9. In 1786, George Washington required John Ariss to plant "300 Winter apple trees" spaced 40 feet apart, and to keep them "well pruned, fenced in, and Secure from Horses, Cattle, and other creatures that may hurt them." He also required Ariss to plant 400 peach trees and to replace any trees that died.

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Public Comment for Jefferson County Commission meeting June 15, 2023

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

PUBLIC COMMENT –

With the County Commission to appoint a replacement for Clair Ath, and with only 4 Commissioner, there is a probability of a tie existing. One can refer to Robert's Rules subchapter "Ties, Votes and Cases in Which the Chair's Vote Affects the Results". The Chair/President and/or presiding officer could abstain from voting that would create a tie. Robert's Rules does allow a vote to tie which will create motion and/or objective to failed. Only a majority of members can reverse the Chair's decision.

Under most circumstances the Chair voting position is to break ties, not create them. With that said the next procedure would be the placement to the County Commission seat by the County's Republican party executive committee. Of which, Mr. Stolipher is a member. This brings up other concerns that could question if Mr. Stolipher could singularly affect the decision regarding the appointment. This would remove the other three Commissioner of their rights to address the appointment.

Presentation #9 – Mike Sine, Director, JCESA

Approval of Ambulance Transmission Repair #1102

Mr. Sine states "Our local shop that does our ambulance PM and chassis repairs had diagnosed it..." (the transmission problem). What was not posted was the \$1,916.74 charge to say it need a transmission. From 5/15/2023, the transmission is an additional \$10,827.12; making the total request \$12,743.86. The motion to approve is \$12,998.74. There are total fees of \$254.88 with no description of what this amount is for.

The estimate was printed on 6/5/2023. The invoice has listed: Mopar OEM ETA 6/14/23.

The county's shop could have purchased the transmission from Dodge for \$8,544.00, 3-year, 100,000-mile warranty. The invoice listed warranty is 2-years, 24,000-miles. Why didn't the county shop take care of the ambulance?

What is the emergency issue that has been described in all the emails? The ambulance has been down since 5/15/23 with the after-market transmission being available after 6-14-23.

Unfinished Business

Presentation #13 – Review and Discussion of Ambulance Fee Ordinance

You might want to review section #2. The property owners already pay taxes to fulfil the requirements that the County Commission is required to provide for emergency services. The physical year 2023/24 has a 40% increase of assessments; why do we need an ambulance fee that now provides "fire fighters".

It appears in Option #1 you are taking the churches, schools, county, state, federal government's properties off the required fee. In Option #2, you will keep the language the same for churches, schools, county, state, federal government's properties but you have retracted the retail commercial spaces that are subject to the standard non-residential fee.

The question is: Retracting the last paragraph from both options, does this favor Commissioner Stolipher's real estate associates and or associations?

Good Luck with all of that!

County Administrator Reports

Human Resources Employee Recognition Fund

Ethics guidelines calculation has been assessed for 314 employees @ \$25.00 each. (\$7,850.00). How will you ensure that all 314 employees participate? (Include a log sheet?). Will this discriminate against any other department or county employees from this specific group? I am all for employee appreciation but at what cost? What are the guide lines for this recognition? Are we talking picnics? Gift Cards? Are all 314 county employees going to benefit from this program? There are too many unanswered questions within the guide lines described.

ESA UPDATE

No Documents

ARPA UPDATE

No Documents

"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 violote ethic provisions.

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

Have a nice day!

Date: June 28, 2023

To: Members, Jefferson County Commission
Members, Jefferson County Planning Commission

From: Jefferson County Democratic Women's Club
Jefferson County Democratic Association

Subject: Including women on steering committee to guide comprehensive plan update

The process to revisit and amend the Comprehensive Plan for Jefferson County is underway. The Planning Commission apparently will be serving as the Citizen's Advisory Committee to guide preparation of the Plan.

Our organizations are disappointed in this approach because there are no women on the Planning Commission. Women comprise the majority of residents in Jefferson County. Excluding them excludes a significant portion of our community. As active members of our community and strong advocates for inclusivity and gender equality, we believe it is essential to voice our concerns about the lack of female representation.

It is undeniable that women bring unique and valuable insights to the table. Their experiences, perspectives, and concerns differ from those of men, and by their absence on the Planning Commission, which is guiding the planning process, we risk overlooking critical viewpoints. Furthermore, this exclusion sends a disheartening message to aspiring female leaders in our community, undermining their confidence and potentially dissuading them from pursuing positions of influence and responsibility.

We would like to emphasize that inclusivity is not merely a matter of fairness; it is a fundamental principle that leads to better outcomes. By incorporating diverse voices, we ensure that our community's needs, aspirations, and concerns are adequately addressed. Studies have consistently shown that diverse groups make better decisions, promote innovation, and lead to more effective and sustainable solutions.

The plan process that resulted in the current Comprehensive Plan included a variety of residents representing different viewpoints, backgrounds and community interests. We are unclear as to why the county commission and planning commission are not following this same approach in this planning process. We urge you to reconsider your decision.

We urge you to appoint a citizen based steering committee that includes qualified and passionate women who can contribute their expertise and perspectives to shape the Comprehensive Plan, ensuring its success and responsiveness to the needs of all community members.

We firmly believe that our community thrives when everyone's voices are valued and included. By embracing diversity, we can foster a stronger, more inclusive society that benefits all members. We trust you will take our concerns seriously and take the necessary steps to address this issue promptly.

Thank you for your attention to this matter. We look forward to hearing from you soon and witnessing a positive change in creating a comprehensive plan advisory committee that includes women and other community voice.

//S//

Lanae Johnson, President Jefferson County Democratic Women's Club
John Doyle, President Jefferson County Democratic Association

Jessica Carroll

From: WebmastervJCC <webmaster@jeffersoncountywv.org>
Sent: Wednesday, June 28, 2023 10:47 AM
To: JCCInfo
Subject: Jefferson County Commission, WV: Website Form Notification

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

Form Name: County Commission Contact
Date & Time: 06/28/2023 10:47 AM
Response #: 3211
Submitter ID: 8703
IP address: 206.83.251.165
Time to complete: 2 min. , 56 sec.

Survey Details

Page 1

1. Name

LWV of Jefferson County

2. Email

lynwidmyer@gmail.com

3. Questions or Concerns

Lack of public Hearing on Ordinance Barring Minors from Attending Adult Live Performances

On June 1, 2023, the Jefferson County Commission approved by a 3-2 vote an Ordinance Barring Minors from Attending Adult Live Performances. This is a significant action that has drawn widespread community interest.

Commissioner Steve Stolipher suggested holding a public hearing before the commission voted on the ordinance. Given the widespread community interest in this proposal, Comr. Stolipher's request was reasonable and would have given the county commission an opportunity to hear from the public. It was not endorsed by a majority of the commission.

The League of Women Voters of Jefferson County strongly supports the rights of community members to be informed of significant governmental actions and educated on their implications. Most importantly the public should be given the opportunity to express their thoughts and concerns to their elected officials.

The proposed ordinance was listed on the agenda for "discussion and possible adoption." The community would have been far better served if the commission simply discussed the ordinance and then scheduled a public hearing to hear from their constituents.

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

Yes

My name is Micheal George. I represent the people of Charles Town as City Councilman, but today I come to you as a voter, father, arts patron, ally, and most importantly, a citizen of Jefferson County concerned that due process was not followed when this body voted to enact an ordinance that aims to criminalize parents who take their children to drag shows.

I have the privilege of serving on the board of The Old Opera House in Charles Town, a theatre that is truly a gift to our community. We produce works that range from family friendly musicals like Cinderella, to shows that tackle adult themes not be appropriate for children but which serve to inform the public and foster critical thinking, like Unbroken Circle, a show that explores the trauma of child abuse. And yes, sometimes you will see men AND women in drag on our stage. All of our shows are given ratings based off of the MPAA ratings system used for film to inform patrons about the content of shows. We rely on the PARENTS to make an informed decision about what their children are allowed to see. This ordinance takes that power away from the parents and puts it in the hands of the government. I for one do not want the government telling me what my children can and cannot see. I agree young children should not see adult shows, but that is for ME to decide. This ordinance threatens the livelihood of the Old Opera House and infringes on the First Amendment rights of every citizen of Jefferson County by making criminals of parents, performers, and patrons of the arts.

This ordinance is so loosely defined as to be unenforceable and would benefit from a rewrite, not only to remove the numerous typos, but to clear up the language to more concretely define what is meant by “an adult performance.” It must then be presented again to the citizens who must be allowed ample time to read and comment on the ordinance.

Among the numerous flaws that must be addressed:

- You have placed all children in one category. We all know something that is appropriate for a 4-year-old is vastly different than what is appropriate for a 17-year-old, who by the way, is allowed to see an R rated movie on their own.
- Who decides what is of literary, artistic, political, or scientific value? Who decides if something is a work of art or if it is “obscene”? Who decides

what is obscene? You are going down a VERY slippery slope and putting every arts organization in danger.

- The punishment is severe and the courts system has been given many options to charge “violators.” Do we really want to waste the court’s time on these frivolous cases when we should be prosecuting crimes that affect the community in more tangible ways?

Refusing to hold a public hearing about the “Barring Minors from Attending Adult Live Performances” ordinance was a cowardly move by the commission. You only allowed 3-4 days for comment, then held your meeting on June 1st, a Thursday morning (and the first day of Pride Month), when you knew most residents would be unable to attend to voice their opinion. When asked to allow more time for residents to comment and review the documents, you claimed you did not have to have a public hearing because the state says you don’t have to. Just because you don’t have to doesn’t mean you shouldn’t. A hearing was scary to you though, wasn’t it. Especially when NOT ONE person spoke in favor of the ordinance. EVERY SINGLE PERSON who spoke that day was against this. Every. Single. One. The people of this county made their voices clearly heard, yet you chose to ignore them and voted to pass this inane ordinance anyway. You refused to let anyone else be heard, lest you hear from more and more residents sharing the same opinions as those allowed to speak. As public servants, it is your duty to serve your constituents even when your opinions and “values” don’t align. Those of you that voted for this are cowards. Every last one of you.

Commissioner Krouse, you showed your extreme bias towards members of the LGBTQIA+ community when you lead the charge to pass this reactionary law. Everyone knows this was a blatant effort to criminalize drag shows, otherwise what’s the point of it? You have marginalized many of your constituents and you owe them an apology. We will not forget your behavior when the next election is held.