

REVISED AGENDA
JEFFERSON COUNTY COMMISSION
SECOND QUARTERLY SESSION – APRIL – JULY 2024
THURSDAY, JUNE 27, 2024
6:00 P.M.
County Commission Meeting Room
located at the Old Charles Town Library
200 E. Washington Street, Charles Town, WV

CALL TO ORDER

PRAYER – Pastor Adam Johnson, Bakerton Bible Church

PLEDGE OF ALLEGIANCE

PLEDGE OF ALLEGIANCE to WV FLAG

“I pledge allegiance to the flag of West Virginia, which serves as a constant reminder that ‘Mountaineers Are Always Free,’ which stands as a symbol of her majestic mountains, fertile forests, rich veins of coal, and the Pride of her people.”

APPROVAL OF MINUTES

- May 30, 2024, Special Session- certification of the 2024 primary elections results and candidates interviews for the vacant Shepherdstown and Harpers Ferry District commission seats
- June 6, 2024, Regular meeting minutes

APPROVAL OF ACCOUNTS PAYABLE

- June 13, 2024
- June 20, 2024
- June 27, 2024

APPROVAL OF MANUAL CHECKS

- June 14, 2024
- June 21, 2024
- June 28, 2024

APPROVAL OF PAYROLL

- June 7, 2024
- June 21, 2024

REQUISITIONS

- June 27, 2024

ANNOUNCEMENTS

Report if there are changes in the agenda if applicable

PUBLIC COMMENT

***To participate in public comment in person, please sign the public comment sign-in sheet located on the table in the back of the room. To participate virtually, please "raise your hand" on the GotoWebinar control panel. Please submit comments via email to info@jeffersoncountywv.org. Your name & any written comments submitted for the record will be included in the minutes.*

PRESENTATIONS

1. 6:15 p.m. Tom Hansen, Sheriff
 - New deputy hire
 - Court Security Grant Award
 - Agreement Renewal with Job Corps
2. 6:25 p.m. Bessie Nelson on behalf of Nikki Painter- County Clerk's Office
 - Approval of depository bonds for Fiscal Year 2024-2025
3. 6:30 p.m. Rebecca Hall, Prosecuting Attorney's Office Victim Assistance Program
 - VOCA Grant Application 2024-2025 Approval and Signature
4. 6:35 p.m. -Interview and appointment to the Jefferson County Historic Landmarks Commission- One three-year term ending March 30, 2027
5. 6:45 p.m. Nancy Strine, City of Martinsburg- Eastern Panhandle HOME Consortium as the HOME Administrator
 - Resolution for Jefferson County, WV Authorizing participating in the Eastern Panhandle HOME Consortium of West Virginia for the period of July 1, 2024 to June 30, 2027.
 - Cooperative Agreement, Housing Consortium Cooperative Agreement by and between the City of Martinsburg and the County of Jefferson, West Virginia for the period of July 1, 2024-June 30, 2027.

*****6:55 p.m. BREAK*****

6. 7:00 p.m. *****PUBLIC HEARING*****
 - Proposed amendment to Division 24.300 C and D of the Jefferson County Subdivision and Land Development Regulations related to holding Public Hearings for Waiver Applications (STA24-01)
7. 7:20 p.m. Gino Sisco- Jefferson County Health Department
 - Jefferson County Board of Health Environmental Health Fees for Permits and Services Rule
8. 7:30 p.m. Roger Goodwin, Chief Engineer
 - Letter of Credits securing construction bonds
9. 7:35 p.m. Becky Burns, Office manager, Engineering, planning and zoning
 - Memorandum of Understanding (MOU) Tiny Treasures Daycare
9. 7:45 p.m. Laura Kuhn, Fleet & Facilities Management
 - Air Conditioning Installation- Jefferson County Emergency Services Agency
 - Jefferson County Facilities Presentation

- 10. 8:00 p.m. Christopher L. Callas, Esq.-Wild Hill Solar, LLC
-Resolution and Order authorizing the execution and delivery of a payment in lieu of Taxes Agreement and a lease agreement with Wild Hill Solar, LLC.
- 11. 8:20 p.m. Jessica James, Assistant Deputy County Administrator
- Approval of Modification of Job Title – “Emergency Medical Dispatching Coordinator” to “Quality Assurance Coordinator” (FT) and “Quality Assurance Evaluator” (PT) – E911
-Approval of Employee Status Change – Full-time to Part-time – E911
-Approval of Employee Salary Adjustment and Employee Promotion – ESA
-Reclassification of Position and Approval to Advertise – Finance and Administration Manager – ESA
- 12. 8:35 p.m. Bessie Nelson, Budget Director
- State and Internal budget revisions for FY24
- Revisit FY25 Budget Requests
- 13. 8:45 p.m. Edwina Benites- Development Authority
-Bylaws revision
-Membership update
-Solicitation for board members vacancies and expirations
- 14. 9:00 p.m. Nathan Cochran, Assistant Prosecuting Attorney
a. Consider matters involving or affecting the construction, planning, purchase, sale, or lease of property for county office and/or courthouse space.
b. Report by counsel on Magistrate Court space and related issues.
c. Review and discussion of Intergovernmental Agreement between the Jefferson County Commission, the Jefferson County Sheriff’s Department and the Corporation of Bolivar for Public Safety Services and Intergovernmental Agreement between the Jefferson County Commission, the Jefferson County Sheriff’s Department, and the Corporation of Bolivar for Tax Collection Services
d. Personnel issue
e. Review and discussion of annual renewal of the cooperative law enforcement agreement with Job Corps/Forest Service

OLD BUSINESS

- Discussion and possible action on proposed revisions to the Bylaws of the Jefferson County Planning Commission

COUNTY ADMINISTRATOR REPORT

- Bylaws revision
- Membership update
- Solicitation for board member vacancies and expirations
- West Virginia Department of Environmental Protection Permit #WV0116025 (see attached)
- Fire Services Study (see attached)
- Appointment Policy (see attached)
- ARPA (see attached)

17. ADJOURN

CORRESPONDENCE AND INFORMATION

Press Release: Commission seeks applicants for volunteer boards

Impact Fees Bank Statements

E-mail correspondence received from the following: Christine Marshall, Bill Gillette

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.

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 Street, Charles Town WV and virtually via GoToWebinar on Thursday, May 30, 2024, beginning at 9:30 a.m.

PRESENT: Steve Stolipher, President
Jane Tabb, Vice President
Pasha Majdi, Commissioner
Edwina Benites-LM, county administrator
Nathan Cochran, Assistant Prosecuting Attorney
Jacqueline Shadle, County Clerk
Jessica James, assistant deputy county administrator

In re: Special Session – Certification of the 2024 primary election results and candidate interviews for the vacant Shepherdstown and Harpers Ferry District commission seats

The meeting was called to order at 9:30 a.m. by President Stolipher followed by the Pledge of Allegiance.

1. **Nikki Painter, Chief Deputy Clerk, Jefferson County Clerk’s Office/Elections – requested the approval and signature of the certification of the 2024 Primary Election results, including the precinct audit form.**
 - **Motion by Mr. Stolipher to approve the certification and signature of the 2024 primary election results. Motion seconded and unanimously approved.**
2. **Candidate interviews for the vacant Shepherdstown and Harpers Ferry District Commission seats – from the pool of candidates who applied, the sitting commissioners selected six applicants to interview, with one applicant withdrawing prior to the date of the interviews. The individuals interviewed for the Shepherdstown and Harpers Ferry vacancies were: Deirdre Catterton (R), Dr. James Cook (M), Kelvin Upson (R), Patricia Noland (D), and Todd Cotgreave (M).**

At the conclusion of the interviews, President Stolipher opened the floor for discussion and candidate nominations, beginning with the Harpers Ferry District, vacated by a Republican candidate.

- **Commissioner Majdi nominated Kelvin Upson (R) for the Harpers Ferry District seat, vacated by a member of the Republican Party. There being no additional nominations, President Stolipher closed nominations for the Harpers Ferry seat.**
- **Motion by Mr. Stolipher to appoint Kelvin Upson as Jefferson County Commissioner for the Harpers Ferry District under WV Code §6-6-7 and WV Code § 3-10, effective May 30, 2024, until the certification of the November 2024 General Election results. Motion seconded and unanimously approved.**
- **Commissioner Stolipher then opened nominations for the Shepherdstown District seat vacated by a member of the Mountain Party. Commissioner Majdi nominated Dr. James Cook (M.), and Commissioner Tabb nominated Patricia Noland (D). There being no additional nominations, President Stolipher closed nominations for the Shepherdstown seat.**
- **Commissioner Tabb voted in favor of appointing Patricia Noland to the Shepherdstown District seat, while Commissioners Majdi and Stolipher voted to appoint Dr. James Cook to the Shepherdstown District seat under WV Code 6-6-7 and potentially WV Code 3-10, effective May 30, 2024. Having the majority of**

the votes (2-1), Dr. James Cook was selected to fill the vacant seat.

There being no further business, the meeting adjourned at 11:21 a.m.

Steve Stolipher, PRESIDENT

Respectively Submitted:

Jacqueline Shadle

County Clerk

Minutes
Jefferson County Commission
Thursday, June 6, 2024

A meeting of the Jefferson County Commission was held on Thursday, June 6, 2024, during the fourth quarterly session at 9:30 a.m. The meeting was held via GoToWebinar and in-person. Present were President Steve Stolipher, Vice President Jane Tabb, Commissioner Pasha Majdi, Commissioner Kelvin Upson, and Commissioner James Cook. Also present were Edwina Benites-LM, county administrator, Nathan Cochran, assistant prosecuting attorney, and Sorayda Pitts, administrative assistant. The archived meeting of the Thursday, June 6, 2024, meeting is available on the Jefferson County Commission website.

Prayer- Senior Pastor Van Marsceau

PLEDGE OF ALLEGIANCE

PLEDGE OF ALLEGIANCE OF WEST VIRGINIA FLAG

APPROVAL OF MINUTES

Mr. Stolipher motioned to approve the May 13, 2024, Special Session minutes- appointment process for the Shepherdstown District and Harpers Ferry District Commission vacancies. The motion was approved unanimously.

Mr. Stolipher motioned to approve the May 16, 2024, regular meeting minutes. The motion was approved unanimously.

Mr. Stolipher motioned to approve the May 20, 2024, Special Session minutes: Board of Canvassers minutes. The motion was approved unanimously.

APPROVAL OF PAYROLL

Mr. Stolipher motioned to approve the payroll for May 24, 2024, in the amount of \$322,144.77. The motion was approved unanimously.

APPROVAL OF REQUISITIONS

Mr. Stolipher motioned to approve the requisition for June 6, 2024, in the amount of \$57,863.66. The motion was approved unanimously.

APPROVAL OF ACCOUNTS PAYABLE

| CHECK NUMBER | | VENDOR NAME | UNCLEARED |
|--------------|--------|---|------------|
| 89707 | | AHA-ARTS & HUMANITIES ALLIANCE | 1,243.79 |
| 89708 | | AMANDA JOHNSON | 360.46 |
| 89709 | | BUREAU OF CHILD SUPPORT | 253.85 |
| 89710 | | COMPTROLLER OF MARYLAND | 1,070.99 |
| 89711 | | COX HOLLIDA YOUNG PLLC | 11,866.62 |
| 89712 | | DOING BETTER BUSINES | 860.64 |
| 89713 | | EFTPS IRS TAXES | 107,965.04 |
| 89714 | | EMILY WOLFE | 621.76 |
| 89715 | | EMPOWER RETIREMENT | 6,553.60 |
| 89716 | | GUTTMAN OIL CO | 11,475.12 |
| 89717 | | JEFFERSON COUNTY HISTORIC LANDMARKS COMMISSION | 1,841.73 |
| 89718 | | JEFFERSON CO CONVENTION AND VISITORS BUREAU | 31,094.51 |
| 89719 | | JEFF CO LITTLE LEAGUE | 3,000.00 |
| 89720 | | JEFF CO PARKS & RECREATION COMMISSION | 28,009.01 |
| 89721 | | JEFFERSON SECURITY BANK | 3,945.00 |
| 89722 | | LANGUAGE LINE SERVICES | 115.25 |
| 89723 | | MONROE SYSTEMS FOR BUSINESS | 368.00 |
| 89724 | | MOTOROLA SOLUTIONS INC | 1,740.16 |
| 89725 | | NORFOLK SOUTHERN CORP | 24.00 |
| 89726 | | NATIONWIDE RETIREMENT SOLUTIONS | 1,065.00 |
| 89727 | | PSYCHOLOGICAL CONSULTING INC | 400.00 |
| 89728 | | REBECCA CHALK | 227.23 |
| 89729 | | REBECCA HALL | 53.39 |
| 89730 | | RESCUE ONE TRAINING FOR LINE INC. | 1,500.00 |
| 89731 | | SANDRA KELLEY | 130.90 |
| 89732 | | SOFTWARE SYSTEMS INC | 1,089.25 |
| 89733 | | SPIRIT OF JEFFERSON | 1,754.74 |
| 89734 | | TEK ADVISORS LLC | 4,200.00 |
| 89735 | | US BANK | 85,367.88 |
| 89736 | | W B MASON CO. INC | 135.18 |
| 89737 | | WV DEPUTY SHERIFF RETIREMENT SYSTEM | 24,214.45 |
| 89738 | | WV EMERGENCY MEDICAL SERVICES RETIREMENT SYSTEM | 3,841.32 |
| 89739 | | WV PUBLIC EMPLOYEE RETIREMENT SYSTEM | 46,864.28 |
| 89740 | | WV STATE TAX DEPARTMENT | 30,230.74 |
| 89741 | FG/009 | RANSON POLICE DEPARTMENT | 1,978.66 |
| 89742 | FG/009 | SHERIFF OF JEFFERSON COUNTY | 5,438.16 |
| 89743 | BS/011 | SHERIFF OF JEFFERSON COUNTY | 10,086.47 |

| | | | |
|-------|--------|-----------------------------|------------|
| 89744 | AM/053 | SHERIFF OF JEFFERSON COUNTY | 1,786.42 |
| | | | 432,773.60 |

Mr. Stolipher motioned to approve the accounts payable for May 23, 2024, in the amount of \$432,773.60. The motion was approved unanimously.

| CHECK NUMBER | | VENDOR NAME | UNCLEARED |
|--------------|--|--|------------|
| 89750 | | ALEXANDRA BEAULIEU | 53.07 |
| 89751 | | AMERICAN FAMILY LIFE INSURANCE COMPANY ICU | 2,116.50 |
| 89752 | | ASBURY UNITED METHODIST CHURCH | 100.00 |
| 89753 | | BENJAMIN S WILLIAMS | 226.00 |
| 89754 | | BERKELEY GLASS INC | 395.00 |
| 89755 | | BETHEL METHODIST CHURCH | 100.00 |
| 89756 | | BLUE RIDGE COMMUNITY CLUB | 100.00 |
| 89757 | | BOLAND TRANE SERVICES INC | 504.62 |
| 89758 | | BUREAU OF CHILD SUPPORT | 373.39 |
| 89759 | | CAMP HILL WESLEY UNITED | 150.00 |
| 89760 | | CAPITAL LIGHTING & SUPPLIES LLC | 1,127.53 |
| 89761 | | CASTO & HARRIS INC | 1,749.72 |
| 89762 | | CHARLES TOWN BAPTIST CHURCH | 100.00 |
| 89763 | | CHRISTIAN HOCKMAN | 280.00 |
| 89764 | | CHURCH OF THE ASCENSION | 300.00 |
| 89765 | | CITIZEN FIRE CO | 150.00 |
| 89766 | | CITY OF CHARLES TOWN | 20.00 |
| 89767 | | COLONIAL LIFE | 95.68 |
| 89768 | | COMMUNITY MARKETS INC | 2,500.00 |
| 89769 | | COMPTROLLER OF MARYLAND | 1,086.61 |
| 89770 | | COVENANT BAPTIST CHURCH | 100.00 |
| 89771 | | CROSSPOINT CHURCH | 200.00 |
| 89772 | | DODSON SEPTIC SERVICE LLC | 285.00 |
| 89773 | | DOUGLAS H FLETCHER | 1,986.46 |
| 89774 | | DUANE DUNN | 300.00 |
| 89775 | | EFTPS IRS TAXES | 105,862.58 |
| 89776 | | EMPOWER RETIREMENT | 6,623.49 |
| 89777 | | FELLOWSHIP BIBLE CHURCH | 100.00 |
| 89778 | | FIRST BAPTIST CHURCH | 200.00 |
| 89779 | | FIRST CITIZENS BANK & TRUST CO | 2,230.47 |
| 89780 | | FRONTIER | 36.50 |
| 89781 | | FRONTIER | 134.42 |
| 89782 | | GREENWAY ENGINEERING | 100.00 |
| 89783 | | GUTTMAN OIL CO | 5,704.77 |
| 89784 | | HIGHMARK WV | 195,143.98 |

| | | | |
|-------|--------|---|------------|
| 89785 | | J.D. POWER & ASSOC | 202.00 |
| 89786 | | JEFFERSON COUNTY COUNCIL ON AGING | 100.00 |
| 89787 | | JEFFERSON SECURITY BANK | 3,885.00 |
| 89788 | | JEFFREY POLCZYNSKI | 1,413.41 |
| 89789 | | KNIGHT'S AUTO GLASS | 400.00 |
| 89790 | | KONE BROOKLYN | 3,314.43 |
| 89791 | | LEETOWN METHODIST CHURCH | 100.00 |
| 89792 | | MARGARET GAINEY | 60.78 |
| 89793 | | MICHAEL BAKER INTERNATIONAL INC | 52,440.00 |
| 89794 | | MICHAEL MONAGHAN | 300.00 |
| 89795 | | MIDDLEWAY FIRE COMPANY | 100.00 |
| 89796 | | NATIONAL VISION ADMIN. | 1,566.92 |
| 89797 | | NATIONWIDE RETIREMENT SOLUTIONS | 1,065.00 |
| 89798 | | PANHANDLE PRINTING & DESIGN | 1,137.81 |
| 89799 | | PATRIOT FIRE AND SECURITY LLC | 590.00 |
| 89800 | | POTOMAC EDISON | 32,567.32 |
| 89801 | | PSYCHOLOGICAL CONSULTING INC | 200.00 |
| 89802 | | RICE TIRES CO | 660.28 |
| 89803 | | ROBIN MAHONY | 349.00 |
| 89804 | | ROGER GOODWIN | 132.50 |
| 89805 | | RUSSELL BURGESS | 4,572.39 |
| 89806 | | RYAN MOSE | 432.50 |
| 89807 | | SPIRIT OF JEFFERSON | 6,375.48 |
| 89808 | | ST JAMES CATHOLIC CHURCH | 100.00 |
| 89809 | | TERRY WELDON | 150.00 |
| 89810 | | THE HARTFORD | 2,324.10 |
| 89811 | | TINA RENNER | 51.00 |
| 89812 | | TONY GAINEY | 1,959.91 |
| 89813 | | TRINITY EPISCOPAL CHURCH | 100.00 |
| 89814 | | UNIFIRST | 199.28 |
| 89815 | | VITAL SIGNS | 325.00 |
| 89816 | | WV DEPUTY SHERIFF RETIREMENT SYSTEM | 23,508.26 |
| 89817 | | WV DIVISION OF LABOR | 180.00 |
| 89818 | | WV PUBLIC EMPLOYEE RETIREMENT SYSTEM | 47,032.01 |
| 89819 | | WV PUBLIC EMPLOYEE RETIREMENT SYSTEM | 166.49 |
| 89820 | | WVCORP WV COUNTIES SELF INSURANCE RISK POOL | 5,000.00 |
| 89821 | FG/009 | SHERIFF OF JEFFERSON COUNTY | 5,673.47 |
| 89822 | BS/011 | SHERIFF OF JEFFERSON COUNTY | 9,492.84 |
| 89823 | AM/053 | SHERIFF OF JEFFERSON COUNTY | 1,799.13 |
| | | | 540,562.10 |

Mr. Stolipher motioned to approve the accounts payable for June 6, 2024, in the amount of \$540,562.10. The motion was approved unanimously.

APPROVAL OF MANUAL CHECKS

| | | | 23-May-24 |
|--------------|--------|--|---------------------|
| | | | OTHER FUNDS |
| Check # | Fund | Vendor | Amount |
| 602 | CS/002 | EASTERN PANHANDLE MENTAL HEALTH CENTER | 800 |
| 603 | CS/002 | JEFFERSON COUNTY HISTORIC LANDMARKS | 13,200 |
| 338 | DG/003 | SHERIFF OF JEFFERSON COUNTY | 16.44 |
| 912 | HD/008 | D-TRAX | \$304.00 |
| 913 | HD/008 | SHERIFF OF JEFFERSON COUNTY | \$2,504.48 |
| 914 | HD/008 | US BANK | \$91.43 |
| 1161 | AV/056 | MILLER'S SUPPLIES AT WORK | \$300.00 |
| 1162 | AV/056 | US BANK | \$804.17 |
| 374 | FP/057 | JEFFERSON CO FARMLAND PROTECTION BOARD | \$119,395.58 |
| 337 | AR/207 | FRIENDSHIP VOLUNTEER FIRE COMPANY | \$1,800.00 |
| 338 | AR/207 | INDEPENDENT VOLUNTEER FIRE COMPANY | \$2,400.00 |
| 339 | AR/207 | SHEPHERDSTOWN VOLUNTEER FIRE COMPANY | \$1,600.00 |
| 340 | AR/207 | SHERIFF OF JEFFERSON COUNTY | \$9,465.61 |
| 341 | AR/207 | US BANK | \$4,075.52 |
| 1883 | CO/246 | PREMIER CONSTRUCTION GROUP LLC | \$33,960.00 |
| 1884 | CO/246 | US BANK | \$110.10 |
| 161 | IP/249 | JEFF CO PARKS & RECREATION COMMISSION | \$14,600.00 |
| TOTAL | | | \$205,427.33 |

Mr. Stolipher motioned to approve the manual checks for May 23, 2024, in the amount of \$205,427.33. The motion was approved unanimously.

| CHECK NUMBER | | VENDOR NAME | UNCLEARED |
|--------------|--------|------------------------------|------------------|
| 89745 | | AT&T BILL PAYMENT | 2.58 |
| 89746 | | DAVID EVERETT BOOBER | 1,822.10 |
| 89747 | | RELIANT POWER MANAGEMENT LLC | 2,312.20 |
| 89748 | GS/004 | WV STATE AUDITOR | 17,190.00 |
| TOTAL | | | 21,326.88 |

Mr. Stolipher motioned to approve the manual checks for May 31, 2024, in the amount of \$21,326.88. The motion was approved unanimously.

| | | | 6-Jun-24 |
|---------|--------|---|-------------|
| | | | OTHER FUNDS |
| Check # | Fund | Vendor | Amount |
| 915 | HD/008 | ALLIED UNIVERSAL ELECTRONIC MONITORING US | 2425.60 |
| 916 | HD/008 | SHERIFF OF JEFFERSON COUNTY | \$2,117.07 |

| | | | |
|--------------|--------|---|---------------------|
| 1163 | AV/056 | GLOBAL SCIENCE & TECHNOLOGY INC | \$960.00 |
| 1164 | AV/056 | MARSHALL & SWIFT BOECKH, LLC | \$3,895.05 |
| 1165 | AV/056 | PRINT-O-STAT | \$190.00 |
| 1166 | AV/056 | WV ASSOCIATION OF COUNTIES | \$100.00 |
| 342 | AR/207 | SHERIFF OF JEFFERSON COUNTY | \$9,519.18 |
| 1 | AI/249 | TISCHLERBISE INC | \$660.00 |
| 135 | SI/249 | TISCHLERBISE INC | \$2,860.00 |
| 124 | LI/249 | TISCHLERBISE INC | \$720.00 |
| 162 | PI/249 | TISCHLERBISE INC | \$1,250.00 |
| 156 | EI/249 | TISCHLERBISE INC | \$790.00 |
| 1462 | IP/249 | SHERIFF OF JEFFERSON COUNTY- SCHOOL IMPACT | \$102.00 |
| 1463 | IP/249 | SHERIFF OF JEFFERSON COUNTY-LAW ENF IMPACT | \$27,362.39 |
| 1464 | IP/249 | SHERIFF OF JEFFERSON COUNTY- PARKS & REC IMPACT | \$114,334.93 |
| 1465 | IP/249 | SHERIFF OF JEFFERSON COUNTY- EMS IMPACT | \$12,032.77 |
| 1466 | IP/249 | SHERIFF OF JEFFERSON COUNTY- ADMIN IMPACT | \$5,755.53 |
| 996 | CW/059 | WV ST AUDITOR | \$1,600.00 |
| 414 | WV/369 | WV DEPUTY SHERIFF RETIREMENT SYSTEM | \$641.00 |
| | | | |
| TOTAL | | | \$187,315.52 |

Mr. Stolipher motioned to approve the manual checks for June 7, 2024, in the amount of \$187,315.52. The motion was approved unanimously.

PUBLIC COMMENT:

Public comment was received by:

David Tabb (see attached)

Christy Stadig (see attached)

PRESENTATIONS

1. Angie Banks- Assessor

Signatures for the Certificate of Oaths for the 2024 land and personal property books

The Commission signed the Certificate of Oaths.

Approval of hire-part time clerk

Mr. Majdi motioned to hire Taylor Isabelle Sutherland as a part-time clerk for the Assessor’s office at an hourly rate of \$18.00 per hour, with a start date of June 10, 2024. The motion was seconded by Mr. Stolipher. The motion was approved unanimously.

2. Tom Hansen, Sheriff

New deputy hire request

Mr. Cook motioned to hire Kaylie Ganoe as a certified deputy beginning June 24, 2024, with a starting salary of \$52,500.00. The motion was seconded by Mr. Stolipher. The motion was approved unanimously.

Fee Schedule Change

Mr. Stolipher motioned to approve the increase in fee for service of process from \$25 to \$30 as provided for in State Code 59-1-14 retroactive to May 29, 2024. The motion was seconded by Mr. Cook. The motion was approved unanimously.

3. Alexandria Beaulieu-Zoning Administrator

Full refund of a fee for a variance application request

Mrs. Tabb motioned for a full refund of \$150 application fee for an application that was deemed unnecessary and withdrawn by the applicant. The motion was seconded by Mr. Majdi. The motion was approved unanimously.

4. Becky Burns- office manager- Engineering department

Commissioner Stolipher recused himself from this discussion and Mrs. Tabb assumed the role as chair.

Complete Construction Bond Release for McGee Civil Construction, LLC - Burr Business Park Lot 30 (File #21-13-SP)

Mr. Majdi motioned for a complete release of the remaining \$356,328.00 from the construction bond for McGee Civil Construction, LLC - Burr Business Park Lot 30 (File #21-13-SP). The motion was seconded by Mr. Cook. The motion was approved unanimously.

Commissioner Stolipher returned to the discussion.

5. Becky Burns- office manager Engineering department

Impact Fee Refund Request

Mr. Stolipher motioned to approve a full refund of the Impact fee paid by John Hobday/ Hobday Custom Homes on behalf of Hank Walter for \$1,725.00; and, the building permit fee of \$1,235.20 be placed in escrow. The motion was seconded by Mrs. Tabb. The motion was approved unanimously.

6. Jessica James- Assistant Deputy County Administrator

Request approval to advertise the following vacancies:

Planning and Zoning Clerk - Department of Engineering, Planning, and Zoning

Mr. Stolipher motioned to approve the request to advertise a planning and zoning clerk position within the Department of Engineering, Planning, and Zoning at a Grade IV, with a salary range of \$35,550 - \$56,880. The motion was seconded by Mr. Cook. The motion was approved unanimously.

Executive Director - Jefferson County Development Authority

Mr. Cook motioned to approve the request to advertise the executive director position within the Jefferson County Development Authority at a Grade VIII, with a salary range of \$76,361-\$122,178. The motion was seconded by Mr. Majdi. The motion was approved unanimously.

Approval to hire Jefferson County Development Authority summer fellow

Mr. Majdi motioned to approve the hire Justin Butcher as a part-time summer fellow for the Jefferson County Development Authority, effective June 6, 2024 - August 23, 2024, at \$17 per hour with the Jefferson County Development Authority responsible for reimbursing the County for funds allocated for this purpose in FY25. The motion was seconded by Mr. Stolipher. The motion was approved unanimously.

7. Public Hearing - regarding a Zoning Map Amendment (rezoning) for the properties designated as Tax District: Kabletown (06), Map: 12, Parcels: 12.6 & 12.7 . The properties are part of the Sunnyside Industrial Park on Kanawha Lane, located south of Wheatland Road. The property owner of these two lots is Cochran Mill Road LLC.; the combined Parcel Size is 20.20 acres. The properties are currently zoned Industrial-Commercial (IC) and a petition has been made to the County Commission by the property owner to change the zoning classification from Industrial-Commercial to Residential-Light Industrial-Commercial (RLIC) (Planning Commission File #24-1-Z).

NO PUBLIC COMMENT RECEIVED

Mr. Stolipher motioned to approve the rezoning for the properties designated as Tax District: Kabletown (06), Map: 12, Parcels: 12.6 & 12.7. The properties are part of the Sunnyside Industrial Park on Kanawha Lane, located south of Wheatland Road as presented. The motion was seconded by Mr. Majdi. The motion was approved unanimously.

8. Bessie Nelson- budget director-

State / Internal budget revisions for FY24

Mr. Stolipher motioned to approve the 10 internal budget revisions and 1 state budget revision as presented for approval. The motion was seconded by Mr. Upson. The motion was approved unanimously.

OPEB (Other Post Employment Benefits) Actuarial study

Mr. Stolipher motioned to use the West Virginia State schedules for completion of the OPES Actuarial Study for FY24 at no additional cost to the County. The motion was seconded by Mr. Majdi. The motion was approved unanimously.

FY25 Cost of Living Adjustment (COLA)

Mrs. Tabb motioned to approve a Cost of Living Adjustment (COLA) increase of 5% for all full-time County employees effective July 1, 2025. Funds to be allocated from the contingency funds. The motion was seconded by Mr. Cook. The motion was approved unanimously.

9. Jennifer Myers- director, Jefferson County Parks & Recreation Commission

Request to have the Jefferson County Commission waive the JCESA fees for the fireworks event on June 29, 2024 (Rain date June 30, 2024) at Sam Michaels Park

Mr. Stolipher motioned for the Jefferson County Commission to waive the fees to provide ambulance services at the 2024 fireworks event to be held at Sam Michaels Park. The motion was seconded by Mr. Upson. The motion was approved unanimously.

10. Luke Seigfried- county planner

Mr. Seigfried provided a quarterly status update of the 2045 Comprehensive Plan.

11. Jane Tabb, county commission

Decision on remaining ARPA funding

It was the consensus of the Commission to table this item to allow the new commissioners to review and make suggestions.

12. Mike Sine, director, Jefferson County Emergency Services Agency:

Pay adjustments for 5 employees

Mr. Stolipher motioned to approve the request for Staci Lentz a FF/Paramedic I, currently at a rate of \$25.00 per hour, for a 3 step increase for 6 years of prior work experience in accordance with AP 1192. At this time, she remains a FF/PI and will

receive a new rate of \$26.44 per hour to be effective June 2, 2024. Upon completion of the introductory period and meeting the requirements of AP 1060 she will receive the revised promotion to FF/Paramedic II Step 3 with the corresponding rate of \$27.11 per hour. The motion was seconded by Mrs. Tabb. The motion was approved unanimously.

Mr. Stolipher motioned to approve the request for James West a FF/AEMT I, currently at a rate of \$21.28 per hour, for a 4 step increase for 8 years of prior work experience in accordance with AP 1192. At this time, he remains a FF/AEMT I and will receive a new rate of \$22.93 per hour to be effective June 2, 2024. Upon completion of the introductory period and meeting the requirements of AP 1060 he will receive the revised promotion to FF/AEMT II Step 4 with the corresponding rate of \$23.51 per hour. The motion was seconded by Mrs. Tabb. The motion was approved unanimously.

Mr. Stolipher motioned to approve the request for Ryan Lesko a Lieutenant, currently at a rate of \$33.46 per hour, for a 2-step increase for 4 years of prior work experience in accordance with AP 1192. He will receive a new rate of \$34.73 per hour to be effective June 2, 2024. The motion was seconded by Mrs. Tabb. The motion was approved unanimously.

Mr. Stolipher motioned to approve the request for Charles Kerns a FF/EMT 11, currently at a rate of \$20.16 per hour, for a 1 step increase for 2 years of prior work experience in accordance with AP 1192. He will receive a new rate of \$20.54 per hour to be effective June 2, 2024. The motion was seconded by Mrs. Tabb. The motion was approved unanimously.

Mr. Stolipher motioned to approve the request for Angel Poe a FF/Paramedic II, currently at a rate of \$26.11 per hour, for a 5 step increase for 10 years of prior work experience in accordance with AP 1192. She will receive a new rate of \$28.67 per hour to be effective June 2, 2024. The motion was seconded by Mrs. Tabb. The motion was approved unanimously.

RFP for Structural Firefighting Turnout Gear

Mrs. Tabb motioned to approve the advertisement for the RFP for structural firefighting turnout gear previously approved to be funded in FY25 with funds coming from Capital Outlay. The motion was seconded by Mr. Stolipher. The motion was approved unanimously.

RFP for Custom Ambulance

Mrs. Tabb motioned to approve the advertisement for the RFP for custom ambulances previously approved to be funded in FY25 with funds coming from Capital Outlay. The motion was seconded by Mr. Stolipher. The motion was approved unanimously.

13. Edwina Benites- Development Authority

Bylaws revision

It was the consensus of the Commission to table this item until the next regular Commission meeting on June 27, 2024, at 6 pm for additional consideration by Nathan Cochran.

Ordinance update

It was the consensus of the Commission to table this item until the next regular Commission meeting on June 27, 2024, at 6 pm for additional consideration by Nathan Cochran.

Appointment of board member-Board of Education

Mr. Stolipher motioned to appoint Kathy Skinner as the Board of Education representative to the Jefferson County Development Authority for a term expiring in July 2027. The motion was seconded by Mrs. Tabb. The motion was approved unanimously.

Solicitation for board member vacancies and expirations

It was the consensus of the Commission to table this item until the next regular Commission meeting on June 27, 2024, at 6 pm for additional consideration by Nathan Cochran.

14. Nathan Cochran-Assistant Prosecuting Attorney

- a. Consider matters involving or affecting the construction, planning, purchase, sale, or lease of property for county office and/or courthouse space.
- b. Report by counsel on Magistrate Court space and related issues.
- c. Discussion of W.Va. Human Rights Comm. Case No. EREP-49-21.
- d. Discussion of potential Fire Levy and possible action or direction in moving forward with levy process.
- e. Report by counsel on building permit and other proposed fee increases for the Department of Engineering, Planning, and Zoning

Mr. Stolipher moved to enter into executive session to receive legal advice and status updates on the contractual matter in items 14 a, c, d, and e, . The motion seconded was by Mr. Majdi. The Commission approved the motion unanimously.

Mr. Stolipher moved to exit executive session and reconvene in regular session. The motion was seconded by Mr. Cook. The Commission approved the motion unanimously.

COUNTY ADMINISTRATOR REPORTS

Commissioner Board and Commissioner Assignments

2024

Jefferson County Commission
Assignments to Boards, Commissions, and Organizations

| Organization | Current 2024 | New 2024 |
|---|-------------------|-------------------|
| Approval of financial bills | Tabb/Jackson | Tabb/Upson |
| Board of Health – BOH | Krouse | Cook |
| Building Repair & Security Courthouse Committee | Krouse | Cook |
| Charles Town Utility Board Liaison - CTUB | Jackson | Upson |
| Community Corrections Committee – Day Report Center | Jackson | Upson |
| Development Authority – JCDA | Majdi | Majdi |
| E911 Council | Tabb | Tabb |
| Extension Service | Tabb | Tabb |
| Farmland Protection Board – JCFPB | Tabb | Tabb |
| Jefferson County Convention & Visitors Bureau - JCCVB | Krouse | Cook |
| Jefferson County Fire & Rescue Association - JCFRA | Krouse | Cook |
| Historic Landmarks Commission – JCHLC | Krouse | Cook |
| Homeland Security/LEPC | Jackson | Upson |
| Legislative Liaison | Co. Administrator | Co. Administrator |
| Jefferson County Parks and Recreation Commission | Majdi | Upson |
| Jefferson County Planning Commission | Stolipher | Stolipher |
| Region 9 | Majdi | Stolipher |
| Solid Waste Authority | Majdi | Majdi |

| | | |
|--|-----------|-----------|
| Hagerstown-Eastern Panhandle Metropolitan Planning Org. (HEPMPO) | Stolipher | Stolipher |
| Eastern Panhandle Transit Authority (EPTA) | Tabb | Tabb |
| Workforce Investment Act Liaison | Majdi | Majdi |

Mr. Stolipher motioned to approve the new boards, commissions and organizations assignments. The motion was seconded by Mr. Majdi. The motion was approved unanimously.

Adjourn

Having no further business, Mr. Stolipher motioned to adjourn the meeting. The motion was seconded and unanimously approved. The Commission adjourned at 7:10 p.m.

Steve Stolipher, PRESIDENT

Respectfully submitted
Jacki Shadle
Jefferson County Clerk’s Office

Public Comment for Jefferson County Commission meeting for June 6, 2024

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

PUBLIC COMMENT –

Within the May 30, 2024, Shepherdstown and Harpers Ferry District Commissioner interviews, the applicants for appointments were told to leave the room. I filed my application timely and even submitted my written statement that I was present for the interview and then I was not allowed to participate. I already understood that I would not be chosen, so what was the harm to interview everyone, instead of the chosen few? Within the interviews, Commission Madji, in part, suggested that he had issues with the Mountain Party platform. In short, the Mountain Party accepted one of the Commissioner's changes in party with open arms. To refresh everyone's memory, Governor Justice was elected as a Democrat and a short time later changed to the Republican party. Maybe one should review the history of one's party before condemning others.

The Shepherdstown and Harpers Ferry District appointees can't appear today, since the minutes are not being approved. Of course, I don't believe that they should be allowed because of the appeal for Krause and Jackson has been filed. The appeal stops any appointments from occurring. In part, the appeal process had not expired making the appointments premature to fill any vacancy.

Agenda #11 - Commissioner Tabb is requesting time for ARPA funding disbursement in the amount of \$30,922.79, but she failed to submit any documentation of where it should go. With an incomplete agenda request, the County Commission cannot take action. Any further action would take additional agenda requests. Previously, Krause and Jackson asked for agenda time and didn't receive it, so why is Commissioner Tabb special?

Agenda #14 - Nathan Cochran

Mr. Cochran has presented no documentation for review. So, no action can take place. Just as a reminder, the public has the right to any and all documentation.

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

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

Have a nice day!

JCC Meeting Public Comment

6June2024
Christy Stadig

Today I am addressing the Jefferson County Commission again to ask for a full audit, for the 5th time. But I'm also here to let the public know why I keep asking since I see a Fire Levy on the agenda.

- Why were the ESA financials not included in the FY2024 State Audit? The State Auditor's office is still waiting on this portion of the FY2024 audit, according to the CID division of the State Auditor's Office.
- In the Tuesday, March 12 budget meeting all five commissioners voted for a full audit but to date, one has not yet been done. (As a reminder of our dark history, and because history tells a story, Commissioners Krouse and Jackson were arrested at that very budget meeting directly after this vote. I don't believe in coincidence...I wonder if the rest of the county does ...? Does anyone else wonder if this whole thing was about the money? I know I sure do...)
- Eddie and Bessie said at the March 21 JCC meeting that the State Auditor said it was not necessary to do an audit. I mean no disrespect here, but I do want to understand who holds the power in my county...do county staff have the power to override a commissioner vote? If it was decided that no audit was necessary, when was that decided and should the commission then have met and discussed that in front of the public, and then rescinded that vote—how does this work exactly? After what I witnessed with the mishaps with the budget this season, I still feel a full audit is needed.
- Here's my next question: Why would the State Auditor's office tell our county staff that no audit was necessary but then tell a taxpayer from Jefferson county that part of the FY2024 audit was delinquent? Is this miscommunication or do we really need to have a conversation about having a full audit in my county?
- Furthermore, Commissioner Majdi is on record stating the following:
 - "I'm expecting more and more errors and omissions to be uncovered over the next few months, and the big picture is we clearly have a budgeting problem," Majdi said. (*Disclosing Death Threats, Majdi Calls for Change in County Commission Politics, Governance* The Spirit of Jefferson County, March 25, 2024, by Tim Crook)
- Where is the money that was contained in the ESA accounts since the County took our Emergency Services over? The last treasury report from the ESA board was dated May 16, 2023 and was for the month ending April 2023. The report stated we had just about 2 million in 4 different accounts. Does the public get to know where this money is or does this commission no longer intend to be transparent now that it manages the emergency services for the county?
- As a taxpayer in Jefferson County, I would just like to know how my tax dollars are being spent before you add in another levy, especially since there is now NO ambulance and NO fire truck at Blue Ridge Fire Department, and service times to get to my home are now around 16 minutes in the event of an emergency.

Motions for 4 June 2024 JCREC

Submitted to the JCREC at the meeting
by Delegate Bill Ridenour

Delegate Bill Ridenour addressed the Jefferson County Republican Executive Committee and proposed some potential things to consider. Delegate Ridenour feels we are in the midst of a national crisis, and stated "in his 41 years in the Marine Corps and the Defense Intelligence Agency, I watched dozens of countries collapse. I've never seen a country more ripe for collapse or in the state of collapse than we are right now..."

He went on to say, "but in keeping with that thought that we are in fact in a national crises and that our Republican entities need to stand up, I'm frankly not satisfied with what I see out of the Republican National Committee and certainly not out of the WV Republican Executive Committee, I would like to see this Executive Committee take some actions forthright to actually see if we can do some things that will address the crisis, not only nationally, but within our own state."

He presented the JCREC with a list of suggestions:

1. That the JCREC declares that the lawfare being waged against Donald Trump is both unconstitutional and illegal, and
 - a. that the JCREC re-affirms it's full support of Donald Trump
 - b. that the JCREC requests that the Secretary of State remove Joseph Biden and Kamala Harris from the general election ballot
2. That the JCREC call on the WV Legislature to bring itself into special session to enact legislation to protect West Virginia during the current national crisis caused by the Democrat Party and other elements of the radical Left, and that the legislature consider:
 - a. developing means to counter unconstitutional, illegal, unethical or counter-productive actions by the Biden regime
 - b. prohibiting election interference against candidates
 - c. ensuring election integrity
 - d. prohibiting political prosecution and persecution
 - e. increasing funding & authorities for the WV AG office to oppose unconstitutional actions
 - f. preventing illegal aliens from coming into West Virginia
3. That the JCREC request the JC Commission hire more deputies to ensure that there is at least one deputy per 1000 residents
 - a. and that the JC Commission prioritize law enforcement in the county
4. That the JCREC by-laws be modified so that no member of the JCREC will be an office holder in any elected position.
5. That the JCREC call on prosecutors, including the Jefferson County DA, to bring criminal charges against Kamala Harris, Merrick Garland and Alexandro Majorkis for various crimes, including:

Motions for 4 June 2024 JCREC

Submitted to the JCREC at the meeting
by Delegate Bill Ridenour

- a. Conspiracy to facilitate an invasion of West Virginia by illegal aliens
 - b. Conspiracy to facilitate criminal activity, including drug trafficking
6. That the JC Commission authorize in independent, comprehensive investigative report into how solar fields were approved and developed in Jefferson County, including, but not limited to:
- a. Authorities and required permits
 - i. Including any federal, state, and local permits
 - b. Approval process for the solar fields
 - i. Including votes, and individuals who approved any aspect of the solar fields
 - c. Land use arrangements for the solar fields
 - d. Real estate purchases related to the solar fields
 - e. Assessment of the environmental impacts
 - f. Assessment of infrastructure impacts

| DESCRIPTION | FUND 001 CO. | | TOTAL |
|-------------------------------|--------------|--------|--------------|
| Gross Wages | \$462,034.66 | | \$462,034.66 |
| | | | |
| 6.2% Tax Payable OASDI | \$27,517.36 | | \$27,517.36 |
| 1.45% Tax Payable HI | \$6,435.67 | | \$6,435.67 |
| Fed Withholding | \$37,956.52 | | \$37,956.52 |
| PA State Tax | \$0.00 | | \$0.00 |
| WV State Withholding | \$14,880.20 | | \$14,880.20 |
| VA State Tax | \$498.22 | | \$498.22 |
| MD State Tax | \$1,086.61 | | \$1,086.61 |
| PERS I Retirement Deduct 4.5% | \$8,694.44 | | \$8,694.44 |
| PERS II Retirement Deduct 6% | \$8,379.41 | | \$8,379.41 |
| DSRS Retirement Deduct 8.5% | \$8,155.92 | | \$8,155.92 |
| EMS Retirement Deduct 8.5% | \$1,194.09 | | \$1,194.09 |
| Hosp. Pre-Taxed | \$16,262.80 | | \$16,262.80 |
| D/VF | \$1,643.96 | | \$1,643.96 |
| AFLAC Pre-Taxed | \$299.37 | | \$299.37 |
| AFLAC Post-Taxed | \$758.88 | | \$758.88 |
| Optional Life Post-Taxed | \$1,954.77 | | \$1,954.77 |
| Wage Attach #1 | \$373.39 | | \$373.39 |
| Wage Attach #2 | \$166.49 | | \$166.49 |
| Wage Attach #3 | \$0.00 | | \$0.00 |
| Wage Attach #4 | | | \$0.00 |
| 457 - Nationwide | \$1,065.00 | | \$1,065.00 |
| 457I - Empower | \$4,866.36 | | \$4,866.36 |
| 457R - Roth | \$1,757.13 | | \$1,757.13 |
| Christmas Club | \$3,885.00 | | \$3,885.00 |
| Colonial(Plus) | \$47.84 | | \$47.84 |
| Uniforms | | | \$0.00 |
| Total Deductions | \$147,879.43 | \$0.00 | \$147,879.43 |
| | | | |
| Net Wages Total | \$314,155.23 | \$0.00 | \$314,155.23 |
| | | | |
| Payroll Date | June 7, 2024 | | |

| DESCRIPTION | FUND 001 CO. | | TOTAL |
|-------------------------------|---------------|--------|--------------|
| Gross Wages | \$462,159.00 | | \$462,159.00 |
| 6.2% Tax Payable OASDI | \$27,539.69 | | \$27,539.69 |
| 1.45% Tax Payable HI | \$6,440.54 | | \$6,440.54 |
| Fed Withholding | \$37,569.04 | | \$37,569.04 |
| PA State Tax | \$0.00 | | \$0.00 |
| WV State Withholding | \$14,855.85 | | \$14,855.85 |
| VA State Tax | \$494.63 | | \$494.63 |
| MD State Tax | \$1,062.00 | | \$1,062.00 |
| PERS I Retirement Deduct 4.5% | \$8,616.10 | | \$8,616.10 |
| PERS II Retirement Deduct 6% | \$8,515.22 | | \$8,515.22 |
| DSRS Retirement Deduct 8.5% | \$7,657.83 | | \$7,657.83 |
| EMS Retirement Deduct 8.5% | \$1,062.78 | | \$1,062.78 |
| Hosp. Pre-Taxed | \$16,023.00 | | \$16,023.00 |
| D/VF | \$1,648.90 | | \$1,648.90 |
| AFLAC Pre-Taxed | \$299.37 | | \$299.37 |
| AFLAC Post-Taxed | \$758.88 | | \$758.88 |
| Optional Life Post-Taxed | \$1,954.77 | | \$1,954.77 |
| Wage Attach #1 | \$373.39 | | \$373.39 |
| Wage Attach #2 | \$0.00 | | \$0.00 |
| Wage Attach #3 | \$0.00 | | \$0.00 |
| Wage Attach #4 | | | \$0.00 |
| 457 - Nationwide | \$1,065.00 | | \$1,065.00 |
| 457I - Empower | \$4,941.36 | | \$4,941.36 |
| 457R - Roth | \$1,825.70 | | \$1,825.70 |
| Christmas Club | \$3,885.00 | | \$3,885.00 |
| Colonial(Plus) | \$47.84 | | \$47.84 |
| Uniforms | | | \$0.00 |
| Total Deductions | \$146,636.89 | \$0.00 | \$146,636.89 |
| Net Wages Total | \$315,522.11 | \$0.00 | \$315,522.11 |
| Payroll Date | June 21, 2024 | | |

REQUISITIONS TO BE APPROVED

June 27, 2024

| DEPARTMENT | P.O. NUMBER | AMOUNT | VENDOR | DESCRIPTION |
|--------------------------|-------------|---------------------|---------------------------------|----------------------------|
| | | | | |
| COUNTY CLERK - ELECTIONS | 2407S | \$ 10,928.58 | ESS Election Systems & Software | 2024 Primary Ballot Layout |
| | | | | |
| GRAND TOTAL | | \$ 10,928.58 | | |

**JEFFERSON COUNTY COMMISSION
AGENDA REQUEST FORM**

Name: Tom Hansen

Department or Organization: Sheriff and Treasurer

Commission Meeting Date: Next Available

Special Meeting Date (if necessary):

Subject (wording to be placed on agenda):

New Deputy Hire

Court Security Grant Award

Agreement Renewal with Job Corps

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

- We have another applicant who has passed all prerequisites and is available for hire. We are requesting approval of his hire July 1, 2024 with starting pay of 53,550.00
- We have been awarded \$31,000 in funding from the Court Security Grant to continue outfitting the Courthouses with XRay machines.
- Renew Agreement with Harpers Ferry Job Corps and USDA Forest Service

Type of Request: (Funding/Hiring): hiring

Funding/Salary/Hourly Amount: see below

Name of Hire (if Applicable): see below

Grade/Step/Hours (PT/FT):

Start Date (beginning of pay period): see below

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 _____ as an Uncertified Deputy beginning 7/1/24 with a starting salary of 53,550.00.

I move to accept the award of \$31,000 from the Court Security Grant and authorize the President to sign the associated documents.

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: 304-728-3205

Email Address:

dlowe@jeffersoncountywv.org

**JEFFERSON COUNTY COMMISSION
AGENDA REQUEST FORM**

Additional Comments Page:

I move to approve the Agreement with Harpers Ferry Job Corps and the USDA Forest Service.



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

PRESIDENT
Steve Stolipher

VICE PRESIDENT
Jane Tabb

COMMISSIONER
James Cook

COMMISSIONER
Pasha Majdi

COMMISSIONER
Kelvin Upson

To: Commissioner Steve Stolipher
 Commissioner Jane Tabb
 Commissioner James Cook
 Commissioner Pasha Majdi
 Commissioner Kelvin Upson

From: Bessie Nelson

Date: June 27, 2024

Re: Fiscal Note: Sheriff's Personnel Request

Sheriff Thomas Hansen requests the following new hire for vacant Deputy position:

| | | |
|---|----------------|-------------|
| XXXXXXXXXXXXXXXX | \$25.2404/hour | \$53,500.00 |
| - Amount budgeted for this position in FY 24: | | \$58,650.00 |
| - Amount budgeted for this position in FY 25: | | \$58,650.00 |



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: LAW ENFORCEMENT COOPERATION WITH JEFFERSON COUNTY SHERIFF'S OFFICE

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 U.S. Forest Service LEI, the Center Staff and other local groups to stage an active shooter drill to be practiced at the Center at least once yearly.
- M. Check licensing and registration sites to verify that weapons, which were confiscated at Harpers Ferry Job Corps Center, are registered and licensed.
- N. Take possession of illegal materials and objects (e.g. drugs, drug paraphernalia, weapons, explosives) confiscated by Center staff. Custody of said materials and objects will be formally transferred from Center staff to GCSO staff through written (and photographic when needed) documentation.

**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.
- I. Release students who are arrested and released on an Own Recognizance Bond to the Harpers Ferry JCCCC principal contact or other Harpers Ferry JCCCC staff as needed. Students will not be physically returned to the Harpers Ferry JCCCC facility however, U.S. Forest Service LEI personnel will notify the Harpers Ferry JCCCC Principal or staff of the student's release in order to have the student transported to his/her home of record.
- J. Attempt to, within regulations and policy guidelines, transfer Center staff or students suspected of crimes to Jefferson County Sherrifs department custody; obtain and maintain evidence; and preserve potential crime scenes.

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.
- 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 Sheriff and other local groups to stage an active shooter drill to be practiced at the Center at least once yearly.
- K. Contact local law enforcement authorities if the Center Director believes a strip search of a student is necessary. Harpers Ferry JCCCC shall not conduct strip searches of students.
- L. Contact local law enforcement authorities when searches for evidence in criminal prosecution must be conducted. Request the assistance of a law enforcement officer with a search warrant, except when delay would endanger the physical well-being of students.
- M. Transfer custody of drugs, drug paraphernalia, or alcohol to County Sherrif if needed for evidence in a case; or destroy these materials after consultation with County Sherrif and the U.S. Forest Service LEI.

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 Hausen, Sheriff 102 Industrial Blvd Kearneysville, WV 25430 Telephone: 304-728-3205 Email: thansen@jcsdvwv.com | Tom Hansen, Sheriff 102 Industrial Blvd Kearneysville, WV 25430 Telephone: 304-728-3205 Email: thansen@jcsdvwv.com |

Principal U.S. Forest Service Contacts:



| | |
|---|---|
| <p align="center">U.S. Forest Service JCCCC Contact</p> | <p align="center">U.S. Forest Service Administrative Contact</p> |
| <p>Shawn L. Miller 146 Buffalo Drive Harpers Ferry WV 25425 Telephone: 304-724-3421 FAX: 304-728-8200 Email: shawn.miller@usda.gov</p> | <p>Brian Boushey 146 Buffalo Drive Harpers Ferry WV 25425 Telephone: 304-724-3434 FAX: 304-724-8200 Email: brian.boushey@usdas.gov</p> |
| <p align="center">U.S. Forest Service LEI Contact</p> | <p align="center">U.S. Forest Service Administrative Contact</p> |
| <p>Jason Haberberger 4 Farm Colony Drive Warren, PA 16365 Telephone: 814-728-6296 Email: jason.haberberger@usda.gov</p> | |

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 Jefferson 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, 2025 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

Date

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

Date

JEFFERSON COUNTY WV
County Commissioner

Date

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).



USDA, Forest Service

OMB 0596-0217
FS-1500-008

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.

New Agreement/Modification Request

Each Program Manager must complete the following steps:

- Acquire NRM Roles (GA Program Approver and GA Program Technician role). *See NRM Guides*
- Contact an Operations Branch Grants Management Specialist (GMS) for questions & guidance. *See OG&A Contacts*
- Submit this Coversheet along with all required attachments to the Washington Office (WO) Operations Branch:

SM.FS.wo ga staff@usda.gov

- Allow 30-45 days for the execution of an agreement. Lead time varies based on unit workload/capacity.

Section 1. General Information

Forest/Unit: 1601 Job Corps
 FS Program Contact Name: Ira E. Young Email: ira.e.young@usda.gov Phone: 303-275-5112
 Work Plan Acquisition Project ID # 689339 NRM Proposal ID # (New Agreements Only) _____
 Agreement Project Title: Cooperative Law Enforcement Agreement with Local Sheriff Department (Annual Renewal)
 Agreement Number: _____ Modification #: _____
 Estimated Start Work Date: 07/01/2024 Estimated End Date: 07/01/2025

Section 2. Cooperator Information

Organization Name: Jefferson County Sheriff's Department UEI #: JS3XDJKLVQF5 SAM Expiration Date: _____
 Address Line 1: 102 Industrial Blvd Address Line 2: _____
 City: Kearneysville State: WV Zip: 25430 Country: Jefferson
 Project Contact Name: Tom Hansen Email: tharden@jcsdvw.com Phone: 304-728-3205
 Secondary Project Contact Name: _____ Email: _____ Phone: _____

Section 3. Funding

| | | |
|------------------------|--|--|
| Incoming \$ | Amount: _____ Overhead %: _____ | <input type="checkbox"/> Advanced <input type="checkbox"/> Reimbursable |
| Outgoing \$ | Amount: _____ SHC: _____ Amount: _____ SHC: _____ | <i>If using a SHC from another incoming agreement</i> Source funding agreement #: _____ |
| Type of funding | <input type="checkbox"/> GAOA <input type="checkbox"/> IJJA / BIL <input type="checkbox"/> IRA <input type="checkbox"/> Appropriated Funds <input type="checkbox"/> Other: | <i>Interagency Agreements Only</i> TAS: _____ ALC: _____ |

Section 4. Attachment Checklists

Federal Financial Assistance (FFA)

- SF-424
- SF-424A or SF-424C
- SF-424B or SF-424D
- AD-1047 (Debarment)
- AD-1049 or AD-1052 (Drug-Free)
- AD-3030 FS (For-Profit/Non-Profit Only)
- Lobbying Certification (FS \$ Over \$100k)
- Cooperator Delegation of Signing Authority
- Non-Competition Justification Letter
 - If >\$75k and not competed
- Financial Capability Questionnaire/Checklist (If Applicable)
- Indirect Cost Rate Documentation (e.g., NICRA)
- Project Narrative (including Timeline)
- Detailed Project Budget and Budget Narrative
 - Sufficient detail to perform a Federal cost analysis

Interagency Agreements

- FMS Form 7600A
- FMS Form 7600B
- FMS Form 7600B Block 28 (If Applicable)
- Economy Act Letter (If Applicable)
- Determination of Best Procurement Approach (If Applicable)
- Approval for IT equipment, software, and services that exceed \$25k (If Applicable)

Indicate Interagency Agreement Type



- Single Project Agreement
 - Requires both 7600A and 7600B(s)
- Multi-Project Agreement
 - Requires separate cover sheets and separate 7600Bs

| All Other Partnership Agreements | Modifications |
|--|--|
| <input type="checkbox"/> Appropriate OG&A Form(s) <input type="checkbox"/> Scope of Work (SOW) <ul style="list-style-type: none"> • Must describe proposed project and related activities <input type="checkbox"/> Financial Plan <i>(if Applicable)</i> | <input type="checkbox"/> Modification Form (FS 1500-19) <input type="checkbox"/> Scope of Work <i>(if Applicable)</i> <input type="checkbox"/> Financial Plan <i>(if Applicable)</i> |

| Key Considerations |
|---|
| <ul style="list-style-type: none"> • Verify the cooperator is current on their reporting requirement(s), and that all reports have been uploaded in NRM <ul style="list-style-type: none"> • Ensure latest invoices are submitted and payments are certified in NRM <ul style="list-style-type: none"> • Confirm all program and cooperator contacts are current/correct • If adding funds, consider extending the performance period all in one action |

| Sec. 5. Key Contacts | |
|--|--|
| FS Program Manager Name and Email | FS Budget Approver Name and Email |
| Ira E. Young ira.e.young@usda.gov | Lindsey DeShazer lindsey.deshazer@usda.gov |
| FS Administrative Contact Name and Email | FS Signature Official Name and Email |
| Shawn L. Miller shawn.miller@usda.gov | The Signatory Official must be specifically authorized by FSM 1580 or a current FY Delegation of Authority letter. Shawn L. Miller shawn.miller@usda.gov |

| Section 6. Additional Comments |
|-------------------------------------|
| Empty space for additional comments |

| | | | |
|--|--|---|---|
|   | <p>HARPERS FERRY JOB CORPS CIVILIAN CONSERVATION CENTER</p> <p>CENTER OPERATING PROCEDURE</p> | <p>COP NO.</p> <p>5.3</p> | <p>Effective Date:</p> <p>6/29/2023</p> |
| <p>Center Director:</p> | | | |
| <p>SUPPLEMENT TO: PRH 5.3; Exhibits 2-1 and 5-2</p> | | | |
| <p>SUBJECT/TITLE: Personal Safety and Security</p> | | | |

1. **PURPOSE:** To establish a standard operating procedure which provides guidance to protect the personal safety and security of students, staff, and property on center at all times.
2. **POLICY:** Center shall establish and comply with the Safety and Security Standard Operating Procedure (SOP) and local law enforcement agreement. Center COP will supplement a local law enforcement agreement, or when necessary govern how the center will respond to center safety and security issues that are not addressed in its law enforcement agreement.
3. **PROCEDURES:**

The Center Director (CD) shall ensure the following:

- A. Control of entry and exit to center
 - 1.) During the hours of normal operations 0730 to 1630, M-F, the main entry gate will remain open with signs directing visitors to the Administration Building for check-in. After hours, the gate will be secured by Security/Harpers Ferry Staff and visitor access to the center will be monitored. All staff will use issued access cards to enter after hours.
 - 2.) In cases of heightened security postures, a staff member will be placed at the gate to ensure only authorized personnel enter.
 - a. Communication with Administration or Duty Office Staff is critical during this operation. Ensure the landline is working properly and if possible have your cell phone or radio available for secondary means of communication.
 - b. Monitor all incoming and outgoing traffic, only allow entry to verified visitors and all emergency response vehicles. If media arrives have them stand by in the parking area adjacent to the flag memorial and send the on-duty supervisor to meet them.

- c. If a vehicle fails to heed commands to halt, get out of the way of the vehicle and call 911 for police assistance immediately. Notify Administration or Duty Office staff of the gate runner so they can take appropriate actions.
 - d. Law Enforcement and Emergency personnel will be met by a staff member and escorted to the location they are needed at. Local law enforcement, emergency services, and federal law enforcement are also invited to visit the center frequently to familiarize themselves with the facility layout to expedite their services in the event of an emergency.
- B. Proper confiscation of weapons and illegal drugs and other items that are barred from the center.

1. Confiscated weapons will not be returned to the student while the student is still on center.
2. The following steps will be taken in conjunction with law enforcement to verify whether confiscated weapons have been registered and licensed.

If the confiscated weapon is a firearm, a description of the firearm along with the serial number will be given to the local law enforcement along with a request for them to verify if the firearm has been registered and licensed. Once this has been verified, appropriate actions will be taken.

3. The center will sanction any student possessing a weapon or other unauthorized items on center in accordance with PRH Exhibit 2-1.
4. Center will handle, secure, and if necessary, timely dispose of unauthorized goods prohibited from being on center of the following:

firearms and ammunition, explosives and incendiaries, knives, homemade weapons, drugs and drug paraphernalia, stolen property, alcohol, tobacco for minors, and any other items that are illegal under state law or that could pose a danger to safety and security.

Unauthorized goods will be confiscated and turned in to the Center Standards Officer (CSO) along with the "Search and Seizure Request" form to be placed in the safe in his office for safekeeping until a decision can be made about the proper disposal of the item. A "Confiscated Property or Evidence Receipt" is generated to describe the item along with the location and time/date that it was confiscated. The original is kept by the CSO and a copy is given to the Center Director and the Originator. The unauthorized item is then disposed of in one of three ways: (1) It is sent to the official home of record address of the student with a tracking number assigned to ensure delivery, (2) It will be turned over to the Wellness Manager for disposal, or (3) It is turned over to Law Enforcement.

5. Illegal drugs are defined as any substance listed on any schedule of the Controlled Substances Act, including seeds or residue. Center acknowledges that no valid prescription can be provided for Schedule I drugs, including marijuana.

All illegal drugs found on center will be reported to Law Enforcement. The drugs will be transferred to law enforcement for evidence in a case or the center will dispose of the drugs in compliance with state

and local laws and in accordance to the Medication Management SOP. The illegal drugs will be tracked by the center using the "Confiscated Property or Evidence Record" and the "Disposal Record".

6. The center will record and track all illegal drugs and all weapons confiscated or otherwise found on center. Center's documentation includes the following: date the illegal drugs and weapons were found, the date they were secured and where they were secured, date they were disposed or returned, and how they were disposed or returned. If weapons or illegal drugs are found or confiscated from a student, documentation will include the following: the individual's name and his or her student identification number, the date the items were found, where they were found, how they were located, disciplinary actions faced following the discovery, and disposition of the items. Staff will not be included in the center's documentation record. USDA Forest Service will handle any matters involving staff disciplinary actions and documentation through the appropriate legal and human resources channels.

7. When a student brings a weapon or potentially dangerous item that the student may legally own but is not permitted to possess on center, the item

must be returned to the student according to the student's choice of the following:

a. Returning the item after the student is sent home in accordance with the student disciplinary process, by arranging a date on which the student may safely pick up the item; or

b. Mailing or shipping the item to an address where the student may later safely pick it up or receive it.

If the student does not want the item returned or does not provide an address for return, the item will be considered abandoned property, and the center must dispose of it according to the requirements of its local law enforcement agreement and Center Safety and Security SOP. Center will comply with PRH recording and reporting requirements for these items before making arrangements for their return.

G. Requirements for Contacting Local Law Enforcement:

1. Any time a serious crime or emergency occurs, the center will contact the appropriate law enforcement or emergency services. This is done using the 911 system established locally.

2. Federal Law Enforcement will be contacted when there has been damage done to federal property only.

3. Center operators may not prohibit any center personnel or student from calling 911 or any law enforcement agency, and may not limit the personnel or students who may call 911 or law enforcement.

H. Return of Stolen Property:

1. Stolen property will be returned to the rightful owner if the person is still on center, if not, verification of mailing address will be made and item(s) shipped to the owner.

I. **Prohibition of Firearms:** Center shall prohibit the presence of firearms except in the following cases:

1. The security of student payroll by non-center staff
 2. Law enforcement personnel conducting routine law enforcement duties. (If employed by the center, security personnel cannot carry firearms in the course of that employment.)
- J. **Active Shooter Response:** An active shooter is defined as an individual actively engaged in killing/ injuring or attempting to kill/injure people in a confined or populated area; in most cases, active shooters use firearm(s), and there is no pattern or method to their selection of victims.

See: Harpers Ferry Job Corps Civilian Conservation Center "Emergency Action Plan" Appendix 3, pg. 46 for Active Shooter plan

Upon discovery of an Active Shooter event, as soon as it is safe to do so, law enforcement (911) must be called, and communicate, "There is an Active Shooter event in progress."

The 911 call (from a safely concealed area) should provide the following information:

1. Description and possible location of suspect(s) if known
2. Number and types of weapons
3. Suspect's direction of travel
4. Location and condition of any victim(s)

Safety Officer and/or the person in charge must be prepared to meet and guide law enforcement officers if possible. The goal of law enforcement is to locate, isolate, and neutralize the shooter as quickly as possible to prevent any deaths or injuries.

In response to an Active Shooter event the guidelines listed below should be followed:

1. **Evacuate.** If there is an accessible escape path, attempt to leave the premises.
 - a) Have an escape route and plan in mind
 - b) Evacuate regardless of whether others agree to follow
 - c) Leave belongings behind
 - d) Help others escape, if possible
 - e) Prevent individuals from entering an area where the active shooter may be
 - f) Do not attempt to move wounded people
 - g) Call 911 when you are safe
 - h) Follow the instructions of any law enforcement officials/authorities
2. **Hide Out:** If evacuation is not an option, find a place to hide where the active shooter is less likely to go. Direct others into resident rooms or adjacent rooms, close the door and attempt to barricade the door. The hiding place: (a) Be out of the active shooter's view, (b) Provide protection if shots are fired, and (c) Not trap or restrict options for movement.

If the active shooter is nearby:

- Lock the door
- Silence your cell phone, pager, and/or other electronic devices
- Turn off any source of noise (e.g., radios, televisions)
- Hide behind large items (e.g., cabinets, desks)
- Blockade the door with heavy furniture
- Stay as low to the floor as possible and remain quiet

If evacuations and hiring out are not options:

- Remain calm
- Call 911, if possible, to alert police to the active shooter's location
- If you cannot speak, leave the line open and allow the dispatcher to listen

3. **Take Action.** If your life is in imminent danger, as a last resort, attempt to disrupt and/or incapacitate the active shooter by:

- Acting as aggressively as possible against the active shooter
- Throwing items and improvising weapons
- Yelling
- Committing to your actions.

4. Announce an "All Clear" when the scene is declared safe by law enforcement officials/authorities.

K. **Search and Seizure:**

Center shall conduct searches and seizures only in the following circumstances:

- a) General inspections of dorm rooms, lockers, and other facilities may be conducted periodically.
- b) Searches for unauthorized goods may be conducted only when the Center Director believes such goods are being hidden on center. The reasons for the searches must be documented. Searches and seizures will be documented in the log book and CSO log if items are seized.
- c) The scope of search may be no wider than what is necessary to accomplish the specific purpose of the search. Unauthorized goods found as a result of a search must be confiscated.
- d) A search of a person or entire group of Job Corps students is prohibited when the information in the possession of the Job Corps official indicates that only some members or less than all members of the group are in possession of contraband that is prohibited on center property.
- e) Center shall not conduct strip searches of students. If the Center Director believes a strip search of a student is necessary, local law enforcement authorities must be contacted and requested to perform the search.
- f) Searches for evidence of crime may be conducted for evidence in criminal prosecution. These must always be done by a law enforcement officer with a search warrant, except

when the delay would endanger the physical well-being of students.

L. Student Notification

Center must notify all students of the center's policies and procedures regarding unauthorized goods and search and seizures.

Students are given the Student Handbook in CPP and informed of the centers policies and procedures from dress and appearance to unauthorized goods.

M. Use of Physical Restraint and Isolation

Center must comply with the following:

- a) Limit use of physical restraint to only those situations that seriously threaten persons or property. Ensure that no student is restrained for more than one hour without at least verbal consultation and approval from a physician. Staff cannot use handcuffs, mace, pepper spray (or any derivatives) on students. Staff must be aware of and abide by any state laws regarding restraint and isolation.
- b) Identify and use on center isolation facilities for temporary segregation of students from their peers only when behavior constitutes an immediate threat to themselves, other persons, or property.

A student placed in any isolation facility will be observed every 15 minutes, and this observation will be documented on a signed log giving the exact time of observation and the signature of the staff member conducting the observation. Isolation cannot exceed 12 hours unless accompanied by a statement from the center physician that the isolation is not medically prohibited.

Harpers Ferry Civilian Conservation Center

Harpers Ferry, West Virginia








BUILDINGS

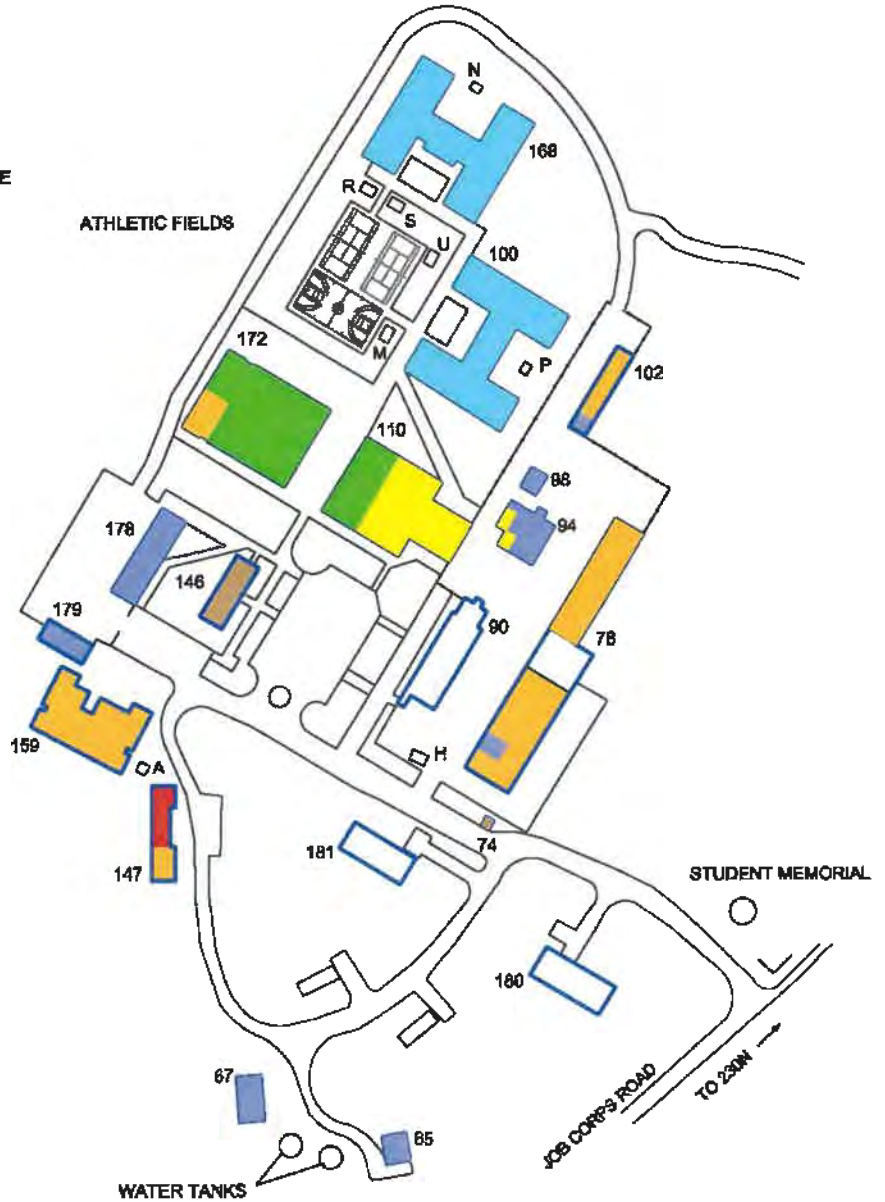
- 85 - PUMP HOUSE
- 67 - EXCESS STORAGE
- 74 - GATE HOUSE
- 78 - VOCATIONAL TRAINING
- 90 - VOCATIONAL TRAINING
- 94 - MAINTENANCE SHOP
- 98 - BLDG MAINTENANCE STORAGE
- 100 - DORMITORIES 1 AND 2
- 102 - VOCATION STORAGE
- 110 - DINING HALL - RECREATION
- 146 - ADMINISTRATION
- 147 - MEDICAL
- 159 - EDUCATION
- 168 - DORMITORIES 3 AND 4
- 172 - GYMNASIUM
- 178 - CENTER WAREHOUSE
- 179 - SHED STORAGE
- 180 - VACANT
- 181 - VACANT

STRUCTURES

- A - GAZEBO
- H - SHED
- M - PAVILION
- N - STORAGE
- P - STORAGE
- R - PAVILION
- S - PAVILION
- T - STRUCTURE
- U - PAVILION

FUNCTION LEGEND

- | | |
|---|----------------|
|  | ADMINISTRATION |
|  | CAFETERIA |
|  | DORMITORY |
|  | EDUCATION |
|  | MEDICAL/DENTAL |
|  | RECREATION |
|  | STORAGE |



Existing Site Plan





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: LAW ENFORCEMENT COOPERATION WITH JEFFERSON COUNTY SHERIFF’S OFFICE

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 contrahand item searches.

- K. Routinely patrol the Harpers Ferry JCCCC or make other efforts for a visible presence at the Center.
- L. Coordinate with the U.S. Forest Service LEI, the Center Staff and other local groups to stage an active shooter drill to be practiced at the Center at least once yearly.
- M. Check licensing and registration sites to verify that weapons, which were confiscated at Harpers Ferry Job Corps Center, are registered and licenscd.
- N. Take possession of illegal materials and objects (e.g. drugs, drug paraphernalia, weapons, explosives) confiscated by Center staff. Custody of said materials and objects will be formally transferred from Center staff to GCSO staff through written (and photographic when needed) documentation.

**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.
- I. Release students who are arrested and released on an Own Recognizance Bond to the Harpers Ferry JCCCC principal contact or other Harpers Ferry JCCCC staff as needed. Students will not be physically returned to the Harpers Ferry JCCCC facility however, U.S. Forest Service LEI personnel will notify the Harpers Ferry JCCCC Principal or staff of the student's release in order to have the student transported to his/her home of record.
- J. Attempt to, within regulations and policy guidelines, transfer Center staff or students suspected of crimes to Jefferson County Sherrifs department custody; obtain and maintain evidence; and preserve potential crime scenes.

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.
- 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 Sheriff and other local groups to stage an active shooter drill to be practiced at the Center at least once yearly.
- K. Contact local law enforcement authorities if the Center Director believes a strip search of a student is necessary. Harpers Ferry JCCCC shall not conduct strip searches of students.
- L. Contact local law enforcement authorities when searches for evidence in criminal prosecution must be conducted. Request the assistance of a law enforcement officer with a search warrant, except when delay would endanger the physical well-being of students.
- M. Transfer custody of drugs, drug paraphernalia, or alcohol to County Sherrif if needed for evidence in a case; or destroy these materials after consultation with County Sherrif and the U.S. Forest Service LEI.

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:

| <u>Cooperator Program Contact</u> | <u>Cooperator Administrative Contact</u> |
|---|---|
| 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 | |

- 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 Jefferson 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 han 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, 2025 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

Date

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

Date

JEFFERSON COUNTY WV
County Commissioner

Date

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: **Nikki Painter**
Department or Organization: **County Clerk**
Estimation of amount of time needed for appointment: **10 mins**
Date Requested – 1st Choice: **June 27, 2024**
If a specific date is needed, please provide reason for specific date:
Date Requested – 2nd Choice:

Subject (*Wording to be placed on agenda*): **Approval of Depository Bonds for Fiscal Year 2024-2025**

Please provide the County Commission with a description of your request or presentation, including any background information:
The depository bonds have been adjusted to the levels recommended by the Sheriff's Tax Office.

Is this a funding request? **Y/N**
If so, how much?
Provide exact financial impact/request:

Recommended motion (*Please type out the wording of the motion that you would like the Commission to approve*):
To approve the Depository Bonds for fiscal year 2024-2025 as presented.

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

| |
|--|
| FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/RECOMMENDATION |
| |



Office of Sheriff and Treasurer of Jefferson County

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

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

Animal Control Office
161 Poor Farm Road
Kearneysville, WV 25430
304-728-3289
Fax 304-728-4889

March 12, 2024

To: County Commission
County Clerk
Prosecuting Attorney

From: Sheriff Hansen

Subject: Bank Securities Bonding – County Bank Accounts

The following is an overview of the various County Bank Accounts which hold County Monies and the Securities/Bonding for each of these accounts:

| | |
|-------------------------|---|
| Bank of Charles Town | Account balance of \$24,633,473.40 as of 2/29/24. (\$25,000,000.00 in pledged securities.) |
| Jefferson Security Bank | Account balance of \$290,111.23 as of 2/29/24. (\$800,000.00 in pledged securities.) |
| United National Bank | Account balance of \$3,938,877.16 as of 2/29/24. (\$5,500,000.00 in pledged securities, all other amounts are covered by FDIC) |
| Truist | Account balance of \$13,173,530.91 as of 2/29/24. (\$16,000,000.00 in pledged securities.) |

Taking into consideration upcoming account transfers, it is my recommendation that the pledged securities with Jefferson Security be decreased to \$300,000.00 and decreased with Truist to \$13,500,000.00.

In accordance with the memorandum dated September 28, 2006 concerning bonding of depositories, the Chief Tax Deputy will continue to monitor all accounts on a monthly basis to assure that each account is sufficiently collateralized. Should it be determined that adjustments in securities on respective accounts are needed, the banking institution will be contacted for this purpose.

Live With Honor Serve With Pride

DEPOSITORY PLEDGE AGREEMENT

Jefferson County Commission ("Depositor") has selected UNITED BANK ("Bank") as a depository for certain of its funds and Bank has agreed to act as the depository for those funds in accordance with applicable laws, which require that Bank secure the deposited funds, to the extent not insured by the Federal Deposit Insurance Corporation ("FDIC"), by pledging securities ("Eligible Securities") of any type permissible by law ("Governing Statutes"), WELLS FARGO SECURITIES, LLC ("WFS") and WELLS FARGO BANK, N.A. ("WFBNA") (collectively, the "Custodians"), acting as collateral agent for Depositor, have agreed to hold the pledged securities in safekeeping pursuant to the terms of this Depository Pledge Agreement dated as of April , 2024 (the "Agreement").

NOW, THEREFORE, in consideration of the mutual promises and covenants in this Agreement, Depositor, Bank and Custodians agree as follows:

1. **GRANT OF SECURITY INTEREST; INSTRUCTIONS REGARDING COLLATERAL.** Bank hereby grants to Depositor a security interest in all Eligible Securities held by Custodians and reflected on Custodians' records as being pledged to Depositor (the "Collateral"), Minnesota shall be the jurisdiction of the Collateral, and Custodians agree to hold all Collateral deposited with them, and to serve as collateral agent for Depositor, pursuant to the terms of this Agreement. Until Depositor has the right to compel sale of the Collateral under Paragraph 7 hereof, Custodians may act only in accordance with the joint instructions of Bank and Depositor, provided that Bank shall be permitted to unilaterally substitute Eligible Securities for the Collateral in accordance with Paragraph 3 hereof. Except as otherwise set forth in this Agreement, Instructions to Custodians regarding disposition of Eligible Securities shall be given in accordance with the terms of the WFS Customer Agreement and WFBNA Safekeeping Agreement that the Bank has entered into with the Custodians. Addendum "A" contains the names and specimen signatures of individuals authorized to act on behalf of Depositor and Addendum "B" contains the names and specimen signatures of individuals authorized to act on behalf of Bank. Either Depositor or Bank may add or remove authorized representatives without the consent of the other at any time by providing Custodians with a replacement addendum, duly executed by an authorized individual. In no event shall the Custodians be responsible for determining whether the pledged securities are "Eligible Securities".

2. **AMOUNT OF COLLATERAL.** The aggregate market value of Eligible Securities held by Custodians at all times during the term of this Agreement must be in an amount not less than % of (a) the amount of the collected funds on deposit, increased by (b) the amount of accrued but unpaid interest, (c) reduced by that portion of the funds insured by the FDIC. Such amount is hereinafter called the "Required Collateral Value". In no event shall the Custodians be responsible for determining whether the aggregate market value of the Collateral equals or exceeds the Required Collateral Value.

3. **WITHDRAWALS AND SUBSTITUTIONS OF COLLATERAL.** If the aggregate market value of Collateral held by Custodians at any time exceeds the Required Collateral Value, Bank may withdraw any excess Collateral by providing Custodians with a written withdrawal authorization signed by an authorized representative of Depositor. Depositor agrees to promptly sign the withdrawal notice if the market value of the remaining Collateral equals or exceeds the Required Collateral Value. Additionally, Bank may substitute Eligible Securities for any of the Collateral held by Custodians at any time by providing Custodians with a written substitution notice from an authorized representative of the Bank, provided that the market value of the Collateral following such substitution would equal or exceed the Required Collateral Value. A substitution notice may be provided by overnight delivery, regular mail, facsimile, email or other means acceptable to Custodian. If Bank elects to require Depositor's

written consent on a substitution notice in connection with any substitution complying with this section, Depositor agrees to provide it promptly upon Bank's request. Custodians shall be entitled to rely on, and Bank and Depositor agree to hold Custodians harmless from any actions taken pursuant to, and consistent with, the instructions given in a withdrawal or substitution notice.

4. **BANK'S OBLIGATIONS.** Bank shall perform all of the duties and obligations required of a depository under applicable law with respect to collateralization of the funds of Depositor on deposit with Bank, including the duties and obligations required under the Governing Statutes. At the expiration of the term of this Agreement, Bank shall turn over to any successor depository designated by Depositor all funds held by Bank as depository. Bank will furnish to Depositor a monthly statement listing a description of the Collateral. The statement will specify the par value, market value, and maturity date of each component of the Collateral. Upon request, Bank shall provide to Depositor a copy of Bank's most recent publicly available quarterly or annual financial statement.

5. **CUSTODIANS' OBLIGATIONS.** Custodians shall perform the duties and obligations required of Custodians hereunder, in accordance with the provisions of the Governing Statutes. On receipt of Eligible Securities pledged to Depositor, including Eligible Securities substituted for other Collateral, Custodians shall promptly identify such Eligible Securities on their books and records as being Collateral held pursuant to this Agreement, and shall promptly issue and deliver to Depositor and Bank a duplicate receipt of such Collateral at the address indicated below the signature of each party. Depositor may only waive delivery of Collateral receipts by a written notification to Custodian that is signed by an authorized individual identified on the Exhibit A hereto or as subsequently amended.

6. **INDEMNIFICATION.** Depositor agrees to indemnify and hold harmless Custodians, their officers, directors, employees and agents, against claims, liabilities or expenses (including reasonable attorneys' fees) arising out of Custodians' compliance with any instructions from Depositor or Bank with respect to the Collateral, except if such claims, liabilities or expenses are caused by Custodians' gross negligence or willful misconduct. Bank agrees to indemnify and hold harmless Custodians, their officers, directors, employees and agents, against claims, liabilities or expenses (including reasonable attorneys' fees) arising out of Custodians' compliance with any instructions from Bank with respect to the Collateral, except if such claims, liabilities or expenses are caused by Custodians' gross negligence or willful misconduct.

7. **DEFAULT AND REMEDIES.** If Bank defaults in performing its obligations under Paragraph 4 above, or if Bank is declared insolvent, or if a receiver is appointed for Bank, Depositor may instruct Custodians to sell the Collateral or any part thereof at public or private sale, after providing Bank at least (3) business days prior written notice and opportunity to cure the default, and, if Bank fails to cure the default within the required period of time, Custodians shall proceed to sell the specified Collateral in accordance with the Depositor's instructions. The proceeds of any sale shall be applied to satisfy any indebtedness owed by Bank to Depositor, and any excess proceeds shall be returned to Bank. Depositor will also have any other remedies available under applicable law. The Custodians shall be entitled to rely on and shall be held harmless from acts taken in accordance with such instructions from Depositor.

8. **TERMINATION OF AGREEMENT.** Any party to this agreement may terminate this Agreement by giving thirty (30) days prior written notice of termination to the other parties.

9. **SUCCESSORS AND ASSIGNS.** The terms of this Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective corporate successors and assigns, heirs and personal representatives.

10. **MISCELLANEOUS.** The headings of this agreement are for convenience of reference only and should not be used in interpreting this Agreement. If any provision of this agreement is illegal or unenforceable under applicable law, that provision should be deemed reformed so as to be enforceable to the extent permitted by applicable law, or if that is not possible, then this Agreement should be read as if that provision was never a part of it, and the remainder of the Agreement will be enforceable. THIS AGREEMENT REPRESENTS THE FINAL AGREEMENT OF THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. Notices given under this Agreement must be addressed as set forth below the signature of each party, and will be effective upon actual receipt by the addressee or upon refusal of delivery during the normal business hours of the addressee.

(Signatures appear on the next page)

DEPOSITOR:
Jefferson County Commission

Email:

By: _____

Title:

BANK:
UNITED BANK

Name: Nikki Painter

By: _____

Address:
PO Box 9
Charles Town, WV 25313
Telephone No.:

Title:

Name:

Address:
PO BOX 1508
PARKERSBURG WV 26102-1508
Telephone No. :
Email:

CUSTODIAN: Wells Fargo Securities, LLC Brokerage Account Number: 1AA17474

By: _____

Name:

Title: Operations Officer

Address for notice: 90 South 7th Street, 5th Floor, MAC N9305-05F Minneapolis, MN 55402

Email: WFSpledge@wellsfargo.com

Telephone: 800-645-3751 Option 3

Fax No.: 855-838-5722

CUSTODIAN: Wells Fargo Bank, N.A. Safekeeping Account Number: 1AA17474

By: _____

Name:

Title: Operations Officer

Address for notice: 90 South 7th Street, 5th Floor, MAC N9305-05F Minneapolis, MN 55402

Email: WFSpledge@wellsfargo.com

Telephone: 800-645-3751 Option 3

Fax No.: 855-838-5722

ADDENDUM "A"
(Authorized Officers of Depositor)

One signature of any of the following authorized officers of Depositor is required to authorize actions to be taken pursuant to the foregoing Depository Pledge Agreement.

- | | |
|--------------------|-------|
| 1. _____ (Name) | _____ |
| 2. _____ (Name) | _____ |
| 3. _____ (Name) | _____ |
| 4. _____ (Name) | _____ |
| 5. _____ (Name) | _____ |

ADDENDUM "B"
(Authorized Officers of Bank)

One signature of any of the following authorized officers of Bank is required to authorize actions to be taken pursuant to the foregoing Depository Pledge Agreement.

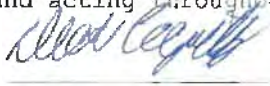
- | | | |
|-----|--------|-------------|
| 6. | _____ | _____ |
| | (Name) | (Signature) |
| 7. | _____ | _____ |
| | (Name) | (Signature) |
| 8. | _____ | _____ |
| | (Name) | (Signature) |
| 9. | _____ | _____ |
| | (Name) | (Signature) |
| 10. | _____ | _____ |
| | (Name) | (Signature) |

R E S O L U T I O N

"Resolved that this bank do execute and deliver to the County Commission of Jefferson County, Charles Town, West Virginia, a bond in the penalty of \$25,000,000.00 as depository of public moneys, under the provisions of Chapter 18, Article 9, Section 6, Official Code of West Virginia, and that said bond be secured by an Irrevocable Standby Letter of Credit number TBD / Copy of Letter of Credit to be provided for \$25,000,000.00 to cover all County Commission of Jefferson County, Charles Town, West Virginia deposits. This Irrevocable Standby Letter of Credit is issued by the Federal Home Loan Bank of Pittsburgh, PA in favor of the County Commission of Jefferson County, Charles Town, West Virginia.

The draft of the said bond has been read and submitted to the Board at this meeting be and the same is hereby approved, and the Executive Vice President be and he/she is hereby authorized and directed to execute said bond, in the corporate name, and under the corporate seal of this bank, and the Executive Vice President of this bank be and he/she is hereby authorized and directed to execute the Letter of Credit with the Federal Home Loan bank of Pittsburgh, PA as described above, and to file with the Treasurer of the said County Commission of Jefferson County, West Virginia the said bond of this bank to become effective July 1, 2024 and to expire on June 30, 2025, subject to the approval of and acceptance by said County Commission of Jefferson County, Charles Town, West Virginia.

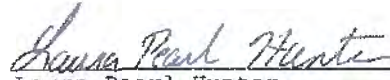
I certify the foregoing to be an exact copy of a resolution unanimously passed and adopted at the regular meeting of the Board of Directors of Bank of Charles Town, held on April 16th, 2024 at which a quorum was present and acting throughout.


Secretary

State of West Virginia

County of Jefferson, to-wit:

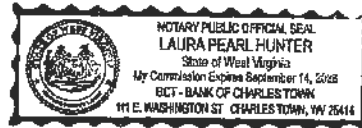
The foregoing instrument was acknowledged before me this 16th day of April 2024 by Dean J. Cognetti, Secretary of Bank of Charles Town, a West Virginia Corporation, on behalf of the corporation.



Laura Pearl Hunter
Notary Public

My commission expires:

September 14, 2028



BOND OF BANK OF CHARLES TOWN
AS
DEPOSITORY OF PUBLIC MONEYS

KNOW ALL MEN BY THE PRESENTS,

That the undersigned Bank of Charles Town, a banking institution incorporated under the laws of the State of West Virginia and doing business at Charles Town, Jefferson County, West Virginia, is held and firmly bound unto County Commission of Jefferson County, Charles Town, West Virginia, in the sum of Twenty Five Million Dollars (\$25,000,000.00) for the payment of which well and truly to be made, the said Bank of Charles Town binds itself and its successors firmly by these presents.

IN WITNESS, WHEREOF the said Bank of Charles Town has executed this bond by causing its Executive Vice President to sign its corporate name and affix its corporate seal hereto by order of its Board of Directors, this 16th day of April 2024.

The condition of the above obligation is such that whereas the said Bank of Charles Town has been designated by the County Commission of Jefferson County, Charles Town, West Virginia as depository of public moneys under the provisions of Chapter 18, Article 9, Section 6, Official Code of West Virginia, now therefore, if said Bank of Charles Town shall receive, keep safe, and pay over all moneys which may be deposited in or come under the custody of said Bank of Charles Town as such depository, from the 1st day of July 2024 through the 30th day of June 2025, and shall faithfully perform all of the duties imposed by said Article upon the said Bank of Charles Town as such depository, then this obligation shall be void; otherwise to remain in full force and effect.

As security for the faithful performance of this bond and to protect and indemnify against any or all loss of public moneys by reason of any default on the part of said Bank of Charles Town in its capacity as such depository of public moneys, the said Bank of Charles Town, by order of said County Commission of Jefferson County, Charles Town, West Virginia, and in accordance with the provisions of Chapter 18, Article 9, Section 6, will execute one Irrevocable Standby Letter of Credit; Number TBD / Copy of Letter of Credit to be provided for \$25,000,000.00 to cover all County Commission of Jefferson County, Charles Town, West Virginia accounts. This Letter of Credit will be issued by the Federal Home Loan Bank of Pittsburgh, PA. This Letter of Credit will be held by the Federal Home Loan Bank of Pittsburgh, PA as collateral security for this bond, with a copy provided to the County Commission of Jefferson County, Charles Town, West Virginia.


In event of any default in the conditions of this bond, The Federal Home Loan Bank shall reimburse the County Commission of Jefferson County, Charles Town, West Virginia, and shall accept as sufficient evidence of such default for such delivery, a certified copy of an order of said County Commission of Jefferson County, Charles Town, West Virginia stating such default.

Upon receipt of said funds under this Letter of Credit from said The Federal Home Loan Bank of Pittsburgh, PA in case of any default of the said Bank of Charles Town in complying with the conditions of its said bond, the County Commission of Jefferson County, Charles Town, West Virginia shall apply the proceeds to the payment of the amount owing by said Bank of Charles Town by reason of any such default in the conditions of its said bond, and after such payment the residue, if any, shall be paid to said Bank of Charles Town.

On June 30, 2025, if the said Bank of Charles Town has complied with the conditions of this bond, said Letter of Credit will expire, and, if the need for a new bond is necessary for a subsequent period, the said Bank of Charles Town will execute such new bond and new letter of credit.

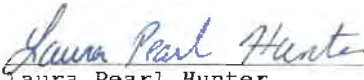
BANK OF CHARLES TOWN

SEAL

By 
Executive Vice President

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

The foregoing instrument was acknowledged before me this 16th day of April 2024 by Dean J. Cognetti, Executive Vice President of Bank of Charles Town, a West Virginia corporation, on behalf of the corporation.



Laura Pearl Hunter
Notary Public

My commission expires:

September 14, 2028



I, Matthew Harvey, Prosecuting Attorney of the County Commission of Jefferson County, Charles Town, West Virginia, hereby certify that the above bond is in due and legal form and conformable to the provisions of Chapter 18, Article 9, Section 6 of the code of West Virginia.


Matthew Harvey, Prosecuting Attorney
for the County Commission of
Jefferson County, Charles Town, West Virginia

4/22/2024
Dated

**JEFFERSON COUNTY COMMISSION DEPOSITORY BOND
TRUIST
CHARLOTTE, NORTH CAROLINA**

KNOW ALL MEN BY THESE PRESENTS, That, the undersigned, TRUIST, Charlotte, North Carolina, a Corporation organized and existing under the laws of the United States of America, is held and firmly bound unto the State of West Virginia, in the sum of Thirty Million Eight Hundred Seventy Thousand Dollars (30,870,000.00) to the payment thereof, will truly be made to said Jefferson County Commission, State of West Virginia, the undersigned binds itself and its successors and assigns by these present,

Signed and sealed this 3rd day of April 2024.

THE CONDITIONS OF THE ABOVE OBLIGATION IS SUCH THAT, Whereas, Truist of Charlotte, North Carolina, principal has been duly and legally designated in the manner required by law as a depository of the public monies of the Jefferson County Commission, State of West Virginia. Now therefore, if the said Truist, principal herein, shall reserve safely, keep well and truly pay over all monies which may be deposited in or under the custody of the said Truist as such County depository, according to law and shall further faithfully perform all the duties by law upon said principal as depository monies, then this obligation shall be null and void, otherwise are to remain in full force and effect.

The said Bank herewith deposited and pledged with the Jefferson County Commission, State of West Virginia, to secure the performance of its undertakings herein above set out the following collateral to-wit:

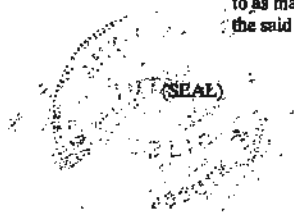
| PAR VALUE | DESCRIPTION | COUPON RATE | MATURITY DATE |
|------------------|-----------------------------------|--------------------|----------------------|
| \$200,000.00 | FNMA MBS MA4431 (31418D4R0) | 2.00% | 08/01/2051 |
| \$2,320,000.00 | FHLMC SUPER 30Y FIXED (3132DWAD5) | 1.50% | 10/01/2050 |
| \$1,700,000.00 | FNMA CMO 2020-77 A (3136BCUN8) | 1.50% | 11/25/2050 |
| \$390,000.00 | FNMA CMO (3136BCHF0) | 1.25% | 11/25/2050 |
| \$350,000.00 | FHLMC SUPER (3132DWAV5) | 1.50% | 01/01/2051 |
| \$600,000.00 | FHLMC SUPER (3132DWCN1) | 2.00% | 10/01/2051 |
| \$8,000,000.00 | FHLMC SUPER 30Y FIXED (3132DWAM5) | 1.50% | 11/01/2050 |
| \$6,400,000.00 | FHLMC CMO REMIC (3137F6C70) | 1.00% | 11/25/2050 |
| \$11,000,000.00 | GNMA REMIC TRUST (38382F5K6) | 1.50% | 07/20/2050 |

It is understood and agreed:

- (1) Such collateral shall be held by **WELLS FARGO BANK, N.A.**, Minneapolis, MN or the **FEDERAL RESERVE BANK** of Richmond, Virginia, (Safekeeping Agents) so long as the said Truist is not in default in its undertakings hereinabove set out, and if the said Truist has not defaulted in its undertakings then such collateral shall be returned to the said Truist on the 30th day of June, 2025.
- (2) The said Truist shall have the right to the interest payable on such collateral, and may for the purpose of collecting the same have access to such collateral, in conjunction with a representative of the said Safekeeping Agent in order to obtain interest coupons representing interest payable or may direct the said Safekeeping Agent to detach such coupons.
- (3) The said Truist shall from time to time have the right to withdraw any part of the above collateral upon substitution of other collateral of the same marketability acceptable to the Jefferson County Commission. The said Truist shall have the right to withdraw any part of the above-mentioned collateral when properly authorized, providing the monies on deposit with the said Truist do not exceed the amount of such collateral security remaining as security for the performance under the terms of this depository bond.

[-Internal-]

(4) In the event of default of the said Trust in its undertakings, herein set out during the said period beginning July 1, 2024 and ending June 30, 2025 the said Jefferson County Commission, State of West Virginia, shall have the right to make sale of so much of the collateral hereinbefore referred to as may be required to make good the undertaking of the said Trust after due notice is given to the said Trust.



TRUIST

BY: Tony R. Jacobs
Assistant Vice President
Truist Corporate Treasury Management

STATE OF NORTH CAROLINA,
COUNTY OF ROBESON, TO-WIT:

I, Amy Pittman a Notary Public in and for the County and State aforesaid, do hereby certify that Tony R. Jacobs, who signed the writing above as Assistant Vice President of Truist, a Corporation, bearing date of the 3rd day April 2024 for said Corporation has this day acknowledged the said writing to be the act and deed of said Corporation.

Given under my hand this 3rd day of April 2024.

Amy Pittman
Notary Public

My commission expires: 8/8/2028

Matthew L. Harney 4/22/2024
Matthew L. Harney
Prosecuting Attorney

BOND OF JEFFERSON SECURITY BANK

AS

DEPOSITORY OF PUBLIC MONEYS

KNOW ALL MEN BY THESE PRESENTS,

That the undersigned Jefferson Security Bank, a banking institution incorporated under the laws of the State of West Virginia and firmly bound unto the State of West Virginia, in the sum of Three Hundred Thousand Dollars and zero cents (\$300,000.00) for the payment of which will and truly to be made, the said Jefferson Security Bank binds itself and its successors firmly by the presents.

IN WITNESS WHEREOF the Jefferson Security Bank has executed this bond by causing its EVP and Chief Financial Officer to sign its corporate name and affix its corporate seal hereto by order of its Board of Directors, this 17th day of April 2024.

The condition of the above obligation is such that whereas the said Jefferson Security Bank has been designated by the County Commission of Jefferson County, West Virginia, as depository of public moneys under the provisions of Section 2, Article 6, Chapter 7, Official Code of West Virginia, now therefore, if said Jefferson Security Bank shall receive, keep safe, and pay over all moneys which may be deposited in or come under the custody of said Jefferson Security Bank as such depository, from the 1st day of July, 2024 until the 30th day of June, 2025 and shall faithfully perform all of the duties imposed by said article upon the said Jefferson Security Bank as such depository, then this obligation shall be void; otherwise to remain in full force and effect.

As security for the faithful performance of this bond and to protect and indemnify against any or all loss of public moneys by reason of any default on the part of said Jefferson Security Bank in its capacity as such depository of public moneys, the said Jefferson Security Bank, by order of said County Commission, and in accordance with the provisions of Section 2, Article 6, Chapter 7 of the code, has deposited with First Horizon Bank the following securities:

| <u>Type</u> | <u>Pledged Book Value</u> | <u>Cusip</u> |
|------------------------------|---------------------------|--------------|
| Stephen F Austin St Univ Tax | 823,478.61 | 8586203T2 |
| Total pledged | \$ 823,478.61 | |

To be held by First Horizon Bank as collateral security for this bond as aforesaid, until the said First Horizon Bank shall deliver the same as hereinafter provided.

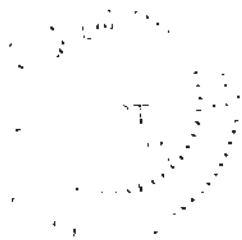
The receipt of said First Horizon Bank for said bond and said securities so deposited with it shall be held by said County Commission during the life of this bond.

In event of any default in the conditions of this bond, said First Horizon Bank shall deliver said securities to the County Commission of Jefferson County, West Virginia, and shall accept as sufficient evidence of such default for such delivery, a certified copy of an order of said County Commission stating such default.

Upon receipt of said securities from the said First Horizon Bank, in case of any default on the part of the Jefferson Security Bank in complying with the conditions of its said bond, the said County Commission shall sell the said securities and apply the proceeds to the payment of the amount owing by said Jefferson Security Bank by reason of any such default in the conditions of its said bond, and after such payment the residue, if any, derived from the proceeds of the sale of said securities, shall be paid to said Jefferson Security Bank.

On June 30, 2025, if the said Jefferson Security Bank has complied with the conditions of this bond, said First Horizon Bank shall return the securities held by it hereunder to the said Jefferson Security Bank and may accept as sufficient evidence of such compliance a certified copy of any order of said County Commission stating such compliance.

Until receipt of notice of any such default, said First Horizon Bank shall pay all interest or other income collected by it from the securities held hereunder to the said Jefferson Security Bank.



JEFFERSON SECURITY BANK

By *Genia Perella*

Executive Vice President and Chief Financial Officer

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

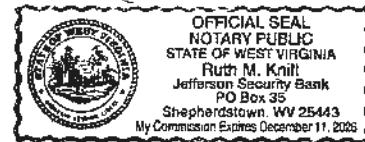
I, Ruth M. Knitt, a Notary Public in and for the county and state aforesaid, do hereby certify that Jenna L. Kesecker, who as Executive Vice President and Chief Financial Officer of Jefferson Security Bank, a corporation, signed the writing above, bearing date on the 17th day of April 2024 for said corporation, has this day in my said county, before me acknowledged the said writing to be the act and deed of said corporation.

Given under my hand this 17th day of April 2024.

Ruth M. Knitt

Notary Public

My Commission expires Dec 11, 2026



I, Matthew L. Harvey, Prosecuting Attorney of Jefferson County, West Virginia, hereby certify that the above bond is in due and legal form and conformable to the provisions of Section 2, Article 6, Chapter 7, of the Code of West Virginia.

MSH

Prosecuting Attorney

Date 5/1/2024

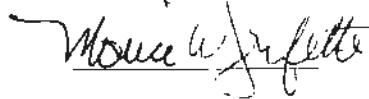
RESOLUTION

RESOLVED that Jefferson Security Bank does execute and deliver to the County Commission of Jefferson County, West Virginia, a bond in the penal sum of Three Hundred Thousand Dollars and zero cents (\$300,000.00) as depository of public moneys pursuant to the provisions of Chapter 18, Article 9, Section 6, of the West Virginia Code, and that said bond be secured by deposit with First Horizon Bank of Memphis, Tennessee the following securities:

| <u>Type</u> | <u>Pledged Book Value</u> | <u>Cusip</u> |
|------------------------------|---------------------------|--------------|
| Stephen F Austin St Univ Tex | 823,478.61 | 8586203T2 |
| Total pledged | \$ 823,478.61 | |

and that the draft of said bond have been submitted to the Board at this meeting and the same is hereby approved and the Executive Vice President and Chief Financial Officer be, and she hereby is, authorized and directed to execute said bond, in the corporate name, and under the corporate seal of Jefferson Security Bank, and that the President and Chief Executive Officer of this bank be and she hereby is, authorized to deposit with First Horizon Bank the above listed security as security therefore, and to file with the Clerk of the County Commission of Jefferson County the bond of this bank, to become effective forthwith and to expire June 30, 2025, subject to the approval and acceptance of said County Commission of Jefferson County, West Virginia.

I, Monica W. Lingenfelter, Corporate Secretary of Jefferson Security Bank, a corporation, hereby certify that the foregoing is an exact and true copy of a Resolution unanimously passed and adopted by Jefferson Security Bank at a meeting of the Board of Directors hereof held, pursuant to law, on April 17th, 2024.



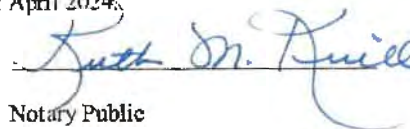
Monica W. Lingenfelter
Corporate Secretary



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

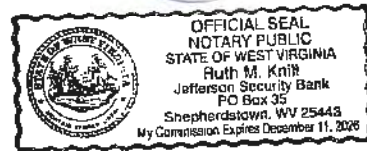
I, Ruth M. Knill, a Notary Public in and for the county and state aforesaid, do hereby certify that Monica W. Lingenfelter, who as Corporate Secretary of Jefferson Security Bank, a corporation, signed the writing above, bearing date on the 17th day of April 2024 for said corporation, has this day in my said county, before me, acknowledged the said writing to be the act and deed of said corporation.

Given under my hand this 17th day of April 2024.



Notary Public

My commission expires Dec 11, 2026



AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: Rebecca Hall

Department or Organization: Prosecuting Attorney's Office Victim Assistance Program

Estimation of amount of time needed for appointment: 5 minutes

Date Requested – 1st Choice: **6/27/24**

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

Date Requested – 2nd Choice:

Subject (*Wording to be placed on agenda*): VOCA Grant Application 2024-2025 Approval and Signature

Please provide the County Commission with a description of your request or presentation, including any background information:
The Victim Assistance Program is requesting approval and signature for the 2024-2025 VOCA Federal Grant Application.

Is this a funding request? 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*):

Approve and Sign the 2024-2025 VOCA Grant Application

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: Rebecca Hall

Email address: rhall@jeffersoncountywv.org

Phone Number: 304-725-6550

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/RECOMMENDATION

COMMISSION STAFF USE ONLY

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: Jessica James, Assistant Deputy County Administrator

Department or Organization: Jefferson County Commission

Estimation of amount of time needed for appointment: 10 minutes

Date Requested – 1st Choice: **June 27, 2024**

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

Date Requested – 2nd Choice:

Subject (*Wording to be placed on agenda*): **Interview and appointment to the Jefferson County Historic Landmarks Commission – one three-year term ending March 30, 2027**

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

- ⬇ One vacancy remains on the Historic Landmarks Commission due to the resignation of a former member upon the expiration of his term on March 30, 2024.
- ⬇ Applicant David Carroll has provided his resume/letter of interest for consideration (attached)

Is this a funding request? Y/N - NO – no funding requested or necessary

If so, how much? \$

Provide exact financial impact/request:

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

- ⬇ **I move to approve the appointment of David Carrall to the Jefferson County Historic Landmarks Commission for a three-year term ending March 30, 2027.**

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

If not attached, explain:

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

Contact information:

Email address:

Phone Number:

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/RECOMMENDATION

not applicable

David Carroll
dcarroll@wetlands.com
Shepherdstown, WV (703) 463 1921

To the Jefferson County Historic Landmarks Commission:

While volunteering at the monthly Burr House breadmaking last year, I introduced myself to Martin Burke and broached the subject of making myself available as a volunteer for any archeological work the Commission might contemplate. Mr. Burke suggested I seek a seat on the Commission, a suggestion that was recently repeated.

I grew up in Jefferson County from the age of three, received my undergraduate degree in History at Shepherd College (now University) in 1996, and have lived my entire life in the Eastern Panhandle. For the past 26 years I have worked as an archeologist and cultural resource management professional at Thunderbird Archeology, working mostly across the river in Northern Virginia. I have witnessed the region's ongoing transition from a rural to suburban landscape, and have seen the need to preserve and present the County's history for present and future generations.

As a professional archeologist, I have worked in the private sector to locate, record, and interpret local history through material culture, frequently as a precursor to commercial and residential development. I hope I will be afforded the opportunity to bring my expertise to the Historic Landmarks Commission and play a part in the preservation and dissemination of Jefferson County's history. Thank you for your consideration.

Regards,

David Carroll

Jefferson County Commission
Application for Boards, Committees or Commissions

Please type or print information

Name: David Carroll

Home Telephone Number: 703-463-1921

Work Address: 5600 Wellington Branch Dr, Gainesville, VA 20155

Work Phone Number: 703-679-5625

Mobile Phone Number: 703-463-1921

E-mail Address: dcarroll@wetlands.com

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

Occupation: Archeologist

Education: High School Jefferson High School 1991

College Shepherd College 1996 ; University of Leicester 2015

Trade/Business School n/a

Are you a United States citizen? Yes No

Are you a West Virginia resident? Yes No

Are you a resident of Jefferson County? Yes No

Are you able to produce verification of residency? Yes No

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

Address: 104 W German St., Apt 201

Shepherdstown, WV 25443

Magisterial District: Shepherdstown

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

See resume; 26 years experience as professional archeologist in the
cultural resource management industry.

Organization Memberships and Positions Held : Register of Professional Archeologists

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

| Date: | Offense: |
|-------|----------|
| | |
| | |
| | |

Statement: n/a

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

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

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

Signature:  Date: 6/20/2024

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

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: Nancy Strine

Department or Organization: City of Martinsburg, representing the Eastern Panhandle HOME Consortium as the HOME Administrator

Estimation of amount of time needed for appointment: 5 minutes

Date Requested – 1st Choice: **June 27th**

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

Date Requested – 2nd Choice: July 11th

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

Here's the 2 action items for the Commissioner's Agenda. - 3 year HOME Consortium Renewal FY 2024-FY 2027 :

1. Approve: A Resolution for Jefferson County, WV Authorizing Participation in the Eastern Panhandle HOME Consortium of West Virginia for the period of July 1, 2024 to June 30, 2027.
2. Approve: A Cooperative Agreement, "Housing Consortium Cooperative Agreement by and Between the City of Martinsburg and the County of Jefferson, West Virginia for the Period of July 1, 2024 to June 30, 2027"

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

Every 3 years we must renew the whole Eastern Panhandle HOME Consortium of West Virginia to include the town of Bolivar, Corporation of Harpers Ferry, Corporation of Shepherdstown, City of Ranson, City of Charles Town, Town of Hedgesville, Town of Paw Paw, Town of Bath, City of Martinsburg, Berkeley County, Morgan County, and Jefferson County. I come out to renew the resolution and the agreement. This allows for the continuation of the federal HOME grant to come into Martinsburg to be distributed throughout the Eastern Panhandle. There is no monetary contribution.

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*):

See above

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

If not attached, explain:

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

Contact information:

Email address: nstrine@cityofmartinsburg.org .. Phone Number: 304-264-2131 ext. 278

| |
|--|
| FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/RECOMMENDATION |
| not applicable |

RESOLUTION

A RESOLUTION OF THE COUNTY COMMISSION OF JEFFERSON COUNTY, WEST VIRGINIA AUTHORIZING PARTICIPATION IN THE EASTERN PANHANDLE HOME CONSORTIUM OF WEST VIRGINIA FOR THE PERIOD OF JULY 1, 2024 TO JUNE 30, 2027.

WHEREAS, TITLE II of the National Affordable Housing Act of 1990 provides for the creation of the HOME Investment Partnership Program (hereinafter referred to as “HOME”); and

WHEREAS, the HOME regulations promulgated by the U.S. Department of Housing and Urban Development (HUD) under 24 CFR Part 92 authorizes units of general local government to enter into Housing Consortium Cooperation Agreements; and

WHEREAS, there is a need throughout the Eastern Panhandle of West Virginia to provide affordable housing for the low and moderate-income residents; and

WHEREAS, the City of Martinsburg, County of Berkeley, Town of Hedgesville, County of Jefferson, Town of Bolivar, City of Charles Town, Corporation of Harpers Ferry, City of Ranson, Corporation of Shepherdstown, County of Morgan, Town of Bath, Town of Paw Paw, West Virginia, have formed a Consortium that has been designated as a Participating Jurisdiction under the HOME Program, thereby entitling the Consortium to seek annual funding; and

WHEREAS, the Eastern Panhandle HOME Consortium is required to seek designation as a HOME Consortium Agreement for the period FY 2025, FY 2026, and FY 2027 in order to seek annual funding; and

WHEREAS, the County Commission of Jefferson County entered into a three (3) year Housing Consortium Cooperation Agreement; and

WHEREAS, the County Commission of Jefferson County recognizes the need to obtain funding for affordable housing and has identified the HOME Program as a source of funds to meet this need.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSION of JEFFERSON, WEST VIRGINIA THAT:

1. The **County Commission of Jefferson County** will cooperate with the City of Martinsburg, County of Berkeley, Town of Hedgesville, County of Jefferson, Town of Bolivar, City of Charles Town, Corporation of Harpers Ferry, City of Ranson, Corporation of Shepherdstown, County of Morgan, Town of Bath, Town of Paw Paw, West Virginia, in a Consortium for participation in the HOME Program; and
2. The **President** of the **County Commission of Jefferson County** is hereby authorized to enter into a Cooperation Agreement for the period of July 1, 2024 to June 30, 2027 with the other members which form the Eastern Panhandle HOME Consortium of West Virginia; and
3. A copy of this resolution is to be submitted in the request to US. Department of Housing and Urban Development to approve funding of the Eastern Panhandle HOME Consortium of West Virginia for the above Fiscal Year 2025 HOME Investment Partnership Program.

Adopted this _____ day of _____, 2024.

BY:

Steve Stolipher, Commission President

ATTEST:

Jacqueline C. Shadle, County Clerk

**HOUSING CONSORTIUM COOPERATION AGREEMENT
BY AND BETWEEN
THE CITY OF MARTINSBURG
AND
THE COUNTIES OF BERKELEY, JEFFERSON AND MORGAN
WEST VIRGINIA**

This **three-year AGREEMENT** is entered into between the City of Martinsburg (hereinafter referred to as "City"); and the Berkeley County Commission for and on behalf of Berkeley County, a political subdivision of the State of West Virginia; the Jefferson County Commission for and on behalf of Jefferson County, a political subdivision of the State of West Virginia; and the Morgan County Commission for and on behalf of Morgan County, a political subdivision of the State of West Virginia (hereinafter referred to as "Counties"), and the incorporated communities contained in each of the above said Counties.

WHEREAS, Title II of the National Affordable Housing Act of 1990 provides for the creation of the HOME Investment Partnerships Program (hereinafter referred to as "HOME"); and

WHEREAS, the HOME regulations established by the U.S. Department of Housing and Urban Development (HUD) at 24 CFR Part 92 authorizes units of general local government to enter into Housing Consortium Cooperation Agreements for a three-year period and allows for annual recertification of Consortiums; and

WHEREAS, the City and Counties have determined that obtaining funding under the HOME Program as part of a Consortium Participating Jurisdiction will increase their ability to provide affordable housing for their low -income constituencies.

NOW THEREFORE, the parties to this **AGREEMENT** do hereby agree as follows:

SECTION I – DEFINITIONS:

The definitions contained in 24 CFR Part 92, Subpart A., paragraph 92.2 are incorporated herein by reference and made a part hereof, and the terms defined in this section have the meanings given them:

- A. "Act" means Title II, of the Cranston-Gonzalez National Affordable Housing Act of 1990 (Pub. Law 101-625), (42 U.S.C. 12721)
- B. "Consolidated Plan" means the comprehensive planning and application document as set forth in 24 CFR Part 91 and encompasses a local government's housing needs, with a focus on affordable housing for low income families.

- C. "HOME Program" means a procedure established for the use of funds made available from HUD through the Act to carry out multi-year housing strategies through acquisition, rehabilitation and new construction of housing, tenant-based rental assistance, and homebuyer assistance.
- D. "HUD" means the United States Department of Housing and Urban Development.
- E. "Regulations" means 24 CFR Part 92 HOME Investment in Affordable Housing implementing regulations as issued by HUD.
- F. "Member" means a unit of local government which is a signatory to this Agreement and therefore a member of the Consortium for the purpose of carrying out eligible activities under 24 CFR Part 92, (which is the City of Martinsburg, Berkeley County, Jefferson County, and Morgan County).
- G. "Representative Member" means the unit of local government designated hereafter as the one member to act in a representative capacity for all members for the purposes of this agreement. The Representative Member, which is the City of Martinsburg, will be delegated the overall responsibility for ensuring that the Consortium's HOME Program is carried out in compliance with the requirements of 24 CFR Part 92 and will be responsible for the requirements concerning the Consolidated Plan (CP).
- H. "IDIS" means the Integrated Disbursement and Information System (IDIS), HUD's on-line system for draws and reporting for the HOME Program, or any other system that HUD may implement in its place.

SECTION II – PURPOSE:

This Agreement is to form a **CONSORTIUM** of four (4) units of general local government geographically located for designation as a **PARTICIPATING JURISDICTION** under the **ACT**, said **PARTICIPATING JURISDICTION** to be known and hereinafter may be referred to as the Eastern Panhandle HOME Consortium of West Virginia.

The signatory parties agree to cooperate in undertaking, or assisting in undertaking housing assistance activities under the HOME Investment Partnerships Program in compliance with HUD regulations and the local Consolidated Plan of the member jurisdictions.

SECTION III- GENERAL PROVISIONS

- A. The members agree to cooperate in undertaking or to assist in undertaking housing assistance activities in compliance with the applicable Consolidated Plan and the HOME Program.

- B. The members agree to undertake the development of a Consolidated Plan for each year covered by this Agreement.
- C. The members agree to take affirmative action to further fair housing in their jurisdictions. Such actions may include planning, education and outreach, and enforcement.

SECTION IV – ADMINISTRATION:

- A. The City and the Counties, including the incorporated communities in each County, mutually agree that the City of Martinsburg shall act as the Representative Member for all participants in the Eastern Panhandle HOME Consortium for the purposes of the Act.
- B. The City and the Counties, including the incorporated communities in each County, mutually agree that the City of Martinsburg, in its role as Representative Member, is granted the overall responsibility for ensuring that the Eastern Panhandle HOME Consortium’s Program is carried out in compliance with the requirements of the HOME Program.
- C. The City and the Counties, including the incorporated communities in each County, shall participate jointly in the development of the Eastern Panhandle HOME Consortium’s HOME Program. The Consortium will form a council known as the Eastern Panhandle HOME Consortium Council. Each Member of the Consortium will appoint three (3) representatives to the Council. The City and the Counties will mutually agree and appoint a Chairperson of the Council, who will be in addition to the number of representatives appointed by the Member Jurisdictions.
- E. The HOME Consortium Council will define a strategy and programs in sufficient detail to accommodate the collective and individual needs and priorities of any and all of the Members constituting the Eastern Panhandle HOME Consortium. The Members shall review and approve the strategy and programs for the annual use of HOME funds, as well as, have the opportunity to review and approve any program changes or amendments prior to action being taken by the Representative Member’s governing body.
- F. The City and Counties, including the incorporated communities in each County, shall be entitled to the amount of HOME Program funding based on its percentage of the low/moderate income population of the entire Consortium Area, as established by U.S. Census data of the total allocation to the Eastern Panhandle HOME Consortium. Members of the Consortium may elect to combine their allocations to carry out collaborative HOME activities. Any funds allocated to Members but remaining unobligated fifteen (15) months after the initial allocation date will be recaptured and redistributed by the HOME Consortium Council. Any funds recaptured will be offered to the other Members

for reprogramming for eligible activities in accordance with the HOME Program Regulations. The final decision for distribution of these funds will be made by the HOME Consortium Council. If any party terminates this agreement in whole or in part, all work completed and uncompleted on this project will become the property of the remaining parties to this agreement, and the disposition or completion of uncompleted work on the project will become the responsibility of the remaining parties, pursuant to the conditions of this paragraph. Ownership of all personal property acquired by virtue of the execution of or performance under this agreement is vested in the parties, pursuant to the pro-rata share of funds allocated to them, but the parties shall not take legal title to any real property, including, but not limited to, easements.

- G. Nothing in this Agreement will preclude the ability of the City or Counties, including the incorporated communities in each County, either individually or jointly in applying for financial assistance under the State of West Virginia HOME Program. Furthermore, it is expressly agreed and understood that any specific projects eligible for HOME funding may be submitted to the HOME Consortium Council by any Consortium Member, any participating municipality located in Member Counties, any authority, and/or nonprofit housing agency for funding under the Consortium's annual HOME entitlement funds.
- I. Each Member is responsible for submitting in a timely manner to the Representative Member all information necessary for participation in the Eastern Panhandle HOME Consortium as defined in the Regulations. This includes all information necessary for the Consolidated Plan, the Program Description, Certifications, written agreements with sub-recipients and performance reports. The Counties of Berkeley, Jefferson and Morgan will submit this documentation to the City of Martinsburg in order to insure a coordinated effort.
- J. Each Member shall be responsible for any required matching funds for specific eligible projects as determined by HUD submitted by that particular member. However, this does not limit the use of excessive local match from one HOME Member to another, if agreed to by the HOME Consortium Council and the Member which has the excess local match.
- K. Each Member shall be responsible for the following:
 - 1. Appoint three (3) representatives to the Eastern Panhandle HOME Consortium Council.
 - 2. Fill vacancies on the Consortium Council in a timely manner and ensure the attendance of their appointments at meetings.
 - 3. Provide information required for the preparation of revisions to the existing Five -Year Consolidated Plan.
 - 4. Conduct an annual housing needs public hearing for the use of HOME funds.

5. Adopt by resolution and renew annually the participation in the Eastern Panhandle HOME Consortium.
6. Be responsible for determining local housing needs and the use of HOME funds to address those needs.
7. Provide an annual description of proposed project activities in accordance with the annual budget and distribution of funds.
8. Provide documentation for matching funds or donations to the HOME Program.
9. Maintain files and documentation for compliance with Federal regulations and make these files available for review and monitoring by HUD and/or the Representative Member.
10. Prepare, process and forward requisitions of funds to the Representative Member.
11. Review and approve any amendment to the Cooperation Agreement.

L. The Representative Member shall be responsible for the overall administration of the HOME Program and meeting the Federal guidelines. In particular the following are the duties and responsibilities:

1. Provide staff to manage the program.
2. Revise the existing Five-Year Consolidated Plan to include the HOME Program and statistical information on the other consortium members.
3. Prepare and submit all required notices, plans, performance reports, and documentation as required by HUD.
4. Ensure that the program and activities are in compliance with the Federal regulations.
5. Provide the other members with guidelines and policies of the program.
6. Hold a public hearing on the annual HOME Program and adopt the budgets and activities outlines by the HOME Consortium Council.
7. Assist the other Consortium members in meeting the Citizen Participation requirements of HUD.
8. Review and approve all project funding agreements for each activity.
9. Monitor the other members for compliance with the Federal regulations.
10. Prepare an environmental review record for the HOME Program and secure the release of funds from HUD for program activities.
11. Provide guidance and assistance to the other members to ensure compliance with the Federal labor standards.
12. Prepare and execute all written agreement with sub-recipients and contractors to receive HOME funds.
13. Maintain files on each project activity for monitoring by HUD.
14. Prepare and maintain the HOME match log as required by HUD.
15. Prepare the annual Consolidated Annual Performance Evaluation Report (CAPER) for annual submission to HUD.
16. Establish and maintain a local HOME fund account including Federal drawdowns and program income.

17. Process Federal drawdowns of funds from the U.S. Treasury for project activities through the IDIS system.
18. Process payment requisitions and requests for funds from the other consortium members for project activities.
19. Prepare an annual budget showing the distribution of HOME funds to each Consortium member.
20. Prepare quarterly reports on expenditures, commitment of funds, and remaining balances for each consortium member and their project activities.
21. Contract for an annual audit of the HOME Program by an outside independent auditing firm.
22. Supervise the closeout of annual grants with HUD.

M. The HOME Consortium Council shall be formed to oversee the program and provide guidance on the use of funds. The specific duties and responsibilities of the Consortium Council is as follows:

1. Each member of the HOME Consortium shall have three (3) representatives to the Consortium Council.
2. Provide guidance and direction in promoting and affirmatively further fair housing in the Eastern Panhandle.
3. Define an overall strategy and programs based on the needs of the Consortium members.
4. Establish priorities for the use of HOME funds.
5. Approve the allocation and distribution of funds among the Consortium members based on the low- and moderate-income population of each member as a percentage of the Eastern Panhandle's total low- and moderate-income population.
6. Reallocate funds that are uncommitted or unobligated after fifteen (15) months after the approval by HUD of the annual HOME grants.
7. Ensure that any required matching funds are provided by the Members or from the non-federal funds portion of HOME assisted projects.
8. Review and approve any amendments to the Cooperation Agreement.
9. Review and approve documentation submitted by non-profit organizations for designation as a local Community Housing Development Organization (CHDO).
10. Monitor and recertify annually any CHDO's.
11. Adopt and assure compliance with affirmative marketing policies and procedures.
12. Approve the annual consolidated Action Plan in regard to the use of HOME funds.

N. In accordance with Section 91.402 of the Consolidated Plan Final Rule, the City of Martinsburg has a Program year that begins on July 1st and ends on June 30th each year, the HOME funds will also have the same program year start date.

SECTION IV- AFFIRMATIVE MARKETING POLICIES AND PROCEDURES:

A. Statement of Policy -

In accordance with the Eastern Panhandle HOME Consortium's, commitment of non-discrimination and equal opportunity in housing, the Consortium hereby establishes procedures to affirmatively market units assisted under the HOME Investment Partnerships Program. These procedures are intended to further the objectives of Title VIII of the Civil Rights Act of 1988 and Executive Order 11063. In addition, the Consortium will abide by and establish a minority outreach program in accordance with 24 CFR 92.350 (a)(5).

The Consortium believes that individuals of similar economic levels in the same housing market area should have available to them a like range of housing choices regardless of their race, color, religion, sex, familial status, disability or national origin. Individuals eligible for public housing assistance or who have minor children should have available to them, a like range of housing choices.

The Consortium will carry out this policy through affirmative marketing procedures designed for the HOME Investment Partnerships Program.

- B. The Consortium will inform the public, potential tenants and owners about its Fair Housing and Affirmative Marketing Policies.

SECTION V – TERMS OF THE AGREEMENT:

- A. This agreement shall be in effect for a period of one fiscal year, subject to annual renewal for any additional period of time needed to complete all phases of the project, each of which annual renewal periods shall be limited to one fiscal year; provided that, in addition to the right of non-renewal, all parties hereto shall have the right to terminate this agreement on any 12-month anniversary of the date of this agreement by giving to the other parties 30 days' written notice of such termination. It is the City's the Counties' intentions to remain members of the Consortium for the period necessary to carry out all activities that will be funded from the three **Federal Fiscal Years 2025, 2026, and 2027** provided that the Consortium qualifies as a participating jurisdiction under the Home Investment Partnerships Program, by approval of annual renewals of this agreement, and subject to said renewals will take necessary steps to provide budget allocations for funding purposes.
- B. Prior to the adoption of any amendment to this agreement, partial or complete termination of this agreement including the incorporation of changes necessary to meet the requirements for a subsequent three (3) year consortium designation period, the members agree to submit to the U.S. Dept. of HUD any revisions for its approval.

- C. This agreement covers the designation period of the **Federal Fiscal Years of 2025, 2026, and 2027** which the Consortium is to qualify to receive HOME funds. This agreement may automatically be renewed for participation in successive three (3) year designation periods for HOME Entitlement funds by the U.S. Dept. of HUD. In order to qualify for automatic renewal by HUD, the Representative Member must notify each participating unit of general local government of its right not to participate for the successive three (3) year designation periods. This notification must be submitted to each participating unit of general local government by the date specified in the U.S. Dept. of HUD Consortia designation notices.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement this _____ day of _____, 2024.

CITY OF MARTINSBURG, West Virginia

Kevin Knowles
Mayor

Attest: _____
Gena L. Long, City Recorder

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement this _____ day of _____, 2024

BERKELEY COUNTY COMMISSION
For and on behalf of Berkeley County, a political
Subdivision of the State of West Virginia

Signature

Title

Attest: _____

Including the incorporated area of the Town of Hedgesville, Berkeley County, West Virginia.

Including the incorporated area of the Town of Hedgesville, Berkeley County, West Virginia.

BERKELEY COUNTY INCORPORATED AREA:

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement this _____ day of _____, 2024

TOWN OF HEDGESVILLE

For and on behalf of the municipality of Hedgesville,
a political subdivision of the State of West Virginia

Signature

Title

Attest: _____

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement this

_____ day of _____, 2024

JEFFERSON COUNTY COMMISSION
For and on behalf of Jefferson County, a political
Subdivision of the State of West Virginia

Signature

Title

Attest: _____

Including the incorporated areas of the Town of Bolivar, City of Charles Town, Corporation of Harpers Ferry, City of Ranson, and Corporation of Shepherdstown, Jefferson County, West Virginia.

Including the incorporated areas of the Town of Bolivar, City of Charles Town, Corporation of Harpers Ferry, City of Ranson, and Corporation of Shepherdstown, Jefferson County, West Virginia.

JEFFERSON COUNTY INCORPORATED AREA:

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement this _____ day of _____, 2024

TOWN OF BOLIVAR

For and on behalf of the municipality of Bolivar, a political subdivision of the State of West Virginia

Signature

Title

Attest: _____

Including the incorporated areas of the Town of Bolivar, City of Charles Town, Corporation of Harpers Ferry, City of Ranson, and Corporation of Shepherdstown, Jefferson County, West Virginia.

JEFFERSON COUNTY INCORPORATED AREA:

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement this _____ day of _____, 2024

CITY OF CHARLES TOWN

For and on behalf of the municipality of Charles Town,
a political subdivision of the State of West Virginia

Signature

Title

Attest: _____

Including the incorporated areas of the Town of Bolivar, City of Charles Town, Corporation of Harpers Ferry, City of Ranson, and Corporation of Shepherdstown, Jefferson County, West Virginia.

JEFFERSON COUNTY INCORPORATED AREA:

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement this _____ day of _____, 2024

CORPORATION OF HARPERS FERRY
For and on behalf of the municipality of Harpers Ferry
a political subdivision of the State of West Virginia

Signature

Title

Attest: _____

Including the incorporated areas of the Town of Bolivar, City of Charles Town, Corporation of Harpers Ferry, City of Ranson, and Corporation of Shepherdstown, Jefferson County, West Virginia

JEFFERSON COUNTY INCORPORATED AREA:

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement this _____ day of _____, 2024

City of Ranson
For and on behalf of the municipality of Ranson, a political subdivision of the State of West Virginia

Signature

Title

Attest: _____

Including the incorporated areas of the Town of Bolivar, City of Charles Town,
Corporation of Harpers Ferry, City of Ranson, and Corporation of Shepherdstown,
Jefferson County, West Virginia

JEFFERSON COUNTY INCORPORATED AREA:

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement this

_____ day of _____, 2024

Corporation of Shepherdstown
For and on behalf of the municipality of
Shepherdstown, a political subdivision of the State of
West Virginia

Signature

Title

Attest: _____

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement this _____ day of _____, 2024

MORGAN COUNTY COMMISSION
for and on behalf of Morgan County, a political
subdivision of the State of West Virginia

Signature

Title

Including the incorporated areas of the Town of Bath and the Town of Paw Paw,
Morgan County, West Virginia.

Including the incorporated areas of the Town of Bath and the Town of Paw Paw, Morgan County, West Virginia.

MORGAN COUNTY INCORPORATED AREA:

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement this _____ day of _____, 2024

TOWN OF BATH
For and on behalf of the municipality of Bath, a political subdivision of the State of West Virginia

Signature

Title

Including the incorporated areas of the Town of Bath and the Town of Paw Paw, Morgan County, West Virginia.

MORGAN COUNTY INCORPORATED AREA:

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement this _____ day of _____, 2024

TOWN OF PAW PAW
For and on behalf of the municipality of Paw Paw,
a political subdivision of the State of West Virginia

Signature

Title

Attest: _____

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name:

Department or Organization: **Jefferson County Office of Planning and Zoning**

Estimation of amount of time needed for appointment: 15 minutes

Date Requested – 1st Choice: **June 27, 2024**

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

Date Requested – 2nd Choice:

Subject (*Wording to be placed on agenda*): **Public Hearing – proposed amendment to Division 24.300 C and D of the Jefferson County Subdivision and Land Development Regulations related to holding Public Hearings for Waiver Applications (STA24-01)**

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

Is this a funding request? Y/N - NO – no funding requested or necessary

If so, how much? \$

Provide exact financial impact/request:

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



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

If not attached, explain:

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

Contact information:

Email address:

Phone Number:

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/RECOMMENDATION

not applicable

NOTICE OF PUBLIC HEARING
Thursday, June 27, 2024 at 7:00 PM

The Jefferson County Commission, in accordance with WV Code §8A-4-5, has scheduled a Public Hearing on the proposed text amendment to the Jefferson County Subdivision and Land Development Regulations, File #STA24-01. The draft amendment proposes a revision to Division 24.300 of the Subdivision and Land Development Regulations to include provisions requiring the Planning Commission to hold a Public Hearing when considering applications for Waivers.

Oral or written comments can be provided at the hearing, **7:00 PM Thursday, June 27, 2024** in the County Commission meeting room located in the lower level of the Charles Town Library at 200 E. Washington St., at the side entrance on Samuel St. You may also submit written comments to info@jeffersoncountywv.org or to PO Box 250, Charles Town, WV 25414.

Copies of the proposed text amendment is available at the Office of Planning & Zoning office and on the County's website at: www.jeffersoncountywv.org. If you have any questions, please contact the Office of Planning & Zoning at 304-728-3228/planningdepartment@jeffersoncountywv.org.

By Order of the Jefferson County Commission
Steve Stolipher, President

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: Jennifer Brockman

Department or Organization: Office of Planning and Zoning

Estimation of amount of time needed for appointment: 15 minutes

Date Requested – 1st Choice: 4/18/24

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

Date Requested – 2nd Choice: 5/2/24

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

Request to schedule Public Hearing for the proposed Subdivision Regulations Text Amendment related to adding public hearings for Waivers as recommended by the Planning Commission

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

- On April 9, 2024, the Planning Commission held a Public Hearing on the attached proposed amendment to the Subdivision Regulations related to holding Public Hearings for Waiver Applications (STA24-01). After that Hearing, the Planning Commission unanimously recommended the amendment as drafted to the County Commission for adoption. Such an amendment requires the County Commission to hold a Public Hearing before adopting such an amendment.
- Per Section 8A-4-3 of the WV Code, the public notice of the date, time and place of the public hearing must be published in a local newspaper of general circulation in the area as a Class I legal advertisement, in accordance with the provisions of article three, chapter fifty-nine of this code, at least thirty days prior to the Public Hearing.

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*):

I move to schedule a Public Hearing on the Proposed Amendment to Division 24.300 C and D of the Jefferson County Subdivision Regulations on June 6, 2024 (or _____) at _____ (time certain).

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

If not attached, explain:

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

Contact information:

Email address:

Phone Number:

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/RECOMMENDATION

applicable



JEFFERSON COUNTY, WEST VIRGINIA

Office of Planning and Zoning

116 East Washington Street, 2nd Floor; P.O. Box 716

Charles Town, WV 25414

www.jeffersoncountywv.org

Email: planningdepartment@jeffersoncountywv.org

Phone: (304) 728-3228

MEMO

TO: Planning Commission of Jefferson County
FROM: Jennifer M. Brockman, AICP, Chief County Planner
DATE: April 9, 2024
RE: PUBLIC HEARING for Proposed Amendment to Division 24.300 of the Subdivision Regulations (STA24-01)

At their March 12, 2024, the Planning Commission scheduled a Public Hearing on the following proposed amendment to the Subdivision Regulations to open up waiver applications to public comment. The Planning Commission will need to forward the final amendment language to the County Commission for their own Public Hearing and adoption.

Note that WV Code 8A-4-2(a)(13) only states “(13) The process for granting waivers from the minimum standards of the subdivision and land development ordinance;” and does not include the criteria or process noted below:

“Division 24.300 Waivers

Waivers from the minimum standards in these Regulations may be granted by the Planning Commission only when the Planning Commission finds that granting a waiver will be consistent with all of the following criteria:

- (1) that the design of the project will provide public benefit in the form of reduction in County maintenance costs, greater open space, parkland consistent with the County parks plan, or benefits of a similar nature;
- (2) that the waiver, if granted, will not adversely affect the public health, safety or welfare, or the rights of adjacent property owners or residents;
- (3) that the waiver, if granted, will be in keeping with the intent and purpose of these Regulations; and
- (4) that the waiver if granted will result in a project of better quality and/or character.

Process and procedural waivers shall be reviewed and found consistent with the above criteria prior to approval.

- A. **Applicant.** An application for a waiver may be made by anyone with a financial interest in a property. The owner is responsible for providing all information and justification for the waiver request.
- B. **Application.** An application for a waiver shall be filed with the Planning Commission. An application for the waiver shall be submitted, along with the required fee, on the appropriate form. In addition to that basic information, the following information shall be submitted to support the application:

1. Plat or plan of the property depicting parcel information, proposed layout, and, where applicable, all proposed modifications;
2. A description of the physical features of the property, total acreage, present use, the use of the property at the time of the adoption of these Regulations, and any known prior uses;
3. A description of the specific portions of these Regulations for which relief is being sought;
4. A narrative describing how the proposed waiver will improve the public benefits; and
5. An accurate list of all properties and owners' addresses adjoining the subject property.

C. Public Notice. The applicant shall post the property fourteen (14) days prior to the scheduled ~~meeting~~**Public Hearing**. The adjoining property owners shall be noticed by staff via mailed letter fourteen (14) days prior to the scheduled ~~meeting~~**Public Hearing**.

D. On the date of the scheduled Public Hearing, the Planning Commission shall conduct a public hearing to receive public comments, concerns, and inputs on the proposed waiver to the Subdivision Regulations. The scope of this public hearing shall be limited to whether the application meets the criteria to modify the requirements of these Regulations and may be approved with conditions.

E. Action. The Planning Commission shall make a decision within 30 days of the receipt of the request for waiver.

F. Conditions of Approval. In granting a waiver, the Planning Commission may prescribe any conditions and safeguards that it finds are appropriate and in conformity with these Regulations.

G. All waivers and/or conditions of approval associated with the waiver shall be documented on all subsequent plats or plans."

If the Planning Commission chooses to move forward with this proposed text amendment, a Public Hearing will be required before both the Planning commission and the County Commission.

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: Gino Sisco

Department or Organization: Jefferson County Health Department

Estimation of amount of time needed for appointment: 10-15 minutes

Date Requested – 1st Choice: **June 27, 2024**

If a specific date is needed, please provide reason for specific date: we need to have our rule approved within 30 days of today (June 14th) per WV State Code

Date Requested – 2nd Choice:

Subject (*Wording to be placed on agenda*): **Jefferson County Board of Health Environmental Health Fees for Permits and Services Rule**

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

- 📎 We are requesting to ask the Commission to approve the "Jefferson County Board of Health Environmental Health Fees for Permits and Services Rule" with a fee increase to be effective on July 11, 2024. The proposed rule was put out for a 30-day public comment period (on our website, at our building, on the State Registrar, sent to the County Commission, and on our FaceBook page) and we received no public comments. This morning at our Board of Health meeting the Board unanimously approved the adoption of the new rule with the increased fees. Now pursuant to WV Code, Chapter 16 Section 2, in order to adopt the rule we must obtain approval from the Jefferson County Commission within 30 days. I have attached the new rule for consideration as well as a chart showing the current fees and the proposed fees and a justification for this increase.

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*): To approve the Jefferson County Board of Health Environmental Health Fees for Permits and Services Rule with the proposed fee increase.

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

If not attached, explain:

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

Contact information:

Email address: Gino.E.Sisco@wv.gov

Phone Number: (304) 728-8416 ext 3032

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/RECOMMENDATION

not applicable



TERRENCE J. REIDY M.D., M.P.H.
HEALTH OFFICER

GINO E. SISCO M.P.P.
LOCAL HEALTH ADMINISTRATOR

1948 WILTSHIRE ROAD, SUITE 1
KEARNEYSVILLE, WV, 25430
PHONE: 304-728-8416
FAX: 304-728-3319
WWW.JCHDWV.ORG

06/24/2024

Jefferson County Commission

Commissioners,

The Jefferson County Board of Health (JCBOH)/Jefferson County Health Department (JCHD) will be requesting the County Commission's approval for the JCBOH Environmental Health Fees for Permits and Services Rule which will include a fee increase to be effective on July 11, 2024. The proposed rule and fee changes have already received a 30-day public comment period on the State Register, on our website, on public display in government buildings, and through social media; we received no comments. On June 14, 2024, the JCBOH voted unanimously to adopt the new rule with increased fees. Pursuant to WV Code, Chapter 16 Section 2, to adopt the rule, we must obtain approval from the Jefferson County Commission within 30 days.

The fee increases will help to provide revenue to fund the JCHD. For FY24, the State of West Virginia has decreased state aid to public health including a decrease to county health departments, in the case of the JCHD that is a loss of nearly \$50,000 in revenue. In addition, a federal grant that the JCHD received to pay for one sanitarian position, over the past three years has expired, that is a loss in revenue of \$76,000. For clarity sanitarians are the local state-trained and licensed regulators. The current staffing for sanitarians is 5 full-time positions, which has grown from 3 in FY21. This increase has dramatically reduced the time it takes to receive a permit or inspection, streamlining the regulatory process and allowing businesses to open sooner. According to the National Environmental Health Association (NEHA) an optimal sanitarian staff for our county would be 6 positions at a minimum. Without this increase in fees, which is estimated to add \$54,000 to revenue, we will be forced to lay off environmental staff, including sanitarians.

Although the fee increases will not replace the \$126,000 that was lost through state aid and the federal grant cuts it will assist the JCHD in maintaining current staffing. Unfortunately, state aid, fees for service, (increased) environmental fees, and grants are not enough to cover the personnel and operating expenses of the Jefferson County Health Department. As the county continues to grow and demands more services from the JCHD, staffing will need to grow to match the demand. In the future, local funding will be required to bridge the gap that is forming due to the decreases in state aid and federal grants for public health. That is a discussion for another time. The JCHD is staffed by dedicated professionals that provide public health services to every individual in our community with compassion and expertise. I hope you recognize the need to approve the JCBOH Environmental Health Fees for Permits and Services Rule.

Gino E. Sisco MPP

Local Health Administrator 1

**JEFFERSON COUNTY BOARD OF HEALTH
ENVIRONMENTAL HEALTH FEES FOR PERMITS AND SERVICES RULE**

General.

- 1.1. Scope -- This rule establishes the fees for permits issued by the Jefferson County Board of Health.
- 1.2. Authority. -- W. Va. Code §16-2-11(a)(9), §16-2-11(b)(3).
- 1.3. Filing Date. June 14, 2024.
- 1.4. Effective Date. – July 11, 2024.

Application and Enforcement.

- 2.1. Application - This rule applies to the Jefferson County Board of Health which charges a fee for the issuance of permits and services that are covered by this rule.
- 2.2. Enforcement - The enforcement of this rule is vested with the Jefferson County Health Officer or his or her designee.

Definitions.

- 3.1. Bed and Breakfast - An establishment providing lodging facilities in the form of sleeping accommodations and at a minimum, a breakfast for a fee.
- 3.2. Body Piercing Studio - means any room or space where body piercing is practiced or where the business of body piercing or any part thereof is conducted.
- 3.3. Bureau- The Bureau for Public Health in the West Virginia Department of Health and Human Resources.
- 3.4. Campground - A tract of land maintained and offered to the public for payment for the location or placement of two or more camping units as defined in the bureau's "General Sanitation" rule, 64CSR18.
- 3.5. Care Facility – Facilities included, but not limited to, public or private halfway houses, adult day care facilities, residential care facilities (such as juvenile group homes and work release centers), and non-disaster emergency shelters (such as homeless shelters and family violence protection centers). The term does not include health care facilities licensed by the Office of Health Facility Licensure and Certification in the Office of the Inspector General.
- 3.6. Child Care Center - A facility where care is provided for seven or more children in a 24-hour period. The term does not include facilities excluded in the bureau's "Child Care Centers" rule, 64CSR21.
- 3.7. Developed Site - A location for placement and hookup of a manufactured home.
- 3.8. Family Daycare Facility – A child care center which is used to provide nonresidential child care for seven (7) to twelve (12) children, including children who are living in the household who are less than six

(6) years of age. No more than four (4) of the total number of children may be less than twenty-four (24) months of age.

3.9. **Fixed Expiration Date** - An annual date at which time all permits of the same type expire. The fixed expiration date for each of the permits covered by this rule is derived from the state code or the rule which authorizes the issuance of the particular permit.

3.10. **Food Service Establishment** - Any fixed or mobile restaurant; coffee shop; cafeteria; short-order cafe; soda fountain; tavern; bar; cocktail lounge; delicatessen; nightclub; roadside stand; industrial feeding establishment; private, public, or non-profit organization or institution routinely serving food; catering kitchen; commissary or similar place in which food or drink is prepared for sale or service on the premises or elsewhere; and any other eating or drinking establishment or operation where food is served or provided for the public with or without charge.

3.11. **Hotel/Motel** - Any temporary or permanent buildings or structures which are maintained, offered, or used as sleeping quarters for pay.

3.12. **Individual Sewage Disposal System** - A system for the collection, treatment and disposal of sewage which serves a single dwelling or establishment.

3.13. **Industrial Campground** – A campground for the location or placement of two or more camping units as defined in 64CSR18, and to be occupied by workers employed for an industrial purpose and intended for long term stays of over 60 days.

3.14. **Innovative Alternative Type Sewage System** - A method of sewage disposal for a single-family dwelling or establishment for which design standards have been prepared and listed in the West Virginia Bureau for Public Health rule, "Sewage Treatment and Collection System Design Standards," 64CSR47, as an innovative or alternative system.

3.15. **Labor Camp** - A labor camp includes any lumber, mining, agricultural, construction, or other industrial camp where 10 or more persons are employed and housed in temporary quarters, such as cars, motor homes, camper vehicles, wagons, tents, cabins, buildings, or other similar enclosures.

3.16. **Mass Gathering** - Any group of 250 or more persons assembled together for a meeting, festival, social gathering, concert or other similar purpose. The term shall not include assembly in any permanent buildings or permanent structures designed, equipped and intended for use by large numbers of people. The term shall not include assembly in any outdoor venue ordinarily used and equipped for such events. For the purposes of this rule, "equipped" means supplied with adequate sanitary facilities for the intended use.

3.17. **Mobile Food Establishment** - A food establishment that is mobile by means of mechanical, electrical, manual, or otherwise propelled vehicle operating on land or water that complies with 64CSR17 Food Establishment Rule - FDA Food Code Mobile Food Establishment Matrix recommendations based on the menu of food items provided.

3.18. **Manufactured Home Community** - Any site, area, tract, or parcel of land upon which four or more manufactured homes, used or occupied for dwelling purposes, are parked, either free of charge or for a monetary consideration.

3.19. Organized Camp - Any area, place, parcel, or tract of land on which facilities are established or maintained to provide an outdoor group living experience for children or adults, or where one or more permanent or semi-permanent structures are established or maintained as living or sleeping quarters for children or adults, and operated for educational, social, recreational, religious instruction or activity, physical education or health, or vacation purposes either gratuitously or for compensation, provided, that this definition shall not be construed to include a hunting, fishing, or other camp privately owned and used exclusively for the personal pleasure of the owner.

3.20. Potentially Hazardous Food or Drink (time/temperature control for safety food) - Any food that consists in whole or in part of milk or milk products, eggs, meat, poultry, fish, shellfish, edible crustacea, or other ingredients, in a form capable of supporting rapid and progressive growth of infectious or toxigenic micro-organisms.

3.21. Recreational Water Facility - A body of water, under the control of a person, which has been modified, improved, constructed or installed for the purpose of public swimming or bathing. It includes, but is not limited to, bathing beaches; swimming, wading, and diving pools; water slides, spray pools, lazy rivers, and wave pools; spas, hot tubs, therapeutic pools, hydrotherapy pools and whirlpools. A recreational water facility does not include a private residential swimming pool defined in subsection 2.10 of the bureau's "Recreational Water Facilities" rule, 64CSR16.

3.22. Retail Food Store - Any place, structure, premise, vehicle, or any part thereof in which food is sold retail, offered for retail sale, or served not to be consumed on the premises. For the purpose of this rule, the term "retail food store" does not include establishments which handle only pre-packed non-potentially-hazardous foods; roadside markets that offer only fresh fruits or fresh vegetables; or the delicatessen operation of a retail food store.

3.23. Sewage Tank Cleaner - Any person engaged in the collection, removal, transportation or disposal of sewage.

3.24. School - a public or private organization that provides instruction for the teaching of children. The term includes early childhood/ primary education centers, middle school/junior high education centers, adolescent/high school education centers and vocational education centers. The term does not include child care centers as defined in the bureau's "Child Care Centers" rule, 64CSR21.

3.25. Subdivision - A tract of land which has been divided into two or more lots, tracts, parcels, plats, sites, areas, units, interests, or other division for the purpose of dwelling or establishment development and including the division of land by deed, metes and bounds description, lease, map, plat, or other instrument, or by act of construction.

3.26. Tattoo studio - means any room or space where tattooing is practiced or where the business of tattooing or any part thereof is conducted

3.27. Temporary Food Service Establishment - A food service establishment that operates at a fixed location for a period of time of not more than 14 consecutive days in conjunction with a single event or celebration and required by W. Va. Code §16-6-3 to have a permit.

3.28. Vending Machine - A machine designed for the dispensing of potentially hazardous food or drink

to the public by a self-service method.

3.29. Water Well - Any excavation or penetration in the ground, whether drilled, bored, cored, driven, or jetted for a water supply, for the exploration for water, or for removal of water to dewater construction sites.

3.30. Water Well (Heat Exchange) - Any well constructed to use the heat exchange properties of either groundwater or of geologic material penetrated by the well.

Option to Charge for Permits and Services; Procedure and Implementation of Fees for Permits and Services Schedule.

4.1. The Jefferson County Board of Health shall charge a fee for the issuance of permits and provided services covered by this rule.

4.2. The Jefferson County Board of Health shall follow the following procedures prior to implementation of a new or modified Fee Schedule:

- 4.2.1 Present proposed fee schedule to the board of health for initial review and approval.
- 4.2.2 After the local board of health's approval of a proposed schedule of fees, the board shall place notice in the State Register and on the organization's web page setting forth a notice of proposed action, including the text of the new local health department rule or the amendment and the date, time, and place for receipt of public comment [§16-2-11(b)(3)(C)], provide the notice to the board's appointing authority with a request for publication on the authority's website and in its public offices, and allow for a 30-day comment period.
- 4.2.3 Upon completion of the 30-day comment period, the board of health shall meet and review any public comments received prior to final approval of the fee schedule.
- 4.2.4 Once all public comments have been considered, the board shall vote on final approval of the proposed fee schedule and implementation date.
- 4.2.5 The Board of Health shall notify the appointing authority and request approval of the proposed fee schedule and provide the following information:
 - (a) A copy of the proposed fee schedule;
 - (b) A copy of the posted notice of the proposed fees and a description of the public notice process;
 - (c) A copy of comments received on the proposed fees; and
 - (d) A response to the comments.
- 4.2.6 With approval from the appointing authority, the board of health shall implement the Fees for Permits and Services Schedule.
- 4.2.7 A copy of the final approved Fees for Permits and Services Schedule shall be filed with the county clerk.

Permits and Fees.

5.1 The list of permits, services and corresponding fees are listed in Table 1 attached below.

Table 1

| Permit | | Permit Fee Guideline | Expiration Date (Annually) |
|---|---|----------------------|----------------------------|
| Bed and Breakfast | | \$72.00 | 6/30 |
| Campground | Fee per site | \$7.00 | 6/30 |
| | Minimum fee | \$70.00 | |
| Care Facility | | \$72.00 | 6/30 |
| Child Care Center | | | 12/31 |
| | Family Day Care Facility (7-12) | \$72.00 | |
| | Child Care Center (13-25) | \$150.00 | |
| | Child Care Center (26 and over) | \$222.00 | |
| Consignment Farmers Market | | \$72.00 | 6/30 |
| Food Service Establishment | | | 6/30 |
| | 0 – 20 seats | \$150.00 | |
| | 21 – 50 seats | \$300.00 | |
| | 51 – 80 seats | \$450.00 | |
| | 81+ seats | \$600.00 | |
| | Bed & Breakfast Food Establishment | \$78.00 | |
| * | If the facility has a liquor license from the West Virginia Alcoholic Beverage Control Administration – an additional \$150 fee shall be added to each seating capacity amount. | \$150.00 | |
| Hotel/Motel | | | 6/30 |
| | 0 – 20 rooms | \$150.00 | |
| | 21 – 50 rooms | \$300.00 | |
| | 51 – 80 rooms | \$450.00 | |
| | 81 and over rooms | \$600.00 | |
| Individual Sewage Disposal Systems and Innovative Alternative Type Sewage Systems | | | 1 year from date of issue |
| | Conventional Single-Family Dwelling | \$222.00 | |
| | All other types of system | \$450.00 | |
| Industrial Campground | | \$120.00 | 6/30 |

| Permit | Permit Fee Guideline | Expiration Date (Annually) |
|--|----------------------|----------------------------|
| Labor Camp | \$150.00 | 6/30 |
| Mass Gathering | | End of Event |
| \$72.00 per event | \$72.00 | |
| Mobile Food Establishment | \$150.00 | 6/30 |
| Manufactured Home Community | | 12/31 |
| Number of Lots | | |
| Up to 10 units | \$150.00 | |
| 11 to 20 units | \$180.00 | |
| 21 to 30 units | \$270.00 | |
| More than 30 units | \$330.00 | |
| Organized Camp | \$108.00 | 6/30 |
| Recreational Water Facility | \$150.00 | 12/31 |
| Retail Food Store | | 6/30 |
| Fee per checkout | \$72.00 | |
| Schools (Facility) | | 6/30 |
| Fee per site | \$72.00 | |
| Subdivision | | N/A |
| Number of Lots | | |
| Fee per lot | \$14.00 | |
| Minimum Fee | \$140.00 | |
| Temporary Food Service Establishment (maximum 14 days per event) | | Noted on permit |
| Fee per unit | \$72.00 | |
| In-State Vendor Temporary Food Service Establishment (non-potentially hazardous food only) | | 1 year from date of issue |
| Fee per unit | \$72.00 | |
| Vending Machine | | 6/30 |
| Fee per machine per site | \$72.00 | |
| Maximum Fee per site | \$432.00 | |
| Water Well | \$150.00 | 1 year from |

| Permit | Permit Fee Guideline | Expiration Date (Annually) |
|---|--|----------------------------|
| The following permit fees are set by WV Legislative Code or Rule and cannot be changed | | |
| Body Piercing [WV Rule 64CSR80] ** | \$200.00 | 6/30 |
| Tattoo Studio [WV Code §16-38-6(e)]** | \$200.00 | 6/30 |
| Sewage Tank Cleaner [WV Rule 64CSR9]** | \$16.00 | 1 year from date of issue |
| Statewide Mobile Food Permit/Reciprocity...In process with current Legislative Session [WV Code §16-2-18]** | TBD | 6/30 |
| Water Well (Heat Exchange) [WV Rule 64CSR19] ** | | 1 year from date of issue |
| | 1 to 50 ton heat pump system | \$150.00 |
| | Over 50 ton system | \$300.00 |
| Prorating of Fixed Expiration Date Permit Fees | | |
| | # of Months from Fixed Expiration Date | % Annual Fee to be Paid |
| | < 3 months | 25%. of annual fee |
| | 3 months to < 6 months | 50%. of annual fee |
| | 6 months to < 9 months | 75%. of annual fee |
| | 9 months to < 12 months | 100%. of annual fee |
| * | The fee charged for an annual permit with a fixed expiration date. | |
| ** | Proration of fees does not apply to fees set by WV Code or Rule | |
| Late Fee for Expired Permits | | |
| * | A late fee of 25 percent for all expired permits listed will be applied to the permit fee schedule. Payment must be received within 10 days of the expiration date to avoid the late fee assessment. | 25% of permit fee |
| ** | Late fee does not apply to fees set by WV Code or Rule | |

| Fees for Services | |
|---|----------|
| Plan Review (Small Establishment) | |
| Bed & Breakfast | \$150.00 |
| Body Piercing Studio | \$150.00 |
| Campground ((1-10 sites) | \$150.00 |
| Care Facilities (1-12 residents) | \$150.00 |
| Family Day Care | \$150.00 |
| Food Service Establishment (0-20 seats) | \$150.00 |
| Industrial Campground (2-10 camping units) | \$150.00 |
| Manufactured Home Community (4-10 units) | \$150.00 |
| Mobile Food Establishment | \$150.00 |
| Retail Food Store (3 checkouts or less) | \$150.00 |
| Short-term Rental | \$150.00 |
| Plan Review (Medium Establishment) | |
| Campground (11-25 sites) | \$250.00 |
| Care Facilities (13-25 residents) | \$250.00 |
| Child Care Center (13-25 Children) | \$250.00 |
| Food Service Establishment (21-50 seats) | \$250.00 |
| Hotel/Motel (1-50 rooms) | \$250.00 |
| Industrial Campground (11-25 camping units) | \$250.00 |
| Labor Camp (10-25 employees housed) | \$250.00 |
| Manufactured Home Community (11-20 units) | \$250.00 |
| Organized Camp (1-25 campers) | \$250.00 |
| Retail Food Store (4-6 checkouts) | \$250.00 |
| Plan Review (Large Establishment) | |
| Campground (26+ sites) | \$350.00 |
| Care Facilities (26+ residents) | \$350.00 |
| Child Care Center (26+ children) | \$350.00 |
| Food Service Establishment (51+ seats) | \$350.00 |
| Hotel/Motel (51+ rooms) | \$350.00 |
| Industrial Campground (26+ camping units) | \$350.00 |
| Labor Camp (26+ employees) | \$350.00 |
| Manufactured Home Community (21+ units) | \$350.00 |
| Organized Camp (26+ campers) | \$350.00 |
| Retail Food Store (7+ checkouts) | \$350.00 |
| School | \$350.00 |
| Other Services with Fees | |
| DEP Septic Tank Seal (GPS Coordinates) | \$30.00 |
| Home Loan Evaluation- Well Evaluation/Water test/Letter | \$50.00 |
| Home Loan Evaluation- Septic Evaluation/Dye Test/Letter | \$50.00 |
| Food Handler's Class (JCHD Staff Instructor) | \$25.00 |
| Food Handler's Card (1-year) | \$10.00 |
| Reinspection (Well, Septic, Food, Permitted Establishments) Refer to Policy | \$90.00 |
| Reissue Permit (lost, etc.) | \$30.00 |
| Well Permit Renewal/Septic Permit Renewal (each) | \$42.00 |
| Well & Septic Information Request (Research Fee) | \$30.00 |

Environmental Health Fees- Current vs Proposed

| Permit/Service | Current | Proposed |
|--|---------|----------|
| ABC Sales Fee (Food Establishments Serving Liquor) | 125.00 | 150.00 |
| Bed and Breakfast Permit | 60.00 | 72.00 |
| Body Piercing Studio Permit | 200.00 | 200.00 |
| Campground (1-10 sites) | 50.00 | 70.00 |
| Campground 11+ sites (per site, no maximum) | 5.00 | 7.00 |
| Care Facilities (Halfway houses, Group Homes, Adult Day Care Facilities, etc.) | 60.00 | 72.00 |
| Child Care Center (26+ children) | 185.00 | 222.00 |
| Child Care Center (13-25 children) | 125.00 | 150.00 |
| DEP Septic Tank Seals (fee is set by another agency) | 80.00 | 80.00 |
| Family Day Care (7-12 children) | 60.00 | 72.00 |
| Farmer's Market Permit (per vendor) | 60.00 | 72.00 |
| Farmers Market Permit (Per Consignment Market) | 60.00 | 72.00 |
| Food Handler's Card (1 year) | 10.00 | 10.00 |
| Food Handler's Class (In-Person) | 15.00 | 15.00 |
| Food Handler's Online Class (2-year card) | 30.00 | 30.00 |
| Food Permit (0-20 seats) | 125.00 | 150.00 |
| Food Permit (21-50 seats) | 250.00 | 300.00 |
| Food Permit (51-80 seats) | 375.00 | 450.00 |
| Food Permit (81+ seats) | 500.00 | 600.00 |
| Food Permit (Bed & Breakfast) | 65.00 | 78.00 |
| Geothermal/Heat Exchange Well (1-50-ton heat pump system) | 150.00 | 150.00 |
| Geothermal/Heat Exchange Well (Over 50-ton system) | 300.00 | 300.00 |
| Home Loan Evaluation- Septic Evaluation/Dye Test/Letter | 50.00 | 50.00 |
| Home Loan Evaluation- Well Evaluation/Water Test/Letter | 50.00 | 50.00 |
| Hotel/Motel (0-20 rooms) | 125.00 | 150.00 |
| Hotel/Motel (21-50 rooms) | 250.00 | 300.00 |
| Hotel/Motel (51-80 rooms) | 375.00 | 450.00 |
| Hotel/Motel (81+ rooms) | 500.00 | 600.00 |
| Information Request Fee (Well & Septic) | 25.00 | 30.00 |
| Industrial Campground | 100.00 | 120.00 |
| Labor Camp Permit | 125.00 | 150.00 |
| Late Fee- 25% of unpaid bill | 25% | 25% |
| Mass Gatherings | 60.00 | 72.00 |
| Mobile Food Establishment Permit (Food Truck/Trailer) | 125.00 | 150.00 |
| Manufactured Home Community Permit (0-10 units) | 125.00 | 150.00 |
| Manufactured Home Community Permit (11-20 units) | 150.00 | 180.00 |
| Manufactured Home Community Permit (21-30 units) | 225.00 | 270.00 |
| Manufactured Home Community Permit (31+ units) | 275.00 | 330.00 |
| Organized Camp Permit | 90.00 | 108.00 |

Fees remained the same because they are set in state code or in our local rule

Fee increase is less than 20% because of the minimum fee and divisibility

Fee increase is more than 20% (40% increase) because of the amount of time spent on subdivisions and reserve changes

Environmental Health Fees- Current vs Proposed

| Permit/Service | Current | Proposed |
|---|---------|----------|
| Plan Review Small Establishments <ul style="list-style-type: none"> • Bed & Breakfast • Body Piercing Studio • Campground (1-10 sites) • Care Facilities (1-12 residents) • Family Day Care (7-12 children) • Food Service Establishment (0-20 seats) • Industrial Campground (2-10 camping units) • Manufactured Home Community (4-10 units) • Mobile Food Establishment • Retail Food Store (3 checkouts or less) • Short-Term Rental | 125.00 | 150.00 |
| Plan Review Medium Establishment <ul style="list-style-type: none"> • Campground (11-25 sites) • Care Facilities 13-25 residents) • Child Care Center (13-25 children) • Food Service Establishment (21-50 seats) • Hotel/Motel (1-50 rooms) • Industrial Campground (11-25 camping units) • Labor Camp (10-25 employees housed) • Manufactured Home Community (11-20 units) • Organized Camp (1-25 campers) • Retail Food Store (4-6 checkouts) | 225.00 | 270.00 |
| Plan Review Large Establishment <ul style="list-style-type: none"> • Campground (26+ sites) • Care Facilities (26+ residents) • Child Care Center (26+ children) • Food Service Establishment (51+ seats) • Hotel/Motel (51+ rooms) • Industrial Campground (26+ camping units) • Labor Camp (26+ employees) • Manufactured Home Community (21+ units) • Organized Camp (26+ campers) • Retail Food Store (7+ checkouts) • School | 325.00 | 390.00 |
| Recreation Water Facility Permit (Swimming Pool) | 125.00 | 150.00 |
| Reinspection Fee (Well/Septic/Food/Other Establishments) | 75.00 | 90.00 |
| Reissue Establishment Permit (lost, etc.) | 25.00 | 30.00 |
| Retail Food Store per check out (no maximum) | 60.00 | 72.00 |
| School Permit | 60.00 | 72.00 |
| Septic Application Alternative/Class II | 375.00 | 450.00 |
| Septic Application Conventional/Class I | 185.00 | 222.00 |
| Septic Permit Renewal | 35.00 | 42.00 |
| Septic Reserve Change 11+ lots (per lot, no maximum) | 10.00 | 14.00 |
| Septic Reserve Change (1-10 lots- minimum fee) | 100.00 | 140.00 |
| Septic Permit- Reissue | 35.00 | 35.00 |
| Septic/Sewage Tank Cleaner/ Hauler Permit | 16.00 | 16.00 |
| Subdivision Eval (1-8 lots- minimum fee) | 100.00 | 140.00 |
| Subdivision Eval 9+ lots (fee per lot, no maximum) | 12.00 | 14.00 |
| Tattoo Studio Permit | 200.00 | 200.00 |
| Temporary Food Establishment Permit--One Event not to exceed 14 consecutive days | 60.00 | 72.00 |
| Temporary Food Establishment Permit- One Year (only if serving non-TCS/PHF foods) | 60.00 | 72.00 |
| Vending Machine (per machine) | 60.00 | 72.00 |
| Vending Machine (maximum per site) | 360.00 | 432.00 |
| Well Permit Renewal | 35.00 | 42.00 |
| Well Permit | 125.00 | 150.00 |

Environmental Health Fees- Current vs Proposed

Justification for Increased Environmental Health Fees for Permits and Services

- Last time permit fees were increased was November 1, 2020 (20-25% increase)
- The last time the State set a new maximum fee for permits prior to 2020 was in 2006. Our fees could not have been higher than the State's maximum fees set by that rule.
- EH staff salaries have increased since 2020. In 2020, our staffing level was less (3 sanitarians, 1 sanitarian supervisor, and 2 Office Assistants). We have added one sanitarian position that is no longer funded by the NEHA grant as of 12/31/2024.
 - Total EH salaries in 2020 including benefits was **\$325,000**. (Benefits were estimated)
 - Current EH Staff Salaries Total including benefits is **\$389,000**. (This number will likely increase in FY 2025 due to staff raises).
 - The total mileage reimbursement for EH Staff in FY23 was **\$10,485** (we anticipate an increase in FY25 since we now have 4 fully trained sanitarians).
 - The estimated amount of time a Sanitarian spends on each well and septic application and inspection is 5 hours and for each food and other establishment inspection is 3 hours. These estimates include travel time and paperwork. The current average hourly salary for our Sanitarians is **\$30.28** (including benefits).
 - Based on the FDA's calculation for how many Full Time Equivalent (FTE) Sanitarians are required to complete the minimum number of food establishment inspections annually and our Sanitarians time spent in other programs, we need 4 full-time Sanitarians and a Sanitarian Supervisor.
- Revenue from EH fees for permits and services was **\$307,466** in FY 2023. Based on the budget estimates for FY25, the proposed increase in fees could bring that revenue to about **\$365,000** (conservative estimate because some fees remain the same).
- NEHA Grant funding:
 - The 3-year **\$228,000** grant that covered a new Sanitarian's salary ends 12/31/2024 (last payment for that grant was received FY 2024 so it is not in the budget for FY 25)
 - Mentorship grant for CY2024 of **\$24,000** will be paid after it is completed in FY 25.
 - Travel/Training Grant for CY 2024 of **\$5,500** will be paid after it is completed (by Feb 2025)
 - Special Project Grant for CY 2024 of **\$20,000** will be paid after it is completed (by Feb 2025)
 - We do not yet know what grant funding may be available for CY2025, but it is not likely we will be able to obtain another large grant award since we have almost met all 9 Program Standards
 - By the end of this calendar year EH salaries will only be paid out of the general fund
- Without additional funding from the State or the County, and anticipating less grant funding in FY25, increasing fees is a way to increase our revenue and help keep the health department from operating at a deficit without having to cut staff positions. The budget that was just approved by the Board of Health has us operating at a **\$15,700** deficit for FY25, but increasing the Environmental Health fees would have the Health Department operating with a slight surplus for FY25.

**JEFFERSON COUNTY COMMISSION
AGENDA REQUEST FORM**

Name: Tom Hansen

Department or Organization: Sheriff and Treasurer

Commission Meeting Date: Next Available

Special Meeting Date (if necessary):

Subject (wording to be placed on agenda):

New Deputy Hire
Court Security Grant Award

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

We have another applicant who has passed all prerequisites and is available for hire. We are requesting approval of his hire July 1, 2024 with starting pay of 53,550.00

We have been awarded \$31,000 in funding from the Court Security Grant to continue outfitting the Courthouses with XRay machines.

Type of Request: (Funding/Hiring): hiring

Funding/Salary/Hourly Amount: see below

Name of Hire (if Applicable): see below

Grade/Step/Hours (PT/FT):

Start Date (beginning of pay period): see below

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 ___ as an Uncertified Deputy beginning 7/1/24 with a starting salary of 53,550.00.

I move to accept the award of \$31,000 from the Court Security Grant and authorize the President to sign the associated documents.

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: 304-728-3205

Email Address:

dlowe@jeffersoncountywv.org

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: Roger Goodwin

Department or Organization: Engineering

Estimation of amount of time needed for appointment: 5 minutes

Date Requested – 1st Choice: 6/27/2024

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

Date Requested – 2nd Choice: [Click here to enter text.](#)

Subject (*Wording to be placed on agenda*): Letter of Credits securing construction bonds.

Please provide the County Commission with a description of your request or presentation, including any background information: Letter of credits used as security for construction bonds have either a January 15 or July 15 expiration date and are to be renewed thirty (30) days prior to the expiration date. The staff will call any letter of credits that have not been renewed prior to the July 15, 2024 expiration date.

Is this a funding request? Y/NO

If so, how much? [Click here to enter text.](#)

Recommended motion (*Please type out the wording of the motion that you would like the Commission to approve*): I authorize Staff to call any Letter of Credits that are due that have not been renewed by the close of business on Monday, July 8, 2024.

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

If not attached, explain: [Click here to enter text.](#)

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

Contact information:

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

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/COMMENTS

[Click here to enter text.](#)

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: Laura Kuhn

Department or Organization: Fleet & Facilities Management

Estimation of amount of time needed for appointment: 10 minutes

Date Requested – 1st Choice: **June 27, 2024**

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

Date Requested – 2nd Choice:

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

Request for Approval of Air Conditioning Installation - Jefferson County Emergency Services Agency

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

The vehicle bay area of the JCESA building has no air conditioning. As required by the WV Board of Pharmacy after a recent inspection, the bay area must maintain a temperature range of 68-77 degrees due to medications stored in the ambulances and in bulk overflow storage in the bay. Fleet & Facilities Management recommends the installation of three (3) wall-mounted mini-split units. County staff, with the exception of the electrical work, can do the installation.

Is this a funding request? Y/N YES

If so, how much? \$14,000

Provide exact financial impact/request:

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

Motion to approve the purchase and installation of mini-split AC units for the Jefferson County Emergency Services Agency building in the vehicle storage bay area.

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

If not attached, explain:

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

Contact information:

Email address: LKuhn@jeffersoncountywv.org

Phone Number: 304-728-3355

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/RECOMMENDATION

Not applicable



Jefferson County Emergency Services Agency

419 16th Ave., Ranson, WV 25438

Tel: 304-728-3287 Fax 304-728-6221

www.jcesa.org



Project: Air conditioning system purchase and installation.

Location: ESA Main Office 419 16th Ave.

Purpose: Maintain constant temperature due to medication storage.

Background: The vehicle storage (bay) area of the building has a floor heating system and no air conditioning. At a recent inspection performed by the WV Board of Pharmacy it was identified that the bay area must maintain a temperature range of 68 to 77 degrees. This is because medications are stored in ambulances and in bulk overflow storage in the bay. This is not only an issue at ESA office but at 2 of the VFDs from which we lease space. Only one unit in our fleet of ambulances has independent climate control systems that can be powered by a "plug-in" electrical source. New units will be built with this option. The ESA office is the highest priority at this time due to the constant storage of reserve units and that is a County owned building. The 2 lease spaces may require alternative solutions due to it being a significantly higher cost of retrofit and being non-County owned facilities.

Equipment & Installation: The bay area does not have HVAC ducting in place as it uses an in-floor heating system. As a result, traditional a/c units (specifically the temporary units currently at Parks & Recs) will not work without costly installation of ducting. Therefore, this project requires the purchase of 3 new wall mounted "mini-split" units. County Fleet & Facilities will install the equipment and the County electrical contractor will be needed to install electrical.

| | | |
|--------------|-------------------|----------------|
| Cost: | Equipment | \$11,000 |
| | <u>Electrical</u> | <u>\$3,000</u> |
| | Total | \$14,000 |

Budgeting: This item can be funded as part of *ARPA*



JEFFERSON COUNTY COMMISSION

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

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

Web: www.jeffersoncountywv.org

PRESIDENT

Steve Stolipher

VICE PRESIDENT

Jane Tabb

COMMISSIONER

Tricia Jackson

COMMISSIONER

Jennifer Krouse

COMMISSIONER

Pasha Majdi

To: Commissioner Tricia Jackson
Commissioner Jennifer Krouse
Commissioner Pasha Majdi
Commissioner Steve Stolipher
Commissioner Jane Tabb

From: Bessie Nelson

Date: June 27, 2024

Re: Fiscal Note: Install Air Conditioning @ Emergency Services FY25

Laura Kuhn, Director of Fleet & Facilities is requesting approval to purchase and install air conditioning at the JCESA building. The recommendation is to install 3 wall-mounted mini split units to maintain a temperature between 68-77 degrees per the WV Board of Pharmacy requirements.

I recommend using ARPA funding for this \$14,000 expense.

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: **Laura Kuhn**

Department or Organization: **Fleet & Facilities Management**

Estimation of amount of time needed for appointment: **30 minutes**

Date Requested – 1st Choice: **June 27, 2024**

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

Date Requested – 2nd Choice:

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

Jefferson County Facilities Presentation

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

I will be providing the Commission with a presentation to update on the current state of our county facilities. I will be giving an overview of the problems and challenges that we are facing with specific buildings in the Charles Town and Bardane Campuses.

Is this a funding request? Y/N NO

If so, how much? \$

Provide exact financial impact/request:

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

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

If not attached, explain:

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

Contact information:

Email address: LKuhn@jeffersoncountywv.org

Phone Number: 304-728-3355

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| FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/RECOMMENDATION |
| |



Department of Fleet & Facilities Management
128 Industrial Blvd
Kearneysville, WV 25430
304-728-3355
Laura Kuhn, Director

TO: Jefferson County Commission
FROM: Laura Kuhn, Director
Fleet & Facilities Management
RE: Jefferson County Building Presentation

I have requested time on your agenda today to present to you an overview on the County's buildings. I will be presenting a PowerPoint presentation to help both Commissioners and the public understand the challenges Jefferson County is facing with our current building situation.

Jefferson County faces pressing challenges in providing adequate, safe, accessible, and contemporary office spaces for its government and court facilities. With the impending addition of a new Magistrate in January 2025, along with an extra Assistant to the Magistrate and a Court Clerk, it is imperative to ensure sufficient and secure office accommodations are in place to meet the demands of the expanding staff. Compliance with the standards set by the West Virginia Supreme Court is essential.

The current setup of County Government offices is subpar. Offices are dispersed haphazardly across multiple buildings, lacking organization and safety. Multiple entry points create safety risks and confusion for visitors. This disorganization not only compromises safety but also causes public confusion regarding the location of services. The presence of public departments within court buildings exacerbates congestion and confusion, underscoring the need for a more organized and efficient layout.

The County is facing a critical shortage of usable space where there is no room to accommodate additional staff. With Jefferson County experiencing continual growth, marked by the construction of numerous new houses daily, the demand for public services is escalating. The County should proactively address the needs of its expanding population. It is foreseeable that additional staff will be required to meet the growing demands, emphasizing the urgency of finding suitable office space solutions.

Buildings Included in this Report:

Charles Town Campus:

Hunter House
Mason Building
Reininger Building/Moffett Building
Smoot Building
Historic Courthouse

Bardane Campus:

Public Services Center

County Building and Space Challenges:

- **Public Access:**

The presence of multiple entry points into county government and court buildings creates confusion, accessibility barriers, safety concerns, and inefficiencies in service delivery. Streamlining entry points and improving accessibility are essential steps to enhance the public's experience and ensure equitable access to government services.

1. **Navigational Challenges:** With numerous entry points scattered throughout the buildings, visitors may struggle to find the correct entrance for their specific purpose. This confusion can lead to wasted time and frustration as individuals wander between entrances trying to locate the appropriate office or service. The public frequently encounters confusion when navigating between multiple offices for business transactions. There is a lack of seamless connectivity between offices that often collaborate closely. As a result, individuals may find themselves making multiple trips along the street, moving between different offices to complete their transactions. This can be particularly challenging for older adults or individuals with disabilities and adds to the difficulty of accessing essential services.
2. **Accessibility Barriers:** Not all entry points may be accessible to individuals with disabilities. Inadequate accessibility features, such as ramps or automatic doors, at certain entrances can restrict access for those with mobility challenges, thereby excluding them from accessing government services.
3. **Inefficient Service Delivery:** The lack of a centralized entry point can disrupt the flow of visitors and impede the efficient delivery of services. Staff members may be required to repeat information or redirect visitors who enter through the wrong door, leading to delays, confusion and inefficiencies in service.
4. **Health Services:** The Jefferson County Health Department, situated in the Public Services Center, is grappling with significant space limitations. As the county's population expands, the demand for healthcare services continues to rise, adding to the existing space issues. The necessity for accessible public transportation is crucial, yet the nearest public transit stop is 1.5 miles away from the Health Department. This distance poses a significant challenge for disadvantaged individuals who may rely heavily on these essential services.

- **Insufficient Space:**

1. **County Growth:** Jefferson County faces a pressing challenge of limited space to accommodate its growing needs. As the county population expands, so do the demands on government services, necessitating an expansion of county government facilities to adequately serve the public.
2. **Storage:** The retention of records, mandated for multiple years or indefinitely, poses a significant space constraint. The accumulation of hard copy records requires extensive storage, and as the volume of records grows, so does the need for additional storage space.

- **Inefficient Utilities**

The County's existing buildings are outdated and highly inefficient in terms of utility usage. According to data from the U.S. Energy Information Administration and various industry reports, the County's utilities costs exceed industry benchmark standards. The average benchmark standards are approximately \$2.15 per square foot per year for commercial office buildings. The approximate cost for the 70,000 square feet for the County buildings contained in this report are \$3.00 per square foot per year. The County cost is approximately \$60,000 more per year for utilities for these buildings than industry benchmarks.

- **Maintenance and Repair Needs**

1. Window replacements should be considered in the next 5-10 years for the Hunter House, Mason Building, Public Services Center, Reininger Building, and Moffet Building. The windows have significant age on them and are not energy efficient. Because of the size and some historical aspects, some windows will require specialized windows and glass.
2. Roof replacement will be needed in the next 5-10 years at the Mason Building, Reininger Building, and Moffet Building. The current roofing systems are aging and will need replacement to avoid water leaks and potential structural damage. These roofs are a combination of metal and single-ply membrane with some shingled areas on the Mason Building.
3. Upgrades to the heating and air conditioning in most of these buildings will need upgrades and replacements in the next 5 years. Heating and AC systems are old and outdated requiring continuous repairs. Oil furnaces that require costly heating fuel heat multiple buildings.

- **Facility Management – Building Churn**

Building Churn – In the context of facility management, "churn" refers to the frequent and ongoing changes in the physical arrangement or allocation of workspace, including moves, additions, and changes. This can involve relocating employees, adding new workstations, or reconfiguring office layouts to accommodate new needs. The County's facility staff are constantly rearranging offices and furniture, doing minor renovations by adding and removing walls and reconfiguring space.

This constant churn causes various problems, including:

- a. HVAC becomes unbalanced by constant renovations causing hot/cold spots
- b. Heating and Cooling is inefficient and adds to costly utilities
- c. Networking/electrical cabling has to be constantly reconfigured
- d. County facility staff are frequently redirected to address this churn causing delays in other tasks and projects.
- e. Constant churn is disruptive leading to operational downtime, unstable work environments, decreased productivity, poor space management and cost inefficiencies.

Cost Projections:

- **Utilities**

The current utilities costs for the specified Charles Town Buildings are approximately \$210,000 for one year. This includes electricity, water, sewer, and heating fuel oil.

The breakdown of these cost estimates over the next 10 years, calculating in a 2% estimated inflation rate is as follows:

| | |
|---|--------------------|
| Current Year | \$210,000 |
| Year 1 | \$214,200 |
| Year 2 | \$218,484 |
| Year 3 | \$222,854 |
| Year 4 | \$227,311 |
| Year 5 | \$231,857 |
| Year 6 | \$236,494 |
| Year 7 | \$241,048 |
| Year 8 | \$246,048 |
| Year 9 | \$250,969 |
| Year 10 | \$255,989 |
| 10 YEAR ESTIMATED UTILITY COST TOTAL | \$2,092,226 |

- **Other Operating Expenses**

Includes maintenance and repairs, contracted services, materials and supplies, etc.

The breakdown of these cost estimates over the next 10 years, calculating in a 2% estimated inflation rate is as follows:

| | |
|---|--------------------|
| Current Year | \$290,000 |
| Year 1 | \$296,800 |
| Year 2 | \$303,736 |
| Year 3 | \$310,810 |
| Year 4 | \$318,025 |
| Year 5 | \$325,381 |
| Year 6 | \$332,881 |
| Year 7 | \$340,526 |
| Year 8 | \$348,317 |
| Year 9 | \$356,255 |
| Year 10 | \$364,341 |
| 10 YEAR ESTIMATED TOTAL OPERATING COST | \$3,587,072 |

- **Major Building Repairs**

The estimated cost for major building repairs over the next 5-10 years is \$1,000,000. This estimate covers windows, roofs, HVAC systems, and other structural elements. Additionally, ongoing building use and changes are expected to increase these repair costs.

- **Ten Year Outlook**

The operating, utility and repair estimate in ten years for these buildings is estimated to be approximately \$6.68 million.

Conclusion:

Jefferson County faces significant challenges with its government and court facilities, including inadequate office space, poor organization, multiple entry points causing safety and accessibility concerns, and inefficient layouts. The addition of new staff in January 2025 and the county's rapid population growth exacerbate these issues, demanding an urgent need for improved and expanded facilities. Current buildings are also burdened with high utility costs and require major repairs, including window, roof, and HVAC system replacements.

Over the next ten years, the estimated costs for utilities, operating expenses, and major repairs are projected to be approximately \$6.68 million. Addressing these issues is essential to enhance service delivery, ensure safety, and accommodate the county's expanding needs. Strategic planning and investment in more efficient and organized facilities are crucial to meet these demands and support the community effectively.

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: **Christopher L. Callas, Esq.**
Jackson Kelly PLLC

Department or Organization: **Wild Hill Solar, LLC**

Estimation of amount of time needed for appointment: **15-20 minutes**

Date Requested – 1st Choice: **June 27, 2024**

*If a specific date is needed, please provide reason for specific date: **Wild Hill Solar requests the June 27 date to facilitate the continued development of its project taking into account upcoming project milestones.***

Date Requested – 2nd Choice: **July 11, 2024**

Subject (*Wording to be placed on agenda*): **Discussion/Action: Request of Wild Hill Solar, LLC for County Commission Resolution and Order Authorizing the Execution and Delivery of a Payment in Lieu of Taxes Agreement and a Lease Agreement with Wild Hill Solar, LLC.**

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

- Discussion/Action: Wild Hill Solar, LLC requests that the County Commission enter an order to authorize the execution and delivery of a Payment in Lieu of Taxes Agreement and a related Lease Agreement in connection with Wild Hill Solar's 92.5 MW solar electric generating facility.**

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

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

RESOLUTION AND ORDER OF THE COUNTY COMMISSION OF JEFFERSON COUNTY, WEST VIRGINIA AUTHORIZING THE EXECUTION AND DELIVERY OF A PAYMENT IN LIEU OF TAXES AGREEMENT AMONG THE COMMISSION, THE BOARD OF EDUCATION OF JEFFERSON COUNTY, WEST VIRGINIA, AND WILD HILL SOLAR, LLC, AND A LEASE AGREEMENT BETWEEN THE COUNTY COMMISSION AND WILD HILL SOLAR, LLC.

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

If not attached, explain: **Copy of proposed Resolution and Order and attached agreements to be provided by June 5, 2024.**

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

Contact information: **Christopher L. Callas, Jackson Kelly PLLC**

Email address: **ccallas@jacksonkelly.com** Phone Number: **304-340-1251 (office) 304-539-3219 (cell)**

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| FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/RECOMMENDATION |
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THE COUNTY COMMISSION OF JEFFERSON COUNTY, WEST VIRGINIA

RESOLUTION AND ORDER OF THE COUNTY COMMISSION OF JEFFERSON COUNTY, WEST VIRGINIA AUTHORIZING THE EXECUTION AND DELIVERY OF A PAYMENT IN LIEU OF TAXES AGREEMENT AMONG THE COMMISSION, THE BOARD OF EDUCATION OF JEFFERSON COUNTY, WEST VIRGINIA, AND WILD HILL SOLAR, LLC, AND A LEASE AGREEMENT BETWEEN THE COUNTY COMMISSION AND WILD HILL SOLAR, LLC.

WHEREAS, Wild Hill Solar, LLC, a Delaware limited liability company ("Project Company"), intends to develop, finance, acquire, construct, and operate a direct current utility scale solar facility of up to 92.5 megawatts to be located in Jefferson County, West Virginia ("County"), together with interconnecting and associated facilities, all to be located on certain real property leased by Project Company (collectively, the "Project"); and

WHEREAS, to enhance the economic feasibility of the Project and to induce the location of the Project in the County as opposed to other feasible alternative locations, Project Company has requested, under the authority of W. Va. Code §8-19-4 and other applicable law, that (i) the County Commission of Jefferson County, West Virginia (the "Commission") and the Board of Education of Jefferson County, West Virginia (the "Board"), enter into a Payment in Lieu of Taxes with respect to the Project in substantially the form attached hereto as Exhibit A (the "Agreement") and (ii) the Commission and Project Company enter into a Lease with respect to the Project in substantially the form attached hereto as Exhibit B (the "Lease," and together with the Agreement, the "Project Agreements"); and

WHEREAS, the Commission anticipates that the series of defined payments from Project Company to the Commission under the Lease (collectively, and as shown in Exhibit C to the Lease, the "Lease Payments") will enable to the Commission to fund all or a substantial portion of the costs associated with the salaries of fire fighters and emergency medical services personnel in the County ("Fire/EMS Funding"), to the benefit of the the County and its citizens; and

WHEREAS, the Commission has considered the benefits associated with the Project and the Fire/EMS Funding, reviewed the Project Agreements in the form attached hereto, and determined that the execution and delivery of the Project Agreements will benefit the public in the County.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE COMMISSION AS FOLLOWS:

1. Recitals. The recitations in the recitals set forth above are true and correct to the knowledge and belief of the Commission.

2. Authorization to Execute Project Agreements. The Commission hereby authorizes the President to execute and deliver the Project Agreements in substantially the forms attached hereto, with such revisions, corrections, or modifications as the President determines to be necessary to give full effect to the objectives of this Resolution and Order. The Commission further authorizes and directs the President to take any further actions that are necessary,

reasonable, or appropriate to effectuate the transactions contemplated by the Project Agreements and other matters related thereto.

3. Open Meeting. The Commission hereby finds and determines that all formal actions relative to the adoption of this Resolution and Order were taken in an open meeting of the Commission and that all deliberations of the Commission that resulted in formal action were taken in meetings open to the public, in full compliance with all applicable legal requirements.

ADOPTED BY THE COUNTY COMMISSION OF JEFFERSON COUNTY, WEST VIRGINIA at a duly noticed regular meeting held in Charles Town, West Virginia, on June 27, 2024.

**THE COUNTY COMMISSION OF
JEFFERSON COUNTY, WEST VIRGINIA**

By: _____
Name: Steve Stolipher
Title: President

EXHIBIT A

Form of PILOT Agreement

EXHIBIT B

Form of Lease Agreement

**PAYMENT IN LIEU OF TAXES AGREEMENT
WILD HILL SOLAR PROJECT**

THIS PAYMENT IN LIEU OF TAXES AGREEMENT ("Agreement") is made and entered into this the ____ day of _____, 2024, by and among WILD HILL SOLAR, LLC, a Delaware limited liability company ("Project Company"), THE COUNTY COMMISSION OF JEFFERSON COUNTY, WEST VIRGINIA ("Commission"), and the BOARD OF EDUCATION OF JEFFERSON COUNTY, WEST VIRGINIA ("Board").

RECITALS

1. Project Company desires to develop, finance, acquire, construct, and operate a direct current utility scale solar facility of up to 92.5 megawatts ac to be located in Jefferson County, West Virginia ("County"), together with interconnecting and associated facilities (collectively, and inclusive of any battery or other energy storage facility components that may ultimately be included, the "Facilities"), all to be located on certain real property owned or leased by Project Company (collectively, the "Property," and together with the Facilities, the "Project").

2. The acquisition and construction of the Project in the County is expected to generate a substantial economic benefit to the County, its residents, and the surrounding area and to provide quality employment in the Project's construction and operational phases, all of which will inure to the short- and long-term benefit of the County and its residents.

3. The costs of developing, acquiring, and constructing the Project may be financed through certain loans issued by certain private lenders (the "Loans") and by equity investment arrangements with certain private investors in one or more transactions.

4. The obligations under the Loans will be secured by certain liens, deeds of trusts and other security instruments executed by Project Company and encumbering all or portions of the Project (the "Liens").

5. In furtherance of the Project, Project Company has requested that the Commission enter into a set of arrangements under the authority of W. Va. Code §8-19-4 and other applicable law (the "Arrangement") to enhance the economic feasibility of the Project, induce the location of the Project in the County as opposed to other feasible alternative locations, and provide substantial and predictable revenue to the Commission and the Board. The Arrangement would consist of this Agreement and a lease agreement between the Commission and Project Company ("Lease").

6. Under the Arrangement, Project Company would develop, finance, acquire, and construct the Project, lease to the Commission its leasehold interests in the Property through a sublease dated as of the date hereof ("Sublease"), convey to the Commission that portion of the Property consisting of fee interests and/or easement rights by one or more deeds (collectively, "Deeds"), transfer the Facilities to the Commission through the execution and delivery of one or more bills of sale to the Commission, and then immediately lease back the Project from the Commission under the Lease. Through a series of payments under the Agreement and the Lease and a contribution outlined in the resolution of the Board approving the execution of the Agreement and the Lease, Project Company would make payments in excess of \$28.8 million over the expected 39-year term of the Arrangement, including payments in excess of \$28.5 million in

lieu of *ad valorem* property taxes that otherwise would be due and payable on the assessed value of the Project, all subject to the Liens, a cancellation option in favor of Project Company in the Sublease and a repurchase option in favor of Project Company in the Deeds (together, the "Options"), and the satisfaction of certain conditions precedent, including the execution of this Agreement. Under the Arrangement, Project Company will be required to pay, as additional rent under the Lease, all costs in connection with the acquisition and construction of the Project through remittances directly to contractors and vendors and will be solely responsible for repayment of the Loans secured by the Project.

7. During the term of the Lease, the Commission will sublease the Property and own the Facilities, subject to the Liens, the Lease, and the Options. Pursuant to the Lease, title to any property constituting improvements or equipment and any repairs, alterations, renewals, substitutions and replacements of, and additions and appurtenances to, the Project or any part thereof, when made or installed in or about the Project shall, subject to the Lease and the applicable Liens, immediately become vested in the Commission without further action on its part.

8. During the term of the Lease, the Commission's leasehold interest in the Property and its ownership interest in the Facilities and that portion of the Property consisting of fee interests covered by the Lease will be exempt from *ad valorem* property taxes pursuant to W.Va. Code § 8-19-4.

9. Project Company has agreed to make payments of certain amounts in lieu of *ad valorem* property taxes under this Agreement in respect of the Project as reflected in Attachment A to this Agreement.

NOW, THEREFORE WITNESSETH, for and in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I
REPRESENTATIONS AND WARRANTIES, ETC.

Section 1.01. Commission Representations, Warranties, Agreements and Findings.

The Commission hereby represents, warrants, agrees, finds and confirms its findings that:

(a) The Commission is a public corporation, acting on behalf of the County, a political subdivision of the State of West Virginia (the "State"), validly created and existing under the Constitution and laws of the State, and is authorized and empowered by the provisions of the Constitution and laws of the State to enter into this Agreement.

(b) The Commission has found, and hereby finds, that the agreements herein contained and the consummation of the transactions in connection herewith will promote the public interest and public purposes by, among other things, providing certainty and soundness in fiscal planning and promoting the present and prospective prosperity, health, happiness, safety and general welfare of the people of the County.

(c) The execution of this Agreement and the consummation of the transactions in connection herewith and therewith, have been approved by the Commission at one or more duly called and constituted meetings, throughout which quorums of duly elected, qualified and acting members of the Commission were present and acting. The Commission's agreement to the acquisition, construction and equipping of the Project and its authorization for the execution of this Agreement are embodied in a Resolution adopted on _____, 2024.

Section 1.02. Board Representations, Warranties, Agreements and Findings.

The Board hereby represents, warrants, agrees, finds and confirms its findings that:

(a) The Board is a public corporation of the State and has the power and authority to enter into the transaction contemplated by this Agreement.

(b) The Board has found, and hereby finds, that the agreements herein contained and the consummation of the transactions in connection herewith will promote the public interest and public purposes by, among other things, providing certainty and soundness in fiscal planning and promoting the present and prospective prosperity, health, happiness, safety and general welfare of the public school students in the County.

(c) The agreement to the acquisition, construction and equipping of the Project, and the authorization for the execution of this Agreement, by the Board are embodied in a Resolution adopted on _____, 2024.

Section 1.03. Project Company Representations, Warranties and Agreements.

Project Company represents, warrants and agrees that:

(a) It is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware and is duly qualified and authorized to conduct affairs or do or transact business in the State, with full power and legal right to enter into this Agreement and to perform its obligations hereunder.

(b) The making and performance of this Agreement and all documents, agreements and instruments in connection herewith, on Project Company's part, are not prohibited under and have been duly authorized in accordance with, and will not violate the terms and provisions of, its articles of organization and operating agreements, and are not prohibited by, and will not violate or conflict with or constitute a default under, any statute, order, governmental rule or regulation, agreement, instrument or document by which it or any of its properties is bound.

ARTICLE II

AD VALOREM PROPERTY TAX TREATMENT OF THE PROJECT

Section 2.01. The Commission's Interest in Property Comprising the Project Shall be Exempt from Property Taxes.

During the term of the Lease, the leasehold interest of the Commission in the Leased Property and the freehold interest of the Commission in the Facilities and that portion of the Property consisting of fee interests and easement rights will not be subject to any *ad valorem* property taxes, the same being exempt pursuant to W. Va. Code §8-19-4.

Section 2.02. Project Company's Leasehold Interest in Property Comprising the Project Shall be Exempt from Property Taxes.

During the term of the Lease, the leasehold interest of Project Company in all of the real and personal property which comprise the Project shall not be subject to any *ad valorem* property taxes, the same being exempt pursuant to W. Va. Code §8-19-4.

ARTICLE III

ACQUISITION AND CONSTRUCTION OF THE PROJECT AND PAYMENTS IN LIEU OF TAXES

Section 3.01. Acquisition, Construction and Equipping of the Project.

The Commission and the Board each hereby agree to the acquisition, construction, and equipping of the Project, provided that Project Company shall be solely responsible for the acquisition, construction and equipping of the Project.

Section 3.02. Payments in Lieu of Taxes.

(a) *Schedule and Amount of Payments.* Subject to the condition precedent stated in Section 4.11 below, Project Company will make:

- (1) an initial payment of Two Hundred Thousand Dollars (\$200,000) ("Initial Payment") on the date that is the sooner to occur of the first September 1 or March 1 following the date on which the commencement of Commercial Operations of the Project occurs ("Project COD"); and
- (2) additional annual payments on or before the dates set forth on Attachment A hereto for each of Operation Years¹ two through thirty-nine, escalating at two and a half

¹ "Operation Year" shall mean the 12-month period beginning on the Project COD and ending at 11:59 pm on the day preceding the first anniversary of the Project COD and each 12-month period thereafter commencing on each anniversary of the Project COD.

percent per annum as shown on Attachment A, beginning on the first March 1 or September 1 to occur on or after the first anniversary of the Project COD.

For purposes of the specified payment dates in Sections 3.02(a), 3.02(c), and 4.02(b) and Attachment 1 of this Agreement, (i) any payment payable on a date that is not a Business Day may be paid on the next Business Day; and (ii) "Business Day" is any day that is not a Saturday, Sunday, or another day on which commercial banks in the State are authorized or required to close under State law.

For purposes of this Agreement, "Commercial Operations" means the earlier of: (a) the date on which at least seventy-seven (77) megawatts ac of the Project have achieved "commercial operation," or the substantive equivalent thereof under any contract for the purchase, exchange or sale of electric energy, capacity, ancillary services, environmental attributes and/or other attributes of the Project to which Project Company is a party; or (b) the date on which at least seventy-seven (77) megawatts ac of the Project has achieved "substantial completion" under an engineering, procurement and construction agreement or similar agreement for the engineering, procurement and construction of the Project.

(b) *Distribution of Payments.* Project Company agrees to make each payment under Subsection 3.02(a) above to the Sheriff of the County (the "Sheriff") who will distribute such payments as if they resulted from *ad valorem* property taxation pursuant to W.Va. Code §8-19-4.

(c) *Timing of Payments.* Project Company may pay each annual payment in lieu of tax payable under Subsection 3.02(a) in two equal installments, the first installment of which shall be paid by each September 1 and the second installment of which shall be paid by each March 1, or Project Company may pay the entire annual payment amount on or before September 1.

(d) *Parties' Intent.* The parties' intent in entering into this Agreement is that for so long as this Agreement is in effect, during no tax year will Project Company owe an amount less than the lesser of: (i) the aggregate amount of the applicable year's payment(s) set forth on Attachment A and the applicable year's payment(s) under the Lease (if any); or (ii) the *ad valorem* taxes that would be payable on the Project in the absence of this Agreement.

Section 3.03. Transfer of Membership Interests; Assignment of Rights.

(a) The parties acknowledge that the holder or holders of the membership interests in the Project Company may ultimately transfer all or a majority of the membership interests in the Project Company to an affiliate or other third party (a "Transferee," and any such transfer, a "Transfer"). In the case of a Transfer, the Project Company under the Transferee's ownership will continue to have all the rights and obligations under this Agreement and the Lease, including without limitation the payment obligations in Section 3.02 above.

(b) The parties acknowledge that Project Company may ultimately assign the Project (or the rights to develop, construct, own, and operate the Project) to an affiliate or other third party (in either case, the "Assignee," and any such assignment or similar transfer of rights, an "Assignment"). In the case of an Assignment, the Assignee will have all the rights and obligations under this Agreement and the Lease, including without limitation the payment obligations in

Section 3.02 above, and shall assume the obligations of Project Company hereunder, and Project Company will no longer have any rights or obligations under this Agreement or the Lease. If requested by Project Company, the Commission and the Board will execute a separate Agreement, and the Commission will execute a separate Lease, each with the Assignee and with terms and conditions substantially identical to those in this Agreement and the Lease ("Assignee Agreements"), as applicable. All references to Project Company in this Agreement shall be interpreted to include the Assignee to the extent an assignment has occurred and the Assignee Agreements have not yet been executed.

Section 3.04. Events of Default: Remedies.

If Project Company shall fail to pay any payment hereunder to the Sheriff at the times and in the amounts as prescribed herein, and such failure to pay continues for a period of thirty (30) days and is not remedied in full within seven (7) days after the Commission's written notice of the failure to pay to Project Company after the thirty-day period has elapsed, then and in such event, the Commission and/or the Board, may take whatever action at law or in equity may appear necessary or desirable to enforce its rights under this Agreement, including, without limiting the generality of the foregoing, immediately terminating this Agreement, immediately terminating the Lease, conveying the Project to Project Company, and causing the assessment and collection by the County Assessor and the Sheriff of *ad valorem* taxes thereon. The Commission and the Board shall not be obligated to do any of the acts hereinabove authorized (other than the provision of written notice), but, in the event that the Commission and/or the Board elects to do any such act, all costs and expenses incurred by the Commission and the Board in doing any such act shall be owed by Project Company hereunder. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time, as often as may be deemed expedient. Project Company acknowledges that a default under the Lease is also an event of default under this Agreement. Without limitation of the rights of the Commission and the Board (together, the "Non-Defaulting Parties") under this Agreement, including, without limitation, this Section 3.04, upon the failure of Project Company to make any one (1) or more of the foregoing payments, which is not corrected within the seven (7) day cure period described above, the Non-Defaulting Parties are hereby entitled to receive from Project Company the minimum amount required to be paid for each tax year under this Agreement as specified in Section 3.02(d) above.

ARTICLE IV
GENERAL AND MISCELLANEOUS PROVISIONS

Section 4.01. Expenses and Costs.

Each party will bear its own respective legal and other costs and expenses associated with this Agreement and all documents, instruments and agreements in connection herewith, and the consummation of the transactions set forth herein and therein.

Section 4.02. Term of This Agreement: Final Operation Year Payment.

(a) Unless terminated sooner by the express provisions hereof, this Agreement shall remain in effect (i) for a period of thirty-nine (39) years from the Project COD, (ii) until the Lease is terminated, (iii) until the date that the final payment is paid in accordance with Attachment A, (iv) until Project Company's exercise of one or both of the Options or the Commission's exercise of its right to require Project Company to reacquire the Project pursuant to Section 6 of the Lease, (v) until any change in law or a ruling by any court of competent jurisdiction resulting in an assessment of any *ad valorem* taxes upon the Commission's leasehold or ownership interest in or Project Company's leasehold interest in the Project, or (vi) until a successful legal challenge to any of the material terms and conditions of this Agreement or of the Lease by any party to those agreements or any other person or entity, whichever shall first occur (in any such case, the "Expiration Date"). Beginning with the tax year based on the first July 1 assessment of the Project after the Expiration Date, and for each tax year thereafter, so long as Project Company has an interest in the Project, Project Company shall pay the full amount of the *ad valorem* property taxes on the real and personal property which comprise the Project, as determined by applicable law, regardless of whether the Commission has conveyed fee simple title to the Project and/or that that portion of the Property consisting of fee interests and easement rights to Project Company at that time. The parties agree that if this Agreement is terminated that the Commission and Project Company will take all actions required to terminate the Lease. This provision shall survive the termination of this Agreement.

(b) Within ten (10) days after the Expiration Date, Project Company shall pay to the Sheriff either: (i) an amount equal to the sum of two semi-annual payments corresponding to the Operation Year if for the Operation Year during which the Expiration Date occurs Project Company has not yet made either of the semi-annual payments for such Operation Year as set forth on Attachment A; (ii) an amount equal to one semi-annual payment corresponding to the Operation Year during which the Expiration Date occurs Project Company has made one of the semi-annual payments for such Operation Year as set forth on Attachment A; or (iii) \$0 (no payment due) if for the Operation Year during which the Expiration Date occurs Project Company has made both of the semi-annual payments for such Operation Year as set forth on Attachment A.

Section 4.03. Notices.

All notices to Project Company, the Commission and the Board with respect to this Agreement, shall be deemed to be completed upon mailing by registered or certified mail, postage prepaid, addressed as follows or to such other address as shall be furnished in writing by any party to the remaining parties hereto:

a) If to Project Company, as follows:

Wild Hill Solar, LLC
c/o Kate O'Hair
Senior Vice President – Development
EDF Renewable Energy
3600 American Blvd., W.
Minneapolis, MN 55413

With a copy to:

Christopher L. Callas
Jackson Kelly PLLC
Post Office Box 553
Charleston, WV 25322
ccallas@jacksonkelly.com

b) If to the Commission, as follows:

President, Jefferson County Commission
124 E. Washington Street
Charles Town, West Virginia 25414

c) If to the Board, as follows:

Superintendent, Jefferson County Board of Education
110 Mordington Avenue
Charles Town, West Virginia 25414

Section 4.04. Credit for Payments Made.

In the event that any amounts are paid by Project Company or its successors or assigns as *ad valorem* property taxes levied by the Commission or the Board on its leasehold interest in the Project for any tax year for which it has made payments pursuant to this Agreement, such amounts shall be fully credited against and reduce the payments otherwise due pursuant to Article III herein, and Project Company and its successors or assigns shall be entitled to a refund of the same by virtue of any overpayment thereof resulting from such credit and reduction.

Section 4.05. Use of Payments.

Project Company shall not have any responsibility or liability for the application or expenditure by the Sheriff, the Board or by the Commission of any amount paid to the Sheriff by Project Company pursuant to this Agreement. The Sheriff shall be responsible for the proper disposition of any amounts paid in lieu of tax by Project Company, and of any *ad valorem* property taxes determined to be due with respect to the Project. Subject to the Constitution and laws of the State, Project Company is hereby indemnified and held harmless, by the other parties hereto, from any lawsuit or legal action, and any liability, arising from or relating to the manner in which the Commission and the Sheriff distribute or the Board or the Commission applies, expends, or otherwise distributes or disposes of any such amount paid by Project Company under this Agreement, but in no event shall this provision be construed as an agreement to pay or bear Project Company's costs of defense of any lawsuit or legal actions or attorney's fees.

Section 4.06. Construction.

It is the intention of the parties in entering into this Agreement to provide an inducement for Project Company to invest in the Project in the County, to clarify any ambiguities that may arise as to the appropriate assessment of leasehold interests in the Project, and to provide for payments by Project Company as an inducement for the Commission and the Board to enter into this Agreement. This Agreement is to be construed liberally to effect the parties' intent.

Section 4.07. Miscellaneous.

Neither this Agreement nor any provision hereof may be amended, modified, waived, discharged, or terminated orally, except by an instrument in writing signed by the parties hereto and referencing this Agreement and the parties' intention to so amend it. The captions in this Agreement are for the convenience of reference only and shall not define or limit the provisions hereof.

Section 4.08. Governing Law.

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

Section 4.09. Severability; Termination.

The parties hereby agree that in the event one or more portions of this Agreement shall be declared to be invalid by appropriate authority, the remaining provisions of this Agreement shall continue in full force and effect; provided, however, that should the *ad valorem* property taxes charged to and paid by Project Company or its successors or assigns, to the Sheriff, with respect to the Project, or the leasehold interest in it, in any one year exceed the payments provided for in Article III herein (prior to the adjustment as provided in Section 4.04 herein), and in the Lease, for that year, then, at the election of Project Company, in its sole discretion, this Agreement and the Lease may be canceled and rendered void and of no further force and effect from and after the earlier of the dates on which such taxes are paid to the Sheriff and the Commission transfers the fee simple interest in the Project to Project Company pursuant in accordance with the terms of the Lease.

Section 4.10. Rights of Project Company to Challenge Assessments.

Nothing in this Agreement will prohibit Project Company from challenging and/or appealing any assessments made against it by the County before the Commission sitting as a Board of Equalization and Review, or any assessments made against it by the State Tax Department, or as otherwise permitted by law, the rights of Project Company being deemed to be cumulative and not in lieu of those rights of challenge or appeal. For clarity, however, Project Company will have no similar right to challenge or appeal the amount or liability for payment of the amounts specified in Section 3.02(a) of this Agreement.

Section 4.11. Condition Precedent to Payment Obligations.

This Agreement shall be effective as of the date of execution set forth in the recitals above. However, notwithstanding the execution date of this Agreement or any other provision herein, Project Company's payment obligations under Section 3.02 shall not become effective unless and until Project Company transfers ownership in and to the Facilities to the Commission.

Section 4.12. Indemnification.

Project Company agrees, whether or not the transactions contemplated by this Agreement or the Lease shall be consummated, to protect, indemnify, defend, and save the Commission and the Board (hereinafter for purposes of this Section 4.12 individually called "Indemnified Party" and collectively called the "Indemnified Parties") harmless from and against all liability, losses, damages, costs, reasonable expenses (including reasonable counsel fees, costs, and expenses), taxes, causes of action, suits, claims, demands and judgments of any nature or form, by or on behalf of any person arising in any manner from the transactions of which this Agreement is a part or arising in any manner in connection with the Project, and, without limiting the generality of the foregoing, arising from (i) this Agreement (except the obligations expressly undertaken by the Indemnified Parties hereby), (ii) the design, acquisition, construction, installation, operation, use, occupancy, maintenance, ownership or leasing of the Project; (iii) any written statements or representations made or given by Project Company or any of its officers, employees or agents to any person, with respect to the Project or any part thereof, and any financing therefor, including, but not limited to, statements or representations of facts, financial information or corporate affairs; (iv) damage to property or any injury to or death of any person that may be occasioned by any cause whatsoever pertaining to the Project; (v) any breach or default on the part of Project Company in the performance of any of its obligations under this Agreement; (vi) any violation of contract, agreement or restriction by Project Company relating to the Project; or (vii) any violation of law, ordinance or regulation affecting the Project or any part thereof or the ownership or occupancy or use thereof.

In the event that any action or proceeding is brought against any of the Indemnified Parties by reason of any such claim, such action or proceeding shall be defended against by counsel to such Indemnified Party or Indemnified Parties or by Project Company, as the Indemnified Party or Indemnified Parties, upon advice of counsel, shall determine. In the event such defense is by counsel to the Indemnified Party or Indemnified Parties, Project Company shall indemnify the Indemnified Party or Indemnified Parties for reasonable fees, costs, and expenses of counsel allocated to such defense and charged to the Indemnified Party or Indemnified Parties. Project Company, upon notice from an Indemnified Party, shall resist and defend such an action or proceeding on behalf of such Indemnified Party.

The provisions of this section shall not apply to any claim or liability resulting from an Indemnified Party's gross negligence or willful misconduct or for any claim or liability which Project Company was not given the opportunity to contest.

The provisions of this Section 4.12 shall survive the termination of this Agreement.

Section 4.13. Counterparts.

This Agreement may be executed in counterparts, each of which, when taken together shall constitute one and the same document. A facsimile signature or electronically scanned signature of any party shall constitute an original signature of such party for all purposes.

IN WITNESS WHEREOF, the parties have signed this Agreement to be effective as of the date set forth in the preamble above.

WILD HILL SOLAR, LLC, a Delaware limited liability company

By: _____

Name: _____

Title: _____

**THE COUNTY COMMISSION OF
JEFFERSON COUNTY, WEST
VIRGINIA**

By: _____

Name: Steve Stolipher

Title: President

**THE BOARD OF EDUCATION OF
JEFFERSON COUNTY, WEST
VIRGINIA**

By: _____

Name: Kathryn Skinner

Title: President

ATTACHMENT A – PAYMENTS UNDER AGREEMENT

| Milestone | Annual Payment (due on first 1-March or 1-Sept following Project COD) | (if semi-annual payments are made) | |
|----------------------|---|------------------------------------|---------------------|
| | | 1-March (or 1-Sept) | 1-Sept (or 1-March) |
| Project COD (Year 1) | 200,000 | 100000 | 100000 |
| Year 2 | 205000 | 102500 | 102500 |
| Year 3 | 210125 | 105063 | 105063 |
| Year 4 | 215378 | 107689 | 107689 |
| Year 5 | 220763 | 110381 | 110381 |
| Year 6 | 226282 | 113141 | 113141 |
| Year 7 | 231939 | 115969 | 115969 |
| Year 8 | 237737 | 118869 | 118869 |
| Year 9 | 243681 | 121840 | 121840 |
| Year 10 | 249773 | 124886 | 124886 |
| Year 11 | 256017 | 128008 | 128008 |
| Year 12 | 262417 | 131209 | 131209 |
| Year 13 | 268978 | 134489 | 134489 |
| Year 14 | 275702 | 137851 | 137851 |
| Year 15 | 282595 | 141297 | 141297 |
| Year 16 | 289660 | 144830 | 144830 |
| Year 17 | 296901 | 148451 | 148451 |
| Year 18 | 304324 | 152162 | 152162 |
| Year 19 | 311932 | 155966 | 155966 |
| Year 20 | 319730 | 159865 | 159865 |
| Year 21 | 327723 | 163862 | 163862 |
| Year 22 | 335916 | 167958 | 167958 |
| Year 23 | 344314 | 172157 | 172157 |
| Year 24 | 352922 | 176461 | 176461 |
| Year 25 | 361745 | 180873 | 180873 |
| Year 26 | 370789 | 185394 | 185394 |
| Year 27 | 380059 | 190029 | 190029 |
| Year 28 | 389560 | 194780 | 194780 |
| Year 29 | 399299 | 199650 | 199650 |
| Year 30 | 409281 | 204641 | 204641 |
| Year 31 | 419514 | 209757 | 209757 |
| Year 32 | 430001 | 215001 | 215001 |
| Year 33 | 440751 | 220376 | 220376 |
| Year 34 | 451770 | 225885 | 225885 |
| Year 35 | 463064 | 231532 | 231532 |
| Year 36 | 474641 | 237321 | 237321 |
| Year 37 | 486507 | 243254 | 243254 |
| Year 38 | 498670 | 249335 | 249335 |
| Year 39 | 511136 | 255568 | 255568 |

If Project Company elects to make semi-annual payments pursuant to Section 3.02(c), the semi-annual payments will begin in Operation Year 2 on the first March 1 or September 1 to occur on or after the first anniversary of the Project COD and shall continue thereafter on each March 1 and September 1 (or vice versa depending on the Project COD) until the termination of this Agreement.

LEASE

between

COUNTY COMMISSION OF JEFFERSON COUNTY, WEST VIRGINIA

Lessor

and

WILD HILL SOLAR, LLC

Lessee

dated as of

_____, 2024

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EXHIBIT A: DESCRIPTION OF REAL PROPERTY INTERESTS

EXHIBIT B: DESCRIPTION OF EQUIPMENT

EXHIBIT C: PAYMENTS DUE UNDER LEASE

ATTACHMENT 1: DESCRIPTION OF THE PROJECT

THIS LEASE (the "Lease") dated as of _____, 2024 (the "Execution Date") among the COUNTY COMMISSION OF JEFFERSON COUNTY, WEST VIRGINIA, as Lessor (the "Lessor" or the "Commission"), and WILD HILL SOLAR, LLC, a Delaware limited liability company, as Lessee ("Lessee" or "Project Company"), sets forth the binding agreement of the parties with respect to the subject matter hereto.

WITNESSETH:

WHEREAS, Project Company desires to develop, finance, acquire, construct, and operate direct current utility scale solar facility of up to 92.5 megawatts to be located in Jefferson County, West Virginia ("County"), together with interconnecting and associated facilities (collectively, the "Facilities"), all to be located on certain real property leased or to be leased by Project Company in the County; and

WHEREAS, in furtherance of the Project (as defined below), Project Company has requested that the Commission enter into a set of arrangements under the authority of W. Va. Code §8-19-4 and other applicable law to enhance the economic feasibility of the Project, induce the location of the Project in the County as opposed to other feasible alternative locations, and provide substantial and predictable revenue to the Commission and the Board of Education of Jefferson County ("County Board"), which arrangements will consist of a Payment in Lieu of Taxes Agreement among the Commission, the County Board, and the Project Company ("PILOT Agreement") and this Lease; and

WHEREAS, Lessor will acquire from Project Company (i) leasehold interests that Project Company holds in and to certain parcels of land in the County as described on Exhibit A hereto pursuant to a sublease between the Project Company as sublessor and the Commission as sublessee of even date herewith ("Sublease") and (ii) certain fee interests and easement rights by one or more deeds (collectively, the "Deeds") (such leasehold, fee, and easement rights collectively referred to the "Property," and together with the Facilities and defined herein, the "Project"); and

WHEREAS, the Project will be acquired by Lessor subject to a cancellation option in favor of Project Company in the Sublease and a repurchase option in favor of Project Company in the Deeds (collectively and as defined herein, the "Options"); and

WHEREAS, pursuant to this Lease, Lessee will lease from Lessor, and Lessor will lease to Lessee, the Project.

NOW, THEREFORE, in consideration of the premises and mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION I. DEFINITIONS

The following terms shall have the following meanings for purposes of this Lease:

"Additional Rent" shall mean Lessee's obligations to make payments under this Lease that are in addition to payments of Basic Rent.

"Affiliate" shall mean a Person which shall Control, be under the Control of, or be under common Control with the Person in question.

"Alterations" shall mean alterations, modifications, additions, improvements and betterments of any kind to the Project other than normal day-to-day maintenance and repairs.

"Basic Rent" shall mean, for any of the Basic Rent Dates as defined below and specified on Exhibit C, attached hereto as a part hereof, the Basic Rent payable pursuant to Subsections 4(b) and 4(c) hereof in the amounts, if any, specified in Exhibit C.

"Basic Rent Dates," during the Term of this Lease and as specified on Exhibit C but subject to the Business Day provisions of Section 4(b) hereof, shall mean each March 1 and September 1 of Operation Years 2-39, beginning with the first March 1 or September 1 to occur on or after the first anniversary of the Project COD. For clarity, the parties acknowledge and agree that Basic Rent Payments will begin on the first March 1 or September 1 of Operation Year 2 and shall continue thereafter on each March 1 and September 1 (or September 1 and March 1, the sequence of which is dependent on the first Basic Rent Date). To illustrate, if the Project COD occurs on January 1, 2029, the first Basic Rent Payment would be due on March 1, 2030 and the second Basic Rent Payment would be due on September 1, 2030; if the Project COD occurs on August 1, 2029, the first Basic Rent Payment would be due on September 1, 2029 and the second Basic Rent Payment would be due on March 1, 2030.

"Buildings and Improvements" shall mean any and all buildings, structures, fixtures and improvements now or hereafter situated or erected on the Property, including the repair and replacement of such buildings, structures, fixtures and improvements during the term of the Lease.

"Business Day" is any day that is not a Saturday, Sunday, or another day on which commercial banks in the State are authorized or required to close under State law.

"Calculated Tax Payment" shall have the meaning set forth at Section 4(i).

"Commencement Date" shall mean the date on which the Financial Closing occurs.

"Commercial Operations" means the earlier of: (a) the date on which at least seventy-seven (77) megawatts ac of the Project have achieved "commercial operation," or the substantive equivalent thereof, under any contract for the purchase, exchange or sale of electric energy, capacity, ancillary services, environmental attributes and/or other attributes of the Project to which Project Company is a party; or (b) the date on which at least seventy-seven (77) megawatts ac of the Project has achieved "substantial completion" under an engineering, procurement and construction agreement or similar agreement for the engineering, procurement and construction of the Project.

"Condemnation" shall mean any condemnation or similar taking of the Project or any portion thereof by any government agency.

"Control" shall mean the ownership of 50% or more of the outstanding voting ownership interests of the Person in question or the power to direct the management of the Person in question.

"Default" shall mean an event which, after the giving of notice or lapse of time, or both, would constitute an Event of Default.

"Equipment" shall mean all equipment now or hereafter acquired for the Project (including Parts), whether or not yet located at the Property, that is transferred to and owned by the Lessor and leased to the Lessee, including, without limitation, the equipment described in Exhibit B to this Lease.

"Event of Default" shall have the meaning set forth in Section 13 hereof.

"Event of Total Loss" with respect to the Project shall mean any of the following events, as determined by Lessee in its sole discretion: (i) loss of all or substantially all of the Project or of the use thereof due to theft, disappearance, destruction, defect or damage to the extent that repair is uneconomical to the Lessee or impossible; or rendition of the Project permanently unfit for commercial operation for any reason whatsoever; (ii) damage to the Project which results in an insurance settlement with respect to the Project on the basis of an actual or constructive total loss; (iii) Condemnation of all or substantially all of the Project; and (iv) as a result of any rule, regulation, order or other action by any government agency having jurisdiction (including without limitation any Federal or State environmental protection agency), the use of all or substantially all of the Project in the normal course of business shall have been prohibited, or all or substantially all of the Project shall have been declared unfit for use, for a period of six consecutive months (or such longer period as may be specified in the Financing Agreements), in either case with the effect that Lessee reasonably determines that the resumption of operations is not possible. The date of such Event of Total Loss shall be, as applicable, the date of such theft, disappearance, destruction, damage or Condemnation or the date that is six months (or such longer period as may be specified in the Financing Agreements) following the action of a government agency described in clause (iv) of the preceding sentence.

"Expiration Date" shall mean the last day of the term of this Lease as provided in Section 3(a).

"Financial Closing" shall mean the date when all conditions precedent have been satisfied or waived for the initial release of funds under the definitive financing agreements among Project Company and all sources of funding necessary to pay for the design, construction, procurement of equipment, and testing of the Project and an initial disbursement of construction funds has occurred.

"Financing Agreements" shall mean all contracts, notes, bonds and other agreements and instruments affecting or otherwise incidental to the providing of debt or lease

financing, equity financing, or tax equity financing (or any refinancing thereof), whether that financing or refinancing takes the form of private debt or equity, public debt, or any other form, by one or more Financing Parties to Lessee or any affiliate of Lessee, for the acquisition, construction, development, equipping or operation of the Project.

"Financing Liens" shall mean all liens and security interests created in favor of the Financing Parties, pursuant to the Financing Agreements, including, without limitation, the liens and security interests created by any deed of trust, security agreement, financing statement, or fixture filing statement made by Lessee in favor of the Financing Parties, and recorded in the Office of the Clerk of the County Commission of the County or the Office of the Secretary of State of the State, as applicable.

"Financing Party" of "Financing Parties" shall mean each and every lender, equity investor, tax equity investor (including any trustee or agent on behalf of any such lender, equity investor, or tax equity investor) providing debt or lease financing, equity financing, or tax equity financing (or any refinancing thereof) pursuant to a Financing Agreement.

"Fixtures" shall mean any items of personal property which, by reason of the manner in which they are affixed to or incorporated in the Property or the Buildings and Improvements, are, or may be deemed to be, fixtures under West Virginia law, and, thus, shall be included in the meaning of Property or Buildings and Improvements; provided, however, that the Equipment shall not be deemed to be Fixtures for purposes of this Lease.

"Holdover Rent" shall have the meaning set forth in Section 3(c) of this Lease.

"Indemnities" shall mean the obligations of the Lessee imposed under Section 11(b) of this Lease.

"Initial Payment" shall have the meaning set forth at Section 4(a) hereof.

"Late Charge" shall mean one percent (1%) of the Basic Rent for each month or part thereof that payment of the same is delayed ten (10) days or more following the applicable Base Rent Date.

"Lease Term" shall mean the period beginning on the Commencement Date and ending on the Expiration Date, unless this Lease shall have been terminated earlier pursuant to the terms hereof.

"Operation Year" shall mean the 12-month period beginning on the Project COD and ending at 11:59 pm on the day preceding the first anniversary of the Project COD and each 12-month period thereafter commencing on each anniversary of the Project COD.

"Options" shall mean the express rights in favor of Project Company in the Sublease and the Deeds to cancel and terminate the Sublease (in the case of the Sublease), the PILOT Agreement, and this Lease upon the terms and on the notice set forth therein, subject to and including without limitation the payment of any Post-Termination Payment under this Lease.

"Parts" shall mean all appliances, parts, instruments, appurtenances, accessories and other miscellaneous equipment of whatever nature, which may, from time to time, be incorporated or installed in or attached to the Project, the Equipment, or any portion thereof.

"Payment Default" shall mean any event which constitutes or, with the passage of time or giving of notice or both would constitute, an Event of Default under Section 13(a) hereof (as Event of Default is defined therein) and any failure of the Lessee to pay any amount when due hereunder.

"Person" shall mean any individual, corporation, partnership, limited liability company, firm or other legal entity.

"PILOT Agreement" shall have the meaning assigned to it in the recitals to this Lease.

"Post-Termination Interval" shall have the meaning set forth at Section 4(i).

"Post-Termination Payment" shall have the meaning set forth at Section 4(i).

"Project" shall have the meaning set forth in the recitals to this Lease and substantially as described in Attachment 1 attached hereto.

"Project COD" shall mean the date on which the commencement of Commercial Operations date of the entire Project occurs.

"Property" shall mean the surface and subsurface portions of the parcel(s) of land to be leased by Lessor from Project Company pursuant to the Sublease and as described in Exhibit A to this Lease and the fee interests and easement rights conveyed to the Lessor in the Deeds.

"Rent" shall mean the payments to be made by the Lessee pursuant to Sections 4(a), 4(b), 4(c) and 4(i) hereof, including any applicable Late Charge.

"Resolutions" collectively shall mean (i) the resolution of the Commission approving the Commission's execution of this Lease and the PILOT Agreement and (ii) the resolution of the County Board approving the County Board's execution of the PILOT Agreement.

"State" means the State of West Virginia.

"Sublease" shall mean the lease from Project Company to the Lessor.

SECTION 2. LEASE OF PROJECT

Subject to the terms and conditions hereof and to the Financing Agreements, but only to the extent that Project Company first has leased the property subject to the Sublease and executed and delivered the Deeds to the Lessor, the Lessor hereby agrees to lease, upon the Commencement Date, to the Lessee, and the Lessee hereby agrees to lease, upon the Commencement Date, from the Lessor, all of the Lessor's right, title and interest in the Project. By the execution of this Lease, the Lessee certifies its acceptance of the Property in its current as-is condition.

SECTION 3. LEASE TERM; OPTIONS

(a) Lease Term. The Lease Term of this Lease shall begin on the Commencement Date and shall end at 5:00 pm Eastern Time on the day before the thirtieth-ninth (39th) anniversary of the Project COD ("Expiration Date") unless it shall have been earlier terminated pursuant to the terms hereof.

(b) Options. This Lease is expressly made subject to the Options, whether or not all or any portion of the Property is expressly subject to them. If the Lessee does elect to exercise the Options and cancels and terminates the PILOT Agreement and this Lease, (a) the Lessee shall purchase all of the Lessor's right, title and interest in the Equipment and the real property and easements comprising portions of the Project from the Lessor, and the Lessor shall sell all of the Lessor's right, title and interest in the Equipment and the real property and easements comprising portions of the Project to the Lessee, as is, where is (without any recourse, representation or warranty whatsoever, either express or implied, as to the condition, quality, character, uses or any other aspect of such Equipment), for a cash consideration of One Dollar (\$1.00) paid to the Lessor; (b) the Lessor shall execute and deliver such documents and shall do or cause to be done such further acts in order to evidence such sale and transfer as the Lessee shall reasonably request; and (c) upon such conveyance, this Lease, the Sublease, and the PILOT Agreement shall terminate, and the Lessee shall be subject to *ad valorem* taxation in respect of the assessed value of the Project.

SECTION 4 RENT; PAYMENT OF INDEMNITIES

(a) [Reserved.]

(b) Basic Rent. Lessee shall pay to the Lessor as Basic Rent the amounts (if any) set forth on Exhibit C to this Lease on or before each of the Basic Rent Dates as defined in Section 1 and specified in Exhibit C, except to the extent that any such Basic Rent Date falls on a date that is not a Business Day, then on or before the next Business Day. At the end of the Lease, whether at the end of the Lease Term pursuant to Section 3(a), upon sooner termination pursuant to Sections 3(b), 10(a) or 14(a)(v), after the conclusion of a holdover under the Lease under Section 3(c), or otherwise, the parties will determine the relative timing of the Lessor's conveyance of the Equipment to Lessee, and the payments of Basic Rent or Holdover Rent, if any, received by Lessor at the time of the Lease Termination. Basic Rent shall be prorated on an Operation Year basis as of the date of such conveyance. Lessee shall within ten (10) days of the date of such conveyance pay to Lessor any unpaid Basic Rent due Lessor through the date of such conveyance. In the event

such proration results in a credit to Lessee, such credit shall be applied against Lessee's Post-Termination Payment under Section 4(i) of this Lease. This obligation, and the obligation to pay any other unpaid Rent due as of the date of termination of the Lease will survive termination of the Lease.

(c) Additional Rent: As Additional Rent and in addition to the payments in subsections 4(a) and 4(b) above (if any), the Lessee shall pay the entire cost of acquiring, constructing and equipping the Project substantially in accordance with the description of the Project in Attachment 1. To satisfy its obligation to pay such Additional Rent, the Lessee shall, at its own expense and in its own name, purchase all of the Equipment, Fixtures, Parts and building materials necessary to construct and equip the Project and, immediately before their incorporation or installation into the Project, and without additional consideration, ownership of such Equipment, Fixtures, Parts, and building materials shall be deemed to have been conveyed to Lessor, subject to the Options and the Financing Agreements. In further satisfaction of its obligation to pay Additional Rent, the Lessee shall engage a contractor, or contractors, of its choice to provide all labor necessary to build the Project pursuant to one or more installation contracts; provided, however, that all such contracts, purchases and obligations shall be wholly non-recourse to the Lessor, and the Lessee alone shall be obligated to make all payments due and honor all obligations under such contracts, and all of which payments or obligations shall constitute Additional Rent required to be paid by the Lessee pursuant to this Lease, and Lessee may not contractually bind Lessor with respect to any such contracts or otherwise. In connection with all such installation contracts and any other contracts relating to the Property, the Lessee shall be solely responsible for performance of such contracts and all necessary dealings with the parties obligated to perform such contracts. Lessor agrees to cooperate, at Lessee's expense, in all reasonable respects with respect to Lessee's performance of such contracts. Lessee accepts the Property in its "AS-IS" condition and Lessor shall not be responsible in any manner for the condition of the Property.

(d) Notwithstanding anything herein contained to the contrary, (1) the Basic Rent (if any), (2) the Additional Rents, (3) any Post-Termination Payment, (4) all taxes, charges and expenses that the Lessee is required to pay under this Lease with respect to the Property, (5) all interest and penalties that may accrue on such items due to the Lessee's failure to timely pay the same, (6) all damages and expenses that the Lessor may incur because of the Lessee's failure to timely satisfy such payment obligations, and (7) any and all other amounts due from or payable by Lessee under this Lease shall also constitute Additional Rent hereunder.

(e) The Lessee shall make payments of Additional Rent at such times and to such parties as may be required by terms of the transactions to which they relate. The Lessee shall also make payment of Late Charges for each month or part thereof that its payment of any Basic Rent or Post-Termination Payment is delayed for ten (10) days or more beyond the applicable due date for each such payment.

(f) The Lessor and the Lessee believe that the payments of Rent hereunder constitute rental payments that equal or exceed fair market rental payments for the lease of the Property pursuant to the terms hereof during the entire term of the Lease. In view of the sufficiency of those payments of Rent and the limitations on Lessee's assignment of its leasehold interest under Section 12 hereof, as well as the Lessee's commitments in the PILOT Agreement

and the Resolutions, the Lessor and the Lessee understand and agree that the Lease does not constitute a “bargain lease” to the Lessee that would support any assessment of its leasehold interest above a nominal value.

(g) All Rent, Indemnities and other amounts payable by the Lessee hereunder shall be paid in full, free of any deductions or withholdings imposed by any Federal, State or local government or taxing authority in the United States of America. In the event that the Lessee is prohibited by any laws from making payments hereunder free of such deductions or withholdings, then the Lessee shall pay such additional amounts to the person entitled to receive such Rent, Indemnities and other amounts payable by the Lessee hereunder as may be necessary in order that the actual amount received after such deduction or withholding, and after deduction or withholding or payments of any additional taxes or other charges due as a consequence of the payment of such additional amount, shall equal the amount that would have been received if such deduction or withholding were not required.

(h) All amounts payable by and paid by Lessee, directly or indirectly, pursuant to this Lease, are to be credited to the account of the Lessee for purposes of the Internal Revenue Code and other applicable taxing authorities.

(i) **Post-Termination Payment.** As soon as reasonably possible following the end of the Lease, whether at the end of the Lease Term pursuant to Section 3(a), upon sooner termination pursuant to Sections 3(b), 10(a), or 14(a)(v), the parties will determine whether the relative timing of the Lessor’s conveyance of the Project to the Lessee and the first July 1 assessment of the Project after that conveyance will result in a period of at least six (6) months between the conveyance and the tax year associated with Lessee’s first post-conveyance annual *ad valorem* tax liability during which Lessee will not be obligated to pay either a Basic Rent payment or a semiannual *ad valorem* tax payment (“Post-Termination Interval”). If, and only if, the parties determine that such a six (6) month or greater Post-Termination Interval has occurred, then Lessee will make a single “Post-Termination Payment” to Lessor. The Post-Termination Payment will be based on the actual final, non-appealable assessment of Lessee’s post-conveyance annual *ad valorem* tax liability for its first post-conveyance tax year (“Calculated Tax Payment”) and will be paid within ninety (90) days of the date on which that assessment has become final and non-appealable. The Post-Termination Payment will be either (i) an amount equal to one-half of the Calculated Tax Payment, if the Post-Termination Interval is at least six (6) months but less than one (1) year; or (ii) an amount equal to the Calculated Tax Payment if the Post-Termination Interval is at least one (1) year. The Lessee’s obligation to make this Post-Termination Payment to the extent required under this subdivision (i) is an additional component of Rent to Lessor under this Lease and will survive the termination of this Lease. For clarity, the payment of the Post-Termination Payment hereunder is not in lieu of or to be applied as credit against any of the Lessee’s actual tax payments due to the County Sheriff.

SECTION 5. NET LEASE

This Lease is a net lease, and the Lessee acknowledges and agrees that the Lessee’s obligation to pay all Rent, pay all other payment obligations under this Lease, and perform all of Lessee’s obligations under this Lease, and the rights of the Lessor in and to such Rent, other payment

obligations, and performance obligations under this Lease, shall be absolute and unconditional and shall not be subject to any abatement, reduction, set-off, defense, counterclaim or recoupment for any reason whatsoever, including, without limitation, those matters due to any present or future claims of the Lessee against the Lessor under this Lease or otherwise, against the Financing Parties or any other person for whatever reason. Except as otherwise expressly provided herein, this Lease shall not terminate, neither shall the obligations of the Lessee be affected, by reason of (i) any defect in or damage to, or any loss or destruction of, the Property, or any part thereof from whatsoever cause, or (ii) the lawful interference with the use thereof by the Lessor or any other person, or (iii) failure of the Lessor to perform any obligation of the Lessor to the Lessee or any other person under this Lease or any instrument or document executed in connection herewith, or (iv) any defect in title to the Property, or any part thereof or any encumbrance on such title, or (v) any bankruptcy, insolvency, reorganization or other proceeding relating to, or any action taken by any trustee or receiver of, the Lessee, the Lessor, or any other person, or (vi) for any other cause, it being the express intention of the Lessor and the Lessee that all Rent, all other amounts payable by the Lessee under this Lease, and all performance obligations of Lessee under this Lease, shall be, and continue to be, payable and performed in all events unless the obligation to pay or perform the same shall be terminated pursuant to the express provisions of this Lease. The Lessee may not cancel this Lease except as expressly provided herein. All payments by the Lessee to the Lessor made under this Lease as required hereby shall be final, and the Lessee shall not seek to recover any such payment or any part thereof for any reason whatsoever. This Section 5 shall not, however, be construed to waive the Lessee's right of action, if any, against the Lessor or any other person for damages incurred by the Lessee on account of any breach by the Lessor of any provision of this Lease or by the Lessor or such other person of any other agreement relating hereto to which the Lessor or such person, as the case may be, is a party. Upon the sublease or assignment of this Lease by the Lessee, as provided in Section 12 of this Lease, and notwithstanding anything to the contrary contained in this Lease, such sublessee or assignee shall assume all obligations for performance by Lessee with respect to any liability hereunder, including the obligation to pay for the construction of the Project and the installation of the Equipment; and performance by such sublessee or assignee of the obligations of the Lessee shall be deemed to satisfy the obligations of the Lessee hereunder and the Lessor hereby agrees to look first to such sublessee or assignee for performance of the construction obligations, indemnities and all other obligations of the Lessee under this Lease so long as this Lease is in effect, but such agreement by the Lessor (i) shall not cause the Lessee to be released from its obligations under this Lease, including its obligations expressly surviving the termination of this Lease or (ii) require that the Lessor separately sue or exhaust Lessor's remedies against any sublessee or assignee of the Lessee prior to making demand upon Lessee, bringing an action or taking collection action against Lessee or including Lessee in any action against any sublessee or assignee.

Lessee acknowledges that Lessor is not providing any services of any kind under this Lease.

SECTION 6. REDELIVERY AND FURTHER TRANSFER

Unless the Lessee purchases the Lessor's right, title and interest in the Property pursuant to Section 3(b) or 10(a) hereof, upon the expiration or termination of this Lease, the Lessee shall concurrent with such expiration or termination reacquire the Property from Lessor by accepting

delivery of a fully executed bill of sale and deed transferring all of the Lessor's right, title and interest in the same, whereupon at the Lessee's own risk and expense, all possession and control of the Property in its then condition and state of repair shall become the Lessee's. Upon such expiration or termination of the Lease and reacquisition of the Property by the Lessee, the PILOT Agreement shall terminate, and the Lessee, or its successors or assigns, including the Financing Parties, shall be subject to *ad valorem* taxation for its interest in the Project, and to any taxes imposed on private entities by the State that are not imposed on the Lessor. The cost of document preparation and closing costs associated with the transfer of title to the Property shall be the sole responsibility of the Lessee. The foregoing notwithstanding, the Lessee and the Lessor acknowledge that should an Event of Default occur under the Financing Agreements, the Financing Parties may, pursuant to the Financing Liens, take possession of the Property and exercise any of the remedies therein provided. The Property, upon such redelivery and further transfer pursuant hereto, shall be free and clear of all other encumbrances created by Lessor without the consent of Lessee, except those for fees and taxes not yet due and payable (provided that the Lessee pays to the Lessor, in cash upon such redelivery, an amount equal to all such fees and taxes giving rise to any such encumbrance accrued and unpaid, whether then contingent or due, pro-rated to the date of such redelivery). The Lessee shall at all times comply with the decommissioning obligations and security requirements set forth in the West Virginia Wind and Solar Facilities Decommissioning Act, W. Va. Code 22-32-1, *et seq.*, as amended, and provide the Lessor with evidence of that compliance on request. Upon cessation of the operation of the Project, the Lessee shall, upon the written demand of the Lessor, reacquire the Property in the manner and condition required by, and otherwise in accordance with all the provisions of this section, and the Lessor shall not be liable for the reimbursement of the Lessee for any costs and expenses incurred by the Lessee in connection therewith. Upon such redelivery, this Lease and the PILOT Agreement shall terminate, and the Lessee, or its successors or assigns, including the Financing Parties, shall be subject to *ad valorem* taxation for its interest in the Project, and to any taxes imposed on private entities by the State that are not imposed on the Lessor.

SECTION 7. WARRANTIES; LIMITATION OF WARRANTIES

(a) WITHOUT PREJUDICE TO ANY RIGHTS THE LESSEE MAY HAVE AGAINST ANY ARCHITECT, ENGINEER, SUPPLIER OR MANUFACTURER, THE LESSEE ACKNOWLEDGES AND AGREES THAT AS BETWEEN THE LESSEE, ON THE ONE HAND, AND THE LESSOR, ON THE OTHER HAND, AND AT ALL TIMES (BOTH BEFORE COMPLETION AND THEREAFTER), (i) THE SIZE, DESIGN, CAPACITY AND MANUFACTURE OF THE PROJECT ARE OF THE SIZE, DESIGN, CAPACITY AND MANUFACTURE SELECTED BY THE LESSEE AND (ii) THE LESSEE IS SATISFIED THAT THE PROPERTY WILL BE SUITABLE FOR ITS PURPOSES. THE LESSOR REPRESENTS AND WARRANTS, AND THE LESSEE CONFIRMS THAT IT IS AWARE AND AGREES, THAT THE LESSOR IS NOT A MANUFACTURER OR DEALER IN PROPERTY OF SUCH KIND AND THE PROPERTY IS LEASED HEREUNDER SUBJECT TO ALL APPLICABLE GOVERNMENTAL LAWS, ORDINANCES, RULES, REGULATIONS, ORDERS AND REQUIREMENTS NOW IN EFFECT OR HEREAFTER ADOPTED AND IN THE STATE AND CONDITION OF EVERY PART THEREOF WHEN THE SAME FIRST BECAME OR BECOMES SUBJECT TO THIS LEASE, WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND BY THE LESSOR, EXPRESS OR IMPLIED, AS TO THE TITLE (EXCEPT AS PROVIDED IN SECTION 3(b) AND 10(a)), MERCHANTABILITY, COMPLIANCE WITH

SPECIFICATIONS, CONDITION, DESIGN, OPERATION, FREEDOM FROM PATENT OR TRADEMARK INFRINGEMENT, ABSENCE OF LATENT DEFECTS OR FITNESS FOR USE OF THE PROPERTY (OR ANY PART THEREOF), OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY (OR ANY PART THEREOF). Except as expressly provided herein, all risks incident to the matters discussed in this Section 7, as between the Lessor and the Lessee are to be borne by the Lessee. Subject to the terms and conditions of the Financing Agreements, the Lessor hereby assigns to the Lessee all claims and rights which it may now or hereafter have against third parties in respect of any defect of or damage to the Property or breach of representation or warranty by such third party, and shall cooperate with and comply with all reasonable requests of the Lessee in the preservation, prosecution or enforcement by the Lessee of such claims or rights at the Lessee's sole cost and expense. The provisions of this paragraph have been negotiated, and, except to the extent otherwise expressly stated, the foregoing provisions are intended to be a complete exclusion and negation of any representations or warranties by Lessor, express or implied, with respect to the Property, whether arising pursuant to the Uniform Commercial Code or any similar law now or hereafter in effect, or otherwise.

(b) The Lessor agrees to provide reasonable assistance to Lessee to facilitate Lessee's enforcement of all warranty claims and payments against third parties and to allow the Lessee to use any and all proceeds of warranty payments received by the Lessor or the Lessee in respect of the Property to repair and restore any and all damaged or obsolete portions of the Property to the extent permitted under the Financing Agreements.

SECTION 8. ENCUMBRANCES

(a) Lessee. Except for the Financing Liens, the Options and any encumbrances permitted or otherwise not prohibited under the applicable terms and provisions of the Financing Agreements, and except to the extent necessary to construct and operate the Project in the normal course of business, the Lessee will not directly or indirectly create, incur, assume, or suffer to exist, any encumbrances on or with respect to the Property or any interest of the Lessor, Financing Parties or Lessee therein. The Lessee shall promptly, at its own expense, take such action as may be necessary duly to discharge, eliminate or bond in a manner satisfactory to the Lessor and the Financing Parties, any encumbrance not so excepted above if the same shall arise at any time.

(b) Lessor. The Lessor will not directly or indirectly create, incur, assume or suffer to exist, any encumbrances on or with respect to the Property or any interest of the Lessor, Financing Parties or Lessee therein. The Lessor shall promptly, at its own expense, take such action as may be necessary duly to discharge, eliminate or bond in a manner reasonably satisfactory to the Lessee and the Financing Parties, any such encumbrance if the same are caused by them and shall arise at any time.

SECTION 9. MAINTENANCE AND REPAIR; POSSESSION AND USE; MODIFICATIONS

(a) Maintenance and Repair. During the Lease Term, the Lessee shall maintain and make all repairs to, and replacements of, the Property (including repairs and replacements of a capital nature) in accordance with all applicable laws, rules, and regulations, and all relevant provisions of the Financing Agreements. Throughout the Lease Term, the possession, operation and maintenance of the Property shall be at the sole risk and expense of the Lessee. Lessor shall not provide or be required to provide any maintenance, services, repairs, or replacements of any kind or character with respect to the Property or any part thereof.

(b) Possession and Use. The Lessee, its agents and representatives, agree to use the Property in accordance with all relevant provisions of the Financing Agreements and all applicable laws, rules, and regulations. Notwithstanding the foregoing, the Property will at all times (i) be used by the Lessee, its agents and representatives, solely in the conduct of Lessee's business; (ii) be and remain in the possession and control of the Lessee; and (iii) be available for inspection by the Lessor at reasonable times and upon reasonable prior notice. All commercial benefit associated with the operations of the Project and/or the Lessee's interests under the Lease will inure to the exclusive benefit of the Lessee.

(c) (i) Alterations. The Lessee shall have the right and/or the obligation to make, at Lessee's sole cost, Alterations to the Property as are permitted or otherwise not prohibited under the provisions of the Financing Agreements and this Lease, as may be required from time to time to meet the Lessee's obligations hereunder and under the Financing Agreements or applicable changes in regulations, rules, ordinances, or laws.

(ii) Title. During the Lease Term, title to any Alteration made pursuant hereto shall without further act, but subject to the Financing Liens, the Options and the applicable terms and conditions of the Financing Agreements, vest in the Lessor and shall, without further act, immediately become the property of the Lessor, be deemed to constitute a part of the Property, and be subject to this Lease. Notwithstanding the foregoing, the Lessor and the Lessee hereby agree to execute, deliver, and file or record, at Lessee's sole cost and expense, all such documents as may be necessary or appropriate to confirm the status of title to any such Alteration.

(iii) Encumbrances. The Lessee shall cause any Alteration, title to which shall vest in the Lessor pursuant to subdivision (ii) above, to be free and clear of all encumbrances and mechanics liens, except the Financing Liens, the Options and encumbrances permitted or otherwise not prohibited under the provisions of the Financing Agreements. Should the construction or installation of any Alteration by the Lessee, title to which shall vest in the Lessor pursuant to subdivision (ii) above, give rise to an obligation on the part of the Lessor to post a payment and/or a performance bond in accordance with State law due to the fact that such construction or installation of such Alteration is deemed an improvement of public property, the Lessee shall, at its sole cost and expense, provide for the issuance and maintenance of such bond in the name of the Lessor. The Lessee's inability or unwillingness to provide any such bond shall be a reasonable basis for Lessor withholding its consent.

SECTION 10. LOSS OR DESTRUCTION

(a) **Event of Total Loss.** Upon the occurrence of an Event of Total Loss with respect to the Property, the Lessee shall notify the Lessor and the Financing Parties within two days of the date thereof, and within a reasonable period of time following the date of such Event of Total Loss (not to exceed 90 days), the Lessee shall purchase the Equipment on an "AS IS, WHERE IS" basis, without recourse, representation or warranty, express or implied, from the Lessor, at a price equal to that to be paid pursuant to Section 3(b) for the Options, fees and other amounts then due in respect thereof and all other amounts payable to the Lessor hereunder. For purposes of Section 4, such payments shall be deemed to be Rent. Upon such payment being made, this Lease shall terminate, and the PILOT Agreement and Sublease shall terminate, and the Lessee, or its successors or assigns, shall be subject to *ad valorem* taxation for its interest in the Project, and to any taxes imposed on private entities by the State that are not imposed on the Lessor. Until such payment is made, Lessee shall continue to pay the Basic Rent on each Basic Rent Date.

(b) **Risk of Loss; No Release of Obligations.** Except as provided in this Section, the Lessee shall bear the risk of loss and shall not be released from its obligations hereunder in the event of any damage to the Property, or any part thereof or any Event of Total Loss relating thereto.

(c) **Other Losses.** In the event of any loss, destruction, or condemnation with respect to any part of the Property, all insurance proceeds, condemnation awards and other payments payable to the Lessor or, in respect of the interest of the Lessor, in the Property arising from or in connection with such loss, destruction or condemnation shall be paid to the Lessee.

SECTION 11. INSURANCE; INDEMNIFICATION

(a) The Lessee shall maintain in effect, with insurers licensed to do business in the State, the insurance coverages required to be maintained by the Lessee under the Financing Agreements and by law. The required liability insurance, property insurance and builders' risk insurance shall name the Lessor and the Financing Parties as additional insureds, as their respective interests may appear. The Lessee shall, upon written request by the Lessor made from time to time, provide the Lessor with certificates of insurance to confirm the Lessee's compliance with the provisions of this section.

Any policy of insurance required to be carried by Lessee shall contain a provision that (i) the policy is not subject to cancellation or change, except after the giving of at least sixty (60) days written notice to all parties named as insured therein (or such longer period as may be set forth in the Financing Agreements), and (ii) that notice is received and accepted that the insured has waived all right of recovery from Lessor and the Financing Parties for any damage or loss caused by the risks covered in such policy. All policies required to be furnished hereunder, or renewals thereof, shall be procured at or before the beginning of any period during which such policies are required to be kept in full force and effect. Such procurement and confirmation that the policy is in full force and effect shall be satisfactorily evidenced by delivery to Lessor and the Financing Parties of the policy or a memorandum or certificate thereof bearing the above-mentioned provisions, together with a certificate of insurance. All renewals shall be procured at least sixty (60) days prior

to the expiration of the existing coverage (or such longer period as may be set forth in the Financing Agreements).

All insurance shall be in support of and not in satisfaction of Lessee's indemnification obligations under this Lease.

(b) Lessee hereby agrees to indemnify, defend, and hold Lessor harmless from any and all losses, costs, claims, liabilities or damages including reasonable attorney's fees and expenses arising out of or connected with Lessee's use and/or occupancy of the Property or arising out of any breach or default of Lessee in performance of its obligations under this Lease or arising out of any violations of any law or ordinance by the Lessee, including but not limited to any claim, demand, action, or liability under any Federal, State, and/or local environmental law for any failure to act, or any event occurring at the Property. In case any action or proceeding be brought against Lessor by reason of any such claim, Lessee agrees to resist and defend such action or proceeding by reliable legal counsel and to promptly pay and discharge any final judgment rendered against Lessor therein, reserving the right to appeal such judgment prior to the payment thereof, and Lessor will provide reasonable cooperation in any such defense and will not settle or compromise any such claims without Lessee's consent. Lessee covenants that it will protect, defend, and hold Lessor harmless against claims for loss, damage or injury, including death of or injury to the person or damage to the property of others, resulting from any wrongful or negligent act or omission of the Lessee, its agents, servants, employees or invitees in, on or about the Property, and it is understood and agreed that Lessor shall not be liable for any damage or injury to the person or property of Lessee or their agents, servants, employees, invitees, or other third parties resulting from the wrongful or negligent act or omission of any person other than Lessor or its agents, servants or employees. The obligations of this section shall survive the transactions contemplated herein and shall survive the termination of this Lease for the applicable period of limitations. In the event a lawsuit is filed naming Lessee and Lessor as defendants, settlement by the Lessee with plaintiff(s) will not release it from its obligations to indemnify Lessor as provided herein.

SECTION 12. TRANSFERS, SUBLEASING, AND ASSIGNMENT

(a) The parties acknowledge that the holder or holders of the membership interests in the Lessee may ultimately transfer all or a majority of the membership interests in the Lessee to an affiliate or other third party (a "Transferee," and any such transfer, a "Transfer"). In the case of a Transfer, the Lessee under the Transferee's ownership will have all the rights and obligations under this Lease, including without limitation the payment obligations in Section 4 above.

(b) The parties acknowledge that the Lessee may ultimately assign the Project (or the rights to develop, construct, own, and operate the Project) to an affiliate or other third party (in either case, the "Assignee," and any such assignment or similar transfer of rights, an "Assignment"). In the case of an Assignment, the Assignee will have all the rights and obligations under this Lease, including without limitation the payment obligations in Section 4 above, and shall assume the obligations of Lessee hereunder, and Lessee will no longer have any rights or obligations under this Lease. If requested by Lessee, Lessor will execute a separate lease with the Assignee with terms and conditions substantially identical to those in this Lease, and in such case

all references to Project Company herein shall be interpreted to include the Assignee to the extent an assignment has occurred and the separate lease with the Assignee has not been executed.

(c) Except as provided in subsection (b) above and subsection (d) below, and except to the extent permitted or not otherwise prohibited under the provisions of the Financing Agreements in order to enable the Financing Parties to exercise their rights and remedies thereunder (but without conferring on the Lessee any right or remedy independent of such rights and remedies of the Financing Parties), the Lessee shall not, without the prior written consent of the Lessor, assign any of its rights hereunder with respect any or all of the Property, or sublet, sell or otherwise dispose of its leasehold interest in, or otherwise relinquish possession or control of, any of the Property or any part thereof, or sell or otherwise dispose of its interest in, or otherwise relinquish possession or control of, any or all of the Property. Except as provided in subsection (b) above, the Lessor shall not, without the prior written consent of the Lessee and the Financing Parties, assign any of its rights in the Property, which consent shall not be unreasonably withheld, conditioned or delayed. In any event, no sublease shall be permitted hereunder unless the rights of the Lessee and the sublessee thereunder are expressly subject and subordinate to the rights of the Lessor and the Financing Parties. No lease, sublease or other relinquishment of the possession of the Property or assignment by the Lessee of any of its rights hereunder shall in any way discharge or diminish any of the Lessee's obligations to the Lessor hereunder.

(d) Lessee may assign, without the Lessor's written consent, its leasehold interest in the Property to any Affiliate of the Lessee or of any of its parent companies; provided that no such assignment would operate to release the Lessee from its obligations under this Lease. The Lessee may also, without the Lessor's written consent, sublet the Property to its Affiliates, and any such subletting would not operate to release the Lessee from its obligations under the Lease.

(e) Without Lessor's written consent and to permit or facilitate the financing, construction, operation, maintenance, repair, replacement, or modification of the Project, Lessee and any Assignee may contract with one or more third parties to operate and manage the Project, enter into licensing agreements with third parties in respect of any aspect of the Project or its operations, enter into a shared use agreement or similar agreement (including with any Affiliate) in respect of the operation or management of the Project, or seek any authorization, consent, or approval from any governmental agency or body.

(f) In connection with any Financing Agreement, Lessor will cooperate reasonably with the reasonable due diligence requests of any Financing Party and will execute or arrange for delivery of one or more estoppel certificates, consents, or other customary documents as reasonably may be requested by a Financing Party, including exclusions, assumptions, and caveats typical for such documents or necessary for the accuracy and delivery thereof.

SECTION 13. EVENTS OF DEFAULT

(a) The term "Event of Default," wherever used herein, shall mean any of the following events under this Lease (whatever the reason for such event and whether it shall be voluntary or involuntary, or come about or be effected by operation of law, or be pursuant to or in compliance with any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body).

(b) Breach by Lessee.

(i) Payments. The Lessee shall fail to make any payment when due of any Basic Rent, any Additional Rent, or any other amount payable by it hereunder and such failure to make such payment shall continue unremedied for thirty (30) days after receipt of written notice from the Lessor that such amounts are due and owing; or

(ii) Other Failures to Perform. The Lessee shall fail to perform or observe any other covenant, condition or agreement to be performed or observed by it under this Lease or the Financing Agreements, including, without limitation, Indemnities under Section 3, Net Rent obligations under Section 5, Re-Delivery obligations under Section 6, breach of Warranties under Section 7, breach of Encumbrances provisions under Section 8, maintenance and alterations obligations under Section 9, loss or destruction obligations under Section 10, insurance obligations under Section 11, design, construction and payment obligations under Section 4 and such failure shall continue unremedied for thirty (30) days after the Lessor, or Financing Parties with respect to a breach under the Financing Agreements, gives the Lessee written notice thereof; however, if such failure may not be remedied in such 30 day period or the applicable cure period under the Financing Agreements, Lessee shall have such additional time as may be necessary to cure such failure so long as Lessee commences such cure during such 30 day period and diligently pursues such cure thereafter; or

(iii) Default Under PILOT Agreement. Lessee shall default in the payment or performance of the PILOT Agreement, which default continues uncured beyond any applicable grace period.

(c) Breach by Lessor. The Lessor shall fail to perform or observe any covenant, condition or agreement to be performed or observed by it under this Lease and such failure shall continue unremedied for thirty (30) days after the Lessee gives the Lessor written notice thereof; however, if such failure may not be remedied in such 30 day period, Lessor shall have such additional time as may be necessary to cure such failure so long as Lessor commences such cure during such 30 day period and diligently pursues such cure thereafter.

SECTION 14. REMEDIES

(a) Remedies. Upon the occurrence of any Event of Default and so long as the same shall be continuing, without regard to the rights and remedies of the party other than the party whose act or omission occasioned the Event of Default (the "Non-Defaulting Party") under any related document, the Non-Defaulting Party may, to the extent permitted by applicable law, declare this Lease to be in default by notice to such effect given to the party whose act or omission occasioned the Event of Default (the "Defaulting Party") (with a copy to the Financing Party), and at any time thereafter, whether or not the Non-Defaulting Party is pursuing its rights and remedies under any related document, the Non-Defaulting Party may, subject to the Financing Liens and the terms and conditions of the Financing Agreements, exercise one or more of the following remedies, as the Non-Defaulting Party in its sole discretion shall lawfully elect:

(i) The Non-Defaulting Party may proceed by appropriate court action, either at law or in equity, to enforce performance by the Defaulting Party of the applicable covenants, terms, and provisions of this Lease or to recover damages for the breach thereof. In any case where the Lessee is the Defaulting Party, Lessee acknowledges, agrees and stipulates that, subject to its Options under Section 3(b), should Lessee fail to immediately deliver and surrender the Property to the Lessor upon the termination of this Lease, for any reason, the remedies of Lessor at law shall be deemed inadequate and Lessor shall be entitled to injunctive relief against the Lessee in any court of competent jurisdiction in the State in order to regain immediate possession of the Property or otherwise enforce the terms and provisions of this Lease; or

(ii) In any case where the Lessee is the Defaulting Party, the Lessor and the Lessor's agents may, to the extent permitted by applicable law, immediately, or at any time after such Event of Default, either by summary proceedings or by any other applicable action or proceedings, re-enter the Property and may take possession of the Property, to the end that Lessor may have, hold and enjoy the Property, and, to the extent not prohibited by applicable law, in no event shall such re-entry or taking of possession be deemed an acceptance of surrender of this Lease. Except as otherwise provided herein, after the Lessee shall have been dispossessed by a judgment or by a warrant of any court or judge or after any re-entry by the Lessor, or after any termination of this Lease, whether such dispossession, re-entry by the Lessor or termination shall be by operation of law or pursuant to the provisions of this Lease or otherwise, the Lessee, on its own behalf and on behalf of all persons claiming by, through or under the Lessee, including all creditors (other than the Financing Party), does hereby expressly waive any and all rights, so far as is permitted by applicable law, which the Lessee or any such person might otherwise have to (A) the service of any notice of intention to re-enter or to institute legal proceedings to that end, (B) repossess the Property, or (C) restore the operation or effectiveness of this Lease. The words "re-enter", "re-entry" and "re-entered" as used in this Lease shall not be deemed to be restricted to their technical legal meanings; or

(iii) In any case where the Lessee is the Defaulting Party, the Lessor may demand that the Lessee, and the Lessee shall, upon the written demand of the Lessor, surrender possession of the Property promptly to the Lessor in the manner and condition required by, and otherwise in accordance with all the provisions of, this Lease as if the Property were being returned at the end of the term hereof, and the Lessor shall not be liable for the reimbursement of the Lessee for any costs and expenses incurred by the Lessee in connection therewith. Lessee shall at or prior surrender provide Lessor with the Bond required in Section 6 of this Lease; or

(iv) In any case where the Lessee is the Defaulting Party, the Lessor may terminate this Lease and demand that the Lessee, and the Lessee shall, upon the written demand of the Lessor, reacquire the Equipment in the manner and condition required by, and otherwise in accordance with all the provisions of, Section 6 of this Lease, and the Lessor shall not be liable for the reimbursement of the Lessee for any costs and expenses incurred by the Lessee in connection therewith.

(v) In any case where the Lessor is the Defaulting Party, or upon termination of the Lease and reacquisition of the Equipment by the Lessee, the PILOT Agreement shall terminate, and the Lessee, or its successors or assigns, including the Financing Parties, shall

be subject to *ad valorem* taxation for its interest in the Project, and to any taxes imposed on private entities by the State that are not imposed on the Lessor.

(b) **No Effect on Obligations of Lessee.** No termination of this Lease, or repossession of all or any part of the Property or exercise of any other remedy under this Section 14 shall, except as specifically provided herein, relieve the Defaulting Party of any of its liabilities and obligations hereunder, all of which shall survive such termination, repossession or exercise of remedy. In addition, in any case where the Lessee is the Defaulting Party, the Lessee shall be liable, except as otherwise provided herein, for any and all unpaid Rent due hereunder up to the date of exercise and consummation of any of the foregoing remedies, including all reasonable legal fees and other costs and expenses incurred by the Lessor and including all costs and expenses incurred in connection with the return of the Property in the manner and condition required by, and otherwise in accordance with the provisions of, this Lease as if the Property were being returned at the end of the term hereof.

(c) **No Exclusive Remedies.** No remedy referred to herein is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to above or otherwise available to the Lessor at law or in equity. No waiver by the Non-Defaulting Party of any Default or Event of Default hereunder shall in any way be, or be construed to be, a waiver of any future or subsequent Default or Event of Default. The failure or delay of the Non-Defaulting Party in exercising any rights granted it or them hereunder upon any occurrence of any of the contingencies set forth herein shall not constitute a waiver of any such right upon the continuation or recurrence of any such contingencies or similar contingencies and any single or partial exercise of any particular right by the Non-Defaulting Party shall not exhaust the same or constitute a waiver of any other right provided herein.

(d) Notwithstanding anything set forth herein to the contrary, no Event of Default, exercise of remedies or termination of this Lease shall affect or terminate Lessee's Options pursuant to Section 3(b) hereof, which shall survive the termination of this Lease.

SECTION 15. RIGHT TO PERFORM FOR LESSEE

(a) If the Lessee shall fail to make any payment of Rent to be made by it hereunder or shall fail to perform or comply with any of its other agreements or obligations contained herein, a Financing Party may itself make (but shall not have any duty to make) such payment or perform or comply with such agreement without thereby waiving any Default or Event of Default.

(b) If the Lessee shall fail to make any payment of Rent to be made by it hereunder or shall fail to perform or comply with any of its other agreements or obligations contained herein, the Lessor may (but shall not have any duty to do so) itself make such payment or perform or comply with such agreement without thereby waiving any Default or Event of Default. The amount of such payment and the amount of the reasonable expenses of the Lessor incurred in connection with such payment or the performance of or compliance with such agreement or obligation, together with interest thereon at the contract rate from the date paid or incurred until reimbursed by the Lessee, shall be deemed Additional Rent, payable by the Lessee upon demand.

SECTION 16. SUCCESSORS, ASSIGNS AND INDEMNIFIED PARTIES

Except as provided in Section 6, or unless an Event of Default provided in Section 13(a) shall have occurred and be continuing, the Lessor may not assign any of its rights hereunder, or transfer title to all or any part of the Property or its interests therein, without the prior written consent of the Lessee. If an Event of Default provided in Section 13(a) shall have occurred and be continuing, the Lessor may, at the request of the Financing Parties, assign any or all of its rights under this Lease to the Financing Parties, without the prior consent of the Lessee, but without being relieved of its obligations hereunder. This Lease, including all agreements, covenants, representations and warranties, shall be binding upon and inure to the benefit of, and may be enforced by, (i) the Lessor and its successors and assigns, (ii) the Lessee and its successors and assigns and (iii) the Financing Parties and their successors and assigns.

SECTION 17. LEASE NONRECOURSE TO LESSOR

Notwithstanding anything herein contained to the contrary, the obligation of each and every duty or covenant of the Lessor herein shall be without recourse to the Lessor, its officers, employees, directors, and agents.

SECTION 18. WORKERS' COMPENSATION COVERAGE

Lessee shall subscribe to and carry worker's compensation coverage in accordance with all applicable West Virginia statutes and regulations, for all of its employees employed on the Property who are eligible for workers compensation coverage. Lessee shall make all payments and fund contributions necessary to secure and provide full and complete coverage and protection as required by West Virginia law. Lessee shall, upon the commencement of the term of this Lease and from time to time thereafter upon the request of Lessor, furnish unto Lessor certificates evidencing the existence, validity and payment for the said workers' compensation coverage. Lessee shall cause all contractors and other parties at any time performing work at the Property to maintain such coverage,

SECTION 19. USE OF PREMISES

(a) The Property shall be used by Lessee only for the operation of the Project and activities ancillary or otherwise related thereto. Lessee shall use the Property for no other purpose without the prior written consent of the Lessor.

(b) Lessee shall, at Lessee's sole cost and expense, comply in all material respects with the requirements of all county and municipal ordinances and state and federal statutes and regulations, now in force or which may hereafter be in force, pertaining to the said Property, and shall faithfully observe in all material respects in the use of the Property all municipal and county ordinances and material state and federal statutes and regulations, now in force or which may hereafter be in force.

SECTION 20. UTILITIES

Lessee shall be responsible for and shall promptly pay all charges for water, gas, electricity, sewage, trash removal or any other utility or service used or consumed in connection with the Property. Lessor is not responsible for and makes no representation as to the availability or sufficiency of utilities now or hereafter at the Property. Lessor shall have no responsibility or liability for interruption of utilities.

SECTION 21. ESTOPPEL CERTIFICATE

Within ten (10) days after a request by one party, the other party shall deliver to the requesting party a written statement, in a form acceptable to the requesting party, certifying that Lessee has accepted possession of the Property, that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), and the dates to which the Basic Rent and other charges have been paid in advance, if any; and certifying that there are no defenses or offsets thereto, or stating those claimed by Lessee.

SECTION 22. WAIVER

One or more waivers of any covenants or condition by Lessor shall not be construed as a waiver of a subsequent breach of the same or any other covenant or condition, and the consent or approval by Lessor to or of any act by Lessee requiring Lessor's consent or approval shall not be construed to waive or render unnecessary Lessor's consent or approval to or of any subsequent similar act by Lessee.

SECTION 23. ACCORD AND SATISFACTION

No acceptance by Lessor of a lesser sum than the rents or other charges then due shall be deemed to be other than on account of the earliest of such stipulated rents or charges, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent or other charge be deemed an accord and satisfaction, and Lessor may accept such check or payment without prejudice to Lessor's right to recover the balance of such installment or pursue any other remedy provided in this Lease or by law.

SECTION 24. AMENDMENTS AND MISCELLANEOUS

(a) The terms of this Lease shall not be waived, altered, modified, amended, supplemented or terminated in any manner whatsoever except by written instrument signed by the Lessor and the Lessee.

(b) All agreements, indemnities, representations and warranties contained in this Lease or any agreement, document or certificate delivered pursuant hereto or in connection herewith or therewith shall survive the execution and delivery of this Lease and all such indemnities, representations and warranties, and all such agreements which by their terms so survive, shall survive the expiration or other termination of this Lease.

(c) This Lease shall constitute an agreement of lease and nothing herein shall be construed as conveying to the Lessee any right, title or interest in or to the Property, except as expressly provided herein.

(d) This Lease and all rights of the Lessor and Lessee hereunder are and shall be subject and subordinate to the Financing Liens covering the Property and to any amendments, modifications, renewals or extensions thereof. In the event that any Financing Party exercises its remedies under the Financing Liens, this Lease shall, if so elected by the Financing Party, terminate upon such foreclosure. The Lessee shall at any time, and from time to time, on demand, execute any instrument that may be reasonably required by the Lessor or the Financing Party for the purpose of more formally subjecting this Lease to the Financing Liens.

(e) This Lease may be executed in any number of counterparts and by the different parties hereto on separate counterparts.

(f) All communications hereunder shall be in writing and shall be sufficiently made mailed by certified mail to the address of the party to which it is to be directed, as follows:

If to Project Company:

Will Hill Solar, LLC

c/o Kate O'Hair
Senior Vice President – Development
EDF Renewable Energy
3600 American Blvd., W.
Minneapolis, MN 55413

With a copy to:

Christopher L. Callas, Esquire
Jackson Kelly PLLC
Post Office Box 553
Charleston, WV 25322

If to Commission:

County Commission of Jefferson County, West Virginia
(Lessor)
124 E. Washington Street
Charles Town, WV 25414
Attn: President

A duplicate copy of each communication given by any party shall be given to the others and to the Financing Parties or their respective agents who have executed a Non-Disturbance and Attornment Agreement with Lessor.

(g) Neither party shall record this Lease without the prior written consent of the other party. Lessor shall, upon request of the Lessee, execute and acknowledge a "short form" memorandum of this Lease for recording purposes in accordance with West Virginia law, which may be recorded by Lessee.

(h) This Lease shall be governed by, and construed in accordance with, the laws of the State.

(i) No provision, covenant or agreement contained in this Lease or any obligations herein imposed upon the Lessor for the breach thereof, shall constitute or give rise to a charge upon the Lessor's general credit or impose upon the Lessor a pecuniary liability. In making the agreements, provisions and covenants set forth in this Lease, the Lessor has not obligated itself except with respect to the Property, its rights therein and the application of Rent and other amounts payable as hereinabove provided.

(j) Lessor shall not be required to furnish to Lessee any facilities or services of any kind, such as, but not limited to water, heat, gas, hot water, electricity, sewerage, trash disposal, and telephone or other communication service used, rendered or supplied upon or in connection with the Property, and the Lessee shall indemnify Lessor against any liability or damages on such account.

(k) Lessor shall cooperate with Lessee in all reasonable respects and at Lessee's sole cost in granting and executing such documents as may be reasonably necessary to grant, such easements and/or rights-of-ways in and over the Property as the Lessee shall reasonably request and as shall be necessary to the Lessee's use of the Property as contemplated herein.

(l) It is understood and agreed that the relationship of the parties to this Lease shall be that of Lessor and Lessee, and that Lessor has no ownership or other direct interest in Lessee's enterprise as that enterprise is or may be conducted at the Property. This Lease shall not be construed to create a joint venture or partnership between the parties, nor shall either party be deemed by reason of this Lease to be an agent or representative of the other party.

(m) Lessee represents and warrants to Lessor that there are no claims for brokerage commissions or finder's fees in connection with this Lease. Lessee covenants and agrees to defend, indemnify and hold harmless the Lessor from and against all liabilities arising from any such claims.

(n) If any provisions of the Lease shall be held to be invalid or unenforceable, the remaining provisions of this Lease shall in no way be affected or impaired and such remaining provisions shall continue in full force and effect.

(o) The captions or titles of the paragraphs or sections of this Lease are for convenience and reference only and are in no way to be construed as defining, limiting or modifying the scope or intent of the various provisions of this Lease.

(p) No inference shall be drawn in favor of or against any party hereto because of such parties' participation, or the participation of its counsel, in the drafting of this Lease.

(q) References in this Lease to the "Lessor" shall, unless the context shall otherwise require, include any and all successors to the interest or the Lessor hereunder.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have each caused this Lease to be duly executed by their respective officers or other representatives thereunto duly authorized as of the date first above written.

**COUNTY COMMISSION OF
JEFFERSON COUNTY, WEST
VIRGINIA, Lessor**

By: _____
Title: President

**WILD HILL SOLAR, LLC, Lessee, a Delaware
limited liability company**

By: _____
Name: _____
Title: _____

STATE OF WEST VIRGINIA,
COUNTY OF JEFFERSON, TO-WIT:

The foregoing instrument was acknowledged before me this ____ day of _____,
2024, by _____, the President of the County Commission of
Jefferson County, West Virginia, a political subdivision of the State of West Virginia, on behalf
of said political subdivision.

My commission expires: _____

[Seal]

STATE OF _____,
COUNTY OF _____. TO-WIT:

The foregoing instrument was acknowledged before me this ____ day of _____,
2024, by _____, an authorized representative of Wild Hill Solar,
LLC, a Delaware limited liability company, on behalf of the limited liability company.

My commission expires: _____

[Seal]

EXHIBIT A TO LEASE
DESCRIPTION OF REAL PROPERTY INTERESTS

| Original Lessor or Grantor | Parcel ID Number |
|---|---|
| 1. T. Todd Hough Trust dated September 12, 2012 and Susan B. Hough Trust | 06 50001000000000 |
| 2. Clarence Hough and Donna Hough | Parcel 1 – 06 11000700010000 Parcel 2 – 06 50006000000000 Parcel 3 – 06 11000800000000 |
| 3. Ronald D. Rissler and John H. Rissler, as Co-Executors of the Estate of Alice Rissler, Deceased, and as Co-Trustees of the Family Trust under the Last Will and Testament of John S. Rissler | 02 16001800000000 |
| 4. Zigler Inc. | 06 40009000000000 |
| 5. T. Todd Hough Trust dated September 12, 2012 and Susan B. Hough Trust [fee parcel] | 06 50001000000000 |

EXHIBIT B TO LEASE

DESCRIPTION OF EQUIPMENT

All "equipment," as such term is defined in Article 9 of the Uniform Commercial Code, now owned or hereafter acquired by Lessee, which is used (or expected to be used) at or in connection with the Project or the Property or is located thereon or therein, and whether or not yet located on the Property (including, without limitation, all machinery, appliances, apparatus, fittings, materials, equipment, modules, collection systems, solar panels, cables, lines, wires, conduits, poles and related equipment, loading and unloading equipment, switchboards, cleaning, fire prevention, and fire extinguishing apparatus), now owned or hereafter acquired by Lessee, including any battery or other energy storage facility components that may be included on the Property, and any and all additions, substitutions and replacements of any of the foregoing, together with all attachments, components, Parts, equipment and accessories installed thereon or affixed thereto. Notwithstanding the foregoing, Equipment shall not include any property belonging to tenants or lessees under leases except to the extent that Lessee shall have any right or interest therein.

EXHIBIT C TO LEASE – Payments Due under Lease

| Milestone | Annual Payment (due on first 1-March or 1-Sept following Project COD) | (if semi-annual payments are made) | |
|----------------------|---|------------------------------------|---------------------|
| | | 1-March (or 1-Sept) | 1-Sept (or 1-March) |
| Project COD (Year 1) | 400,000 | 200000 | 200000 |
| Year 2 | 400,000 | 200000 | 200000 |
| Year 3 | 400,000 | 200000 | 200000 |
| Year 4 | 400,000 | 200000 | 200000 |
| Year 5 | 400,000 | 200000 | 200000 |
| Year 6 | 400,000 | 200000 | 200000 |
| Year 7 | 400,000 | 200000 | 200000 |
| Year 8 | 400,000 | 200000 | 200000 |
| Year 9 | 400,000 | 200000 | 200000 |
| Year 10 | 400,000 | 200000 | 200000 |
| Year 11 | 400,000 | 200000 | 200000 |
| Year 12 | 400,000 | 200000 | 200000 |
| Year 13 | 400,000 | 200000 | 200000 |
| Year 14 | 400,000 | 200000 | 200000 |
| Year 15 | 400,000 | 200000 | 200000 |
| Year 16 | 400,000 | 200000 | 200000 |
| Year 17 | 400,000 | 200000 | 200000 |
| Year 18 | 400,000 | 200000 | 200000 |
| Year 19 | 400,000 | 200000 | 200000 |
| Year 20 | 400,000 | 200000 | 200000 |
| Year 21 | 400,000 | 200000 | 200000 |
| Year 22 | 400,000 | 200000 | 200000 |
| Year 23 | 400,000 | 200000 | 200000 |
| Year 24 | 400,000 | 200000 | 200000 |
| Year 25 | 400,000 | 200000 | 200000 |
| Year 26 | 400,000 | 200000 | 200000 |
| Year 27 | 400,000 | 200000 | 200000 |
| Year 28 | 400,000 | 200000 | 200000 |
| Year 29 | 400,000 | 200000 | 200000 |
| Year 30 | 400,000 | 200000 | 200000 |
| Year 31 | 400,000 | 200000 | 200000 |
| Year 32 | 400,000 | 200000 | 200000 |
| Year 33 | 400,000 | 200000 | 200000 |
| Year 34 | 400,000 | 200000 | 200000 |
| Year 35 | 400,000 | 200000 | 200000 |
| Year 36 | 400,000 | 200000 | 200000 |
| Year 37 | 400,000 | 200000 | 200000 |
| Year 38 | 400,000 | 200000 | 200000 |
| Year 39 | 400,000 | 200000 | 200000 |

ATTACHMENT 1

DESCRIPTION OF THE PLANT

The Project will consist of a 92.5 MW solar electric generating facility to be located on approximately 795 acres of agricultural land in the County. The Project will consist of rows of photovoltaic (PV) modules in arrays dispersed throughout the Project area. The arrays will be mounted on single-axis tracking racking systems which are installed on driven piles. The Project will be enclosed by a fence for safety and security. The Project will also include trenched electrical direct current collection cables that connect the PV arrays to inverters, and trenched alternating current electrical cables that connect the inverters to the Project substation and Point of Interconnection (POI) switchyard. The Project substation and POI switchyard will be located in the southeastern portion of the Project area adjacent to the existing 138 kilovolt transmission line that intersects the Project. The inverters located within the arrays will be mounted on either driven piles or a shallow concrete foundation. Other potential project components include internal access roads and temporary laydown areas for construction equipment and materials staging.

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: Jessica James, Assistant Deputy County Administrator

Department or Organization: Jefferson County Commission

Estimation of amount of time needed for appointment: 15 minutes

Date Requested – 1st Choice: **June 27, 2024**

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

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

1. Approval of Modification of Job Title – “Emergency Medical Dispatching Coordinator” to “Quality Assurance Coordinator” (FT) and “Quality Assurance Evaluator” (PT) – E911
2. Approval of Employee Status Change – Full-time to Part-time – E911
3. Approval of Employee Salary Adjustment and Employee Promotion – ESA
4. Reclassification of Position and Approval to Advertise – Finance and Administration Manager – ESA

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

1. The purpose of this agenda item is to seek permission to change the job titles of EMD Coordinator to Quality Assurance Coordinator; and to add the job classification of Quality Assurance Evaluator (and Quality Assurance Evaluator – P/T (part-time) in the Emergency Communications Center. *These requests do not seek any change in salary of the individuals assigned but rather, better aligns their job title to the tasks and job description.*

The ECC has a structured call-taking program from the Priority Dispatch System that requires continual review and feedback in order to ensure that the staff of the center are performing to optimal peak. This call review and feedback is administered by individuals that are trained and certified in the use of the Priority Dispatch System and are also trained and certified to provide quality assurance review and feedback.

The Quality Assurance program is administered by Lori Brown. Her current title is EMD Coordinator. EMD is “Emergency Medical Dispatching”. The ECC recently implemented the police and fire Priority Dispatch Systems with a go-live on September 12, 2023. Since the ECC now handles all three protocols (EMD, EFD, EPD), the title “EMD Coordinator” is no longer valid since she is administering all three programs. This request seeks to modify her job title to Quality Assurance Coordinator. Lori Brown is trained and certified as an EMD-Q, EFD-Q, and EPD-Q and is responsible for assisting all other reviewers (Q’s) and coordinating the program.

Conversely, retired EMD Coordinator Laura Pope is a trained and certified EMD-Q (medical Q) and has been performing quality assurance in the system for several years since her retirement. Working part-time for the County, the ECC has enjoyed the services she has rendered utilizing her expertise in medical dispatching to continue to provide case review and feedback to the staff. Her current job title is “EMD Coordinator – P/T” however, this title is inaccurate to what Laura actually does. She provides Quality Assurance case review and feedback to the staff in the Medical Priority Dispatch System. She is no longer a coordinator of the program. Approval of this request will change EMD Coordinator – P/T to Quality Assurance Evaluator P/T.

2. Former Public Safety Dispatcher Staci Hovermale recently retired from her career at the ECC on June 1, 2024. She too is a trained and certified EPD-Q (police Q) evaluator. She has indicated that she wishes to remain on staff to provide case review and feedback in the Police Priority Dispatch System. This request will assign Staci as a Quality Assurance Evaluator – P/T.

3.
 - a. Colin Graham is a FF/P I with the ESA, currently receiving a rate of \$25.00/hr. We're requesting a three-step increase for six years of prior work experience, in accordance with Administrative Policy 11912, for a new rate of \$26.44, to be effective June 16, 2024. He will remain a FF/P I, and upon successful completion of his introductory/probationary period & meeting of the requirements outlined in Administrative Policy 1060, he will receive the revised promotion to FF/P II, Step 3 with the corresponding FY25 pay rate of \$28.46/hr.
 - b. Promotion of Matthew Locke – Mr. Locke currently serves as a FF/AEMT II, at a rate of \$21.81/hr. Mr. Locke recently became certified to drive a second type of fire apparatus, which qualifies him for a promotion. We're requesting his promotion to FF/AEMT III at a rate of \$22.36/hr, effective June 16, 2024.
4. The current ESA Office Manager is retiring July 5, 2024. Director Sine has expressed a need to modify the job description of Office Manager to expand the roles and responsibilities of the position and to change the position title from Office Manager to Finance and Administration Manager. The justification for the expansion of the duties and responsibilities and change in title include the following: the County's ownership and management of the ambulance transport service, including its fleet, supplies, maintenance, and receipt of billing revenue; the transition to Tyler Munis from an independent accounting service (beginning July 2024); the relocation of the ambulance fee collections office from the Sheriff's Tax Office to the ESA; and Commission and citizen requests for increased oversight of ESA finances. The position would be 80 hours at a Grade VI (salary range: \$57,504-\$92,006 in FY25).

Is this a funding request? Y/N - **NO – no funding requested or necessary**

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

- 👇 1. I move to approve the change of job title from "EMD Coordinator" to "Quality Assurance Coordinator (for FT)" and "Quality Assurance Evaluator (for PT), for the department of Jefferson County Emergency Communications, as presented.
- 👇 2. I move to acknowledge the retirement of Public Safety Dispatcher, Stoci Havermale, after 18 years of service to Jefferson County and assign her to the role of part-time Quality Assurance Evaluator.
- 👇 3a. I move to approve the three-step increase for Colin Graham for years of service in accordance with ESA Administrative Policy 1192, from \$25.00/hr to \$26.44/hr, effective June 16, 2024, with Mr. Locke to receive a promotion to FF/P II, Step 3 at a rate of \$28.46/hr upon successful completion of the probationary period, as presented.
- 👇 3b. I move to approve the promotion of Matthew Locke from FF/AEMT II to FF/AEMT III, at a rate of \$22.36, effective June 16, 2024, as presented.
- 👇 4. I move to approve the reclassification of the ESA Office Manager position to ESA Finance and Administration Manager at a FY25 Grade VI and allow staff to advertise the vacancy, as presented.

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: Jessica James

Email address: jjames@jeffersoncountywv.org

Phone Number: 304-728-3282

| |
|--|
| FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/RECOMMENDATION |
| not applicable |



JEFFERSON COUNTY COMMISSION

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

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

Web: www.jeffersoncountywv.org

PRESIDENT
Steve Stolipher

VICE PRESIDENT
Jane Tabb

COMMISSIONER
Pasha Majdi

COMMISSIONER
Vacant

COMMISSIONER
Vacant

To: Commissioner Pasha Majdi
Commissioner Steve Stolipher
Commissioner Jane Tabb

From: Bessie Nelson

Date: June 6, 2024

Re: Fiscal Note: Assistant Deputy Administrator - Personnel

Jessica James, Assistant Deputy Administrator requests the following personnel requests:

Emergency Services

1. Pay Adjustments for:

| | | |
|---|--------------|-------------|
| Colin Graham, FF/Paramedic I | \$26.44/hour | \$57,745.00 |
| - Amount budgeted for this position in FY 24: | | \$54,600.00 |
| - Amount budgeted for this position in FY 25: | | \$57,330.00 |

2. Promotion for:

| | | |
|---|--------------|-------------|
| Matthew Lock to FF/Paramedic III | \$22.36/hour | \$48,834.00 |
| - Amount budgeted for this position in FY 24: | | \$47,633.00 |
| - Amount budgeted for this position in FY 25: | | \$50,015.00 |

3. Reclassification of Office Manager to Finance and Administration Manager

Change from a Grade 5 to Grade 6 with Salary Range \$57,504 to \$92,006 based on knowledge and experience (see attached job description)

| | |
|---|-------------|
| -Amount budgeted for Office Manager in FY 24: | \$48,776.00 |
| -Amount budgeted for Office Manager in FY 25: | \$51,215.00 |

-Funding for new position would be covered by the Ambulance Fee Fund

- Permission to advertise for Finance and Administration Manager

**Jefferson County
Job Description**

| | | | |
|------------------------|-------------------------------|---------------------|------------|
| Position Title: | Quality Assurance Coordinator | Grade Level: | VI |
| Department | Emergency Communications | Date: | |
| Reports to: | Director of Communications | FLSA Status | Non-Exempt |

Statement of Duties: Employee provides effective evaluation, quality assurance and oversight of all incidents in the Emergency Communication Center in conjunction with the Priority Dispatch System structured call-taking program. Employee is required to perform all similar or related duties.

Supervision Required: Works under the general direction of the Communications Director. Employee plans and carries out the regular work in accordance with standard practices and previous training, with substantial responsibility for determining the sequence and timing of action and substantial independence in planning and organizing the work activities, including determining the work methods. The employee is expected to solve through experienced judgment most problems of detail or unusual situations by adapting methods or interpreting instructions to resolve the particular problem. Instructions for new assignments or special projects usually consist of statements of desired objectives, deadlines and priorities. Technical and policy problems or changes in procedures are discussed with supervisor, but ordinarily the employee plans the work, lays it out and carries it through to completion independently. Work is generally reviewed only for technical adequacy, appropriateness of actions or decisions, and conformance with policy or other requirements; the methods used in arriving at the end result are not usually reviewed in detail.

Supervisory Responsibility: Employee, as a regular and continuing part of the job, *leads other workers* in accomplishing assigned work and also performs non-supervisory work that is usually of the same kind and levels as is done by the group lead. The Quality Assurance Coordinator is an independent review and feedback provider.

Confidentiality: Employee has access to confidential information of the department, including personnel files, criminal investigations, client records and department records.

Accountability: Consequences of errors, missed deadlines or poor judgment may include time loss, adverse public relations, jeopardize programs, monetary loss, labor/material costs, danger to public health/safety, officer safety, and legal repercussions.

Judgment: Numerous standardized practices, procedures, or general instructions govern the work and in some cases, may require additional interpretation. Judgment is needed to locate, select, and apply the most pertinent practice, procedure, regulation, or guideline.

Complexity: Work consists of a variety of duties that generally follow standardized practices, procedures, regulations, or guidelines. The sequence of work and/or the procedures followed vary according to the nature of the transaction and/or the information involved, or sought, in a particular situation.

Emergency Communications
Quality Assurance Coordinator
7/1/2024

Jefferson County Job Description

Work Environment: Work is performed in an office environment or remotely in a work-from-home environment. Work may require wearing a headset, listening to stressful situations, speaking to the public, and may require sustained posture in a seated position for prolonged period of time. Employee may be exposed to biohazards, emotional stress, and risk of personal injury. Must be available to work evenings, weekends, holidays, and for call back when needed and travel as required for duties or training.

Nature and Purpose of Relationships: Relationships are constantly with co-workers and the public. The employee serves as a spokesperson or recognized authority of the organization in matters of substance or considerable importance of the program they oversee. The employee communicates departmental practices, procedures, regulations or guidelines. Employee may be required to discuss controversial matters where tact is required to avoid friction and obtain cooperation. Employee is responsible for development of procedure related to the program they oversee.

Occupational Risk: Duties of the job present little potential for injury to the employee. Risk exposure is similar to that found in typical emergency dispatch settings.

Essential Functions:

The essential functions or duties listed below are intended only as illustrations of the various type of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

1. Oversee the administration of the structured call-taking program related to the Priority Dispatch System.
2. Responsible for fair evaluation of selected police, fire, or medical calls in accordance with established policies and procedures.
3. Perform case review and provide feedback to all Public Safety Dispatchers in accordance with established policies and procedures.
4. Maintain thorough and accurate records of evaluations and provide summaries and analysis reports to management and other departments as necessary.
5. Oversee and/or participate in the development, implementation and maintenance of the structured call-taking goals, objectives, policies and procedures as recommended by the Director of Communications and the Medical Director; ensure that goals are achieved.
6. Participate in periodic training and evaluation activities to establish and maintain a high level of proficiency.
7. Maintain a high-level of team performance and competency by coordinating ongoing team member development, training and performance evaluation.

Emergency Communications
Quality Assurance Coordinator
7/1/2024

**Jefferson County
Job Description**

8. Serve as coordinator of the individual Dispatch Review Committees for Police, Fire and Medical. Schedule and coordinate all regular committee meetings and provide reports to management staff on committee activity.
9. Serve as a member of the individual Steering Committees for Police, Fire, and Medical. Schedule and coordinate steering committee meetings and provide reports to Steering Committee members on the Priority Dispatch System related to ECC activity.
10. Perform functions of a Public Safety Dispatcher II as needed.

Recommended Minimum Qualifications:

Education and Experience: Associates Degree and three to five (3-5) years of experience as a Public Safety Dispatcher II; or any equivalent combination of education, training and experience which provides the required knowledge, skills and abilities to perform the essential functions of the job.

Special Requirements: Must have a thorough understanding of EPD, EFD, and EMD principles and practices, proven records of exemplary performance in the Priority Dispatch Systems for Police, Fire, and Medical. Employee must successfully complete the Basic Dispatcher course and WEAPON certification course within the first year of employment. Employee is required to be certified and maintain certification in all Priority Dispatch System protocols (EMD, EPD, EFD) as well as Priority Dispatch System Quality Assurance systems (EMD-Q, EPD-Q, EFD-Q).

Knowledge, Abilities and Skill

Knowledge: Laws, codes, regulations, policies and procedures pertaining to emergency medical telecommunications, first aid and first responder practices and procedures, geographical layout of the County.

Abilities: Operate multi-line telephone system, multiple radio channels and computer terminals. Ability to interact effectively and appropriately with the public and other personnel, hear, understand, and respond to emergencies quickly and appropriately, deal with stressful situations, and maintain confidential information.

Skills: Communication, assessing situations, training, and dispatching and recording information.

Physical and Mental Requirements

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the position's essential functions.

Physical Skills: Little or no physical demands are required to perform the work. Work effort principally involves sitting to perform work tasks, with intermittent periods of stooping, walking, and standing. There may also be some occasional lifting of objects such as ledger books,

Emergency Communications
Quality Assurance Coordinator
7/1/2024

**Jefferson County
Job Description**

photocopy and computer paper.

Motor Skills: Position requires minimal motor skills for activities such as: operating a personal computer and/or most other office equipment, typing and/or word processing, filing, moving objects, sorting of papers or operating a motor vehicle.

Visual Skills: Position requires routine reading of documents, and reports for understanding, color vision needed.

**Jefferson County
Job Description**

| | | | |
|------------------------|-----------------------------|---------------------|------------|
| Position Title: | Quality Assurance Evaluator | Grade Level: | VI |
| Department | Emergency Communications | Date: | |
| Reports to: | Director of Communications | FLSA Status | Non-Exempt |

Statement of Duties: The Quality Assurance Evaluator (QAE) is an employee that provides effective evaluation, quality assurance, feedback, and quality improvement of operations staff in the structured call-taking systems used in the Emergency Communication Center in conjunction with the Emergency Medical Dispatch (EMD), Emergency Police Dispatch (EPD), and Emergency Fire Dispatch (EFD) programs. Employee is required to perform all similar or related duties.

Supervision Required: Works under the general direction of the Communications Director and specifically supervised by the Quality Assurance Coordinator. For EMD, the employee works under the policy direction of both the Communications Director and the EMS Medical Director. Employee plans and carries out the regular work in accordance with standard practices and previous training, with substantial responsibility for determining the sequence and timing of action and substantial independence in planning and organizing the work activities, including determining work methods. Using experienced judgment, the employee is expected to solve most problems of detail or unusual situations by adapting methods or interpreting instructions to resolve the particular problem. Instructions for new assignments or special projects usually consist of statements of desired objectives, deadlines and priorities. Technical and policy problems or changes in procedures are discussed with supervisor, but ordinarily the employee plans the work, lays it out and carries it through to completion independently. Work is generally reviewed only for technical adequacy, appropriateness of actions or decisions, and conformance with policy or other requirements; the methods used in arriving at the end result are not usually reviewed in detail.

Supervisory Responsibility: Employee, as a regular and continuing part of the job, evaluates other workers and provides feedback on performance. The employee may also *lead other workers* in accomplishing assigned work and performs non-supervisory work that is usually of the same kind and levels as is done by the group lead. The QAE coordinator is an independent review and feedback provider.

Confidentiality: Employee has access to confidential information of the department, including personnel files, criminal investigations, client records and department records.

Accountability: Consequences of errors, missed deadlines or poor judgment may include time loss, adverse public relations, jeopardize programs, monetary loss, labor/material costs, danger to public health/safety, officer safety, and legal repercussions.

Judgment: Numerous standardized practices, procedures, or general instructions govern the work and in some cases, may require additional interpretation. Judgment is needed to locate, select, and apply the most pertinent practice, procedure, regulation, or guideline.

Complexity: Work consists of a variety of duties that generally follow standardized practices,

Emergency Communications
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Jefferson County Job Description

procedures, regulations, or guidelines. The sequence of work and/or the procedures followed vary according to the nature of the transaction and/or the information involved, or sought, in a particular situation.

Work Environment: Work is performed either in an office environment or remotely in a “work from home” scenario. Employee may wear a headset while listening to past emergency calls that have previously been recorded. Employee may be exposed to biohazards, emotional stress, and risk of personal injury. Must be available to work evenings, weekends, holidays, and for call back when needed and travel as required for duties or training.

Nature and Purpose of Relationships: Relationships are constantly with co-workers and the public. The employee serves as a spokesperson or recognized authority of the organization in matters of substance or considerable importance. The employee communicates departmental practices, procedures, regulations or guidelines. Employee may be required to discuss controversial matters where tact is required to avoid friction and obtain cooperation.

Occupational Risk: Duties of the job present little potential for injury to the employee. Risk exposure is similar to that found in typical emergency dispatch settings.

Essential Functions:

The essential functions or duties listed below are intended only as illustrations of the various type of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

1. Successfully complete the EMD-Q, EPD-Q, or EFD-Q training curriculum and maintain current certification at all times.
2. Responsible for fair evaluation of selected emergency calls for service in accordance with established policies and procedures.
3. Perform case review and provide feedback to all Public Safety' Dispatchers in accordance with established policies and procedures.
4. Maintain thorough and accurate records of evaluations and provide summaries and analysis reports to management and other departments as necessary.
5. Participate in the development, implementation and maintenance of the structured call-taking system goals, objectives, policies and procedures as recommended by the various Steering Committees; ensure that goals are achieved.
6. Participate in periodic training and evaluation activities to establish and maintain a high level of proficiency.
7. Maintain a high-level of team performance and competency by coordinating ongoing team member development, training and performance evaluation.

Emergency Communications
Quality Assurance Evaluator
7/1/2024

**Jefferson County
Job Description**

8. Serve as member on the Dispatch Review Committee(s).
9. Perform functions of a Public Safety Dispatcher II as needed.

Recommended Minimum Qualifications:

Education and Experience: Training and experience equivalent to graduation from Grade 12 and three to five (3-5) years of experience as a Public Safety Dispatcher II; or any equivalent combination of education, training and experience which provides the required knowledge, skills and abilities to perform the essential functions of the job.

Special Requirements: Must have a thorough understanding of the principles and practices utilized in the Priority Dispatch System and have a proven record of exemplary performance in the Priority Dispatch System. Employee must successfully complete the Basic Dispatcher course and WEAPON certification course within the first year of employment. Is required to be thoroughly familiar with the Priority Dispatch System and must be already trained. Employee must maintain all certifications up to date at all times.

Knowledge, Abilities and Skill

Knowledge: Laws, codes, regulations, policies and procedures pertaining to emergency telecommunications, first aid and first responder practices and procedures, geographical layout of the County.

Abilities: Operate multi-line telephone system, multiple radio channels and computer terminals. Ability to interact effectively and appropriately with the public and other personnel, hear, understand, and respond to emergencies quickly and appropriately, deal with stressful situations, and maintain confidential information.

Skills: Communication, assessing situations, training, and dispatching and recording information.

Physical and Mental Requirements

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the position's essential functions.

Physical Skills: Little or no physical demands are required to perform the work. Work effort principally involves sitting to perform work tasks, with intermittent periods of stooping, walking, and standing. There may also be some occasional lifting of objects such as ledger books, photocopy and computer paper.

Motor Skills: Position requires minimal motor skills for activities such as: operating a personal computer and/or most other office equipment, typing and/or word processing, filing, moving objects, sorting of papers or operating a motor vehicle.

Emergency Communications
Quality Assurance Evaluator
7/1/2024

**Jefferson County
Job Description**

Visual Skills: Position requires routine reading of documents, and reports for understanding, color vision needed.



Job Description: Office Manager

Approved:

Date: 9/21/20

The Office Manager keeps the office running smoothly, supports senior staff and the Board, maintains efficient workflow, manages certain initiatives, and is the 'face' of the Agency to those visit the building or make inquiries via other mediums.

Qualifications

To be eligible for initial or continued employment in this position one must:

- Be at least twenty-one (21) years of age
- Possess a valid Driver's License
- Hold a high school degree with 3-5 years in executive office management; Post-secondary training certificates and/or college coursework preferred
- Be proficient with Microsoft Office Suite (Word, Excel, Power Point, Access) and Adobe Acrobat
- Demonstrate a proven ability to utilize good judgment in furtherance of the mission or to accomplish specific objectives
- Possess excellent customer service skills
- Have a keen attention to detail.

Responsibilities

In broad terms, the Office Manager is responsible for the administrative aspects related to managing the Agency. More specifically, the responsibility of the Office Manager include, but are not limited to:

- Provide primary administrative support for the Director and other managers;
 - Monitor and process incoming packages, mail, e-mail, fax, and telephone inquiries and resolve and/or route as appropriate
 - Manage all outgoing mail and shipments through USPS and other carriers
 - Manage the Director's calendar, scheduling appointments, organize and arranging meetings, and make travel arrangements
 - Prepare, distribute, and/or publish documents, correspondence, reports, and presentations
 - Perform data entry functions in various software systems in support of Captains and Lieutenants
 - Procure supplies or equipment requested by managers based on requirements or specifications, sourcing vendors and researching the best price and alternatives as appropriate
 - Plan events such as celebrations, recognition ceremonies, and conferences
 - Monitor office workflow, to include a "big picture" view of what each manager's primary goals are for the week/month; keeping track of critical and time sensitive deadlines; and provide administrative status reports for the Director.



- Serve as Secretary of the JCESA Board;
 - Draft and post meeting agendas on the premises and website in accordance with Agency by-laws, sunshine laws, and direction from the Board
 - Assemble and distribute agenda packets to all board members and post to the Agency website
 - Set up the meeting room
 - Attend board meetings and take meeting minutes
 - Publish official meeting minutes, upon approval, to the Agency website
- Perform preliminary accounting functions;
 - Manage the Agency's P-Card program, in accordance with Agency policy and applicable laws, including
 - Adjusting cardholder credit limits
 - Securing new cards and de-activating cards as indicated
 - Reconciling each cardholder's statement with receipts
 - Providing support to cardholders
 - Process incoming invoices, route appropriately, and monitor status to ensure timely payment.
 - Receive, process, assemble, and submit volunteer fire companies' documentation required to receive County funding, working with individual companies to verify that all documentation is present
 - Process expense reimbursement requests
 - Make bank deposits
- Provide support services for employees;
 - Serve as the central point of contact for vendors, staff, and support departments regarding office software, office equipment, and e-mail accounts, including providing or obtaining technical support for these tools
 - Coordinate the creation of e-mail accounts and fuel PINs for new employees
 - Assist employees experiencing issues accessing their e-mail account
 - Receive and route forms and requests to change payroll tax withholdings, direct deposit information, etc.
 - Manage the accountability ID program including the collection of data, photographs, and production of cards for employees and volunteers, as one of 3 designated locations in the County
- As part of the Agency's public information and relations efforts;
 - Maintain the Agency's website by posting Board material, announcements, documents, reports, links, photographs, and other information that the office manager, in his or her judgment lend to transparency of agency management.
 - Develop and publish posts to the Agency's social media account(s) including notices of office closure, awards presented, photographs, etc.
 - Oversee the Agency's annual breast cancer awareness T-shirt campaign, including design, budget, procurement, advertising, sales, inventory, and accounting
- Perform general office duties;



- Develop and implement processes, policies, or controls to ensure administrative practices, and any specific duties within this job description, are compliant, ethical, transparent, and fiscally responsible.
- Greet visitors, assisting the public, agency partners, volunteers, and candidates for employment
- Ensure an adequate inventory of office supplies, sourcing new inventory at the best possible cost
- File documents, reports, and correspondence, either hardcopy or electronic, in an organized fashion
- Maintain the office condition and arrange necessary repairs and/or maintenance
- Preserve confidentiality in the handling of sensitive, confidential, and/or HIPAA protected issues, documents, and written and oral correspondence
- Other duties as assigned by the Director

Supervision Given/Received:

The Operations Commander reports to and is directed by the Director. The Operations Commander operates with minimal direct supervision and, therefore, must be able to work independently, exercise independent discretion and judgment, make critical decisions, and manage his/her time effectively.

This position does not regularly supervise others at the time of publication of this document. However, this position may supervise temporary employees or temporarily assigned employees in certain situations or special projects. As the Agency grows, additional administrative and office staff may be permanently supervised by this position.

Additional Position Attributes:

- **Status:** Exempt (salaried), full-time
- **Compensation:** The starting salary is \$40,071/yr. An increase of 1.890% will be applied each year on the first paycheck following the employee's anniversary month, based on full-time years of service, in every year that years of service increases are funded at 1.890% for uniformed staff, provided the employee has a satisfactory performance review.
- **Location and Hours of Work:** Generally, the Office Manager is expected to work 8am-4pm, Monday through Friday at the JCESA building. However, schedule adjustments are expected to accommodate meetings, events, and special projects. The Office Manager is empowered to make appropriate adjustments to their schedule in consultation with the Director to ensure adequate office coverage during times that the Office Manager would not be present.



Job Description: Finance and Administration Manager

Approved:

Date: 6/27/2024

The Finance and Administration Manager is responsible for all aspects of the financial management and administration of the Agency. The Finance and Administration Manager is expected to provide sound financial advice and effective financial management as well as manage the administrative functions of the Agency. This is a full-time, exempt (salaried) position and reports to and works closely with the Director/ Chief.

Responsibilities

General

- Provides executive-level administrative and financial management support to the Director.
- Maintains the operational effectiveness of the main office.
- Provides general administrative support to senior staff.
- Supervises Administrative Assistants, "light-duty" personnel, or any other persons performing administrative support roles as assigned by the Director.
- Liaises with other County departments and their personnel to perform the functions and responsibilities of this position.

Financial Management

- Oversees all financial aspects of the Agency including but not limited to the ambulance transport billing, ambulance fee, and general operating budget.
- Establishes effective accounting and bookkeeping systems and procedures and oversees accounting services.
- Establishes and implements internal controls and administrative systems, policies and procedures that follow GAAP.
- Ensures that the Agency's day-to-day operational activities are efficient and effective, and in line with approved strategic initiatives and budgetary allocations.
- Manages accounts payable, accounts receivable, purchasing, donation processing and receipting, payroll, and ambulance fee and transport billing and collection.
- Maintains parallel records of income and expenditure in financial database.
- Ensures adequate cash flow for the organization's requirements and prepares requests for funds as needed.
- Prepares and presents quarterly and yearly financial budget and cash flow forecasts and works with the director to actively monitor and understand budget variances.



- Manages bank accounts and monitors reconciliation and transactions including wire transfers, credit cards, and keeps track of signing authorities.
- Prepares documents as necessary for annual audit as support to the County Finance Director.
- Manages the Agency's P-Card program, in accordance with the County's policies, procedures and applicable laws.
- Receives, processes, assembles, and submits volunteer fire companies' documentation required to receive County funding, working with individual companies to verify that all documentation is present.
- Manages the day-to-day operations of the ambulance fee office including but not limited to the property/owner database, billing preparation, invoice procurement and distribution, and fee collection.

Governance Support

- Works with the Director to proactively mitigate financial risks to the Agency and the County Commission.
- Ensures that activities and policies meet County policies and directions as well as State and Federal legislative requirements.
- Recommends, to the Director, policies and procedures in areas encompassing finance and accounting, privacy, IT, and compensation.
- Ensures reporting obligations to the Federal, State, and local governments.

Administration

- Maintains basic administrative systems for the Agency including information resources, general filing, electronic filing, personnel records, contracts and leases, subscriptions, insurance, etc.
- Coordinates with the IT department regarding effective development and administration of IT systems, such as databases, email, cloud filing, back-up and online communications tools including websites and other web/video/audio conferencing systems

Grants Management

- Performs grant administration including preparation, submission, contracting, fund distribution, and reporting requirements



QUALIFICATIONS

Experience

- Minimum 3 years prior supervisory experience
- Minimum 5 years prior experience in financial management

Academic

- Degree in business management, accounting, finance, or related field is preferred

Expertise & Skills

- Knowledge, skills, and experience in general office duties and responsibilities
- Knowledge of financial and accounting laws and regulations
- Knowledge and experience in applying accounting procedures and protocols in budget administration and financial forecasting, analysis, and reposting
- Excellent organizational skills and demonstrated ability to create and implement new systems that keep the Agency running smoothly, while also accounting for differing work styles and remote locations of staff.
- Strong management experience
- Excellent written and oral communication, presentation, and negotiation skills
- Demonstrated capacity to think strategically with expertise in complex problem solving, decision making, and critical thinking skills.
- Proficiency with computerized financial systems, such as accounting programs, databases, payment processing, excel spreadsheets, and payroll services
- Ability to work remotely, with little supervision, and to meet deadlines comfortably
- Fluency in the English spoken and written language
- Experience in scheduling and organizing events
- Flexibility, adaptability, and willingness to take on a wide range of tasks
- Ability to handle confidential matters

Assets

- Experience in emergency management/services
- Proficiency in Tyler/Munis accounting systems
- Knowledge of HIPPA requirements

Additional Position Attributes

- **Status:** Exempt (salaried), full-time 40hrs per week
- **Compensation:** Grade 6 (\$57,504 - \$92,006 in FY25), starting wage commensurate with knowledge and experience. Pay increases, when budgeted by the Commission, are provided through a yearly merit based evaluation program and/or a COLA.



- **Location and Hours of Work:** Generally, the Finance and Administrative Manager is expected to work at the Agency's main office during normal office hours, Monday through Friday. However, schedule adjustments are expected to accommodate meetings, events, and special projects. Intermittent remote work options may exist at the discretion of the Director and in compliance with County policies.

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: Bessie Nelson, Budget Director

Department or Organization: County Commission

Estimation of amount of time needed for appointment: 10 minutes

Date Requested – 1st Choice: **June 27, 2024**

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

Date Requested – 2nd Choice:

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

Internal Budget Revisions for FY24

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

6 - Internal Budget Revisions:

IBR#FY24-033 – Prosecuting Attorney
IBR#FY24-034 – Development Authority
IBR#FY24-035 – Sheriff Office

IBR#FY24-036 – Animal Control
IBR#FY24-037 – IT Data Processing
IBR#FY24-038 – County Commission

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*):

I motion to approve the 6 internal budget revisions as presented for approval.

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

If not attached, explain:

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

Contact information:

Email address: bnelson@jeffersoncountywv.org

Phone Number: 304.724.8425 ext 1008

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/RECOMMENDATION

not applicable

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: Bessie Nelson, Budget Director

Department or Organization: County Commission

Estimation of amount of time needed for appointment: 5 minutes

Date Requested – 1st Choice: **June 27, 2024**

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

Date Requested – 2nd Choice:

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

Revisit FY25 Budget Requests

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

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

If so, how much? \$TBD

Provide exact financial impact/request:

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

I motion to approve the following FY25 Budget requests:

I motion to approve \$0.50 / hour COLA increase for all 80 P/T County Employees - \$45,000 including benefits.

I motion to approve \$10,000 for Parks and Rec for Fireworks.

I motion to approve \$10,000 for Parks and Rec for Scholarship.

I motion to approve \$62,768 for Parks and Rec for Personnel.

I motion to approve \$3,600 for the County Commission for the local Leadership Jefferson for 3 employees.

I motion to approve \$6,000 for the County Commission for Advertising and Legal Publications.

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

If not attached, explain:

Contact information:

Email address: bnelson@jeffersoncountywv.org Phone Number: 304.724.8425 ext 1008



JEFFERSON COUNTY COMMISSION

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

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

Web: www.jeffersoncountywv.org

PRESIDENT

Steve Stolipher

VICE PRESIDENT

Jane Tabb

COMMISSIONER

James Cook

COMMISSIONER

Pasha Majdi

COMMISSIONER

Kelvin Upson

To: Commissioner Steve Stolipher
Commissioner Jane Tabb
Commissioner James Cook
Commissioner Pasha Majdi
Commissioner Kelvin Upson

From: Bessie Nelson

Date: June 27, 2024

Re: Fiscal Note: FY25 Budget Requests

Bessie Nelson, Budget Director, presents the following FY25 Budget Requests:

| | | |
|--|----------|----------|
| COLA request for the Part Time County Employees: \$0.50 per hour | | \$45,000 |
| Parks & Rec | | \$82,768 |
| Fireworks | \$10,000 | |
| Scholarship | \$10,000 | |
| Personnel | \$62,768 | |
| Increase to FY24 approved budget | \$34,861 | |
| 5% COLA | \$27,907 | |
| County Commission | | \$9,600 |
| Local Leadership Jefferson for 3 employees | \$3,600 | |
| Advertising & Legal Publications | \$6,000 | |

During budget deliberations, JCC expected to only carryforward approximately \$4M. After reviewing the budget and revising capital expenditures (\$1.9M), the Commission now anticipates to carryforward \$6M in FY2025. The carryforward is mainly due to moving capital expenditures that were erroneously submitted to the state in the General Fund and entered in the Capital Outlay Fund (246). These funds have been moved to the Contingency Fund. At this time, the County does not anticipate utilizing the contingency funds in FY24.

Thus far, you have approved approximately \$850,000 for COLA for full time employees on June 6.

We will use the Contingency Fund to fund these additional requests. The Contingency Fund would have approximately \$1 million left if these requests are approved.

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: Edwina Benites-LM

Department or Organization: Development Authority

Estimation of amount of time needed for appointment: 10 minutes

Date Requested – 1st Choice: **June 27, 2024**

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

Date Requested – 2nd Choice:

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

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

- A. Bylaws revision (see attached)**
- B. Membership update (see attached)**
- C. Solicitation for board member vacancies and expirations (see attached)**

Is this a funding request? Y/N NO

If so, how much? \$

Provide exact financial impact/request:

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

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

If not attached, explain:

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

Contact information:

Email address:

Phone Number:

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/RECOMMENDATION

†

To: James Cook, commissioner
Steve Stolipher, commissioner
Jane Tabb, commissioner
Pasha Majdi, commissioner
Kelvin Upson, commissioner

From: Edwina Benites-LM

Date: June 15, 2024

Re: June 27, 2024, Agenda Items

Summary:

- A. Bylaws revision
- B. Membership update
- C. Solicitation for board member vacancies and expirations

A. Bylaws revision

The JCDA bylaws were last amended in 2012. An update to the bylaws is needed because:

- During the 2024 West Virginia legislative session, the Legislature changed the required makeup of development authority boards;
- The 2012 JCDA bylaws did not correctly state the Code; and
- The Commission changed the makeup of the JCDA in 2018, and the bylaws were not updated to reflect the 2018 changes.

Suggested motion: Motion to adopt the Jefferson County Development Authority bylaws as presented.

Attached are:

- Current JCDA Bylaws (2012)
- JCDA Approved Bylaws (2024)

These bylaws have been shared with Nathan Cochran.

B. Membership update

Consistent with the legislative changes and the changes proposed by the JCDA board in its updated bylaws, we recommend the following changes to the JCDA board's makeup.

Suggested motion: Motion to amend the makeup of the Jefferson County Development Authority board to: The Jefferson County Development board will consist of 15 members, to be structured as follows:

- one representative from each municipality in Jefferson County,
- one county commissioner,
- one representative from the Board of Education,
- one business representative,
- one industry representative,
- one agribusiness representative,
- one labor representative, and
- 4 citizen representatives

Attachment:

- Previous motion (2018)

C. Solicitation for board member vacancies and expirations

Roughly one-third of the board seats are up for consideration annually.

Suggested motion: Motion to solicit for the following vacant or expiring terms on the Jefferson County Development Authority board:

- Harpers Ferry Representative for an unexpired term ending on April 5, 2025
- Citizen Representative (business) for a term ending on April 5, 2025
- Citizen Representative (labor) for a term ending on April 5, 2027
- Citizen Representative (agribusiness) for a term ending on April 5, 2027
- Two (2) Citizen Representatives (general) for terms ending on April 5, 2027

BY-LAWS
JEFFERSON COUNTY DEVELOPMENT AUTHORITY

ARTICLE I
NAME AND PLACE OF BUSINESS

Section 1. Name: Jefferson County Development Authority, hereinafter referred to as the “Authority.”

Section 2. Place of Business: The principal office of the Authority shall be located in Jefferson County, West Virginia.

ARTICLE II
PURPOSE AND COMPLIANCE WITH APPLICABLE LAWS

Section 1. General: The Authority is not organized for profit but is organized exclusively for the purposes set forth in House Bill No. 367 enacted by the 1963 Session of the West Virginia Legislature and now a part of the General Laws as Article 12 of Chapter 7 of the Code of West Virginia.

Section 2. Purpose: The purposes for which the Authority is created are to promote, develop and advance the business prosperity and economic welfare of Jefferson County, its citizens and its industrial complex; to encourage and assist through loans, investments or other business transactions in the locating of new business and industry within the county and to rehabilitate and assist existing businesses and industries in the county; to stimulate and promote the expansion of all kinds of business and industrial activity which will tend to advance business and industrial development, maintain the economic stability of the county, provide maximum opportunities for employment, encourage thrift, and improve the standard of living of the citizens of the county; to cooperate and act in conjunction with other organizations, federal, state, or local, in the promotion and advancement of industrial, commercial, agricultural, and recreational developments with the county; and to furnish money and credit, land and industrial sites, technical assistance and such other aid as may be deemed requisite to approved and deserving applicants for the promotion, development and conduct of all kinds of business activity within the county. (W. Va. Code § 7-12-2).

Section 3. Powers of the Authority. The Authority shall have all of the powers given by the West Virginia Code § 7-12-1 *et seq.*

Section 4. Liberal Construction of By-Laws: It is the purpose of the Authority to provide for promotion, development and advancement of the business prosperity and economic welfare of Jefferson County, its citizens and its industrial complex, and these by-laws shall be liberally construed as giving the Authority full and complete power reasonably requested to give effect to its purpose described above. (W.Va. Code § 7-12-15).

Section 5. Compliance with Applicable Laws: The Authority shall observe and comply with all applicable local, state and federal laws, including, but not limited to the requirements of Chapter 7, Article 12 of the Code of West Virginia as amended. If a conflict arises between the provisions of these by-laws and the applicable West Virginia Code provision, the West Virginia Code provision shall govern. If any article, section or provision of these by-laws is held to be unconstitutional, all the remaining articles, sections and provisions shall nevertheless remain valid.

**ARTICLE III
MANAGEMENT AND MEMBERSHIP OF THE AUTHORITY**

Section 1. Membership: Management and control of the Authority, its property, operations, business and affairs, shall be vested in a board of not fewer than twelve (12) and not more than twenty-one (21) persons who shall be appointed by the Jefferson County Commission and be known as members of the Authority. Each member of the Authority shall be appointed to at least one standing committee. (W.Va. Code § 7-12-3)

Section 2. Appointment of Members: The Jefferson County Commission shall appoint one member to represent the County Commission on the Authority board and, for each municipality located within the county, the County Commission shall appoint one member to represent the municipality. The city and town Council of each municipality located within the county shall submit to the County Commission the names of three persons, one of whom the County Commission shall appoint to be the municipality's representative on the board. Other members of the board shall be appointed by the County Commission and shall include representatives of business, education, industry and labor. Other persons, firms, unincorporated associations, and corporations, who reside, maintain offices, or have economic interests, as the case may be, in Jefferson County, shall be eligible to participate in and to request the County Commission to appoint members to the Authority. Members can also be drawn from citizens of a county contiguous to Jefferson County regardless of their state of residence. (W.Va. Code § 7-12-3 and § 7-12-4)

Section 3. Term of Members: Members shall be appointed for a term of three years. A member may be reappointed for such additional term or terms as the County Commission may deem proper. If a member resigns, is removed or for any other reason membership terminates during the member's term of office, a successor shall be appointed by the County Commission to fill out the remainder of the member's term. Members in office at the expiration of their respective terms shall continue to serve until a successor has been appointed and has qualified. (W.Va. Code § 7-12-3)

Section 4. Compensation of Members: No member of the Authority shall receive any compensation, whether in formal salary, per diem allowance or otherwise, in connection with his or her services as a member. Each member shall, however, be entitled to reimbursement by the Authority for any necessary expenditures in connection with the performance of his or her general duties as a member. (W.Va. Code § 7-12-5)

Section 5. Conflict of Interest: No person shall be disqualified from serving as a member of the Authority solely as a result of the person's employment with a particular business, including without limitation employment with a public utility company or bank. However, whenever a conflict of interest arises between the Authority and the member's employer, then the member must recuse himself or herself from any vote, discussion or other activity associated with the Authority or its members that created the conflict of interest. (W.Va. Code § 7-12-4 and § 7-12-5)

Section 6. Resignation or Removal of Members: If a member of the Authority resigns, the Secretary of the Authority shall immediately notify the County Commission, and request the appointment of a qualified person to fill the vacancy left by the resigning member. The County Commission may at any time remove any member of the board by an order duly entered of record and may appoint a successor member for any member so removed. (W.Va. Code § 7-12-3)

Section 7. Vacancies: If requested so to do, the members shall recommend to the County Commission the names of qualified persons for appointment to fill either pending or existing vacancies in the membership of the Authority.

Section 8. Attendance: If any member fails to attend three (3) regular consecutive meetings of the Authority without an acceptable excuse, the Executive Committee, with the concurrence of the board, may recommend to the County Commission that the offending member be removed from the board and a successor member appointed.

**ARTICLE IV
MEETINGS OF THE AUTHORITY MEMBERS**

Section 1. Time and Place: The Authority members shall meet on the third Tuesday of each month, at 3:00 p.m., at the offices of the Jefferson County Development Authority, or at a place and time otherwise designated for the meeting. If the meeting day falls on a legal holiday, the meeting shall be held the following day or on another day designated.

Section 2. Quorum: A majority of the members of the Authority constitute a quorum and no action of the Authority shall be official unless authorized by a quorum at a regular or properly called special meeting. If a quorum is not present, those present may adjourn the meeting to a later date.

Section 3. Voting: Each member of the Authority present, either in person or by phone or video conference, shall have one vote at an Authority meeting.

Section 4. Special Meetings: Special meetings of the Authority may be called by the President or by at least two (2) members upon written request to the Executive Director.

Section 5. Meeting Notice: Notice in writing of each regular or special meeting of the Authority members shall be given to each member by the Secretary by sending the Notice to the last known post office address of the member, or by electronic mail or by facsimile, at least three (3) days before the date fixed for such meeting. The notice of any special meeting shall state briefly the purpose(s) of the meeting and the nature of the business to be transacted, and no purpose or business other than that stated in the Notice shall be discussed or transacted at the special meeting.

Section 6. Agenda: The Executive Director shall prepare and send to all members, at least three (3) business days before a regularly scheduled meeting date, and at least seven (7) calendar days before an irregularly scheduled meeting date, an agenda outlining the items to be discussed at the meeting. A member who wishes to include an item in the meeting agenda shall notify the Executive Director at least seven (7) calendar days prior to the regularly scheduled meeting date for the item to be included in the agenda. Any matter not disposed of at a meeting shall be included on the agenda of the next scheduled meeting.

Section 7. Meeting Format: The format for all regular meetings of the Authority members shall be as follows:

- I. Call to Order
- II. Determination of Members Present and Existence of a Quorum
- III. Public Comment Period
- IV. Review/Approve Minutes
- V. Review/Approve Treasurer's Reports
- VI. Member/Staff Reports
- VII. Committee Reports
- VIII. Unfinished Business
- IX. New Business

X. Director's Report

XI. Adjournment

Nothing in the above format precludes adding items to or deleting specific items from the agenda, including executive sessions as authorized or required by West Virginia law. Further, the Authority may, upon its own motion, revise the schedule of business for any meeting. Items not on the posted agenda are presented and placed on a subsequent agenda for action, unless the item requires immediate action because of an emergency situation, or where the need to take immediate action came to the attention of the Authority subsequent to the posting of the agenda.

All meetings shall be conducted according to Robert's Rules of Order and in accordance with the West Virginia Open Meeting Law. (W.Va. Code § 6-9A).

ARTICLE V CONFIDENTIALITY OF EXECUTIVE SESSION

Section 1: Executive Session: An 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 Authority shall disclose any information discussed in Executive Session to any individual, organization, or corporation. Anything discussed in open session is subject to public discussion and reporting. All matters before the Authority may be discussed by members of the Authority pursuant to the West Virginia Freedom of Information Act. (W.Va. Code § 29B)

ARTICLE VI OFFICERS

Section 1. Officers: The officers of the Authority shall be a President, Vice-President, Secretary, and Treasurer, each of whom must be a member of the Authority. The offices of Secretary and Treasurer may be served by the same person, as Secretary-Treasurer.

Section 2. Election of Officers: The officers of the Authority shall be elected each year by the members at the Authority's last regular meeting of the fiscal year, i.e., the June meeting, with officers to assume their duties the first day of the new fiscal year, i.e., July 1. The officers so elected shall serve until the next annual election by the membership and until their successors are duly elected and qualified and the officers may succeed themselves. Any vacancy occurring among the officers, except for the office of President, shall be filled by appointment from the membership by the President until the next regular or special meeting of the Authority, when the members will elect a replacement to serve until the next annual election.

Section 3. Nominating Committee: A nominating committee of three (3) members shall be appointed by the President no later than sixty (60) days prior to the annual election meeting. The report of the nominating committee shall be presented to the members at the regular monthly meeting preceding the annual election meeting. Nominees shall have consented to such nomination prior to the report of the nominating committee. Nominations may be made from the floor at the annual election.

**ARTICLE VII
DUTIES OF OFFICERS**

Section 1. President: The President shall preside as chairman at all meetings of the membership of the Authority. He shall appoint all committees as recommended by the membership and shall be an ex-officio member of all committees. The President shall appoint all committees as recommended by the membership and shall, together with the secretary, sign the minutes of all meetings of members at which the President presides. The President shall attend generally to the executive business of the Authority and exercise such powers as may be conferred upon him or her by the members, by these by-laws, or as prescribed by law. The President shall execute, and if necessary acknowledge for record, any deeds, deeds of trust, contracts, notes, bonds, agreements or other papers necessary, requisite, proper or convenient to be executed by or on behalf of the Authority when and if directed by the members of the Authority.

Section 2. Vice President: If the President is absent or for any reason is unable to discharge any of the duties of the office then the same shall be discharged by the Vice-President or in the absence of the Vice-President, by any remaining officer.

Section 3. Secretary: The Secretary of the Authority shall be its recording officer and shall, when practicable, be present at all meetings of the members, and shall keep or cause to be kept a regular record of the proceedings of such meetings for preservation in a suitable book or books. The Secretary, together with the President, shall sign the minutes of the meetings at which they are present. The Secretary shall have charge of the minute book and custodian of deeds and other important writings and papers of the Authority and shall also perform such other duties as the office may have under the law or as may be conferred from time to time by the membership. Minutes of the meetings of the Authority may be transcribed by a person other than a member of the Authority, at the discretion of the Secretary.

Section 4. Treasurer: The Treasurer shall have general charge of the funds and monies of the Authority. Checks written from the Authority's account shall be signed by such person or persons as the membership from time to time prescribes. The Treasurer shall keep or cause to be kept proper and accurate books of accounts and receipts and vouchers for disbursement made by or through him or her and shall prepare and submit such reports and statements of the financial condition of the Authority as the members may from time to time prescribe, and shall perform such other duties as may devolve under the law or as may be conferred on him or her by the members of the Authority. Members of the Authority responsible for handling funds shall be bonded by the County Commission in accordance with an amount specified by the Authority. All funds shall be expended in accordance with the Authority's Financial Policies and Procedure Manual.

Section 5. Executive Director: The Executive Director shall devote himself entirely to the affairs of the Authority. He shall at all times be subject to the supervision of the members of the Authority in matters relating to the economic development of the County, and shall perform such duties as may be determined by the members, as long as they are associated with the affairs of the Authority.

Section 6. Disbursement of Authority Funds: The President, Vice-President, Secretary, Treasurer and Executive Director shall have the authority to receive and disburse funds of the Authority. No disbursement shall be made unless it shall have been authorized by two of these four officers. The Treasurer shall sign all disbursements, along with one other officer. In the event that the Treasurer is not able to sign for a disbursement, then any two of the remaining three officers may sign for such disbursement.

ARTICLE VIII

COMMITTEES

Section 1. Standing Committees: The standing committees of this Authority shall be a follows:

- Executive Committee
- Business Development and Marketing Committee
- Governmental and Legislative Affairs Committee
- Agriculture Development Committee

Section 2. Appointment of Committees: With the exception of the Executive Committee, all of the foregoing committees and committee members, shall be appointed by the President with the approval of the membership. The President may also appoint other ad hoc committees as necessary with the approval of the membership. Such ad hoc committees shall be dissolved at the completion of the specific purpose given the ad hoc committee. Committee chairpersons may appoint members to their committee who are not members of the Authority, subject to approval of the members of the Authority.

Section 3. The Executive Committee: The President, Vice-President, Secretary, Treasurer, Executive Director, and Chairpersons of each standing committee of the Authority shall serve on the Executive Committee. Except as otherwise specifically limited by a majority vote of the Board, the Executive Committee shall be responsible for the routine business of the Authority between the regular meetings of the members and shall have all the powers of the membership, subject to, however, to the ratification and approval or later rejection by the membership. It shall have general charge of the finances and property of the Authority and shall have authority to make disbursements for necessary and routine expenses, and may grant to any committee a reasonable amount of money needed for special work, provided such amount shall not exceed the budget allowance for such work as previously approved by the Authority. The Executive Committee shall review issues that may or may not come before the members of the Authority and, if appropriate, make recommendations to the members concerning such issues.

Section 4. Business Development and Marketing Committee: It shall be the primary duty of the Business Development and Marketing Committee to develop strategies that encourage businesses to locate to Jefferson County and to assist existing businesses with efforts that attract jobs and foster growth in the community. The Committee will review and provide guidance on the Authority's business development and marketing strategies while ensuring that the Authority is appropriately targeting and effectively utilizing the opportunities that exist in the marketplace. The Committee will work to identify future opportunities to develop suitable industrial/business sites. The Committee shall have the duty to develop any and all projects toward economic improvement consistent with the West Virginia Code and deemed prudent by the Authority.

Section 5. Governmental and Legislative Affairs Committee: It shall be the primary duty of the Governmental and Legislative Affairs Committee to develop policies and act as liaison between the Authority and governmental/legislative bodies and in furtherance of the Authority's activities.

Section 6. Agriculture Development Committee: It shall be the primary duty of the Agriculture Development Committee to identify, develop and promote agriculture, and agriculture related business within the county.

**ARTICLE IX
FISCAL YEAR**

Section 1. Fiscal Year: The fiscal year of the Authority shall commence on July 1st of each year and continue through June 30th of the following year.

**ARTICLE X
AMENDMENTS**

Section 1. Amendments: These by-laws may be amended at any regular or special meeting of the Authority by a two-thirds vote of the entire membership; provided however, that written notice, sent in accordance with Article IV, Section 5, describing with particularity the proposed amendment, must be given to each member at least ten (10) days prior to the regular or special meeting at which the proposed amendment will be considered.

Section 2. Approval by County Commission: By-law changes shall be submitted to members of the Jefferson County Commission for their approval within ten (10) days after the adoption by the Authority.

**ARTICLE X
INDEMNIFICATION**

The Authority shall indemnify any past, present or future Executive Director, officer or employee of the Authority against claims arising from an act or omission of such past, present or future Executive Director, officer or employee within the scope of such individual's duties. Such indemnification shall include reasonable costs and expenses incurred in defending such claims. Nothing contained herein shall require the Authority to pay punitive damages or exemplary damages or damages arising from the commission of a crime by such individual, and the Authority shall not be required to provide for the defense or indemnification of such individual when the act or omission which caused the injury was the result of actual fraud, actual malice, gross negligence or willful misconduct of such individual, or in the event of a claim against such individual by the State of West Virginia or the Authority. The determination as to whether an individual's conduct falls within any of the above exceptions shall be made by the Authority, in consultation with the West Virginia Attorney General.

**ARTICLE XI
DISTRIBUTION OF ASSETS UPON DISSOLUTION**

Upon the dissolution of this Authority, any and all funds and assets held by the Authority, after the payment of its obligations, shall automatically pass to and become the property of the County Commission of Jefferson County, West Virginia, to be used for such public improvements and other public purposes as said Commission shall deem proper.

BYLAWS
JEFFERSON COUNTY DEVELOPMENT AUTHORITY

ARTICLE I
NAME AND PLACE OF BUSINESS

Section 1. Name: Jefferson County Development Authority, hereinafter referred to as the "Authority."

Section 2. Place of Business: The principal office of the Authority shall be in Jefferson County, West Virginia.

ARTICLE II
PURPOSE AND COMPLIANCE WITH APPLICABLE LAWS

Section 1. General: The Authority is organized under West Virginia Code §7-12 *et. seq.* and an order of the Jefferson County Commission dated February 15, 1979.

Section 2. Purpose: The purpose of the Authority is set forth in West Virginia Code §7-12-2, *Purposes.*

Section 3. Powers and Authorities. The Authority is assigned powers and authority by West Virginia Code §7-12 *et. seq.* and the Jefferson County Commission order of February 15, 1979.

Section 4. Compliance with Applicable Laws. The Authority shall observe and comply with all applicable local, state, and federal laws. If a conflict arises between the provisions of these bylaws and the applicable West Virginia Code, the West Virginia Code shall govern. If any article, section, or provision of these bylaws is held to be unconstitutional, all remaining articles, sections, and provisions shall nevertheless remain valid.

ARTICLE III
MANAGEMENT AND MEMBERSHIP OF THE AUTHORITY

Section I. Membership. The management and control of the Authority, its property, operations, business, and affairs shall be lodged in a board of fifteen (15) persons.

Section 2. Appointment of Members. The Jefferson County Commission shall appoint voting members of the Authority. Voting members shall consist of representatives from each municipality in Jefferson County, one county commissioner, one representative from the Board of Education, and the additional eight representatives should include at least one representative from each of the following: business, industry, agribusiness, and labor.

All representatives except for the Jefferson County Public School Board of Education and the County Commission representatives will have terms expiring on April 5th. Municipalities should send nominations to the County Commission no later than March of the term year expiration for their respective municipality.

The County Commission representative's term will expire on January 1 every three years.

The Jefferson County Public School Board representative will have a term expiring on the first Monday in July every three years.

All members must be approved by the County Commission and sworn in by the County Clerk before they can make motions or vote in any Authority meeting or attend executive sessions.

Section 3. Term of Members. Members shall be appointed for a term of three years. A member may be reappointed for such additional terms as the County Commission may deem proper. Successors to vacant positions will serve out the positions' unexpired term before qualifying for a full, three-year term. Members in office at the expiration of their term shall continue to serve until a successor has been appointed and qualified.

Section 4. Resignation or Removal of Members. If a member of the Authority resigns, the Executive Director shall immediately notify the County Commission and request the appointment of a qualified person to fill the vacancy left by the resigning member. The County Commission may remove any member of the board by an order duly entered of record and may appoint a successor member for any member so removed.

Section 5. Vacancies. If requested to do so by the County Commission, the members shall recommend to the County Commission the names of qualified persons for appointment to fill either pending or existing vacancies in the membership.

Section 6. Attendance. If any member fails to attend three (3) consecutive, regular meetings of the Authority without an acceptable excuse, the Executive Committee, with the concurrence of the board, may recommend to the County Commission that the offending member be removed from the board and a successor member appointed.

ARTICLE IV MEETINGS OF THE AUTHORITY MEMBERS

Section 1. Time and Place. The Authority members shall meet on the third Tuesday of each month at 3:00 pm at the office of the Jefferson County Development Authority and virtually or at a place and time otherwise designated for the meeting. If the meeting day falls on a legal holiday, the meeting shall be held the following day or another day designated.

Section 2. Quorum. A majority of appointed board seats (8) of the Authority constitute a quorum and no action of the Authority shall be official unless authorized by a quorum at a regular or special meeting.

Section 3. Voting. Each member of the Authority present, in-person or virtually, shall have one vote on each matter under consideration by the Authority.

Section 4. Special Meetings. Special meetings of the Authority may be called by the President or by at least two (2) members. Special meeting requests shall be made in writing to the Executive Director.

Section 5. Emergency Meeting. Emergency meetings may be called by the President for an imminent threat to public health or safety; an imminent threat of damage to public or private property; or an imminent material financial loss or other imminent substantial harm to a public agency, its employees, or the members of the public which it serves.

Section 6. Meeting Notice. Notice, a proposed agenda, and any supporting documentation shall be given to each member by the Executive Director. This notice shall be provided at least three (3) business days before a regularly scheduled meeting date, and at least seven (7) calendar days before a special meeting. In the instance of an emergency meeting, notice shall be provided as soon as practicable before the meeting and the meeting agenda and minutes must include the facts and circumstances of the emergency.

The meeting notice will also be provided to the Jefferson County Commission at the same time members are notified to be published in a practice consistent with Jefferson County Commission public meetings.

Section 7. Agenda. The Executive Director shall prepare and send the meeting agenda. A member who wishes to include an item on the agenda shall notify the Executive Director at least seven (7) calendar days before a regularly scheduled meeting.

Section 8. Meeting Format. The format for all regular meetings of the Authority members shall be as follows:

- I. Call to Order
- II. Determination of Members Present and Existence of a Quorum
- III. Public Comment Period
- IV. Review/ Approve Minutes
- V. Review/ Approve Treasurer's Reports
- VI. Committee Reports
- VII. Old Business
- VIII. New Business
- IX. Director's Report
- X. Member Comment

XI. Adjournment

Nothing in the above format precludes adding items to or deleting specific items from the agenda, including but not limited to executive sessions as authorized by the West Virginia Open Meetings Act.

All meetings shall be conducted according to Robert's Rules of Order and in accordance with the West Virginia Open Governmental Proceedings Act.

ARTICLE V CONFIDENTIALITY OF EXECUTIVE SESSION

Section 1. Executive Session. An executive session may be called by a majority vote of the members present for purposes of discussing such matters as are authorized in executive session by public agencies pursuant to West Virginia Code § 6-9A-4, *Exceptions*.

Section 2. Confidentiality and Non-Disclosure Agreement. Confidentiality is paramount in the business of the Authority. Appointed members and others participating in the business of the Authority must adhere to those expectations in all dealings inside and outside of the official meeting atmosphere.

ARTICLE VI OFFICERS

Section 1. Officers. The officers of the Authority shall be the President, Vice President, Secretary, and Treasurer. Each officer must be a member of the Authority. The same member may serve as both Secretary and Treasurer. In such instances, the officer will be the "Secretary-Treasurer."

Section 2. Election of Officers. Annually, all officers of the Authority shall be elected by the members at the Authority's June regularly scheduled meeting. Newly elected officers shall assume their duties on July 1 annually. Officers shall serve until the next annual election and until their successors are duly elected and qualified. Officers may be reelected for successive terms.

Section 3. Officer Vacancies. Any vacancy occurring among the officers shall be filled by a vote of the membership at the first available regular or special meeting of the Authority.

ARTICLE VII DUTIES OF OFFICERS AND EXECUTIVE DIRECTOR

Section 1. President. The President shall preside as chair at all meetings of the membership of the Authority. The President shall appoint all committee members and shall be an ex-officio member of all committees. The President shall attend to the executive business of the Authority and exercise such powers as may be conferred by the members, by these bylaws, and as prescribed by law. The President shall execute, and if necessary, acknowledge for the record, any deeds, deeds of trust, contracts, notes, bonds, agreements, or other papers necessary, requisite, proper, or convenient to be executed by or on behalf of the Authority when and if directed by the members of the Authority.

Section 2. Vice President. If the President is absent or for any reason unable to discharge any of the duties of the office, then the same shall be discharged by the Vice President or in the absence of the Vice President, by any remaining officer.

Section 3. Secretary. The Secretary of the Authority shall be its recording officer and shall, when practicable, be present at all meetings of the members, and shall keep or cause to be kept a regular record of the proceedings of such meetings. The Secretary shall sign the minutes of the meetings. The Secretary shall have charge of the minutes, be the custodian of deeds and other important writings and papers of the Authority, and shall also perform such other duties as the office may have under law or as may be conferred from time to time by the membership. Minutes of the meetings of the Authority may be taken by a person other than a member of the Authority at the discretion of the Secretary.

Section 4. Treasurer. The Treasurer shall have general charge of the funds and monies of the Authority. Checks written from the Authority's account shall be signed by such person or persons as the membership from time to time prescribes. The Treasurer shall keep or cause to be kept proper and accurate books of accounts and receipts and vouchers for disbursement made by or through the Authority and shall prepare and submit such reports and statements of the financial condition of the Authority as the members may from time to time prescribe, and shall perform such other duties as may devolve under the law or as may be conferred on the Treasurer by members of the Authority.

Funds shall be expended following Jefferson County Commission Finance Policies and guidance of the West Virginia State Auditor.

Section 5. Executive Director. The Authority, with the support of the Jefferson County Commission, shall appoint an Executive Director to act as its chief executive officer, to serve at the will and pleasure of the Authority. The Authority, acting through its Executive Director, may employ any other personnel considered necessary and may appoint counsel and legal staff for the Authority and retain such temporary engineering, financial, and other consultants or technicians

as may be required for any special study or survey consistent with the provisions of these bylaws.

The Executive Director shall provide for the day-to-day management of the Authority and make every attempt to advise and execute the wishes of the Authority.

The Executive Director shall annually prepare a budget to be submitted to the Authority for its review and approval prior to the commencement of each fiscal year's budget process. The budget shall contain a detailed account of all planned and proposed expenditures and revenue for the upcoming fiscal year, including a detailed list of employees by title, salary, cost of projected benefits, and total compensation.

Costs incidental to the administration of the Authority, including office expenses, personnel service expenses, and current expenses, shall be paid in accordance with the guidelines issued by the Authority and the Jefferson County Commission.

The Executive Director has no vote.

Section 6. Disbursement and Authorized Legal Signers of the Authority. The President, Vice President, Secretary, Treasurer, and Executive Director shall have the authority to receive and disburse funds and sign documents on behalf of the Authority. No disbursement or liability shall be made on behalf of the Authority unless it shall have been authorized by two of the five positions listed above. The Executive Director will be one of the signers except in the instance of a vacancy in the position. The Treasurer shall sign all disbursements, along with either the President, the Vice President, the Secretary, or the Executive Director. If the Treasurer is not able to sign a disbursement, then two of the remaining three officers may sign for such disbursement.

ARTICLE VIII COMMITTEES

Section 1. Standing Committees. The Authority shall have the following standing committees:

1. Executive Committee
2. Business Development and Marketing Committee
3. Government and Legislative Affairs Committee
4. Agriculture Development Committee

The Executive Director shall provide advice and assistance to all committees.

Section 2. Executive Committee. The Executive Committee shall consist of the President, Vice President, Secretary, Treasurer, and Chairperson of each standing committee.

The Executive Committee shall have general charge of the finances and property of the Authority and shall have authority to make disbursements for necessary and routine expenses, and may grant to any committee a reasonable amount of money needed for special work, provided such amount shall not exceed the budget allowance for such work as previously approved by the Authority.

The Executive Committee shall review issues that may or may not come before the members of the Authority and, if appropriate, make recommendations to the members concerning such matters.

The Executive Committee meets on the second Tuesday of each month at 3:00 pm unless another time is approved and appropriately noticed.

Section 3. Business Development and Marketing Committee. The Business Development and Marketing Committee is tasked with developing strategies to encourage businesses to locate in Jefferson County and developing strategies to foster growth in the community through assisting existing businesses. The Committee will work to identify future opportunities to develop suitable industrial and business sites. The Committee shall have the duty to develop any and all projects toward economic improvement consistent with the West Virginia Code and deemed prudent by the Authority.

The Business Development and Marketing Committee meets on the fourth Wednesday of each month at 3:00 pm unless another time is approved and appropriately noticed.

Section 4. Government and Legislative Affairs Committee. The Government and Legislative Affairs Committee is tasked with developing policies and acting as a liaison between the Authority and government and legislative bodies and in furtherance of the Authority's activities.

The Government and Legislative Affairs Committee meets on the second Thursday of each month at 3:00 pm unless another time is approved and appropriately notice.

Section 5. Agriculture Development Committee. The Agriculture Development Committee is tasked with identifying, developing, and promoting agriculture, and agriculture-related business with the County.

The Agriculture Development Committee shall meet on the first Wednesday of each month at 3:00 pm unless another time is approved and appropriately noticed.

Section 6. Ad Hoc Committees. The President may create temporary, ad hoc committees to accommodate the needs of the Authority.

Section 7. Committee Membership and Appointment of Members. Each member must serve on at least one committee. The President will determine committee membership and committee chairs.

Each committee chair may provide for advisory or volunteer positions on their respective committees. These advisory and/ or volunteer positions, however, do not take on the responsibilities and privileges of membership. These advisors and volunteers cannot vote nor can they attend executive sessions without the request of the President of the Authority.

ARTICLE IX FISCAL YEAR

The Fiscal Year of the Authority shall commence on July 1 of each year and continue through June 30 of the following calendar year.

ARTICLE X AMENDMENTS

Section 1. Amendments. These bylaws may be amended at any regular or special meeting of the Authority by a two-thirds vote of the entire membership; provided, however, that written notice, shall be sent in accordance with Article IV Section 6 of these bylaws. The written notice shall provide the proposed amendment and be given to each member at least 10 days prior to the regular or special meeting at which the proposed amendment will be considered.

Section 2. Approval by the County Commission. Bylaws changes shall be submitted to members of the Jefferson County Commission for their approval within ten (10) days after the adoption by the Authority. Bylaw amendments shall become effective by final approval of the Jefferson County Commission.

ARTICLE X INDEMNIFICATION

The Authority shall indemnify any past, present, or future officer or employee of the Authority against claims arising from an act or omission of such past, present, or future officer or employee within the scope of such individual's duties. Such indemnification shall include reasonable costs and expenses incurred in defending such claims. Nothing contained herein shall require the Authority to pay punitive damages, exemplary damages, or damages arising from the commission of a crime by such individual, and the Authority shall not be required to provide for the defense or indemnification of such individual when the act or omission which caused the injury was the result of actual fraud, actual malice, gross negligence, or willful misconduct of such individual, or the event of a claim against such individual by the State of West Virginia or the Authority. The determination as to whether an individual's conduct falls within any of the

above exceptions shall be made by the Authority, in consultation with the West Virginia Attorney General.

**ARTICLE XI
DISTRIBUTION OF ASSETS UPON DISSOLUTION**

Upon the dissolution of the Authority, any and all funds and assets held by the Authority, after the payment of its obligations, shall automatically pass to and become the property of the County Commission of Jefferson County, West Virginia, to be used for public improvements and other public purposes as said Commission shall deem proper.

Revised: June 6, 2024

| | | |
|--------------------|-----------------------------|---|
| _____ President | _____ Vice President | _____ Secretary |
| _____ Treasurer | _____ Executive Director | _____ Jefferson County Commission President |

Previously revised:

Revised: December 1, 2012

Minutes

Jefferson County Commission

Thursday, December 6, 2018

A meeting of the Jefferson County Commission was held on Thursday, December 6, 2018 during the fourth quarterly session in the County Commission meeting room in the Old Charles Town Library located at 200 E. Washington Street, Charles Town, WV 25414. Present were Commissioners Josh Compton, Caleb Hudson, Ralph Lorenzetti, Patricia Noland, and Jane Tabb. Also present were Stephanie Grove, County Administrator; Jessica Carroll, Executive Administrative Assistant; Jacqueline Shadle, County Clerk; and Jim Eddy, Bailiff. (An audio tape of the Thursday, December 6, 2018 meeting is available through the Jefferson County Commission Office.)

PLEDGE OF ALLEGIANCE

Commissioner Tabb led the Pledge of Allegiance.

APPROVAL OF MINUTES

Motion by Ms. Noland to approve the November 29, 2018 Regular Meeting Minutes as presented. Motion seconded and unanimously approved.

APPROVAL OF PAYROLL

Motion by Ms. Noland to approve the payroll for November 29, 2018 in the amount of \$290,650.63. Motion seconded and unanimously approved.

APPROVAL OF ACCOUNTS PAYABLE

| CHCKNO | DEPT | VENDOR | PONUM | POAMT | NOAMT | CHECK AMOUNT |
|--------|---------|--------------------------|-------|-------|-------------|--------------|
| 081033 | 712 | AT&T/GA | | \$ - | \$ 187.90 | \$ 187.90 |
| 081034 | 425 | OLD CHARLES TOWN LIBRARY | | \$ - | \$ 1,500.00 | \$ 1,500.00 |
| 081035 | P/R DED | DELTA DENTAL OF WV | | \$ - | \$ 6,383.84 | \$ 6,383.84 |
| 081036 | 405 | TRACY P.HERRON-RICE | | \$ - | \$ 223.30 | \$ 223.30 |

| | | | | | | |
|--------------|---------|---------------------------|--|------|----------------------|----------------------|
| 081037 | P/R DED | THE HARTFORD | | \$ - | \$ 2,362.20 | \$ 2,362.20 |
| 081038 | P/R DED | THE HARTFORD | | \$ - | \$ 3,984.26 | \$ 3,984.26 |
| 081039 | 413 | JEFFERSON COUNTY SCHOOLS | | \$ - | \$ 1,350.00 | \$ 1,350.00 |
| 081040 | 712 | LANGUAGE LINE SERVICES | | \$ - | \$ 154.60 | \$ 154.60 |
| 081041 | P/R DED | HIGHMARK WV | | \$ - | \$ 196,985.92 | \$ 196,985.92 |
| 081042 | P/R DED | MILLENIUUM INSURANCE GROU | | \$ - | \$ 750.00 | \$ 750.00 |
| 081043 | P/R DED | NATIONAL VISION ADMIN. | | \$ - | \$ 1,774.78 | \$ 1,774.78 |
| 081044 | P/R DED | RETIREE HLTH BENEFIT TRS | | \$ - | \$ 7,690.00 | \$ 7,690.00 |
| 081045 | 425 | RC AIR AND MOLD SOLUTION | | \$ - | \$ 445.00 | \$ 445.00 |
| 081046 | 704 | WV REGIONAL JAIL & | | \$ - | \$ 103,641.00 | \$ 103,641.00 |
| 081047 | 425 | CAPITAL TRISTATE | | \$ - | \$ 197.94 | \$ 197.94 |
| 081047 | 425 | CAPITAL TRISTATE | | \$ - | \$ 61.30 | \$ 61.30 |
| 081047 | 425 | CAPITAL TRISTATE | | \$ - | \$ 108.65 | \$ 108.65 |
| 081047 | 425 | CAPITAL TRISTATE | | \$ - | \$ 271.20 | \$ 271.20 |
| 081047 | 425 | CAPITAL TRISTATE | | \$ - | \$ 18.26 | \$ 18.26 |
| 081047 | 425 | CAPITAL TRISTATE | | \$ - | \$ 440.99 | \$ 440.99 |
| 081047 | 425 | CAPITAL TRISTATE | | \$ - | \$ 462.43 | \$ 462.43 |
| 081047 | 425 | CAPITAL TRISTATE | | \$ - | \$ 113.10 | \$ 113.10 |
| 081047 | 425 | CAPITAL TRISTATE | | \$ - | \$ 58.49 | \$ 58.49 |
| 081048 | P/R DED | LISA WALTERS | | \$ - | \$ 978.90 | \$ 978.90 |
| 081049 | 412 | EMILY MORROW | | \$ - | \$ 158.03 | \$ 158.03 |
| 081050 | 401 | XEROX CORPORATION | | \$ - | \$ 186.32 | \$ 186.32 |
| 081050 | 402 | XEROX CORPORATION | | \$ - | \$ 106.53 | \$ 106.53 |
| 081050 | 403 | XEROX CORPORATION | | \$ - | \$ 227.22 | \$ 227.22 |
| 081050 | 404 | XEROX CORPORATION | | \$ - | \$ 71.10 | \$ 71.10 |
| 081050 | 405 | XEROX CORPORATION | | \$ - | \$ 410.00 | \$ 410.00 |
| 081050 | 406 | XEROX CORPORATION | | \$ - | \$ 71.10 | \$ 71.10 |
| 081050 | 425 | XEROX CORPORATION | | \$ - | \$ 106.53 | \$ 106.53 |
| 081050 | 440 | XEROX CORPORATION | | \$ - | \$ 203.87 | \$ 203.87 |
| 081050 | 440 | XEROX CORPORATION | | \$ - | \$ 126.42 | \$ 126.42 |
| 081050 | 700 | XEROX CORPORATION | | \$ - | \$ 337.22 | \$ 337.22 |
| 081050 | 712 | XEROX CORPORATION | | \$ - | \$ 367.62 | \$ 367.62 |
| 081050 | 716 | XEROX CORPORATION | | \$ - | \$ 120.57 | \$ 120.57 |
| | | | | | | |
| TOTAL | | | | | \$ 332,636.59 | \$ 332,636.59 |

Motion by Ms. Tabb to approve the Accounts Payable for December 6, 2018 in the amount of \$332,636.59. Motion seconded and unanimously approved.

PUBLIC COMMENT

Diane Blust, resident – spoke in opposition to Rockwool Ranson.

Jan Hafer, resident – spoke regarding the wording on the agenda for the possible removal of the Confederate plaque on the face of the County Courthouse.

Ruth Hatcher, resident – spoke in opposition to Rockwool Ranson.

Ed Hannon, resident – spoke regarding his concerns about the Jefferson County Emergency Services Agency.

Catherine Jozwick, resident – spoke in opposition to Rockwool Ranson.

Mary Reed, resident – spoke in opposition to Rockwool Ranson.

David Tabb, resident – spoke in opposition to Rockwool Ranson.

Eleanor Finn, resident – thanked the Commission for considering another “Meet Your Commissioners” session in the new year.

Sara Thomsen, resident – spoke in opposition to Rockwool Ranson.

Sharon Wilt, resident – shared her concerns regarding Rockwool Ranson, the Confederate plaque, the Jefferson County Development Authority, and impact fees.

Addison Reese, resident – shared her concerns regarding JCDA board member meeting attendance.

PRESENTATIONS

1. Allen Keyser, Director, Jefferson County Emergency Services Agency – provided the Commission and the audience with an update on staffing, operations, and the JCESA budget.
2. Michelle Gordon, Finance Director
 - a. Review of FY20 Budget Charge for Departments
 - b. Discussion of Employee Performance Evaluation for a Specific Employee
 - **Motion by Mr. Compton to enter into Executive Session to discuss an employee performance evaluation. Motion seconded and unanimously approved.**
 - **Motion by Mr. Compton to come out of Executive Session. Motion seconded and unanimously approved.**
3. Roger Goodwin, Chief County Engineer – requested approval to advertise for a vacancy within the Engineering Department.

- **Motion by Ms. Noland to approve advertising to fill the position of the Office Clerk in the Department of Engineering, Planning, and Zoning at salary of \$35,000. Motion seconded and unanimously approved.**
4. The Commission recessed for break at 10:45 am.
The Commission reconvened at 11:00 am.
 5. Nathan Cochran, Assistant Prosecuting Attorney
 - Discussion of Jefferson County Civil Action #17-C-282
 - Discussion of Renewal of County Cable Franchise Agreement and related issues
 - Update on Jefferson County Circuit Court Civil Action #18-P-132
 - Update on Jefferson County Circuit Court Civil Action #18-C-158
 - Discussion of EEOC Charge #533-2018-01557
 - Discussion of Jefferson County Circuit Court Civil Action#18-C-171
 - Discussion of Jefferson County Circuit Court Civil Action#18-C-108
 - Discussion of EEOC Charge #533-2017-00706
- **Motion by Mr. Compton to enter into Executive Session to discuss an update on Jefferson County Circuit Court Civil Action #18-P-132; Jefferson County Circuit Court Civil Action #18-C-158; EEOC Charge #533-2018-01557; EEOC Charge #533-2017-00706; Jefferson County Circuit Court Civil Action#18-C-171; Jefferson County Circuit Court Civil Action #18-C-108. Motion seconded and unanimously approved.**
 - **Motion by Ms. Noland to direct counsel to respond to the lawsuit filed by Jefferson County Vision with a motion to dismiss. Motion seconded and passes on a vote of 4-1 with Commissioner Lorenzetti opposing.**

UNFINISHED BUSINESS

6. Discussion of residential and commercial impact fees – it was the consensus of the Commission to discuss residential and commercial impact fees in the new year once a meeting could be arranged with all stakeholders

NEW BUSINESS

7. Discussion of JCDA Board Member resignations and reduction of Board membership.
 - **Motion by Ms. Tabb to reduce the Jefferson County Development Authority's board membership from twenty one members to fifteen members, to be structured as follows: one representative from each**

municipality (Ranson, Charles Town, Shepherdstown, Harpers Ferry, and Bolivar), seven citizen representatives, one Labor representative , one Board of Education representative, and one County Commissioner. Motion seconded and passes on a vote of 3-2 with Commissioners Compton and Lorenzetti opposing.

8. Review of attendance of current JCDA members and possible removal of current JCDA members
9. Discuss options for tearing down and relocating the courthouse confederate plaque, which memorializes former American Veterans of Jefferson County who served in the Confederacy.
 - **Motion by Ms. Tabb to remove the Daughters of the Confederacy plaque from the face of the Jefferson County Courthouse and return it to Ms. Polly Wharton, current member of the Daughters of the Confederacy. Motion seconded and passes on a vote of 3-2 with Commissioners Compton and Hudson opposing.**
10. Jefferson County Property Safety Enforcement Agency – Fire Chief Position – it was the consensus of the Commission to request legal counsel to research whether Allen Keyser, ESA Director, could serve as the fire chief on the Property Safety Enforcement Agency.

COUNTY ADMINISTRATOR REPORTS

- IT Support Position – Ms. Grove stated she was postponing, possibly until budget season.
- Meet and Greet - it was the consensus of the Commission to schedule a Commissioner meet and greet on Monday, January 14th at South Jefferson Elementary at 6:00 pm pending the availability of the school.

The Commission adjourned at 2:36 pm on a motion by Mr. Compton. Motion was seconded and unanimously approved.

JOSHUA COMPTON, PRESIDENT

Respectfully submitted
Jessica D. Carroll
Administrative Assistant

**JEFFERSON COUNTY COMMISSION
AGENDA REQUEST FORM**

Name: Nathan Cochran

Department or Organization: Prosecuting Attorney's Office

Commission Meeting Date: June 27, 2024

Special Meeting Date (if necessary):

Subject (wording to be placed on agenda):

Report by legal counsel

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

See attached

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: Jaymee Houser

Phone Number: 304-728-3318

Email Address: jhouser@jcpawv.org

JEFFERSON COUNTY COMMISSION AGENDA REQUEST FORM

Additional Comments Page:

- a. Consider matters involving or affecting the construction, planning, purchase, sale, or lease of property for county office and/or courthouse space.
- b. Report by counsel on Magistrate Court space and related issues.
- c. Review and discussion of Intergovernmental Agreement Between the Jefferson County Commission, the Jefferson County Sheriff's Department and the Corporation of Bolivar for Public Safety Services and Intergovernmental Agreement Between the Jefferson County Commission, the Jefferson County Sheriff's Department, and the Corporation of Bolivar for Tax Collection Services
- d. Personnel issue
- e. Review and discussion of annual renewal of the cooperative law enforcement agreement with Job Corps/Forest Service

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: Jennifer Brockman, County Planner

Department or Organization: Office of Planning and Zoning

Estimation of amount of time needed for appointment:

Date Requested – 1st Choice: **06/27/2024**

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

Date Requested – 2nd Choice:

Subject (Wording to be placed on agenda):

Discussion and possible action on proposed revisions to the Bylaws of the Jefferson County Planning Commission.

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

- The Planning Commission approved the County Commission's recommended changes to the draft revised Bylaws of the Jefferson County Planning Commission as it relates to Section 2.4 (purpose of and attendance at committee meetings) and Sections 4.1, 4.2, 4.9, and 5.1 (related to the ability to hold and attend regular and special meetings via video conference). Per Section 1.4 of the Bylaws and WV Code 8A-2-11, the Bylaws may be amended at any regular meeting of the Planning Commission, and shall take effect upon adoption by the County Commission or at a date certain thereafter.

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*):

I move to approve the proposed amendments to the Bylaws of the Jefferson County Planning Commission related to Section 2.4 "Committees"; Section 4.1 "Regular Meetings"; Section 4.2 "Special Meetings"; Section 4.9 "Attendance at Regular Meeting"; and Section 5.1 "Voting".

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

If not attached, explain:

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

Contact information:

Email address:

Phone Number:

| |
|--|
| FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/RECOMMENDATION |
| |
| |

Additional Comments Page

Background of the Amendment to the Bylaws of the Jefferson County Planning Commission:

03/12/2024 - Staff provided recommended changes to the PC Bylaws for consideration. The Planning Commission made a motion to accept the proposed changes as drafted by Staff.

03/21/2024 - Staff provided an overview to the County Commission of the draft amendment to the PC Bylaws. The County Commission requested that legal counsel review the amendment and bring back to the Commission on April 4 with suggested edits to be submitted to the Planning Commission for their consideration.

04/04/2024 - County Commission accepted the changes recommended by legal counsel and sent the revised draft amendment to the PC bylaws back to the Planning Commission for their review and approval, and then to bring it back to the County Commission.

06/11/2024 - Planning Commission reviewed and approved the County Commission's changes to the draft amended bylaws.

06/27/2024 - County Commission Meeting (action pending)

Attachments:

*Draft amendment to the PC Bylaws, as approved by the PC on 06/11/2024

*Excerpts from meeting minutes of above meeting dates

BYLAWS OF THE JEFFERSON COUNTY PLANNING COMMISSION

Article I - General

Section 1.1 – References

As used throughout these Bylaws, "Planning Commission" shall refer to the Jefferson County Planning Commission, and "County Commission" shall refer to the County Commission of Jefferson County, both of Jefferson County, West Virginia. The term "item" as used herein shall refer to any matter before the Planning Commission for consideration or discussion, and shall be construed broadly.

Section 1.2 – Authority

These bylaws and its provisions are authorized by W.Va. Code § 8A-2-11, which empowers the Planning Commission, among other things, to "(2) Prescribe rules and regulations pertaining to administration, investigations and hearings[,]" provided that the same are adopted by the County Commission.

Section 1.3 – Severability

The invalidation of any provision or section of these Bylaws shall not invalidate any other provision or section of these Bylaws.

Section 1.4 – Amendments

These Bylaws may be amended at any regular meeting of the Planning Commission by a majority vote of the Planning Commission, and shall take effect upon adoption by the County Commission or at a date certain thereafter.

Article II - Organization

Section 2.1 – Membership

The Planning Commission, by ordinance previously adopted by the County Commission, shall be comprised of nine (9) members appointed by the County Commission pursuant to W.Va. Code § 8A-2-4.

Section 2.2 – Term of office

Upon appointment to the Planning Commission, a member shall serve a term of three years pursuant to W.Va. Code § 8A-2-4(g).

Section 2.3 – Powers and Duties

In addition to the powers and duties provided in these Bylaws, the Planning Commission shall have such other powers and duties as provided by law, including but not limited to W.Va. Code § 8A-2-11.

Section 2.4 – Committees

The Planning Commission may establish one or more committees to which, pursuant to W.Va. Code § 8A-2-11 (15), it may delegate limited powers. Committees shall consist of no less than three (3) members nor more than ~~five (5)~~ four (4) members of the Planning Commission, and shall not consist of a quorum of the Planning Commission. Appointments to committees shall be made by a majority vote of the Planning Commission. The purpose of the Committees is to act as a fact finding body for the use of the Planning Commission and no action is to be taken by the Committees.

Notice for all Committee meetings shall be in writing, will include the date, time, and place of the Committee meeting as well as the purpose of the meeting. The notice shall be sent to all Committee members and publicly posted at least ~~two~~ three days before the Committee meeting. A Committee meeting may be postponed or cancelled for appropriate reasons, and in such case prior notice of said postponement or cancellation shall be provided if possible.

On occasion, the Planning Commission President may call a Committee meeting to be a video conference only meeting, in which case Planning Commission members, staff, and members of the public can attend via video conference.

The Committee meetings are open to the public; however, there will be no public comment. Such Committee meetings shall be recorded, and such recordings and minutes shall be maintained and made available, upon request and in accordance with the procedures of the Planning Commission and/or its staff, to the public.

Article III - Officers

Section 3.1 – Elections

At its first regular meeting each January, the Planning Commission shall elect a President, Vice President, and Secretary.

Section 3.2 – President

The President shall preside at all public hearings and meetings held by the Planning Commission. The President may call special meetings of the Planning Commission as necessary, and is empowered to certify by signature or otherwise any official and valid action of the Planning Commission. The President shall also perform such duties and functions as may from time to time be required by the Planning Commission.

Section 3.3 – Vice President

During any absence of the President, the Vice President shall assume the duties and functions of President. The Vice President shall also perform such duties and functions as may from time to time be required by the Planning Commission.

Section 3.4 – Secretary

The Secretary shall perform such duties and functions as may from time to time be required by the Planning Commission.

Section 3.5 – Absence of President and Vice President

In the absence of both the President and Vice President, any present member may call to order a regular or special meeting of the Planning Commission, if a quorum is present, which shall thereupon immediately empower one or more of its present members to fulfill the duties and functions of President and/or Vice President during said absence.

Section 3.6 – Replacing Officers

In the event of the death, resignation, or removal of an officer of the Planning Commission, the Planning Commission shall thereupon elect one of its members to complete the unexpired term. A three-fifths majority of the total membership of the Planning Commission may, at any regular meeting, remove the President and/or the Vice President from office, provided that a new election to fill the remaining term(s) of office is immediately held.

Article IV - Meetings

Section 4.1 – Regular Meetings

The Planning Commission shall hold regular meetings on the second Tuesdays of each month at 7:00 p.m. in the ground floor meeting room of the Old Charles Town Library, at 200 East Washington Street, Charles Town, West Virginia. Prior notice shall be provided in the event that any regular meeting is held at a different location.

An additional regular meeting may be called by the President or by two or more members of the Planning Commission for a specific agenda item on the fourth Tuesday of each month at 7:00 p.m. at the location noted in this section. Such regular meeting shall be called at least seven (7) days prior to the fourth Tuesday to allow for posting of the agenda.

A regular meeting may be postponed or cancelled for appropriate reasons, and in such case prior notice of said postponement or cancellation shall be provided if possible.

On occasion, the Planning Commission President may call a regular meeting to be a video conference only meeting, in which case applicants, members of the public, Planning Commission members and staff can attend via video conference.

Section 4.2 – Special Meetings

A special meeting may be called by the President or by two or more members of the Planning Commission to be held on a different day and/or a different time than regular meetings.

Pursuant to W.Va. Code § 8A-2-7, notice for all special meetings shall be in writing, include the date, time and place of the special meeting as well as the purpose of the meeting, and be sent to all members and publicly posted at least two days before the special meeting. A special meeting may be postponed or cancelled for appropriate reasons, and in such case prior notice of said postponement or cancellation shall be provided if possible.

On occasion, the Planning Commission President may call a special meeting to be a video conference only meeting, in which case applicants, members of the public, Planning Commission members and staff can attend via video conference.

Section 4.3 – Recording of Meetings

All meetings of the Planning Commission shall be recorded, and such recordings shall be maintained and made available, upon request and in accordance with the procedures of the Planning Commission and/or its staff, to the public.

Section 4.4 – Agendas

An agenda shall be made available at least seven (7) days prior to the start of all regular ~~and special~~ meetings. Items shall be listed on the agenda in such a manner as to sufficiently identify the substance of the item and allow for a vote on the item by the Planning Commission if necessary. The Planning Commission may deviate from an agenda's order if necessary.

Section 4.5 – Quorum

In order to conduct a regular or special meeting, a quorum of the members must be present. A majority of the members of the Planning Commission shall constitute a quorum. No action of the Planning Commission shall be official or valid unless authorized by a majority of members present at a regular or special meeting.

An individual confined to home due to serious illness or injury may attend the Planning Commission meeting via telephone or other electronic media with prior approval of the President and will count towards a quorum.

Section 4.6 – Procedures for Conducting Meetings

In the absence of state law or of other procedures of the Planning Commission, Roberts Rules of Order, current edition, shall be the parliamentary authority of Planning Commission meetings.

Section 4.7 – Open Governmental Proceedings

All meetings and actions of the Planning Commission shall comply with the requirements of West Virginia's

open meetings laws, codified at W.Va. Code § 6-9A-1, et seq.

Section 4.8 – Training

All newly appointed Planning Commission members shall attend ~~a two hours~~ of training session within 90 days of their appointment to the Planning Commission. Such training may be provided by the County staff, by an APA approved or recommended organization and/or through a webinar provided by APA or another authorized organization. The focus of this initial training will be to provide an orientation to the roles, responsibilities and duties of a Planning Commission member.

Annually, all PC members shall attend ~~a two hours~~ of training session provided by County staff, by an APA approved or recommended organization and/or through a webinar provided by APA or another ~~authorized~~ organization. Staff shall make the Commissions members aware of local training opportunities and/or shall provide access to webinars to provide the Planning Commission members with a variety of training opportunities.

Planning Commission members shall be encouraged to attend local, regional, and/or national on-site or webinar planning training sessions. As the Planning and Zoning budget allows, assistance may be provided for registration for such training.

Section 4.9 - Attendance at Regular Meetings

Regular attendance of all Planning Commission members is critical to the effective functioning of the Planning Commission. Planning Commissioners shall strive to attend all Regular Meetings, either in person or via video conference, with notice. Accordingly, if a Commissioner, over ~~any consecutive~~ six month period, misses ~~six three~~ Regular Meetings with notice, or ~~four two~~ Regular Meetings without notice, the Planning Commission may forward this information to the County Commission with the request that the County Commission consider removal from the Planning Commission due to a lack of interest.

Article V – Consideration of Items

Section 5.1 – Voting

A member must be or have been physically present at a meeting to vote on any item considered at said meeting. However, on occasion Planning Commission members may attend any meeting via video conference with notice to the Planning staff ~~an individual confined to home due to serious illness or injury may attend the Planning Commission meeting via telephone with prior approval of the President~~. The individual will count towards a quorum and will have full voting privileges.

As noted in Section 4.1 and 4.2, on occasion, the Planning Commission President may also call a regular or special meeting to be a video conference only meeting in which case applicants, members of the public, Planning Commission members and staff can attend via video conference.

Voting via proxy is not permitted. Abstention shall not be permitted by a member who is otherwise entitled to vote on an item.

Section 5.2 – Recusal

A member may recuse himself/herself in relation to an item for the reasons set forth herein, in which case such member shall not participate in discussion, consideration or vote on said item. Valid reasons for recusal include (1) having a personal interest in an item, (2) having a contractual, employment, or other relationship with a party involved with an item, (3) being unable to impartially consider an item, or (4) having been absent from part or all of the discussion or consideration of an item. A member recusing himself or herself shall thereupon state the reason for such recusal and leave the meeting, remaining absent for the duration of consideration and/or discussion of the item.

Section 5.3 – Ex Parte Communications

For purposes of these Bylaws, ex parte communications consist of communications regarding the substance of an item that is or will be before the Planning Commission for consideration and/or discussion, when such communications are between one or more members of the Planning Commission and one or more individuals involved with the item. No member of the Planning Commission shall voluntarily and knowingly engage in ex parte communications without the authority of the Planning Commission. In the event that a member of the Planning Commission has engaged in or receives any ex parte communication, said member shall bring the same to the attention of the Planning Commission. Communications with third parties regarding procedural aspects of items do not constitute ex parte communications in the context of these Bylaws.

Section 5.4 – Ex-Officio Member Voting

A member who is also a member of the County Commission is a full voting member of the Planning Commission. However, any such ex-officio member may elect not to vote as a member of the Planning Commission on items which will subsequently require action or consideration by the County Commission.

An ex-officio member may remain at the meeting and participate in discussion on an item on which they elected not to vote under this section.

- 8. Waiver Request** from Section 20.201A.2, which requires all lots in Minor Subdivision to have motor vehicle access via a 50' access easement. The applicant is proposing to utilize an existing 30' access easement instead of the required 50' access easement. Property Owner/Applicant: Susquehanna Properties LLC; Property Location: 21 Bella CT, Charles Town, WV 25414; Parcel ID: 02001700190000; Size: 0.879 acres; Zoning District: Residential/Light Industrial/Commercial (File: 24-9-PCW).

Mrs. Brockman provided an overview of the staff report stating that the applicant is requesting to utilize an existing 30' access easement for a two lot subdivision, instead of the required 50' access easement.

The applicant Doug Porter, owner of Susquehanna Properties LLC, explained the nature of the request to the Planning Commission.

Mrs. Brockman provided staff recommendations.

Mr. Hefestay made a motion to approve the request, with staff recommendations. Mr. Stolipher seconded the motion, which carried unanimously.

- 9. Discussion and Possible Action:** Draft amendments to the Bylaws of the Jefferson County Planning Commission for discussion and possible action:

- a. Section 2.4 "Committees" related to public notice and records for Planning Commission Committee and Subcommittee meetings.
- b. Section 5.1 "Voting" related to the use of a video conferencing program for regular and special meetings.

Mrs. Brockman discussed the Bylaws of the Jefferson County Planning Commission and provided the proposed changes related to opening Planning Commission committee meetings to members to the public and clarifying attendance to meetings held via video conferencing as requested by the Planning Commission.

Mr. Fisher made a motion to approve the proposed changes. Mr. Hefestay seconded the motion, which carried unanimously.

- 10. Discussion and Possible Action:** Draft amendment to Section 24.300 of the Subdivision Regulations related to allowing public comment on waiver applications under consideration by the Planning Commission.

Mrs. Brockman discussed the draft proposed amendment to Section 24.300 of the Subdivision Regulations regarding holding Public Hearings for waiver applications as requested by the Planning Commission. Mrs. Brockman also stated to the Planning Commission that they can schedule a public hearing on the Text Amendment at the next meeting.

Mr. Louthan made a motion to proceed with a Public Hearing on the proposed Subdivision Regulation Text Amendment at the April Planning Commission meeting.. Mr. Hefestay seconded the motion, which carried unanimously.

- 11. Reports from Legal Counsel**

- a. Discuss and review Jefferson County Circuit Court Civil Action No. 2021-C-109 (RE: PC File #21-2-Z – Jefferson Orchards Rezoning).
- b. Review and discuss 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, and WV

001717 434301. Funds will be allocated from the Coal Severance Funds. The motion was seconded by Mr. Majdi. The motion was approved unanimously.

8. Jennifer Brockman-chief county planner, Jefferson County Department of Engineering, Planning, and Zoning- proposed revision to the bylaw of the Jefferson County Planning Commission requests.

Mr. Majdi motioned to have legal review the current bylaws and bring them back to the April 4, 2024, Commission meeting and have suggested edits be submitted to the Jefferson County Planning Commission for consideration. The motion was seconded by Mr. Stolipher. The motion was approved unanimously.

9. Mike Sine, director, Emergency Service Agency-

- a) Approval of support letters for the Regional Fire, EMS, and Law Enforcement training facility

Mr. Stolipher motioned to approve the support letters for the Regional Fire, EMS, and Law Enforcement training facility and for the President of the Commission to sign the associated documents. The motion was seconded by Mrs. Krouse. The motion was approved unanimously.

- b) Ambulance transport billing

Ms. Jackson motioned to authorize the Emergency Service Agency to bill for the emergency dispatch services for patients who receive treatment but refuse to be transported. The motion was seconded by Mr. Stolipher. The motion was approved unanimously.

10. Nathan Cochran-Assistant Prosecuting Attorney

- a) Discussion of minor boundary issues between Berkeley and Jefferson Counties
- b) Consider matters involving or affecting the construction, planning, purchase, sale, or lease of property.

Mrs. Krouse moved to enter into executive session to receive legal advice and status updates on item 10a. The motion seconded was by Mr. Majdi. The motion was approved unanimously.

Mr. Stolipher moved to exit executive session and reconvene in regular session. The motion was seconded by Mrs. Krouse. The motion was approved unanimously.

UNFINISHED BUSINESS

9. Tax Increment Financing Proposal- Hill Top House

To consider and act upon a proposed Resolution regarding the approval of (1) a Tax Increment Financing Application (the “TIF Application”) 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”) and the adoption of a project plan for the Property TIF District to be designated as “Project Plan No. 1”; and (ii) submission of the TIF Application to the West Virginia Department of Economic Development for approval

Mr. Majdi motioned to approve the resolution regarding the property tax increment financing application to officially submit a materially complete TIF application with consultation with outside counsel hired by the County Commission, TIF application to the West Virginia Department of Economic Development with updated figures for the based assessed value.

The motion was seconded by Mr. Stolipher. The motion passed 3-2 with Commissioner Majdi, Commissioner Stolipher, and Commissioner Tabb voting in favor of the motion, and Commissioner Jackson and Commissioner Krouse opposing it.

Presentation and possible action on proposed revisions to the Bylaws of the Jefferson County Planning Commission (carried over from 3/21/24)

Mr. Stolipher motioned to take our counselor changes, send it to send it to the Planning Commission for review and approval, and then bring it back here, to this board. The motion passes on a 3-2 with Commissioner Stolipher, Commissioner Tabb, and Commissioner Majdi voting for, and Commissioner Krouse and Commissioner Jackson opposing.

NEW BUSINESS

10. Scheduling of Interviews for County Administrator position

Mr. Stolipher motioned to hold interviews for the County Administrator position on April 22, 2024, at 9:30 am. Applications will be provided to the Commissioner by end of business on April 5, 2024. Each Commissioner will provide two (2) names to be interviewed. The motion was seconded by Mrs. Krouse. The motion passed on a 4-1 vote. Commissioner Stolipher, Commissioner Tabb, Commissioner Jackson, and Commission Krouse are in favor, and Commission Majdi is opposing.

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: Edwina Benites-LM

Department or Organization: County Administration

Estimation of amount of time needed for appointment: 15 minutes

Date Requested – 1st Choice: **June 27, 2024**

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

Date Requested – 2nd Choice:

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

- **Commissioner Appointments (see attached)**
- **Hill Top House TIF (see attached)**
- **Letter of Support- Parks and Recreation (see attached)**
- **Letter of Support- Shepherdstown TAP grant (see attached)**
- **West Virginia Department of Environmental Protection Permit #WV0116025 (see attached)**
- **Fire Services Study (see attached)**
- **Appointment Policy (see attached)**
- **ARPA (see attached)**

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

Is this a funding request? Y/N NO

If so, how much? \$

Provide exact financial impact/request:

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

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

If not attached, explain:

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

Contact information:

Email address:

Phone Number:

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/RECOMMENDATION



JEFFERSON COUNTY COMMISSION

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

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

Web: www.jeffersoncountywv.org

PRESIDENT

Steve Stolipher

VICE PRESIDENT

Jane Tabb

COMMISSIONER

James Cook

COMMISSIONER

Pasha Majdi

COMMISSIONER

Kelvin Upson

To: Commissioner James Cook
Commissioner Pasha Majdi
Commissioner Steve Stolipher
Commissioner Jane Tabb
Commissioner Kelvin Upson

From: Edwina Benites-LM, county administrator

Date: June 20, 2024

Re: County Administrator Report, June 27, 2024

Commissioner Appointments:

After reviewing the boards, commissions, and appointments' schedules, Commissioner Cook asked that the Jefferson County Convention and Visitors Bureau seat be reassigned.

Suggested motion: Motion to approve the boards and commissions appointments as presented.

Attachment A

Hill Top House TIF:

The West Virginia Department of Economic Development approved the TIF (tax increment financing) application for the County Commission of Jefferson County Redevelopment District No. 1- Hill Top House Hotel.

The next steps are to consider a resolution establishing the district and establish the TIF fund. I've reached out to our attorney on this issue for additional guidance.

Attachment B

Letter of Support- Parks and Recreation

The Hagerstown/ Eastern Panhandle MPO requested that we share a letter of support for the Sam Michaels Park Recreation Trail Improvements Project. The letter of support does not obligate the County to any matching funds. I signed and sent the attached letter.

Attachment C

Letter of Support- Shepherdstown TAP grant

The Jefferson County Commission was asked to provide a letter of support for Shepherdstown's Transportation Alternatives Grant. It requires no match on behalf of the Commission.

Suggested motion: Motion to sign and send the letter of support as presented for the Shepherdstown TAP grant.

Attachment DWest Virginia Department of Environmental Protection Permit No: WV0116025

Overview and discussion of next steps.

Fire Services Study

At the last Commission meeting, the Commission approved a motion to publish a request for funding proposals to study the future of fire service needs in the County similar to the study conducted to understand the future of emergency services.

I reached out to the consultant who conducted the emergency services study to ascertain an estimate on conducting the study.

Suggested motion: Motion to approve up to \$40,000 to study future fire service needs with funds to be allocated for this purpose from the Coal Severance account.

Appointment Policy

Several commissioners have approached me about drafting a policy to more clearly define how membership to boards, commissions, etc. is considered. Commissioners appear to be interested in the following:

- Online and Alert posting regarding solicitations
- Requirements and checks regarding background (debarment and criminal activity)
- Voter registration to confirm residency
- Required ethics and Open Meetings Act training

Suggested motion: Motion to direct the county administrator to coordinate with legal staff to draft an appointment policy.

ARPA

There is roughly \$30,000 remaining to be allocated in ARPA funds. At the last meeting, the Commission decided to consider distributing the remainder of the funds.

Originally, the Commission received ARPA requests through an online portal. That portal has been closed for some time. To provide the Commission with the best available information, I recommend that the Commission provide a uniform opportunity for the public to submit projects not already submitted through the portal.

I suggest that the Commission publish how ARPA funds can be used and solicit responses from the community- to include project name, project applicant, project summary, desired funding, and any match contributing to the project.

Suggested motion: Move to notify the public of open solicitations for the remaining ARPA funds.

2023-2024
 Jefferson County Commission
 Assignments to Boards, Commissions, and Organizations
 as of June 6, 2024

| Organization | 2023 | 2024 |
|--|-------------------|-------------------|
| Approval of Bills | Tabb/Krouse | Tabb/Upson |
| Board of Health – BOH | Krouse | Cook |
| Building Repair & Security Courthouse Committee | Krouse | Cook |
| Charles Town Utility Board Liaison - CTUB | Jackson | Upson |
| Community Corrections Committee – Day Report Center | Jackson | Upson |
| Development Authority – JCDA | Stolipher | Majdi |
| E911 Council | Tabb | Tabb |
| Extension Service | Tabb | Tabb |
| Farmland Protection Board – JCFPB | Tabb | Tabb |
| Jefferson County Convention & Visitors Bureau - JCCVB | Stolipher | Stolipher |
| Jefferson County Fire & Rescue Association - JCFRA | Jackson/Krouse | Cook |
| Historic Landmarks Commission – JCHLC | Krouse | Cook |
| Homeland Security/LEPC | Jackson | Upson |
| Legislative Liaison | Co. Administrator | Co. Administrator |
| Jefferson County Parks and Recreation Commission | Krouse | Upson |
| Jefferson County Planning Commission | Stolipher | Stolipher |
| Region 9 | Stolipher | Stolipher |
| Solid Waste Authority | Stolipher | Majdi |
| Hagerstown-Eastern Panhandle Metropolitan Planning Organization (HEPMPO) | Stolipher | Stolipher |
| Eastern Panhandle Transit Authority (EPTA) | Tabb | Tabb |
| Workforce Development Board | Jackson | Majdi |

June 7, 2024

The Honorable Steve Stolipher
President
Jefferson County Commission
124 East Washington Street
Charles Town, WV 25414

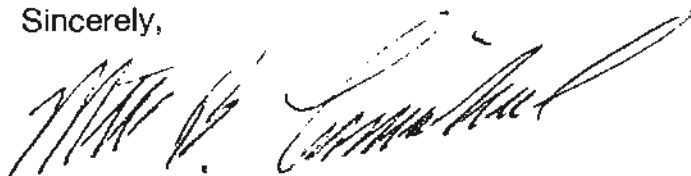
Dear Mr. Stolipher,

This correspondence serves as official notice pursuant to WV Code 7-11B-7 and 7-11B-8, the West Virginia Department of Economic Development (WVDED) has reviewed the tax increment financing application for the Jefferson County Redevelopment District No. 1 - Hill Top House Hotel.

The WVDED has found the application complete and thereby approved per the project plans with bond financing not to exceed \$30,000,000. These funds will be used to make the capital improvements within or which serve the TIF District including the design, permitting, acquisition, construction and equipping of the site, infrastructure and other improvements, both public and private, that will support and facilitate development within, or for the benefit of, the TIF district as outlined in Section II of the application.

Thank you for your cooperation regarding this process. If you have any questions, please do not hesitate to contact Mr. Todd E. Hooker at (304) 558-2234.

Sincerely,



Mitch Carmichael
Cabinet Secretary



JEFFERSON COUNTY COMMISSION

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

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PRESIDENT

Steve Stolipher

VICE PRESIDENT

Jane Tabb

COMMISSIONER

James Cook

COMMISSIONER

Pasha Majidi

COMMISSIONER

Kevin Upson

June 6, 2024

The Honorable Jimmy Wriston

Secretary

West Virginia Department of Transportation

1900 Kanawha Boulevard East

Charleston, West Virginia 25305

Dear Secretary Wriston,

On behalf of the Jefferson County Commission, I am writing to support the Sam Michaels Park Recreation Trail Improvements Recreational Trails Program (RTP) application. It is my understanding that funding will be used for demolition, design and construction of a one-mile paved walking trail in the park to allow community members and visitors to safely and comfortably use the facility. The state of the current trail has quality and condition issues, making it unsafe and ADA non-compliant due to its narrow width and degradation.

Sam Michaels Park is the largest and most diversified park in Jefferson County, WV, encompassing an area of 136.6 acres. The park, having the greatest mix of passive and active recreational facilities, hosts the majority of organized programs within the county's Parks and Recreation program, is home to the 18,900 square foot Jefferson County Community Center and is the hub of the county's Parks and Recreation services operations. This project would help complete phase two of the Sam Michaels Park Master Plan and is also supported by the 2026 Jefferson County Parks and Recreation Master Plan and the Envision Jefferson 2035 Comprehensive Plan.

This critical facility improvement will help enhance the health and safety of all those who enjoy the park. Parks and Recreation fulfills a vitally important community need by facilitating social engagement that forms a strong sense of community identity. Again, the Jefferson County Commission strongly supports this essential transportation project to Sam Michaels Park.

Respectfully,

Edwina Benites-LM

County Administrator



JEFFERSON COUNTY COMMISSION

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PRESIDENT

Steve Stolipher

June 6, 2024

VICE PRESIDENT

Jane Tabb

The Honorable Jimmy Wriston

COMMISSIONER

James Cook

Secretary

West Virginia Department of Transportation

COMMISSIONER

Pasha Majdi

1900 Kanawha Boulevard East

Charleston, West Virginia 25305

COMMISSIONER

Kelvin Upson

Re: Transportation Alternative Program Grant Application -- N. Princess Street

Dear Secretary Wriston,

On behalf of the Jefferson County Commission please accept this letter as support for the Corporation of Shepherdstown Transportation Alternative Program Grant Application to the West Virginia Division of Highways for funding to cover design costs for this project.

This proposed project would advance connectivity in the Corporation of Shepherdstown to the Potomac River Public Stream Access and Riverfront Park. Located next to the Shepherd University campus, N. Princess St. is the only pedestrian corridor access point to the Potomac River in town. Installing an ADA-compliant sidewalk would improve accessibility for the community and tourists, improving walkability/multi-modal transportation to a desired recreation site.

Sincerely,

Stephen Stolipher
President



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

PRESS RELEASE
FOR IMMEDIATE RELEASE

Commission Seeks Applicants for Volunteer Boards

CONTACT INFORMATION:

Edwina Benites, County Administrator
Phone: 304-728-3284
Email: ebenites@jeffersoncountywv.org

CHARLES TOWN, WV (June 7, 2024)

The Jefferson County Commission proposes to name persons to serve on the following Authorities, Boards, Commissions, or Committees on Thursday, July 18, 2024, or as soon thereafter as the Commission may decide:

- **South Jefferson Library Committee: one (1) five-year term ending June 30, 2029**
- **Bolivar-Harpers Ferry Public Library Board: one (1) five-year term ending June 30, 2029.**
- **Bolivar-Harpers Ferry Public Service District Board: one six-year term ending June 30, 2030.**
- **Jefferson County Solid Waste Authority: one (1) four-year term ending June 30, 2028.**
- **Jefferson County Parks and Recreation Commission: four (4) three-year terms ending June 30, 2027.**
- **Region 9 – Eastern Panhandle Regional Planning and Development Council: one (1) two-year term ending June 30, 2026.**

Persons who may be interested in the above listed agency should submit a letter of interest and a resume or statement of qualifications to Edwina Benites, County Administrator at ebenites@jeffersoncountywv.org or via US mail at P.O. Box 250, Charles Town, WV 25414, no later than 12:00 p.m. the Monday prior to the proposed date of appointment.

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

###



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

PRESS RELEASE

FOR IMMEDIATE RELEASE

Commission Seeks Applicants for Jefferson County Board of Health

CONTACT INFORMATION:

Edwina Benites, County Administrator

Phone: 304-728-3284

Email: ebenites@jeffersoncountywv.org

CHARLES TOWN, WV (June 7, 2024)

The Jefferson County Commission proposes to name persons to serve on the following Authorities, Boards, Commissions, or Committees on Thursday, July 18, 2024 or as soon thereafter as the Commission may decide:

- **Jefferson County Board of Health: one (1) five-year term ending June 30, 2029**

§ 16-2-7. Appointment to and Composition of County Boards of Health; Qualifications; Number of Appointees: A county board of health is composed of five members selected and appointed by vote of the county commission. Each member appointed to the county board of health shall be a resident of the county. No more than two members who reside in the same magisterial district may be appointed and no more than two members may be appointed who are personally licensed or certified in, engaged in, or actively participating in the same business, profession or occupation. No more than three members of a county board of health may belong to the same political party.

Currently seeking qualified applicants who reside in the following districts: Charles Town District, Kabetown, Shepherdstown, Harpers Ferry, and Middleway. Applicants may be from any political party or non-party affiliated.

Persons who may be interested in the above listed agency should submit a letter of interest and a resume or statement of qualifications to Edwina Benites, County Administrator at ebenites@jeffersoncountywv.org or via US mail at P.O. Box 250, Charles Town, WV 25414, no later than 12:00 p.m. the Monday prior to the proposed date of appointment.

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

###

Jessica Carroll

From: Christine Marshall <balmertmarshall@icloud.com>
Sent: Wednesday, June 5, 2024 1:56 PM
To: Jane Tabb Commissioner; R James Cook; Pasha Majdi; Kelvin Upson; Steve Stolipher; JCCInfo; Sorayda Pitts; Edwina Benites
Subject: Public Hearing - June 27, 2024 - Changes to Subdivision Regulations Regarding "Waivers"

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

Good Day Jefferson County Commissioners,

Thank you for allowing citizens to make public comment regarding the proposed amendment to the Subdivision Ordinances regarding the "Waiver Process". Please accept my comments for the scheduled Public Hearing. To aid you in understanding my comments, I have included the text from the April 9, 2024 Planning Commission meeting, which is the text of the ordinance with proposed amendment. See bottom of page.

First let me say that I fully support Public Hearings as part of the process when considering "Waivers" of the Jefferson County Subdivision and Land Development Regulations and am glad to see a return of that once common practice.

Comments for Consideration on an Amendment to Subdivision Regulations - Division 24.300 - Waivers -

A - Applicant -

I support the current language.

B - Application - Please note the number of days required to submit an application before a scheduled Planning Commission meeting.

C - Public Notice -

Please include a requirement for a 14 day notice to be published in the newspaper before the scheduled Public Hearing in addition to notifying the adjacent neighbors and posting the property. The reason I give is that requested waivers, at times are of large significance (for example: waivers of site plans or road design/engineering) such that they have the potential to affect the greater community and that community should have adequate notice of the waiver of the regulations prior to the comment period.

D - Public Hearing -

I support the proposed language.

E - Action -

Please consider the 30 day decision making process to begin not before the property is publicly posted with the announcement of the requested waiver.

F - Conditions of Approval -

I support the current language.

G - Recording Waivers on Plats or Plans -
I support the current language.

Thank you for your consideration,

Christine Marshall

Excerpt from the April 9, 2024 Planning Commission Agenda Packet below. Text in red denotes changes to ordinance by Planning Zoning and Engineering staff and was approved by the Planning Commission.

At their March 12, 2024, the Planning Commission scheduled a Public Hearing on the following proposed amendment to the Subdivision Regulations to open up waiver applications to public comment. The Planning Commission will need to forward the final amendment language to the County Commission for their own Public Hearing and adoption.

Note that WV Code 8A-4-2(a)(13) only states “(13) The process for granting waivers from the minimum standards of the subdivision and land development ordinance;” and does not include the criteria or process noted below:

“Division 24.300 Waivers

Waivers from the minimum standards in these Regulations may be granted by the Planning Commission only when the Planning Commission finds that granting a waiver will be consistent with all of the following criteria:

- (1) that the design of the project will provide public benefit in the form of reduction in County maintenance costs, greater open space, parkland consistent with the County parks plan, or benefits of a similar nature;
- (2) that the waiver, if granted, will not adversely affect the public health, safety or welfare, or the rights of adjacent property owners or residents;
- (3) that the waiver, if granted, will be in keeping with the intent and purpose of these Regulations; and
- (4) that the waiver if granted will result in a project of better quality and/or character.

Process and procedural waivers shall be reviewed and found consistent with the above criteria prior to approval.

A. Applicant. An application for a waiver may be made by anyone with a financial interest in a property. The owner is responsible for providing all information and justification for the waiver request.

B. Application. An application for a waiver shall be filed with the Planning Commission. An application for the waiver shall be submitted, along with the required fee, on the appropriate form. In addition to that basic information, the following information shall be submitted to support the application:

1. Plat or plan of the property depicting parcel information, proposed layout, and, where applicable, all proposed modifications;
2. A description of the physical features of the property, total acreage, present use, the use of the property at the time of the adoption of these Regulations, and any known prior uses;
3. A description of the specific portions of these Regulations for which relief is being sought;
4. A narrative describing how the proposed waiver will improve the public benefits; and
5. An accurate list of all properties and owners’ addresses adjoining the subject property.

C. Public Notice. The applicant shall post the property fourteen (14) days prior to the scheduled ~~meeting~~ Public Hearing. The adjoining property owners shall be noticed by staff via mailed letter fourteen (14) days prior to the scheduled ~~meeting~~ Public Hearing.

D. On the date of the scheduled Public Hearing, the Planning Commission shall conduct a public hearing to receive public comments, concerns, and inputs on the proposed waiver to the Subdivision Regulations. The scope of this public hearing shall be limited to whether the application meets the criteria to modify the requirements of these Regulations and may be approved with conditions.

E. Action. The Planning Commission shall make a decision within 30 days of the receipt of the request for waiver.

F. Conditions of Approval. In granting a waiver, the Planning Commission may prescribe any conditions and safeguards that it finds are appropriate and in conformity with these Regulations.

G. All waivers and/or conditions of approval associated with the waiver shall be documented on all subsequent plats or plans.”

If the Planning Commission chooses to move forward with this proposed text amendment, a Public Hearing will be required before both the Planning commission and the County Commission.

Jessica Carroll

From: Bill G <wkgille@gmail.com>
Sent: Wednesday, June 5, 2024 10:47 PM
To: Jessica James
Subject: Re: Notice of Term Expiration - Harpers Ferry Bolivar Public Library Board

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

Ms. James,

Thank you for this reminder. It will be my pleasure to continue to serve on the Board until a new Board member has been appointed by the Commission.

I believe there are interested candidates and thus I will not be seeking to serve another term at this time.

Best regards,

Bill Gillette

On Wed, Jun 5, 2024 at 3:36 PM Jessica James <jjames@jeffersoncountywv.org> wrote:

Mr. Gillette,

Good Afternoon - please see attached and let me know if you have any questions.

Thank you,

Jessica

Jessica James

Assistant Deputy County Administrator

Jefferson County Commission

PO BOX 250

Charles Town, WV 25414

(p) – 304-728-3282

Jessica Carroll

From: WebmastervJCC <webmaster@jeffersoncountywv.org>
Sent: Monday, May 13, 2024 10:35 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: 05/13/2024 10:35 AM
Response #: 3503
Submitter ID: 9213
IP address: 174.196.135.200
Time to complete: 11 min. , 9 sec.

Survey Details

Page 1

1. Name

Alyssa Liverette

2. Email

liverettea@gmail.com

3. Questions or Concerns

I'm sitting in Jefferson WVU medical hospital and the waiting room is packed. Not a single person has gone back in the hour I've been here but people keep coming in. How is this hospital supposed to meet the demands of the thousands of houses you have brought into this county? I have emailed you before, and I will bring it up again. This lack of planning is negligent. You are putting our healthcare system at such significant risk for catastrophic failure. You have put our community at such a disadvantage to receive adequate healthcare services. I understand there are waits in the ER, but I'm sitting next to at least a dozen people who severely need care. You are letting them suffer, for what? Is there any money going into building up this hospital or the schools?

Do better for your community!

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

No

Thank you,
Jefferson County Commission, WV

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

June 6, 2024

Jefferson County Planning Commission
116 E Washington St
Charles Town, WV 25414
Via Electronic Mail

Regarding: Residential and Commercial Preferred Growth Area designation on Future Land Use Map South of Shepherdstown

Dear Planning Commission Members,

We are farmers and property owners that will be directly affected by the new preferred growth area designation and change from rural to commercial or residential designation on the future land use map south of Shepherdstown (Flowing Springs Road, Trough Road, Gardners Lane and Shepherdstown Pike). We are concerned that this residential and commercial preferred growth area designation will lead to development that will be inconsistent with the surrounding uses, limit the viable use of our own land for rural and agricultural uses, overtax the current infrastructure, and negatively impact the natural resources on which we rely. **We respectfully request that you remove this preferred growth area, and revert the designation back to “Rural/Agricultural” from “Residential or Commercial” on the Future Land Use Map.**

A majority of the land included in and surrounding this designation change is in active agriculture. If even one landowner within the area of designation change takes advantage of this new designation, seeks residential growth or general commercial zoning, and develops their land, this will have a marked negative impact on the viability of the agricultural activities on the other properties in the area. Such development would lead to a large increase in through traffic on the rural roads in the area. This traffic would strain our ability to conduct agricultural activities such as maintaining fencing, moving farm equipment, planting, harvesting, keeping fields clear of waste and debris, protecting our livestock, and dealing with the inevitable loose animals just to name a few.

Such development will also need water and sewer which is not yet available in this area. If this development is served by a groundwater-based utility, will this strain the aquifer and reduce the groundwater availability, reducing the aquifer levels the agricultural activities are reliant on, creating a hardship on property owners in the area? Regardless of which utility will provide the sewer and water service the infrastructure will likely have to traverse other properties in the area to reach such development. This too has the potential to create hardship for surrounding property owners.

The zones that this designation change would provide for have very shallow setbacks, and this has the real potential to have deleterious impacts on the viable uses of the adjacent rural zoned land. For example, houses in the residential growth zone only require a 20-foot setback (rear) from the property line. Jefferson County ordinance does not allow discharge of a firearm within 500 feet of a dwelling. With this designation, a developer could place housing units along the length of an adjoining property line removing the ability of the adjoining rural landowner to use a 475-foot swath

of their land for any purpose that requires the discharge of a gun (hunting, predator management, etc.). The rural zoned property owners may find it difficult to engage in activities that cause noxious smells, sights, or sounds on portions of their land that adjoin the newly developed land including but not limited to fertilizing, composting, and deploying livestock protection animals (dogs that bark frequently). Depending on the shape of the property line or the number of properties developed into this type of housing, the amount of land lost to these activities on adjoining rural zoned properties could be very significant.


This will be the only preferred growth area that does not adjoin a village, municipality, or major four lane road (Route 340 or Route 9). Instead, the area subject to this new designation is surrounded by land designated for rural uses, which create significant separation between the subject properties and from any municipality, village or four lane road. Therefore, instead of creating sensible growth as expansions of current municipalities and villages, which allows for multimodal transportation of adequate size, efficient use of public resources and funds (WVDOH, utilities, police, fire, EMS, etc.), and improves accessibility of goods and services, this will create an island of commercial and residential development twice the size of Shepherdstown in a sea of rural properties. This will stretch public services thin, drive-up costs, make it difficult to maintain viable agricultural operations in the area, threaten property values, and reduce current landowners' enjoyment of their rural properties.

For these reasons and others, we respectfully request that you remove this preferred growth area and revert the designation back to "Rural/Agricultural" from "Residential or Commercial" on the Future Land Use Map. Thank you for your consideration of this request and for your attention to these important matters.

Best regards,



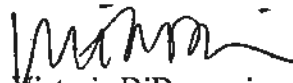
Peter Chadwick
Property Owner within PGA designation



Thomas DiDomenico
Property Owner within PGA designation



Marc A Wilson
Property Owner within PGA designation



Victoria DiDomenico
Property Owner within PGA designation



Linda A Wilson
Property Owner within PGA designation



Tammy L. Miller
Property Owner within PGA designation



John C. Allen Jr.
Owner Alquip, LLC
Property Owner within PGA designation



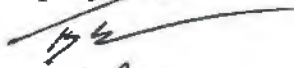
Ralph Richard Conard, General Partner
John R. Conard Family Limited Partnership
Property Owner within new designation



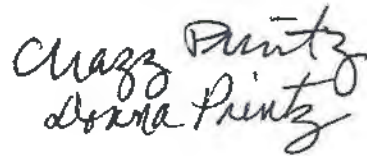
David Young
Property Owner within PGA designation



Dr. O. Colin Stine
Elmwood Fields & Forests LLC
Property Owner adjoining PGA designation



Brittany D Johnson and Tyler Emery
Property Owner within PGA designation



Chazz Printz and Donna Printz
Aspen Pool Farm LLC
Property Owner adjoining PGA designation

Jon R. Veach
Property Owner within PGA designation



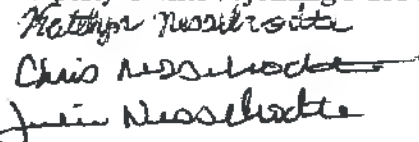
Carrie A. Krest
Property Owner adjoining PGA designation

Frank & Lara Henderson
Property Owner within PGA designation



Brian E. Hagberg
Property Owner adjoining PGA designation

Olivia Bromley
Property Owner within PGA designation



Julie Nesselrodte and Katelyn and Chis Nesselrodte
Property Owner adjoining PGA designation

Allison Bromley
Property Owner within PGA designation



Merl Nesselrodte
Property Owner adjoining PGA designation

David M Renaud

David Renaud, Juanita Renaud and Cameron Renaud

Property Owner adjacent to PGA designation

Mark A. Renaud
Jennifer L. Bergerly-Renaud

Isabella Renaud

Mark Renaud, Jennifer Renaud and Isabella Renaud

Property Owner Adjacent to PGA designation

Keith M Currence - S

Jissa Currence -

Keith and Aissa Currence

Property Owner adjacent to PGA designation

Linda C. Renaud

Linda C. Renaud

Black Farm

Property Owner adjoining PGA designation

Blane and Teresa Meadows

Blane and Teresa Meadows

Property Owner adjoining PGA designation

Steve and Dawn Diehl

Property Owner adjacent to PGA designation

Mike and Laurie Koontz

Property Owner adjacent to PGA designation

Dr. Craig and Gretchen Meadows

Property Owner adjacent to PGA designation

Impact Fee Status Report

May 2024

Office of Impact Fees

Summary

Date Range: Wednesday 1 through Friday 31 May 2024

Report Date: 3 June 2024

Process Number Range: 2400405 - 2400508

Total Applications: 104

Total Non-Exempt: 104

Of which:

Commercial: 2

Residential: 102

Of which:

County: 43

Municipal: 59

Total Exempt: 0

Of which:

Commercial: 0

Residential: 0

Of which:

County: 0

Municipal: 0

Tables 1 through 7 summarize impact fee processing for May 2024. Table 8 represents account totals, pending the transfer of fees collected as shown in Table 1, including General Impact Fee Account (3111776) interest which is listed in Table 2.

Table 1. Form 100 Tallies

| | Exempt | Commercial | Residential | Total |
|------------------------|--------|------------|--------------|---------------------|
| 1 – 31 May 2024 | 0 | 2 | 102 | 104 |
| Fees collected | | \$0.00 | \$159,503.00 | \$159,503.00 |
| <i>Of which</i> | | | | |
| School Impact Fee | | | \$102.00 | \$102.00 |
| Law Enforcement Fee | | \$0.00 | \$27,348.00 | \$27,348.00 |
| Parks & Recreation Fee | | | \$114,274.00 | \$114,274.00 |
| EMS Fee | | \$0.00 | \$12,026.00 | \$12,026.00 |
| Admin. Facilities Fee | | \$0.00 | \$5,753.00 | \$5,753.00 |

Table 6. Financial Data –EMS Impact Fee Account (3122816)

| Description | Amount |
|---|--------------------|
| Opening Balance (1 May 2024) | \$45,907.58 |
| April Transactions (deposits via transfer on 13 May 2024) | \$10,614.56 |
| Interest Earned (31 May 2024) | \$33.39 |
| Ending Balance (31 May 2024) | \$56,555.53 |

Table 7. Financial Data - Admin. Facilities Impact Fee Account (33182570)

| Description | Amount |
|---|--------------------|
| Opening Balance (1 May 2024) | \$76,006.96 |
| April Transactions (deposits via transfer on 13 May 2024) | \$5,020.27 |
| Interest Earned (31 May 2024) | \$20.15 |
| Ending Balance (31 May 2024) | \$81,047.38 |

Table 8. Total Impact Fees as of 1 May 2024/1

| Description | Amount |
|---------------------------------------|-----------------------|
| Office of Impact Fees General Account | \$159,587.62 |
| School Impact Fee Account | \$2,011,600.55 |
| Law Enforcement Fee Account | \$642,474.09 |
| Parks & Recreation Impact Fee Account | \$1,680,632.77 |
| EMS Impact Fee Account | \$56,555.53 |
| Administrative Facilities Account | \$81,047.38 |
| Total Impact Fees | \$4,631,897.94 |

/1 These values represent both impact fees collected and interest earned. The general account includes the outstanding credits listed in table 2 and outstanding debits, if any, listed in tables 3-7.

Form 100 Transaction Summary

Jefferson County Government – Office of Impact Fees

Impact Fee Applications Processed between dates Wednesday 1 through Friday 31 May2024

| Process Number | Date | Last Name | First Name | Tax District | Deed Book | Deed Page | Tax Map | Parcel | Impact Fees Collected | Date | Exemption Reason |
|---------------------|------|-----------|------------|--------------|-----------|-----------|---------|--------|-----------------------|------|------------------|
| Exempt Applications | | | | | | | | | | | |

Category Count: 0

Category Total

\$0.00

| Non-Exempt Applications | | | | | | | | | | | |
|-------------------------|------------|-------------------|--|------------------|------|-----|-----|-----|------------|------------|-----|
| 2400405 | 05/02/2024 | Maronda Homes | | 08 Ranson Corp | 1297 | 595 | 9 | 8 | \$1,308.00 | 05/02/2024 | N/A |
| 2400406 | 05/02/2024 | Dan Ryan Builder | | 03 Charles Town | 1263 | 99 | 11C | 79 | \$1,308.00 | 05/02/2024 | N/A |
| 2400407 | 05/02/2024 | Double R&L | | 08 Ranson Corp | 1273 | 30 | 1 | 32 | \$1,160.00 | 05/02/2024 | N/A |
| 2400408 | 05/02/2024 | Dan Ryan Builder | | 02 Charles Town | 994 | 667 | 17 | 22 | \$1,944.00 | 05/02/2024 | N/A |
| 2400409 | 05/02/2024 | Dan Ryan Builder | | 02 Charles Town | 994 | 667 | 17 | 22 | \$1,944.00 | 05/02/2024 | N/A |
| 2400410 | 05/02/2024 | Dan Ryan Builder | | 02 Charles Town | 994 | 667 | 17 | 22 | \$1,944.00 | 05/02/2024 | N/A |
| 2400411 | 05/02/2024 | Dan Ryan Builder | | 02 Charles Town | 994 | 667 | 17 | 22 | \$1,944.00 | 05/02/2024 | N/A |
| 2400412 | 05/02/2024 | Dan Ryan Builder | | 02 Charles Town | 994 | 667 | 17 | 22 | \$1,944.00 | 05/02/2024 | N/A |
| 2400413 | 05/02/2024 | Dan Ryan Builder | | 02 Charles Town | 994 | 667 | 17 | 22 | \$1,944.00 | 05/02/2024 | N/A |
| 2400414 | 05/02/2024 | Dan Ryan Builder | | 02 Charles Town | 994 | 667 | 17 | 22 | \$1,944.00 | 05/02/2024 | N/A |
| 2400415 | 05/02/2024 | Dan Ryan Builder | | 02 Charles Town | 994 | 667 | 17 | 22 | \$1,944.00 | 05/02/2024 | N/A |
| 2400416 | 05/03/2024 | Lutman Land | | 09 Shepherdstown | 1245 | 431 | 18 | 5.7 | \$1,944.00 | 05/03/2024 | N/A |
| 2400417 | 05/03/2024 | Lutman Land | | 06 Kabletown | 1317 | 689 | 23A | 9 | \$1,944.00 | 05/03/2024 | N/A |
| 2400418 | 05/03/2024 | Lutman | | 03 Charles Town | 1318 | 171 | 6 | 20 | \$1,308.00 | 05/03/2024 | N/A |
| 2400419 | 05/03/2024 | Lutman | | 03 Charles Town | 1318 | 171 | 6 | 21 | \$1,308.00 | 05/03/2024 | N/A |
| 2400420 | 05/03/2024 | Stanley Martin | | 08 Ranson Corp | 1230 | 240 | 8 | 1 | \$1,308.00 | 05/03/2024 | N/A |
| 2400421 | 05/03/2024 | Stanley Martin | | 08 Ranson Corp | 1230 | 240 | 8 | 1 | \$1,308.00 | 05/03/2024 | N/A |
| 2400422 | 05/03/2024 | Stanley Martin | | 08 Ranson Corp | 1230 | 240 | 8 | 1 | \$1,308.00 | 05/03/2024 | N/A |
| 2400423 | 05/07/2024 | Dan Ryan Builder | | 03 Charles Town | 1302 | 693 | 11B | 372 | \$1,308.00 | 05/07/2024 | N/A |
| 2400424 | 05/07/2024 | Dan Ryan Builder | | 03 Charles Town | 1263 | 99 | 11C | 792 | \$1,308.00 | 05/07/2024 | N/A |
| 2400425 | 05/08/2024 | D.R. Horton, Inc. | | 09 Shepherdstown | 1285 | 80 | 8G | 14 | \$1,944.00 | 05/08/2024 | N/A |
| 2400426 | 05/08/2024 | D.R. Horton, Inc. | | 09 Shepherdstown | 1285 | 80 | 8G | 14 | \$1,944.00 | 05/08/2024 | N/A |
| 2400427 | 05/08/2024 | D.R. Horton, Inc. | | 09 Shepherdstown | 1285 | 80 | 8G | 14 | \$1,944.00 | 05/08/2024 | N/A |

| Process Number | Date | Last Name | First Name | Tax District | Deed Book | Deed Page | Tax Map | Parcel | Impact Fees Collected | Date | Exemption Reason |
|--------------------------------|------------|--------------------|----------------|------------------|-----------|-----------|---------|-----------|-----------------------|------------|------------------|
| Non-Exempt Applications | | | | | | | | | | | |
| 2400459 | 05/13/2024 | Westover | Austin | 03 Charles Town | 1309 | 109 | 16A | 5.1 | \$0.00 | 05/13/2024 | N/A |
| 2400460 | 05/15/2024 | Maronda Homes | | 08 Ranson Corp | 1297 | 595 | 9 | 8 | \$1,308.00 | 05/15/2024 | N/A |
| 2400461 | 05/15/2024 | Maronda Homes | | 08 Ranson Corp | 1297 | 595 | 9 | 8 | \$1,308.00 | 05/15/2024 | N/A |
| 2400462 | 05/15/2024 | Maronda Homes | | 08 Ranson Corp | 1297 | 595 | 9 | 8 | \$1,308.00 | 05/15/2024 | N/A |
| 2400463 | 05/15/2024 | Maronda Homes | | 08 Ranson Corp | 1297 | 595 | 9 | 8 | \$1,308.00 | 05/15/2024 | N/A |
| 2400464 | 05/15/2024 | Maronda Homes | | 08 Ranson Corp | 1297 | 595 | 9 | 8 | \$1,308.00 | 05/15/2024 | N/A |
| 2400465 | 05/15/2024 | Maronda Homes | | 08 Ranson Corp | 1297 | 595 | 9 | 8 | \$1,308.00 | 05/15/2024 | N/A |
| 2400466 | 05/15/2024 | Maronda Homes | | 08 Ranson Corp | 1297 | 595 | 9 | 8 | \$1,308.00 | 05/15/2024 | N/A |
| 2400467 | 05/15/2024 | Maronda Homes | | 08 Ranson Corp | 1297 | 595 | 9 | 8 | \$1,308.00 | 05/15/2024 | N/A |
| 2400468 | 05/15/2024 | Maronda Homes | | 08 Ranson Corp | 1297 | 595 | 9 | 8 | \$1,308.00 | 05/15/2024 | N/A |
| 2400469 | 05/15/2024 | Maronda Homes | | 08 Ranson Corp | 1297 | 595 | 9 | 8 | \$1,308.00 | 05/15/2024 | N/A |
| 2400470 | 05/15/2024 | Maronda Homes | | 08 Ranson Corp | 1297 | 595 | 9 | 8 | \$1,308.00 | 05/15/2024 | N/A |
| 2400471 | 05/15/2024 | Maronda Homes | | 08 Ranson Corp | 1297 | 595 | 9 | 8 | \$1,308.00 | 05/15/2024 | N/A |
| 2400472 | 05/15/2024 | Lutman Land | | 09 Shepherdstown | 1245 | 431 | 18 | 5.7 | \$1,944.00 | 05/15/2024 | N/A |
| 2400473 | 05/15/2024 | Lutman Land | | 06 Kabletown | 1320 | 484 | 4 | 74 | \$1,944.00 | 05/15/2024 | N/A |
| 2400474 | 05/16/2024 | Zales | | 02 Charles Town | 1320 | 6 | 20B | 16 | \$1,944.00 | 05/16/2024 | N/A |
| 2400475 | 05/16/2024 | Tracey | T. Lane Homes, | 09 Shepherdstown | 1285 | 466 | 21 | 1 | \$1,944.00 | 05/16/2024 | N/A |
| 2400476 | 05/17/2024 | Wormald, Jr. | Robert | 04 Harpers Ferry | 975 | 635 | 10A | 228 | \$1,944.00 | 05/17/2024 | N/A |
| 2400477 | 05/17/2024 | D.R. Horton, Inc. | | 02 Charles Town | 1255 | 569 | 3 | 9 | \$1,944.00 | 05/17/2024 | N/A |
| 2400478 | 05/17/2024 | Pauley, Jr. | Richard | 06 Kabletown | 1318 | 485 | 8B | 226 & 227 | \$1,944.00 | 05/17/2024 | N/A |
| 2400479 | 05/20/2024 | Maronda Homes | | 08 Ranson Corp | 1297 | 595 | 9 | 8 | \$1,308.00 | 05/20/2024 | N/A |
| 2400480 | 05/20/2024 | Shirley | Brandon | 07 Middleway | 1296 | 502 | 18 | 66 and 67 | \$1,944.00 | 05/20/2024 | N/A |
| 2400481 | 05/21/2024 | Goteti | Sridhar | 04 Harpers Ferry | 889 | 271 | 11 | 22 | \$0.00 | 05/21/2024 | N/A |
| 2400482 | 05/22/2024 | Bnms | Vincent | 02 Charles Town | 1306 | 702 | 21F | 16 | \$1,944.00 | 05/22/2024 | N/A |
| 2400483 | 05/24/2024 | Dan Ryan Builder | | 05 Harpers Ferry | 994 | 667 | 17 | 22 | \$1,944.00 | 05/24/2024 | N/A |
| 2400484 | 05/28/2024 | Maronda Homes | | 08 Ranson Corp | 1297 | 595 | 9 | 8 | \$1,308.00 | 05/28/2024 | N/A |
| 2400485 | 05/28/2024 | Wonnald, Jr. | Robert | 04 Harpers Ferry | 975 | 635 | 10A | 229 | \$1,944.00 | 05/28/2024 | N/A |
| 2400486 | 05/29/2024 | US Home, LLC | | 08 Ranson Corp | 26 | 643 | 8 | 24 | \$1,308.00 | 05/29/2024 | N/A |
| 2400487 | 05/29/2024 | US Home, LLC | | 08 Ranson Corp | 26 | 643 | 8 | 24 | \$1,308.00 | 05/29/2024 | N/A |
| 2400488 | 05/29/2024 | US Home, LLC | | 08 Ranson Corp | 26 | 643 | 8 | 24 | \$1,308.00 | 05/29/2024 | N/A |
| 2400489 | 05/29/2024 | Arcadia Land, Inc. | | 03 Charles Town | 1173 | 85 | 12 | 215 | \$1,308.00 | 05/29/2024 | N/A |

Bank of Charles Town

06/03/2024 08:55 AM

PUBLIC FDS-FIXED *1776Current **\$159,587.62**Available** **\$159,587.62****May 1, 2024 - May 31, 2024 Custom**

| Date | Description | Amount | Balance |
|-------------|------------------------------|---------------|----------------|
| 05/31/2024 | Check #31: INTEREST PAID | \$84.62 | |
| 05/31/2024 | Deposit: DDA REGULAR DEPOSIT | \$17,496.00 | |
| 05/30/2024 | Deposit: DDA REGULAR DEPOSIT | \$18,312.00 | |
| 05/29/2024 | Deposit: DDA REGULAR DEPOSIT | \$3,252.00 | |
| 05/28/2024 | Deposit: DDA REGULAR DEPOSIT | \$1,944.00 | |
| 05/24/2024 | Deposit: DDA REGULAR DEPOSIT | \$1,944.00 | |
| 05/21/2024 | Deposit: DDA REGULAR DEPOSIT | \$3,252.00 | |
| 05/20/2024 | Deposit: DDA REGULAR DEPOSIT | \$5,832.00 | |
| 05/17/2024 | Deposit: DDA REGULAR DEPOSIT | \$3,888.00 | |
| 05/16/2024 | Deposit: DDA REGULAR DEPOSIT | \$19,584.00 | |
| 05/13/2024 | Check #1459: DDA CHECK | -\$100,858.30 | |
| 05/13/2024 | Check #1458: DDA CHECK | -\$15,412.84 | |
| 05/13/2024 | Check #1460: DDA CHECK | -\$10,614.56 | |
| 05/13/2024 | Check #1461: DDA CHECK | -\$5,020.27 | |
| 05/13/2024 | Check #1457: DDA CHECK | -\$91.00 | |
| 05/13/2024 | Deposit: DDA REGULAR DEPOSIT | \$24,180.00 | |
| 05/10/2024 | Deposit: DDA REGULAR DEPOSIT | \$15,783.00 | |
| 05/09/2024 | Deposit: DDA REGULAR DEPOSIT | \$11,664.00 | |
| 05/08/2024 | Deposit: DDA REGULAR DEPOSIT | \$2,616.00 | |
| 05/06/2024 | Deposit: DDA REGULAR DEPOSIT | \$10,428.00 | |
| 05/03/2024 | Deposit: DDA REGULAR DEPOSIT | \$19,328.00 | |

** The Available balance may include pending transactions not yet posted for debit cards, ACH, and teller transactions, pending direct deposits and teller deposits, balance of an account tied by a sweep arrangement, and amounts reduced by a temporary hold on recent deposited funds with delayed availability. The Available balance does not include checks written off account not yet presented for payment, pre-authorized ACH debits not yet presented for payment, and Bounce Protection limit, if applicable. Alternatively, the Current balance shows the ending balance from the previous business day's transaction posting.

Bank of Charles Town

06/03/2024 08:56 AM

PUBLIC FDS-FIXED *7582

Current **\$2,011,600.55**

Available** **\$2,011,600.55**

May 1, 2024 - May 31, 2024 Custom

| Date | Description | Amount | Balance |
|------------|------------------------------|------------|---------|
| 05/31/2024 | Check #31: INTEREST PAID | \$1,280.52 | |
| 05/13/2024 | Deposit: DDA REGULAR DEPOSIT | \$91.00 | |

** The Available balance may include pending transactions not yet posted for debit cards, ACH, and teller transactions, pending direct deposits and teller deposits, balance of an account tied by a sweep arrangement, and amounts reduced by a temporary hold on recent deposited funds with delayed availability. The Available balance does not include checks written off account not yet presented for payment, pre-authorized ACH debits not yet presented for payment, and Bounce Protection limit, if applicable. Alternatively, the Current balance shows the ending balance from the previous business day's transaction posting.

Bank of Charles Town

06/03/2024 08:56 AM

PUBLIC FDS-FIXED *0120

Current **\$642,474.09**

Available** **\$642,474.09**

May 1, 2024 - May 31, 2024 Custom

| Date | Description | Amount | Balance |
|------------|------------------------------|-------------|---------|
| 05/31/2024 | Check #31: INTEREST PAID | \$405.19 | |
| 05/13/2024 | Deposit: DDA REGULAR DEPOSIT | \$15,412.84 | |

** The Available balance may include pending transactions not yet posted for debit cards, ACH, and teller transactions, pending direct deposits and teller deposits, balance of an account tied by a sweep arrangement, and amounts reduced by a temporary hold on recent deposited funds with delayed availability. The Available balance does not include checks written off account not yet presented for payment, pre-authorized ACH debits not yet presented for payment, and Bounce Protection limit, if applicable. Alternatively, the Current balance shows the ending balance from the previous business day's transaction posting.

Bank of Charles Town

06/03/2024 08:57 AM

PUBLIC FDS-FIXED *2808

Current **\$1,680,632.77**

Available** **\$1,680,632.77**

May 1, 2024 - May 31, 2024 Custom

| Date | Description | Amount | Balance |
|------------|------------------------------|--------------|---------|
| 05/31/2024 | Check #31: INTEREST PAID | \$1,051.90 | |
| 05/24/2024 | Check #161: DDA CHECK | -\$14,600.00 | |
| 05/13/2024 | Deposit: DDA REGULAR DEPOSIT | \$100,858.30 | |

** The Available balance may include pending transactions not yet posted for debit cards, ACH, and teller transactions, pending direct deposits and teller deposits, balance of an account tied by a sweep arrangement, and amounts reduced by a temporary hold on recent deposited funds with delayed availability. The Available balance does not include checks written off account not yet presented for payment, pre-authorized ACH debits not yet presented for payment, and Bounce Protection limit, if applicable. Alternatively, the Current balance shows the ending balance from the previous business day's transaction posting.

Bank of Charles Town

06/03/2024 08:57 AM

PUBLIC FDS-FIXED *2816

Current **\$56,555.53**

Available** **\$56,555.53**

May 1, 2024 - May 31, 2024 Custom

| Date | Description | Amount | Balance |
|------------|------------------------------|-------------|---------|
| 05/31/2024 | Check #31: INTEREST PAID | \$33.39 | |
| 05/13/2024 | Deposit: DDA REGULAR DEPOSIT | \$10,614.56 | |

** The Available balance may include pending transactions not yet posted for debit cards, ACH, and teller transactions, pending direct deposits and teller deposits, balance of an account tied by a sweep arrangement, and amounts reduced by a temporary hold on recent deposited funds with delayed availability. The Available balance does not include checks written off account not yet presented for payment, pre-authorized ACH debits not yet presented for payment, and Bounce Protection limit, if applicable. Alternatively, the Current balance shows the ending balance from the previous business day's transaction posting.

Bank of Charles Town

06/03/2024 08:58 AM

PUBLIC FDS-INTEREST *2570

Current **\$81,047.38**

Available** **\$81,047.38**

May 1, 2024 - May 31, 2024 Custom

| Date | Description | Amount | Balance |
|------------|------------------------------|------------|---------|
| 05/31/2024 | Check #31: INTEREST PAID | \$20.15 | |
| 05/13/2024 | Deposit: DDA REGULAR DEPOSIT | \$5,020.27 | |

** The Available balance may include pending transactions not yet posted for debit cards, ACH, and teller transactions, pending direct deposits and teller deposits, balance of an account tied by a sweep arrangement, and amounts reduced by a temporary hold on recent deposited funds with delayed availability. The Available balance does not include checks written off account not yet presented for payment, pre-authorized ACH debits not yet presented for payment, and Bounce Protection limit, if applicable. Alternatively, the Current balance shows the ending balance from the previous business day's transaction posting.

JEFFERSON COUNTY, WEST VIRGINIA
Engineering Department
Office of Impact Fees
116 East Washington Street, P.O. Box 716
Charles Town, WV 25414

COPY

Michelle Mason
Impact Fee Program Specialist

Phone: (304) 728-3331
Fax: (304) 728-3953
mmason@jeffersoncountywv.org

MEMORANDUM

TO: Edwina Benites, Tina Branson, and Teresa Hendricks
FROM: Michelle Mason *MM*
DATE: Monday, June 3, 2024
SUBJECT: **Transfer of Funds from Office of Impact Fees General Account to Sheriff's Schools Impact Fee Account.**

Attached please find Office of Impact Fees Form 655 which documents the transfer of impact fee funds from the Office of Impact Fees General Account (Bank of Charles Town account 3111776) to the **Sheriff of Jefferson County School Impact Fee Account (Bank of Charles Town account 3107582)** and an invoice to serve as the bill head for the transfer. This transfer is for Impact Fees collected by the Office of Impact Fees for the month of May 2024.

This transfer consists of two components:

- Impact Fee Process Numbers **2400405** through **2400508**, inclusive. Within this range there were 102 non-exempt impact fee payments. This amounts to **\$102.00**.
- Interest earned by the Office of Impact Fees General Account in May 2024 amounts to **\$84.62**, of which **\$0.00** is attributed to fees collected for Schools.

As per the attached invoice, the total amount of this transfer is \$102.00.

Check # 1462



Account Withdraws
Office of Impact Fees - Jefferson County Government

Account 3111776

Schools

Check Number 1462

Trace 20240603:50829.28

Date 6/3/2024

Series 1

Recipient Sheriff of Jefferson County

Amount \$102.00

Account 3107582

Signature 1 Steve Stolipher

Signature 2 Sheriff Tom Hansen

Signature 3 Jacqueline C. Shadle

Notes: Transfer of Impact Fees From General Account for School Impact Fees Collected in May 2024.

| Deposit Date | Process Number | Ordinance | Enact Date | Amount |
|--------------|----------------|-----------|------------|--------|
| 5/3/2024 | 2400405 | 2003-3 | 11/24/2005 | \$1.00 |
| 5/3/2024 | 2400406 | 2003-3 | 11/24/2005 | \$1.00 |
| 5/3/2024 | 2400407 | 2003-3 | 11/24/2005 | \$1.00 |
| 5/3/2024 | 2400408 | 2003-3 | 11/24/2005 | \$1.00 |
| 5/3/2024 | 2400409 | 2003-3 | 11/24/2005 | \$1.00 |
| 5/3/2024 | 2400410 | 2003-3 | 11/24/2005 | \$1.00 |
| 5/3/2024 | 2400411 | 2003-3 | 11/24/2005 | \$1.00 |
| 5/3/2024 | 2400412 | 2003-3 | 11/24/2005 | \$1.00 |
| 5/3/2024 | 2400413 | 2003-3 | 11/24/2005 | \$1.00 |
| 5/3/2024 | 2400414 | 2003-3 | 11/24/2005 | \$1.00 |
| 5/3/2024 | 2400415 | 2003-3 | 11/24/2005 | \$1.00 |
| 5/6/2024 | 2400416 | 2003-3 | 11/24/2005 | \$1.00 |
| 5/6/2024 | 2400417 | 2003-3 | 11/24/2005 | \$1.00 |
| 5/6/2024 | 2400418 | 2003-3 | 11/24/2005 | \$1.00 |
| 5/6/2024 | 2400419 | 2003-3 | 11/24/2005 | \$1.00 |
| 5/6/2024 | 2400420 | 2003-3 | 11/24/2005 | \$1.00 |
| 5/6/2024 | 2400421 | 2003-3 | 11/24/2005 | \$1.00 |
| 5/6/2024 | 2400422 | 2003-3 | 11/24/2005 | \$1.00 |
| 5/8/2024 | 2400423 | 2003-3 | 11/24/2005 | \$1.00 |
| 5/8/2024 | 2400424 | 2003-3 | 11/24/2005 | \$1.00 |
| 5/9/2024 | 2400425 | 2003-3 | 11/24/2005 | \$1.00 |
| 5/9/2024 | 2400426 | 2003-3 | 11/24/2005 | \$1.00 |
| 5/9/2024 | 2400427 | 2003-3 | 11/24/2005 | \$1.00 |
| 5/9/2024 | 2400428 | 2003-3 | 11/24/2005 | \$1.00 |
| 5/9/2024 | 2400429 | 2003-3 | 11/24/2005 | \$1.00 |
| 5/9/2024 | 2400430 | 2003-3 | 11/24/2005 | \$1.00 |
| 5/10/2024 | 2400431 | 2003-3 | 11/24/2005 | \$1.00 |
| 5/10/2024 | 2400432 | 2003-3 | 11/24/2005 | \$1.00 |
| 5/10/2024 | 2400433 | 2003-3 | 11/24/2005 | \$1.00 |
| 5/10/2024 | 2400434 | 2003-3 | 11/24/2005 | \$1.00 |
| 5/10/2024 | 2400435 | 2003-3 | 11/24/2005 | \$1.00 |

| | | | | |
|-----------|---------|--------|------------|--------|
| 5/29/2024 | 2400485 | 2003-3 | 11/24/2005 | \$1.00 |
| 5/30/2024 | 2400486 | 2003-3 | 11/24/2005 | \$1.00 |
| 5/30/2024 | 2400487 | 2003-3 | 11/24/2005 | \$1.00 |
| 5/30/2024 | 2400488 | 2003-3 | 11/24/2005 | \$1.00 |
| 5/30/2024 | 2400489 | 2003-3 | 11/24/2005 | \$1.00 |
| 5/30/2024 | 2400490 | 2003-3 | 11/24/2005 | \$1.00 |
| 5/30/2024 | 2400491 | 2003-3 | 11/24/2005 | \$1.00 |
| 5/30/2024 | 2400492 | 2003-3 | 11/24/2005 | \$1.00 |
| 5/30/2024 | 2400493 | 2003-3 | 11/24/2005 | \$1.00 |
| 5/30/2024 | 2400494 | 2003-3 | 11/24/2005 | \$1.00 |
| 5/30/2024 | 2400495 | 2003-3 | 11/24/2005 | \$1.00 |
| 5/30/2024 | 2400496 | 2003-3 | 11/24/2005 | \$1.00 |
| 5/30/2024 | 2400497 | 2003-3 | 11/24/2005 | \$1.00 |
| 5/30/2024 | 2400498 | 2003-3 | 11/24/2005 | \$1.00 |
| 5/30/2024 | 2400499 | 2003-3 | 11/24/2005 | \$1.00 |
| 5/31/2024 | 2400500 | 2003-3 | 11/24/2005 | \$1.00 |
| 5/31/2024 | 2400501 | 2003-3 | 11/24/2005 | \$1.00 |
| 5/31/2024 | 2400502 | 2003-3 | 11/24/2005 | \$1.00 |
| 5/31/2024 | 2400503 | 2003-3 | 11/24/2005 | \$1.00 |
| 5/31/2024 | 2400504 | 2003-3 | 11/24/2005 | \$1.00 |
| 5/31/2024 | 2400505 | 2003-3 | 11/24/2005 | \$1.00 |
| 5/31/2024 | 2400506 | 2003-3 | 11/24/2005 | \$1.00 |
| 5/31/2024 | 2400507 | 2003-3 | 11/24/2005 | \$1.00 |
| 5/31/2024 | 2400508 | 2003-3 | 11/24/2005 | \$1.00 |

Total amount for this withdraw \$102.00

Total amount for this account \$102.00

Total amount all accounts \$102.00

Jefferson County Commission

P.O. Box 250
Charles Town, WV 25414

Invoice

Number: 24031

Date: 6/3/2024

Bill To:

Office of Impact Fees
116 East Washington Street
Suite 100
Charles Town, WV 25414

Pay To:

Sheriff of Jefferson County
P.O. Box 9

Charles Town, WV 25414

P.O. Number

Vendor Number

Description

Amount

Impact Fee payments collected for month of May 2024 into the Office of Impact Fees General Account (3111776) to be paid to the Sheriff of Jefferson County School Impact Fees Bank Account (3107582).

\$102.00

Interest earned by the Office of Impact Fees General Account May 2024.

Impact Fee Process Numbers 2400405 through 2400508, inclusive. Within this range, there were 102 non-exempt impact fee payments.

Total: \$102.00

Notes/Comments: Transfer of funds into School Impact Fee Account (3107582).

Check Number: 1462

JEFFERSON COUNTY, WEST VIRGINIA
Engineering Department
Office of Impact Fees
116 East Washington Street, P.O. Box 716
Charles Town, WV 25414

COPY

Michelle Mason
Impact Fee Program Specialist

Phone: (304) 728-3331
Fax: (304) 728-3953
mmason@jeffersoncountywv.org

MEMORANDUM

TO: Edwina Benites, Tina Branson, and Teresa Hendricks
FROM: Michelle Mason *DM*
DATE: Monday, June 3, 2024
SUBJECT: **Transfer of Funds from Office of Impact Fees General Account to Sheriff's Law Enforcement Impact Fee Account.**

Attached please find Office of Impact Fees Form 655 which documents the transfer of impact fee funds from the Office of Impact Fees General Account (Bank of Charles Town account 3111776) to the **Sheriff of Jefferson County Law Enforcement Impact Fee Account (Bank of Charles Town account 3120120)** and an invoice to serve as the bill head for the transfer. This transfer is for Impact Fees collected by the Office of Impact Fees for the month of May 2024.

This transfer consists of two components:

- Impact Fee Process Numbers **2400405** through **2400508**, inclusive. Within this range there were 43 non-exempt impact fee payments. This amounts to **\$27,348.00**.
- Interest earned by the Office of Impact Fees General Account in May 2024 amounts to **\$84.62**, of which **\$14.39** is attributed to fees collected for Law Enforcement.

As per the attached invoice, the total amount of this transfer is \$27,362.39.

Check # 1463



Account Withdraws
Office of Impact Fees - Jefferson County Government

Account 3111776

Law Enforcement

Check Number 1463

Trace 20240603:50951.65

Date 6/3/2024

Series 2

Recipient Sheriff of Jefferson County

Amount \$27,348.00

Account 3120120

Signature 1 Steve Stolipher

Signature 2 Sheriff Tom Hansen

Signature 3 Jacqueline C. Shadle

Notes: Transfer of Impact Fees From General Account for Law Enforcement Impact Fees Collected in May 2024.

| Deposit Date | Process Number | Ordinance | Enact Date | Amount |
|---------------------|-----------------------|------------------|-------------------|---------------|
| 5/3/2024 | 2400405 | 2005-1 | 3/22/2005 | \$0.00 |
| 5/3/2024 | 2400406 | 2005-1 | 3/22/2005 | \$0.00 |
| 5/3/2024 | 2400407 | 2005-1 | 3/22/2005 | \$0.00 |
| 5/3/2024 | 2400408 | 2005-1 | 3/22/2005 | \$636.00 |
| 5/3/2024 | 2400409 | 2005-1 | 3/22/2005 | \$636.00 |
| 5/3/2024 | 2400410 | 2005-1 | 3/22/2005 | \$636.00 |
| 5/3/2024 | 2400411 | 2005-1 | 3/22/2005 | \$636.00 |
| 5/3/2024 | 2400412 | 2005-1 | 3/22/2005 | \$636.00 |
| 5/3/2024 | 2400413 | 2005-1 | 3/22/2005 | \$636.00 |
| 5/3/2024 | 2400414 | 2005-1 | 3/22/2005 | \$636.00 |
| 5/3/2024 | 2400415 | 2005-1 | 3/22/2005 | \$636.00 |
| 5/6/2024 | 2400416 | 2005-1 | 3/22/2005 | \$636.00 |
| 5/6/2024 | 2400417 | 2005-1 | 3/22/2005 | \$636.00 |
| 5/6/2024 | 2400418 | 2005-1 | 3/22/2005 | \$0.00 |
| 5/6/2024 | 2400419 | 2005-1 | 3/22/2005 | \$0.00 |
| 5/6/2024 | 2400420 | 2005-1 | 3/22/2005 | \$0.00 |
| 5/6/2024 | 2400421 | 2005-1 | 3/22/2005 | \$0.00 |
| 5/6/2024 | 2400422 | 2005-1 | 3/22/2005 | \$0.00 |
| 5/8/2024 | 2400423 | 2005-1 | 3/22/2005 | \$0.00 |
| 5/8/2024 | 2400424 | 2005-1 | 3/22/2005 | \$0.00 |
| 5/9/2024 | 2400425 | 2005-1 | 3/22/2005 | \$636.00 |
| 5/9/2024 | 2400426 | 2005-1 | 3/22/2005 | \$636.00 |
| 5/9/2024 | 2400427 | 2005-1 | 3/22/2005 | \$636.00 |
| 5/9/2024 | 2400428 | 2005-1 | 3/22/2005 | \$636.00 |
| 5/9/2024 | 2400429 | 2005-1 | 3/22/2005 | \$636.00 |
| 5/9/2024 | 2400430 | 2005-1 | 3/22/2005 | \$636.00 |
| 5/10/2024 | 2400431 | 2005-1 | 3/22/2005 | \$0.00 |
| 5/10/2024 | 2400432 | 2005-1 | 3/22/2005 | \$0.00 |
| 5/10/2024 | 2400433 | 2005-1 | 3/22/2005 | \$0.00 |
| 5/10/2024 | 2400434 | 2005-1 | 3/22/2005 | \$0.00 |

| | | | | |
|-----------|---------|--------|-----------|----------|
| 5/29/2024 | 2400484 | 2005-1 | 3/22/2005 | \$0.00 |
| 5/29/2024 | 2400485 | 2005-1 | 3/22/2005 | \$636.00 |
| 5/30/2024 | 2400486 | 2005-1 | 3/22/2005 | \$0.00 |
| 5/30/2024 | 2400487 | 2005-1 | 3/22/2005 | \$0.00 |
| 5/30/2024 | 2400488 | 2005-1 | 3/22/2005 | \$0.00 |
| 5/30/2024 | 2400489 | 2005-1 | 3/22/2005 | \$0.00 |
| 5/30/2024 | 2400490 | 2005-1 | 3/22/2005 | \$0.00 |
| 5/30/2024 | 2400491 | 2005-1 | 3/22/2005 | \$0.00 |
| 5/30/2024 | 2400492 | 2005-1 | 3/22/2005 | \$0.00 |
| 5/30/2024 | 2400493 | 2005-1 | 3/22/2005 | \$0.00 |
| 5/30/2024 | 2400494 | 2005-1 | 3/22/2005 | \$0.00 |
| 5/30/2024 | 2400495 | 2005-1 | 3/22/2005 | \$0.00 |
| 5/30/2024 | 2400496 | 2005-1 | 3/22/2005 | \$0.00 |
| 5/30/2024 | 2400497 | 2005-1 | 3/22/2005 | \$0.00 |
| 5/30/2024 | 2400498 | 2005-1 | 3/22/2005 | \$0.00 |
| 5/30/2024 | 2400499 | 2005-1 | 3/22/2005 | \$0.00 |
| 5/31/2024 | 2400500 | 2005-1 | 3/22/2005 | \$636.00 |
| 5/31/2024 | 2400501 | 2005-1 | 3/22/2005 | \$636.00 |
| 5/31/2024 | 2400502 | 2005-1 | 3/22/2005 | \$636.00 |
| 5/31/2024 | 2400503 | 2005-1 | 3/22/2005 | \$636.00 |
| 5/31/2024 | 2400504 | 2005-1 | 3/22/2005 | \$636.00 |
| 5/31/2024 | 2400505 | 2005-1 | 3/22/2005 | \$636.00 |
| 5/31/2024 | 2400506 | 2005-1 | 3/22/2005 | \$636.00 |
| 5/31/2024 | 2400507 | 2005-1 | 3/22/2005 | \$636.00 |
| 5/31/2024 | 2400508 | 2005-1 | 3/22/2005 | \$636.00 |

Total amount for this withdraw \$27,348.00

Total amount for this account \$27,348.00

Total amount all accounts \$27,348.00

Jefferson County Commission

P.O. Box 250
Charles Town, WV 25414

Invoice

Number: 24032

Date: 6/3/2024

Bill To:

Office of Impact Fees
116 East Washington Street
Suite 100
Charles Town, WV 25414

Pay To:

Sheriff of Jefferson County
P.O. Box 9

Charles Town, WV 25414

P.O. Number

Vendor Number

Description

Amount

Impact Fee payments collected for month of May 2024 into the Office of Impact Fees
General Account (3111776) to be paid to the Sheriff of Jefferson County Law
Enforcement Impact Fees Bank Account (3120120). \$27,348.00

Interest earned by the Office of Impact Fees General Account May 2024. \$14.39

Impact Fee Process Numbers 2400405 through 2400508, inclusive. Within this range,
there were 43 non-exempt impact fee payments.

Total: \$27,362.39

Notes/Comments: Transfer of funds into Law Enforcement Impact Fee Account (3120120).

Check Number: 1463

JEFFERSON COUNTY, WEST VIRGINIA
Engineering Department
Office of Impact Fees
116 East Washington Street, P.O. Box 716
Charles Town, WV 25414

COPY

Michelle Mason
Impact Fee Program Specialist

Phone: (304) 728-3331
Fax: (304) 728-3953
mmason@jeffersoncountywv.org

MEMORANDUM

TO: Edwina Benites, Tina Branson, and Teresa Hendricks
FROM: Michelle Mason *MM*
DATE: Monday, June 3, 2024
SUBJECT: **Transfer of Funds from Office of Impact Fees General Account to Sheriff's Parks and Recreation Impact Fee Account.**

Attached please find Office of Impact Fees Form 655 which documents the transfer of impact fee funds from the Office of Impact Fees General Account (Bank of Charles Town account 3111776) to the **Sheriff of Jefferson County Parks and Recreation Impact Fee Account (Bank of Charles Town account 3122808)** and an invoice to serve as the bill head for the transfer. This transfer is for Impact Fees collected by the Office of Impact Fees for the month of May 2024.

This transfer consists of two components:

- Impact Fee Process Numbers **2400405** through **2400508**, inclusive. Within this range there were 102 non-exempt impact fee payments. This amounts to **\$114,274.00**.
- Interest earned by the Office of Impact Fees General Account in May 2024 amounts to **\$84.62**, of which **\$60.93** is attributed to fees collected for Parks and Recreation.

As per the attached invoice, the total amount of this transfer is \$114,334.93.

Check # 1464



Account Withdraws
Office of Impact Fees - Jefferson County Government

Account 3111776

Parks & Rec

Check Number 1464

Trace 20240603:51008.95

Date 6/3/2024

Series 3

Recipient Sheriff of Jefferson County

Amount \$114,274.00

Account 3122808

Signature 1 Steve Stolipher

Signature 2 Sheriff Tom Hansen

Signature 3 Jacqueline C. Shadle

Notes: Transfer of Impact Fees From General Account for Parks and Rec Impact Fees Collected in May 2024.

| Deposit Date | Process Number | Ordinance | Enact Date | Amount |
|--------------|----------------|-----------|------------|------------|
| 5/3/2024 | 2400405 | 2005-2 | 5/12/2005 | \$1,131.00 |
| 5/3/2024 | 2400406 | 2005-2 | 5/12/2005 | \$1,131.00 |
| 5/3/2024 | 2400407 | 2005-2 | 5/12/2005 | \$1,006.00 |
| 5/3/2024 | 2400408 | 2005-2 | 5/12/2005 | \$1,131.00 |
| 5/3/2024 | 2400409 | 2005-2 | 5/12/2005 | \$1,131.00 |
| 5/3/2024 | 2400410 | 2005-2 | 5/12/2005 | \$1,131.00 |
| 5/3/2024 | 2400411 | 2005-2 | 5/12/2005 | \$1,131.00 |
| 5/3/2024 | 2400412 | 2005-2 | 5/12/2005 | \$1,131.00 |
| 5/3/2024 | 2400413 | 2005-2 | 5/12/2005 | \$1,131.00 |
| 5/3/2024 | 2400414 | 2005-2 | 5/12/2005 | \$1,131.00 |
| 5/3/2024 | 2400415 | 2005-2 | 5/12/2005 | \$1,131.00 |
| 5/6/2024 | 2400416 | 2005-2 | 5/12/2005 | \$1,131.00 |
| 5/6/2024 | 2400417 | 2005-2 | 5/12/2005 | \$1,131.00 |
| 5/6/2024 | 2400418 | 2005-2 | 5/12/2005 | \$1,131.00 |
| 5/6/2024 | 2400419 | 2005-2 | 5/12/2005 | \$1,131.00 |
| 5/6/2024 | 2400420 | 2005-2 | 5/12/2005 | \$1,131.00 |
| 5/6/2024 | 2400421 | 2005-2 | 5/12/2005 | \$1,131.00 |
| 5/6/2024 | 2400422 | 2005-2 | 5/12/2005 | \$1,131.00 |
| 5/8/2024 | 2400423 | 2005-2 | 5/12/2005 | \$1,131.00 |
| 5/8/2024 | 2400424 | 2005-2 | 5/12/2005 | \$1,131.00 |
| 5/9/2024 | 2400425 | 2005-2 | 5/12/2005 | \$1,131.00 |
| 5/9/2024 | 2400426 | 2005-2 | 5/12/2005 | \$1,131.00 |
| 5/9/2024 | 2400427 | 2005-2 | 5/12/2005 | \$1,131.00 |
| 5/9/2024 | 2400428 | 2005-2 | 5/12/2005 | \$1,131.00 |
| 5/9/2024 | 2400429 | 2005-2 | 5/12/2005 | \$1,131.00 |
| 5/9/2024 | 2400430 | 2005-2 | 5/12/2005 | \$1,131.00 |
| 5/10/2024 | 2400431 | 2005-2 | 5/12/2005 | \$810.00 |
| 5/10/2024 | 2400432 | 2005-2 | 5/12/2005 | \$810.00 |
| 5/10/2024 | 2400433 | 2005-2 | 5/12/2005 | \$810.00 |
| 5/10/2024 | 2400434 | 2005-2 | 5/12/2005 | \$1,131.00 |
| 5/10/2024 | 2400435 | 2005-2 | 5/12/2005 | \$1,131.00 |

| | | | | |
|-----------|---------|--------|-----------|------------|
| 5/29/2024 | 2400485 | 2005-2 | 5/12/2005 | \$1,131.00 |
| 5/30/2024 | 2400486 | 2005-2 | 5/12/2005 | \$1,131.00 |
| 5/30/2024 | 2400487 | 2005-2 | 5/12/2005 | \$1,131.00 |
| 5/30/2024 | 2400488 | 2005-2 | 5/12/2005 | \$1,131.00 |
| 5/30/2024 | 2400489 | 2005-2 | 5/12/2005 | \$1,131.00 |
| 5/30/2024 | 2400490 | 2005-2 | 5/12/2005 | \$1,131.00 |
| 5/30/2024 | 2400491 | 2005-2 | 5/12/2005 | \$1,131.00 |
| 5/30/2024 | 2400492 | 2005-2 | 5/12/2005 | \$1,131.00 |
| 5/30/2024 | 2400493 | 2005-2 | 5/12/2005 | \$1,131.00 |
| 5/30/2024 | 2400494 | 2005-2 | 5/12/2005 | \$1,131.00 |
| 5/30/2024 | 2400495 | 2005-2 | 5/12/2005 | \$1,131.00 |
| 5/30/2024 | 2400496 | 2005-2 | 5/12/2005 | \$1,131.00 |
| 5/30/2024 | 2400497 | 2005-2 | 5/12/2005 | \$1,131.00 |
| 5/30/2024 | 2400498 | 2005-2 | 5/12/2005 | \$1,131.00 |
| 5/30/2024 | 2400499 | 2005-2 | 5/12/2005 | \$1,131.00 |
| 5/31/2024 | 2400500 | 2005-2 | 5/12/2005 | \$1,131.00 |
| 5/31/2024 | 2400501 | 2005-2 | 5/12/2005 | \$1,131.00 |
| 5/31/2024 | 2400502 | 2005-2 | 5/12/2005 | \$1,131.00 |
| 5/31/2024 | 2400503 | 2005-2 | 5/12/2005 | \$1,131.00 |
| 5/31/2024 | 2400504 | 2005-2 | 5/12/2005 | \$1,131.00 |
| 5/31/2024 | 2400505 | 2005-2 | 5/12/2005 | \$1,131.00 |
| 5/31/2024 | 2400506 | 2005-2 | 5/12/2005 | \$1,131.00 |
| 5/31/2024 | 2400507 | 2005-2 | 5/12/2005 | \$1,131.00 |
| 5/31/2024 | 2400508 | 2005-2 | 5/12/2005 | \$1,131.00 |

Total amount for this withdraw \$114,274.00

Total amount for this account \$114,274.00

Total amount all accounts \$114,274.00

Jefferson County Commission

P.O. Box 250
Charles Town, WV 25414

Invoice

Number: 24033

Date: 6/3/2024

Bill To:

Office of Impact Fees
116 East Washington Street
Suite 100
Charles Town, WV 25414

Pay To:

Sheriff of Jefferson County
P.O. Box 9

Charles Town, WV 25414

P.O. Number

Vendor Number

Description

Amount

Impact Fee payments collected for month of May 2024 into the Office of Impact Fees General Account (3111776) to be paid to the Sheriff of Jefferson County Parks & Recreation Impact Fees Bank Account (3122808). \$114,274.00

Interest earned by the Office of Impact Fees General Account May 2024. \$60.93

Impact Fee Process Numbers 2400405 through 2400508, inclusive. Within this range, there were 102 non-exempt impact fee payments.

Total: \$114,334.93

Notes/Comments: Transfer of funds into Parks & Recreation Impact Fee Account (3122808).

Check Number: 1464

JEFFERSON COUNTY, WEST VIRGINIA
Engineering Department
Office of Impact Fees
116 East Washington Street, P.O. Box 716
Charles Town, WV 25414

COPY

Michelle Mason
Impact Fee Program Specialist

Phone: (304) 728-3331
Fax: (304) 728-3953
mmason@jeffersoncountywv.org

MEMORANDUM

TO: Edwina Benites, Tina Branson, and Teresa Hendricks
FROM: Michelle Mason *MM*
DATE: Monday, June 3, 2024
SUBJECT: **Transfer of Funds from Office of Impact Fees General Account to Sheriff's Emergency Services Impact Fee Account.**

Attached please find Office of Impact Fees Form 655 which documents the transfer of impact fee funds from the Office of Impact Fees General Account (Bank of Charles Town account 3111776) to the **Sheriff of Jefferson County Emergency Services Impact Fee Account (Bank of Charles Town account 3122816)** and an invoice to serve as the bill head for the transfer. This transfer is for Impact Fees collected by the Office of Impact Fees for the month of May 2024.

This transfer consists of two components:

- Impact Fee Process Numbers **2400405** through **2400508**, inclusive. Within this range there were 102 non-exempt impact fee payments. This amounts to **\$12,026.00**.
- Interest earned by the Office of Impact Fees General Account in May 2024 amounts to **\$84.62**, of which **\$6.77** is attributed to fees collected for Emergency Services.

As per the attached invoice, the total amount of this transfer is \$12,032.77.

Check # 1465



Account Withdraws
Office of Impact Fees - Jefferson County Government

Account 3111776

EMS

Check Number 1465

Trace 20240603:51069.29

Date 6/3/2024

Series 4

Recipient Sheriff of Jefferson County

Amount \$12,026.00

Account 3122816

Signature 1 Steve Stolipher

Signature 2 Sheriff Tom Hansen

Signature 3 Jacqueline C. Shadle

Notes: Transfer of Impact Fees From General Account for EMS Impact Fees Collected in May 2024.

| Deposit Date | Process Number | Ordinance | Enact Date | Amount |
|--------------|----------------|-----------|------------|----------|
| 5/3/2024 | 2400405 | 2005-3 | 5/12/2005 | \$119.00 |
| 5/3/2024 | 2400406 | 2005-3 | 5/12/2005 | \$119.00 |
| 5/3/2024 | 2400407 | 2005-3 | 5/12/2005 | \$106.00 |
| 5/3/2024 | 2400408 | 2005-3 | 5/12/2005 | \$119.00 |
| 5/3/2024 | 2400409 | 2005-3 | 5/12/2005 | \$119.00 |
| 5/3/2024 | 2400410 | 2005-3 | 5/12/2005 | \$119.00 |
| 5/3/2024 | 2400411 | 2005-3 | 5/12/2005 | \$119.00 |
| 5/3/2024 | 2400412 | 2005-3 | 5/12/2005 | \$119.00 |
| 5/3/2024 | 2400413 | 2005-3 | 5/12/2005 | \$119.00 |
| 5/3/2024 | 2400414 | 2005-3 | 5/12/2005 | \$119.00 |
| 5/3/2024 | 2400415 | 2005-3 | 5/12/2005 | \$119.00 |
| 5/6/2024 | 2400416 | 2005-3 | 5/12/2005 | \$119.00 |
| 5/6/2024 | 2400417 | 2005-3 | 5/12/2005 | \$119.00 |
| 5/6/2024 | 2400418 | 2005-3 | 5/12/2005 | \$119.00 |
| 5/6/2024 | 2400419 | 2005-3 | 5/12/2005 | \$119.00 |
| 5/6/2024 | 2400420 | 2005-3 | 5/12/2005 | \$119.00 |
| 5/6/2024 | 2400421 | 2005-3 | 5/12/2005 | \$119.00 |
| 5/6/2024 | 2400422 | 2005-3 | 5/12/2005 | \$119.00 |
| 5/8/2024 | 2400423 | 2005-3 | 5/12/2005 | \$119.00 |
| 5/8/2024 | 2400424 | 2005-3 | 5/12/2005 | \$119.00 |
| 5/9/2024 | 2400425 | 2005-3 | 5/12/2005 | \$119.00 |
| 5/9/2024 | 2400426 | 2005-3 | 5/12/2005 | \$119.00 |
| 5/9/2024 | 2400427 | 2005-3 | 5/12/2005 | \$119.00 |
| 5/9/2024 | 2400428 | 2005-3 | 5/12/2005 | \$119.00 |
| 5/9/2024 | 2400429 | 2005-3 | 5/12/2005 | \$119.00 |
| 5/9/2024 | 2400430 | 2005-3 | 5/12/2005 | \$119.00 |
| 5/10/2024 | 2400431 | 2005-3 | 5/12/2005 | \$86.00 |
| 5/10/2024 | 2400432 | 2005-3 | 5/12/2005 | \$86.00 |
| 5/10/2024 | 2400433 | 2005-3 | 5/12/2005 | \$86.00 |
| 5/10/2024 | 2400434 | 2005-3 | 5/12/2005 | \$119.00 |
| 5/10/2024 | 2400435 | 2005-3 | 5/12/2005 | \$119.00 |

| | | | | |
|-----------|---------|--------|-----------|----------|
| 5/29/2024 | 2400485 | 2005-3 | 5/12/2005 | \$119.00 |
| 5/30/2024 | 2400486 | 2005-3 | 5/12/2005 | \$119.00 |
| 5/30/2024 | 2400487 | 2005-3 | 5/12/2005 | \$119.00 |
| 5/30/2024 | 2400488 | 2005-3 | 5/12/2005 | \$119.00 |
| 5/30/2024 | 2400489 | 2005-3 | 5/12/2005 | \$119.00 |
| 5/30/2024 | 2400490 | 2005-3 | 5/12/2005 | \$119.00 |
| 5/30/2024 | 2400491 | 2005-3 | 5/12/2005 | \$119.00 |
| 5/30/2024 | 2400492 | 2005-3 | 5/12/2005 | \$119.00 |
| 5/30/2024 | 2400493 | 2005-3 | 5/12/2005 | \$119.00 |
| 5/30/2024 | 2400494 | 2005-3 | 5/12/2005 | \$119.00 |
| 5/30/2024 | 2400495 | 2005-3 | 5/12/2005 | \$119.00 |
| 5/30/2024 | 2400496 | 2005-3 | 5/12/2005 | \$119.00 |
| 5/30/2024 | 2400497 | 2005-3 | 5/12/2005 | \$119.00 |
| 5/30/2024 | 2400498 | 2005-3 | 5/12/2005 | \$119.00 |
| 5/30/2024 | 2400499 | 2005-3 | 5/12/2005 | \$119.00 |
| 5/31/2024 | 2400500 | 2005-3 | 5/12/2005 | \$119.00 |
| 5/31/2024 | 2400501 | 2005-3 | 5/12/2005 | \$119.00 |
| 5/31/2024 | 2400502 | 2005-3 | 5/12/2005 | \$119.00 |
| 5/31/2024 | 2400503 | 2005-3 | 5/12/2005 | \$119.00 |
| 5/31/2024 | 2400504 | 2005-3 | 5/12/2005 | \$119.00 |
| 5/31/2024 | 2400505 | 2005-3 | 5/12/2005 | \$119.00 |
| 5/31/2024 | 2400506 | 2005-3 | 5/12/2005 | \$119.00 |
| 5/31/2024 | 2400507 | 2005-3 | 5/12/2005 | \$119.00 |
| 5/31/2024 | 2400508 | 2005-3 | 5/12/2005 | \$119.00 |

Total amount for this withdraw \$12,026.00

Total amount for this account \$12,026.00

Total amount all accounts \$12,026.00

Jefferson County Commission

P.O. Box 250
Charles Town, WV 25414

Invoice

Number: 24034

Date: 6/3/2024

Bill To:

Office of Impact Fees
116 East Washington Street
Suite 100
Charles Town, WV 25414

Pay To:

Sheriff of Jefferson County
P.O. Box 9

Charles Town, WV 25414

P.O. Number

Vendor Number

Description

Amount

Impact Fee payments collected for month of May 2024 into the Office of Impact Fees General Account (3111776) to be paid to the Sheriff of Jefferson County EMS Impact Fees Bank Account (3122816). \$12,026.00

Interest earned by the Office of Impact Fees General Account May 2024. \$6.77

Impact Fee Process Numbers 2400405 through 2400508, inclusive. Within this range, there were 102 non-exempt impact fee payments.

Total: \$12,032.77

Notes/Comments: Transfer of funds into EMS Impact Fee Account (3122816).

Check Number: 1465

JEFFERSON COUNTY, WEST VIRGINIA
Engineering Department
Office of Impact Fees
116 East Washington Street, P.O. Box 716
Charles Town, WV 25414

COPY

Michelle Mason
Impact Fee Program Specialist

Phone: (304) 728-3331
Fax: (304) 728-3953
mmason@jeffersoncountywv.org

MEMORANDUM

TO: Edwina Benites, Tina Branson, and Teresa Hendricks
FROM: Michelle Mason *DM*
DATE: Monday, June 3, 2024
SUBJECT: **Transfer of Funds from Office of Impact Fees General Account to Sheriff's Administrative Facilities Impact Fee Account.**

Attached please find Office of Impact Fees Form 655 which documents the transfer of impact fee funds from the Office of Impact Fees General Account (Bank of Charles Town account 3111776) to the **Sheriff of Jefferson County Administrative Facilities Impact Fee Account (Bank of Charles Town account 33182570)** and an invoice to serve as the bill head for the transfer. This transfer is for Impact Fees collected by the Office of Impact Fees for the month of May 2024.

This transfer consists of two components:

- Impact Fee Process Numbers **2400405** through **2400508**, inclusive. Within this range there were 102 non-exempt impact fee payments. This amounts to **\$5,753.00**.
- Interest earned by the Office of Impact Fees General Account in May 2024 amounts to **\$84.62**, of which **\$2.53** is attributed to fees collected for Administrative Facilities.

As per the attached invoice, the total amount of this transfer is \$5,755.53.

Check # 1466



Account Withdraws
Office of Impact Fees - Jefferson County Government

Account 3111776

Admin. Facilities

Check Number 1466

Trace 20240603:51124.11

Date 6/3/2024

Series 5

Recipient Sheriff of Jefferson County

Amount \$5,753.00

Account 33182570

Signature 1 Steve Stolipher

Signature 2 Sheriff Tom Hansen

Signature 3 Jacqueline C. Shadle

Notes: Transfer of Impact Fees From General Account for Admin. Facilities Impact Fees Collected in May 2024.

| Deposit Date | Process Number | Ordinance | Enact Date | Amount |
|--------------|----------------|-----------|------------|---------|
| 5/3/2024 | 2400405 | 2021-1 | 8/5/2021 | \$57.00 |
| 5/3/2024 | 2400406 | 2021-1 | 8/5/2021 | \$57.00 |
| 5/3/2024 | 2400407 | 2021-1 | 8/5/2021 | \$47.00 |
| 5/3/2024 | 2400408 | 2021-1 | 8/5/2021 | \$57.00 |
| 5/3/2024 | 2400409 | 2021-1 | 8/5/2021 | \$57.00 |
| 5/3/2024 | 2400410 | 2021-1 | 8/5/2021 | \$57.00 |
| 5/3/2024 | 2400411 | 2021-1 | 8/5/2021 | \$57.00 |
| 5/3/2024 | 2400412 | 2021-1 | 8/5/2021 | \$57.00 |
| 5/3/2024 | 2400413 | 2021-1 | 8/5/2021 | \$57.00 |
| 5/3/2024 | 2400414 | 2021-1 | 8/5/2021 | \$57.00 |
| 5/3/2024 | 2400415 | 2021-1 | 8/5/2021 | \$57.00 |
| 5/6/2024 | 2400416 | 2021-1 | 8/5/2021 | \$57.00 |
| 5/6/2024 | 2400417 | 2021-1 | 8/5/2021 | \$57.00 |
| 5/6/2024 | 2400418 | 2021-1 | 8/5/2021 | \$57.00 |
| 5/6/2024 | 2400419 | 2021-1 | 8/5/2021 | \$57.00 |
| 5/6/2024 | 2400420 | 2021-1 | 8/5/2021 | \$57.00 |
| 5/6/2024 | 2400421 | 2021-1 | 8/5/2021 | \$57.00 |
| 5/6/2024 | 2400422 | 2021-1 | 8/5/2021 | \$57.00 |
| 5/8/2024 | 2400423 | 2021-1 | 8/5/2021 | \$57.00 |
| 5/8/2024 | 2400424 | 2021-1 | 8/5/2021 | \$57.00 |
| 5/9/2024 | 2400425 | 2021-1 | 8/5/2021 | \$57.00 |
| 5/9/2024 | 2400426 | 2021-1 | 8/5/2021 | \$57.00 |
| 5/9/2024 | 2400427 | 2021-1 | 8/5/2021 | \$57.00 |
| 5/9/2024 | 2400428 | 2021-1 | 8/5/2021 | \$57.00 |
| 5/9/2024 | 2400429 | 2021-1 | 8/5/2021 | \$57.00 |
| 5/9/2024 | 2400430 | 2021-1 | 8/5/2021 | \$57.00 |
| 5/10/2024 | 2400431 | 2021-1 | 8/5/2021 | \$40.00 |
| 5/10/2024 | 2400432 | 2021-1 | 8/5/2021 | \$40.00 |
| 5/10/2024 | 2400433 | 2021-1 | 8/5/2021 | \$40.00 |
| 5/10/2024 | 2400434 | 2021-1 | 8/5/2021 | \$57.00 |

| | | | | |
|-----------|---------|--------|----------|---------|
| 5/29/2024 | 2400484 | 2021-1 | 8/5/2021 | \$57.00 |
| 5/29/2024 | 2400485 | 2021-1 | 8/5/2021 | \$57.00 |
| 5/30/2024 | 2400486 | 2021-1 | 8/5/2021 | \$57.00 |
| 5/30/2024 | 2400487 | 2021-1 | 8/5/2021 | \$57.00 |
| 5/30/2024 | 2400488 | 2021-1 | 8/5/2021 | \$57.00 |
| 5/30/2024 | 2400489 | 2021-1 | 8/5/2021 | \$57.00 |
| 5/30/2024 | 2400490 | 2021-1 | 8/5/2021 | \$57.00 |
| 5/30/2024 | 2400491 | 2021-1 | 8/5/2021 | \$57.00 |
| 5/30/2024 | 2400492 | 2021-1 | 8/5/2021 | \$57.00 |
| 5/30/2024 | 2400493 | 2021-1 | 8/5/2021 | \$57.00 |
| 5/30/2024 | 2400494 | 2021-1 | 8/5/2021 | \$57.00 |
| 5/30/2024 | 2400495 | 2021-1 | 8/5/2021 | \$57.00 |
| 5/30/2024 | 2400496 | 2021-1 | 8/5/2021 | \$57.00 |
| 5/30/2024 | 2400497 | 2021-1 | 8/5/2021 | \$57.00 |
| 5/30/2024 | 2400498 | 2021-1 | 8/5/2021 | \$57.00 |
| 5/30/2024 | 2400499 | 2021-1 | 8/5/2021 | \$57.00 |
| 5/31/2024 | 2400500 | 2021-1 | 8/5/2021 | \$57.00 |
| 5/31/2024 | 2400501 | 2021-1 | 8/5/2021 | \$57.00 |
| 5/31/2024 | 2400502 | 2021-1 | 8/5/2021 | \$57.00 |
| 5/31/2024 | 2400503 | 2021-1 | 8/5/2021 | \$57.00 |
| 5/31/2024 | 2400504 | 2021-1 | 8/5/2021 | \$57.00 |
| 5/31/2024 | 2400505 | 2021-1 | 8/5/2021 | \$57.00 |
| 5/31/2024 | 2400506 | 2021-1 | 8/5/2021 | \$57.00 |
| 5/31/2024 | 2400507 | 2021-1 | 8/5/2021 | \$57.00 |
| 5/31/2024 | 2400508 | 2021-1 | 8/5/2021 | \$57.00 |

Total amount for this withdraw \$5,753.00

Total amount for this account \$5,753.00

Total amount all accounts \$5,753.00

Jefferson County Commission

P.O. Box 250
Charles Town, WV 25414

Invoice

Number: 24035

Date: 6/3/2024

Bill To:

Office of Impact Fees
116 East Washington Street
Suite 100
Charles Town, WV 25414

Pay To:

Sheriff of Jefferson County
P.O. Box 9

Charles Town, WV 25414

P.O. Number

Vendor Number

Description

Amount

Impact Fee payments collected for month of May 2024 into the Office of Impact Fees General Account (3111776) to be paid to the Sheriff of Jefferson County Administrative Facilities Impact Fees Bank Account (33182570).

\$5,753.00

Interest earned by the Office of Impact Fees General Account May 2024.

\$2.53

Impact Fee Process Numbers 2400405 through 2400508, inclusive. Within this range, there were 102 non-exempt impact fee payments.

Total: \$5,755.53

Notes/Comments: Transfer of funds into Administrative Facilities Impact Fee Account (33182570).

Check Number: 1466